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[August 1, 2024 ingoing proposals for NAIT and NASA can be found at this link.](#)

## **Counter-proposals with monetary impacts**

### **Article 3 - Application (Employee Type) - Tabled January 14, 2025 by NAIT, last counter-proposal by NASA March 25, 2025**

NAIT had proposed an improvement to NASA's ingoing proposal to ensure that temporary and casual staff would still be able to challenge terminations under human rights grounds, which NASA has agreed to.

NAIT has yet to agree to important proposals from NASA, including:

- Increasing the minimum proportion of SIH delivery that can be done by Continuing staff from 67% to 90%.
- Reverting back to only one type of non-permanent job status, Temporary, instead of Temporary and the lower-paid Casual position.
- Adding benefits, pension, vacation, and holidays for Temporary staff, as other institutes have similar benefits for their temporary staff.
- Ensure Temporary staff on full-time assignments receive full-time hours.
- Improving conversion from Temporary to Continuing to occur within 2 years of temporary work instead of 3.

### **Article 10 - Institute - Association Relations - Tabled February 10, 2025 by NAIT**

NAIT holds to their original proposed concessions which take away previously provided and/or negotiated aspects of the NASA office which would now require payment via your dues to operate such as monthly rent for office space, IT support, custodial services. NAIT also holds proposals to eliminate NASA access to nait.ca emails and Teams, the ability to pay to make photocopies, and take away NASA office staff's ability to access policies and communications on NAIT's intranet.

NAIT has proposed if NASA agrees to those cuts, they would agree to an amended version of a NASA proposal to allow time during business hours for union orientation for new staff.

NAIT is standing by its original concessions proposal, which would shift several costs—currently covered by NAIT—onto NASA. Under NAIT's plan, NASA would have to pay (through member dues) for:

- Monthly rent for its on-campus office
- IT support

- Custodial services

NAIT is also proposing to:

- Remove NASA's @nait.ca email and Microsoft Teams access
- Require NASA to pay for any photocopying
- Block NASA office staff from viewing policies and internal communications on NAIT's intranet

In exchange for NASA accepting all of these cuts, NAIT says it would accept a modified NASA proposal that lets union representatives provide a workplace orientation for new employees during business hours.

#### **Article 12 - Time Off For Association Business - Tabled February 10, 2025 by NAIT**

This is the Article subject to NAIT's grievance against NASA, where they are attempting to require NASA to pay for bargaining committee member time in negotiations even if those staff are not scheduled to teach and they can otherwise shift their schedule to complete their work. NAIT has not agreed to NASA's proposals to make the language clearer that where scheduling accommodations with no downloads occur, no payment to NAIT would be required.

#### **Article 16 - Instructor Workload - Tabled December 9, 2024 by NASA, last counter February 10, 2025 by NAIT**

NAIT and NASA have made counter-proposals to original proposals around the workload review process. NAIT still maintains that the escalated step to the VP Academic be eliminated, and that a workload review should not be subject to the grievance and arbitration process. NAIT has also proposed removing NASA representation from the second escalated step.

NAIT's proposal has two other significant concessions in other areas of workload remaining:

- Increasing the class size formula to allow even higher class sizes with no required SIH adjustment or possible overload.
- Increasing the SIH threshold for Post-Diploma Certificates from 449 to 515.

NAIT has also not made any steps towards agreeing to important NASA proposals, such as:

- Ensuring assigned workloads are achievable within the 36.25 average weekly hours that NASA members are paid for.
- Guaranteeing advance notice of course assignments ahead of semesters or intakes.
- Guaranteeing a minimum Chair download.
- Reducing the class size formula.
- Reducing SIH thresholds in line with other post-secondary institutes.
- Having SIH thresholds divided by semester or intake to avoid "hot and cold" loading.

#### **Article 17 - Paid Holidays - Tabled December 5, 2024 by NAIT**

NAIT had refused to provide any response to NASA's proposal to add the National Day for Truth and Reconciliation as a paid holiday as they considered this "monetary", as though it should impact wage negotiations and other matters to officially recognize the day as a holiday in the collective agreement when NAIT already closes the institute when TRC Day falls on a weekday. NAIT also still proposes a concession to make it harder for NASA members to be able to work during Reading Week, where requested.

**Article 18 - Annual Vacation Leave - Tabled December 12, 2024 by NASA, last counter-proposal tabled by NAIT February 13, 2025**

NAIT did agree to remove a concession that would no longer guarantee any vacation to normally occur during summer months, as well as amending another that would have given them power to require a staff person returning from any leave (bereavement, long-term disability, casual illness etc) to use all remaining vacation before returning to work to instead only allow for that where the NASA member agrees.

NAIT has not shown willingness to agree to payment where they require work of NASA members which interrupts scheduled vacation.

NAIT has also declined to agree to NASA's proposal to end the two-tiered vacation system where Instructors and Counsellors have a full 9 weeks vacation, but Librarians and Curriculum & Instructional Specialists have reduced vacation available.

**Article 22 - Maternity and Parental Leave - Tabled by NAIT December 5, 2024, last counter-proposal February 13, 2025 by NAIT.**

NAIT has agreed to an amended version of NASA's proposal to update language on parental leave where both parents work at NAIT to reflect federal standards.

NAIT had refused to table anything addressing the NASA proposal for full salary top-up for staff on maternity and parental leave, again considering the proposal monetary.

**Article 24 - Professional Development - Tabled by NASA November 26, 2024.**

NASA agreed to NAIT housekeeping changes in 24.09 clarifying the return to salary schedule placement upon return from leave.

NASA has rejected NAIT concessions from their ingoing proposal in the article including to cut the funds normally available for educational leave, and to grant NAIT the power to place a NASA member on an undefined Experience Leave with no agreement or even discussion with the NASA member.

**Article 25 - Funded Leave of Absence Plans - Tabled February 13, 2025 by NASA.**

NASA has rejected in this and all NAIT proposals that attempts to change language around "assignments" and "positions" which appears to be an attempt by NAIT to have Chairs no longer considered positions, and potentially subject to removal by NAIT without just cause, even when no reorganization is taking place.

**Article 48 - Grievance Procedure - November 25, 2024 by NAIT, last counter-proposal March 19, 2024 by NAIT.**

NAIT still proposes a concession to add costs for NASA to have NASA member witnesses attend arbitration, where currently those witnesses are allowed time off without any reimbursement required from NASA.

**Article 52 - Parking - Tabled by NAIT February 10, 2025, last counter-proposal February 13, 2025 by NASA.**

NAIT has not moved towards agreeing to NASA's proposal to require mutual agreement to change parking fees.

## **Counter-proposals with minimal or no monetary impacts**

**Article 21 - Leave Without Pay - Tabled February 13, 2025 by NASA, last counter-proposal by NAIT on March 25, 2025**

After some back and forth, there is some agreement to change the wording that NAIT is more likely to approve a request for leave without pay if it is received with 8 weeks or more notice, which would not prohibit requests with shorter notice.

There is also some agreement on making it clear that NASA members can take an MAE or AUPE position for up to two years, but would not accrue NASA seniority.

**Article 34 - Membership in Professional Association - Tabled November 26, 2024 by NASA, last counter-proposal March 25, 2025 by NASA.**

NAIT maintains that NASA members who maintain membership in an association for which they are being reimbursed and work at another employer must confirm with NAIT that they are not being reimbursed by that second employer. NASA proposed specifying a less onerous process of confirming that on the form NAIT requires NASA members to fill out when they request reimbursement. NAIT appears to want the broad ability to request this confirmation in any way it sees fit, including requesting letters from the 2nd employer.

**Article 42 - Probationary Period - Tabled March 19, 2025 by NASA.**

NASA has generally accepted NAIT's proposed change in language to list "out of scope leader" as a general term for management instead of the specific and outdated "Department Head" throughout the agreement. NAIT proposed a concession for probationary staff where they would have the power to extend someone's probation to the end of a semester or intake if they had been on leave, and this made the end of their probation shift to mid or end of semester, and NASA has rejected that aspect of NAIT's proposal.

**Article 43 - Recruitment, Selection, Promotion and Transfer - Tabled March 25, 2025 by NASA.**

NAIT had expressed concerns over a recent arbitration decision where it was ruled that reversion from a transfer or promotion, such as a Chair, within twelve months required mutual agreement under 43.05. NASA's counter-proposal adopts NAIT's changes to 43.05 which clarifies that the reversion can be decided by either NAIT or the NASA member on their own. NAIT has proposed concessions where Chairs would no longer be determined to be a promotion, potentially losing protection under the discipline definition in 1.01, and another where

the search committee would no longer require the participation of NASA members, and the process would generally be diluted in favour of more powers for NAIT.

**Article 45 - Seniority - Tabled November 26, 2024 by NAIT, last counter-proposal by NASA January 14, 2025.**

Both parties are moving towards agreement on seniority, accepting that temporary staff would retain their seniority provided there was a gap of not longer than 20 weeks between temporary assignments or the start of their continuing assignment. Further discussion will be around a process to make that change for the first time when the new agreement is reached.

**Proposals that were completely rejected**

Either party can respond to a proposal or counter-proposal by simply stating that they do not agree with or reject the proposal. This is a signal that the party is at least initially opposed to the proposal being adopted in any form. The other party can still try to negotiate by tabling a watered-down version of the original proposal. This can be seen as “bargaining with yourself” - that is you lower your demands without the other side trying to meet you even part way. There can also be times where that can lead to compromise agreements.

NASA's proposal Article 1.01 (hh) New Course Delivery - NAIT rejected November 25, 2024

NASA's proposal Article 8.02 No Non-greivable Policies - NAIT rejected November 25, 2024

NAIT's proposal Article 9.02 (h) Deleting consultation for probation extension - NASA rejected March 19, 2025

NASA's proposal Article 49.03 Not Performing Struck Work - NAIT rejected November 26, 2024

NASA's proposal NEW Letter of Understanding - Distributed Work Agreement - NAIT rejected February 10, 2025.

NAIT's proposal NEW Letter of Understanding re: 16.03 - NASA rejected November 26, 2024.

NASA's proposal 47.05 Reduced Time for Discipline - NAIT rejected November 26, 2024.