

Chronological list of events for Amie Harbor

Background

I have been an employee of TCS since October 2018, but I have actually been employed at the Penticton Office, working with their same group of clients, since 2010. I worked with the clients in community inclusion, independent living support and at the time of this grievance, as employment counselor. I had long-standing and meaningful relationships with both the staff and the clients. I enjoyed my job and found it fulfilling.

January 2021

I realized that all talking points were beginning to lead toward a requirement for vaccination. I knew that a mandate would come to healthcare first. I made a plan to safeguard my financial situation, I resigned my full time position for a part time position with TCS. I accepted a casual position with the School District

August 2021

I resigned my part time position with TCS and went casual and accepted a permanent position with the School District. This was a significant pay cut, but I believed the school system would only move toward mandates after health care

November 2021

BC's PHO enacted a province wide vaccine mandate for healthcare workers. TCS adopted a vaccine mandate policy. I refused to disclose my status. I asked for accommodation based on political belief. It was rejected and I was put on unpaid leave (Attachments #5, #4 and #10)

At this time, all of BC was also put on the Vaccine Pass system, requiring proof of vaccination for all restaurants, hospitals, care homes and public spaces like pools, community centres etc.

I was feeling the full vilification, rejection and segregation based on my medical choices.

Through the next six months, I was asked to return my keys, my job duties were filled by another employee, and all management communication with me ceased. School districts across BC began also implementing vaccine mandates. It was an extremely stressful time.

March 2022, my Employer, SD67 voted not to implement a mandate and it was such a relief!

During this time, I was in such a state of stress, that I couldn't even consider initiating a grievance with my Union.

It was only one full year later that I finally organized my thoughts and began questioning my ongoing unpaid leave.

December 3, 2022 On the one year date, I had not had any communication from my employer for eleven months. I contacted Wynn, Local Chair, by phone to inquire about and confirm my current job status.

On Dec. 14, 2022, After being contacted by my Union, my employer indicated that I continue to be on unpaid leave until I concede to disclose my vaccination status or the public health order is lifted. As my indefinite unpaid leave was confirmed, I believed this constituted constructive dismissal according to the Canadian Labour Code, without cause and initiated the grievance process with my union.

The new vaccine disclosure and vaccine requirements were and are a substantial and fundamental change in my employment contract that is not included, addressed or required in the Community Living Services Collective Agreement between the CSSBA and CSSEA. I did and did not agree with or concede to this change. There is no description or provision within the collective agreement for indefinite unpaid leave status and I had asked to be rescheduled.

January 4 2023, I filed a grievance form under Articles 1.5 No Discrimination, 29.1 Personal and Psychological Harassment (one serious incident) and Article 11 Dismissal and Suspension for constructive dismissal without just cause. (Attach #8)

- TCS enacted a substantial and fundamental change in our employment contract regarding medical information disclosure and vaccination status that required an action on my behalf that is in direct opposition to my strongly and conscientiously held political beliefs. Political belief is a BC Human Rights protected ground, as referenced in Article 1.5 of the Collective Agreement.
- I submitted an accommodation request with written documentation from the BC Libertarian Party, to attest to my strongly held political beliefs and party membership.
- In my case, maintaining my personal medical privacy and personal choice with regard to medical treatments, is one of the *most important modes of expression* of my political belief, and should be accommodated.

June 2023, BCGEU Staff Rep concluded that he did not believe there would be a reasonable prospect at arbitration of having your unpaid leave overturned and declined forwarding my grievance. I immediately filed for an appeal hearing.

January 2024, I attended an Appeal Hearing, arguing the following:

- Article 1.2 of our Collective Agreement stipulates, that if any “future legislation” materially alters any provision of the Agreement, the parties will negotiate a mutually agreeable provision and if agreement is not reached, the matter will be sent to arbitration. This Article addresses situations just like this, where *new* legislation comes into conflict with an *existing* Collective Agreement and, in fact, this is an important purpose of Unions, to negotiate when this occurs. (Screenshot 295)
- As noted, our *existing* Collective Agreement supports accommodating political beliefs. It does *not* include requirements for vaccine status disclosure, for a requirement to vaccinate, or any definition or provision for unilateral, indefinite unpaid leave. All of these new conditions are fundamental changes to the Collective Agreement and my employment contract. (Screenshot 295)
- I also address the broader context, that BCGEU employees have the inherent right to medical privacy as enshrined in the Freedom of Information and Protection of Privacy Act; they have the right to informed, voluntary consent to any medical treatment as ensured by the medical ethics outlined by the Canadian Medical Protection Association; they have the right to life, liberty and security of the person, as enshrined in the Charter of Rights and Freedoms and the right to be free from discrimination as outlined in the BC Human Rights Code. All of these inalienable rights are also aligned with the UNESCO Universal Declaration on Bioethics and Human Rights.
- So, in summary, *my employer* TCS, despite the new PHO legislation, is still bound by the Collective Agreement and my inherent rights contained therein, and is in violation of such through the implementation of internal policies contrary to our Collective Agreement.
- I appeal to the BCGEU's Constitution and Bylaws Preamble which also enshrines these rights, and states that all people are entitled to enjoy human rights and political freedom in a just society and that the BCGEU is committed to pursuing political justice. (Screenshot 296)

February 2024, The Staff Rep's decision was upheld. I immediately applied for leave for appeal at the Provincial Executive level.

- I appealed on two grounds:
 1. the GAC acted contrary to “the principles of procedural fairness and natural justice or the duty of fair representation”, Staff Rep took a 45 minute break and was given the first and last word in his presentation, when I was left without Union representation;
 2. that the GAC decision is “inconsistent with the principles expressed in

the Labour Relations Code of BC or any other statute dealing with labour relations”, with regard to the Human Rights Code of BC. The BCGEU Collective Agreement is in alignment with The BC Human Rights Code and supports accommodating political beliefs.

Article 1.5 No Discrimination reads: *The parties hereto subscribe to the principles of the Human Rights Code of British Columbia. The Employer and the Association of Unions agree that there will be no discrimination with respect to an employee's employment by reason of race, colour, ancestry, place of origin, **political belief**, religion, marital status, family status,... etc []*.

February 16, 2024, I filed a Human Rights Complaint (Attach Human Rights) due to discrimination based on political belief, (Screenshots 299 and 298) and received an email stating it is taking 10 months to review new complaints. (Screenshot 300).

March 6, 2024, I filed a complaint with the Ombudsperson Office about the unreasonable time frame of 10 months for Human Rights Tribunal Complaints to be reviewed, assessed and resolved. I have yet to hear back from this agency.

March 14, 2024 the PEGAC upheld the Grievance Appeal Committee's decision and denied my leave for appeal.

May 6th, 2024 I filed the application for a Labour Board Complaint where I am asserting that the BCGEU acted in a discriminatory manner and acted in bad faith when rejecting my grievance to go to appeal.

- The BCGEU's documented position and FAQ's show that the Union was acting in bad faith when it received my grievance, and had no true intention of negotiation or taking it to arbitration. I sought a remedy of representation for accommodation based on Political Belief, but the union failed to assist me with negotiating with my employer at any stage of the grievance process and instead dismissed my evidence of discrimination, despite it being a clearly supported protected grounds within the workplace. The BCGEU has a pre-existing, discriminatory position against employees who hold and express political belief regarding privacy and vaccination. As a result, the Union's representation and response to me was discriminatory and the Union acted in bad faith in the process and failed to protect my human rights as defined in my Collective Agreement. (Attach 1. August, 2. BCGEU Covid and Screenshot #301)

I remain on unpaid leave to this day, awaiting the outcome of my complaints to the various agencies that are supposed to be in place to protect our civil liberties.

Sincerely,
Amie Harbor