

Memorandum of Settlement for a Tentative Agreement

In Respect of the Collective Agreement

Between

Regional Cancer Center Employer Association (RCCEA)

And

The Professional Institute of the Public Service of Canada

In respect of the Medical Physics (MP) Group

1. The parties hereto agree to the terms of this memorandum as constituting full settlement of all matters in dispute.
2. The undersigned representatives of the parties agree to recommend complete acceptance of all the terms of this memorandum to their respective including:
 - Items in Agreement – April 29, 2025
 - Items in Agreement – May 1, 2025
 - Items in Agreement – May 15, 2025
3. The parties further agree that the amendments to the Collective Agreement shall be effective on the date of ratification except as provided otherwise in these terms of settlement.
4. Unless otherwise agreed between the Parties during negotiations, existing provisions of the Collective Agreement including appendices and letters of understanding are renewed.
5. The parties agree that the retroactivity will be paid to employees who were on staff on January 1, 2024 onwards. The other terms of article 21.06 will apply.
6. The parties agree to withdraw all remaining items not modified by mutual agreement.
7. This tentative agreement is subject to ratification by the MP membership and final approval by RCCEA, no later than June 16, 2025, unless otherwise agreed to in writing by the Parties.

Dated at Toronto, this 15th day of May, 2025.

For the Employer:

For the Union:

**Charlotte Castonguay
Director, People Safety and Culture, The
Ottawa Hospital
VP, HR, RCCEA**

Anthony Kim, Group President

**David McConnell
Director, North West Regional Cancer
Program and Prevention and Screening,
Thunderbay Regional Health Sciences
Centre
President, RCCEA**

Martin Shim

**Stephen Breen
Head and Manager of Department of
Physics, Sunnybrook Health Sciences
Centre**

Ady Abdellatif

**Peter McGhee
Director, Medical Physics, Thunderbay
Regional Health Sciences Centre**

Daniel Provost

Andrew Doppler
Director, Staff Safety, Scheduling and
Employee and Labour Relations,
London Health Sciences Centre
Member, RCCEA

Josef Dubicki

Bryan Schaly

Sara Gholampourkashi

Vance Coulas
Negotiations Technical Lead - PIPSC

Items of Agreement
Professional Institute of the Public Service of Canada – Medical Physicists
(“PIPSC - MP”)
And
Regional Cancer Center Employer Association
Day 1 - April 29, 2025

Article Name	Article
8.03 Negotiating Committee	The Employer will recognize a bargaining unit-wide Negotiating Committee of up to two (2) seven (7) Employees to negotiate renewal Agreements with the Employer. Time spent absent from regular scheduled duties by the Negotiating Committee shall be without loss of remuneration during all negotiation meetings with the Employer, up to but not including arbitration. It is understood that any travel expenses that may be incurred as a result of Union representatives attending any meetings with the Employer pertaining to negotiations including conciliation, mediation and arbitration shall be the sole responsibility of the Union.
16.06 Permanent Transfer to Another Hospital	If an Employee transfers employment to another Hospital within the Regional Cancer Centres Employers Association, the Employee shall be credited with his prior accumulated service and seniority provided that the transfer occurs within a period of thirty (30) consecutive calendar days following the Employee's last day of employment at his prior Hospital. This will include the Employee's sick bank. It is the employee's responsibility to provide their new hospital with the following from the previous hospital: 1) the total number of hours worked for the purposes of determining seniority, and 2) sick bank hours. Vacation accumulation will be paid out prior to the transfer. For clarity, the transfer of such service waives the requirement for a new probation period as well as any benefit waiting periods subject to plan provider provisions.
19.06 (g) <u>Benefits Age</u> <u>65 and Older</u>	Semi-private hospital insurance, extended health care benefits, dental benefits, and accidental death and dismemberment benefits will be extended to active full-time physicists from the age of sixty-five (65), and up to the physicist's eightieth (80th) birthday, on the same cost share basis as applies to those physicists under the age of sixty-five (65).

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Items of Agreement
Professional Institute of the Public Service of Canada – Medical Physicists
(“PIPSC - MP”)
And
Regional Cancer Center Employer Association
Day 3 - May 1, 2025

Article Name	Article
11.08 Transfer Out of the Bargaining Unit	(a) If an Employee transfers to a temporary assignment outside of the bargaining unit not exceeding six (6) eighteen (18) months' duration, she shall continue to accumulate seniority, service and benefits during this period and will be returned to a position in the bargaining unit without loss of seniority, service or benefits. Upon mutual agreement of the parties, the period of temporary assignment may be extended. No Employee shall be transferred to a position outside the bargaining unit without her consent, except in the case of temporary assignments not exceeding six (6) months.
11.01 Seniority	(a) Seniority is defined as the length of continuous cumulative service in positions within the Bargaining Unit of a full-time or part-time Employee since the Employee's last first date of hire at a member Hospital of the Employer. It is understood that seniority under any provision of the Collective Agreement shall only operate within the particular Hospital where an Employee has been employed and shall not be transferable from Hospital to another, except as provided under Article 11.06 of the Collective Agreement.
	(b) Each newly hired full-time Employee shall serve a probationary period of one (1) calendar year six months worked (1950-975 regular hours paid in the case of a part-time Employee) of continuous employment from the date of last hire. The discharge of a probationary Employee shall not be subject to the grievance or arbitration procedure, unless the termination is for reasons that are arbitrary, discriminatory or in bad faith, or due to the Employee exercising a right under this Agreement. With the written consent of the Hospital and the Union, such probationary period may be extended. After the successful completion of the probationary period, seniority shall be effective from the date of last hire. Thereafter, seniority shall accrue as set out in this Agreement.

16.06	If an Employee transfers employment to another Hospital within the Regional Cancer Centres Employers Association, the Employee shall be credited with his prior accumulated service and seniority. If an Employee transfers employment to another Hospital within the Regional Cancer Centres Employers Association, the Employee shall be credited with his prior accumulated service and seniority provided that the transfer occurs within a period of ninety (90) thirty (30) consecutive calendar days following the Employee's last day of employment at his prior Hospital. This will include the Employee's sick bank. This period can be extended on request to 18 months if the Employee is able to demonstrate that the period included time on pregnancy and/or parental leave, or by mutual agreement. It is the employee's responsibility to provide their new hospital with the following from the previous hospital: 1) the total number of hours worked for the purposes of determining seniority, and 2) sick bank hours. Vacation accumulation will be paid out prior to the transfer. For clarity, the transfer of such service waives the requirement for a new probation period as well as any benefit waiting periods subject to plan provider provisions.
16.11	The Employer recognizes that Medical Physicists are highly trained professionals whose work requires flexibility and independent judgment in fulfilling their responsibilities. Some hospitals require Employees to use electronic, mechanical, or biometric time keeping or scheduling system. In the case that a hospital uses such systems, the Hospital agrees to meet with the Union to discuss the implementation of the system including how to respect the professional nature of the work and not undermine professional autonomy.
17.06	In the event that the employer requires an Employee to work on a Saturday or Sunday due to a statutory holiday occurring the Employee shall be paid at a rate of time-and-one-half (1.5x) their regular straight-time hourly rate for all hours worked on the affected weekend day(s).

LOU Concerning RCCEA and Union Relationship	LETTER OF UNDERSTANDING Between The Regional Cancer Centers Employers Association (the Employer”) And The Professional Institute of the Public Service of Canada (the "Union") CONCERNING: RCCEA and Union Relationship WHEREAS the RCCEA represents eleven Hospitals as the Association of employers, and; WHEREAS the parties wish to confirm their commitment to a collaborative employer-union relationship; THEREFORE the parties agree to the following: 1. <u>Notification of RCCEA Board Composition</u> - The Employer agrees to provide the Union with an updated list of the Board of the employer association within 30 days of the annual general meeting which is held in the fall of each calendar year. This notification shall include the names and positions of each board member and be sent to the group president. 2. Where the incumbent of the President role changes, the association will provide a notification to the union within thirty (30) days of the change, including an interim contact person for any issues that may arise. 3. Where the Union President changes incumbent, the union agrees to provide notification to the RCCEA within thirty (30) days of the change. 4. The parties agree to begin the collective bargaining process within six (6) months of receiving written notice to bargain from the Union, pursuant to applicable legislation.

Items of Agreement
Professional Institute of the Public Service of Canada - Medical Physicists
("PIPSC - MP")
And
Regional Cancer Center Employer Association
Day 6 - May 15, 2025

LETTER OF UNDERSTANDING

Between

The Regional Cancer Centers Employers Association (**the Employer**)

And

The Professional Institute of the Public Service of Canada (**the "Union"**)

CONCERNING: Article 3.02(c)

WHEREAS the bargaining unit contains a medical physicist and a senior medical physicist classification, and;

WHEREAS the parties entered into discussions at collective bargaining related to the difference in duties, responsibilities and roles between these two classifications, and;

WHEREAS the parties agreed that the issue is complex and requires the input of additional stakeholders given the unique operations of each Hospital;

THEREFORE the parties agree to the following:

1. Within three months of the ratification of the collective agreement, the parties will meet to develop a plan to review the roles and the practice at each member Hospital.
2. A working group will be struck to review and develop guiding principles in consultation with the union and front-line representatives from each classification.
3. It is understood that the parties may include other resources such as classification experts in this process to provide advice.
4. Once the duties, responsibilities, qualifications, and role of the position have been established, the parties agree to make submissions with regard to appropriate compensation.
5. The parties agree to apply Article 21.07 *mutatis mutandis* to the review of an existing job classification.
6. Should any compensation adjustments be made to the senior medical physicist pay band, the parties will discuss and mutually agree upon a retroactivity date

7. This is without prejudice to the position of either party.

- 16.08 When the Hospital places an Employee on standby, she shall be paid a standby rate of ~~twenty-three dollars (\$23) per eight (8) consecutive~~ **three dollars forty-five cents (\$3.45) per hour period** for the time she spends on standby. Where such standby falls on a paid holiday listed under Article 17.01, the Employee shall receive paid standby at the rate of ~~twenty-seven dollars (\$27) per eight consecutive hour period~~ **five dollars and five cents (\$5.05) per hour** for the time she spends on standby. ~~The stand-by payment shall be prorated for any period of standby of less than eight (8) hours to the nearest full hour.~~ In the event that an Employee is called back to work as provided under 16.08 above, payment for the standby premium shall cease from the time an Employee arrives at work until the time the Employee leaves after having completed her call back assignment.

ARTICLE 18 - VACATIONS

18.01 Full-time Medical Physicists and Full-time Senior Medical Physicists shall be entitled to accrue annual vacation with pay based upon their length of ~~continuous~~**cumulative** service on the following basis:

- (a) Employees in the first year of employment to ~~twelve (12)~~ **eleven (11)** years of completed ~~continuous~~**cumulative** service shall be entitled to accrue 1.666 days vacation with pay per full calendar month of completed ~~continuous~~**cumulative** service in the calendar year to a maximum annual vacation of four (4) weeks (20 days) with pay at their regular straight time hourly rate of pay.
- (b) Employees with more than ~~twelve (12)~~ **eleven (11)** years of completed ~~continuous~~**cumulative** service to ~~twenty-two (22)~~ **twenty (20)** years of completed ~~continuous~~**cumulative** service shall be entitled to accrue 2.083 days vacation with pay per full calendar month of completed ~~continuous~~**cumulative** service in the calendar year to a maximum annual vacation of five (5) weeks (25 days) with pay at their regular straight time hourly rate of pay.

~~Effective January 1, 2017 employees with more than twelve (12) years of completed continuous service to twenty-one (21) years of completed continuous service shall be entitled to accrue 2.083 days vacation with pay per full calendar month of completed continuous service in the calendar year to a maximum annual vacation of five (5) weeks (25 days) with pay at their regular straight time hourly rate of pay.~~

- (c) Employees with more than ~~twenty-two (22)~~ **twenty (20)** years of completed ~~continuous~~**cumulative** to twenty-eight (28) years of completed ~~continuous~~**cumulative** shall be entitled to accrue 2.5 days vacation with pay per full calendar month of completed ~~continuous~~**cumulative** in the calendar year to a maximum annual vacation of six (6) weeks (30 days) with pay at their regular straight time hourly rate of pay.

~~Effective January 1, 2017 employees with more than twenty-one (21) years of completed continuous service to twenty-seven (27) years of completed continuous service shall be entitled to accrue 2.5 days vacation with pay per full calendar month of completed continuous service in the calendar year to a maximum annual vacation of six (6) weeks (30 days) with pay at their regular straight time hourly rate of pay.~~

- (d) Employees with more than twenty-eight (28) years of completed ~~continuous~~**cumulative** service shall be entitled to accrue 2.917 days vacation with pay per full calendar month of completed ~~continuous~~**cumulative** service in the calendar year to a maximum annual vacation of seven (7) weeks (35 days) with pay at their regular straight time hourly rate of pay.

~~Effective January 1, 2017 employees with more than twenty-seven (27) years of completed continuous service shall be entitled to accrue 2.917 days vacation with pay per full calendar month of completed continuous service in the calendar year to a maximum annual vacation of seven (7) weeks (35 days) with pay at their regular straight time hourly rate of pay.~~

20.02 Professional Allowance

Full-time Medical Physicists and full-time Senior Medical Physicists will be provided with access to a professional allowance of ~~\$3500~~ **\$7000** at the beginning of each fiscal year. During the first year of employment, the professional allowance will be pro-rated in accordance with the employment start date relative to the start of the fiscal year. ~~At the end of the fiscal year, any remainder of professional allowance up to a maximum of \$3500 may be carried over to the following fiscal year. At no time will the accumulated professional allowance exceed \$7000.~~

In any given fiscal year, no more than **\$1500** may be used for the purchase of books, computer software and hardware, ~~and professional memberships~~ directly related to job responsibilities. Requests for these purchases will require departmental approval. These requests must be made in writing by the Employees and will include justification. Any material acquisitions obtained under this provision become the property of the Employer. Part-time Medical Physicists and part-time Senior Medical Physicists shall be provided with their professional allowance on a pro-rated basis. The remainder of accumulated professional allowance is to be applied against **any relevant professional memberships**, the cost of attending conferences, courses, seminars and similar professional meetings relevant to the practice of medical physics. Such costs include those associated with registration, accommodation and travel. Professional travel requests will generally be made in advance of the new fiscal year and will require departmental approval.

A Medical Physicist and Senior Medical Physicist shall be reimbursed for these professional expenses in accordance with Hospital Policy.

Monetary

1. General Wage Increases for 5-year term as follows:
 - a. 3.00% Effective July 1, 2022

- b. 3.50% Effective July 1, 2023
 - c. 3.00% Effective July 1, 2024
 - d. 3.00% Effective July 1, 2025
 - e. 3.00% Effective July 1, 2026
2. Move to a wage grid structure in the Collective Agreement

21.02 (a)

(iii) Subject to an Employee meeting job requirements and expectations including an Employee obtaining at least a satisfactory annual performance rating within the past year, an Employee shall progress through the salary grid of his job classification on the Employee's service review date as provided under 21.02 (a) (i) and (ii) above. Progression through the salary grid shall be **to the next step on the grid, up to the maximum rate. at five percent (5.0%) increments, to the extent that such adjustment does not result in the Employee's annual salary exceeding the maximum rate of his job classification salary range.**

*The parties agree to 5 equal steps between the minimum and maximum identified in the wage grid.

Staff will be placed on the new wage grid at the closest step to their rate of pay on July 1, 2022 without a decrease in pay, or their rate of pay upon hire if they were hired between July 1, 2022 and implementation of the new grid. Any promotions or adjustments will be applied retroactively in a similar manner.

Senior Physicist Wage Grid:

Date	Grid Change	Step 1	Step 2	Step 3	Step 4	Step 5
1-Jul-22	3.00%	\$162,578	\$173,285	\$184,697	\$196,860	\$205,405
1-Jul-23	3.50%	\$168,268	\$179,350	\$191,161	\$203,750	\$212,594
1-Jul-24	3.00%	\$173,316	\$184,730	\$196,896	\$209,863	\$218,972
1-Jul-25	3.00%	\$178,516	\$190,272	\$202,803	\$216,159	\$225,541
1-Jul-26	3.00%	\$183,871	\$195,980	\$208,887	\$222,644	\$232,308

3. A market adjustment of 10.69% Effective January 1, 2024 for Medical Physicists (PO1)

	Increase	Step 1	Step 2*	Step 3	Step 4	Step 5
		\$131,543				\$172,075
July 1, 2022	3.00%	\$135,489	\$145,922	\$157,158	\$169,259	\$177,237
July 1, 2023	3.50%	\$140,231	\$151,029	\$162,658	\$175,183	\$183,441
Jan 1, 2024 Market Adj	10.69%	\$155,222	\$167,174	\$180,047	\$193,910	\$203,050

July 1, 2024	3.00%	\$159,879	\$172,189	\$185,448	\$199,728	\$209,142
July 1, 2025	3.00%	\$164,675	\$177,355	\$191,012	\$205,719	\$215,416
July 1, 2026	3.00%	\$169,615	\$182,676	\$196,742	\$211,891	\$221,879

*Non-MCCPM cannot advance beyond step 2

Resident MSc

	Min	max
	\$64,443	\$67,601
July 1 2022	\$66,376	\$69,629
July 1 2023	\$68,699	\$72,066
July 1 2024	\$70,760	\$74,228
July 1 2025	\$72,883	\$76,455
July 1 2026	\$75,070	\$78,749

Resident PhD

	Min	Max
	\$70,925	\$74,046
July 1 2022	\$73,053	\$76,267
July 1 2023	\$75,610	\$78,937
July 1 2024	\$77,878	\$81,305
July 1 2025	\$80,214	\$83,744
July 1 2026	\$82,621	\$86,256