

### SECTION 3 APPLICATION

- 3.01 This Agreement applies to all salary staff members.
- In the case of part-time salary staff members, where applicable, the provisions shall be applied on a pro-rata basis.
- 3.02 (a) Staff members hired for sessional employment will qualify for the terms and conditions of this Agreement, except that the following shall not apply:
- Section 17 Paid Holidays
  - Section 18 Annual Vacation Leave
  - Section 19 Special Leave
  - Section 22 Maternity and Parental Leave
  - Section 23 Illness Leave
  - Section 24 Professional Development
  - Section 28 Long Term Disability (LTD)
  - Section 29 Health Plan Benefits
  - Section 30 Workers' Compensation Supplement
  - Section 31 Dental Plan
  - Section 32 Group Insurance (except that Accidental Death and Dismemberment for Institute Business Travel shall apply)
  - Section 33 Pension Plan
  - Section 35 Membership in Professional Association
  - Section 48 Grievance Procedure (in the case of Termination or Dismissal)
  - Section 55 Phased-In Retirement Plan
  - Section 56 Dependent Scholarship Plan
- (b) Notwithstanding Section 3.02(a), a staff member hired for sessional employment shall receive eighteen and one-half percent (18.5%) of the regular hourly wage earnings in lieu of annual vacation and statutory holidays, in addition to the regular hourly wage earnings.
- (c) A sessional staff members' instructional load for a term, semester or intake would not exceed that of a salary staff member for a similar period.
- (d) The hours of work for a sessional staff member shall be established at the commencement of each assignment, in consultation with Human Resources, giving due consideration to the teaching assignment and attendant preparation/student support time, recognizing that this may vary from work unit to work unit.
- (e) In no case shall paid hours of work exceed thirty six and a quarter (36.25) hours per week or more than forty-four (44) consecutive weeks without a six (6) week break without the agreement of the Association.
- (f) The number of sessional staff members (headcount) will not be greater than ten percent (10%) of the salary staff members' headcount (full and part time). The Institute shall provide to the Association, on September 30 and January 31 of each year, a report which identifies the assignment of each sessional staff member. If the measure is in excess of the ten percent (10%) metric, the Institute shall have 30 calendar days to take corrective action, in consultation with the Association. NAIT retirees shall not be counted in the ten percent (10%) metric.
- (g) Sessional staff members shall be placed on the salary schedule in accordance with their qualifications and experience.
- (h) Sessional staff members shall not be assigned leadership roles.

- 3.03 The Institute recognizes the value of maximal use of full-time employment.
- 3.04 This collective agreement does not apply to contractors hired for ancillary instruction, such as the development and delivery of credit programming, except as follows:
- (a) Section 7.06 Association Dues
  - (b) a person who is hired to provide ancillary instruction has the ability to be accompanied by NASA in discussions with the Institute.
- 3.05 This Collective Agreement does not apply to individuals developing or delivering non-credit programming or third party offerings.
- 3.06 The selection process for ancillary instruction will be made known. There will be discussion on concerns with no recourse to the grievance procedure.
- 3.07 The Institute and Association agree that it is in both parties' interests to foster and sustain a healthy work life balance for members in conjunction with NAIT Values. This includes recognition that individuals hired on an ancillary basis are supplementing their work life balance pursuits.