List of Proposals Rejected by the Employer on 2026-11-17

Rejected Article	Employer Rationale	Next steps
PARTICIPATON U1 15.11; 15.11.4; APPENDIX H U2 15.10 U3 11.15 PARTICIPATION [NEW] Summary: • Creates a repository of faculty/departmental governance documents. • Adds Experience Credit for Participation to U1 CA • Adds participation language to U3 CA [NEW]	Language agreed to in the last round of bargaining for U1 and U2 is "relatively new" and "hasn't been sufficiently tested." Employer also claims it "won't be easy" to make a central repository, and that this documentation is also not mandated by the CA.	Return to membership. Proposed alternative LOU clarifying release of governance docuents to members
INCLEMENT WEATHER [NEW] U1 17.22 U2 17.24 U3 16.23 Summary: Provides up to 1/35 of contract in leave or allows a switch to online class/tutorial delivery (U1/U2) or online work (U3) in cases of inclement weather.	Weather-related calls are a university function, not an individual employee or CA question. There is an existing process in the university about communicating weather-related notices that they do not want to disrupt.	Return to membership.
TECHNOLOGY AND INSTRUCTION U1 10.05.2 U2 10.05.2 Summary: The mode of delivery is stated before the contract is signed.	At the time that a contract is posted, the mode of delivery for instruction may not be known.	Employer will consider the points raised by the union that mode of delivery should be known at the time of posting, that a 'hybrid/unclear' note could be provided, and that this is important for employees to pick up contracts they can actually work.
INTELLECTUAL PROPERTY DEFINITIONS U1 10.06 [NEW] U2 10.06	Unit 1 members have a "dual relationship" with the university as learners and workers. It could be complicated to determine under what function work	Employer will get back to us and consider the union's arguments that the distinction between

Summary: Clarifies that the CA prevails in case of a conflict between CA and University policies. Adds IPR Definitions section to the U1 CA	gets done. New language may create new areas of dispute. Employer is not convinced this is important for U1 members.	student and learners is not that difficult to understand (including as per FGS's FAQ on IP).
POSTINGS U1 11.01.1(v) [NEW] U2 11.02.1(v) [NEW] Summary: Requires the Employer to include total contract hours and course mode of delivery in tutor postings and protects employees from modes of delivery changes (see also *10.05.2)*	The number of posting hours and mode of delivery may not be known at the time of posting.	Employer will take it back and consider the Union's point that hours should be set for postings depending on tutor type, nature of contract offered, etc.
PRIORITY POOL U1 12.03.1 Summary: Strengthens members' guarantee of TA contract by removing caveat (i.e., "subject to availability"). Prevents denial of a work contracts if a graduate student enrolls late. Requires Employer to explain when/why members are assigned GA/RA instead of TA contracts.	Employer is not prepared to shift from prioritization to a guarantee of work.	Unclear if the employer was speaking about 12.03.1 in its entirety, or just (i); Union replied to 12.03.1 (i), dropping proposed deletion of "(subject to availability)"
INFORMATION U1 22.02 (v)–(vi) [NEW] Summary: Requires the Employer to provide the Union annually with information on how it met every member's minimum guarantee in the previous year.	"We cannot do that. It's just not something we can agree to." They will deal with issues as they are raised, but can't agree to reporting. Employer was informed that the Union has no way to raise issues on an unknown, here.	Return to membership.
TYPE 2 & TYPE 3 APPOINTMENTS U2 10.01.1 Summary: Sets maximum hours for a Type 3 position at 135h.	Employer does not want to include type 3 work in U2 proposals. They do not believe it is feasible.	Return to membership.
APPOINTMENTS U2 12.02.1(iii)–(iv) Summary: Deletes Nursing proof-of-practice/currency requirements for Clinical Course Director (CCD) positions.	"We don't agree and we continue to not agree to that. We think it's important and necessary" to maintain current practices (which the union notes are out of line with other nursing schools in the province).	Return to membership.

PARTICIPATION U2 15.10.2 [NEW] Summary: Commits Employer to create a contract faculty seat on the Board of Governors.	"We're not agreeable to that." They do not want to expand the Board of Governors or think that a seat there for contract faculty would improve labour relations or communications with our members. It is the BOG's responsibility to determine its composition (Employer confirmed that they did not talk to the Board of Governors about this proposal). It could create a conflict of interest to have a union member sitting on the board.	Employer was encouraged to bring this to the BOG; unclear if they will.
PARTICIPATION U2 15.10.3 Summary: The proposal scaffolds important faculty and departmental participation for our members.	They are not agreeable to the proposal and say the existing language (about credit for participation) has not been sufficiently tested yet.	Employer will take it back, after the underlying issue was reexplained at the table.
CLASSIFICATION OF BARGAINING UNIT WORK U3 3.05 Summary: Requires Employer to provide Union with explanation/rationale whenever work/positions deemed to have been within scope of bargaining unit (per Art. 3.01) during the previous 36 months no longer qualifies as Unit 3 work/positions.	This reporting requirement puts too much of an onus on the employer to explain its actions.	Employer will take it back, after being pushed on the lack of transparency on this issue. Employer was encouraged to think about less onerous reporting formats.
PRIORITY POOL BARGAINING UNIT WORK [NEW] U3 10.2.2 Ensures U1 Priority Pool members remain in the Priority Pool when they hold U3 work as part of their PP entitlements. Entitles U1 Members who hold U3 position as workplace accommodation to accrue APE credit at same rate as Unit 1 TA.	"We can't agree with that," but the Employer was confused about their notes and could not provide a full answer.	Employer will get back to us; was informed of the equity implications to this article for members accommodated out of U1, into U3.