

2010 HIGHLIGHTS OF A TENTATIVE AGREEMENT
REACHED BETWEEN
REGIONAL MEDICAL ASSOCIATES OF HAMILTON
AND
CAW-CANADA AND ITS LOCAL 555

Greetings,

After several meetings with the company your Bargaining Committee has reached a three year tentative agreement on June 21st, 2010.

We were able to obtain the following changes to the collective agreement.

Wages

July 1, 2010 2.75%

July 1, 2011 2.50%

July 1, 2012 2.50%

On the basis of this and the following changes to your collective agreement, your committee is unanimously recommending acceptance of this tentative agreement.

In Solidarity,

Linda O'Hara, Chairperson RMA Unit
Linda Matthews, Vice Chairperson RMA Unit
Matthew Root, President CAW Local 555
Ron Smith, CAW National Representative

ARTICLE 1 - TERM OF AGREEMENT

1.01 This Agreement shall be effective from the date of ratification and shall continue in effect up to and including the 30th day of June ~~2010~~**2013**

1.02 This Agreement shall continue automatically thereafter for annual periods of one year, unless either party notifies the other in writing, within a period of ninety (90) calendar days immediately prior to the expiration date, that it desires to amend or terminate this Agreement.

If notice to bargain is given by either party, the parties shall meet within twenty-one (21) days, or as otherwise agreed by the parties, for the purpose of commencing negotiations.

ARTICLE 5 - UNION REPRESENTATION

5.04

(d) General Meetings

The Unit Chairperson plus one additional Employee shall be entitled to two (2) hours release per General Meeting plus travel time for the purpose of attending up to one (1) said General Meeting. The time absent due to attendance at the meeting will be ~~made up by the Employees~~ **considered unpaid release time** in accordance with Article 5.04 (b)

(e) Unit Meetings

All Employees shall be entitled to no more than one (1) hour release per Unit Meeting for the purpose of attending up to three (3) said Unit Meetings per calendar year. The time absent due to attendance at the meetings will be ~~made up by the Employees~~ **considered unpaid release time** in accordance with Article 5.04(b)

5.08 Social Justice Fund

~~Effective July 1, 2008~~, The Employer agrees to pay into a special fund two (2) cents per hour per employee for all compensated hours for the purpose of contributing to the C.A.W. - Social Justice Fund. The Fund is a registered non-profit charity which contributes to Canadian and international non-partisan, non-governmental relief and development organizations. Such monies are to be paid on a quarterly basis into the fund established by its Board of Directors and sent by the Employer to the following address:

C.A.W. Social Justice Fund
205 Placer Court
Toronto, Ontario. M2H 3H9

ARTICLE 8 - NO DISCRIMINATION OR HARASSMENT

8.06 General Harassment

(b) Harassment in the workplace includes threats or a pattern of aggressive or insulting behaviour by a person in the workplace, where the person knows or reasonably ought to know that this behaviour is likely to create an intimidating or hostile workplace environment, ***or is an abuse of authority over an Employee.***

ARTICLE 15 - HOURS OF WORK

15.07 Additional Hours of Work and Overtime

(g) Payment of Overtime or Compensating Time Off

- ~~(i) Overtime hours may be compensated in pay or compensating time off at the equivalent rate provided that the Employee and the Employer agree. Should agreement not be reached, it is agreed the Employee will be compensated in pay. If compensating time off is agreed upon, it will be scheduled at a mutually agreeable time. It is expressly agreed, however, that at any one point in time an Employee may only carry twenty-one (21) hours of lieu time.~~

Overtime hours may be compensated in pay or compensating time off (CTO) at the equivalent rate at the Employee's election. It is expressly agreed, however, that at any one point in time an Employee may only carry twenty-one (21) hours of lieu time. Should an Employee's election to receive CTO cause her lieu time bank to exceed twenty-one (21) hours, the overtime shall be compensated in pay. In any event, CTO will be scheduled at a mutually agreeable time.

ARTICLE 16 - LEAVES OF ABSENCE

16.04 Vacations

(a) Entitlement Schedule

Employees shall be entitled to annual paid vacation at their regular rate of pay based on their seniority as at June 30. The schedule shows the vacation entitlement for the current benefit year for full-time Employees (at least 1820 hours) in the most recent twelve (12) months to June 30.

Less than one year seniority <i>(expressed in working days per completed months of seniority)</i>	1.25 days per month
1 but less than 4 years seniority	15 days
4 but less than 14 years seniority	20 days
14 but less than 15 years seniority	21 days
15 but less than 16 years seniority	22 days
16 but less than 17 years seniority	23 days
17 but less than 18 years seniority	24 days
18 but less than 30 completed years	25 days
30 or more completed years	30 days

Vacation entitlement over the twelve (12) months to June 30 for Employees working part-time will be appropriately pro-rated. ***Vacation entitlement for Limited Term Employees shall be four percent (4%) vacation pay paid on each pay in accordance with the Employment Standards Act.***

16.05 Paid Holidays

(a) Holidays

The Employer recognizes the following paid holidays which include all the statutory holidays listed in the *Employment Standards Act*: Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, at least five (5) days at Christmas (to include Christmas, Boxing Day, New Year's Day and floating holidays), ***Family Day***, Good Friday, and Victoria Day.

The Employer will advise staff no later than July 1 of each calendar year with respect to the number and days of paid holidays. Payment for paid holidays will be automatic when both the scheduled working day immediately preceding and following the holiday are worked or when there is reasonable cause for the Employee not to work the scheduled working day immediately preceding and following the holiday.

16.08 ~~Compassionate Leave~~

~~An Employee who must care for a gravely ill family member shall be entitled to a leave of absence to do so in accordance with the *Employment Standards Act*.~~

Compassionate Care Leave

(a) Compassionate Leave

An Employee may take a leave of absence, without pay, for up to 8 weeks to provide care or support to a seriously ill family member in accordance with the provisions of the Employment Standards Act.

(b) Supplementary Unemployment Benefit (S.U.B.)

Employees will be entitled to Supplementary Unemployment Benefit for up to 8 weeks at 90% of their regular salary less the amount of Employment Insurance Benefits received.

All benefits paid from the S.U.B. Fund can only commence when the Employee provides proof that she is receiving Compassionate Care EI benefits. Employees should understand that such proof will not be made available until after the leave has commenced and hence any Employer payments will be retroactive.

ARTICLE 17 - REDUNDANCY - LAYOFF AND RECALL

17.08 Layoff and Recall

- (a) Employees ***who have completed the probationary period*** will have recall rights for ~~eighteen (18) months or, where the Employee has five (5) or more years of seniority for twenty-four (24) months~~ ***for a period of twenty four (24) months*** from the date of initial layoff.

ARTICLE 18 – APPOINTMENTS AND PROMOTIONS

18.03

- (c) ***The successful applicant shall be placed on a trial period for three (3) months from the date of appointment. Conditional upon satisfactory service the employee shall be declared permanent in the position after completion of the trial period. Where it is determined by the Employer, or the Employee that the successful applicant is not suitable for the job during the trial period, she shall be returned to her previous position, if it still exists or to a comparable one she vacated, and wage level without loss of seniority. The Union agrees that the Employer may use Limited Term Employees during the trial period. Any other Employee promoted or***

transferred because of the rearrangement of positions shall also be returned to her former position and wage level without loss of seniority.

(d)

If in the Employer's opinion, the Employee's performance and progress does not meet the job requirements, but may by the end of an extended trial period, or if in the opinion of the Employer there has been insufficient opportunity to assess the Employee's performance, the Employer, the Employee, and the Union President may then mutually agree to extend the trial period.

ARTICLE 21 - COMPENSATION

21.07 Temporary Transfer

- (a) An Employee who is temporarily transferred, at the Employer's request, to another job which is lower than the Employee's classification shall suffer no loss in pay during the temporary transfer.
- (b) An Employee who is temporarily transferred for a period of one (1) month or more to another job which is higher than the Employee's classification will be paid on the basis of the step in the higher classification that is at least 3% 5% higher than the Employee's current wage step.

Upon return to her former position, the Employee's wage will be reduced to the former level with any adjustments that would have taken place had the Employee not accepted the temporary transfer.

21.08 Method of Payment

~~The Employer's current practice is to pay monthly salaries by direct deposit on the 15th of each month. An Employee may request, in writing, a mid-month advance on her next payment. In this case, the advance will be calculated on the basis of approximately one half of her net pay for the previous pay period and will be paid on the last day of the month. The balance of the month's pay will then be paid on the 15th of the following month.~~

~~If the 15th or end of the month falls on a weekend day or Specified Holiday, pays will be deposited on the working day immediately prior to the weekend or Specified Holiday. The Employer reserves the right to modify the method of payment with six (6) months written notice to the Union.~~

~~At the time of the pay, each Employee will receive a statement of earnings listing total pay, itemized one-time adjustments (such as overtime) and all deductions from the pay.~~

~~If applicable, overtime or premiums will be processed for payment no later than in the month following the month in which the overtime was worked or the premium was earned.~~

~~For staff, the monthly salary can be approximated by multiplying the hourly rate by:~~

~~The number of hours worked per week times 52 weeks per year divided by 12 months per year.~~

- (a) *The pay frequency is bi-weekly for all Employees. The pay period begins on Sunday and ends on the Saturday of week two (2). Pay will be made by direct deposit on the Friday following the pay period end date. If the pay date falls on a holiday, it will be moved forward to the business day immediately preceding the holiday.***
- (b) *At the time of each pay, Employees will receive an itemized statement of earnings and deductions. In the event that this statement can be made available in electronic format, the Employer will seek the Unions' agreement prior to introducing this method.***
- (c) *If applicable, overtime will be processed for payment no later than the pay period following the pay period in which the overtime was worked.***
- (d) *The Employer reserves the right to modify the method of wage payment with six (6) months written notice to the Union.***

ARTICLE 22 – BENEFITS

22.01 Benefits and Pensions

Employees employed prior to June 30, 2007 are eligible to participate in the pension plan. Employees employed after June 30, 2007 while not eligible to participate in the pension plan for salaried employees at McMaster University shall be required to contribute directly to a Registered Retirement Savings Plan (group) at the same percentage as employees are contributing to the pension plan, and the Employer will match this contribution.

~~The parties agree that they will discuss the structure of the RRSP plan.~~

Employees may join the RRSP immediately upon hire and must join by the immediately following July 1.

Those employees employed prior to June 30, 2007 who collect a pension immediately on their leaving the Employer or who are eligible for an immediate and unreduced pension at the date they leave continue to participate in the Major Medical, Dental, Group Life Plans, Tuition Assistance and Bursary Plans. They and their eligible dependants who are enrolled in the noted plans at their date of retirement will continue to be eligible for those benefits.

~~Those employees hired after June 30, 2007 are not eligible to receive post-retirement benefits.~~

Limited Term Employees shall not be eligible for benefits and/or pension, save and except for a continuing employee that is fulfilling the duties of a career growth opportunity.

The parties agree to the increase in vesting period from "immediate" to two (2) years for employees hired after June 15, 2006. Notwithstanding the above, the two employees hired since June 15, 2006 will be eligible for immediate vesting under the old rules.

22.07 Salary Continuance Plan (Personal Illness or Injury)

- (a) The Employer will provide a Salary Continuance Plan for Employees in the case of illness or injury. Specifically, in the case of illness or injury, Employees are entitled to the following levels of coverage:
- (i) a maximum of fifteen (15) weeks full salary continuance for less than five (5) years service;
 - (ii) ~~four (4) months~~ **Eighteen (18) weeks** full salary continuance for five (5) to ten (10) years service, and;
 - (iii) a maximum of ~~six (6) months~~ **Twenty-Six (26) weeks** full salary continuance after (10) years service.

Benefits under this plan are provided by the Employer to an Employee who is prevented from working because of personal illness or injury subject to appropriate notification by the Employee to the Employer of such absence and medical evidence satisfactory to the Employer being submitted to the Executive Director in support of such absence. If the Employer requests the Employee to attend an "independent medical examination" by a selected health professional, the cost of such examination shall be paid by the Employer.

The Employer recognizes the importance of early return to work and the accommodation of Employees with disabilities. The Union and the Employees agree that they must cooperate with the Employer in accommodating return to work at the earliest possible time.

(b) Pending the payment of Workplace Safety & Insurance Board (WSIB) benefits, an Employee absent from work due to an injury or illness that may be the subject of the WSIB claim will have her salary continued under the Salary Continuance Plan in accordance with Article 22.07 (a) above. In the event that a claim is approved by the WSIB, it is understood that any WSIB payments will be assigned directly to the Employer.

22.08 Long Term Disability Plan

The Employer agrees to continue the Long Term Disability Plan in effect on date of ratification, for Employees during the term of this agreement. Participation in this plan is a condition of employment. The Employee will pay 100% of her billed rate of premium. ***Probationary Employees shall not be eligible to participate in the Long Term Disability Plan and shall not pay LTD premiums.***

22.09 Bursary Plan

The Employer offers bursaries, as they exist from time to time, to dependants of eligible Employees. Currently, the maximum is ~~three thousand three hundred dollars (\$3300.00)~~ ***three thousand seven hundred fifty dollars (\$3750)*** per year for attendance at McMaster University. In order to be eligible, an employee must have at least three (3) years continuous service with the Employer by the first day of the academic session for which the bursary is applied for.

Applicants must meet the academic requirements. The bursary program applies to those degree courses and programs for which the McMaster Board of Governors sets fees.

22.11 Benefit Improvements

As soon as possible after ratification the drug plan will provide that:

- ***Increase Dispensing fee coverage to \$11***

As soon as possible after ratification the dental plan will provide that:

- ***Dental Implants as an option in major restorative coverage***

As soon as possible after ratification the Major Medical plan will provide that:

- ***No prescription required for Registered Massage Therapist***

ARTICLE 28 – EDUCATIONAL DEVELOPMENT

28.05 Paid Education Leave (PEL)

~~Effective the date of ratification,~~ The Employer agrees to pay into a special fund 2 cents per hour per Employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading Employee skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW, effective from the date of ratification, and sent by the Employer to the following address:

CAW Leadership Training Fund
CAW-Canada - PEL Training Fund
205 Placer Court
Toronto ON M2H 3H9

LETTERS OF UNDERSTANDING

Letter of Understanding re: Method of Salary Payment
DELETE

Letter of Understanding re: Discrimination and Harassment Policy
DELETE

Letter of Understanding re: Roster of Arbitrators
RENEW IN CURENT FORM

Letter of Understanding re: Grandfathering of Benefits
RENEW IN CURRENT FORM

Letter of Understanding re: Career Growth Opportunities
RENEW IN CURRENT FORM

Letter of Understanding re: Current Benefit Plans and Provider
RENEW IN CURRENT FORM

WAGE GRIDS

July 1, 2009

Job Class	Start	6 months	1 year	2 years	3 years
Billing Advisor	21.59	23.39	25.19	26.99	29.99
Accounting Assistant	21.59	23.39	25.19	26.99	29.99
Computer Operator	21.59	23.39	25.19	26.99	29.99
Billing Clerk	17.99	19.80	21.59	23.39	25.19
Accounts receivable clerk	17.99	19.80	21.59	23.39	25.19
Eligibility Clerk	14.39	16.20	17.99	19.80	21.59
Junior Billing Clerk	14.39	16.20	17.99	19.80	21.59

July 1, 2010 (2.75%)

Job Class	Start	6 months	1 year	2 years	3 years
Billing Advisor	22.18	24.03	25.88	27.73	30.81
Accounting Assistant	22.18	24.03	25.88	27.73	30.81
Computer Operator	22.18	24.03	25.88	27.73	30.81
Billing Clerk	18.48	20.34	22.18	24.03	25.88
Accounts receivable clerk	18.48	20.34	22.18	24.03	25.88
Operations support assistant	18.48	20.34	22.18	24.03	25.88
Eligibility Clerk	14.79	16.65	18.48	20.34	22.18
Junior Billing Clerk	14.79	16.65	18.48	20.34	22.18

July 1, 2011 (2.50%)

Job Class	Start	6 months	1 year	2 years	3 years
Billing Advisor	22.73	24.63	26.53	28.42	31.58
Accounting Assistant	22.73	24.63	26.53	28.42	31.58
Computer Operator	22.73	24.63	26.53	28.42	31.58
Billing Clerk	18.94	20.85	22.73	24.63	26.53
Accounts receivable clerk	18.94	20.85	22.73	24.63	26.53
Operations support assistant	18.94	20.85	22.73	24.63	26.53
Eligibility Clerk	15.16	17.07	18.94	20.85	22.73
Junior Billing Clerk	15.16	17.07	18.94	20.85	22.73

July 1, 2012 (2.50%)

Job Class	Start	6 months	1 year	2 years	3 years
Billing Advisor	23.30	25.25	27.19	29.13	32.37
Accounting Assistant	23.30	25.25	27.19	29.13	32.37
Computer Operator	23.30	25.25	27.19	29.13	32.37
Billing Clerk	19.41	21.37	23.30	25.25	27.19
Accounts receivable clerk	19.41	21.37	23.30	25.25	27.19
Operations support assistant	19.41	21.37	23.30	25.25	27.19
Eligibility Clerk	15.54	17.50	19.41	21.37	23.30
Junior Billing Clerk	15.54	17.50	19.41	21.37	23.30