

**VISION LOSS REHABILITATION
CANADA**

FROM: April 1, 2018
TO: March 31, 2022

President's Message



Dear Member,

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.

It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jeff Traeger,
President UFCW Local 832



VISION LOSS REHABILITATION CANADA

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EXPIRY DATE: MARCH 31, 2022

AGREEMENT BETWEEN:

VISION LOSS REHABILITATION CANADA, in the City of Winnipeg, in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

WHEREAS: THE EMPLOYER AND THE UNION DESIRE TO COOPERATE IN ESTABLISHING AND MAINTAINING CONDITIONS WHICH SHALL PROMOTE A HARMONIOUS RELATIONSHIP BETWEEN THE EMPLOYER AND THE EMPLOYEES COVERED BY THIS AGREEMENT, TO PROVIDE METHODS FOR A FAIR AND AMICABLE ADJUSTMENT OF DISPUTES WHICH MAY ARISE BETWEEN THEM AND TO PROMOTE AN EFFICIENT OPERATION AND TO PROMOTE THE QUALITY OF LIFE OF BLIND AND VISUALLY IMPAIRED PEOPLE,

NOW, THEREFORE, THE UNION AND THE EMPLOYER MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees of **Vision Loss Rehabilitation Canada**, Manitoba Division, employed as direct service staff in the Province of Manitoba, save and except those employed as supervisor, those above the rank of supervisor, fund development staff, communications and volunteer staff, information systems staff, administration/support staff, driver/guide and those excluded by the act.

1.02 The Employer shall provide the Union in January and July of each year with a list, **in Excel format**, containing the current names, **date of birth, gender**, Social Insurance Numbers, addresses, telephone numbers, classifications and rates of pay of all bargaining unit employees.

ARTICLE 2 DEFINITIONS

2.01 Full-time 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.

2.02 Part-time Employee

A part-time employee shall be a person who may be scheduled to work and be paid for less than thirty-five (35) hours per calendar week.

2.03 Masculine or Feminine Gender

Unless otherwise specifically stated, any provision to this Agreement which is expressed in terms of the masculine shall, in its application to a female employee, be read with the necessary changes to express the feminine, and vice versa.

ARTICLE 3 NO CONTRACTING OUT

3.01 The Employer shall not contract out any work that can be performed by members of the bargaining unit. This does not preclude the right of the Employer to use additional non-Union staff to perform bargaining unit work on a short term temporary basis never to exceed two (2) months or two hundred and eighty (280) hours whichever comes first, with the exception of summer students **and interns (CNIB clients)**, unless mutually agreed to between the Employer and the Union. After a period of two (2) months or two hundred and eighty (280) hours an employee working as a temporary employee and/or a temporary contract position, will be covered in every respect by the Collective Agreement. Under such circumstances the Union must first confirm its agreement to allow the temporary use of such non-Union staff in writing. The Union shall not unreasonably deny any request from the Employer to use such staff on a short term temporary basis. Summer students may be scheduled to perform bargaining unit work for a maximum of **four (4) months or five hundred and sixty (560) hours** whichever comes first. **Interns (CNIB clients) may be scheduled to perform bargaining unit work for a maximum of six (6) months or eight hundred and forty (840) hours** whichever comes first. **The parties agree that summer students or interns shall not be utilized in any such way to cause any reduction of hours of any bargaining unit position, deletion of any bargaining unit positions or a reduction in the current bargaining unit staff compliment.**

3.02 The parties agree that the volunteers have a role within **VLRC** to perform functions which enhance and compliment efforts of staff towards client services. The parties agree that volunteers 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. If and when new programs and/or services are established at **VLRC**, volunteers will not be utilized to perform any duties or functions which are inconsistent with the definition noted above. If any disputes arise regarding the appropriateness of volunteer functions the issue will be raised with management and the parties agree to act fairly and reasonably in resolving any such concerns. If the employee that is assigned to work in the Shop **VLRC** is absent due to illness, vacation/leave and no other bargaining unit member is available to cover their shift, client volunteers and/or other volunteers may be engaged to cover their shift.

3.03 The parties agree that the out of scope Program Lead classification can perform up to eight (8) hours of bargaining unit work per week in order to efficiently interact with the Employment Specialists and to further develop the internship program. The parties further agree that the bargaining unit work performed by the program lead shall not cause any reduction of hours of any bargaining unit position, deletion of any bargaining unit positions or a reduction in the current bargaining unit staff compliment.

ARTICLE 4 UNION SHOP

4.01 The Employer shall retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official membership application form within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff.

4.02 The Employer shall provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to the employee his or her responsibility in regard to the payment of Union dues and initiation fees.

4.03 The Employer shall forward a copy of Exhibit One, as attached to this Agreement, duly completed, to the Union within ten (10) working days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the letter.

4.04 The Employer **shall** provide the Union each month with a list, **in Excel format**, containing the names **and Social Insurance Numbers** of all employees in the bargaining unit who have terminated their employment, **retired, are on sick leave or a leave of absence** during the previous month. This list shall be sent to the Union accompanying the Union dues check-off.

4.05 **The Employer shall provide to the Union, upon written request, current job descriptions or any amendments to the current job descriptions immediately upon implementation.**

ARTICLE 5 DEDUCTION OF UNION DUES

5.01 The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly written statement of the names and social insurance numbers of the employees for whom deductions were made and the amount of each deduction.

5.02 The Union shall indemnify and save the Employer harmless from any and all claims for amounts of monies deducted from the employee's pay and remitted to the Union under the terms of this article.

5.03 Each year the Employer shall calculate the amount of Union dues deducted from each employee's pay and shall indicate same on the T-4 slip of that employee by no later than February 28th.

ARTICLE 6 PROBATIONARY PERIOD

6.01 A new employee shall be considered as on probation for his or her first ninety (90) calendar days of employment. The purpose of the probationary period is to provide the Employer with an opportunity to assess the qualifications of employees and to review performance and suitability of employees for continued employment. At any time during the probationary period, the employee may be terminated by the Employer without being subject to review through the grievance and arbitration articles of this Agreement, and without a "just cause" standard being applied.

ARTICLE 7 HOURS OF WORK

7.01 No Guaranteed Hours

Unless otherwise specifically stated, nothing in this Agreement shall be construed as a guarantee of hours of work.

7.02 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 Employer or the employee can make a request for flex time. Upon mutual agreement between the employee and the Employer, this time can be flexed to accommodate an alternate seven-hour work day, or an alternate five (5) day work week. A shop steward will be notified of any agreed upon flex time arrangements.

7.03 Work Week/Part-time Employees

The work week for part-time employees shall be worked from Monday to Saturday inclusive, as the Employer schedules from time to time.

7.04 Consecutive Hours of Work

With the exception of the meal period, an employee's shift for the day shall be comprised of consecutive hours of work unless otherwise mutually agreed to between the employee concerned and the Employer.

7.05 Work Week/One General Holiday

In a week in which one (1) general 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.

7.06 Work Week/Two General Holidays

In a week in which two (2) general 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.

7.07 Time Sheets

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 (paper or electronic format) as soon as reasonably possible after requesting to view such documents but in no event more than

two (2) business days from the request, for the purpose of ensuring that the terms and conditions contained in the Collective Agreement are being followed.

7.08 **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.

7.09 **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.

ARTICLE 8 MEAL AND REST PERIODS

8.01 **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.

8.02 **Rest Periods**

Each employee's daily shift shall include two (2) uninterrupted fifteen (15) minute rest periods with pay. 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.

8.03 Employees who are required to work overtime on the completion of their seven (7) hour shift shall receive an uninterrupted fifteen (15) minute rest period with pay at the conclusion of two (2) hours of overtime worked.

ARTICLE 9 OVERTIME

9.01 All pre-authorized time worked in excess of seven (7) hours in any one (1) day or in excess of thirty-five (35) hours in any calendar week shall be paid for at the rate of one and one-half (1½) times the employee's regular hourly rate of pay. In unpredictable circumstances overtime can be reported to the supervisor the next business day. Examples: inclement weather or extended client appointment.

9.02 All employees working on general holidays as designated in Article 10 of this Agreement shall be paid for the holiday as indicated in Article 10 if they qualify, plus an additional one and one-half (1½) times said hourly rate of pay for all such time worked.

9.03 Overtime shall be by mutual consent (subject to this clause) and shall be offered first to the most senior employee 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 available qualified employees, in increasing order of seniority, who have the ability and qualifications to perform the work, shall then be required to do the work.

9.04 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 one and one-half (1½) hours of paid time off for each hour of overtime worked. Such compensating time off shall be taken at a time mutually agreed upon between the Employer and the employee. 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 **GENERAL HOLIDAYS**

10.01 The following days shall be recognized and considered as paid general holidays:

New Year's Day	Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day or portion of a day designated as a paid holiday by the Municipal, Provincial or Federal Government.

10.02 In order for an employee to qualify for general holiday with pay the employee must not have absented himself or herself from work without the Employer's consent either on the regular working day immediately prior to or following such holiday. A legitimate illness or injury will not disqualify an employee from receiving general holiday pay.

10.03 If a general holiday occurs during an employee's vacation, the employee shall receive an additional day's vacation with pay.

10.04 When a general holiday falls on a day when the Employer's operation is normally closed, the next working day shall be declared as the general holiday for which employees shall then receive time off with pay as referred to in this general holiday pay article.

10.05 All eligible employees shall each receive a normal day's pay at their regular hourly rate of pay for each general holiday.

ARTICLE 11 **MINIMUM SHIFT**

11.01 No employee shall be called in to work for less than three (3) hours in any one shift, unless otherwise mutually agreed between the employee and the Employer. If the employee has not consented to leave work before the three (3) hours has elapsed, the employee will receive a minimum of the employee's regular pay for three (3) hours.

ARTICLE 12 RELIEVING RATES OF PAY/TEMPORARY ASSIGNMENTS

12.01 Any employee who is assigned for more than **one (1)** day to work in a higher paying classification shall receive the higher rate of pay for **the period of time employed in that higher classification.**

12.02 Any employee who is temporarily assigned to work in a lower paying classification within the bargaining unit shall nevertheless continue to receive his or her higher rate of pay for all time so employed.

ARTICLE 13 PREMIUM PAYS

13.01 Evening Shift Premium

Any employee who is required and 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 his or her 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.

13.02 Saturday/Sunday Premium

Any employee who is required and authorized to work at any time on a Saturday and/or Sunday shall be paid a Saturday/Sunday premium in addition to his or her regular hourly rate of pay in the amount **one dollar and twenty-five cents (\$1.25)** per hour for each such hour and majority of an hour worked. Saturday/Sunday premium pay shall not be added to an employee's hourly rate of pay for the purpose of computing overtime.

13.03 Travel Premium

All time required to travel out of town for business purposes on an employees' normal day off shall be considered as time worked, and paid at the appropriate wage rates or an employee may choose to take compensating time off in lieu of pay at the appropriate accumulation. Such compensating time off shall be taken and paid out in accordance with article 9.04.

ARTICLE 14 VACATIONS

14.01 Each year's vacation requirements for any full-time employee to qualify for the respective periods of vacation with pay as set forth below, are that they have worked for the Employer not less than ninety-five (95%) percent of the regular full-time hours during a continuous twelve (12) month period, but time for absence from work not to include:

- (1) the period of vacation;
- (2) the aggregate of periods not exceeding thirty (30) working days in all, comprising:
 - (i) time during which the employee has been authorized by the Employer to be absent from work;
 - (ii) time in respect of which the employee files with the Employer a certificate, signed by a duly qualified medical practitioner, that the employee was unfit to work during that time, by reason of the employee's illness or injury.

Where a full-time employee does not qualify for vacation with pay as outlined above, the employee shall receive vacation pay calculated at two (2%) percent of the employee's total regular wages earned for each week of vacation entitlement for which no vacation allowance has been paid.

14.02 Employees who on January 1 of any year have less than one (1) year of continuous service with the Employer since their most recent date of hire shall receive vacation equal to the proportion of fifteen (15) days that represents the proportion of the year worked. Such vacation shall be taken at a time between January 1 of that year and December 31 of that year, at a time mutually agreed between the Employer and the employee.

14.03 Employees who on January 1 of each year have one (1) year of continuous service but less than five (5) years of continuous service with the Employer since their most recent date of hire shall receive three (3) weeks' vacation with pay.

14.04 Employees who on January 1 of each year have five (5) years of continuous service but less than ten (10) years of continuous service with the Employer since their most recent date of hire shall receive four (4) weeks' vacation with pay.

14.05 Employees who on January 1 of each year have ten (10) years of continuous service but less than twenty (20) years of continuous service with the Employer since their most recent date of hire shall receive five (5) weeks' vacation with pay.

14.06 Employees who on January 1 of each year have twenty (20) years or more of continuous service with the Employer since their most recent date of hire shall receive six (6) weeks' vacation with pay.

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

14.08 During the employee's service with the Employer, up to a maximum of ten (10) days can be carried over to the following cycle with approval from the employee's manager.

14.09 **VLRC** agrees to follow the practice of pro-rating vacation based on milestone anniversary dates.

14.10 Employees entitled to three (3), four (4), five (5), or six (6) weeks' vacation and who leave their employment, or whose employment is terminated, shall receive a vacation allowance in an amount equal to six (6%) percent, eight (8%) percent, ten (10%) percent, or twelve (12%) percent, as the case may be, of their total regular wages earned during the period of employment for which no vacation allowance has been paid.

14.11 Seniority shall be the governing factor in the choice of vacation subject to operational requirements.

14.12 Where practicable, employees shall be entitled to take their vacations consecutively unless they wish to have their vacation entitlements broken up.

14.13 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 March 1st shall be entitled to do so and in such event must notify the Employer in advance of all such time off as requested.

14.14 Vacation pay shall be paid to all employees when their wages are regularly paid to them unless the employee requests to be paid their vacation pay on the day immediately preceding the beginning of the employee's vacation.

14.15 The amount of vacation pay shall be two (2%) percent of total earnings during the vacation year, January 1st to December 31st inclusive, for each week of vacation entitlement. When an employee is on leave of absence, the vacation calculation is made based on the number of weeks worked. For example, if an employee is on Workers Compensation for twelve (12) weeks during their vacation year, the vacation calculation will be as follows:

$$\begin{aligned} & \text{Total Earnings -} \\ & \text{January 1 - December 31} \times 2\% \times \frac{52}{40} \end{aligned}$$

14.16 A part-time employee proceeding to full-time employment shall be credited with the length of continuous service with the Employer as a part-time

employee for the purpose of establishing full-time vacation credits. This is conditional on the employee's service being continuous from part-time to full-time.

14.17 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.

ARTICLE 15 MANAGEMENT RIGHTS

15.01 The Union recognizes and acknowledges that the management of the operations, and direction of the working 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, suspend, dismiss, or discipline any employee for just cause;
- (c) to make, enforce and alter, from time to time, reasonable rules and regulations and reasonable policies and practices, to be observed by the employees;
- (d) 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 16 NOTICE OF LAYOFF/CLOSURE

16.01 Notice of Layoff/Closure

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. A shop steward shall be present when an employee is to be informed of a lay off. For employees with over five (5) years of service, the notice period shall be forty-two (42) calendar days. For employees with over ten (10) years of service the notice period shall be fifty-six (56) calendar days. If proper notice is not provided, the Employer will pay wages in lieu of notice.

16.02 Severance pay is applicable to laid off employees (terminated for any reason other than cause) who elect to abandon recall rights and receive a financial package:

- (a) Full time Employees who elect to receive a lump sum for the severance and notice periods will receive benefits for the notice period in accordance with the Manitoba Employment Standards Code (ESC). Employees with up to five (5) years of service shall receive severance in the amount of one (1) week for each completed year of service or the minimum amounts as outlined in 16.01 – whichever is greater. Employees with five years of service or greater will receive severance in the amount of two (2) weeks for each completed year of service to a maximum severance of 52 weeks salary. Severance amounts are inclusive of the ESC notice period.
- (b) Full Time Employees who elect salary continuance will receive full group benefits for the full salary continuance period; however STD, LTD and out-of-country coverage will be covered in accordance with the ESC. Employees with up to five (5) years of service will receive severance in the amount of one (1) week for each completed year of service or the minimum amounts as outlined in 16.01 – whichever is greater. Employees with five (5) years of service or greater will receive severance in the amount of two (2) weeks for each completed year of service to a maximum severance of 52 weeks salary. Severance amounts are inclusive of the ESC notice period.
- (c) Part Time Employees who elect to receive severance in a lump sum or salary continuance will be paid in accordance with the full time formula on a pro rata basis.

ARTICLE 17 PAYMENT FOR MEETING ATTENDANCE

17.01 When the Employer requires an employee to be present at a meeting called by the Employer during the employee's scheduled working hours, time spent at such meeting shall be considered as time worked.

17.02 When the Employer requires an employee to attend a meeting that begins and ends outside of his or her assigned working hours, time spent in the meeting, and the travel time to and from the location of the meeting and the Employer's premises, or the employee's home, (whichever is closer) shall be considered as time worked. In the case of out-of-town meetings where air travel is required, the Employer will compensate the employee for time spent at the meeting.

ARTICLE 18 STRIKES AND LOCKOUTS

18.01 During the term of this Agreement, the Union and the employees agree not to commence strike action as defined in The Labour Relations Act and the Employer agrees not to lock out its employees as defined in The Labour Relations Act.

ARTICLE 19 UNION REPRESENTATIVE'S VISITS

19.01 A duly authorized full-time representative of the Union shall be entitled to visit all areas of the Employer's premises to which the bargaining unit employees normally work, for the purpose of communicating with the employees on duty, and for the purpose of observing working conditions, and to ensure that the terms of the Collective Agreement are being implemented. The full-time Union Representative shall notify the manager on duty upon attending to the employer's premises. The full-time Union Representative shall not access any confidential information when visiting the Employer's premises.

19.02 Where necessary, and with the prior approval of the Executive Director or his or her designated representative, 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 his or her normal working hours shall be considered as time worked. All such time spent outside normal working hours shall not be considered as time worked. The Employer shall not unreasonably deny any such request.

19.03 The interview of an employee by a Union Representative shall be permitted, after notifying the employee's supervisor or his or her designated representative, and shall be:

- (a) carried on in private in a place within the Employer's premises designated by management;
- (b) held whenever possible during the lunch period or rest periods. However, when this not practical;
- (c) held during the employee's working hours. Time taken for such interview shall be limited to five (5) minutes, and with the approval of management such interview may be longer than five (5) minutes;

and

- (d) held at such times as shall minimize interference with the Employer's operation.

ARTICLE 20 SHOP STEWARDS

20.01 The Employer shall recognize all Union Shop Stewards appointed and/or elected by the Union to represent employees in the bargaining unit. The Employer further recognizes the right of the Shop Stewards to oversee the terms of the Collective Agreement being implemented and to present complaints and/or grievances to management. Time spent dealing with grievances by the Shop Steward and time spent overseeing the terms and conditions of the Collective Bargaining Agreement will be considered working time.

20.02 The Employer agrees to allow Shop Stewards to wear the Shop Steward badge while on duty, providing the size of the badge is acceptable to the Employer.

ARTICLE 21 LEAVES OF ABSENCE

21.01 Individual Leave

Unpaid leave of absences shall be at the discretion of the Employer. Employees seeking such leaves must make advance written request to their supervisor. A request for any such leave shall not be unreasonably denied.

21.02 Union Leave

A leave of absence without pay to attend to Union business may be granted to an employee. Two (2) weeks' advance written notice shall be given to the Employer indicating that such leave is required and unless otherwise agreed to by the Employer, no more than one (1) bargaining unit employee shall be entitled to such leave at any one (1) time. This type of leave shall not exceed one (1) calendar year unless otherwise mutually agreed to between the Employer and the Union. A request for any such leave shall not be unreasonably denied.

21.03 Union Convention/Conference/Education Leave

A leave of absence without pay for the purpose of attending Union conventions/conferences and/or education seminars may be granted to bargaining unit employees by the Employer upon receiving a written request from the Union. Time off shall not be granted to more than two (2) employees at any one (1) time unless otherwise mutually agreed to between the Employer and the Union, and the duration of

any such leave shall not exceed ten (10) calendar days per occasion. The Union shall give the Employer written notice not less than fourteen (14) calendar days before the requested leave is to commence. A request for an extension of any such leave of absence must be made prior to the expiration of the leave already granted. A request for any such leave shall not be unreasonably denied.

21.04 **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 may 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. A request for any such leave shall not be unreasonably denied.

21.05 **Negotiation Leave**

The Employer shall allow two (2) employees time off without pay for the purpose of attending negotiations for the renewal of the Collective Agreement.

21.06 **Personal Leave Days**

Time off with pay will be granted for up to a maximum of three (3) days [twenty-one (21) hours] per calendar year for personal leave. Personal leave must be requested in minimum increments of one (1) hour. A request for personal leave will be submitted at least twenty-four (24) hours in advance when possible.

21.07 **Jury Duty/Selection/Witness Leave**

All employees required to appear in court as witnesses on behalf of the Crown or Employer or summoned to jury duty, **inclusive of the jury selection process**, shall be paid wages amounting to the difference between the amount paid to them for jury/witness services and the amount they would have earned had they worked such regularly scheduled working day, and provided that the employee released prior to the end of the day, reports to work as soon as reasonably practical.

21.08 **Bereavement Leave**

All employees shall be entitled to bereavement leave of five (5) working days with pay when the employee is to be absent from work due to a death in his or her immediate family. Employees shall not be required to attend the funeral in order to be eligible to receive bereavement leave time off with pay. The term "immediate family" shall mean: father, father-in-law, mother, mother-in-law, brother,

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

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.

The Employer shall grant one (1) day off with pay to any employee who acts as a pallbearer at a funeral.

21.09 **Maternity Leave**

A female employee shall be granted a maternity leave of absence without pay, by the Employer. Said employee shall be re-employed by the Employer after the birth and must return to work within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

Where an employee intends to return to work immediately following her maternity leave she must give the Employer a minimum of two (2) weeks' notice in advance of the day she intends to return to work.

In cases of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a doctor's certificate setting out the nature of the complications.

Accumulated paid sick leave and/or weekly indemnity benefits (or similar benefits) required because of a medical condition directly attributable to pregnancy, shall be granted to employees under the same conditions as these benefits are granted to other employees.

21.10 **Parental Leave**

(A) **Entitlements**

Every employee

(a) who,

(i) in the case of a female employee, becomes the natural mother of a child,

- (ii) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or
- (iii) adopts a child under the law of a province; and
- (b) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave, consisting of a continuous period of up to **sixty-one (61) weeks**.

(B) **Commencement of Leave**

Subject to the following paragraph, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee shall decide when his or her parental leave is to commence and, where possible, shall take said leave at a time that is mutually agreeable to the Employer and the employee.

Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before the commencement of the parental leave, unless the employee and the Employer otherwise agree.

(C) **Late Application for Parental Leave**

When an application for parental leave under subarticle (A) above is not made in accordance with subarticle (b), the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this article for the portion of the leave period that remains at the time the application is made.

(D) **Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of leave granted in accordance with this article shall be reinstated in the position occupied at the time such leave commenced, or in a comparable position with not less than the same wages and benefits.

21.11 **Compassionate Care Leave**

Employees may request time off for Compassionate care purposes and if so, may be granted a leave of absence or absences which shall not exceed **twenty-six (26)** weeks in total. Said compassionate care leave shall be consistent with Employment Insurance regulations as well as any future changes to the legislation.

It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement leave as per article 21.08 of the Collective Agreement.

21.12 In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves provided in *The Employment Standards Code*. These include but are not limited to Domestic Violence Leave, Critical Illness of a Child Leave, Disappearance or Death of a Child Leave and Organ Donation Leave. Eligibility for such leave will be determined in accordance with *The Employment Standards Code* and regulations thereunder.

Information regarding these leaves can be found at the Employment Standards website at www.qov.mb.ca/labour/standards

ARTICLE 22 SENIORITY

22.01 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.

22.02 Previous experience with C.N.I.B. will be considered by the Employer for the purposes of establishing wage rates and vacation entitlements.

22.03 Seniority shall continue to accumulate during all paid and unpaid authorized leaves of absence, during all layoffs, and during all periods of sickness and/or injury.

22.04 An employee shall cease to have seniority rights and his or her employment status with the Employer shall be terminated for all purposes if the employee:

- (a) is duly discharged by the Employer and is not reinstated through the grievance and arbitration procedure contained in the Agreement;
- (b) voluntarily quits or resigns;
- (c) has been laid off continuously for the lesser of fifty-two (52) weeks or a period of time equal to the employee's length of continuous

service with the Employer since his or her most recent date of hire, or is called back to work after a layoff and does not return to work within fourteen (14) calendar days of receiving a registered letter sent to his or her last known address;

- (d) is absent from work without an approved leave of absence for more than two (2) consecutive working days unless a satisfactory reason is given by the employee. Bona fide illness, injury, and/or inability to communicate with the Employer shall be considered a satisfactory reason;
- (e) fails to return to work on the completion of an authorized leave of absence unless a satisfactory reason is given by the employee. Bona fide illness, injury, and/or inability to communicate with the Employer shall be considered a satisfactory reason.

22.05 Where ability, skill and qualifications of employees are relatively equal, seniority shall be the governing factor in matters of promotion, demotion, awarding of a new full-time position or vacancy, layoff, recall from layoff, and reduction to part-time.

22.06 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 four (4) calendar months. These employees shall be entitled to return to the bargaining unit and their former job at any time during the four (4) month period, at the option of the employee or the Employer.

22.07 The Employer shall give two (2) weeks' notice in writing or two (2) weeks' pay in lieu thereof, to any person whose status is to be changed by the Employer from full-time to part-time.

22.08 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.

22.09 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.

22.10 The Employer shall provide the Union in January and July of each calendar year with an up-to-date seniority list, **in Excel format**, of all full-time and all part-time employees covered under the terms of the Collective Agreement. **This seniority list shall include start date, seniority date, classification, rate of pay, FT/PT status, employee number and social insurance number of all bargaining unit employees including those on leave.**

22.11 A separate seniority list shall be given to the shop stewards and posted on the bulletin board located on the Employer's premises. This seniority list shall include seniority date and classification of all bargaining unit employees including those on leave.

ARTICLE 23 WAGE REFERRAL/NEW CLASSIFICATIONS/ PAY DAYS

23.01 The minimum hourly rates of pay for all employees covered by this Agreement shall be as contained in Appendix "B" of this Agreement and shall form part of this Agreement. Where an individual employee's hourly rate of pay is higher, such hourly rate of pay shall not be reduced by reason of this Agreement. The hourly rates of pay provided for in Appendix "B" apply to job classifications and not to individuals.

23.02 Rates of pay for any new classification that may be established by the Employer and which come within the scope of this Agreement shall be the subject of negotiations, and the Employer shall have the right to temporarily establish an hourly rate to be paid until the regular hourly rate of pay for this new classification has been agreed upon. If the Employer and the Union cannot reach an Agreement, then at the request of either party, the matter shall be submitted to the arbitration procedure contained in this Agreement. The Employer and the Union mutually agree that an Arbitrator appointed in accordance with the terms of this Agreement shall have the right to determine the hourly rate of pay to be paid for this new classification and the Employer and the Union further agree that the Arbitrator's decision shall be final and binding upon all parties concerned.

23.03 Employees shall be paid by direct deposit no later than every second Friday, and shall receive an itemized statement of wages and deductions covering the two (2) week period ending one (1) week prior to the pay day.

ARTICLE 24 COURT'S DECISION

24.01 In the event that any articles or portions of this Agreement are determined to be invalid or unenforceable by a Court of Law or Labour Board, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid or unenforceable.

ARTICLE 25 DISCIPLINE/DISCHARGE

25.01 A Shop Steward, or in the absence of a Shop Steward, another employee from the bargaining unit chosen by the employee being disciplined, shall be present when the employer intends to discipline an employee, by issuing a verbal or written reprimand, suspension or discharge. This shall include any minimum

documentation to the employee's personnel file. A full-time Union Representative shall be entitled to attend any such meeting providing he or she is readily available to do so.

25.02 All disciplinary meetings shall be held in private and shall take place on the Employer's premises.

25.03 The affected employee, the Shop Steward or other bargaining unit employee (from Article 25.01) who is involved, 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 or other bargaining unit employee who is involved, 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 or other bargaining unit employee who is involved no later than two (2) working days after the disciplinary action has occurred, and a copy of said discipline and/or discharge notice shall be faxed to the Union office within a further twenty-four hours.

25.04 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 his or her 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.

25.05 The Employer shall remove all written disciplinary notices from the employee's personnel file after twelve (12) calendar months, unless there is a repeat of the offense that gave rise to the original disciplinary notice within this period. The Employer shall not be able to use any such disciplinary notice against the employee at a later date. This time frame of twelve (12) calendar months shall not include periods of layoff.

ARTICLE 26 ADJUSTMENT OF GRIEVANCES

26.01 Any complaint, disagreement or difference of opinion between the Employer and the Union, or the employees covered by this Agreement, which concerns the interpretation, application or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

26.02 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within twenty-one (21) calendar days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

26.03 All grievances must be submitting in writing.

26.04 The procedure for adjustment of grievances shall be as follows:

STEP 1 By a discussion between the employee, with the Shop Steward and/or Union Representative, and the employee's immediate supervisor or his or her designated appointee, who shall reply to the grievance in writing, to the Union, within seven (7) calendar days. If a satisfactory settlement has not been reached, the Union Representative and/or employee may proceed to Step 2.

STEP 2 The Union Representative or Representatives may take the matter up with the Employer official designated by the Employer to handle Labour Relations matters. If the matter is not taken up within ten (10) calendar days of the date the Union received the written reply to the grievance in Step 1, it shall be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

26.05 If a satisfactory settlement cannot be reached, then upon request of either party within fourteen (14) calendar days of receiving the final written decision from either party but not thereafter, the matter may then be referred to an Arbitrator selected in accordance with Article 27.

26.06 It is understood and agreed by the Union and the Employer that the time limits specified in the various steps of the above grievance procedure are intended to be mandatory and may only be extended by mutual agreement in writing between the Union and the Employer.

ARTICLE 27 ARBITRATION

27.01 If the Union and the Employer cannot reach a settlement, then at the request of either party, the grievance shall be submitted to a single arbitrator. If agreement cannot be reached within seven (7) calendar days in respect to the selection of an arbitrator by the parties involved, the matter shall be referred to the Manitoba Labour Board who shall appoint an arbitrator.

27.02 Unless otherwise mutually agreed to between the Union and the Employer, an arbitrator must hear and determine all matters in dispute within sixty (60) calendar days of their appointment.

27.03 The person selected as arbitrator shall in no way be involved directly in the controversy under consideration or be a person who has a personal or financial interest in either party to the dispute.

27.04 The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as deemed essential to a full understanding and determination of the issues involved. In reaching a decision, the arbitrator shall be governed by the provisions of this Agreement and shall render a decision as soon as reasonably possible.

27.05 The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this Agreement, or which involves the determining of a subject matter not covered by or arising during the term of this Agreement.

27.06 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 he or she deems equitable.

27.07 The findings and decisions of the arbitrator on all arbitrable questions shall be binding and enforceable on all parties involved.

27.08 It is the intention of the parties that this article shall provide a peaceful method of adjusting all grievances so that there shall be no suspension or interruption of normal operations as a result of any grievances. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this article.

27.09 The expenses and fees of the arbitrator shall be borne equally by the parties to the arbitration proceedings.

27.10 In the interest of settling a grievance prior to an arbitration hearing either party may request the assistance of a grievance mediator from the Province of Manitoba Conciliation Services. In the event the costs of the mediator are not borne by the Province of Manitoba, the expenses and fees of the mediator shall be borne equally by the parties to the arbitration proceedings.

ARTICLE 28 BULLETIN BOARDS

28.01 The Employer shall allow the Union to install its own bulletin board on the Employer's premises and shall further allow the Union to post notices concerning matters that are of a direct interest to the Union and the employees covered by this Collective Agreement. The location of the bulletin board shall be mutually agreed to between the Employer and the Union and shall be situated in a prominent place. The Employer shall be provided with a key to the bulletin board, and may remove inappropriate items from display until the issue is resolved with the Union.

ARTICLE 29 HEALTH AND WELFARE BENEFITS REFERRAL

29.01 Health and Welfare benefits shall be as contained in Appendix "A" of this Agreement and shall form part of this Agreement.

ARTICLE 30 WORKERS COMPENSATION BENEFITS

30.01 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.

30.02 If an employee is required to take time off work to receive follow up treatment for a compensable condition, the time off work required to receive such treatment shall be granted to the employee and any resulting lost wages that may occur shall be paid in total by the Employer. The employee shall comply with all regulations so that the Employer can make a claim (if applicable) to retain the amount the Workers Compensation Board would normally pay for such lost time. Where possible, the employee shall schedule such time outside of working hours.

30.03 Any employee who suffers an injury and/or illness which qualifies for Workers Compensation benefits shall be paid by the Employer for the hours he or she 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 31 UNION AGREEMENT FOR REGISTERED BLIND

31.01 The Employer shall provide, without cost, one (1) braille copy of the Collective Agreement to any employee with vision loss, upon receiving a written request for same. The Union will provide the Employer with one (1) electronic copy of the Collective Agreement.

ARTICLE 32 TRANSPORTATION COSTS/ ENTITLEMENTS

32.01 Employees may be required as a condition of employment to provide and use a properly functioning vehicle to perform their duties for the Employer. Employees who make authorized use of their own vehicles in the course of their employment shall be reimbursed at the rate of fifty-two (52¢) cents per kilometre. This rate shall increase or decrease at the same time and by the same amount as any change that is provided to any non-bargaining unit staff. For trips in excess of two hundred (200) kilometres, the Employer may require the employee to utilize a vehicle supplied by the Employer or an appropriate rental vehicle, rather than their own vehicle.

Costs such as traffic and parking tickets and costs such as vehicle insurance, repairs, towing expenses, and insurance deductible to the employee's vehicle shall be the responsible of the employee. Costs such as vehicle insurance, repair, towing expenses and insurance deductible for an agency vehicle shall be the responsibility of the Employer.

32.02 Each Employer vehicle shall be supplied with a winter survival kit (in season) for employees to use while performing work for the Employer.

32.03 The Employer will make cellular phones available for employees travelling out of town on **VLRC** business. Any employee using their own phone on **VLRC** business will be reimbursed by the Employer for any **VLRC** business related calls at a rate not to exceed thirty-five (35¢) cents per minute.

32.04 All airline travel points that are accumulated from time to time by employees shall become and remain the sole and exclusive property of the employee who received them.

ARTICLE 33 TRAVEL EXPENSES

33.01 Meal Allowances

An employee's reasonable out-of-pocket costs for food and non-alcoholic beverages shall be reimbursed to the employee when he or she is working away from the Employer's premises on approved Employer business, subject to the following:

breakfast -	10.00
lunch -	15.00
supper -	25.00

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 \$10.00, lunch \$15.00- Total \$25.00).

Breakfast and supper allowances on day trips require prior approval by the supervisor.

These costs shall be **exclusive** of taxes and gratuities.

33.02 Lodging Allowances

The Employer shall reimburse the employee for single room hotel/motel accommodation, of reasonable quality, when the Employer requires the employee to work and/or remain away from home overnight.

33.03 **Long Distance Telephone Calls**

Each employee shall be entitled to charge one (1) ten (10) minute personal telephone call to the Employer for each day the employee is required to work and/or remain away from home overnight on Employer business.

33.04 **Reimbursement to Employees**

The Employer shall, where practicable, reimburse each employee who incurs a personal business expense while performing work for the Employer within two (2) weeks from the date that proof of the expense has been submitted to the Employer. All such monies owing shall be paid by cheque or by direct deposit, and an itemized accounting of payments will be provided to the employee.

ARTICLE 34 FUND RAISING

34.01 Employees may be involved in fund raising, provided that it does not involve a conflict of interest and does not interfere with the performance of their duties for the Employer.

ARTICLE 35 LICENSES/MEMBERSHIPS

35.01 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) Occupational Therapy
- (b) Manitoba College of Social Workers
- (c) College of Licensed Practical Nurses of Manitoba
- (d) **Academy for Certified Education & Vision Rehabilitation (ACVREP)**
- (e) any other license or membership required by C.N.I.B.

Plus will pay 100% of the cost incurred for membership in the Association of Educators and Rehabilitators of the Blind and Visually Impaired (AER).

ARTICLE 36 JOINT LABOUR MANAGEMENT COMMITTEE

36.01 A Labour/Management Relations Committee shall be appointed, consisting of two (2) Shop Stewards 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 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.

36.02 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.

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

ARTICLE 37 LETTERS OF UNDERSTANDING

37.01 Unless otherwise specified, the parties agree that all Letter of Understanding shall form an integral part of the Agreement.

ARTICLE 38 HARASSMENT

38.01 The Employer and the Union agree that no form of sexual and/or general harassment shall be condoned in the workplace. Both parties agree to use as a resource, and follow the procedures set out in the Canadian National Institute for the Blind Workplace and Sexual Harassment Policy and Procedures manual (revised edition August 1996).

ARTICLE 39 SERVICE RECOGNITION DAY

39.01 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 40 EXPIRATION AND RENEWAL

40.01 This Agreement shall be in effect from April 1, **2018**, and shall remain in effect until March 31, **2022**, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary date of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

40.02 When the required notice for termination or revision is given by either party, negotiations in connection with same shall be started as soon as reasonably possible and conducted, so that if it is reasonably possible, same may mutually and satisfactorily be concluded within the notification period.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

SIGNED THIS DAY OF , 2018.

FOR THE UNION:

FOR THE EMPLOYER:

APPENDIX "A"

HEALTH AND WELFARE BENEFITS

A-1 Preamble

A-1.01 The following health and welfare benefits shall be arranged for by the Employer for all eligible employees and where applicable, their eligible dependents and shall be subject to the terms and conditions of their master policies and contracts in force through the national office of the Employer. With the exception of paid sick leave benefits provided for in Appendix A-2.02, "eligibility" shall be as defined in the applicable master policies and contracts and Employer policies. Should the Employer make any changes to the Health and Welfare Benefit plan, they shall first provide the Union with advanced notification in writing detailing the specific changes that are to take place.

A-1.02 The Employer shall supply the Union with a current copy of the plan text and summary pamphlets (or similar documents) for all of the health and welfare benefits that are provided by the Employer. The Employer shall supply each employee with 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.

A-1.03 All health and welfare benefits with the exception of sick leave benefits referred to in this Appendix "A" shall be available to eligible employees who have completed their probationary period.

A-1.04 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. All requests for subsequent medical certificates shall be paid by the Employer.**

A-1.05 A general description of the health and welfare benefits that the Employer shall ensure are available to employees is as listed below.

A-2 Paid Sick Leave Benefits

A-2.01 Each employee who has completed three (3) months of employment since his or her date of last hire and who does not qualify for SEIB shall receive forty-nine (49) hours of paid sick leave entitlements on January 1 of each year. Employees shall be entitled to use such leave for any non-occupational sickness or

accident which shall be paid for at the rate of one hundred (100%) percent of the employee's regular hourly rate of pay for each hour of such absence. This Appendix A-2.01 applies only to employees who work less than twenty-eight (28) hours per week. Unused sick leave entitlements may not be carried over into the following calendar year.

In the event of an illness or injury occurring to an employee's family member, the employee may access his/her sick leave benefits.

A-2.02 There are two components to an employee's short term sick leave:

Incidental Sick Days:

- 10 incidental sick days each year (pro-rated based on date of hire).
- Employees are reimbursed at 100% of salary.
- **In the event of an illness or injury occurring to an employee's family member, the employee may access his/her incidental sick days.**

Supplemental Employment Insurance Plan (SEIB):

- **VLRC's** supplemental employment insurance plan (SEIB) is integrated with the employment insurance (EI) sickness plan through Services Canada. The SEIB plan will "top up" any EI benefits received to a maximum of up to 95% of an employee's gross weekly earnings.
- Plan duration is 15 weeks plus a 2 week EI waiting period
- Employees must qualify for the EI program before any benefits are payable

A-2.03

Supplemental Employment Insurance Plan (SEIB) for VLRC

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 who work a scheduled 28 hours or more per week covered by the applicable collective agreement with UFCW Local 832.

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 \$1,093.22 gross on a weekly basis.
5. The duration of the benefits is fifteen (15) weeks. In addition, the employer will pay 95% of the employee's salary while the employee is serving the **Employment Insurance** waiting period.
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 he/she is getting E.I. benefits in order to receive the Employer's supplement and the Employer paid two week waiting period.
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.

A-2.04 All employees will be credited with ten (10) incidental sick days per calendar year. 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. Unused incidental days will not be carried over into the following calendar year. This Appendix A-2.04 applies only to employees who work twenty-eight (28) hours or more per week.

A-3 Group Insurance Benefits

A-3.01 All eligible 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 employees and their eligible dependents is as follows:

- (a) life insurance benefits
- (b) long term disability benefits
- (c) hospital benefits
- (d) pay direct drug benefits
- (e) medi-pack benefits
- (f) survivor extension benefits
- (g) pension benefits
- (h) dental benefits

A-3.02 The Employer shall pay the full premium cost of the life insurance plan and long term disability benefits.

A-3.03 Part-time Benefits

All eligible part-time employees who work at least 21 hours but less than 24 hours per week will be eligible to group insurance benefits provided by the Employer. A summary of the group insurance benefits that are currently provided to said employees and their eligible dependants is as follows:

- 1) Pay direct drug benefits
- 2) Extended health care coverage
- 3) Vision care
- 4) Semi-private hospital coverage
- 5) Out of county coverage
- 6) Basic Dental care

A-3.04 The Employer and the employees shall share the premium cost of the hospital plan, pay direct drugs plan, medi-pack plan, and survivor extension plan, and dental plan. The Employer will pay seventy (70%) percent of the premium costs of the hospital plan, pay direct drugs plan, medi-pack plan, and survivor extension plan, and the employee will pay thirty (30%) percent. The Employer will pay one hundred (100%) percent of the premium costs of the dental plan.

A-3.05 Pension

Employees of the **VLRC** Defined Benefit (DB) pension plan on June 30, 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 1, 2010. Employee pension contributions are calculated at 3.5%

of the employee's DB Earnings up to the Year's Maximum Pensionable Earnings (YMPE) plus 5.0% 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 1, 2009 are eligible to join the **VLRC** Defined Contribution (DC) Pension Plan on or after July 1, 2010. Employees will make Required Contributions equal to 2% 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 3% of their DC Earnings. **VLRC** will make matching contributions equal to 100% of the employee's Required Contributions and Optional Contributions.

A-4 Medical and Dental Appointments

A-4.01 All employees who require same shall receive reasonable time off with pay during working hours in order to attend medical and dental appointments.

A-5 Organizational Benefit Increase

A-5.01 **The Employer agrees that any internal organizational increase to benefits shall be made available to all eligible bargaining unit employees and where applicable, their eligible dependents.**

APPENDIX "B"

WAGES

B-1 Classifications and Hourly Rates of Pay

Employees will proceed up the progression schedule on June 20th or December 20th, of each year whichever date comes first after their yearly anniversary.

A) Coordinator, Shop VLRC

	<u>Current</u>	<u>April 1/18</u>	<u>April 1/19</u>	<u>April 1/20</u>	<u>April 1/21</u>
Start	18.16	18.52	18.89	19.27	19.66
1 Year	19.07	19.45	19.84	20.24	20.65
2 Years	19.98	20.38	20.79	21.21	21.63
3 Years	20.87	21.29	21.72	22.15	22.59
4 Years	21.76	22.20	22.64	23.09	23.55
5 Years	22.45	22.90	23.36	23.83	24.31
6 Years	23.13	23.59	24.06	24.54	25.03

**B) Specialist, Career and Employment Services
Specialist, Independent Living Skills
Specialist, Low Vision
Counsellor, Vision Services
Specialist, Orientation & Mobility
Specialist, Assistive Technology
Coordinator, Client Support Services**

	<u>Current</u>	<u>April 1/18</u>	<u>April 1/19</u>	<u>April 1/20</u>	<u>April 1/21</u>
Start	23.60	24.09	24.55	25.04	25.54
1 Year	24.76	25.26	25.77	26.29	26.81
2 Years	25.91	26.43	26.96	27.50	28.05
3 Years	27.09	27.63	28.18	28.74	29.31
4 Years	28.24	28.80	29.38	29.97	30.57
5 Years	29.13	29.71	30.30	30.91	31.53
6 Years	30.03	30.63	31.24	31.86	32.50

**C) Coordinator, Leisure Programs
Coordinator, Intake & Referral**

	<u>Current</u>	<u>April 1/18</u>	<u>April 1/19</u>	<u>April 1/20</u>	<u>April 1/21</u>
Start	20.70	21.11	21.53	21.96	22.40
1 Year	21.72	22.15	22.59	23.04	23.50
2 Years	22.76	23.22	23.68	24.15	24.63
3 Years	23.80	24.28	24.78	25.28	25.79
4 Years	24.82	25.32	25.83	26.35	26.88
5 Years	25.61	26.12	26.64	27.17	27.71
6 Years	26.35	26.88	27.42	27.97	28.53

D) Occupational Therapist

	<u>Current</u>	<u>April 1/18</u>	<u>April 1/19</u>	<u>April 1/20</u>	<u>April 1/21</u>
Start	33.17	33.83	34.51	35.20	35.90
1 Year	34.17	34.85	35.55	36.26	36.99
2 Years	35.19	35.89	36.61	37.34	38.09
3 Years	36.25	36.98	37.72	38.47	39.24
4 Years	37.34	38.09	38.85	39.63	40.42
5 Years	38.44	39.21	39.99	40.79	41.61

***All employees who are over-scaled at the date of ratification of this agreement shall receive the same increases as all other employees in the bargaining unit.**

B-2 Retroactive Pay

All employees shall receive full retroactive pay to April 1, 2018, for all hours worked and/or paid. Retroactive pay shall be paid to all employees within fifteen (15) calendar days following the date of the Union ratification of this agreement. Retroactive pay shall be issued to each employee in the bargaining unit on paycheques that are separate and apart from their normal earnings.

B-3 Signing Bonus

A one-time only lump sum payment of **three hundred (\$300.00)** dollars (less statutory deductions) will be issued to all employees still in the employ of the Employer as of date of ratification. This lump sum payment shall be paid within fifteen (15) calendar days of ratification of the Agreement on a separate cheque, in conjunction with the retroactive pay.

APPENDIX 'C'

EDUCATION AND TRAINING TRUST FUND

- C-1 The Employer agrees, effective December 20, 1999, to contribute one (\$1.00) dollar per employee per week paid on a monthly basis to the Manitoba Food & Commercial Workers, Local 832, Education and Training Trust Fund, for all hours worked and/or paid to all employees.

Such contributions will be forwarded to the Trust within twenty-one (21) days following the Employer's four (4) or five (5) week accounting period and accompanied by a detailed statement outlining the deductions made on behalf of each employee

LETTER OF UNDERSTANDING #1

BETWEEN:

VISION LOSS REHABILITATION CANADA, in the City of Winnipeg, in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

CHRISTMAS CLOSURE

The Christmas week closure is decided annually and is at the discretion of the President and CEO. National Human Resources will annually convey the specific dates for the closure in the notice of Statutory Holidays for the year.

If the President and CEO 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 President and CEO does not allow this time off with pay for the non-union employees the bargaining unit members will have to use vacation, overtime or take time off without pay for the Christmas closure. **Employees will also be given the opportunity to work extra hours to account for this time-off up to sixty (60) days prior to the closure, if hours being worked are for legitimate business purposes.** This is available to all bargaining unit members including probationary employees.

This is not an ongoing practice and will be reviewed and decided upon by the President and CEO on an annual basis.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

SIGNED THIS DAY OF , 2018

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING #2

BETWEEN:

VISION LOSS REHABILITATION CANADA, in the City of Winnipeg, in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereafter referred to as the "Union".

FLEX-TIME ARRANGEMENTS

A Flex Time Agreement is not an employment contract or an employment benefit. VLRC reserves the right to change or terminate Flex Time working arrangements and/or the Flex Time Program at any time, for any reason including should employee performance be negatively impacted and/or business conditions warrant.

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 35 hours from 8:30 a.m. to 4:30 p.m. (Reference Article 2.01 and 7.02)
2. A meal period of less than one (1) hour but not less than half hour (30 minutes) (Reference Article 8.01)
3. Regularly scheduled hours in excess of seven (7) hours without incurring overtime or shift premiums (Reference Article 9.01, 13.01, and 13.02)

4. Should a concern or question arise surrounding a specific issue or instance of the “flex time” program, the Employer will consult with the Union prior to implementation.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

SIGNED THIS DAY OF , 2018

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING #3

BETWEEN:

VISION LOSS REHABILITATION CANADA, in the City of Winnipeg, in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereafter referred to as the "Union".

Orientation and Mobility Specialists will be entitled to a one hundred and **fifty** dollar (\$ **150.00**) clothing allowance **on April 1, 2018 and April 1, 2020**. The clothing shall be of acceptable quality and fit and shall be used to purchase outdoor clothing such as, but not limited to, parkas, skidoo suits and insulated mitts.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

SIGNED THIS DAY OF , 2018

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING # 4

BETWEEN:

**VISION LOSS
REHABILITATION CANADA**, in
the City of Winnipeg, in the
Province of Manitoba, hereinafter
referred to as the "Employer",

AND

**UNITED FOOD AND
COMMERCIAL WORKERS
UNION, LOCAL NO. 832**,
chartered by the United Food &
Commercial Workers
International Union, hereinafter
referred to as the "Union".

RE: Supplemental Employment Insurance Plan (SEIB) for VLRC

The parties agree to amend the following:

Amend Appendix A-2.03 – Paragraph 9 as follows: replace current language of the March 31, 2018 to March 31, 2022 Collective Agreement to the revised language that reads as follows:

CURRENT LANGAUGE:

9) The employee must provide the Employer with their E.I. benefit stub as proof that he/she is getting E.I. benefits in order to receive the Employer's supplement and the Employer paid **two** week waiting period.

REVISED LANGUAGE:

9) The employee must provide the Employer with their E.I. benefit stub as proof that he/she is getting E.I. benefits in order to receive the Employer's supplement and the Employer paid **one** week waiting period.

ADD in paragraph #12 to Appendix A-2.03

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.
Benefits for Employees will not change or decrease in any way – Employees will still receive 15 weeks top-up if applicable

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.

SIGNED THIS DAY OF , 2019.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING # 5

BETWEEN:

VISION LOSS REHABILITATION CANADA, in the City of Winnipeg, in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

RE: Supplemental Employment Insurance Plan (SEIB) for VLRC

Amend Appendix A-2.02 as follows: replace current language of the March 31, 2018 to March 31, 2022 Collective Agreement to the revised language that reads as follows:

CURRENT LANGUAGE:

A-2.02 There are two components to an employee's short term sick leave:
Incidental Sick Days:

- 10 incidental sick days each year (pro-rated based on date of hire).
- Employees are reimbursed at 100% of salary.
- **In the event of an illness or injury occurring to an employee's family member, the employee may access his/her incidental sick days.**

Supplemental Employment Insurance Plan (SEIB):

- **VLRC's** supplemental employment insurance plan (SEIB) is integrated with the employment insurance (EI) sickness plan through Services Canada. The SEIB plan will "top up" any EI benefits received to a maximum of up to 95% of an employee's gross weekly earnings.
- Plan duration is 15 weeks plus ~~a 2-week EI waiting period~~
- Employees must qualify for the EI program before any benefits are payable

REVISED LANGUAGE:

A-2.02 There are two components to an employee's short term sick leave:
Incidental Sick Days:

- 10 incidental sick days each year (pro-rated based on date of hire).
- Employees are reimbursed at 100% of salary.
- **In the event of an illness or injury occurring to an employee's family member, the employee may access his/her incidental sick days.**

Supplemental Employment Insurance Plan (SEIB):

- **VLRC's** supplemental employment insurance plan (SEIB) is integrated with the employment insurance (EI) sickness plan through Services Canada. The SEIB plan will "top up" any EI benefits received to a maximum of up to 95% of an employee's gross weekly earnings.
- Plan duration is 15 weeks plus **the applicable EI waiting period**
- Employees must qualify for the EI program before any benefits are payable

Benefits for Employees will not change or decrease in any way

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.

SIGNED THIS DAY OF , 2019.

FOR THE EMPLOYER:

FOR THE UNION:
