

**COLLECTIVE AGREEMENT**

between

**REGIONAL MEDICAL ASSOCIATES OF HAMILTON**  
(the Employer)

and

The  
**NATIONAL AUTOMOBILE, AEROSPACE TRANSPORTATION  
AND GENERAL WORKERS' UNION OF CANADA, CAW-CANADA**  
**And Its LOCAL UNION NO. 555**  
(the Union)

## TABLE OF CONTENTS

ARTICLE #	ARTICLE	PAGE #
	Purpose / Preamble	1
1	Term of Agreement	2
2	Recognition	2
3	Definitions	2
4	Management Rights	4
5	Union Representation	5
6	Complaint / Grievance and Arbitration Procedure	7
7	No Strikes or Lockouts	10
8	No Discrimination or Harassment	10
9	Correspondence & Information	11
10	Health and Safety	12
11	Staff Information	13
12	Progressive Discipline and Discharge	14
13	Probationary Employment	15
14	Seniority	15
15	Hours of Work	16
16	Leaves of Absence	19
17	Redundancy - Layoff and Recall	24
18	Appointments and Promotions	29
19	Staff Development	30
20	Labour Management Committee	31
21	Compensation	32
22	Benefits Schedule	34
23	Subcontracting or Technological Change	37
24	Position Descriptions	38

25	New Staff Development	38
26	Non Bargaining Unit Persons	38
27	Copies of Collective Agreement	38
28	Educational Development	39
	<b>LETTERS OF UNDERSTANDING</b>	
	Roster of Arbitrators	40
	Career Growth Opportunities	41
	Personnel Files and Health Files	42
	Current Benefit Plans & Provider	42
	Grandfathering of Benefits	43
	Wage increases	44
	Wage Grid	45

## **PURPOSE/PREAMBLE**

The general purpose of this Agreement is to establish an orderly collective bargaining relationship between Regional Medical Associates of Hamilton and its Employees represented under this Agreement by the National Automobile, Aerospace Transportation and General Workers' Union Of Canada, CAW-Canada and its Local Union No. 555 (the Union), to ensure the timely handling and disposition of complaints and grievances and to set forth an Agreement covering rates of pay and other working conditions.

The parties agree to work together to achieve a climate of mutual respect to promote and enhance a professional working relationship appropriate for the promotion of excellence at Regional Medical Associates of Hamilton.

The parties agree to conduct their employment relations involved in the administration of this Agreement in good faith and in a fair and reasonable manner.

## 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.
- 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 2 - RECOGNITION

- 2.01 The Regional Medical Associates of Hamilton recognizes the National Automobile, Aerospace Transportation and General Workers' Union Of Canada, CAW-Canada and its Local Union No. 555 (the Union) as the sole and exclusive bargaining agent for all employees of Regional Medical Associates of Hamilton in the City of Hamilton, save and except the Executive Director and employees who would be excluded under section 1(3)(b) of the *Labour Relations Act* of Ontario as per the certificate of the Ontario Labour Relations Board, Number 2484-01-R. Those persons excluded are the Administrative Assistant to the Executive Director and two (2) supervisors.

## ARTICLE 3 – DEFINITIONS

- 3.01 In this Agreement, the following terms shall be defined as being set out in this Article, unless a contrary intention is expressly provided elsewhere in this Agreement:

“**The Parties**” shall be deemed to be the Regional Medical Associates of Hamilton (also referred to as RMA) and the National Automobile, Aerospace Transportation and General Workers' Union Of Canada, CAW-Canada and its Local Union No. 555 (the Union).

“**Agreement**” is the collective agreement between RMA and the Union.

“**Bargaining Unit**” is defined by the certificate of the Ontario Labour Relations Board Number 2484-01-R and by Article 2 of this Collective Agreement.

“**Day**” means calendar day unless otherwise specifically stipulated.

“**Employee**” when printed with an initial upper case letter is an employee of RMA who is within the Bargaining Unit as defined by the Ontario Labour Relations Board Certificate, Number 2484-01-R and by Article 2 of this Collective Agreement.

**“Employer”** refers to Regional Medical Associates of Hamilton (RMA).

**“Executive Director”** means the Executive Director of Regional Medical Associates of Hamilton.

**“Floating days”** are holidays which are defined by this Collective Agreement and may occupy different calendar days on different years.

**“Holidays”** are paid days away from work as specified by statute or this agreement and may also be called “specified holidays”.

**“Orientation”** means a period of familiarization with the new job and its work area.

**“Spouse”** is defined as a man or woman married to an Employee, or a person of either the opposite sex or of the same sex who has been publicly represented as your spouse for at least the last twelve (12) months.

**“Union”** is the National Automobile, Aerospace Transportation and General Workers’ Union Of Canada, CAW-Canada and its Local Union No. 555 (the Union)

**“Working Day”** means Monday to Friday, exclusive of holidays recognized by this Agreement.

### 3.02 Types of Employees:

- (a) **“Employee”** means any Employee of the RMA for whom the Union has been certified as bargaining agent.
- (b) **“Full-time Employee”** means an Employee who works a regular work week of at least thirty-five hours, unless otherwise specifically stipulated.
- (c) **“Part-time Employee”** means an Employee who works less than a regular thirty-five hour work week, unless otherwise specifically stipulated.
- (d) **“Continuing Employee”** means an Employee who is either full-time or part-time employed in a position where there is no foreseeable end date. As well, a Continuing Employee is an Employee who is employed in a Limited Term position where (with the agreement of the Union) the appointment has been extended beyond the term of the original term appointment. An Employee’s continuing status is maintained if she accepts a limited term position.
- (e) **“Limited Term Employee”** means an Employee who is either full-time or part-time

employed in a position where an end date has been determined such that the appointment is for a period no longer than fifteen (15) months and where there is no commitment beyond the specified term. Limited Term Positions are not substitutes for, or alternatives to, Continuing Positions and may be made:

- (i) to replace an Employee on leave;
  - (ii) in the event that the Employer establishes a new position in response to a new initiative where it is not certain that the position will continue beyond the length of the specified term;
  - (iii) to fill a position that is created to enable Employees to maximize their skills and abilities and/or acquire new ones.
- (f) **“Probationary Employee”** means an Employee who is serving the probationary period as defined in Article 13.

**3.03** The use of a feminine pronoun shall include the masculine and vice versa.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.01** The Union recognizes that the management, supervision and direction of the Employer and the work force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by the provisions of this Collective Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a) maintain order, discipline and efficiency;
  - b) hire, assign, discharge, direct, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline employees provided that a claim that an employee has been discharged without just cause may become the subject of a grievance and may be dealt with as hereinafter provided;
  - c) determine, in the interest of efficient operations and highest standard of service, classifications, hours of work, assignments, methods of doing the work, standards of work, job content, scope of services to be provided to consumers, the number of employees required, the locations of work and equipment to be used in connection therewith;
  - d) make and enforce and alter from time to time reasonable rules, regulations, policies and practices to be observed by the employees;
  - e) generally to manage and operate the Employer in all respects in accordance with its obligations.
- 4.02** The Employer agrees that it will not exercise its function in this article in a manner inconsistent with the expressed provisions of this Agreement and reiterates its

commitment to administer the Agreement in good faith and in a fair and reasonable manner.

## **ARTICLE 5 - UNION REPRESENTATION**

### **5.01 Union Representation**

The Union shall provide to the Employer the names of its Executive Committee members, including their areas of jurisdiction, as well as the names of the Representatives from RMA, along with the effective date and term of appointment.

The Union shall advise the Employer within ten (10) days of appointment or election or of any subsequent changes. All Union committee members and representatives who are Employees of RMA will have completed their probationary period with the Employer.

### **5.02 Representative Council**

The Employer agrees to recognize two (2) Representatives who are employees of RMA who will be authorized to represent RMA Employees and who will serve on the Union Representative Council as representatives of this bargaining unit. The Employer also agrees to recognize the members of the Union Executive Committee.

### **5.03 Negotiating Committee**

The Employer shall recognize a Union Negotiating Committee consisting of up to four (4) members. Not more than two (2) of these members may be external representatives and not Employees of the Employer. Two (2) members will be Employees of the Employer.

The Negotiating Committee is separate from other Union committees and will deal only with such matters as are properly the subject matter of negotiations for the renewal of this Agreement.

The two (2) members of the Union Negotiating Committee who are RMA Employees shall not suffer any loss of regular pay or benefits for the days of negotiations with the Employer up to, but not including, conciliation.

### **5.04 Union Release Time**

It is acknowledged by the parties that all Union Representatives have regular duties to perform. Therefore, Union Representatives who are Employees will not leave their duties without first obtaining the permission of their supervisor, or designate. Requests for Union release time, paid or unpaid, shall not be unreasonably withheld.

#### **(a) Paid Release Time**

Subject to the preamble of this clause, release time shall be granted, with no loss of regular pay or benefits, from regularly scheduled hours, for the following purposes:

- (i) representing the Union on committees and task forces at the invitation of the Employer;
- (ii) participating in Labour Management Committee meetings;
- (iii) representing Employees in grievances in meetings with the Employer;
- (iv) attending meetings with the Employer as an Union Representative; and

- (v) conducting Employee orientations in accordance with the Collective Agreement and
- (vi) assisting Employees with the Employer in Workplace Safety and Insurance Board (WSIB) matters.

**(b) Unpaid Release Time**

Subject to the preamble of this clause, any release time required by Representatives to attend to Union business other than for the purposes outlined above shall be granted and will be without pay or granted with an agreement that the time absent will be worked at a later date.

Should the Union wish to reimburse the Employer the wages and benefits of a Representative who is granted unpaid release time, the Union shall provide the Employer written notification. Upon receiving written notification, the Employer shall continue to pay the Representative for such release time under this Article and the Union will reimburse the Employer within thirty (30) days of billing.

(c) Union Representatives who are RMA Employees will complete the appropriate release form when attending to Union business on work time.

**(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 in accordance with Article 15.04.

**(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 in accordance with Article 15.04.

**5.05 Agreement Compliance**

No Employee will be required or permitted to make any written or verbal agreement that conflicts with the terms of this Agreement.

**5.06 Union Membership and Dues**

(a) The Employer will deduct an amount equivalent to the monthly Union dues from the monthly pay of each Employee in the bargaining unit, in the amount specified in writing by the Union, and shall remit same to the Union as soon as practicable and not later than five (5) days after the deduction is made.

(b) When the amounts specified under Article 5.06(a) are remitted, the Employer will inform the Union in writing of the names of Employees from whose pay deductions for Union dues have been made and the amount of dues deducted from each Employee's pay.

(c) The Union shall advise the Employer in writing at least thirty (30) days in advance of any change in the amount of its Union dues. It is agreed that the rate structure of the monthly dues requested shall not require deductions which are incompatible with the

Employer's payroll system.

- (d) The Union shall indemnify and save the Employer harmless from any claims or any liability arising from or as a result of the deduction or non-deduction of Union dues.
- (e) Every Employee will have the right to join the Union, and thereby participate in its activities.

**5.07 Union Bulletin Board**

The Employer agrees to provide a bulletin board within the offices of the Regional Medical Associates for the posting of Union material.

**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 6 - COMPLAINT/GRIEVANCE AND ARBITRATION PROCEDURE**

**6.01** It is the mutual desire of the Employer and the Union that all complaints and grievances shall be settled as quickly as possible.

**6.02 Union Grievance Committee**

- (a) The Employer shall recognize a Union Grievance Committee which consists of the Chairperson of the RMA Unit or her designate who is employed by RMA who is representing the grievor(s), President of the Local Union, and at Step two (2) the National Representative may attend meetings.
- (b) Recognizing that members of the Grievance Committee who are Employees have regular duties to perform, those Committee members who are Employees will be given time off work to fulfill their responsibilities under this Article. Before absenting themselves from their place of work, Employees must first obtain permission from their immediate supervisor. Such permission will not be unreasonably withheld.

**6.03 Grievance Definition**

A grievance is defined as any difference arising out of the interpretation, application,

administration or alleged violation of the provisions of this Agreement. Any reference in any article to the right to grieve by an Employee or by the Union is solely for the purpose of emphasis.

#### **6.04 Types of Grievances**

- (a)** Individual Grievance - a grievance initiated by one Employee.
- (b)** Group Grievance - a grievance affecting more than one Employee alleging the same violation of the Agreement. Such grievances shall be initiated within twenty (20) working days of the circumstances giving rise to the difference and will proceed to Step 1 of the grievance procedure. A group grievance shall be signed by each Employee who is grieving.
- (c)** Policy or Union Grievance - a grievance arising between the Employer and the Union on matters which involve the interpretation, application or administration of the Agreement in whole or in part. Such grievances shall be initiated within twenty (20) working days of the circumstances giving rise to the difference and will proceed to Step 2 of the grievance procedure.
- (d)** Employer Grievance - a grievance initiated by the Employer. Such grievances shall be initiated within twenty (20) working days of the circumstances giving rise to the difference and will proceed to Step 2 by filing such grievance with the President of the Union.

#### **6.05 Pre-Grievance Resolution**

- (a)** It is the mutual desire of the parties that complaints of Employees be addressed as quickly as possible and it is understood that an Employee will normally, in good faith, first give her immediate supervisor, or designate an opportunity to address the complaint.
- (b)** Complaints shall be brought to the attention of the Employee's immediate supervisor, or designate within twenty (20) Working Days after the Employee became aware or ought reasonably to have become aware of the incident or circumstances giving rise to the complaint. In the event the Employee feels she cannot give her immediate supervisor, or designate an opportunity to address the complaint she may file a grievance in accordance with Article 6.06(a).
- (c)** The supervisor, or designate will respond to the complaint within five (5) Working Days and, if the matter is not resolved, it may be taken up as a grievance.

#### **6.06 Step 1**

- (a) When an Employee wishes to file a grievance, she will consult a member of the Grievance Committee, and the written, dated grievance, signed by both of them will be delivered to the grievor's supervisor, or designate, within fifteen (15) working days of the supervisor's, or designate's, response to the pre-grievance step. A copy of the written grievance will also be delivered to the Executive Director of RMA.
- (b) The grievance will identify the nature of the grievance, including the articles alleged to be violated, and the remedy sought.
- (c) The supervisor, or designate, shall arrange to meet with the grievor within ten (10) working days of receipt of the grievance. The grievor shall be accompanied by up to two (2) members of the Grievance Committee, only one (1) of whom may be an Employee of RMA.
- (d) The grievor shall be given a written reply to the grievance within five (5) working days of the meeting, and a copy shall be sent to the Union.

#### **6.07 Step 2**

- (a) If the grievance is not resolved to the satisfaction of the grievor at Step One, the grievor may, within ten (10) working days of the date on which the supervisor's, or designate's, reply was or should have been given, deliver the written grievance to the Executive Director.
- (b) The Executive Director, or designate, shall arrange to meet with the grievor and the grievor's supervisor, or designate, within ten (10) working days of receipt of the grievance to discuss the merits of the grievance. The grievor shall be accompanied by two (2) members of the Grievance Committee, only one of whom may be an Employee of RMA.
- (c) The parties agree that Employee relations issues are normally best resolved on an informal basis between the parties. However, beginning at Step 2 and with at least three (3) working days notice, either party may be accompanied by legal counsel or another qualified consultant of their choice.
- (d) The Executive Director, or designate, shall give her reply in writing to the grievor within five (5) working days of the grievance meeting and a copy shall be sent to the Union.

#### **6.08 Step 3 – Arbitration**

- (a) Failing a satisfactory settlement at Step 2, the grievance may be referred to arbitration within fourteen (14) calendar days of the date on which the reply to Step 2 was given, or should have been given, but not thereafter.
- (b) No grievance may be submitted to arbitration which has not been properly carried through the Grievance Steps
- (c) When either party to this Agreement requests that a grievance be submitted to arbitration they

shall make such request in writing addressed to the other Party. The Employer and the Union shall select one person as arbitrator to whom such grievance may be submitted for arbitration in accordance with the Letter of Understanding regarding Roster of Arbitrators.

- (d) No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- (e) The arbitrator shall hear and determine the matter in dispute, and issue an award which shall be final and binding upon the parties to the Agreement. The arbitrator shall, however, have no authority to add to, subtract from, or alter any provision of this Agreement, or make an award which has such effect.
- (f) The arbitrator has all the duties and powers of an arbitration board as stated in the *Ontario Labour Relations Act, 1995*, as amended from time to time. In accordance with the Act, the arbitrator may extend the time for the taking of any step in the grievance or arbitration procedure under the Agreement, notwithstanding the expiration of such time, where the arbitrator is satisfied that there are reasonable grounds for the extension and that the opposite Party will not be substantially prejudiced by the extension.
- (g) Each of the parties hereto will share equally the fees and expenses of the Arbitrator. Each party shall bear the expenses of its representatives and participants and for the preparation and presentation of its own case.

#### **6.09 General**

- (a) The parties may agree in writing to extend the time limits for any step of the grievance procedure or for referring the matter to arbitration. The parties may also agree to waive any step in the grievance procedure.
- (b) In the event that a party fails to reply in writing within the time limits prescribed in the Grievance Procedure, the other Party may submit the matter to the next step as if a negative reply or denial had been received on the last day for the forwarding of such reply. When no action is taken to submit the matter to the next step within the time limits set out in this Article, the grievance will be deemed to have been withdrawn or settled, as the case may be.
- (c) When the Employer representative identified in two or more successive steps is the same, the grievance will be referred to the next step.
- (d) No grievance shall be deemed to be invalid due to a minor technical irregularity.
- (e) The employment of probationary Employees may be terminated at any time during the probationary period, and they will not have recourse to the grievance and arbitration procedure except as specified in Article 13.
- (f) In accordance with Article 12.04, any claim of unjust discipline or discharge will be submitted to the grievance and arbitration procedures Article 6 (Grievance Procedure) within five (5) working days from the date of receipt of the discipline by the Chair of the

Grievance Committee. In the case of suspension or discharge, the grievance will commence at Step 2. In all other cases of discipline, the grievance will commence at Step 1.

## **ARTICLE 7 – NO STRIKES OR LOCKOUTS**

- 7.01** There shall be no strike or lockout during the term of this Agreement. The words “strike” and “lockout” shall be as defined in the *Labour Relations Act* for the Province of Ontario.
- 7.02** In the event that any person represented by THE UNION, other than those in this bargaining unit, engages in a lawful strike or is lawfully locked out, an Employee covered by this agreement will not be required by the Employer to perform work normally done by that person.

## **ARTICLE 8 - NO DISCRIMINATION OR HARASSMENT**

- 8.01 (a)** The Parties agree that there will be no discrimination, interference, restrictions, coercion, or intimidation exercised on or practiced by the Employer or the Union in regard to any matter associated with the terms and conditions of employment of Employees by reason of age, ancestry, citizenship, colour, creed, ethnic origin, family status, handicap, language, marital status, nationality, place of origin, political or religious affiliation, race, receipt of public assistance, record of offences, gender, sexual orientation, same sex partnership nor by any other ground prohibited by the *Ontario Human Rights Code*.
- (b)** The Parties agree that there will be no discrimination, interference, restrictions, coercion, or intimidation exercised by reason of membership or non-membership or activity or lack of activity in the Union.
- 8.02** An Employee is not required to perform any duties of a personal nature not connected with the approved operations of the Employer.
- 8.03** In accordance with the *Ontario Human Rights Code* and Article 8.01, the parties acknowledge their respective roles in fulfilling the duty to accommodate. The Employer will accommodate Employees in accordance with the Code. The Union and the Employees will fully cooperate in the arrangement of such accommodation.
- 8.04** Sexual Harassment is comment or conduct of a sexual nature directed at an individual or group by another individual or group of the same or opposite sex where it is known, or ought reasonably to be known, that this attention is unwanted.
- 8.05** An Employee may elect to submit a grievance alleging sexual harassment or discrimination under the Collective Agreement.
- 8.06 General Harassment**
- (a)** The Parties agree to foster a harassment-free workplace.

**(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.

**8.07** Reprisals, retaliation, or threats of reprisals against anyone for pursuing their rights under this Article, for having participated in the procedures, or for acting in any role under these procedures are prohibited.

## **ARTICLE 9 – CORRESPONDENCE AND INFORMATION**

**9.01** All correspondence between the Employer and the Union relating to matters covered by this Agreement, except as otherwise specified in this Agreement, will pass between the President of the Union and the Executive Director of RMA or their designates.

**9.02** Where written notice is specified in the Agreement, the internal system of RMA – McMaster University will be deemed adequate means unless otherwise specified in this Agreement or unless unavailable, in which case written notice shall be by registered mail.

**9.03** The Employer will provide the Union with the following information in electronic or written form, as appropriate:

- (a)** monthly, a listing containing the names of all Employees in the bargaining unit, their job title, Employee identification number, salutation, employment start date, home address, home telephone number, hourly rate, normal weekly hours and workplace email address, however determined;
- (b)** monthly, a listing of all new hires and their Employee type (per article 3.02), of terminations, including resignations and retirements, and leaves;
- (c)** copies of appointment letters for new Employees, including the length of appointment, if applicable;
- (d)** notification of deaths of current Employees and of Employees moving outside the bargaining unit by email as they occur; and
- (e)** such other information as may be set out elsewhere in this Agreement that is required to be given.

**9.04** The Union agrees to provide the Employer with the following information in written and electronic form:

- (a)** a listing of the Officers and Representatives of the Union as they exist and forthwith as they are updated; and
- (b)** such other information as may be set out elsewhere in this Agreement that is required to be given.

## **ARTICLE 10 - HEALTH AND SAFETY**

### **10.01 General**

Regional Medical Associates is committed to providing and maintaining healthy and safe conditions and practices for all Employees.

The Parties agree that the Employer is responsible for the provision of information, programs and resources to maintain a safe and healthy workplace and to ensure compliance with all relevant statutes.

The supervisor, or designate, is accountable for the safety of Employees who work within her area of jurisdiction and for compliance with statutory requirements.

**10.02** No Employee will be disciplined for exercising her right to refuse unsafe work in accordance with the *Ontario Occupational Health and Safety Act*.

**10.03** The Employer will provide access to Basic First Aid /CPR and re-certification training at no cost to Employees. Training will be held during the work day. Employees will not leave their duties without first obtaining permission from their supervisor, or designate. Permission will not be unreasonably withheld. Employees will receive compensated time off to attend these sessions.

**10.04** The Employer shall provide First Aid kit(s) in the workplace. The number and location of First Aid kit(s) shall be reviewed annually by the Joint Health and Safety Committee.

### **10.05 Health and Safety Committee**

The parties agree that there will exist a Joint Health and Safety Committee comprised of one (1) Union representative and one (1) Employer representative. The Committee will be structured in accordance with the *Ontario Occupational Health and Safety Act* and its members will have the power and authority specified therein.

The parties agree to participate with the current Joint Health and Safety Committee for McMaster University's Downtown Centre. It is further agreed that recommendations pertaining to a safe and healthy workplace at RMA that arise from the Joint Health and Safety Committee (DTC) will be recommended to the Executive Director, RMA.

**10.06 (a)** The Employer agrees to pay the costs for basic certification training provided by the Workers Health & Safety Centre for one (1) Union representative and for an additional alternate Union representative.

**(b)** Approval to attend certification training will not be unreasonably withheld.

**10.07** Employees will suffer no loss of remuneration for time required to carry out their

responsibilities on the Joint Health and Safety Committees.

#### **10.08 Video Display Terminals**

No Employee is required to work continuously for more than one hour at a VDT without taking a ten (10) minute break away from the equipment. The Employee will not be given substitute work during this ten (10) minute period. These ten (10) minute breaks will replace other regularly scheduled paid breaks.

### **ARTICLE 11 - STAFF INFORMATION**

#### **11.01 Personnel Files**

- (a) The Employer and the Union agree that the Employer shall maintain personnel records. The Employee will advise the Executive Director, or designate, immediately if there is any change in personal data, such as name, address or telephone number, spouse and/or dependant, or any other information necessary to administer benefits.
- (b) The personnel file for the Employee shall include items concerning the record of employment including, but not limited to, the original application form, current job description, salary history and any performance appraisals, all of which is normally copied to the Employee concurrent with their addition to the file.
- (c) Employees shall have the right to examine their personnel files in the presence of the Executive Director or designate. Upon request and within a reasonable time following the request, Employees will be provided with a photocopy of specified documents from their files. The Employee is free to point out any alleged factual errors and proven errors will be corrected.
- (d) Upon receipt of a written request from the Employee, the supervisor will remove and destroy any discipline from Employee's personnel file provided that they are more than twelve (12) months old and no further disciplinary action of any nature has occurred during that twelve (12) month period.
- (e) Employees may supplement the contents of her personnel files with documents related to their employment by forwarding such documents to the Executive Director.

#### **11.02 Confidentiality of Personnel Files**

Access to personnel files will be limited to:

- (a) the Employee;
- (b) the Executive Director; and

(c) other persons authorized by the Executive Director in connection with personnel, administrative and/or labour relations matters.

**11.03 Employee Health Files**

All Employee health files will be kept in an area separate from all other personnel files and under secure conditions. The parties agree that this separate area will be in the RMA offices. Access will be limited to the RMA Executive Director or her designate when the Executive Director is unavailable, and such other authorized person who have a legitimate reason to access such files, it being understood that such persons may be required to supply or utilize such information from those files in respect of disability insurance plans, Workplace Safety and Insurance Board claims or other accommodation or compensation issues. Access to any other persons will only be provided with the prior approval of the Employee.

**ARTICLE 12 - PROGRESSIVE DISCIPLINE AND DISCHARGE**

**12.01** The Employer shall discipline or discharge an Employee only for just cause.

**12.02** The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Therefore, in most cases, discipline will be preceded by counselling.

**12.03** When the Employer is considering disciplining an Employee, the Employer will arrange with the Union Representative to meet. In the event that the Union Representative is not able to attend the meeting, the President of the Union, or her designate, will notify the Employer of the Union's Representative for said meeting. At this meeting, the Employer will advise the Employee of the reason(s) for the meeting and provide the Employee with an opportunity to respond.

Within five (5) working days of this meeting, or any additional meeting that the Employer may require, the Employer will advise the Employee of its decision. If discipline is to be imposed, the decision will be communicated orally and in writing at a further meeting. The Employee will be accompanied by a Union Representative at such a meeting. A copy of the discipline will be provided to the Chair of the Grievance Committee.

**12.04** Any claim of unjust discipline or discharge will be submitted to the grievance and arbitration procedures Article 6 (Grievance Procedure) within five (5) working days from the date of receipt of the discipline by the Chair of the Grievance Committee. In the case of suspension or discharge, the grievance will commence at step 2. In all other cases of discipline, the grievance will commence at Step 1.

**12.05** Upon receipt of a written request from the Employee, the supervisor will remove and destroy any discipline from Employee's personnel file provided that they are more than twelve (12) months old and no further disciplinary action of any nature has occurred during that twelve (12) month period.

## **ARTICLE 13 – PROBATIONARY EMPLOYMENT**

- 13.01** A newly-hired Employee will be on probation for a period of six (6) months.
- 13.02** The Employee will be advised of the Employer's expectations of successful job performance that she must meet by the end of probation.
- 13.03** 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 probationary 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 probationary period.
- 13.04** The employment of probationary Employees may be terminated at any time during the probationary period, and they will not have recourse to the grievance and arbitration procedure regarding their termination, unless the decision to terminate is made in bad faith, or is contrary to Article 8.01, or if the procedures prescribed by Articles 13.02 or 13.05 are not done. The Union President shall be notified in advance of any such termination and may choose to attend a meeting set for this purpose. A grievance alleging violation of these grounds will commence at Step 2.
- 13.05** In the event that the probationary Employee continues to be employed, at approximately two thirds of the way through the probationary period, the Employee's progress and performance will be reviewed. At the end of the probationary period, if the performance is deemed to be satisfactory, the appointment will be confirmed in writing.

## **ARTICLE 14 - SENIORITY**

- 14.01** Seniority is defined as the length of continuous service calculated from the most recent date of employment with the Employer.
- 14.02 Seniority List**
- (a)** The Employer will maintain a seniority list showing the date upon which the Employee commenced her most recent employment with the Employer.
- (b)** Only those Employees who have completed their Probationary Period as defined in Article 13 (Probationary Employment) will appear on the seniority list. Upon completion of the Probationary Period, the Employee will be added to the seniority list.
- (c)** An up-to-date seniority list will be sent to the Union and will be posted on the bulletin board twice annually. This list shall be used to determine seniority for the purposes of this Agreement. It shall be deemed correct until such time as an error is brought to the

attention of the Employer by the Union, and will not be retroactive if such an amendment would require a change to an Employer decision based on the earlier seniority list.

- 14.03** Seniority will continue to accrue and will not be affected by absence resulting from vacations, holidays, sick leave or injury, suspensions, or other leaves as provided for in this Agreement.
- 14.04** Employees will lose their seniority and will be deemed to have terminated their employment with the Employer for any of the following reasons:
- (a) they are discharged for just cause and not reinstated;
  - (b) they resign or retire;
  - (c) after a layoff they fail to return to work as per Article 17 (Recall Rights); and
  - (d) they are laid off for a period longer than provided in Article 17 (Recall Rights).
- 14.05** An Employee who accepts a position with the Employer outside the Bargaining Unit will cease to accrue seniority and will lose her status as an Employee, except as provided in Article 19.02. If she returns to a position in the Bargaining Unit within one (1) year from the date of such move, her seniority accrued at the time of leaving the Bargaining Unit will be restored.

## **ARTICLE 15 - HOURS OF WORK**

- 15.01** The provisions of this Article are intended to provide a basis for calculating compensation for time worked and shall not be construed as providing any guarantee as to the hours of work per day or per week, unless expressly stated.
- 15.02 Work Week**
- (a) The regular work week shall normally consist of thirty-five (35) hours per week, which shall normally consist of five (5) equal shifts of seven (7) hours.
  - (b) The Employer will include the normally scheduled daily and weekly hours of work in each job posting. The Employer will confirm at the time of appointment the normal schedule including normal start and end times.
- 15.03 Scheduling of Hours**
- (a) Where an Employee's regular schedule, shift or hours of work per week are to be changed on an ongoing basis, or the Employer wishes to introduce extended hours of work, the Union and the Employee shall be provided with a minimum of three (3) month's written notice of the change. The Employee may agree in writing to accept such change sooner after having consulted with a Representative of the Union.
  - (b) Where an Employee's regular schedule, shift or hours of work per week are to be changed

on an ongoing basis, and where such change causes hardship to the Employee, and provided the Union is in agreement, special consideration will be given to that Employee if she wished to be placed in a vacant position for which she has the qualifications, skills, ability and relevant experience to perform the work without training other than orientation.

#### **15.04 Flexible Work Scheduling Arrangements**

Employees may request individual flexible scheduling arrangements and variations to their work schedules. Subject to operational requirements, such requests will not be unreasonably denied. Such variations are to be determined between the Employee and her supervisor, it being understood that the normal hours of work per week will continue to be observed but the hours worked from day to day or in any one week may vary.

#### **15.05 Reporting Absences**

(a) Employees are responsible to report to work on time on each scheduled work day. When an Employee is absent from work, she will notify her supervisor by telephone before the beginning of the work period or as soon as practicable. This may be accomplished by leaving a voice message in the supervisor's voice mail. The Employee shall inform her supervisor of the reason for the absence, the expected time of her return to work and a phone number where she may be reached in her absence. Should the Employee's condition change during her absence such that there is a change to her expected date of return, she will notify her supervisor as soon as reasonably possible.

(b) In the event of personal illness or injury which is anticipated to cause an absence from work of ten (10) working days or more, the Employee shall contact the Executive Director or designate as soon as possible and maintain communication throughout the period of recovery on a reasonable schedule appropriate to the nature of the illness or injury to be established by the Executive Director of RMA, in consultation with the Union.

(c) The Employer shall where it determines appropriate, request that the Employee provide a medical certificate. When requested, the Employer shall reimburse the cost of the certificate on the provision of a receipt.

#### **15.06 Meal and Break Periods**

(a) The Employer provides one (1) thirty (30) minute unpaid meal period in the Employee's normal work day.

(b) In the event, that the Employer requests that an Employee work for two (2) or more consecutive hours beyond her regular hours for the work day, the Employee shall be entitled to receive one (1) thirty (30) minute unpaid meal period and where she takes such meal period she shall be reimbursed up to twelve dollars (\$12.00) for such meal upon the provision of a receipt.

(c) The Employer provides two (2) fifteen (15) minute non-concurrent paid break periods in the Employee's normal work day.

(d) Meal and break periods shall be scheduled according to the work needs of the unit and

shall be mutually agreed upon between the Employee and the supervisor. They are subject to change by the supervisor, if necessary due to the work needs of the unit.

- (e) An Employee will not be required to work through an unpaid or paid break. An Employee cannot, at her initiative, work through unpaid or paid break periods such that the time worked would be calculated as overtime worked or banked to accumulate paid time off.

#### **15.07 Additional Hours of Work and Overtime**

- (a) The parties recognize that the Employer may require the performance of additional hours of work and overtime. To the extent feasible, additional hours of work and overtime will be on a voluntary basis. Should sufficient Employees not be available to meet these requirements, Employees will be assigned to work the additional hours or overtime. Whenever possible, the Employer will provide reasonable notice of additional hours of work and overtime requirements. Where reasonable notice is not provided and except in the case of emergencies, the Employee may refuse to work additional hours of work and/or overtime.

- (b) The Employer will attempt to allocate additional hours of work and overtime on an equitable basis among available, qualified Employees who normally perform those duties.

#### **(c) Overtime**

Pursuant to the provisions of Article 15.02 (a), overtime is time worked by an Employee in excess of thirty-five (35) hours per week.

Where an Employee works overtime, the Employee shall be paid at an amount equal to one and one-half (1 1/2) times their regular hourly rate for each hour worked.

- (d) Employees whose regular hours are less than thirty-five (35) hours per week, will be paid overtime in the event that they work beyond thirty-five (35) hours in the week.
- (e) There shall be no duplicating or pyramiding of overtime or premium payments unless provided herein.
- (f) All additional hours of work or overtime hours of work must be authorized by the supervisor in advance of it being worked. The Employee and the supervisor will determine the mechanism required for such authorization. The supervisor may provide written authorization for overtime wherein an Employee may, with set limitations work overtime without specific authorization.

#### **(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.

- (ii) Upon termination, an Employee will be paid for outstanding accumulated overtime/lieu time.

**15.08 On-Call**

Employees in some positions, as part of their regular duties and responsibilities, may be required by her supervisor to be On Call. The following applies to such Employees in respect to On Call time:

- (a) While On Call, Employees must be available to attend at the work place within one (1) hour if such attendance is required, or otherwise be available to take remedial action.
- (b) The Employee shall receive three (3) hours as pay or time off in lieu for each day which she is required to be On Call.

**15.09 Call-Back/Call-In**

When an Employee, who has completed her normal work day and has left the Employer's premises, is required by the Employer to return to work or is required to attend work on a regularly scheduled day off, she shall be entitled to the greater of her time worked at her regular rate or three (3) hours.

**15.10 Log on and Telephone Consultation Pay**

An Employee who is required by the Employer to log-on from her home to the Employer's computer system or to engage in a telephone conversation to conduct work will be paid a minimum of one (1) hour or the actual time worked at one and one half (1 ½) times the Employee's regular hourly rate whichever is greater.

- 15.11** It is agreed that should the aggregate hours of any Employee surpass 35 hours in a work week either through scheduled hours, additional hours or Articles 15.08,15.09 or 15.10, the time in excess of thirty-five hours will be compensated at time and a half (1 ½).

**15.12 Emergency/Inclement Weather Compensation**

When the Employer or the Hamilton Wentworth District School Board is closed on account of an emergency or inclement weather, Employees are not expected to be at work, but will be paid the normal pay and benefits for their scheduled shift. Employees who are already at work when the Employer or the Hamilton Wentworth District School Board declares the workplace closed, may leave work with no loss of pay or benefits. Employees who work despite not being required to work, during such a closure will receive no premium.

**15.13 Mileage**

Employees who use their own vehicle to conduct Employer business will be compensated at the rate of forty cents (\$0.40) per kilometre.

## **ARTICLE 16 - LEAVES OF ABSENCE**

### **16.01 Bereavement**

An Employee shall be entitled to a leave of absence with pay in the event of the death of a member of her family.

- (a) For "immediate family" member defined as spouse, son, daughter, children of the Employee's spouse, children of common law spouse, step-children, ward, brother, sister, father and mother, five (5) consecutive working days of paid leave at her regular rate of pay will be given commencing when the Employee becomes aware of the death of the family member.
- (b) For "extended family" member defined as father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandmother and grandfather, grandparents of the Employee's spouse, step-mother and step-father, three (3) consecutive working days of paid leave at her regular rate of pay will be given commencing when the Employee becomes aware of the death of the family member.
- (c) Where an Employee's scheduled vacation is interrupted due to the death of a member of her family, the Employee shall be entitled to bereavement leave in accordance with Article 16.01 (a) or (b). The portion of the Employee's vacation which is deemed to be bereavement leave shall be rescheduled in accordance with Article 16.04(b).
- (d) In the event of the death of a relative other than those mentioned in this Article, the employee will be entitled to one (1) day off without loss of pay to attend the funeral.

If extensive travel is required, an additional leave with pay to a maximum of two (2) days may be granted at the discretion and approval of the supervisor.

### **16.02 Jury Duty / Witness Duty**

Paid leave shall be granted to an Employee required, under summons or subpoena, to serve as a juror or witness. Paid leave shall not be granted when the Employee is a party to the court proceedings.

The Employee shall provide the Executive Director with a copy of the summons or subpoena which indicates the period of jury duty or witness service required as soon as possible after receipt of same.

### **16.03 Unpaid Personal Leave**

- (a) A personal leave may be granted for a variety of reasons for a period of up to twelve (12) months at the discretion and approval of the Executive Director. The Employee may continue to participate in the Employer benefit plans, provided she pays both the Employee and the Employer benefit plan premiums in advance.
- (b) Upon return to work from an unpaid personal leave, the Employee will resume her former position provided that it still exists, with full corresponding wage and benefits. In the event that an Employee's position becomes redundant during the period of an approved leave of absence the provisions of Article 17 shall apply.

## 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.

### (b) Scheduling

All vacation days are scheduled by mutual agreement between the supervisor and the Employee, subject to work requirements. Any vacation request granted is only valid in respect of the classification for which it was granted.

Employees shall submit vacation requests as far in advance as possible. Requests for vacation shall not be unreasonably denied. The granting/denial of a vacation request shall normally be given within twenty (20) working days of the request.

In the normal course, all summer vacation requests (ie. requests for July and August) shall be submitted by April 30<sup>th</sup> of each year. The maximum time that may be granted during this first round of consideration is two (2) weeks together. Vacation requests, where there is a conflict, will be granted in accordance with this article and based on seniority. Requests in round two or any additional requests will be granted subject to seniority. Thereafter, requests made after the submission deadline will be considered on a first come, first served basis.

**(c) Vacation Year**

- (i)** Vacation days are earned in the benefit year, the twelve (12) month period from July 1 to June 30. Vacation days are taken in the calendar year, the twelve (12) month period from January 1 to December 31.
- (ii)** Vacation days taken must not exceed vacation days earned.

**(d) Carryover**

Each Employee should take her full amount of vacation entitlement within the appropriate calendar year. A supervisor and Employee must make every effort to ensure the Employee takes her full entitlement of vacation within the appropriate period. Notwithstanding the above, carryover of up to five (5) days of vacation to the following calendar year may be granted by the supervisor at the Employee's request. In the event that operational necessities identified by the supervisor prevent the scheduling of vacation days, such vacation days will be carried over to the following calendar year. In any event, any carry over from the prior year must be used no later than the end of the first week of January.

**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), 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.

**(b) Leaves**

Employees on an unpaid leave of absence for twenty- one (21) calendar days or less are entitled to compensation for the paid holiday(s) which fall in the period commencing on the first day of the leave and ending on the day of return to work. The compensation will be:

- by payment for paid holidays in the leave of absence period, or;
- by time off in lieu following her return from the leave of absence.

**(c) Working on a Paid Holiday**

If an Employee is scheduled to work on a paid holiday, she shall receive either:

- pay for all hours worked on such day at the rate of one and one-half (1½) times the Employee's regular straight time rate of pay in addition to her regular straight time rate of pay, or;

- pay for all hours worked on such day at the rate of one and one-half (1½) times the Employee's regular straight time rate of pay and a lieu day off at regular straight time rate of pay taken at a time mutually agreeable to the Employee and her supervisor.

(d) Paid holidays for all part-time Employees shall be paid on a proportional basis.

## 16.06 Family Leave

### (a) Pregnancy Leave

#### **Length of Leave**

A pregnant Employee is entitled to pregnancy leave according to the *Employment Standards Act*.

#### **Benefits While on Pregnancy Leave**

An Employee on pregnancy leave will be entitled to maintain all prescribed benefits as outlined in the *Employment Standards Act*.

#### **Supplementary Unemployment Benefit (S.U.B.)**

Pregnancy Leave benefits supplement payments made by Employment Insurance (EI) and this program are registered under the *EI Act*. Benefits are determined and payable based on your income and long term appointment status in a manner similar to that used by EI.

In order to be eligible for S.U.B. benefits an employee must be employed by the employer for at least one (1) year and be eligible for and receive E.I. benefits. Members will be entitled to Pregnancy Leave Benefits S.U.B. for up to seventeen (17) weeks at 90% of the salary less the amount of Employment Insurance Benefits received.

All benefits paid from the S.U.B. Fund must be in accordance with the agreement filed by the Employer with Human Resources Development Canada. As part of these requirements, all such payments by the Employer can only commence when the member provides proof that she is receiving EI benefits or she is disqualified from EI benefits because of an insufficient number of insurable weeks or that EI benefits have been exhausted or she is in the EI waiting period. Employees should understand that such proof will not be made available until after the leave has commenced and hence Employer payments will be retroactive.

All SUB Plan amendments are subject to the approval of Human Resources Development Canada.

### (b) Parental Leave

Parental Leave refers to a leave of absence following the birth of a child, or the coming of the child into the Employee's custody, care and control for the first time, in accordance with the *Employment Standards Act*.

**Length of Leave**

An Employee is entitled to parental leave according to the *Employment Standards Act*.

**Benefits While on Parental Leave**

An Employee on parental leave will be entitled to maintain all prescribed benefits as outlined in the *Employment Standards Act*.

**Parental Supplemental Employment Benefit**

In order to be eligible for S.U.B. benefits an employee must be employed by the employer for at least one (1) year and be eligible for and receive E.I. benefits. Employees on parental leave will be entitled to supplemental employment benefits (SUB) for up to seventeen (17) weeks at 90% of their regular salary less the amount of Employment Insurance benefits received. The period of benefits seventeen (17) may be taken by one parent or divided between the two parents. Employees on parental leave will be subject to the procedures described in Article 16.06(a) when claiming SUB benefits.

**Alternative Two (2) Week Parental Leave**

Instead of taking a parental SUB, a full-time or regular part-time Employee who has completed at least six (6) months continuous service with the Employer is entitled to two (2) consecutive weeks leave without loss of salary upon the birth or adoption of her child. The Employee shall notify the Employer in writing of her choice in this regard upon notice of the leave.

- (c) An Employee who has taken the Supplementary Unemployment Benefit under Article 16.06 (a) is not entitled to the SUB Benefit or the two (2) consecutive week leave option under Article 16.06 (b) for the same child.

**16.07 Union Leave**

- (a) An Employee who is
- (i) appointed, selected or elected to work for CAW Local Union 555, or
  - (ii) appointed or elected to a position within the CAW-Canada, or
  - (iii) appointed, selected or elected by the CAW-Canada or the Local Union to a position within the Canadian Labour Congress (CLC), or a position within the provincial or district CLC Councils, or Ontario Federation of Labour shall at the written request of the CAW-Canada or the Local Union shall receive a leave of absence without pay and benefits for the duration of the appointment or terms of office.
- (b) An Employee appointed to a position identified as one of a Labour Member of a government agency shall at the written request of the CAW-Canada or Local Union receive a leave of absence without pay and benefits for the duration of the appointment.
- (c) The Employee and/or the Union will notify the Employer in writing at least one (1) month in advance of the leave of absence, whenever possible.

**(d) Leave Extension**

If an Employee requires an extension of the leave of absence under Article 16.07, she must submit the request in writing at least four (4) weeks prior to the desired start of the extended leave period, to her immediate supervisor, who will forward a copy to the Executive Director.

The Executive Director will inform the Employee of the status of the request, in writing, no later than ten (10) working days following the receipt of the request. Granting of permission of the leave extension will not be unreasonably withheld provided that the leave can be reasonably accommodated.

**(e) Return to Work**

Upon return to work from a Union Leave, the Employee will resume her former position with full corresponding salary and benefits.

**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*.

**ARTICLE 17 - REDUNDANCY - LAYOFF AND RECALL**

**17.01 Workforce Reduction**

The Employer may declare a position redundant or reduce the hours of a position for reasons that include: lack of work, reorganization of duties or reduction of services.

For the purposes of a reduction in hours, this Article shall apply to those Employees whose hours have been reduced by 10% or more from those specified at the time of the Employee's appointment. For reductions of less than this amount, notice will be given to the Union in accordance with Article 15.03 (a) and the Union may meet with the Employer to discuss such reduction.

**17.02 Measures to Avoid or Minimize the Impact of Layoff**

**(a)** There will be no layoffs until a reasonable attempt has been made by the Employer to make the necessary reductions in the workforce through attrition.

**(b)** Redundant Employees in the affected positions will be identified for the purposes of lay off in inverse order of seniority. Probationary and Limited Term Employees shall be identified prior to seniority Employees, provided that the remaining Employees can carry out the remaining work without training other than orientation.

**(c)** Prior to implementation of the provisions of this Article, the Employer will meet with the Union and will inform the Union of the Employer's intentions including identification of the affected Employee(s) and the reasons for the redundancy. At this meeting, the parties may discuss and agree to alternative arrangements that meet operational needs and eliminate the need for, or limit the impact of layoffs.

(d) As a direct result of a layoff or attrition no Employees shall have their regular workload increased beyond a reasonable level.

**17.03 Eligibility**

(a) Continuing Employees as set out in Article 3.02 who have successfully completed their probationary period and whose position is declared redundant or whose hours have been reduced by 10% or more from those specified at the time of their appointment are eligible to participate in the processes set out in Article 17.

(b) Probationary and Limited Term Employees whose employment is ended prior to the contract end date, are eligible only for notice under Article 17.04 (a). None of the other provisions of Article 17 shall apply.

**17.04 Notice of Layoff**

(a) The Employee(s) who are declared redundant in the first instance who are subject to layoff and those whose hours have been reduced by 10% or more will be given written notice of at least the following:

in probationary period	1 week
over probationary period but less than 3 yrs	6 weeks
3 years but less than 5 years	8 weeks
5 years but less than 10 years	10 weeks
10 years or more	12 weeks

In addition, where it is possible for the Employer to provide additional notice of layoff it shall do so.

(b) Notice shall begin on the date on which it was received. Normally, a meeting shall be arranged for the delivery of such notice. The Union shall be notified in advance of such meeting and may choose to attend. A copy of the written notice shall be provided to the Union.

(c) Upon receiving notice, an Employee will be informed of her choices under Article 17, including priority placement and displacement, layoff and recall. An Employee is required to indicate her intention to participate in Priority Placement in accordance with Article 17.05 no later than ten (10) days after receiving the notice of layoff. If the notice has been issued due to a reduction in hours under Article 17.01, the Employee may accept the reduction or access the provisions of this Article.

(d) While an Employee is expected to continue to work as assigned during the notice period, the Employer may invoke the layoff and continue to pay the Employee for the duration of the notice period. In this case, the Employee still retains the rights pursuant to Article 17.05 (Priority Placement) and Article 17.06 (Displacement).

(e) During the notice period, an Employee will be afforded reasonable time off to seek alternative employment, subject to the advance approval of the Employee's immediate supervisor. Such approval will not be unreasonably withheld.

### **17.05 Priority Placement**

- (a) During the notice period, an Employee who elects to participate in Priority Placement will be placed in a vacancy at the same or lower pay grade provided she possesses the qualifications, skills, ability, and relevant experience to perform the work of the vacant position without training other than orientation. The Employer will endeavour to place the Employee in a vacant job that is materially the same as the one from which the Employee has been made redundant. An Employee must exhaust her options under Priority Placement before she may participate in the Displacement process.
- (b) If there are two (2) or more vacant positions for which the Employee is eligible, the preference of the Employee will prevail.
- (c) An Employee who chooses not to participate or fails to elect to participate in Priority Placement will be laid off at the end of her notice period and placed on a recall list for eighteen (18) months or twenty-four (24) months as applicable under Article 17.08(a).
- (d) If after having elected to participate in Priority Placement the Employee rejects a Placement she will forego any right to displacement.
- (e) If the vacant position into which an Employee is placed under this Article is in a lower pay level, the Employee's rate of pay will be "red circled", i.e. it will be frozen until the rate of her new position meets or exceeds her current rate. The Employer reserves the right to not priority place an Employee where the reduction in salary between the Employee's current rate and the rate of the suitable vacancy exceeds 20%.
- (f) An Employee who has not received Priority Placement must choose one of the options listed below two (2) weeks prior to the termination of the notice period. This choice will become effective at the end of the notice period if a priority placement is not found.

  - (i) displacement as in Article 17.06 (Displacement); or
  - (ii) layoff with recall rights as in Article 17.08 (Recall Rights).

### **17.06 Displacement**

- (a) Probationary and temporary Employees in the department affected will be laid off as expeditiously as is consistent with the continuous efficient and orderly operation of the Employer, provided that the laid off seniority Employee who displaces the probationary or temporary Employee has the ability to perform the duties of the Employee displaced.
- (b) In accordance with 17.02 (b), the Employer will determine the junior Employee in the classification to be affected by the layoff or reduction of hours. This Employee, who is subject to layoff, shall be entitled to displace an Employee with less seniority who is the least senior Employee in another classification with the same pay provided that she is capable of performing the work of the displaced Employee.
- (c) In the event the affected Employee is unable to displace another Employee under (b), the Employee shall be entitled to displace an Employee with less seniority who is the least senior Employee in the next lower pay grade provided that she is capable of performing the work of

the displaced Employee.

If there is more than one classification in the next lower pay grade, the Employee shall first be entitled to displace the least senior Employee in the classification which she previously held.

- (d) In the event the affected Employee is unable to displace an Employee under (c), the Employee shall continue to be entitled to displace a less senior Employee who is the least senior Employee in the next lower pay grades, until she displaces another Employee or until all classifications within the Bargaining Unit have been considered.
- (e) In the event that the Employee chooses not to displace or fails to displace an Employee, the Employee shall be deemed to have accepted the layoff and shall be laid off with Recall Rights in accordance with 17.08 (Layoff and Recall).
- (f) An Employee displaced under the foregoing procedure shall exercise the rights set forth in (b), (c), (d) and (e) above.
- (g) An Employee who bumps into a classification in a lower pay grade shall be placed at the step of the grid which is closest to but less than the Employee's wage rate.

**17.07** It is expressly understood that an Employee who is bumped from her position is deemed to have received notice of layoff effective the date that it was received by the initially laid off Employee.

**17.08 Layoff and Recall**

- (a) Employees 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 from the date of initial layoff.
- (b) Seniority will continue to accrue during a layoff.
- (c) The Employer will continue to pay its share of benefit premiums under Article 22 to the end of the month following the month in which the layoff occurs. Subject to coverage being available in the marketplace, an Employee on layoff may continue to participate in the benefit plans, provided that she pays 100% of the premiums, in advance, for six (6) month intervals renewable through the period of the layoff.
- (d) Employees on the recall list will be recalled, in order of seniority, to vacant positions in the same or lower pay level as they held at the time of layoff, provided they possess the qualifications, skills, ability, and relevant experience to perform the work of the vacant position without training other than orientation.
- (e) An Employee who has been laid off and remains eligible for recall will be recalled to the job she held at the time of layoff should such position become available during the first twelve (12) month period following layoff.
- (f) An Employee will be required to accept recall where the available position is at the same pay level, has at least the same number of hours of work, and is in the same employment category as the position that the Employee held at time of layoff. If the Employee declines such recall,

she will be considered to have resigned and will be deemed to have terminated.

- (g) Notice of recall will be made by registered mail to the Employee's last address on file with the Employer. A copy will be sent to the Union. It is the responsibility of an Employee to keep the Employer informed of her current address.
- (h) An Employee will respond to the Employer within five (5) working days of receipt of notice of recall with her intention to accept or, if applicable, decline recall. If a laid-off Employee fails to notify the Employer of her intention to accept or, where applicable, to decline recall in accordance with (f), or having accepted recall, fails to report for work on the recall date specified by the Employer without justification, the Employee will be considered to have resigned, and the employment relationship of that Employee will be deemed to have been terminated.
- (i) Except in the case of Priority Placements, no appointments will be made to vacant bargaining unit positions until all Employees on layoff who have the qualifications, skills, ability, and relevant experience to perform the available work have had the opportunity to accept recall to the vacant position.
- (j) If an Employee has been laid off for a period beyond the limits of her recall rights without having been recalled, she will be deemed to have been terminated.
- (k) While on layoff, an Employee will be eligible to participate under the terms of the Waiver of Tuition Fees for Dependents, Bursary for Dependents and Tuition Assistance, for the full academic term (4 months) following the academic term in which the date of the layoff occurred.

**17.09 General**

- (a) The operation of Article 17, Redundancy - Layoff and Recall, shall not be construed as a violation of Article 18, Appointments and Promotions.
- (b) An Employee who terminates her employment subsequent to receiving notice of layoff will be deemed to have abandoned any rights under Article 17.
- (c) Priority for placement in a vacant position will first be given to an Employee who has elected Priority Placement and next to an Employee who is on layoff and has recall rights. An Employee eligible for Priority Placement need not be considered for a vacant position after the closing date of the most recent job posting for that position.

**ARTICLE 18 – APPOINTMENTS AND PROMOTIONS**

- 18.01 (a)** Vacancies will be posted at the Employer for a period of at least five (5) working days on the bulletin board. The Employer shall give first consideration to current Employees. Nothing herein shall preclude the Employer from advertising and accepting internal and external applicants concurrently.

- (b) The job posting shall include the following information:
  - A job title and description of the position;
  - A wage range;
  - A required qualifications, skills, ability and relevant job experience;
  - A normally scheduled daily and weekly hours of work, if applicable;
  - A the current employment type of the job - continuing or limited term;
  - A date the position is anticipated to be filled;
  - A closing date of the competition, i.e. job posting;
  - A application requirements;
  - A the restriction of applications to current Employees, if applicable; and
  - A the job is in the RMA/UNION bargaining unit.
- (c) For posted positions, a current job description will be made available to the applicants for their review.
- (d) To be eligible to apply for posted vacancies, Employees must have completed their probationary period.

## **18.02 Application Process**

- (a) Applicants are required to submit an updated resume with their application letter as per the instructions on the posting notice.
- (b) All applications will be considered in confidence.
- (c) All Employee applicants to the posted vacancy who may be qualified for the position and who apply within the initial five (5) working day period outlined in Article 18.01(a) will be considered. Employees who, in the opinion of the Employer, are most qualified will be interviewed first. After completing any internal interviews the Employer retains the discretion to consider and interview external applicants in the selection process, along with the internal Employee applicants who have already received interviews, in order to determine who is the best qualified candidate.

## **18.03 Selection of Successful Candidate(s)**

The Employer will base its selection of the successful applicant to fill a posted vacancy on the applicant's overall qualifications, skills, ability and relevant experience for the position. If the selection is to be made from two (2) or more applicants whose qualifications, skills, ability and relevant experience are considered to be relatively equal, preference will be given to the Employee with the greater seniority.

- (a) The Employer will notify the successful applicant. The name of the successful applicant will be posted on the RMA-UNION bulletin board. The Union will be notified of the name of the successful applicant.
- (b) At the conclusion of the selection process, the Employer will notify the unsuccessful applicants of the selection decision. Unsuccessful applicants may then request a follow-up meeting with the Employer for the purpose of receiving advice on their

application.

**18.05** In the event that the position becomes vacant again within three (3) months of the original posting date, the Employer may elect to reconsider the original applicants without re-posting the position and will so advise the Union.

**18.06** No Employee will be required to accept a transfer or promotion to a position outside of the bargaining unit without that Employee's consent.

## **ARTICLE 19 - STAFF DEVELOPMENT**

### **19.01 Career Growth Opportunities**

The Employer recognizes the career growth value to Employees who have an opportunity to fill assignments/vacancies such as replacing Employees on leave of absence. All posted temporary assignments/vacancies at RMA will be available as Career Growth opportunities unless specifically stated otherwise. Such exclusions will not be made unreasonably. Selection will be made in accordance with Article 18.03. Employees may apply for posted, temporary assignments/vacancies and, if appointed, maintain benefits associated with their regular position for the duration of the assignment.

Temporary assignments on this basis will be made subject to the following conditions:

- (a) All Career Growth Opportunities must be posted.
- (b) The Employee must have at least one year's seniority.
- (c) The temporary assignment will normally be:
  - (i) for a maximum of twelve (12) months, or such longer period that the Employer and the Union shall agree in writing; and
  - (ii) related to the Employee's career growth.
- (d) A career growth opportunity may be extended with the agreement of the Employee and the Executive Director. In such cases, the Union will be notified.
- (e) Release of the Employee from her regular position is subject to the continued satisfactory operation of the regular position and its department. The release decision rests with the Executive Director of RMA and permission of release shall not be unreasonably withheld.
- (f) An Employee may take advantage of this opportunity no more than once in any twenty-four (24) month period as measured from the start date of the first temporary assignment. It is expressly understood however that this shall not apply to career growth opportunities internal to RMA.
- (g) The position regularly held by the Employee will be held open for the return of the incumbent at the end of the temporary assignment. During this period, the position may

be filled on a temporary basis. Should the position regularly held by the Employee be eliminated during the Employee's absence, the Employee will be given appropriate notice in accordance with Article 17.

- (h) The wage rate of the Employee filling the temporary vacancy shall be in accordance with that of the position she is filling and, in any event, no less than her current rate.
- (i) Should the temporary assignment/vacancy become a permanent vacancy, the position shall be posted in accordance with Article 18.

#### **19.02 Career Growth Opportunities External to the Bargaining Unit**

With the prior approval of the Executive Director, and notice to the Union, an Employee may accept an appointment to a position with the Employer that is external to the bargaining unit. The Employee may return to her position if her appointment is for six (6) months or less or for a maternity leave or LTD assignment which would not exceed twelve (12) months. Her benefits, vacations, Unions dues, etc. will continue to be covered by this Agreement. Upon her return to the bargaining unit, her full seniority will be maintained, including time spent on the external appointment.

### **ARTICLE 20 – LABOUR MANAGEMENT COMMITTEE**

- 20.01** The Union and the Employer acknowledge the mutual benefits to be derived from joint discussion and consultation, and agree to establish a Labour Management Committee. This Committee will attempt to foster effective communications and working relationships between the Parties, and to maintain a spirit of mutual co-operation and respect. This Committee will review matters of concern arising from the application of the Agreement.
- 20.02** The Labour Management Committee will be composed of two (2) Union Representatives, of whom one shall be the Executive Assistant (Union) or such designate as the Union may appoint, and two (2) representatives of the Employer, of whom one will be the Executive Director of RMA or designate. A quorum will be all four (4) members. The Committee shall select, from itself, one Union member and one Employer member to serve as joint Chairs who shall be responsible for preparing a mutually agreed upon agenda and for presiding over the meeting.
- 20.03** The Employer shall supply support for the Committee to take minutes, circulate notices of meetings and agendas.
- 20.04** The Committee shall approve minutes taken and publicly post minutes and agendas. Agendas shall be posted at least seven (7) days prior to the date of meeting.
- 20.05** The Committee, when it reaches a decision to make a recommendation, will forward such recommendation to their respective parties.
- 20.06** The Committee shall meet at least once every three (3) months, and at other times as mutually determined. The Parties may mutually agree to cancel any scheduled meeting.

## **ARTICLE 21 - COMPENSATION**

### **21.01 Job Evaluation**

The Employer and the Union agree that job evaluation is an ongoing process which assists in the development of the wages for Employees.

### **21.02 Step Placement and Progression**

#### **(a) Step Placement for an Initial Appointment**

The starting wage on initial appointment of a new Employee will be determined by the Employer, taking into account pertinent previous experience; such wage must be the equivalent of a step on the grid of the job classification and no less than the Start Rate of the applicable job classification. When an Employee is hired at a step above the Start Rate, the Employer will notify the Union.

#### **(b) Step Progression**

- (i)** All Employees who have completed their probationary period and whose wage is below the maximum for their job classification will advance through the wage grid by way of set progression increments until the highest step is attained.
- (ii)** For those Employees who are hired, transferred, or promoted to a new higher rated job classification, progression through the steps in the wage grid will occur on the anniversary date of the Employee's placement in the new higher rated position.
- (iii)** Changes to the Employee's basic rate of pay on anniversary dates will be effective on the first day of the next full pay period.
- (iv)** The Employer may move Employees through the wage grid at an accelerated rate.

### **21.03 Over Maximum**

An Employee whose wage rate is above the highest step in the wage grid, will be administered as over-maximum. Such Employees will not be eligible for any wage rate increases until their wage rate is less than or equal to the highest rate of pay in the job classification. Employees who are over maximum will receive a lumpsum amount equal to the Across-The-Board salary increases for any particular year.

#### **21.04 Promotions**

- (a)** To receive a promotional increase, an Employee must have a definite change in job status under one of the following conditions:
  - (i)** the Employee obtains a position in a higher rated job classification;
  - (ii)** the Employee's position is reclassified to a higher rated job classification.
- (b)** Promotional increases recognize a change in an Employee's responsibilities as defined in Article 21.04 (a) above. Employees moved to a higher rated job classification shall be placed at a step in the new job's grid that represents, as a minimum, at least a 5% increase from the previous wage but, in any case, not less than the start rate for the new position and not more than the highest step of the new job classification. At its discretion the Employer may place the Employee at a higher step on the grid.

#### **21.05 Demotions**

In the event of a reclassification downward, the incumbent shall not normally suffer a loss of wages.

Transfers to a lower rated position than the Employee's current job classification will result in a reduction in wage when:

- (a)** an Employee applies for a lower rated posted position; or
- (b)** the transfer results from Displacement or Recall Rights.

#### **21.06 Lateral Transfers**

Wage increases will not be granted when an Employee transfers to another similarly rated position. There shall be no change in anniversary date resulting from such lateral transfer.

#### **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% 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 15<sup>th</sup> 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 15<sup>th</sup> 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.

## **21.09 Deductions**

Deductions from the Employee's pay include:

- (a) Statutory deductions, Income Tax, Canada Pension Plan contributions, Employment Insurance contributions;
- (b) Union Membership dues;
- (c) Benefit deductions, such as the Pension Plan, Long Term Disability, Accidental Death and Dismemberment, etc.;
- (d) Deductions which may be ordered by the Court. If an Employee's wages are garnisheed in accordance with a court order, the Employer will notify the Employee in advance of the adjustment of the bank payroll deposit.
- (e) Other deductions agreed upon by the Employee.

## **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.

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.

## **22.02 Pension Plan**

Eligible Employees can participate in the "Salaried Pension Plan for Employees of McMaster University". The Employer will ensure that this Plan is administered in accordance with the terms and conditions of the Plan approved by the Board of Governors. Changes to the Pension Plan, including submissions for improvement from the Union, are subject to the agreement of the Pension Trust Committee and ratification by the Board of Governors.

RMA recognizes that Employees have the right to participate in the programme the Pension Plan text refers to as the "Pre-Retirement Reduced Workload Policy". In that context where in that policy appear the words "university" will be read to mean the Employer in this Collective Agreement.

## **22.03 Major Medical Plan**

The Employer shall pay 100% of the billed rates of premium for all eligible Employees, for the Major Medical Plan at the date of ratification.

Participation in this programme is a condition of employment. Eligible Employees must enroll their eligible family members before benefits are provided.

Employees who work less than half time (17.5 hrs per week) are not eligible for 100% of premium paid by the Employer and participation is optional.

**22.04 Dental Plan**

The Employer shall pay 100% of the billed rates of premium for all eligible Employees to provide the Dental Plan at the date of ratification.

Participation in this programme is a condition of employment. However, Employees who have coverage through their spouse or who work less than half time (17.5 hrs per week), may opt not to participate. Eligible Employees must enroll their eligible family members before benefits are provided.

**22.05 Group Life Insurance Program**

The Employer will pay 100% of the billed rate of premiums for Employees for Basic Coverage in accordance with the Group Life Insurance Plan at the date of ratification.

Employees may elect to take additional coverage in accordance with the provisions and regulations governing optional coverage as specified in the Group Life Insurance Plan.

Participation in this Plan is a condition of employment.

**22.06 Accidental Death and Dismemberment Plan**

The Employer will continue to make this plan available for eligible Employees. An Employee who elects to participate will pay 100% of her billed rate of premium.

**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 full salary continuance for five (5) to ten (10) years service, and;
- (iii)** a maximum of six (6) months 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.

**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) 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.

**22.10 Employee Assistance Program**

The Employer shall pay 100% of the billed rates of premium for all eligible Employees to provide the Employee Assistance Program which is in effect as of the date of ratification.

**22.11 Benefit Improvements**

As soon as possible after ratification, the Vision Care benefit will provide that:

- Eye examination will be reimbursed at \$85.00 per person every 24 months.

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

- paramedical benefit to increase to a maximum of \$600 per year with no per visit maximum.

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

- the Rx05 Managed Drug Formulary will be implemented. Diagnostic equipment & extension devices will be provided on the same basis as now available through the drug plan, but separate from the drug plan. It is expressly understood that lifestyle drugs are excluded.

The parties agree to an appeal process. (see attached)

**ARTICLE 23 - SUBCONTRACTING OR TECHNOLOGICAL CHANGE**

**23.01 Sub Contracting**

- (a) The Employer will not contract out any work that is performed by Employees in the Bargaining Unit at the effective date of the agreement.

- (b) Current practices and operations shall be agreed upon by the Union in writing until such time that an agreement is reached, Article 23.01 (a) only will apply.

### **23.02 Technological Change**

- (a) “*Technological change*” means the introduction or addition of equipment, machines, software or instruments or the modification thereof resulting in any change to work methods, reduction in hours or operations affecting one (1) or more Employee(s).

- (b) **Advance Notice and Disclosure**

- (i) In the event the Employer plans technological change(s) or reorganization resulting from technological change, the Employer shall give the Union a minimum of six (6) months’ written notice of such technological change.

- (ii) The Employer and Union agree to bargain collectively on terms and conditions and security of employment respecting the technological change, notwithstanding that a collective agreement has been entered into for a given term. Bargaining shall commence within thirty (30) days of notice having been given under Article 23.02 (b)(i).

- (c) The notice referred to in Article 23.02 (b) above shall be in writing and shall state:

- (a) the nature of the technological change or reorganization;
  - (b) the date on which the Employer proposes to effect the technological change or reorganization;
  - (c) the approximate number and classification of Employees likely to be affected by the technological change or reorganization;
  - (d) the effect that the technological change or reorganization is likely to have on the terms and conditions and security of employment of the Employees affected; and
  - (e) the number of jobs and job classification to be abolished and the number of new jobs and job classifications to be created by the proposed technological change or reorganization to the maximum effect that such information is then available.

### **23.03 Retraining**

- (a) In the event of technological change, prior to any new Employees being hired to work with new technology, the Employer will, where necessary, first allow incumbent Employees a training/assessment period of up to six (6) months to acquire and demonstrate the knowledge, skill and/or qualifications necessary to adapt to the change, provided they are minimally qualified by education, aptitude and relevant experience.
- (b) Employees to be retrained will not suffer a reduction in wage rate or normal scheduled hours during the training period.
- (c) Where Article 23.03(a) applies and the Employee is subsequently declared redundant, the provisions of Article 23.04 will apply.

- 23.04** In the event that a position is declared redundant due to technological change, Employees affected shall be subject to layoff in accordance with the provisions of Article 17, Redundancy - Layoff and Recall.

## **ARTICLE 24 – POSITION DESCRIPTIONS**

- 24.01** Each position shall have a position description. Position descriptions shall be developed as soon as possible following ratification. A copy of each position description will be kept on file with the Employer. A position may be assigned a generic position description supplemented (or not) by further written documentation particular to the incumbent's job. The position description shall address duties, tasks, responsibilities and qualifications.
- 24.02** Position descriptions are developed by the Employer, normally in consultation with the incumbent and the incumbent's supervisor.
- 24.3** Upon request, position descriptions will be available to Employees through their supervisor or the Executive Director.
- 24.4** In the case of the creation of a new position, the Executive Director and the Union will determine the placement of the position in the appropriate pay grade.

## **ARTICLE 25 – NEW STAFF ORIENTATION**

- 25.01** The Employer will notify the President of the Union and the Union Representative who is employed by RMA of the names of new Employees that are covered by this Agreement, prior to their first day of employment.
- 25.02** It is agreed that on or shortly following the start date of a newly hired Employee, an Union Representative shall have an opportunity to meet with the new Employee. In the event of a meeting between an individual Employee and the Representative, such orientation shall consist of a thirty (30) minute period and shall occur without loss of pay to the newly hired Employee. The Union Representative will work with the new Employee's supervisor in the arrangement of this meeting.

## **ARTICLE 26 - NON BARGAINING UNIT PERSONS**

- 26.01** Persons whose positions are not in the bargaining unit shall not perform duties assigned to Employees in the bargaining unit except to the extent currently being performed by RMA employees excluded from the bargaining unit, in accordance with Article 2.

## **ARTICLE 27 – COPIES OF THE AGREEMENT**

- 27.01** The Union shall be responsible to arrange for the printing of copies of the Collective Agreement. The parties will share equally in the cost of the printing and each party shall be entitled to up to fifty (50) copies of the Collective Agreement. The cost of the printing will be approved in advance by both parties.

The Agreement shall contain both the RMA and the Union symbol.

## **ARTICLE 28 – EDUCATIONAL DEVELOPMENT**

### **28.01 Training**

Employees, on the recommendation of their supervisor, may be given the opportunity to participate in seminars, workshops and short courses. When an Employee is required by the Employer to take a job related course, the full cost associated with the course shall be paid by the Employer and the Employee will not be required to make up the time for any courses held during working hours, nor will the cost of these courses be identified as a taxable benefit added to the individual's income. In addition, if the course is required by the Employer at times outside of normal work hours, the employee will be paid in accordance with Article 15.07 for the time spent in the course or, at the employee's option, have their regular work day shortened by the number of course hours that day. It is understood that prior approval of the Employer must be received for all such training.

### **28.02 Tuition Assistance Programs**

The Employer encourages Employees to take courses of instruction, particularly those for university credit which are directly related to their work.

Eligible Employees may participate in this program as it exists from time to time. Employees who work two and a half (2.5) days or greater per week, may receive the maximum amount available under the program. Those Employees who work less than two and a half (2.5) days per week, will receive Tuition Assistance on a pro rated basis.

Employees are normally expected to take courses outside regular working hours. However they may, with the consent of their supervisor, which shall not be unreasonably withheld, take courses offered by McMaster University and approved for tuition assistance during working hours. In such cases, where the work requirements allow, the Employee can take time off and make up the balance of any time lost.

### **28.03 Leaves of Absence Without Pay**

#### **(a) Educational**

A leave of absence for the purpose of pursuing job-related training may be granted for up to twelve (12) month period at the discretion and approval of the supervisor. The Employee shall continue to participate in the group benefit plans, with the exception of Long Term Disability, and the Employer and the Employee shall continue to pay their normal share of the benefit premiums.

**(b)** Upon return to work from a leave of absence without pay, the Employee will resume her former position provided that it still exists, with full corresponding wage and benefits. In the event that an Employee's position becomes redundant during the period of an approved leave of absence, the provisions of Article 17 shall apply.

### **28.04 Union Training Leave**

Union Training Leave, when granted, shall be in conjunction with Article 5.04 (b).

### **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

The parties agree to a new Letter of Understanding as follows:

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**REGIONAL MEDICAL ASSOCIATES OF HAMILTON**

**- and -**

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA,  
CAW-CANADA & ITS LOCAL 555**

**RE: METHOD OF SALARY PAYMENT- ARTICLE 21.08**

It is anticipated that during the term of this Collective Agreement, the method of salary payment will change from semi-monthly to bi-weekly.

It is also anticipated that:

- (a) the pay period will begin on Sunday and end on Saturday;
- (b) pay will be made by direct deposit on the Friday following the pay period end date; and
- (c) if the pay date falls on a holiday it will be moved forward to the business day immediately preceding the holiday.

**FOR CAW-CANADA &  
ITS LOCAL 555**

**FOR RMA**

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The parties agree to a new Letter of Understanding as follows:

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**REGIONAL MEDICAL ASSOCIATES OF HAMILTON**

**- and -**

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA,  
CAW-CANADA & ITS LOCAL 555**

**RE: Discrimination and Harassment Policy**

The parties agree that they will meet in the Labour Management Committee to discuss, draft and finalize a discrimination and harassment policy for RMA. The parties may also decide to develop a specific harassment policy based on one of the grounds of discrimination.

It is the intention of the parties that they will endeavour to complete these discussions and policies by December 31, 2007, but this time frame may be extended by agreement of the parties.

The parties agree that each of their principals shall have the final say as to whether the policies shall be adopted with their approval.

**FOR CAW-CANADA &  
ITS LOCAL 555**

**FOR RMA**

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**The parties agree to the following additional administrative changes:**

- a. 5.07 – change “MUSA” to “Union”
- b. 8.04(a)- change "RMA-MUSA" to "Union"
- c. 20.02 - change "(MUSA)" to the "Union"
- d. in each of Letters of Understanding include full name of CAW
- e. 5.04 (b) Change MUSA to Union

**Re: LETTERS OF UNDERSTANDING**

**Letter of Understanding: Regarding Roster of Arbitrators**

Renew in current form.

**Letter of Understanding: Regarding Career Growth Opportunities**

Renew in current form.

**Letter of Understanding: Regarding Personnel Files and Health Files**

Parties agree to deletion of this Letter of Understanding in its entirety as it is redundant.

**Letter of Understanding Regarding Current Benefit Plan and Provider**

Renew in its current form.

**Letter of Understanding Regarding Grandfathering of Benefits**

Renew in its current form.

**Working past age 65:**

For those employees who continue to work past the age of 65, the following provisions will apply:

- i. The Group Life benefit extends to December 1st of the calendar year in which the Employee attains the age of 69, at which point it will convert to the retiree life insurance benefit (\$5000 lump sum policy). This timing is commensurate with the date that the Income Tax Act requires an individual to begin to collect their pension.
- ii. The LTD coverage ends on the June 30th following the attainment of the age of 65. The Employee's LTD premium payment will end on this date minus the length of the applicable elimination period (salary continuance). These dates correspond to the current contractual language as it relates to mandatory retirement.

- iii. The Out-of-Province Emergency Medical coverage will continue until December 1st of the calendar year in which the Employee attains age 69, at which point it will convert to the retiree Out-of-Province Emergency Medical benefit (\$10,000 lifetime). The University has negotiated with Blue Cross to extend this from the current provision of July following age 65.

Managed Drug Formulary – Appeal Process

The Employer will establish an appeal process through which the Employee may provide medical evidence of a requirement for either a drug that is not on the formulary or has not been dispensed in favour of a generic. Reimbursement for such drug is considered for payment based on this process.

July 1, 2007 4.5%

**WAGE**

Billing Advisor	\$20.25	\$21.95	\$23.63	\$25.32	\$28.13
Accounting Assistant	\$20.25	\$21.95	\$23.63	\$25.32	\$28.13
Computer Operator	\$20.25	\$21.95	\$23.63	\$25.32	\$28.13
Billing Clerk	\$16.88	\$18.57	\$20.25	\$21.95	\$23.63
Eligibility Clerk	\$13.50	\$15.19	\$16.88	\$18.57	\$20.25
Junior Billing Clerk	\$13.50	\$15.19	\$16.88	\$18.57	\$20.25

July 1, 2008 3.5%

Billing Advisor	\$20.96	\$22.71	\$24.45	\$26.21	\$29.12
Accounting Assistant	\$20.96	\$22.71	\$24.45	\$26.21	\$29.12
Computer Operator	\$20.96	\$22.71	\$24.45	\$26.21	\$29.12
Billing Clerk	\$17.47	\$19.22	\$20.96	\$22.71	\$24.45
Eligibility Clerk	\$13.97	\$15.73	\$17.47	\$19.22	\$20.96
Junior Billing Clerk	\$13.97	\$15.73	\$17.47	\$19.22	\$20.96

July 1, 2009 3%

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
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

## **INCREASES**

Pay increases shall be as set out below and applied to the agreed upon wage grid:

**1. Effective date of ratification:**

Upon ratification, the parties agree that the Wage grid attached shall apply effective July 1, 2007, except that it shall only apply in respect of those staff still employed as of the date of ratification. As reflected, the wage increase effective July 1, 2007 will be 4.5 percent.

Retroactive payments will be made as quickly as possible following the date of ratification, but in any event no longer than two (2) months following ratification. Retroactive deductions will also be made in relation to the pension premium increase.

Employees who receive wages in excess of the highest step of the of the grid will receive a lump sum in the amount of 4.5 Percent (4.5%) of their wage as at July 1, 2007.<sup>1</sup>

**2. Effective July 1, 2008:**

- a. Wages at each step of the wage grid will increase by 3.5 Percent (3.5%).
- b. Employees who receive wages in excess of the highest step of the of the grid will receive a lump sum in the amount of 3.5 Percent (3.5%) of their wage as at July 1, 2008.<sup>1</sup>

**3. Effective July 1, 2009:**

- o Wages at each step of the wage grid will increase by 3.0 Percent (3.0%).
- o Employees who receive wages in excess of the highest step in the grid will receive a lump sum in the amount of 3.0 Percent (3.0%) of their wage as at July 1, 2009.<sup>1</sup>

**<sup>1</sup>Notes regarding implementation and application of wage rate increases and lump sum payments:**

- (a) In each of the years of the collective agreement, an Employee whose wage is above the highest step in her job classification for the previous year by less than or equal to the value of the Across The Board increase will move to the new highest step in her job classification, and will receive a lump sum payment equal to the amount of the Across The Board less the increase to move the Employee to the new highest step, if applicable.
- (b) An Employee whose wage is above the highest step in her job classification for

the previous year by more than the value of the Across The Board increase will receive a lump sum payment in the amount of the Across The Board increase for that year.

**Letter of Understanding**

**Between**

**Regional Medical Associates of Hamilton**

**and**

**The**

**NATIONAL AUTOMOBILE, AEROSPACE TRANSPORTATION  
AND GENERAL WORKERS' UNION OF CANADA, CAW-CANADA  
And Its LOCAL UNION NO. 555  
(the Union)**

**Regarding Roster of Arbitrators**

Further to Article 6.08(c) of the Collective Agreement, the parties agree to utilize a roster of arbitrators and a procedure for scheduling arbitrations, as set out below, for the duration of this Collective Agreement. The entire process will be reviewed during negotiations for a renewal Collective Agreement and, if the parties are in agreement that the process is working effectively, it will be continued.

The Parties agree that the following persons will be asked to serve as a single arbitrator, on a rotating basis:

1. **William Kaplan**
2. **Kathleen G. O'Neil**
3. **Randy L. Levison**
4. **Bram Herlich**
5. **Louisa M. Davie**
6. **Daniel A. Harris**

Should an arbitrator not be available to arbitrate within sixty (60) calendar days of being asked, the next person on the list shall be asked and so on until one (1) on the list is available. For the next arbitration, the name that appears on the list immediately after the arbitrator last selected shall be next in the sequence of selection. Once during the term of this Agreement each Party may veto the name that appears on the list immediately following the last arbitrator selected. However, by mutual consent, the Parties may select a listed arbitrator out of sequence or select an arbitrator not on the list. The Parties will use their best efforts to make themselves available for any date offered by the arbitrator.

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**Regarding Career Growth Opportunities**

The Parties agree by virtue of the agreement signed in April 2004 that Employees of RMA who were employed as of December 2001 and who remain employed at the date of ratification:

- 1 (a) Shall have the right to apply for Career Growth Opportunities at McMaster University for the term of up to fifteen (15) months;
  - (b) Shall, upon return to her position, be made whole in accordance with the terms and conditions in effect at the time of accepting the Career Growth Position, including any adjustments subsequently made in accordance with the Collective Agreement.
  - (c) With exception of the above, all provisions of Article 19 apply.
2. (a) Shall have the right to notice of layoff under 17.04 (a) and will be given notice of at least the following:

10 years	16 weeks
11 years	17 weeks
12 years	18 weeks
13 years	19 weeks
14 years	20 weeks
15 years	21 weeks
16 years	22 weeks
17 years	23 weeks
18 years	24 weeks
19 years	25 weeks
20 years or more	26 weeks
  - (b) Employees with less than ten (10) years of seniority shall be entitled to notice of layoff in accordance with the notice provisions of Article 17.04.

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**Regarding Personnel Files and Health Files**

The parties agree that within three (3) months following the date of ratification of the Collective Agreement, the Employer will:

- § review all Employee personnel files and create separate Employee health files;
- § endeavour to locate any Employee information not currently held in the RMA offices;
- § allow Employees the opportunity to review their own personnel and health files in order to ensure proper separation of documents; and
- § ensure that the files are properly segregated in secure locations.

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**Regarding Current Benefit Plans & Provider**

The benefit plan in which RMA staff are currently enrolled is purchased from McMaster University and McMaster University administers some aspects of the benefit plans.

The Employer has no current intention to purchase benefits from some other source. Should the Employer be required to make such change or decide to make such change, the Employer will notify the Union a minimum of thirty (30) days where able or such longer period as they may determine appropriate.

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**Regarding Grandfathering of Benefits**

Those Employees employed as at the date of ratification and who are in receipt of benefits over and above those set out in the collective agreement shall continue to be entitled to access such benefits notwithstanding the terms of the agreement.

