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October 10, 1999

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**COLLECTIVE AGREEMENT**

BETWEEN:

SEAGULL PEWTER & SILVERSMITHS LIMITED,  
Pugwash, Nova Scotia ("Seagull")

-and-

UNITED STEELWORKERS OF AMERICA,  
LOCAL 9331 (the "Union")

Effective: Jan 01/99  
Expiry: Dec 31/07

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**PREAMBLE**

WHEREAS the primary purpose and concern of Seagull is to produce high quality giftware in a timely and economical manner;

AND WHEREAS it is the intention of both parties to this Agreement:

- (1) To maintain and improve the harmonious relations which have led to the signing of this Collective Agreement.
- (2) To encourage efficiency in operations.
- (3) To promote the morale, well being and security of all employees.

NOW WITNESSETH THAT the parties hereto agree as follows:

**ARTICLE 1 - DEFINITIONS**

In this Collective Agreement

- 1.01
- (a) "Bargaining Unit" means all full-time and regular part-time production and maintenance Employees of Seagull at Pugwash, Nova Scotia but excluding those persons excluded by paragraphs (a) and (b) of Subsection (2) of Section 2 of the *Trade Union Act* and excluding also Managers, Assistant Managers, Coordinators, Supervisors, Master Mold Maker, Training Coordinator/Supervisor, Office and Clerical employees, Sales and Marketing employees, Corporate Salesperson, artists and model makers, Research and Development (Product Development) employees, Retail Store employees, Out-of-House workers and Students.
  - (b) "Business Day" means Monday to Friday inclusive.
  - (c) "Casual Employee" is an employee who is employed on an irregular or unscheduled basis. (This Collective Agreement does not apply to Casual Employees and such employees are not part of the Bargaining Unit.)
  - (d) "Collective Agreement" means this Collective Agreement and the Articles and Appendices contained herein.
  - (e) "Days" means calendar days unless otherwise indicated.
  - (f) "Department" means one of the departments of Seagull (As of the date of the signing of this Agreement the Departments are Maintenance, Production, Shipping and Receiving).
  - (g) "Director of Human Resources" means the Director of Human Resources of Seagull.
  - (h) "Employee" means an employee of Seagull included in the Bargaining Unit.
  - (i) "International Union" means the United Steelworkers of America.
  - (j) "Officer" means an Employee selected or approved by the Union.
  - (k) "Out-of-House Workers" means a person who performs work for Seagull out of or from their place of residence.
  - (l) "Parties" means the signatories to this Collective Agreement.

- (m) "Probationary Employee" means a newly hired Employee who has worked less than four hundred and eighty (480) hours of actual work.
- (n) "Seagull" means Seagull Pewter & Silversmiths Limited, Pugwash, Nova Scotia;
- (o) "Section" means one of the work areas in the Production Department (At present the Sections are Casting, Grinding, Buffing and Assembly).
- (p) "Steward" means an Employee appointed or elected by the Union.
- (q) "Student" means an Employee who is employed while attending an educational institution on a full-time basis and who intends, on completion of the employment, to return to full-time attendance at an educational institution. (This Collective Agreement does not apply to Students and such Employees are not part of the Bargaining Unit).
- (r) "Supervisor" means a Supervisory Employee of Seagull.
- (s) "Union" means United Steelworkers of America, Local 9331.

1.02 For the purpose of interpretation the pronouns "her", "she", "his" and "he", if and when used in this Collective Agreement, shall apply equally to both masculine and feminine gender and the singular shall include the plural and vice versa, wherever the context so requires.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

2.01 The Union recognizes that it is the exclusive right of Seagull to manage the affairs and to establish and direct the work force and, unless the Collective Agreement specifically provides otherwise and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of Seagull to:

- (a) maintain order, security and efficiency;
- (b) hire, promote, demote, transfer, determine qualifications, assign work, classify, discipline, suspend, layoff or discharge any Employee provided that a claim that an Employee has been demoted, disciplined, suspended or discharged without just and reasonable cause, may be the subject of a grievance dealt with as hereinafter provided;
- (c) make and alter, from time to time, reasonable rules and regulations to be observed by Employees, which rules and regulations shall not be inconsistent with the express provisions of this Agreement;
- (d) establish procedures and reasonable rules to control the theft of property of Seagull;
- (e) study or implement new or improved methods or facilities, to determine the standard and quality of work, to determine the schedules of work, kinds and locations of equipment to be used, to implement environmental guidelines, the control of materials and parts, the extension, limitation, curtailment or cessation of operations in whole or in part, to contract out work, and all other matters concerning the operation of Seagull's business not specifically restricted in this Agreement; and
- (f) determine the nature and kind of products to be produced by Seagull and the methods, procedures, equipment, materials and employees to be used in producing these products.

2.02 Nothing in this Collective Agreement restricts the right of Seagull to contract out work to non-bargaining unit employees or persons.

2.03 When Seagull has made the decision to contract out work previously performed by Employees in Production to non-bargaining unit employees or persons, Seagull will arrange a meeting with the President of the Union and at this meeting, Seagull will advise:

- (i) the type of work which is being contracted out;
- (ii) to whom the work is being contracted;
- (iii) the period of time anticipated that the work will be contracted out;
- (iv) the impact, if any, that such contracting out will have on Employees in the Bargaining Unit; and
- (v) the reasons why the decision has been made to contract out the work.

Seagull will consider any suggestions as to alternate methods of doing the work that may be raised by the President of the Union.

### **ARTICLE 3 - RECOGNITION**

3.01 Seagull recognizes the Union as the sole and exclusive collective bargaining agent for all full-time and regular part-time production and maintenance Employees of Seagull at Pugwash, Nova Scotia as described in Labour Relations Board Order No. 4048 dated January 6, 1993, but excluding those persons excluded by paragraphs (a) and (b) of subsection (2) of Section 2 of the Trade Union Act, and excluding Managers, Assistant Managers, Coordinators, Supervisors, Master Mold Maker, Training Coordinator/Supervisor, Office and Clerical employees, Sales and Marketing employees, Corporate Salesperson, artists and model makers, Research and Development (Product Development) employees, Retail Store employees, Out-of-House Workers and Students.

3.02 Seagull and the Union desire every Employee to be familiar with the provisions of this Agreement and to rights and duties under it. Seagull, at its expense, **will** give a copy in booklet form to each Employee.

3.03 Seagull and the Union agree that they will each exercise their rights under this Agreement in a reasonable manner.

3.04 Rules which apply to all Employees in the Bargaining Unit shall be given to the Union, where reasonably possible, at least seven (7) days in advance of posting of the rules. If requested by either Seagull or the Union, there will be a meeting to discuss such rules.

- 3.05 (a) Seagull will have a meeting with the President of the Union at least six (6) times per year to discuss items of mutual concern. Such meetings will be held during working hours and the President will suffer no loss of pay for attendance at any such meeting. Either representative may, with the approval of the other, have additional persons present and if such persons are Employees, such Employees will not suffer any loss of pay for attendance at such meetings.
- (b) A Management/Union Committee consisting of three (3) management members (one of which will be the senior management person of Seagull Pewter) and three (3) Union members (one of which will be the Union president) will be implemented to discuss major issues. This Committee will meet once a month for the first six (6) months and time frames thereafter will be determined by the Committee.

3.06 When Seagull has made the decision to introduce equipment in Production that will or could cause the layoff of employees, Seagull will give ninety (90) days notice in writing to the Union and will arrange a meeting with the President of the Union to notify the President of the decision and the anticipated consequences for employees. Seagull also commits to give to Employees the opportunity to train on the use of such new equipment.

#### **ARTICLE 4 - NO DISCRIMINATION**

4.01 Seagull and the Union agree that subject to the *Nova Scotia Human Rights Act* there shall be no discrimination, interference, restriction or coercion with respect to any Employee covered by this Collective Agreement by reason of any characteristic or trait protected by the Nova Scotia Human Rights Act or by reason of membership or activity in the Union.

#### **ARTICLE 5 - UNION SECURITY**

5.01 All Employees, present and future, have the choice to decide as they wish, to join or not to join the Union. The Union undertakes to admit to membership all Employees in the Bargaining Unit who apply for such membership.

5.02 Seagull agrees to deduct from the pay of each Employee (whether or not the Employee is a member of the Union) an amount each month for dues, fees and assessments in the amount certified by the Union to Seagull to be currently in effect under the constitution of the Union. Such deduction shall be made bi-weekly and shall be remitted in the first week of the following month to the International Union of such address as the International Union designates from time to time. The remittances shall be accompanied by the R-115 Form of the Union together with the names, addresses and classifications of any Employees who have left the employment of Seagull, or are on a leave of absence from Seagull, since the last remittance.

5.03 Seagull agrees to record the annual union dues for each Employee on her T4 form.



5.04 The Union shall indemnify and save harmless Seagull, its officers, employees and agents against any and all claims, demands, actions, causes of action and liabilities that arise out of or by reason of any action taken by it, them or any of them for the purpose of complying with the provisions of this Article.

5.05 Each new Employee shall be introduced by Seagull to the Union Representative designated by the Union during the orientation program and the Union Representative will then have the opportunity to provide the Employee with a brief overview of this Agreement. The Supervisor of the new Employee will introduce the Steward to the Employee during the first regular shift of the Employee.

### **ARTICLE 6 - UNION ACTIVITIES**

6.01 Seagull, the Union and the Employees agree that there will be no intimidation, interference, restraint or coercion expressed or practised with or against any Employee of Seagull relating to membership or lack of membership in the Union.

6.02 The Union agrees that duties and activities of the Union will not be carried out on Seagull's premises any time except as expressly permitted by this Agreement. A duly authorized representative of the International Union shall have access to the premises of Seagull during business hours, at reasonable times, to discuss the Union business with Employer and/or Employees but in no case shall such a visit interfere with the work of Seagull and provided further that permission is first obtained from Seagull, which permission shall not be unreasonably withheld.

- 6.03
- (a) Seagull agrees to recognize, for each shift, two (2) Stewards from Employees in Production (which includes Maintenance) and one (1) Steward from Employees in Shipping and Receiving. Seagull agrees to recognize an alternate Steward for each of such Stewards who may act in the place instead of the Steward in their absence. Probationary Employees are not eligible to be Stewards. The Union agrees that there will be up to one (1) Steward from Maintenance on each shift.
  - (b) The Union acknowledges that all Employees acting as Stewards will continue to perform their regular duties as required by Seagull and any Union activity on the premises of Seagull permitted by this Agreement will not in any way conflict with these duties provided that:
    - (i) One (1) Steward may leave her regular duties to assist Employees in processing a grievance but first must obtain permission ~~from~~ their Supervisor (or another Supervisor, **if** their Supervisor is not readily available) for such purpose, which permission shall not be unreasonably withheld;
    - (ii) When resuming her regular duties, the Steward will report to her Supervisor immediately upon return;
    - (iii) When permission in accordance with this Article is granted, the Steward will not suffer any loss of earnings for time spent in the processing of a grievance or when attending a meeting requested

or agreed to by Seagull. In no event shall the Steward receive pay at any overtime rate (unless then working overtime) or pay for time beyond scheduled hours of work; and

- (iv) If a meeting is called by Seagull outside the regular working hours of the Steward, the Steward will be paid at her regular rate of pay for the meeting.

No Steward will abuse her rights provided in this Article.

- (c) The Union shall notify Seagull in writing of the name of each Steward before Seagull shall be required to recognize any person so selected.

6.04 Seagull shall provide a locked bulletin board, in a location accessible to Employees, upon which the Union may post notices. Notices will be posted by Officers of the Union and no such notice shall contain any statements derogatory to Seagull.

6.05 Seagull agrees that an Officer of the Union shall not suffer a loss of earnings for attending a meeting called by Seagull during the regular working hours of that Officer of the Union.

6.06 Seagull agrees, where reasonably necessary, to reschedule the hours of work of the President of the Union upon her request to enable her to attend meetings called by Seagull.

6.07 If a meeting is called by Seagull outside the regular working hours of a member of the Executive of the Union, the member of the Executive will be paid at her regular rate (unless then working overtime).

**R        E 7 - NO        O C K.**

- 7.01 (a) The Union and the Employees agree that there shall be no strikes during the term of this Agreement until the Union has fulfilled the requirements of Section 47 of the *Trade Union Act*.
- (b) Seagull agrees that there shall be no lockout of Employees until Seagull has met the requirements of Section 47 of the *Trade Union Act*.

7.02 The Union agrees that if any Employees engage in any violation of Article 7.01(a) that the Union and its Officers and representatives will take all reasonable affirmative steps to immediately end such action.

**ARTICLE 8 - GRIEVANCE PROCEDURE**

8.01 A grievance is any dispute arising between Seagull and any Employee(s) or the Union regarding the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated.

**8.02** An Employee grievance shall be processed in the following manner:

**Informal Step**

The aggrieved Employee, accompanied by the Steward, if the Employee so requests, shall discuss the matter with the Employee's supervisor within five (5) days of the occurrence of the event giving rise to the grievance.

**Step 1**

The aggrieved Employee, accompanied by the Steward, if the Employee so wishes, shall submit the grievance in writing to the Employee's Supervisor. The grievance must be submitted within ten (10) days of the occurrence of the event giving rise to the grievance. The grievance must bear the signature of the Employee and must state the section(s) of the Agreement in question and any relief sought. The Employee's Supervisor shall reply in writing to the grievance within seven (7) days from the date upon which it was received.

**Step 2**

Failing a reply in Step 1 or, if such reply is unsatisfactory to the Employee, the Union, within seven (7) days of the day the Supervisor's reply was or should have been made, may submit the grievance in writing to the Manager of the Department having supervisory responsibility for the Supervisor of the Employee ("the Manager"). In the event of a Manager being absent on a leave or because of illness or injury, Seagull has the right to designate an alternate for the Manager.

Within ten (10) days of receipt of the grievance, the Manager shall have a meeting with the Employee concerned, the Steward concerned, an Officer of the Union and any persons (including witnesses on behalf of the Union and/or Seagull) whom the Manager or the Union consider appropriate to discuss the grievance. Neither the Union nor Seagull shall abuse their rights under this Article. A representative of the International Union may, on reasonable notice, attend this meeting.

Within seven (7) days of that meeting, the Manager shall reply in writing to the grievance.

**Step 3**

Failing satisfactory settlement being reached in Step 2, the Union may refer the grievance to arbitration pursuant to this Article and Article 9.

**8.03** A grievance in compliance with Article **8.02**, Step 1 arising out of the discharge or suspension of an Employee, may be submitted directly to the Manager at Step 2.

**8.04 Union or Employer Grievance**

Any grievance between Seagull and the Union (which includes a grievance filed by the Union affecting two (2) or more Employees having a dispute arising out of the same or similar facts) must be submitted in writing (including particulars of the alleged violation) by one or the other party directly to the Manager or her designate or the Union President or her designate, as the case may be, within ten (10) days of the event giving rise to the grievance. If no satisfactory settlement is reached within fifteen (15) days following receipt of the grievance, it may be submitted by the Union or Seagull, as the case may be, to arbitration pursuant to Article 9.

8.05 No matter may be submitted to arbitration unless the parties have strictly complied with the grievance procedure and its time limits.

8.06 Employees, Stewards and Officers of the Union shall not leave their regular duties to attend a meeting under this Article without first obtaining permission of their supervisor, which permission shall not unreasonably be withheld.

8.07 All settlements arrived at shall be final and binding upon Seagull, the Union and the Employee or group of Employees concerned.

8.08 Time limits referred to in this Article can be extended by mutual agreement of the Parties.

8.09 Officers of the Union, Stewards, and Employees shall not suffer any loss of earnings for time spent attending a meeting under this Article 8. In no event shall the Officer of the Union, Steward or Employee receive pay at any overtime rate or pay for time beyond scheduled hours of work (unless then working overtime). No Officer of the Union, Steward or Employee shall abuse her rights provided in this Article.

8.10 Both the Union and Seagull agree to consider utilizing the services of the Department of Labour to resolve any dispute which is not resolved in accordance with this Article 8.

9 - ARTICLE

9.01 When either Party requests that a grievance be submitted to arbitration as provided under this Article, it shall make such request in writing within ten (10) days of receipt of the last reply under Article 8, or if no reply was received, within ten days of the day the reply should have been made, addressed to the other Party to this Agreement.

9.02 The two (2) Parties shall confer immediately and shall attempt to select, by agreement, an Arbitrator. If they are unable to agree within a period of fourteen (14) days, they or either of them may request the Minister of Labour for the Province of Nova Scotia to appoint an Arbitrator.

9.03 No matter shall be submitted to arbitration which has not been carried through all previous steps of the grievance procedure.

9.04 The Parties shall jointly bear the expense of the Arbitrator less any expenses and remuneration paid by the Nova Scotia Department of Labour.

9.05 The Arbitrator shall hear and determine the grievance and shall issue a written decision within a period of sixty (60) days from the date of the hearing.

9.06 The decision of the Arbitrator shall be final and binding on Seagull, the Union and the Employee(s) affected, provided, however, that in no event shall the Arbitrator have the power to change this Agreement or to alter, modify or amend any of the provisions, nor to make any decision in conflict with the provisions of this Agreement. Subject to Article 32, the Arbitrator shall in a discipline or discharge case have the power to substitute a lesser penalty (which includes a

requirement that Seagull pay monies for lost wages to the Employee and the regaining of lost seniority by the Employee)

9.07 At the hearing of the arbitration, the Arbitrator shall have *the* assistance of the Employee or Employees concerned and all necessary witnesses and all reasonable arrangements will be made to permit the Arbitrator to have access to the premises of Seagull to view any area or operations in dispute.

9.08 The Parties agree to abide by the provisions of Article 8 and Article 9 as the only means of resolving any difference which may arise during the term of this Agreement.

9.09 If any Party intends to object to the arbitrability of a grievance, the objection must be raised in writing by that Party at any step of the grievance procedure or at least ten (10) days before the hearing of the grievance.

#### **ARTICLE 10 - OCCUPATIONAL HEALTH AND SAFETY**

- 10.01
- (a) Seagull is committed to fostering a safe and healthy working environment and the prevention of accidents.
  - (b) Seagull and the Union agree to cooperate in the prevention of accidents and the promotion of safety and health and Seagull shall make reasonable provisions for the safety and health of Employees.
  - (c) Seagull shall provide machinery, equipment, materials and premises (including heat, light and ventilation) that is in compliance with applicable Federal, Provincial and Municipal legislation (including regulations) governing health, safety and the environment.

10.02 Seagull may maintain and institute from time to time rules regarding health and safety which must be followed by all Employees. Without restricting the generality of the foregoing, such rules may cover:

- (a) Safety clothing and equipment to be worn by Employees;
- (b) "WHMIS" training for Employees;
- (c) Restrictions on activities in production areas;
- (d) The reporting of accidents and potential hazards;
- (e) The obligation of Employees to be medically examined by a physician acceptable to the Employee (or, at the request of Seagull, from a physician on the list which is agreed to from time to time by Seagull and the Union) both following employment and from time to time during employment and on termination of employment.

Failure by an Employee to observe such Rules may result in disciplinary action.

10.03 Seagull and the Union recognize the need for constructive and meaningful consultation on health and safety matters. Consequently, a Joint Occupational Health and Safety Committee ("the Committee") shall be formed consisting of three (3) representatives of Seagull and three (3) representatives appointed by the Union. Employees on the Committee shall suffer no loss in pay for time spent on Committee functions during the normal working hours. The Committee shall hold regular monthly meetings **and** on such other occasions as agreed to by the Committee.

The Committee's functions shall include:

- (a) Receipt, investigation and prompt disposition of matters and complaints with respect to workplace health and safety;
- (b) Participation in inspections, inquiries and investigations concerning the occupational health and safety of the Employees and, in particular, participation in an inspection referred to in Section 29 of the *Occupational Health and Safety Act*;
- (c) Advising on individual protective devices, equipment and clothing which, complying with the *Occupation Health and Safety Act and Regulations*, are best adapted to the needs of the Employees;
- (d) Establishing at Seagull a preventions program that includes information and training in health and safety matters and making recommendations to Seagull, the Employees and any person for the improvement of the health and safety of persons at Seagull;
- (e) Maintaining records and minutes of Committee meetings in a form and manner approved by the Director of Occupational Health and Safety and providing such Director with a copy of the records or minutes on request;
- (f) Performing any other duties assigned to it by the Director of Occupational Health and Safety or by agreement between Seagull and the Union, or as are established by regulation under the *Occupational Health and Safety Act*; and
- (g) Dealing with relevant issues concerning chemical solvents and compounds in the workplace.

The Committee, or an Employee who so requests in writing, shall receive:

- (h) reports of inspections made and environmental tests taken at Seagull by, or at the request of, an Occupational Health and Safety Act Officer; and
- (i) an annual summary of data relating to Seagull as prepared pursuant to the Workers' Compensation Act

A representative of Seagull shall act as Chairperson of the first meeting of the Committee and thereafter representatives of the Union and Seagull shall alternate as Chairperson of the Committee.

**10.04** Seagull shall notify the Union in writing of the names of its representatives on the Committee. The Union shall notify Seagull in writing of the names of its representatives on the Committee.

**10.05** Once a month, or as often as the Committee agrees is desirable, a representative of Seagull and the Union on the Committee shall inspect the workplace of the Employees in the Bargaining Unit to observe housekeeping and to detect any unsafe condition or practice. After each such inspection, a written report shall be prepared, a copy given to both Seagull and the Union as well as the Committee.

10.06 The Chairperson of the Committee shall be responsible for the preparation of minutes of all meetings of the Committee. Copies of the minutes shall be furnished to all members of the Committee and to the Union by Seagull. The minutes of each meeting of the Committee will be posted on the bulletin boards of Seagull.

10.07 If there is a meeting of the Committee outside the regular working hours of any member of that Committee, that member of the Committee will be paid her regular rates of pay for the meeting.

10.08 Seagull shall give to the Union:

- (a) A copy of any report sent to the Federal, Provincial or Municipal governments (or any department, branch, agency, board or commission thereof) relating to the safety and health of Employees;
- (b) A copy of each Accident Report which is sent to the Workers Compensation Board of Nova Scotia and which results in more than three (3) hours of time lost from work; and
- (c) A copy of any written objection made by Seagull to any claim by an Employee for Workers Compensation.

10.09 Seagull shall comply with the *Occupational Health and Safety Act* of Nova Scotia (and the Regulations made under that Act) and, without restricting the generality of the foregoing:

- (a) A representative of the Union shall accompany an Officer from the Departments of Labour and Health who is carrying out any inspection of the working premises of the Employees; and
- (b) Any Employee may refuse to do any act at Seagull where the Employee has reasonable grounds for believing that the act is likely to endanger her health or safety or the health or safety of any other Employee until the procedures under the *Occupational Health and Safety Act* have been followed.

10.10

- (a) Every Employee shall be given a complete and comprehensive medical examination after she is hired but before she completes her second week of work. This examination shall include a complete review of the Employee's medical history with particular regard to the nature of the work which she will be required to do for Seagull and the nature of the substances to which she will be exposed.
- (b) Seagull shall provide a medical surveillance program on no less than an annual basis for each Employee who is exposed to lead and any other substance which Seagull and the Union mutually determine in the future should be the subject of periodic medical surveillance.
- (c) The Employee shall be informed no later than the third Business Day after the receipt of any results from the medical surveillance program referred to in this Article 10.10(b) which would indicate that the Employee is no longer physically fit to do the work which she is expected to do.

- (d) All the information (except information as to work limitations) contained in the medical files of Seagull will be confidential to the Director of Human Resources and available only to an Arbitrator and to the Employee.

10.11 Seagull shall provide all required protective equipment and clothing (excluding safety footwear) which shall include the following:

- (a) Work gloves, where required;
- (b) Coveralls and smocks where required;
- (c) Insulated coveralls **for** Employees in Maintenance who are required to work outdoors;
- (d) Rainwear (including rubber boots) for Employees in Maintenance who are required to work outdoors;
- (e) Helmets, shields and earmuffs, where required;
- (f) Ear protection, where required;
- (g) Respirators and filters, where required;
- (h) Belts for lifting and safety belts, where required; and
- (i) Acid proof aprons, where required.

### **ARTICLE 11 - TRAINING**

11.01 Seagull is committed to providing training for each Employee in accordance with the following principles:

- (a) Training will be offered to all Employees on a fair and equitable basis;
- (b) Employees with greater seniority will receive training at an accelerated rate; and
- (c) Training will be carried out as expeditiously as possible bearing in mind the requirements of normal day-to-day production and the cost of training.

11.02 (a) Subject to 11.02(b), training for Employees is mandatory within the classification; all other training is voluntary.  
 (b) Notwithstanding 11.02(a), Employees in the Finishing classification who work in the Production Department are not required to accept training in the Shipping Department and vice versa.

11.03 Seagull will maintain a training plan for Employees and any changes to that training plan will be made only after consultation with the Union. Periodic updates to the plan will be provided to the Union.

11.04 Notwithstanding 11.01, the training of each new Employee will be at such a rate that, at a minimum, each new Employee will have been extended training for each of the core skills in her Section (or Department for Employees in the Shipping Department) within a period of one (1) year from the successful completion of the Probationary Period. "Core skills" shall include all of the skills required at each position to which an Employee may be expected to be required to work as part of a rotation system within the Section (or Department for Employees in the Shipping Department).



11.05 Notwithstanding 11.01, Seagull commits, at a minimum, to providing training for an Employee outside her Section (or Department for Employees in the Shipping Department) and/or outside her classification in accordance with the following principles:

- (a) Each Department is obligated to provide training for a minimum of five percent (5%) of its normal work force for Employees outside of the Department and/or classification; and
- (b) Training for Employees outside of their classification and/or outside their Department shall be extended firstly to Employees who have been fully trained in each of the core skills in their Section (or Department for Employees in the Shipping Department).

**An** accepted method to fulfilling the obligations of each department of Seagull as outlined in this Article is to establish training positions within each department for Employees from outside the department and/or outside the classification.

11.06 Employees who work in Maintenance and in Receiving are excluded from the application of Articles 11.04 and 11.05.

11.07 Employees in Maintenance will receive apprenticeship training for trades that are required by Seagull in accordance with the following principles:

- (a) Seagull will first determine which trade or trades are required by Employees of Seagull;
- (b) Employees in Maintenance will then be requested to indicate whether they have an interest in receiving apprenticeship training or further apprenticeship training;
- (c) No Employee is eligible to participate in apprenticeship training until they have at least one year seniority with Seagull;
- (d) Employees with greater seniority will receive first preference for apprenticeship training;
- (e) Seagull will grant unpaid leave for a maximum of two (2) Employees per year to participate in the classroom training as part of an apprenticeship program;
- (f) An Employee attending classroom training in accordance with this Article shall receive a training allowance of Seventy-Five Dollars (\$75.00) per week;
- (g) Seagull may refuse to grant unpaid leave for future classroom training after an Employee has had two (2) previous unpaid leaves for classroom training; and
- (h) Notwithstanding the foregoing, unpaid leaves for classroom training up to two (2) unpaid leaves for classroom training shall be granted to an Employee as part of an electrical apprenticeship program.

11.08

- (a) Employees required by Seagull to carry out the duties of a Trainer/Inspector shall be selected following the procedure in Article 13.
- (b) Employees selected to carry out the duties of Trainer/Inspector shall receive a premium of **fifty** cents (50¢) per hour while assigned by Seagull to training or re-training of employees in Shipping and/or skills which an

Employee may be required in order to carry out her position in Production and/or while performing the duties of an Inspector of semi-finished and/or finished products.

- (c) Employees assigned by Seagull to act as Trainers of Employees for skills which the Trainers/Inspectors are not able to train shall, wherever possible, be the most senior qualified Employee and, while performing such training, shall receive a premium of fifty cents (50¢) per hour.

### **ARTICLE 12 - SENIORITY**

12.01 Seniority under this Agreement shall mean the length of employment with Seagull from the Employee's most recent date of hire by Seagull.

12.02 Seniority shall operate on a Bargaining Unit wide basis.

12.03 (a) Seagull shall maintain a seniority list and provide a current version to the Union and shall post a copy on the bulletin boards in January, April, July and October of each year. Any Employee shall have thirty (30) days to challenge the accuracy of this list.

- (b) Seagull shall at the same time it provides a seniority list to the Union, shall also give to the Union a current list of names and mailing addresses of all Employees as known to Seagull including telephone numbers, unless the Employee has indicated that her telephone number is confidential.

12.04 **An** Employee shall lose seniority rights and employment in the event:

- (a) the Employee resigns;
- (b) the Employee is discharged and is not reinstated;
- (c) the Employee is laid off for a period of more than thirty-six (36) consecutive months.
- (d) the Employee **is** absent because of sickness, disability or injury for a period of more than thirty-six (36) consecutive months.
- (e) the Employee fails to return to work within seven (7) days [or fourteen (14) days if the Employee is then working for another employer] after recall notice is given to the Employee personally, or by registered mail to the Employee's last address on file with Seagull. It shall be a condition of possible future recall that any laid off employee keep Seagull informed as to her current mailing address and telephone number and employment status.

12.05 In the event that during the first thirty (30) days worked in the position following the promotion or transfer of an Employee to a position outside the Bargaining Unit, the Employee is found unsatisfactory in the new position or if the Employee finds herself unable to perform the duties of the new position, the Employee shall be returned to the same classification and shift in the Bargaining Unit and at least the same rate of pay as she had prior to the date of leaving the Bargaining Unit.

- 12.06
- (a) Notwithstanding Article 12.05, an Employee temporarily promoted or transferred to a non-supervisory position outside the Bargaining Unit for no more than six (6) months (or nine (9) months if the temporary promotion or transfer is to cover a maternity leave) shall retain and continue to accumulate seniority during that period.
  - (b) In addition, where circumstances do not permit any other practical alternative, an Employee may be temporarily promoted or transferred to a Production and Maintenance position outside the Bargaining Unit for no more than thirty (30) days and such Employee shall retain and continue to accumulate seniority during that period. On the expiration of the temporary promotion or transfer, the Employee shall be returned to the same classification and shift, in the Bargaining Unit and at least the same rate of pay as she had prior to the date of the temporary promotion or transfer.

### ARTICLE 13 - JOB POSTING

- 13.01
- (a) When a new position or a vacancy expected to last more than thirty (30) days is, or will become open within the Bargaining Unit, Seagull shall post a notice of the position on the bulletin board for seven (7) days.
  - (b) Any Employee from within the Bargaining Unit must make written application within this seven (7) day period.
  - (c) During this period, Seagull has the right to advertise, for persons outside the Bargaining Unit provided that no consideration shall be given to persons outside the Bargaining Unit unless the vacancy is not filled from Employees within the Bargaining Unit.
  - (d) Seagull shall have the right to fill the position on a temporary basis until a permanent appointment has been made.
- 13.02
- The notice shall contain the following information:
- job classification
  - job description
  - special qualifications for the job
  - term of the position (i.e., temporary or permanent)
- 13.03
- (a) Only Employees with seniority are eligible to apply for job postings.
  - (b) Only Employees who would, if successful, be in a higher job classification are eligible to apply for a job posting.
  - (c) An Employee who has been a successful applicant for a job posting is ineligible to apply for another job posting for a six (6) month period from the date of award of the last job unless her position is no longer available or illness or injury prevents her from performing the regular duties of the position.
  - (d) Notwithstanding Article 13.03(a), Probationary Employees may apply for a job posting but will be given no consideration unless the vacancy is not filled from an Employee within the Bargaining Unit.

13.04 In filling a vacancy, Seagull shall consider the skill and ability, to perform all of the required functions of the position. If these factors are relatively equal, or would be so within forty (40) hours of work, seniority shall govern.

- 13.05
- (a) An Employee who successfully applies for a job vacancy shall be on a familiarization period for up to sixty (60) days.
  - (b) If during the familiarization period the Employee, in the opinion of Seagull, is unsuitable for the position, or if the Employee finds herself unable to perform the duties of the position, the Employee shall be returned to her classification and shift in the Bargaining Unit and at the same rate of pay as she had prior to the posting.

13.06 Notwithstanding the provisions of this Article or any other provision of this Agreement, Seagull shall have the right, without posting, to fill a vacancy either on a permanent or temporary basis in order to accommodate:

- (a) An Employee who is receiving a higher rate of pay than the classification they are actually performing; and
- (b) To accommodate an Employee requiring light or modified duties because of a medical restriction.

#### **ARTICLE 14 - LAYOFF AND RECALL**

14.01 **A** layoff is a severance from active employment which arises for **any** reason.

14.02 In cases of layoff or recall in a job classification, Seagull shall consider the skill and ability to perform all of the required functions of the position. If these factors are relatively equal, or would be so within forty (40) hours of work, seniority in the Bargaining Unit shall govern.

- 14.03
- (a) For Employees in the classification of Finishers and Formers, an Employee laid off in one job classification will be given the opportunity of displacing the Employee with the least seniority in another job classification such entitlement to be based on the factors set out in this Article 14.02.
  - (b) For all other Employees, an Employee laid off in one job classification will be given the opportunity of displacing the Employee with the least seniority in another job classification with a lower rate of pay, such entitlement to be based on the factors set out in this Article 14.02.

14.04 Subject to the provisions of Article 14.02 above, recall shall be in reverse order of layoff.

14.05 No new Employee or Employees shall be hired until all laid-off Employees have been given the opportunity to return to work.

14.06 Employees on layoff are entitled to apply for any job vacancies arising out of a job posting. Prior to going on lay-off, an Employee may advise the Director of Human Resources of the positions she wishes to be considered for should a vacancy arise and should such a vacancy arise, the Director of Human Resources shall consider that the Employee has applied for the position in accordance with this Agreement.

14.07 An Employee will not be required to return to work when recalled unless her services are required for a period of at least thirty (30) days. If she does not wish to return for a shorter period, she shall not lose her seniority or her right of recall.

14.08 An Employee recalled to work shall return to work within seven (7) days from the time she receives notice of recall (or fourteen [14] days if the Employee is then working for another employer) unless, on reasonable grounds, she receives an extension from Seagull and the Union shall be notified of any such extension.

14.09 Except when a layoff is as a result of a cause beyond the control of Seagull, Seagull will give fourteen (14) days notice of any layoff.

#### **ARTICLE 15 - PAYMENT OF WAGES**

15.01 (a) Pay will be calculated and paid one (1) week in arrears.  
 (b) Seagull shall pay Employees bi-weekly on Fridays by cheque or direct deposit into a specified bank account. Seagull will make every reasonable endeavour to distribute cheques bi-weekly on Thursdays at or before 2:30 o'clock p.m.

15.02 New Employees will receive their first cheque at the end of the first full pay period after the hiring date.

15.03 Payment for holidays will be included in the normal pay for the pay period in which they occur.

15.04 If requested by an Employee, payment for vacation periods will be available on the last Business Day before the vacation period commences.

15.05 Any Employee who is assigned (other than for training) by Seagull to another classification in the Bargaining Unit for which the rate of pay is higher than the rate of pay for such Employee's regular position, shall receive the higher rate of pay for the balance of the shift.

15.06 (a) An Employee with seniority who is assigned by Seagull to another classification for which the rate of pay is lower than the rate for such Employee's regular classification, shall receive her regular rate of pay for up to six (6) months while so employed.  
 (b) During this six (6) month period Seagull will attempt to place the Employee in the classification with pay comparable to her initial classification but, if unsuccessful, the Employee, at the end of that six (6) month period shall be paid the wages appropriate to the classification actually held.

- (c) However, if the Employee requests to work in a classification with a lower rate of pay so as to satisfy her own interests, Seagull need not pay the higher rate, when the Employee so agrees in writing.

**ARTICLE 16 - HOURS OF WORK**

- 16.01 (a) The regular work week for a full-time Employee shall consist of forty (40) hours per week.
- (b) The work week shall be from Sunday through Saturday, both inclusive.

- 16.02 (a) Individual work schedules shall be determined by Seagull.
- (b) Shift schedules shall be determined by Seagull provided that Seagull will consult with the Union before making any change in shift schedules. Such consultation shall take place at least twenty-one (21) days before any change is made by Seagull to a shift schedule.

- 16.03 (a) Except when required to continue normal production, Seagull will notify an Employee seven (7) days in advance that she is required to change shifts.
- (b) **An** Employee who is temporarily transferred to a different shift for a specified time period shall be returned to her former shift and classification at the end of that time period. Such transfers shall be in writing and every reasonable effort will be made to avoid more than one (1) such transfer every six (6) months.
- (c) Where an Employee is required to change shifts, there will be a period of at least forty-eight (48) hours between the end of the last scheduled shift on the former shift and the start of the first shift on the new shift.

16.04 An Employee who is required to change her shift schedule for the convenience of Seagull shall be paid one and a half (1½) times her appropriate rate of pay for the work she performed on the first shift of the changed schedule unless she is given notice under Article 16.03.

16.05 Meal and break periods shall be as follows:

Scheduled Daily Hours of Work Meal and/or Break Period

less than 4 hours	No breaks
4 hours	One ten (10) minutes paid rest break
6 hours	One fifteen (15) minute paid rest break
8 hours	One thirty (30) minute unpaid meal break and two (2) ten (10) minute paid rest breaks

10 hours	One thirty (30) minute unpaid meal break, one (1) fifteen (15) minute paid rest break and one (1) ten (10) minute paid rest break
12 hours	One thirty (30) minute unpaid meal break, and three (3) ten (10) minute paid rest breaks.

Seagull will schedule the time of all of the foregoing breaks and indicate the area where any rest breaks will be taken.

16.06 Nothing in this Agreement shall guarantee any Employee any number of hours of work per day, per week, per month or per year.

16.07 Each Employee is required to be at her work post (or other area designated by Seagull) ready to commence work at the scheduled start of her shift and promptly following each break.

- 16.08
- (a) Each Employee is required to personally punch her own time card on entering and leaving work.
  - (b) Punching a time card for, and at the request of another Employee, is a disciplinary offence for both Employees concerned.
  - (c) Intentional misrepresentation of hours of employment worked may result in termination of employment.

16.09 Payment for any hours in excess of the normal scheduled shift will only be made with the prior authorization of the Supervisor.

- 16.10 An Employee may request:
- (a) A change from her present shift to a different shift; or
  - (b) A change to different duties in the same or a lower classification.

Seagull, when a vacancy arises, shall favourably consider such requests provided it would not adversely affect the economic and productive carrying out of work. If a vacancy arises, or extra Employees are required on a shift, transfers will be considered before there is a posting or a new Employee is hired for the vacancy or extra position, such consideration to be based on the factors set out in Article 13.04. A transfer request may be refused if the Employee has received a transfer at her request within the previous six (6) months.

16.11 Except to avoid a layoff, no Employee will be transferred, without her consent, from one Department to another Department.

16.12 Employees will be given up to five (5) minutes to wash up before rest breaks and meal breaks.

**ARTICLE 17 - OVERTIME**

17.01 Overtime is all time authorized in advance by Seagull in excess of any regularly scheduled hours of work and shall be paid at one and one half (1½) times the Employee's normal rate of pay.

17.02 Instead of cash payment for overtime, the Employee may "bank" time off equalling one and one half hours for each hour worked, to be taken at a mutually agreeable time. If an Employee has "banked" in excess of forty (40) hours under this Article, Seagull may require that the Employee receive pay for all hours in excess of forty (40) hours "banked".

17.03 Where scheduled overtime for production or shipping areas is required, the following procedures shall be followed:

- (a) Seagull shall post a notice no later than the commencement of the second last shift before the scheduled overtime and the notice shall indicate the number of employees required for the scheduled overtime; which notice shall not require more than ninety percent (90%) of the employees on a shift;
- (b) During that shift, employees may volunteer and first preference shall be given to employees within Production and Shipping;
- (c) In determining the complement of Employees for scheduled overtime, consideration shall be given to their skills; and
- (d) If there are insufficient qualified volunteers, Seagull shall have the right to schedule up to eight (8) hours of overtime a week from Employees in the classification required to make up the difference between the number of volunteers and the number required by the notice; and
- (e) Seagull shall not cancel overtime once the notice pursuant to Article 17.03(a) is posted.

Except for Maintenance and Receiving, all other overtime work shall be voluntary.

17.04 Except where Seagull schedules overtime for Production or Shipping, overtime work shall be made available equitably among those Employees on the shift and in the Section (or Department for Employees outside of the Production Department) performing the work. Overtime records shall be maintained by Seagull for each section on each shift and a copy given to the Union. The overtime hours will be reviewed monthly and any discrepancy in hours will be adjusted at the first opportunity.

17.05 An Employee who is called back to work by Seagull after the Employee has left work following a regularly scheduled shift will be guaranteed four (4) hours of work at overtime rates of pay.

17.06 Seagull commits, where reasonable and appropriate in the circumstances, to offer overtime work of the type normally performed by Employees in the Bargaining Unit to Employees in the Bargaining Unit first before such work is performed by other employees of Seagull.



**ARTICLE 18 - VACATIONS**

18.01 All Employees shall receive an annual vacation with pay in accordance with her seniority as of December 31 of the preceding year as follows:

<u>Seniority</u>	<u>Days</u>
0 - 6 months	4% of gross earnings.
7 months but less than 1 year	1 week off work at 4% of gross earnings
1 year but less than 5 years	2 weeks off work at 4% of gross earnings
5 years but less than 10 years	3 weeks off work at 6% of gross earnings
10 years	4 weeks off work at 8% of gross earnings

An Employee earns vacation during the year, which vacation is taken in the same year.

18.02 In the year in which an Employee becomes entitled to an increase in vacation, the Employee shall receive on a pro-rata basis both additional vacation (to the nearest full day) and vacation pay.

18.03 Vacation must be taken in the year in which it became owing to the Employee and shall not be carried over from one year to another without the prior written approval of Seagull.

18.04 All Employees who are entitled to two or more weeks vacation may request to take this time off consecutively. This request may not be unreasonably refused.

18.05 Vacation pay is not available prior to the commencement of vacation.

18.06 An Employee terminating employment at any time in the year prior to using her vacation shall be entitled to a payment in lieu of such vacation prior to termination. **If**, however, an Employee has taken vacation which has not been earned, the Employee shall compensate Seagull for such vacation leave taken and Seagull has the right to deduct from any final payment to which the Employee would otherwise be entitled being equivalent to such monies owing to Seagull.

18.07 An Employee, at her request shall receive her vacation pay on a separate cheque before noon on the last Business Day before starting her vacation for that portion of her vacation which she is taking.

- 18.08 (a) In the year in which an Employee achieves five (5) years seniority, the Employee shall receive an additional vacation day which shall be scheduled at a time mutually convenient to Seagull and the Employee.
- (b) In the year in which an Employee achieves ten (10) years seniority, the Employee shall receive an additional vacation day which shall be scheduled at a time mutually convenient to Seagull and the Employee.

- 18.09
- (a) Subject to production requirements, vacations will be granted by bargaining unit seniority, by department, and for the purposes of this Article 18, the departments are Maintenance, Production and Shipping & Receiving.
  - (b) Seagull will schedule a one (1) week vacation shutdown during the month of July each year. The dates of this shutdown will be posted on or before the last Saturday in March of each year. Essential services only will be maintained. These services will be scheduled at an absolute minimum and will be reviewed with Union officials before the start of the shutdown period. Volunteers will be utilized first before activating the seniority principle.
  - (c) An Employee will have to and including March 31 of each year to advise Seagull of her vacation requests for the twelve month period commencing April 1 of that year. Seagull will then prepare the vacation schedule in accordance with this Article 18.09(a).
  - (d) An Employee who fails to submit her vacation requests on or before March 31 will have her vacation scheduled on a "first-come first-served" basis and without regard to seniority.
  - (e) By April 15 in each year the vacation schedule will be posted by Seagull on the bulletin boards.

18.10 An Employee will not be required to work overtime upon completion of their last scheduled shift before commencing her scheduled vacation.

18.11 If a Holiday falls while an Employee is on vacation, the Employee will have the option of taking an extra vacation day immediately following her vacation or taking pay at regular pay rates in substitution for the Holiday.

### **ARTICLE 19 - HOLIDAYS**

19.01 Seagull observes nine holidays:

- (a) New Year's Day
- (b) Good Friday
- (c) Victoria Day
- (d) Canada Day
- (e) Labour Day
- (f) Thanksgiving Day
- (g) Remembrance Day
- (h) Christmas Day
- (i) Boxing Day

(hereafter referred to "Holidays")

19.02 **An** Employee shall receive her appropriate rate of pay for each Holiday the same as she would if she was scheduled to work and such pay shall be referred to as her Holiday Pay.

- 19.03 (a) To be entitled to be paid for the hours an Employee would have worked on the Holiday, an Employee must have worked her scheduled work day immediately preceding, and her scheduled work day immediately following the Holiday.
- (b) An Employee who is absent on her last regular work day before and/or her first regular workday after the Holiday will qualify for her Holiday Pay unless her absence is an absence without permission or an absence on account of illness for which the Employee has not provided a medical certificate.
- 19.04 Where a Holiday falls on a non-working day for an Employee, Seagull will designate the next working day off for the Employee unless the Union and Seagull have mutually agreed to substitute another day for the Holiday.
- 19.05 An Employee required to work on a Holiday shall be paid at three (3) times her normal rate of pay.
- 19.06 If an Employer is scheduled to work a shift which starts on one Day and ends on another Day, the Holiday shall be deemed to be on the Day on which the Employee is scheduled to work the majority of her shift.
- 19.07 If the parties agree to work on a Holiday and take another Day off as the Holiday, there shall be no premium paid pursuant to Article 19.05.
- 19.08 An Employee whose first day of layoff is the day before or after a Holiday shall receive Holiday Pay for the Holiday.
- 19.09 (a) Subject to Article 19.09(b), each Employee shall receive one (1) "floating" Holiday to be scheduled at a time mutually convenient to the Employee and Seagull.
- (b) Notwithstanding Article 19.09(a), each Employee hired on or after January 1, 1996 shall not be eligible to receive a "floating" Holiday until they have at least one (1) year's service with Seagull.

## ARTICLE 20 - UNION LEAVE

20.01 Upon written application by the Employee supported by the Union two weeks in advance, (where reasonably possible) Seagull may grant a leave of absence to the Employee elected or appointed to represent the Union at training sessions, conventions and/or executive and committee meetings of the International Union, and its affiliates or chartered bodies or the Federation of Labour or the Canadian Labour Congress.

The leave shall be for a maximum of sixty (60) days per calendar year for an individual Employee and one hundred and seventy-five (175) days per calendar year in total for all Employees. Seagull shall maintain the Employee's normal pay and benefits during such leave on the condition that the Union reimburse Seagull the full amount of such pay and benefit costs. Leave may not be unreasonably refused.

20.02 An Employee elected or appointed to a paid full time position within the Union shall be granted up to a two (2) year leave of absence without pay and benefits.

### **ARTICLE 21 - MATERNITY LEAVE**

21.01 Subject to applicable legislation, Seagull shall grant maternity leave to a pregnant Employee upon receipt by Seagull of a certificate by a legally qualified medical practitioner stating that the Employee is pregnant and specifying the date upon which delivery, in her or his opinion, will occur. The maternity leave shall commence, at the option of the employee at any time from a date eleven (11) weeks before the specified date of delivery to the date of actual delivery. The maternity leave shall be:

- (a) of seventeen (17) weeks duration; or
- (b) as outlined in the *Labour Standards Code*; or
- (c) for any shorter period at the option of the Employee except that the Employee shall not return to work for at least six (6) weeks after the date of delivery unless in the written opinion of a legally qualified medical practitioner, chosen by the Employee, a shorter period is sufficient.

21.02 Any Employee returning to work from maternity leave shall provide Seagull with at least two (2) weeks written notice before her return. Where an Employee reports for work on the expiration of the period referred to in 21.01, Seagull shall permit her to resume work in the same classification and shift she held immediately before the maternity leave began or, where that classification and/or shift has been eliminated in a comparable classification and shift with not less than the same compensation and with no loss of benefits, or service accrued to the Commencement of the maternity leave as provided in the *Labour Standards Code*.

21.03 Seagull may before or after the commencement of the period referred to in 21.01 require the Employee to commence a leave of absence at the time when a physician determines that the Employee cannot perform the regular duties of her position or the performance of the Employee's work is materially affected by the pregnancy and Seagull is not able to transfer the Employee to a position which could accommodate her limitations. Seagull has the right to require the Employee to be examined by one of the physicians on the list of physicians mutually agreed upon by the Union and Seagull.

21.04 Maternity leave is unpaid.

21.05 An Employee must provide Seagull with written confirmation of the planned maternity leave at least four weeks in advance.

21.06 An Employee taking a maternity leave continues to be entitled to the benefits referred to in Article 30 of this Agreement. Any payments required to be made by an Employee shall be prepaid for the period of the leave prior to the commencement of the leave.

21.07 During her pregnancy, an Employee who has a regularly scheduled medical appointment related to her pregnancy during a scheduled day of work will not have that day recorded as absenteeism provided the Employee has made all reasonable efforts to have the medical appointment scheduled on a non-working day for the Employee.

**ARTICLE 22 - PARENTAL LEAVE**

- 22.01           (a)     Seagull shall grant parental leave to an Employee upon receipt of written notice of the pending or actual birth or adoption of a child.
- (b)     The Employee must provide Seagull with as much written notice as is possible under the circumstances of the planned leave.

22.02           Parental leave is an unpaid leave which will not extend beyond seventeen (17) weeks as provided in the *Labour Standards Code*.

22.03           An Employee taking a parental leave continues to be entitled to the benefits referred to in Article 30 of this Agreement. Any payments required to be made by an Employee shall be prepaid for the period of the leave prior to the commencement of the leave.

22.04           Any Employee returning to work from parental leave shall provide Seagull with at least two (2) weeks written notice before her return. When an Employee reports for work on the expiration of the parental leave, Seagull shall permit the Employee to resume work in the same classification and shift she held immediately before the Parental Leave began or, where that classification or shift has been abolished, in a comparable classification and shift with no less compensation and with no loss of any benefits and service accrued to the commencement of the parental leave as provided in the *Labour Standards Code*.

**ARTICLE 23 - EMERGENCY RESPONSE LEAVE**

- 23.01           (a)     When an Employee, who is a registered member of a registered community emergency response organization, responds to an emergency call made by that organization (being a fire emergency or a search and rescue emergency) and by doing so is either late, misses her scheduled workshift or has to leave work early, the time lost will be recorded as an Emergency Response Leave.
- (b)     Notwithstanding Article 23.01(a) an Employee who carries a "beeper" from each registered community emergency response organization can respond to a grass fire and if, by doing so, is either late, misses her scheduled workshift or has to leave work early, the time lost will be recorded as an Emergency Response Leave.

23.02           Time lost to Emergency Response Leave will be paid at the Employee's regular rate upon written verification of attendance at the emergency by the officer in charge.

23.03           It is an Employee's responsibility to advise Seagull of her membership in any emergency response organization.

23.04           An Employee who is a member of the Canadian Military Reserves that is required to perform duties outside Canada that will require time away from her work will be provided with an unpaid leave without pay or benefits and without loss of seniority. The Employee, upon her return to **work**, will report to the same shift and classification she held before her leave of absence or, where the classification or shift has been abolished, in a comparable classification and shift with no less compensation.

**ARTICLE 24 - BEREAVEMENT LEAVE**

24.01 Employees shall be entitled to the following bereavement leave:

- (a) When the death occurs of an Employee's parent, spouse, grandparent, sister, brother, mother-in-law, father-in-law, guardian, child or ward, the Employee will be granted up to three (3) consecutive scheduled work days with pay following the date of death. In addition, such an Employee, upon her request, will be granted up to an additional two (2) days off without pay.
- (b) Employees shall be granted one (1) scheduled work day with pay to attend the funeral of the Employee's grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law, niece, nephew, aunt and uncle. However, if the deceased permanently resided with the Employee at the time of the death, the Employee will be granted up to three (3) consecutive scheduled work days with pay.

24.02 Employees on any leave of absence or other leave, (including sick leave, union leave, maternity leave, parental leave or workers compensation) are not eligible for bereavement leave which falls during the period of the leave.

24.03 If an Employee shall become entitled to bereavement leave while on her vacation, the Employee shall be entitled to additional vacation days equalling the number of days of bereavement leave the Employee would have been entitled to receive. The Employee may take such additional vacation days at such time as may be mutually agreed upon between the Employee and Seagull.

24.04 Seagull will pay the time necessarily lost for two members of the Executive of the Union to attend the funeral of an Employee.

24.05 Upon request, an Employee will be granted the necessary unpaid time off (but not to exceed one (1) working day) to attend the funeral of a friend of the Employee.

**ARTICLE 25 - JURY AND WITNESS DUTY**

25.01 Any Employee called for jury duty, or who has been subpoenaed to appear in Court as a witness in a proceeding in which neither the Employee or the Union has an interest, on a scheduled work day shall be paid all wages and benefits for time absent from her post.

25.02 An Employee must inform her supervisor immediately upon receipt of the Notice to Juror or Subpoena.

25.03 On the days the Employee is required to report for jury selection, jury duty, or to be such a witness, the Employee is to be scheduled on the day shift if she would normally be scheduled to work on that calendar day. Any such rescheduling to accommodate the Employee will not result in overtime or the loss of any shift premium.

25.04 An Employee is expected to minimize paid time lost for jury selection, jury duty or to be a witness and will make all reasonable efforts to report to work prior to or subsequent to appearing for jury selection, jury duty or to be a witness.

### ARTICLE 26 - SICK LEAVE

26.01 Sick leave is defined as a period of time an Employee is absent from work with pay by virtue of being sick, to attend a medical appointment which cannot be scheduled outside of her normal working hours or because of an injury for which compensation is not payable under the *Worker's Compensation Act*.

26.02 An Employee is not entitled to receive sick leave when the Employee is on vacation, holiday, a leave of absence, workers compensation, maternity leave, parental leave or any other leave specified in this Agreement.

26.03 Each Employee will accumulate the equivalent of 1.8% of her gross earnings in a personal sick pay benefit fund. This benefit is calculated monthly and continues to accumulate by dollar value in the Employee's personal fund for use **by** the Employee at a later date to pay for lost time due to sickness.

26.04 An Employee is entitled to receive sick leave with pay provided the Employee is unable to perform her duties in accordance with Article 26.01 and the Employee satisfies Seagull of her condition in a manner and on whatever occasion as may be determined by Seagull and provided the Employee has the necessary sick leave credits.

- 26.05
- (a) Any Full-Time Employee with more than one (1) year's seniority is entitled to borrow, in full **day** increments **only**, up to 32 hours unearned sick time starting January 1.
  - (b) If upon termination of employment, an Employee has not earned the sick time previously borrowed, the corresponding dollar value will be deducted from her final cheque.

26.06 Sick benefits may be carried forward from one year to the next to a maximum accumulation of eight (8) weeks sick time.

26.07 Within thirty (30) days of the end of each fiscal year of Employer, an Employee not wishing to carry her sick time forward may request a cash payment of accumulated sick time. Employees who have carried their sick time forward and have accumulated and have eight (8) weeks of benefits must take a cash payment equal to a minimum of one (1) week's sick time on July 1 of the new year.

26.08 An Employee may be denied sick leave if the Employee fails to properly notify Seagull of her absence or fails to submit the required form.

- 26.09
- (a) All absences of three (3) days or more for medical reasons must be supported by a physician's certificate in order to continue to draw on the accumulated sick leave fund. Seagull reserves the right to request medical certificates to support shorter absences claimed for medical reasons.

- (b) Seagull has the right, at the sole expense of Seagull, to require an Employee to be examined by one of the physicians on the list of physicians mutually agreed to by Seagull and the Union in order to verify any medical condition (including those related to a pregnancy) claimed by an Employee or with respect to the prognosis for future regular employment of an Employee.

- 26.10
- (a) Any Employee returning to work from sick leave shall resume work in the same classification and shift she held immediately before the sick leave began or, where that classification or shift has been eliminated, in a comparable classification and shift with not less than the same compensation and with no loss of benefits or service accrued to the commencement of the sick leave.
  - (b) Notwithstanding Article 26.10 (a), where the sick leave has been greater than four (4) months, Seagull does not guarantee that the Employee shall be returned to the same shift the employee held immediately before the sick leave began, unless the reason why the sick leave has extended beyond the four (4) month period is due to the Employee waiting to see a medical specialist to which she has been referred by her family physician.
  - (c) Where reasonably possible, an Employee absent on sick leave:
    - (i) for more than one (1) month and less than three (3) months, shall give to Seagull one (1) week advance notice of her return to work; and
    - (ii) for more than three (3) months, shall give to Seagull two (2) weeks advance notice of her return to work.

26.11 An Employee who is unable to schedule a medical appointment outside of her normal working hours and who does not wish to take, or cannot take, sick leave, shall be granted, without pay, such time off as is necessarily required to attend such medical appointment. An Employee may request the rescheduling of hours to make up time lost and such rescheduling shall be in accordance with Article 37.02 of this Agreement.

26.12 Notwithstanding the foregoing provisions of this Article 26, an Employee may use sick leave for a paid day(s) off work provided it is scheduled at a time mutually convenient to the Employee and Seagull.

### **ARTICLE 27 - REGISTERED RETIREMENT SAVINGS PLAN**

27.01 The Registered Retirement Savings Plan (RRSP) is available to Full-Time Employees with at least six (6) months seniority. Employees may enter the RRSP in each year as of January 1 or July 1 only.

27.02 RRSP contributions are deducted from each pay period. Seagull will match 3% of the Employee's gross wages and deposit it annually in the Employee's RRSP account.

27.03 An Employee may elect to have deductions in excess of 3% of her gross wages taken from her pay for the RRSP, however these additional amounts will not be matched by Seagull.



27.04 An Employee who makes withdrawals from her RRSP fund forfeits the 3% Employer matching amount for that twelve (12) month period. An Employee who made additional contributions, above 3% of her total gross wages, may withdraw the additional funds from their RRSP fund without forfeiting the 3% Employer matching amount.

**ARTICLE 28 - PROBATIONARY EMPLOYEES**

28.01 All newly hired Employees will participate in an orientation program of Seagull.

- 28.02 (a) A newly hired Employee shall be on probation for a period of four hundred and eighty (480) hours of actual work.  
(b) If a newly hired Employee has not completed her probationary period and her employment is terminated and she is re-hired within a period of twelve (12) months, the probationary period will be reduced by the hours previously worked by her on probation.

28.03 Probationary Employees shall have no seniority rights or be eligible for sick leave, any leave of absence, union leave, maternity leave or parental leave during the probationary period.

28.04 If a probationary Employee is deemed unsatisfactory by Seagull, her employment may be terminated at any time during the probationary period and it will be deemed to be for just cause unless an Arbitration Board determines that Seagull has acted in an arbitrary or capricious manner.

28.05 On the successful completion of the probationary period, an Employee's seniority will revert back to the Employee's date of hire and shall be calculated in the manner provided for in Article 12 of this Agreement.

28.06 Probationary Employees shall be granted bereavement leave as outlined in Article 24 but the leave will be without pay.

28.07 A Probationary Employee must have worked at least one hundred and twenty (120) hours and meet all the requirements of Article 19.03 to be entitled to receive pay for a Holiday.

**ARTICLE 29 - PART-TIME EMPLOYEES**

29.01 A Part-Time Employee who has completed her probationary period is entitled to all the provisions of this Agreement except as provided for in this Article.

29.02 A Part-Time Employee will be entitled to be paid for Holidays upon meeting the requirements of Article 19 and, in addition, have received or been entitled to receive pay for at least one hundred and twenty (120) hours during the thirty (30) days prior to or subsequent to the Holiday.

- 29.03 (a) **A** Part-Time Employee shall accumulate seniority for purposes of this Agreement, including Schedule "A" on the basis of hours worked and the number of hours worked shall be divided by two thousand and eighty (2,080) in order to determine years or part years of service
- (b) **A** Part-Time Employee who is hired as a Full-Time Employee shall, for all purposes except Schedule "A" have their seniority adjusted back to her original date of hire **as** a Part-Time Employee. Increases in salary on Schedule "A" shall continue to be based on actual hours of work.
- 29.04 A Part-Time Employee is not entitled to the provisions ~~of~~ Article 13 in priority to any Full-Time Employee.
- 29.05 **A** Part-Time Employee is not entitled to the benefit of the provisions of Article 14 in priority to any Full-Time Employee.
- 29.06 **A** Part-Time Employee is not entitled to the benefit of the provisions of Article 16.10.
- 29.07 Upon completion of her probationary period, a Part-Time Employee is entitled to coverage under the Benefit Plan provided:
- (a) the Employee is scheduled to work twenty (20) or more hours in each week; and
- (b) if it is anticipated that the Employee will not be scheduled for work for a period in excess of thirty (30) days, a notice may be given to the Employee to that effect and coverage under the Benefit Plan will end on the last day of the month in which such notice is given to the Employee.
- 29.08 Overtime shall be paid for all time authorized in advance by Seagull in excess of forty (40) hours in a work week as defined in Article 16.01(b).

### **30 - BENEFITS**

- 30.01 Seagull maintains Group Life, Medical and Dental coverage (the "Benefit Plan") for Employees. Seagull will consult with the Union before changing the carrier of the Benefit Plan, the benefits provided under the Benefit Plan or the method of dividing costs between Employees and Seagull.
- 30.02 In the event the Government of Canada discontinues sick benefit coverage during the term of this Agreement, Seagull and the Union will meet to discuss possible changes in benefit coverage to accommodate such a discontinuance.

### **ARTICLE 31 - REPORTING PAY**

- 31.01 **An** Employee who reports for a regularly scheduled shift and for whom insufficient work is available will be guaranteed pay for one half (1/2) of her shift at her regular rate ("Reporting Pay").

**31.02** Reporting Pay will not be paid to Employees returning to work after approved leave if seven (7) days prior notice is not given to Seagull or when the lack of work is due to the lateness of the Employee, or cause beyond the control of Seagull.

### **ARTICLE 32 - DISCIPLINE**

**32.01** Formal disciplinary action will be taken when an Employee's performance, conduct or attendance is considered unacceptable. Except as noted in Article **32.02**, the steps in the formal disciplinary process are:

- (a) Verbal advice;
- (b) First written warning;
- (c) Second written warning;
- (d) Final written warning;
- (e) Suspension (not to exceed two [2] weeks); and
- (f) Discharge.

**32.02** Seagull is not required to go through all steps of the disciplinary process. Performance, conduct or attendance may be such that warrants the by-passing of one or more of the steps outlined above.

**32.03** Seagull reserves the right to discipline, suspend or discharge Employees for just and reasonable cause.

**32.04** An Employee in the presence of a representative of Seagull shall have the right to review her personnel file, at a time mutually agreed upon by Seagull and the Employee. **An** Employee is entitled to have present a Steward or Officer of the Union when she reviews her personnel file, and the right to receive copies of any discipline on file.

- 32.05**
- (a) Seagull shall record in the personnel file for the Employee every discipline following a verbal advice. The recording of the discipline shall include the reason(s) for the discipline.
  - (b) **A** copy of any discipline involving a final written warning or more serious discipline shall be given to the President of the Union provided that failure to do so shall not void the discipline.

**32.06** Any Employee may be asked to leave Seagull's premises for the balance of a shift. If, following investigation:

- (a) it is determined that suspension, or greater discipline is warranted, the balance of the shift will be considered as part of the suspension; or
- (b) it is determined that suspension or discharge is not warranted, the Employee will be paid for the balance of the shift.

**32.07** All records of any discipline shall be removed from the personnel file for an Employee and shall not be considered in any promotional or disciplinary action if the Employee has not received any discipline of any type (excluding verbal advice) for a period of twelve (12) months.

- 32.08
- (a) Should an Employee, sentenced to incarceration for any offence (excluding an offence against women or children or an offence related to her employment) be given an opportunity of serving her sentence on an interim basis, Seagull agrees to cooperate in all respects and to facilitate the implementation of the intermittent sentence without the termination of employment.
  - (b) An Employee seeking to take advantage of an intermittent sentence shall notify Seagull, at least one week prior to her Court appearance, of the possibility of incarceration.
  - (c) An Employee who has been incarcerated (excluding incarceration for offenses against women or children or offenses related to her employment) and for whom the intermittent serving of the sentence has been recommended, shall be given a leave of absence without pay for the period of the processing of such form of sentence.
  - (c) In order for an Employee to retain her employment during the serving of an intermittent sentence in accordance with this Article, the Employee must be at work for her regularly scheduled shifts (including overtime).

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**ARTICLE 33 - NEW JOB CLASSIFICATIONS**

33.01 Seagull will discuss with the Union, the establishment of any classification in the Bargaining Unit not covered by Schedule "A" which may be established during the term of this Agreement, as well as the rate of pay for the position within thirty (30) calendar days prior to the establishment of the position. If the parties are unable to agree on the rate of pay for the new position, the rate set by Seagull shall remain in effect unless grieved by the Union and a different rate established by an Arbitrator.

33.02 Seagull will maintain a list of duties for each position in each classification a copy of which will be provided to the Union.

**ARTICLE 34 - PERSONAL LEAVE**

- 34.01
- (a) At the sole discretion of Seagull, an Employee may be granted a leave of absence, without pay, for up to one (1) year, with benefits provided for the first three (3) months provided that the cost of such benefits must be repaid by the Employee if she fails to return to work following the leave of absence. An Employee seeking a leave of absence for personal reasons shall request the leave in writing as much in advance of the date of the commencement of the requested leave as is possible in the circumstances. On the expiration of the leave, Seagull shall permit the Employee to resume work in the same classification and shift she held immediately before the leave began or, when that classification or shift has been eliminated, in a comparable classification and shift.
  - (b) Notwithstanding Article 34.01 (a), an Employee may, at her choice, use sick leave to enable her to receive pay for personal leave.

**ARTICLE 35 - EDUCATIONAL LEAVE**

35.01 An Employee will be granted a leave of absence, without pay or benefits, for up to one (1) year to take an educational program of a type determined by Seagull to be of benefit to Seagull. An employee seeking a leave of absence under this Article shall request the leave in writing **as** much in advance of the date of the commencement of the requested leave **as** is possible in the circumstances. On the expiration of the leave, Seagull shall permit the Employee to resume work in the same classification and shift she held immediately before the leave began or, when that classification or shift has been eliminated, in a comparable classification and shift.

**ARTICLE 36 - EMPLOYEE PERFORMANCE APPRAISALS**

36.01 In performing its management functions, Seagull may carry out Employee performance appraisals at least once a year.

**36.02** Supervisors shall conduct interviews regarding performance appraisals in private with each Employee in their department or section at a time mutually convenient for both Supervisor and Employee.

36.03 The results of each appraisal shall be recorded and kept on the Employee's personnel file.

**36.04** Performance appraisals are not a step in the formal disciplinary process.

**ARTICLE 37 - ATTENDANCE**

37.01 All Employees are expected to attend all their scheduled shifts. **An** Employee who cannot report for her scheduled shift must inform her Supervisor within thirty (30) minutes of the scheduled start time of the shift along with the reason for the absence or lateness. If her Supervisor is not available, the Employee must inform another Supervisor who has supervisory responsibilities for Employees in the Bargaining Unit. An Employee must call in each day to her Supervisor during a period of absence unless the Employee has advised her Supervisor of the actual date on which she will be returning to work.

37.02 (a) Employees may request a Supervisor's authorization to reschedule hours within the same pay period to make up time lost. The supervisor is not obliged to grant the request. If rescheduling is permitted, the rescheduled hours will not result in qualifying for overtime or any premium pursuant to Article 16.

(b) Rescheduled hours become the Employee's official work schedule and is subject to all rules pertaining to failure to report to work and all other company rules and policies of Seagull.

37.03 (a) Except as provided in Article 37.03(b), an Employee shall not enter the premises of Seagull outside her scheduled work hours without the written authorization from the Production Manager or the Director of Human Resources or their designate. This restriction does not apply so as to restrict the Employee from going to the office of the Production Manager or the Director of Human Resources.

- (b) An Officer or Steward of the Union or a member of the Health and Safety Committee may attend the workplace outside her scheduled hours to conduct meetings authorized by this Agreement with prior authorization of the Production Manager or the Director of Human Resources or, in their absence, a Supervisor of Seagull which authorization will not unreasonably be withheld. This restriction does not apply so as to restrict the Employee from going to the offices of the Production Manager or the Director of Human Resources.

37.04 Failure to report absences may result in disciplinary action.

37.05 An Employee wishing to leave work prior to the end of her scheduled shift must obtain authorization from her supervisor, which authorization shall not be unreasonably withheld.

37.06 **An** employee absent from work for three (3) or more scheduled shifts without prior authorization or notification to her supervisor will be considered as a voluntary termination of employment unless the Employee provides to the satisfaction of Seagull, a reason that the Employee was, due to circumstances beyond her control, unable to report for work and to notify Seagull of her absence.

37.07 Absences or lateness arising out of adverse weather conditions shall be regarded as excused absences provided the weather conditions were of such adversity as to necessarily result in the absence or lateness of the Employee.

37.08 Absences will be recorded by the incident, which record shall include the number of shifts or partial shifts missed as a result of that incident.

### **ARTICLE 38 - NOTICES**

- 38.01 (a) All correspondence (except Steps 1 and 2 of the Grievance Procedure) between the Parties relating to this Collective Agreement or incidental thereto shall pass to and from the Director of Human Resources of Seagull, or her designate and the Recording Secretary of the Union, or her designate at the following addresses:

If to the Union:

United Steelworkers of America, Local 9331  
P.O. Box 299  
Pugwash, Nova Scotia  
**BOK 1L0**  
Attention: Recording Secretary

If to Seagull:

Seagull Pewter & Silversmiths Limited  
 P.O. Box 370  
 Pugwash, Nova Scotia  
 BOK 1L0  
 Attention: Director of Human Resources

- (b) All such correspondence shall be sent by registered mail or hand delivered.

### **ARTICLE 39 - HARASSMENT POLICY**

39.01 Seagull is committed to fostering a working environment free of harassment.

39.02 (a) Harassment is objectionable conduct which includes:

- i) The abuse of power that one person holds over another or the misuse of authority; -
- ii) treatment which has the effect or purpose of offending or demeaning a person or group of persons on the basis of race, colour, ancestry, place of origin, nationality, religion, family or marital status, physical or mental disability, age, sex, Sexual Harassment, sexual orientation, or conviction of a criminal charge; or
- iii) treatment which has the effect or purpose of seriously threatening or intimidating a person.

(b) "Sexual Harassment" means:

- i) vexatious sexual conduct or a course of comment that is ~~known~~ or ought reasonably to be known as unwelcome;
- ii) a sexual solicitation or advance made to an individual by another individual where the other individual is in a position to confer a benefit on, or deny a benefit to, the individual to whom the solicitation or advance is made, where the individual who makes the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
- iii) a reprisal or threat of reprisal against an individual for rejection of a sexual solicitation or advance.

39.03 Actions taken for the purposes of better managing the business of Seagull, instructing and advising Employees, performance appraisals, and Employee discipline do not constitute harassment, and this Article does not restrict Seagull's activities in these areas.

39.04 Complaint Procedure

If an Employee feels that she has been a subject of harassment, the initial onus rests upon the Employee to complain about the situation ~~as~~ follows:

- (a) The Employee must make the alleged offender aware that her behaviour is unwelcome and offensive unless in the opinion of the Employee, the harassment is of such a serious nature, the Employee is not required to discuss the matter with the alleged offender but may lodge a verbal complaint with her immediate Supervisor or the Director of Human Resources if the Employee's immediate Supervisor is the alleged offender.
- (b) If the alleged offender continues the harassing behaviour, the Employee must lodge a verbal complaint with her immediate Supervisor.
- (c) If the complaint cannot be resolved, or if the Employee's immediate Supervisor, is the alleged offender, the Employee must, except in exceptional circumstances within one (1) month of the offending episode make a written complaint to her Supervisor; If the Employee's immediate Supervisor is the alleged offender, the written complaint is to be made to the Director of Human Resources. This complaint must describe the incidents complained **of**, with details as to names, witnesses, if any, and dates, and must be signed by the complainant.
- (d) The complaint will be investigated as promptly and discreetly as possible. If the investigation determines that harassment has taken place, the Supervisor, or where appropriate, the Director of Human Resources will take appropriate action to ensure that harassment ceases immediately. The complainant will be informed of the results of the investigation and Seagull's action in resolving the complaint. *All* complaints of harassment and resulting reports will be kept in strict confidence except as required to investigate and respond to the complaint.
- (e) Any written complaint of harassment will be carefully reviewed by the appropriate Supervisor, or where necessary, the Director of **Human Resources**. Separate interviews will be conducted with the complainant, the alleged offender, any witnesses and other relevant persons. The complainant or alleged offender may be re-interviewed to obtain clarification or additional information.
- (f) Both the complainant and the alleged offender, if members of the Bargaining Unit, are entitled to have a representative of the Union present during any discussions with Seagull under this Article 39.
- (g) Harassment is a disciplinary offence warranting penalties up to and including discharge.
- (h) No Employee will be disciplined, intimidated, coerced or otherwise retaliated against for making a complaint in good faith concerning harassment. Any such reprisal will be considered harassment.
- (i) Intentionally false **or** malicious allegations of harassment are disciplinary offenses subject to penalties up to and including discharge.

#### **ARTICLE 40 - FOOTWEAR AND TOOLS**

- 40.01 (a) Seagull shall provide to Employees who are required by law or Seagull to wear safety footwear, an annual footwear allowance of \$80.00.
- (b) Employees who are working in areas designated by Seagull as "wet areas" shall be paid semi-annually the sum of \$40.00.



40.02 Seagull recognizes the benefit to both Seagull and Employees in Maintenance of having an adequate supply of tools available for use by Employees in Maintenance and Seagull will introduce a system designed to meet this objective.

**ARTICLE 41 - VENDING MACHINE PROFIT**

41.01 Seagull agrees that the profits from the vending machines shall be used exclusively for the benefit of employees of Seagull.

41.02 There shall be a committee comprised of two (2) representatives from the Union, one (1) representative from the A.B.C. Committee and one (1) representative from Seagull. This Committee shall authorize all expenditures from the vending machine profits.

41.03 The profits from the vending machines shall be held in a separate account by Seagull and the records of withdrawal and deposits from the account shall be made available to the Committee described in Article 41.02.

**ARTICLE 42 - DURATION OF AGREEMENT**

42.01 This Agreement shall be binding and remain in effect from its date of signing to December 31, 2001 and thereafter from year to year unless or until either party gives written notice to bargain during the two (2) month period preceding the date of its termination.

**ARTICLE 43 - BENEFIT AND BINDING**

43.01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted invalidates or disallows any portion of this Agreement, the entire Agreement shall not be invalidated and the rest of the Agreement shall remain in effect.

43.02 This Agreement and everything herein shall enure to the benefit of and be binding upon the Parties hereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixation of their respective seals hereto the day and year first-above written.

DATED at Pugwash, Nova Scotia, this 1st day of December, 1999.

SIGNED, SEALED and DELIVERED )  
in the presence of )

UNITED STEELWORKERS OF  
AMERICA WORKERS, LOCAL 9331

Per: *Lonas Webb*  
President

Per: *Doene Bryan*  
Committee Member

Per: *Ray Pettigrew*  
Committee Member

Per: *Ron Moore*  
Committee Member

Per: \_\_\_\_\_  
Committee Member

Per: *Al Gaudin*  
International Representative

SEAGULL PEWTER &  
SILVERSMITHS LIMITED

Per: *K. D. Taylor*

Per: *M. Ashton*

## SCHEDULE A

## WAGES

- October 10, 1999 -

(Table Adjusted Up 32.5¢/Hour)

<u>Service</u>	<u>Classifications</u>			
	<u>Finishers</u>	<u>Formers</u>	Industrial <u>Maintenance</u>	<u>Trades</u>
Start	7.605	7.605	8.125	11.765
At 3 months	8.055	8.215	8.855	12.485
At 12 months	8.325	8.695	9.385	13.015
At 24 months	8.695	9.175	10.085	13.505
At 30 months	9.115	9.655	10.765	14.195

- (1) Finishers includes (1) all Employees in Production except those who regularly work as Casters, Spinners or as Receivers, (2) all Employees in Shipping and (3) all Employees involved in Housekeeping duties, including recycling.
- (2) Formers includes all Employees who regularly work as Casters, Spinners or Receivers.
- (3) Trades includes all Employees who have completed the apprenticeship training in trades which are required by Seagull.

\* Employees who work on the night shift receive a premium of thirty-eight cents (38¢) an hour.

*Note:*

- (1) All wages are effective as of October 10, 1999.
- (2) Increase of fifteen cents (15¢) per hour was granted to all bargaining unit employees retroactively from January 1, 1999 to October 9, 1999.
- (3) All Employees will receive an increase of seventeen and one-half cents (17-1/2¢) per hour effective October 10, 1999.
- (4) Profit Sharing Plan of Seagull will no longer apply to Employees in the Bargaining Unit and the wage increase (including those above the table) of 2.5% to build in Profit Sharing continues as part of the hourly rate of wages.

## SCHEDULE A

## WAGES

- July 1, 2000 -

(Table Adjusted Up 15¢/Hour)

Classifications

<u>Service</u>	<u>Finishers</u>	<u>Formers</u>	<u>Industrial Maintenance</u>	<u>Trades</u>
Start	7.755	7.755	8.275	11.915
At 3 months	8.205	8.365	9.005	12.635
At 12 months	8.475	8.845	9.535	13.165
At 24 months	8.845	9.325	10.235	13.655
At 30 months	9.265	9.805	10.915	14.345

- (1) Finishers includes (1) all Employees in Production except those who regularly work as Casters, Spinners or as Receivers, (2) all Employees in Shipping and (3) all Employees involved in Housekeeping duties, including recycling.
- (2) Formers includes all Employees who regularly work as Casters, Spinners or Receivers.
- (3) Trades includes all Employees who have completed the apprenticeship training in trades which are required by Seagull.

\* Employees who work on the night shift receive a premium of thirty-eight cents (38¢) an hour.

## Note:

- (1) All wages are effective as of **July 1, 2000**.
- (2) All Employees will receive an increase of **fifteen cents (15¢)** per hour effective July 1, 2000.
- (3) Profit Sharing Plan ~~of~~ Seagull will no longer apply to Employees in the Bargaining Unit and the wage increase (including those above the table) ~~of~~ 2.5% to build in Profit Sharing continues as part of the hourly rate ~~of~~ wages.

**SCHEDULE A****WAGES****-January 1, 2001 -**

(Table Adjusted Up 15¢/Hour)

**Classifications**

<u>Service</u>	<u>Finishers</u>	<u>Formers</u>	Industrial <u>Maintenance</u>	<u>Trades</u>
<b>Start</b>	<b>7.905</b>	<b>7.905</b>	<b>8.425</b>	<b>12.065</b>
At 3 months	<b>8.355</b>	<b>8.515</b>	<b>9.155</b>	<b>12.785</b>
At 12 months	<b>8.625</b>	<b>8.995</b>	<b>9.685</b>	<b>13.315</b>
At 24 months	<b>8.995</b>	<b>9.475</b>	<b>10.385</b>	<b>13.805</b>
At 30 months	<b>9.415</b>	<b>9.955</b>	<b>11.065</b>	<b>14.495</b>

- (1) Finishers includes (1) all Employees in Production except those who regularly work as Casters, Spinners or as Receivers, (2) all Employees in Shipping and (3) all Employees involved in Housekeeping duties, including recycling.
- (2) Formers includes all Employees who regularly work as Casters, Spinners or Receivers.
- (3) Trades includes all Employees who have completed the apprenticeship training in trades which are required by Seagull.

\* Employees who work on the night shift receive a premium of thirty-eight cents (**38¢**) an hour.

*Note:*

- (1) *All wages are effective as of January 1, 2001.*
- (2) *All Employees will receive an increase of fifteen cents (15¢) per hour effective January 1, 2001.*
- (3) *Profit Sharing Plan of Seagull will no longer apply to Employees in the Bargaining Unit and the wage increase (including those above the table) of 2.5% to build in Profit Sharing continues as part of the hourly rate of wages.*

APPENDIX "A"

LIST OF PHYSICIANS

1. Dr. Forshner, Pugwash
2. Dr. Blaikie, Pugwash
3. Dr..Moss, Tatamagouche
- 4.
- 5.
- 6.

APPENDIX "B"

October 8, 1999


LETTER OF UNDERSTANDING #1

Profit Sharing

The Union will participate in a company-wide profit sharing program and have representation on the profit sharing committee. The details and scope of the plan will be examined by management and union representatives. Targetted implementation date is July 1, 2000 (Fiscal year).

Signed:

  
\_\_\_\_\_  
Union Representative

  
\_\_\_\_\_  
Company Representative

## APPENDIX "B"

October 8, 1999

## LETTER OF UNDERSTANDING #2

Paid Time Off for Union President

The Collective Agreement between the Union and Seagull provides in Article 6.06 **as** follows:

“Seagull agrees, where reasonably necessary, to reschedule the hours of work of the President of the Union upon her request to enable her to attend meetings called by Seagull.”

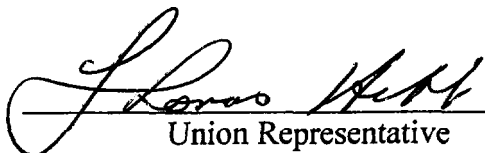
At negotiations, in discussions between Seagull and the Union, there was **an** agreement reached on the type of duties and the amount of time contemplated by this Article. Essentially, the guidelines are:

- a) Paid time off through a rescheduling of hours would include time spent **by** the President to prepare for meetings and does not physically require the presence of the President on the premises to qualify for paid time off, and
- b) It would be expected that twenty-four (**24**) hours per week would be used as paid time under this Article. It would be up to the President to monitor matters to ensure that it is kept within this range.

Time spent by the President to deal with matters arising under the Collective Agreement are of value to both the Union and Seagull, and the purpose of Article 6.06 and this letter is to clarify the use of such paid time.

In addition, Seagull will provide office space for a Union Office. This will be done on a trial basis for a period of six (**6**) months.

Signed,

  
Union Representative

  
Company Representative



45  
APPENDIX "B"

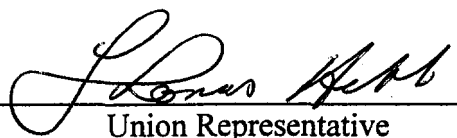
October 8, 1999

LETTER OF UNDERSTANDING #3

Classification System

Seagull will assess the systematic job classification, specifically the Steelworkers Classification System. This assessment will be completed by February 28, 2000.

Signed:

  
Union Representative

\_\_\_\_\_  
Company Representative