(b) For purposes of computing the requisite hours the following will be included:

...

(vi) Time not exceeding one (1) year, lost as the result of an accident recognized as compensable by the Workers' Compensation Board and suffered during the course of employment, shall be considered as time worked for the purpose of qualifying for vacation, provided that the employee returns to his employment.

(vii) Time not exceeding one (1) year, lost as the result of a non-occupational accident or illness, shall be considered as time worked for the purpose of qualifying for vacation, provided that at the time of the accident or illness the employee has been on the payroll for not less than one (1) year and that he returns to his employment. It is understood that the employer may require that the employee provide a certificate from a qualified medical practitioner."

37 The position of the Union is that the words "will be included" are mandatory and therefore, even if there is a shutdown an employee who is on Workers' Compensation or is off work because of non-occupational accident or illness at the time of the shut-down, continues to amass vacation pay qualifying time to the maximum limits set out in subsection (vi) and (vii).

38 That position is untenable. The governing words in subsection (b) (vi) and (vii) are "time...lost". This can have only one meaning, namely, time lost from work. These subsections refer to periods of time when, had the employee not been on Workers' Compensation or been ill, he would have been at work. It is only such periods that are mandatorily indicated in the computation. However, when an operation is shut down and all other employees are laid off, there would have been no work for the employee had he been fit and able to return to work. As pointed out by counsel for the Industry, if the Union's position is to be adopted then the incredible result would be that while all other workers are denied a benefit because of a shut down, an injured or sick employee would receive a special benefit. The intent of the provision is to preserve rights which would otherwise be lost, and not to confer a special benefit on an employee who is sick or injured that is not enjoyed by all other employees.

39 The answer to this question is "No".

QUESTION 11. "ON THE FACTS OF THE ARBITRATION AWARD OF RICHARD BIRD IN THE MATTER OF BRITISH COLUMBIA FOREST PRODUCTS LTD. v. I.W.A. LOCAL 1-118, CONCERNING THE GRIEVANCE OF TREVOR COAD, HAS MR. COAD "PREVIOUSLY HELD THE JOB IN THE OPERATION ON A REGULAR BASIS" IN TERMS OF ARTICLE XXI, SECTION 2(b)?"

40 The following passage contained in Mr. Bird's report succinctly states the facts:

"Coad acknowledged that he had never welded in the plant having never been a successful bidder on a regular welding job. All the welding he has done has been on a fill-in basis because of the absence of a regular welder. His regular position or job was and is in the planer mill."