The following proposal at Article 5 is applicable to the Units 1, 2 & 3 collective agreements and will form part of the Employer’s Schedule “C” which states:

**Schedule “C” to Memorandum of Settlement for A Renewal Collective Agreement**

**Other Proposals**

Agreement to all proposals in this Comprehensive Framework, including Schedules “A” and “B”, is subject to agreement to all items that **will be** contained in Schedule “C”.

**ARTICLE 5 – LABOUR/MANAGEMENT COMMITTEES – Employer Counter Proposal February 21, 2024.**

**Language Agreed to and signed off by the parties Feb 06, 2024.**

* 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 ~~three~~ 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 ~~three~~ five representatives prior to the first Labour/Management committee meeting of the contract year.
  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 Coco-Chair may call meetings on at least two weeks’ notice to the other members of the Committee.
  3. As appropriate, the parties may invite the union and employer representatives on the Security Advisory Council to attend a Labour/Management Committee meeting to address any security issues on the agenda. ~~In addition to each party’s three representatives, either party may have other persons who are regularly engaged in labour management activity attend the meeting with advance notice to the other party.~~ 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.

…

**5.0.3.4 Use and Reporting of Data – Employer Proposal – Feb 02, 2024**

(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) and (c)~~(a)(ii)~~. 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 5.04.4(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(d).

(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, Representation will be determined using the number of employees who have completed a self-identification survey or applicant self-identification form.

* + 1. **Underrepresentation**

1. 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.

1. 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.

**Letter of Understanding – Representation Thresholds – New Employer Counter Proposal – February 21, 2024**

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**.** The parties willrely on the updated External Availability Data for the representation thresholds set out in Article 5.03.5 for subsequent appointment exercises. For clarity, the EEC may have regard to the updated External Availability Data as it determines appropriate to fulfilling its mandate in Article 5.03.1.