

NASA 2024 Bargaining Proposal Summaries

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Without Prejudice
Subject to E & EO

Note that these are intended to be summaries rather than full explanations for every proposal. Where perceived or actual discrepancies or omissions may exist between the summaries and the proposals, the proposal shall be the definitive document.

(Note: August 2 revisions added summaries for 3 proposals: 46.02 Clarifying Redundancy Process, New LOU ARNS Support, and Renaming Temporary to Term)

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1.01 (h) Eliminating Casual Status

Eliminates 1.01 (h) which defines “casual staff member”.

Adds a new definition “supplementary contract assignments” to replace “casual contract assignments”.

Amends 3.05 to remove all subclauses except (d) and amends (d) to reflect “supplementary contract assignments”.

Removes other references to casual staff and employees throughout the agreement.

Effect would be employees no longer hired on in “Casual” status, only Continuing or Temporary.

1.01 (aa) Clarity for "New Course Delivery"

Amends 1.01 (aa) to clarify that “new course delivery” includes a course not taught by an instructor for four years following the most recent course development.

2.01 Instructors are NASA Members

Amends 2.01 to stipulate that Instructors in non-credit programming are also covered under the agreement including but not limited to Continuing Education.

2.02 Only NASA Members can do NASA Work

Adds 2.02 stipulating that unless agreed by NAIT and NASA, no work normally done by a NASA member shall be performed by another NAIT employee or someone who is not a NAIT employee.

3.02 Proportion of Delivery

Amends 3.02 to increase the annual ratio of SIH delivered by Continuing Instructors, and the headcount for non-Instructor staff to 90%.

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3.04 Providing Benefits for Temporary Staff

Eliminates multiple Articles from 3.04 (a) to allow Temporary staff rights and benefits enjoyed by the majority of NASA members such as holidays, vacation, group benefits, LTD, LAPP and more.

At the same time eliminates 3.04 (c) which provides pay in lieu of vacation and holidays.

3.04 (i) Adding Human Rights Protection

Amends 3.04 (i), 3.05 (h), and 48.01 (i) to stipulate that terminations of non-permanent and probationary staff would be grievable and arbitrable in cases of alleged human rights violations.

3.04 (j) Improved Conversion for Temporary Staff

Amends 3.04 (j) to stipulate that staff who have been working more than 50% of a standard workload must be given the opportunity to become continuing. Criteria I through IV remain the same, except the three year requirement is reduced to two, and instead of consecutive fall and winter terms, the requirement is now two terms in each of those two years, instead of being limited to only fall and winter.

3.05(d) Right of Refusal of Supplementary Contract Assignments

Amends 3.05 (d) to stipulate that NASA members have the right of first refusal for supplementary contract assignments (currently “casual contracts”) before NAIT may post an external hire. Adds that part-time staff taking on supplementary contracts will have that counted towards their FTE for purposes of proration of other applicable areas of the agreement.

7.04 Providing up-to-date Information

Adds 7.04 (b) and (c) to add information reported to NASA including twice a year updates of additional member information, as well as the contracts for Temporary staff, Chair, and Associate Chair assignments.

8.02 No Policies that are Non-Grievable

Adds 8.02 to stipulate that NAIT shall not create or maintain any policy that would interfere with or waive a staff members’ rights to file and pursue a grievance, unless otherwise specified in the agreement.

10.01 Restoring Services to NASA Office

Amends 10.01 through 10.03 to reflect the past practice of services provided to the NASA office in response to notice from NAIT that those services would otherwise be removed or require reimbursement upon ratification of the next agreement.

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10.09 Paid Union Orientation

Adds a new subclause to Article 10 establishing the practice of a 60 minute paid union orientation for new hires.

Adds a subclause to Article 12 stipulating that those carrying out the orientation shall have their workload reduced for the time carrying out the orientation, without any reimbursement owed by NASA.

12.01 Clarifying Time off for Union Business

Adds new definition subclause in 1.01 for “download”, and replaces “workload adjustment” throughout the agreement with “download”.

Amends 12.01 to stipulate that downloads and/or scheduling accommodations are by request of NASA, and that downloads shall be reimbursed, but schedule accommodations will not.

Adds Members of NAIT’s Board of Governors to 12.02 for scheduling accommodations.

Removes 12.03 and renumbers 12.04.

12.04 Improving Union Representative Leave

Adds new subclause providing workload reductions without reimbursement for union representatives when settling a grievance, including attending arbitrations.

13.01 Less Punitive Resignation

Amends 13.01 to reduce the resignation notice period from eight to four weeks to remain in good standing, while giving the employer the ability to have any resignation not in good standing noted on the staff member’s file and recognized in any reference or application for future work at NAIT. Removes financial penalty for failure to provide notice.

15.04 Overtime Pay

Adds new subclauses to Article 15 providing overtime pay of 1.5 times pay for work in excess of the hours of work in 15.01 and 15.02, to be paid in the next pay period. Also stipulates no pyramiding of overtime and overload pay.

15.06 On Call / Call in Pay

Proposal to be tabled later in 2024 to add new subclauses to Article 15 to define On Call and Call In work, and stipulate payment for that work.

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15.07 Two Week Schedule Change Notice

Adds new subclause to Article 15 to require two weeks notice of changes in scheduled hours of work for non-Instructor staff members, and payment of 1.5 x pay for the first day of the changed schedule if no notice is given.

15.08 Evening Scheduling

Adds new subclause definition to 1.01 for “compulsory evening assignments” to define requirements to work in the evenings. Adds a new subclause to Article 15 to require compulsory evening assignments to be offered to volunteers first, and then assign equitably to the least senior staff. Prevents staff from being assigned evening duties two consecutive semesters or intakes unless mutually agreed. A decision of who gets the evening assignment when a surplus of volunteers come forward will preference first those with the fewest opportunities for evening work, and then those with the highest seniority.

16.03(1) No SIH Loss on Assigned Work

Adds to paragraph 2 in 16.03 (1) to stipulate that Instructors do not lose SIH when NAIT assigns work during that Instructors normally scheduled SIH.

16.03 (1) Reduced Time to Keep SIH

Amends 16.03 (1) paragraph 3 to stipulate that SIH thresholds will be reduced for absences that exceed two days instead of five, reduced by the number of SIHs assigned during the period of absence.

16.03 (4) Recognizing NASA Member Work

Amends 16.03 (4) to clarify observation of teaching, as well as include the work of NASA representatives on the Board of Governors, Academic Council, and Joint Work Site Health and Safety Committee as service during regularly scheduled meetings or others required by NAIT or the committee Chairs.

16.03 (7) Quantifying Chair Download

Adds a paragraph to 16.03 (7) to require Chair downloads at minimum 50%, with additional reductions based on other factors such as number of programs, staff, and students. The additional reductions should come through discussion with the relevant Associate Dean or designate, and an explanation provided for how the download was determined.

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16.03 (9) Reducing Class Size Formula

Reduces the threshold for the class size formula to award additional SIHs, while also applying the formula on a semester or intake basis.

16.04 36.25 Hour Week & Assignment Notice

Amends 16.04 adding the following:

- An explanation provided to the instructor as to how the considerations in paragraph 1 have been applied and adjusted their assigned duties.
- An additional paragraph requiring an assessment of the Instructor's workload and whether it falls within the assignable workload hours in 16.02, and that they shall not be assigned more work than 16.02 without mutual agreement. If more than the assignable workload hours are agreed upon, overtime shall apply. Disagreements over the assessment of hours may be subject to a workload review per 16.09.
- Stipulates that the assignable workload hours will be established no later than the end of May prior to the next academic year.
- Adds requirement to notify Instructors when the workload assignments are made available.
- Adds notice of change of workload assignment of 90 days prior to the start of a semester or intake, and then overtime pay for a minimum 7.25 hours or for any new and necessary prep work that can not be done over 36.25 hours.

16.04 Limiting Weekly, Daily, Consecutive SIH Scheduling

Adding a new paragraph to 16.04 stipulating limits on SIH scheduling no more than:

- 20 hours or 3% of the average weekly SIH of a 15 week period or intake period for apprenticeship.
- Six hours in a single day.
- Four consecutive hours in a day.

16.05 Spring-Summer Scheduling

Amends definition of "Academic Year" in 1.01 (b) to span Sep 1 - Aug 31.

Adds new definitions in subclauses in 1.01 for non-apprentice teaching periods, as well as "apprentice summer teaching".

Stipulates processes for both apprentice and non-apprentice summer scheduling where volunteers will be offered summer instruction first, and then fill positions through temporary staff. When a surplus of volunteers comes forward, priority shall be given first to those who have had the fewest opportunities for summer instruction, and then those with the most seniority.

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16.06 Reducing SIH Thresholds

Amends the table in 16.06 to reduce SIH thresholds. Add Post Diploma Certificate equivalent to the Degree category, and amend Appendix A to also include Post Diploma Certificate.

16.06 Lowest Loading for Degree/Diploma Courses

Amends 16.06 to stipulate that courses offered in multiple categories of instruction shall have the SIH threshold loaded to the category with the lowest SIH.

16.07 SIH Overload by Semester or Intake

Amends 16.07 to stipulate that overload shall apply by non-apprenticeship period or intake, and establishes a process for a program to request an exemption and remain with SIH thresholds through the academic year.

16.07 Not Using Contracts to Avoid Overload

Adds new subclause to 16.07 to prevent supplementary contracts (currently known as casual contracts) from being used to replace SIHs in an assignment.

16.09 Improving Workload Review

Amends 16.09 to clarify processes through the workload review process, and expand the third step of the review to include a committee of union and employer representatives, and specifying after that step the review can be grieved and advanced immediately to Step 4.

17.01 Federal Holidays

Amending 17.01 to add the National Day for Truth and Reconciliation as a paid holiday, as well as any others proclaimed by the Government of Canada.

17.02 Reading Week Days

Amends 17.02 to give staff members the choice to work or use vacation through reading week.

18.03 Vacation Interruption Pay

Amends 18.03 & 18.06 to strengthen language to protect members from having to work during their vacation, and that pay of 2x applies where vacation is cancelled by NAIT.

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18.11 Vacation Parity

Amends 18.11 & 18.12, deletes 18.13 & 18.14 with the effect of having the same vacation entitlement of 9 weeks for all staff - removing the reduced vacation entitlement that Librarians and Curriculum and Instructional Specialists currently have.

22.04 Full Parental Leave Top-Up

Amending 22.04 to stipulate that the Supplemental Employment Benefits plan shall also apply to Parental leave, and top up to 100% pay. Amends 22.07 to update the allowed parental leave up to a combined 69 weeks in line with current federal entitlement.

23.05 Increase General Illness Leave Accrual to 80 days Full Pay

Amends 23.05 to allow accrual of up to 80 days general illness leave at full pay for staff who have completed 7 years of calendar service.

23.12 No Sick Note Before 11 Days

Deletes 23.12 (a), removing requirement to provide a sick note for all general illness, and amends (b) to remove the limit to reimbursement for sick note costs.

24.02 (b) Increase EPDA to \$1000

Amends 24.02 (b) to increase annual EPDA accrual to \$1,000, with a carry forward of \$4,000.

27.07 Increase FSA/HSA to \$1250

Amends 27.07 to increase the annual payment into the flex spending account to \$1,250.

32.02 Protections for LAPP

Adds 32.02 and 32.03 to add compensation for plan members should LAPP be terminated or altered by legislation.

36.02 Intellectual Property

NASA will table a proposal at a later time in 2024 to add language to Article 36 to better define and protect NASA members' intellectual property rights and appropriate compensation for use of intellectual property.

43.02 Recruitment Requirement for Long-Term Temporary Roles

Adds subclauses to 43.02 to stipulate that Temporary positions 0.5 FTE or lower, or one semester or less in length do not require competition; but if a 0.5 FTE Temporary staff is being

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considered for an additional semester, the position shall be filled through competition, unless they have previously gone through a competition at NAIT

45.01 Fixing Seniority for Temporary Work

Amends 45.01 to define break in service as resignation, termination, dismissal, or two periods of employment separated by more than five months. This would allow Temporary staff to retain seniority between contracts.

45.04 No seniority loss MAE AUPE

Amends 45.04 where instead of stipulating seniority shall not apply to casuals, that instead there shall be no loss in seniority when staff work one year or less in AUPE or MAE positions. No seniority will be gained during that period, and the seniority date will be adjusted on return for the length of time spent outside NASA.

46.02 Clarifying Redundancy Process

Amends 46.02 to reflect past practice with temporary staff during redundancies.

46.13 Increasing Redundancy Pay

Amends 46.13 to increase the accumulation of greater redundancy pay every completed year of service now to twenty-four years and a maximum 100 weeks salary severance.

47.05 Reduced Time Discipline File

Amends 47.05 to reduce the time that discipline remains on file to 9 months.

49.03 Not Performing Struck Work

Adds new subclause in Article 49 to enshrine the right of members to refuse to do the work of AUPE or any other union member in the event of NAIT locking them out or them going on strike, and that they shall not be disciplined for refusing to cross a picket line.

52.02 - Parking & Transportation

Adds subclauses to Article 52 to stipulate that changes to parking regulations, policies, and fees must be by mutual agreement, and also to ensure free and secure bicycle parking is made available to any employee requesting it.

53.01 - Academic Freedom, IAs, Displacement

Adds language in Article 53 to enshrine academic freedom in the collective agreement. Clarifies that Instructional Assistants shall not be teaching in 53.03.

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Broadens 53.04 (a) to protect NASA members not only from redundancy, but attrition, SIH loss, and hours lost for temporary staff.

Broadens 53.04 (b) to clarify that it is support from the Department needed to bring in IAs, and requires consultation with program's staff.

Inserts 53.04 (c) to stipulate that IA use will be at the request of instructors and not imposed.

Adds 53.05 to add that other support staff will not be used to displace NASA members as noted in 53.04 (a).

NASA Wage Proposal

Moves all NASA members to one wage scale, using the Divisional Librarian scale.

Includes wage increases of 25% on July 1, 2024, and then 10% + a Cost of Living Adjustment (COLA) for July 1, 2025.

Adds LoU for implementation to determine placement on the new scale, and to provide retroactive pay for current and former staff.

Increases casual contract pay by 25% for the remainder of the contract.

Existing Letters of Understanding / Intent

LoI Interpretation - Article 3 - Expire

Expires Letter of Intent - Interpretation of Article 3.

LoU re: Article 3 - Vendor Contract

Amends LoU reflective of changed payment schedule to quarterly instead of biweekly previously agreed on between NASA and NAIT.

Adds stipulation that contractor information be provided to NASA with those dues payments.

Recognizes further conversation between the parties is required to list the appropriate schools as the School of Applied Sciences and Technology no longer exists.

LoU re: Tie-Breaking Seniority - Expire

Reflected in proposal title. Initial tie-breaker has taken place.

LoU re: EPDA Administration - Expire

Reflected in proposal title. EPDA administration has been transitioned.

LoU re: Article 10 - Expire

Reflected in proposal title. Tenant discussions have taken place.

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LoU re: Post Diploma Certificate Threshold - Expire

Expire LoU contingent on Post Diploma Certificate Thresholds being negotiated into the agreement.

New Letters of Understanding

New LoU - Recognizing Pandemic Work & Risks

Provides one time payment of \$1,000 for all staff who had worked from Mar 11, 2020 - Aug 27, 2022.

New LoU A.I. Technological Change

Proposal to be tabled at a later date to create a new Letter of Understanding to protect the rights of NASA members when A.I. including Generative Artificial Intelligence may be used.

New LOU - Pay & Job Status Equity Review

Requires NAIT to conduct an analysis of pay equity, and job status equity, and then do the same every 3 years after, reporting to NASA and the Board of Governors.

New LOU - Pharmacare

Requires negotiations to take place should the federal or provincial government add prescription drug coverage that results in savings to the group benefits plan, and that NAIT shall not reduce the overall cost of the group benefits plan or otherwise re-allocate savings without NASA's agreement.

New LOU - Distributed Work

Adds in language via LOU for distributed work agreements which includes:

- At least annual review of the agreement.
- Staff being given reasons in writing for any denied request.
- Rejection after review of their request can be grievable.

New LOU ARNS Support

Adds a new Letter of Understanding requiring NAIT to reinstate the support they have recently cancelled for the Associate of Retired NAIT Staff through funding of \$7,000 a year, meeting space on campus, and website space hosted by NAIT.

New Articles - numbering of articles to be determined at a later time.

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New Article “A” Discipline, Investigation and Representation

Adds new Article that:

- Outlines the principles of discipline including correcting conduct/performance, the burden of proof being on the employer, and the types of discipline that may be imposed.
- Representation rights for discipline, investigation, as well as administrative leave.
- In initiating a discipline or investigation meeting requiring the employer to provide the purpose, identify the right to representation, allow time for the member to arrange representation, and disclose the nature of allegations being investigated within 24 hours of the meeting.

Removes 10.07 which has a narrower requirement for representation rights.

New Article “B” Wellness Day

Adds the right to one wellness day per calendar year, and requiring two weeks notice for staff to arrange. This is already in place for AUPE staff at NAIT.

New Article “C” Evening & Weekend Premium

Adds definitions of evening and weekend shift periods, and compensation for shifts and hours worked within those periods. \$2.75 for evenings, \$5.00 for overnight and early morning, and \$3.25 for weekends.

New Article “D” Privacy and Surveillance

Adds right not to be put under surveillances except where danger, threats, or contravention of the law may be present.

New Article “E” Contracting Out

Requires NASA consent for contracting out bargaining unit work, including work currently performed by association members.

New Article “F” Salary Schedule Placement Review

Provides rights for new staff to have their salary schedule placement reviewed within 2 months of hire. Adds that salary schedule advancement happens on the first full pay period following their anniversary.

New Article “G” Domestic Violence Leave

Provides paid domestic violence leave of up to 10 days

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New Article “H” Rights of Employees to Raise Concerns

Affirms the right to raise concerns with management, and allowing representation when that happens.

New Article “I” Counsellor Workload

Adds provisions for counsellor workload with thresholds for student loads including emergency students and recurring patients, and overload payment when thresholds are consistently exceeded.

Also establishes a campus wide student-counsellor ratio.

Renaming Temporary to Term - Multiple Articles

Renames Temporary staff as Term staff throughout the agreement.