

CUPE 3903 Bargaining Proposals [August 1, 2023]: These proposals are tabled without prejudice to the Union’s tabling of additional, new and/or amended proposals in the course of collective bargaining negotiations, and the Union’s interpretation of collective agreement language in any current or future grievance. Unless otherwise agreed any article or provision expiring during the life of 2020-2023 Collective Agreement is hereby renewed.

Union Rights			
1	Article	Change	Proposal
1	NEW 7.11	Add Med-Arb to CA	<u>If mediation-arbitration is requested by the Union, the Union shall, in its notice of intent to proceed to mediation-arbitration, suggest a person to serve as mediator-arbitrator from among a panel of mediator-arbitrators agreed upon by the Employer and CUPE 3903. Within twenty-one (21) calendar days of the Step 4 decision the mediator-arbitrator will then hold a meeting with the parties involved. The Parties may hold such meetings with or without counsel by mutual agreement.</u>
2	NEW 7.12	Add Med-Arb to CA	<u>Each party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case. The fees and expenses of mediator-arbitrator, the hearing room and any other expenses incidental to the mediation-arbitration hearing shall be borne equally by the Parties. The Parties agree to use University facilities at no cost wherever possible.</u>
3	NEW 7.13	Add Med-Arb to CA	<u>The mediator-arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this agreement or any expressly written amendment or supplement thereto or to extend its duration, unless the Parties have expressly agreed, in writing, to give them specific authority to do so or to make an award which has such effect.</u>

4	NEW 7.14	Add Med-Arb to CA	<p><u>The outcome of the mediation will be one of the following:</u></p> <ul style="list-style-type: none"> (i) <u>No resolution is reached and the Union decides to withdraw the grievance and take no further action.</u> (ii) <u>A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation shall receive a copy.</u> (iii) <u>No resolution is reached through mediation, then the Parties agree that the appointed mediator-arbitrator shall have the authority to fashion a remedy appropriate in the circumstances to resolve the grievance regardless of the form in which the grievance was filed. Such a decision shall be rendered in writing within ten (10) calendar days of the mediation-arbitration hearing.</u>
5	NEW 7.15	Add Med-Arb to CA	<p><u>Should the parties disagree as to the meaning of the mediator-arbitrator's decision, either party may apply to the mediator-arbitrator to reconvene to clarify the decision, which they shall do within five (5) working days</u></p>
6	NEW 7.16	Add Med-Arb to CA	<p><u>The time limits set out in 7.11 and 7.15 do not apply to Article 4 complaints and grievances filed as per Article 6.20 (Unit 1 & Unit 2) or Article 6.17 (Unit 3), provided that mediation-arbitration is requested by the Union within one year of the conduct complained of or of the employee becoming aware of the occurrence of the circumstances giving rise to the grievance.</u></p>

7	NEW 7.17	Add Med-Arb to CA	<u>Nothing in the University's policies or procedures will limit or otherwise restrict the ability of the Union to pursue matters related to human rights, discrimination or harassment through this Agreement's grievance procedure(s).</u>
8	8.01.1	Add production to grievance process	The employer shall not discipline, suspend or discharge an employee unless there is just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the employer. <u>The employer shall provide the Union with any and all supporting documents that comprise the evidentiary basis of the Article 8 proceeding (subject to the necessary redactions of private information) prior to the first meeting.</u>

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Equity			
	Article	Change	Proposal
1	5.03.1	Update data in footnote to reflect 2021 census; see also 5.03.4	<p>Employment Equity Committee</p> <p>(f) Pursuant to its mandate, the Employment Equity Committee may have regard to other sources of external data to review representation thresholds, including the General Workforce Population Equity Group Data in Article 5.03.3(d).1</p> <p>Footnote 1 The parties acknowledge, solely for the purpose of the deliberations of the Employment Equity Committee, the following current data from reports commissioned by Statistics Canada or from the City of Toronto, provided by the Union, and for the General Workforce Population Equity Groups by Statistics Canada:</p>

			<p>for Canada as a whole (and for General Workforce Population Equity Groups):</p> <ul style="list-style-type: none"> a. Women: 50.4% (48.2%) b. Racialized people: 22.3% (21.3%) c. Indigenous Peoples: 4.9% (4.0%) d. Persons with disabilities: 22% (9.1%) e. 2SLGBTQIA+ (Homosexual and Bisexual): 3% <p>for Toronto (and for General Workplace Population Equity Groups):</p> <ul style="list-style-type: none"> a. Women: 52% (48.7%) b. Racialized people: 52% (48.8%) c. Indigenous Peoples: 1% (0.8%) d. Persons with disabilities: 24.3% e. 2SLGBTQIA+: 4-5% <p>The Employment Equity Committee may obtain additional data particularly with respect to d. and e. above.</p>
2	5.03.4 (a)	Update to reflect 2021 census, as in 5.03.1. Provide relevant percentages for disabled people.	<p>Underrepresentation</p> <p>(a) Representation Thresholds</p> <p>Unless otherwise agreed upon and, in order not to interfere with the Employer’s FCP obligations, where the representation percentages are not lower than those for the FCP Equity Groups in the External Availability Data for Canada as a whole, underrepresentation shall be understood to mean fewer employees who identify as belonging to one or more of the Equity Groups than the External Availability Data for Toronto.</p> <p>Informed by this understanding of underrepresentation, the representation thresholds for the FCP Equity Groups current as of March 1, 2021 are as follows:</p>

			<p>Women: 45.9%</p> <p>Racialized: 30.9%</p> <p>Indigenous: 1.4%</p> <p>Representation data for persons with disabilities is not available either for Toronto or nationally.</p> <p>Persons with disabilities:</p>
3	5.0.3.4 (2)	Provide salaries in dollar amounts. Calculate employment equity data reports based on both total number of employees who returned the survey and total number of employees in the hiring unit; currently only former is provided.	<p>Use and Reporting of Data</p> <p>(2) The Employer will annually report on equity data as follows:</p> <p>(a) By December 1 each year, the Employer will provide to the Employment Equity Committee non-confidential Internal Self-identification Representation Data broken down by department and faculty for the most recent consecutive three contract years for which the data is available as of the immediately preceding November 1, per Article 5.03.4(a)(ii).</p> <p>Internal Self-Representation Data will be provided for individual academic units with 10 or more contract faculty members over the reporting period. For academic units with fewer than 10 contract faculty over the reporting period, the University will provide confirmation of whether that unit is below or has met the equity goal of fair representation for Equity Groups. Subject to any contrary recommendation from the Employment Equity Committee that is adopted by the Parties, for academic units with fewer than 10 contract faculty over the reporting period, Self-Representation Data will be provided for the Faculty as a whole, which serves as the basis for</p>

			<p>determining underrepresentation in these units per Article 5.04.4(b) below.</p> <p>(b) By December 1 of each year, the Employer will provide to the Employment Equity Committee non-confidential Internal Self-Representation data correlated with information including number of positions held, position type, and salaries (in dollars) available as of the immediately preceding November 1, per Article 5.03.1(d).</p> <p><u>(c) By December 1 of each year, the Employer will provide to the Employment Equity Committee an employment equity data report drawing on the non-confidential Internal Self-Representation data which will provide intersectionality totals correlated with information including number of positions held, position type, and salaries (in dollars). All such data will be calculated using both the total number of employees who returned the surveys and the total number of employees in CUPE 3903 Unit 2.</u></p> <p>(3) The Employment Equity Committee may ask for specific analyses in respect of the Internal Self-Identification Representation Data to support its activities. Such requests will not be unreasonably denied, taking into account availability of resources and/or costs that may be involved.</p>
4	Unit 1: 17.06, Unit 2: 17.06,	Change to trans-inclusive, gender-neutral language.	<p><u>PAID MATERNITY PARENTAL LEAVE</u></p> <p>Upon written request to the Chair/Dean/Director indicating the expected date of delivery, a female pregnant employee</p>

	Unit 3: 16.08		shall be entitled to paid maternity parental leave of up to seventeen thirty-fifths of the period of their Appointment Contract(s). Requests for Maternity Parental Leave will be made as soon as practicable, and normally no later than one month before the intended start-date of the leave.
5	Unit 1: 17.07, Unit 2: 17.07, Unit 3: 16.09	Change to trans-inclusive, gender-neutral language. Increase length of paid leave to be consistent with Unit 1: 17.06, Unit 2: 17.06, Unit 3: 16.08.	<p>PAID CARE-GIVER LEAVE</p> <p>Upon written request, a paid leave of absence of up to twelve seventeen thirty-fifths shall be granted to an employee on the occasion of the birth of a child for which they are s/he is going to accept care-giver responsibility. Where two more than one employees have has care-giver responsibility for a new-born child and one is eligible for maternity parental leave, they may divide the amount of paid maternity parental and care-giver leave between them.</p>
6	Unit 1: 17.08, Unit 2: 17.08, Unit 3: 16.10	Increase length of paid leave to be consistent with Unit 1: 17.06, Unit 2: 17.06, Unit 3: 16.08.	<p>PAID ADOPTION LEAVE</p> <p>Upon written request indicating the expected date of adoption of an infant (i.e., less than five years old at the time of adoption), the employee who has the principal responsibility for the care of that child shall be entitled to a paid adoption leave, coincident with the adoption of that child, of up to twelve seventeen thirty-fifths of the period of their Appointment Contract(s). Where two employees more than one employee are assuming joint care-giver responsibility for that child, a maximum of twelve seventeen thirty-fifths of paid adoption leave may be shared between them, in which case the portion claimed by each shall be calculated on the Appointment Contract(s) that each holds.</p>

7	Unit 1: 17.09, Unit 2: 17.09	Change to trans-inclusive, gender-neutral language. Increase length of unpaid leave to achieve total of 52 weeks in combination with Unit 1: 17.07, Unit 2: 17.07 OR Unit 1: 17.08, Unit 2: 17.08.	<p>CARE-GIVER LEAVE – TIME OFF</p> <p>Upon written request, the natural mother <u>pregnant parent</u> shall be entitled to a leave of up to thirty-five weeks in time off, including the paid portion of leave specified in Article 17.06. Any other employee who has care-giver responsibility for a new-born or adopted infant shall be entitled to a leave of up to twenty <u>thirty-five</u> weeks in time off, including the paid portion of leave specified in Articles 17.07 and 17.08</p>
8	U ni t 3: 1 6. 1 4	Change to trans-inclusive, gender-neutral language. Increase length of unpaid leave to achieve total of 52 weeks in combination with Unit 3: 16.09 OR Unit 3: 16.10.	<p>CARE-GIVER LEAVE – TIME OFF</p> <p>Upon written request, the natural mother <u>pregnant parent</u> shall be entitled to a leave of up to thirty-five weeks in time off, including the paid portion of leave specified in Article 17.06. Any other employee who has care-giver responsibility for a new-born or adopted infant shall be entitled to a leave of up to twenty <u>thirty-five weeks</u> in time off, including the paid portion of leave specified in Articles 16.09 and 16.10.</p>