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Realizing Equity

The commitment to equity begins with the acknowledgment of inequity and demands a proactive approach to redress the effects of systemic discrimination. In the university environment, systemic discrimination has manifested itself in barriers to access, employment, inclusion, respect and acceptance. . . . Realizing equity is both an individual and a collective responsibility. Academic staff associations must take a leadership role in its realization by negotiating equity provisions in agreements respecting terms and conditions of employment.

CAUT Policy Statement on Equity (2002)

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Excellence in post-secondary institutions can only be sustained when we actively encourage social and intellectual diversity. Barriers which limit the participation of some individuals necessarily compromise the pursuit of excellence by ignoring the talents of numerous individuals able and willing to contribute to the academic enterprise. Barriers to participation must be removed, although this alone is often insufficient. Barriers can create a legacy of discrimination whose effects can linger unless more proactive measures are developed which effectively overcome systemic discrimination in the shortest possible time. There is a false perception that such measures might accord unfair advantage to some. In truth, proactive measures do the opposite by overcoming the legacy of unfair disadvantage hitherto experienced by many. The difficulty for the negotiator is to craft collective agreement language which strikes an appropriate balance between minimal intrusiveness in the collegial process on the one hand and effectiveness on the other.

General Proactive Statements

Collective agreements define the basic terms and conditions of work. Most agreements contain proscriptive clauses prohibiting, for example, discrimination and harassment. Collective agreements have as well an educative function and should make clear the commitment of the parties to create and protect a healthy, diverse, equitable and fair working environment for members. Article E.1 of the Trent agreement provides a good example of such a proactive statement:

> *Trent University endeavours at all times to provide a working and learning environment that is supportive of study, scholarship, teaching and research, and the fair treatment of all members of the university community, and that is fundamentally committed to the promotion of free inquiry and expression. . . . In pursuit of the university's objectives, Trent University recognizes the dignity and worth of every person and aims to create a climate of understanding and mutual respect.*[1]

Brock takes a similar approach to the creation of a "*Respectful Work and Learning Environment Policy;*" Clause 2 of Appendix B uses strong language to promote equity.

> *2. Brock University supports equity, diversity and the dignity of all people. The University promotes equality in our learning programs, services and employment and in the conduct of the University's affairs. The University recognizes the following:*
>
> *A richly diverse society in Ontario, as well as beyond;*
>
> *A duty to act in a manner consistent with existing legislation regarding human rights;*
>
> *A commitment to academic freedom and freedom of thought, inquiry, and expression among its members that may result in respectful disagreements regarding beliefs or principles.*[2]

A recent academic freedom arbitration award at York University demonstrates the advantage of using positive language which requires the parties to act proactively.[3]

Identifying Problems

Promoting equity faces a major information lacuna. As CAUT recently reported,

> *a complete and reliable picture of the status of equity-seeking groups in Canada's universities and colleges is not available. With the exception of gender, Statistics Canada collects virtually no national-level data on equity in the academy. While we know anecdotally that many equity-seeking groups remain seriously under-represented in Canadian colleges and universities, the lack of consistent and reliable data makes it very difficult to determine the full extent of this problem. This hampers the ability of policy-makers, administrators and academic staff associations to know the exact nature of the problem and to develop the most effective and appropriate tools to ensure equity.*[4]

Demographic information as well as information on employment practices and systems, however, can be gathered at the local level. The agreement should create an internal mechanism to ensure that equity solutions are evidence driven.

York, for example, addresses the problem through its Joint Committee on the Administration of the Agreement (JCOAA). The university's Equity Policy provides for the appointment of a Special Assistant to the President (Equity) who in turn sits as an ex officio member of the Joint Subcommittee on Employment Equity which meets regularly.[5] In addition the 2003-2006 agreement created a Task Force on Inclusivity with a mandate to "*make recommendations to the parties regarding inclusivity and diversity in the faculty, including, for example, recommendations on whether to undertake a Diversity Audit.*"

Queen's takes a similar approach: here there is a University Advisor on Equity who serves as a non-voting member of the "*Employment Equity Sub-Committee of the Joint Committee on the Administration of the Agreement (JCAA)*." In the Queen's case the University Advisor on Equity "*shall monitor the progress made in employment equity in the Bargaining Unit and report her/his findings annually to the Parties.*" The Employment Equity Sub-Committee "*shall review the report of the University Advisor on Equity and report any recommendations for improving employment equity to the Parties, the Council on Employment Equity and the Senate.*"[6]

The committees at York and Queen's are recommending, rather than decision-making, bodies. As Joint Committees, their recommendations carry considerable weight, yet recommendations are not binding on the employer. The Employment Equity Committee (EEC) at Ottawa has a somewhat stronger mandate. Article 17.1.6.2 provides that

> *There shall be a joint APUO-employer consultative committee on employment equity. Its opinion shall be sought on any contemplated employment equity measure and procedures which affect the APUO bargaining unit. The committee may also*

> *propose to APUO and the employer additional specific measures and procedures for achieving employment equity, and it shall examine in an ongoing fashion the implementation of any employment equity measures which affect the selection and hiring of bargaining unit members or which affect members of the bargaining unit directly.*[7]

Although still not a decision making body, the obligation to consult clearly shows that the parties intend to give the EEC significant weight. Moreover, the EEC is mandated to monitor implementation of equity policies which strengthens the Association's position should policy grievances prove necessary.

Historically gender equity emerged as a major concern relatively early. Although contained within a clause dealing exclusively with gender, the Ottawa language could apply equally well to other equity concerns. Associations need to review their language on gender equity and broaden its scope to ensure wider application.

Salary Discrimination and Anomalies

A persistent, on-going, injustice within the academy involves salaries. Salaries among academic staff members vary, and vary widely. As a result, associations must focus particular attention on individual salaries and develop the ways and means to correct any inequity found. The problem of salary variance is so widespread that salary anomaly processes and anomaly funds have become a permanent feature of many collective agreements.

Western Ontario was by no means the first, nor likely will it be the last, to mandate in its 2006-2010 collective agreement a Gender-based Salary Anomaly Study which is to

> *consider salary patterns for Members with Probationary and Tenured Appointments and for Members with Limited-Term Appointments using regression analysis where Annual Salary is the dependent variable. Independent variables may include, but need not be limited to: Gender, Highest Degree, Years Since Highest Degree, Years Since First Degree, Years Employed as a Faculty Member at The University of Western Ontario, Age, Rank, Years in Rank, Home Faculty, Department Average Salary.*

Article 13.39, meanwhile, provides for Gender-Based Anomalies Adjustments to be paid from the 2009-2010 Salary Anomaly Fund.[8]

The University of Northern British Columbia Faculty Association has made equity a permanent feature of its anomalies process. Article 49 creates an "anomaly process" for

> *a) Correcting anomalies in Members full-time salaries, taking into consideration salaries paid to Members at this University of comparable qualifications, experience and accomplishments; and*
>
> *b) Correcting employment equity anomalies.*[9]

Although special gender-based anomaly studies and gender-based anomaly funds are essential to correct past errors, this alone will never fully resolve the problem. There are a number of reasons for this. The salary anomaly problem goes well beyond gender. Anomaly funds are invariably limited and insufficient to address all existing anomalies. More importantly, we need to address the systemic problems in our salary systems which keep generating new anomalies. Agreements must ensure that compensation is an ongoing systemic concern; employment systems which create anomalies must be identified, analyzed and corrected.

Setting Diversity Goals

Promoting equity involves setting clear goals often made difficult because of the widespread antipathy to the notion of hiring or promotion quotas. No Canadian agreement tries to establish quotas. Instead agreements establish criteria to identify problems and then define a series of actions which must take place to promote equity. York, for example, establishes a 40% benchmark.

> *(i) In units where fewer than 40% of the tenure stream faculty/librarian positions are filled by women, when candidates' qualifications are substantially equal the candidate who is a member of a visible/racial minority, an aboriginal person or a person with a disability and female shall be recommended for appointment.*
>
> *(ii) If there is no candidate recommended from (i) above then when candidates" qualifications are substantially equal a candidate who is female or who is a male and a member of a visible/racial minority, an aboriginal person, or a person with a disability shall be recommended for appointment.*[10]

Ottawa uses a two-fold criteria:

> *A department shall normally be deemed to have an under-representation of women or under-representation of men if the proportion of women or men, as the case may be, among regular members of the department is less than 40 percent and, furthermore, that proportion is less than 5 percentage points above the proportion of women or men, as the case may be, in the labour market.*[11]

Memorial opts for labour market criteria as well, but goes beyond gender to address the concerns of other equity seeking groups. Article 29.16 states that

Under-representation of a target group exists when the proportion of ASMs [Academic Staff Member] in an Academic Unit from a given target group is less than the proportion of persons from that group in the total pool of persons who:

> *1. have graduated in Canada within the previous three (3) years from the degree program normally required for an appointment at this University in their discipline; and*
>
> *2. are Canadian citizens or permanent residents of Canada.*[12]

Because the Ph.D. remains an entry level requirement for a large majority of academic positions, a labour market measure rather than a population measure would seem to make sense. This could, however, prove counter productive to equity goals if it were to institutionalize systemic barriers which can exist at the graduate level. Although it goes beyond the collective agreement, associations must assume a professional responsibility to promote equity in their education programs as well as in their collective agreements. Ottawa, meanwhile, tries to counter the potential systemic discrimination at the graduate level by establishing a benchmark five percent above labour market availability defined by the proportion of Ph.D. graduates. Wilfrid Laurier sets a potentially higher standard: Article 22.2.3 provides that

> *(b) "Under-representation" by gender shall be deemed to exist when:*
>
> > *(i) the number of female faculty Members of an academic unit or sub-unit is two (2) standard deviations below the five-year running mean of the number of female doctoral candidates in the discipline (as reported by Statistics Canada).*
> >
> > *(ii) Librarian Members of one gender constitute a smaller proportion of the membership than exists in the pool of students (as reported by Statistics Canada) in graduate degree programs of librarianship in Canada.*

Article 22.2.3 provides a different standard for other equity-seeking groups:

> *(c) "Under-representation" of the other designated groups (i.e., aboriginal peoples, persons with disabilities, persons in a visible minority) shall be deemed to exist when:*
>
> > *(i) Faculty Members of one of these designated groups constitute a smaller proportion of the membership than exists in the national Canadian Accessibility Pool, as reported by Statistics Canada.*
> >
> > *(ii) Librarian Members of one of these designated groups constitute a smaller proportion of the membership than exists in the national Canadian Accessibility Pool, as reported by Statistics Canada.*[13]

Proactive Recruiting

Once a unit is found to have an "under-represented" group a number of equity measures can then kick in. Article 17.1.2.1 of the Ottawa agreement deals with advertising positions.

> *in departments deemed under-represented pursuant to 17.1.6.3, the dean shall ensure that the department distributes the advertisement where persons of the under-represented gender may have reasonable access to it and that the department take other appropriate measures such as contacting persons chairing relevant university departments in Canada, specifically requesting the names of possible*

> *candidates of the under-represented gender, and contacting organizations specifically representing the interests of persons of the under-represented gender within the profession or discipline, requesting the names of possible candidates of that gender.*[14]

All advertisements at Ottawa include the phrase "*Equity is a University policy;*" advertisements from departments deemed to have a gender under-represented must add an additional statement: "*The University strongly encourages applications from women (or men, as the case may be)*". Any number of other measures could be added to encourage applications from target groups.

Pro-active advertisements will have little effect if the agreement is silent on the hiring recommendation and decision. To re-enforce equity goals Article 26.5 of the Western Ontario agreement requires appointment committees to report on the search process when making recommendations to the dean. The report must include

> *a) the total number of applicants and the number with doctorates or other appropriate professional qualifications, the numbers of male and female applicants and, where known, the same information for applicants from the other designated groups;*
>
> *b) a ranked short-list which formally presents the qualifications of each candidate and the reasons for the ranking. The Committee shall review this report before recommending any formal offer of Appointment; and,*
>
> *c) where the information required in Clauses 5 a) and 5 b) of this Article is incomplete or otherwise problematic, the available information shall nevertheless be reported as fully as possible, with explanation. So as to improve the quality of this information, the Employer shall develop appropriate methods of collecting and reporting the information.*[15]

No matter how attractive the sentiment associations should avoid statements such as "*Consistent with principles of employment equity, the Parties agree that: (a) the primary criterion for appointment to positions to the School is academic and/or professional excellence.*"[16] Such statements will necessarily limit the impact of an equity statement such as "*When two candidates are demonstrably equal, and there is an unwarranted numerical gender imbalance in a department or library, the candidate of the under-represented gender shall be offered the position.*"[17] Realistically, candidates are never judged to be "equal" let alone "demonstrably equal." Rather than using the restrictive adjective "demonstrably," Lakehead substitutes "*substantially equal*" which has a very different meaning.[18] Article 24.3.3 of the Queen's agreement provides even stronger language: "*a candidate from the most under-represented of these groups who has been interviewed and fulfills the position requirements shall be offered the appointment unless there is a demonstrably superior candidate.*"[19] CAUT recommends the Queen's language as the minimum necessary to realize equity goals.

Career Decisions

Once hired, barriers to career progress may well remain; these too must be addressed if equity goals are to be achieved. Addressing equity concerns begins, as is so often the case, with a clear proactive statement on the intentions of the parties. Article 22.3.3 of the Wilfrid Laurier agreement provides a good example of such language.

> *Equity in Tenure and Promotion:*
> *The Parties recognize that there may be differences between the careers of men and women. These differences include but are not limited to the effects of primary responsibility for family care and related career interruptions, part-time education, and work history. The following measures shall be implemented to protect against forms of systemic discrimination which are a product of these career differences:*
>
> *(a) the University is committed to creating an environment where these differences in career histories and family responsibilities do not bias appointment decisions, the evaluation of candidates in peer review processes, University grants, merit awards, and salary adjustments. Where such barriers are proven to exist, the University, in consultation with the Association, shall eliminate such barriers to equal opportunity and career advancement.*
>
> *(b) an employment equity representative shall sit as a non-voting member of the Senate Promotion and Tenure Committee. This person shall be selected by agreement between the President and the President of the Association from a list of Members approved annually by the Joint Liaison Committee. This person shall act as a resource to the Committee on equity processes, procedures and issues, and shall submit an annual report to the President and the President of the Association with a copy to the chair of the Senate Promotion and Tenure Committee.*[20]

Implementing such provisions require, in the first instance, equity training for all those involved in the process.

Many agreements establish either an equity officer, an equity office, or an equity committee within the human resource department of the institution. B.5 of the Brock agreement requires its Office of Human Rights and Equity Services to "*Make training available for faculty, staff, students and volunteers, related to harassment and discrimination*;" and to "*Establish and implement awareness programs designed to enhance awareness of the Respectful Work and Learning Environment Policy and procedures relating to it*."[21] Article 22.6.1 of the Wilfrid Laurier agreement goes a little further:

> *Before October 15 of each academic year, the University, in consultation with the Association, shall provide an Employment Equity Workshop for chairs or designates of Appointment and Promotion Committees, and for Members who are designated to serve on Appointment and Promotion Committees or on the Senate Promotion and Tenure Committee under the provisions of this Article 22.*[22]

The Queen's agreement goes still further and requires that all members of appointment and personnel committees receive proper training.

> *24.2.1 Persons chosen to serve on Appointments Committees for Faculty, Librarian or Archivist positions, or on Personnel (Renewal/Reappointment, Tenure/Continuing Appointment and Promotion) Committees, may only carry out such functions after successfully completing a familiarization and training workshop which shall cover the principles, objectives, recent history, best practices, and rules and institutional expectations with respect to employment equity. The program of such workshops shall be agreed between the Parties, with advice from the University Advisor on Equity.*[23]

The Queen's language is preferred since it ensures that training is not only available but accessed by all individuals involved in peer assessment and career decisions.

Monitoring Decisions

Proper training will be effective only when the processes and procedures are transparent. This too is best accomplished through the collective agreement requirements that decisions be monitored and reported.

As noted above, many agreements create an equity officer or equity office which reviews employment systems, identifies problems and makes recommendations for remedial action. Associations need to ensure that such officers and/or offices also monitor compliance. In particular, individual career decisions should be monitored to ensure that they are consistent with the equity goals of the agreement. There are a number of ways to do this.

Article 22.3.3 of the Wilfrid Laurier agreement provides that "*an employment equity representative shall sit as a non-voting member of the Senate Promotion and Tenure Committee.*" This person, in turn, "*shall submit an annual report to the President and the President of the Association with a copy to the chair of the Senate Promotion and Tenure Committee*." The Queen's agreement goes further. We have already noted that at Queen's everyone serving on an appointment or personnel committee receives equity training. Article 24.2.2 then provides that

> *one (1) member of each such Committee shall be designated as the Equity Representative and shall have explicit responsibility for the Committee adhering to the rules and expected practices that assure equity, and for data collection and reporting per Article 24.4.*[24]

The University Advisor on Equity, in turn, "*shall monitor the progress made in employment equity in the Bargaining Unit and report her/his findings annually to the parties. The report of the University Advisor on Equity will document the progress made in meeting the goals of Article 24.1 and Article 9*."[25] Reports at both Wilfrid Laurier and Queen's, meanwhile, go "*to the Parties*," not just to the employer. It is critically important that the association have

this information so that the option of a policy grievance remains available to ensure progress toward its equity objectives.

Preventing Abuses: Discrimination and Harassment

To a considerable degree, discrimination and harassment in employment relations are subject to human rights legislation. In the aftermath of the Weber and Parry Sound decisions[26], violations of legislation including human rights legislation, are grievable. That said, collective agreements should include specific clauses prohibiting both: in Canada most agreements meet this standard. Article 21.3 of the Western Ontario agreement provides a good example of an anti-discrimination clause:

> *Except as permitted by law, there shall be no discrimination, interference, restriction or coercion exercised against or by any Member regarding any term or condition of employment, including but not limited to salary, rank, Appointment, Promotion, Tenure, reappointment, dismissal, termination of employment, layoff, Sabbatical or other Leaves or benefits, by reason of the grounds a) through h) listed below; nor shall any discrimination be exercised against or by Members in the course of carrying out their Academic Responsibilities, by reason of:*
>
> *a) race, color, ancestry, place of birth, ethnic or national origin, citizenship (except for new Appointments as provided for by law); or*
>
> *b) creed, religious or political affiliation or belief or practice; or*
>
> *c) sex, sexual orientation, physical attributes, marital status, or family relationship; or*
>
> *d) age; or*
>
> *e) physical or mental illness or disability (provided that such condition does not interfere with the ability to carry out the Member's Academic Responsibilities; but this exception shall not relieve the Employer from its duty to accommodate in accordance with the Human Rights Code, R.S.O. 1990, c. H.19 or other applicable legislation); or*
>
> *f) place of residence (except where the place of residence would interfere with the carrying out of any part of the Member's Academic Responsibilities); or*
>
> *g) record of offences (except where such record is relevant to the Member's Academic Responsibilities); or*
>
> *h) membership or participation in the Association.*[27]

Negotiators must remember that such lists in collective agreements can have the effect of limiting the general application to only those items specifically mentioned. Associations must ensure that their articles prevent discrimination or harassment on grounds other than human rights legislation. The Western Ontario agreement, for example, adds three paragraphs – (f) through (h) – which go beyond human rights legislation. For the same reason associations should ensure that the words "include but are not limited to" preface any list of prohibited grounds for discrimination or any list of examples of harassing behaviours.[28]

Some agreements combine the discrimination and harassment statements in a single rather than separate clauses. This is not recommended as it risks generating confusion if the two are understood to be equivalent. Many members, meanwhile, understand "harassment" in its ordinary dictionary sense of "to annoy persistently" while "to discriminate" can simply mean to distinguish or discern differences. In labour law harassment and discrimination have both different and more specific meanings.

Discrimination in labour law speaks to fairness and natural justice; an employer cannot treat individuals differently without a valid labour market reason. As Brown and Beatty observe, "*the principle that similar cases must receive similar treatment is a universal precept of fairness and justice that has always been recognized in arbitration law.*"[29] Harassment in employment law speaks to a particular form of abuse of power characterized by behaviour which demeans, belittles, threatens or harms others. Collective agreements, meanwhile, have an educative as well as a proscriptive function. With this in mind some associations, in addition to general clauses prohibiting discrimination and harassment, add clauses defining these terms. Article B.1 of the Brock agreement, for example, states that discrimination "*means differential treatment of an individual or group which is based on a personal characteristic (such as gender, race, creed, disability, and/or sexual or gender orientation) of that individual or group, and which has an adverse impact on them.*"[30] Article 2.1 of the Lakehead agreement, meanwhile, defines harassment

> *as a course of comments or conduct consisting of words or actions that disparage or humiliate a person in relation to a prohibited ground contained in the [Ontario Human Rights] Code. It can include comments or conduct by a person in a position of authority that is intimidating, threatening or abusive and may be accompanied by direct or implied threats to the individual's grade(s), status or job. Harassment can also occur between people of similar authority.*

The inclusion of the words "disparage or humiliate" and "intimidating, threatening or abusive" remove any ambiguity surrounding the labour law meaning of the prohibition against harassment. As with a number of agreements, Lakehead also provides examples of harassing behaviour:

> *harassment include gestures, remarks, jokes, taunting, innuendo, display of offensive materials, threats, imposition of academic penalties, hazing, stalking, shunning or exclusion related to the prohibited grounds. Further examples of*

> *sexual harassment include unwanted physical contact, unwanted attention, invitations, leering, solicitation, demands, implied or express promise of reward or benefit in return for sexual favours, implied or express threat or act of reprisal if sexual favours are denied.*[31]

The Lakehead agreement, like many others, explicitly refers to human rights legislation, although, arguably, this is not necessary as the legislation applies and is grievable. Moreover, a reference to legislation could have the effect of limiting the prohibition to only human rights grounds.

Conclusion

Although much has been accomplished, equity remains an elusive goal. Good collective agreements ensure fair and equitable treatment for all our members. Only by negotiating strong pro-active equity language can we realize our equity ideals and commitments. This Bargaining Advisory provides examples of strong language which has already been incorporated in some agreements. These examples can guide us as we continue to pursue our equity agenda through collective bargaining.■

Endnotes

1. The Collective Agreement between the Board of Governors on Behalf of Trent University and the Trent University Faculty Association, (July 1, 2005 - June 30, 2008).

2. Collective Agreement between Brock University and the Brock University Faculty Association (BUFA), (July 1, 2006 to June 30, 2008). Hereafter BUFA. Clause 3 states that the "*University opposes behaviour that is likely to undermine the dignity, self-esteem or productivity of any of its members*" while Clause 4 requires the university to "*act promptly and efficiently to deal with these [harassment and discrimination] behaviours.*"

3. As Arbitrator Russell Goodfellow observed, "Article 10.01 [of the York agreement] requires the University not only to not give offense to the concept of academic freedom but to *uphold, protect and promote it*." [emphasis added] In the Matter of an Arbitration between York University and York University Faculty Association, and in the matter of a grievance dated November 29, 2004 of David Noble. Russell Goodfellow, Sole Arbitrator. September 26, 2007. p. 19.

4. CAUT, "*Equity Review: A Partial Picture: The representation of equity-seeking groups in Canada's universities and colleges,*" No. 1, November 2007.

5. Article 7.08, Collective Agreement between The York University Faculty Association and The Board of Governors of York University, (1 May 2003 to 30 April 2006). Hereafter YUFA. The Task Force is a subcommittee of the JCOAA.

6. Articles 24.4.4 and 24.4.5, This Collective Agreement between Queen's University Faculty Association (hereinafter called the Association) and Queen's University at Kingston (hereinafter called the University), (7 MAY 2005 TO 30 APRIL 2008). Hereafter QUFA.

7. Collective agreement between the University of Ottawa and the Association of Professors of the University of Ottawa, (1 May 2004 to 30 April 2008). Hereafter APUO.

8. Letter of Understanding H and Article 13.39, Faculty Collective Agreement between The University of Western Ontario and The University of Western Ontario Faculty Association, (July 1, 2006 - June 30, 2010). Hereafter UWOFA.

9. Faculty Agreement Between the Board of Governors, University of Northern British Columbia and The University of Northern British Columbia Faculty Association for the period July 1, 2006 to June 30, 2010. Hereafter UNBCFA.

10. Article 12.21 (a), YUFA. This article provides as well that "*No candidate shall be recommended who does not meet the criteria for the appointment in question.*" and that "*Candidates are substantially equal unless one candidate can be demonstrated to be superior.*"

11. Article 17.1.6.3, APUO.

12. Collective Agreement between Memorial University of Newfoundland and Memorial University of

Newfoundland Faculty Association, (July 25, 2003 - August 31, 2005). This information is available from Stats Canada; the Survey of Earned Doctorates can be viewed at http://www.statcan.ca/english/sdds/instrument/3126_Q1_V3_E.pdf.

13. Agreement between Wilfrid Laurier University and Wilfrid Laurier University Faculty Association for Full-time Faculty and Professional Librarians, (July 1, 2005 to June 30, 2008). Hereafter WLUFA.

14. APUO.

15. UWOFA.

16. Article 1.9 "Employment Equity" 1.2 (a), Collective Agreement Between Northern Ontario School of Medicine Faculty Association and Board of Directors of the Northern Ontario School of Medicine, (July 1, 2006 TO June30, 2008).

17. Article 18.A.7, Collective Agreement between the University of Manitoba and the University of Manitoba Faculty Association, (April 1, 2004 - March 31, 2007).

18. Schedules, Employment Equity, Faculty, 1, Collective Agreement between Board of Governors of Lakehead University and Lakehead University Faculty Association, (July 1, 2006 to June 30, 2008). Hereafter LUFA.

19. QUFA.

20. WLUFA.

21. BUFA.

22. WLUFA. In addition 23.2.1. (c) requires that " *. . . the chair or designate of the Department (or equivalent) Appointment and Promotion Committee shall participate in the Employment Equity Workshop under 22.6.1*."

23. QUFA.

24. QUFA.

25. Article 24.4.5, QUFA.

26. See *Weber v. Ontario Hydro*, [1995] 2 S.C.R. 929, and *Parry Sound (District) Social Services Administration Board v. OPSEU, Local 324*, 2003 SCC 42, [2003] 2 S.C.R. 157.

27. UWOFA.

28. See for example Article 2.09 (g), UNBCFA.

29. D. J. M. Brown and D. M. Beatty, *Canadian Labour Arbitration*, Fourth Edition, Vol. 1, Commentary and Current Notes, (Aurora, Ontario: December 2006), p.-156.

30. Article B. 1, BUFA.

31. Article 2.1, LUFA.


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