



Preliminary review of NAIT's August 1, 2024 proposals to NASA.

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This document focuses on highlighting and explaining some of NAIT's proposals in themes:

- **Making working at NAIT more costly**
- **Increasing workload**
- **Expanding scope of duties**
- **Furthering pay discrepancies**
- **Restricting rights**
- **The two improvements proposed by NAIT**

These explanations and analysis are presented without prejudice to the ongoing negotiations between NAIT and NASA.

Making working at NAIT more costly

Employees to pay 40% of extended health care benefits plan: 27.06 currently states NAIT pays 100% of benefit premium costs for continuing staff. NAIT's proposal is to require NASA members to now pay 40% specifically for the extended health care benefits plan (no change is proposed for NAIT still paying 100% of dental and long-term disability). NAIT has said that more details will be provided, but a quick way to estimate the cost is to look at your final 2023 pay stub with the Blue Cross Year to Date (YTD) amount, and multiply by 40%. One NASA member estimates this to cost them over \$900 a year, more than 1.5% of their salary.

This would also mean that any time the premiums for extended health care benefits increase, NASA members would pay 40% of those increases.

See below for more details on other changes NAIT wants to make to how changes to your benefit entitlements are authorized.

Increasing costs to NASA's office operations: Article 10 currently provides access to office space and certain services to NASA without cost. These are common benefits you would see in other agreements with other post-secondary employers, and have been decades-long practices at NAIT. NAIT proposes to eliminate language in 10.01 that would likely result in NASA having to pay rental costs for the office.

The proposal also takes away NASA access to internal communications like phone and email, and even goes so far as to take away access to available parking for the employees of NASA that the employees themselves currently pay for.

The net effect of these changes would be higher operational costs for NASA paid through your union dues, on top of some unnecessary inconveniences.

Increasing NASA costs for arbitrations: 48.04 (f) currently states that NAIT will grant a leave of absence with pay for any employees who are witnesses for a grievor in an arbitration. NAIT's proposal removes this stipulation for leave with pay, meaning the witness would either have to volunteer their time, or be reimbursed by NASA. This will likely increase the costs NASA members collectively pay through union dues to take a grievance to arbitration.

Increasing workload

Allowing larger class sizes without SIH credit: 16.03 (9) speaks to how class sizes can add SIHs for an instructor over certain thresholds based on the formula in the agreement. This means that NAIT either has to pay overload or limit class sizes to a certain degree. NAIT's proposal increases the Class Size Factor threshold from 17,083 to 20,083 in the formula before an additional SIH would be awarded, meaning they can add even more students to classes without having to consider the overload pay implications.

Their explanation offered is that there are now “more supports” for instructors. You could presume then that NAIT assumes instructor workload has somehow been reduced to below 36.25 hours per week and that taking on more students would not create a significant effect on your workload to put you over those 36.25 hours.

The specific effect on instructor student-loads will vary based on the types of courses being taught as well as the hours of that course. Example workloads NASA used show increases that would not cause additional SIHs for the following categories of instruction:

Diploma: moving from an average of 29 students per course, with a total load of 348 students for the academic year, to an average of over 34 students, and a 410 student load. That's more than a 20% increase in average class size, and a near 18% increase in total student load.

Degree: moving from an average of over 37 students, with 339 students total in the year to over 44 students per class and 401 total with no additional SIHs added. This results in nearly a 19% average class size increase, and an over 18% increase in total student load.

Apprenticeship: average class sizes of 25 could be increased to over 29, with an annual student load of 200 increasing to 235. A 16% increase in class sizes, and an over 17% increase in total student load.

Increasing SIH threshold for post diploma certificates: 16.06 stipulates the SIH thresholds for categories of instruction. NAIT did not table any threshold for the newly created post diploma certificate (PDC) category in the last round of negotiations, and so approached NASA in 2022 to discuss that threshold. A Letter of Understanding was agreed upon stating that PDCs would have the SIH threshold of 449 which is equivalent to degree programs, and that the issue would later be negotiated into the agreement.

NAIT's proposal is to now increase the threshold for those programs from 449 to 515, a 14.7% increase. Those programs are listed in NAIT's proposal on Appendix A: Cybersecurity, Cybersecurity Immersive Industry Education, Data Analytics, Food and Beverage Service, Leadership in Healthcare, and Magnetic Resonance Imaging Second Discipline.

Making it harder to file workload reviews, cutting out NASA involvement: 16.09 currently gives instructors 10 working days to file a workload review upon notification of their assignment. NAIT's proposal is to halve that to only 5 days. An instructor with a busy week could easily miss this timeline to file a review.

The proposal also removes the third step of escalation in 16.09 (c) that took the review to the Vice-President Academic and the NASA President, as well as removing the right to NASA representation for the two instructors involved in the second step of the review in 16.09 (b).

Making chairs supervise Instructional Assistants (I.A.s): 53.04 (c) currently states that I.A.s report to management. NAIT's proposal changes this to add that chairs or associate chairs will supervise and provide academic program support to I.A.s, with no guarantee of a download to correspond with the increased workload.

Reducing work-life balance

Allowing NAIT to schedule staff within a larger window: 15.03 currently says that programs determine normal hours for delivery in a 10 hour block of time Monday-Friday. NAIT's proposal broadens that 12 hours. Meaning a program window that has classes starting at 7 a.m. could require someone to teach or otherwise work until as late as 7 p.m., instead of 5 p.m. under the current language.

Reducing benefits:

Taking longer to replenish general illness leave: NAIT's proposal in 23.07 expand the time required to have general illness leave replenish upon returning to work from 10 consecutive work days to 30 consecutive work days when illness leave carries from December to January, where normally general illness replenishes.

NAIT's proposal in 23.08 is similar, requiring 30 consecutive work days instead of 10 for general illness days at 70% pay to be restored when the general illness leave does not overlap two calendar years.

Reducing employer funding for educational leave: NAIT proposes in 24.03 (b) that the range of support available of 65-85% of salary covered for educational leave be reduced to a maximum of only 50%. Also gives shorter timelines for NAIT to reject requests for the leave in 24.03 (e).

Removing NASA agreement required for benefit plan changes: Current language in 27.04 states that NAIT will not change staff member entitlements under any of the group benefits plans without NASA's written agreement. NAIT's proposal is to eliminate this requirement, allowing them to make changes without NASA input or agreement. One thing they specifically mentioned is looking at generic drug options, but this proposal gives them much more power than that.

Taking away pension contributions for long-term disability: 28.03 currently says that NAIT will pay the employee portions into the Local Authorities Pension Plan when staff end up on long-term disability (LTD) which is a period of reduced income. NAIT's proposal is to eliminate this altogether, removing those contributions for staff who become disabled enough they have to be away from work. NAIT made it clear that their proposal is written without any grandfathering, so if adopted as written NAIT would be removing those contributions for anyone still on LTD when this new agreement is ratified.

Taking away group benefits for seriously disabled staff: 28.02 currently says that group benefit plan contributions continue during LTD benefits. NAIT's proposal would not only remove the contributions, but "entitlement to group benefits will cease" for staff who reach a "change in definition" while on long-term disability once the employee has been determined to be disabled not just to the point of being unable to do the job they were hired for, but for any occupation at all. NAIT made it clear that this is written without any grandfathering, so if adopted as written NAIT would be removing those contributions for anyone still on LTD passed the change of definition date and disabled from any occupation when this new agreement is ratified. To put this in plainer language: **NAIT is proposing that they take away extended health and dental benefits for people who become considerably disabled over a long term period at work.**

In what may have been an attempt to minimize the seriousness of what they were proposing, NAIT stated that this would only apply to "a small number of people".

Expanding scope of duties

Some casuals expected to do full scope of work: 1.01 (h) currently states that casual staff “will not be expected to perform the full scope” of their classification. NAIT’s proposal would expand the scope of work for non-instructor casuals (counsellor, librarian, C&I specialist) to the full scope of continuing and temporary staff, while not adding any additional rights or benefits for this change. Currently, if NAIT wants to hire to fulfill the full scope of a position, they are limited to hiring continuing or temporary, so this change allows NAIT greater ability to increase the number of casual employees in non-instructor positions.

Allowing more major curriculum development by temporary and casual staff: 3.04 (h) and 3.05 (j) state that temporary and then casual staff “shall not normally be assigned major curriculum development”. NAIT is proposing to remove both. When asked by NASA if they had plans to hire more temporary and casual staff for curriculum development, NAIT said that they did not, but wanted to avoid having to run into issues of being challenged on whether or not they have hired too many temporary and casual staff for development and if it fits the definition of “not normally” being assigned major curriculum development.

Furthering pay discrepancies

Adding reduced pay for training of casuals: 3.05 (l) NAIT’s proposal introduces the concept of a training wage into the agreement, likely for the first time in NASA’s history. Continuing and temporary staff are both paid the same rate for hours of work that fall under training as they do any other work. NAIT’s proposal would establish a different rate of pay for casuals taking required training. NAIT did not specify the amount here, but in previous discussions with NASA they had said it would be \$35 per hour, a rate lower than all but the very bottom step of the instructor salary schedule.

Restriction of rights

Preventing NASA members in ESL from collective agreement coverage: 2.01 makes a small change with serious implications. Currently 2.01 states that those who are delivering credit programming “*and/or*” employed in the listed classifications will have collective agreement rights. This then should include those who are working as instructors in other areas like English as Second Language. Staff there are deemed academic and are NASA members. NAIT has consistently denied that these staff should have collective agreement rights, and NASA is bringing a case to arbitration to argue that the current language does include them.

NAIT’s proposal seeks to remove “and/or” in place of “and are employed”, to reflect their position that NASA member instructors who are not delivering credit programming should not have rights under the same collective agreement.

Easier to decline time off for union business: 12.03 currently speaks to NAIT’s ability to deny time off for union business if there isn’t “appropriate” notice given, and if “instructional activities” are “unduly disrupted”. NAIT’s proposal broadens their ability to deny time off to include “any other duties of staff members” not being “unduly disrupted”.

More stipulations on resignation period: 13.01 currently requires staff to provide 8 weeks notice for resignation. NAIT’s proposal adds a further stipulation that the “last date of employment shall not typically fall in the middle of a term or intake”, but also does state that the Employer “may” shorten the notice period to align with the start or end date of a term or intake.

More restrictive process for working during Reading Week: 17.02 currently says that requests to work during reading week will be approved if operationally “feasible”. NAIT’s proposal is to change that to operationally “required”, a higher threshold to meet before the request to work will be granted.

Removing guarantee of summer vacation: 18.02 currently states that subject to operational requirements, staff should be able to request at least one half of their entire annual vacation in one continuous period during the summer months. NAIT’s proposal removes the summer months from the guarantee, meaning that NAIT could deny summer vacation requests even if there were no operational requirements in the way.

Vacation plans: NAIT’s proposal to add **18.16** says there may be a requirement to provide a vacation plan to use 90% of your annual vacation and “any additional vacation liability”.

Mandatory vacation use after illness leave: NAIT's proposal to add **18.17** says that an employee "may be required to utilize accrued vacation before returning to work" in instances of not only long-term disability, but even general illness which can be 4 or more consecutive days. There could be human rights implications here if NAIT's actions were found to be discriminating against people with disabilities.

Note that NAIT writes that their 18.16 and 18.17 proposals fall under "management rights" and they are meant to "provide clarity".

More restrictive unpaid leave process: 21.01 requires two weeks notice for a request of leave without pay to be considered. NAIT's proposal increases that to eight weeks, but allows management discretion to consider a shorter notice.

Time off for scheduled surgeries may be rejected: NAIT introduces new language in **23.12** that says that future dated medical notes will not be accepted. They carve out an exception for scheduled surgery dates, but only say that they "may" make those exceptions for surgery, meaning NAIT would have the power to say no to time off for scheduled surgery dates. It should be noted that this could be subject to a human rights challenge.

Forcing Experience Leave: Experience leaves are defined in 24.05 as "for the purpose of gaining current technical or professional experience by means of employment or consulting activity." NAIT's proposal in 24.05 (c) gives NAIT the power to force a NASA member to take Experience Leave, with no need for discussion, consultation, or consent.

Further extending probations: 42.01 currently allows NAIT to extend probation to the equivalent time of medical or other approved non-vacation leaves that are longer than one month and that happen during the 12 month probationary period.

New language proposed by NAIT would allow them to add to that probation extension, extending to either the end of a semester or intake. This could mean a 5 week illness leave resulting in probation being extended for four to five months.

Reducing the role of NASA members in selection committees: 43.03 currently requires at least 50% voting members on a selection committee to also be NASA members, and for those 50% to be selected by NASA members.

NAIT's proposal would eliminate that 50% requirement, and also eliminate the selection committee's ability to review the list of applicants and participate in selection of those granted an interview. NAIT's proposal also eliminates the selection committee making the recommendation to the Dean, and instead has management making that recommendation "on behalf of" the selection committee.

Removing salary protection for assignment moves: 43.06 currently states that if someone is moved for reasons other than discipline and the new assignment has a lower maximum salary range, there should be an agreement for salary and benefits moving forward. The most likely application of this would be for curriculum and instructional specialists moved to the instructor role. The instructor salary schedule is currently lower than the curriculum and instructional specialist schedule. NAIT proposes to eliminate 43.06 altogether.

Removing redundancy protections for staff less than 2 years: NAIT proposes new language in 46.02 (b) giving them the power to release staff with less than 2 years service at their discretion before even voluntary redundancies can take place.

This means even if there were more senior staff willing to be made redundant, NAIT would have the ability to let someone go who hadn't reached 2 years service yet.

Removing protection from redundancy notice over summer months: 46.11 currently states that the notice of redundancy shall "not be given in the months of June, July, or August". Combined with the current notice period of 11 weeks for staff with 2 or more years of service (or pay in lieu of notice), and it typically meant that someone who hadn't received a redundancy notice before the end of the winter semester was very likely returning in the fall. NAIT proposes eliminating this language altogether, giving them the ability to serve redundancy notice during the summer months.

Less accountability through the grievance process: Article 48 currently provides a grievance escalation process that goes from the immediate manager, to the dean level, and then the NAIT President, or someone designated by them. NAIT's proposal replaces specific levels of management in the process to a "grievance hearing officer", and opens discussion to eliminate one of the steps. This would likely have the effect of having fewer levels of management aware of and addressing grievances that require escalation.

Removing instructor primary responsibility for design and delivery: 53.01 currently speaks to the primary responsibility of academic staff for instructional design and delivery. NAIT's proposal removes any reference to "primary responsibility", and simply "recognizes" that instructors "engage" in delivery and development.

The proposal also adds educational lab technologists and "etc" to instructional assistants in 53.03 with the recognition that "support staff have a role in the domain of instructional delivery". When questioned about this NAIT said it was just to list the staff that provide support, and didn't have an answer for why ed lab techs specifically were added.

Restrictions on use of time off accumulated from weekend work: NAIT proposes a new Letter of Understanding for Time Off In Lieu that stipulates the time off accumulated through weekend work like the Open House can only be 1 hour in lieu for each hour "volunteered,". NAIT also proposes any time off in lieu must be used no later than June 30th of each year.

Restrictions on dealing with issues from the Enterprise Resource Planning System changes: NAIT proposes a new Letter of Understanding that would limit NASA's ability to provide feedback or respond to NAIT proposed changes to the collective agreement resulting from issues created by the implementation of the new Enterprise Resource Planning System, and prevent NASA from bringing those issues to the bargaining table in this round of negotiations.

The two improvements proposed by NAIT

As of this writing, NASA has identified only two improvements to your collective agreement in NAIT's proposals:

Reduced resignation period for non-instructors: Article 13 on resignation currently applies equally to instructors and non-instructors. NAIT's proposal would reduce that requirement for non-instructors to 4 weeks.

Adding flexible spending account coverage for long-term disability leaves: While NAIT's proposal in 28.02 makes a negative change previously mentioned, there is a positive aspect in that the group benefits that are covered for those in the earlier stages of long-term disability would now include the flexible spending account.