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ESSENTIAL AND EMERGENCY SERVICES AGREEMENT

between

NORTHWEST TERRITORIES POWER CORPORATION

and

UNION OF NORTHERN WORKERS

Introduction

This agreement has been negotiated between the Union of Northern Workers and the Public Service Alliance of Canada (the Union) and the NWT Power Corporation (NTPC) to satisfy the provisions in Section 41.02 of the *Public Service Act* (PSA) of the Northwest Territories.

General

Attached in Appendix A is a signed list of bargaining unit positions which are required to provide essential services and/or to respond to an emergency situation, in accordance with the *Public Service Act* (the "Act").

In addition to the attached list the parties have agreed on the following:

1. **Emergency Protocol** - The employee will only perform the duties needed to address the emergency, and any duties arising therefrom, which are necessary to prevent further emergency. Upon completion of the duties they will leave the worksite. The employee will not be requested to perform other tasks.

In the event of an emergency as defined under 41.02(1) of the PSA, the Employer will immediately contact the designated or alternate UNW representative by phone to advise of the emergency. The Employer will simultaneously contact the employee(s) required to respond to the emergency.

Prior to the commencement of job action, the UNW will provide the Employer with a current phone list for the designated and alternate UNW representatives.

2. **Availability of Employees**-Employees in positions which are required to provide essential services and/or to respond to emergency situations will cooperate with the

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employer in making themselves available for services when called on by the employer during a strike. In that regard, they will provide the employer with current contact information and they will update the employer when information changes.

- 3. Unanticipated Emergency Situations-** The parties have developed the emergency services lists under the Essential and Emergency Services Agreement with certain situations in mind, but we recognize that unforeseen emergency situations could arise. In the event of an unanticipated emergency situation the response time to deal with this will be critical.

In the event of an unanticipated emergency situation, where employees have not been identified in the Essential and Emergency Services Agreement, the Employer will immediately advise the UNW of the unanticipated emergency, and simultaneously call in the employee(s) required to respond to the emergency. The Employer and UNW would agree to meet within one hour (or a mutually agreeable timeframe) to find an appropriate resolution to the on-going emergency situation, and plan for future emergencies of the same nature.

Prior to commencement of job action, the UNW will provide the Employer with a current phone contact listing for the designated and alternate UNW representatives.

The parties agree that disputes between the parties with respect to the other party's actions regarding an unanticipated emergency may be addressed using an agreed upon On-Call Arbitrator. The Parties will appear before the On-Call Arbitrator within 24 hours of the grievance being filed, or at a time mutually agreed upon.

- 4. Certification and Training** – Where an employee in a position which is required to provide essential services and/or to respond to an emergency situation be required by law to have training or certification in order to perform the duties of their position, NTPC and the Union agree that such training and certification must be kept current during a strike. Should any training or certification required by law lapse or otherwise not meet legal requirements, NTPC and the Union agree that affected employees will complete the training or certification, as scheduled by NTPC. NTPC will make reasonable efforts to arrange training off-site.
- 5. Apprentices-** NTPC and the Union agree that apprentices will only be placed on the emergency service list and will only be required to work in emergency situations where they will be assisting a journeyperson. Where apprentices are attending technical school at the time of a strike, they will be permitted to complete that portion of technical school during the strike.
- 6. Change in Employer's Operations /Facilities-** In the event that there are significant changes to the Employer's operations or facilities following the signing of the Essential

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and Emergency Services Agreement, the Agreement may be re-opened by either party to enable the Employer and the UNW to re-negotiate the essential and/or emergency services affected by this significant change.

The party seeking to re-open the Essential and Emergency Services Agreement will, as soon as possible, inform the other party in writing of the Agreement provisions they consider affected by the significant change to the Employer's operations or facilities, and will propose revised language for these provisions.

The parties will, as soon as possible, attempt to reach agreement on the proposed language. If resolved, that agreement will be incorporated onto the Essential and Emergency Service Agreement; if a resolution cannot be reached, a party may give notice in writing and follow the process outlined in section 41.02(3) of the *Public Service Act*. Any award made by the Arbitrator shall then be incorporated into the Essential and Emergency Service Agreement.

If immediate action is required before an agreement can be reached or a determination can be issued, as the case may be, the Employer may take necessary steps to ensure that essential services are continued and emergency situations are addressed.

7. **Acting Designations**- The Employer agrees to end the acting assignments of UNW bargaining unit members who are acting in excluded or senior management positions at the onset of job action and return them to their BU position.

8. **Bargaining Team Members** - The Employer will make reasonable efforts to keep the members of the bargaining team off the Essential Services schedule. The Employer will advise the UNW as soon as possible if one of these members must be utilized during job action.

9. **Distribution of letter to Essential and Emergency Workers**- As outlined in article 41.03 "Notice to Employees" the Minister will distribute letters to all employees who are required to work during a strike, including the status of the employee as Essential and/or Emergency per this Agreement. NTPC will distribute all designated bargaining unit employees with an individual letter setting out his or her respective obligations under this Agreement prior to the commencement of a strike or a lock-out.

For UNW: Todd Parsons, President, UNW

Todd Parsons
Dec 20, 2018

For NTPC: *Sharmayne Horton*
Acting Human Resources Manager

Sharmayne Horton
Dec 20/18

sent

Tularemia	Thermal	Plant Superintendent, including crucial	PC1E, including crucial	Yes	Yes-1 position on standby all other hours	Must wear respirator in the community, OR changes	Shift days: Mon-Fri plus 1 plant shift/Saturday & Sunday
Tuberculosis	Thermal	Plant Superintendent, including crucial	PC1A, including crucial	Yes	Standby all other hours	Must wear respirator in the community, OR changes	Shift days: Mon-Fri plus 1 plant shift/Saturday & Sunday
Unlabeled	Thermal	Plant Superintendent, including crucial	PC1B, including crucial	Yes	Standby all other hours	Must wear respirator in the community, OR changes and minor maintenance	Shift days: Mon-Fri plus 1 plant shift/Saturday & Sunday
Measles	Thermal	Thermal Electrical Field Engineer	PC04		Yes-2/77 standby	unanticipated emergencies	
Measles	Thermal	Thermal Mechanical Field Engineer	PC06		Yes-2/77 standby	Ongoing mechanical support related heating systems	
Foot Scabies	Thermal	Senior Mechanic	PC17	Yes		Mechanical difficulty/engine failure	Shift Monday to Friday
Foot Scabies	Thermal	Electrician	PC18, PC19 (week)	Yes		Ongoing electrical/maintenance work	Shift Monday to Friday
Foot Scabies	Thermal	Lead Weld Diesel Mechanic	PC18	Yes		Ongoing electrical maintenance work	Shift Monday to Friday
Foot Scabies	Thermal	Plant Operator	PC19	Yes			Shift Monday to Friday

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