

NAIT Bargaining Proposals – NASA Collective Agreement

Ingoing Summary

August 1, 2024

Substantive proposals

- **Article 16 – Instructor Workload** – Changing the Class Size Factor formula to 20,000 in order to better reflect the supports that now are available to instructors, in and outside of the classroom when they have larger class sizes. Introducing a Threshold for the Post Diploma Certificate of 515 SIHs.
- **Article 18 – Annual Vacation Leave** – Removing the provision that ½ of the annual vacation accrual is to be taken during the summer months, given the Institute’s direction to run programming year-round. This simply allows for flexibility depending on program offerings during spring and summer and does not mean annual vacation cannot be taken during the summer months.

The ability to have staff create a vacation plan to ensure they use 90% of their accrued vacation; once approved may not be changed without mutual agreement.

Employees returning from approved leaves and based operational requirements, may be required to utilize vacation before returning to work.

- **Article 24 – Professional Development** – Clarifying that a request for a professional development leave needs to align with the objectives of the school or department, as determined by the out-of-scope leader. The requirement for staff to utilize their EPDA funds prior to NAIT funds when they are requesting a learning assignment or educational resources. Financial support may be provided up to 50% as approved by the employer. The employee will be required to provide proof of successful completion of their educational program. If the staff member doesn’t successfully complete the program, they will be required to pay back the full amount of financial support.
- **Article 27 – Group Benefits** – Seeking to create equity with cost sharing benefit premiums for extended health care plan, 60% employer paid, and 40% employee paid (same as AUPE staff).
- **Article 28 – Long Term Disability Insurance plan** – Entitlements to group benefits and pension contributions will cease if an employee receives LTD benefits beyond the change of definition date and is determined disabled from any occupation.

Non-Monetary Proposals

- **Article 1 – Definitions** – clarifying terminology, addition of medical practitioner and workload adjustment
- **Article 2.01 (c) – Jurisdiction** – Amend to include the new classification of Librarian I & II. Clarifying who the collective agreement applies to and reflect this agreement that was reached during last round of bargaining, as well as, to reflect past and current practice.

- **Article 3 – Application (Employee Type)** – historical dates have been removed from the article and dates have been inserted. Amended the article to include probationary period, as it does not apply to temporary and casual staff; also removed the reference to Major Curriculum Development, as casual and temporary staff can perform such work. The addition of a training rate of pay for casual staff to complete Employer required training.
- **Article 10 - Institute Association Relations** – The article has been amended to reflect that the association will not have use of the employer’s internal communication systems and other internal systems as the association staff are not NAIT employees, rather employees of NASA. The employer will continue to provide NASA with office space on campus. These proposed changes reflect the current practice with the AUPE local at NAIT and we want to ensure both unions are treated the same in this regard. There has also been clarifying language added as to when the Institute shall advise the members to their rights to obtain representation.
- **Article 12 – Time off for association business** – updated the old language to reflect current and future state and that the President’s EDPA should be paid by the association through reimbursement to NAIT. EPDA is a benefit and all benefits for the President are to be reimbursed to NAIT while they are working for NASA.
- **Article 13 – Resignation** - Clarifying that a **minimum** of 8 weeks’ notice is required when an employee is leaving employment with the addition of a **minimum** 4 weeks for non-instructional staff. Allowing the employer the ability to shorten the notice period to align with start or end of the term/intake with no forfeiting of salary. This will decrease the disruption to students. The employer has also added that approval from the Dean that the 8- or 4-weeks’ notice required could be waived.
- **Article 14 – Attendance** – Clarifying the language when an employee is absent from work without approval, they must show that circumstances beyond their control prevented them from reporting to work **and** contacting the employer.
- **Article 15 – Hours of Work** – The employer is proposing to change the program window from 10 to 12 hours given programs have offerings later or earlier in the day to meet student needs.
- **Article 17.02 – Paid Holidays** – Added clarifying language that working during reading break requires out of scope leader approval. The program leadership and out of scope leader will determine if it is operationally required for the staff member to work.
- **Article 21 – Leave without pay** – We have increased the 2 week’s notice to 8 weeks, which will support the area having time to back fill the position, if required. The out scope leader does have the ability to accept a shorter notice period. There is a proposed amendment for the approval to waive the requirement to participate in public affairs, to the Vice President, instead of the President.

An addition of a provision that addresses returning employees who take a position outside the bargaining unit can return to their position or comparable position at the completion of the leave, which is the current practice.

Adding language to confirm that the NASA President/Vice-President will accrue seniority while on leave when they are working for the association.

Clarified that when an employee returns to work that they will return to their or a comparable position, thus removed the reference of assignment.

- **Article 23 – Illness Leave** – Amended the amount time that an employee is required to be back at work, performing their full duties for 30 consecutive workdays before a new general illness claim commences, with new/full entitlements. NAIT is seeking this change to ensure equity amongst all staff. Also, 30 days is standard/typical time frame for an employee to gradually return to work. The submission of future dated medical notes will not be accepted, exceptions may be made in cases related to scheduled surgery, updates on current and ongoing medical leaves or other reasons acceptable to the employer.
- **Article 34 – Professional Membership** – new language that states when the employee works for a second employer, NAIT requires proof of payment/nonpayment of the professional fee prior to reimbursing the fee to the employee.
- **Article 38 – Protective Clothing** - Updating the language in article to reflect the current practice of who/what determines the requirement for protective clothing and the process for a complaint. Making correction to reflect the appropriate title of the act, regulation, code that is referred to for the process.
- **Article 41 – Performance reviews** – Providing clarifying language that performance reviews apply to continuous staff but having the ability to do performance evaluations for causal and temporary staff. Ensuring alignment with Article 24 – Professional Development & Article 53 Instruction Design and Delivery, that indicate performance reviews will support the creation of a plan for staff to maintain currency within their current discipline.
- **Article 42 – Probationary Period** – In order to allow a full assessment of the staff member, having the ability to extend the probationary period when it ends in the middle of a semester or intake, due to an extension, as currently outlined in the article. Clarifying that when considering previous employment towards the probationary period it relates to a position, thus removed the reference to assignment.
- **Article 43 – Recruitment Selection Promotion and Transfer** – Clarifying the definition of promotion and transfer and that a leader I or II assignment is not considered either. Clarifying the language used for recruitment of continuous positions and leader I or II assignments. Clarifying that when an employee is temporarily promoted or transferred, they have the ability to return to their position or comparable position. Clarifying the language for the employer to be able to revert an employee back to their previous position or comparable position following a promotion or transfer. Also, the employee's ability to request a revert back to their previous or comparable position.

- **Article 46 – Redundancy** – The addition of being able to consider the release of employees with less than 2 years’ service prior to engaging in involuntary and voluntary redundancy. Removing the provision that notice of position redundancy shall not be provided in the months of June, July or August.
- **Article 48 - Grievance Procedure** – Clarifying language to the definition of hearing officer. Also amended language in the article to reflect the current practice of the process ie: who the grievance is submitted to, how the grievance is submitted, what is required when submitting, and who will be hearing the grievance.
- **Article 53 – Instruction Design and Delivery** – Clarifying language regarding Instructors’ roles and their professional responsibilities. Removing the reference to instructional assistants (IAs) displacing instructors, as it is redundant given the current provision indicating that IAs shall not cause redundancy of academic staff. Removing appropriate support from the work unit, as the employer feels this is redundant given the consultation requirements with affected staff, as per article 9. Clarifying that a leader I or II may provide day to day supervision of IAs, but formal supervision will not be done by a NASA member.

Employer reserves the right to table additional proposals

**Implementation of ERP may result in additional proposals being tabled related to the implementation of the system ...

For Discussion, Employer reserves the right to table additional proposals following discussion

- **Article 1 – Definitions**
 - (b) Academic year – potential change to the definition of academic year.
 - (o) Department Head – change to Out-of-Scope leader based on the academic redesign project.
- **Article 16 – Workload**
 - 16.03 #7 – Program leadership - align with Academic Redesign project
- **Article 19 – Special Leave**
 - New Bereavement article and revised Special Leave article. Separation of articles – reduction in Special leave *days*; however, Bereavement Leave would be similar to the language in AUPE collective agreement. There would be no cap on number of uses for bereavement leave per year (but would have certain number of days per *instance*.)
- **Article 48 – Grievance procedure** – Discuss combining Step 2 and 3 of the grievance process.

Notification being provided to NASA

- **Article 17 Paid Holidays** – when Remembrance Day falls on a weekend, the Employer intends to observe it as outlined in the agreement, observing the holiday during Reading Week will no longer be our practice
- **Article 18 Annual Vacation Leave** – upon ratification article 18.12 and 18.14 will be adhered to ie: the 50-day vacation accrual cap for instructors and counsellors, and 40-day accrual cap for C&I specialists and librarians.

Discuss / Propose NEW Letter of Understanding

- Letter of Understanding – An Hours of Work Averaging Agreement for Counsellors to meet student needs
- Letter of Understanding - Benefit Plan Design – NAIT may want to discuss and table proposals regarding future benefit plan design work
- Letter of Understanding – Time off in Lieu – TOIL for evening, Saturday and/or Sunday work related to Article 16.03 #4 - Service
- Letter of Understanding – Transition to new Enterprise Resource Planning (ERP) System – timelines for receiving feedback from NASA regarding system implementation that affects provisions in the Collective Agreement.

Monetary Proposals

NAIT has advised NASA that we will be reserving on tabling our monetary proposal until the parties are further along in the bargaining process, with the goal being to reach agreement on some of the parties' other proposals. This is a very common approach of the parties and has been our practice in previous rounds of bargaining with both NASA and AUPE.