COLLECTIVE AGREEMENT

BETWEEN

NORTH COCHRANE ADDICTION SERVICES INC.

AND

UNITED STEELWORKERS

LOCAL I-2010

APRIL 1, 2013 TO MARCH 31, 2016
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In this Agreement, words using the masculine gender include the feminine.

ARTICLE 1 - PURPOSE:

1.01 The general purpose of this Agreement is to establish and maintain Collective bargaining relations between the employer and its employees and to provide procedures for prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and salaries for all employees who are subject to the provisions of this Agreement as follows:

It is recognized by this Agreement to be the duty of the Employer and its employees to cooperate fully, individually and collectively for the advancement of the said working conditions.

ARTICLE 2 - RECOGNITION:

2.01 The Employer recognizes the Union as the sole collective bargaining agent of all employees of North Cochrane Addiction Services Inc. in the District of Cochrane, save and except clinical supervisor, employees above the rank of clinical supervisor and the manager administrative services.

2.02 Except as provided in Article 2.01, no employee shall be required or permitted to make any written or verbal Agreement, which may conflict with the term of this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS:

3.01 The Union agrees that the Employer has the exclusive right and power to manage the operations, to direct the work force, and to hire, promote, transfer or lay-off employees and to suspend or discharge or otherwise discipline employees for just cause, provided that the Employer agrees that any exercise of these rights and power shall be subject to the express provision of this Agreement.
ARTICLE 4 - NO DISCRIMINATION:

4.01 The Employer and the Union agree to abide by the most recent revised Ontario Human Rights Code.

ARTICLE 5 - PERIOD:

5.01 This Agreement shall be in effect for three (3) years from April 1, 2013 to and including March 31, 2016 unless termination or changes are desired by either party in which event the party desiring the changes shall serve notice in writing upon the other party at least (60) days prior to the termination date. The said notice must state the reason for opening the negotiation. This Agreement remains in effect until a new Agreement has been negotiated and signed. Then, the Agreement becomes null and void.

ARTICLE 6 - SALARY SCHEDULE:

6.01 The salary schedule is attached hereto and forms part of this Agreement.

ARTICLE 7 - UNION MEMBERSHIP:

7.01 Every employee shall, as a condition of employment, make application for membership in the Union and shall make regular dues payment and when accepted into membership by the Union shall maintain such membership in good standing. The Employer will inform all new employees of this condition of employment at the time of hiring and provide such employees with a copy of the Agreement.

7.02 The Employer shall put employees on the check off at the time of hire, or return to work and deduct by-monthly the Union membership dues from monies due to such employees.

7.03 Each individual employee who is or becomes a member of the Union will on his behalf and upon his written authorization or upon written notice by the Union, pay Union initiation fees and/or monthly membership dues from monies due to such employee.
7.04 Remittance of all deductions shall be sent to the local Union; said remittance to be accompanied by an itemized list in alphabetical order indicating the employee names and amounts deducted. The Employer will endeavour to deliver such list as soon as possible, but no later than the end of the following month. A copy of such list will be given by the Employer to the Union steward.

ARTICLE 8 - VACATION WITH PAY:

8.01 Employees shall receive an annual vacation with pay in accordance with credited service based on the calendar year.

8.02 All employees will be entitled to the following vacation leave annually:

- Zero (0) to six (6) months - 0 week
- Six (6) months plus one (1) day to one (1) year completed service - 2 weeks
- One (1) year plus one (1) day to five (5) years completed service - 4 weeks
- Five (5) years plus one (1) day to fifteen (15) years completed service - 5 weeks
- Fifteen (15) years plus - 6 weeks

8.03 Vacation allowance must be taken within the calendar year.

8.04 Vacation shall be scheduled according to seniority. An employee shall take vacation time off at a time, which is satisfactory to the employee and the immediate supervisor.

8.05 Employees leaving their employment at any time before they have had their vacation for such calendar year shall be entitled to prorated payment of salary or wages in lieu of such vacation.

8.06 If a paid holiday falls on or is observed during an employee’s vacation period, such employee shall be granted an additional day off for each holiday, in addition to the regular vacation time or at a time mutually agreeable to the employee and his immediate supervisor.

8.07 Should an employee be on sick leave prior to a scheduled vacation period, and his illness extends into the vacation period, the employee shall be considered to be on sick leave until he returns to work, upon which the
vacation period will be rescheduled. The Employer may request proof of illness by a medical practitioner.

8.08 Should an employee be on a scheduled vacation period and is hospitalized during the vacation period, the employee may request the rescheduling of that portion of the vacation during which the employee was hospitalized. The employer may request proof of the period of hospitalization by a medical practitioner.

**ARTICLE 9 - HOLIDAY WITH PAY:**

9.01 Employees shall be paid without the performance of work for the following holidays at their regular salaries:

- New Year’s Day
- Labour Day
- Good Friday
- Thanksgiving
- Easter Monday
- Christmas Day
- Victoria Day
- Boxing Day
- Canada Day
- January 2
- Civic Day
- Family Day

All employees will be granted leave with pay in the afternoon of December 24th and December 31st, when these days fall during regular work days (Monday to Friday.)

9.02 In addition, an employee will be granted three (3) additional days in the form of floaters. In the case of part-time employees, he is entitled to either 3 days paid at 3.5 hours each day or 1.5 days paid for at 7 hours.

9.03 When any of the above- noted holidays fall on a Saturday, the Friday preceding shall be recognized for holiday purpose. When any of the above noted holidays fall on a Sunday the Monday following shall be recognized for holiday purposes.
ARTICLE 10 - ADJUSTMENT OF GRIEVANCES:

10.01 It is the mutual desire of the parties that all complaints and grievances will be adjusted as quickly as possible. All disputes between employees and the Employer shall be settled by the following procedures.

10.02 The Union shall arrange for the election from its working membership of a Union Committee of two (2), including Union Steward. The Employer shall be notified in writing, as to the names of the Union Committee and Union Steward. The Employer agrees to compensate employees serving on the grievance committee their respective regular hourly rates of pay for all time lost during regular working hours for meetings held with the Employer for the processing of grievances.

At the Employer’s request, should the Union Steward or members of the grievance committee be required to stay beyond their normal working hours, to discuss the adjustment of grievances, they will be compensated at the appropriate overtime rate.

10.03 a) A grievance under the provision of this Agreement is defined to be any difference between the parties or between the Employer and employees covered by this Agreement involving the interpretation, application, administration or alleged violation of any of the provisions of this Agreement.

b) In order to avoid unnecessary grievances, a verbal discussion between the Employer and the Union Steward and/or the Union Representative can occur, on complaints, etc., before proceeding to Stage 1 of the Adjustment of Grievances.

Stage I

Any grievance arising during the term of this Agreement must be presented in writing for adjustment within fourteen (14) days after the occurrence of the event on which the grievance is based. A grievance of an employee shall be taken by the employee singly or together with the Steward and/or Union Representative directly to the employee's immediate supervisor and a
written decision thereon shall be rendered by the immediate supervisor within five (5) days from the presentation of the grievance.

10.04 a) **Stage II**

If the decision rendered under stage 1 is not satisfactory to the aggrieved employee, the grievance shall be made in writing, and signed by the aggrieved employee and/or Union Steward, and shall be presented to the Employer by the employee alone or together with the Union Steward and/or Union Representative, within seven (7) days from the date of the decision rendered under stage 1, and shall be dealt with at a meeting of the Union Committee and the Employer. A decision shall be rendered in writing within seven (7) days or within such further time as may be mutually agreed. If no decision is rendered within such time period, the grievance shall proceed to stage III.

10.04 b) In case of discharge or suspension of an employee by the Employer, the Employer will, within four (4) days of the discharge or suspension, notify both the employee and the Union Steward in writing of the reasons for the discharge or suspension. A grievance arising from a claim by an employee that his discharge or suspension by the Employer was unjust or contrary to the terms of this Agreement shall be introduced at this stage no later than ten (10) days after the written notice of the discharge or suspension. The grievance shall be dealt with in the manner provided in paragraph (a) above.

10.04 c) Grievances which involve Employer’s wide interpretation, administration or alleged violation of this Agreement, shall be made in writing, and delivered to the other party within ten (10) days of the occurrence of the event on which the grievance is based, and shall be dealt with by the Employer or the Employer representative and Representatives of the Union. A decision shall be rendered in writing within seven (7) days or within such further time as may be mutually agreed. If no decision is rendered within such time period, the grievance shall proceed to Stage III.

10.05 **Stage III**

In the event that the grievance is not settled under stage II, it shall be referred to the Employer or his representative and the Union Committee
accompanied by the Union President or his representative within (30) days from the date of the decision under stage II. A decision shall be rendered in writing within fifteen (15) days or within such further time as may be mutually agreed. If no decision is rendered within such time period, the grievance shall proceed to stage IV.

10.06 **Stage IV**

In the event that the grievance is not settled in the above manner, it shall be referred to arbitration in accordance with the Labour Relations Act, and Notice of Processing to Arbitration shall be made on the opposite party within twenty (20) days of the decision rendered under stage III.

Nothing contained in this Article shall prevent the parties from mutually agreeing to a single arbitrator.

10.07 Saturdays, Sundays and Holidays listed in Article 9.01 shall not be included in any time limits in this Article of this Agreement.

**ARTICLE 11 - DISCIPLINARY RECORD:**

11.01 Any letter of reprimand, suspension or any other sanction to employee shall be cleared after the scheduled twelve (12) month period. Unless the disciplinary action involves an offence against a third party. In the case of a disciplinary action involving an offence against a third party, the employer shall destroy the documentation of the discipline after an incident free period of twenty four (24) months.

**ARTICLE 12 - NO STRIKE - NO LOCKOUT:**

12.01 There shall be no strikes called or supported by the Union or its members, and no lockout caused by the Employer during the life of this Agreement or any renewal thereof.
ARTICLE 13 - WORKING CONDITIONS:

13.01 a) It is agreed that the Employer and the Employees will cooperate collectively in improving safety, health and first aid practices. The Employer further agrees to set up an annual meeting to discuss with the employees any issues related to workplace safety and health.

b) Adequate First Aid kits shall be supplied and maintained by the Employer at suitable locations.

13.02 Notice for Staff meetings will be posted by the Employer at least seven (7) days in advance.

ARTICLE 14 - HOURS OF WORK:

14.01 Full time employees:

a) Working hours will be from 8:30 a.m. to 4:30 p.m. from Monday to Friday. During July and August working hours will be from 8:30 a.m. to 4:00 p.m. but paid until 4:30 p.m.

b) The normal workweek shall be (35) hours per week.

c) Employees may be required to work alternative hours. i.e. Evening Hours once a month.

d) Hours of work can be changed or shifted to accommodate group intervention programs. It is agreed that the above will be done once a week for a maximum of 10 weeks.

14.02 Part- Time Employees:

a) Part-time Staff working hours will be from 8:30 a.m. to 12:00 p.m. from Monday to Friday.

b) Part-time Staff may be required to work extended hours and compensated by time off in lieu of.
c) The normal workweek for Part-time Staff will be seventeen and a half (17.5) hours per week.

d) Staff may be expected to work alternative hours

e) Hours of work can be changed or shifted.

**ARTICLE 15: OVERTIME:**

15.01 a) Where an employee is asked and agrees to work in excess of 40 hours per week, he shall be compensated by time off in lieu of, at the rate of time and one half.

b) When an employee is required and agrees to attend staff training, as required by the Employer and at the expense of the Employer, travel time outside a normal working day to attend required staff training shall be compensated on a straight time basis, at the actual travel time.

**That is:**

Kapuskasing to Thunder Bay one-way  6.5 hours  
Kapuskasing to Sudbury one-way  5.5 hours  
Kapuskasing to Timmins one-way  2 hours

**Other:** will be based on km traveled divided by 90 km./hr.

Employees traveling from satellite offices will adjust their travel time accordingly.

Time outside normal office hours for participation at staff training or conference, will not be compensated. In the event that the training/conference is scheduled during the employee’s day off (Saturday or Sunday) time will be compensated up to a maximum of 7 hours per day. Overtime on Saturday and Sundays, for participating at staff training or conferences will be agreed to by management and the employee prior to the activity.

c) All hours worked on a Sunday or Statutory Holiday shall be compensated by time off in lieu of, at the rate of double the employee’s regular hourly rate
d) **Full and Part time employees.**

Overtime can be accumulated up to 21 hours. Any hours of overtime in excess of 21 hours will be forfeited if not taken within 90 days. Overtime is approved by the immediate supervisor prior to the activity.

**ARTICLE 16 - SENIORITY:**

**16.01** The Employer recognizes the principle of seniority. Seniority shall govern in layoffs and recalls after layoff.

An employee's seniority shall be his length of service with the Employer dating back to his original hiring day.

An employee who has accrued seniority and is on authorized leave of absence on Union Business shall accrue seniority while on such leave. An employee who has accrued seniority and is then employed by the Union or the Employer in a position beyond the scope of this Agreement shall continue to accrue and retain such accrued seniority for a period not exceeding one (1) year unless otherwise mutually agreed to. Such employees may upon proof of Union membership in good standing, exercise his seniority to return to the bargaining unit.

The Employer shall immediately notify the Union in writing upon transferring a member to a full time management position.

**16.02** A newly hired employees shall be considered a probationary employee until he has completed 90 days of work (7 hours of work equals 1 day) in one period of employment except in case of layoff after which his seniority shall date from his original hiring date.

During period of probation no vacation, sick leave, floater or other benefit will be granted.
16.03 Layoff and Recall:

a) A layoff is defined as a reduction in the regular hours of a position, or the elimination of one or more bargaining unit positions which are occupied by employees at the time of elimination.

b) Layoffs shall be carried out by reverse order of seniority, provided that the senior employee is able to perform the normal requirements of the work.

c) In the event that it is necessary for the Employer to lay off employees due to the closure of a satellite office, the employee employed at such office and the Union, shall receive as much advance notice as possible, but in any case shall be notified of the proposed closure at least thirty (30) days in advance of the proposed shutdown.

d) In the event of a closure of an office, the employees of that office will have seniority rights subject to Article 16 (Seniority) of this Agreement. For greater certainty, in the event the employees of such office become employed in another office, such employees will be subject to the normal office hours and other working conditions provided for in this Agreement.

e) Any employee laid off shall be placed on the recall list for a period of 12 months or his length of seniority whichever is less. The employer will rehire employees from the recall list who are properly qualified for the available positions, before hiring from the open market. It is the sole responsibility of the employee who has been laid off to notify North Cochrane Addiction Services of his intention to return to work within ten (10) working days after being notified to do so by registered mail, addressed to the last address on record with NCAS (which notification shall be deemed to have been on the fifth day following the date of mailing) and to return to work within ten (10) days after being notified. An employee on the recall list who declines to be rehired will have his or her name removed from the recall list.
16.04 A seniority list shall be prepared once a year and posted on the bulletin board by the Employer, showing each employee's name and effective date of hiring. Copies of such list shall be mailed to the Union Steward and the Union office. In case of a newly hired employee the above list shall be amended immediately.

16.05 Loss of Seniority

An employee shall lose all seniority and shall be deemed to have terminated his employment if he:

(1) voluntarily leaves the employ of North Cochrane Addiction Services or is retired

(2) is dismissed and is not reinstated through the Grievance Procedure

(3) utilizes a leave of absence for purposes other than those for which the leave was granted

(4) fails to report to work within ten (10) days of recall from lay-off after having been notified by registered mail at the employee’s last known address according to the records of North Cochrane Addiction Services. The onus is on the employee to inform the Employer of their current address and telephone number.
ARTICLE 17 - BULLETIN BOARDS:

17.01 The Union shall have the right to post notices dealing with Union affairs on bulletin boards provided by the Employer.

ARTICLE 18 - JURY DUTY:

18.01 In the case of an employee who has established seniority and who is called for jury duty or subpoenaed as a witness, the Employer shall pay for each day of such service, an allowance equal to what the employee would have earned for a normal day’s work at his regular salary. The employee will present proof of service and of pay received therefore when making his claim for such allowance. An employee who is called for Court service must notify the Employer immediately. If an employee is on call for jury duty or as a witness and is not required therefore after twelve (12) o’clock (noon), the employee will report for work to complete the balance of the day.

ARTICLE 19 - BEREAVEMENT PAY:

19.01 (a) If death occurs to an employee’s family member, the employee will be granted a leave of absence and will be paid his regular salary for five (5) consecutive working days within 7 calendar days of the funeral or the date of death. The term family member means an employee’s spouse/partner, child, stepchild, adopted child, grand-child, mother, father, foster parents, adoptive parents, brother or sister and stepparents.

(b) If death occurs to an employee’s mother-in-law, father-in-law, brother-in-law, sister-in-law, step-sister, step-brother, grand-mother, grand-father, the employee will be granted leave of absence and will be paid his regular salary for three (3) consecutive working days within 7 calendar days of the funeral or the date of death.

ARTICLE 20 - WORKPLACE SAFETY AND INSURANCE BOARD:

20.01 The employer agrees to maintain existing coverage and pay for each employee such premiums as are required by the Workplace Safety and Insurance Board.
20.02 The Employer agrees that an employee shall be paid at the regular rate for the balance of his regular workday lost because of injury while at work. It is also agreed and understood that where an employee is unable to return to work the Employer may request proof thereof by a Medical practitioner.

ARTICLE 21 - WELFARE PLAN:

21.01  1 - Life Insurance
       2 - Accidental Death & D.
       3 - Dependent Life
       4 - Dental Plan
       5 - Extended Health Care

ARTICLE 22 – SUPPLEMENTAL UNEMPLOYMENT BENEFIT (SUB) PLAN

22.01 An employee who cannot work because of illness and who qualifies for sick benefits from E.I. will have his E.I. benefits topped up to 80% of his current salary by the Employer for the duration of the leave (up to 15 weeks). In the event that 55% of an employee’s salary exceeds the maximum benefit allowed by E.I., then that employee will receive the maximum benefit allowed from E.I. plus 25% of his current salary from the Employer.

Accumulated sick days under (Article 26) will be used to cover the E.I. ten (10) day waiting period. The Employer will advance a maximum of ten (10) days to cover the waiting period for E.I. in cases where the employee has not accumulated such leave. The employees will re-accumulate such leave upon return from sick leave in order to cover the advanced maximum ten (10) days or the number of days advanced at the time of illness.

22.02 Compassionate Leave

An employee who is off on compassionate leave and who qualifies for compassionate benefits from E.I will have his or her E.I. benefits topped up at 80% of his or her current salary by the employer for the duration of the leave (up to six weeks). In the event that 55% of an employee’s salary exceeds the maximum benefit allowed by E.I. then
that employee will receive the maximum benefit allowed from E.I. plus 25% of his or her current salary from the Employer.

**ARTICLE 23 - LONG TERM DISABILITY PLAN:**

**23.01** Long term Disability Plan will be paid for by the Employee.

**ARTICLE 24 - PENSION PLAN:**

**24.01** Held with London Life Insurance Co.

Employer’s contribution 3%
(Plan begins after 6 months of continuous service)
- Immediate vesting, and employee’s contribution to be voluntary

**ARTICLE 25 - MATERNITY, PATERNITY, PARENTAL AND ADOPTION LEAVE:**

**25.01** Maternity leave, parental leave and adoption leave shall be granted as per the Employment Standard Act.

**25.02** Any Male employee shall qualify for an absence allowance of five (5) days within one (1) month of the time of birth or the adoption, without loss of pay.

**ARTICLE 26 - LEAVE DUE TO SICKNESS:**

**26.01 a)** Sick Leave will be granted to all employees on the basis of two (2) days for each month worked.

b) Unused sick leave may be accumulated to a total of thirty (30) days. Up to 15 consecutive days of sick leave may be granted, by the immediate supervisor, under special circumstances.

c) The Employer may request proof of illness by a Medical Practitioner.

- Employer shall reimburse all cost of the above-mentioned medical certificate.

d) Sick leave days cannot be accumulated while an employee is on such leave.
e) During time off due to sickness or accident, seniority continues to accumulate (absence must be certified by a medical practitioner, dentist or chiropractor).

f) During sick leave, the employee will continue to accumulate his vacation leave up to a period of six months. After six months the Employee will cease to accrue vacation entitlement.

g) Reasonable time off with pay will be granted to the full-time employees for the purpose of attending medical or dental appointments.

h) In returning to work following an illness, lasting more than 2 weeks, the employee must notify his/her immediate supervisor as soon as possible of his/her return date to work.

i) 2 family sick days per year may be used from the accumulated sick leave. Family Sick Days can be accessed when a member, of the immediate family, needs to be taken care of for medical reasons. Immediate family includes children, and spouse.

j) Upon termination of an employee’s employment, for whatever reason, any unused and/or accumulated sick leave credits shall be forfeited and, in particular shall not be subject to a payout.

**ARTICLE 27 - SPECIAL LEAVE:**

27.01 Special leave with pay may be granted at the discretion of the Employer for a period of up to five (5) working days in case of special circumstance in the employee’s immediate family.

**ARTICLE 28 - EDUCATIONAL LEAVE (SHORT-TERM AND LONG-TERM):**

28.01 Leave without pay for the purpose of taking educational courses related to the work of the Employer may be granted by the Employer. Educational leave may be provided at the request of the staff member. Such request will be submitted in writing to the Immediate Supervisor of the Employer.
An employee may request educational leave for the purpose of taking training relevant to the work of the agency.

An employee may request a short-term educational leave:

a) **SHORT-TERM** - This leave will be applicable for a maximum of three (3) months. An employee may request a short-term educational leave after two (2) years of seniority.

b) **LONG-TERM** - This leave will be applicable for a maximum of two (2) years. An employee may request a long-term educational leave after Four (4) years of seniority.

An employee on such leave shall not be entitled to benefits hereunder and shall not accrue vacation and sick leave. An employee shall be deemed to have terminated his employment if he utilizes the Education Leave of absence for purposes other than those for which the leave was granted.

**ARTICLE 29 - BUSINESS EXPENSE:**

29.01 a) **Meals:** When an employee is required to have a meal(s) away from his residence due to Agency business, he will be reimbursed up to the following amounts.

**Cochrane District:**

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**Out of Cochrane District:**

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<th>Lunch</th>
<th>Supper</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 10.00</td>
<td>$23.00</td>
<td>$38.00</td>
</tr>
</tbody>
</table>

b) **Transportation:** If an employee is required to use his personal vehicle due to agency business, he will be reimbursed at a rate of **$0.51 per km.**
If an employee chooses not to travel by air (when this option is offered) and uses his personal vehicle, a flat rate for travel reimbursement will be applicable as follows and adjusted for satellite offices:

1. Kapuskasing to Toronto return $672.00
2. Kapuskasing to Ottawa return $676.00
3. Kapuskasing to Sudbury return $368.00

**ARTICLE 30 - EDUCATIONAL COURSES EXPENSES:**

30.01 The employer agrees to pay expenses (tuition fee and books) for educational courses taken by employees. The courses have to be relevant to the work of the Employer. Reimbursement will be granted at 50% upon registration and the balance upon successful completion (according to the “passing grade” of the institution attended). Such benefit will be based on available funds in staff education. Such confirmation will be in the form of a letter from the institution and such courses will be approved by the employee’s immediate supervisor. **In order to be considered for payment, the course needs to be pre-approved.**

**ARTICLE 31 - PROFESSIONAL LIABILITY INSURANCE:**

31.01 The Employer will pay the full premium cost of professional liability for each employee.

**ARTICLE 32 - EMPLOYEES ACCESS TO OWN FILE:**

32.01 a) North Cochrane Addiction Services respects the right of its employees to have access to their personal file with reasonable notice.

b) An employee is to be made aware of any written commendation, reprimand or adverse report, which form part of his record of job performance at the time it is placed on his personal file.

c) Access to an employee’s personal files shall be granted provided the following is respected:
1. The request is made in writing to the employee’s immediate supervisor.

2. The employee can examine his file in the presence of the immediate supervisor or by the Executive Director in the absence of the supervisor.

3. No material is removed from the file.

4. Copies of material can be given to employee if so desires.

5. File is to be returned to the appropriate filing cabinet immediately after examination by the employee.

**WAGE INCREASE:**

April 1\textsuperscript{st}, 2013 to March 31, 2014 – 1\% increase plus a $250.00 signing bonus.

April 1\textsuperscript{st}, 2014 to March 31, 2015 – 1\% increase or whatever % increase on base budget up to 2\% increase.

April 1\textsuperscript{st}, 2015 to March 31, 2016 – 1\% increase or whatever % increase on base budget up to 2\% increase.

Signed on October 24, 2013 in Kapuskasing Ontario

For the Company

Marielle Cousineau

Francine Bédard

Gilles Gosselin

For the Union

Eric Carroll

Christiane Cousineau
LETTER OF UNDERSTANDING

BETWEEN

NORTH COCHRANE ADDICTION SERVICES INC.

AND

UNITED STEELWORKERS, LOCAL 1-2995

*********************************************************************

We have been experiencing problems implementing Article 26.01 g) “Reasonable time off with pay will be granted to the full-time employees for the purpose of attending medical or dental appointments.”

We have therefore resolved that full-time staff will be allowed one hour of reasonable time off for all medical, dental, chiropractors, appointments. If appointments last longer than one hour, then the additional time will be deducted from your sick leave days. Proof of your appointment must be submitted prior to or immediately after your appointment. The proof should indicate the time of your appointment.

Staffs are requested to submit a Request for time off (ADM 260) form to their immediate supervisor and provide proof of their scheduled appointment. Time off for medical appointments is to be recorded on your time sheet. E.g., 8:30 to 9:30, paid leave, one hour, dentist appointment.

If your time away from the office, for the purpose of a medical appointment, exceeds one hour, then it is to be indicated under sick leave on your time sheet. E.g., 9:30 to 11:30, 2 hours sick leave.

WHEN POSSIBLE AND AS USUAL, WE WOULD APPRECIATE IT IF YOU SCHEDULED YOUR APPOINTMENTS AFTER WORKING HOURS.

In the event that your appointment exceeds half a day (3.5 hours), the time off is to be recorded under sick leave and the one-hour reasonable time off does not apply.
It should be noted that if a medical appointment causes you to be away from work for e.g. five (5) hours, you are expected to be back at work for the balance of your workday.

If you have any questions, please do not hesitate to be in touch with Francine.

Signed on January 4, 2008 in Kapuskasing Ontario

For the Company                                      For the Union

_________________________                        ________________________
Marielle Cousineau                        Guy Bourgouin

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Francine Bédard                        Eric Carroll

_________________________
Gilles Gosselin                        Christiane Cousineau