

ARTICLE 4 - DISCRIMINATION

4.01 Employer Shall Not Discriminate

The Employer, its servants and agents, agree that there be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of their membership in a labour union or by any other reason as outlined in the Human Rights Act.

4.02 Harassment

a) Sexual Harassment

Definition: Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, or workplace relationships or endangers an employee's employment status or potential.

Sexual harassment shall include, but not be limited to:

- i) unnecessary touching or patting;
- ii) suggestive remarks or other verbal abuse;
- iii) leering at a person's body;
- iv) demands of sexual favours;
- v) compromising invitations;
- vi) physical assault.

b) Personal Harassment

Definition: Personal harassment by either the employees, students or Employer representatives shall be defined as: repeated, intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual or to cause personal humiliation.

- c) All personnel have the right to work in a harassment-free work place.
- d) The Employer agrees to develop, jointly with the Union, a policy against harassment and make all management personnel and employees aware

that violations of the policy shall be subject to disciplinary action. The Employer also agrees to include the subject of harassment in staff or management training sessions.

- e) The first process utilized shall be as enumerated in j) 3 below.
- f) Cases of harassment shall be considered as discrimination and shall be eligible to be processed as grievances.
- g) Where the alleged harasser is the person who would normally deal with the first step of such grievance, the grievance will automatically be sent forward to the next step.
- h) No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the Grievance or Arbitration process.
- i) The Employer recognizes the principle that it is the Employer's responsibility to maintain a discrimination-free workplace.
- j) Procedures for Reporting, Investigating and Remedy to Maintain Confidentiality
 - 1. The commencement of these procedures will not prejudice an employee's right to access other remedies. Any time frames under the grievance procedures in an applicable contract will be held in abeyance, as required, if this procedure is followed.
 - 2. Employees who consider that they may have been subjected to harassment may verbally or in writing bring the complaint to the attention of the Union President who will speak directly to the Superintendent of Schools/Secretary Treasurer for assistance and further information or to another management representative who is not involved in the situation.
 - 3. The Superintendent of Schools/Secretary Treasurer or designate may conduct the investigation or immediately appoint an investigator; however, if either party requests, will immediately appoint an outside investigator. Such investigator will be mutually agreed upon. The investigator shall, within three (3) working days, or as soon as practical after receipt of the complaint:

- i) confirm receipt of the complaint with the complainant;
- ii) notify the alleged harasser of the complaint and provide a copy of the Policy and Procedures;
- iii) any notifications required by the Collective Agreement will also occur at this time.

The costs of the investigation will be borne by the party requesting the investigation.

4. The investigator will conduct interviews with relevant parties to obtain information and clarify details of the complaint. Both parties will have an opportunity to identify witnesses or others to be interviewed. All interviews will be conducted in a confidential manner that respects the nature of the work environment.
5. In conducting the investigation, the investigator may request the assistance of other staff or outside legal or expert professionals, as is considered necessary.
6. At any time during the course of the investigation, the parties may reach resolution of settlement of the matter, in which case the investigator may propose that the investigation be discontinued. This may involve the use of mediation with the agreement of both parties. This agreement, if reached, shall be in writing and be signed by both parties.
7. The following may be forms of action:
 - i) education and training of an employee or group of employees;
 - ii) review and modification of related policies, procedures and/or practices in the workplace;
 - iii) monitoring the behaviour of an employee or group of employees;
 - iv) transfers, reassignments, changes in shifts or other changes in the workplace;
 - v) disciplinary action up to and including dismissal;
 - vi) other strategies designed to eliminate and/or prevent harassment.

Where changes in the workplace are made necessary by demonstrated harassment, the burden of those changes shall be borne by the harasser.