

COLLECTIVE AGREEMENT

BETWEEN

United Food and Commercial Workers
Canada Union, Local No. 401

- AND -

Vision Loss Rehabilitation Alberta

Renewal: June 4th, **2025**

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This Agreement entered into this _____ day of _____, _____.

BETWEEN:

VISION LOSS REHABILITATION ALBERTA
herein referred to as the "Employer".

- AND -

UNITED FOOD AND COMMERCIAL WORKERS
CANADA UNION, LOCAL NO. 401,
herein referred to as the "Union".

Article 1 – Purpose

- 1.01 The purpose of this Agreement is to provide lawful and orderly collective bargaining relations between the Employer and its employees covered by the Agreement through the Union, to secure prompt disposition of grievances and to maintain wages, hours, and working conditions for the said employee, all as set forth in this Agreement.
- 1.02 In the event of failure to reach settlement between the Union and the Employer over matters arising during the term of this Agreement, the matter or matters in disagreement shall be submitted to the Grievance Procedure as set out in this Agreement.

Article 2 – Recognition

- 2.01 This Agreement shall cover all employees of Vision Loss Rehabilitation Canada in the Province of ALBERTA, excluding any **supervisors**, or anyone above that rank **of supervisor, and students employed through a government funded program.**
- 2.02 ***The provisions of this Agreement are intended to be gender neutral and gender inclusive.***

The following definitions apply to the employees covered under this Agreement:

- 2.03 Full-time Employee (hereafter referred to as “Employee”)
A full-time employee shall be a person who is normally scheduled to work not less than thirty-five (35) hours per week consisting of five (5) seven (7) hour work days from Monday to Friday inclusive.
- Part-time Employee (hereafter referred to as “PT Employee”)
A part-time employee shall be a person who **is normally** scheduled to work less than thirty-five (35) hours per calendar week.
- 2.04 The Employer recognizes the Union as the sole collective bargaining agency for the employees covered by this Agreement, and hereby consents and agrees to negotiate with the Union through its designated bargaining representatives on all matters relating to rates of pay, hours of work, and other working conditions of employees covered by this Agreement.

Article 3 – Management Rights

3.01 The Union recognizes and acknowledges that the Management of the operations, and direction of the **work** force are fixed exclusively in the Employer and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer:

- (a) to maintain order and efficiency;
- (b) to hire, promote, demote, classify, transfer, assign to shifts, decide leaves of absence, lay off, recall, or to suspend, dismiss, or discipline any employee for just cause;
- (c) ***to suspend, dismiss, or discipline an employee who has not completed their probationary period provided the Employer does so in a manner that is not arbitrary, discriminatory, or in bad faith;***
- (d) to make, enforce, and alter, from time to time, reasonable rules and regulations and reasonable policies and practices, to be observed by the employees;
- (e) to determine the nature and kind of service to be provided, the equipment and materials to be used, the control of materials and product, the methods and techniques of work, quantity and quality standards, the assignment of work, the schedules of operations, service and hours of work, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives, all of which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement.

Article 4 – No Strikes/No Lockouts

4.01 The Union agrees during the term of this Agreement there will be no slowdown or strike, stoppage of work or refusal to work or to continue to work. The Employer agrees that during the term of this Agreement there will be no lockout.

Article 5 – Union Representation

- 5.01 (a) The Union will promptly notify the Employer of the names of the Shop Stewards and any changes thereto from time to time.
- (b) The Employer will notify the Union of the names of Management persons and any changes thereto from time to time, with whom the Shop Stewards should deal.
- (c) ***With permission from the Employer, which shall not be unreasonably denied,*** Shop Stewards shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, and attendance at meetings related to the investigation and processing of the grievances during regular working hours with the Employer. All time spent in performing such duties during working hours shall be considered as time worked.
- (d) The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee in any manner because of lawful activity on behalf of the Union, or for exercising any right under this Agreement, or for reporting to the Union an alleged violation of this Agreement.

- (e) The Employer agrees that the Shop Stewards or an authorized Union Representative may post official communications from the Union to its members on the Union's bulletin board provided for this purpose.
- (f) The Employer agrees to allow Shop Stewards to wear the Shop Steward badge while on duty.

5.02 When an employee is being interviewed where such interview could lead to disciplinary action, is issued discipline, or is suspended or discharged, a Shop Steward, shall be present. A full-time Union Representative shall be entitled to attend any such meeting **provided they are** readily available upon advance notice by the Employer. **The Shop Steward and/or Union Representative shall be permitted to consult with the employee in advance of the meeting.**

5.03 The affected employee, the Shop Steward, and the Union, shall be given a copy of any disciplinary notice which is to be entered on an employee's personnel file and of any discharge notice that is given to an employee. In all cases of discipline or discharge the Employer shall notify the affected employee, the Shop Steward, and the Union in writing of the reasons for taking such action. Any such notice of discipline and/or discharge shall be given to the affected employee and the Shop Steward who is involved no later than four (4) working days after the incident that caused the disciplinary action, the period in which it comes to the Employer's attention, or following an investigation. A copy of said discipline and/or discharge notice shall be **emailed** to the Union office within a further twenty-four (24) hours.

5.04 Employees covered by this Agreement shall have supervised access to their own personnel file, upon written request by the employee involved. Employees shall be able to obtain copies of their personnel file when requested, and a copy of an employee's

reply to any document contained in **their** personnel file that is submitted by the employee within ten (10) working days from when the employee became aware of the document, shall be placed in the employee's personnel file. Employees shall not remove any original copies of such documents from the Employer's premises. The Employer shall keep only one (1) personnel file per employee.

- 5.05 ***The Employer shall not rely on any employee discipline after twelve (12) calendar months from date of issuance, provided the employee remains discipline free during that time. Periods of inactive employment in excess of thirty (30) calendar days (e.g., a leave of absence, layoff, etc.) will not count towards the twelve (12) month period noted above.***

Article 6 – Union Security

- 6.01 (a) Every employee who is now or hereafter becomes a member of the Union shall maintain **their** membership in the Union as a condition of **their** employment, and every new employee whose employment commences hereafter, shall immediately after the commencement in **their** employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of **their** employment, provided that any employee in the appropriate bargaining unit who is not required to maintain **their** membership or apply for and maintain **their** membership in the Union, shall as a condition of **their** employment, tender to the Union, the periodic dues uniformly required to be paid by the members of the Union.
- (b) For the purpose of this Agreement, ***maintaining membership in the Union*** is defined ***as and*** limited to ***making*** the payments as provided in Article 6.03.

- 6.02 All employees, as a condition of employment, shall sign a check-off authorization before commencing work and the Employer agrees to inform new employees of the Shop Steward in place.
- 6.03 (a) The Employer agrees to deduct initiation fees, Union dues, fines, assessments and arrears each month. The information and monies so deducted or collected shall be forwarded, together with a list of employees from whom the deductions were made, and the amount of such deductions, a list of those who terminated, and the names, addresses, social insurance numbers, and any other information so requested of new employees hired; and sent to the Union on or before the fifteenth (15th) day of the month following the month in which the monies were deducted. All lists shall be forwarded to the Union office in ***an approved*** electronic (.xls) format.
- (b) The Union agrees to supply the Employer with the Union membership application forms and authorization of deduction forms.
- (c) The Employer shall include yearly, Union dues on T-4 slips of that employee by no later than February 28th for income tax purposes.
- (d) ***Upon request by the Union, the Employer and Union shall, within fourteen (14) days, discuss whether Union dues, initiation fees, and any other assessments are being deducted and remitted correctly. If the Employer has made any errors, it shall correct the error on the employee(s) next pay, unless the Union requests otherwise.***
- 6.04 (a) Representatives of the Union shall have access to the Employer's premises upon mutual agreement in order to

deal with any matter arising out of this Collective Agreement. The Employer will not refuse to permit a duly authorized representative of the Union to attend the workplace. Such visits shall not **unduly** interfere with Employer's Operations.

- (b) Representatives of the Union shall have access to the Employer's premises upon mutual agreement to talk with an employee regarding Union matters during the employee's working hours. The Employer will not refuse to permit a duly authorized representative of the Union to attend the workplace. Time taken for such an interview will not exceed **thirty (30) minutes and shall not unduly interfere with the Employer's operations.**
- (c) A new employee will have **thirty (30) minutes** to meet with a designated Union Representative with the purpose of becoming familiar with the Collective Agreement and their rights, **and/or providing Union orientation.**
- (d) Where necessary, a Union Shop Steward shall be entitled to accompany the full-time Union Representative during such visits and all such time spent by the Shop Steward during **their** normal working hours shall be considered as time worked. All such time spent outside normal working hours shall not be considered as time worked.

6.05 In the exercise of Management Rights, the Employer agrees not to treat any employee in an **arbitrary, discriminatory, or bad faith** manner. The Employer shall not discriminate against employees with respect to terms or conditions of employment on the grounds of **union membership, race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation,**

or any other grounds protected under the Alberta Human Rights Act.

- 6.06 The parties agree that volunteers ***and students*** have a role within the ***Employer's operations*** to perform functions which enhance and compliment efforts of staff towards client services. The parties also agree that volunteers ***and students*** shall not be utilized in any such way to cause any reduction of hours of any bargaining unit position, deletion of any bargaining unit position, or a reduction in the current bargaining unit staff compliment.

Article 7 – Seniority

- 7.01 Seniority shall be defined as the length of continuous service with the Employer within the bargaining unit since the employee's most recent date of hire. In the case of employees hired prior to certification, their seniority shall be credited to their original date of hire whether as a permanent or a contract employee. The probationary period for a newly hired employee is ***six (6) months*** worked, after which the employee's seniority shall date from when the employee entered the service of the Employer.
- 7.02 Former staff rehired by VLRC within twelve (12) months of their termination date, will recommence employment and shall receive service credit for vacation purposes as ***of*** their termination date.
- 7.03 (a) An employee may be granted a leave of absence for personal reasons without pay in accordance with ***the Employer's*** Leave of Absence policy and with a continuation of seniority accumulation, for a period of time not to exceed ***three (3) calendar months***.
- (b) An employee may be granted a leave of absence for prolonged illness (medically certified) with a continuation

of seniority accumulation, for a period of time not to exceed twenty-four (24) months. Where the medical leave (medically certified) extends beyond twenty-four (24) months the Employer and the Union will discuss the status of the employee's seniority.

- (c) In the case of a layoff, employees will retain and accumulate seniority up to twelve (12) months following the date of the layoff.

7.04 The Employer agrees to post a seniority list and upon posting, file a copy with the Union, covering all employees showing each name, commencement date, department, and classification. The Employer shall post such lists on or before the thirtieth (30th) of June, and the thirty-first (31st) day of December in each and every year on the notice board provided. A copy of the seniority list in electronic (.xls) format shall be submitted to the Union on the above dates. The Employer agrees that the list provided to the Union will also contain each employee's postal address, phone number, **email address if available**, and social insurance number.

7.05 Seniority shall terminate and an employee shall be deemed to have left the employment of the Employer, in the event:

- (a) the employee **resigns their** employment with the Employer;
- (b) the employee is discharged and is not reinstated through the grievance or arbitration procedure;
- (c) the employee fails to report to work upon recall after lay-off within three (3) working days, from the time of notification by direct contact or registered mail;

- (d) the employee accepts a permanent position with the Employer outside the bargaining unit for a period longer than three (3) months;
- (e) the employee is laid off from active employment for a period in excess of twelve (12) months;
- (f) the employee is absent from work for more than three (3) consecutive working days without having advised **their** immediate supervisor and without an approved leave of absence. Bona fide illness, injury, and/or inability to communicate with the Employer shall be considered a satisfactory reason;
- (g) the employee overstays a leave of absence without securing a written extension of such leave by the Employer. Bona fide illness, injury, and/or inability to communicate with the Employer shall be considered a satisfactory reason.

7.06 In the event of a layoff or the recalling of laid off employees, seniority shall govern it being understood that:

- (a) The most junior employee in the affected classification will be laid off;
- (b) A laid off employee shall have the right to displace a junior employee **in another** classification at the appropriate rate of pay for said classification into which the employee bumps into, provided the more senior employee has sufficient ability and qualifications to **perform** the work;
- (c) Laid off employees shall be recalled in order of their seniority into their classification, an equivalent classification, or lower paid classification, with the laid off

employees having their choice of such available positions in order of their seniority should such choice exist, provided the more senior employee has sufficient ability and qualifications to **perform** the work to be done. Employees desiring to avail themselves of this rule must keep their names, phone numbers, and addresses with the Employer and thereafter keep the Employer informed of their current address and phone number.

7.07 Except for just cause, other than shortage of work, the Employer shall not discharge or layoff an employee who has been in the Employer's service for at least ninety (90) calendar days, without giving the employee at least as much notice or pay in lieu of notice, **or a combination thereof**, as follows:

- (a) one (1) week written notice, if the employee's period of employment is less than one (1) year;
- (b) two (2) weeks written notice, if the employee's period of employment is one (1) year or more, but less than three (3) years;
- (c) four (4) weeks written notice, if the employee's period of employment is three (3) years or more, but less than five (5) years;
- (d) six (6) weeks written notice, if the employee's period of employment is five (5) years or more, but less than ten (10) years;
- (e) eight (8) weeks written notice, if the employee's period of employment is **eight (8) years or more but less than twelve (12) years**;

(f) ten (10) weeks written notice, if the employee's period of employment is twelve (12) years or more.

- 7.08 No employee shall be assigned a position outside the bargaining unit unless the employee has consented to such.
- 7.09 No new employees shall be hired by the Employer so long as there are part-time employees who are qualified, willing, and able to perform the work required, or so long as there are employees who are on layoff status who are qualified, willing, and able to perform the work required.
- 7.10 The Employer shall notify all employees who are to be affected by permanent closure of all or any portion of the Employer's operation or due to the layoff of any employee, a minimum of twenty-eight (28) calendar days prior to the effective date of such closure and/or layoff, **except when the Employer is unable to do so due to an emergency situation beyond the Employer's control, in which case as much notice as possible will be provided.**
- 7.11 A Shop Steward will be present when an employee is to be informed of a layoff.
- 7.12 Employees from within the bargaining unit who accept a position with the Employer which places them outside of the bargaining unit shall continue to accumulate seniority for a period of three (3) calendar months. These employees shall be entitled to return to the bargaining unit and their former job at any time during the three (3) month period, at the option of the employee or Employer.
- 7.13 Part-time employees shall not be employed or scheduled to the extent that it results in the displacement or prevents the hiring of full-time employees.

Article 8 – Hours of Work/Rest and Meal Breaks

8.01 Work Week/Full-time Employees

The normal work week for full-time employees shall be thirty-five (35) hours to be worked in five (5) shifts at seven (7) hours per day from Monday to Friday inclusive. Each employee's daily shift shall start at 8:30 a.m. and shall end at 4:30 p.m. The employee can make a request for flex time. Upon mutual agreement between the employee and the Employer ***in writing***, this time can be flexed to accommodate an alternate seven (7) hour work day, or an alternate five (5) day work week. A Shop Steward will be notified of any agreed upon flex time arrangements. The Employer reserves the right to change an employee's schedule upon providing at least fourteen (14) calendar days' notice.

8.02 There shall be no split shifts.

8.03 Meal Periods

Each employee's daily shift shall include one (1) uninterrupted meal period of sixty (60) minutes without pay. Meal periods shall start not earlier than three (3) hours after commencement of the employee's shift and must be completed by no later than five (5) hours after commencement of the employee's shift. ***Upon mutual agreement, the employee and Employer may agree to reduce the unpaid meal period to thirty (30) minutes.***

8.04 Rest Periods

Each employee's daily shift shall include two (2) uninterrupted fifteen (15) minute rest periods with pay, ***provided it is at least five (5) hours long.*** One (1) rest period shall be taken during the first half of the employee's daily shift and the other rest

period shall be taken during the second half of the employee's daily shift. **Shifts of less than five (5) hours shall receive one (1) uninterrupted fifteen (15) minute rest period.**

- 8.05** When overtime of more than two (2) hours is to be worked, consecutive with the regular hours of work, the employee shall be entitled to a fifteen (15) minute rest period before commencing overtime.
- 8.06** If an employee shall be called in to work for less than three (3) hours in any one (1) shift, the employee will receive a minimum of the employee's regular pay for three (3) hours.
- 8.07** No employee shall suffer a reduction in hours of work or suffer a layoff, as a result of any Employer or any external work placement program.
- 8.08** When the Employer requires an employee to be present at a meeting called by the Employer, time spent at such meeting shall be considered time worked.
- 8.09** When the Employer requires an employee to attend a meeting that begins and ends outside of **their** assigned working hours, time spent in the meeting, will be considered time worked and the travel time will be covered under Article 11.**08**.
- 8.10** For the purposes of flex-time arrangements, the following may be permitted if requested by the employee as part of their flex-time arrangement:
1. Variations to the “normal work week” of thirty-five (35) hours per week (Reference Article 2.03 and 8.01).
 2. A meal period of less than one (1) hour but not less than half hour (30 minutes) (Reference Article 8.**03**).

3. Split shifts (Reference Article 8.02).

4. Flex time agreements with individual employees will be voluntary.

5. VLRC reserves the right to change flex-time arrangements at any time if business needs warrant the change. It is agreed flex-time arrangements will not be cancelled as a result of individual employee performance issues.

Article 9 – Overtime

9.01 All pre-authorized time worked in excess of **thirty-five (35) hours per week or seven (7) hours per day** shall be compensated in overtime and paid at the rate of time and one half (1.5X) the employee's hourly rate. ***If it is unsafe to request pre-authorized overtime the employee is not required to do so; however, the employee must report the overtime to their supervisor as soon as it is safe to do so.***

9.02 Overtime shall be by mutual consent (subject to this Article **and Article 9.01**) and shall be offered first to the most senior employee **in the classification** who is available to work it and thereafter in decreasing order of seniority, providing the employee has the ability and qualifications to perform the work of the required overtime. In situations where the required number of employees do not volunteer to work the overtime, the most junior qualified employees **in the classification**, in increasing order of seniority, who have the ability and qualifications to perform the work, shall then be required to do the work.

9.03 An employee may choose to take compensating time off in lieu of overtime pay. Employees who choose to take compensating

time off in lieu of overtime pay shall accumulate time off at the overtime rates. The employee will receive quarterly written / electronic verification of their accumulated banked overtime. Any banked overtime that is not taken by March 31st of each calendar year will be paid out to the employee on the first full pay period following March 31st, unless otherwise agreed between the employee and the Employer. Banked overtime paid out on March 31st will have been accumulated in the previous calendar year.

Article 10 – Scheduling

10.01 The Employer agrees that employees shall be entitled to two (2) consecutive days off per week (Generally Saturdays and Sundays).

Article 11 – Payment of Wages and Allowances

11.01 Job classifications and schedule of wage rates for all employees shall be in accordance with Appendix “A” attached hereto and forming part of this Agreement.

11.02 An employee promoted to a higher paying position shall receive the rate of pay and benefit for that position for the time such employee performs that job.

11.03 Pay on Temporary Transfer, Higher Rated Job

When an employee temporarily relieves in or performs the principal duties of a higher paying position, the employee shall receive the rate for the job for the time such employee performs the job.

11.04 When an employee is temporarily performing work of a position paying a lower rate, the employee's rate of pay shall not be reduced.

11.05 The Employer shall pay each employee no later than every second Friday for all pay due the employee as of the previous Friday for that two (2) week pay period. The Employer will provide access to an itemized statement with each pay showing the number of hours worked at straight time, overtime, the wage rate, and itemized deductions from the amount earned. Pay will be by direct deposit to a bonafide financial institution of the employee's choice.

11.06 Time Recording

The Employer shall provide an electronic time and attendance system to enable employees to record their own time for payroll purposes. The Union shall be entitled to examine time sheets (electronic format) as soon as reasonably possible after requesting to view such documents but in no event more than **three (3)** business days from the request, for the purpose of ensuring that the terms and conditions contained in the Collective Agreement are being followed.

11.07 Emergency Pay

In situations where the office is closed due to inclement weather, any employee who was scheduled to work during such day shall not be required to report to work, and shall not lose pay as a result. ***The Employer may require the employee to work remotely, so long as the employee has the proper equipment to work from home.***

11.08 Travel Time

Travel time during normal working hours shall be considered as time worked. Travel time outside of normal working hours shall be considered as time worked, subject to the following:

- (a) Ground travel to and from the points of origin and destination shall be compensated based on the standard or common time required for the trip.
- (b) The points of origin and destination shall determine the compensable time. The standard point of origin shall be the Employer's building. In situations where the distance to the destination point is shorter from the employee's home, the employee's home shall be determined as the point of origin. In situations where the distance to the destination point is shorter from the Employer's building, the Employer's building shall be determined as the point of origin.
- (c) Travel by air, and ground transportation to and from the airport on normal work days, shall all be considered as time worked.
- (d) ***For clarity, travel to and from the Employer's building at the beginning and end of the employee's work day is not considered time worked.***

11.09 Evening Shift Premium

Any employee who is required and pre-authorized to work at any time between the hours of 6:00 p.m. and 8:30 a.m. the following day shall be paid an evening shift premium in addition to ***their*** regular hourly rate of pay in the amount of one (\$1.00) dollar per hour for each such hour and majority of an hour

worked. Employees who are using flex-time will not be entitled to premiums as a result of their individual flex-time arrangements.

11.10 There shall be no duplication or pyramiding of any premium payments (including overtime) provided for in this Agreement.

Article 12 – Paid Holidays

12.01 (a) The Employer recognizes the following as ***Paid Holidays***:

New Years Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	<i>National Day for Truth & Reconciliation</i>
Heritage Day	

(b) The Employer agrees to pay an employee at one and a half (1.5 X) times their regular hourly rates for all hours worked on the above named Paid Holidays.

12.02 Employees shall receive pay for ***Paid Holidays*** as per ***the Alberta Employment Standards Code***.

12.03 Work Week/One (1) ***Paid*** Holiday

In a week in which one (1) ***Paid*** Holiday occurs the basic work week for full-time employees shall be twenty-eight (28) hours to be worked in four (4) days during that week.

12.04 Work Week/Two (2) Paid Holidays

In a week in which two (2) **Paid Holidays** occur, the basic work week for full-time employees shall be twenty-one (21) hours to be worked in three (3) days during that week.

Article 13 – Annual Vacation

13.01 ***Employees will receive vacation as follows:***

<u>Years of continuous service since most recent hire date as of January 1st</u>	<u>Vacation Time</u>	<u>Vacation Pay</u>
<i>Less than 1 year</i>	<i>3 weeks prorated for the partial year of employment</i>	<i>6%</i>
<i>1 year or more but less than 5 years</i>	<i>3 weeks</i>	<i>6%</i>
<i>5 years or more but less than 10 years</i>	<i>4 weeks</i>	<i>8%</i>
<i>10 years or more but less than 20 years</i>	<i>5 weeks</i>	<i>10%</i>
<i>20 years or more</i>	<i>6 weeks</i>	<i>12%</i>

13.02 ***All employee vacation requests are subject to the Employer's operational needs.***

13.03 ***The vacation program will coincide with the calendar year, January 1st to December 31st. Annual vacation entitlement is earned over the course of the cycle, and taken within that cycle.***

- 13.04 ***A full-time employee may carry over two (2) weeks of vacation time and four (4%) percent vacation pay into the next vacation entitlement year with written approval from the employee's Manager. A part-time employee may carry over two (2) weeks of vacation time into the next vacation entitlement year. Vacation time carried over into the next vacation entitlement year must be used by March 31st of that year.***
- 13.05 Seniority shall be the governing factor in the choice of vacation ***subject to Article 14.02 and 14.07.***
- 13.06 Where practicable, employees shall be entitled to take their vacations consecutively unless they wish to have their vacation entitlements broken up.
- 13.07 ***The Employer shall post a vacation planner containing each employee's number of weeks of vacation entitlement by March 1st of each year. Employees shall have until March 31st of each year to write in their preferred vacation time. On April 15th of each year the Employer shall post an approved vacation schedule which cannot be changed except where the employee and the Employer mutually agree to do otherwise. Employees who wish to take their vacations prior to April 15th shall be entitled to do so and in such event must notify the Employer in advance of all such time off as requested. Late submitted vacation requests and vacation requests for time before April 15th will be granted on a first come first serve basis.***
- 13.08 ***Full-time employees shall be paid their vacation pay on the Employer's regular pay day when vacation time is taken. Part-time employees shall be paid their vacation pay on each regular pay day each payroll cycle.***

13.09 Employees who are ill, or disabled because of injury, during their scheduled vacations **and, as a result, are hospitalized or confined to their homes** for two (2) consecutive days or more, may elect to go on sick leave and in such cases will have the **number of days that the employee was confined to home or in hospital while on vacation**, rescheduled without disruption to current vacation schedules. The employee **will** be required to provide a medical certificate **and the employee's vacation pay and sick pay banks will be adjusted accordingly.**

Article 14 – Grievance Procedure

14.01 A grievance shall be defined as any difference arising out of the interpretation, application, or alleged violation of the Collective Agreement, **or applicable legislation**, including any question as to whether a matter is arbitrable.

14.02 **Step 1**

It is the mutual desire of the parties hereto that complaints and grievances of **the Employer**, the Union, or of employees will be adjusted as quickly as possible. It is agreed that the employee, with a Union Steward or Union Representative on the employee's behalf, may discuss with Management all grievances as a first step to the grievance procedure.

14.03 **Step 2**

Failing settlement of the complaint or grievance in a verbal discussion **at Step 1**, the employee, **through the Union**, may submit a written grievance to Management and, at the employee's option, may be accompanied by the Steward, or the Union Representative if available. Such written statement of

grievance must be submitted within twenty-eight (28) calendar days of the occurrence of the event which gave rise to the grievance. The Manager shall answer the grievance in writing within twenty-eight (28) calendar days.

14.04 **Step 3**

Failing settlement of the grievance as set out in **Step 2 at** Article 14.03 the Union on the employee's behalf, may present the written grievance to the **Department of People and Culture** within seven (7) calendar days of receiving the Manager's answer. The **Department of People and Culture** will convene a meeting for the parties to consider the grievance. A Union staff representative shall be present at all such meetings. The **Department of People and Culture** will provide an answer to the grievance in writing within seven (7) calendar days following the meeting.

14.05 **Policy Grievance**

Any differences arising directly between the Union and the Employer relating to the interpretation, application, or alleged violation of the Agreement **or applicable legislation** may be presented by either party as a Policy Grievance within the timelines outlined in Article 14.03 after the date when the subject matter of the grievance first arose or came to the attention of the grieving party. Such grievance shall be heard commencing at the step set out in Article 14.04.

14.06 Discussions between the Union and the Employer shall be dealt with at a time mutually convenient to the Employer and the Union, with no loss of pay to employees for scheduled time taken on such discussions of grievances.

14.07 Upon mutual agreement, the parties may extend *in writing* the above-noted timelines.

Article 15 – Arbitration

15.01 Either of the parties may, within ninety (90) days of a decision at Step **3** of the Grievance Procedure *as per Article 14.04*, notify the other party in writing of its desire to submit the Grievance to Arbitration *and the notice shall propose at least one (1) single Arbitrator*.

15.02 The parties agree to use a single Arbitrator.

15.03 The parties will attempt to agree upon the choice of a person to act as single Arbitrator within **two (2) weeks** of the date of the request for arbitration. Failing that, the Director of Mediation Services in the Province of Alberta *may* be requested to assist in the appointment of the Arbitrator. The Arbitrator shall hear their dispute and the decision of the Arbitrator shall be final and binding upon the parties.

The Arbitrator shall not have any jurisdiction to alter or modify any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to make any decisions inconsistent with the terms and provisions of this Agreement.

Each of the parties hereto will share equally the expenses of the Arbitrator.

15.04 In the event of termination, discharge, or suspension of an employee, the Arbitrator shall have the right to sustain the Employer's action or to reinstate the employee with full, part, or no back pay, with or without loss of seniority, or to settle the matter in any way *they* deem fit.

15.05 In the cases of suspensions and/or terminations, the parties agree to the following expedited arbitration process:

Unless otherwise agreed by the parties, the Arbitrator shall fix a day, not later than twenty-eight (28) days after the day on which they were appointed as arbitrator, on which the hearing shall commence. Before fixing the hearing date, the Arbitrator shall canvass the availability of the parties and endeavour to find a mutually agreeable date within this timeframe.

15.06 The above time limits may be extended by mutual Agreement ***in writing.***

Article 16 – Leaves of Absence

Unless otherwise stated in this Article, the following Leaves of Absences shall be unpaid:

16.01 Employees elected or appointed to attend Union business, may, upon ***request*** from the Union to the Employer, be granted leave of absence without pay. The Employer reserves the right to limit the number of employees granted such leave to two (2) employees (***one (1) employee from each office***) at any one time for a maximum of three (3) requests per year per employee. In all such cases the Employer ***shall not unreasonably deny any such request, and*** shall treat the above leaves as time worked and shall be reimbursed by the Union.

16.02 Special leave of absence, without pay, without loss of seniority or loss of any rights and privileges shall be considered for valid personal reasons. Applications for leave under this ***Article*** must be given to Management in writing. Upon return to work, the

employee shall be ***reinstated to their former position, or if it no longer exists, the employee will be provided with bumping options, if any, as per Article 7.06(b).***

16.03 Work-Related Convention / Conference / Education Leave

The Employer and the Union recognize that additional and continuing education of employees is necessary as a means of enhancing client rehabilitation and to maintain a level of certification and accreditation.

Employees shall be granted a leave of absence to attend work-related conferences and/or education seminars in accordance with the Employer's professional development procedure. Such employees shall not lose regular pay because of attending at such events.

16.04 Negotiation Leave

The Employer shall allow four (4) employees (***two*** (2) North, ***two*** (2) South) time off without pay for the purpose of attending negotiations for the renewal of the Collective Agreement.

The Union agrees to provide the Employer with twenty-eight (28) days' notice where possible.

The Employer shall continue the employee's regular pay during such leave which shall be reimbursed by the Union upon request by the Employer.

16.05 Bereavement Leave

- (a) Employees shall be granted five (5) days of leave with pay when a death in the employee's family occurs, that is, the death of a father, father-in-law, mother, mother-in-law,

brother, brother-in-law, sister, sister-in-law, spouse, common law spouse, **child**, step-child, grandparents, grandparents-in-law, grandchild, daughter-in-law, son-in-law, fiancé, stepparents, or former legal guardian.

- (b) Employees shall be granted three (3) days of leave without loss of regular pay when their pregnancy, or the pregnancy of their spouse or common law spouse, ends in manner other than a live birth.**
- (c) If an employee is requested to serve as a pallbearer or to directly participate in the service at a funeral for an individual other than those set out in (a) above, a one (1) day leave of absence with pay will be granted to attend the funeral.**
- (d) Bereavement leave shall be extended by up to two (2) additional working days with pay, as may be necessitated by reason of travel out of province to attend the funeral, for parents or children. Additional days off with pay for other reasons may be granted by mutual agreement between the Employer and the employee concerned.**
- (e) Should a circumstance resulting in paid bereavement leave under this article arise during an employee's vacation, the employee may take the prescribed bereavement leave and re-book the affected portion of the vacation at a time mutually agreeable to the Employer and the employee.**

16.06 Citizenship Ceremony Leave

Employees shall be entitled to up to a half (1/2) day of Citizenship Ceremony Leave to attend a citizenship ceremony to receive a certificate of citizenship.

16.07 Compassionate Care Leave

Employees shall be entitled to up to twenty-seven (27) weeks' Compassionate Care Leave.

16.08 Critical Illness Leave

Employees shall be entitled to up to thirty-six (36) weeks' Critical Illness Leave for a child and up to sixteen (16) weeks' Critical Illness Leave for an adult.

16.09 Death or Disappearance of a Child Leave

Employees shall be entitled to up to fifty-two (52) weeks' Death or Disappearance of a Child Leave and up to one hundred and four (104) weeks' Death or Disappearance of a Child Leave if the child has died as a probable result of a crime.

16.10 Domestic Violence Leave

Employees shall be entitled to up to ten (10) days' of Domestic Violence Leave.

16.11 Long-term Illness and Injury Leave

Employees shall be entitled to up to sixteen (16) weeks' Long Term Illness and Injury Leave.

16.12 Maternity and Parental Leave

Maternity Leave

Employees shall be entitled to maternity leave of not more than sixteen (16) weeks starting at any time during the twelve (12) weeks immediately before the estimated date of delivery.

A pregnant employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave under this Division.

An employee who takes maternity leave must take a period of leave of at least **six** (6) weeks immediately following the date of delivery, unless by mutual agreement between the employee and the Employer and provided a medical certificate indicates that resumption of work will not endanger **their** health.

Adoption/Parental Leave

Employees shall be entitled to either:

- (i) standard parental leave of not more than thirty-seven (37) weeks within a fifty-three (53) week period after the child's birth, or in the case of an adoptive parent, after the child is placed with the adoptive parent for the purpose of adoption; or
- (ii) extended parental leave of not more than sixty-one (61) weeks within a seventy-eight (78) week period after the child's birth, or in the case of an adoptive parent, after the child is placed with the adoptive parent for the purpose of adoption.

If employees are parents of the same child, Parental Leave may be taken wholly by one of the employees or shared by the employees. In such circumstances, the Employer may, at its discretion, grant Parental Leave to more than one employee at a time if so requested.

No employee shall be terminated or laid off because the employee is entitled to Maternity or Parental Leave.

16.13 Personal and Family Responsibility Leave

Employees shall be entitled to up to five (5) days' Personal and Family Responsibility Leave.

16.14 Reservist Leave

Employees shall be entitled to up to twenty-six (26) weeks' Reservist Leave.

16.15 Jury and Material Witness Leave

Employees shall be entitled to a leave of absence for Jury Leave.

16.16 Time Off to Vote

Employees shall be entitled to time off of up to three (3) consecutive hours to vote in government elections pursuant to any municipal, provincial, federal, or band council electoral process.

16.17 Employees will be granted three (3) paid days (twenty-one (21) hours) per calendar year for personal leave. Personal leave must be requested in minimum increments of one **half (1/2) day**. A request for personal leave will be submitted at least twenty-four (24) hours in advance. Personal leave cannot be carried over from year to year. **All part-time employees hired after January 1st, 2023 will have their personal leave credits prorated based on their normal hours of work.**

16.18 **Appointments**

All employees will be allowed up to eight (8) hours of paid time off to attend medical and dental appointments per year.

Employees will be granted up to two (2) hours of paid time off to attend veterinary appointments for service animals **or guide dogs**.

16.19 General Regarding Leaves

Unless otherwise set out in this Agreement, all leaves of absence are without pay. An employee must provide four (4) weeks' notice of any leave, unless it is impossible to do so, in which case as much notice as possible will be provided.

Article 17 – General

- 17.01 Employees shall not be compelled to or allowed to enter into any individual contract or agreement with **the** Employer varying the **terms and** conditions of employment contained **in this Agreement**.
- 17.02 In the case of an employee **returning to work after** being off for sickness or accident the employee shall be reinstated to **their** former position, **if it no longer exists, the employee will be provided with bumping options, if any, as per Article 7.06(b)**.
- 17.03 No employee shall be disciplined or discharged for refusal to work on a job or in any place or to operate any equipment where it would be contrary to applicable legislation or regulations. Where, in such circumstances, the employee does no work, **they** shall not suffer any loss of pay.
- 17.04 No employee **who has completed their probationary period** shall be disciplined or discharged without just cause.

- 17.05 The Employer shall provide a bulletin board, which shall be placed so that all employees will have access to it, and upon which the Union shall have the right to post notices of meetings and such other matters, as may be of interest to the employees.
- 17.06 No employee shall be required to cross a legal picket line during the course of their employment.
- 17.07 The Employer agrees to provide adequate lock-up facilities for employee's personal effects.

17.08 Joint Labour/Management Meetings

- (a) A Labour/Management Relations Committee shall be appointed, consisting of two (2) employees from the Union and two (2) representatives from the Employer. All meetings shall be attended by an equal number of representatives from each party. The full-time Union Representative may also attend these meetings. The committee shall meet **at a mutually agreeable time** at the request of either party for the purpose of discussing matters of mutual concern. A request for the meeting shall include an agenda of matters for discussion at the meeting. Time spent by bargaining unit employees in carrying out the functions of this committee shall be considered as time worked and shall be paid for by the Employer.
- (b) Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be posted by the Shop Steward on the bulletin board for all employees to see, as well the Shop Stewards will provide an electronic copy to all members. The Union office shall be provided with a copy of these minutes, upon request. The chairperson of this

committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between Management and the employees.

- (c) The committee shall not have jurisdiction to interpret and/or amend any of the terms and conditions contained in the Collective Agreement.

17.09 Employees may be involved in fundraising activities that reflect the values of the organization. These activities will not impact employee performance.

Article 18 – Health and Safety

18.01 The Employer shall make all reasonable provisions for the Occupational Health and Safety of all employees. All rights and privileges established under the laws of the Province of Alberta in respect of Occupational Health and Safety shall form part of this Agreement.

18.02 Time spent by members of the **Joint Health and Safety** Committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this Agreement.

18.03 The Employer shall provide a first aid kit at the place of employment, and shall keep the same properly supplied.

18.04 The Employer is committed to treating all of its employees with dignity and respect, and as part of this commitment, the Employer agrees that any inappropriate conduct and/or all forms of harassment will not be tolerated in the workplace. The Employer also agrees that any allegations of inappropriate conduct or harassment may be **submitted at Step 3** of the

grievance procedure set forth in this Agreement. Failing resolution **at Step 3** of the grievance procedure, the matter may then be **referred to arbitration as per** Article 15 of this Agreement.

Article 19 – Workers Compensation Benefits

- 19.01 Where an employee is unable to work as a result of an injury and/or illness incurred in the course of the employee's duties, the employee shall inform the Employer so that a claim for Compensation benefits (if applicable) can be forwarded to the Workers Compensation Board. Any information required by the Workers Compensation Board from the Employer shall be provided immediately.
- 19.02 Any employee who suffers an injury and/or illness which qualifies for Workers Compensation benefits shall be paid by the Employer for the hours **they** would otherwise have been scheduled to work on the day of the injury and/or illness, but was unable to work because of the injury and/or illness.

Article 20 – Union Agreement for Registered Blind

- 20.01 The Union will provide the Employer with one (1) electronic copy of the Collective Agreement. Upon receiving a written request, the Employer shall provide, a copy of the Collective Agreement in alternate format to any employee with vision loss, the cost of which shall be shared by the Employer and the Union.

Article 21 – Travel

21.01 Transportation Expense Guidelines

Employees will use the most practical and economical means of travel. The standard is economy class.

- (a) When travelling by road, the Employer’s vehicle should be used if available. If one is not available, employees ***must*** use a rental car when the kilometers exceed 200 km round trip, ***if so required by the Employer.***

When an employee uses their own vehicle the kilometer reimbursement rate is ***sixty-two (\$0.62)*** cents and will be updated from time to time as required. This rate is intended to cover all automobile costs including gas, insurance, wear and tear, and maintenance costs; this rate will be reviewed from time to time. No other reimbursement for vehicle use will be made, including insurance deductibles, business use insurance, and traffic tickets (***which shall also be covered by the employee while driving a rental or Employer car.***)

In the event the Employer adjusts the standard for the above during the term of the agreement the amount will be increased accordingly.

The kilometers driven between home and regular office are not reimbursable. When driving from home, the lesser of the distance from the home or office is to be used for kilometer reimbursement.

Parking and toll fees while on business are reimbursable. In the event the National Standard is increased the above amounts will be as well.

- (b) Employees may participate in Reward Programs provided they do not affect the **cost** of travel.

21.02 Accommodations

The Employer's standard is single accommodation in a good standard room.

A maximum of **forty-five (\$45.00)** dollars per night for gratuitous lodging expenses is allowed when an employee **would otherwise require hotel lodging and instead** stays with family or friends during a business trip. No receipt is required.

21.03 Wireless Cell Phone

The Employer will provide cell phones to employees who require a cell phone for work purposes. **Any additional costs incurred by an employee such as roaming charges or long-distance charges will be discussed with the employee. If the additional costs result for a non-business related use, the costs will be deducted from the employee's pay if not reimbursed by the employee to the Employer within thirty (30) calendar days. The parties acknowledge an employee may accidentally and without knowledge incur roaming charges while near a border city. If this occurs, the employee will not be required to reimburse the Employer.**

Article 22 – Travel Expenses

22.01 Meal Allowances

Actual meal expenses up to **set amounts** are reimbursable if incurred when the employee is required to work beyond their

designated home base ***through a lunch period*** or when an employee is away from home for an extended period.

The maximum amounts, including taxes and gratuities, are:

<i>Breakfast</i>	<i>\$15.00</i>
<i>Lunch</i>	<i>\$20.00</i>
<i>Supper</i>	<i>\$30.00</i>
<i>Daily Maximum</i>	<i>\$65.00</i>

However, employees may use their discretion, provided that the combination of any two or more meals does not exceed the total for those meals (i.e. breakfast \$15.00, lunch \$20.00 - Total \$35.00).

Breakfast and supper allowances on day trips require ***prior approval by the employee's Manager.***

Receipts must be provided. Alcohol is not reimbursable. If circumstances dictate, on a case by case basis, consideration will be given to exceeding these guidelines with proper rationale.

Expense claims shall be reimbursed in a timely manner.

In the event the Employer adjusts the standard for the above during the term of the agreement the amount will be increased accordingly.

Article 23 – Licenses/Memberships

23.01 The Employer shall pay one hundred (100%) percent of the costs incurred for any one of the following licenses and/or memberships per employee:

- (a) Association of Educators and Rehabilitators of the Blind and Visually Impaired (AER);
- (b) Provincial Association of Social Workers;
- (c) ACVREP;
- (d) any other license or membership required by **the Employer**, as well as reasonable costs (**when required**) associated with obtaining and maintaining same, including approved courses and conferences.

Article 24 – Service Recognition Day

24.01 All employees who reach twenty (20) years of service shall be entitled to take a day off with pay once in the calendar year and in each calendar year thereafter. This service recognition day shall be taken at a time during the calendar year that is mutually agreeable between the employee and the Employer.

Article 25 – New Classifications and Job Postings

25.01 The Employer agrees to notify the Union of any new classifications they wish to add to the existing classifications set out in this Agreement and which fall within the certified bargaining unit. The Employer further agrees to meet with the Union and negotiate rates of pay for any such new classifications within the scope of this Agreement. If the parties are unable to agree to the rates of pay, the matter may be referred to arbitration to set the rates of pay.

25.02 Where a vacancy or new position occurs within the bargaining unit, such a position shall be posted for a period of seven (7)

days and employee(s) desiring any such vacancy or new position may apply. New positions and/or vacancies will be filled as follows:

- (1) First priority will be given to the most senior applicant from within that **classification** with sufficient ability and qualifications to **perform** the work;
- (2) If the position cannot be filled from within the **classification**, applications from other **classifications** will be accepted and the job shall be given to the most senior applicant with sufficient ability and qualifications to **perform** the work, before external recruitment occurs.

Article 26 – Effect of Legislation and the Agreement

26.01 Wherever the interpretation **of any article** of this Agreement would provide less favourable provisions to an employee in any cases than that provided by Provincial Legislation, said Legislation shall govern and be part of this Agreement.

Article 27 – Health and Welfare Benefits

27.01 The Employer shall provide Health and Welfare benefits for eligible employees **as per the Employer's** Employee Benefits Plan. **These Health and Welfare benefits are referenced at Article 27.05 below.** The terms and conditions of the plan as set out by the **Employer's** Employee Benefits Plan will govern the benefits received. For the duration of this Collective Agreement, the Employer shall have the right to make arrangements for the replacement of such benefits provided that benefit levels are maintained or improved.

27.02 The Employer shall supply the Union with a current copy of the summary pamphlets (or similar documents) for all of the health and welfare benefits that are provided by the Employer. The Employer shall supply each eligible employee with **access to** a current copy of the summary pamphlets (or similar documents) for all health and welfare benefits that are provided by the Employer. New employees shall be provided with a copy of the summary pamphlets (or similar documents) at the same time as they become eligible to receive said benefits.

27.03 Incidental Sick Days

All active full-time employees will be credited with ten (10) incidental sick days per calendar year. Full-time new hires will be prorated with the appropriate amount of incidental sick days based on their date of hire within the calendar year for the remainder of that year and will be credited with a full ten (10) days as of the following January 1st. **All part-time employees hired after January 1st, 2023 will have incidental sick days prorated based on their normal hours of work.** Unused incidental days will not be carried over into the following calendar year.

27.04 Supplemental Employment Insurance Plan (SEIB) for VLRC

- ***The Employer's supplemental employment insurance plan (SEIB) is integrated with the employment insurance (E.I.) sickness benefits through Service Canada. The SEIB plan will "top up" E.I. sickness benefits received by eligible employees to a maximum of up to ninety-five (95%) percent of an employee's gross weekly earnings.***
- ***Plan duration is fifteen (15) weeks plus the E.I. waiting period to a maximum of two (2) weeks.***

- ***Employees must qualify for applicable E.I. sickness benefits before any benefits under the SEIB plan are payable to the employee.***
 - ***Notwithstanding any provision of this Appendix or Agreement, any and all requirements of SUB plans set by Service Canada and applicable legislation govern the Employer's SEIB Plan. For example, employees may be required by Service Canada to exhaust their incidental sick days prior to accessing SEIB benefits.***
 - ***Employees can access a copy of the Employer's SEIB plan, which includes additional information on the plan and how to apply, from the employee portal.***
1. The objective of the plan is to supplement the Employment Insurance Benefits received by workers for unemployment caused by sick leave.
 2. The plan will apply to all full-time VLRC employees ***not on a temporary contract*** covered by the applicable Collective Agreement with UFCW Local 401 ***and who have completed their probationary period with the Employer.***
 3. The SEIB is administered by and in accordance with the rules of Service Canada's Supplemental Unemployment Benefit (SUB) Program for E.I. sickness benefits.
 4. In any week, benefits payable under the plan are an amount which, when combined with gross E.I. Benefits and other earnings, equal up to ninety-five (95%) percent of the employee's normal weekly earnings. The Employer's supplement shall not exceed one thousand ninety three dollars and twenty-two (\$1,093.22) cents gross on a weekly basis.

5. The duration of benefits of fifteen (15) weeks, plus **up to a two (2)** week E.I. waiting period. The Employer will cover **up to the two (2)** week E.I. waiting period at ninety-five (95%) percent of the employee's base salary.
6. Employees disentitled or disqualified from receiving E.I. Benefits are not eligible for the SEIB.
7. Employees do not have a right to SEIB payments except to supplement E.I. Benefits during the sick period as specified in the plan.
8. SEIB payments will be kept separate from payroll records.
9. The employee must provide the Employer with their E.I. Benefit stub as proof that **they are** getting E.I. Benefits in order to receive the Employer's supplement and the Employer paid waiting period **of up to two (2) weeks**.
10. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
11. Supplementary payments under the plan shall be financed entirely by the Employer.
12. Service Canada – SUB Program will be informed in writing of any change to the plan within thirty (30) days of the effective date of the change.

27.05 Group Insurance Benefits

- (a) All eligible full-time employees and their dependents who meet the eligibility requirements as determined by the

group insurance provider shall be entitled to group insurance benefits provided by the Employer. A summary of the group insurance benefits that are currently provided to said full-time employees and their eligible dependents is as follows:

- (i) Life Insurance Benefits;
- (ii) Long Term Disability Benefits;
- (iii) Hospital Benefits;
- (iv) Pay Direct Drug Benefits;
- (v) Survivor Extension Benefits;
- (vi) Pension Benefits;
- (vii) Dental Benefits.

(b) The Employer will provide part-time employees group insurance benefits to all **eligible** part-time employees **who meet the eligibility requirements as determined by the group insurance provider and who are** regularly working twenty-eight (28) hours **or more** per week. A summary of the group insurance benefits that are currently provided to said part-time employees and their eligible dependents is as follows:

- (i) Health and Dental Coverage;
- (ii) Basic and Optional Life Insurance; and
- (iii) Accidental Death and Dismemberment (AD&D) Insurance.

27.06 **Where provided, the Employer shall pay the full premium cost of the life insurance plan and long term disability benefits and dental benefits. The Employer will pay seventy (70%) percent of the premium costs for other benefits and the employee will pay thirty (30%) percent.**

27.07 Pension

Employees of the VLRC Defined Benefit (DB) pension plan on June 30th, 2010 who did not choose to participate in the Defined Contribution (DC) segment of the VLRC pension plan may participate in the DB section of the VLRC pension plan for service on or after July 1st, 2010. Employee pension contributions are calculated at three and a half (3.5%) percent of the employee's DB Earnings up to the Year's Maximum Pensionable Earnings (YMPE) plus five (5.0%) percent of the employee's DB Earnings in excess of the YMPE. The Employer shall pay contributions as outlined by the Pension Plan administrators.

All new full-time and eligible part-time employees hired after July 1st, 2009 are eligible to join the VLRC Defined Contribution (DC) Pension Plan on or after July 1st, 2010. Employees will make Required Contributions equal to two (2%) percent of their DC Earnings to their member account each pay and the employee will have the choice of making Optional Contributions up to an additional three (3%) percent of their DC Earnings. VLRC will make matching contributions equal to one hundred (100%) percent of the employee's Required Contributions and Optional Contributions.

27.08 *The Employer reserves the right to request a medical certificate signed by a duly qualified physician from any employee who has been absent from work due to an illness and/or injury for a period of time that exceeds two (2) consecutive working days, or for a shorter period where the Employer has reasonable grounds to believe that an attendance abuse may have occurred. The Employer shall pay the cost of all requested medical certificates, unless the certificate is requested as a result of having reasonable grounds that attendance abuse has occurred.*

Article 28 – Duration of Agreement

28.01 This Agreement shall be effective from June **5th, 2022** and shall remain in force until June 4th, **2025** and thereafter from year to year, but either party may, not less than sixty (60) days nor more than one hundred and twenty (120) days before the expiry date of this Agreement, give notice to the other party in writing, to negotiate a revision thereof.

Article 29 – General Issues

29.01 Employee Rights Article

The Employer recognizes the vital role that employees play in the success of the business. The Employer will make best efforts to only hire, maintain, and promote managerial officials who recognize the importance of dignity and respect in the workplace. Both the Union and the Employer agree that all employees, both Management and bargaining unit, should treat each other with fairness, dignity, and respect. Without restricting the generality of the foregoing, the Employer recognizes the following employee rights:

- (a) The right to a **safe** workplace;
- (b) The right to be free from discrimination, intimidation, retaliation, and harassment;
- (c) The right to be compensated for work performed;
- (d) The right to be informed of all workplace rights, obligations, policies, and rules;
- (e) The right to safe and necessary equipment;

- (f) The right to necessary training for work performed;
- (g) The right to participate in lawful Union activity;
- (h) The right to statutory benefits, rights, and other privileges.

29.02 Duty to Accommodate

Accommodation Commitment and Supports

The Employer recognizes mental and physical disabilities as conditions that **require** accommodation under **applicable** Human Rights legislation.

The Employer further acknowledges the Duty to Accommodate **under applicable Human Rights legislation** and the important role of the Union in the accommodation process.

With consideration for the foregoing, the Employer shall involve the Union in all discussions in which accommodations are being sought, considered, presented, and/or (re-)evaluated.

Employees shall have the right to the presence of a Union Representative and/or Shop Steward in meetings in which modified work and/or return to work programs are being discussed.

29.03 Employer Providing Information

The Employer agrees to cooperate with the Union when employment-related documents are requested **by the Union, including all policies and procedures relating to employees' employment**. The Employer recognizes the need to provide such documents to the Union in a timely manner so

that the Union may exercise its representational rights and obligations.

29.04 Legislated Changes (OT, Time Off, and LOA)

The Leaves of Absence in this **Agreement** will be in accordance with the *Employment Standards Code*.

At a minimum, employees shall have all the rights and entitlements provided under all legislation applicable to the workplace, including without limitation, the following:

- Alberta Employment Standards Code;
- Alberta Labour Relations Code;
- Alberta Human Rights Act;
- Occupational Health and Safety (OHS) Act; and
- Workers' Compensation Act.

The provisions of all applicable workplace legislation, including any legislated improvements for employees, shall be deemed incorporated into and shall be enforceable under this Collective Agreement.

29.05 Union Decal and Placement

The Employer agrees to display the official Union Decal of the Union in a location where it can be seen by the public, **provided it is a reasonable size**.

29.06 Bargaining Unit Work

The Employer shall not use individuals outside the bargaining unit to perform bargaining unit work if such performance causes a reduction of hours for a bargaining

unit employee, a deletion of a bargaining unit position or a reduction in the current bargaining unit staff compliment.

29.07 Holiday Season Closure

If the Employer has decided to close during the late-December holiday season, it will inform employees and the Union as soon as possible after the decision has been made.

If the ***Employer*** has decided to allow the time off with pay to non-union employees then the bargaining unit members are not required to work additional hours to offset the corresponding number of hours off that week.

If the ***Employer has decided to close during the holiday season***, bargaining unit members will have to use vacation, ***banked*** overtime or take time off without pay ***during the holiday*** closure.

29.08 Clothing Allowance

Orientation and Mobility Specialists will be entitled to a one hundred and fifty (\$150.00) dollar clothing allowance ***reimbursement each calendar year upon submitting proof of purchase. It shall be used to purchase appropriate outdoor clothing such as, but not limited to, parkas, skidoo suits, and insulated mitts to be used during the course of the employee's employment.***

Signed this _____ day of _____, **2024.**

For The Employer:

For The Union:

Employer Committee:

Union Committee:

Angelina Algranti
Michael Reid
Kimberley Sankey

Jennifer Belyea
Deb Bignell
Christy Horan
David Winchester
Aaron Goguen
Lee Clarke
Linda Mariani

This Agreement was ratified on ***April 22nd, 2024.***

Appendix “A” – Wages, Premiums, and Classifications

Classification **Group ‘A’** – Administrative Assistant

Years of Service	June 5 th , 2022 (2.5%)	June 5 th , 2023 (2.75%)	June 5 th , 2024 (3.0%)
Start Rate	\$20.67	\$21.24	\$21.88
Year 1	\$21.69	\$22.29	\$22.95
Year 2	\$22.70	\$23.33	\$24.03
Year 3	\$23.80	\$24.46	\$25.19
Year 4	\$24.67	\$25.35	\$26.11
Year 5	\$25.44	\$26.14	\$26.92
Year 6	\$26.19	\$26.91	\$27.72

Classification **Group ‘B’** – Specialists Early Intervention, Specialists **Client Care Navigator**, Vision Rehabilitation **Specialist** (non-certified), **Assistive Technology Specialist** (non-certified), **Low Vision Specialist (non-certified)**, and **Orientation and Mobility Specialist** (non-certified)

Years of Service	June 5 th , 2022 (2.5%)	June 5 th , 2023 (2.75%)	June 5 th , 2024 (3.0%)
Start Rate	\$24.46	\$25.13	\$25.88
Year 1	\$25.87	\$26.58	\$27.38
Year 2	\$27.29	\$28.04	\$28.88
Year 3	\$28.73	\$29.52	\$30.41
Year 4	\$30.15	\$30.97	\$31.90
Year 5	\$31.57	\$32.44	\$33.41
Year 6	\$32.99	\$33.90	\$34.92

Classification **Group 'C'** – Registrar

Years of Service	June 5 th , 2022 (2.5%)	June 5 th , 2023 (2.75%)	June 5 th , 2024 (3.0%)
Start Rate	\$21.74	\$22.34	\$23.01
Year 1	\$22.76	\$23.38	\$24.08
Year 2	\$23.77	\$24.42	\$25.16
Year 3	\$24.87	\$25.55	\$26.32
Year 4	\$25.75	\$26.46	\$27.25
Year 5	\$26.51	\$27.24	\$28.05
Year 6	\$27.25	\$28.00	\$28.84

Classification **Group 'D'** – Certified Low Vision **Specialist**, Certified Vision Rehabilitation **Specialist**, Certified Orientation and Mobility Specialist

Years of Service	June 5 th , 2022 (2.5%)	June 5 th , 2023 (2.75%)	June 5 th , 2024 (3.0%)
Start Rate	\$26.06	\$26.77	\$27.58
Year 1	\$27.47	\$28.23	\$29.07
Year 2	\$28.88	\$29.68	\$30.57
Year 3	\$30.33	\$31.16	\$32.10
Year 4	\$31.74	\$32.62	\$33.60
Year 5	\$33.17	\$34.08	\$35.10
Year 6	\$34.59	\$35.55	\$36.61

Overscale Employees

All current staff who are paid above the listed salary ranges will also receive a two (2%) percent annual increase per year.

Dual Role Certified

Employees on wage grid 'D' with certifications in at least two (2) of the three (3) below classifications shall receive a premium of two dollars and fifty (\$2.50) cents per hour for all hours actively worked in those classifications:

- **Certified Vision Rehabilitation Specialist**
- **Certified Low Vision Specialist**
- **Certified Orientation & Mobility Specialist**

For clarity, these certifications premiums are not paid on: (a) hours paid but not actively worked (e.g., vacation days, incidental sick days, medical/dental appointment leave, service recognition days, bereavement leave, etc.), and (b) hours actively worked outside those classifications (e.g., Joint Health and Safety Committee, Joint Labour/Management Meetings, Union/negotiation leave, education leave, etc.).

Retroactive Payment

All employees employed on date of ratification (April 22nd, 2024) shall receive retroactive pay to June 5th, 2022, for all hours worked and/or paid. Retroactive pay shall be paid to all employees within two (2) full pay periods following the date of the ratification (April 22nd, 2024) of this Agreement.

Blended Rates

Employees who work in multiple classifications will receive the higher pay for all hours worked when working **in the higher paying classification.**

Letters of Understanding

Letter of Understanding #1 – Classifications

Within thirty (30) days of ratification the Union’s bargaining committee, the full-time Union Representative and at least two (2) members of **Management** will meet to review and ensure that all employees are properly classified and/or assigned to their proper classifications.

Letter of Understanding #2 – Parking

For employees working at the Edmonton office, employees will be responsible for paying forty (\$40.00) dollars per month **for the cost of parking**. The Employer will cover the balance.

Letter of Understanding #3 – New Position – Vision Rehabilitation Assistant

The parties agree to create a new position of Vision Rehabilitation Assistant (VRA).

The new VRA wage scale shall be as follows:

C1) Vision Rehabilitation Assistant	June 5th, 2024 (3%)
Start	\$24.50
1 Year	\$25.66
2 Years	\$26.82
3 Years	\$28.03
4 Years	\$29.01
5 Years	\$29.88
6 Years	\$30.70

The VRA position shall form part of the Collective Agreement and shall be filled as per Article 25.02.

Signed this _____ day of _____, **2024.**

For The Employer:

For The Union:

Employer Committee:

Union Committee:

Angelina Algranti
Michael Reid
Kimberley Sankey

Jennifer Belyea
Deb Bignell
Christy Horan
David Winchester
Aaron Goguen
Lee Clarke
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This Agreement was ratified on ***April 22nd, 2024.***