



Summer Village of Silver Sands Administrative Policy

| Number | Title | | |
|---------------------------|--|------------------|----------------|
| A-WORK- PREV-1 | WORKPLACE VIOLENCE AND HARASSMENT PREVENTION POLICY | | |
| Approval | Approved | | Last Revised |
| WW | Resolution No. | 27-24 | Resolution No. |
| | Date: | January 26, 2024 | Date: |

A. PURPOSE

The purpose of this policy is to contribute to fostering a safe, healthy, and inclusive workplace. It expresses the Municipality's commitment to a workplace that is free of Violence and Harassment, and it ensures that the Municipality will meet both its obligations and responsibilities as set out in relevant legislation.

B. SCOPE

This Policy applies to Employees, volunteers and other persons acting on behalf of the Municipality. Others may Report an incident of Violence or Harassment if the incident is against one of these individuals.

C. POLICY STATEMENT

1. GENERAL

- 1.1 The Municipality is committed to providing a workplace free of Violence and Harassment as far as it is reasonably practicable to do so. As part of this commitment, the Municipality will provide access to appropriate resources and response processes to address incidents of Violence and Harassment.
- 1.2 The Municipality will investigate reported incidents of workplace Violence and Harassment and take corrective action where necessary.
- 1.3 The Municipality will not disclose the circumstances related to an incident of Violence or Harassment, including the names of any individuals involved, except:
 - a. where necessary to investigate the incident or to take corrective action;

- b. to inform the parties involved in the incident of the results of the investigation and corrective action taken, to the extent permissible by the Municipality's privacy obligations;
 - c. where necessary to inform of a specific or general threat of Violence or potential Violence (such as to law enforcement); or,
 - d. as required by law.
- 1.4 The Municipality will disclose only the minimum amount of personal information that is necessary to inform individuals of a specific or general threat of Violence or potential Violence.
- 1.5 An incident Report may be forwarded by a Supervisor to the CAO.
- 1.6 An individual who is found to have breached this policy may be subject to disciplinary action up to and including termination of employment or termination of any other relationship they have with the Municipality. Disciplinary action will be taken in accordance with the provisions of any applicable terms and conditions of employment, or contractual agreement.

2. PRINCIPLES

- 2.1 This Policy is not intended to limit or constrain the reasonable exercise of managerial functions including, but not limited to:
- a. evaluations or assessments based on work performance;
 - b. imposition of discipline; or,
 - c. a managerial directive or denial of a request.

3. REPORTING VIOLENCE AND HARASSMENT

- 3.1 Individuals who have been subjected to or are otherwise aware of an incident of Violence or Harassment in the workplace may make a Report using the procedure set out in Section D, below.
- 3.2 An Employee who is notified about or who is otherwise aware of an incident of Violence or Harassment in the workplace can also Report the incident.
- 3.3 The Municipality may act at its own discretion in the absence of a Report once it is made aware of an incident. A Supervisor who believes that an incident may have occurred, or that a related systemic issue exists, may, in the best interests of the Municipality, submit a Report to the CAO or designate, to determine if investigation is required.
- 3.4 An incident that has occurred more than two (2) years prior to the date of the of

the Report will generally not be investigated unless the CAO determines that the allegation exposes a continued or future risk to Employees, the public, or the integrity or the reputation of the Municipality.

- 3.5 If the incident is also under investigation by the police or another authority, the Municipality may at its discretion continue, hold in abeyance or terminate the investigation or any other proceedings related to the matter.

4. RETALIATION AND FRIVOLOUS OR VEXATIOUS COMPLAINTS

- 4.1 All Reports made in good faith will be taken seriously and addressed in an objective, appropriate and timely manner, without reprisal against those who Report an incident, or who are otherwise involved in the review or investigation of incidents.
- 4.2 An individual who is found to have made a frivolous or vexatious Report may be subject to disciplinary action up to and including termination of employment or termination of any other relationship they have with the Municipality.

5. PREVENTION AND TRAINING

- 5.1 The Municipality, at its discretion, may provide Violence and Harassment prevention training program(s) designed to cultivate a respectful workplace environment free from Violence and Harassment and to bring awareness of this Policy.
- 5.2 The CAO, when made aware, will ensure appropriate resources are available to those who have experienced, likely to experience, or have been impacted by Violence and Harassment.
- 5.3 Violence and Harassment are workplace hazards and are included as part of position hazard assessments.

D. PROCEDURES

1. INCIDENT RESPONSE ASSISTANCE

- 1.1 If immediate assistance is required emergency services should be contacted at 911, followed by a phone call to the Municipal Office at XXX_XXX_XXXX.

2. CONSIDERATIONS BEFORE MAKING A REPORT

- 2.1 There may be circumstances where individuals may choose to pursue informal measures to resolve allegations prior to submitting a Report of Harassment where appropriate. In such circumstances individuals are strongly encouraged to contact the CAO to discuss appropriate informal measures or other reporting options and policies that may be applicable.

3. REPORTING AN INCIDENT

- 3.1 Any individual may make a Report of Violence or Harassment to the CAO by completing an Incident Report. The Incident Report must be in writing and include the following:
 - a. detailed information about the incident;
 - b. the date and location the incident occurred; and
 - c. the name of the individual or individuals that were part of, or were witness to, the incident.
- 3.2 If an individual wishes to make a Report against the CAO, they may instead make a Report directly to the Mayor. The report must include the same information as required by an Incident Report.
- 3.3 If a Report is made to the Mayor, they will act with the same authorities prescribed to the CAO for the purposes of this Policy and procedure.
- 3.4 Upon receipt of a Report, the CAO or the Mayor if the Report is against the CAO will acknowledge its receipt and that it is being reviewed to the individual who made the Report within five (5) business days.
- 3.5 The review may include contacting the individuals referenced in the Report, including the individual who submitted the Report, to better understand the incident or circumstance that led to the Report being made.
- 3.6 Normally, within ten (10) business days of initially receiving a Report, the CAO or designate or the Mayor if the Report is against the CAO will notify the individual who made the Report of the decision to investigate. If a decision not to investigate is made, a reason must be given and may include that the allegation:
 - a. does not meet the definitions of the Policy;
 - b. was not made in good faith;
 - c. should be addressed through another policy; or
 - d. is being addressed through another process.

4. INVESTIGATION

- 4.1 If an investigation under this Policy is recommended, the CAO, must
 - a. advise the individual who the Report was made against, in writing, of the nature and specifics of the incident, the investigation, and their right to representation at their own expense; and,

- b. assign the investigation to an investigator.
- 4.2 The CAO or designate or the Mayor if the Report is against the CAO, will provide the scope and terms of reference to the investigator.
- 4.3 Investigations will be conducted in a timely and objective manner in accordance with processes that:
- a. adhere to the principles of procedural fairness and natural justice;
 - b. are conducted with due diligence and do not prejudice an outcome; and
 - c. are free from bias.
- 4.4 If during the course of the investigation, the investigator identifies any concerns beyond the scope of the investigation, the CAO or designate or the Mayor if the Report is against the CAO, may choose to revise the scope or terms of reference to include those concerns as part of the investigation or request a separate memo be submitted to summarize the concerns.
- 4.5 Upon completion of the investigation, the investigator will submit a written investigation report to the CAO or designate or the Mayor if the Report is against the CAO, that will include, but not be limited to:
- a. the details of the allegation investigated;
 - b. an account of the information assessed during the investigation, including credibility of information received; and
 - c. findings of fact that, on a review of all the evidence, are assessed on a balance of probabilities.
- 4.6 The CAO or designate or the Mayor if the Report is against the CAO will notify the individual who submitted the Report and to the individual whom the Report was made against in writing, based on the investigation report, whether the allegation of Violence and/or Harassment is substantiated.
- 4.7 The CAO or designate or the Mayor if the Report is against the CAO, will assist the applicable Supervisor in determining the appropriate course of action, including preventative, remedial or disciplinary, to be taken.
- 4.8 All records relating to the Report and resulting investigation will be retained in accordance with the Municipality's Records Retention Schedule and any applicable legislation.

E. POLICY REVIEW

This policy will be reviewed at least every three (3) years or earlier if an incident of Violence of Harassment occurs.

F. DEFINITIONS

- (1) **CAO:** means the Chief Administrative Officer of the Municipality.
- (2) **Discrimination:** means any action or threat of action related to a protected ground in the Alberta Human Rights Act when the action or threat of action results in loss of or limit on opportunities to work or to fully participate in the workplace or offends the dignity of the person. Protected grounds as defined by the Human Rights Act are race, colour, ancestry, place of origin, religious beliefs, gender, gender identity, gender expression, age, physical disability, mental disability, marital status, family status, source of income, and sexual orientation.
- (3) **Domestic Violence:** means, whether at a work site or work-related, the threatened, attempted, or actual conduct of a person that causes or is likely to cause physical or psychological harm, and is used to control, intimidate or humiliate a person by a person who has, or has had, a personal relationship.
- (4) **Employee:** means individuals who are engaged to work for the Municipality under an employment contract, including but not limited to full-time staff, part-time staff, and management employees, and contractors while working at the Municipality.
- (5) **Harassment:** means a n y single incident or repeated incidents of objectionable or unwelcome conduct, comment, bullying or action by a person that the individual knows or ought reasonably to know will or would cause offence or humiliation, or adversely affects the individual's health and safety, and includes Discrimination and Sexual Harassment.
- (6) **Municipality:** means the Summer Village of Silver Sands.
- (7) **Report:** means the submission of a statement either verbally or in writing to a Supervisor or the CAO in accordance with section D of this Policy that provides details of an incident of Violence or Harassment. A verbal statement will be transcribed and confirmed as accurate by the Supervisor.
- (8) **Policy:** means the *Workplace Violence and Harassment Prevention Policy*.
- (9) **Sexual Harassment:** means unwanted or uninvited sexual advances, remarks, gestures, sounds and actions that make a person feel unsafe, intimidated, degraded or uncomfortable, or their sexual integrity is compromised, even if the person harassing claims to have been only joking or didn't mean to offend. It includes bullying or coercion of a sexual nature, unwanted sexual attention or requests for sexual favours. It can also include threatening and/or unwanted phone calls, text messages, e-mails, letters and unwanted gifts.
- (10) **Sexual Violence:** means any Violence, physical or psychological, carried out without consent through a sexual means or by targeting sexuality. This includes, but

is not limited to, sexual assault, Sexual Harassment, stalking and/or monitoring, indecent exposure, voyeurism, degrading sexual imagery, distribution of images or video of a community member without their consent.

(11) **Supervisor:** means an Employee of the Municipality employed in a supervisory role.

(12) **Violence:** means, whether at a work site or work-related, the threatened, attempted, or actual conduct of a person that causes or is likely to cause physical or psychological harm, and includes Domestic Violence or Sexual Violence.

G. RELATED POLICIES

- A-HUM-COD-1

H. RELATED LEGISLATION

- *Alberta Freedom of Information and Protection of Privacy Act*
- *Alberta Human Rights Act*
- *Alberta Occupational Health and Safety Act*

Revisions:

| Resolution Number | MM/DD/YY |
|-------------------|----------|
| | |
| | |
| | |
| | |
| | |