

In a Collective Bargaining Dispute under the Labour Relations Code

between

Northern Alberta Institute of Technology

and

NAIT Academic Staff Association

MEDIATOR'S RECOMMENDATIONS FOR TERMS OF SETTLEMENT

Background

The parties have been bargaining for a renewal collective agreement but have been unable to settle the dispute in bargaining. The parties met in mediation on March 21 and 25, 2022.

They discussed all the circumstances surrounding the various issues that would influence a successful ratification by them. They discussed in detail all the items in the respective proposals that arose during negotiations or that might facilitate a settlement. They shared information on the factors impacting their dispute. All parties have strongly advocated their respective interests while jointly recognizing the desire to reach terms that both sides could ratify.

As a result of the information provided to me in the mediation, I believe releasing mediator's recommendations is the next appropriate step to take to assist these parties in moving towards a collective agreement. I compared the terms and conditions of comparative settlements in the post secondary industry and the positions of the parties. I further assessed the agreed items and determined that the enclosed recommendations, along with the agreed items comprise an appropriate package for settlement of all outstanding issues between the parties. These recommendations represent, in my opinion, the best indication of a possible settlement of the terms for a collective agreement.

I hope that both negotiating committees and their respective constituents and principals give serious consideration to these recommendations as a basis for bringing closure to this dispute and settlement of all outstanding issues.

Agreed Items and Items Not Within this Recommendation

The recommendations below deal with the outstanding items between the parties. If an outstanding proposal was to amend the collective agreement(s) but is not in this recommendation, the collective agreement(s) will remain unchanged. If an outstanding proposal was to add to or delete from the collective agreement(s) but is not in this recommendation the collective agreement(s) will remain unchanged.

The parties resolved other items during bargaining. Appendix A sets out a summary of those agreed items.

Recommendations

I make the recommendations on the following outstanding items. The deletions are shown by ~~striketrough~~ and the additions or amendments are shown in **bold**.

Term of Agreement

Five-year collective agreement: July 1, **2019** – June 30, **2024**.

Appendix A: Economic Agreement - Across-The-Board (ATB) Increases

Across-the-board (ATB) salary increases as follows, which will be applied equally to all base salaries, and applied to all salary scales, salary maxima and minima, and increment values:

- **July 1, 2019: 0%**
- **July 1, 2020: 0%,**
- **July 1, 2021: 0%,**
- **July 1, 2022: 0%,**
- **April 1, 2023: 1.25% (effective 1st day of 10th month of year three of the renewal collective agreement),**
- **December 1, 2023: 1.5% (effective 1st day of 6th month of year four of the renewal collective agreement),**
- **An additional 0.5% ATB increase retroactive to December 1, 2023 (effective 1st day of 6th month of year four of the renewal collective agreement), payable in the February 2024 or March 2024 “pay cheque,” subject to the following “Gain Sharing Formula.”**

- ⊖ **Gain Sharing Formula: Alberta’s 20-year average (2000-2019) of Real Gross Domestic Product (GDP) is 2.7%. Provided that the “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 Calendar year is at or above 2.7% as of February of 2024, then an additional 0.5% will be applied retroactively effective on the first day of the sixth (6th) month of Y4 (i.e. December 1, 2023).**
- **“Average of all Private Forecasts for Alberta’s Real GDP” for 2023 Calendar year would be a simple average of Alberta’s Real GDP for 2023 across the following independent forecasting institutions:
Conference Board of Canada, Stokes Economics, BMO Capital Markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank**
- **The most recent publicly available forecast for Alberta’s Real GDP for 2023 would be sourced from each institution at the time the pay-out determination would be made in February 2024.**

Section 2 Jurisdiction

2.01 This Agreement will apply to salary staff members and persons in ~~sessional~~ **continuing, temporary and casual** employment delivering **Advanced Education** Ministry approved credit programming, and/or employed by the Institute in one of the following classifications:

- (a) Instructor
- (b) Counsellor
- (c) Librarian
- (d) Curriculum & Instruction Specialist**

pursuant to the Post-secondary Learning Act.

Section 3 Application (Employee Type)

3.01 This Agreement applies to all salary **continuing** staff members.

In the case of part-time salary **continuing** staff members, where applicable, the provisions shall be applied on a pro-rata basis.

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 will not be less than 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 CI Specialists will not be less than 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.

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.

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 32	Group Insurance (except that Accidental Death and Dismemberment for Institute Business Travel shall apply)
Article 33	Pension Plan

Article 35	Membership in Professional Association
Article 45	Acting Incumbent
Article 46	Redundancy
Article 54	Salary
Section 55	Phased-In Retirement Plan
Section 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 Section 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.

(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 will not exceed the threshold of a continuing staff member in the same program, for a similar period.

(e) In no case shall paid hours of work exceed thirty six and a quarter (36.25) hours per week.

(g) **Temporary** staff members shall be placed on the salary schedule in accordance with their qualifications and experience.

(h) **Temporary** staff members shall not be assigned leadership roles.

(i) **Temporary staff members shall not normally be assigned major curriculum development.**

(j) 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.

(k) **A temporary staff member who has been working fulltime may become a continuing staff member if all of the following criteria are met:**

- i. **The individual has worked consecutive fall and winter academic terms in the three (3) years immediately preceding the potential conversation 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.**
- v. **The prospect of a temporary staff member becoming classified as a continuing staff member shall in no way prevent that applicant being selected for a temporary position.**

3.05 Casual staff member

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

- Article 15 Hours of Work (except as referenced below)
- Article 16 Instructor Workload (except as referenced below)
- Article 17 Paid Holidays
- Article 18 Annual Vacation Leave
- Article 19 Special Leave
- Article 21 Leave Without Pay
- Article 22 Maternity and Parental Leave
- Article 23 Illness Leave
- Article 24 Professional Development
- Article 25 Funded Leaves of Absence
- Article 27 Group Benefits Plan
- Article 28 Long Term Disability Insurance Plan (LTD)
- Article 29 Business Travel Coverage
- Article 30 Workers' Compensation Supplement

Article 32	Group Insurance (except that Accidental Death and Dismemberment for Institute Business Travel shall apply)
Article 33	Pension Plan
Article 34	Employment Insurance Premium Reduction Rebate
Article 35	Membership in Professional Association
Article 36	NAIT Tuition Benefit
Article 45	Acting Incumbent
Article 46	Redundancy
Article 54	Salary
Article 55	Phased-In Retirement Plan
Article 56	Dependent Scholarship Plan

- (b) Casual staff members will have a defined assignment with a specific term or duration of employment. Casual staff members hired into the Instructor classification will normally be hired to perform components #1 and #2 of the Instructor Workload Model as outlined in Article 16.
- (c) Casual instructional assignments will be determined by the Department Head and established as soon as reasonably possible, taking into account the operational needs of the work unit.
- (d) Continuing and temporary staff members will be considered for casual assignments. NAIT is committed to a transparent selection process for casual assignments that will be determined by each School and shared with NASA annually. Casual SIHs worked by continuing and temporary staff members shall not be counted towards their thresholds.
- (e) The hours of work for a casual staff member shall be established by the Department Head at the commencement of each assignment. Hours of work for instructional assignments will take into account required work in components #1 and #2 of the Instructor Workload Model as outlined in Article 16.
- (f) In no case shall paid hours of work exceed thirty-six and a quarter (36.25) hours per week for casual staff members.
- (g) It is the responsibility of the Department Head and Chair and/or Associate Chair to provide access to orientation, training and other resources to casual staff members so they are prepared to complete their assignment(s).

- (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.
- (i) Casual staff members shall not be assigned leadership roles.
- (j) Casual staff members shall not normally be assigned major curriculum development.
- (k) All Casual staff members, including those who are also continuing or temporary staff members, will be paid according to the casual pay scale as outlined in the **Casual Employee Hourly Rate of Pay Grid** for the SIHs delivered as a casual staff member. The hourly rates of pay per SIH in the appendix are inclusive, recognizing instructional delivery, instructor prep time, student assessment and student support (e.g. office hours).

3.07 (a) Temporary and Casual Instructor SIH Ratio

The Institute shall provide to the Association by January 15th, the ratio for the previous fall term. If the ratio is less than 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 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 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 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.

New: Letter of Intent regarding the interpretation of Article 3 – Application RE: Article 3 – Application (Employee type)

Whereas the parties have negotiated a new Employee type (casual), NAIT commits to:

- (a) using the casual employee type in place of the former employee contractor model.

(b) not hiring casual employees to displace instructional staff ie: that the hiring of casual employees not cause redundancy of academic staff members.

New: 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, 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 basis to NASA, an amount equal to the dues that would be payable on the value of the vendor contracts.

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 schools of Health and Life Sciences and the School of Applied Sciences and Technology.

Section 7 Association Membership

7.01 All staff members shall be members of the Association as required by the Post-secondary Learning Act. All staff members covered by this collective agreement shall become members of the Association as a condition of employment.

7.02 The Association shall advise the Institute, in writing, of the amount of **Association dues** ~~assessment~~ to be deducted from staff members. Any change in ~~assessment~~ **Association dues deductions** shall **require thirty (30) calendar days notice to the Institute and will be implemented on the first day of the pay period following the notice period.** ~~be communicated to the Institute at least thirty (30) calendar days prior to the effective date of the change.~~

7.03 ~~Institute shall deduct such assessments from the pay of~~ **All staff members covered by this collective agreement and shall be required to pay Association dues. The Institute shall deduct dues from the pay of all staff members and shall** remit these ~~assessments~~ **dues** electronically to an account specified by the Association no later than the end of the following pay period. Where an adjustment is necessary it shall be ~~effected~~ corrected within the next two (2) pay periods. **The Institute will remit to the Association, Association dues on the total gross earnings of each NASA member.**

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 time of dues collection.**

~~(b) the Institute's Policies, Guidelines and Procedures, or directives affecting the Association and its members. (see Article 10)~~

7.05 The Association agrees to indemnify and ~~save-hold~~ the Institute harmless against any claim or liability arising out of the application of this ~~Section~~ **Article.**

Section 10 Institute - Association Relations

10.01 The Institute shall provide the Association with an appropriate office and the use of all internal communication services, without charge.

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

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

10.04 The Association agrees to indemnify and save the Institute harmless against any claim or liability arising out of the application of this Section.

10.05 The Institute and Association shall cooperate in preparing and printing this Agreement. The cost of production shall be shared equally.

10.06 The parties agree that there shall be no discrimination or coercion exercised or practiced for reason of membership or legitimate activity in the Association.

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.

10.08 The Institute agrees to provide the Association with the Institute's Policies, Guidelines and Procedures, or directives affecting the Association and its members.

New: Letter of Understanding Re: Article 10 – Institute-Association Relations

Whereas Article 10 of the Collective Agreement between the parties obligates NAIT to provide NASA with the following:

10.01 The Institute shall provide the Association with an appropriate office and the use of all internal communication services, without charge.

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

The parties hereby agree to engage in good faith discussions to enter into a tenant agreement that will outline obligations and responsibilities of the parties in relation to Articles 10.01 and 10.03 above.

SECTION 15 WORK SCHEDULE

~~15.01 Workload hours for staff members shall not exceed seven and one quarter (7 1/4) hours per day to a maximum of 36 1/4 hours per week. Hours of work shall be scheduled to be continuous unless mutually agreed to by the staff member and the Institute.~~

15.01 Hours of work for staff members shall not exceed seven and one quarter (7 1/4) hours per day (not including breaks) to a maximum of 36 ¼ hours per week. Hours of work shall be scheduled to be continuous.

15.02 Recognizing the professional and flexible nature of the work of academic staff, the daily hours of work for a single day may exceed 7.25 hours and/or may not be scheduled continuously if mutually agreed to by the staff member and the Institute.

~~15.023~~ Programs will each determine their normal hours for program delivery utilizing a daily 10 hour block of time between Monday to Friday. Staff members will be scheduled within this window unless mutually agreed to by the staff member and Institute. If the operational delivery of courses or course sections is required beyond normal hours **within the program window**, a process will be established when assigning salaried staff members, with due consideration given to work life balance.

Staff members may request hours outside this range that will be taken into consideration by the Institute and will be approved if they meet the operational requirements for the delivery of the program.

~~15.03 Credit courses necessary for the operation of Programs may be purchased by the Institute by way of contracts, on an as needed basis.~~

~~15.04 Credit courses assigned to staff members as part of their workload in accordance with article 15.01, will be considered class contact periods.~~

~~15.05 The Institute may hire contract instructors who will be limited to six (6) course sections, per instructor, per academic year. They will instruct no more than two (2) course sections per term or one (1) course per apprenticeship intake, unless otherwise agreed to between the instructor and the Institute on an exception basis. In the case of an exception the Institute will notify the Association if there is agreement to exceed the number of course sections per term. The six (6) course section limit will be effective July 1, 2017, at the commencement of the academic year. At this time, a course generally constitutes approximately 60 class contact periods.~~

~~15.06 Pursuant to Section 46.03 a staff member may provide the required service that would otherwise be purchased by the Institute by way of contract, as part of workload, for the period that such member would otherwise be declared redundant. Such period shall not exceed one (1) year unless the staff member is again declared redundant, pursuant to Section 46.~~

Section 16 Instructor Workload

Current article 16 to be removed and replaced with:

16.01 Application

This article applies to those staff members who occupy continuing or temporary fulltime or part time instructor positions.

16.02 Principles

The parties acknowledge a full-time instructor's salary is based on 1885 hours per academic year, pro-rated for part time instructors, where assignable workload hours will be determined as follows:

1885 hours less hours paid as vacation, holidays and Reading Days (pro-rated for part time instructors).

The parties recognize that quality of instruction, focusing on student success utilizing an outcomes-based learning approach in a polytechnic environment is a shared principle that will guide the allocation of assignable workload hours.

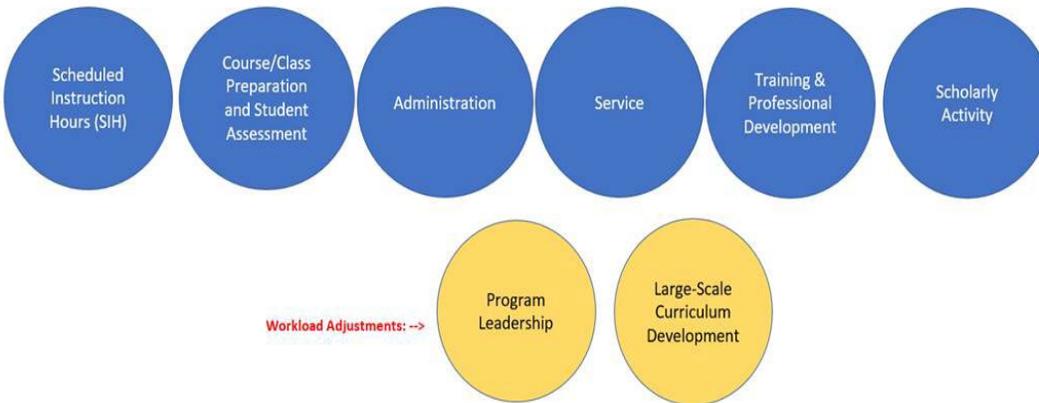
The work of an instructor is professional in nature allowing for flexibility, recognizing that an instructor's workload throughout the academic year may experience minor peaks and valleys, except where operational circumstances and/or instructor preference require greater variability of the instructor's workload.

Instructors are responsible for completing all components of their workload and have the flexibility to perform work as their assigned schedule allows.

The role of the instructor is to utilize their expertise to instruct students in order to contribute to student success. The parties recognize that class size impacts an instructor's workload.

16.03 Assignable Workload Hours

The professional duties and responsibilities of the instructor are categorized into 6 components. In addition, 2 types of workload adjustments may be assigned to the instructor. An instructor's assignable workload hours for the academic year will be determined using the model outlined below.



Descriptions of Components

1. **Scheduled Instruction Hour (SIH)** is an assigned period of either curriculum or hands-on skills instruction which takes place in a lab, classroom, shop, field, practicum, regardless of delivery modality which may include synchronous or asynchronous delivery, that is 60 minutes in duration. SIHs shall be rounded up to the nearest half hour as determined by the duration of the period of scheduled instruction.

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.

For medical or other approved leaves, excluding vacation, that exceed 5 consecutive days, the annual SIH threshold will be reduced by the number of SIHs assigned during the period of absence.

If an instructor’s regularly scheduled assignment falls on a statutory holiday or Reading Day and the Department Head, in discussion with the program leadership, schedules a make-up class, no additional SIHs will be allocated to the instructor.

If an instructor’s regularly scheduled assignment falls on a statutory holiday or Reading Day and the Department Head, in discussion with the program leadership, does not schedule a make-up class, the instructor will receive the regularly scheduled SIHs.

2. **Course/Class Preparation and Student Assessment**

May include but not limited to: Moodle setup/update and development of delivery materials, conducting student assessment/evaluation, office hours for student support and minor curriculum updates.

3. Administration

May include but not limited to: Participation in advisory committees, staff meetings, selection committees, performing NAIT Health & Safety requirements, conducting prospective student interviews and completing third party requirements (e.g. completing AIT or Accreditation special reports) and other student and program administrative duties (e.g. course coordination).

4. Service

May include but not limited to: NAIT committee participation, conducting classroom observations of peers, participating in NAIT Open House and Program Previews, and assisting with student events. 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.

5. Training & Professional Development

May include but not limited to: Participation in NAIT's performance enhancement process, maintaining and upgrading skills through professional and industry training, mentoring peers, participating in internal and external courses, conferences and workshops as well as, completing NAIT required training.

6. Scholarly Activity and Service

Academic learning and activity that aligns to NAIT's policy and procedure regarding scholarly activity, incorporating CAQC guidelines where applicable.

7. Program Leadership (for which a workload adjustment will be granted)

May include but not 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.

There are two Program Leadership assignments to which an instructor can be assigned in accordance with Article 44 (Recruitment, Selection, Promotion and Transfers):

Chair (Leader II)

Associate Chair (Leader I)

8. Major Curriculum Development (for which a workload adjustment will be granted)

The assigned development of new, or significant changes to, course and/or program outcomes, for example as guided by the Curriculum Review and Renewal process. This may

include the development of new curriculum including content, multimedia, activities, student assessments, or re-development of a course for a different mode of delivery.

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:

$$\text{Additional SIHs} = \frac{(CSF - 17\,000)}{83}$$

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 17,000 will be adjusted accordingly.

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 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 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. When changes to the workload assignment are necessary during the academic year, program leadership or Department Head will discuss the changes with the instructor as soon as reasonably possible.

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.

16.06 The assigned scheduled instructional 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.

Category of Instruction	2023-24
Apprenticeship	685
Diploma/Certificate	585
Applied Degree (BAIST)	515
Degree	449

Note: implementation of the above noted thresholds will be based on the date of ratification in relation to NAIT’s ability to operationalize them across the Institute. If the above-noted thresholds cannot be implemented for the 2022-2023 academic year, current thresholds will be maintained until such time the new thresholds can be operationalized.

See appendix A - for a listing of programs within each of the above noted threshold categories (updated lists will be available on the NAIT website).

16.07 Additional SIHs worked

When an instructor’s SIHs exceed their respective threshold number at the end of the academic year, the excess SIH hours will be paid at three times (3X) their hourly rate of pay. This additional payment of three times (3X) the hourly rate of pay will be made as soon as reasonably possible after the end of the academic year.

16.08 Workload Adjustments

An instructor’s assignable workload hours for the academic year may be adjusted under the following circumstances:

- Instructors who are appointed to a program leadership role, as per Article 44, to recognize their leadership duties and responsibilities, as outlined in 16.03
- Instructors who engage in major curriculum development as outlined in 16.03
- Other extraordinary assigned work approved by the Dean

Workload adjustments will be made taking into account the instructor’s total assignable workload hours for the academic year.

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.

(a) If an instructor desires a review of their workload assignment, that instructor may, within ten (10) working days of notification of the assignment, request a meeting with the Department Head to discuss the issue. 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.

- (i) Instructors may choose to have a NASA representative accompany them to any meeting that is scheduled to discuss the request for review.
- (ii) The committee shall study relevant documents and conduct interviews as necessary; review the assigned workload for reasoned equity across work unit and School.

Appendix A - List of Programs by Instructional Category

Instructional Category		
Apprenticeship	Industrial Mechanic (Millwright)	Gasfitter
Auto Body Technician	Outdoor Power Equipment	Glazier
Automotive Service Technician	Technician	Heavy Equipment Technician
Baker	Parts Technician	Insulator
Boilermaker	Plumber	Roofer
Cabinetmaker	Refrigeration and Air Conditioning	Sheet Metal Worker
Carpenter	Mechanic	Steamfitter-Pipefitter
Ironworker	Cook	Welder
Machinist	Crane & Hoisting Equipment	Electrician
	Operator – Mobile Crane	Communication Technician
	Electrician – CML	Instrumentation and Control
	Technician	
	Power System Electrician	
	Powerline Technician	

Diploma/Certificate

Advanced Care Paramedic	Construction Engineering Tech	Medical Laboratory Assisting
Advanced Plumbing	Culinary Arts	Medical Laboratory Technology
Advanced Welding	Cybersecurity	Medical Radiologic Technology
Automotive Service Technology	Data Analytics	Millwork & Carpentry Cert
Alternative Energy	Dental Assisting	Nanotechnology Systems
Animal Health Technology	Dental Technology Denturist	Network Engineering Technology
Applied Financial Services	Technology	Occupational Health and Safety
Architectural Technology	Diagnostic Medical Sonography	Optical Sciences – Contact Lenses
Baking and Pastry Arts Diploma	Digital Media and IT	Optical Sciences - Eyeglasses
Biomedical Engineering Tech	Disaster and Emergency	Personal Fitness Trainer
BioSci General	Management	Petroleum Engineering Tech
BioSci Conservation Biology	Electrical Engineering Technology	Photographic Technology
BioSci Environmental Monitoring	Electrical Installations (new)	Power Engineering Certificate
and Assessment	Electronics Engineering Tech	Power Engineering Technology
BioSci Laboratory Research and	Engineering Design Technology	Professional Meatcutting and
Biotechnology	Forest Technology	Merchandising
Building Environmental Systems	GeoscienceTechnology -	Pre-Employment - Auto Body Repair
Business Administration -	GeoEnvironmental	Pre-Employment - Automotive
Management	GeoscienceTechnology -	Service Technician
Business Administration -	Exploration	Primary Care Paramedic
Accounting	Geomatics Engineering Tech	Radio and Television - Radio
Business Administration -	Graphic Communications	Radio and Television - Television
Entrepreneurship and Innovation	Hospitality Management	Respiratory Therapy
Business Administration -	Hospitality Services	Veterinary Medical Assistant
Finance	(specialization) (new)	Water & Wastewater Technician
Business Administration –	HVAC Specialist Certificate	Wireless Systems Technology
General	Industrial Heavy Equip	
Business Administration - Human	Technology	
Resource Management	Interior Design Technology	
Business Administration -	Instrumentation Engineering	
Marketing	Technology	
Captioning and Court Reporting	Laboratory and X-Ray Technology	
Court Transcription Certificate	Combined	
Chemical Engineering Tech	Landscape Architectural Tech	
Chemical Technology	Liberal Arts	
Civil Engineering Technology	Magnetic Resonance First	
CNC Machinist Technician	Discipline	
Computer Engineering	Magnetic Resonance Imaging -	
Technology	Second Discipline	
Computer Network	Materials Engineering Technology	
Administrator	Mechanical Engineering	
	Technology - General	

Applied Degree

Bachelor of Applied Information Systems Technology

Degree

Bach of Applied Business Administration – Finance
 Bachelor of Business Administration
 Bachelor of Technology
 Bachelor of Technology in Construction Management

This list includes credit programs that are current as of the 2022-2023 academic year

This list may be adjusted as changes to the program mix are made

Instructors who teach courses that are offered across multiple programs will have their thresholds blended based on the SIHs taught in each program (example: select English, Math, Physics, Communications, etc.)

Section 18 Annual Vacation Leave

LIBRARIAN SERIES

18.12 Subject to 18.09 and 18.13, a staff member who is in the Librarian series 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; or
- (d) 1.538 days, if the staff member has more than fifteen (15) years of service***

****applicable to new sub-section (d): employees commence accrual effective 1st day of the pay period following date of ratification)***

The amount of service shall be determined as of the first day of each pay period.

Article 27 Benefits Administration

27.07 **Effective July 1, 2022** the Institute shall pay ~~\$650~~ **\$750** per calendar for each full time staff member into the Flexible Spending Account to be administered by the third party provider.

Letter of Understanding Re: Article 27 Benefits Administration

Effective July 1, 2022 the Institute shall:

- (a) increase the cap on paramedical professional services by \$100, and
- (b) increase the amount paid per visit for these services from 80% to 100%.

Section 53 Instruction Design and Delivery

543.01 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.

543.02 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.

543.03 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.

543.04 The Institute confirms its intent that:

(a) instructional assistants not be used to displace instructional staff ie: that the hiring of instructional assistants not cause redundancy of academic staff members;

(b) the introduction of instructional assistants occur where there is appropriate support from the work unit;

~~(c) instructional assistants work under the authority of instructional staff;~~

~~(d) instructional staff have direct responsibility for the supervision of instructional assistants, and;~~

~~(e) instructional staff be directly accountable for the actions of instructional assistants who work under their direct supervision.~~

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

Appendix XX Casual Employee Hourly Rate of Pay per Scheduled Instruction Hour (SIH)

Category	Description of the type of work	Rate
Instructor A	<p>Independent instruction of curriculum and preparation of course delivery materials incorporating industry expertise (eg. power point, schedule, lecture notes). Requirement for academic work to be done outside of scheduled instruction hours (SIH), including the supporting of students (eg. office hours).</p>	\$99.00/SIH*
Instructor B	<p>Independent instruction of curriculum incorporating industry expertise using materials previously developed and provided by the program. May conduct student assessment during scheduled instruction hours (SIH) based on previously developed assessments provided by the program. No requirement for academic work to be completed outside the scheduled instruction hours (SIH), however the casual employee is responsible to ensure they are prepared to instruct.</p>	\$49.00/SIH*

Instructor C	Curriculum Development and Design	\$49.00/hour*
Librarian		\$42.00/hour*
Counsellor		\$49.00/hour*
Curriculum & Instruction Specialist		\$49.00/hour*

***pay will be adjusted for SIHs or hours not worked and re-scheduled or if a substitute is required**

Ratification by The Parties

Under section 64 of the Labour Relations Code the parties have requested a Mediator’s Recommendations and have agreed to take the Mediator’s Recommendations to their principals for ratification.

I request that each party officially advise me, by email on or before 1:00 pm, Tuesday, April 12, 2022 if you accept or reject these recommendations. Please copy the other party.

If both of you accept/ratify the recommendations, you would proceed to prepare and sign the new collective agreement comprising the items you agreed to and these recommendations. The Date of Ratification would be the latter date either of you notify me of ratification.

If either or both of you reject these recommendations, you may:

1. return to bargaining, alone or with the mediator, or
2. exercise your further rights under the *Labour Relations Code*.

I remain available to assist you at any point in the process. Thank you for your assistance in the process.



Deborah M. Howes, C. MED., I.M.I. Cert.,

Mediator

April 1, 2022

Appendix A – Agreed to Items for the NAIT/NASA Collective Agreement June 30, 2019 to June 30, 2024

Preamble: moved language from Article 3 regarding work life balance to the preamble

Article 1 Definitions: updated and added new definitions as referenced throughout the Collective Agreement.

Article 4 Effective Date and Term of Agreement: added language regarding no lockout by the Institute and no strike by the Association during the term of the Collective Agreement.

Article 17 Paid Holidays: confirmed Remembrance Day as a paid holiday. Requests to work during Reading Week will be approved based on operational feasibility. Added language regarding fall break.

Article 18 Annual Vacation: annual vacation may be reimbursed if staff member is hospitalized during vacation. Added Curriculum & Instruction Specialist and their vacation entitlement.

Article 19 Special Leave: staff member may access special leave during vacation for the purposes of bereavement.

Article 22 Maternity & Parental Leave: Updated language and included language regarding the Supplementary Employment Benefit Plan.

Article 23 Illness Leave: Added notice period to return to work from leave.

Article 24 Professional Development: Expanded the scope of EPDA eligible expenses. Defined Educational Resource and expanded use of funds to pay for professional fees and union non-working dues. Increase in accrual, not to exceed to \$3200.00 and pro-rated for new and part time employees.

Article 27 Group Benefits Plan: Title changed and language clarified and reorganized.

Article 28 Long Term Disability: Title change and housekeeping items.

Article 29 Health Plan Benefits: renamed to Business Travel coverage. NAIT extended medical benefits plan moved to Article 27 Group Benefits.

Article 31 Dental Plan: Moved to Article 27 Group Benefits

Article 32 Group Insurance: Housekeeping and reflect current practice.

Article 36 NAIT Tuition Benefit: Title changed and language to reflect current practice.

Article 43 Probationary Period: Mandatory written performance evaluations during probation. Extensions to probationary period permitted only for approved leaves greater than one month, excluding vacation.

Article 46 Redundancy: Minor clarification to the process when redundancy occurs. Added clarity to language regarding exemptions from redundancy. Recall rights and process language added.

Article 48 Grievance Procedure: Elimination of nominees for arbitration. Extended timeframes from 10 to 15 working days for filing and managing grievances. Alignment with Alberta Labour Relations Code.

Article 49 Collective Bargaining: Article title changed to Collective Bargaining from Negotiations and Dispute Resolution. Language changed to align with Alberta Labour Relations Code.

Article 51 Health & Safety Committee: language updated to reflect the establishment of a Joint Workplace Health and Safety committee, as per the Albert OHS Act.

Article XX Seniority (new article): Created a definition of NASA seniority, when it applies, obligation for NAIT to provide a seniority list and for NASA to identify any corrections within 30 days, requirement for those with the same seniority date to be assigned a ranking.]

LOU Seniority: Obligates parties to establish a tie breaking process. Tie Breaking Process for existing staff members.

LOU EPDA Administrative Process: Parties will meet to discuss a more efficient and streamlined process for both NASA and NAIT.