

Administration Standard

Title: **Investigations**

Effective Date: **2025 July 15**

Responsible Service(s): **Human Resources Support**

1. PURPOSE

- 1.1. This standard applies to Investigations involving Employees where disciplinary action may be a potential outcome. These Investigations may relate to any allegations of misconduct, breaches of contractual obligations, or violations of employment responsibilities and performance standards, arising from legislation, the Collective Bargaining Agreement where applicable, Administration policies, or business unit rules.
- 1.2. Adhering to this standard will foster a consistent and fair approach to handling Investigations, bolster accountability and trust within the organization, promote compliance with legislative and regulatory requirements, and uphold a safe and respectful Workplace.

2. APPLICABILITY

- 2.1. This Administration standard applies to all City Employees:
 - a. However, for civilian Employees working at the Calgary Police Service (CPS), only Section 3.8 of this standard, including any associated roles and responsibilities, is applicable.
- 2.2. For unionized Employees whose terms and conditions of employment are governed by a Collective Bargaining Agreement (“CBA”), The City will adhere to the contract and apply this standard as follows:
 - b. If the applicable CBA includes a specific provision that differs from an outlined statement in this standard, the CBA will apply; and,
 - c. If the applicable CBA is silent regarding a specific provision outlined in this standard, this standard will apply.
- 2.3. This standard does not preclude Investigative Parties from developing enhanced Investigation processes, provided they do not contradict this standard. In the event of a conflict between this standard and any enhanced Investigation processes, this standard will apply.

3. STANDARD

- 3.1. These standards outline The City’s core expectations for conducting Investigations. Capitalized terms throughout this standard have associated definitions referenced below.
- 3.2. Key Functions of Investigations
 - a. Investigations serve several key functions, including:

- (i) Reinforcing expectations and addressing allegations of misconduct, failures to uphold contractual obligations, employment responsibilities, or performance standards;
 - (ii) Protecting Employees and maintaining a safe and respectful Workplace;
 - (iii) Promoting accountability and trust within the organization;
 - (iv) Compliance with legislation, regulations, and policies; and,
 - (v) Administering appropriate and defensible corrective action, including discipline.
- 3.3. Objectives of an Investigation
- a. In this Administration standard, the purpose of an Investigation is to:
 - (i) Gather information, including Evidence;
 - (ii) Objectively evaluate that information; and,
 - (iii) Determine a conclusion based on the Balance of Probabilities.
- 3.4. Role of an Inquiry in the Investigative Process
- a. An Inquiry refers to a process undertaken by The City to fulfill its legislative obligations. It may include assessing matters such as:
 - (i) Unauthorized information disclosure;
 - (ii) Occupational health and safety hazards; and,
 - (iii) Vehicle and equipment incidents or collision classification.
 - b. The purpose of an Inquiry is to uphold these obligations, and their findings may be used as Evidence to support an Investigation.
 - c. An Inquiry may occur prior to or concurrently with an Investigation, and any Evidence gathered during an Inquiry may be used to support an Investigation.
- 3.5. Commitments During the Investigative Process
- a. In conducting an Investigation, The City is committed to:
 - (i) Maintaining confidentiality during the investigative process, while balancing the protection of sensitive information and respect for Employee privacy with procedural fairness requirements, subject to any limitations required by law;
 - (ii) Conducting impartial and objective Investigations;
 - (iii) Adhering to any specified terms in the applicable CBA, including Union/Association representation rights;
 - (iv) Informing the Respondent(s) of all allegations and supporting Evidence, and providing them an opportunity to respond;
 - (v) Completing the Investigation as promptly as possible, while maintaining procedural fairness principles and the integrity of the Investigation;
 - (vi) Appropriately documenting steps taken during the Investigation;
 - (vii) Complying with all legislative reporting obligations related to an Investigation; and,

- (viii) Communicating the findings to Complainant(s) and the Respondent(s) at the conclusion of the Investigation.
 - b. Following the conclusion of an Investigation, The City remains committed to maintaining appropriate confidentiality, while balancing privacy, procedural fairness requirements, and The City's commitment to Restorative Workplace Practices, subject to any legal limitations.
- 3.6. Employee Participation in Investigations
- a. An Employee participating in an Investigation:
 - (i) Is entitled to Union/Association representation as outlined in their CBA, when applicable;
 - (ii) May be permitted to bring a Support Person to the investigative meeting for the exclusive purpose of providing emotional, spiritual, or cultural support, provided:
 - Advance notice is given, identifying the Support Person and confirming their availability to attend;
 - The Investigator confirms no conflict of interest exists with the Support Person; and,
 - The Support Person commits to maintaining confidentiality and refrains from coaching the Employee or answering any questions on behalf of the Employee.

Requests for a Support Person will not be unreasonably denied.
 - (iii) Must maintain confidentiality regarding any information related to the allegations and findings of the Investigation. This includes not disclosing information unless required by law, except to their:
 - Personal Support Network;
 - Union/Association representative(s), when applicable;
 - Designated HR contact(s); and,
 - The investigator(s).

Confidentiality obligations continue to apply after the Investigation concludes, except where disclosure is required by law, or expressly permitted by The City to support Restorative Workplace Practices.
- 3.7. Designation of Investigative Parties and Their Responsibilities
- a. The Respondent's Exempt Supervisor, with support from their HR Business Partner, is typically responsible for conducting Investigations. However, certain circumstances may require the Investigation be conducted by a designated Investigative Party. These circumstances include:
 - (i) Certain types of complaints or allegations which must be referred to Human Resources or Corporate Security for mandatory assessment, and, where appropriate, Investigation;
 - (ii) When the nature or complexity of the conduct being assessed requires specific expertise; and/or,

- (iii) When it is deemed necessary, or more appropriate for the Investigation to be transferred to an appropriate Investigative Party.
 - b. Any Exempt Employee who identifies a concern, or receives a complaint that may require an Investigation, must consult with their HR Business Partner, and/or the responsible Investigative Party, to determine the appropriate carriage of the Investigation, as outlined in the [Integrated Investigations Framework](#).
- 3.8. Managing Administrative Leaves
- a. An Administrative Leave may be imposed by an Exempt Supervisor when their Employee is alleged to have committed conduct of a serious nature, and their presence at work may jeopardize The City's legitimate interests.
 - b. An Administrative Leave is justified when an Employee's presence at work could jeopardize The City's legitimate interests resulting from:
 - (i) The Employee's inability to effectively perform their job duties;
 - (ii) The impact, or risk of impact to the physical and/or psychological safety of others;
 - (iii) The impact, or risk of impact to The City's reputation, property, financial interests, IT security, and/or interests; or,
 - (iv) An allegation of misconduct that could result in the Employee's termination.
 - c. To ensure consistent application, Labour Relations must be consulted on the merits of imposing an Administrative Leave, either prior to administering the leave, or as soon as possible thereafter if prior consultation is not possible.
 - d. An Employee who has been placed on an Administrative Leave:
 - (i) Will receive Basic Pay continuance in accordance with their employment status and their standard hours of work for the duration of the Administrative Leave;
 - (ii) Is expected to:
 - Remain available to The City during their regular hours of work or, if agreed by the Employee, during The City's regular business hours.
 - Reside at their normal place of residence, unless otherwise approved.
 - (iii) Must be available for communication and meetings with the investigator(s) to facilitate the conclusion of the Investigation.
 - (iv) Must not attend their regular worksite or any City facility or worksite, that is not available to them as a member of the public;
 - (v) Must not access, modify, or delete any City records; and,
 - (vi) Must not electronically access The City's systems, except for myHRconnect, which may only be accessed through the external Employee portal.
 - e. The City may revoke access to all physical and electronic systems in select circumstances, following consultation with Labour Relations.
 - f. The City will prioritize Investigations involving Employees who are on Administrative Leave.

4. CONSEQUENCES OF NON-COMPLIANCE

- 4.1. Employees who fail to adhere to this Administration standard may be subject to corrective action, including dismissal from employment, in accordance with the Labour Relations standard, the Exempt Staff policy, or the specified terms outlined in their employment contract.

5. DEFINITIONS

- 5.1. In this Administration standard:
- a. **“Administrative Leave”**, also referred to as a suspension pending investigation, is a non-disciplinary investigative measure used to remove an Employee from the Workplace, for either a portion or the duration of an Investigation.
 - b. **“Balance of Probabilities”** refers to the legal standard of proof used in employment-related matters. This standard evaluates whether the alleged conduct is more likely to have occurred than not.
 - c. **“Basic Pay”** refers to the regular hourly rate of pay and the regular scheduled hours worked biweekly at the time of the Administrative Leave. Non-standard payments, worked premiums, and allowances are not included in this calculation.
 - d. **“Collective Bargaining Agreement”** or **“CBA”** is a legally binding written agreement between an employer and a labour union which regulates the terms and conditions of employment.
 - e. **“Complainant”** refers to the individual who raises a concern.
 - f. **“Employee”** means any person employed by The City and reporting to a City of Calgary business unit, department, the Office of the Chief Administrative Officer, the Office of the Chief Operating Officer, the City Auditor’s Office, the Calgary Housing Company, and the Calgary Police Service, including those working under an employment contract with The City.
 - g. **“Evidence”** refers to the collection of information that supports the decision to prove or disprove an allegation, including digital or physical items, documentation or records, and personal statements.
 - h. **“Exempt Supervisor”** means any Employee in an exempt position with direct supervisory responsibility for Employees. At the CPS, this also includes police officers.
 - i. **“Inquiry”** refers to a process required of The City to comply with legislative obligations. It may involve assessing matters such as unauthorized information disclosure, occupational health and safety hazards, and vehicle or equipment incidents or the classification of collisions. Inquiries aim to uphold these obligations, and their findings may be used as Evidence to support an Investigation.
 - j. **“Investigation”** refer to a formal process designed to gather information, including Evidence, objectively evaluate that information, and determine conclusions based on the Balance of Probabilities.
 - k. **“Investigative Party”** refers to designated members of Human Resources and Corporate Security who are responsible for conducting an Investigation or referring it to an external Supplier for completion. This follows their assessment that the nature of the issue, allegation, or complaint, requires specialized subject matter expertise to conclude the Investigation.

- l. **“Personal Support Network”** refers to the Employee’s immediate family, elder, treating medical professional, legal, and financial advisors.
- m. **“Respondent”** refers to an individual against whom the complaint or allegation is made, and who must respond to the allegation(s).
- n. **“Restorative Workplace Practices”** means meaningful and collaborative conflict resolution by facilitating a process to strengthen communication and proactively address conflict.
- o. **“Support Person”** refers to a specific individual (e.g., an elder, friend, or relative) who has been designated by the Employee. A Support Person may be another City Employee, provided there is no risk that they will be called to participate in the Investigation or action the Investigation’s findings, and their attendance does not create a conflict of interest, as determined by The City. A Support Person cannot be someone who provides medical care or legal advice to the Employee.
- p. **“Supplier”** means a sole proprietorship, partnership, corporation, or other legal entity that offers construction, consulting, goods and services or information technology for sale. Supplier includes the Supplier’s employees and subcontractors.
- q. **“Union/Association”** refers to the executive leadership of the Bargaining Unit who is certified as the exclusive bargaining agent. The Union/Association is the Employee’s legal representative in all City employment related matters.
- r. **“Witness”** refers to an individual who has firsthand knowledge or information relevant to the issue, allegation, or complaint being investigated. Witnesses provide statements or Evidence that can help clarify the facts and circumstances surrounding the matter under Investigation.
- s. **“Workplace”** means a place where an Employee is, or may be, conducting work on behalf of The City, including City worksites, online environments, locations traveled to while conducting City-related business, and locations of work-related social gatherings.

6. **ASSOCIATED GOVERNANCE**

- 6.1. This Administration standard outlines requirements in support of the Code of Conduct policy.

7. **HISTORY**

Action	Date	Approval	Description
New	May 12, 2025	Director, Human Resources Support	Sets out basic legal requirements for Employee Investigations and includes provisions for Administrative Leave (SPI) transferred from the Labour Relations and Exempt Staff policies, effective July 15, 2025.