

Note: These proposals were presented to NAIT on August 1, 2024 in separate files.

Guide to the proposals below:

Formatting:

Proposal titles are generally based off an entire article, but covering a particular change that may change only a part of an Article, or amend multiple articles.

Proposal and Document Naming:

Proposals amending existing articles have been named with the most prominent article e.g. 16.06 Reducing SIHs.

Numbers are added to some document names to allow for better sorting of files and spreadsheet rows:

Documents reflecting parts of the agreement that are not numbered e.g. wage grids, Appendix A, existing LoUs are numbered in the 60s.

Documents adding new LoUs are numbered in the 70s.

New articles are labelled with letters, to be numbered at a later time. e.g. B Wellness Day.

Proposals adding new definition subclauses to 1.01 are listed as (xx) (yy) etc to be numbered at a later time.

New language:

All new language not currently in the collective agreement **is in bold**.

Removed language:

All language removed from the current collective agreement is struck through in red ~~like this~~.

1.01 (aa) Clarity for "New Course Delivery"

Modify 1.01 (aa)

"Article 1.01 (aa) "new course delivery" means a course that has not been taught by the instructor **for four (4) years or** following the most recent major course development. Courses that have undergone major course development are considered as new course delivery;"

1.01(h) Eliminating Casual Status

Add to 1.01, modifying the existing 1.01 (h), but re-ordering within 1.01 as it now falls under "sup" alphabetically instead of "cas".

Eliminate 1.01 (h)

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

Adds a new subclause to 1.01:

"(xyz) "supplementary contract assignments" are assignments that may be offered to Continuing or Temporary staff members such as curriculum development, course offerings, or other duties within the instructor scope of work, with pay offered in addition to their regular salary..

Adds to existing 3.05 (d) while eliminating 3.05 a through c and 3 - through k. 3.05 may be further modified by the proposal Right of Refusal of Supplementary Contract Assignments.

3.05 ~~Casual staff member~~ **Supplementary contract assignments**

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

Remove references to "casual" staff where applicable including:

2.01
3.06
45.01

LOU Re: Article 3 Application

Delete entirely:

45.04

Letter of Intent Interpretation of Article 3

Casual Employee Hourly Rate of Pay on page 52

2.01 Instructors are NASA Members

Amend 2.01, with the removal of “and casual” contingent on proposal Eliminating Casual Status being adopted

“2.01 This Agreement will apply to staff members and persons in continuing,; and temporary ~~and casual~~ employment **including those** delivering Advanced Education Ministry approved credit programming **and non-credit programming, including but not limited to, programming through Continuing Education**, and/or employed by the Institute in one of the following classifications:

- (a) Instructor
 - (b) Counsellor
 - (c) Librarian
 - (d) Curriculum & Instruction Specialist (C&I Specialist)
- pursuant to the Post-secondary Learning Act.”

2.02 - Only NASA Members can do NASA Work

Add to Article 2:

“**2.02 Except to the extent and to the degree agreed upon by the Institute and Association including through Letters of Understanding, no work ordinarily performed or which could be performed by a staff member covered by this agreement shall be performed by another employee of the Institute or by a person who is not an employee of the Institute.**”

3.02 - Proportion of Delivery

Amend 3.02:

“3.02

~~The total number of Scheduled Instruction Hours (SIHs) delivered by Continuing staff members will not be less than seventy-one percent (71%), June 30, 2023 of the total annual number of SIHs delivered across the Institute.~~

The total number of Scheduled Instruction Hours (SIHs) delivered by Continuing staff members' **workload assignment** will not be less than **ninety percent (90%)** ~~sixty-seven percent (67%), June 30, 2024~~ of the total annual number of SIHs delivered across the Institute.

~~The headcount ratio for Librarians, Counsellors, and C&I Specialists will not be less than seventy-one percent (71%), June 30, 2023 and does not include those backfilling for continuing staff on the following leaves of absence: maternity/parental leave, general illness leave, long term disability leave (with or without pay), WCB leave, compassionate care leave.~~

The headcount ratio for Librarians, Counsellors, and C&I Specialists will not be less than **ninety percent (90%)** ~~sixty-seven percent (67%), June 30, 2024~~ and does not include those backfilling for continuing staff on the following leaves of absence: maternity/parental leave, general illness leave, long term disability leave (with or without pay), WCB leave, compassionate care leave.”

Amend 3.06, with removal of “Casual” contingent on acceptance of proposal on Eliminating Casual Status.

“3.06 (a) Temporary ~~and Casual~~ Instructor SIH Ratio **Reporting**

The Institute shall provide to the Association by January 15th, the ratio for the previous fall term. If the ratio is less than **90%** ~~71% (June 30, 2023) and 67% (June 30, 2024)~~ the Institute shall consult with the Association to develop a plan (forecast) that will ensure the “actual” ratio reported as of June 30 is at or above **90%** ~~71% (June 30, 2023) and 67% (June 30, 2024)~~ for the current year ending June 30th. The Institute shall provide to the Association by July 15th, the ratio for the previous Winter term.

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

The Institute shall provide to the Association by January 15th, the ratio for the previous fall term. If the ratio is less than **90%** ~~71% (June 30, 2023) and 67% (June 30, 2024)~~ the Institute shall consult with the Association to develop a plan (forecast) that will ensure the “actual” ratio reported as of June 30 is at or above **90%** ~~71% (June 30, 2023) and 67% (June 30, 2024)~~ for the current year ending June 30th. The Institute shall provide to the Association by July 15th, the ratio for the previous Winter term.”

3.03 - Full-Time Hours for Temporary Staff

Amend 3.03:

“3.03 Temporary Staff Members

In the case of part-time temporary staff members, where applicable, the provisions shall be applied on a pro-rata basis. **The job postings, offer letters, and assignment letters for temporary staff members shall explicitly state whether the position is full time, and where part-time it shall state the FTE e.g. 0.8.”**

Amend 3.04 (d):

“3.04 (d) The hours of work for a temporary staff member shall be established at the commencement of each assignment in accordance with Article 16. The SIHs for a term, semester or apprenticeship intake would not exceed that of a continuing staff member in the same program, for a similar period. **A temporary staff member with an assignment of Full Time hours of 36.25 hours per week shall not be assigned or paid less than 36.25 hours per week. Any increase to the hours of work for a part-time temporary staff member shall be by mutual agreement.”**

3.04 - Providing Benefits for Temporary Staff

Amend 3.04 (a), (b) remains unchanged, and delete 3.04 (c). Contingent on proposal on Eliminating Casual Status being accepted.

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

Article 15 Hours of Work (as amended below)

~~Article 17 Paid Holidays~~

~~Article 18 Annual Vacation Leave~~

Article 19 Special Leave

Article 22 Maternity and Parental Leave

Article 23 Illness Leave

Article 24 Professional Development

~~Article 27 Group Benefits Plan~~

~~Article 28 Long Term Disability Insurance Plan (LTD)~~
~~Article 29 Business Travel Coverage~~
~~Article 30 Workers' Compensation Supplement~~
~~Article 31 Group Insurance (except that Accidental Death and Dismemberment for
Institute Business Travel shall apply)~~
~~Article 32 Pension Plan~~
Article 34 Membership in Professional Association
Article 44 Acting Incumbent Role
Article 46 Redundancy
Article 54 Salary
Article 55 Phased-In Retirement Plan
~~Article 56 Dependent Scholarship Plan~~

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

~~(c) Notwithstanding Article 3.04(a), a staff member hired for temporary 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."~~

3.04 (i) - Adding Human Rights Recognition for Precarious Staff

Amend 3.04 (i)

"3.04 (i) The temporary staff members will not have access to the grievance procedure for matters related to termination of their employment as a result of the conclusion of the work assignment. **Unless the termination is an alleged violation of human rights, then the temporary employee shall have access to the grievance procedure including arbitration for termination of their employment.**"

Amend 3.05 (h), not required if proposal on Eliminating Casual Status is accepted:

"3.04 (h) The casual staff member will not have access to the grievance procedure for matters related to termination of their employment due to the conclusion of the work assignment. **Unless the termination is an alleged violation of human rights, then the temporary employee shall have access to the grievance procedure including arbitration for termination of their employment.**"

Amend 48.01 (i)

“48.01 (d) notwithstanding 48.01 (a), a grievance regarding the dismissal of a probationary staff member or a performance evaluation shall be settled at Step 3 of this procedure, and is not arbitrable, **unless the termination is an alleged violation of human rights, then the probationary staff shall have access to the grievance procedure including arbitration for termination of their employment.**”

3.04(j) - Improved Conversion for Temporary Staff

Amend 3.04 (j)

“3.04 (j) A temporary staff member who has been working fulltime (**greater than 50% of standard workload**) ~~may~~ **must be offered the opportunity to become** a continuing staff member if all of the following criteria are met:

- I. The individual has worked ~~consecutive fall and winter~~ **two (2)** academic terms in **each of** the previous ~~three (3)~~ **two (2)** academic years immediately preceding the potential conversion date; and
- II. The fulltime position is not created based upon the incumbent’s skill set but rather the incumbent is a subject matter expert to the program’s needs; and
- III. There is reasonable belief that there will be an ongoing need for a fulltime staff member to perform the full scope of the instructor role, for the foreseeable future; and
- IV. The temporary staff member has not been hired to fill one or more vacancies created by a continuing staff member who is away from their assignment/position. In such cases the temporary staff member may be retained as a temporary employee.”

3.05 - Right of Refusal of Supplementary Contract Assignments

Amendments to 3.05 (d) below reflective of adoption of proposal for 1.01 (h) Eliminating Casual Status, but proposals are not contingent on each other.

(d) Continuing and temporary staff members will be ~~considered~~ **given right of first refusal for casual supplementary contract assignments for curriculum development, course delivery, or perform other duties within the instructors scope before the Institute may post an external hire for the work.**

NAIT is committed to a transparent selection process for ~~casual~~ **supplementary contract** assignments that will be determined by each School and shared with NASA annually. ~~Casual~~ **Supplementary contract assignment** SIHs worked by continuing and temporary staff members shall not be counted towards their thresholds. **Supplementary contract assignments awarded to part-time staff shall count towards their FTE for the application of pro-ration to any applicable part of the collective agreement.**

7.04- Providing up-to-date Information

Add (b) and (c) to 7.04. Language is reflective of the proposal 1.01 (h) Eliminating Casual Status being adopted, and may require modification, but the two proposals are not contingent.

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

(a) name, address, email, classification, ID number, position, whether they are active/inactive, changes to job status, start date, Program and Department, FTE and Association dues amount remitted for each staff member at the times of dues collection;

(b) Twice a year in February and October the Institute shall provide the Association with separate reports from the dues collection reports that indicate for each employee: name, ID number, personal email and phone where provided, gender, and position on the pay grid, as well as the most recent contract start date for every Temporary staff employed at NAIT since the last report was generated, including those that are no longer employed with NAIT.

(c) The Institute shall provide the Association with a copy of each signed contract of Temporary staff, Chairs, and Associate Chairs no later than one week after the start of the contract.”

8.02 - No Policies that are Non-Grievable

Add 8.02 to Article 8:

“8.02 The Institute shall not create or maintain any policy which would interfere with or waive a staff members’ rights to file and pursue a grievance except where otherwise specified in this Agreement.”

10.01 - Restoring Services to NASA Office

Amend Article 10:

“ARTICLE 10 INSTITUTE - ASSOCIATION RELATIONS

10.01 The Institute shall provide the Association with an appropriate office and ~~the use of all~~ internal communication services **including distribution lists to communicate to all NASA members, computing including IT support, the same software licences that NAIT provides to academic staff, and custodial services**, without charge.

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

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

10.09 - Paid Union Orientation

Add new subclause to Article 10, numbering as appropriate with other proposals that may or may not be adopted.

“10.09 A representative of the Association will be allowed to provide an orientation to the Association of up to sixty (60) minutes to new staff members within the first 3 months of the new staff members start date. This orientation shall be scheduled at a time for the representative of the Association and new staff member that shall not interfere with or interrupt normal Institute operations. The Association will be provided advance notice of dates for new staff members.

A new staff member shall be advised of the name(s) and location(s) of the union representative(s) for their area. The Institute will provide the link to the Collective Agreement in the staff members offer letter.

Add new subclause to Article 12, numbering as appropriate with other proposals that may or may not be adopted.

“12.06 A sixty (60) minute workload reduction shall be provided to staff members who conduct orientations to the Association in their capacity as Association representatives, under 10.09. The Institute will not request reimbursement from the Association for this time.”

12.01 - Clarifying Time Off for Union Business

Add new subclause to 1.01:

“1.01 (xx) “Download” means a reduction in the applicable threshold for Scheduled Instructional Hours.”

Replace “workload adjustment” with “download” throughout the agreement including:

- 16.03
- 16.03 (7)
- 16.03 (8)
- 16.03 (9)
- 16.08

Amend Article 12. Further amendment may come if proposal “12.04 Improving Union Representation” is agreed upon. Removal of 12.01 (d) contingent on adoption of 16.03 (4) Recognizing NASA Members Work.

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

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

For ~~time off~~ **downloads** under ~~12.01 this Article~~, the Association shall reimburse the Institute for the corresponding portion of the staff member’s salary, benefits, and vacation leave. ~~Workload adjustments under this Article will normally be for integral multiples of one (1) semester or one~~

~~(1) apprenticeship intake.~~ Scheduling accommodations will not result in reimbursement if the work is completed on a flexible basis.

For staff members who are not instructors, downloads would not apply and the staff member would instead receive appropriate time off from their scheduled working hours, and the Association shall reimburse the Institute for the corresponding portion of the staff member's salary, benefits, and vacation leave. Schedule accommodations can still apply for non-instructor staff.

The Association shall indicate on its request whether downloads, time off for non-instructors, and/or scheduling accommodations will apply in that specific request.

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

- (a) Member of Academic Council.
- (b) Member of NAIT's Board of Governors.**
- ~~(c) Member of a standing Association committee.~~
- ~~(c) Representative of a staff member as provided in Article 48.~~

~~12.03~~

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

12.04 **3** The President of the Academic Staff Association shall advise the President of the Institute, in writing, of the names of those specific staff members who represent the Association for the purpose specified in Article 12.01."

12.04 - Improving Union Representative Leave

Add new subclause in Article 12, numbered appropriately with other proposals that may be adopted to amend Article 12.

“12.04 Upon application to and upon receiving the acknowledgement of the Employer for each applicant, official representatives of the Union shall be granted a workload reduction for the purpose of settling a grievance, including attending Arbitrations. The Institute will not request reimbursement from the Association for this time.”

~~Release time for the purposes of attending negotiation sessions will only be granted to a maximum of four (4) Employees, other than those granted release time under Article 12.01.”~~

13.01 - Less Punitive Resignation

Amend 13.01:

“13.01 A staff member is required to provide the Dean with ~~eight (8)~~ four (4) weeks prior written notice of resignation if the staff member wishes to resign in good standing. When a staff member has not resigned in good standing, the Institute may have that noted on the staff member’s human resource file and the Institute may reflect this in any reference or take into consideration if the staff member applies for any position with the Institute. ~~For each calendar week or fraction thereof that the written notice falls short of eight (8) weeks, the staff member shall be required to forfeit 7.5% of the staff member’s biweekly salary rate.”~~

15.04 - Overtime Pay

Add new subclauses to Article 15, number appropriately with other proposals that may or may not be adopted.

“15.04 An academic staff member occupying a position in any classification covered by this collective agreement shall receive overtime compensation, at time and one-half (1 ½) for all authorized hours worked in excess of the normal hours of work specified under 15.01 & 15.02 of this collective agreement. Such overtime hours shall be paid in the next pay period following the one in which they were reported.

15.05 There shall be no pyramiding of rates of pay in the calculation of:

- (a) Overtime**
- (b) Overload pay”**

15.06 On Call / Call in Pay

NASA will table a proposal at a later time in 2024 to add new language in Article 15 to define On Call and Call In work, and stipulate payment for that work.

15.07 - Two Week Schedule Change Notice

Add new subclause to Article 15, numbered appropriately to account for other proposals that may or may not be adopted that also modify Article 15.

“15.07 Shift Changes

(a) The provisions of 15.07 (b) and (c) apply to all staff members who are not included in Article 16 Instructor Workload including Curriculum & Instructional Specialists, Librarians, and Counsellors.

(b) Where a change is made in a Continuing or Temporary staff members' scheduled hours of work, 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.

(c) 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.”

15.08 Evening & Weekend Premium

Add to 1.01:

“(yy) “Compulsory evening assignments” means assignments including courses that are regularly scheduled starting at 17:00 hours or later at least once a week during a semester or intake. Single occurrence or sporadically scheduled evening assignments such as Program Preview are not considered compulsory evening assignments.”

Add to Article 15, subclause numbering dependent on other proposals for Article 15.

“15.08 Compulsory evening assignments shall be first offered to volunteers from existing staff members. Where operational requirements are not met through a sufficient number of volunteers, the Institute may assign evening work to continuing staff starting with those with the least seniority, distributed as equitably as possible. A staff member may not be assigned evening duties in two (2) consecutive semesters or intakes, unless mutually agreed to in writing.

Where more volunteers come forward for evening assignments than there are positions available, the Institute will select from volunteers first who have had the fewest opportunities for evening assignments, and then by the highest seniority.”

16.03 (1) Reduced Time to Keep SIH

Amend 16.03 (1) paragraph 3:

“For medical or other approved leaves, excluding vacation, that exceed ~~five (5)~~ **two (2)** consecutive days, the annual SIH threshold will be reduced by the number of SIHs assigned during the period of absence.”

16.03(1) - No SIH Loss on Assigned Work

Add to paragraph 2 in 16.03 (1):

“Substitution may be required as part of the instructor’s workload. Substitution occurs when an instructor is unable to deliver their SIH due to absence or other extenuating circumstance, requiring another instructor to deliver the SIH as scheduled. The SIH will be credited only to the instructor(s) who delivers the curriculum or hands-on skills instruction., **except in situations where NAIT has required an instructor to take on other duties during one of their normally scheduled SIHs. In that instance the instructor who was originally scheduled to**

deliver the SIH(s) would have their SIH threshold reduced by the number of SIHs missed due to NAIT's assignment of other duties.”

16.03(4) - Recognizing NASA Member Work

Amend 16.03 (4):

4. Service

May include but not limited to: NAIT committee participation, conducting ~~classroom teaching~~ observations of peers, participating in NAIT Open House and Program Previews, and assisting with student events. **NASA representatives on the Board of Governors, Academic Council and Joint Work Site Health and Safety Committee attending regularly scheduled meetings, those called by the Chair of those bodies, and where otherwise required by NAIT.** Working with relevant communities, industries, businesses, or professional organizations, will be considered service. Relevancy will be determined in collaboration between the Department Head, program leadership and instructor.

16.03(7) - Quantifying Chair Download

Add to 16.03 (7):

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

Program leadership shall have their SIH threshold reduced by not less than 50%. There shall be additional reductions reflecting the number of programs supervised, number of staff supervised, number of students supervised, complexity of the program and experience of the chair. The extent of the additional reductions shall be determined through discussion with the Chair at the discretion of the relevant Associate Dean Academic or designate. The Chair shall be provided an explanation of how the above listed considerations have adjusted their download.

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

Chair (Leader II)
Associate Chair (Leader I)”

16.03(9) - Reducing Class Size Formula

Amend 16.03 (9):

“9. Class Size

To recognize the impact of class size on workload, additional SIHs will be given to the instructor based on the following calculation **for the academic year worked by the Instructor.**

$$\text{Additional SIHs} = (\text{CSF} - 12,500) / 83$$

This calculation is then applied on a per semester or intake basis, with 12,500 divided by the number of semesters or intakes assigned to the instructor.

Where;

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

If an instructor is assigned a workload adjustment as per Article 16.03, the **12,500** will be adjusted accordingly.”

16.04 - 36.25 Hour Week & Assignment Notice

Amend 16.04, references to 15.04 & 15.05 contingent on proposal 15.04 Overtime Pay being adopted.

“16.04 In accordance with the Workload Model described in 16.03, the allocation of the instructor’s assignable workload hours will be done through discussion with the instructor and their program leadership and/or Department Head. Consideration shall be given for minor course development, class size, type of student assessment, marking, new course delivery, experience level of instructor, complexity of workload, the number of different courses being delivered and mode of delivery. **The Instructor shall be provided an explanation of how the above listed considerations have adjusted their assigned duties.**

The above mentioned discussion shall include an assessment of whether or not the Instructor’s workload is within the limits of the assignable workload hours specified in 16.02. The Instructor shall not be given an assignment requiring more than the assignable workload hours unless by mutual agreement. The Instructor shall then be approved for overtime per 15.04 & 15.05. If the Instructor disagrees with the assessment of assignable workload hours they may file a workload review per 16.09.

The Department Head will provide final approval of the instructor’s assignable workload hours for the academic year. An instructor’s assignable workload hours will be established **no later than the end of May prior to the commencement of the next academic year.** ~~as early in the academic year as possible.~~ The Department Head will ensure all instructor workload assignments are available for instructors in their respective programs, **and shall notify the Instructors when they are made available.** When changes to the workload assignment are necessary **due to unforeseen circumstances** during the academic year, program leadership or Department Head will discuss the changes with the instructor as soon as reasonably possible. **Absent any unforeseen circumstances, necessary changes to the workload assignment require 90 days notice prior to the start of a semester or intake.**

In addition to the above mentioned required notification that the assignable workload hours for the academic year have been published, instructors shall be provided the courses to be taught and number of sections 90 days ahead of the start of a semester or intake.

Failure to provide the above-mentioned required 90 day notices will result in a minimum overtime pay of 7.25 hours at 1.5 times the instructors hourly rate of pay, or approved overtime pay for any new and necessary prep work that can not be completed during the regular 36.25 work week.”

16.04 - Limiting Weekly, Daily, Consecutive SIH Scheduling

New paragraph inserted at the end of 16.04:

“Scheduled Instruction hours shall not exceed the following without mutual agreement of the staff member and the Institute:

- (a) The greater of twenty (20) hours or three percent (3%) of the applicable Scheduled Instruction Hours, in any given week averaged over a fifteen (15) week period, or over the period of one intake for apprenticeship programs.**
- (b) Six (6) hours in any given day, or**
- (c) Four (4) consecutive hours in any given day”**

16.05 Spring-Summer Scheduling

Modify 1.01 (b)

1.01 (b): “Academic year” means the period from ~~July 1 to June 30~~ **September 1 to August 31;**

Add new subclauses to 1.01:

“(zz) “Non-apprentice teaching periods” means the Fall semester (September - December), Winter semester (January-April), and the combined spring and summer period from May-August;

(xxx) “Apprentice summer teaching” means intakes that begin in July and end before September;”

Add new language in 16.05

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

(a) Spring and Summer Teaching Assignments - Non-Apprentice Programs

Spring and summer teaching assignments shall be first offered to volunteers from existing instructors. Where operational requirements are not met through a sufficient number of volunteers, the institute will seek to fill summer term instructional positions through temporary staff.

Where more volunteers come forward to teach in the spring and summer period than there are positions available, the Institute will select from volunteers first who have had the fewest opportunity to teach in the spring and summer, and then by seniority.

(b) Apprentice Summer Instruction.

Apprentice summer teaching assignments shall be first offered to volunteers from existing instructors. Where operational requirements are not met through a sufficient number of volunteers, the institute will first seek to fill summer term instructional positions through temporary staff.

Where more volunteers come forward to teach in the summer teaching period than there are positions available, the Institute will select from volunteers first who have had the fewest opportunity to teach in the summer, and then by seniority.”

16.06 - Lowest Loading for Degree/Diploma Courses

Amends 16.06:

“16.06 The assigned scheduled instruction hours (SIHs) as a component of the assignable workload hours model, as described in Article 16.03, are subject to the following assignable thresholds based on the category of instruction. A staff member whose teaching assignment includes different categories of instruction will have their SIH threshold blended. **A course that is offered in multiple categories of instruction will have their SIH threshold for that class set at the lowest possible threshold.**”

16.06 - Reducing SIH Thresholds

Amend the table in 16.06:

| Category of Instruction | SIH Threshold |
|---|----------------------|
| Apprenticeship | 685 552 |
| Diploma/Certificate | 585 427.5 |
| Applied Degree (BAIST) | 515 450 |
| Degree/ Post Diploma Certificate | 449 370 |

Amend Appendix A to add Post Diploma Certificate as a category of instruction.

16.07 - Not Using Contracts to Avoid Overload

Contingent on language in 1.01 (h) on supplementary contract assignments being approved. Add a new subclause to 16.07, lettering appropriate with other proposals adopted that amend 16.07

(e) When an instructor has been assigned SIHs beyond their threshold, the Institute will not offer that instructor a supplementary contract assignment to replace SIHs in their assignment. They may still be offered supplementary contract assignments that do not take away from their assigned SIHs.

16.07 - SIH Overload by Semester or Intake

Amend 16.07:

“16.07 Additional SIHs worked

a) Apprenticeship programs

In addition to the thresholds in 16.06 for the academic year, thresholds shall also apply within intakes.

Thresholds for each intake shall be calculated by dividing the academic year threshold by the number of intakes typically assigned to one full-time instructor in the program.

When an instructor’s SIHs exceed their respective threshold number at the end of the academic year **and/or at the end of any intake**, the excess SIH hours will be paid at three times (3X) their hourly rate of pay.

b) Non-apprenticeship programs

In addition to the thresholds in 16.06 for the academic year, thresholds shall also apply within each of the three periods: Fall semester, Winter semester, and Spring-Summer period.

Thresholds for any of the three periods shall be one half of the annual threshold in 16.06.

When an instructor’s SIHs exceed their respective threshold number at the end of the academic year **and/or at the end of one of the three periods**, the excess SIH hours will be paid at three times (3X) their hourly rate of pay.

- c) ~~This~~ **The** additional payment of three times (3X) the hourly rate of pay for all Instructors will be made as soon as reasonably possible after the end of the academic year, **intake, or period as appropriate per 16.07 a) or b).**
- d) **Where an instructor's SIHs in an academic year exceeds both the academic year threshold as well as the thresholds for an intake or period, they shall only receive the overload pay once per SIH.**
- e) **Notwithstanding the above, an individual program through its program leadership after discussing with the program instructors may request that SIH thresholds apply only over the academic year rather than by semester or intake. Such requests then require mutual agreement of the Institute and Association and shall be documented in writing before implementation. Agreement shall be granted for no more than one academic year, and renewal shall require mutual agreement of the Institute and Association."**

16.09 - Improving Workload Review Language

Amend 16.09:

"16.09 Workload Review

Upon request of the instructor, the Department Head and/or Associate Dean Administration will review the staff member's workload assignment to ensure it is in alignment with the workload model and based on the principles of equity and fairness within the program. Instructors may choose to have a NASA representative accompany them to any meeting that is scheduled to discuss the ~~request for~~ review.

- a) If an instructor desires a review of their workload assignment, that instructor may, within ten (10) working days of notification of the assignment, **change in assignment, or encounter unanticipated work needed for their assignment,** request a meeting with the Department Head to discuss the issue. **The Department Head will arrange to meet with the instructor within five (5) working days of the meeting request.** If it is not resolved to mutual satisfaction, the instructor may within five (5) working days after receiving the decision, bring the issue to the attention of the Dean or designate who shall consult with two (2) instructors named by the Association and render a written decision within five (5) working days.
- b) Within five (5) working days of receiving the decision of the Dean or designate, the instructor may request a further review of the decision which will be conducted by a Workload Review Committee consisting ~~of the Provost/Vice-President Academic or designate and the President of the Association or designate~~ **of three (3) Faculty Members appointed by NAIT Academic Staff Association, and three (3) Administrators appointed by the Vice-President Academic or designate. A faculty member may not sit on this committee if they are under consideration. The**

chairperson shall be appointed by the committee and in event of a tied vote, the Chair shall have a second dividing vote.

- i. The Workload Review Committee shall determine and make available its own procedure.**
- ii. The Workload Review Committee shall have ten (10) working days to render a decision on the matter, and will forward their recommendation to the Vice-President Academic or designate.**
- iii. The committee shall study relevant documents and conduct interviews as necessary; review the assigned workload for reasoned equity across work unit and School.
- iv. If either the association or the employer is unsatisfied with the outcome, they may bring it to arbitration under Step 4 of the grievance procedure, Article 48.03.”**

17.01 - Federal Holidays

Amend 17.01:

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

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

Additional statutory holidays proclaimed by the Province of Alberta **and/or Government of Canada** shall be observed.”

17.02 - Reading Week Days

Amend 17.02:

“17.02 Staff members shall be entitled to two (2) days' paid leave as Reading Days, which shall be designated as the consecutive Tuesday and Wednesday of the week in February in which Family Day occurs.

~~If, due to operational requirements,~~ **Should** a staff member **choose** ~~is required~~ to work on either or both of the days designated as Reading Days, alternate lieu day(s) during the academic year will be granted at a time mutually agreed between the staff member and the work unit leader.

All continuing staff ~~will~~ **may** utilize two (2) days of vacation on the Thursday and Friday of the week in February in which Family Day occurs. Requests to work on these days will be approved if operationally feasible and shall not be unreasonably denied.

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

18.03 Vacation Interruption Pay

Amend 18.03:

“18.03 Once vacations are authorized they shall not be changed, ~~other than in cases of emergency,~~ except by mutual agreement **or as outlined in (a)**

- (a) No staff member shall have vacation cancelled or rescheduled by the Institute unless it has been assessed to be a recognized critical unforeseen emergency and it can be demonstrated that a bona fide attempt was made to mobilize the appropriate, available resources to address and resolve the issues before activating these provisions. A staff member who has vacation cancelled by the Institute shall be paid 2X their Basic Rate of Pay for 7.25 hours for each day or part thereof worked during the period of vacation cancelled by the Employer. The Employer shall also reimburse all non-refundable costs related to the cancellation of the vacation.”**

Amend 18.06:

“18.06 If a staff member is ~~required~~ **asked** by the Institute to take a training course during the staff member’s vacation period **and the staff member agrees to have their vacation cancelled or rescheduled**, the staff member shall, in addition to vacation pay, receive an amount equal to one day’s pay for each day of vacation used for attendance at the course. One day’s pay is equal to biweekly salary divided by ten (10). **18.03 still applies in this situation with mutual agreement required for attendance at training courses taking place during a staff member’s vacation.”**

18.11 - Vacation Parity

Amend 18.11 & 18.12, delete 18.13 & 18.14:

~~INSTRUCTOR AND COUNSELLOR VACATION ENTITLEMENT~~

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

18.12 Vacation leave may be allowed to accumulate for use at any time in accordance with the general provisions of this Article, to a limit of fifty (50) days. If a staff member has fifty (50) days of vacation leave credit, the staff member shall cease to accrue vacation leave credit unless the Dean has authorized additional accrual because of exceptional circumstances.

~~LIBRARIAN AND CURRICULUM & INSTRUCTION SPECIALIST VACATION ENTITLEMENT~~

~~18.13 Subject to 18.09 and 18.14, a staff member who is in the Librarian or Curriculum & Instruction Specialist classification shall, for each pay period of service, earn the following amount of vacation leave in direct proportion to the time worked:~~

- ~~(a) 0.9583 days if the staff member has less than five (5) years of service; or~~
- ~~(b) 1.1499 days, if the staff member has five (5) but less than ten (10) years of service; or~~
- ~~(c) 1.3416 days, if the staff member has ten (10) or more years of service.~~
- ~~(d) 1.5332 days, if the staff member has fifteen (15) or more years of service. The amount of service shall be determined as of the first day of each pay period.~~

~~18.14 Vacation leave earned under Article 18.13 may be allowed to accumulate for use at any time in accordance with the general provisions of this Article, to a limit of forty (40) days. If a staff member has forty (40) days of vacation leave credit, earned under Article 18.13, the staff member shall cease to accrue vacation leave credit unless the Dean has authorized additional accrual because of exceptional circumstances.~~

22.04 - Full Parental Leave Top-Up

Amend 22.04:

22.04 Employees going on Maternity **and/or Parental** leave who are eligible for Employment Insurance Benefits are also eligible for the Supplemental Employment Benefits (SEB) plan which is a top-up to EI payments, **which shall top-up the staff members' salary to 100% pay.**

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

Amend 22.07:

22.07 If the Institute employs both parents of one child, ~~the~~ **a combined sixty-nine (69)** ~~sixty-two (62)~~ weeks of parental leave may be taken wholly by one of them or may be shared by them. The Institute is not required to, but may at its discretion, grant parental leave to both parents at the same time.

23.05 - Increase GI to 80 days full pay

Amend table in 23.05:

| Completed Calendar Years of Service | General illness leave at full salary | General illness leave at 70% salary |
|-------------------------------------|--------------------------------------|-------------------------------------|
| 1st Month | 0 days | 70 days |
| Less than 1 Year | 10 days | 70 days |
| 1 Year | 15 days | 65 days |
| 2 Years | 25 days | 55 days |
| 3 Years | 35 days | 45 days |
| 4 Years | 45 days | 35 days |
| 5 Years | 60 days | 20 days |
| 6 Years | 70 days | 10 days |
| 7 Years | 80 days | 0 days |

23.12 - No Sick Note Before 11 Days

Delete 23.12 (a) and amend the remainder of the subclause:

23.12

~~(a) The staff member shall provide a medical certificate from a physician for any absence due to general illness. The medical certificate will indicate the expected duration of the illness or injury;~~

~~the individual is under a physician's care, and the illness or injury prevents the individual from performing full normal or modified duties.~~

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

24.02(b) - Increase EPDA to \$1000

Amend 24.02 (b)

24.02 (b) At July 1st of each year, the Institute shall make available ~~\$800~~**\$1000** (prorated for part-time employees and new employees hired after July 1) for each staff member to be used for Professional Development. Utilization of the ~~\$800~~**\$1000** is subject to approval by program leadership and Department Head to ensure alignment and consistency with Article 24.01.

- i) Expenses for Learning Assignments may include tuition and instructional fees, registration fees, travel and subsistence costs.
- ii) Expenses for an Educational Resource shall be as defined in 24.01(d).
- iii) Funds unspent from annual Employee Professional Development Account contributions may be carried forward to the next year, but shall not exceed ~~\$3,200.00~~**\$4,000**.

27.07 - Increase FSA/HSA to \$1250

Amend 27.07:

27.07 The Institute shall pay ~~\$750~~**\$1,250** per calendar for each full time staff member into the Flexible Spending Account to be administered by the third party provider.

32.02 - Protections for LAPP

Add 32.02 and 32.03:

“32.02 For any staff member who is a member of the Local Authorities Pension Plan, the Institute shall contribute to an alternate plan that will provide substantially the equivalent benefit as the Plan, as agreed to by the Association if the Plan is terminated or altered.

“32.03 (a) In the event legislation is enacted that has the effect of reducing pensions or pension rights, benefits or the value of the benefits accrued or provided to a staff member (“Reduced Entitlements”) by virtue of the staff member’s participation in the Local Authorities Pension Plan, the Institution shall top up or provide alternate or supplemental compensation (“Alternate Benefits”) that are equivalent in value to the pensions or benefits to which the staff member had or may have become entitled immediately prior to such legislation.

(b) Alternate Benefits shall be funded and paid in such form and manner agreed to by the Association, at no additional cost to Association members.

(c) Reduced Entitlements may include, but are not limited to:

- (i) Restrictions in eligibility, eg. for membership or benefits,**
- (ii) Increases to the amount of an early retirement reduction/penalty,**
- (iii) Increases to the retirement age for qualifying for an unreduced pension,**
- (iv) Reductions in or additional conditions placed on cost-of-living adjustments,**
- (v) Reductions in past or future service benefits,**
- (vi) Change in plan design or defined contribution or target benefits, and**
- (vii) Any other changes that result in any of the foregoing”**

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 for Long-Term Temporary roles

Add to 43.02:

“43.02

- (a) When recruitment activity to any continuing assignment, covered by this Agreement, is undertaken it shall normally be by means of competition and shall be in accordance with recruitment and selection policies and procedures. When the Institute considers it appropriate to proceed without competition, it shall consult with the Association regarding the proposed method of recruitment, selection and for the length of the designated term.
- (b) **Temporary positions may be filled without competition for that position when:**
 - (i) **The position is lower than 0.5 FTE, and/or;**
 - (ii) **The term of the position is the length of one semester or less.**
- (c) **If a Temporary staff member with 0.5 FTE or higher hired without a competition has completed a term the length of one semester and is being considered for a second consecutive term, that position shall be filled through competition.**
- (d) **Temporary staff members who have previously gone through competition at NAIT shall not be subject to 43.02 (b) and (c) , unless there has been a period of greater than two years where the staff member was not employed at NAIT.**

45.01 - Fixing Seniority for Temporary Work

Amend 45.01:

“45.01 “Seniority” means the length of continuous service with the Employer, commencing from the ~~most recent~~ date of hire into **any** classification covered by this Collective Agreement. A seniority date shall be established for all continuing and temporary Employees including all previous periods of continuous employment (not including casual) where there has been no break in service. **A break in service is either a resignation, termination, dismissal, or two periods of employment separated by more than five (5) months.**”

45.04 - No Loss in Seniority for Temporary MAE or AUPE work

Amend 45.04:

“45.04 ~~Seniority shall not apply to casual employees.~~ There shall be no loss in seniority for a staff member who works for one year or less in an AUPE or management and exempt position. However, no Association seniority shall be accumulated during the period outside of the Association bargaining unit, and the staff members seniority date will be adjusted for the length of time outside the bargaining unit upon return.”

46.02 - Clarifying Redundancy Process

Amend 46.02:

“46.02 Notwithstanding Article 43.04, when the Institute determines that there must be a reduction in the number of staff in a work unit, it may transfer continuing staff members. ~~and/or release~~ Temporary staff members in the work unit shall be released before involuntary redundancies of continuing staff members can occur.

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

46.13 - Increasing Redundancy Pay

Amend 46.13:

46.13 A staff member who has been declared redundant and has greater than two (2) years of seniority will be eligible to receive on termination, severance pay, **in the amount of 12 weeks salary for staff with continuous service greater than two years, and four additional weeks salary for every additional year of service up to and including 24 years, in accordance with the following schedule** with examples shown in the following schedule, prorated to the nearest completed quarter year of continuous service,

| <u>Continuous Service</u> | <u>Severance Pay</u> |
|-------------------------------------|----------------------------|
| Greater than two years | 12 weeks salary |
| Greater than three years | 16 weeks salary |
| Greater than four years | 20 weeks salary |

| | |
|--------------------------------------|----------------------------|
| Greater than five years | 24 weeks salary |
| Greater than six years | 28 years salary |
| Greater than seven years | 32 weeks salary |
| Greater than eight years | 36 weeks salary |
| Greater than nine years | 40 weeks salary |
| Greater than ten years | 44 weeks salary |
| Greater than eleven years | 48 weeks salary |
| Greater than twelve years | 52 weeks salary |
| Greater than fifteen years | 64 weeks salary |
| Greater than twenty years | 84 weeks salary |
| Greater than twenty-four years | 100 weeks salary |

47.05 - Reduced Time Discipline File

Amend 47.05:

47.05 A staff member who has been subjected to disciplinary action may, after ~~twenty-four (24)~~ **nine (9)** months of continuous service from the date the disciplinary action was involved, request that the Human Resource file be purged of any record of the disciplinary action. Such request will be granted providing:

- ~~(a)~~ the staff member's file does not contain any further record of disciplinary action during that ~~twenty-four (24)~~ **nine (9)** month period., ~~and~~
- ~~(b) the disciplinary action is not the subject of an unresolved grievance.~~

49.03 - Not Performing Struck Work

Add 49.03:

“49.03 Staff members shall have the right to refuse to perform the work of striking/locked out employees of the Institute. The Employer agrees that it shall not take disciplinary action against a staff member for refusing to cross a picket line of employees at the Institute.”

52.02 - Parking & Transportation

Add new language in Article 52:

“52.02 There shall be no change in parking regulations and policies except by mutual agreement of the parties.

52.03 There shall be no change in parking fees except by mutual agreement of the parties.

52.04 The employer will provide free and secure bicycle parking to any employee that requests it, in order to promote employee health and reduce the institution's carbon footprint.”

53.01 - Academic Freedom, Instructional Assistants and Support Staff Displacement

Amend Article 53. Language in 53.04 (a) (iv) contingent on adoption of Eliminating Casual Status proposal.

“ARTICLE 53 ~~INSTRUCTION DESIGN AND DELIVERY~~ **ACADEMIC FREEDOM**

53.01 Academic freedom is fundamental to the realization and preservation of the Institutes’ commitment to academic excellence. The purpose of this article is to define the rights and obligations related to academic freedom.

(a) Every faculty member is able to exercise academic freedom in the performance of their duties. Academic freedom at the Institute includes the right to enquire about, investigate, pursue, teach and speak freely about academic issues without fear of impairment to position or other reprisal.

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

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

53.03 **While** the Association recognizes that support staff (instructional assistants) have had a role in the domain of instructional delivery and will continue to do so in the future, **that role shall not include teaching.**

53.04 The Institute confirms ~~its intent~~ that:

(a) instructional assistants not be used to displace instructional staff. ~~ie: that~~ The hiring and employment of instructional assistants shall not cause:

- i. redundancy;
- ii. **replacement via attrition, including replacement via attrition of temporary or casual staff;**
- iii. **a reduction of academic staff members' SIHs in the current or following academic year;**
- iv. **a loss of hours for temporary staff.**

(b) the introduction of instructional assistants occur where there is appropriate support from the work unit **as decided by the Department in consultation with the program's staff.**

(c) the use of instructional assistants requires the request of instructors, and must not be imposed on any academic staff.

(~~e~~d) instructional assistants work under the guidance of Instructors, but will formally report to a non-bargaining unit member.

Add 53.05:

"53.05 The Institute also confirms that other support staff including but not limited to Ed Lab Technicians, Ed Lab Technologists, Library Techs, and Learning Design Specialists are intended to support the role of academic staff but not replace them as stipulated in 53.04 (a) i. through iv."

61 - NASA Wage Proposal

Amend 4.01:

“4.01 This Agreement shall be in full force and effect from the date of execution hereof until June 30, ~~2024~~ **2026**. The date of execution shall be the date of ratification and this Agreement shall remain in effect thereafter until a replacement Agreement is established under the Post-secondary Learning Act.”

Replace annual and biweekly salary schedules of “Instructor/Counsellor”, all three “Librarian”, and “Curriculum & Instruction Specialist” with a single schedule:

**Annual Salary Schedule - All NASA Members
 (2024 - 2025)**

| % Increase | | 25% | 10% + COLA* |
|----------------|--------------|--------------|----------------------|
| Effective date | Dec 1, 2023 | Jul 1, 2024 | Jul 1, 2025 |
| Step | | | |
| 3 | \$87,209.00 | \$109,011.25 | \$119,912.38 + COLA* |
| 4 | \$91,230.00 | \$114,037.50 | \$125,441.25 + COLA* |
| 5 | \$95,251.00 | \$119,063.75 | \$130,970.13 + COLA* |
| 6 | \$99,273.00 | \$124,091.25 | \$136,500.38 + COLA* |
| 7 | \$103,293.00 | \$129,116.25 | \$142,027.88 + COLA* |
| 8 | \$107,313.00 | \$134,141.25 | \$147,555.38 + COLA* |
| 9 | \$111,315.00 | \$139,143.75 | \$153,058.13 + COLA* |
| 10 | \$115,356.00 | \$144,195.00 | \$158,614.50 + COLA* |

Leader Stipends (Top of Grid)

| | | | |
|-------------------|--------------|--------------|----------------------|
| | \$115,356.00 | \$144,195.00 | \$158,614.50 + COLA* |
| Leader I - 5.0% | \$5,767.80 | \$7,209.75 | \$7,930.73 + COLA* |
| Leader II - 10.0% | \$11,535.60 | \$14,419.50 | \$15,861.45 + COLA* |

Biweekly Salary Schedules and Stipends
(2024-2025)

| % Increase | | 25% | 10% + COLA* |
|----------------|-------------|-------------|--------------------|
| Effective date | Dec 1, 2023 | Jul 1, 2024 | Jul 1, 2025 |
| Step | | | |
| 3 | \$3,342.73 | \$4,178.41 | \$4,596.25 + COLA* |
| 4 | \$3,496.85 | \$4,371.06 | \$4,808.17 + COLA* |
| 5 | \$3,650.98 | \$4,563.73 | \$5,020.10 + COLA* |
| 6 | \$3,805.11 | \$4,756.39 | \$5,232.03 + COLA* |
| 7 | \$3,959.23 | \$4,949.04 | \$5,443.94 + COLA* |
| 8 | \$4,113.34 | \$5,141.68 | \$5,655.84 + COLA* |
| 9 | \$4,267.49 | \$5,334.36 | \$5,867.80 + COLA* |
| 10 | \$4,421.60 | \$5,527.00 | \$6,079.70 + COLA* |

Leader Stipends (Top of Grid)

| | | | |
|-------------------|------------|------------|--------------------|
| | \$4,421.60 | \$5,527.00 | \$6,097.70 + COLA* |
| Leader I - 5.0% | \$221.08 | \$276.35 | \$303.99 + COLA* |
| Leader II - 10.0% | \$442.16 | \$552.70 | \$607.97 + COLA* |

Add new letter of understanding:

“Letter of Understanding Implementation of New Salary Schedule

All staff members shall migrate to the new NASA salary schedule under the following stipulations.

Placement on the schedule will be dependent on the staff members salary on date of ratification as follows:

- **All staff members whose salary on date of ratification was \$87,209.00 or lower will be placed on Step 3, or \$109,011.25 as of July 1, 2024.**
- **Staff members with salary on date of ratification equal to any step on the Dec 1, 2023 grid will be placed on that step.**
- **Staff members with salary higher than the step on the Dec 1, 2023 will be placed on the next higher step.**
- **All increases effective July 1, 2024 will be retroactive to that date for all staff members who worked on or after that date, including those who are no longer employed at NAIT.**

Example 1: a Curriculum & Instructional Specialist at Step 17: \$114,570 and a Counsellor at Step 17: \$113,452 will both be placed at Step 10, \$144,195.00 as of July 1, 2024.

Example 2: An Instructor at Step 12: \$96,225 will be placed on Step 6, \$124,091.25 as of July 1, 2024.”

All Casual contracts will have pay proportionally increased by 25% for the entirety of all contracts entered into on or after July 1, 2024, as well as proportionally for the remainder of the work in all Casual contracts that began before July 1, 2024 but end on or after that date.

Existing Letters of Intent / Understanding:

Expire Letter of Intent - Article 3

Eliminate “Letter of Intent - Interpretation of Article 3 - Application (Employee Type)”

Proposal is contingent on the adoption of proposal Eliminating Casual Status.

LoU Re: Article 3 - Application

Make the following amendments to “Letter of Understanding re: Article 3 - Application”, and recognize the need for further discussion with NAIT about the appropriate schools for vendor contract use as the School of Applied Sciences and Technology no longer exists.

Elimination of “or casual” contingent on proposal Eliminating Casual Status being adopted.

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

Notwithstanding Article 3 and the mutual agreement for employees to be hired into one of the following categories: continuing; ~~or temporary-or-casual~~, NAIT, from time to time may engage particular professions via corporate contracts (‘vendor contracts’).

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

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

The vendor contracts will be used for particular professions that are:

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

NAIT will remit, on a **biweekly quarterly** basis to NASA, an amount equal to the dues that would be payable on the value of the vendor contracts, **and provide the Association with the following information for each vendor contractor: vendor name, start date, end date, school, program, and the amount of dues deducted per contractor.**

By May 15th of each year NAIT will provide NASA a list of vendors contracted in the fiscal year ending March 31st.

NAIT agrees to not engage with more than twenty-five (25) corporations per fiscal year and only use them in the School of Health and Life Sciences and the **School of Applied Sciences and Technology.**

Expire LoU: Tie-breaking seniority

Eliminate “Letter of Understanding - Tie-Breaking Process For Seniority”.

Expire LoU: EPDA Administrative Process

Eliminate “Letter of Understanding - EPDA Administrative Process”

Expire LoU: Re: Article 10

Eliminate “Letter of Understanding - Institute-Association Relations”

Expire LoU Re: Post Diploma Certificate

Eliminate “Letter of Understanding Re: Workload Thresholds for Post Diploma Certificate Programs”.

Proposal is contingent on the adoption of proposal 16.06 Reducing SIH Thresholds.

New Letters of Understanding:

70 - LoU Recognizing Pandemic Work & Risks

New letter of understanding:

“Letter of Understanding

COVID Recognition Pay

In recognition for the additional work and health risks associated with delivering education and supporting students during a pandemic, all Association members who worked in the period of March 11, 2020 to August 27, 2022 inclusive will be provided with a one time payment of \$1,000 on the 2nd pay after the date of ratification. Former Association members who had been working for NAIT for any period through March 11, 2020 through August 27, 2022 will also be entitled to claim the payment. The Institute will contact those former members to notify them of their eligibility.”

71 - LoU Artificial Intelligence Technological Change

NASA will table a proposal at a later time in 2024 to create a new Letter of Understanding to protect the rights of NASA members when A.I. including Generative Artificial Intelligence may be used.

73 - Letter of Understanding - Pay & Job Status Equity Review

Add new Letter of Understanding:

Letter of Understanding - Pay & Job Status Equity Review

“The Institute shall complete an analysis of pay equity with specific attention to age, race/ethnicity, disability, gender, gender identity and expression, and sexual orientation among Staff Members within six (6) months of this agreement.

The Institute shall also complete an analysis of job status equity with specific attention to age, race/ethnicity, disability, gender, gender identity and expression, and sexual orientation among Staff Members within six (6) months of this agreement. Job status includes the categories of Continuous Full Time, Continuous Part Time, Temporary Full Time, Temporary Part Time, Chairs, and Associate Chairs.

Demographic data shall be provided on a voluntary basis by employees, except where necessary for employment such as age for taxation purposes, and gender where required for benefits programs.

This data shall be anonymized and aggregated, and broken down by school, and shall not be broken down for any work unit smaller than a school.

The Institute shall then conduct additional analyses of pay and job status equity among Association members every third year after completion of the first pay and job equity analysis.

The analyses above shall all be reported to the Institute Board and Association within one week of completion.”

74 - Letter of Understanding - Pharmacare

New letter of understanding:

Letter of Understanding

Pharmacare

“Should the federal or provincial government by way of legislation, regulation, or other measures add prescription drug coverage as a publicly insured service in Alberta including for those who have workplace health benefit coverage during the term of this agreement, the Institute and the Association will request a report from Blue Cross outlining the anticipated savings. Once the implementation date of the new prescription drug coverage is known, the parties will enter into negotiations within 6 weeks to determine the allocation of any savings in prescription drug costs to be re-invested in improvements to the group benefit plans specified in Article 27. These negotiations shall require ratification by NASA members to be implemented.

The Institute shall not reduce the overall cost of the group benefit plans nor shall it allocate any of the savings from government initiated prescription drug cost reduction to non-benefit plan expenditures without the agreement of the Association.”

75 - LoU Distributed Work

New letter of understanding:

Letter of Understanding - Distributed Work

“Distributed Work arrangements are voluntary, made at the request of the employee and mutually agreed to by the employee and leader and are to be documented via an approved distributed work agreement. Where approved, distributed work arrangements may be combined with other flexible work arrangements.

Distributed Work arrangements are subject to regular review (at least annually) and may be terminated by either party at any time with a minimum thirty (30) calendar days notice.

Rights, obligations and responsibilities of the parties will be agreed upon in advance of any Distributed Work arrangement coming into effect. Any arrangement may be modified with the mutual agreement of the staff member and the work-unit leader.

Employee Distributed Work requests will be considered on a case-by-case basis and in consideration of operational requirements and other relevant factors. If a request is denied, the employee will be provided with reasons in writing for the denial.

Should the request for a distributed work agreement be denied by the leader, the employee may request, in writing, the decision be reviewed by the next level leader. Should the review not be to the staff members satisfaction they may file a grievance beginning at Step 3.

The employee will have the right to bring union representation to any discussion that may occur regarding their request for their distributed work arrangement to be reviewed.

Where an employee's primary workplace is determined to be away from the Institute, as agreed to between the employee and leader, the employee will be eligible to receive a one-time allowance of \$800 for their office set-up.

NAIT will provide all required technology for the employee's primary workplace which will be mobile and promote use in multiple locations. Use of personal equipment may be permitted.

Employees participating in a distributed work arrangement will be eligible for WCB coverage for incidents that occur in the approved distributed work location."

76 - Association of Retired NAIT Staff (ARNS) Support

Adds new Letter of Understanding:

"Letter of Understanding Support for Association of Retired NAIT Staff

Recognizing the value of connections with ARNS and retired staff for NAIT, existing staff, and students, the Institute will contribute annual funding of \$7,000 to the Association of Retired NAIT Staff (ARNS).

The Institute will also make meeting space available for ARNS as needed, and restore ARNS' access to Institute webspace to post information and updates.

The Institute shall ask all retiring employees whether or not they would like their personal contact information forwarded to ARNS, and then provide that agreed upon information to ARNS.”

Renaming Temporary to Term Staff Member

Amend occurrences in the existing agreement and all proposals where references to Temporary staff members exist to “term” or “term staff members” as appropriate.

New Articles:

A - Discipline, Investigation and Representation

Removed 10.07 and renumber Article 10 subclauses as appropriate:

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

New Article, with position in the collective agreement to be taken into account with other articles that may or may not be added:

“Article A Discipline and Investigation

Discipline

A.01 While any disciplinary process may lead to disciplinary action, the intent of the Parties is that the Employer is to work with the staff member to ensure that there is an acceptable level of improvement in conduct/performance.

A.02 In all cases of discipline, suspension, and dismissal, the burden of proof shall be on the Employer.

A.03 All aspects of the disciplinary process shall be conducted in a fair, reasonable, timely and objective manner.

A.04 The only disciplinary measures that may be imposed are:

- a) a letter of warning;**
- b) a letter of reprimand;**
- c) suspension without pay; or**
- d) dismissal for just, reasonable, and sufficient cause**

The measures above are normally followed in sequence; however, depending on the seriousness of the infraction, the disciplinary process may commence at any point.

Right to Have Association Representative Present

A.05 A staff member shall have the right to have an authorized representative of the Association present at any meeting that is disciplinary, part of an investigation, or could lead to discipline. If the Institute intends to meet with an Employee for disciplinary or investigatory purposes, the Institute shall:

- a) notify the staff member and the Association, in writing, of the purpose of the meeting;**
- b) identify the staff member's right to have representation by the Association at the meeting; and**
- c) schedule the meeting, allowing reasonable time for the staff member to arrange Association representation, but avoiding undue delay.**
- d) where the meeting is for purposes of investigation, the Institute shall disclose the nature of the allegations or incidents including the incidents being investigated with date and time no later than 24 hours before the investigatory meeting.**

This Article shall not apply to those discussions that are of an operational nature and do not involve the possibility of discipline.

Administrative Leave

A.06 Where the matter giving rise to the concern involves immediate danger to life and safety that the Employer decides the staff member must be removed from the workplace, the Employer may suspend the staff member from active duty immediately, pending the outcome of the disciplinary procedure. While under suspension, the staff member shall continue to receive their normal pay, benefits and seniority. Written reasons for the leave must be provided to the staff member, and copied to the Association, prior to the commencement of the leave. While this is an administrative leave and is not disciplinary in nature: the employee maintains their right to representation for this administrative meeting. “

B - Wellness Day

New Article, with position in the collective agreement to be taken into account with other articles that may or may not be added:

“Article B Wellness Day

B.01 NAIT is committed to Employee wellness. To support this initiative, one (1) Wellness day per calendar year shall be granted to the Employee.

B.02 Two weeks' notice shall be provided by the Employee when requesting to use their Wellness day, unless otherwise agreed to by the Employer.”

C - Evening & Weekend Premium

New Article, with position in the collective agreement to be taken into account with other articles that may or may not be added:

“Article C Shift Differential & Weekend Premiums

C.01 Shift Differential

(a) A Shift differential of \$2.75 per hour shall be paid:

(i) to staff members working a Shift where the majority of such Shift falls within the period of 1500 hours to 2300 hours; or

(ii) to staff members for each regularly scheduled hour worked between 1500 hours to 2300 hours provided that greater than one (1) hour is worked between 1500 hours and 2300 hours.

(iii) to staff members for all overtime hours worked which fall within the period of 1500 hours to 2300 hours.

(iv) Notwithstanding (ii) above, for staff members working a regular Shift that concludes between 1500 and 1700 hours, no Shift differential will be paid.

(b) A Shift differential of \$5.00 per hour shall be paid:

(i) to staff members working a Shift where the majority of such Shift falls within the period of 2300 hours to 0700 hours; or

(ii) to staff members for each regularly scheduled hour worked between 2300 hours to 0700 hours provided that greater than one (1) hour is worked between 2300 hours and 0700 hours.

(iii) to staff members for all overtime hours worked which fall within the period of 2300 hours to 0700 hours.

(c) No Employee shall receive payment under Articles (a) and (b) concurrently.

C.02 Weekend Premium

A weekend premium of \$3.25 per hour shall be paid:

(a) to staff members working a Shift wherein the majority of such Shift falls within a 64 hour period commencing at 1500 hours on a Friday; or

(b) to staff members working each regularly scheduled hour worked after 1500 hours on a Friday provided that greater than one (1) hour is worked within a 64 hour period commencing at 1500 hours on a Friday.

(c) to staff members working all overtime hours which fall within the 64 hour period commencing at 1500 hours on a Friday. 63

(d) Notwithstanding (b) above, for staff members working a regular Shift that concludes between 1500 hours and 1700 hours on a Friday, no weekend premium will be paid for hours worked on the Friday.

C.03 All premiums payable under this Article shall not be considered as part of the staff member's Basic Rate of Pay."

Privacy and Surveillance

New Article, with position in the collective agreement to be taken into account with other articles that may or may not be added:

"Article D

Privacy and Surveillance

D.01 Staff members have the right not to be put under surveillance except for situations of danger and threats to the students and staff of the Institute, or activities in contravention of the law. This right not to be watched by the Employer includes non electronic surveillance, electronic eavesdropping or video cameras, and any kind of computer surveillance or other devices. Before surveillance devices are installed, the Employer will notify the Association and any affected staff members of their location and the reason for installation."

E - Contracting Out

New Article, with position in the collective agreement to be taken into account with other articles that may or may not be added:

**“Article E
Contracting Out**

E.01 The Association must consent to any bargaining unit work that the Institute wishes to contract out. The Institute must obtain consent from the Association before contracting out any work currently performed by Association members.”

F - Salary Schedule Placement Review

New Article, with position in the collective agreement to be taken into account with other articles that may or may not be added.

**“Article F
Salary Schedule Placement and Advancement**

F.01 The Institute retains the right with respect to salary schedule placement of a Continuous or Temporary staff member whose qualifications are in a discipline that is not directly related to the staff member’s professional responsibilities.

F.02 Upon initial appointment, an Association member will be notified by the Institution that they have the right to request a review of the salary schedule placement, including for purposes of determining inequity based on prohibited grounds of discrimination. The staff member must submit a written request for review within two (2) months from their date of employment. In default of this timeline, the salary schedule placement is not reviewable. The staff member shall be notified by the Institution that they are entitled to Association representation at any meeting to review their grid placement under this article.

Salary Schedule Advancement

F.03 Staff members’ annual pay increments, where applicable, shall commence with the first full pay period following the staff member’s annual anniversary date.”

G - Domestic Violence Leave

New Article, with position in the collective agreement to be taken into account with other articles that may or may not be added:

“Article G

Domestic Violence Leave

G.01 A staff member is eligible for paid Domestic Violence Leave of up to ten (10) Working Days per calendar year, if:

- (a) they have been employed by the Institute for at least ninety (90) consecutive days;**
- (b) an act of domestic violence occurs to the staff member, the staff member’s dependent child or a protected adult living with the staff member; and**
- (c) the staff member gives reasonable notice to the Institute before taking the Leave.**

G.02 To be an act of Domestic Violence, the act must be defined as such in, and have been caused by a person identified in, Division 7.6, or any successor section, of the Alberta Employment Standards Code. Should the leave be removed from the Employment Standards Code entirely, the previously existing definition shall remain in effect thereafter until a replacement Agreement is established.

G.03 The employee and Employer will only disclose relevant information on a “need to know” basis to protect confidentiality while ensuring workplace safety.”

H - Right to Raise Concerns

New Article, with position in the collective agreement to be taken into account with other articles that may or may not be added:

“Article H -

Rights of Employees to Raise Concerns

H.01 Both parties recognize that a staff member, accompanied by an Association representative if they so wish, have the right to discuss with their immediate manager any question or complaint relating to their working conditions and conditions of employment, including those governed by the provisions of this agreement, without prejudice to the right of the Association to have subsequent recourse to the grievance procedure.”

I - Counsellor Workload

New Article, with position in the collective agreement to be taken into account with other articles that may or may not be added:

“Article I

Counsellor Workload

I.01 Counsellors shall have workload thresholds based on the following weekly measures:

- a) 15 (fifteen) sessions from recurring student-patients.**
- b) 5 (five) emergency sessions.**
- c) An overall clinical load of 30 (thirty) recurring student-patients.**

Emergency sessions or emergency student/patients are individuals that only require a single session, and will not be counted towards the recurring student-patients in K.01 (a).

When counsellors are assigned student-patient sessions above the thresholds in K.01 (a) through (c), overload shall apply per I.02.

I.02 Overload payment will be calculated as a percentage of the employee’s regular pay and have it applied to their bi-weekly pay, when any or all of the measures in K.01 (a) through (c) are one week. This overload percentage will be calculated as the percentage of student patients over the maximum number of student patients stated in K.01. Counsellors may choose to have the overload pay to be banked as lieu time to be used at a later date.

For example, if a counsellor is assigned 25 student-patients’ sessions per week and the threshold is 15 per week, then this workload represents 67% over the expected workload. This staff member would receive an overload payment of 67% of their salary, until the Institute brings their workload under the thresholds stated in K.01.

I.03 Enrolled student FLE to Counsellor Ratio

- a) In addition to the workload thresholds in K.01, NAIT shall maintain a minimum ratio of full-time Counsellors to student full-time learner equivalent of 1 Counsellor for every**

1,250 student FLE, with FLE numbers taken from NAIT's annual report. For example, a student FLE of 12,500 would require NAIT to employ a minimum 10 full-time Counsellors, while a student FLE of 12,501 - 13,750 would require employment of a minimum 11 full-time Counsellors.

b) Student FLE data will be taken from NAIT's annual report. Where NAIT projects increased student enrollment for the following academic year, the projected increase shall be applied for that academic year to the ratio in K.03 (a).