**All Units Counterproposal on Equity-Related Articles**

**February 21, 2024**

*CUPE 3903 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 the 2020–2023 Collective Agreement is hereby renewed.*

**Key to Changes:**

New counter, with respect to the previous pass of the party marked with ***RED, highlight, and underline***

Counter language as of previous pass will be marked with **highlight and underline**

Employer and Union agreed upon language marked with Green highlight

***[Date in italics]*** indicates proposal that is unchanged and is being remotivated

**UNIT 1**

**5.03.4 USE AND REPORTING OF DATA**

[...]

(2) The Employer will annually report on equity data as follows:

(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 (1)(d)**.

(b) By December 1 of each year, the Employer will provide to the Employment Equity Committee non-confidential Internal Self-**identification** Representation data **which will provide intersectionality totals** correlated with information including number of positions held, position type, and salaries **(by dollar range)** available as of the immediately preceding November 1, per Article 5.03.1(d). **All such data will be calculated using both the total number of employees who completed a self-identification survey or applicant self-identification form, as well as the total number of employees in the bargaining unit.**

**5.03.5 UNDERREPRESENTATION OF EMPLOYEES WHO IDENTIFY AS BELONGING TO ONE OR MORE OF THE EMPLOYMENT EQUITY GROUPS**

(a) Representation Thresholds

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 Datafor Canada as a whole, underrepresentation shall be understood to mean ~~fewer~~ **a lower percentage of** employees who identify as belonging to one or more of the **Employment** Equity Groups than **is accounted for by** the External Availability Datafor Toronto~~.~~ **and the External Availability Data for Canada as a whole, whichever is higher. Since there is no External Availability Data for persons with disabilities, the parties will refer to the Statistics Canada Employment Equity Occupational Group ‘Professionals’ data for persons with disabilities.**

Informed by this understanding of underrepresentation, the representation thresholds for the FCP Equity Groups current as of March 1, 2021 are as follows:

 Women: 56.4%

 Racialized: 52.2%

 Indigenous: 1.8%

 **Persons with Disabilities: 8.9% \*as of November 2023**

~~Representation data for persons with disabilities is not available either for Toronto or nationally.~~

**5.04.1(a) 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:**

**(a)Data that the Employer provides to CUPE in advance of these meetings; and**

***(b) 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.***

**5.04.2 (a) Four weeks in advance of a scheduled meeting, the Employer will provide the union with non-confidential data including the following: the number of CUPE 3903 members seeking workplace accommodations on medical/disability grounds and family status grounds ~~and religious grounds~~ for each academic year for the most recent three consecutive contract years aso of the immediately preceding October 1, broken down by faculty and department, including non-confidential information regarding the nature of the accommodation provided.**

**5.04.2(b) The Employer will also provide the union with workplace accommodations related budgets and expenditures for each academic year, broken down by faculty for the most recent three consecutive contract years as of the immediately preceding October 1.**

**5.04.3 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 Equity Officer (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.**

**UNIT 1 10.01.3 POSITIONS**

10.01.3 The employer shall provide the union with a list of the appointees and the courses to which they are appointed by 31 October, **1 March, and 30 June** of each year ~~and by similarly reasonable dates in other sessions~~. Included with the list will be a report on the number of applicants and the number of appointees who self-identified as a member of one or more of the designated employment equity groups, including totals by intersectionality for appointees who self-identified as a member of one or more designated employment equity groups, a copy of which will be provided to the **CUPE 3903 Equity Officer and the** Joint Labour Management Committee.

***[September 22, 2023]***

**12.03.2 PRIORITY POOL**

12.03.2 A Ph.D. student whose studies have been impacted by a protected ground under the OHRC for which they require accommodation and who, as a result, have not completed their academic requirements shall gain ~~one~~ **two** additional ~~year~~ **years** of priority pool entitlement. (See also Article 15.10.) Masters candidates who held a full teaching assistantship shall be allocated a full teaching assistantship pursuant to the terms of Article 15.10.

15.10 ~~DISABILITY/ILLNESS/INJURY LEAVE~~ **CODE BASED EXTENSION REQUESTS**

A full-time graduate student whose studies have been impacted by a protected ground under the ***Ontario Human Rights Code* (*“***OHRC***”)***  for which they require accommodation may submit a petition for academic extension for up to a total of twenty-four months beyond the Faculty of Graduate Studies deadlines (part-time graduate students may submit petitions for part-time status). Full and part-time graduate students who suffer illness or injury may submit petitions for academic extensions for up to a total of ~~twelve~~ **twenty-four** months beyond the Faculty of Graduate Studies deadlines. Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. Such petitions shall be kept confidential. When considering these petitions, the Dean shall review medical certification and statements as to the effect of the disability or disabilities, illness or injury upon the progress of the student’s work. If requested by the member, in the case of a petition based upon a disability or disabilities, the Dean shall also meet with an officer from the ~~he~~ *~~Office of Persons With Disabilities~~* ***Student Accessibility Services*** to discuss the petition. If the Dean decides not to grant such a petition, they shall state the reasons for their decision in writing, including the basis upon which they decided that the effect of the illness, injury and/or disability or disabilities upon the progress of the student’s work was not sufficient to grant the petition, to the individual with a copy to the union. Such a request shall not be unreasonably denied. Petitions of full-time graduate students which are granted shall be granted for full-time status and petitions of part-time students which are granted shall be granted for part-time status **for each year in which an academic extension is granted**.

Masters candidates who held a full or partial teaching assistantship, and who subsequently have been granted a full-time academic extension for up to 12 months beyond Faculty of Graduate Studies guidelines per this article, also shall be allocated an additional teaching assistantship.

***[September 22, 2023]***

**15.30 MENTORING FUND**

**The University will establish a Mentoring Fund, in the amount of $20,000 per year, to be operated under the aegis of the Union, for the purpose of providing mentoring, professional development opportunities, and other supports to CUPE 3903 members, with an emphasis on mentoring for members of employment equity groups. The Union will establish a Mentor Committee that will develop the Mentorship Program, and adjudicate the Mentoring Fund. CUPE 3903 members who serve as mentors with the Program shall accrue 0.5 Type 1 APE for every year of service. The Union will report annually on the utilization of the fund to the Labour-Management Committee. Unspent monies in this Fund will carry forward to the subsequent year to a maximum total fund amount of $30,000 as of September 1 in any year.**

**17.06 PAID ~~MATERNITY~~ PREGNANCY LEAVE**

Upon written request to the Chair/Dean/Director indicating the expected date of delivery, a ~~female~~ pregnant employee shall be entitled to paid ~~maternity~~ **pregnancy** leave of up to seventeen-thirty-fifths of the period of their appointment contract(s). Requests for ~~Maternity~~ **Pregnancy** Leave will be made as soon as practicable, and normally no later than one month before the intended start-date of the leave.

**17.07 PAID CAREGIVER LEAVE**

Upon written request, a paid leave of absence of up to ~~twelve~~ ***fifteen*** thirty-fifths shall be granted to an employee on the occasion of the birth of a child for which ~~s/he~~ **they are** ~~is~~ going to accept caregiver responsibility. Where ~~two~~ **more than one** employee~~s~~ **has**~~ve~~ caregiver responsibility for a newborn child and one is eligible for ~~maternity~~ **pregnancy** leave, they may divide the amount of paid ~~maternity~~ **pregnancy** and caregiver leave between them.

**17.08 PAID ADOPTION LEAVE**

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~~ ***fifteen*** thirty-fifths of the period of their Appointment Contract(s). Where ~~two employees~~ **more than one** employee **is** ~~are~~ assuming joint care-giver responsibility for that child, a maximum of ~~twelve~~ **f*ifteen*** 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.

**LETTER OF UNDERSTANDING - REPRESENTATION THRESHOLDS**

**In the event that Statistics Canada releases External Availability Data during the life of the collective agreement, the Employer will provide such data to the Employment Equity Committee at its first meeting after the release of such data by Statistics Canada.** ~~and it will form the basis of~~ **The parties will rely on the updated External Availability Data for the representation thresholds set out in Article 5.03.5 for subsequent appointment exercises.**

**The EEC will make recommendations on improvements to employment equity programs and initiatives, bearing in mind the new representation thresholds, pursuant to the EEC’s mandate as per 5.03.1(a) & (b).**

New union counter language as of Feb. 15, 2024 will be marked with **Blue highlight**

Employer and Union agreed upon language marked with Green highlight

***[Date in italics]*** indicates proposal that is unchanged and is being remotivated

**UNIT 2**

~~5.0.3.4~~ **5.03.4** **USE AND REPORTING OF DATA**

[...]

(2) The Employer will annually report on equity data as follows:

(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 (1)(d)**.

(b) By December 1 of each year, the Employer will provide to the Employment Equity Committee non-confidential Internal Self-**identification** Representation data **which will provide intersectionality totals** correlated with information including number of positions held, position type, and salaries **(by dollar range)** available as of the immediately preceding November 1, per Article 5.03.1(d). **All such data will be calculated using both the total number of employees who completed a self-identification survey or applicant self-identification form, as well as the total number of employees in the bargaining unit.**

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(a) Representation Thresholds

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Informed by this understanding of underrepresentation, the representation thresholds for the FCP Equity Groups current as of March 1, 2021 are as follows:

 Women: 45.9%

 Racialized: 30.9%

 Indigenous: 1.4%

 **Persons with Disabilities: 8.9% \*as of November 2023**

~~Representation data for persons with disabilities is not available either for Toronto or nationally.~~

**5.04.1(a) 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:**

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**5.04.3 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 Equity Officer (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.**

15.9 ~~DISABILITY/ILLNESS/INJURY LEAVE~~ **CODE BASED EXTENSION REQUESTS**

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***[September 22, 2023]***

**15.32 MENTORING FUND**

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**UNIT 3**

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***[September 22, 2023]***

**11.15 MENTORING FUND**

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**16.08 PAID ~~MATERNITY~~ PREGNANCY LEAVE**

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**16.09 PAID CAREGIVER LEAVE**

Upon written request, a paid leave of absence of up to ~~twelve~~ ***fifteen*** thirty-fifths shall be granted to an employee on the occasion of the birth of a child for which ~~s/he~~ **they are** ~~is~~ going to accept caregiver responsibility. Where ~~two~~ **more than one** employee~~s~~ **has**~~ve~~ caregiver responsibility for a newborn child and one is eligible for ~~maternity~~ **pregnancy** leave, they may divide the amount of paid ~~maternity~~ **pregnancy** and caregiver leave between them.

**16.10 PAID ADOPTION LEAVE**

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~~ ***fifteen*** thirty-fifths of the period of their appointment contract(s). Where **more than one** ~~two~~ employee~~s~~ **is** ~~are~~ assuming joint care-giver responsibility for that child, a maximum of ~~eight~~ ***fifteen*** 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.

**LETTER OF UNDERSTANDING - REPRESENTATION THRESHOLDS**

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