

## **ARTICLE 15. DISCRIMINATION, REASONABLE ACCOMMODATION AND CONFLICT OF INTEREST**

### **15.1 Discrimination**

15.1.1 The University and the Association recognize the individual worth and dignity of every member of the human family. There shall be no discrimination, differential treatment, interference, restriction or coercion exercised or practised by the University towards any Member by reason of age (except as provided in the University Pension, Long-Term Disability Income, Group Life Insurance, Dependent Life Insurance, Accidental Death and Dismemberment, Paid-Up Life Insurance, Supplementary Health, and Voluntary Additional Accidental Death and Dismemberment Plans), language (except where the lack of language competence would clearly prevent carrying out the required duties), ancestry, including colour and perceived race; religion or creed, or religious belief, association or religious activity; national origin or nationality; ethnic background or origin; political belief, political association or political activity; sex, including pregnancy, the possibility of pregnancy or circumstances related to pregnancy; gender-determined characteristics or circumstances, including gender identity; sexual orientation; marital status or family status; physical or mental disability or related characteristics or circumstances, including reliance on a dog guide or other animal assistant, a wheelchair, or any other remedial appliance or device, membership or activity in the Association unless the discrimination is based upon bona fide and reasonable requirements or qualifications.

15.1.2 There shall be no discrimination, interference, restriction, or coercion exercised or practised by the Association or any Member toward any officer of the University, included in or excluded from the bargaining unit, member of the Board of Governors or Member who exercises powers on behalf of the University with respect to any matter of official concern to the University, by reason of any of the grounds outlined in s. 15.1.1 or by reason of actions or decisions taken for or on behalf of the University or in the performance of University duties.

### **15.2 Reasonable Accommodation**

15.2.1 Members with special needs, based on one or more of the protected characteristics found in *The Human Rights Code*, resulting in their being unable to perform all of the normal requirements of their job, have a right to reasonable accommodation to the point of undue hardship.

15.2.2 The duty to provide reasonable accommodation must be determined on a case-by-case basis, taking into account all relevant factors. If the Member would be unable to fulfill his/her duties and obligations even after reasonable accommodation to the point of undue hardship, then accommodation is not required.

15.2.3 A Member entitled to an accommodation as set forth above shall inform the University of his/her need for accommodation and the extent of that need. In the event that the matter is not resolved satisfactorily, the University and the Association will assess what potential accommodations are available and whether any of them would cause undue hardship. Experts with appropriate expertise may be jointly consulted and the costs thereof will be borne as may be agreed between the University and the Association on a case-by-case basis. If at the end of the process, the Association disagrees with the position taken by the University, the Association reserves the right to grieve on the Member's behalf.

15.2.4 If the Member is entitled to an accommodation, an accommodation plan will be developed and implemented as soon as reasonably practical. If several possible accommodations without undue hardship are available, the Member shall receive the best available accommodation. The accommodation shall continue in effect unless there is a material change in the accommodation request or the circumstances of the Member or the University.

### 15.3 **Conflict of Interest**

15.3.1 No Member or person acting on behalf of the University shall take part in formal discussions or vote with regard to the determination of the terms and conditions of employment which apply particularly to a member of his/her immediate family. In addition, no Member shall employ, except with the approval of the President, any member of his/her immediate family in any capacity where the position is supported by a University administered research grant, contract or project for which he/she has signing authority.

15.3.2 Whenever possible conflicts of interest arise, the person who is first aware of the situation shall immediately inform all parties to the possible conflict in writing with a view to resolving the matter in an open and unbiased manner.