

EMPLOYMENT EQUITY COORDINATING COMMITTEE

TERMS OF REFERENCE

1. Introduction

- 1.1 In 1995, the Employer and the Employee Groups of the University of Windsor agreed to establish an Employment Equity Coordinating Committee (hereafter called the “Committee”). The Employer and Employee Groups carry out their joint Committee responsibilities in good faith, separately from the normal collective bargaining process.
- 1.2 The Committee will work to ensure fair, equitable and barrier-free employment practices in accordance with the Employment Equity Act and its Regulations.

2. Mandate

- 2.1 Notwithstanding other determinations that may be made by the Committee under Section 27 of the General Regulations, the Committee shall:
 - (a) Inform all employees about the joint steps undertaken by the Committee.
 - (b) Review workforce survey in accordance with the Act and its Regulations.
 - (c) Review and provide input on all employment policies and practices, written or unwritten, that are employer wide and do not infringe on individual collective agreements.
 - (d) Ensure a coherent, coordinated approach to employment equity throughout the University Community.
 - (e) Perform all other joint responsibilities as may be agreed to by the Committee.

3. Composition of the Coordinating Committee

- 3.1 The Committee shall have one representative plus one alternate from each Employee Group.

The Employee Groups represented on the Committee are:

- C.A.W. Local 195 Campus Police
- C.A.W. Local 2458 Engineers
- C.A.W. Local 2458 Full-Time Clerical & Secretarial
- C.A.W. Local 2458 Part-Time Clerical & Secretarial
- C.U.P.E. Local 1001
- C.U.P.E. Local 1393 Skilled Trades & Technicians
- C.U.P.E. Local 4580 Graduate Assistants & Teaching Assistants
- Windsor University Faculty Association (WUFA)
- Non-Union

- 3.2 The Committee shall have Employer representatives no greater than an equal number to the Employee Group representatives.

The Employer representatives will include an appointee who exercises managerial functions from the following:

- An Academic Unit (Dean or Associate Dean)
- An Administrative Unit
- Department of Human Resources
- Faculty Relations
- Leddy Library
- Legal Services
- Student Affairs
- Any other Administrative Unit

- 3.3 The Committee may additionally include an appointee from each of the following:

- SWDEAC (Status of Women Diversity and Equity Committee)
- Windsor University Retiree Association (WURA)
- A Member(s) at Large from any administrative unit

- 3.4 The Director and the Equity & Human Rights Manager of the Office of Human Rights, Equity & Accessibility (OHREA) and the Chief Human Resources Officer (CHRO) shall serve as voting Ex-Officio members.

- 3.5 Members of the Committee and alternates shall receive education and training in the requirements of the Act and on such basis as the Committee deems appropriate.
- 3.5.1 The Committee will have one Chair (the CHRO) and two Vice-Chairs (one Employer and one Employee Group member). The Vice-Chairs will rotate annually within each group. The two Vice-Chairs will alternate chairing meetings where the Chair is absent.
- 3.6 A quorum is fifty per cent plus one (50% + 1) of the Committee members, as long as there is at least one member from Employer members, Employee Group members, and Ex-Officio members present.
- 3.7 Alternate Committee members may attend meetings of the Committee with the appointed Committee member, but will not participate in the Committee's decision making except in the absence of the appointed Committee members.
- 3.8 The Committee, the Employer or an Employee Group, may invite resource staff to participate in Committee meetings, as required by the agenda. These resource staff will not be entitled to vote.

4. Compensation of the Coordinating Committee Members

- 4.1 Time spent by the Employee Group representative shall be considered as time worked at the applicable rate of pay.
- 4.2 An employee who is representing a bargaining unit is entitled to spend whatever time during the regular work day away from his or her regular work that the employer and the bargaining unit agree is necessary to:
 - (a) Attend meetings between the employer and the bargaining agent concerning their joint responsibilities;
 - (b) Prepare for any of these meetings; and
 - (c) Carry out duties arising from any of those meetings.
- 4.3 Time that an employee of the employer spends on these activities is deemed to be work time for which the employee shall be paid at the regular or premium

rate, as is appropriate.

- 4.4 These members shall continue to have all rights and privileges of the collective agreement, including access to the grievance procedure, promotional opportunities and salary increments to which the employee would normally be entitled.
- 4.5 Committee members or their appointed alternate shall be granted leave of absence with full compensation and without loss of service and seniority for periods of time spent to attend training and education sessions.

5. Structure and Operation of the Coordinating Committee

- 5.1 The Committee shall meet quarterly: October, December, February and May.
- 5.2 Secretary to the Committee: The Office of Human Rights, Equity & Accessibility (OHREA) will arrange for a secretary to be present at each meeting to take minutes. These will be the official minutes of the meetings. The secretary shall not be a member of the Committee.
- 5.3 Meetings will start and end at a pre-scheduled time, unless otherwise agreed by consensus.

6. Agendas

- 6.1 Except in unusual circumstances, agenda items and supporting documentation should be forwarded to OHREA, who has the responsibility for preparing the agenda, no later than seven (7) calendar days prior to the meetings. Materials must be forwarded to the committee four (4) working days prior to the meeting except in unusual circumstances. The Chair(s) may review and approve the agenda, and agree to allow agenda items which have been submitted after the deadline.

7. Decision Making of the Coordinating Committee

- 7.1 Decisions will be reached by consensus. Meetings and decision-making will be conducted in accordance with Robert's Rules of Order.

- 7.2 Further, Committee members have a duty to state their approval/disapproval of issues/reports etc. in a timely manner. As appropriate, telephone polling, written correspondence and/or email correspondence will suffice in receiving this information.
- 7.3 In the event that the Committee is unable to reach agreement on any matter including the mandate related to the interpretation, application or administration of the Employment Equity Act, the Chairperson(s) of the Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the committee. The advisors shall meet with the committee and attempt to assist in reaching a decision.
- 7.4 If, after meeting with the advisors, the Committee remains unable to agree upon the matter in dispute, the Chairperson(s) shall advise, in writing, the Unions and the Employer of this fact within five (5) working days.
- 7.5 All parties will act in good faith and agree to demonstrate their best effort to do so as soon as possible. If the Employer and the Employee Groups are unable to agree upon the matter in dispute, the matter shall be referred to the dispute mechanisms in the Employment Equity Act.

8. Mandate Review

The Mandate of the Committee shall be reviewed on an annual basis.

9. Provision of Information

Any information that the Committee deems appropriate shall be posted in each work site in accordance with the Regulations.