

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE NORTHWEST TERRITORIES
AND
THE UNION OF NORTHERN WORKERS

THIS 14th DAY OF DECEMBER, 2012

WHEREAS during the course of the 2012 Collective Bargaining Negotiations, the Employer and the Union entered into a Memorandum on the *Safe Disclosure of Information*;

WHEREAS pursuant to the terms of the Memorandum on the *Safe Disclosure of Information*, the Employer and the Union have worked together and reached unanimous recommendations with respect to procedures for employees to safely disclose wrongdoing without fear of reprisal;

WHEREAS the Employer is entrusted with the protection of the public interest;

WHEREAS everyone employed by the Employer is expected to adhere to high ethical standards that foster and maintain public confidence in government;

WHEREAS the Employer and the Union are both committed to responsible, transparent and accountable government;

WHEREAS the Employer and the Union have identified the following principles as fundamental underpinnings of an effective safe disclosure process:

- (i) Anonymous complaints do not fall within the scope of this process;
- (ii) A Disclosure made to the media is not within the scope of this process;
- (iii) Where an employee elects to make a disclosure under the safe disclosure process, they are expected to participate in all steps throughout the process;
- (iv) Employees who participate in this process in good faith will be protected from reprisal; and
- (v) A safe disclosure process is not an indemnity against

responsibility for having committed wrongdoing and employees may still be subject to appropriate discipline.

1. DEFINITIONS:

1.1. For the purposes of this Memorandum of Agreement (hereinafter referred to as "Memorandum"), the following definitions will apply:

"Collective Agreement" means the Collective Agreement between the Employer and the Union which was ratified on June 7, 2012;

"Deputy Head" means (a) in relation to a department, the Deputy Minister of that department, and (b) in relation to any other portion of the public service, the chief executive officer of that portion or, if there is no chief executive officer, such person as the Minister may designate as deputy head;

"Department" means a division of the public service continued or established by statute or designated as a department by the Commissioner in Executive Council, on the recommendation of the Premier and includes Boards and Agencies of the Government of the Northwest Territories that are covered by this Collective Agreement;

"Disclosure" means a report in writing of a wrongdoing or a potential wrongdoing made in good faith by an employee pursuant to this Memorandum;

"Financial Policy or Directive" means financial directives issued by the Financial Management Board or Comptroller General, found in the *GNWT Financial Administration Manual*;

"Final Decision" means a final decision that is made by either (i) the Safe Disclosure Coordinator, (ii) a Deputy Head, (iii) the Safe Disclosure Panel;

"Gross Mismanagement" means mismanagement of public money or a public asset where there is, or has been, a marked and substantial departure from standards, policies and practices;

"Panel" means the Safe Disclosure Panel created pursuant to paragraph 15;

"Public Policy" means those policies which are Commissioner-in-Executive Council approved public policies, found in the *GNWT Policies Manual*;

"Reprisal" means any of the following measures taken against an

employee because the employee has, in good faith, sought advice about making a disclosure, made a disclosure, co-operated in an investigation under this Memorandum, or declined to participate in a wrongdoing:

- (a) Dismissal, layoff, suspension, demotion or transfer, change of job location, reduction in wages, change in hours of work or reprimand;
- (b) Any measure, other than one mentioned in paragraph (a), that adversely affects the employee's employment or working conditions;
- (c) A threat to take any of the measures referred to in any of paragraphs (a) or (b).

"Safe Disclosure Coordinator" means those persons appointed by the Employer to (i) provide information about this Memorandum, (ii) to receive a disclosure of wrongdoing, (iii) to provide guidance and assistance to supervisors and deputy heads who receive disclosures, (iii) to investigate a disclosure of wrongdoing;

"Wrongdoing" means any of the following and includes alleged wrongdoings: (i) an illegal act; (ii) gross mismanagement of public money or a public asset; (iii) a substantial and specific danger to health, safety and/or the environment; or (iv) counselling or directing any one of the above;

"Urgent Situation" means a situation where there is:

- (i) Clearly demonstrable immediate and irreversible consequences; or
- (ii) Imminent danger to health and safety of employees, clients or the environment; or
- (iii) Clearly demonstrable significant complications resulting from delay; or
- (iv) Clearly demonstrable benefits arising from early intervention.

2. Application & Entitlement to Representation:

2.1. This Memorandum of Agreement applies to the Union, the employees and the Employer as set out in Article 4 .01 of the Collective Agreement.

2.2. A person making a disclosure, an alleged wrongdoer or a witness to which this Memorandum applies, each have the right to be assisted and

represented by a union representative during any proceeding under this Memorandum.

3. Confidentiality:

3.1. Each disclosure must be maintained in a separate file.

3.2. Disclosure files must be treated as strictly confidential, maintained in a secure manner and location, and protected from unauthorized access.

3.3. Consistent with the rules of natural justice and procedural fairness, care must be taken at all times to protect the identity of the disclosing employee, any witnesses and the alleged wrongdoer. Nothing herein shall be interpreted so as to preclude advising the alleged wrongdoer of the name of the person who has made the disclosure.

3.4. Where a disclosure involves personal or confidential information, the employee shall take reasonable precautions to ensure that no more information is disclosed than necessary to make the disclosure.

4. Contents of Disclosure:

4.1. A disclosure may be either written or verbal;

4.2. A written disclosure shall be either:

4.2.1. In Form "A" attached to this Memorandum; or

4.2.2. In a format which includes all of the information contained in Form "A";

4.3 Where a disclosure is made verbally, the person receiving the report shall create a written record of the report immediately.

4.3.1 The contents of the written record shall include all of the information that is required by Form "A".

5. Reporting a Wrongdoing:

5.1. A report of wrongdoing may be made to any one of the following:

5.1.1. The Employee's immediate Supervisor; or

5.1.2. The Employee's Deputy Head; or

5.1.3. A person designated as a Safe Disclosure Coordinator; or

5.1.4. The Safe Disclosure Panel in the circumstances set out in paragraph 17.

6. Timelines for Reporting:

6.1. In order to ensure that any investigation undertaken pursuant to this Memorandum is consistent with the rules of natural justice and procedural fairness, the parties agree that:

6.1.1. An employee who becomes aware of wrongdoing should be encouraged to report that wrongdoing as quickly as possible;

6.1.2. It is acknowledged and agreed that where there is a delay in the reporting of a wrongdoing, the delay may affect the ability to conduct an investigation that is consistent with the requirements of natural justice and/or procedural fairness.

7. Process To Be Applied When a Disclosure is Received:

7.1. Except in an urgent situation, the following process shall be applied to the processing of a disclosure:

7.1.1. Upon receipt, each disclosure must be marked to show the date of receipt.

7.1.2. Upon receipt, consider whether the disclosure is an urgent situation. If a disclosure is about an urgent situation, then the process set out in paragraph 8 shall apply.

7.1.3. Within 2 business days, the person receiving the disclosure shall acknowledge receipt of the disclosure, in writing, to the person making the disclosure.

7.1.4. Within 5 business days after receipt of the disclosure, the person receiving the disclosure shall:

7.1.4.1. Conduct a preliminary assessment of the disclosure to determine if any further information is required;

7.1.4.2. Consider if the disclosure may be more effectively dealt with by a referral to a third party investigative body. If so, then the process in paragraph 9 shall apply;

7.1.4.3. If necessary, refer the matter to the Safe Disclosure Coordinator for further handling and action; and

7.1.4.4. Provide the person making the disclosure with the name of the person with whom any questions or concerns regarding the initial response can be raised.

8. Process To be Applied To a Disclosure where there is an Urgent Situation:

8.1. In an urgent situation, the person receiving the disclosure shall:

8.1.1. Immediately take the steps necessary to stop the wrongdoing from happening or continuing.

8.1.2. Immediately issue or take the steps necessary to have issued, such warnings as may be necessary and appropriate to the circumstances.

8.1.3. Once the urgent situation has been alleviated as contemplated by paragraphs 8.1.1 and 8.1.2, then the person receiving the disclosure shall acknowledge receipt of the disclosure and advise of the steps taken under paragraph 8.1.1 and 8.1.2.

9. Referral to a Third Party Investigative Body:

9.1. Where a disclosure relates to a wrongdoing for which there is an existing mechanism which is mandated to address, respond or otherwise deal with such concerns, the disclosure may be referred to that third party investigative body.

9.2. Third party investigative bodies under this paragraph include but are not limited to the RCMP, the Comptroller General, the Internal Audit Bureau, the Workers' Safety & Compensation Commission, or any other type of investigative or regulatory body.

9.3. Unless otherwise prohibited by law, where the Employer receives a report from the third party as to the outcome of their investigation, the information about that outcome shall be provided to the person making the disclosure.

10. Process for the receipt of a Disclosure when the Disclosure is made to a Supervisor:

10.1. Where a disclosure is made to an employee's immediate supervisor,

the supervisor will advise the Safe Disclosure Coordinator as soon as possible that he or she has received a disclosure.

10.2. The supervisor will advise the Safe Disclosure Coordinator if he or she believes that the disclosure involves a matter which is part of the supervisor's usual responsibilities as a supervisor and can be resolved in the usual and ordinary course of business.

10.3. If the matter cannot be resolved in the usual and ordinary course of business, then it shall be promptly referred to the Safe Disclosure Coordinator for handling and further action, which may include:

10.3.1. Reporting the matter to a third party investigative body as provided for in paragraph 9 above; or

10.3.2. Referring the matter to the Safe Disclosure Panel as provided for in paragraph 11.1.5; or

10.3.3. Proceeding to conduct an investigation.

10.4. Where a disclosure is resolved by the supervisor as part of the usual and ordinary course of business, the fact of receipt and resolution of the disclosure shall be recorded to the Safe Disclosure Coordinator.

11. Process for the Receipt and Review of a Disclosure by the Safe Disclosure Coordinator:

11.1. Where an Employee makes a disclosure to the Safe Disclosure Coordinator, or where the Safe Disclosure Coordinator receives a disclosure from a supervisor under paragraph 10.3, the Safe Disclosure Coordinator shall:

11.1.1. Follow the process set out in paragraph 7;

11.1.2. Consider whether there are any existing internal mechanisms, protocols or processes which could help resolve the matter within the department;

11.1.3. Refer the matter to a third party investigative body in accordance with paragraph 9;

11.1.4. Consider whether to direct an immediate investigation; or

- 11.1.5. Refer the disclosure to the Safe Disclosure Panel where the disclosure relates to the Deputy Head or his or her Assistant Deputy Head or Associate Deputy Head.

12. Process for Receipt and Review of a Disclosure by a Deputy Head:

- 12.1. Where an Employee makes a disclosure to a Deputy Head, the Deputy Head shall:
 - 12.1.1. Follow the process set out in paragraph 7;
 - 12.1.2. Consider whether to refer the matter to the Safe Disclosure Coordinator for handling and further action;
 - 12.1.3. Consider whether to direct an immediate investigation;
 - 12.1.4. Refer the disclosure to the Safe Disclosure Panel where the disclosure relates to the Deputy Head, his or her Assistant Deputy Head or Associate Deputy Head or any other person who reports directly to the Deputy Head.

13. Investigation:

- 13.1. All persons conducting an investigation pursuant to this Memorandum shall ensure that the right to procedural fairness and natural justice in an investigation is respected, included in respect of individuals making disclosures, individuals alleged to have committed a wrongdoing and witnesses.
- 13.2. An investigation pursuant to this Memorandum shall be conducted as informally as possible.
- 13.3. A Deputy Head or a Safe Disclosure Coordinator has the same ability to compel documents or witnesses as the Safe Disclosure Panel as set out in paragraphs 16.1 and 16.2 of this Memorandum.
- 13.4. On completing an investigation, the person completing the investigation shall prepare a report that sets out whether or not there has been wrongdoing as contemplated by this Memorandum, the findings made and the reasons for those findings. This report shall be provided to the employee making the disclosure(s), the Deputy Head of the affected Department (or Secretary to Cabinet, should the disclosure relate to the affected Deputy Head), the Deputy Minister responsible for the Public Service Act, and the President of the Union of Northern Workers.

- 13.5. An investigation pursuant to this Memorandum shall be conducted as soon as practicable and a report on the investigation shall be completed within 120 days after the matter has been referred to investigation.**
- 13.6. Where an investigation is not completed within 120 days, a one-time extension of no more than 45 days may be invoked.**
- 13.7. Where there is a need for an extension, the report on the disclosure shall identify why the 120 day timeline could not be met.**
- 13.8. Where the deadline in paragraph 13.5 is not complied with, the person making the disclosure shall be advised that the deadline has not been complied with and that the deadline has been extended in accordance with paragraph 13.6.**
- 13.9. The Parties agree that any complaint investigated under paragraph nine (9) of this Memorandum shall not be restricted to the investigation deadlines as outlined above.**
- 14. In determining whether or not gross mismanagement of public money or a public asset amounts to wrongdoing, the following factors may be taken into consideration:**

 - 14.1. The seriousness and willfulness or recklessness of the acts or omissions in question;**
 - 14.2. The repetitive or systemic nature of the acts;**
 - 14.3. The impact or potential impact of the gross mismanagement on the organization's ability to carry out its mandate; or**
 - 14.4. The impact or potential impact on the organizations, employees, clients and/or the public trust.**
- 15. Safe Disclosure Panel**

 - 15.1. The Employer and the Union agree to establish a Safe Disclosure Panel.**
 - 15.2. The costs associated with the Safe Disclosure Panel shall be borne by the Employer.**
 - 15.3. The Safe Disclosure Panel is an independent mechanism which will perform the following functions:**

- 15.3.1. Receive and investigate disclosures directly in the situations set out in paragraph 17;
 - 15.3.2. Serve as an appeal body as set out in paragraph 22;
 - 15.3.3. Provide independent evaluation on the administration and implementation of this Memorandum by way of an annual report to be delivered jointly to the Minister Responsible for the *Public Service Act* and to the President of the Union of Northern Workers.
- 15.4. The Safe Disclosure Panel shall be a two person panel made up of the following:
 - 15.4.1. One member appointed on behalf of the Employer; and
 - 15.4.2. One member appointed on behalf of the Union.
- 15.5. The party appointing a member to the Safe Disclosure Panel may revoke that appointment at any time.
- 15.6. A new Panel Member shall be appointed within 30 days of the revocation of appointment of the previous Panel Member.
- 15.7. Where the appointment of a Panel Member has been revoked, the remaining Panel Member shall complete any ongoing active investigations.

16. Powers of the Safe Disclosure Panel:

- 16.1. The Safe Disclosure Panel may in the course of an investigation require any person who, in the Panel's opinion, is able to give any information relating to any disclosure being investigated by the Panel.
 - 16.1.1. To give written or oral replies to questions;
 - 16.1.2. To produce any books, records, reports, documents or other items, including electronic records and documents;
 - 16.1.3. To provide any other information requested by the Panel related to the administration of this Memorandum.
- 16.2. The Panel may remove data, documents or items for the purpose of making copies or for further inspection from any office. Any copying or further inspection done under this paragraph must be

carried out in a timely manner, and the documents or things must be returned promptly to the person from whom they were taken.

- 16.3. If, during an investigation, the Panel has reason to believe that another or additional wrongdoing has been committed, the Panel may investigate that wrongdoing.

17. Reporting Directly to the Safe Disclosure Panel:

- 17.1. A disclosure may be made by an employee directly to the Safe Disclosure Panel only in the following circumstances:

17.1.1. If the employee has made a disclosure in accordance with the procedures established under paragraph 7 and an investigation in respect of the disclosure has not been completed in accordance with those procedures;

17.1.2. If the employee has made a disclosure in accordance with the procedures established under paragraph 7 and the matter has not been resolved within the time periods established under either paragraphs 7 or 13.5 and 13.6 of this Memorandum;

17.1.3. If the subject-matter of the disclosure involves the employee's Deputy Head;

17.1.4. If the employee reasonably believes that a matter constitutes an urgent situation such that there is insufficient time to make a disclosure under paragraph 7;

17.1.5. If the employee has made a disclosure in accordance with the procedures established under paragraph 7 and is unable to complete the procedures because a reprisal has been taken or directed against the employee; or

17.1.6. If the employee reasonably believes that a reprisal is likely to be taken or directed against the employee if the disclosure is made in accordance with the procedures established under paragraph 7.

- 17.2. With respect to a disclosure made under the procedures described in paragraph 8.1 if in the opinion of the Safe Disclosure Panel there is an urgent situation, the Safe Disclosure Panel must disclose the matter:

17.2.1. To an appropriate law enforcement agency;

- 17.2.2. In the case of a health-related matter, to the Chief Public Health Officer appointed under section 4 of the *Public Health Act*;
- 17.2.3. In the case of an environmental matter, to the Chief Environmental Protection Officer appointed under section 3 of the *Environmental Protection Act*;
- 17.2.4. To the department responsible for managing, controlling or containing the risk, if any; or
- 17.2.5. To a regulatory body responsible for regulation over the risk, if any.

18. When an employee makes a disclosure to the Safe Disclosure Panel, the Safe Disclosure Panel may take any steps they consider appropriate to help resolve the matter within the department, including the use of alternative dispute resolution mechanisms, like mediation.

19. Where An Investigation Is Not Required:

- 19.1. The Safe Disclosure Panel is not required to investigate a disclosure or, if an investigation has been initiated, may cease the investigation if, in the opinion of the Safe Disclosure Panel:
 - 19.1.1. The subject-matter of the disclosure could more appropriately be dealt with initially or completely, according to a procedure provided for under another statute, regulation or public policy;
 - 19.1.2. The subject-matter of the disclosure is already being investigated;
 - 19.1.3. The disclosure relates to a matter that could more appropriately be dealt with according to procedures under the Collective Agreement or other applicable employment agreement;
 - 19.1.4. The disclosure is frivolous or vexatious, has not been made in good faith or does not deal with a wrongdoing;
 - 19.1.5. The disclosure relates to a decision, action or matter that is based on a public policy or financial policy or directive;
 - 19.1.6. The disclosure does not provide adequate particulars about the wrongdoing as required by paragraph 4 of this

Memorandum to permit the conduct of a fair and effective investigation.

20. If the Panel decides not to investigate a matter because paragraph 19.1.1 applies, the Panel may request the Deputy Head to report on the status of the investigation within any period of time determined by the Panel.

21. If the Panel decides not to investigate or to discontinue an investigation, the Panel must, in writing, inform the employee who made the disclosure and the affected department of the Panel's decision and the reasons for the decision.

22. Appeal:

22.1. An Employee who has made a disclosure in accordance with the procedures established under paragraph 7 and who is dissatisfied with a final decision of the Safe Disclosure Coordinator or a Deputy Head, may appeal the decision to the Safe Disclosure Panel within 30 days of receiving the final decision.

22.2. The Safe Disclosure Panel shall manage an appeal in the same manner as a disclosure under paragraph 7.

23. Final Decision:

23.1. The findings and conclusions of the Panel are a final decision and not subject to review.

23.2. The Safe Disclosure Panel should strive to achieve a unanimous decision on the findings and conclusions to be made with respect to a disclosure on wrongdoing.

23.3. Where the members of the Safe Disclosure Panel cannot come to a unanimous decision on the final outcome of a disclosure of wrongdoing, their deadlock shall be resolved as follows:

23.3.1. Each Panel Member shall submit their proposed findings and conclusions to a retired judge to be evaluated.

23.3.2. The retired judge shall be provided through the services of ADR Chambers or another similar service.

23.3.3. Any costs associated with accessing the services contemplated in paragraph 23.3 shall be borne by the Employer.

23.3.4. In order to assist the Panel in coming to a unanimous decision, the retired judge shall meet with and discuss the proposed findings and conclusions with the Panel Members, if necessary.

23.3.5. If after discussions with the retired judge, the Panel is still not able to come to a unanimous decision, then the retired judge shall provide the Panel Members with his/her evaluation of their proposed findings and conclusions and provide his/her recommendations to resolve the deadlock between them.

23.3.6. The Panel will adopt the evaluation and recommendations of the retired judge.

24. Resolution of Disclosure:

24.1. Once an investigation into a disclosure has been completed, the Safe Disclosure Coordinator will ensure that the person who made the disclosure is advised of the following:

24.1.1. That the investigation into the disclosure is complete;

24.1.2. The outcome of the investigation; and

24.1.3. The process to appeal the decision, if applicable.

25. Where an investigation concludes that there has been wrongdoing as contemplated by this Memorandum, the findings and reasons for those findings shall be made available to the public, the parties to this Agreement and other employees.

26. Duty to Report:

26.1. Nothing in this Memorandum relating to the making of a disclosure shall be construed as affecting an employee's obligation under any legislation or by an employee's professional association to disclose, report or otherwise give notice of any matter.

26.2. Where an employee has made a disclosure under any other legislation, rule or regulation of a professional association and advises the Employer of that disclosure in a timely manner, then they will receive the same protection from reprisal as if the disclosure had been made under this Memorandum.

27. Fabricated, Frivolous & Vexatious Complaints:

27.1. A disclosure which is found to be fabricated, frivolous or vexatious is not a complaint made in good faith and is not protected under this Memorandum.

28. Safety From Reprisal for Employees:

28.1. No person shall take or direct, or counsel or direct a person to take or direct, any reprisal against an employee because the employee has, in good faith, sought advice about making a disclosure, made a disclosure, co-operated in an investigation under this Memorandum, or declined to participate in a wrongdoing.

28.2 . An employee may make a written complaint to the Safe Disclosure Panel if the employee alleges that a reprisal has been taken or directed against the employee.

28.3. A complaint of reprisal must be in Form "B".

28.4. The Safe Disclosure Panel shall manage and investigate a disclosure of reprisal in the same manner as a disclosure under paragraph 7.

28.5. Where the Safe Disclosure Panel finds that a disclosure of reprisal is founded, the Panel will make recommendations on steps that must be taken to remedy the situation with the intention of correcting the consequences of reprisal.

28.5.1. The Employer will confirm whether it accepts all or part of the recommendations within 21 days of receiving the recommendations.

28.5.2. If all or part of the recommendations is not accepted, then the Safe Disclosure Panel shall remain seized to hear submissions from both parties on why the recommendations are not acceptable to the Employer and make a final decision.

28.5.3. The Safe Disclosure Panel shall convene to hear submissions on the recommendations within 14 days of being advised that the Employer does not accept the recommendations.

28.5.4. The Safe Disclosure Panel shall issue a decision on those submissions within 7 days after hearing the submissions.

29. Annual Reporting:

29.1. For so long as this Memorandum is in effect, the Safe Disclosure Panel shall provide an annual report jointly to the Minister responsible for the *Public Service Act* and to the President of the Union of Northern Workers on the administration and implementation of this Memorandum.

29.2. In order to prepare its report, the Panel may request from the Safe Disclosure Coordinator statistical information on any disclosures of wrongdoing that have been made and resolved, including the following information:

29.2.1. The nature of the wrongdoings disclosed;

29.2.2. The number of disclosures received;

29.2.3. The number of disclosures acted on and not acted on;

29.2.4. Whether, in carrying out the work contemplated by this Memorandum, the Panel received, or did not receive, all the information and explanations required:

29.2.5. Whether the disclosures were founded or unfounded;

29.2.6. Whether or not there were any disclosures of reprisal; and

29.2.7. Whether the disclosures of reprisal were founded or unfounded.

29. The Panel's annual report may identify and make recommendations for modification or clarification with respect to any provision of this Memorandum.

30. Permanent Storage of Safe Disclosure Panel Files

At the time of filing its annual report, the Safe Disclosure Panel shall provide all closed files to the Department of Finance, where the files shall be confidentially secured. Panel members only shall have access to the files as required.

31. Effective Date:

31.1. This Memorandum shall come into effect April 1, 2013 and remain in force until legislation providing protection for employees covered by this Collective Agreement who disclose information is enacted by the Legislative Assembly of the Northwest Territories.

Either party may request that the effective date set out in paragraph 31.1 be extended by up to 60 days to ensure that adequate arrangements are in place for the Safe Disclosure Panel, training and other operational aspects related to implementation of this Memorandum.

All of which is respectfully submitted as the unanimous recommendations of the Joint Committee of the Employer and the Union on the Safe Disclosure of Information, this 14 day of December, 2012.

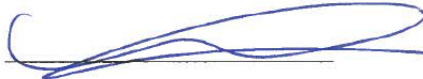
Employer Committee Members:



Michelle Beard



Alan Cash

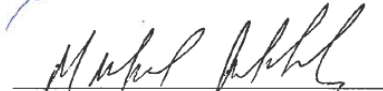


Sarah A.E. Kay

Union Committee Members:



Todd Parsons



Michael Arbuckle



Patricia Ducharme

FORM "A"

SAFE DISCLOSURE OF INFORMATION Disclosure of Wrongdoing Form



Please include as much information as known. If additional space is required to complete any section, please attach to this page.

CONTACT INFORMATION

Name: _____ Position: _____
Community: _____ Territory/Province: _____
Postal Code: _____ Phone Number: _____
Email: _____
Preferred Time to Contact: Day _____ Evening _____ Weekend _____

MAKING A DISCLOSURE

Disclosure is being made to:

Supervisor [] Safe Disclosure Coordinator [] Deputy Head []

Please check the ground(s) under Safe Disclosure of Information for which you are filing a disclosure of wrongdoing. The matter is:

- An illegal action under territorial or federal legislation or regulation
- Gross mismanagement of public money or a public asset
- An action that creates substantial and specific danger to health, safety and/or the environment
- Knowingly counselling or directing someone to do any one of the above

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Has this disclosure been made previously

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If yes, to who and what was the outcome of that disclosure?

DETAILS OF WRONGDOING

Please provide the details of the nature of the wrongdoing, include name(s), date(s), location(s), detailed description of the incident, witnesses to the incidents(s), etc., attaching any supporting document if possible. Use additional pages if required.

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Certification and Authorization

I believe the information I have provided is true to the best of my knowledge*

Signature of individual disclosing the wrongdoing

Date (Day/Month/Year)

X

/ /

*Knowingly making a false or misleading statement is a violation of the Safe Disclosure of Information Process

FORM "B"

SAFE DISCLOSURE OF INFORMATION

Complaint of Reprisal Form



Please include as much information as known. If additional space is required to complete any section, please attach to this page.

CONTACT INFORMATION

Name: _____ Position: _____
Community: _____ Territory/Province: _____
Postal Code: _____ Phone Number: _____
Email: _____
Preferred Time to Contact: Day _____ Evening _____ Weekend _____

Information about your REPRISAL COMPLAINT

Reprisal means any of the following measures taken against an employee because the employee has, in good faith, sought advice about making a disclosure, made a disclosure, co-operated in an investigation under this Memorandum, or declined to participate in a wrongdoing:

- (a) dismissal, layoff, suspension, demotion or transfer, change of job location, reduction in wages, change in hours of work or reprimand;
- (b) any measure, other than one mentioned in paragraph (a), that adversely affects the employee's employment or working conditions;
- (c) a threat to take any of the measures referred to in any of paragraphs (a) or (b).

Please identify the date (s) on which reprisal(s) was or were taken against you:

Please identify the date (s) on which you became aware of reprisal(s) if different from the date of the actual reprisal(s):

DETAILS OF REPRISAL

Please describe any measures taken against you that constitute reprisal (see definition of reprisal above); Please include relevant dates and names of persons alleged to be responsible for the reprisal(s). Attach any supporting documents if possible. Use additional pages if required.

--

DID you make a protected disclosure of wrongdoing or have you cooperated in an investigation?

YES

NO

Please provide details below including relevant dates and name of the person(s) to whom you made a protected disclosure. Attach supporting documentation or use a separate page if necessary

--

Is the subject-matter of this reprisal complaint currently being dealt with under another public policy, legislation or under the grievance procedures of the Collective Agreement?

YES

NO

Please provide details below. Attach Supporting documentation or use a separate page if necessary

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Certification and Authorization

I believe the information I have provided is true to the best of my knowledge*

Signature of individual making the complaint of reprisal(s) Date (Day/Month/Year)

X	/ /
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*Knowingly making a false or misleading statement is a violation of the Safe Disclosure of Information Process