

This proposal is 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.

New language, with respect to the 2017-2020 CA

New language, with respect to the previous pass of each party

New language, with respect to the previous pass of each party AND the 2017-2020 CA

~~Language that has been removed, with respect to the 2017-2020 CA~~

~~Language that has been removed, with respect to the previous pass of each party~~

5.03.1 Employment Equity Committee

- (a) 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. which will consist of at least three representatives of each party, including the Vice President of Equity, People, and Culture; the Equity, Diversity and Inclusion Officer; and the Equity Officer of CUPE 3903. A representative of each party shall be designated as joint Chair and the two persons so designated shall alternate in the Chair. Preference will be given to members from each of the designated Equity Groups as identified in Article 5.03.3. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee.
- (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) 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.
- (d) All data should be provided to the Employment Equity Committee for all hiring units, regardless of the number of bargaining unit members. This data is to be handled with careful consideration of privacy and confidentiality by both Parties in accordance with relevant privacy statutes.

- (e) By no later than April 1 of each year, the Parties will review and make recommendations to the Employment Equity Committee with respect to the Employment Equity Plan. ~~This plan will address~~ The Employment Equity 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 Federal Contractor Program Equity Groups, as well as 2SLGBTQIA+ people. Fair representation will be taken to mean achieving and maintaining a workforce that is representative of the population of the Federal Contractor Program Equity Groups (defined below), as well as 2SLGBTQIA+ people in the Greater Toronto Area or Canada as a whole, whichever is proportionately higher.

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), Indigenous peoples (Aboriginal peoples), and persons with disabilities; and
- (ii) 2SLGBTQIA+

Note: While not a designated group under the Federal Contractors Program, the parties recognize and wish to remove any employment barriers and barriers ~~The Parties have defined 2SLGBTQIA+ as an Equity Group under the collective agreement and wish to remove any employment barriers and barriers to fair representation for employees who self-identify as 2SLGBTQIA+. The implementation of 2SLGBTQIA+ identified employees as the fifth Employment Equity group as an Equity Group within the Collective Agreement will be done so as not to not interfere with the Employer’s Federal Contractor Program obligations.~~

- (b) Intersectionality

Intersectionality is a way of acknowledging that there are multiple interlocking systems of power and oppression on the basis of race, gender, sexual identification, class, disability, etc. Most people are in multiple social categories, and have lived experiences of multiple forms of oppression. Intersectional analysis allows us to understand variations in the experience of inequality and privilege. An intersectional approach requires the Employer and the Union to adopt a nuanced approach to workplace equity. In recognition of the principles of seniority and incumbency, the Employer shall prioritize equity from an intersectional perspective for the appointment or selection procedures, or programs outlined throughout the Collective Agreement. That means in addition to adhering to seniority and incumbency, the Employer has to prioritize applicants who have been historically marginalized in employment, as set out below in Article 5.03.5 (a). This is consistent with the Ontario Human Rights Commission's approach that accounts for both people's multiple lived realities and the social context of discrimination.

(c) Externally Available Data

For the purposes of the Collective Agreement, Externally Available Data refers to:

- i. the most recent Statistics Canada data for Equity Groups (as defined by Article 5.03.3(a), by occupation for Canada as a whole and for the Greater Toronto Area,
- ii. the most recent Statistics Canada data for Equity Groups (as defined by Article 5.03.3(a) for Canada as a whole and for the Greater Toronto Area.

(d) 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 regular and comprehensive self-identification surveys of current employees and students, conducted by the Office of the Vice-President Equity, People and Culture on a regular basis and Applicant Self-Identification Data defined below in Article 5.03.3 (e).

(e) 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. ~~Effective on ratification of the renewal collective agreement, A provision for voluntary self-identification will be added to~~ is part of the Unit 2 blanket applications.

5.03.4 Data

- a) In order to make decisions that are supportive of the mandate set out at Article 5.03.1(b), the parties will rely on the following data:
 - i. Externally Available Data,

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

iii. Findings of regular surveys of all members of the bargaining units undertaken for the purposes of the Federal Contractors Program (FCP).

iv. Applicant Self-Identification Data

There are two types of surveys, regular and comprehensive. The first comprehensive surveys will be completed by March 1 of each year 2009. The regular surveys are done on a monthly basis for new hires. The content will include designated employment equity group voluntary self-identification. The Employer will provide the Union with an annual report of this data, updated as of November 1, by December 1 of each year.

- b) The Employer will provide both aggregated and disaggregated data from Article 5.03.4(a)ii and 5.03.4(a)iii to the Employment Equity Committee by December 1 of each year.
- c) The Employment Equity Committee may ask the Institute for Social Research to do for 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).
- d) The self-identification survey data and applicant self-identification data will be correlated with information about salaries, terminations and promotions for purposes of reporting to the Employment Equity Committee.
- e) Data will be used in conjunction with Externally Available Data to assess underrepresentation thresholds, as per Article 5.03.5 and shall be used to implement equity measures pertaining to the appointment or selection procedures or programs outlined throughout the Collective Agreement.
- f) 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.
- g) Where issues of interpretation, data or process arise during implementation, the parties will review these at the Employment Equity Committee.

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 in the Externally Available Data for Canada as a whole, underrepresentation shall be understood to mean fewer bargaining unit members who identify as belonging to one or more of the Equity Groups (as defined by Article 5.03.3(a)) and fewer than the available data for the Greater Toronto Area reports Externally Available Data for the Greater Toronto Area. The parties understand the Federal Contracts Program Equity Data shall establish the minimum threshold for representation, and the External Data for the Greater Toronto Area and Canada as a whole shall establish the target goals for representation, whichever is greater.

Informed by this understanding of underrepresentation:

i. The representation thresholds for the Equity groups in Canada as a whole as of March 1, 2021 are as follows:

- a. Women: 50.4%
- b. Racialized people (Visible Minorities): 22.3%
- c. Indigenous Peoples (Aboriginal Peoples): 4.9%
- d. People with disabilities: 22%
- e. 2SLGBTQIA+ (Homosexual and Bisexual) : 3% (from Canadian Community Health Survey, 2014)

ii. The representation thresholds for the FCP Equity Groups current as of March 1, 2021 are as follows:

- a. Women: 44%
- b. Racialized People (Visible Minorities): 30%
- c. Indigenous Peoples (Aboriginal Persons): 1.4%
- d. People with disabilities:%

iii. The representation thresholds for the equity groups in Greater Toronto Area and Ontario as of March 1, 2021 are as follows:

- a. Women: 52%
- b. Racialized people (Visible Minorities): 52%
- c. Indigenous Peoples (Aboriginal Peoples): 1%
- d. People with disabilities: 24.3% (15.5% in Ontario)
- e. 2SLGBTQIA+: 4-5%

5.03.6 Intersectional Application of Underrepresentation Thresholds

For the ~~2017-2020~~ **2020-2023** Collective Agreement the following minimum thresholds will be used when applying intersectional equity data as triggered by Article 12.04:

- 1) Where there are fewer than 44% **65% of** members in the **hiring unit** doing bargaining unit work **who** identify as members of one of the five Employment Equity groups ~~women and/or and/or~~ where there are fewer than **50% of the 65% threshold** ~~30% members~~ in the hiring unit who identify as racialized people (visible minorities), then an applicant **who** self-identifies as a racialized woman **(with priority being given to Black and Indigenous women)** will be appointed.
- 2) If there are no racialized women applicants (with priority being given to Black and Indigenous women), then a BIPOC **applicant** (with priority given to Black and Indigenous people) ~~from the more underrepresented group~~ will be appointed;
- 3) If there are no **applicants** under (1) and (2) then **an applicant** from the more underrepresented group will be appointed, **as per Article 5.03.5(a).**
- 4) If there are no **applicants** under (1) and (2) or if the hiring unit has met both thresholds in (1), then **an applicant who** self-identifies as an ~~Indigenous (Aboriginal) person and/or~~ a person with a disability will be hired.
- 5) If there are no **applicants** from the under-represented groups, or if the hiring unit has met the threshold under (1), then **an applicant who** self-identifies as ~~LGBTQ~~ **2SLGBTQIA+** will be hired.
- 6) 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.
- 7) Where issues of interpretation, data or process arise during implementation, the parties will review these at the Employment Equity Committee.