



## Sudbury Mine Mill & Smelter Worker's Union

Local 598/Unifor

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# BRINKS CANADA (Sudbury) NEWSLETTER

April 2017

Dear Fellow Members,

As we continue to slowly make progress with regards to working conditions at the branch, there are still many challenges to overcome. Trucks are continuously at the shop getting repaired and it seems no progress is getting done, they are simply too old and have too many issues (it's a losing battle).

Remember that if you feel that the truck you are to use is unsafe, you have the right to refuse. Getting back to the condition of the Branch, I have been told that the floors (garage, vault, money room) will get re-done. This should help greatly with the cleaning and reduction of dirt and dust.

On a different note, I would like to clarify what "Vacation Leave" consists of

**Article 14.01** *The vacation period in each year shall extend from the first week in January up to and including December 15<sup>th</sup>. The period extending from April 1<sup>st</sup> to September 1<sup>st</sup> and the school spring recess shall be designated as prime time. A maximum of two (2) weeks vacation may be taken during the prime time period April 1<sup>st</sup> to September 1<sup>st</sup>.*

*The EMPLOYER shall post the vacation list on November 1<sup>st</sup> of each year. Commencing November 15<sup>th</sup> and ending December 1<sup>st</sup>, the EMPLOYER shall call upon employees in order of their Divisional Seniority to make their first selection. An employee must make a vacation selection at that time or any time thereafter, but only for the weeks available at the time selection is made. Commencing December 2<sup>nd</sup>, and ending December 15<sup>th</sup>, the EMPLOYER shall call upon employees in order of their Divisional seniority to make their second selection, but only from weeks available at the time selection is made. Any employee who has not made vacation selection by December 16<sup>th</sup> shall have their vacation period assigned by the EMPLOYER. In the event an employee shall be absent during the selection periods, it shall be the employee's responsibility to advise the EMPLOYER of his vacation selection in advance.*

**Article 14.02** *Vacations and vacation pay for all part-time employees and for full-time employees show employment shall be terminated with less than one (1) year of service shall be granted and paid at the rate of four percent (4%) of the employee's total earnings during the period of their employment.*

### **Article 14.03**

- (a) *Full-time employees who have completed one (1) or more years of continuous service as full-time employees shall be granted two (2) weeks vacation with pay.*
- (b) *Full-time employees who have completed five (5) or more years of continuous service as full-time employees shall be granted three (3) weeks vacation with pay.*
- (c) *Full-time employees who have completed eleven (11) years or more of continuous service as full-time employees shall be granted four (4) weeks vacation with pay.*
- (d) *Full-time employees who shall have completed seventeen (17) years or more of continuous service as full-time service as full-time employees shall be granted five (5) weeks vacation with pay.*
- (e) *Vacation pay shall be computed at the rate of two percent (2%) of the employee's annual earnings during the preceding calendar year, January 1<sup>st</sup> through December 31<sup>st</sup>, for each week of vacation. Vacation pay shall be paid to the employee during their vacation period or prior to the start of their vacation if requested by the employee in writing 30 days prior to their vacation. The annual earnings referred to above shall be the amount shown on the respective employee's T4 form.*
- (f) *All full-time employees with five (5) years of service or more shall be able to schedule, from their annual vacation allotment, up to five (5) single vacation days, except during the July-August period or from December 15<sup>th</sup> to December 31<sup>st</sup>. For scheduling purposes, these days must be declared at the time all annual vacations are selected and must be requested in writing no later than ten (10) days prior to when they are to be scheduled. If single days remain at year end, they will be paid out by December 15<sup>th</sup>.*

**Article 14.04** Any full-time employee whose employment shall be terminated for any reason shall be paid for all vacation earned during the preceding calendar year but not previously taken, plus vacation pay for the current year computed at four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%) of the employee's total earnings during the current calendar year, depending on years of continuous service.

**Article 14.05** Any full-time employee who shall be absent from work due to service connected sickness or non-service connected to sickness or injury during any calendar year shall, for the sole purpose of having their vacation pay for that year computed, be credited with pay for the weekly guarantee of hours for each week of absence up to a maximum of thirteen (13) weeks in any year during which they were entitled to a full weekly benefit under the Worker's Compensation Act or the Group Insurance Plan described in Article 15. It is understood and agreed that no employee shall be entitled to such credit described above unless they shall have actually worked under this Agreement for a minimum period of thirteen (13) weeks during the year in which the absence occurred.

**Article 14.06** If a designated holiday occurs during any employee's paid vacation they shall be granted one (1) additional day's pay in lieu thereof computed on the basis of eight (8) hours or ten (10) hours as provided under Section 9.01 at straight time hourly rates or they shall be granted one (1) additional day off with pay provided the date of such day off shall be mutually agreed upon between the Employer and the employee.

**Article 14.07** Vacations and vacation pay for part-time employees shall be as required by Part III of the Canada Labour Code. However, effective January 1, 1997, employees who are involuntarily reduced to part-time status shall, upon resumption of a full-time status, be granted vacation time and pay in accordance with Article 14.03 as if they had never lost full-time status.

**Article 14.08** Full-time employees shall select their vacations in order of Divisional seniority. Those full-time employees entitled to more than two (2) weeks vacation must split their vacation into two (2) separate periods. Such employees shall select one period in order of their overall seniority and shall select the second period only after all other employees have made their selection. Such employees may select three (3), four (4) or five (5) consecutive weeks, provided such selection shall be made after all other employees have made their initial selection. The Employer shall allow a maximum of ten percent (10%) of the total full-time work force, by Division, off on vacation during any one (1) week or a minimum of two (2) employees provided the operations of the Employer are not disrupted.

**Article 14.09** When a full-time employee is entitled to his next increase of vacation entitlement for example, when an employee has completed five (5) years of service prior to July of a calendar year, he shall receive six (6%) percent of his previous year's earnings and three (3) weeks of vacation entitlement. For 2006, if a full-time employee has completed five (5) years of service prior to July 1, he will receive six (6%) percent of 2005 earnings based on his T4.

**Article 14.10** When a full or part-time employee has a combination of six (6) years of completed service, which includes both part-time and full-time service, he is entitled to six (6%) percent of earnings based on his T4 and three (3) weeks of vacation entitlement.

**Article 14.11** In the event of a death of an employee, then all remaining accrued vacation pay shall be forwarded with the final pay.

Continue to bring any of your concerns forward so we can address them in a timely manner.

As always, if you have any issues, please let me know as soon as possible so we can address the situation in a timely manner.

BE SAFE!

In Solidarity,

*Gates St. Louis*

Gates St. Louis  
Unit Chair/Co-Chair  
N.H.S.P.C. member  
Executive Board Member



*United we stand, divided we fall*