

**COLLECTIVE AGREEMENT LANGUAGE TO  
IMPROVE WORKER HEALTH  
AND SAFETY IN LIBRARIES**

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WITH SPECIFIC RECOMMENDATIONS FOR  
THE PREVENTION OF VIOLENCE AND  
HARASSMENT



***CUPE***

## INTRODUCTION

Workplace violence and harassment are major problems faced by library workers, particularly among those working in public libraries. Workplace incidents can involve patron-on-patron violence and attacks against library workers. Sometimes, library work can be dangerous work, and it can place a significant toll on workers' health and safety.

This resource contains new collective agreement language with specific recommendations for the prevention of workplace violence and harassment that library workers can bring to the bargaining table. If negotiated into collective agreements, this language can improve worker health and safety across the library sector and mitigate the serious consequences of experiencing or witnessing violence and harassment while on the job.

All workers have the right to a healthy and safe work environment. This resource can enhance the actions your employer takes to help members stay safe.

### **Note for bargaining:**

For this document, health and safety committee will refer to legislatively required committees or committees required by collective agreements. Other names for these committees include joint occupational health and safety committees (JOHS) and workplace committees (WPC). When bargaining, use the terminology that applies to your jurisdiction and collective agreement.

### **Note for bargaining:**

Health and safety representative refers to the person who has been chosen by the local to bring health and safety-related concerns to the employer in locations where there is no health and safety committee. Where a committee is referenced in this document, substitute health and safety representative if a committee does not exist within your local.

## Article XX – GENERAL

### XX.01

Violence and harassment are not part of the job, nor are they an expectation or requirement of employment. Violence and harassment in any form is not acceptable in the workplace.

Employees have a right to a safe workplace, free from all forms of violence and harassment. They have the right to refuse unsafe work, including violent situations, without the fear of reprisal.

## ARTICLE XX – DEFINITIONS

### XX.01

#### Violence

Violence means any comment, behaviour, or action that harms, harasses, or can reasonably be interpreted as a threat to a worker. Harm includes psychological and physical injuries and illnesses.

#### Harassment

Harassment means any offensive or threatening behaviour that a person would reasonably consider unwelcome and is a form of violence.

#### Interpersonal Violence

Interpersonal violence includes domestic, familial, intimate partner, and sexual violence.

#### Incident

Incident means an occurrence of violence and/or harassment arising from an employee's work.

#### Workplace

Workplace means any location where employees are working.

## Article XX – HAZARD ASSESSMENTS

### XX.01

#### Note for bargaining:

Select one of the sections below, depending on the size and sophistication of your local's health and safety committee.

The employer, with the health and safety committee, will conduct a hazard identification and assessment on an annual basis. The hazard assessment will be conducted on paid time.

#### OR...

The employer will ensure that a hazard identification and assessment is conducted on an annual basis. The hazard identification and assessment will be conducted by members of the health and safety committee as part of their paid duties.

### XX.02

#### Note for bargaining:

Depending on your jurisdiction, your local may need to add a clause to this section to make sure it is compliant with legislation that requires that reports be deidentified to maintain the confidentiality of the parties involved in violence.

As part of the assessment, the employer will provide the health and safety committee with the following:

- a) All workplace violence incident reports from the previous three (3) years.
- b) Information on experiences in similar workplaces in the sector in Canada, including the severity and frequency of incidents and other hazards or risks that may relate to violence.



### XX.03

The assessment will:

- a) Assess the effectiveness of implemented control measures.
- b) Solicit input from all workplace parties, or appropriate representative population.
- c) Ensure the workplace is inspected for hazards or conditions that increase the likelihood of violence.
- d) Analyze the information that is collected.
- e) Develop a process to reflect the results of the hazard assessment to employees.

No restrictions will be placed on the health and safety committee during their inspection of the workplace.

The employer will provide a copy of the results of the hazard assessment to all employees.

### Article XX – INCIDENT REPORTING

Employees will report to the employer, the union, and the health and safety committee, all incidents, including near hits, where the employee is subjected to, witnesses, or has knowledge of workplace violence, or has reason to believe that an incident may occur.

### Article XX – HAZARD ELIMINATION AND CONTROL

#### XX.01

The employer will provide a copy of every incident report and all information relevant to the identification, elimination, and control of workplace violence to the health and safety committee. This includes:

- a) Providing copies of individual risk assessments for persons with a history of violence.
- b) Providing employees with enough information about a person with a history of violence so that they know when there is a risk of violence in the workplace.

## Article XX – THE HEALTH AND SAFETY COMMITTEE ROLE RELATED TO VIOLENCE AND HARASSMENT

### XX.01

#### Note for bargaining:

Depending on your jurisdiction, your local may need to add a clause to this section to make sure it is compliant with legislation that requires that reports be deidentified to maintain the confidentiality of the parties involved in violence.

#### Note for bargaining:

Depending on your jurisdiction, your local may need to add a clause to this section to make sure it is compliant with legislation so that, with the exception of relevant medical data, information regarding external workplace parties who are reported as having a history of violent behaviour will not be withheld from the health and safety committee.

The employer agrees that the role and responsibilities of the health and safety committee includes, but is not limited to:

- a) Collaborating with the employer to:
  - i) Develop policies and procedures to eliminate or minimize hazards related to violence and harassment.
  - ii) Select violence education and training programs.
  - iii) Develop procedures for reporting and investigating incidents.
- b) Conducting hazard identification and assessment tasks.
- c) Receiving and reviewing reports of violent incidents.
- d) Responding to employee concerns

related to workplace violence and communicating them to the employer.

- e) Formulating, implementing, and following-up on recommendations for the improvement of health and safety related to violence and harassment.
- f) Reviewing the violence prevention program and reporting to the employer when deficiencies are found.
- g) Undertaking program reviews to assess the effectiveness of violence prevention measures and procedures, and to recommend changes.

## Article XX – WORKPLACE VIOLENCE PREVENTION EDUCATION AND TRAINING

### XX.01

The employer will provide annual paid education and training on the prevention of workplace violence to all employees. The employer agrees to provide all education and training during regular working hours. When employees receive education and training, they will be paid in accordance with the terms of this Agreement.

For the purpose of this clause, education and training offered by the Union will be considered acceptable.

### XX.02

Education and training will include the following elements:

- a) The causes and types of violence.
- b) Factors that increase the risk of workplace violence.
- c) How to recognize workplace violence and warning signs. ▶

- d) Information contained in workplace violence prevention policies and procedures.
- e) The implemented controls to mitigate workplace violence, including preventing, de-escalating, and responding to violent incidents and incidents with the potential to lead to violence.
- f) Emergency procedures, including how to obtain immediate assistance when a violent incident takes place.
- g) Procedures for reporting, investigating, and documenting incidents of workplace violence.
- h) Information on the relationship between workplace violence and the prohibited grounds of discrimination set out in subsection 3(1) of the Canadian Human Rights Act.

### XX.03

The employer recognizes that employees sometimes face situations involving interpersonal violence (see Article XX) that may affect their attendance or performance at work. For that reason, the employer will provide education and training on interpersonal violence and its impacts on all employees in the workplace.

The education and training will include:

- a) How to support coworkers experiencing interpersonal violence.
- b) How to recognize the signs of someone experiencing interpersonal violence.
- c) Ways to report concerns about or experiences of interpersonal violence.
- d) Internal and external resources for assistance with interpersonal violence.

### Article XX – NO WORKING ALONE

#### Note for bargaining:

For comparison, “no working alone” language has been bargained into the collective agreement of CUPE 4948.

The employer will adjust staffing levels so that no employee shall work alone when they are working. For the purpose of this article, an employee is working alone when there is no other employee in sight or where communication between employees requires a device.

### Article XX – PERSONAL SECURITY DEVICES

#### Note for bargaining:

For comparison, “personal security device” language has been bargained into the collective agreement of CUPE 4948.

#### Note for bargaining:

It’s beneficial to report instances of accidental activation of a security device. If they occur frequently, it’s worthwhile to look at why that is the case.

Each work location will be provided with personal security devices that summon immediate aid, that staff may carry. The employer will be responsible for the routine maintenance, repair, and periodic testing of the devices. All employees will receive education and training on the use and reasonable care of the device.

An incident report will be submitted for each instance that a security device is activated by an employee, including instances of an accidental activation.

## Article XX – ELIMINATING HAZARDS WHEN WORKING ALONE

### Note for bargaining:

If your local obtains the “no working alone” language above, you do not need to negotiate this clause into your collective agreement because no employee will be working alone. Conversely, if your local is unable to obtain the “no working alone” language, you will want to negotiate this clause into your collective agreement.

If an employee is required to work alone, the employer must first identify all hazards to an employee that pose an increased risk for violence and harassment and evaluate the appropriateness of control measures where the employee is working.

Before an employee starts a work assignment with a hazard, the employer must take measures to:

- a) Eliminate the hazard.
- b) Minimize the risk from the hazard when it is not practicable to eliminate it. In this case, the employer will collaborate with the health and safety committee to develop a program that outlines in writing the measures that will be implemented to minimize the risk from the hazard.

## Article XX – EMERGENCY PROCEDURES

### XX.01

The employer will make the emergency procedures available to all employees.

### XX.02

Each time a new control measure is implemented, the workplace violence program will be updated to incorporate the new measure.

### XX.03

#### Note for bargaining:

Sometimes, despite precautionary measures, violence occurs. Some CUPE locals include members who have jobs that require them to intervene to protect members of the public or other workers from that violence (i.e., security guards). For these members, special education and training, and additional protections must be enshrined in the collective agreement.

Many employers respond to requests for education and training by only providing sessions on “physical intervention techniques,” or basic self-defence focused on subduing a violent person. While these sessions may teach valuable skills to some workers, especially those whose job it is to protect other workers, it is imperative that locals negotiate collective agreement protections for members who are taught these techniques and expected to use them. Locals should push for collective agreement language specifying the required education and training and necessary personal protective and other equipment, as well as protections against reprisals for reacting to a violent person.

If your local includes security guards, include this type of clause here as part of emergency procedures.

## XX.04

### Note for bargaining:

If your local doesn't have security guards on staff, but feels there is a need for them, you could propose that the employer hire guards as an additional way to help address violence and harassment in the workplace. If you propose that security guards be hired as members of the bargaining unit, be sure to include the additional protections outlined above.

The employer will hire security guards who will be authorized to use physical force to protect employees if people in the workplace exhibit threatening, harassing, or violent behaviour. Security guards will have appropriate de-escalation and proactive violence prevention skills and training. The employer will ensure all security guards are properly resourced with personal protective and other equipment needed to perform their duties.

### Article XX – NOTIFICATION OF EMERGENCY INCIDENT

The employee co-chair of the health and safety committee (or other member representing the impacted bargaining unit) will be immediately notified of an incident of violence by the employer, with a written report to follow within 48-hours.

### Article XX – INVESTIGATION OF EMERGENCY INCIDENT

A joint investigation that includes the development of recommendations, will be completed by the employer and health and safety committee within one (1) week following an incident, unless the complexity of the case requires longer.

### Article XX – REMEDY WITHOUT DELAY

#### XX.01

The employer will correct any unsafe conditions as soon as reasonable. If there is a delay to the implementation of a permanent control measure, a temporary control measure will be implemented until a permanent solution is found.

### Article XX – REPORTING UNSAFE CONDITIONS

Whenever an employee observes what appears to be an unsafe or harmful condition or act, they must report it as soon as possible to their supervisor or the employer. The person receiving the report from the employee, the Union, or the health and safety committee must investigate the reported unsafe condition or act and must ensure that any necessary corrective action is taken immediately.

### Article XX – NO DISCRIMINATORY ACTION, REPRISALS, OR CLAIMS SUPPRESSION

#### XX.01

The employer will not take any type of discriminatory action or reprisal or engage in Workers' Compensation Board claims suppression for any complaint, concern, action, or effort by an employee who has been subjected to violence, witnessed violence, is acting on behalf of the Union, or is a health and safety committee member.



## Article XX – POST-INCIDENT PROCEDURES

### XX.01

The employer will develop a critical incident defusing/debriefing protocol with employees or external professionals with the appropriate qualifications, skills, training, or experience to assist employees who have experienced or witnessed violence in the workplace.

### XX.02

If there is an incident of violence in the workplace, the employer will engage all employees affected by the incident in a critical incident debriefing, including those who witnessed the incident. If an employee requires time off to attend the debriefing, it will be without a loss of pay.

The employer will make available the services of a licensed health professional to all affected employees for treatment, counselling, or referral if the employee reports an injury or adverse symptom resulting from workplace violence, or exposure to workplace violence.

Employees subjected to or witnessing workplace violence will be entitled to employer paid time off for recovery from related mental and physical injuries, including a gradual return to work where required.

### XX.03

#### **Note for bargaining:**

Where an EAP program is not provided by the employer, your local could try to negotiate a clause into the collective agreement that calls on the employer to reimburse all employees affected by workplace violence for counselling sessions with a licensed counsellor of the employee's choice.

The employer will provide immediate EAP support to each employee affected by an incident of workplace violence.

### XX.04

The employer will document all incidents of workplace violence and share the reports with the health and safety committee.

### XX.05

The employer will investigate all incidents of violence. The purpose of the investigations will be to determine the cause of the incident, the working conditions that permitted the incident to occur, and the actions needed to prevent reoccurrence.

Investigations into incidents of violence will be the purview of the employer, the Union, and the health and safety committee.

## Article XX – INTERPERSONAL VIOLENCE

### XX.01

The employer will identify a contact person in the organization who will be trained in interpersonal violence recognition, prevention, risk assessments, risk management, and privacy issues. All employees will be advised of this person's name and contact information on an annual basis, or more frequently as required (e.g., if there is a change in personnel).

The employer contact person will meet with an employee experiencing interpersonal violence to discuss safety planning in the workplace for the employee and staff as a whole. The employee may bring a support person or union representative to the meeting.

## XX.02

No adverse action or disciplinary action, including Letters of Expectation, will be taken against employees if their attendance or work performance is affected by interpersonal violence.

## XX.03

### **Note for bargaining:**

For comparison, the 10 days of paid leave, 17 additional weeks of unpaid leave, and subsequent two sections were bargained into the collective agreement of CUPE 2348.

### **Note for bargaining:**

The language “or who has a dependent who has experienced or been threatened with domestic violence from someone with whom the employee has or had an interpersonal relationship” has been added to the language found in the collective agreement of CUPE 2348. This additional language is based on the collective agreements of federal public servants working across Canada in departments and agencies of the core public administration.

### **Note for bargaining:**

Be sure to consult your jurisdiction’s relevant Employment Standards legislation to see how the interpersonal violence leave provisions contained therein compare to those bargained by CUPE 2348. For example, under the Employment Standards Act in Ontario, workers who have been employed for at least 13 consecutive weeks are entitled up to 10 individual days and up to 15 weeks of leave in a calendar year. However, only the first 5 days of each calendar year are paid, and the rest are unpaid, so the language below is stronger than that provided in Ontario’s legislation.

An employee who has experienced or been threatened with interpersonal violence or who is the parent of a dependent child who has experienced or been threatened with domestic violence from someone with whom the employee has or had an interpersonal relationship will be granted up to ten (10) days of paid leave per calendar year. A child includes a stepchild, child under legal guardianship, or foster child under 18. Employees can take paid leave days in full or partial days and they do not need to be taken all at once. Employees are also entitled to take up to seventeen (17) weeks of additional unpaid leave. The leave does not have to be taken all at once; it can be used throughout the year as needed by the employee. Only time spent away from work will be considered leave time.

The employer will maintain confidentiality in respect to all matters related to an employee’s leave under this clause. The employer will not disclose any information relating to the leave to anyone except when another employee requires the information to carry out their duties, or is required by law, or with the consent of the concerned employee.

The parties understand that interpersonal violence can affect all workers in the workplace and will work together to enhance workers’ health and safety should such a disclosure occur. The parties agree to meet to discuss safety planning at the workplace for the individual and staff as a whole. The parties agree that a support person or union representative may be present at such meetings. All information will be treated as confidential and will only be shared as agreed.



## Article XX – WORKPLACE VIOLENCE POLICIES AND PROCEDURES AUDIT

### XX.01

The parties agree that within sixty (60) days of the ratification of this agreement, the employer, with the participation of the health and safety committee, will audit the health and safety and workplace violence policies and procedures to demonstrate that the policies and procedures are implemented and effective. A copy of the audit results that demonstrate compliance and highlight non-conformance, will be provided to the health and safety committee for review and recommendations.

### XX.02

Policies and procedures will be updated as required after the employer conducts the audit.

## GENERAL HEALTH AND SAFETY CLAUSES

### Note for bargaining:

These clauses are very important and should be bargained into the collective agreement if they are not already there. However, they should not be included as part of the language on the prevention of violence and harassment. Instead, they should be bargained into the agreement's general health and safety articles.

## Article XX – HEALTH AND SAFETY COMMITTEE EDUCATION AND TRAINING

The health and safety committee education and training will be paid in accordance with the terms of this Agreement and will include:

- a) The role of the health and safety committee within the employer's overall occupational health and safety program including:
  - i) How to be an effective representative of employee occupational health and safety concerns.
  - ii) How to promote occupational health and safety throughout the workplace and prepare for health and safety meetings.
  - iii) The rights of information access granted to the health and safety committee.
  - iv) The requirement of the health and safety committee to maintain the confidentiality of all personal employee information that is presented to them.
- b) Hazard recognition and control, including understanding:
  - i) The difference between risk and hazard.
  - ii) The range of hazards.
  - iii) Mechanisms for assessing and controlling hazard exposures, including the hierarchy of controls.
  - iv) The methods for assessing the effectiveness of programs and implemented control measures.
- c) Incident investigation including:
  - i) The role of the health and safety committee when participating in an investigation.
  - ii) Review of root cause analysis, summary findings, recommendations and action plans by the health and safety committee and the employer.
  - iii) Incident causation models and how they can be applied in the workplace.
- d) Review of relevant legislation, regulations, policies, guidelines, standards, and codes.
- e) Conducting workplace inspections including:
  - i) How to identify and report hazards and hazardous situations.
  - ii) How to make recommendations for hazard elimination and risk control.
- f) Preparing recommendations to the employer and health and safety committee including:
  - i) Drafting recommendations for the overall improvement of health and safety in the workplace.
  - ii) Identifying responsibilities for reporting and receiving responses on recommendations.
- g) Participation in work refusals including understanding all applicable occupational health and safety legislation, regulations, policies, and guidelines, including the process for the involvement of the health and safety committee in a work refusal.
  - ▶

- h) Evaluation and auditing of the health and safety committee.
- i) Communication skills including writing recommendations, general correspondence, and workplace inspection reports.

## Article XX – REFUSAL OF UNSAFE WORK

### Note for bargaining:

CUPE health and safety strongly recommends against bargaining the steps of the right to refuse process into your collective agreement because it could impact your ability to access redress through your occupational health and safety legislation. Be sure to consult your jurisdiction's legislation for reporting requirements.

### XX.01

Employees have the right to refuse unsafe work. If an employee has cause to believe that performing a job or task puts them or someone else at risk, they must not perform the job or task. The employee will immediately notify their supervisor or the employer, who will then immediately correct the situation.

### XX.02

#### Note for bargaining:

This clause is intended for locals in Alberta since committees are not currently legislatively required to participate in right to refuse investigations.

When a right to refuse is reported to the employer, an employee member of the health and safety committee who represents the worker who is refusing, will participate in any required investigation. Where the hazard has been resolved to the satisfaction of the worker without an investigation, a report detailing the hazard and the resolve will be provided to the committee within seven (7) days.