

1.5 Human Rights Code

* AGREED TO ADD "CANADA" TO
"PRESIDENT OF MAXIMUS" IN ALL
INSTANCES.

The parties hereto subscribe to the principles of the Human Rights Code of British Columbia.

In accordance with Clause 7.5, the parties will continue to review methods of extending knowledge of the Human Rights Code within the Employer's organization and for extending knowledge relating to the Human Rights Code to all employees.

The Employer, in cooperation with the Union, will promote a work environment that is free from discrimination where all employees are treated with respect and dignity.

Discrimination relates to any of the prohibited grounds contained in the BC Human Rights Code. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Employees have the right to employment without discrimination because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, political beliefs, and criminal or summary offence unrelated to their employment.

Discrimination does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against discrimination extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This clause does not preclude an employee from filing a complaint under Section 13 of the BC Human Rights Code, however, an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination must choose to direct a complaint to either the BC Council of Human Rights or to the process specified in Clause 1.6. In either event a complaint of discrimination, if included as an element of a grievance, shall not be pursued through the process identified in Clause 1.6.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8—Grievances.

1.6 Sexual Harassment

The Employer, in cooperation with the Union, will promote a work environment that is free from sexual harassment where all employees are treated with respect and dignity.

Sexual harassment is one form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Sexual harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This clause does not preclude an employee from filing a complaint under Section 13 of the BC Human Rights Code, however, an employee shall not be entitled to duplication of process. An employee making a complaint of sexual harassment must choose to direct a complaint to either the BC Council of Human Rights or to the process specified in Clause 1.6. In either event a complaint of sexual harassment, if included as an element of a grievance shall not be pursued through the process identified in Clause 1.6.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8—Grievances.

Examples of sexual harassment include but are not limited to:

- a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- sexual advances with actual or implied work related consequences;
- unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;
- verbal abuse, intimidation, or threats of a sexual nature;
- leering, staring or making sexual gestures;
- display of pornographic or other sexual materials;
- offensive pictures, graffiti, cartoons or sayings;
- unwanted physical contact such as touching, patting, pinching, hugging;
- physical assault of a sexual nature.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

1.7 Discrimination and Sexual Harassment Complaint Procedures

(a) All persons involved in the handling of a discrimination or sexual harassment complaint under Clause 1.5 or 1.6 shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the Union and the Employer will be made aware of all or part of the proceedings on a "need to know" basis.

(b) Before proceeding to the formal complaint mechanism an employee who believes they have a complaint of harassment or discrimination may approach their supervisory personnel, union steward, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

(c) If the matter is not resolved to the employee's satisfaction, then the employee will approach the first excluded level of management not involved in the matter, for assistance in resolving the issue within one year of the alleged occurrence. The manager will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee. The manager will discuss the proposed resolution with the employee. The employee may have a union representative present during these discussions. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor.

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(d) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the President of Maximus or their designate within 30 days of receiving the manager's response or when the response was due.

A written complaint shall specify the details of the allegation(s) including:

- name, title and ministry of the respondent;
- a description of the action(s), conduct, events or circumstances involved in the complaint;
- the specific remedy sought to satisfy the complaint;
- date(s) of incidents;
- name(s) of witnesses (if any);
- prior attempts to resolve (if any).

(e) The President of Maximus or their designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the proposed resolution within 30 days of providing notice to the President of Maximus or their designate or such later date as may be mutually agreed by the Employer and the Union. *Canada.*

(f) Where the matter is not resolved pursuant to (e), the Union may refer the matter to the Panel referred to in Article 1.8.

(g) Any action taken by the Employer, including discipline, which is consistent with the findings of fact of the Adjudicator shall be considered by all parties to be determinative of the complaint and shall not form the basis of a grievance.

(h) If the Adjudicator determines that discrimination and/or harassment has occurred, the Employer must document the personnel file of the respondent accordingly.

(i) Pending the determination of the complaint, the President of Maximus or their designate may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.

(j) The complainant will not be relocated without their agreement.

1.8 Bullying Between Peers and Misuse of Managerial/Supervisory Authority

The parties recognize the right of employees to work in an environment free from bullying and misuse of managerial/supervisory authority. The parties agree there is a need to take responsible action to prevent bullying and misuse of managerial/supervisory authority and whenever they become aware of such behaviour, put a stop to it.

For the purposes of this clause, "bullying between peers" refers to:

- vexatious behaviour by a person with no managerial or supervisory authority over the complainant, including but not limited to repeated hostile conduct, comments, actions, or gestures, that affects an employee's dignity and that results in a harmful work environment; or
 - a single incident by a person with no managerial or supervisory authority over the complainant that has a lasting harmful effect on the complainant.
- [Handwritten signature]*

For the purposes of this article, misuse of managerial/supervisory authority refers to a person with managerial or supervisory authority over the complainant exercising that authority in a manner which serves no legitimate work purpose which a reasonable person would consider inappropriate.

Misuse of managerial/supervisory authority does not include the good faith exercise of the Employer's managerial/supervisory rights and responsibilities, nor does it include a single incident of a minor nature where the harm, by any objective standard is minimal.

This clause is not intended to supplant or replace the procedures at Clauses 1.5, 1.6, and 1.7 of the agreement for dealing with complaints alleging discrimination under the Human Rights Code or sexual harassment.

Where the allegation is based on a matter for which another dispute resolution mechanism exists, then this process shall not be utilized.

If an employee does not present a complaint within the prescribed time limits, or if the President of the Union or their designate does not present a complaint to the next higher level within the prescribed time limits, the complaint will be deemed to have been abandoned.

Process for Review and Investigation

An employee may approach their supervisor, or the first level of excluded manager not involved in the complaint, for assistance in resolving the issue informally within 30 days of the alleged occurrence. The employee is encouraged to seek union support.

If the supervisor or first level of excluded manager fails to resolve the issue to the satisfaction of the employee within 15 days of notification, the employee may make a written complaint to the supervisor or first level of excluded manager.

The written complaint must be filed within 45 days of the alleged occurrence. This complaint will be provided to the respondent, and will include the following information:

- the name(s) of the people involved;
- the specific actions alleged to constitute bullying between peers or misuse of managerial/supervisory authority;
- the dates of these specific actions;
- names of witnesses;
- an explanation of why the actions complained of constitute bullying between peers or misuse of managerial/supervisory authority;
- an outline of the steps which have been taken to resolve the matter; and,
- the remedy sought.

The supervisor/manager will review the written complaint and determine next steps which will be communicated to the employee within 14 days. During this period, the supervisor/manager may take steps to informally resolve the complaint (e.g. Conflict Resolution or Mediation). During the 14 day review, and where appropriate, the supervisor/manager may refer the matter for investigation which will be completed without unreasonable delay and the findings of the investigation and the Employer's response will be reported to the complainant and respondent. The Employer agrees to provide regular updates to the Union at least every 30 days.

Referral to Panel

The Panel will consist of a union designate, an employer designate and an agreed to arbitrator.

If the response is not acceptable to the complainant or respondent, the Union may refer the matter, in writing, to the Panel within 30 days of receipt of the Employer's response.

The Panel will review the complaint and the Employer's response. The Panel may make a decision based on these documents and, if it determines that there is no basis for a complaint or if there are insufficient particulars, may dismiss the complaint.

Where the Panel determines there is sufficient reason to conduct a mediation/arbitration hearing, the Panel shall hear and determine any dispute between the parties over the interpretation, application, or alleged violation of this clause.

Hearings shall be conducted in an expedited, non-precedential basis so as to give those involved a fair hearing. The Panel may admit any evidence deemed necessary or appropriate. The Panel will determine its own process and may:

- (1) make findings of fact;
- (2) decide if, on the facts, bullying between peers or misuse of managerial/supervisory authority has occurred;
- (3) attempt to mediate a resolve;
- (4) dismiss the complaint.

The decision of the Panel shall be final and binding and consistent with the terms of the collective agreement.

The Panel shall be seized of any grievances filed which pertain to a complaint filed under this clause.

Pending the determination of the complaint, the President of Maximus or their designate may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken will not be deemed disciplinary in nature or seen as evidence of the validity of the complaint.

1.9 — Human Rights Code

~~The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.~~

~~In accordance with Clause 7.5, the parties will continue to review methods of extending knowledge of the *Human Rights Code* within MAXIMUS and for extending knowledge relating to the *Human Rights Code* to all employees.~~

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Protection against discrimination extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This clause does not preclude an employee from filing a complaint under Section 13 of the BC Human Rights Code, however, an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination must choose to direct a complaint to either the Human Rights Tribunal or to the process specified in Clause 1.7. In either event a complaint of discrimination, if included as an element of a grievance, shall not be pursued through the process identified in Clause 1.7.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8—Grievances.

1.10 Sexual Harassment

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Sexual harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

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This clause does not preclude an employee from filing a complaint under Section 13 of the BC Human Rights Code, however, an employee shall not be entitled to duplication of process. An employee making a complaint of sexual harassment must choose to direct a complaint to either the BC Human Rights Tribunal or to the process specified in Clause 1.7. In either event a complaint of sexual harassment, if included as an element of a grievance shall not be pursued through the process identified in Clause 1.7.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8—Grievances.

Examples of sexual harassment include but are not limited to:

- a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- sexual advances with actual or implied work related consequences;

- ~~unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;~~
- ~~verbal abuse, intimidation, or threats of a sexual nature;~~
- ~~leering, staring or making sexual gestures;~~
- ~~display of pornographic or other sexual materials;~~
- ~~offensive pictures, graffiti, cartoons or sayings;~~
- ~~unwanted physical contact such as touching, patting, pinching, hugging;~~
- ~~physical assault of a sexual nature.~~

~~This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.~~

~~1.11 Discrimination, and Sexual Harassment Complaint Procedures~~

- (a) ~~All persons involved in the handling of a discrimination, or sexual harassment complaint under Clause 1.7 or 1.8 shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the constituent group(s) and the Employer will be made aware of all or part of the proceedings on a "need to know" basis.~~
- (b) ~~Before proceeding to the formal complaint mechanism an employee who believes he or she has a complaint of harassment or discrimination may approach their supervisory personnel, union steward, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.~~
- (c) ~~If the matter is not resolved to the employee's satisfaction, then the employee will approach the first excluded level of management not involved in the matter, for assistance in resolving the issue within six months of the alleged occurrence. The manager will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee. The manager will discuss the proposed resolution with the employee. The employee may have a union representative present during these discussions. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor.~~
- (d) ~~If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the Employer's Project Director or their designate within 30 days of receiving the manager's response or when the response was due.~~

~~A written complaint shall specify the details of the allegation(s) including:~~

- ~~name, title and location of the respondent;~~
- ~~a description of the action(s), conduct, events or circumstances involved in the complaint;~~
- ~~the specific remedy sought to satisfy the complaint;~~
- ~~date(s) of incidents;~~
- ~~name(s) of witnesses (if any);~~
- ~~prior attempts to resolve (if any).~~

- (e) ~~The Employer's Project Director or their designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the proposed~~

~~resolution within 30 days of providing notice to the Project Director or such later date as may be mutually agreed by the parties.~~

(f) ~~Where the matter is not resolved pursuant to (e), the Union may refer the matter to adjudication in accordance with the agreed upon Discrimination and Harassment in The Workplace Policies and Procedures.~~


(g) ~~Any action taken by the Employer, including discipline, which is consistent with the findings of fact of the Adjudicator shall be considered by all parties to be determinative of the complaint and shall not form the basis of a grievance.~~

(h) ~~If the Adjudicator determines that discrimination and/or harassment has occurred, the Employer must document the personnel file of the respondent accordingly.~~

(i) ~~Pending the determination of the complaint, the Employer may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.~~

(j) ~~The complainant will not be relocated without their agreement.~~

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer

Dated: March 4/20