

Employer counter proposal – All Units – Article 5

Unit 1

ARTICLE 5 – LABOUR/MANAGEMENT COMMITTEES

- 5.01.1 The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management Committee consisting of five representatives from each party, inclusive of CUPE 3903 staff representatives and Employer Office of Labour Relations representatives. Each party shall inform the other of the names of the five representatives prior to the first Labour/Management committee meeting of the contract year.
- 5.01.2 The Committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions and shall not have the power to add to or modify the terms of this agreement. However, neither the Employer nor the Union shall act in a manner contrary to the recommendations of the Committee without having first informed the Committee in writing that it intends to do so. A representative of each party shall be designated as a joint Co-Chair, and the two persons so designated shall alternate in presiding over meetings. Either Co-Chair may call meetings on at least two weeks' notice to the other members of the Committee.
- 5.01.3 As appropriate, either party may also propose to the other that guests with relevant knowledge or expertise attend to speak to specific agenda items with advance notice to the other party.

ADVISORY COMMITTEE ON RACE/ETHNIC RELATIONS AND HARASSMENT

- 5.02 As per Article 4.04.3, the Union and the Employer agree to maintain the Joint CUPE 3903 – York Advisory Committee on Race/Ethnic Relations, Discrimination and/or Harassment to discuss and investigate systemic and/or individual discrimination, interference, restriction, harassment or coercion exercised or practised with respect to any member of the bargaining unit in their employment relationship, by reason of race, colour, nationality, ancestry, place of origin, or native language (subject to Article 12.02.1).

The Committee shall consist of ~~at least two~~ up to four representatives of each party, including a senior designate of the Office of the Vice-President Equity, People and Culture and the CUPE 3903 Staff Representative Equity. A representative of each party shall be designated as a joint Chair, and the two persons so designated shall alternate in presiding over meetings. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee. The Committee shall ~~have its first meeting~~ within six months of the signing of this agreement.

The Committee may make recommendations to the Labour/Management Committee on these matters from time to time.

~~5.03 The Union and the Employer agree to maintain an Employment Equity Committee to meet within one month of the signing of the 2002-2005 collective agreement.~~

~~The Employment Equity Committee will have access to the non-confidential findings of a census of all members of the bargaining units and graduate students at York University to be conducted by the Employment Equity Office following the ratification of the 2002-2005 collective agreement. The Employment Equity Committee may ask the Institute for Social Research to do specific analyses of data collected in connection with the Employment Equity survey. The Employer shall not unreasonably deny the Employment Equity Committee's recommendation for funds to conduct the survey(s).~~

~~Effective on ratification of the renewal collective agreement, the Employment Equity Committee will have access to the non-confidential findings of regular surveys of all members of the bargaining units undertaken for the purposes of the Federal Contractors Program.~~

~~There are two types of surveys, regular and comprehensive. The first comprehensive surveys will be completed by the end of March 2009. The regular surveys are done on a monthly basis for new hires. The first regular surveys will be carried out in June 2009. The content will include designated employment equity group voluntary self-identification. This information will be correlated with information about salaries, terminations and promotions for purposes of reporting.~~

~~The Committee's mandate will further include setting goals and timetables for the elimination of discriminatory practices and systemic barriers to equal opportunity. Issues to be addressed will include: recruitment of employees, selection procedures, job postings, Employer required and provided training, salaries and benefits, and working conditions (including accommodation for persons with disabilities).~~

~~Within 12 months of the ratification of the renewal collective agreement, qualitative research on departmental hiring practices in relation to recruitment of employees, selection procedures, job postings, Employer required and provided training, salaries and benefits, and working conditions will be completed by the Employment Equity Committee.~~

~~The Employment Equity Committee shall, within twelve months of first meeting, after the ratification of the renewal collective agreement, develop an Employment Equity Plan consistent with the Federal Contractors Program for approval by the parties. This plan will address the removal of employment barriers in order to achieve the ultimate goal of fair representation of the following designated groups in bargaining unit employment: aboriginal peoples, persons with disabilities, visible minorities and women. Fair~~

~~representation will be taken to mean a reflection of the population of these groups in the Greater Toronto area.~~

~~The Committee will consist of three representatives of each party and the Director of Recruitment, Workforce Employment Equity or designate as ex officio member. Preference will be given to members from each of the designated groups. A representative of each party shall be designated as joint Chair and the two persons so designated shall alternate in the chair. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee.~~

5.03.1 Employment Equity Committee

- (a) The Union and the Employer agree to continue to maintain an Employment Equity Committee, which will consist of three up to four representatives of each party, including a senior designate of the Office of the Vice-President Equity, People and Culture and the CUPE 3903 Staff Representative Equity. The Committee may invite additional participants. A representative of each party shall be designated as joint Chair and the two persons so designated shall alternate in the Chair. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee, and in any case at least twice per year. Where possible, Equity Groups identified in Article 5.03.3 may be included among the representatives.
- (b) The Employment Equity Committee's mandate will include setting goals and timetables for the elimination of discriminatory practices and systemic barriers to equal opportunity. Issues to be addressed will include recruitment of employees, selection procedures, job postings, Employer required and provided training, salaries and benefits, and working conditions (including accommodation for persons with disabilities).
- (c) Further to its mandate as set out at Article 5.03.1 (b) above, the Employment Equity Committee in consultation with the parties, will review and make recommendations in respect of the Employment Equity Plan for approval by the Parties. The Employment Equity Plan will address the removal of employment barriers in order to achieve the ultimate goal of fair representation of Equity Groups as defined at 5.03.3(a).
- (d) By March 1 each year the Employment Equity Committee shall report to the Labour Management Committee on its activities and provide any recommendations for the consideration of the Labour Management Committee.
- (e) Pursuant to its mandate, the Employment Equity Committee will have access to the non-confidential findings of Internal Self-Identification Representation Data defined in Article 5.03.3(e) below. The Internal Self-Identification Data will be correlated with employment-related information, including number of positions held, position type, and salaries for purposes of reporting to the Employment Equity Committee.

- (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
- (g) Pursuant to its mandate given representation thresholds achieved within the bargaining unit, the Employment Equity Committee may consider whether to recommend to the parties and recommend, as part of its annual review of the Employment Equity Plan, that the parties aim for a higher goal than currently prevails.
- (h) The Employment Equity Committee may review the appointment process set out in Article 12.04 of the Unit 2 collective agreement, and make such recommendations to the parties as it considers appropriate.
- (i) All data handled by the Employment Equity Committee will be in accordance with relevant privacy statutes.
- (j) Where issues of interpretation, data or process arise, the parties will review these at the Employment Equity Committee.

5.03.2 Terminology and Pronoun Use

- (a) The collective agreement has been amended to reflect 2SLGBTQIA+ throughout.
- (b) Throughout the collective agreement, the parties have adopted the pronoun “they” to represent the singular in place of *she* and *he*.

5.03.3 Definitions

(a) Equity Groups

For the purposes of the Collective Agreement, Equity Groups are defined as:

- (i) Federal Contractor Program (FCP) Equity Groups: women, racialized groups (visible minorities) (“racialized”), Indigenous peoples (Aboriginal peoples) (“Indigenous”), and persons with disabilities; and
- (ii) 2SLGBTQIA+

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:

for Canada as a whole (and for General Workforce Population Equity Groups):

- 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%

for Toronto (and for General Workplace Population Equity Groups):

- 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%

The Employment Equity Committee may obtain additional data particularly with respect to d. and e. above.

Note: The parties have defined 2SLGBTQIA+ as an Equity Group under the collective agreement and wish to remove any employment barriers and barriers for employees who self-identify as 2SLGBTQIA+. The implementation of 2SLGBTQIA+ as an Equity Group within the Collective Agreement will not interfere with the Employer's Federal Contractor Program obligations or its collection of Internal Self-Identification Representation Data.

(b) Intersectionality

For the purposes of the Collective Agreement, Intersectionality means the classification of self-identification information for employment equity purposes, considering combinations of two or more of the Equity Groups.²

(c) External Availability Data

For the purposes of the Collective Agreement, External Availability Data refers to the most recent Statistics Canada data for FCP Equity Groups by occupation for Canada as a whole or for Toronto, as the case may be.

(d) General Workforce Population Equity Group Data

The most recent available Statistics Canada data for FCP Equity Groups without regard to occupation for Canada as a whole and for Toronto, as the case may be.

(e) Internal Self-identification Representation Data

For the purposes of the Collective Agreement, Internal Self-identification Representation Data refers to the self-identification data collected via self-identification surveys of current employees conducted by the Office of the Vice-President Equity, People and Culture on a regular basis and Applicant Self-Identification Data defined below in (f).

(f) Applicant Self-Identification Data

For the purposes of the Collective Agreement, Applicant Self-Identification Data refers to the data the Employer collects from the self-identification form that applicants may complete in an application or selection process. A provision for voluntary self-identification is part of the Application for a Teaching Assistantship Position.

5.03.4 Use and Reporting of Data

(1) The following data establishes the foundation which the parties will rely on for decision-making in support of the mandate set out at Article 5.0.3.1(c):

(a) External Availability Data.

(b) Internal Self-identification Representation Data for the most recent consecutive three contract years for which the data is available as of the November 1 preceding the contract year for which appointment decisions will be made.

² As background: Intersectionality is a way of acknowledging that there are multiple interlocking systems of power, privilege, and experiences of systemic discrimination based on race, gender, sexual identification, class, disability, etc. Most people are in multiple social categories and may have lived experiences of multiple forms of systemic discrimination. Intersectional analysis allows the parties to understand variations in the experience of inequality and privilege. An intersectional approach involves the Employer and the Union taking responsibility for workplace equity. This is consistent with the Ontario Human Rights Commission's approach to analysis that assumes an individual's experiences are based on multiple identities that can be linked to more than one ground of discrimination.

- (c) Internal Self-identification Representation Data available as of November 1 each year correlated with employment-related information, including number of positions held, position type, and salaries, per Article 5.03.1(e).
 - (d) Applicant Self-Identification Data pertaining to the appointment and selection procedures, or programs listed by Article number in (i-iii) below, which serves as the sole source of equity data for individual applicants in regard to these appointment and selection procedures or programs:
 - (i) Article 12.04.1
 - (ii) Article 12.04.2
 - (iii) Article 23 Affirmative Action
- (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)(b), (c) and (d).

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 determining underrepresentation in these units per Article 5.03.5(b) below.

- (b) By December 1 of each year, the Employer will provide to the Employment Equity Committee non-confidential Internal Self-Representation data including intersectionality totals of up to two Equity Groups 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(e).
 - (c) Internal Self-identification Representation Data, as defined at Article 5.03.4(1)(b) and (c), will show 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. For the purposes of the collective agreement, Internal Self-identification Representation will be determined using the number of employees who have completed a self-identification survey or applicant self-identification form.
- (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.

5.03.5 Underrepresentation

(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 Data for Canada as a whole, underrepresentation shall be understood to mean 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 Data for 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

(b) Determination of Underrepresentation in Academic Units with Few Contract Faculty
Where the number of contract faculty teaching in an academic unit render the Internal Self-Identification Representation Data for the academic unit unavailable, subject to any contrary recommendation from the Employment Equity Committee that is adopted by the Parties, the Internal Self-Identification Representation Data for the Faculty as a whole will be used to determine the representation thresholds for the academic unit. Fewer than 10 contract faculty in an academic unit over the 3-year reporting period will be considered too few to make Internal Self-Identification Representation Data available for the academic unit.

5.03.6 Intersectional Application of Underrepresentation Thresholds

For the intersectional application of underrepresentation thresholds, under Article 12.04.2 of the Unit 2 collective agreement, the following will apply:

- (1) In academic units where there are fewer than 45.9% members in the academic unit employed in bargaining unit work who identify as women and there are fewer than 30.9% members in the academic unit employed in bargaining unit work who identify as members of a racialized group, then an applicant who self-identifies as a racialized woman (a woman who is a member of a racialized group) will be appointed.
- (2) If there are no racialized women applicants, then an applicant from the more underrepresented group (a woman or member of a racialized group) will be appointed.
- (3) If there are no applicants who self-identify as a member of either group or the academic unit has met both underrepresentation thresholds in (1), then an applicant who self-identifies as an Indigenous person or as a person with disabilities will be

appointed.

- (4) If the academic unit has met the underrepresentation thresholds in (1) and there are no applicants from the FCP Equity Groups in (3) or there are no applicants from the FCP Equity Groups in (1) and (3), then an applicant who self-identifies as 2SLGBTQIA+ will be hired.

Clarity Note: the Employment Equity provisions at Article 5.03 above were negotiated in the context of discussions with Unit 2. The parties acknowledge that not all provisions apply to Unit 1.

Unit 2

ARTICLE 5 – LABOUR/MANAGEMENT COMMITTEES

- 5.01.1 Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management Committee consisting of five representatives from each party, inclusive of CUPE 3903 staff representatives and Employer Office of Labour Relations representatives. Each party shall inform the other of the names of the five representatives prior to the first Labour/Management committee meeting of the contract year.
- 5.01.2 The Committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions and shall not have the power to add to or modify the terms of this agreement. However, neither the Employer nor the Union shall act in a manner contrary to the recommendations of the Committee without having first informed the Committee in writing that it intends to do so. A representative of each party shall be designated as a joint Co-Chair, and the two persons so designated shall alternate in presiding over meetings. Either Co-Chair may call meetings on at least two weeks' notice to the other members of the Committee.
- 5.01.3 As appropriate, either party may also propose to the other that guests with relevant knowledge or expertise attend to speak to specific agenda items with advance notice to the other party.

ADVISORY COMMITTEE ON RACE/ETHNIC RELATIONS AND HARASSMENT

- 5.02 As per Article 4.04.3, the Union and the Employer agree to maintain the Joint CUPE 3903 – York Advisory Committee on Race/Ethnic Relations, Discrimination and/or Harassment to discuss and investigate systemic and/or individual discrimination, interference, restriction, harassment or coercion exercised or practised with respect to any member of the bargaining unit in their employment relationship, by reason of race, colour, nationality, ancestry, place of origin, or native language (subject to Article 12.024.1).

The Committee shall consist of ~~at least two~~ up to four representatives of each party, including a senior designate of the Office of the Vice-President Equity, People and Culture and the CUPE 3903 Staff Representative Equity. A representative of each party shall be designated as a joint Chair, and the two persons so designated shall alternate in presiding over meetings. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee. The Committee shall have its first meeting within six months of the signing of this agreement.

The Committee may make recommendations to the Labour/Management Committee on these matters from time to time.

- ~~5.03 The Union and the Employer agree to maintain an Employment Equity Committee to meet within one month of the signing of the 2002-2005 collective agreement.~~

- ~~_____ The Employment Equity Committee will have access to the non-confidential findings of a census of all members of the bargaining units and graduate students at York University to be conducted by the Employment Equity Office following the ratification of the 2002-2005 collective agreement. The Employment Equity Committee may ask the Institute for Social Research to do specific analyses of data collected in connection with the Employment Equity survey. The Employer shall not unreasonably deny the Employment Equity Committee's recommendation for funds to conduct the survey(s).~~
- ~~_____ Effective on ratification of the renewal collective agreement the Employment Equity Committee will have access to the non-confidential findings of regular surveys of all members of the bargaining units undertaken for the purposes of the Federal Contractor's Program.~~
- ~~_____ There are two types of surveys, regular and comprehensive. The first comprehensive surveys will be completed by the end of March 2009. The regular surveys are done on a monthly basis for new hires. The first regular surveys will be carried out in June 2009. The content will include designated employment equity group voluntary self-identification. This information will be correlated with information about salaries, terminations and promotions for purposes of reporting.~~
- ~~_____ Effective on ratification of the renewal collective agreement, a provision for voluntary self-identification will be added to the unit 2 blanket applications. This data will be used to implement Articles 12.03.2, 23 and 24.~~
- ~~_____ The Committee's mandate will further include setting goals and timetables for the elimination of discriminatory practices and systemic barriers to equal opportunity. Issues to be addressed will include: recruitment of employees, selection procedures, job postings, Employer required and provided training, salaries and benefits, and working conditions (including accommodation for persons with disabilities).~~
- ~~_____ Within 12 months of the ratification of the renewal collective agreement, qualitative research on departmental hiring practices in relation to recruitment of employees, selection procedures, job postings, Employer required and provided training, salaries and benefits, and working conditions will be completed by the Employment Equity Committee.~~
- ~~_____ The Employment Equity Committee shall, within twelve months of first meeting after the ratification of the renewal collective agreement, develop an Employment Equity Plan consistent with the Federal Contractors Program for approval by the Parties. This plan will address the removal of employment barriers in order to achieve the ultimate goal of fair representation of the following designated groups in bargaining unit employment: aboriginal peoples, persons with disabilities, visible minorities and women. Fair representation will be taken to mean a reflection of the population of these groups in the Greater Toronto area.~~

- ~~— The Committee will consist of three representatives of each party and the Director of Recruitment, Workforce Employment Equity or designate as ex officio member. Preference will be given to members from each of the designated groups. A representative of each party shall be designated as joint Chair and the two persons so designated shall alternate in the Chair. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee.~~
- ~~— Unless otherwise agreed upon, underrepresentation shall be understood to mean fewer bargaining unit members that identify as belonging to one or more of the equity seeking groups than the available data for the Greater Toronto Area reports.~~
- ~~— For the 2017-2020 Collective Agreement the following minimum thresholds will be used when applying intersectional equity data:~~
- ~~(1) Where there are fewer than 44% members in the hiring unit doing bargaining unit work that identify as women and/or where there are fewer than 30% members in the hiring unit who identify as racialized people ("visible minorities"), then an applicant that self-identifies as a racialized woman will be appointed.~~
 - ~~(2) If there are no racialized women candidates, then a candidate from the more underrepresented group will be appointed;~~
 - ~~(3) If there are no candidates under (1) or if the hiring unit has met both thresholds in (1), then a candidate that self identifies as an Indigenous (Aboriginal) person and/or a person with a disability will be hired.~~
 - ~~(4) If there are no candidates from the under represented groups, or if the hiring unit has met the threshold under (1), then a candidate that self identifies as LGBTQ will be hired.~~
- ~~— Hiring Unit data for the most recent consecutive three contract years (or, during implementation, such period up to three contract years as is available) shall be used to establish hiring unit representation.~~
- ~~— Where issues of interpretation, data or process arise during implementation, the parties will review these at the Employment Equity Committee.~~

5.03.1 Employment Equity Committee

- (a) The Union and the Employer agree to continue to maintain an Employment Equity Committee, which will consist of three up to four representatives of each party, including a senior designate of the Office of the Vice-President Equity, People and Culture and the CUPE 3903 Staff Representative Equity. The Committee may invite

additional participants. A representative of each party shall be designated as joint Chair and the two persons so designated shall alternate in the Chair. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee, and in any case at least twice per year. Where possible, Equity Groups identified in Article 5.03.3 may be included among the representatives.

- (b) The Employment Equity Committee's mandate will include setting goals and timetables for the elimination of discriminatory practices and systemic barriers to equal opportunity. Issues to be addressed will include recruitment of employees, selection procedures, job postings, Employer required and provided training, salaries and benefits, and working conditions (including accommodation for persons with disabilities).
- (c) Further to its mandate as set out at Article 5.03.1 (b) above, the Employment Equity Committee in consultation with the parties, will review and make recommendations in respect of the Employment Equity Plan for approval by the Parties. The Employment Equity Plan will address the removal of employment barriers in order to achieve the ultimate goal of fair representation of Equity Groups as defined at 5.03.3(a).
- (d) By March 1 each year the Employment Equity Committee shall report to the Labour Management Committee on its activities and provide any recommendations for the consideration of the Labour Management Committee.
- (e) Pursuant to its mandate, the Employment Equity Committee will have access to the non-confidential findings of Internal Self-identification Representation Data defined in Article 5.03.3(e) below. The Internal Self-Identification Data will be correlated with employment-related information, including number of positions held, position type, and salaries for purposes of reporting to the Employment Equity Committee.
- (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).³

³ 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:

for Canada as a whole (and for General Workforce Population Equity Groups):

- a. Women: 50.6% (48.2%)
- b. Racialized people: 26.5% (26.8%)
- c. Indigenous Peoples: 5% (4.2%)
- d. Persons with disabilities: 22% (9.1%)
- e. 2SLGBTQIA+ (Homosexual and Bisexual): 4%

for Toronto (and for General Workplace Population Equity Groups):

- 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%

- (g) Pursuant to its mandate given representation thresholds achieved within the bargaining unit, the Employment Equity Committee may consider whether to recommend to the parties and recommend, as part of its annual review of the Employment Equity Plan, that the parties aim for a higher goal than currently prevails.
- (h) The Employment Equity Committee may review the appointment process set out in Article 12.04 of the Unit 2 collective agreement, and make such recommendations to the parties as it considers appropriate.
- (i) All data handled by the Employment Equity Committee will be in accordance with relevant privacy statutes.
- (j) Where issues of interpretation, data or process arise, the parties will review these at the Employment Equity Committee.

5.03.2 Terminology and Pronoun Use

- (a) The collective agreement has been amended to reflect 2SLGBTQIA+ throughout.
- (b) Throughout the collective agreement, the parties have adopted the pronoun “they” to represent the singular in place of *she* and *he*.

5.03.3 Definitions

(a) Equity Groups

For the purposes of the Collective Agreement, Equity Groups are defined as:

- (iii) Federal Contractor Program (FCP) Equity Groups: women, racialized groups (visible minorities) (“racialized”), Indigenous peoples (Aboriginal peoples) (“Indigenous”), and persons with disabilities; and
- (iv) 2SLGBTQIA+

Note: The parties have defined 2SLGBTQIA+ as an Equity Group under the collective agreement and wish to remove any employment barriers and barriers for employees who self-identify as 2SLGBTQIA+. The implementation of 2SLGBTQIA+ as an Equity Group within the Collective Agreement will not interfere with the Employer’s Federal Contractor Program obligations or its collection of Internal Self-Identification Representation Data.

(b) Intersectionality

For the purposes of the Collective Agreement, Intersectionality means the classification of self-identification information for employment equity purposes, considering combinations of two or more of the Equity Groups.⁴

The Employment Equity Committee may obtain additional data particularly with respect to d. and e. above.

⁴ As background: Intersectionality is a way of acknowledging that there are multiple interlocking systems of power, privilege, and experiences of systemic discrimination based on race, gender, sexual identification, class, disability, etc. Most people are in multiple social categories and may have lived experiences of multiple forms of systemic discrimination. Intersectional analysis allows the

(c) External Availability Data

For the purposes of the Collective Agreement, External Availability Data refers to the most recent Statistics Canada data for FCP Equity Groups by occupation for Canada as a whole or for Toronto, as the case may be.

(d) General Workforce Population Equity Group Data

The most recent available Statistics Canada data for FCP Equity Groups without regard to occupation for Canada as a whole and for Toronto, as the case may be.

(e) Internal Self-identification Representation Data

For the purposes of the Collective Agreement, Internal Self-identification Representation Data refers to the self-identification data collected via self-identification surveys of current employees conducted by the Office of the Vice-President Equity, People and Culture on a regular basis and Applicant Self-Identification Data defined below in (f).

(f) Applicant Self-Identification Data

For the purposes of the Collective Agreement, Applicant Self-Identification Data refers to the data the Employer collects from the self-identification form that applicants may complete in an application or selection process. A provision for voluntary self-identification is part of the Unit 2 blanket application. [For Unit 1 Collective Agreement: A provision for voluntary self-identification is part of the Application for a Teaching Assistantship Position.]

5.03.4 Use and Reporting of Data

(1) The following data establishes the foundation which the parties will rely on for decision-making in support of the mandate set out at Article 5.0.3.1(c):

(e) External Availability Data.

(f) Internal Self-identification Representation Data for the most recent consecutive three contract years for which the data is available as of the November 1 preceding the contract year for which appointment decisions will be made.

(g) Internal Self-identification Representation Data available as of November 1 each year correlated with employment-related information, including number of positions held, position type, and salaries, per Article 5.03.1(e).

(h) Applicant Self-Identification Data pertaining to the appointment and selection procedures or programs listed by Article number in (i-iii) below, which serves as the sole source of equity data for individual applicants in regard to these appointment and selection procedures or programs:

(iv) Article 12.04.1

parties to understand variations in the experience of inequality and privilege. An intersectional approach involves the Employer and the Union taking responsibility for workplace equity. This is consistent with the Ontario Human Rights Commission's approach to analysis that assumes an individual's experiences are based on multiple identities that can be linked to more than one ground of discrimination.

- (v) Article 12.04.2
- (vi) Article 23 Affirmative Action

(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)(b), (c) and (d).

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 determining underrepresentation in these units per Article 5.03.5(b) below.

- (d) By December 1 of each year, the Employer will provide to the Employment Equity Committee non-confidential Internal Self-Representation data including intersectionality totals of up to two Equity Groups 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(e).
- (e) Internal Self-identification Representation Data, as defined at Article 5.03.4(1)(b) and (c), will show 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. For the purposes of the collective agreement, Internal Self-identification Representation will be determined using the number of employees who have completed a self-identification survey or applicant self-identification form.

(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.

5.03.5 Underrepresentation

(b) 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 Data for Canada as a whole, underrepresentation shall be understood to mean 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 Data for 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: 45.9%

Racialized: 30.9%

Indigenous: 1.4%

Persons with Disabilities: 8.9% *as of November 2023

(c) Determination of Underrepresentation in Academic Units with Few Contract Faculty
Where the number of contract faculty teaching in an academic unit render the Internal Self-Identification Representation Data for the academic unit unavailable, subject to any contrary recommendation from the Employment Equity Committee that is adopted by the Parties, the Internal Self-Identification Representation Data for the Faculty as a whole will be used to determine the representation thresholds for the academic unit. Fewer than 10 contract faculty in an academic unit over the 3-year reporting period will be considered too few to make Internal Self-Identification Representation Data available for the academic unit.

5.03.6 Intersectional Application of Underrepresentation Thresholds

For the intersectional application of underrepresentation thresholds, under Article 12.04.2 of the Unit 2 collective agreement, the following will apply:

- (1) In academic units where there are fewer than 45.9% members in the academic unit employed in bargaining unit work who identify as women and there are fewer than 30.9% members in the academic unit employed in bargaining unit work who identify as members of a racialized group, then an applicant who self-identifies as a racialized woman (a woman who is a member of a racialized group) will be appointed.
- (2) If there are no racialized women applicants, then an applicant from the more underrepresented group (a woman or member of a racialized group) will be appointed.
- (3) If there are no applicants who self-identify as a member of either group or the academic unit has met both underrepresentation thresholds in (1), then an applicant who self-identifies as an Indigenous person or as a person with disabilities will be appointed.
- (4) If the academic unit has met the underrepresentation thresholds in (1) and there are no applicants from the FCP Equity Groups in (3) or there are no applicants from the FCP Equity Groups in (1) and (3), then an applicant who self-identifies as 2SLGBTQIA+ will be hired.

Unit 3

ARTICLE 5 – LABOUR/MANAGEMENT COMMITTEES

- 5.01.1 Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management Committee consisting of five representatives from each party, inclusive of CUPE 3903 staff representatives and Employer Office of Labour Relations representatives. Each party shall inform the other of the names of the five representatives prior to the first Labour/Management committee meeting of the contract year.
- 5.01.2 The Committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions and shall not have the power to add to or modify the terms of this agreement. However, neither the Employer nor the Union shall act in a manner contrary to the recommendations of the Committee without having first informed the Committee in writing that it intends to do so. A representative of each party shall be designated as a joint Co-Chair, and the two persons so designated shall alternate in presiding over meetings. Either Co-Chair may call meetings on at least two weeks' notice to the other members of the Committee.
- 5.01.3 As appropriate, either party may also propose to the other that guests with relevant knowledge or expertise attend to speak to specific agenda items with advance notice to the other party.

ADVISORY COMMITTEE ON RACE/ETHNIC RELATIONS AND HARASSMENT

- 5.02 An employee in the bargaining unit may be selected by the Union as a representative on the Joint Union – York Advisory Committee on Race/Ethnic Relations, Discrimination and/or Harassment referred to in Article 5.02 of the Unit 1 collective agreement and on the Employment Equity Committee referred to in Article 5.03.1 of the Unit 1 collective agreement.
- 5.03 An employee in the bargaining unit may be selected by the Union as a representative on the Employment Equity Committee referred to in Article 5.03.1 of the Unit 1 collective agreement.
- 5.04 EMPLOYMENT EQUITY COMMITTEE
- 5.04.1 Employment Equity Committee
- (a) The Union and the Employer agree to continue to maintain an Employment Equity Committee, which will consist of ~~three~~ up to four representatives of each party, including a senior designate of the Office of the Vice-President Equity, People and Culture and the CUPE 3903 Staff Representative Equity. The Committee may invite additional participants. A representative of each party shall be designated as joint Chair and the two persons so designated shall alternate in the Chair. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee. Where possible, Equity Groups identified in Article 5.03.3 may be included among the representatives.

- (b) The Employment Equity Committee's mandate will include setting goals and timetables for the elimination of discriminatory practices and systemic barriers to equal opportunity. Issues to be addressed will include recruitment of employees, selection procedures, job postings, Employer required and provided training, salaries and benefits, and working conditions (including accommodation for persons with disabilities).
- (c) Further to its mandate as set out at Article 5.03.1 (b) above, the Employment Equity Committee in consultation with the parties, will review and make recommendations in respect of the Employment Equity Plan for approval by the Parties. The Employment Equity Plan will address the removal of employment barriers in order to achieve the ultimate goal of fair representation of Equity Groups as defined at 5.03.3(a).
- (d) By March 1 each year the Employment Equity Committee shall report to the Labour Management Committee on its activities and provide any recommendations for the consideration of the Labour Management Committee.
- (e) Pursuant to its mandate, the Employment Equity Committee will have access to the non-confidential findings of Internal Self-identification Representation Data defined in Article 5.03.3(e) below. The Internal Self-Identification Data will be correlated with employment-related information, including number of positions held, position type, and salaries for purposes of reporting to the Employment Equity Committee.
- (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).⁵

⁵ 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:

for Canada as a whole (and for General Workforce Population Equity Groups):

- 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%

for Toronto (and for General Workplace Population Equity Groups):

- 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%

The Employment Equity Committee may obtain additional data particularly with respect to d. and e. above.

- (g) Pursuant to its mandate given representation thresholds achieved within the bargaining unit, the Employment Equity Committee may consider whether to recommend to the parties and recommend, as part of its annual review of the Employment Equity Plan, that the parties aim for a higher goal than currently prevails.
- (h) Intentionally Deleted Applicable only to Unit 2.
- (i) All data handled by the Employment Equity Committee will be in accordance with relevant privacy statutes.
- (j) Where issues of interpretation, data or process arise, the parties will review these at the Employment Equity Committee.

5.04.2 Terminology and Pronoun Use

- (a) The collective agreement has been amended to reflect 2SLGBTQIA+ throughout.
- (b) Throughout the collective agreement, the parties have adopted the pronoun “they” to represent the singular in place of *she* and *he*.

5.04.3 Definitions

- (a) Equity Groups

For the purposes of the Collective Agreement, Equity Groups are defined as:

- (v) Federal Contractor Program (FCP) Equity Groups: women, racialized groups (visible minorities) (“racialized”), Indigenous peoples (Aboriginal peoples) (“Indigenous”), and persons with disabilities; and
- (vi) 2SLGBTQIA+

Note: The parties have defined 2SLGBTQIA+ as an Equity Group under the collective agreement and wish to remove any employment barriers and barriers for employees who self-identify as 2SLGBTQIA+. The implementation of 2SLGBTQIA+ as an Equity Group within the Collective Agreement will not interfere with the Employer’s Federal Contractor Program obligations or its collection of Internal Self-Identification Representation Data.

- (b) Intersectionality

For the purposes of the Collective Agreement, Intersectionality means the classification of self-identification information for employment equity purposes, considering combinations of two or more of the Equity Groups.⁶

⁶ As background: Intersectionality is a way of acknowledging that there are multiple interlocking systems of power, privilege, and experiences of systemic discrimination based on race, gender, sexual identification, class, disability, etc. Most people are in multiple social categories and may have lived experiences of multiple forms of systemic discrimination. Intersectional analysis allows the parties to understand variations in the experience of inequality and privilege. An intersectional approach involves the Employer and the Union taking responsibility for workplace equity. This is consistent with the Ontario Human Rights Commission’s approach to analysis that assumes an individual’s experiences are based on multiple identities that can be linked to more than one ground of discrimination.

(c) External Availability Data

For the purposes of the Collective Agreement, External Availability Data refers to the most recent Statistics Canada data for FCP Equity Groups by occupation for Canada as a whole or for Toronto, as the case may be.

(d) General Workforce Population Equity Group Data

The most recent available Statistics Canada data for FCP Equity Groups without regard to occupation for Canada as a whole and for Toronto, as the case may be.

(e) Internal Self-identification Representation Data

For the purposes of the Collective Agreement, Internal Self-identification Representation Data refers to the self-identification data collected via self-identification surveys of current employees conducted by the Office of the Vice-President Equity, People and Culture on a regular basis and Applicant Self-Identification Data defined below in (f).

(f) Applicant Self-Identification Data

For the purposes of the Collective Agreement, Applicant Self-Identification Data refers to the data the Employer collects from the self-identification form that applicants may complete in an application or selection process.

5.0.4.4 Use and Reporting of Data

(1) The following data establishes the foundation which the parties will rely on for decision-making in support of the mandate set out at Article 5.0.3.1(c):

(i) External Availability Data.

(j) Internal Self-identification Representation Data for the most recent consecutive three contract years for which the data is available as of the November 1 preceding the contract year for which appointment decisions will be made.

(k) Internal Self-identification Representation Data available as of November 1 each year correlated with employment-related information, including number of positions held, position type, and salaries, per Article 5.04.1(e).

(l) Applicant Self-Identification Data pertaining to the appointment and selection procedures pursuant to Article 5.04.5 below.

(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 5.04.5(1)(b), (c) and (d).

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 determining underrepresentation in these units per Article 5.04.5 below.

- (b) By December 1 of each year, the Employer will provide to the Employment Equity Committee non-confidential Internal Self-Representation data including intersectionality totals of up to two Equity Groups 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 5.04.1(e).
 - (c) Internal Self-identification Representation Data, as defined at Article 5.04.4(1)(b) and (c), will show 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. For the purposes of the collective agreement, Internal Self-identification Representation will be determined using the number of employees who have completed a self-identification survey or applicant self-identification form.
- (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.

5.04.5 Underrepresentation 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 Data for Canada as a whole, underrepresentation shall be understood to mean 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 Data for 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

- 5.04.6 Whereas most Graduate Assistant positions are not posted by a hiring unit but rather by an individual researcher / Principal Investigator, in those cases where a hiring unit posts multiple GA positions the following will apply. Where all other factors and qualifications are equal, preference will be provided to an applicant who self-identifies as a member of one or more an Equity Groups.

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.