



## When New Violence Risk Assessments Required

Teachers are regularly subjected to violence and threats of violence in the course of their work. As this is the beginning of a new school year, NSTU members should take the opportunity to read and understand

their workplace's workplace violence risk assessment and workplace violence prevention plan. Consider whether the assessment adequately describes the risks and whether the plan eliminates, to the extent possible, the risk of violence. Assess whether the precautions set out in the plan have, in fact, been implemented.

It is important to understand that the workplace violence risk assessment and prevention plan are not static documents. They must change, and the changes must be implemented, if new risks become apparent. The Workplace Violence Regulations under the Nova Scotia Occupational Health and Safety Act require employers to conduct a new violence risk assessment in any of the following circumstances:

- (a) the employer becomes aware of a type of violence occurring in similar workplaces that was not taken into consideration when the previous violence risk assessment was conducted;
- (b) there is a significant change in any of the following:
  - (i) the circumstances in which work takes place,
  - (ii) the interactions that occur in the course of performing work,
  - (iii) the physical location or layout of the workplace.

A significant change in the interactions might include a new student with a history of violent behaviour, or a threat of violence made by a member of the community.

If the new violence risk assessment indicates that there has been a significant change to the extent and nature of the risk of violence (for example, the new student's behaviour is different in extent and nature than that of other students), the employer must ensure that the workplace violence prevention plan is reviewed, and, if necessary, revised.

An Officer of the Occupational Health and Safety Division of the Nova Scotia Department of Labour and Workforce Development also has the power to order an employer to conduct a new violence risk assessment. Information on risk and solutions that you or the NSTU provides to the Officer might very well result in an Officer ordering the employer to conduct a new violence risk assessment.

The NSTU also has the ability to pursue an employer's failure to provide a safe workplace through a grievance under the Collective Agreement. In a 2014 case involving the City of Toronto and the Canadian Union of Public Employees, Local 79, the union did just that. In that case, two employees of the city were shot at and injured at their place of work. The employees had been raising safety concerns with the employer for some time, and had suggested numerous safety precautions that the employer either never put in place, or discontinued, for example, the provision of walkie-talkie radios, the maintenance of a switchboard number that could be called by staff for immediate assistance, and the installation of a wireless alarm button. The arbitrator found that by failing to implement these safety precautions, the employer had breached its obligation under the collective agreement to "take reasonable precautions or steps to provide a safe and healthy work environment and [to] take reasonable precautions for the protection of employees." What made it worse was that the violent incidents leading to the shootings had been frequent and serious, and the employer provided no explanation for its failure to put the suggested precautions in place.

If you feel that reasonable steps are not being taken to protect you or your colleagues' safety, these concerns should be brought to the employer's attention. As the arbitrator said in the City of Toronto case, the employer's obligations do not disappear if no-one is actually injured because of unsafe conditions in a workplace.

NSTU staff officers can assist you in taking your concerns to the employer, and if the concerns are not adequately addressed, they can contact the Occupational Health and Safety Division and/or pursue a grievance through to arbitration.

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