

Employer counterproposal – All Units – LOA – Discussions Regarding Workplace Accommodation

Revise LOA as follows:

Unit 1

LETTER OF AGREEMENT

DISCUSSIONS REGARDING WORKPLACE ACCOMMODATION

The Union and the Employer agree that at each of the February and May Employee Well-Being – CUPE 3903 Monthly Review meetings, the parties will engage in a discussion the scope of which will include:

1. Data that the Employer provides to CUPE in advance of these meetings; and
2. Discussion and feedback regarding individual CUPE 3903-represented employees' experience with the accommodation processes under the Disability Support Program, with a view to opportunities for continuous improvement.

Four weeks in advance of a scheduled meeting, the Employer will provide the Union with the following non-confidential aggregate data as available through EWB regarding;

- a. newly medically accommodated employees in the CUPE 3903 bargaining units, including information regarding the nature of the accommodation provided;
- b. all medically accommodated CUPE 3903 represented employees broken down by bargaining unit;**
- c. the number of CUPE 3903-represented employees newly seeking an accommodation on the basis of family status;
- d. the total number of CUPE 3903 represented employees approved for family status accommodations.**

Each party may have up to three representatives at these discussions. Such representatives shall normally include Manager, Employee Well-Being (or nearest equivalent position) and Disability Support Specialist(s) on behalf of the Employer and the CUPE 3903 Staff Representative Equity (or nearest equivalent position) on behalf of the Union. If either party wishes to have more than three representatives in attendance, they should seek the agreement of the other party no later than seven days in advance of the meeting.

~~This Letter of Understanding will expire with the commencement of the renewal collective agreement following the 2023-26 collective agreement unless this Letter of Understanding is renewed by the parties.~~

Unit 2

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Unit 3

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For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.