

SENATE



SÉNAT

CANADA

## REQUEST FOR PROPOSAL (RFP)

**Subject:****Designated Recipient services**For further details, please refer to the Statement of Work attached as **Annex "A"** of this document.**Issue Date:**

April 16, 2021

**Closing Date and Time:**

May 7, 2021 at 11:00 am EDT

**RFP No:**

SEN-003 21/22

### SENATE INFORMATION

**For all enquiries the contracting authority is:**

**Contact:** Kelly Shields  
**Title:** Senior Procurement Officer  
**Address:** 40 Elgin Street, Room 1163  
 Ottawa, ON K1A 0A4, Canada  
**Telephone no:** 613-995-8888  
**E-mail:** [Proc-appr@sen.parl.gc.ca](mailto:Proc-appr@sen.parl.gc.ca)

Bids can be delivered by **e-mail only** to the address of the contracting authority below.**E-mail:** [Proc-appr@sen.parl.gc.ca](mailto:Proc-appr@sen.parl.gc.ca)**PLEASE MARK ALL CORRESPONDANCE WITH THE RFP NUMBER INDICATED ABOVE.**

### BIDDER SIGNATURE BLOCK

The bidder offers and agrees to provide the Senate of Canada, upon the terms and conditions set out herein, including attachments to this document, the services listed herein and on any attachment at the prices (s) set out, therefore.

The bidder must have the legal capacity to contract. If the bidder is a sole proprietorship, a partnership or a corporate body, the bidder must provide, if requested by the contracting authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.

Name of Firm:

Name of Representative:

Authorized Signature:

Date:

Position Title:

Email Address:

Telephone Number:

Fax Number:

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The RFP is divided into six (6) parts, four (4) annexes and one (1) appendix, as follows:

- Part 1 General Information: provides a general description of the requirement.
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the RFP;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract, the Annexes, Basis of Payment, and any other annexes;
- Part 6 Terms of Work and Payment;
- Annex A Statement of Work;
- Annex B Basis of Payment;
- Annex C Language Proficiency;
- Annex D Direct Deposit Form;

Appendix A: Senate Harassment and Violence Prevention Policy.

### 2. Summary

- I. The Senate of Canada (Senate) is seeking to establish a contract for designated recipient services as defined in Annex "A" - Statement of Work for a period of one year from signature of contract, with two option years.

### 3. Debriefings

- I. Bidders may request a debriefing on the results of the RFP process. Bidders should make the request to the contracting authority within **five (5) working days** of receipt of the results of the RFP process. The debriefing may be in writing, by telephone or in person.

### 4. Bid Submission Language

Submissions will be accepted in either English or French.

### 5. Key Terms and Definitions

Terms	Definitions
Account Manager	Employee of the contractor who manages the relationship between the Senate of Canada and the contractor.
Bidder	Person or entity submitting a bid to perform a contract for the purchase of services. It does not include the parent, subsidiaries or other affiliates of the bidder, or its subcontractors.
Contract Price	Amount expressed in the contract to be payable to the contractor for the finished work.
Contracting Authority	Person designated in this RFP and any resulting contract, or by notice to the bidder, to act as the representative of the Senate of Canada in any resulting contract.
Day	Working day unless otherwise specified.
Senate	Senate of Canada.
SOW	Whole of the goods/services, materials, matters and things required to be done, furnished and performed in order to carry out the contract, including all services to be delivered.
RFP	Request for Proposal.
Responsive Bid	Bid that complies with the RFP and all prescribed requirements.
Work	As per defined in the SOW.

## PART 2 – BIDDER INSTRUCTIONS

### 1. Prelude

- I. The Senate of Canada invites “bidders” to respond to this Request for Proposal (RFP) to provide designated recipient services as described in Annex “A” – Statement of Work (SOW) set forth in this RFP.

### 2. Signature Requirement

- I. Page 1 of this RFP must be completed, signed, dated and returned with your mandatory requirements bid thereby acknowledging having read, understood and accepted the complete bid package and all addendums issued.
- II. The Chief Executive Officer or a designate that has been authorized to commit the bidder to contracts must sign the RFP.
- III. Failure to sign the cover page may result in the disqualification of the bid.

### 3. Irrevocable Bids

- I. Bids will remain open for acceptance for a period of not less than **ninety (90) days** from the closing date of the RFP.
- II. The Senate of Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of **five (5) days** before the end of the bid validity period. If the extension is accepted by all responsive bidders, the Senate of Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, the Senate of Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the bid.

### 4. Cost Related to the Preparation of Bids

- I. No direct or indirect payment will be made for costs that may be incurred relative to the preparation or submission of a bid in response to this RFP. All electronic documents shall become the property of the Senate of Canada and will not be returned.

### 5. Joint Venture

- I. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred to as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - a. the name of each member of the joint venture;
  - b. the Procurement Business Number of each member of the joint venture;
  - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - d. the name of the joint venture, if applicable.
- II. If the information is not clearly provided in the bid, the bidder must provide the information on request from the contracting authority.
- III. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The contracting authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFP and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally liable for the performance of any resulting contract.

### 6. Enquiries and Communications

- I. The contracting authority for all enquiries and other communications regarding this RFP is stated on the cover page of this document. All communications or enquiries must be directed **ONLY** to this person. Non-compliance with this condition for that reason alone may result in the disqualification of the bidder’s bid.
- II. Enquiries regarding this RFP must be received by e-mail at: [Proc-Appr@sen.parl.gc.ca](mailto:Proc-Appr@sen.parl.gc.ca) by the contracting authority **no later than April 28, 2021 at 11:00 am EDT**. Enquiries received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable the Senate of Canada to provide an accurate answer. Enquiries that are of a proprietary nature must be clearly marked “proprietary” at each relevant item. Items identified as “proprietary” will be treated as such except where the Senate of Canada

determines that the enquiry is not of a proprietary nature. The Senate of Canada may edit the question(s), or may request that the bidder do so, in order to remove the proprietary elements of the question(s), and the enquiry can be answered for all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by the Senate of Canada.

- III. To ensure the equality of information among bidders, answers to enquiries which are relevant to the RFP will be provided to all bidders simultaneously via buyandsell without revealing the sources of the inquiry.

## **7. Provision of False or Incorrect Information**

- I. The Senate of Canada will reject any bids found to contain false, incorrect or misleading information. It is the responsibility of the bidder to ensure that all information provided is accurate, clear and easily understood. Furthermore, the Senate of Canada may refer cases of fraudulent misrepresentation to the Royal Canadian Mounted Police for potential criminal investigation.

## **8. Price Justification**

- I. In the event that only a single responsive bid is received, the bidder must provide any price justification document(s) requested by the Senate. Price justification documents may include one or more of the following:
  - a. a copy of paid invoices for similar services provided to other clients;
  - b. a price breakdown showing the cost of direct labour and profit; and
  - c. price or rate certifications.

## **9. Conflict of Interest – Unfair Advantage**

- I. In order to protect the integrity of the procurement process, bidders are advised that the Senate of Canada may reject a bid in the following circumstances:
  - a. if the bidder, any of its affiliates or subcontractors, any of their respective employees or former employees were involved in any manner in the preparation of the RFP or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the bidder, any of its affiliates or subcontractors, any of their respective employees or former employees had access to information related to the RFP that was not available to other bidders and that would, in the Senate's opinion, give or appear to give the bidder an unfair advantage.
- II. The experience acquired by a bidder who is providing or has provided the services described in the RFP (or similar services) will not, in itself, be considered by the Senate as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
- III. Where the Senate intends to reject a bid under this section, the contracting authority will inform the bidder and provide them with an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the contracting authority before bid closing. By submitting a bid, the bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The bidder acknowledges that it is within the Senate's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

## **10. Ownership of RFP documents**

- I. This RFP and all supporting documentation have been prepared by the Senate and remain the sole property of the Senate, Ottawa, Canada. The information is provided to the bidder solely for its use in connection with the preparation of a response to this RFP and shall be considered to be proprietary and confidential information of the Senate. These documents are not to be reproduced, copied, loaned or otherwise disclosed directly or indirectly, to any third party except those of its employees having a need to know for the preparation of the bidders response, and the bidder further agrees not to use them for any purpose other than that for which they are specifically furnished.

## **11. Funding Approvals**

- I. Bidders should note that all contract awards are subject to the Senate of Canada's internal approval process which includes the requirement of obtaining internal approvals should funding requirements exceed internal budgets for any proposed contract. Despite the fact that a bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to the Senate of Canada's internal policies. If approval is not granted, a contract cannot be awarded.

## **12. Applicable Laws**

- I. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario**.

### 13. Level of Security

- I. The level of security clearance required by everyone working on any resulting contracts shall be "**Site Access**". A credit check can be performed when the duties or tasks to be performed require it or in the event of a criminal record based on the type of offense. The Senate reserves the right to raise the level of the required security clearance as needed.

## PART 3 – BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

The Senate of Canada requests that bidders provide their bid in separate electronic files in a single transmission as follows:

- File I: Mandatory Criteria (one soft copy in PDF format) and Page 1 of the RFP signed
- File II: Technical Bid (one soft copy in PDF format)
- File III: Financial Bid – Annex “B” – Basis of Payment (one soft copy in PDF format)
- File IV: Annex «D» - Direct Deposit Form (one soft copy in PDF format)

The Senate of Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- a. Use a numbering system that corresponds to the RFP.

Bidders must quote the RFP number as part of the subject line in their bid submission.

Prices must appear in the financial bid only. **Prices indicated in any other section of the bid will result in the disqualification of the bid.**

The Senate of Canada will not be responsible for any failure attributable to the transmission or receipt of the email bid. The Senate of Canada will send a confirmation email to the bidders when the submission is received.

#### **File I: Mandatory Criteria**

- I. In the Mandatory Criteria Section of their bid, bidders should clearly indicate how they meet each of the Mandatory Criteria outlined in Part 4 – Evaluation Procedures and Basis of Selection.

#### **File II: Technical Bid**

- I. In their Technical Bid, bidders should demonstrate their understanding of the requirements contained in the RFP and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise, and clear manner for carrying out the work.
- II. The Technical Bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the RFP is not sufficient. In order to facilitate the evaluation of the bid, the Senate of Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### **File III: Financial Bid - Annex “B” – Basis of Payment**

- I. Pricing must include all requirements as set forth in the RFP.
- II. Bidders must submit their Financial Bid, in Canadian funds, in accordance with Annex “B” - Basis of Payment.

#### **File IV: Annex “D” – Direct Deposit Form**

- I. Bidders must complete, sign and return Annex “D” – Direct Deposit Form with their bid.



## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- I. Bids will be assessed in accordance with the entire requirement of the RFP, including the mandatory criteria, technical criteria and financial bid.
- II. The Senate of Canada shall conduct the RFP process in a fair manner and will treat all bidder's equally. Objective standards and evaluation criteria will be applied uniformly to all bidders.
- III. An evaluation team composed of representatives of the Senate of Canada will evaluate the bids.
- IV. It is the responsibility of the bidder to ensure that their bid is clear and complete. The Senate of Canada reserves the right to contact any bidder during the evaluation of bids to obtain clarifications. If the Senate of Canada seeks clarification or verification from the bidder about its bid, the bidder will have **two (2) working days** (or a longer period if specified in writing by the contracting authority) to provide the necessary information to the Senate of Canada. Failure to meet this deadline will result in the bid being declared non-responsive and will receive no further consideration.

### 2. Basis of Selection

A bid must comply with all the requirements of the RFP. If it is determined that a bid does not comply with any of the requirements of the RFP, such bid will be deemed non-responsive and will not be given further consideration.

The evaluation and selection process will be conducted in the following phases:

- Phase 1 – Mandatory Criteria
- Phase 2 – Technical Merit – Rated Evaluation
- Phase 3 – Virtual Interview – Rated Evaluation
- Phase 4 – Determination of Highest-Ranked Bidder

#### **Phase 1 – Mandatory Criteria**

In Phase 1, all bids will be evaluated for their compliance with the mandatory criteria. Any bid that fails to meet any of the mandatory criteria will be deemed non-responsive and will not be given further consideration.

#### **Phase 2 – Technical Merit - Rated Evaluation**

In Phase 2, the bids that are deemed responsive in Phase 1 will be evaluated against the rated technical criteria. If any Phase 2 bid does not obtain the required minimum overall points for the technical evaluation criteria, such bid will not be given further consideration.

#### **Phase 3 – Interview**

In Phase 3, the top three (3) responsive bidders after the completion of Phases 1 and 2 will be invited to a virtual interview. (The questions and evaluation criteria will be communicated to those bidders at a later date.) Bids that do not obtain the required minimum overall points for the interview will not be given further consideration.

#### **Phase 4 – Determination of Highest-Ranked Bidder**

A combined evaluation score for those bids deemed responsive in Phases 1, 2 and 3 will be determined in accordance with the following formula:

$$\begin{array}{r}
 \text{Total Technical and Interview} \\
 \text{Rating x 80} \\
 \hline
 \text{-----} + \frac{\text{Lowest price received x 20}}{\text{Bidder's price}} = \text{Combined Total Score}
 \end{array}$$

Ties between bids will be settled by a coin toss.

### 3. Mandatory Criteria (Phase 1)

- I. Bidders must ensure full compliance with the mandatory requirements as described in the table found below. Failure to clearly demonstrate full compliance or provide supporting documentation will result in the disqualification of the bid.
- II. Bidders must include the Mandatory Criteria table as an Appendix in their bid and ensure that the page and paragraph number in the bidders' bid is indicated in the column entitled "Cross Reference" for all mandatory information included.
- III. Bidders **must meet all the mandatory requirements** of the RFP. No further consideration will be given to bidders not meeting all the mandatory criteria.

The mandatory criteria are:

<b>MANDATORY CRITERIA TABLE</b>			
<b>Mandatory Criteria</b>	<b>Submission Requirements</b>	<b>Met / Not Met</b>	<b>Cross Reference</b>
<p><b>M1. Bidder's Experience</b></p> <p>The bidder must demonstrate</p> <ul style="list-style-type: none"> <li>• ten (10) years of experience in harassment and violence prevention and in the resolution of occurrences of harassment and violence within the last fifteen (15) years, including at least five (5) years providing services to a public sector organization; and</li> <li>• experience completing at least twenty (20) investigations of varying complexity in relation to harassment and violence in the workplace within the last ten (10) years.</li> </ul> <p>For the purposes of this criterion, <i>public sector</i> refers to a federal or provincial department, ministry or agency, as well as to a municipal or local government.</p>	<p>In order to meet this mandatory criterion, the bidder must provide the following:</p> <ul style="list-style-type: none"> <li>• a statement indicating compliance with the mandatory criterion; and</li> <li>• a brief statement describing how the nature of work completed is similar in nature to the services requested in the "Annex A – Statement of Work".</li> </ul> <p>All information requested must be provided under Mandatory Criteria (M1) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		
<p><b>M2. Bidder's Meeting-Space</b></p> <p>The bidder must demonstrate it has access to a confidential meeting-space that complies with accessibility requirements provided by law and is located outside the parliamentary precinct within the downtown core of the City of Ottawa.</p>	<p>In order to meet this mandatory criterion, the bidder must provide the following:</p> <ul style="list-style-type: none"> <li>• a statement confirming compliance with the mandatory criterion;</li> <li>• the address of the proposed meeting-space; and</li> <li>• a statement that the meeting-space complies with accessibility requirements required by law.</li> </ul> <p>All information requested must be provided under Mandatory Criteria (M2) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		

<b>MANDATORY CRITERIA TABLE</b>			
<b>Mandatory Criteria</b>	<b>Submission Requirements</b>	<b>Met / Not Met</b>	<b>Cross Reference</b>
<p><b>M3. Bidder’s Hotline and Email for Intake of Notices of an Occurrence</b></p> <p>The bidder must demonstrate that:</p> <ul style="list-style-type: none"> <li>it has the capacity to establish a confidential hotline and email address for the purposes of receiving notices of an occurrence;</li> <li>the hotline and email address can be answered and monitored by experienced resources in both official languages every business day from 9 am to 5 pm;</li> <li>communications through the hotline or email can be responded to within 24 hours;</li> <li>the confidential email address can leverage a domain owned email address and is not a free email service provider.</li> </ul>	<p>In order to meet this mandatory criterion, the bidder must provide the following:</p> <ul style="list-style-type: none"> <li>a statement indicating compliance with the mandatory criterion;</li> <li>the domain of the proposed confidential email address.</li> </ul> <p>All information requested must be provided under Mandatory Criteria (M3) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		
<p><b>M4. Bidder’s Case Management System and Reporting</b></p> <p>The bidder must demonstrate that:</p> <ul style="list-style-type: none"> <li>it has secured systems in place to keep records of requests for information and to track notices of an occurrence provided under the Policy and their status;</li> <li>it can collect relevant statistical data, as described in the Annex “A” - Statement of Work, and provide periodic reports on trends in relation to requests for information and notices of an occurrence of harassment and violence in the workplace provided to the designated recipient.</li> </ul>	<p>In order to meet this mandatory criterion, the bidder must provide the following:</p> <ul style="list-style-type: none"> <li>a statement indicating compliance with the mandatory criterion;</li> <li>a description of the IT and physical controls in place to ensure the security of the system.</li> </ul> <p>All information requested must be provided under Mandatory Criteria (M4) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		
<p><b>M5. Bidder’s Satisfaction Survey</b></p> <p>The bidder must demonstrate that:</p> <ul style="list-style-type: none"> <li>it has a system in place to issue a confidential client satisfaction survey to each person who contacts the designated recipient for assistance at the conclusion of each request for information or process initiated with a notice of an occurrence.</li> </ul>	<p>In order to meet this mandatory criterion, the bidder must provide the following:</p> <ul style="list-style-type: none"> <li>a statement indicating compliance with the mandatory criterion.</li> </ul> <p>All information requested must be provided under Mandatory Criteria (M5) in your submission.</p> <p>Failure to provide this information may result in your bid being given no further consideration.</p>		
<p><b>M6. Principal Resource</b></p> <p>The bidder must designate an individual as the bidder’s principal resource for the work. That person will be the principal point of contact for all matters related to the requested services. The principal resource must possess <b>ten (10) years</b> of work</p>	<p>In order to meet this mandatory criterion, the bidder must provide the following:</p> <ul style="list-style-type: none"> <li>the name and contact information (phone or email) of the principal resource; and</li> </ul>		

<b>MANDATORY CRITERIA TABLE</b>			
<b>Mandatory Criteria</b>	<b>Submission Requirements</b>	<b>Met / Not Met</b>	<b>Cross Reference</b>
<p>experience in the provision of similar services within the past <b>fifteen (15) years</b>.</p> <p>Five of these years of experience must have occurred within the <b>five (5) years</b> immediately preceding the bid closing date and all these years of experience must have been acquired performing work for a public sector organization.</p> <p>For the purposes of this criterion, <i>public sector</i> refers to a federal or provincial department, ministry or agency, as well as to a municipal or local government.</p> <p>The principal resource's work experience encompasses resolving occurrences of harassment and violence, conducting investigations, conflict resolution interventions, mediations, workplace climate assessments and providing coaching to individuals.</p>	<ul style="list-style-type: none"> <li>a detailed and current curriculum vitae for the principal resource that includes a detailed summary of relevant work experience and the years when such work was completed.</li> </ul> <p>All information requested must be provided under Mandatory Criterion (M6) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		
<p><b>M7. Additional Resource(s)</b></p> <p>The bidder must identify one or more additional resources that must be available to provide the requested services if the principal resource is absent (for instance because of an illness or vacations) or is in a conflict of interest in relation to an occurrence of harassment and violence under this contract.</p> <p>These additional or substitute resources must possess <b>ten (10) years</b> of work experience in the resolution of occurrences of harassment and violence, conducting investigations, conflict resolution interventions, mediations, workplace climate assessments and/or providing coaching to individuals.</p> <p>Five of these years of experience must have occurred within the <b>five (5) years</b> immediately preceding the bid closing date and all these years of experience must have been acquired performing work for a public sector organization.</p> <p>For the purposes of this criterion, <i>public sector</i> refers to a federal or provincial department, ministry or agency, as well as to a municipal or local government.</p>	<p>In order to meet this mandatory criterion, the bidder must provide the following:</p> <ul style="list-style-type: none"> <li>name and contact information (phone or email) of the additional or substitute resource(s); and</li> <li>a detailed and current curriculum vitae for the additional or substitute resource(s) that includes a detailed summary of relevant work experience and the years when such work was completed.</li> </ul> <p>All information requested must be provided under Mandatory Criteria (M7) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		
<p><b>M8. References</b></p> <p>The bidder must provide <b>three (3) references</b> for whom harassment and violence occurrence resolution services were provided in the last two (2) years involving the proposed principal resource and of which at least two (2) references are from a public sector organization.</p> <p>For the purposes of this criterion, <i>public sector</i> refers to a federal or provincial</p>	<p>In order to meet this mandatory criterion, the bidder must provide the following information for each reference:</p> <ul style="list-style-type: none"> <li>the name of the organization for which the work was performed;</li> <li>the name of the project lead within the organization for which the work was performed;</li> </ul>		

<b>MANDATORY CRITERIA TABLE</b>			
<b>Mandatory Criteria</b>	<b>Submission Requirements</b>	<b>Met / Not Met</b>	<b>Cross Reference</b>
<p>department, ministry or agency, as well as to a municipal or local government. This mandatory criterion will be evaluated under rated criteria <b>R2</b>.</p> <p>The Senate of Canada may contact the project lead for each of the three (3) references provided to confirm that the work was completed in a satisfactory manner.</p> <p><b>Note:</b> The Senate of Canada cannot be used as a reference.</p>	<ul style="list-style-type: none"> <li>• the current email address and/or current telephone number for the project lead;</li> <li>• the start and end date of the work performed;</li> <li>• a detailed summary of the work performed; and</li> <li>• a summary of feedback or evaluation results from the organization for which the work was performed, if available.</li> </ul> <p>All information requested must be provided under Mandatory Criteria (M8) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		
<p><b>M9. Language</b></p> <p>The proposed principal resource and the additional resource(s) must meet the Advanced language proficiency level as described in Annex “C” - Language Proficiency (Advanced) in both official languages.</p>	<p>In order to meet this mandatory criterion, the bidder must provide:</p> <ul style="list-style-type: none"> <li>• a statement indicating compliance with the mandatory criterion.</li> </ul> <p>All information requested must be provided under Mandatory Criteria (M9) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		
<p><b>M10. Information Security – Data Residency</b></p> <p>The Bidder must provide assurance that all Senate data, including backup copies, will be stored in Canada.</p>	<p>In order to meet this mandatory criterion, the bidder must provide:</p> <ul style="list-style-type: none"> <li>• a statement indicating compliance with the mandatory criterion.</li> </ul> <p>This information must be provided under Mandatory Criteria (M10) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		
<p><b>M11. Information Security – Data Breach Notification</b></p> <p>The bidder must provide assurances that any data breach affecting Senate data will immediately be communicated to the Senate of Canada.</p>	<p>In order to meet this mandatory criterion, the bidder must provide:</p> <ul style="list-style-type: none"> <li>• a statement indicating compliance with the mandatory criterion.</li> </ul> <p>This information must be provided under Mandatory Criteria (M11) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		

<b>MANDATORY CRITERIA TABLE</b>			
<b>Mandatory Criteria</b>	<b>Submission Requirements</b>	<b>Met / Not Met</b>	<b>Cross Reference</b>
<p><b>M12. Information Security – Encryption – Data at Rest</b></p> <p>The bidder must ensure all data containing sensitive Senate information is encrypted. This includes computers, external storage and portable devices.</p>	<p>In order to meet this mandatory criterion, the bidder must provide:</p> <ul style="list-style-type: none"> <li>a statement indicating compliance with the mandatory criterion.</li> </ul> <p>This information must be provided under Mandatory Criteria (M12) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		
<p><b>M13. Information Security – Encryption – Data in Transit</b></p> <p>The bidder must ensure all data containing sensitive Senate information is encrypted while in transit. This includes any information transfer and electronic correspondence between the designated recipient and the Senate, and between the designated recipient and authorized investigators.</p>	<p>In order to meet this mandatory criterion, the bidder must provide:</p> <ul style="list-style-type: none"> <li>a statement indicating compliance with the mandatory criterion.</li> </ul> <p>This information must be provided under Mandatory Criteria (M13) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		
<p><b>M14. Information Security – Return and Destruction of Senate Data</b></p> <p>The bidder must provide assurance that, upon termination of the contract, all Senate data will be provided to the Senate of Canada in a useable format and wiped from the contractor's system and backups once the Senate confirms receipt of all Senate data.</p>	<p>In order to meet this mandatory criterion, the bidder must provide:</p> <ul style="list-style-type: none"> <li>a statement indicating compliance with the mandatory criterion.</li> </ul> <p>This information must be provided under Mandatory Criteria (M14) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		
<p><b>M15. Acceptance of resulting contract clauses</b></p> <p>The bidder must confirm that, should they be the successful bidder, they accept the resulting contract clauses outlined in Part 5 — Resulting Contract Clauses</p>	<p>In order to meet this Mandatory requirement, the bidder must provide</p> <ul style="list-style-type: none"> <li>a statement indicating compliance with the mandatory requirement.</li> </ul> <p>All information requested must be provided under Mandatory Criteria (M15) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		

#### 4. Rated Evaluation Criteria (Phase 2)

- I. Bids that do not clearly meet all the mandatory criteria set forth in this RFP and do not attain a minimum of **84 points** for the requirements which are subject to the evaluation criteria point rating will receive no further consideration.
- II. Price is only one criterion in the evaluation of bids. The Senate of Canada is seeking best overall value and will evaluate bids on a point rating system based on evaluation criteria.

- III. The bidder must include the Point Rated Technical Criterion table in their bid and ensure that the page and paragraph number in the bidders' Appendix is indicated in the column entitled "Cross Reference" for all rated information included.
- IV. Bidders must include all information relating to the criteria in the bidder's Technical Bid. All information contained within the bidder's Technical Bid must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the bid.

The rated evaluation criteria are:

<b>TECHNICAL EVALUATION CRITERIA</b>		
<b>TECHNICAL MERIT Point Rated Technical Criterion</b>	<b>Maximum No. of Points Available</b>	<b>Cross Reference Section</b>
<p><b>R1. Bidder's Experience</b></p> <p>The bidder must demonstrate their experience in resolving occurrences of harassment and violence, conducting investigations, offering conflict resolution services, mediations, conducting workplace climate assessments and providing coaching to individuals in Canadian private and public sector organizations.</p> <p>The bidder must demonstrate their experience and skill in these areas by providing at least <b>five (5) detailed examples</b> of previous work completed illustrating their ability to deliver support in the capacities noted above.</p> <p>At a minimum the examples must outline their ability to:</p> <ul style="list-style-type: none"> <li>• deliver a broad array of services in a neutral and impartial manner;</li> <li>• apply analytical and problem-solving skills to help direct individuals to the right resolution mechanism;</li> <li>• develop a relationship with the individuals serviced; and</li> <li>• deal with complex and sensitive harassment and violence cases.</li> </ul>	<p style="text-align: center;"><b>Maximum 75 points</b></p> <p><u>Each example submitted shall be rated on 15 points</u></p> <p><b>1-5 points:</b> Information provided demonstrates a minimal understanding that is relevant to the rated criteria.</p> <p><b>6-10 points:</b> Information provided demonstrates understanding for most but not all the elements of the rated criteria.</p> <p><b>11-15 points:</b> Rated criteria are dealt with in depth, shows the complexity and sensitivity of the issues managed and the information provided demonstrates a full range of in-depth understanding of all of the elements of the rated criteria.</p>	
<p><b>R2. References</b></p> <p>The references provided under M8 for whom harassment and violence occurrence resolution services were provided in the last two (2) years involving the proposed principal resource and of which at least two (2) references are from a public sector organization.</p> <p>For the purposes of this criterion, <i>public sector</i> refers to a federal or provincial department, ministry or agency, as well as to a municipal or local government.</p> <p>The bidder shall provide the following information:</p> <ul style="list-style-type: none"> <li>• the name of the organization for which the work was performed;</li> </ul>	<p style="text-align: center;"><b>Maximum 45 points</b></p> <p><u>Each reference submitted shall be rated on 15 points</u></p> <p><b>1-5 points:</b> The reference provided demonstrates a minimal similarity to the work requested in the SOW.</p> <p><b>6-10 points:</b> The reference provided demonstrates a similarity to the work requested in the SOW but not in all aspects.</p> <p><b>11-15 points:</b> The reference provided demonstrates a full similarity to the work requested in the SOW.</p>	

<b>TECHNICAL EVALUATION CRITERIA</b>		
<b>TECHNICAL MERIT Point Rated Technical Criterion</b>	<b>Maximum No. of Points Available</b>	<b>Cross Reference Section</b>
<ul style="list-style-type: none"> <li>• the name and title of the project lead within the organization for which the work was performed;</li> <li>• the current email address and/or current telephone number for the project lead;</li> <li>• the start and end dates of the work performed;</li> <li>• a detailed summary of the work performed; and</li> <li>• a summary of feedback or evaluation results from the organization for which the work was performed, if available.</li> </ul>		
<b>Total of all the point-rated technical criteria</b>	<b>120 points Maximum</b>	
<b>Minimum pass mark</b>	<b>84 points</b>	

#### 5. Virtual Interview – Rated Evaluation Criteria (Phase 3)

The top three (3) responsive bidders after the completion of Phases 1 and 2 will be invited to a virtual interview. The interviews will take place **the week of xx xx, 2021** (exact date and time to be confirmed) and will be presented using Information Technology (Teams or Zoom). The bidders will be given a minimum of three (3) days notice to prepare for the interview.

	<b>Interview Point Rated Interview Criterion</b>	<b>Maximum No. of Points Available</b>
1	<p>The bidder's principal resource will be interviewed by the Senate to confirm what was written in their bid and validate their experience in conducting the work described in the Annex A – Statement of Work.</p> <p>The bidder will be assessed on the basis of their:</p> <ul style="list-style-type: none"> <li>• strong communication and interpersonal skills;</li> <li>• ability to communicate effectively orally in both English and French;</li> <li>• solid examples of how they have successfully used conflict resolution, mediation, investigation or coaching skills to tactfully support a client through the resolution of a notice of an occurrence of harassment and violence.</li> </ul>	<b>40 Points</b>
	<b>Minimum pass mark</b>	<b>28 points</b>

#### 6. Determination of Highest-Ranked Bidder (Phase 4)

- I. The price of the bid will be evaluated in Canadian dollars, applicable taxes excluded.
- II. For bid evaluation and contractor selection purposes only, the evaluated price of the bid(s) will be determined in accordance with Annex "B" - Basis of Payment.



## PART 5 - RESULTING CONTRACT CLAUSES

The following clauses and conditions shall apply to and form part of any contract resulting from this RFP.

### 1. Appropriate Law

- I. This contract shall be governed by and construed in accordance with the laws in force in the province of **Ontario**.

### 2. Assignment

- I. The contract shall not be assigned in whole or in part by the contractor without the prior written consent of the Senate of Canada and any assignment made without that consent is void and of no effect.
- II. No assignment of the contract shall relieve the contractor from obligations under the contract or impose any liability upon the Senate of Canada.

### 3. Time is of the Essence

- I. Time is of the essence in this contract.
- II. Any delay by the contractor in performing the contractor's obligations under the contract which is caused by events beyond the contractor's control must be reported in writing to the Senate of Canada. This notice shall state the cause and circumstances of the delay. Furthermore, when requested to do so, the contractor shall deliver, in a form satisfactory to the Senate of Canada, a "work around plan" including alternative sources and any other means that the contractor will utilize to overcome the delay.
- III. Unless the contractor complies with the notice requirements set forth in the contract, any delays that would constitute an excusable delay shall be deemed not to be an excusable delay.
- IV. Notwithstanding that the contractor has complied with the notice requirements, the Senate of Canada may exercise any right of termination contained in the contract.

### 4. Indemnity against Claims

- I. Except as otherwise provided in the contract, the contractor shall indemnify and save harmless the Senate of Canada from and against any and all claims, damages, loss, costs and expenses which they may at any time incur or suffer as a result or arising out of:
  - a. any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be alleged to be caused by or suffered as a result of the carrying out of work or any part thereof; and
  - b. any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work in progress or finished work delivered to or in respect of which any payments have been made by the Senate of Canada.

### 5. Inspection and Acceptance

- I. All reports, deliverables, items, documents, goods and all services rendered under the contract are subject to inspection by the project authority or his/her representative. Should any report, document, good or services not be in accordance with the requirement of the Statement of Work and to the satisfaction of the project authority or his/her representative, as submitted, the project authority will have the right to reject it or require the correction at the sole expense of the contractor before recommending payment. The Senate of Canada reserves the right of access to any records resulting from this contract.

### 6. Termination of Contract

- I. The Senate of Canada may immediately terminate this contract if the contractor is for any reason unable to provide the services required under this agreement. Such termination notice shall be made in writing.
- II. The contract may be immediately terminated by the Senate of Canada if it is determined that the services provided by the contractor are not satisfactory. Such termination notice shall be made in writing.
- III. Either party may terminate this contract upon a **ten (10) days** written notice.
- IV. In the event that the contract is terminated prematurely, the contractor will be paid for work done.

## 7. Notice

- I. Any notice or other communication may be given in any manner and, if required to be in writing, shall be addressed to the party to whom it is intended at the address mentioned in the contract or at the last address where the sender has received written notice.
- II. Any notice or other communication given in writing in accordance with paragraph 7.I shall be deemed to have been received by either party:
  - a. if delivered personally, on the day that it was delivered;
  - b. if forwarded by mail, on the earlier of the day it was received or the sixth day after it was mailed;
  - c. if forwarded by facsimile or electronic mail, 24 hours after it was transmitted.
- III. A notice given under Termination of Contract shall be given in writing and, if delivered personally, shall be delivered, if the contractor is a sole proprietor, to the contractor.

## 8. Warranties

The contractor warrants that:

- I. it is competent to perform the work required under this contract and the contractor has the necessary qualifications, including the knowledge, skill and ability to perform the work effectively;
- II. it shall provide under this contract a quality of service at least equal to that which contractors generally would expect of a competent contractor in a like situation;
- III. it has complete authority to enter into this contract; and
- IV. all work commenced under this contract will be completed in full.

## 9. Records to be Kept by the Contractor

- I. The contractor shall keep proper accounts and records of the costs of work, services, and all expenditures or commitments made by the contractor including the invoices, receipts and vouchers. These accounts and records shall at reasonable times be open to audit and inspection by the authorized representatives of the Senate of Canada, who may make copies and take extracts therefrom.
- II. The contractor shall not dispose of the documents referred to herein without the written consent of the Senate of Canada, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of two (2) years following the completion of the work.

## 10. Confidentiality

- I. Any information of a character confidential to the affairs of the Senate of Canada, its members or any of its employees, agents or contractors to which the contractor or any of its employees, affiliates or subcontractors become privy as a result of services to be performed under this contract shall be treated as confidential during and after the performance of the work.

## 11. Safeguarding of Senate Information

- I. It is a **MANDATORY REQUIREMENT** of this contract that the contractor ensure or guarantee that all information provided under this contract be kept in Canada. If at anytime throughout the term of any resulting contract, the storage location of all information is no longer kept in Canada, the contractor shall notify the Senate of Canada contracting authority immediately in accordance with Section 7- Notice of this contract.

## 12. Rules and Regulations

- I. In its operation, the contractor and its employees will comply and abide by all lawful rules and regulations of the Senate of Canada which may be established from time to time, provided that no such rules or regulations shall inhibit the contractor from exercising its rights and duties hereunder.
- II. The contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offenses may result in a termination for default under the contract. If the contractor made a false declaration in its bid, makes a false declaration under the contract, fails to diligently maintain up-to-date the information herein requested, or if the contractor or any of the contractor's affiliates or subcontractors fail to remain free and clear of any acts or convictions specified herein during the period of the contract, such false declaration or failure to comply may result in a termination for default under the contract. The contractor understands that a termination for default will not restrict the Senate of Canada's right to

exercise any other remedies that may be available against the contractor and agrees to immediately return any advance payments.

### **13. Miscellaneous Restrictions**

- I. Under no circumstances shall the contractor use any stationery with Senate of Canada letterhead to conduct business under this agreement.
- II. It is the intention of the parties that the contract is for the performance of a service or services and that the contractor is engaged as an independent contractor providing services to the Senate of Canada and that the contractor's directors, officers, employees are not engaged as Senate employees and they are not subject to the terms and conditions of employment or privileges applicable to the employees of the Senate.
- III. No contractor or their staff can render services or benefit from payments under a contract with the Senate of Canada if they are a family member (as defined in the Senate Administrative Rules) of the end user or of someone in a similar position who has influence over the scope of work.

### **14. Subcontracts**

- I. The contractor must obtain the contracting authority's written consent before subcontracting or permitting the subcontracting of any part of the work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the work.
- II. In any subcontract, the contractor must, unless the contracting authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the contracting authority, not less favourable to the Senate of Canada than the conditions of the contract.
- III. Even if the Senate of Canada consents to a subcontract, the contractor is responsible for performing the contract and the Senate of Canada is not responsible to any subcontractor. The contractor is responsible for any matters or things done or provided by any subcontractor under the contract and for paying any subcontractors for any part of the work they perform.

### **15. No Implied Obligations**

- I. It is the intention of the parties that this agreement is for the provision of services. The contractor is engaged as an independent contractor providing services in accordance with this contract, to the Senate of Canada. The contractor's directors, officers, employees and agents are not engaged as Senate employees and are not subject to the terms and conditions of employment applicable to the employees of the Senate of Canada.

### **16. Performance**

- I. The contractor shall report the performance under this contract to the Senate of Canada in whatever format and frequency that the Senate of Canada may require.

### **17. Amendments to the Contract**

- I. No person other than the Manager of Procurement Services or their designate can amend this contract in any form. Any changes to the original contract must be made in writing.

### **18. Ownership of Intellectual and Other Property Including Copyrights**

- I. All intellectual property rights in any documents produced by the contractor in the performance of this contract, as well as any ownership rights to any information produced, belong to the Senate as soon as they come into existence. The contractor has no right in or to any such intellectual property rights in those documents, except any right that may be granted in writing by the Senate.

### **19. Conflict of Interest**

- I. The contractor declares that the contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the contractor shall declare it immediately to the Senate.
- II. It is a term of this contract that no former public office holder who is not in compliance with the *Conflict of Interest Act* shall derive a direct benefit from this contract.

### **20. Discrimination and Harassment in the Workplace**

- I. The contractor warrants that neither the contractor, the contractor's directors, the contractor's officers, nor the proposed resource(s) have suffered any judgments in regard to legislation pertaining to discrimination or harassment in the workplace.

- II. If judgments in regard to legislation pertaining to discrimination or harassment in the workplace are made against the contractor, the contractor's directors, the contractor's officers or any of the contractor's proposed resource(s) during the life of this contract, the Senate reserves the right to immediately terminate the contract. In such cases, the Senate will only be liable for payment for services performed. No other costs or fees will be due from or payable by the Senate.

## 21. Health and Safety

- I. The contractor, while working in the Senate workplace, must comply with the Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent-free work environment. Particularly this entails:
  - a. refraining from or minimizing the use of scented products while in the Senate workplace;
  - b. taking all reasonable measures to protect the health and safety of every employee and other person granted access to the workplace for work purpose; and
  - c. not smoking in any buildings or within the vicinity (or within 9 meters) of entrances, exits, windows or air intakes of Senate occupied buildings in the parliamentary precinct.
- II. If contractors breach those duties and responsibilities, corrective action will be taken which could include measures up to contract termination. The Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent-free work environment will be available upon request.

## 22. Advertisement

- I. The contractor shall not without prior written consent from the Senate, advertise or publicize any work performed for the Senate of Canada. Breach of this clause is considered to be a breach of confidentiality and will result in the removal of the contractor from Senate source files.

## 23. Entire Contract

- I. This contract constitutes the entire contract between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other contracts relating to it unless they are incorporated by reference in the contract.

## 24. Authorities

### I. Contracting Authority

The contracting authority for the contract is:

Kelly Shields  
Senior Procurement Officer  
Finance and Procurement Directorate  
The Senate of Canada  
40 Elgin Street, 11<sup>th</sup> floor  
Ottawa, ON K1A 0A4

Telephone: 613-995-8888  
E-mail: [Proc-appr@sen.parl.gc.ca](mailto:Proc-appr@sen.parl.gc.ca)

The contracting authority is responsible for the management of the contract and any changes to the contract must be authorized in writing by the contracting authority. The contractor must not perform work in excess of or outside the scope of the contract based on verbal or written requests or instructions from anybody other than the contracting authority.

### II. Project Authority

The project authority for the contract is:

Philippe Hallée  
Law Clerk and Parliamentary Counsel  
Office of the Law Clerk and Parliamentary Counsel  
Senate of Canada  
40 Elgin Street, 13<sup>th</sup> floor  
Ottawa, ON K1A 0A4

Telephone: 613-406-9231  
E-mail: [Philippe.Hallee@sen.parl.gc.ca](mailto:Philippe.Hallee@sen.parl.gc.ca)

The project authority is the representative of the sector for whom the work is being carried out under the contract and is responsible for the successful completion of the project. The project authority has the ultimate authority on all aspects for the project. The project authority has no authority to authorize changes to the scope of the work. Changes to the scope of the work can only be made through a contract amendment issued by the contracting authority.

### III. Contractor's Representative

The contractor's representative for the contract is:

Account Manager:

Name: xxxx  
Title: xxxx  
Phone: xxxx  
Email: xxxx

Backup:

Name: xxxx  
Title: xxxx  
Phone: xxxx  
Email: xxxx

### 25. Replacement of Specific Individuals

- I. If specific individuals are identified in the contract to perform the work, the contractor must provide the services of those individuals unless the contractor is unable to do so for reasons beyond its control.
- II. If the contractor is unable to provide the services of any specific individual identified in the contract, it must provide a replacement with better than or equivalent qualifications and experience. The replacement must meet the criteria used in the selection of the contractor and be acceptable to the Senate of Canada. The contractor must, as soon as possible, give notice to the contracting authority of the reason for replacing the individual and provide the name, qualifications and experience of the proposed replacement.
- III. The contractor must not, in any event, allow performance of the work by unauthorized replacement persons. The contracting authority may order that a replacement stop performing the work. In such a case, the contractor must immediately comply with the order and secure a further replacement in accordance with subsection II. The fact that the contracting authority does not order that a replacement stop performing the work does not relieve the contractor from its responsibility to meet the requirements of the Contract.

### 26. Priority of Documents

- I. If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.
  - a. the articles of the contract;
  - b. the articles of the Request for Proposal including all annexes;
  - c. the contractor's bid dated *(To be identified upon contract issuance)*.

### 27. Proactive Disclosure

- I. All contracts awarded by the Senate of Canada must reflect fairness in the spending of public funds. The Senate of Canada is obligated to report every quarter on its website all contracts awarded that have a value of more than \$10,000.00 or whose value has exceeded \$10,000.00 via amendment.

## PART 6 – TERMS OF WORK AND PAYMENT

### 1. Period of the Contract

- I. The contractor shall, **from contract signature to xxxx** provide designated recipient services as outlined in the Annex “A” Statement of Work.

### 2. Contract Amount

- I. The contractor will be paid for the costs reasonably and properly incurred in the performance of the work, as determined in accordance with the Basis of Payment, to a limitation of expenditure of *(to be determined at contract award)* plus applicable taxes.

### 3. Basis of Payment

- I. In consideration of the contractor satisfactorily completing all of its obligations under the contract, the contractor will be paid in accordance with rates specified in Annex “B” - Basis of Payment.
- II. The Senate of Canada will not entertain any charges which are not specified in the Basis of Payment.

### 4. Invoicing

- I. The contractor shall submit a detailed monthly invoice which must include the following information:
  - a. the contract reference number;
  - b. the resource name who performed the work;
  - c. the date(s) when the work was performed;
  - d. a description of the work performed;
  - e. the hours worked; and
  - f. any reasonable disbursements.

- II. The contractor’s certified invoice shall be forwarded to:

**The Senate of Canada  
Finance and Procurement Directorate  
40 Elgin Street, 11<sup>th</sup> floor  
Ottawa, Ontario  
K1A 0A4 Canada**

or by e-mail at: [finpro@sen.parl.gc.ca](mailto:finpro@sen.parl.gc.ca)

- III. The invoice must be reviewed and signed by the project authority or their delegated authority before payment is issued.

- IV. Payment by the Senate of Canada to the contractor for work shall be made:

- in the case of a progress payment other than the final payment, within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the contract;
- in the case of a final payment, within thirty (30) days following the date of receipt of a final invoice for payment, or within thirty (30) days following the date on which the work is completed, or the goods delivered and accepted, whichever date is the later.

- V. If the Senate of Canada has any objections to the invoice, written notification of the nature of such objections shall be forwarded to the contractor.

### 5. Method of Payment

- I. Direct Deposit: the Senate of Canada can deposit directly all payments into the individuals/corporation's account. Please submit a completed direct deposit form at Annex D with your bid.
- II. Payments will be addressed and mailed to the name and address indicated on the first page of the contract.

### 6. Sales Tax

- I. The Senate of Canada is exempt from provincial sales taxes.
- II. PST Exemption No.: Ontario 11708174G / Quebec: 10-0813-5602-P

III. The applicable taxes are not included in the contract amount.

IV. The applicable taxes must be listed as a separate line item on all invoices.

#### **7. Interest on Overdue Accounts**

For the purpose of this section:

- I. An amount is “due and payable” when it is due and payable by the Senate of Canada to the contractor according to the terms and conditions of the contract.
- II. An amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.
- III. “Date of payment” means thirty (30) days from the date of receipt of the invoice at the Senate of Canada.
- IV. The “Bank Rate” shall be the average Bank of Canada discount rate for the previous month, plus 3 per cent.
- V. The Senate of Canada shall be liable to pay simple interest at the Bank rate on any amount which is overdue from the day such amount became overdue until the day prior to the date of payment inclusively; however, interest will not be payable nor paid unless the amount has been outstanding (unpaid) for more than fifteen (15) days following the due date. Interest shall only be paid when the Senate is responsible for the delay in paying the contractor. In the event that the Senate is not responsible for the delay in paying the contractor, no interest shall be paid.
- VI. The Senate du Canada shall not be liable to pay the contractor any interest on unpaid interest.

## ANNEX “A” – STATEMENT OF WORK (SOW)

### 1. Title

Designated recipient appointed under the *Senate Harassment and Violence Prevention Policy* (Policy).

### 2. Objective

To contract the services of an independent, impartial, knowledgeable and experienced third-party service provider to act as the designated recipient for notices of occurrences of harassment and violence in the Senate workplace under the Policy.

### 3. Background

The Senate is one of the two houses of the Parliament of Canada. It possesses a unique workforce composed of approximately 250 employees working in the offices of 105 senators, in addition to approximately 460 employees working within the Administration.

The Policy was adopted by the Standing Senate Committee on Internal Economy, Budgets and Administration (CIBA) on February 11, 2021 in order to replace the 2009 *Senate Policy on the Prevention and Resolution of Harassment in the Workplace*. The Policy’s primary purpose is to prevent and address harassment and violence in all its forms in the Senate workplace. It applies to senators, their staff and Senate Administration employees in addition to persons providing services to the Senate under a contract for services and students, interns and volunteers.

The Policy is expected to come into force in the Spring of 2021 upon the appointment of the designated recipient and the repeal of the 2009 policy by the Senate. Although tailored to the Senate’s unique workplace, the Policy has been developed in order to comply with the new *Work Place Harassment and Violence Prevention Regulations* (“Regulations”), which came into force on January 1<sup>st</sup>, 2021.

### 4. Responsibilities of the designated recipient

Under the Policy, the designated recipient is the entity responsible for receiving notices of an occurrence of harassment and violence in the Senate workplace and to oversee the resolution process. The designated recipient is expected to act impartially, independently from the Senate, in a confidential manner and in compliance with the Policy. They are also expected to discharge their responsibilities in a manner that is transparent, equitable and respectful of all individuals involved in the resolution process.

Under the Policy, the designated recipient is to act as an impartial third party who is completely independent from the Senate or the Senate Administration. While the Senate Administration provides the designated recipient with appropriate information and support as described below, the designated recipient is expected to remain at arm’s length from the Senate Administration. Furthermore, the designated recipient is expected to keep all information received as part of their duties under the Policy confidential. Information in relation to the resolution process will only be communicated to Senate authorities as provided under the Policy and on a “need to know” basis. The designated recipient is also expected to ensure the security of physical and electronic records received as part of their mandate.

The designated recipient is required to provide their services in both official languages and in a manner that respects all accessibility requirements provided by law.

The details of the mandate of the designated recipient are provided below. If there is any inconsistency between the provisions of the Policy and this SOW, the former will prevail.

#### **Receiving notices of an occurrence of harassment and violence (steps 1 and 2 of the Policy’s resolution process)**

- **Confidential hotline and email address:** The designated recipient must establish and maintain a confidential hotline and email address that can be accessed by all individuals subject to the Policy for the purpose of receiving notices of an occurrence. The hotline and email address must be monitored by competent, experienced and professional resources who are able to respond to communications within 24h in both official languages. A resource must be available to answer calls made to the hotline every business day between 9am and 5pm.
- **Meeting space:** The designated recipient must secure access to appropriate and confidential meeting space outside the parliamentary precinct within the downtown core of the City of Ottawa to meet individuals who are subject to the Policy and who wish to meet the designated recipient in person.
- **Requests for information:** The designated recipient must respond to requests for information about the Policy to individuals to whom it applies. All communications made to the designated recipient by these individuals must be responded to within 24h. Where appropriate, the designated



recipient is expected to provide relevant information and direction to appropriate resources with a view to help individuals who are facing problematic situations in the workplace but who do not provide notice of an occurrence under the Policy. For matters falling outside the scope of the Policy, the designated recipient may, as appropriate, redirect individuals to their managers, the Senate Employee Relations team in the Senate Human Resources Directorate or the Employee and Family Assistance Program.

- **Reference materials:** The Senate Human Resources Directorate will provide the designated recipient with reference materials on the Policy to be shared to individuals seeking information on the Policy.
- **Templates for communications with the parties:** The designated recipient is responsible for preparing templates of communications with the parties at the various stages of the Policy's resolution process. These templates must be submitted to the Senate Human Resources Directorate for approval.
- **Receiving notice of an occurrence:** The designated recipient is responsible for receiving notices of an occurrence as provided under the Policy. In doing so, the designated recipient must ensure that the notice contains the required information and, in the case of a notice provided orally, ensure that the person who has provided the notice reviews and attests to a written version of the notice prepared by the person who received it.
- **Initial contact with principal party and witness:** The designated recipient must, in accordance with the Policy, make initial contact with a principal party within seven (7) days after the day on which notice of an occurrence was provided (and with the witness if they provided the notice).

### **Overseeing the resolution process under the Policy (steps 3 to 6 of the Policy's resolution process)**

- **Initiating negotiated resolution:** The designated recipient is responsible for contacting the principal party within forty-five (45) days of the notice being provided in order to discuss the occurrence, clarify what was submitted in the notice and attempt to reach resolution. This includes comparing the notice of an occurrence that was provided against the definition of "harassment and violence" in the *Canada Labour Code* to make a determination with the principal party as to whether the occurrence meets the definition. Unless both the designated recipient and the principal agree that the occurrence does not meet the definition, the resolution process must continue.
- **Precautionary measures:** The designated recipient is responsible for assessing if any preventative or precautionary measures are required (e.g., physical or organizational reassignment) to accommodate and protect the principal party until the matter is resolved. The designated recipient will inform the Senate Human Resources Directorate accordingly.
- **Resolution efforts:** Should the principal party wish to continue the negotiated resolution phase of the process after the initial review of the notice of an occurrence, the designated recipient is responsible for coordinating resolution efforts. These steps will vary depending on the circumstances of each occurrence, but may involve meetings with the principal party and, where applicable, the responding party, to discuss the occurrence. In addition, the appropriate decision-making authority — or any other appropriate Senate authority — may also be involved in negotiated resolution, as appropriate, provided the principal party consents.
- **Contact with responding party and notified authority:** Where appropriate under the Policy, the designated recipient is responsible for contacting the responding party and notified authority.
- **Conciliation:** A principal party and a responding party may engage in conciliation at any time until an investigator has provided their final report and summary report in relation to the occurrence (addressed below). If both parties agree to conciliation, the designated recipient is responsible for suggesting names of conciliators to the parties from a Senate-vetted list of approved and qualified conciliators. Upon notification by the designated recipient, a representative of the employee relations team in the Senate Human Resources Directorate, in collaboration with the Finance and Procurement Directorate, will make contractual arrangements to secure the services of a conciliator. The parties may also select a conciliator who is not on the Senate-vetted list. In that case, they are responsible any contractual arrangements and for paying for the conciliator's services.
- **Investigation:** The principal party may request that the occurrence be investigated at any time during the resolution process. In that event, the designated recipient is responsible for providing notice of an investigation to the principal party and to the responding party. The designated recipient is also responsible for selecting an investigator from a list that has been developed or identified by Senate authorities. The designated recipient must also ensure that the investigator is not in a conflict of interest with respect to the occurrence. Upon notification by the designated recipient, a representative of the employee relations team in the Senate Human Resources Directorate, in collaboration with the Finance and Procurement Directorate, will make contractual arrangements to secure the services of an investigator. Once the investigator has been chosen, the designated recipient will provide the investigator with all relevant information in their possession.
- **Investigator's reports:** Within 24 hours of receipt of the final investigation report, the designated recipient will ensure that protected copies of the report are provided to the appropriate persons and authorities as indicated in the Policy.

### Other responsibilities in relation to the resolution process

- **Timelines:** The designated recipient is responsible for ensuring that the time limits established in the resolution process are respected. However, subject to the Policy, the deadlines and time limits established in the resolution process may be modified by agreement between the parties or if, in the opinion of the designated recipient, there are extenuating circumstances.
- **Monthly updates:** In accordance with the Policy, the designated recipient is responsible for providing monthly updates to the principal and responding parties on the status of the resolution process.
- **New information:** The designated recipient is responsible for determining if new information presented to the investigator in the course of an investigation should form the basis of a new occurrence which should then be registered as a new case.
- **Protection against reprisal:** Reprisal against any person who participates in good faith in any process under the Policy is prohibited and will be sanctioned. To that end, individuals who have concerns about potential reprisal are to direct these concerns to the designated recipient who must address them promptly by reporting instances of reprisals to the Chief Human Resources Officer.
- **Cooperation:** As provided under the Policy, the designated recipient is responsible for reporting certain situations of lack of cooperation occurring in the course of the resolution process to the appropriate decision-making authority for direction.

### Monitoring and reporting

- **Case management system:** The designated recipient must have secure systems in place to keep records of requests for information and to keep track of notices of an occurrence provided under the Policy and their status. For the duration of the contract, the designated recipient must keep a record of
  - o each notice of an occurrence provided under the policy and each action taken in response to the notice;
  - o each instance a notice is not resolved within six months and the reason for the delay; and
  - o each summary report that is prepared by an investigator.
 These records must be securely transferred to the Senate at the end of the contract or earlier upon request from the Chief Human Resources Officer.
- **Anonymized data intake:** The designated recipient is responsible for collecting the following anonymized data in relation to individuals accessing their services:
  - o whether the individual is a senator, a senators' staff, a Senate Administration employee, a contractor, a student, an intern or a volunteer;
  - o their gender;
  - o their age group;
  - o whether they are a member of an employment equity group and, if so, which group;
  - o if they contacted the designated recipient to request information or to provide notice of an occurrence;
  - o whether they were the object of an occurrence or a witness.
 The information must be tracked when disclosed to the designated recipient. In addition, the designated recipient must prepare a questionnaire to be administered on a voluntary basis to individuals accessing their services in order to obtain that data. This data must be reported to the Chief Human Resources Officer on a quarterly basis.
- **Monitoring:** The designated recipient is responsible for monitoring trends in relation to the nature of occurrences of harassment and violence in the workplace in order to help the Senate identify potential systemic issues that may require action. To that end, the designated recipient will report to the Chief Human Resources Officer any relevant (anonymized) data, concern or observation, including any concern or observation that falls outside the scope of the Policy but that may nevertheless warrant action from the Senate.
- **Reporting:** The designated recipient is responsible for collecting relevant statistical data regarding notices of an occurrence as set out in section 5.3 of the Policy and to report to the Chief Human Resources Officer on an annual basis.
- **Recommendations:** Based on their observations, the designated recipient may also make recommendations to the subcommittee designated under the Policy for improvements to the Policy. The designated recipient may also suggest to the Chief Human Resources Officer a targeted workplace assessment to be conducted in a specific area on an as-needed basis.
- **Satisfaction survey:** At the conclusion of each request for information and at the conclusion of the designated recipient's involvement in each notice of an occurrence, the designated recipient will send a confidential satisfaction survey to each client/principal party. The survey will be developed by the designated recipient and subject to the approval of the Subcommittee on Human resources of the Standing Committee on Internal Economy, Budgets and Administration, the Senate's Policy Health and Safety Committee and the Chief Human Resources Officer. The designated recipient will submit an analysis of the satisfaction survey results to the Chief Human Resources Officer on a quarterly basis.

- **Disposition of records:** At the end of the contract, after having transferred relevant records to the Chief Human Resources Officer, any records in the possession of the designated recipient relating to requests for information or notices of an occurrence must be destroyed in a secured manner.

#### **Training and support**

- **Training:** In accordance with the Policy and the Regulations, the designated recipient will be provided with training on the Policy before they assume their functions and every three (3) years after that.
- **Support:** Upon request, the designated recipient will be provided with relevant information about the Senate's organizational structure and other relevant information, including contact information of individuals to whom the Policy applies.

### ANNEX “B” – BASIS OF PAYMENT

The bidder must provide an hourly rate (price), and this must be submitted for the initial contract period and each option year for the Principal resource. These rates shall be used by the bidder if they are awarded a contract.

For the purpose of the financial bid evaluation and the selection of the contractor, the evaluated price of the bid(s) will be determined using the Principal resource’s total hourly rates (average of year 1, year 2 and year 3)

The additional Team member pricing will not be used for the financial bid evaluation and the selection of the contractor. These rates will be used by the bidder if they are awarded a contract.

The price submitted must be inclusive of all activities and personnel to perform the work. Harmonized Sales Tax excluded. Reasonable disbursements incurred will be reimbursed separately by the Senate and are not to be included in the rate.

The Senate of Canada will not reimburse claims for travel or living expenses for any activity required for the performance of work under the contract.

Level	Resource name	Hourly rate Year (1)	Hourly rate Option year one (1) if exercised	Hourly rate Option year two (2) if exercised	Total (Average of hourly rate (Year 1 , Year 2 and Year 3)
Principal resource					
Additional resource No. 1					
Additional resource No. 2 (if applicable)					
Additional resource No. 3 (if applicable)					
Additional resource No. 4 (if applicable)					
Additional resource No. 5 (if applicable)					

Company Name: \_\_\_\_\_

Name of Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ANNEX “C” – LANGUAGE PROFICIENCY**

Language Proficiency Grid Legend	Oral	Comprehension	Written
<b>Basic</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>• ask and answer simple questions;</li> <li>• give simple instructions; and</li> <li>• give uncomplicated directions relating to routine work situations.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>• fully understand very simple texts;</li> <li>• grasp the main idea of texts about familiar topics; and</li> <li>• read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>• write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.</li> </ul>
<b>Intermediate</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>• sustain a conversation on concrete topics; report on actions taken;</li> <li>• give straightforward instructions to employees; and</li> <li>• provide factual descriptions and explanations.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>• grasp the main idea of most work-related texts;</li> <li>• identify specific details; and</li> <li>• distinguish main from subsidiary ideas.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>• deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.</li> </ul>
<b>Advanced</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>• support opinions; and understand and express hypothetical and conditional ideas.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>• understand most complex details, inferences and fine points of meaning; and</li> <li>• have a good comprehension of specialized or less familiar material.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>• write texts where ideas are developed and presented in a coherent manner.</li> </ul>

### ANNEX "D" – DIRECT DEPOSIT FORM



FINANCES AND PROCUREMENT DIRECTORATE  
Supplier Creation &  
Direct Deposit Enrollment Form

Protected once completed  
For internal use only \_\_\_\_\_  
Supplier ID Code

**INSTITUTION AND ACTION REQUIRED - Please select:**

Create - Senate of Canada

Reason for action:

**Section 1 - SUPPLIER DETAILS**

LEGAL NAME: \_\_\_\_\_ Tel: \_\_\_\_\_

OPERATING NAME: \_\_\_\_\_ Tel: \_\_\_\_\_

ADDRESS:

Street No. /PO BOX: \_\_\_\_\_ Postal Code/Zip: \_\_\_\_\_

City: \_\_\_\_\_ Province / State: \_\_\_\_\_ Country: \_\_\_\_\_

Remittance Address if different from above:

Street No. /PO BOX: \_\_\_\_\_ Code Postal/Zip: \_\_\_\_\_

City: \_\_\_\_\_ Province / State: \_\_\_\_\_ Country: \_\_\_\_\_

HST/GST (If applicable Corporation) \_\_\_\_\_

Social Insurance Number (for Contractor) \_\_\_\_\_

**Section 2 - SUPPLIER PAYMENT DETAILS**

CANADIAN \$ |  OTHER CURRENCY \_\_\_\_\_ (By Cheque Only)

Method of Payment:

CHEQUE |  (CND \$) DIRECT DEPOSIT - Please Attach a blank "VOIDED" cheque or other related banking documents - Recommended

Direct Deposit Email Payment Notification:

EMAIL Address 1 \_\_\_\_\_

EMAIL Address 2 \_\_\_\_\_

**Section 3 - CONSENT**

I give consent to the Senate of Canada to pay the invoices for the supplier identified in Section 2 through Direct Deposit to the financial institution that I have designated through the attach cheque with "VOID" written on it or my other attached related banking documents.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

Please submit the completed and signed form (and attachment) to the Senate Procurement Division by e-mail at:

[Proc-Appr@sen.parl.gc.ca](mailto:Proc-Appr@sen.parl.gc.ca)

Appendix “A” - SENATE HARASSMENT AND VIOLENCE PREVENTION POLICY



SENATE | SÉNAT  
CANADA

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# SENATE HARASSMENT AND VIOLENCE PREVENTION POLICY

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## 1.0 POLICY STATEMENT

### 1.1 Purpose

All senators — together with staff in their offices and employees in the Senate Administration — are committed to fostering a culture of respect in the Senate workplace. **Harassment and violence are not tolerated from anyone, at any time, in the Senate of Canada workplace.** As an organization, the Senate strives to provide a workplace environment in which all are treated with respect, fairness, and dignity. Persons at all levels and in all roles in the Senate are accountable for their actions and share a responsibility to ensure that conduct not conducive to a culture of respect is addressed promptly, fairly, and effectively.

This Policy describes the roles and responsibilities of every person in the Senate workplace to ensure a work environment free from harassment and violence. As well, it provides processes to resolve occurrences of harassment and violence.

### 1.2 Context

This Policy builds on the report of the Subcommittee on Human Resources of the Standing Committee on Internal Economy, Budgets, and Administration (“CIBA”) entitled *Modernizing the Senate’s Anti-Harassment Policy: Together let’s protect our healthy work life*. CIBA is committed to creating a safe space in the Senate workplace by promoting positive and proactive leadership, with the ultimate goal of eradicating workplace harassment and violence in the Senate.

This Policy also implements the requirements of Part II of the *Canada Labour Code* and the *Work Place Harassment and Violence Prevention Regulations* (Regulations) in relation to a workplace harassment and violence prevention policy.

### 1.3 Application

This Policy applies to

- all senators;
- any person employed by the Senate, including the Clerk of the Senate and the Usher of the Black Rod, who are appointed by the Governor in Council;
- persons providing services to a senator or the Senate Administration under a contract for services; and
- students, interns, and volunteers working in senators’ offices or for the Senate Administration.

This Policy applies to conduct occurring within the Senate precinct, as well as in any other place or context where a person to whom this policy applies is engaged in work for the Senate or is otherwise representing the Senate, including in social events and on social media.

The Senate – and, subject to the Senate’s authority, its committees – have the exclusive authority to regulate their own proceedings. Individuals taking part in parliamentary proceedings are covered by parliamentary privilege in order to enable the Senate and senators to fulfill their constitutional role without undue interference, obstruction or fear of external retribution. This privilege is fundamental to parliamentary democracy and allows senators to express themselves fully. Conduct that forms part of the proceedings is broadly defined as words spoken on the record during a Senate sitting or a committee meeting, action taken pursuant to an order of the Senate or a committee and certain actions in furtherance of Senator or committee work. Everyone taking part in parliamentary proceedings is expected to act respectfully. Inappropriate or unwelcome conduct that forms part of parliamentary proceedings as well as questions of order and decorum do not fall within the purview of this Policy; they may be brought to the attention of the Speaker or the Chair, as the case may be, in accordance with the Rules of the Senate and parliamentary practice. For more information, see Appendix A – Addressing Inappropriate or Unwelcome Conduct in the Context of Parliamentary Proceedings.

However, the application of parliamentary privilege is not unlimited. This Policy applies to all conduct that does not form part of those proceedings even if it occurs in the Senate Chamber or in a committee room.

#### 1.4 Definitions

The following definitions apply in this Policy.

**conciliation** means a process in which the principal and responding parties use a conciliator who meets with them both separately and together in an attempt to resolve an occurrence.

**day** means any day, regardless of whether the Senate has a sitting on that day. If a time limit for performing an action falls on a Saturday, a Sunday, or a holiday, the action may be performed on the next day that is not a Saturday, a Sunday, or a holiday.

**decision-making authority** means the decision-making authority under section 1.11 of this Policy.

**designated recipient** means the person or work unit, designated by the Subcommittee on Agenda and Procedure (“Steering Committee”) of CIBA, to whom notice of an occurrence may be provided. For the purposes of this Policy, **[INSERT]**, an impartial third party, will act as the designated recipient.

**harassment and violence** means “any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation or other physical or psychological injury or illness to an employee, including any prescribed action, conduct or

comment”. This definition appears in subsection 122(1) of the *Canada Labour Code*. For the purpose of this Policy, the reference to “employee” in this definition is meant to include every person to whom this Policy applies. For examples, refer to Appendix B – Examples of Workplace Harassment and Violence Conduct.

**notified authority** means the notified authority under section 1.11 of this Policy.

**occurrence** means an occurrence of harassment and violence in the workplace.

**Policy Committee** means the Senate’s Policy Health and Safety Committee established under section 134.1 of the *Canada Labour Code*.

**principal party** means a person to whom this Policy applies who is the object of the occurrence in a notice of an occurrence.

**responding party** means the person who is alleged to have been responsible for the occurrence in a notice of an occurrence.

**subcommittee** means the subcommittee designated by CIBA for the purposes of this Policy.

**supervisor** means a person who has authority over an employee, including a senator as supervisor of their staff, but excluding team leaders who hand out work but are not involved in performance management or disciplinary matters.

**witness** means a person who witnessed an occurrence or is informed of an occurrence by the principal party or responding party.

**workplace** means any place where a person to whom this Policy applies is engaged in work for the Senate or a senator.

**Workplace Committee** means a Senate’s Work Place Health and Safety Committee established under section 135 of the *Canada Labour Code*.

### 1.5 Disagreement in Relation to a Matter to be Decided Jointly

If, under this Policy, the subcommittee or any other decision-making authority is required to do something jointly with the Policy Committee or the Workplace Committee and they are unable to agree on any matter, the decision of the subcommittee or other decision-making authority, as the case may be, prevails.

### 1.6 Guiding Principles

The guiding principles in the application of this Policy are the following:

#### 1.6.1 Confidentiality

Respect for the privacy of all involved is paramount in any matter related to harassment and violence. All matters under this Policy (e.g., notice of an occurrence, conciliation, investigation,

etc.) are to be treated confidentially. Information in relation to matters under this Policy may only be disclosed in accordance with this Policy or as required by law. Unauthorized disclosure of information may be subject to disciplinary action.

Disclosure of any information that is likely to reveal the identity of a person involved in an alleged occurrence (principal party, responding party, or witness) outside of the resolution process and without that person’s written consent is prohibited unless required by law. For greater certainty, any person involved in a resolution process under this Policy (such as a principal party, a responding party, or a witness) may inform their supervisor, while respecting the confidentiality of the resolution process, of their involvement in the resolution of an occurrence, for the purpose of the supervisor facilitating that person’s involvement in any process under this Policy.

### **1.6.2 Procedural Fairness**

Every person who participates in any process under this Policy is to be treated with respect and dignity. As well, every principal party or responding party who participates in any process under this Policy has the right to be heard; the right to information about the process; and the right to a fair, timely, and impartial resolution process.

### **1.6.3 Timeliness**

Matters in relation to this Policy are expected to be addressed promptly. The resolution process in relation to an occurrence is generally expected to be completed no later than six (6) months after the day on which notice of an occurrence is provided. More information in relation to timelines can be found in sections 1.10.1 (Resolution Process) and 1.10.2 (Timelines) of this Policy.

### **1.6.4 Protection Against Reprisal**

Reprisal against any person who participates in good faith in any process under this Policy is prohibited and will be sanctioned. All concerns about reprisal are to be directed to the designated recipient, who is to address them promptly.

## **1.7 Factors that Contribute to Workplace Harassment and Violence**

The workplace assessment conducted pursuant to section 5 of the Regulations has identified a number of factors that can contribute to workplace harassment and violence in the Senate workplace. These factors can be divided into three (3) general categories:

### **1.7.1 Work Environment**

Certain work environments and workplace designs can result in additional risks that may lead to harassment and violence. This can include:

- working with the public;
- dealing with demanding and sometimes disrespectful/impatient clients;

- Senate employees occasionally travelling with senators to other cities;
- Senate employees occasionally attending professional events where alcohol is served; and
- working in small numbers in enclosed, isolated, low-traffic or soundproofed areas.

### 1.7.2 Job Factors

Aspects specific to a job, such as mental and physical demands, can result in additional hazards that may lead to harassment and violence. This can include:

- working in a high-pressure environment;
- excessive workload;
- irregular, long and late hours of work;
- significant power imbalance among the persons to whom this Policy applies;
- job insecurity of senators' staff members, who are hired on renewable annual contracts and are not subject to the regime set out in the *Parliamentary Employment and Staff Relations Act*; and
- senators having a high degree of discretion in relation to the management of their staff.

### 1.7.3 Other External Factors

Other external factors that may lead to harassment and violence include:

- family violence/domestic violence, such as a family member or (ex)partner
  - o threatening a person to whom this Policy applies either verbally or over the phone/email,
  - o stalking persons to whom this Policy applies,
  - o verbally abusing persons to whom this Policy applies,
  - o destroying Senate property,
  - o physically harming persons to whom this Policy applies, or
  - o using work time or workplace resources to monitor or attempt to control the actions of an (ex)partner;
- presence of protesters in or around the parliamentary precinct; and

- potential for violent events (e.g. active shooter) or threats of violent events in or around the parliamentary precinct.

## 1.8 Harassment and Violence Prevention Training

The Senate will provide all senators and employees of the Senate with a harassment and violence prevention training course that will cover

- elements of this policy;
- the relationship between workplace harassment and violence and the prohibited grounds of discrimination under the *Canadian Human Rights Act*; and
- how to recognize, minimize, and prevent workplace harassment and violence.

All new senators will receive training within three (3) months after the day on which they are appointed, and all new Senate employees will receive training within three (3) months after the day on which their employment begins. Further, all senators and Senate employees will receive this training again at least once every three (3) years.

The designated recipient will also receive the training before assuming their duties under this policy and every three (3) years after that.

## 1.9 Preventing Harassment and Violence in the Senate Workplace

The Senate encourages all persons to whom this Policy applies to work together to prevent harassment and violence in the workplace. Inappropriate and unwelcome conduct is unacceptable in the workplace.

Inappropriate or unwelcome conduct in the workplace can negatively affect working relationships and may exacerbate power imbalances. Left unmanaged, these situations may contribute to an environment in which people feel or are harassed. Providing persons with avenues to constructively and expeditiously resolve concerns can reduce or eliminate the potential for harassment and violence in the workplace, thereby contributing to a healthy and positive work environment for everyone. To resolve such situations, there are several options available, as outlined below.

### 1.9.1 Addressing Inappropriate or Unwelcome Conduct

When inappropriate or unwelcome conduct occurs in the workplace, persons who are impacted by it are encouraged to communicate directly (either orally or in writing) with the person who engaged in the conduct to explain the situation and to ask for the person to stop the conduct. However, if a person is uncomfortable dealing with the person who engaged in the inappropriate or unwelcome conduct, there is no obligation to communicate directly with that person.

When faced with inappropriate or unwelcome conduct in the workplace, impacted persons may approach their supervisor, union representative, or a person of trust to seek support and guidance in addressing any situation. Alternative dispute resolution methods (e.g., conversation coaching, facilitation, or mediation) may also be available to help address the situation in a fair, constructive, and respectful manner. These alternative dispute resolution methods may be accessed confidentially through the Human Resources Directorate, on a voluntary basis. Additionally, support can be sought through the Employee and Family Assistance Program.

### 1.9.2 Witnesses

Everyone has a role to play in ensuring a workplace that is free from harassment and violence. Anyone who witnesses conduct that may be inappropriate or incompatible with this Policy is encouraged to approach the person engaging in objectionable conduct to discuss the situation and ask them to refrain from it or reconsider their conduct. As well, a witness to inappropriate conduct directed at a person to whom this Policy applies is encouraged to inform that person of this Policy and their right to provide notice of an occurrence. A witness to inappropriate conduct may also provide notice of an occurrence under this Policy.

### 1.9.3 Other Recourse

A person who feels they have experienced harassment and violence may have access to recourse procedures (such as filing a grievance) under applicable terms and conditions of employment, collective agreements, or statutes. In some circumstances, it may be possible to file a complaint under the *Canadian Human Rights Act*. Furthermore, a senator's conduct that contravenes this Policy may constitute non-compliance with the *Ethics and Conflict of Interest Code for Senators* ("Code").

A senator may – in accordance with the *Rules of the Senate* and parliamentary practice – bring conduct that may constitute harassment and violence and that occurs in the course of Senate or Senate committee proceedings to the attention of the Speaker of the Senate (if the matter occurs in the Senate) or the committee chair (if the matter occurs in committee).

Issues of privilege, defined in the *Rules of the Senate* as “[a]n allegation that the privileges of the Senate or its members have been infringed,” must be decided upon by the Senate. Issues of order occurring in the Senate or in committee (i.e., a concern raised by a senator “that the rules, practices and procedures of the Senate have been incorrectly applied or overlooked during the proceedings, either in the Chamber or in committee”) should generally be dealt within the Senate or in the committee where they arise. They fall within the competence of the Speaker of the Senate or the committee chair, as the case may be, and are subject to appeal.

For more information, see Appendix A – Addressing Inappropriate or Unwelcome Conduct in the Context of Parliamentary Proceedings.



## 1.10 Notice of an Occurrence

A person to whom this Policy applies and who experiences harassment and violence in the workplace — and persons (including persons to whom this Policy does not apply) who witness an occurrence — may provide notice of an occurrence, which is the first step in the resolution process. A notice of an occurrence will be addressed in accordance with the resolution process set out in this section.

### 1.10.1 Resolution Process

STEPS	PROCEDURE
<p><b>STEP 1</b> Providing notice of an occurrence</p>	<p><b>1.1</b> A person to whom this Policy applies and who experiences harassment and violence in the workplace — and persons who witness an occurrence — may notify the designated recipient of the occurrence or, if they prefer, a supervisor. However, if the principal or the responding party is a supervisor, the notice must be provided to the designated recipient only.</p> <p><b>1.2</b> The designated recipient may be contacted by phone (at XXX) or by email (at XXX).</p> <p><b>1.3</b> The notice must contain the following information:</p> <ul style="list-style-type: none"> <li>a. the name of the principal party and the responding party, if known;</li> <li>b. the date of the occurrence; and</li> <li>c. a detailed description of the occurrence.</li> </ul> <p><b>1.4</b> The notice may be provided in writing or orally. In respect of an oral notice, the person who provided the notice will be asked to review and attest to a written version of the notice as prepared by the person who received it.</p> <p><b>1.5</b> While a person may provide notice of an occurrence anonymously, no notice of an occurrence will proceed further if the person who is the object of the harassment and violence is not identifiable.</p> <p><b>1.6</b> If notice of an occurrence is provided to a supervisor, they must, as soon as practicable, but no later than twenty-four (24) hours after it was provided, forward the notice to the designated recipient, who will be responsible for overseeing the resolution process.</p> <p><b>1.7</b> A former employee of the Senate may provide notice of an occurrence under this Policy in relation to harassment and violence in the workplace that occurred while they were an employee of the Senate if notice of an occurrence is provided no later than three (3) months after the date of that former employee’s departure.</p>



STEPS	PROCEDURE
	<p><b>1.8</b> A notice of an occurrence is confidential, and information about it will only be disclosed for the purpose of the administration of this Policy. In particular, the identity of the parties involved in the resolution process for an occurrence cannot be revealed to either the Policy Committee or the Workplace Committee without the consent of the parties. However, the identity of the parties may be revealed to each other as part of the resolution process.</p>
<p><b>STEP 2</b> Contact with principal party, witness and responding party</p>	<p><b>2.1</b> As soon as practicable after notice of an occurrence is provided by a principal party, but no later than seven (7) days after the day on which it was provided, the designated recipient must contact the principal party to inform them</p> <ul style="list-style-type: none"> <li>a. that their notice has been received or that they have been named or identified as the principal party in a notice provided by a witness, as the case may be;</li> <li>b. the manner in which this Policy is accessed;</li> <li>c. of each step of the resolution process; and</li> <li>d. that they may be represented by a person of their choosing during the resolution process (see section 1.10.6 (Representation) of this Policy).</li> </ul> <p><b>2.2</b> If notice of an occurrence is provided by a witness who is not anonymous, the designated recipient must, as soon as practicable after the notice is provided, but no later than seven (7) days after the day on which it was provided, contact the witness to confirm that the notice was received.</p> <p><b>2.3</b> The responding party, even if known, is not contacted immediately, but may be contacted at a subsequent stage of the resolution process. On the first occasion that the designated recipient contacts the responding party in relation to the occurrence, they must inform them</p> <ul style="list-style-type: none"> <li>a. that they have been named or identified as the responding party in a notice of an occurrence;</li> <li>b. the manner in which this Policy is accessed;</li> <li>c. of each step of the resolution process; and</li> <li>d. that they may be represented by a person of their choosing during the resolution process (see section 1.10.6 (Representation) of this Policy).</li> </ul> <p><b>2.4</b> Once the responding party has been contacted in relation to the occurrence, the designated recipient must inform the applicable notified authority that</p>



STEPS	PROCEDURE
	notice of an occurrence has been provided along with the identity of the responding party.
<b>STEP 3</b> Negotiated resolution	<p><b>3.1</b> As soon as practicable after the designated recipient has made initial contact with the principal party, but no later than forty-five (45) days after the day on which notice of the occurrence was provided, the designated recipient must contact the principal party to discuss the occurrence, clarify what was submitted in the notice, and attempt to reach resolution.</p> <p><b>3.2</b> As part of this step, the designated recipient will review the notice of an occurrence that was provided against the definition of <b>harassment and violence</b> in the <i>Canada Labour Code</i> and try to make a determination with the principal party as to whether the occurrence meets the definition. If appropriate, the designated recipient will also assess if any preventative or precautionary measures are required (e.g., physical or organizational reassignment) to accommodate and protect the principal party until the matter is resolved. The designated recipient will inform the Senate Human Resources Directorate accordingly.</p> <p><b>3.3</b> If both the designated recipient and the principal party <u>agree</u> that the occurrence does not meet the definition, then the occurrence will be deemed resolved within the meaning of this Policy. If the designated recipient and the principal party <u>do not agree</u> as to whether the occurrence meets the definition and the principal party wishes to continue with the resolution process, then the principal party has the option of either continuing with negotiated resolution or pursuing conciliation and/or an investigation.</p> <p><b>3.4</b> If the principal party wishes to continue with negotiated resolution, they must inform the designated recipient of this decision. The designated recipient will schedule a series of meetings with the principal party and, where applicable, the responding party, to discuss the occurrence and attempt to achieve resolution. The responding party does not have to be informed of the principal party's notice of an occurrence or be involved at this stage of the resolution process if the principal party does not wish for them to be notified and/or involved. In addition, the appropriate decision-making authority — or any other appropriate Senate authority — may also be involved in negotiated resolution as appropriate and provided the principal party consents.</p>
<b>STEP 4</b> Conciliation	<p><b>4.1</b> A principal party and responding party may engage in conciliation at any time during the resolution process (subject to step 5.2). However, conciliation can only proceed if both the principal party and the responding party mutually agree to engage in conciliation and agree on the person who will facilitate the conciliation.</p> <p><b>4.2</b> The principal party and responding party are required to inform the designated recipient of their desire to participate in conciliation. The designated</p>



STEPS	PROCEDURE	
	recipient will then facilitate discussion around the selection of a conciliator that both parties find acceptable and will schedule time for both parties to meet with the conciliator.	
<b>STEP 5</b> Investigation	<p><b>5.1</b> The principal party may request an investigation at any time during the resolution process. If the principal party wishes to proceed with an investigation of the circumstances of the occurrence, they must inform the designated recipient, who will then provide notice of an investigation to the principal and responding parties.</p> <p><b>5.2</b> Negotiated resolution and conciliation may continue during an investigation, but not after the investigator has provided their final report and summary report.</p> <p><b>5.3</b> The designated recipient will then select an investigator from a list that has been developed or identified by the subcommittee and the Policy Committee jointly.</p> <p><b>5.4</b> A person may only serve as an investigator if they</p> <ul style="list-style-type: none"> <li>a. possess the knowledge, training and experience referred to in subsection 28(1) of the Regulations; and</li> <li>b. provide the designated recipient, principal party, and responding party with a written statement indicating that the person is not in a conflict of interest in respect of the occurrence.</li> </ul> <p><b>5.5</b> The selected investigator will investigate the occurrence, applying the principles of procedural fairness and fundamental justice.</p>	
<b>STEP 6</b> Reports – responding parties	<p><b>Responding Party Other than a Senator</b></p> <p><b>6A.1</b> Within two (2) months of being selected, the investigator will submit to the designated recipient</p> <ul style="list-style-type: none"> <li>a. a <b>final report</b> providing a description of the occurrence and setting out their detailed conclusions as to whether any conduct constituting harassment and violence occurred; and</li> <li>b. a <b>summary report</b> outlining a general description of the</li> </ul>	<p><b>Senator as Responding Party</b></p> <p><b>6B.1</b> Within two (2) months of being selected, the investigator will submit to the designated recipient</p> <ul style="list-style-type: none"> <li>a. a <b>final report</b> providing a description of the occurrence and setting out their detailed conclusions as to whether any conduct constituting harassment and violence occurred; and</li> <li>b. a <b>summary report</b> outlining a general description of the occurrence, their conclusions, and</li> </ul>



STEPS	PROCEDURE	
	<p>occurrence, their conclusions, and their recommendations to eliminate or minimize the risk of a similar occurrence, but the report must not reveal, directly or indirectly, the identity of the persons who were involved in the occurrence or the resolution process for the occurrence.</p> <p><b>6A.2</b> Within twenty-four (24) hours of receiving the reports, the designated recipient must provide</p> <ol style="list-style-type: none"> <li>a. a copy of the final report to the principal party, the responding party and the decision-making authority; and</li> <li>b. a copy of the summary report to the principal party, the responding party, the decision-making authority, and the Workplace Committee.</li> </ol> <p><b>6A.3</b> Within twenty-one (21) days of receiving the investigator's final report, the principal and responding parties may each make final written submissions to the decision-making authority in relation to the content of the final report. The decision-making authority will provide a copy of the responding party's final written submission to the principal party and a copy of the principal party's final written submission to the responding party.</p>	<p>their recommendations to eliminate or minimize the risk of a similar occurrence, but the report must not reveal, directly or indirectly, the identity of the persons who were involved in the occurrence or the resolution process for the occurrence.</p> <p><b>6B.2</b> Within twenty-four (24) hours of receiving the reports, the designated recipient must provide</p> <ol style="list-style-type: none"> <li>a. a copy of the final report to the principal party, the responding party, and the Senate Ethics Officer (SEO); and</li> <li>b. a copy of the summary report to the principal party, the responding party, the subcommittee, and the Workplace Committee.</li> </ol>
<p><b>STEP 7</b></p> <p>Joint consideration of the summary report</p>	<p><b>7.1</b> Within twenty-one (21) days of receiving the summary report, the decision-making authority and the Workplace Committee will meet to determine which of the recommendations in the investigator's summary report are to be implemented. If a recommendation falls outside the authority of the decision-making authority, that recommendation will be referred to the appropriate Senate authority for consideration. Any recommendation agreed upon between the Workplace Committee and the appropriate Senate authority will be</p>	



STEPS	PROCEDURE	
	<p>implemented within one year after the day on which notice of the occurrence is provided.</p> <p><b>7.2</b> The purpose of this step is for the decision-making authority and the Workplace Committee to assess what steps can be taken by the Senate in order to eliminate or minimize the risk of a similar occurrence. They cannot, on the basis of the summary report, take disciplinary action against a responding party or provide any remedy to the principal party. These types of measures may be considered by the appropriate authority on the basis of the final report, in accordance with the process set out in either step 8A or 8B. Remedial measures may also be sought by a principal party through another applicable recourse (see section 1.9.3 (other recourse)).</p>	
<p><b>STEP 8</b> Further action – responding parties</p>	<p><b>Responding Party Other than a Senator</b></p> <p><b>8A.1</b> Within twenty-one (21) days of receiving any final written submissions on the investigator’s final report — or the expiry of this time period if no final submissions are received — the decision-making authority will decide whether to accept or reject the final report in whole or in part.</p> <p><b>8A.2</b> The decision-making authority determines any remedial, corrective, or disciplinary measures to impose on the responding party in respect of any conduct constituting harassment and violence. The decision-making authority may consult the Chief Human Resources Officer for advice on remedial, corrective, or disciplinary measures.</p> <p><b>8A.3</b> The decision-making authority will inform the principal and responding parties, as well as the applicable notified authority, of its decision to accept or reject the investigator’s final report in whole or in part. The decision-making authority will also inform the responding party and the notified authority of any remedial, corrective, or disciplinary</p>	<p><b>Senator as Responding Party</b></p> <p><b>8B.1</b> The SEO may consider the investigator’s final report and may report to the Standing Committee on Ethics and Conflict of Interest for Senators (“CONF”).</p> <p><b>8B.2</b> CONF may consider a report of the SEO and recommend disciplinary measures to the Senate or refer the matter confidentially to the subcommittee for the consideration and imposition of any appropriate remedial or corrective measures. In the event of such referral, the subcommittee will proceed without delay to the consideration of the matter and may consult with the Chief Human Resources Officer for advice in relation to the imposition of appropriate measures.</p> <p><b>8B.3</b> The subcommittee will inform the responding party and the applicable notified authority, of any remedial or corrective measures to be imposed. Remedial or corrective measures remain confidential and – unless disclosure is required for their implementation – are not to be shared with the principal party.</p>

STEPS	PROCEDURE	
	measures to be imposed. Remedial, corrective, or disciplinary measures remain confidential and — unless disclosure is required for their implementation — are not to be shared with the principal party.	

### 1.10.2 Timelines

The deadlines or time limits established in the resolution process are to be respected. Except as provided below, the resolution process must be completed no later than six (6) months after the day on which notice of the occurrence is provided.

The deadlines and time limits established in the resolution process may be modified by agreement between the parties or if, in the opinion of the designated recipient, there are extenuating circumstances.

However, in accordance with the Regulations, the joint consideration of the summary report and the implementation of the recommendations agreed upon (Step 7) must occur within one (1) year after the day on which notice of an occurrence is provided. If, however, the principal or responding party is temporarily absent from work for more than ninety (90) consecutive days after the day on which notice of the occurrence is provided, that step must be completed within the later of one (1) year after the day on which notice of the occurrence is provided and six (6) months after the day on which the party returns to work.

To the extent that parliamentary business allows, actions to be undertaken by a Senate committee, Senate subcommittee, or the Senate in relation to this Policy are expected to be undertaken within the deadlines indicated herein; however, for greater certainty, these deadlines are not binding in respect of the work of a Senate committee, Senate subcommittee, or the Senate except as indicated above in relation to the joint consideration of the summary report and the implementation of the recommendations (Step 7).

### 1.10.3 Monthly Update

For every notice of an occurrence provided under this Policy, the designated recipient must provide monthly updates regarding the status of the resolution process to

- a. the principal party, beginning on the first month after the month in which notice is provided and ending on the month in which the resolution process is completed; and
- b. the responding party, beginning on the first month after the month in which the responding party is first contacted by the designated recipient concerning the occurrence and ending on the month in which the resolution process is completed.

#### 1.10.4 New Occurrence

If, during an investigation, the investigator is presented with information that could form the basis of a new occurrence, the investigator will inform and consult with the designated recipient to determine whether

- a. the new information falls within the notice of an occurrence being investigated; or
- b. a new notice of an occurrence should be provided to the designated recipient.

#### 1.10.5 Cooperation

Every person to whom this Policy applies has an obligation to cooperate fully with any investigation. Should a party not cooperate or make themselves available to the investigator as requested, the latter will inform the decision-making authority for direction to resolve the issue.

In other situations of lack of cooperation occurring in the course of the resolution process, the designated recipient may refer the matter to the decision-making authority for direction.

#### 1.10.6 Representation

A principal party, responding party, or witness may be accompanied or represented by a union representative, friend, partner, colleague, or person of their choosing, at any time during the resolution process. However, the representative must not be a witness to the alleged occurrence. In addition, the representative must keep all matters under this Policy confidential. If appropriate, a non-disclosure agreement may be required as a condition of representation.

The representative designated by the principal or responding party may be able to speak on behalf of the person they represent, but only regarding procedural and administrative matters related to the resolution process, such as scheduling meetings and/or interviews, or receiving updates on the status of the resolution process.

The principal and responding parties are still required to personally provide information and respond to questions regarding the occurrence during negotiated resolution, conciliation, or the investigation.

#### 1.10.7 Recusal

Every principal party, responding party, or witness who is part of the decision-making authority, notified authority, or Workplace Committee considering an alleged occurrence must recuse themselves from any consideration or decision-making in respect of the matter by that authority. Where the responding party is an employee of the Senate Administration and the decision-making authority is a person who must recuse themselves, their immediate supervisor or supervisory authority (as the case may be) is to act in their place as the decision-making authority.



### 1.10.8 Principal Party’s Choice

The principal party may end the resolution process at any time before the investigator submits its final report and summary report to the principal and responding parties by informing the designated recipient that they choose not to continue with the process. If the responding party and the notified authority have already been contacted in relation to the notice of an occurrence, the designated recipient must inform them of the principal party’s decision not to continue with the process.

While the principal party may choose to end the resolution process, nothing in this Policy limits any existing authority to impose disciplinary measures on any person to whom this Policy applies. Disciplinary measures could be imposed if sufficient evidence of unwelcome or inappropriate conduct is available to the appropriate authority even though the resolution process under the Policy has ended.

### 1.10.9 Parliamentary Proceedings

If a responding party believes that the notice of an occurrence relates to conduct that occurred in the course of Senate or committee proceedings, they may ask CIBA for a determination of whether the alleged conduct falls outside the scope of this Policy. If CIBA determines that the alleged conduct falls outside the scope of this Policy, it must direct the designated recipient to immediately end the resolution process and inform the principal party and notified authority accordingly.

### 1.10.10 Contractor, Student, Intern, or Volunteer

For the purposes of the interpretation and application of this Policy,

- a notice of an occurrence in which a person providing services to a senator under a contract for services or a student, intern, or volunteer working in a senator’s office is identified as the responding party is to be treated in the same manner as if the responding party were a senator’s staff member; and
- a notice of an occurrence in which a person providing services to the Senate Administration under a contract for services or a student, intern, or volunteer working for the Senate Administration is identified as the responding party is to be treated in the same manner as if the responding party were a Senate Administration employee.

## 1.11 Authorities

The table that follows identifies the decision-making authority and notified authority based on each category of responding party.

RESPONDING PARTY	DECISION-MAKING AUTHORITY	NOTIFIED AUTHORITY
Senator	Subcommittee of CIBA designated for the purposes of this Policy	The leader (or their designate) of the responding-party senator’s

RESPONDING PARTY	DECISION-MAKING AUTHORITY	NOTIFIED AUTHORITY
		recognized party or recognized parliamentary group. There is no notified authority if the responding-party senator is unaffiliated.
<b>Senators' Staff Member</b>	Steering Committee of CIBA	The senator to whom the responding-party staff member reports; however, if the senator is the principal party, the leader (or their designate) of the party or recognized parliamentary group to which the principal party senator belongs is notified (if one exists).
<b>Executive Committee Member</b>	Steering Committee of CIBA	Steering Committee of CIBA
<b>Senate Administration Employee</b>	The director (or equivalent) responsible for management or supervision of the employee	Chief Human Resources Officer

### 1.12 Workplace Assessment Review and Update

The subcommittee and the Workplace Committee will conduct a joint review of the workplace assessment — updating it if necessary — if an employee provides notice of an occurrence and the resolution process cannot proceed because

- a. the principal party chooses to end the resolution process at any point during the resolution process without the occurrence being resolved; or
- b. the responding party is not subject to this Policy (e.g., the responding party is a member of the public or a committee witness).

The purpose of the review of the workplace assessment is to

- a. consider what happened, taking into account the circumstances of the occurrence;
- b. determine whether all risk factors for harassment and violence have been appropriately identified; and
- c. develop new preventative measures, if needed, to mitigate the risk of a similar occurrence.

### 1.13 Emergency Procedures

If an occurrence poses an immediate danger to the health and safety of any person to whom this Policy applies, or if there is a threat of such an occurrence, any person may call the Parliamentary Protective Service emergency line at 613-992-7000 or dial 911 and notify the on-duty Corporate Security Investigator at 613-947-3387.

The Senate Corporate Security Directorate and other parliamentary security partners have jointly developed guidelines to assist parliamentarians and parliamentary employees to handle emergencies that may arise, including workplace violence; bomb threat; lockdown; shelter in place; and evacuation.

Senators and Senate employees should familiarize themselves with the emergency procedures, which may be accessed on IntraSen.

### 1.14 Support Measures

Senate employees may obtain support through the Employee and Family Assistance Program. More information in relation to this program, as well as other support resources, are made available to employees through IntraSen.

### 1.15 Complaints Related to Employer Non-Compliance with the *Canada Labour Code*

In accordance with section 127.1 of the *Canada Labour Code*, if an employee believes there has been a contravention of Part II of the *Canada Labour Code* as it relates to an occurrence, the employee may make either an oral or written complaint to their immediate supervisor or to the Law Clerk and Parliamentary Counsel.

## 2.0 CONSEQUENCES FOR SENATE EMPLOYEES

If an employee of the Senate is found to have engaged in conduct constituting harassment and violence or to otherwise be in breach of this Policy, the decision-making authority will impose remedial, corrective, or disciplinary measures on the employee, as appropriate. The appropriate course of action will be case-specific; the Chief Human Resources Officer may be consulted for advice.

### 2.1 Remedial Measures

Remedial measures acknowledge that the conduct constitutes harassment and violence in the workplace and seek to make a principal party whole. Examples include

- an apology from the responding party; or
- expungement of negative evaluations in the employee's file that arose as reprisal for participating in any process related to this Policy.

## 2.2 Corrective Measures

Corrective measures are intended to help to improve or correct a person’s conduct in relation to conduct that was found to constitute harassment and violence in the workplace. Examples include

- harassment and violence prevention training;
- leadership coaching;
- conflict-resolution or communication coaching;
- attendance at educational sessions on the impact of harassment and violence; or
- attendance at coaching sessions to improve communication or conflict-resolution skills.

## 2.3 Disciplinary Measures

Disciplinary measures are intended to impose a penalty to address the responding party’s conduct that was found to constitute harassment and violence in the workplace. Depending on the circumstances, they may seek to denunciate or deter conduct, or both. Examples include

- restricted or prohibited access to the workplace and/or services;
- a verbal or written warning or reprimand;
- transfer or reassignment;
- suspension or demotion; or
- termination of employment.

## 3.0 CONSEQUENCES FOR SENATORS

Under the process provided in this Policy, the investigator’s final report will be provided to the SEO. The SEO may report to CONF for its consideration. As appropriate, CONF may recommend disciplinary measures for consideration by the Senate, such as suspension or expulsion. CONF may also refer the matter confidentially to the subcommittee to consider and, if appropriate, impose remedial or corrective measures.

## 4.0 ROLES AND RESPONSIBILITIES

ROLES	RESPONSIBILITIES
<b>Principal and Responding Parties</b>	<ul style="list-style-type: none"> <li>• respect the confidentiality of a notice of an occurrence and the resolution process</li> <li>• cooperate with the designated recipient or investigator, as the case may be</li> <li>• participate (if applicable) in conciliation</li> </ul>
<b>Standing Committee on Internal Economy, Budgets and Administration (CIBA)</b>	<ul style="list-style-type: none"> <li>• approves this Policy</li> <li>• in consultation with the Policy Committee, approves any amendment except in relation to the identity of the designated recipient</li> <li>• fosters a work environment free of harassment and violence</li> <li>• promotes this Policy to senators</li> <li>• commits adequate resources for the effective implementation of this Policy</li> </ul>
<b>Steering Committee of CIBA</b>	<ul style="list-style-type: none"> <li>• approves the appointment and mandate of the designated recipient</li> <li>• approves amendments to this Policy in relation to the identity of the designated recipient</li> <li>• acts as a decision-making authority or notified authority in certain contexts</li> </ul>

ROLES	RESPONSIBILITIES
<p><b>Subcommittee of CIBA designated for the purposes of this Policy</b></p>	<ul style="list-style-type: none"> <li>• oversees the designated recipient to ensure it effectively fulfills its mandate</li> <li>• jointly reviews this Policy with the Policy Committee and makes recommendations to CIBA for the Senate in specific context</li> <li>• jointly conducts the workplace assessment with the Policy Committee and makes recommendations regarding changes that should be made</li> <li>• jointly monitors and, when necessary, update the workplace assessment with the Policy Committee when there is a change to the risk factors identified or a change to the effectiveness o the preventative measures that have been developed and implemented</li> <li>• jointly reviews and, when necessary, updates the workplace assessment with the Policy Committee every three (3) years</li> <li>• jointly develops the emergency procedures with the Policy Committee</li> <li>• jointly identifies with the Policy Committee appropriate harassment and violence training</li> <li>• jointly reviews and, when necessary, updates the training with the Policy Committee at least once every three (3) years and following any change to an element of the training</li> <li>• jointly develops or identifies a list of investigators with the Policy Committee</li> <li>• jointly reviews and updates with the Workplace Committee the workplace assessment in situations in which the principal party chooses to end the resolution process but the occurrence is not resolved, or in situations in which this policy does not apply to the responding party</li> <li>• acts as a decision-making authority in certain contexts</li> <li>• receives referrals from CONF and determines remedial or corrective measures to impose on senators in certain circumstances</li> </ul>
<p><b>Executive Committee</b></p>	<ul style="list-style-type: none"> <li>• fosters a work environment free of harassment and violence</li> <li>• promotes this Policy to the Senate Administration</li> <li>• commits adequate resources for the effective implementation of this Policy</li> </ul>

ROLES	RESPONSIBILITIES
<b>Designated Recipient</b>	<ul style="list-style-type: none"> <li>• responds to all notices of an occurrence within seven (7) days of being provided with the notice</li> <li>• initiates negotiated resolution with the principal party within forty-five (45) days after the day on which notice of an occurrence is provided</li> <li>• conducts a review of every notice of an occurrence with the principal party against the definition of <b>harassment and violence</b> outlined in subsection 122(1) of the <i>Canada Labour Code</i></li> <li>• allows the principal and responding parties the option of participating in conciliation if they both agree on who is to facilitate the conciliation</li> <li>• provides notice of investigation to the principal and responding parties if an investigation is requested by the principal party</li> <li>• ensures that a qualified investigator is selected to conduct the investigation and that the investigator is not in a conflict of interest with respect to the occurrence</li> <li>• ensures that the investigator is provided with all the information that is relevant to the investigation</li> <li>• provides monthly status updates to the principal party and responding party (when contacted) on the status of the resolution process</li> <li>• approves extensions to time limits set out in the resolution process if there are extenuating circumstances</li> </ul>
<b>Policy Committee</b>	<ul style="list-style-type: none"> <li>• jointly reviews this Policy with the subcommittee and makes recommendations to CIBA in specific contexts</li> <li>• jointly conducts the workplace assessment with the subcommittee and makes recommendations regarding changes that should be made</li> <li>• jointly monitors and, when necessary, updates the workplace assessment with the subcommittee when there is a change to the risk factors identified or a change to the effectiveness of the preventive measures that have been developed and implemented</li> <li>• jointly reviews and, when necessary, updates the workplace assessment with the subcommittee every three (3) years</li> <li>• jointly develops the emergency procedures with the subcommittee</li> <li>• jointly identifies with the subcommittee appropriate harassment and violence training</li> <li>• jointly reviews and, when necessary, updates the training with the subcommittee at least once every three (3) years and following any change to an element of the training</li> <li>• jointly develops or identifies a list of investigators with the subcommittee</li> </ul>

ROLES	RESPONSIBILITIES
<b>Workplace Committee</b>	<ul style="list-style-type: none"> <li>• jointly reviews and updates with the subcommittee the workplace assessment in situations in which the principal party chooses to end the resolution process but the occurrence is not resolved, or in situations in which this policy does not apply to the responding party and refers the results of the review and update to the Policy Committee if appropriate</li> <li>• jointly determines with the appropriate decision-making authority which of the recommendations from the investigator’s summary report are appropriate to implement</li> </ul>
<b>Leaders — Senators, Managers, and Employees with Supervisory Functions</b>	<ul style="list-style-type: none"> <li>• lead by example and act respectfully in dealings with employees and other persons</li> <li>• support and apply this Policy</li> <li>• act promptly to resolve or to bring to the attention of the appropriate authority any conduct about which they are aware that is incompatible with this Policy, including allegations of reprisal</li> <li>• act as a notified authority in certain contexts and implement (as applicable) remedial, corrective, or disciplinary measures as determined by the decision-making authority</li> <li>• act as a decision-making authority in certain contexts</li> <li>• forward any notice of an occurrence that they receive under this Policy to the designated recipient</li> </ul>
<b>Senators, Senate Employees, Independent Contractors, Students, Interns, and Volunteers</b>	<ul style="list-style-type: none"> <li>• act at all times in a respectful manner in dealings with others and ensure that their own conduct contributes to a culture of respect</li> <li>• be familiar with this Policy</li> <li>• if possible, inform persons whose conduct is offensive that their conduct is objectionable and unwelcome and ask them to stop</li> <li>• make every effort to resolve any situation in which they may feel uncomfortable or offended as soon as it arises and before it escalates</li> <li>• provide the designated recipient or, if they prefer, a supervisor with notice of any occurrence to which they are subject or that they witness, in accordance with this Policy</li> <li>• adhere to confidentiality requirements, including by avoiding any informal discussion of notices of an occurrence about which they have knowledge</li> <li>• provide notice of an occurrence in a situation in which they witness or experience harassment and violence</li> <li>• cooperate in the resolution or investigation of notices of an occurrence.</li> </ul>



ROLES	RESPONSIBILITIES
<b>Chief Human Resources Officer</b>	<ul style="list-style-type: none"> <li>• acts as a notified authority in certain contexts</li> <li>• provides advice to a decision-making authority regarding appropriate remedial, corrective, or disciplinary measures, as needed</li> <li>• confidentially provides contact information for employees, former employees, or senators upon request by the designated recipient or the investigator</li> <li>• promotes harassment and violence prevention</li> <li>• implements the mandatory anti-harassment and violence training program</li> <li>• reports occurrences of harassment and violence that result in a fatality to the Minister of Labour within twenty-four (24) hours of being notified of an occurrence</li> <li>• provides the Minister of Labour with an annual report that aggregates data on all occurrences of harassment and violence, as described in paragraph 36(d) of the Regulations</li> </ul>
<b>Corporate Security Directorate</b>	<ul style="list-style-type: none"> <li>• provides advice to the subcommittee and the Policy Committee, as required, with respect to the emergency procedures</li> </ul>
<b>Leader (or their Designate) of a Recognized Party or Recognized Parliamentary Group</b>	<ul style="list-style-type: none"> <li>• acts as a notified authority in certain contexts</li> </ul>
<b>Witnesses</b>	<ul style="list-style-type: none"> <li>• if comfortable, address inappropriate conduct with any person who engages in it</li> <li>• offer support to a person who is being harassed and remind them of their rights under this Policy</li> <li>• may communicate concerns or report the problematic conduct themselves to a person in authority that they trust, to the Human Resources Directorate, or to the designated recipient</li> <li>• provide notice of an occurrence in a situation in which they witness harassment and violence</li> </ul>
<b>Witnesses Involved in the Resolution of a Notice of an Occurrence</b>	<ul style="list-style-type: none"> <li>• respect the confidentiality of a notice of an occurrence and the resolution process</li> <li>• cooperate with the designated recipient and investigator</li> </ul>

ROLES	RESPONSIBILITIES
<b>Representatives and Support Persons</b>	<ul style="list-style-type: none"> <li>• represent and/or accompany and assist a principal party, responding party, or witness in matters related to this Policy</li> <li>• respect the confidentiality of a notice of an occurrence and the resolution process</li> </ul>

## 5.0 ADMINISTRATION

### 5.1 Enquiries

For further information about this Policy, contact the Chief Human Resources Officer.

### 5.2 Review Schedule

This Policy is subject to regular three-year (3-year) reviews, the first of which must occur within three (3) years following its adoption or earlier at the discretion of the subcommittee. This Policy is also to be reviewed following any changes to an element of this policy that is required under subsection 10(2) of the Regulations.

The review is to be conducted jointly by the subcommittee and the Policy Committee. The subcommittee and the Policy Committee will report to CIBA with respect to any recommended amendment to this Policy that results from a review.

### 5.3 Monitoring and Reporting

To better assess the nature and extent of harassment and violence in the Senate workplace, to inform Policy review, and to ensure proper reporting to the Minister of Labour, the designated recipient will assist in monitoring the workplace by collecting and providing regular relevant statistical data regarding the notices of occurrence that it handles to the Chief Human Resources Officer for the subcommittee. This report will include

- a. the total number of occurrences;
- b. the number of occurrences that were related, respectively, to sexual harassment and violence and to non-sexual harassment and violence;
- c. the number of occurrences, if any, that resulted in the death of an employee;
- d. the number of occurrences, if known, that fell under each prohibited ground of discrimination set out in subsection 3(1) of the *Canadian Human Rights Act*;
- e. the locations where the occurrences took place, specifying the total number of occurrences that took place in each location;

- f. the types of professional relationships that existed between the principal and responding parties, specifying the total number for each type;
- g. the means set out in section 32 of the Regulations by which resolution processes were completed and, for each of those means, the number of occurrences involved; and
- h. the average time, expressed in months, that it took to complete the resolution process for an occurrence.

Based on their observations, the designated recipient may also make recommendations to the subcommittee for improvements to this Policy. The designated recipient may also suggest — and managers may ask for — a targeted workplace assessment to be conducted in a specific area on an as-needed basis.

## **6.0 REFERENCES**

*Canada Labour Code*

*Canadian Human Rights Act*

*Code of Conduct of the Senate Administration*

Collective agreements

*Ethics and Conflict of Interest Code for Senators Parliamentary*

*Employment and Staff Relations Act Statement of Values and*

*Ethics of the Senate Administration*

*Terms and Conditions of Unrepresented Employees within the Senate Administration Work*

*Place Harassment and Violence Prevention Regulations*

## APPENDIX A – ADDRESSING INAPPROPRIATE OR UNWELCOME CONDUCT IN THE CONTEXT OF PARLIAMENTARY PROCEEDINGS

This Policy does not apply to conduct that forms part of parliamentary proceedings; however, senators, Senate employees and witnesses are expected to refrain from conduct prohibited by this Policy at all times. Parliamentary procedures and practices are available to senators who wish to raise concerns about their colleagues' conduct. While only senators may use parliamentary procedures and practices to raise concerns during proceedings, they may do so on behalf of others or in relation to conduct that was directed at a person who is not a senator. To this end, persons impacted by a senator's conduct during proceedings may approach a senator to raise the matter through parliamentary channels.

Senators have a responsibility to maintain order and decorum and should bring any concerns about conduct to the attention of the Speaker of the Senate or a committee chair, as the case may be. To that end, the information below reflects parliamentary procedures and practices as understood at the time of this Policy's adoption – it may be superseded by an evolution in Senate practices or modifications to the *Rules of the Senate*.

### Conduct in the Senate Chamber

If a senator feels that inappropriate or unwelcome conduct has occurred in the context of a proceeding in the Senate Chamber, they may raise a point of order or a question of privilege under certain conditions, depending on the nature of the concern. If necessary, the Speaker will determine if a *prima facie* (at first glance) question of privilege has been established. This decision is subject to appeal to the Senate.

The Senate may also seek to address the conduct of senators through its decisions on motions. These could include the decision to impose a disciplinary sanction on a senator or to ask a committee to consider particular conduct and make recommendations for the Senate's consideration.

### Conduct in Committee

If a senator feels that they have or someone else has experienced inappropriate or unwelcome conduct – including harassment and violence – in the context of a committee proceeding, they may raise a point of order. The committee may consider the matter, the chair can rule, subject to appeal to the committee. As noted earlier, issues of order relating to committee should be dealt with in committee and are not typically raised in the Senate. It should be noted that committees elect their chairs and may elect a new chair at any time, including if they have concerns with their chair's conduct.

Depending on the nature of the concern – if it involved a violation of privilege – a senator could raise the matter as a question of privilege in the Senate. There may be other procedural options to also address certain conduct concerns.

## APPENDIX B – EXAMPLES OF WORKPLACE HARASSMENT AND VIOLENCE/CONDUCT

<p>Workplace <b>violence</b> may include but is not limited to:</p> <ul style="list-style-type: none"> <li>• verbally threatening to attack a worker;</li> <li>• leaving threatening notes or sending threatening emails to someone at work;</li> <li>• shaking a fist in a worker’s face;</li> <li>• wielding a weapon at work;</li> <li>• hitting or trying to hit a worker;</li> <li>• sexual violence against a worker;</li> <li>• kicking an object, the worker is standing on, such as a ladder; and</li> <li>• trying to run down a worker using a vehicle or equipment such as a forklift.</li> </ul>	<p>Workplace <b>harassment</b> may include but is not limited to:</p> <ul style="list-style-type: none"> <li>• offensive or intimidating comments or jokes;</li> <li>• bullying or aggressive conduct;</li> <li>• displaying or circulation offensive pictures or materials;</li> <li>• inappropriate staring;</li> <li>• repeated offensive or intimidating phone calls, emails or texts;</li> <li>• workplace sexual harassment;</li> <li>• isolating or making fun of an employee because of gender identity;</li> <li>• sexist remarks;</li> <li>• racist remarks;</li> <li>• homophobic remarks; and</li> <li>• transphobic remarks.</li> </ul> <p>Workplace <b>sexual harassment</b> may include but is not limited to:</p> <ul style="list-style-type: none"> <li>• asking questions, talking or writing about personal sexual activities;</li> <li>• rough or vulgar humour or language related to sexuality;</li> <li>• displaying or circulating pornography, sexual images, or offensive sexual jokes in print or electronic form;</li> <li>• leering or inappropriate staring;</li> <li>• invading personal space;</li> <li>• unnecessary physical contact, including inappropriate touching;</li> <li>• demanding hugs, dates, or sexual favours</li> <li>• making gender-related comments about someone’s physical characteristics, mannerisms, or conformity to sex-role stereotypes; and</li> <li>• verbally abusing, threatening or taunting someone based on gender or sexual orientation.</li> <li>• Threatening to penalize or otherwise punish a worker if they refuse sexual advances.</li> </ul>
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