

# COLLECTIVE AGREEMENT

between the



**(the Employer)**

and the



**(the Union)**

**Effective from April 1, 2025 to March 31, 2028**

**TABLE OF CONTENTS**

**ARTICLE 1 - DEFINITION OF EMPLOYEE AND HOURS OF WORK ..... 1**

1.1 Bargaining Unit Defined..... 1

1.2 Definition of Permanent Employees ..... 1

1.3 Definition of Temporary Employees ..... 1

1.4 Definition of Probationary Employees..... 1

1.5 Application of Agreement – Temporary Employees ..... 1

1.6 Travel Expenses for Organizer Classification ..... 1

1.7 Mileage..... 1

1.8 Cellular Telephones ..... 2

**ARTICLE 2 - HOURS OF WORK AND OVERTIME..... 2**

2.1 Hours of Work..... 2

2.2 Flexible Hours..... 2

2.3 Normal Straight-Time Hours of Work and Overtime ..... 2

2.4 Workload..... 3

**ARTICLE 3 - STATUTORY HOLIDAYS ..... 3**

3.1 Statutory Holidays ..... 3

**ARTICLE 4 - VACATIONS ..... 3**

4.1 Vacation Entitlement ..... 3

4.2 Seniority Application for Vacation ..... 3

**ARTICLE 5 - DISCRIMINATION AND HARASSMENT ..... 4**

5.1 No Discrimination or Harassment ..... 4

**ARTICLE 6 - SEVERANCE PAY ..... 4**

6.1 Severance ..... 4

**ARTICLE 7 - WAGES..... 4**

7.1 Wage Rates ..... 4

7.2 Skills Differential ..... 5

7.3 Vacation Pay for Temporary Employees..... 5

**ARTICLE 8 - PENSION PLAN ..... 5**

8.1 BC Target Pension Plan ..... 5

**ARTICLE 9 - HEALTH AND WELFARE PLAN ..... 5**

9.1 Medical Services Plan ..... 5

9.2 Unifor Benefits Trust..... 5

9.3 Health Spending Account ..... 5

**ARTICLE 10 - BEREAVEMENT LEAVE ..... 5**

10.1 Bereavement Leave ..... 5

10.2 Concurrent Paid Leave Credits ..... 6

10.3 Unpaid Leave of Absence ..... 6

10.4 Definition of Immediate Family..... 6

**ARTICLE 11 - EDUCATIONAL LEAVE ..... 6**

11.1 Paid Education Leave..... 6

11.2 Extended Unpaid Educational Leave..... 6

<b>ARTICLE 12 - GRIEVANCE PROCEDURE .....</b>	<b>6</b>
12.1 Time Limits to Submit Grievance .....	6
12.2 Grievance Steps .....	6
12.3 Time Limits to Advance .....	6
12.4 Appointment of Arbitrator .....	7
12.5 Decision of Arbitrator .....	7
12.6 Third Party Assistance.....	7
<b>ARTICLE 13 - VACANCIES.....</b>	<b>7</b>
13.1 Postings .....	7
13.2 Application of Seniority .....	7
<b>ARTICLE 14 - MISCELLANEOUS .....</b>	<b>8</b>
14.1 Past Practices .....	8
<b>ARTICLE 15 - SICK LEAVE .....</b>	<b>8</b>
15.1 Sick Leave Entitlement.....	8
15.2 Sick Leave for Temporary and Probationary Employees.....	8
<b>ARTICLE 16 - HEALTH AND SAFETY .....</b>	<b>8</b>
16.1 Health and Safety.....	8
16.2 Ergonomic Assessments .....	9
<b>ARTICLE 17 - DURATION .....</b>	<b>9</b>
<b>LETTER OF UNDERSTANDING #1 .....</b>	<b>10</b>
Re: Seniority.....	10
<b>LETTER OF UNDERSTANDING #2 .....</b>	<b>10</b>
Re: Weekly Indemnity Benefits.....	10
<b>LETTER OF UNDERSTANDING #3 .....</b>	<b>10</b>
Re: Lise Lindsay (Lindsay) .....	10
<b>LETTER OF UNDERSTANDING #4 .....</b>	<b>10</b>
Re: Job Duties .....	10
<b>APPENDIX 1 – DISCRIMINATION AND HARASSMENT .....</b>	<b>11</b>

## ARTICLE 1 - DEFINITION OF EMPLOYEE AND HOURS OF WORK

### 1.1 Bargaining Unit Defined

The bargaining unit includes employees at and from 180 – 111 Victoria Drive, Vancouver, BC, except elected officers of ILWU Canada and ILWU Locals.

### 1.2 Definition of Permanent Employees

A Permanent Employee is an employee who is employed for work which is of a continuous full-time nature.

### 1.3 Definition of Temporary Employees

A Temporary Employee is an employee hired to replace a permanent employee, or hired to perform the tasks of a special project for a defined period of time. Temporary employees convert to permanent after one year worked.

### 1.4 Definition of Probationary Employees

A new employee will be considered probationary from the point at which they are hired as a new employee until they have completed the six-month probationary period. During the probationary period the Employer may discharge the employee if the Employer deems the probationary employee unsuitable for continued employment.

### 1.5 Application of Agreement – Temporary Employees

Except as otherwise noted the provisions of the following articles do not apply to temporary employees. The provisions of all other articles apply to temporary employees unless otherwise explicitly stated.

- Article 2.2 – Flexible Hours
- Article 6 – Severance Pay
- Article 8 – Pension Plan
- Article 9 – Health and Welfare Plans
- Article 11 – Education Leave
- Article 15.1 – Sick Leave

### 1.6 Travel Expenses for Organizer Classification

- (a) Costs and travel expenses, other than car expenses, will be paid by the Employer according to the Employer travel policies and procedures, as amended from time to time.
- (b) The Organizer will be paid **\$500** per month as a car allowance to offset travel expenses related to **insuring and maintaining a vehicle to use while on the Employer's business. If the Organizer must travel more than 50 km from the office on any trip, mileage will be paid for the entire trip in accordance with 1.7 Mileage.**

### 1.7 Mileage

- (a) **Administration employees who are required to utilize their personal vehicle for the Employer's business will be paid an allowance equal to the CRA's current posted rate per kilometre. Additionally, when an employee uses their own vehicle for transportation and travel for ILWU Canada business during a shift, they will be paid for their driving time. As of September 2025, the CRA's posted rate is \$.72 per kilometre.**

(b) **If the Organizer must travel over 50 km from the office, they will be paid mileage for the entire trip.**

**1.8 Cellular Telephones**

(a) **Administrative employees are required to have a cellular telephone for work-related activities. The Employer will pay the costs associated with the cellular telephone to a maximum of \$35.00 per month upon proof of activation.**

(b) **A cellular telephone will be provided for the Organizer. All associated costs will be borne by the Employer.**

**ARTICLE 2 - HOURS OF WORK AND OVERTIME**

**2.1 Hours of Work**

Full-time hours of work will be as follows:

Job Title

Administrative Support.....	35 hours weekly, flexible on-the-job 30-minute meal period
Administrative Support (Finance) .....	40 hours weekly, flexible on-the-job 30-minute meal period
Organizer.....	40 hours weekly, schedule flexible

Weekly hours will only be changed by mutual agreement.

Normal office hours are 8:30 AM to 4:30 PM

**2.2 Flexible Hours**

Flexible hours are available upon request for all employees as long as they meet operational requirements.

**2.3 Normal Straight-Time Hours of Work and Overtime**

(a) The normal straight-time hours of work assigned by the Employer shall conform with the following guidelines:

- (1) Not more than eight hours in any one day;
- (2) Not more than five working days in any seven-day period; and
- (3) Not more than 40 hours in any working schedule.

(b) Any hours which the Employer requires an employee to work in excess of the above shall be paid at time and one-half the hourly rate **except that any hours worked over 12 hours in any one day will be paid at the rate of two times the hourly rate.** The employee shall have the choice of taking money or time off at equal value in lieu of money, at a mutually agreeable time.

(c) **Any time remaining in an employee's bank at the end of the year will be paid out in full unless mutually agreed time in lieu has been determined.**

(d) The Employer agrees that every employee shall be guaranteed eight hours of rest free from work. If an employee is called in and the employee voluntarily complies with said request, then time and one-half shall be paid for the call-in period.

**2.4 Workload**

The Employer will ensure that no employee's workload is excessive at any time. To this end, ILWU elected officials will provide as much lead time as possible when requesting that employees perform additional tasks. If performing tasks will result on the employee having to work overtime to complete their normal duties, approval of such overtime will not be unreasonably withheld.

**ARTICLE 3 - STATUTORY HOLIDAYS**

**3.1 Statutory Holidays**

The following holidays will be granted to all permanent employees with full pay:

New Year's Day	Canada Day	Christmas Day
Family Day	B.C. Day	Boxing Day
Good Friday	Labour Day	Birthday
Easter Monday	Thanksgiving Day	Victoria Day
Remembrance Day	National Day for Truth and Reconciliation	

And any other day that may be proclaimed by the Provincial or Federal government as a legal holiday.

**ARTICLE 4 - VACATIONS**

**4.1 Vacation Entitlement**

A permanent employee shall earn vacation leave credits at the following rate:

Less than one year of service.....	6%
Completion of one year of service.....	15 working days
<b>Completion of three years of service .....</b>	<b>18 working days</b>
Completion of six years of service .....	21 working days
Completion of eight years of service .....	25 working days
Completion of 11 years of service .....	30 working days
Completion of 14 years of service .....	35 working days

**The Employer will advise the employee of any unscheduled vacation as of July 1<sup>st</sup> of each year. It is understood that an employee must make every effort to take their vacation within the calendar year.**

There shall be no cash payout and no carry over of vacation. **Notwithstanding this, in the event the Employer does not approve an employee's request for vacation or operational requirements prevent an employee from taking their full vacation allotment, any remaining vacation will be paid out in the last pay period of the year.**

**4.2 Seniority Application for Vacation**

In the event a new position covered by this agreement is filled, the Parties will take into consideration ILWU seniority for the purposes of vacation.

**ARTICLE 5 - DISCRIMINATION AND HARASSMENT**

**5.1 No Discrimination or Harassment**

There shall be no discrimination or harassment, as defined in **Appendix 1 – Discrimination and Harassment** against an employee(s) by the Employer(s). In the event an employee resigns as a result of such treatment, such employee will be entitled to three weeks' pay for the first year and one and one-half weeks' pay for each succeeding complete year of continuous employment or pro-rated portion thereof up to a maximum of 40 weeks' pay.

**ARTICLE 6 - SEVERANCE PAY**

**6.1 Severance**

- (a) Upon dismissal for any reason other than for gross misconduct or self-provoked dismissal for the purpose of collecting severance pay, or upon being laid off, a permanent employee with two or more years of continuous service shall receive 90 days' notice and severance pay equal to one weeks' pay for every six months of service to a maximum of 22 weeks of pay. Such pay shall be computed at the highest straight-time weekly salary paid to the employee during the period of 52 weeks immediately preceding the dismissal or layoff.
- (b) Upon dismissal for any reason other than for gross misconduct or self-provoked dismissal for the purpose of collecting severance pay, or being laid off, an employee with less than two years of service shall receive 90 days' notice and receive severance of two weeks' pay for the first year and one weeks' pay for the second year of continuous service.
- (c) It is understood by the Parties to this Agreement that the Employer(s) will not terminate an employee simply to circumvent the time requirements outlined above.
- (d) Severance pay shall be payable to an employee immediately upon termination.

**ARTICLE 7 - WAGES**

**7.1 Wage Rates**

Wages for permanent and temporary employees:

		<b>April 1, 2025 4%</b>	<b>April 1, 2026 6%</b>	<b>April 1, 2027 7%</b>
Temporary Employees	<b>Paid at 75% of Step 2</b>	<b>\$39.14</b>	<b>\$41.49</b>	<b>\$44.39</b>
Permanent Employees	<b>Step 1 - probation (90% of Step 2)</b>	<b>\$46.97</b>	<b>\$49.79</b>	<b>\$53.27</b>
	<b>Step 2 - post-probation</b>	<b>\$52.19</b>	<b>\$55.32</b>	<b>\$59.19</b>

*Note: Time worked as a temporary employee counts toward the pay scale if a temporary employee becomes a permanent employee.*

## **7.2 Skills Differential**

Permanent employees with financial duties will receive a \$1.00 per hour skills differential in addition to their hourly rate of pay.

## **7.3 Vacation Pay for Temporary Employees**

Temporary employees will receive six percent vacation pay on each pay cheque.

# **ARTICLE 8 - PENSION PLAN**

## **8.1 BC Target Pension Plan**

New permanent employees will be enrolled in the BC Target Benefit Pension Plan upon completion of their probationary period.

### *Contributions*

The Employer will contribute **10%** of eligible employees' wages to the BC Target Pension Plan in accordance with the BC Target Benefit Pension Plan and applicable provincial legislation.

Employees may, at their own discretion, make additional voluntary unmatched contributions to the BC Target Benefit Pension Plan.

# **ARTICLE 9 - HEALTH AND WELFARE PLAN**

## **9.1 Medical Services Plan**

The Employer will pay 100% of the cost of the premium for the Medical Services Plan for the office staff employees and their dependents/spouse.

## **9.2 Unifor Benefits Trust**

Employees shall be covered by the Unifor Benefits Trust. All costs of the Plan shall be borne by the Employer.

## **9.3 Health Spending Account**

**Effective January 1, 2026, the Employer will provide a maximum of \$500 per member, per year (each January 1<sup>st</sup> – December 31<sup>st</sup>) to provide for a Health Spending Account.**

# **ARTICLE 10 - BEREAVEMENT LEAVE**

## **10.1 Bereavement Leave**

Employees will receive five days paid bereavement leave in the event of the death of an immediate family member.

**10.2 Concurrent Paid Leave Credits**

Such Bereavement Leave will be granted to employees who are on other paid leaves of absence including sick leave and annual vacations. When bereavement leave of absence with pay is granted, any concurrent paid leave credits used will be restored.

**10.3 Unpaid Leave of Absence**

Bereavement leave of absence with pay will not apply when an employee is on an unpaid leave of absence.

**10.4 Definition of Immediate Family**

“Immediate Family” will be defined to include the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with an employee as a member of the employee’s family.

**ARTICLE 11 - EDUCATIONAL LEAVE**

**11.1 Paid Education Leave**

If an employee takes courses for skill upgrading and/or training relative to the Employer's interest, the Employer will grant paid educational leave of absence. The reasonable expenses approved by the Employer will be borne by the Employer.

**11.2 Extended Unpaid Educational Leave**

At the discretion of the Employer, extended educational leaves of absence without pay may also be granted upon application from the employee.

**ARTICLE 12 - GRIEVANCE PROCEDURE**

**12.1 Time Limits to Submit Grievance**

Any individual employee or group of employees or the Union or the Employer shall have the right at any time to present grievances. Grievances must be filed within 10 working days and are to be submitted in writing, outlining the reason, and date of occurrence along with any additional pertinent information.

**12.2 Grievance Steps**

The following steps constitute the recognized grievance procedure under this Agreement:

Step	Representing the Employee	Representing the Employer
(1)	Aggrieved and/or Designated Person	Designated Person
(2)	Union Representative(s)	Employer(s) Representative(s)
(3)	Arbitration	

**12.3 Time Limits to Advance**

- (a) Decisions on Step One shall be rendered in writing within five working days after the grievance was filed.

- (b) Failing satisfactory resolve at Step One, the respective representatives at Step Two shall meet and render a decision in writing within 10 working days after notification in writing that the Step One decision is appealed.
- (c) Grievances not appealed to a subsequent step of the grievance procedure within 10 working days of a decision shall be deemed settled on the basis of the decision in the last step to which the grievance was carried.
- (d) Procedure covering Steps One and Two may be extended by mutual agreement between the Parties.
- (e) In regard to the terms decision and notification it is the responsibility of the grieving party to render the decision.

#### **12.4 Appointment of Arbitrator**

In the event of arbitration, the Parties to this Agreement shall endeavor to appoint a single arbitrator. In the event there is a failure to agree upon the appointment of the arbitrator application shall be made to the Minister of Labour, who shall make the appointment.

#### **12.5 Decision of Arbitrator**

The findings of the arbitrator shall be final and binding on both Parties. The arbitrator is not authorized to alter, modify or amend any part of this Agreement.

#### **12.6 Third Party Assistance**

The Parties to this Agreement are conclusive to third party assistance in an attempt to resolve disputes. This procedure is intended to complement the grievance and arbitration procedures otherwise provided for in this Agreement. It is not intended to replace or in any way diminish those procedures.

### **ARTICLE 13 - VACANCIES**

#### **13.1 Postings**

When a new permanent position covered by this Agreement needs to be filled, the position will be posted in the ILWU Canada office, **as well as the BC Union Worker's Union**, for five days and be open to application by members including temporary employees. If the position is not filled by a temporary employee **or a member of the BCUWU**, then the position shall be posted in all other ILWU worksites for 10 days. If the position is not filled by a member of the ILWU then the position may be filled by other means.

#### **13.2 Application of Seniority**

Where two or more employees apply for the same position, seniority shall prevail, ability and qualifications being equal.

**ARTICLE 14 - MISCELLANEOUS****14.1 Past Practices**

All existing established past practices concerning any terms and conditions of employment not altered or removed by this Agreement shall remain in effect unless modified in writing by mutual agreement. Such past practices include, but are not limited to, the following items:

- (a) Between officers and staff exists a cooperative working relationship characterized by mutual respect;
- (b) During or after periods of high workloads that require irregular and/or excessive hours, permanent employees may take comp time at their own discretion;
- (c) Sick leave is taken as needed. No employee shall be terminated due to illness or accident;
- (d) The Parties agree to maintain the present practice of meeting at the request of either Party to discuss matters of mutual interest.

**ARTICLE 15 - SICK LEAVE****15.1 Sick Leave Entitlement**

**Permanent employees are entitled to 10 paid sick days annually to be used for short term illness, injury or family responsibility leave. These days would not be carried from one year to another nor would there be a pay-out for any unused days as the purpose is to cover the person in the above circumstances.**

**15.2 Sick Leave for Temporary and Probationary Employees**

**In accordance with section 49.1 of the *Employment Standards Act*, after 90 consecutive days of employment, temporary and probationary employees, for personal illness or injury, are entitled, in each calendar year, to:**

- (a) **paid leave for up to five days, and**
- (b) **unpaid leave for up to three days.**

**ARTICLE 16 - HEALTH AND SAFETY****16.1 Health and Safety**

**The ILWU and the BCUWU agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices. The Parties agree to adhere to the provisions of the *Workers' Compensation Act* and related regulations. The Employer will ensure that the *Occupational Health and Safety Regulation* is readily available at the worksite for reference by all employees.**

**All employees and elected officials share responsibility for protecting their own safety and health and that of others affected by their actions, by working in compliance with prevailing regulations and standards and with safe work practices and procedures established by the Employer.**

16.2 Ergonomic Assessments


- (a) The Employer will ensure that an ergonomic assessment is completed within two weeks of an employee's first day of work.
- (b) The Employer will ensure that an ergonomic assessment is completed within two weeks of receipt of a written request from an employee.

ARTICLE 17 - DURATION

This Agreement shall be effective from April 1, 2025, and shall remain in force and effect until March 31, 2028, and from year to year thereafter unless either Party gives notice in writing to the other Party not less than four months prior to March 31, 2028, or March 31 in any subsequent year, to terminate or to renew this Agreement or to negotiate a renewal thereof.


If notice of renewal or revision is given by either Party, the other Party agrees to meet as mutually agreed, within 15 days after receipt of such notice for the purpose of negotiations. The Parties with these signatures do lawfully enter into this agreement.

FOR ILWU CANADA

Signed by:  
  
 00AFF047E57049B...  
**Tom Doran**  
 President


Signed by:  
  
 002091FD2070430...  
**Bob Dhaliwal**  
 Secretary Treasurer

FOR BCUWU

Signed by:  
  
 01D042CF0E024CD...  
**Catherine Dube**  
 Bargaining Committee Member

Signed by:  
  
 49EBF75D4B2844D...  
**Jeannie Magenta**  
 Bargaining Committee Member

Signed by:  
  
 5185204FF4DD40C...  
**Genevieve Lorenzo**  
 Bargaining Committee Member

Signed by:  
  
 855AE3A3BC604E1...  
**Brett Harper**  
 President

Date: 5/18/2026

**LETTER OF UNDERSTANDING #1**

**Re: Seniority**

It is understood that any and all time worked at the ILWU Canada office and/or for any ILWU Local may be included in the calculation of seniority (years of service).

Effective date of hire for Jeannie Magenta is February 11, 2014.

Effective date of hire for Genevieve Lorenzo is July 24, 2018.

**Effective date of hire for Catherine Dube is April 2, 2024.**

**LETTER OF UNDERSTANDING #2**

**Re: Weekly Indemnity Benefits**

**The Employer will provide all permanent employees with a weekly indemnity benefit plan. Coverage will be 70% of earnings with a cap of \$1,500.00 per week.**

**LETTER OF UNDERSTANDING #3**

**Re: Lise Lindsay (Lindsay)**

The following terms and conditions shall apply to Lise Lindsay:

The Employer will provide a retired employees benefit plan that includes extended health, dental, employee assistance program, and travel coverage. Coverage will be equivalent to the permanent employees' plan except that there will be no Weekly Indemnity, Long-Term Disability or Life insurance included, and will cover the employee's spouse.

**LETTER OF UNDERSTANDING #4**

**Re: Job Duties**

**The Parties agree that a comprehensive list of duties and responsibilities for each job within the bargaining unit will be maintained and available to employees and elected officers.**

**Core duties for each position include:**

**ORGANIZER**

- **Report to ILWU Canada Officers for all activities as directed**
- **Build union membership through organizing campaigns, including strategy, research and data analysis.**
- **Educate workers about the benefits of union membership and address their concerns through one-on-one or group meetings.**
- **Other duties as assigned.**

**ADMINISTRATIVE SUPPORT 1 – RECEPTION**

- General office duties
- Proofread, edit and format various documents, media and educational materials
- Assist with training of new staff on office procedures
- Create and maintain templates and databases
- Retrieve and provide information or documents as requested
- Coordinate meetings
- Coordinate and assist in planning large union events
- Receive, file and maintain digital and working documents, correspondence, and files
- Coordinate and support various courses and co-facilitate courses as directed
- Other duties as assigned

**ADMINISTRATIVE SUPPORT 2 – FINANCE**

- Payroll, general ledger, accounts payable and accounts receivable
- Communication with accountants and creditors
- Bank reconciliation
- Financial reporting for WorkSafe and Receiver General
- Tax preparation and work with auditor
- Document officer's travel and expenses
- Coordinate and assist in planning large union events
- Proofread, edit and format various documents, media and educational materials
- Create and maintain templates and databases
- Assist with training of new staff
- General office duties
- Other duties as assigned

**APPENDIX 1 – DISCRIMINATION AND HARASSMENT****1. Purpose**

The Parties recognize the right of all employees to work in an environment which is free from bullying and/or harassment of any kind. Accordingly, bullying and/or harassment of any employee is prohibited.

Workers and Elected Officials must:

- Not engage in bullying and harassment of any kind;
- Report if bullying and harassment is observed; and
- Comply with this Policy and any related procedure relating to bullying and harassment. This Policy applies to all workers and includes interpersonal and electronic communications.

**2. Definition of Bullying and Harassment**

Includes any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated, but

- (a) Excludes any reasonable action taken by an Employer or supervisor relating to the management and direction of workers or the place of employment.
- (b) Examples of conduct that might constitute bullying and harassment include verbal aggression or insults, using derogatory names, harmful initiation practices, vandalizing personal belongings and spreading malicious rumours.

### 3. Definition of Sexual Harassment

Sexual harassment is a form of discrimination involving unwelcome verbal, non-verbal or physical conduct of a sexual nature, and may be deliberate or unintended, unsolicited or unwelcome, sexual harassment includes sexual advances, requests for sexual favours, suggestive comments or gestures, or physical contact when any of the following occur:

The conduct might reasonably be expected to cause embarrassment, insecurity, discomfort or humiliation and is made by a person who knows or ought reasonably to know, that the conduct is unwanted or unwelcome:

- (a) the conduct is accompanied by a reward, or the express or implied promise of a reward, for compliance;
- (b) the conduct is accompanied by the actual, express or implied threat of reprisal for failure to comply;
- (c) the definition of sexual harassment is not meant to inhibit interaction or relationships based upon mutual consent or normal social contact between employees.

### 4. Definition of Personal Harassment

Any discriminatory conduct, as defined below, at or related to the workplace which a reasonable person would conclude denies an individual their dignity or respect or which adversely affects their terms or conditions of employment, their job security or career advancement prospects by creating an intimidating, coercive, restrictive, offensive, embarrassing or humiliating work environment is considered to be personal harassment.

Discriminatory conduct is defined as any discrimination on the basis of: race, national or ethnic origin, religion, colour, citizenship, age, sex, gender identity or expression, sexual preference or orientation, marital status, family status, number of dependents, pregnancy or childbirth, physical or mental disability where the disability does not render the employee incapable of fulfilling their employment duties and obligations, conviction for which a pardon has been granted, political beliefs, or membership or activity in any trade union.

### 5. Complaints

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

An employee who believes they have a complaint of bullying and/or harassment of any kind may make a direct request of the alleged harasser that the offensive conduct cease.

If the request is unsuccessful, or if it is considered inappropriate, uncomfortable, or unsafe to make such a request, the complainant may seek the confidential advice of any member of management or

the Union. A formal complaint may be made by the complainant or by the Union on behalf of the complainant.

The member of management or the Union will hold in the strictest confidence and not disclose the name of the complainant, or the circumstances related to the complaint to any person unless disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation to the complaint. Information relating to the complaint may also be disclosed in accordance with the Employer's legal obligations.

Upon receipt of any complaint or report of harassment, the Employer will promptly investigate the matter. Where appropriate, the Employer may retain a third-party to conduct the investigation. The Employer will ensure that the provisions of the *Workers' Compensation Act* and related regulations are adhered to during and following an investigation.

Records relating to complaints and investigations will be stored in a secure and confidential manner.

An employee may initiate a grievance under this Article at either Step 1 or Step 2 of the Grievance Procedure. A grievance under this Article will be handled with all possible confidentiality and dispatch. The alleged offender shall be entitled to notice as soon as possible, of the substance of the personal and/or sexual harassment complaint made against them.

During any investigation and/or grievance procedure, the Employer agrees to monitor the working environment of individuals involved to protect their rights pursuant to this Policy.