



File: 2122-81.02-3

July XX, 2022

TO: ALL NEU/PSAC MEMBERS WORKING AT QULLIQ ENERGY CORPORATION (QEC)

RE: TENTATIVE AGREEMENT REACHED

On June 24th, 2022, your NEU/PSAC North bargaining team reached a tentative agreement with the Qulliq Energy Corporation. The tentative agreement, if ratified by the membership, will commence upon the date of signing unless otherwise indicated and will have an expiry date of December 31st, 2024.

A summary of the negotiated improvements in the tentative agreement follows.

Economic Provisions

- Four-year agreement with a compounded increase of **9.286% wage increase** over 4 years.
 - Appendix "A" Wages
 - January 1st, 2021 1.50%
 - January 1st, 2022 1.50%
 - January 1st, 2023 2.00%
 - January 1st, 2024 4.00%
- Signing bonus of \$1,000.00 payable to employees on strength on the date of ratification.
- Retroactivity payable to employees on strength on the date of ratification.

Other highlights

- Increase in pay for Plant Checks. Plant Check, Superintendents, Operators and/or Assistant Operators will now receive two hours pay instead of one hour.
- New *Inuit Cultural Leave* with 2 days paid for an employee in order to engage in Inuit cultural pursuits, including but not limited to hunting, fishing or harvesting.
- Improved Acting pay increasing from 5.00% to 10.00%
- Improved provision on combining leaves. Employees can now use their full or partial vacation credits in combination with other leaves.
- Special Leave shall now accumulate at a new and improved per hour rate matching the GN collective agreement.
- Special Leave shall now be granted to an employee being the escort for a member of their immediate family for non-elective medical evacuation.
- Increased provision when working a holiday, employees may now request to receive :
 - The pay they normally would have received had they not worked the holiday;
 - Plus, eight (8) hours in their Statutory Leave bank as a lieu day;
 - As well as, an additional eight (8) hours in their Overtime bank;
 - This addresses the former problem of working Stats and negatively affecting Pension due to a coding error on the back end of Finance.
- New Family Abuse Leave with 5 days paid and 5 unpaid.
- Improved provision for employees travelling out of their home community to work, they can request to work shifts of eight (8) hours with an additional two (2) hours of Overtime per day.
- Improved language effectively putting an end to the unfair two-tier system for different jobs in QEC regarding earning of OT when travelling and performing work outside of Headquarter areas.
- New HOLIDAY SHUTDOWN (expiring with the agreement unless renewed)

- All full time indeterminate, term or casual employees, except for employees employed in an Essential Service capacity as designated by the Employer, shall receive four (4) days of leave with pay between Christmas Eve (December 24th) and New Year's Day.
- shall be designated by the Employer as "Shutdown" days.
- Leave under this shutdown shall count as time worked and is pensionable;
- The duration of this Agreement shall be from January 1, 2021, to December 31, 2024.
- Improved Annual Location Allowance (Appendix A-2 NNA) which will reflect new amounts as per the new GN agreement & existing QEC "me too clause"
- Improved Protective Clothing Subsidy :
 - Employees no longer have to purchase items upfront and submit receipts to receive their up to \$1,300 in subsidy.
 - The Employer will establish a list of preferred supplier(s) from whom the employees may purchase personal protective clothing every fiscal year. Purchases will be charged to the Employer's account with the supplier.
 - With the approval of the Employer, an Employee may purchase authorized personal protective clothing from another supplier.
- NEW LOU # 6 – Changes to Public Service Act : National Truth and Reconciliation Day & Extended Compassionate Care leave will be considered added to the agreement when such changes are enacted.
- Improved definition of Dependant to include broader provisions matching the Nunavut Teacher's Association.
- Improved provision on Sick Leave medical certificates: the Employer will not require the production of a medical certificate where obtaining a medical certificate from a Health Centre or Medical professional within the employee's community could prove hazardous and or dangerous due to harsh weather conditions.
- New Memorandum of Understanding #9 The Parties agree to refer the following matters to the Joint Consultation Committee in accordance with Article 36.04 (b), and to meet within sixty days of ratification to have such discussions:
 1. various exploratory ways of making access to the Iqaluit Plant safer and less hazardous; and,
 2. the possibility of the creation of an employee Health Care Spending Account, in the context of renewal coverage and cost, to Joint Consultation
- Maternity Leave changes & Parental Leave without Pay as per GN tentative agreement & changes to *Employment Insurance Act*
- Improved provision requiring supervisors to attempt contacting available qualified employees in the community before deciding, to perform work of non-supervisory employees.
- Union dues will now be deducted as per the GN collective agreement.
- Leave When Employment Terminates – outstanding vacation leave credits will be paid out based on hourly rate of pay instead of daily rate of pay upon termination
- Modified Special Leave with pay for up to 5 days, "where a member of the immediate family residing outside the employee's community of residence becomes seriously ill and the employee is required to care for that family member;"
- Injury on duty- the Employer may grant ~~injury on duty~~ leave in the case of an employee where the territorial Workers' Compensation Board has ruled against the claim.
- Appendix B – Name change to *Policy Directives* and deletion of first paragraph which required the Employer to provide all existing policies within 30 of the signing of the agreement and the Union getting four weeks to review and comment.
- Appendix C – Deletion of the note requiring that every Apprentice be offered a full-time indeterminate position the successful completion of their apprenticeship program.
- Definitions of "Employee" moved to Appendix E
- Appendix E Categories of Employees: added Relief Employees, short term casuals, long term casuals, term employees and Apprentices definitions & bargained applicability of the CA to those positions .
- Retiree benefits: Members now have retirement benefits We obtained clarity from the Employer on this. The details are upcoming and will be released to members by QEC.

- LOU # 3 TRANSPORTATION TO AND FROM WORK IQALUIT - This Letter of Understanding shall cease to apply on October 1st, 2023.
- LOU # 6 CONTINUOUS OPERATION – deleted

Other Editorial changes:

- All references to gender specific language be modified to reflect gender neutral language.
- Delete Article 4 - “Reserve” and renumber subsequent Articles.
- Other various and non-substantive editorial changes throughout the agreement.

The full details on all changes bargained are in the attached Memorandum of Settlement. Please review the attached information carefully prior to casting your ballot.

The bargaining team acknowledges the contributions of Mary Anne Walker and Jason Rochon during this round of bargaining.

The bargaining team members:

Kathy Aulenbach
David Ford
Stephan Inaksajak
Lisa Kirk
Darren Pacione, PSAC Research Officer
Maxime Thibault-Gingras, PSAC Negotiator

unanimously recommend its acceptance.

In solidarity,



Lorraine Rousseau
PSAC Regional Executive Vice-President, North Region

cc. Jason Rochon, President, NEU
Yusur Al-Bahrani Regional Political Communication Officer Negotiations Section
Patricia Harewood, A/Director, Representation and Legal Services Branch
Daniel Kinsella, Regional Coordinator
Reine Zamat, Supervisor, Membership Administration
Megan Whitworth, Administrative Assistant, Membership Administration
Regional Office Branch National Mobilization
Kelly Greig, Member Information Advisor
Louise Casselman, Social Justice Fund Officer
Laura Avalos, Social Justice Fund Advisor

MEMORANDUM OF SETTLEMENT

Between

QULLIQ ENERGY CORPORATION

(the Employer)

and

PUBLIC SERVICE ALLIANCE OF CANADA

(the Union)

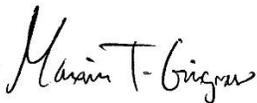
The Bargaining Committees of the Employer and the Union have reached a tentative Collective Agreement.

The Bargaining Committees of each of the Employer and the Union agree to unanimously recommend the tentative Collective Agreement to their principals for acceptance.

The tentative Collective Agreement is the Collective Agreement between the Employer and the Union expiring December 31st, 2020 is renewed, with the changes set out in this Memorandum of Settlement.

DATED: June __24__, 2022

For the Union



For the Employer



MEMORANDUM OF SETTLEMENT

Upon ratification by both the members of the Union and the Government of Nunavut, the following changes will be made to the collective agreement.

(~~Strikethroughs~~ indicate deletions. **Bold** indicates amended language. Underlined text denotes editorial changes.)

The Collective Agreement expiring December 31st, 2020 is amended as follows:

Editorial changes:

Various Articles – Gender Neutrality

All references to gender specific language be modified to reflect gender neutral language.

Change all references from “his/her” to “they/their”.

Delete Article 4 - “Reserve” and renumber subsequent Articles.

2.01 (f) “Dependant” means:

- (i) the spouse of an employee who is residing with the employee;
- (ii) any child, **adopted child or stepchild** of the employee who:
 - (a) is attending school or is a student at some other institution and is under the age of 21;
 - (b) is under 21 years of age and dependent upon the employee for support or;
 - (c) is 21 years of age or older and dependent upon the employee by means of mental or physical **illness or** infirmity.
- (iii) **Any foster child who is residing with the Employee and who is under 21 years and dependent on the Employee for support.**

- (iv) **Any other relative of the Employee who is a member of the Employee's household and is totally dependent upon the Employee for support because of a mental or physical illness.**

2.01 (h) "Employee" means a member of the Bargaining Unit and who is an employee under the *Qulliq Energy Corporation Act*, **as defined in Appendix "E"**. and includes:

- ~~(i) an "indeterminate employee" which means a person employed for an indeterminate period;~~
- ~~(ii) a "part-time employee" which means a person who has been appointed to a position for which the hours of work on a continuing basis are less than the standard work day, week or month and whose terms of employment are governed by Article 46;~~
- ~~(iii) a "student casual employee" which means a person employed for work of a temporary nature and whose terms of employment are governed by Appendix I;~~
- ~~(iv) a "term employee" which means a person other than a casual or indeterminate employee who is employed for a fixed period in excess of four (4) months.~~

3.02 It is agreed that supervisors shall not, subject to operational requirements, perform the work of non-supervisory employees **without attempting to contact and/or call in available qualified employees of the bargaining unit within the community.**

10.01 ~~Effective the first of the month following the signing of this Agreement, the~~ **The Employer** will, as a condition of employment, deduct an amount equal to the amount of membership dues from the pay of all employees to whom this Agreement applies.

13.02(b) Employee Called as a Witness

Where operational requirements permit, the Employer will grant leave with pay to an employee called by the union as a witness before an arbitration hearing. ~~and where operational requirements permit, leave with pay to an employee called as a witness by the Union.~~

15.05 Leave When Employment Terminates

On termination, an employee or his/her estate shall be paid by direct deposit or cheque for any outstanding vacation leave credits, based on his/her **daily hourly** rate of pay immediately prior to termination.

15.09 Subject to operational requirements, employees will not be unreasonably denied the entitlement to use their full or partial Vacation Leave credits in combination with other paid leaves provided under Articles 16, 18 and 22 of this collective agreement.

16.06 Compensation for Work on a Holiday

(a) Where an employee works on a holiday, ~~he/she~~ **they** shall be paid:

(ii) where the employee so requests compensation for all hours worked on the holiday at the rate of two (2) times his/her regular rate of pay for all hours worked, in addition to banked hours in lieu of the pay that he/she would normally have been granted had he/she not worked on the holiday, up to the maximum set under article 22.11(c). at the employee's request, the pay that they would normally have been granted had they not worked on the holiday. Additionally, they shall receive eight (8) hours in their Statutory Leave bank as a lieu day, as well as an additional eight (8) hours in their Overtime bank. If the Employee's Overtime bank is full as per 22.11 (c), the eight (8) hours of Overtime will be paid out.

(b) Subject to operational requirements, lieu days will be granted at a time requested by an employee including days continuous to the employee's vacation leave.

(c) Unused lieu days in **the Statutory Bank in** excess of six (6) days as of December 31 of each calendar year shall be liquidated in cash during the first pay period in February. Such cash payment will be based on the employee's current straight time rate.

18.01 ~~An employee who has earned at least ten (10) days pay in a calendar month shall earn special leave credits for that month at the rate of:~~

- ~~(i) 3.33 hours per month where an employee's regular scheduled hours per day are 8, or;~~
- ~~(ii) 3.125 hours per month where an employee's regular scheduled hours per day are 7.5, or;~~
- ~~(iii) where an employee's regular scheduled hours per day are less than 7.5, entitlement shall be pro-rated based on his/her daily hours.~~

18.01 (a) (i) An employee shall earn special leave credits up to a maximum of thirty (30) days at the rate of 0.023077 special leave hours for each hour that an employee receives pay.

(ii) Special leave will be earned hourly based on the earning rates identified in the individual leave clauses. Leave will accrue on all regular hours, paid vacation leave, paid sick leave, paid special leave hours, and union leave

with or without pay except for leave under Article 13.12. Leave will also accrue on earned lieu time taken and on designated paid holidays taken.

18.05 Special leave with pay shall, subject to operational requirements and with advance notice, be granted to employees for ~~one (1)~~ **two (2)** working days per fiscal year, to be taken at the discretion of the employee.

18.06 Special leave with pay shall be granted for a period of up to five (5) consecutive working days:

(c) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill, **and the employee is required to care for that family member;**

18.11 In the case of an employee being the escort for a member of their immediate family, the employee may be granted special leave for non-elective medical evacuation only. Such leave will not be unreasonably denied.

19.03 (c) Notwithstanding (a) above, the Employer will not require the production of a medical certificate where obtaining a medical certificate from a Health Centre or Medical professional within the employee's community could prove hazardous and or dangerous due to harsh weather conditions.

20.02 Injury-on-Duty Leave

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by the territorial Workers' Compensation Board that ~~he/she is~~ **they are** unable to perform ~~his/her~~ **their** duties because of:

- (i) personal injury accidentally received in the performance of ~~his/her~~ **their** duties, and not caused by the employee's willful misconduct;
- (ii) sickness resulting from the nature of ~~his/her~~ **their** employment, or;
- (iii) over exposure to radioactivity or other hazardous conditions in the course of employment, if the employee agrees to pay to the Employer any amount received by ~~his/her~~ **their** for loss of wages in settlement of any claim ~~his/her~~ **they** may have in respect of such injury, sickness or exposure.

Notwithstanding the foregoing Section, the Employer may grant ~~injury-on-duty~~ leave in the case of an employee where the territorial Workers' Compensation Board has ruled against the claim.

An employee who is awaiting a decision of the Workers' Compensation Board may be granted sick leave credits in accordance with Clause 19.05 if the employee agrees to pay to the Employer any amount received by him/her for loss of wages in settlement of any claim ~~he/she~~ **they** may have in respect of such injury, sickness or exposure.

20.09 (A) Maternity Leave

- (a) (i) An employee who becomes pregnant shall notify the Employer **in writing** at least fifteen (15) weeks prior to the expected date of the termination of ~~her~~ **their** pregnancy and, subject to section (ii) of this Clause, shall, ~~eleven (11)~~ **twelve (12)** weeks before the expected date of the termination of ~~her~~ **their** pregnancy be granted leave without pay for a period ending not later than ~~twenty-six (26)~~ **seventeen (17)** weeks after the date of the termination of ~~her~~ **their** pregnancy.
 - (ii) The Employer may:
 - (a) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than ~~twenty-six (26)~~ **seventeen (17)** weeks after the date of the termination of ~~her~~ **their** pregnancy;
 - (b) grant maternity leave without pay to an employee to commence earlier than ~~eleven (11)~~ **twelve (12)** weeks before the expected termination of ~~her~~ **their** pregnancy;
 - (c) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
 - (iii) Leave granted under this Clause shall be counted for the calculation of "continuous service" for the purpose of calculating severance pay.
- (b) (i) After completion of six (6) months continuous service, an employee who provides the Employer with proof that she has applied for and is receiving employment insurance benefits pursuant to Section 22, *Employment Insurance Act*, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.
 - (ii) An applicant under this provision shall sign an agreement with the Employer providing:
 - (a) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
 - (b) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.
 - (iii) Should the employee fail to return to work as per the provisions of this provision the employee recognizes that ~~she is~~ **they are** indebted to the Employer for the amount received as maternity leave allowance.
- (c) In respect of the period of maternity leave, payments will consist of the following:

- (i) For the first ~~one (1)~~ week, payments equivalent to **ninety-three percent (93%)** of ~~her~~**their** weekly rate of pay. For up to a maximum of an additional 15 **sixteen (16)** weeks, payments equivalent to the difference between the employment insurance benefits ~~she~~**they are** is eligible to receive and 93% of ~~her~~**their** weekly rate of pay. Where an employee has received the full **sixteen (16)** ~~fifteen (15)~~ weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, ninety-three percent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.
- (ii)
 - (a) for a full-time employee, the weekly rate of pay referred to in this provision shall be the weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment on the day immediately preceding the commencement of the maternity leave;
 - (b) for a part-time employee, the weekly rate of pay referred to in this provision shall be the pro-rated weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment averaged over the six (6) month period of continuous service immediately preceding the commencement of the maternity leave.
- (d) Further, when a pregnant employee produces a statement from ~~her~~**their** physician that her working condition may be detrimental to ~~her~~**their** health or that of the foetus, the Employer will either change those working conditions where that is reasonable within operational requirements or allow the employee to take leave of absence without pay for the duration of ~~her~~**their** pregnancy.

(B) Request for Leave

Initial Request for Leave

- (a) Requests for parental leave must be submitted in writing at the same time as requests for maternity leave.
- (b) Requests for maternity leave must be submitted in writing four (4) weeks prior to the commencement of the leave.
- (c) Appropriate leave application forms must be completed and forwarded to the employee's immediate supervisor. A medical certificate will be required and the certificate must provide the expected date of delivery.

(C) Authorization

Extensions may be granted upon submission of acceptable medical certificates but approval of any variance from policy rests with the Employer.

(D) Return to Duty

- a. ~~Within a two (2) month period following the date of delivery notice in writing identifying an intention to return to work must be received by the Employer. Failure to provide such notice may result in termination of employment.~~
- b. Supervisors must be given at least four (4) weeks notice of intended date of return.

(E) Benefits During Leave

- a. Employees returning to work from maternity leave or parental leave retain service credits accumulated prior to taking leave.
- b. Where employees elect to maintain coverage for medical, group life and other benefits while on leave, they may;
 - i. elect to pay employee premiums in advance of the leave;
 - ii. elect to have the employer pay both portions of the premiums and authorize the employer to recover the employee premiums paid on behalf of the employee when the employee returns to work or terminates.
- c. Illness arising due to pregnancy during employment and prior to this leave of absence may be charged to normal sick leave credits.
- d. Pension contributions are required for the first three (3) months of the leave period. For leave periods in excess of three (3) months, the employee has the option to buy back the service period but it is not required.

20.10 Parental Leave Without Pay

(a) Where an employee has or will have the care or custody of ~~his/her~~ **their** newborn child, or an employee has commenced proceedings to adopt a child or obtains an order for the adoption of a child, ~~he/she~~ **they** shall be granted parental leave without pay for **one of the following periods;**

- (i) a single period of up to thirty ~~seven (37)~~ **five (35)** consecutive weeks. This leave without pay shall be taken during the fifty two (52) week period immediately following the day the child was born or, in the case of adoption, within the fifty two (52) week period from the date the child comes into the employee's care and custody; or,

Or

- (ii) ~~Where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized, the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall not end later than one hundred four (104) weeks after the day at which the child comes into the employees care.~~ **a single period of up to sixty-one (61) consecutive weeks if they are entitled to receive, and have opted for, the Extended Parental Benefits available under the Canada *Employment Insurance Act*. This leave without pay shall be taken during the seventy-eight (78) week period immediately following the day the child was born or, in the case of adoption, within the seventy-eight (78) week period from the date the child comes into the employee's care and custody.**
- (b) Other than in exceptional circumstances beyond the control of the employee, an employee who intends to request parental leave without pay must complete and submit a Leave Without Pay Application four (4) weeks prior to the first day of leave. In the case of an adoption, the employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been completed.
- (c) Leave granted under Clause 20.10(a) shall be counted for the calculation of "continuous service" for the purposes of calculating severance pay.
- (d) After the completion of six (6) months of continuous service, an employee who has been granted parental leave without pay and who provides the Employer with proof that he/she has applied for and is in receipt of parental benefits pursuant to the *Employment Insurance Act* shall be paid a parental leave allowance.
- (e) An application under Clause 20.10 (d) shall sign an agreement with the Employer providing:
- i. that ~~he/she~~ **they** will return to work and remain in the Employer's employ for a period of at least six (6) months after his/her return to work;
 - ii. that ~~he/she~~ **they** will return to work on the date of the expiry of ~~he/she~~ **their** parental leave without pay unless this date is modified with the Employer's consent.
- (f) Should the employee fail to return to work, as per the provisions of Clause 20.10 (e)(ii), except by reason of death, disability or lay-off, the employee recognizes that he/she is indebted to the Employer for the amount received as a parental leave allowance. Should the employee not return for the full six month period, the employee's indebtedness shall be reduced on a prorated basis according to the number of months he/she returned to work.

- (g) Parental leave allowance payments for an employee who has not taken maternity leave without pay, or who has taken maternity leave without pay and has not received a maternity leave allowance, **shall be equivalent to one of the following:**
- (i) ninety-three percent (93%) of the employee's weekly rate of pay for the first ~~one (1)~~ **thirteen (13)** weeks, payments equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay, **provided the employee is entitled to receive and has opted for, the Standard Parental Benefit available under the Canada *Employment Insurance Act*; or,**
 - (ii) **seventy-one percent (71%) of the employee's weekly rate of pay for the first week, and for an additional sixteen (16) weeks, payments equivalent to the difference between the employment insurance benefit the employee is eligible to receive and seventy-one percent (71%) of the employee's weekly rate of pay provided the employee is entitled to receive, and has opted for, the Extended Parental Benefit available under the Canada *Employment Insurance Act.***
- (h) Parental leave allowance payments for an employee who has taken maternity leave without pay and has received a maternity leave allowance shall be equivalent to **one of the following:** ~~ninety-three percent (93%) of the employee's weekly rate of pay for a period of fourteen (14) weeks.~~
- (i) **the difference between the employment insurance benefit they are eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay for a period of fourteen (14) weeks, provided the employee is entitled to receive and has opted for, the Standard Parental Benefit available under the Canada *Employment Insurance Act*; or**
 - (ii) **the difference between the employment insurance benefit they are eligible to receive and seventy-one percent (71%) of the employee's weekly rate of pay for a period of seventeen (17) weeks, provided the employee is entitled to receive, and has opted for, the Extended Parental Benefit available under the Canada *Employment Insurance Act.***
- (i) Parental leave allowance payments shall consist of the following:
- (i) up to a maximum of ~~twelve (12)~~ **fourteen (14)** weeks payments or ~~fourteen (14)~~ **seventeen (17)** weeks payments, as the case may be, equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety-three (93%) percent of ~~his/her~~ **their** weekly rate of pay;
 - (ii) (a) for a full-time employee the weekly rate of pay referred to in Clauses

20.10(g) and (h) shall be the weekly rate of pay to which ~~he/she is~~ **they are** entitled for the employee's classification on the day immediately preceding the commencement of the parental leave without pay;

- (b) for a part-time employee, the weekly rate of pay referred to in Clauses 20.10(g) and (h) shall be the prorated weekly rate of pay to which ~~he/she is~~ **they are** entitled for the employee's classification averaged over the six month period of continuous service immediately preceding the commencement of parental leave without pay.

(j) Parental leave without pay taken by an employee in conjunction with maternity leave without pay shall be taken immediately after the expiration of maternity leave without pay **The combined period of the maternity and parental leaves shall be one of the following:**

- (i) **a period not exceeding fifty-two (52) weeks;**
- (iii) **a period not exceeding seventy-eight (78) weeks, provided the employee is entitled to receive, and has opted for, the Extended Parental Benefit available under the Canada *Employment Insurance Act*.**

(k) **When parental leave is taken by an employee couple, both of whom are employed by the Employer, the parental leave allowance payments for both employees combined and the parental leave periods for both employees combined shall be one of the following:**

- (i) **parental leave allowance payments not exceeding a total of fourteen (14) weeks, and parental leave without pay not exceeding a total of thirty-five (35) weeks provided the employee couple is entitled to receive, and has opted for, the Standard Parental Benefit available under the Canada *Employment Insurance Act*; or**
- (ii) **parental leave allowance payments not exceeding a total of seventeen (17) weeks, and parental leave without not exceeding a total of sixty-one (61) weeks for both employees combined provided the employee couple is entitled to receive, and has opted for, the Extended Parental Benefit available under the Canada *Employment Insurance Act*.**

(l) **Once an employee has chosen the Standard Parental Benefits or the Extended Parental Benefit available under the Canada *Employment Insurance Act*, this choice cannot be changed or revoked. In the case of an employee couple, both employees must choose the same option under the Canada *Employment Insurance Act*.**

20.15 Family Abuse Leave

- a) **The Employer recognizes that employees face situations of violence or abuse in their personal life that may affect their attendance and performance at work.**
- b) **Employees experiencing family abuse or employees with a dependent child experiencing family abuse shall be granted leave with pay up to five (5) days per fiscal year and an additional leave without pay for up to five (5) days per fiscal year to attend appointments with professionals, legal proceedings, or engage in any necessary activities to support their health, safety, and security.**
- c) **This leave may be taken as consecutive days, as single days, or as a half day, with request for approval being sought as soon as is reasonably possible.**
- d) **This leave will be in addition to existing leave entitlements.**
- e) **There shall be no carryover of unused Family Abuse Leave from one fiscal year to the next.**
- f) **All personal information concerning family abuse will be kept confidential in accordance with relevant legislation and shall not be disclosed to any other party without the employee's written agreement, or as may be required by law,**
- g) **An employee shall not be eligible for Family Abuse leave if the family abuse is committed by the employee.**

20.16 Inuit Cultural Pursuit leave

Subject to operational requirements, leave with pay may be granted on very short notice, to a maximum of two (2) paid days per year to an employee in order to engage in Inuit cultural pursuits, including but not limited to hunting, fishing or harvesting. Such leave shall not be unreasonably withheld.

21.04 Resignation (~~applicable only to employees hired prior to April 12, 1995~~)

An employee hired prior to April 12, 1995, who has four (4) or more years' continuous service is entitled to be paid on resignation severance pay equal to the amount obtained by multiplying half of his/her weekly rate of pay on resignation by the number of completed years of his/her continuous service to a maximum of 26 years less any period in respect of which he/she was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave by the Employer or any part of the public service as defined in the *Public Service Act*.

- 24.03 (a) An employee who is on a work assignment away from his/her headquarters area, and who arrives on his/her day of rest, will normally be authorized to carry on working at the appropriate required rate of pay during those days of rest. Alternatively, he/she may, at the discretion of the Employer be allowed to return to his/her headquarters area for his/her rest period.

(b) An employee who is absent from home on a designated paid holiday or day of rest and does not work, shall receive cash payment at time and one half (1 1/2) his/her daily rate of pay.

~~(c) Only with the request of an employee and with the approval of the Employer when an employee is working away from their normal headquarters for periods of time that are expected to be in excess of three continuous working days; and~~

~~(i) when the job is of such nature that an employee is not required to work overtime; and~~

~~(ii) the job, in the estimation of the supervisor, can be performed practically and reasonably beyond the normal daily/weekly hours of work, the Employer may change the regular work schedule to permit the employee to work extra hours daily.~~

~~The employee will be compensated for that extra time so worked by being allowed that time off immediately upon return to the employee's headquarters. Employees may defer taking the time off for up to a 60 calendar day period.~~

~~(d) It is understood that any combination of hours worked in excess of eight hours in any one day or 40 hours in any one week under Article 24.03(c) will be used solely as time off in lieu of pay, hour for hour, and will not, under any circumstances be subject to overtime under articles in this collective agreement.~~

22.18 When an employee travels out of their home community to execute work on behalf of the Employer, they shall be eligible to request to work shifts of eight (8) hours with an additional two (2) hours of Overtime per day.

26.01 (b) (i) Plant Checks

In lieu of standby pay specified in Article 26.01(a) and overtime pay specified in Articles 22 and 26 for regular plant checks, **where the Employer requires that a Plant Check be performed**, Superintendents, Operators and/or Assistant Operators shall be paid a daily allowance of ~~one (1) hour~~ **two (2) hours pay** (three (3) hours pay on days of rest and designated paid holidays) at their regular rate of pay for each day a plant check is performed payable bi-weekly. For certainty, there is no overtime for Plant Checks.

28.09 Salary Payable to an Acting Incumbent

(a) Where an employee is required by the Employer in writing to perform the duties of a position having a higher maximum salary than the maximum salary applicable to his/her present position, the employee shall be paid the minimum Pay Grade salary of the position or an amount of ~~5.0%~~ **10.0%** above their regular pay, whichever is the greater.

32.10 Right to Refuse Dangerous Work

An employee shall have the right to refuse to work in a dangerous situation.

- (b) An employee may refuse to do any particular act or series of acts at work which he/she has reasonable grounds to believe are dangerous to his/her health or safety, or the health and safety of any other employee, at the place of employment, until sufficient steps have been taken to satisfy him/her otherwise, or until the ~~Chief Safety Officer~~ **Health, Safety and Environment Representative** or his/her ~~representative designate~~, has investigated the matter and advised him/her otherwise.

33.03 General

These employees will be covered under the ~~Great West Life~~ Group Benefit Program in accordance with the terms of these plans.

35.04 An employee may contribute Certificates, Diplomas, and/or rewards and recognitions to his/her official personnel file. All other documentation must be approved by the Director of Human Resources ~~& Organizational Development~~.

42.01 ~~On September 1st of each year, eligible employees shall be reimbursed an annual personal protective clothing allowance of up to \$1,300.00 upon submitting receipts (for the period of September 1st of the previous year to August 31st to the Employer as follows:~~

The Employer will establish a list of preferred supplier(s) from whom the employees may purchase personal protective clothing, under the following conditions:

- (a) **Employees will be provided with a list of personal protective clothing which is authorized for purchase;**
- (b) **Employees may purchase authorized personal protective clothing not exceeding thirteen hundred dollars (\$1,300.00) annually (inclusive of GST and shipping), for the year running April 1st to March 31st the following year.**
- (c) **Purchases will be charged to the Employer's account with the supplier; and,**
- (d) **With the approval of the Employer, an Employee may purchase authorized personal protective clothing from another supplier.**

45.01 The term of this Agreement shall be from January 1, ~~2017~~ **2021**, to December 31, ~~2020~~ **2024**. Changes to pay schedules in Appendices "A" and "A-1" shall be effective on the dates specified in the schedules. All other provisions of this Agreement take effect on the date of signing unless another date is expressly stated therein.

46.01 Unless otherwise specified, part-time employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion as their weekly hours of work

compare to the standard work week for their position classification. Part-time employees' eligibility for the ~~Great West Life~~ Group Benefit Program and Superannuation is determined in accordance with the eligibility requirements of these plans.

Appendix “A” Wages

January 1 st , 2021	1.50%
January 1 st , 2022	1.50%
January 1 st , 2023	2.00%
January 1 st , 2024	4.00%

Signing bonus of \$1,000.00

Retroactivity and signing bonus payable to employees on strength on the date of ratification.

Appendix “A-2” Annual Location Allowance

Sanirajak Hall-Beach	707	\$23,561
Kinngait Cape-Dorset	703	\$20,980
Naujaat Repulse Bay	607	\$21,894

Appendix B

POLICY DIRECTIVES

~~The Employer agrees that it shall provide the Union with electronic copies of all existing policies within thirty (30) days of the date of signing of this Agreement. The Union shall have four weeks to review and comment. The Employer will give consideration to any points raised and will revise the policies as appropriate.~~

The Employer also agrees that any new policies or revised policies will be provided to the Union prior to implementation. The Union will have not less than ten days to review and comment. The

Employer will give consideration to any points raised and will revise the policies as appropriate.

The time periods referred to above may be extended upon mutual agreement.

APPENDIX "C"

RATES OF PAY FOR APPRENTICES

Persons employed as apprentices in accordance with approved territorial or provincial apprenticeship programs shall be paid a percentage of the applicable journeyman rate of pay in accordance with the following provisions:

- (a) on appointment and in the first six (6) months of the apprenticeship program, at a rate equivalent to sixty three percent (63%) of the journeyman rate.
- (b) in the second six (6) months of the apprenticeship program, at a rate equivalent to sixty eight percent (68%) of the journeyman rate.
- (c) in the second year of the apprenticeship program, at a rate equivalent to seventy three percent (73%) of the journeyman rate.
- (d) in the third year of the apprenticeship program, at a rate equivalent to eighty three percent (83%) of the journeyman rate.
- (e) in the fourth year of the apprenticeship program, at a rate equivalent to ninety three percent (93%) of the journeyman rate.
- (f) the Employer will pay the Apprentice while attending trade courses his/her current hourly rate of pay, however, the Apprentice will reimburse the Employer for any salary allowances received from the Territorial Government and the Federal Government or any other allowances in lieu of salary.

~~NOTE: Apprentices taking an apprenticeship program at the time of the signing of this Agreement shall be offered a full-time indeterminate position at the successful completion of their apprenticeship program.~~

APPENDIX "E"

CATEGORIES OF EMPLOYEES

1. Employment Categories:

~~"Casual Relief Employee" means a person employed on an indeterminate or term basis to provide services ordinarily provided by other employees, by the Employer on an as and when needed, or to provide services on an emergency basis. required basis for a period not exceeding twenty (20) consecutive working days.~~

~~“Casual Employee” means a person employed by the Employer on an as and when required basis for a period not exceeding twenty (20) consecutive working days.~~

“Short Term Employee **Casual**” means a person employed by the Employer for a fixed period of greater than twenty (20) consecutive workings days but not exceeding four (4) months, without a break in continuous service of ten (10) or more consecutive working days.

“Long Term ~~Employee~~ **Casual**” means a person hired **on a casual basis** by the Employer **and who has continuous service beyond 4 months**

~~“Summer “Student Employee” means a person employed by the Employer, according to the eligibility criteria of the Government of Nunavut’s Summer QEC Student Employment Equity Program (SSEEP SEP), on a temporary basis for a period not to exceed four (4) months.~~

“Co-Op Student” means a person employed by the Employer for a fixed duration, which links classroom instruction with paid employment, for the purposes of providing employability skills while applying in business settings what they have studied in university.

“Indeterminate Employee” means a person employed by the Employer on a part-time or full-time basis for an indeterminate period.

"term employee" means an employee appointed for a specified period exceeding four months but does not include a casual employee.

“Apprentice Employee” means a person other than a casual or indeterminate employee who is employed for a fixed period as part of the Employer’s Apprenticeship Program.

2. Relief Employees:

The following terms and conditions will apply to the employment of relief employees by the Qulliq Energy Corporation:

The Employer shall ensure that a series of relief employees are not employed to perform the duties of any one particular job classification, or in lieu of establishing a full-time position or filling a vacant position.

Relief employees will be paid at the rate of pay established in the Collective Agreement for the job classification that they are employed to perform.

- (a) The Location Allowance shall be pro-rated to an hourly rate by dividing the annual rate for the community by the standard yearly hours (1,950 or 2,080) and paid bi-weekly.**

(b) Relief employees will be entitled to the provisions of the Collective Agreement from their first day of employment, with the following exceptions:

- **Article 14.03 and 14.04 – Leave General**
- **Article 15 – Vacation Leave**
- **Article 16 – Designated Paid Holidays**
- **Article 18 – Special Leave**
- **Article 19.07 – Travel Expenses – Illness of Employee or Dependent**
- **Article 20 – Other Types of Leave and Paid Time Off**
- **Article 21 – Severance Pay**
- **Article 22.11 (c) – banking of lieu time**
- **Article 29 – Lay-off**
- **Article 30 – Probationary Period**
- **Article 36.05 Joint Consultation**
- **Article 33 – Insurance Plans**
- **Article 42 – Protective Clothing Subsidy**
- **Article 47 – Job Evaluation Appeal**
- **Appendix A-1 – Continuous Service Bonus**
- **Appendix C – Rates of Pay for Apprentices**

(c) A Relief employee shall be granted in lieu of earned vacation and other benefits, the following percentages of their earnings, excluding overtime and any other premium, on a bi-weekly basis:

- **10%, on entering the public service;**
- **12%, on completing two years of continuous service in the public service;**
- **14%, on completing nine years of continuous service in the public service;**
- **16%, on completing fourteen years of continuous service in the public service;**
- **18%, on completing twenty years of continuous service in the public service.**

(d) If the employee is entitled to bilingual bonus, the amount payable shall be pro-rated.

(e) Appendix A1: Relief employees who are on staff as of November 1st each year and who have a minimum of six months continuous service will receive an annual Continuous Service Bonus according to their

length of service, pro-rated to a percentage of the number of regular hours that employee has worked in the twelve months prior to November 1st each year to a maximum of 100%.

- (f) Relief employee contracts will be considered active for a period of 1 year since the date of hire and will be required to be renewed for each consecutive year.

~~3. Casual Employees:~~

~~The following terms and conditions will apply to the employment of casual employees by the Qulliq Energy Corporation.~~

~~The Employer shall ensure that a series of casual employees are not employed to perform the duties of any one particular job classification, or in lieu of establishing a full-time position or filling a vacant position.~~

~~Casual employees will be paid at the rate of pay established in the Collective Agreement for the job classification that they are employed to perform.~~

- ~~(a) The Location Allowance shall be pro-rated to an hourly rate by dividing the annual rate for the community by the standard yearly hours (1,950 or 2,080) and paid bi-weekly.~~

- ~~(b) Casual employees will be entitled to the provisions of the Collective Agreement from their first day of employment, with the following exceptions:~~

- ~~• 2.01 (c) "Continuous Service"~~
- ~~• Article 14.03 and 14.04 — Leave General~~
- ~~• Article 15 — Vacation Leave~~
- ~~• Article 19.07 — Travel Expenses — Illness of Employee or Dependent~~
- ~~• Article 20.01 Court Leave~~
- ~~• Article 20.06~~
- ~~• Article 20.09 — Maternity Leave~~
- ~~• Article 20.10 — Parental Leave without Pay~~
- ~~• Article 20.13 — Deferred Salary Leave~~
- ~~• Article 29 — Lay-off~~
- ~~• Article 30 — Probationary Period~~
- ~~• Article 33 — Insurance Plans~~
- ~~• Article 35 — Employee Performance Review and Employee Files~~
- ~~• Article 42 — Protective Clothing Subsidy~~

● ~~Appendix C – Rates of Pay for Apprentices~~

~~(c) In lieu of earned vacation, casual employees shall receive a payment of 6% of regular gross earnings, excluding location allowance.~~

- ~~1. If the employee is entitled to bilingual bonus, the amount payable shall be pro-rated.~~
- ~~2. Casual employees with a scheduled work week of thirty-seven and one-half (37 ½) hours must work 37.5 hours per week and 7.5 hours per day before they are eligible for overtime in accordance with Article 22. Casual employees with a scheduled work week of forty (40) hours must work 40 hours per week and 8 hours per day before they are eligible for overtime in accordance with Article 22.~~

3. Short Term **Casual** Employees:

The following terms and conditions will apply to the employment of Short Term **Casual** employees by the Corporation.

- (a) The Employer shall ensure that a series of Short Term **Casual** employees are not employed to perform the duties of any one particular job classification, or in lieu of establishing a full-time position or filling a vacant position.
- (b) Short Term **casual** employees will be paid at the rate of pay established in the Collective Agreement for the job classification that they are employed to perform.
- (c) The Location Allowance shall be pro-rated to an hourly rate by dividing the annual rate for the community by the standard yearly hours (1,950 or 2,080) and paid bi-weekly.
- (d) Short Term **Casual** employees will be entitled to the provisions of the Collective Agreement with the following exceptions:
 - 2.01 (c) “Continuous Service”.
 - Article 14.03 and 14.04 – Leave General
 - Article 15 – Vacation Leave
 - Article 19.07 – Travel Expenses – Illness of Employee or Dependent
 - Article 20.01 – Court Leave
 - Article 20.06
 - Article 20.09 – Maternity Leave
 - Article 20.10 – Parental Leave without Pay
 - Article 20.13 – Deferred Salary Leave
 - Article 29 – Lay-off
 - Article 30 – Probationary Period
 - Article 33 – Insurance Plans
 - Article 35 – Employee Performance Review and Employee Files

- **Article 36.05 – Joint Consultation**
 - Article 42 – Protective Clothing Subsidy
 - **Article 47 - Job Evaluation Appeal**
 - **Appendix A-1 – Continuous Service Bonus**
 - Appendix C – Rates of Pay for Apprentices
- (e) In lieu of earned vacation, Short Term **Casual** employees shall receive a payment of 6% of regular gross earnings, excluding location allowance.
- (f) A Short Term **Casual** employee shall upon commencement of employment be notified of his/her date of termination of employment, and shall be provided a one day written notice of lay-off for each week of continuous service to a maximum of ten (10) days notice if termination occurs before the end of the specified term.
- (g) If the employee is entitled to bilingual bonus, the amount payable shall be pro-rated.
- (h) Short Term **Casual** employees with a scheduled work week of thirty-seven and one-half (37 ½) hours must work 37.5 hours per week and 7.5 hours per day before they are eligible for overtime in accordance with Article 22. Short Term employees with a scheduled work week of forty (40) hours must work 40 hours per week and 8 hours per day before they are eligible for overtime in accordance with Article 22.

4. Long Term **Casual** Employees:

The following terms and conditions will apply to the employment of Long Term **Casual** employees by the Qulliq Energy Corporation.

- (a) The Employer shall ensure that a series of Long Term **Casual** employees are not employed in lieu of establishing a full-time position or filling a vacant position.
- (b) Long Term **Casual** employees will be paid at the rate of pay established in the Collective Agreement for the job classification that they are employed to perform.
- (c) The Location Allowance shall be pro-rated to an hourly rate by dividing the annual rate for the community by the standard yearly hours (1,950 or 2,080) and paid bi-weekly.
- (d) **Long Term Casual employees will be entitled to the provisions of the Collective Agreement with the following exceptions:**
- **Article 20.09 – (b) (c) Maternity Leave**
 - **Article 20.10 – (d) through (j) Parental Leave without Pay**
 - **Article 20.13 – Deferred Salary Leave**
 - **Article 29 – Lay-off**
 - **Article 30 – Probationary Period**
 - **Appendix C – Rates of Pay for Apprentices**

- (e) If the employee is entitled to bilingual bonus, the amount payable shall be pro-rated.
- (f) The provisions of Article 29 – Lay-off do not apply. A Long Term **Casual** employee shall upon commencement of employment be notified of his/her date of termination of employment, and shall be provided a one day written notice of lay-off for each week of continuous service to a maximum of ten (10) days notice if termination occurs before the end of the specified term.

5. Summer Student Employee and Co-Op Students:

~~Summer~~ Students or Co-Op Students hired by the Employer will be subject to the following terms and conditions.

- (a) The Parties understand that there will be no hiring or systematic release and rehire of summer students or Co-Op Students as a means of avoiding the creation of indeterminate employment in the bargaining unit. No employee of the bargaining unit shall suffer a reduction in the hours of work, pay or benefits as a result of work performed by students. In case of conflict between this Memorandum of Understanding and the Collective Agreement, the provisions of this Memorandum of Understanding will govern.
- (b) The eligibility criteria of the ~~Summer~~ Student Employment ~~Equity~~ Program (**SSEEP SEP**) ~~as administered by the Government of Nunavut~~ shall apply.
- (c) ~~Summer~~ Student employees are not to be employed for periods in excess of four (4) continuous months.
- (d) A ~~summer~~ student or Co-Op Student employee shall be entitled to the provisions of the Collective Agreement except as follows:
 - Article 2.01 (c) “Continuous Service”
 - Article 14.03 and 14.04 – Leave General
 - Article 15 – Vacation Leave
 - Article 19.07 – Travel Expenses – Illness of Employee or Dependent
 - Article 20.01 Court Leave
 - Article 20.06
 - Article 20.09 Maternity Leave
 - Article 20.10 – Parental Leave without Pay
 - Article 20.13 – Deferred Salary Leave
 - Article 29 – Lay-off
 - Article 30 – Probationary Period
 - Article 33 – Insurance Plans
 - Article 35 – Employee Performance Review and Employee Files
 - **Article 36.05 - Joint Consultation**

- Article 42 – Protective Clothing Subsidy
 - **Article 47 – Job Evaluation Appeal**
 - **Appendix A-1 – Continuous Service Bonus**
 - Appendix C – Rates of Pay for Apprentices
- (e) ~~Summer~~ Student and Co-op Student employees are entitled to receive remuneration on a bi-weekly basis at the first increment of the Pay Grade for the position to which they are hired.
- (f) The Location Allowance and Bi-lingual Bonus shall be pro-rated to an hourly rate by dividing the annual rate for the community by the standard yearly hours (1,950 or 2080) and paid bi-weekly.
- (g) In lieu of earned vacation, ~~summer~~ student and Co-Op Student employees shall receive a payment of six percent (6%) of regular gross earnings, excluding location allowance.
- (h) A ~~summer~~ Student employee and Co-Op Student shall, upon commencement of employment, be notified of the anticipated termination of his/her employment, and shall be provided with a one (1) day written notice of lay-off for each week of continuous service for which the student was in receipt of earnings, to a maximum of ten (10) days notice.
- (i) ~~Summer~~ Student and Co-Op Student employees with a scheduled work week of thirty-seven and one-half (37.5) hours must work 37.5 hours per week and 7.5 hours per day before being eligible for overtime in accordance with Article 22. ~~Summer~~ Student and Co-Op Student employees with a scheduled work week of forty (40) hours must work 40 hours per week and 8 hours per day before being eligible for overtime in accordance with Article 22.

6. Indeterminate Employee:

- (a) The terms and conditions of part-time indeterminate employees are governed by Article 46 of the Collective Agreement.
- (b) Full-time employees are entitled to all the provisions of the Collective Agreement.

7. Term Employees:

The following terms and conditions will apply to the employment of Term employees by the Qulliq Energy Corporation.

- (a) **The Employer shall ensure that a series of Term employees are not employed in lieu of establishing a full-time indeterminate position.**
- (b) **Term employees will be paid at the rate of pay established in the Collective Agreement for the job classification that they are employed to perform.**
- (c) **Term employees shall not be entitled to the benefits of 20.09 (c) and 20.10 (d)**

8. **Apprentice Employee:**

The terms and conditions of an Apprentice Employee shall be the same as those of a Termemployee with the following exceptions:

(a) The rates of pay for apprentices shall be set out in Appendix C.

LETTER OF UNDERSTANDING # 3

RE: TRANSPORTATION TO AND FROM WORK IQALUIT

The Corporation shall provide transportation to and from the Iqaluit Main Plant for all bargaining unit employees who work at the Iqaluit Main Plant.

This Letter of Understanding shall cease to apply on October 1st, 2023.

~~LETTER OF UNDERSTANDING #6
CONTINUOUS OPERATION~~

~~The Employer and the Union agree that in the event that the Employer begins a continuous operation, the Employer and the Union will negotiate a 12-hour shift schedule for that operation.~~

Letter of Understanding #6

Changes to the *Public Service Act*

The Parties acknowledge that the *Public Service Act* as it reads as of the date of ratification does not mirror many leave entitlements found in employment standards legislation in other Canadian jurisdictions.

For greater certainty, the Parties acknowledge that, in the event there are legislative changes to the *Act* which provide superior benefits in the following areas, these changes shall be deemed to have been incorporated into the provisions of this Collective Agreement:

- National Truth and Reconciliation Day
- Extended Compassionate Care leave.

**Memorandum of Understanding #9
Joint Consultation**

The Parties agree to refer the following matters to the Joint Consultation Committee in accordance with Article 36.04 (b), and to meet within sixty days of ratification to have such discussions:

- 1. various exploratory ways of making access to the Iqaluit Plant safer and less hazardous; and,**
- 2. the possibility of the creation of an employee Health Care Spending Account, in the context of renewal coverage and cost, to Joint Consultation**

Memorandum of Understanding #10

HOLIDAY SHUTDOWN

During the life of this Memorandum, entitlement under Article 20.12 Winter Bonus Days is suspended.

All full time indeterminate, term or casual employees, except for employees employed in an Essential Service capacity as designated by the Employer, shall receive four (4) days of leave with pay between Christmas Eve (December 24th) and New Year's Day on days ~~that~~ which are not designated paid holidays or a day in lieu of a designated paid holiday falling on an employee's day of rest;

Such days shall be designated by the Employer as "Shutdown" days.

Where Christmas Eve (December 24th) falls on a Saturday or Sunday, the Friday immediately before Christmas Eve (December 24th) shall be one of the four (4) shutdown days;

Leave under this shutdown shall count as time worked and is pensionable;

If an Employee is designated to work on a Shutdown day, they shall be paid at straight time rates for regular hours and shall be granted equivalent leave with pay. Such leave shall be placed in the Statutory Leave bank as of January 1st of the following year and such banked time with pay will be liquidated in accordance with Article 15.06(c).

This Memorandum expires at 11:59:59 pm on December 31st, 2024, unless specifically renewed.