

## ARTICLE 26

### VACATION WITH PAY PLAN

**26.01** Each employee will be granted annual vacation with pay in accordance with the following provisions.

**26.02 (a)** During the current year an employee will be eligible for vacation with pay earned during the qualifying period, which is the preceding calendar year, provided that:

(i) such employee has at least one (1) year's seniority with the company as of December 31st of the qualifying period; and

(ii) has performed the minimum hours of work required hereunder.

**(b)** The minimum hours of work required shall be one thousand (1,000) hours of work for the company during the qualifying period. For the purposes of computing hours worked for the company hereunder:

(i) no deduction shall be made for hours absent from work due to sickness or injury arising out of and in the course of employment with the company and covered by the Workers' Compensation Act, provided the employee is on the active roll of the company during the qualifying period, and provided that this shall not apply:

(1) in the case of an employee who has not been called upon to perform work for the company for a period exceeding **their** seniority at the date when **they** last performed work for the company, or

(2) in the case of an employee who had less than thirty-six (36) months' seniority at the date when **they** last performed work for the company and who has not been called upon to perform work for the company for a period of thirty-six (36) consecutive months; and

(ii) no deduction shall be made for hours absent from work if the company has granted the employee concerned a leave of absence for union duties, unless such leave of absence is one granted under section 27.02, and

(iii) an employee shall be credited with the number of hours for which they received pay for holidays as defined

in article 25.

**26.03 (a)** An employee with less than one (1) year of seniority as of December 31st on or after the effective date of this agreement:

(i) who is enrolled on the active employment roll of the company and who has performed one thousand (1,000) hours of work for the company in the period from hire date until December 31st of the qualifying period and

(ii) who has seniority as of December 31st of the qualifying period will be entitled to a vacation of one (1) week during the current year with pay for forty (40) hours at **their** hourly wage rate. With the above rules of this section (a) for vacation eligibility otherwise applicable, an employee who is enrolled on the active employment roll of the company and who has performed five hundred (500) hours of work for the company, will be entitled to the vacation and vacation pay to which **they** would have been entitled if **they** had performed one thousand (1,000) hours of work for the company, reduced by 5% for each fifty (50) hours or fraction thereof by which the hours **they have** worked fall short of one thousand (1,000) hours.

**(b)** No deduction will be made for hours absent due to sickness or injury covered by the Workers' Compensation Act, provided the employee is on the active roll of the company during the qualifying period.

**26.04** – Not in Use –

**26.05** – Not in Use –

**26.06 (a)** An employee eligible for vacation shall be entitled to vacation pay determined on the basis of **their** seniority as of the last day of the qualifying period as follows:

<i>Seniority</i>	<i>Total Number of Hours of Vacation pay at hourly wage rates</i>
1 year but less than 2 years	80
2 years but less than 3 years	88
3 years but less than 5 years	140
5 years but less than 10 years	160
10 years but less than 15 years	180
15 years but less than 20 years	200
20 or more years	240

## **SENIORITY - OAKVILLE**

### **(Sections 15.21 - 15.39 inclusive)**

**15.26** Seniority rights of an Oakville employee shall cease for any one of the following reasons:

**(c)** if the employee fails to report for duty for five (5) consecutive working days. For the purpose of this section 15.26 (c), "five (5) consecutive working days" shall not include Saturdays, Sundays and the holidays specified in section 25.01. (This clause shall not apply if the employee furnishes satisfactory reasons to the human resources department for such failure);

**(d)** if the employee fails to return to work within five (5) consecutive working days after notification so to do to his/her address on the records of the company. For the purpose of this section 15.26 (d), "five (5) consecutive working days" shall not include Saturdays, Sundays and the holidays specified in section 25.01. (This clause shall not apply if the employee furnishes satisfactory reasons to the human resources department for such failure);