COLLECTIVE AGREEMENT

BETWEEN

TREASURY BOARD

AND

THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

GROUP: MEDICAL SCIENCE PROFESSIONALS

Expires: March 31, 2024

TABLE OF CONTENTS

PREAMBLE	5
ARTICLE 1 - DEFINITIONS	5
ARTICLE 2 - PART-TIME/CASUAL/TEMPORARY EMPLOYEES	6
ARTICLE 3 - PROBATION	7
ARTICLE 4 - RECOGNITION	8
ARTICLE 5 - RIGHTS	8
ARTICLE 6 - APPLICATION OF AGREEMENT	8
ARTICLE 7 - FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT	8
ARTICLE 8 - CONTINUANCE OF OPERATIONS	8
ARTICLE 9 - PROVINCIAL SECURITY	8
ARTICLE 10 - UNION SECURITY	8
ARTICLE 11 - TIME OFF FOR UNION BUSINESS	9
ARTICLE 12 – PROVINCIAL LABOUR MANAGEMENT COMMITTEE	11
ARTICLE 13 - SETTLEMENT THROUGH DISCUSSION	11
ARTICLE 14 - GRIEVANCE PROCEDURE	11
ARTICLE 15 - ADJUDICATION	13
ARTICLE 16 - HOURS OF WORK	13
ARTICLE 17 - OVERTIME	14
ARTICLE 18 - HOLIDAYS	15
ARTICLE 19 - VACATIONS	17
ARTICLE 20 - SICK LEAVE	19
ARTICLE 21 – MATERNITY AND CHILD CARE LEAVE	20
ARTICLE 22 - TEMPORARY ASSIGNMENTS	23
ARTICLE 23 - LAYOFF, DISPLACEMENT AND RECALL	24
ARTICLE 24 - DISCIPLINE	26
ARTICLE 25 - POSTING OF VACANCIES	27
ARTICLE 26 - SENIORITY	28
ARTICLE 27 – RETIREMENT	28
ARTICLE 28 - RETIREMENT ALLOWANCE	28
ARTICLE 29 - MERIT INCREASE	29
ARTICLE 30 - PAY INCREMENT DATE	30
ARTICLE 31 - RATE OF PAY ON PROMOTION	30

ARTICLE 32 - SALARIES	30
ARTICLE 33 – PREMIUMS	30
ARTICLE 34 - STAND-BY AND CALL-BACK	31
ARTICLE 35 - TERMINATION OF EMPLOYMENT	31
ARTICLE 36 - BEREAVEMENT LEAVE	32
ARTICLE 37 - EDUCATIONAL LEAVE	32
ARTICLE 38 - EDUCATIONAL ASSISTANCE	32
ARTICLE 39 - EMERGENCY LEAVE	33
ARTICLE 40 - MISCELLANEOUS LEAVE	33
ARTICLE 41 - STORM LEAVE	33
ARTICLE 42 – REDUCTION IN HOURS	
ARTICLE 43 - JURY AND WITNESS DUTY	34
ARTICLE 44 - SAFETY AND HEALTH	35
ARTICLE 45 - INJURED ON DUTY LEAVE	
ARTICLE 46 - UNIFORMS	35
ARTICLE 47 – PROFESSIONAL MEMBERSHIP DUES AND FEES	35
ARTICLE 48 - DISCRIMINATION	36
ARTICLE 49 - BULLETIN BOARDS	36
ARTICLE 50 - HEALTH BENEFITS	36
ARTICLE 51 - TECHNOLOGICAL CHANGE	36
ARTICLE 52 - MERGER AND AMALGAMATION	36
ARTICLE 53 - PORTABILITY	37
ARTICLE 54 - POSITION CLASSIFICATION	37
ARTICLE 55 – TRAVEL REGULATIONS	38
ARTICLE 56 - COPIES OF AGREEMENT	38
ARTICLE 57 - CORRESPONDENCE	38
ARTICLE 58 - MALPRACTICE INSURANCE	38
ARTICLE 59 - TRANSFER OF BENEFITS	38
ARTICLE 60 – EXTERNAL TRANSFER OF PATIENTS	39
ARTICLE 61 – COMPENSATION FOR MEAL PERIODS	39
ARTICLE 62 – HARASSMENT IN THE WORKPLACE	40
ARTICLE 63 - RETROACTIVITY	40
ARTICLE 64. DURATION AND TERMINATION	40

ARTICLE 65 - TERMS AND CONDITIONS OF EMPLOYMENT FOR CASUAL	
EMPLOYEES WITH LESS THAN SIX MONTHS CONTINUOUS SERVICE	40
ADDENDUM	44
ADDENDUM TO THE COLLECTIVE AGREEMENT in Accordance with Article 16.	
MEMORANDUM OF AGREEMENT Re: Laboratory Employees Transferred from Pa	art I
LETTER OF INTENT Re: Innovative Shifts/Modified Hours of Work	
LETTER OF AGREEMENT Re: Definition of "Regional Health Authority" for the application of Article 23.03, Article 23.05 and Article 23.06 (LayOff, Displacement and Recall) only	
MEMORANDUM OF AGREEMENT Re: One-Time Lump Sum Payment of \$500 for t Year 2021	
LETTER OF INTENT Re: Educational Leave for Paramedics	53
MEMORANDUM OF AGREEMENT Re: Gender-Inclusive Language	54
LETTER OF INTENT Re: Joint Committee for Advance Care Paramedic	55
PARAMEDIC TRANSFER AGREEMENT	56
APPENDIX A of the Paramedic Transfer Agreement	62
LETTER OF INTENT Re: Pension & LTD	63
LETTER OF INTENT Re: Working Group To Address The Issues With The Tempora Assignments For The Paramedic Classifications	-
APPENDIX A – PAY TABLES	65
APPENDIX B – ALL-INCLUSIVE PAY TABLES	79
APPENDIX C – PAY TABLES (25 YEAR 3% RETENTION PREMIUM)	94

THIS AGREEMENT made and entered into this 21 day of February 2023.

BETWEEN: THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES, hereinafter called

the "Union", party of the first part,

AND: TREASURY BOARD, as represented by the Hospital Boards of the Hospitals listed under

Part III. First Schedule of the *Public Service Labour Relations Act*.

PREAMBLE

WHEREAS, it is the intention and purpose of the Parties to this Agreement to maintain the existing harmonious relations and settled conditions of employment between the Employer, the employees, and the Union, to improve the quality of the Public Service of the Province and to promote the well being and the increased productivity of employees to the end that the people of the Province will be well and efficiently served; accordingly, the parties hereto set forth certain terms and conditions of employment relating to pay, hours of work and other related terms and conditions of employment affecting employees covered by this Agreement.

ARTICLE 1 - DEFINITIONS

- 1.01 "Union" shall mean the New Brunswick Union of Public and Private Employees.
- 1.02 (a) "Employer" shall mean <u>Treasury Board</u> as represented by the Hospital Boards of the Hospitals listed under Part III, First Schedule of the *Public Service Labour Relations Act*.
- (b) "Hospital" shall mean any regional health authority or institution listed under Part III of the First Schedule of the *Public Service Labour Relations Act*.
- (c) "Facility" shall mean any designated site(s) operated by a Regional Health Authority <u>or organization</u> <u>listed under Part III of the First Schedule of the *Public Service Labour Relations Act* from or at which its services are delivered.</u>
- 1.03 "Bargaining Unit" shall mean the employees covered by Certification Number 017 H0 2a Medical Science Professionals Classifications.
- 1.04 (a) "Employee" shall mean a person who is in the <u>Bargaining Unit</u> and who meets the definition of an employee as defined in the *Public Service Labour Relations Act*.
- (b) For the purpose of this Collective Agreement, employees shall be subdivided into the following categories:
 - (i) "Full-time Employee" a person who works on a regular scheduled basis thirty-seven and one-half (37½) hours per week averaged over a four (4) week period and who is hired for an indeterminate period; or
 - (ii) "Part-time Employee" a person who works on a regular scheduled basis more than twelve and one-half (12½) hours but less than thirty-seven and one-half (37½) hours per week averaged over a four (4) week period and who is hired for an indeterminate period; or
 - (iii) "Temporary Employee" a person hired for a fixed period in excess of six (6) continuous months to work on a full-time or part-time basis. Such person shall be considered a temporary employee as of the first worked day of the seventh month of continuous employment. Following such fixed period or any extension(s) thereof, temporary employee status will be forfeited; or
 - (iv) "Casual Employee" a person who is employed on an irregular basis for a continuous period of six (6) months or more who works more than one-third (1/3) of the weekly normal hours

- averaged over a six (6) month period and who agrees to report for work during such six (6) month period as required.
- (v) "Casual Employees with Less than Six Months Continuous Service" a person hired on a temporary basis for the following reasons and who has not been so employed for a continuous period of six months.
 - (a) to respond to a temporary increase in workload; or
 - (b) to replace an absent employee;
- 1.05 "Promotion" means a change from one classification to another classification which has a higher maximum rate.
- 1.06 Words in this Agreement, not defined in the *Public Service Labour Relations Act* have the same meaning as words defined in the *Interpretation Act*.
- 1.07 Gender Throughout this Agreement, words importing either the masculine or feminine gender shall be used interchangeably.
- 1.08 "Overtime Rate" means one and one-half $(1 \frac{1}{2})$ times the regular hourly rate contained in Appendix A of this Collective Agreement, unless otherwise mentioned.
- 1.09 "Shift" means eight (8) consecutive hours of work including a one-half (½) hour meal period.
- 1.10 "Work Schedule" means a written statement setting forth the days and hours upon which employees are normally required to work and the days upon which employees are normally scheduled to be off work.
- 1.11 "Weekend" shall mean any consecutive forty-eight (48) hour period between 2300 hours Friday to 2400 hours Sunday.

ARTICLE 2 - PART-TIME/CASUAL/TEMPORARY EMPLOYEES

- 2.01 (a) A part-time employee shall be paid in accordance with Appendix A and shall be entitled to the following benefits on a pro-rated basis:
 - (i) vacation credits
 - (ii) sick leave credits
 - (iii) statutory holidays
 - (iv) retirement allowance.
- (b) Part-time employees currently being paid the all-inclusive rate may choose to remain to be paid in accordance with Appendix B.

Such an employee may elect at any time to be paid on a pro-rated basis in accordance with Appendix A. Once such an employee elects to be paid on this basis, the employee cannot revert to the all-inclusive rate.

- (c) All newly hired part-time employees shall be paid in accordance with Appendix A.
- (d) All temporary employees and casual employees shall be paid in accordance with the rates contained in Appendix B.
- (e) All part-time, temporary and casual employees paid in accordance with Appendix B shall not be entitled to accumulate vacation, holiday, sick leave or other cumulative benefits. Articles 17.<u>07</u>, 17.<u>08</u>, 17.<u>09</u>, and 17.<u>10</u> of the overtime provisions do not apply to such employees. Article 18 does not apply, except Article 18.12.

- 2.02 In determining the rate to be paid to persons hired on a temporary basis, previous experience may be taken into account.
- 2.03 A part-time, temporary or casual employee shall be entitled to an increment upon completion of each 1957.5 regular hours of work or multiples thereof. Casual employee's time shall be calculated from January 1, 1974, or date of hire, whichever is later.
- A leave of absence without pay for employees on the all-inclusive rate shall be granted on a yearly basis for a period of at least two weeks upon application not later than the time specified for full-time employees to apply for vacation to the Administrator. The time this period shall be taken will be subject to the approval of the Hospital Administrator.
- 2.05 Seniority of part-time, temporary and casual employees shall be calculated on a pro-rated basis from the date of attaining employee status as defined in 1.04 (a).
- 2.06 A part-time, temporary or casual employee shall be compensated at the overtime rate for all hours worked in excess of seven and one-half (7½) hours worked in any one (1) day or for all hours worked in excess of thirty-seven and one-half (37½) hours in a week average over a four (4) week period.

For the purposes of establishing a basis for calculation of this overtime, consecutive sets of two pay periods must be used. Once the initial calculation has been made in a given calendar year, all pay periods shall be counted and no period shall be counted twice.

- 2.07 A full-time employee who, for medical reasons, is required to work temporarily on a part-time basis, shall accumulate benefits based on length of service on a pro-rata basis.
- 2.08 Subject to the operational requirements of the Hospital, casual work shall be offered as equitably as possible to part-time and casual employees who are available and capable of performing the work. If there are no part-time or casual employees available and capable of performing the work, such work will be offered as equitably as possible to Casual Employees with Less than Six Months Continuous Service who are available and capable of performing the work. Equitable offers shall include: calls, no answers, refusals and periods when the employee is unavailable.

ARTICLE 3 - PROBATION

3.01 All employees shall, from date of hire, undergo a probationary period, which shall be a continuous period of seven hundred and fifty (750) hours worked.

Casual Employees with Less than Six (6) Months Continuous Service, when they become temporary or casual employees, shall be given credit towards their probationary period for all hours worked from their date of hire.

The probationary period may be waived at the discretion of the Employer. The probationary period may be extended for a further period of up to four hundred and fifty (450) hours. Such extension shall not be automatically applied. If the probationary period is to be extended, the employer representative shall discuss with the affected employee the reasons for the extension.

- 3.02 During their probationary period full-time and part-time employees shall benefit from all of the provisions of this Collective Agreement with the exception of the grievance and adjudication procedures in the case of layoff, transfer or termination during such probationary period.
- 3.03 Upon completion of the probationary period all those employees not on all-inclusive rate during that period shall have their probationary period included in the calculation of:
 - (a) vacation entitlement without loss of pay;
 - (b) accumulated sick leave without loss of pay;

- (c) the period required to establish eligibility for pension and such other programs which may be implemented by the Hospital.
- 3.04 Full-time and part-time employees on probation may be advanced sick leave to be applied against the accumulated sick leave credits earned and to be credited on completion of probationary period under clause 3.03(b) above; except that where terminated prior to completion of the probationary period the employee shall compensate the Employer for sick leave which was taken but to which he was not entitled and the amount of compensation shall be calculated at the employee's rate of remuneration at the time of termination.

ARTICLE 4 - RECOGNITION

4.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees to whom New Brunswick Certification Order Number 017 H0 2a applies.

ARTICLE 5 - RIGHTS

5.01 All the functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

ARTICLE 6 - APPLICATION OF AGREEMENT

6.01 This Agreement applies to and is binding on the Union, the employees, the Employer and its representatives.

ARTICLE 7 - FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

- 7.01 In the event that any law passed by the Legislature of the Province, applying to employees covered by this Agreement, renders null and void or materially alters any provisions of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement, and the parties to this Agreement shall commence negotiations within a period of three months with a view of reaching a mutually agreeable provision to be substituted for the provision that was rendered null and void, or was materially altered by the new legislation.
- 7.02 Where any new or amended Provincial statute conflicts with the provision of this Agreement, that statute shall prevail until the parties fulfill their obligations under 7.01 hereof.

ARTICLE 8 - CONTINUANCE OF OPERATIONS

8.01 There shall be no strikes, walkouts, lockouts, or other similar interruptions of work during the term of this Agreement.

ARTICLE 9 - PROVINCIAL SECURITY

9.01 Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulation given or made on behalf of the Government of the Province of New Brunswick in the interests of the health, safety, or security of the people of the Province.

ARTICLE 10 - UNION SECURITY

- 10.01 The Employer shall deduct from the wages due to every employee in this $\underline{\mathbf{B}}$ argaining $\underline{\mathbf{U}}$ nit an amount equal to the regular monthly dues of the Union.
- 10.02 Employees who are Union members on the effective date of this Agreement shall not revoke their membership during the term of the Agreement.
- 10.03 Employees who become members after the effective date of this Agreement shall not revoke their membership during the term of the Agreement.

10.04 The sums deducted, pursuant to this Article, shall be remitted to the Union prior to the fifteenth (15th) of the month following the month in which deductions were made. The Union will keep the Hospital advised annually of the name and address of the contact person for the Union, and the amount of monthly dues.

The monthly payment of deductions made shall be accompanied by a full list of employees as follows:

- 1. Full-time employees
- 2. Part-time employees
- 3. Temporary employees
- 4. Casual employees
- 5. Casual Employees with Less than Six Months Continuous Service

This list will also include employee: name, address, home telephone number (where available), seniority date, the amounts deducted for dues, classification, pay step number, work location and the number of hours worked by casual employees and Casual Employees with Less than Six Months Continuous Service during the month deductions were made. This list will be supplied monthly. The Employer shall submit the list in a mutually agreeable secure electronic format such as Excel.

- 10.05 The Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted under this Article until changed by a further written notice to the Employer signed by the designated official of the amount to be deducted and so from time to time.
- 10.06 The sums deducted under this Article shall be accepted by the Union as the regular monthly dues of those employees who are or shall become members of the Union and the sum so deducted from non-members of the Union shall be treated as their contributions towards the expenses of maintaining the Bargaining Agent. Membership in the Union will continue to be voluntary.
- 10.07 The Union agrees to indemnify and save the Employer harmless from any liability or action arising out of the operation of this Article.
- 10.08 The Union assumes full responsibility for the disposition of any sums deducted from the wages of any employees and remitted to the Union under this Article.

ARTICLE 11 - TIME OFF FOR UNION BUSINESS

- 11.01 The Union will inform the Hospital and/or facility in writing of the name of the liaison officer.
- 11.02 Time off for Liaison Officers

A liaison officer shall obtain the permission of his immediate supervisor before leaving his work to investigate with fellow employees complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend local meetings called by the management. Such leave shall not be unreasonably requested nor denied.

- 11.03 Servicing of Grievances
- (a) In order that the work of the Hospital shall not be unreasonably interrupted it is agreed that grievances will be serviced outside of working hours whenever possible.
- (b) If it is necessary to service a grievance during working hours, employees will not leave their jobs without giving an explanation for leaving and obtaining the supervisor's permission.
 - (c) Permission will not be unreasonably requested nor withheld.

(d) When resuming the regular work each liaison officer shall report to his immediate supervisor and if requested in the event of undue delay, will give him a reasonable explanation of his absence.

11.04 Leave Without Pay

Where operational requirements permit, the Employer will grant two (2) days leave without pay per year to employees who exercise the authority of a Liaison Officer on behalf of an employee organization to undertake training related to the duties of a Liaison Officer. The Hospital shall maintain the salary and benefits of the employee during such leave of absence. The Union shall reimburse the Hospital concerned for an amount equal to the salary and benefits for such employee, including the Employer's share of such benefits.

11.05 Contract Negotiations Meetings

Subject to operational requirements, the Employer will grant leave without pay to a reasonable number of employees for the purpose of attending contract negotiations meetings. The Hospital shall maintain the salary and benefits of the employee during such leave of absence. The Union shall reimburse the Hospital concerned for an amount equal to the salary and benefits for such employee, including the Employer's share of such benefits.

11.06 Preparatory Contract Negotiations Meetings

Subject to operational requirements, the Employer will grant leave without pay to a reasonable number of employees for the purpose of attending preparatory contract negotiations meetings. The Hospital shall maintain the salary and benefits of the employee during such leave of absence. The Union shall reimburse the Hospital concerned for an amount equal to the salary and benefits for such employee, including the Employer's share of such benefits.

11.07 Union Leave

Leave of absence without pay for up to three (3) years shall be granted to a member of the New Brunswick Union of Public and Private Employees elected or appointed to a full-time position with the Union or any body with which the Union is affiliated. Such request shall not be unreasonable denied.

Such leave may be extended for a further <u>three (3)</u> year leave or more at the request of the employee. Such leave shall be subject to the following conditions:

- (i) At least sixty (60) days notice of intention to return to work shall be given to the Employer.
- (ii) If the employee returns to work within three (3) years plus one (1) month of the granting of the leave of absence, then the employee shall be returned to their previously held position; if the employee returns to work following the absence of greater than three (3) years plus one (1) month, the employee shall be returned to their same employment status and same classification in their former workplace, if available. If a position is not available in their former workplace, they shall be placed in a comparable position in the same department. The first available vacancy in their former workplace in their same classification and same employment status will be awarded to the employee without the necessity of posting.
- (iii) Any period of orientation and/or training required will be paid by the Employer and the Union will reimburse the Employer.
- (iv) During the period of the leave the employee may, if permissible under the relevant plans, continue their contributions and, as well, pay those of the Employer.
- (v) The employee's seniority shall continue to accrue.
- (vi) The employee will take the necessary steps to ensure continued active registration in their profession.

11.08 At the written request of the Union, the Employer may grant leave of absence without pay to not more than ten (10) employees across the Province at the same time, designated by the Union for the purposes of attending Union Conventions, such absences not to exceed in the aggregate fifteen (15) working days in any calendar year, provided that the Union shall have requested such leave of absence at least two weeks prior to the proposed leave and that each employee is in a difference classification. The Hospital shall maintain the salary and benefits of the employee during such leave of absence. The Union shall reimburse the Hospital concerned for an amount equal to the salary and benefits for such employee, including the Employer's share of such benefits.

ARTICLE 12 – PROVINCIAL LABOUR MANAGEMENT COMMITTEE

- 12.01 A Provincial Labour Management Committee made up of the negotiating team for each party shall meet at the request of either party during the administrative period of the Collective Agreement. Every reasonable effort will be made to ensure continuity of team members during the life of the current Collective Agreement.
- 12.02 The parties agree that the Committee shall be employed as a forum for meaningful consultation on the interpretation of any article of the Collective Agreement whenever required, contemplated changes in conditions of employment or working conditions and any other matters of mutual interest to the parties.
- 12.03 A meeting of the Committee shall be convened by the parties within fourteen (14) calendar days of the date that either party receives an agenda from the other that any matter as outlined under 12.02 needs to be referred to joint consultation, and it shall be incumbent upon the party receiving notice to establish the date of meeting within the fourteen (14) calendar days or make such other arrangements as is acceptable to the party that issued the notice.
- 12.04 Any agreement reached by the Committee shall be binding on the parties to this Agreement and any directive required to ensure fulfillment of the agreed recommendation shall be distributed by the party or parties through their regular channels of communication.
- 12.05 The Committee shall not have power to alter, amend, add to, or modify the terms of this Collective Agreement.
- 12.06 Leave of absence with pay shall be granted to employees attending a meeting of the Provincial Labour Management Committee.

ARTICLE 13 - SETTLEMENT THROUGH DISCUSSION

- 13.01 The Employer and the Union recognize the desirability of prompt settlement of complaints and disputes which may arise out of the administration of this Agreement. The Parties also recognize that many complaints can be effectively settled through informal discussion and mutual understanding.
- 13.02 For these reasons, both parties agree that when an employee has a complaint, he will be encouraged to discuss the matter with his Supervisor as soon as possible after the circumstances giving rise to the complaint occur so that a dispute requiring reference to the grievance procedure may be avoided wherever possible.
- 13.03 In order to facilitate settlement through informal discussion, the time limits for initiating formal grievances may be extended as provided for in Article 14.05.

ARTICLE 14 - GRIEVANCE PROCEDURE

- 14.01 An employee who feels that he has been treated unjustly or considers himself aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 14.02 except that:
- (a) where there is another administrative procedure provided to deal with his specific complaint such procedure must be followed; and

- (b) where the grievance relates to the interpretation or application of this collective agreement or an arbitral award, he is not entitled to present the grievance unless he has the approval of and is represented by the Union.
- 14.02 <u>INITIAL</u> STEP: Within twenty (20) working days after the alleged grievance has arisen or the employee became aware of the grievance, the employee may present his grievance in writing either by personal service or by <u>email or</u> by mailing by registered mail, on the form authorized by the Labour and Employment Board to the person designated by the Employer as the first level in the grievance procedure. If the employee receives no reply or does not receive satisfactory settlement within ten (10) working days from the date on which he presented his grievance to the person designated by the Employer as the <u>initial</u> level in the grievance procedure, the employee may proceed to <u>the Final Step</u>.

FINAL STEP: Within ten (10) working days from the expiration of the ten (10) day period referred to in the Initial Step, the employee may present his grievance in writing at the final level of the grievance process either by personal service or by mailing it by registered mail to the person designated by the Employer as the final level in the grievance process for the Hospital in which he is employed. Any settlement proposed by the Employer at the initial level and any replies must accompany the grievance when it is presented at the final level to the person designated at the final level. The person designated as the final level shall reply to the grievance in writing to the employee within fifteen (15) working days from the date the grievance was presented at the final level. Should the employee not receive a reply or satisfactory settlement of his grievance within fifteen (15) working days from the date on which he presented his grievance at the final level, the employee may refer his grievance to Adjudication as provided in Article 15 (Adjudication) hereof, within fifteen (15) working days of the date on which he should have received a reply from the person designated as the final level.

- 14.03 In any case where the employee presents his grievance in person or in any case in which a hearing is held on a grievance at any level of the grievance process the employee may be accompanied by a representative or agent of the Union.
- 14.04 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays, and recognized holidays shall be excluded. If advantage of the provisions of this Article has not been taken within the time limits specified herein the alleged grievance shall be deemed to have been abandoned and cannot be pursued except as provided in New Brunswick Regulation 84-130.
- 14.05 The parties may mutually agree to extend the time limits specified herein provided that such agreement is in writing.
- 14.06 Where an employee presents a grievance at the final level in the grievance process and the grievance is one that is not referable to adjudication, upon request being made in writing at the time of filing the grievance to the final level, the employee will be given an opportunity to discuss the matter(s) giving rise to the grievance with the respondent at the final level.

Where the employee so requests she shall be accompanied by a Bargaining Agent Representative.

- 14.07 The Employer may present a grievance in accordance with Section 92(1) of the *Public Service Labour Relations Act* by forwarding a written notice by registered mail or personal service to the President of the Union.
- 14.08 The Union may present a grievance in accordance with Section 92(1) of the *Public Service Labour Relations Act* by submitting the written grievance at the final level of the grievance procedure.

LEVEL	EMPLOYEE'S TIME TO PRESENT GRIEVANCE WITHIN	PRESENT GRIEVANCE TO	EMPLOYER'S TIME TO RESPOND WITHIN
INITIAL	20 Working Days after the alleged grievance has arisen or has come to their attention	Person designated by the Employer	10 Working Days from receipt of written grievance
<u>FINAL</u>	10 Working Days from receipt of reply from initial level OR date reply should have been received OR in case of suspension or discharge as prescribed in Article 24	Person designated by the Employer	15 Working Days from filing of grievance at <u>final</u> level.

- 14.09 If a grievance is one which aggrieves more than one employee, a single grievance may be presented, providing the grievance is signed by the employees who feel aggrieved.
- 14.10 The Hospital will post the names of the individuals involved at each level of the grievance procedure within thirty (30) days of the signing of this agreement. It is understood such notice shall be posted in each facility in the Regional Health Authority.

ARTICLE 15 - ADJUDICATION

- 15.01 The provisions of the *Public Service Labour Relations Act* and Regulations governing the Adjudication of Grievances, shall apply to grievances lodged by employees of this unit pursuant to the provisions of the *Public Service Labour Relations Act* and Regulations thereunder respecting grievances.
- 15.02 In any case including cases arising out of any form of discipline or the loss of any remuneration, benefit, or privilege, the Adjudicator or Board of Adjudication shall have full power to direct payment of compensation, vary the penalty, or direct reinstatement of a benefit or privilege or to affirm the taking away of such benefit or privilege as he may determine appropriate to finally settle the issue between the parties, and may give retroactive effect to its decision.

ARTICLE 16 - HOURS OF WORK

- 16.01 (a) The regular hours of work in each shift shall be seven and one-half (7½) exclusive of meal period. Meal period shall not be less than thirty (30) minutes each full shift and shall not be considered hours of work.
- (b) The Hospital may implement modified regular hours of work for part-time employees, temporary employees working on a part-time basis and casual employees.
- 16.02 The regular weekly hours of work shall be thirty-seven and one-half (37½) averaged over a four (4) week period.
- 16.03 Where an employee is required to work other than a normal workweek of five (5) days on a regular basis, the Employer shall provide the employee with a schedule of his workdays so as to keep him informed of his workdays fourteen (14) calendar days in advance of the work schedule, which shall not be for less than a four (4) week period.
- 16.04 The Employer agrees to make every reasonable effort not to change the employee's schedule within the fourteen (14) day advance notice period, but may do so where operational requirements demand such change.
- 16.05 An employee's schedule shall not be changed solely for the purpose of avoiding payment to the employee for overtime services.

- 16.06 Provided sufficient advance notice is given, as determined by an employee's supervisor, employees may exchange shifts if there is no increase in cost to the Employer and the employee's supervisor authorizes the exchange.
- 16.07 Except by mutual agreement between the employee and the Employer or in the event overtime is worked, time off between shifts shall not be less than fifteen (15) hours.
- 16.08 Each employee shall be entitled to two (2) rest periods of fifteen (15) minutes each during each full shift.
- 16.09 Unless otherwise mutually agreed, employees shall not be required to work more than seven (7) days consecutively, without having two (2) consecutive days off.
- 16.10 The parties agree that Hospital units may implement compressed work week shift schedules provided that:
 - (a) the Administration of the Hospital agrees to implement and maintain the shift schedule;
 - (b) any such agreement is ratified by the Employer and the Bargaining agent before implementation;
- (c) the schedule is operated in accordance with the Collective Agreement and any addendum to the Collective Agreement.
- 16.11 The work schedule as determined by the Hospital may be amended by mutual agreement between an employee and the Hospital to provide a flexible work arrangement without committing either party to a permanent change or any additional cost to the Hospital.
- 16.12 The changing of Standard Time to Daylight Saving Time, or vice versa, shall not be considered to affect the normal daily hours of work per week and no overtime or loss of time shall be credited or deducted as a result of such change during the week such change takes place.
- 16.13 Provided sufficient advance notice is given and, where operational requirements permit, consideration shall be given to employee requests for permanent evening or night duty or requests to return to regular rotation.

ARTICLE 17 - OVERTIME

17.01 Work performed in excess of seven and one-half (7½) hours in one day or thirty-seven and one-half (37½) hours per week averaged over a four (4) week period shall constitute overtime.

For the purposes of establishing a basis for calculation of this overtime, consecutive sets of two pay periods must be used. Once the initial calculation has been made in a given calendar year, all pay periods shall be counted and no period shall be counted twice.

- 17.02 For the purpose of 17.01, All full-time and temporary employees working on a full-time basis; and all part-time and casual employees who have worked in excess of 37.5 hours in a week averaged over a four (4) week period shall be entitled to the following:
 - a. When requested by the employer to continue working immediately following the end of a shift of seven and one-half (7½) hours or longer shall be compensated at a rate of two times (2x) their regular hourly rate for all hours worked immediately following the end of their original shift; and
 - b. When requested by the employer to work on a scheduled day off, the employee shall be compensated at a rate of two times (2X) the regular hourly rate for all hours worked.
- 17.<u>03</u> Except as provided by 16.07, work performed within fifteen (15) hours of a previously worked shift shall constitute overtime.
- 17.<u>04</u> Overtime shall be authorized by the Employer in advance and in writing if possible.
- $17.\underline{05}$ Overtime shall be rotated as equitably as possible, during the term of this Agreement, among the employees who are employed for that type of work.

- 17.06 Compensation for overtime worked shall not be claimed or received for a period of extra duty of fifteen (15) minutes or less at the start or end of a shift. Where overtime in excess of fifteen (15) minutes is worked, the 11 initial fifteen (15) minutes of extra duty shall be included in the calculation of overtime. Such periods of extra duty shall not be scheduled nor otherwise unreasonably required.
- 17.<u>07</u> At the employee's choice, overtime shall be compensated either by payment at the overtime rate of pay for hours worked <u>or equivalent time off.</u>
- 17.<u>08</u> Time off shall be scheduled by the employee's immediate supervisor consistent with the efficient operation of the service.
- 17.<u>09</u> Where time off is not taken within ninety (90) days of the date on which it was worked, the employee shall be paid for that overtime at the overtime rate, unless otherwise mutually agreed.
- 17.<u>10</u> At the discretion of the employee's immediate supervisor:
- (a) time off in accordance with clause 17.<u>08</u> may be accumulated within a fiscal year up to a maximum of seventy-five (75) hours,
- (b) such hours may not form a contiguous period with vacation time unless otherwise mutually agreed between the employee and his immediate supervisor, and
- (c) hours in excess of thirty-seven and a half (37.5) hours shall be paid out once per fiscal year as of March 31. Such payment shall be made during the month of April.

ARTICLE 18 - HOLIDAYS

- 18.01 All employees shall receive one (1) day paid leave for each of the following holidays each year:
 - (a) New Year's Day;
 - (b) Family Day
 - (c) Good Friday;
 - (d) Easter Monday;
 - (e) the day fixed by proclamation of the Governor-General-in-Council for the celebration of the birthday of the Sovereign;
 - (f) Canada Day (will be kept and observed as July 1);
 - (g) New Brunswick Day;
 - (h) Labour Day;
 - (i) the day fixed by proclamation of the Governor-General-in-Council as a general day of Thanksgiving;
 - (i) Remembrance Day;
 - (k) Christmas Day;
 - (1) Boxing Day; and
 - (m) all other days proclaimed as holidays by the Governor-General of Canada or the Lieutenant Governor of the Province of New Brunswick.
- 18.02 Clause 18.01 of this Article shall not apply to an employee during any period that an employee is on leave of absence without pay, absent without leave, receiving benefits under the *Workers' Compensation Act* or under suspension.
- 18.03 (a) Where an employee is scheduled to work and works on one of the statutory holidays listed in 18.01 of this Article, the employee shall be compensated at the rate of one and one-half $(1\frac{1}{2})$ times her hourly rate and shall,

within sixty (60) days of the holiday, have another day off with pay in place of the holiday worked on a date that is mutually acceptable to the employee and her supervisor.

- (b) In the event the employee and her supervisor cannot agree on a mutually acceptable date for the day to be taken, the employee shall be paid one day's pay in lieu of the day off in her first pay following the aforementioned sixty (60) days.
- (c) When an employee is required to work on a scheduled lieu day she shall receive one day's pay for the lieu day, and, in addition, shall be compensated at the discretion of the employee either by:
 - (i) one and one-half (1½) times the employee's hourly rate for all hours worked; or
 - (ii) time and one-half (1½) the number of hours worked to be taken as time off at a later date.
- 18.04 (a) When an employee is required to work on a holiday when he is not scheduled to work, he shall:
 - (i) be compensated for hours worked at one and one-half (1½) times his hourly rate and;
 - (ii) receive his regular pay for the day and;
 - (iii) be granted another day off with pay in lieu of the holiday.
 - (b) If notice for such work is not given at least 48 hours preceding the shift, then the employee shall:
 - (i) be compensated for hours worked at double his hourly rate and;
 - (ii) receive his regular pay for the day and;
 - (iii) be granted another day off with pay in lieu of the holiday.
- 18.05 When an employee is required to remain on stand-by on a holiday as listed in 18.01 during which he was not scheduled to work, he shall:
 - (i) be compensated at the stand-by rate (Article 34.03) for each hour of stand-by duty and;
 - (ii) receive his regular pay for the holiday and;
 - (iii) be compensated at one and one-half (1½) times his hourly rate for the hours worked while on stand-by duty (pursuant to Article 34.06) and;
 - (iv) be granted another day off with pay in lieu of the holiday.
- 18.06 When an employee is required to remain on stand-by on a holiday as listed in 18.01, during which he was scheduled to work, he shall:
 - (i) receive double his hourly rate for the scheduled shift and;
 - (ii) be compensated at the stand-by rate (Article 34.03) for each hour of stand-by duty and;
 - (iii) be compensated at double his hourly rate for the hours worked on stand-by duty (pursuant to Article 34.06) and;

- (iv) be granted another day off with pay in lieu of the holiday.
- 18.07 Where a holiday falls on an employee's regular or scheduled day off, the employee shall be granted another day in lieu thereof and such day shall be taken within sixty (60) days unless otherwise mutually agreed.
- 18.08 Holiday work shall be rotated equitably among the employees who are employed for that type of work unless otherwise mutually agreed.
- 18.09 (a) Each employee shall receive either the Christmas or New Year's holidays off, unless otherwise mutually agreed.
- (b) Subject to the operational requirements of the Hospital, full-time and part-time employees who are required to work or be on stand-by on either Christmas Day or New Year's Day shall receive three (3) consecutive days off without loss of pay, one day of which must be either Christmas Day or New Year's Day, as the case may be, plus any combination of holidays listed in 18.01 and/or days not scheduled to work. This clause does not apply to employees paid in accordance with Appendix B.
- (c) any work performed on December 25th and/or January 1st shall be compensated at the discretion of the employee either by:
 - (i) two (2) times the employees hourly rate and the holiday rescheduled or
 - (ii) the employees hourly rate for the hours worked on the holiday plus the number of hours worked on the holiday to be taken as time off at a later date and the holiday rescheduled.
- 18.10 No employee shall be compensated more than once for the same hours so worked on a holiday.
- 18.11 The overtime rate shall be paid for the shifts where one-half ($\frac{1}{2}$) or more than one-half ($\frac{1}{2}$) of the hours worked fall within 0001 hours and 2400 hours on the holiday. In such cases the overtime rate shall be paid for the total hours worked. If less than one-half ($\frac{1}{2}$) of the hours worked fall within 0001 and 2400 hours on the holiday, no overtime shall be paid.
- 18.12 Any work performed by part-time, temporary and casual employees paid in accordance with Appendix B on New Year's Day, Family Day, Good Friday, Canada Day, New Brunswick Day, Labour Day, Remembrance Day or Christmas Day shall be compensated at one and one-half (1½) times the employee's hourly rate.

ARTICLE 19 - VACATIONS

- 19.01 The Hospital shall establish the vacation year and post the dates on the bulletin board for the information of the employees.
- 19.02 Every employee who, on the final day of the vacation year, has seniority of:
- (a) less than 1957.5 hours shall be entitled to vacation with pay at his regular rate calculated on the basis of one and a quarter days (1½) per month of continuous service completed to the final day of the vacation year, such vacation to be taken during the following year;
- (b) 1957.5 hours or more but less than 9787.5 hours shall be entitled to a vacation of 15 days with pay at his regular rate during the following vacation year;
- (c) 9787.5 hours or more but less than 31,320 hours shall be entitled to vacation of 20 days with pay at his regular rate during the following vacation year;

- (d) 31,320 hours but less than 33,277.5 hours shall be entitled to vacation of 21 days with pay at his regular rate during the following vacation year;
- (e) 33,277.5 hours but less than 35,235 hours shall be entitled to vacation of 22 days with pay at his regular rate during the following vacation year;
- (f) 35,235 hours but less than 37,192.5 hours shall be entitled to vacation of 23 days with pay at his regular rate during the following vacation year;
- (g) 37,192.5 hours but less than 39,150 hours shall be entitled to vacation of 24 days with pay at his regular rate during the following vacation year;
- (h) 39,150 hours or more service shall be entitled to vacation of 25 days with pay at his regular rate during the following vacation year.
- 19.03 If one of the holidays referred to in Article 18 (Holidays) falls or is observed on a regular working day during an employee's vacation period, he shall be granted an additional day's vacation to be taken at a time mutually acceptable to the Employer and employee.
- 19.04 An employee whose employment is terminated for any reason shall be paid with his final pay an amount of money equivalent to any vacation which may have accrued to his benefit in accordance with Clause 19.02 unless the employee elects to transfer his accrued vacation credits in accordance with Article 58.
- 19.05 Vacations shall not be cumulative from year to year provided that vacation entitlement may be carried over to a subsequent year at the sole discretion of the Employer. An employee who wishes to carry his vacation entitlement forward shall request the Employer's permission to do so, in writing, prior to the expiry of the year in which the employee would take the vacation sought to be carried forward.
- 19.06 Where a continuous period of absence from work on leave of absence without pay or suspension from duty, not in violation of Article 24 (Discipline) exceeds one-half (½) the number of working days in any month, no vacation credit shall accumulate for that month, but the employee shall retain any vacation credits accumulated prior to such leave or suspension from duty.
- 19.07 Employees shall be given their choice of vacation periods according to the length of continuous service. The Employer will make every effort to permit all employees to take their annual vacation entitlement during the months of June, July or August upon request.

The Employer, at its discretion, may restrict or deny vacation requests during the Hospital's established Christmas and New Year period.

The vacation period(s) will include the employee's normal weekend(s) off provided the employee's normal weekend(s) off is/are contiguous with the employee's approved vacation days.

Employees shall notify the Hospital in writing, prior to April 1st, of their choice of vacation dates. Approved vacation lists shall be posted no later than May 1st. Where application for vacation is made after this deadline, it shall be considered on a first come, first served basis. The Employer will respond to such requests as soon as possible.

- 19.08 Notwithstanding 19.07, priority shall be given to employees requesting vacation for 2 or more consecutive days.
- 19.<u>09</u> Notwithstanding 19.07 the Employer reserves the right to schedule the vacation period of each employee consistent with the efficient operation of the service. Except for the Hospital's established Christmas and New Year

period, scheduled vacations for employees shall be posted on the bulletin board at least one (1) month prior to the commencement of the vacation year. Employees must make application for choice of vacation not later than three (3) months prior to the commencement of the vacation year. Vacations may be adjusted by mutual agreement.

- 19.<u>10</u> An employee who becomes sick for a minimum of three (3) days during his vacation period shall qualify for use of sick leave credits upon production of a doctor's certificate and he shall have his vacation days rescheduled at a time mutually agreed upon.
- 19.<u>11</u> The Employer will make every reasonable effort not to recall an employee to duty after he has proceeded on vacation leave. If an employee is called back to work on his vacation day, the employee shall:
- (i) be compensated for the hours worked at the overtime rate plus will be paid at his regular rate of pay for the remainder of the shift up to seven and one-half $(7 \frac{1}{2})$ hours,
- (ii) be granted equivalent time off for the hours worked up to a maximum of seven and one-half $(7 \frac{1}{2})$ hours, and
 - (iii) have such vacation day rescheduled.

This clause does not apply to employees paid in accordance with Appendix B.

19.<u>12</u> Employees employed on a part-time basis and not on the all-inclusive rate shall be entitled to annual vacation on a pro-rata basis.

ARTICLE 20 - SICK LEAVE

- 20.01 Sick leave credits are accumulated as an insurance against financial hardship when the employee is unable to perform his/her duties because of his/her illness or non work-related injury. Each employee in the <u>Bargaining Unit</u> shall accumulate sick leave credits at the rate of one and one-half ($1\frac{1}{2}$) days per month for each calendar month of continuous employment up to a maximum credit of two hundred forty (240) working days.
- 20.02 An employee appointed on the first working day of the month shall be eligible to accumulate sick leave credits from that date.
- 20.03 An employee appointed on any day other than the first working day of the month shall be eligible to accumulate sick leave credits from the first day of the month following the date of his appointment.
- 20.04 Where a continuous period of absence from work on leave of absence without pay or suspension from duty not in violation of Article 24 (Discipline) exceeds one-half (½) the number of working days in any one month, no sick leave credits shall accumulate for that month, but the employee shall retain any sick leave credits prior to such leave or suspension from duty.
- 20.05 For the purpose of computing sick leave accumulation, the following shall be counted as working days:
 - (a) days on which the employee is on vacation;
 - (b) days on which the employee is on leave of absence with pay pursuant to the terms of this Agreement;
 - (c) days on which the employee is on sick leave pursuant to the terms of this Agreement; and
 - (d) days on which the employee is absent from work while receiving Workers' Compensation Benefits.

- 20.06 In any case of absence due to sickness or accident the matter must be reported as soon as possible to the Supervisor or Department Head.
- 20.07 Where an employee is absent for part of his/her shift because of illness, deductions from sick leave credits shall be made in accordance with the number of hours absent.
- 20.08 (a) An employee who has insufficient or no sick leave credits to cover the granting of sick leave with pay pursuant to this Article, may be granted <u>up to</u> a fifteen (15) day block of sick leave credits.
- (b) The fifteen (15) day block of sick leave credits granted shall be paid back at the rate of three-quarter (3/4) days per month of credits earned upon return to employment.
- (c) An employee will not be permitted to borrow sick leave credits until all previously borrowed credits have been repaid in accordance with this article.
- 20.09 Upon termination of employment, an employee who has been granted advance sick leave under this Article shall reimburse the Employer for any such leave that was granted to him and remains unearned.
- 20.10 (a) If the hospital believes that there is abuse of sick leave, the employee may be required to provide proof of illness.
- (b) In cases of reported illness in excess of two (2) consecutive working days, the employee may be required to submit proof of illness.
- (c) Where an employee is required to submit proof of illness, the employee shall be informed that he is required to submit proof for this absence upon return to work. Such notification shall be given either prior to or during the absence.
- (d) If after such a request, proof of illness is not submitted, the time absent from work will be deducted from the employee's salary. Abuse of such leave may result in disciplinary action or dismissal.
- 20.11 Employees employed on a part-time basis not on the all-inclusive rate shall be entitled to sick leave on a prorata basis.
- 20.12 Every effort shall be made to schedule medical and dental appointments outside the hours of work. When this is not possible, actual time absent from work in excess of two (2) hours shall be deducted from sick leave. The employee shall notify the Hospital of the time of the appointment as soon as the appointment is confirmed.

ARTICLE 21 – MATERNITY AND CHILD CARE LEAVE

- 21.01 (a) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay.
- (b) Maternity leave shall not be made available to persons who are not employees as defined by Section 1 of the *Public Service Labour Relations Act*.
- (c) An employee on maternity leave may apply for and if eligible receive the benefit of the maternity provisions of the *Employment Insurance Act*, as amended from time to time.
- 21.02 An employee requesting maternity leave shall submit the required request for leave form to the Hospital at least twenty (20) weeks prior to the anticipated delivery date.
- 21.03 Where an employee submits a medical certificate to the hospital stating that her health so requires, sick leave in accordance with the provisions of Article 20 shall be granted prior to the commencement of the employee's requested maternity leave under 21.02.

21.04 An employee wishing to return to work following maternity leave shall give the Hospital a minimum of fifteen (15) working days notice prior to returning to work and shall provide written approval of a medical practitioner. An employee returning to work from maternity leave shall be reinstated to her previously held position and shall receive a rate of pay that is equivalent to or greater than the rate of pay she was receiving immediately prior to her departure on maternity leave. If the employee's previously held position has been affected by a layoff, the provisions of Article 23 shall apply.

21.05 Supplementary Unemployment Benefit Plan

- (a) This plan is conditional upon the approval and continued approval of the Federal Government.
- (b) After completion of one (1) year continuous employment <u>in a regular full-time or part-time position</u>, an employee who agrees to return to work <u>as a full-time or part-time employee</u> for a period of at least six months and who provides the Hospital with proof that she has applied for and is eligible to receive Employment Insurance benefits pursuant to the *Employment Insurance Act*, shall be eligible to be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan for a period not to exceed seventeen (17) continuous weeks, inclusive of the <u>one (1)</u> week waiting period for Employment Insurance benefits.
- (c) In respect of the period of maternity leave payments made according to the Supplementary Unemployment Benefit Plan will consist of payments equal to the difference between the unemployment insurance benefits the employee is eligible to receive and seventy five percent (75%) of her regular rate of pay at the time maternity leave commences, less any other monies received during the period which may result in a decrease in unemployment insurance benefits to which the employee would have been eligible if no extra monies had been received during this period.
- (d) Regular rate of pay shall mean the rate of pay the employee was receiving at the time maternity leave commences, but does not include retroactive adjustment of rate of pay, temporary assignment, shift premium, overtime, or any other form of supplementary compensation.
- (e) An applicant under Article (b) and (c) above shall return to work <u>as a full-time or part-time employee</u> and remain in the Employer's employ <u>in a regular full-time or part-time position</u> for a period of at least six (6) months after her return to work.

Should the employee fail to return to work <u>as a full-time or part-time employee</u> and remain at work <u>in a regular full-time or part-time position</u> for a period of six (6) months the employee shall reimburse the Employer for the amount received as maternity leave allowance on a prorata basis.

- (f) An employee who is absent from work and is receiving Workers' Compensation Benefits is not entitled to any benefits under this Article.
- 21.06 The Hospital may, upon request in writing from the employee, grant leave without pay following completion of the maternity leave requested in clause 21.03.
- 21.07 During the period of up to seventeen (17) weeks only specified in 21.01 and 21.03 hereof:
- (a) an employee continues to earn seniority and continuous service credits based on what her regular hours of work would have been;
- (b) where the employee participates in group insurance plans of the Employer, the employee and Hospital shall, upon request by the employee to continue participation in such group insurance plans, continue their contributions to premiums as required by and subject to the terms of such plans. The employee shall provide the Hospital with post dated cheques covering the employee's share of such contributions.

- (c) an employee maintains previously accumulated sick leave and vacation leave credits but does not accrue sick leave or vacation leave credits for any calendar month in which she is absent on maternity leave for more than one-half the number of working days in that month.
- 21.08 An employee granted leave of absence without pay pursuant to clause 21.06 hereof may, where permissible under relevant group insurance plans, continue contributions, including those of the Hospital during such leave of absence. The employee shall provide the Hospital with post dated cheques covering the amount of such premiums.
- 21.09 When an employee on maternity leave wishes to return to work earlier than provided for under 21.03, or wishes to return to work earlier from leave of absence without pay as provided in clause 21.06, she shall give the Hospital notice of the fact at least fifteen (15) working days in advance and the Hospital will make every reasonable effort to accommodate her request.
- 21.10 Subject to Article 21.06, an employee on maternity leave who does not return to work at the expiry of her maternity leave shall be considered to have resigned her position.
- 21.11 An employee who resigns her position for maternity reasons shall retain her accrued benefits if she becomes re-employed in Part III within six (6) months from the date of her resignation, provided such benefits have not been previously liquidated.

21.12 Child Care Leave

- (a) An employee who is the natural or adoptive parent shall be granted upon request in writing child care leave without pay for a period of up to <u>sixty-two (62)</u> weeks.
- (b) The <u>sixty-two (62)</u> week child care leave period referred to in 21.12(a) above shall commence no earlier than the date on which the newborn or adoptive child comes into the employee's care and shall end no later than <u>seventy-eight (78)</u> weeks after this date.
- (c) The employee who is the natural mother of a child must commence the child care leave immediately upon expiry of maternity leave unless the Hospital and employee agree otherwise, and shall give the Hospital a minimum of six weeks' notice of her intent to take the child care leave. If the newborn child is hospitalized when maternity leave expires, the taking of the leave may be delayed.
- (d) If the natural father intends to take child care leave, he shall give a minimum of six (6) weeks written notice to the Hospital of the commencement date and duration of the leave.
- (e) For adoptive parents, such leave shall be requested as soon as possible prior to the commencement of the leave.
- (f) If both parents are employees, the $\underline{\text{sixty-two }(62)}$ week child care leave may be taken by one parent or shared by the two parents, provided the combined leave period does not exceed $\underline{\text{sixty-two }(62)}$ weeks.
- (g) An employee returning to work from child care leave shall be reinstated to his/her previously held position and shall receive a rate of pay that is equivalent to or greater than the rate of pay he/she was receiving immediately prior to departure on child care leave. If the employee's previously held position has been affected by layoff, the provisions of Article 23 shall apply.
- (h) During the period of child care leave of up to $\underline{\text{sixty-two }(62)}$ weeks only specified in clause 21.12 (a) thereto:
 - (1) an employee continues to earn seniority and continuous service credits based on what her regular hours of work would have been;

- (2) when an employee participates in group insurance plans of the Employer, such employee may, if permissible under the relevant plan, continue contributions, including that of the Hospital to such group insurance plans. The employee shall provide the Hospital with postdated cheques covering the amount of such premiums;
- (3) an employee maintains but does not accrue sick leave or vacation leave benefits for any calendar month in which he/she is absent on child care leave for more than one-half (½) the number of working days in that month;
- (i) The Hospital may, upon request in writing from the employee, grant leave of absence without pay following completion of the child care leave requested in clause 21.12(a) above. An employee granted such leave of absence without pay may, where permissible under the relevant insurance plans, continue contributions including those of the Hospital during such extended leave. The employee shall provide the Hospital with post dated cheques covering the amount of such premiums.
- 21.13 Subject to Clause 21.12(i) above, an employee on child care leave who does not return to work at the expiry of such leave, shall be considered to have resigned his/her position.

ARTICLE 22 - TEMPORARY ASSIGNMENTS

- 22.01 (a) Extra pay for temporary assignment to a position of a higher classification shall apply to eligible employees who assume the major portion of the duties of the higher rated position for a period in excess of five (5) consecutive working days, such pay to be retroactive to the first day of assignment. Where there are other qualified employees available and willing to accept the temporary assignment, an employee may refuse the temporary assignment. If no qualified employee is available and willing to accept such temporary assignment, the Employer retains the right to assign.
- (b) When a temporary assignment occurs and is thought to be for a period less than <u>six (6)</u> months, the Hospital shall have the right to make the appointment.
- (c) If the temporary assignment is thought to be for $\underline{\text{six }(6)}$ months or greater, the temporary assignment shall be filled in accordance with Article 25.01 and 25.02.
 - (d) Vacancies resulting from initial postings under 22.01 (c) are not required to be posted.
- Where a position is temporarily vacant for a period in excess of five (5) consecutive days, the Hospital shall not assign more than one (1) employee for the sole purpose of avoiding payment of temporary assignment pay.
- 22.03 Eligible employees shall be paid that step in the pay scale of the higher classification which will provide a minimum of five percent (5%) increase, but in no case will it exceed ten percent (10%) or the maximum for the position to which they are temporarily assigned.
- 22.04 An employee required to fill temporarily a classification for which is paid a lower rate than that paid for such employee's regular work shall not receive any reduction in pay by reason thereof, provided that work was available during the same period at the employee's regular occupation.
- 22.05 During the first seventy-five percent (75%) of a temporary assignment of anticipated duration of at least one (1) year, a casual employee may not apply for another temporary assignment within the same classification unless the application involves a change in employment status. This article does not apply to casual employees on a temporary assignment without an anticipated duration.

22.06 The successful applicant of a temporary assignment shall be place on a trial period in the new position for up to four hundred and fifty (450) hours worked.

ARTICLE 23 - LAYOFF, DISPLACEMENT AND RECALL

- 23.01 Subject to the right of the Hospital to retain employees with the necessary qualifications, skills and ability for the safe operation of the Hospital, layoff shall be in reverse order of seniority. Seniority as of the date of notice of layoff will be applied.
- 23.02 In the case of a temporary employee, the term of such temporary employment shall not be extended or renewed until employees on the recall list have been offered a first refusal of such temporary work provided such employees on the recall list have the necessary skills, qualifications and ability to do such work.

Layoff Procedure

23.03 The Hospital will determine the position(s) to be eliminated in a facility. The employee(s) in the position(s) affected shall be given a notice of elimination of their position(s).

Where an employee has been given a notice of elimination of their position the following procedure shall apply. The employee in the positions affected:

- (a) Has the option to displace the least senior employee in the same classification within the facility or agree to layoff.
- (b) Where no option for displacement exists under 23.03(a) above, the employee shall have the option to:
 - (i) Displace the least senior employee in the same classification within the Regional Health Authority (as defined in the Letter of Agreement Re: Definition of "Regional Health Authority");or
 - (ii) Displace the least senior employee in a lower classification within the facility; or
 - (iii) Agree to layoff.
- (c) Where no option for displacement exists under 23.03 (a), or (b), the employee shall have the option to displace the least senior employee in a lower classification within Regional Health Authority (as defined in the Letter of Agreement Re: Definition of "Regional Health Authority") or agree to layoff.
- (d) Where no option for displacement exists under the 23.03 (a), (b), or (c), the employee shall have the option to displace the least senior employee in the same or lower classification within the Hospital or agree to layoff.
- 23.04 An employee displaced by the above procedure shall have access to the same procedure provided in 23.03.
- 23.05 Employees shall exercise their options under this Article within forty-eight (48) hours of notice of layoff or displacement, excluding weekends and holidays. The Employer may extend the above notice period from forty-eight (48) hours to seventy-two (72) hours. Such notice and options shall be communicated to the employee in writing at the commencement of the (48)-hour period.
- 23.06 Any displacement under this Article is conditional upon:
 - (a) the displacing employee having the necessary qualifications, skills and ability to do the job, and
 - (b) the displacing employee having greater seniority than the displaced employee.

A displacing employee who does not have the necessary qualifications, skills and ability to do the job of the least senior employee may displace the next least senior employee whose job she can do.

- 23.07 An employee who displaces a less senior employee shall be provided an orientation period of up to ten (10) working days in order to demonstrate that she has the skill and ability to perform the requirements of the position. At its discretion, the Employer may extend the above-noted ten (10) day period. In addition to the aforesaid orientation period, where an employee displaces another employee in a different facility, the displacing employee shall be provided a two (2) day general orientation period.
- 23.08 In all cases of displacement, reference to the least senior employee shall mean:
 - (1) in the case of a full-time displacing employee, at her option, either the least senior full-time employee or the least senior part-time employee.
 - (2) in the case of a part-time displacing employee, the least senior part-time employee.
- 23.09 An employee shall be provided a minimum of thirty (30) calendar days notice of layoff. Such notice shall be provided in writing. In the event the Employer should fail to provide the minimum thirty (30) calendar days notice of layoff, the employee shall be paid for any days he would have been scheduled to work during such thirty (30) calendar day period. Layoffs will only take place after the Union and employee have been notified. The parties shall meet at the request of either party to discuss the impending layoff.

Recall Process

- 23.10 In the event of recall, employees shall be recalled in order of seniority to positions within the \underline{B} argaining \underline{U} nit for which they have the necessary qualifications, skills and ability for the safe operation of the Hospital. Lack of certain skills or qualifications which can be acquired or remedied within ten (10) days will not preclude an individual's right to exercise her recall and seniority under this clause. Employees will not be recalled to a higher classification than that in which they were classified at the time of layoff.
- 23.11 A layoff will be a termination of employment and recall rights will lapse if the layoff lasts more than twelve (12) consecutive months without recall to a regular full-time or part-time position. Subject to Clause 23.10, no new employee will be hired until all employees on layoff have been offered a first refusal of the position or positions vacant for which they have the necessary qualifications, skills, and ability.
- 23.12 An employee may be recalled to her own facility or any other facility which she has designated in writing at the time of layoff. Refusal of recall to a regular full-time or part-time position in a facility other than the facility from which she was laid off may result in the removal of that facility from her options. Three (3) recall refusals to a facility other than the one from which the employee was laid off, will result in the removal of that facility as an option for the employee in future recalls. Refusal of recall without reasonable cause to the facility from which she was laid off will result in termination of recall rights. In all cases of recall, the regular full-time or part-time position for recall purposes shall be a regular full-time or part-time position within a classification within the Bargaining Unit.
- 23.13 A full-time employee may be recalled to a full-time or part-time position. If recalled to a part-time position, the former full-time employee shall retain her recall rights to a full-time position within the Bargaining Unit to her own facility or any other facility which she has designated in writing at the time of layoff, but not to exceed the original 12 month recall period. Refusal of a full-time employee to accept recall to a part-time position will not result in loss of recall rights.
- 23.14 An employee will indicate in writing within forty-eight (48) hours excluding weekends and holidays whether she accepts or declines the recall offer. An employee who accepts a recall shall return to the service of the Hospital within two weeks of notice of recall or forfeit all recall rights. In all cases the offer of recall shall be confirmed in

writing. The ramifications of failure of acceptance shall be made known to the employee at the time the offer of recall is made.

- 23.15 This Article shall apply to full-time and part-time employees only.
- 23.16 All casual and temporary work in a facility shall be offered initially on the basis of seniority to regular employees on recall (full-time and part-time), provided that:
 - (1) she has indicated her availability, in writing, for casual or temporary work;
 - (2) she has the necessary skills, qualifications and abilities for the available casual or temporary work;
 - (3) the offer does not constitute additional cost to the Hospital or invoke an overtime situation.
- 23.17 Acceptance or refusal of casual or temporary work shall not increase the period of recall nor interfere with the recall rights of the employee.

ARTICLE 24 - DISCIPLINE

- 24.01 An employee may be disciplined by oral or written reprimand, suspension without pay or discharge.
- 24.02 No employee who has completed his probationary period shall be disciplined by suspension without pay or by discharge except for just cause.
- 24.03 An oral reprimand shall not be recorded on an employee's records and the Employer is not to provide an employee with written reasons for such disciplinary action as set out in 24.04 hereof.
- 24.04 Where the Employer intends to meet with an employee for the purpose of discussing possible disciplinary action, the employee shall be advised within a reasonable time frame in order that she may invite a union representative to attend the meeting. Where an employee is disciplined, other than an oral reprimand, the Employer shall, within ten (10) working days from the date of such discipline, provide the employee with written reasons for such disciplinary action, including any relevant dates.
- 24.05 Failure of the Employer to provide such written reasons as required by Clause 24.04 shall result in immediate reinstatement of the employee.
- 24.06 Where an employee alleges that he has been suspended or discharged in violation of clause 24.02, he may within twenty (20) days of the date of his suspension or discharge invoke the grievance procedure including adjudication as set out in this Agreement, and for the purpose of a grievance, alleging violation of clause 24.02, he shall lodge his grievance at the final level of the grievance procedure.
- 24.07 The employee shall, when grieving a disciplinary action, state the clause or clauses of this Agreement which he alleges have been contravened by the Employer. The consideration of a grievance, including adjudication, shall be limited to such Article or Articles which the employee has so alleged to have been contravened in his response to the Employer's reason for the disciplinary action.
- 24.08 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of clause 24.02 then the employee shall be immediately reinstated in his former position without loss of seniority or any other benefit which would have accrued him if he had not been suspended or discharged. One of the benefits which he shall not lose is his regular pay during the period of suspension or discharge, which shall be paid to him at the end of the next complete pay period following his reinstatement.
- 24.09 A suspension without pay shall be for a specified period of time not exceeding forty (40) working days.
- 24.10 A suspension without pay or discharge shall be effective on the date that the employee is given oral notice or notice in writing by personal service, or the post marked date of the letter when notice is given by registered mail.

- 24.11 Upon a reasonable request made during normal hours of operation and outside of the employee's working schedule, an employee shall be given, in the presence of a representative of the Employer, an opportunity to read all documents in his/her personnel file relating to disciplinary action taken against him/her. If requested at such time, an employee may be provided with a copy of such documents.
- 24.12 The employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware.
- 24.13 A record of disciplinary action shall be removed from the file of an employee upon the expiration of a period of eighteen (18) months following the effective date of the disciplinary action, provided no other instance of disciplinary action in respect of the employee has been recorded during this eighteen (18) month period.

ARTICLE 25 - POSTING OF VACANCIES

- 25.01 (a) When a vacancy occurs, or a new position is created within the <u>Bargaining Unit</u>, the Hospital shall, within fourteen (14) calendar days, post <u>electronic</u> notice of the position for a minimum of fourteen (14) days. A copy of the notice shall be sent to the liaison officer.
- (b) Within seven (7) calendar days of the date of the appointment to a vacant or newly created position, the name of the successful applicant shall be posted <u>electronically</u> for a minimum of fourteen (14) calendar days. The liaison officer shall be provided with names of successful applicants. If no candidate is appointed, then the liaison officer shall be so notified.
- 25.02 (a) Such posting notice shall contain the following information;
 - (1) nature of position
 - (2) qualifications
 - (3) salary rate or range
 - (4) commencement date, and
 - (5) facility

The qualifications as determined by the Employer must be relevant to the position. A job description will be available on request.

- (ii) If the position is part-time, the notice shall also include the minimum number of hours as a percentage of full-time equivalent.
- (b) Employees shall be selected for positions under this Article on the basis of their skills, ability and qualifications. Where skills, ability and qualifications are relatively equal among the applicants, the position shall be filled on the basis of seniority in the Bargaining Unit within the Hospital concerned.
- 25.03 The successful applicant shall be placed on a trial period in the new position for up to <u>four hundred and fifty</u> (450) hours worked.
- 25.04 If, in the opinion of the Hospital, the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee requests to return to his/her former position within four (4) weeks of transferring to the new position, she shall be returned to her former position without loss of seniority at the same salary of her former position, and any other employee promoted or transferred because of the rearrangement of positions shall be returned to her former position without loss of seniority at the salary of her former position. Upon completion of the three-month trial period, such employee shall be confirmed in the position.
- 25.05 During the first nine (9) months of a temporary assignment of anticipated duration of at least one (1) year, a casual employee may not apply for another temporary assignment within the same classification unless the application involves a change in employment status.

ARTICLE 26 - SENIORITY

- 26.01 (a) Seniority shall accumulate from the date of attaining employee status as defined in 1.04 (a). Seniority for the purpose of this agreement is defined as the length of unbroken service from the date of attaining employee status and shall be used in determining priorities in all matters measured by length of service.
- (b) A member of the <u>Bargaining Unit</u> who is requested to relieve in a non-bargaining unit position for a period of less than eighteen (18) months shall retain his/her seniority and continue to accumulate seniority while he/she is in such a position. Following an eighteen (18) month period in such a position, the employee seniority shall be retained but not accumulated. Following a twenty-four (24) month period in the non-bargaining unit position, all seniority will be forfeited. While relieving in the non-bargaining position, the employee shall continue to pay Union dues.
- 26.02 (a) When an employee has been granted leave of absence without pay the seniority of such employee shall be retained but seniority and any benefits measured by the length of service shall not accumulate for any month that such leave of absence exceeds one-half ($\frac{1}{2}$) the number of working days in that month.
- (b) An employee who is granted maternity leave shall not lose her seniority and shall accumulate seniority up to a maximum of seventeen (17) weeks on the basis of what her normal regular hours would have been.
- (c) An employee who is granted child care leave shall not lose his/her seniority and shall accumulate seniority up to a maximum of <u>sixty-two (62)</u> weeks on the basis of what his/her normal regular hours would have been.
- 26.03 An employee shall not forfeit seniority solely by virtue of a change in status from full-time to part-time and vice-versa.
- 26.04 A seniority list of all employees covered by this Agreement showing the name, classification, date of hire and the number of seniority hours in the <u>Bargaining Unit</u> within the Regional Health Authority shall be posted annually, not later than February 15, in a place accessible to all employees so affected. An employee can only accumulate a maximum of 1957.5 hours in any one (1) year. A copy of the seniority list shall be given to the Union and the facility Liaison Officer(s). Such list shall remain posted until February 14 of the following year. Any review of an employee's seniority shall not go back more than thirty-six (36) months from the date of the request. Any resulting revisions to the seniority list shall only be utilized in consideration of current or subsequent decisions.

ARTICLE 27 – RETIREMENT

- 27.01 The normal retirement age shall be sixty-five (65) years of age. An employee who is currently a member of the Shared Risk Plan for Certain Bargaining Employees of New Brunswick Hospitals (CBE Shared Risk Plan) shall have the right to early retirement in accordance with the provisions of that Plan. An employee who is currently a member of the New Brunswick Public Service Pension Plan (NBPSPP) shall have the right to early retirement in accordance with the provisions of that Plan.
- 27.02 (a) An employee shall be granted the right to an early retirement in accordance with the provisions of the CBE Shared Risk Plan or the NBPSPP.
- (b) An employee shall be granted the right to apply for the Phased in Retirement Program in accordance with the provisions of the CBE Shared Risk Plan.
- 27.03 The Certain Bargaining Employees Shared Risk Pension Plan in effect on the date of signing of the Agreement, and as amended from time to time, shall continue to be in effect during the life of the Agreement, unless the parties agree otherwise.

ARTICLE 28 - RETIREMENT ALLOWANCE

28.01 (a) Subject to the limitations in 28.01 (c) (d) and 28.02 below, when an employee with a continuous service date falling before March 31, 2019 and having continuous service of five (5) years or more, retires due to

disability, death, or age, the Employer shall pay such an employee or beneficiary a retirement allowance equal to five (5) days' pay for each full year of continuous service and prorated for each partial years of continuous service but not exceeding one hundred and twenty-five (125) days' pay, at the straight time rate of pay in accordance with Appendix A of this collective agreement, such allowance to be pro-rated with respect to part-time employees. This article has no application to temporary and casual employees.

- (b) An employee who "retires" is one who:
 - (i) retires at age sixty (or later); or
 - (ii) is granted under the Public Service Shared Risk Plan or the Pension Plan for Certain Bargaining Employees:
 - an annual allowance (an actuarially reduced pension); or
 - an immediate pension.
- (c) Where an employee with a continuous service date falling before March 31, 2019 retires due to disability, death, or age, the retirement allowance shall be a lump sum payment, payable forthwith to the employee, his beneficiary, or estate as the case may be.
 - (d) The retirement allowance will be discontinued effective March 31, 2019 as follows:
 - a. Employees with a continuous service date falling on or after March 31, 2019 are not eligible for a retirement allowance.
 - b. Employees with a continuous service date falling before March 31, 2019 shall retain the full years of continuous service and prorated amounts for each partial year of continuous service accumulated up to March 31, 2019 for the purpose of calculating the retirement allowance. These employees will not accumulate further service credits March 31, 2019 for the purpose of calculating the retirement allowance.
- (e) The eligible employee as per article 28.01(a) or the employee's estate shall be advised, on a without prejudice basis, within forty-five (45) days of the date of retirement of the amount of the retirement allowance owing and the date upon which payment can be expected.
- 28.02 An employee who <u>selected and received</u> an immediate lump sum payment <u>of their retirement allowance</u> will not be eligible for any further retirement allowance payment at their retirement.

28.03 Layoff Allowance

- (a) When an employee is laid off, the Employer shall pay such an employee a lay-off allowance equal to five (5) days' pay for each full year of continuous service but not exceeding one hundred and twenty-five (125) days' pay at the employee's regular rate of pay. Such allowance for part-time employees will be pro-rated on the basis of time worked in relation to the hours normally worked by a full-time employee.
- (b) Where an employee is laid off, the lay-off allowance shall be paid in a lump sum twelve (12) months after the date he was laid off, to the employee, his beneficiary, or estate as the case may be.

ARTICLE 29 - MERIT INCREASE

- 29.01 The Employer shall, prior to the anniversary date of an employee holding a position for which there is a minimum and maximum rate of pay, review the performance of the employee.
- 29.02 The Employer, on an employee's anniversary date, may grant a pay increment to that employee provided he has not reached the maximum rate of pay for the position.
- 29.03 The Employer shall notify the employee when an annual increment is not granted. Such notice shall contain the Employer's reason for not granting the merit increase.

29.04 Recognition Premium

An employee in the bargaining unit shall, after completing 25 years of service in their registered profession be entitled to a 3% adjustment to their regular rate of pay. The employer shall implement such adjustment during the first pay period following the 25th anniversary of the employee's commencement date.

For the purposes of the initial implementation of the Retention and Recognition Premium, all employees who have already completed 25 years of service in their registered profession as of the date of signing of this collective agreement shall be entitled to the Retention Premium effective the date of signing.

ARTICLE 30 - PAY INCREMENT DATE

- 30.01 The pay increment date of an employee shall be his anniversary date of hire.
- 30.02 For the purpose of providing an incremental pay increase, the pay increment date shall be moved to the first day of the pay period in which the pay increment date falls.
- 30.03 In the case of leave of absence without pay the pay increment date shall be adjusted in accordance with clause 26.02.
- 30.04 The pay increment date as determined in accordance with the other clauses of this Article shall not change by reason only of the employee's promotion.

ARTICLE 31 - RATE OF PAY ON PROMOTION

- 31.01 When an employee is promoted, he shall move to the step of the salary range for the new position that will increase his salary at least five percent (5%), provided that such increase does not exceed the maximum for the new position or to the minimum for the new position, whichever is greater.
- 31.02 Where a Technologist I is serving a probationary period or has completed the probationary period and presents his certificate of registration, he shall be promoted to Technologist II. Employees on probation will continue to serve the probationary period if any, which may or may not be extended at the discretion of the Hospital.

ARTICLE 32 - SALARIES

- 32.01 The salaries for employees covered by this Agreement are set forth in Appendix "A" and Appendix "B" of this Agreement.
- 32.02 Service credits for previous continuous full-time service in a recognized institution in the position applied for shall be allowed up to the maximum allowable within the salary scale, provided that not more than three (3) years have elapsed between positions.
- 32.03 Service credits for continuous service in positions other than that applied for shall be considered on an individual basis.
- 32.04 The Hospital may implement a system of direct deposit with a financial institution of the employee's choice, insured under the *Canada Deposit Insurance Corporation Act*.

ARTICLE 33 – PREMIUMS

- 33.01 (a) Effective on date of signature, shift differential of two dollars and ten cents (\$2.10) per hour will be paid to all employees who work an eight (8) hour shift in which the majority of hours fall between 1700 hours and 0800 hours.
- (b) <u>Effective on date of signature,</u> a weekend premium of <u>two dollars and sixty cents (\$2.60)</u> per hour shall be paid for all hours worked on any shift where the majority of the hours fall between 2300 hours on Friday and 2400 hours on Sunday.

ARTICLE 34 - STAND-BY AND CALL-BACK

- 34.01 A stand-by duty roster and schedule may be established at certain Hospitals when, in the opinion of the Employer, it is necessary.
- 34.02 An employee who is scheduled for standby duty shall be available during his period of standby at a known telephone number. If called, such employee must report for work within the timeframe established by the hospital.
- 34.03 <u>Effective on date of signature</u>, an employee designated for stand-by duty shall be compensated at the rate of \$3.25 per hour for each hour of stand-by duty.
- 34.04 An employee shall not be required to be on stand-by duty on his days off unless otherwise mutually agreed.
- 34.05 An employee who is called to work while on stand-by duty and who reports for work shall be paid in accordance with clause 34.06. In addition, he shall receive stand-by duty pay in accordance with clause 34.03. No compensation shall be paid for the total period of stand-by if the employee is unable to report for work as required.
- 34.06 When an employee who has left the hospital is called back to work or when an employee is on standby duty and is called back to work, such employee shall be paid a minimum of three (3) hours pay to a maximum of eight (8) hours pay at the overtime rate during any eight (8) hour shift. Subject to 2.01 (e) any pay owed to an employee under this provision shall be taken in accordance with Article 17.07, 17.08 17.09 and 17.10.
- 34.07 An employee who is called back to work shall be paid an allowance to assist in defraying the cost of transportation as follows:
- (a) reimbursement for actual taxi fare paid by the employee for travel from his place of residence to the Hospital and return, but not to exceed \$11.00 for the round trip or
- (b) an amount that is equal to the actual taxi fare from his place of residence to the Hospital and return, for the use of a privately-owned vehicle, but not to exceed \$9.00 for the round trip.
- 34.08 Clause 34.07 does not apply when transportation is provided or arranged by the Hospital.
- 34.09 A full-time or a temporary full-time employee not on standby who is called on his day off and reports to work on that day shall be compensated for all hours worked at the overtime rate and shall be granted for the hours worked equivalent time off up to a maximum of seven and one-half (7½) hours. This article does not apply to prorata part-time employees and employees paid in accordance with Appendix B. If an employee has previously refused a shift and subsequently accepts that same shift, the employee shall not be entitled to equivalent time off for the hours worked.
- 34.10 Where an employee is called back to work after midnight on a day that the employee is scheduled to work on a regular day shift and the employee is required to work three hours or longer on such call back(s), the employee shall be allowed to return home upon completion of the call back work to rest six (6) hours before reporting to carry out his regular day shift assignment. To the extent that the six (6) hour period referred to above overlaps the regularly scheduled shift of the employee, he shall not lose any pay for hours not worked during his regular shift as a result of the overlap period. This article shall not apply to those employees whose first call back is after 5:00 a.m.

ARTICLE 35 - TERMINATION OF EMPLOYMENT

- 35.01 Employees who intend to resign shall give the Hospital a minimum of thirty (30) calendar days notice. Failure to give notice or failure to work any scheduled workdays during the term of notice will result in forfeiture of one (1) days pay for each day not worked from monies owing to the employee.
- 35.02 When an employee is terminated for any reason, the Employer agrees to notify the employee in writing of the reason for such termination.

ARTICLE 36 - BEREAVEMENT LEAVE

- 36.01 (a) An employee shall be granted seven (7) consecutive calendar days leave of absence without loss of salary, one (1) of which shall be the day of the funeral, in the event of the death of a mother, father, spouse, commonlaw partner, person acting in loco parentis, son, or daughter. Any additional bereavement leave may be granted subject to consideration by the Administrator.
- (b) An employee shall be granted five (5) consecutive calendar days leave of absence without loss of salary, one (1) of which shall be the day of the funeral, in the event of the death of a brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law. Any additional bereavement leave requested may be granted subject to consideration by the Administrator.
- (c) An employee shall be granted bereavement leave in the event of the death of the employee's niece, nephew, aunt or uncle without loss of pay for one (1) working day in order to attend the funeral provided that such employee attends the funeral.
- (d) If the funeral is not held within the bereavement leave provided in (a) or (b) of this article, the employee may request in writing to use the final day of bereavement leave at a later date to attend the funeral.
- 36.02 Employees shall have the right to apply for one-half ($\frac{1}{2}$) day leave to attend a funeral as a pallbearer, plus traveling time if necessary, the total leave not to exceed one (1) day and may be granted at regular rate of pay.

ARTICLE 37 - EDUCATIONAL LEAVE

- 37.01 Employees in the <u>Bargaining Unit</u> shall have the right to apply for leave with pay and be reimbursed for reasonable travel expenses by the employer for the purpose of the employee's attending refresher courses or professional seminars where the subject matter of the course or on the agenda is in their respective fields of specialty.
- 37.02 Educational leave shall be apportioned as equitably as possible.
- 37.03 The Employer may limit the leave granted to any employee under this Article to ten (10) days per year for each of the years that this Agreement continues to be in effect.
- 37.04 Where an employee is directed to take training or attend a course or seminar, he shall continue to be paid his regular salary and he shall be reimbursed in accordance with the Provincial Travel Directive, including registration and course fees.

ARTICLE 38 - EDUCATIONAL ASSISTANCE

- 38.01 The Hospital recognizes the desirability of encouraging education and shall grant leave of absences for such purposes as approved by the Hospital.
- 38.02 Employees authorized by the Hospital to attend Professional Meetings and Workshops shall be granted leave of absence without loss of pay, unless otherwise mutually agreed.
- 38.03 (a) The parties to the Agreement share a desire to improve professional standards by giving employees the opportunity on occasion to participate in seminars, workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields.
- (b) There shall be established a Committee consisting of three representatives of the Union and three representatives of the Employer, which shall receive and review each application for professional development and shall recommend to the Minister of Health those applicants which, in the opinion of the Committee, should be granted educational assistance.
- (c) An employee may apply at any time for professional development under this clause setting out the nature of the proposed program of work and the location and duration of the proposed program of work along with such other information as may be requested by the Committee.

38.04 A sum of \$50,000 for each fiscal year will be the budgeted allocation of funds to be administered through the committee identified in Clause 38.03 (b). These funds are not to be used to substitute for or subsidize existing programs.

ARTICLE 39 - EMERGENCY LEAVE

- 39.01 The employee shall have the right to apply for leave of absence with pay:
- (a) to accompany a child or spouse in a medical emergency, or to be with a member of the immediate family in the crisis of a serious illness;
 - (b) where circumstances not directly attributable to the employee prevent his reporting for duty; and
- (c) for any similar reason deemed appropriate by the Employer. Such leave shall not be unreasonably requested nor denied.
- 39.02 For purposes of this Article 39 "emergency" means a sudden, generally unexpected occurrence or set of circumstances demanding immediate attention.

ARTICLE 40 - MISCELLANEOUS LEAVE

- 40.01 The Employer may at his discretion, and upon such terms as he deems advisable, grant leave of absence with or without pay to an employee.
- 40.02 Employees in the <u>Bargaining Unit shall have the right to apply for Compassionate Care Leave without pay subject to the provisions of the *New Brunswick Employment Standards Act* as amended from time to time.</u>

40.03 Family Responsibility Leave

Employees shall have the right to apply for two (2) days leave per year for family responsibilities. The second day of leave granted under this article each year is to be deducted from the employee's sick leave bank (there shall be no such deduction for the first day of leave granted under this article each year). Such leave will not be unreasonably requested nor denied.

40.04 Quarantine Leave

Employees shall be entitled to leave with pay when absent from work because of a quarantine order issued by a Medical Officer of Health, or any other health or public safety order.

40.05 <u>Domestic Violence Leave</u>

Employees in the Bargaining Unit shall have the right to apply for Domestic Violence Leave, Intimate Partner Violence Leave, or Sexual Violence Leave per the provisions of the New Brunswick *Employment Standards Act* and Regulations thereto.

ARTICLE 41 - STORM LEAVE

- 41.01 Any employee, who, having made every reasonable effort to report for duty during the course of a storm, has been prevented from doing so because of the condition of public streets or highways, shall be given the opportunity to replace such day:
 - a) by use of accumulated Statutory Holiday, or
 - b) by use of accumulated overtime, or
 - c) by use of accumulated vacation, or
 - d) by working on one (1) of her days off or Statutory Holidays if staffing patterns permit, or
 - e) if mutually agreed, to replace that portion of the day for which the employee was prevented from reporting for duty, by working at the end of her regular shift on that day.

This benefit does not apply to casual employees.

ARTICLE 42 – REDUCTION IN HOURS

- 42.01 A full-time employee may apply in writing to reduce his/her hours to part-time on a temporary basis for a period up to, but not to exceed eighteen (18) consecutive months. Such reduction may be granted at the discretion of the Hospital without the necessity of posting under Article 25. Election of this option is subject to applicable *Income Tax Act* Regulations.
- 42.02 The following applies to temporary reductions in hours granted per this Article:
- (a) Where the request is granted, the full-time employee would be considered on a leave of absence from the full- time position as it relates to pension eligibility. Such leave may only be granted once per employee during the life of the current Collective Agreement.
- (b) Employees would maintain eligibility in the Shared Risk Plan for Certain Bargaining Employees of New Brunswick Hospitals (CBE Shared Risk Plan) or <u>New Brunswick Public Service Pension Plan (NBPSPP)</u>, as applicable, with the option of earning pensionable service on a pro-rated or full-service basis depending on the contribution option selected.
- (c) The reduced work arrangement must be submitted in writing to the Pension and Employee Benefits Division of the Department of Human Resources to ensure employee eligibility subject to the applicable Revenue Canada Purchase Maximums.
 - (d) The employee's selected contribution option will determine the Employer contribution level.
- (e) For all other provisions of the collective agreement, the employee will be considered as a part-time employee, and will accrue and use benefits on a part-time basis.
- (f) At the conclusion of the agreed leave period, he/she shall be returned to the former full- time position.
- (g) Where mutually agreed, the employee may return to full-time status prior to the originally established period of leave.
- (h) Other articles that may also apply to employees in this collective agreement include but are not limited to Article 27 Retirement.
- (i) An employee who has been granted a reduction in hours is not eligible to work casual shifts unless approved by the employer.

ARTICLE 43 - JURY AND WITNESS DUTY

- 43.01 The Employer shall grant leave with pay to every employee other than an employee on leave of absence without pay or under suspension who is summoned to appear as a witness before an adjudicator or person or body of persons authorized by law to hold a hearing or make an inquiry and to compel the attendance of witnesses before it.
- 43.02 If an employee serving in any of the above-mentioned capacities is not required to serve for the entire day, such employee shall report to work.
- 43.03 An employee who is granted leave under 43.01 shall return to the Employer any jury or witness fees received.
- 43.04 Notwithstanding Article 43.01 an employee shall not be entitled to leave with pay:
 - a) to attend court or any similar proceedings initiated by him or herself,
 - b) to attend court or any similar proceedings to which the employee is made a party and which are not associated with the employee's employment.

ARTICLE 44 - SAFETY AND HEALTH

- 44.01 Every employee employed in a Hospital <u>may be required to</u> submit satisfactory proof of having had a comprehensive physical examination before entering employment and shall be encouraged to have subsequent annual physical examinations.
- 44.02 Every employee shall be required to undergo any clinical tests and treatment which the Hospital, upon advice of its Medical Advisory Committee, deems necessary for the protection of the clients, patients and other Hospital personnel.
- 44.03 All occupationally exposed personnel shall be monitored regularly with the "accredited monitoring agency" to determine radiation hazards to employees. Proper protective measures should be established where necessary. Blood count should be carried out upon commencement and at periodic intervals during employment.
- 44.04 The Hospital shall continue to make reasonable provisions for the safety and health of its employees during the hours of employment pursuant to the terms of the *Occupational Health and Safety Act* as amended from time to time. Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Hospital. It is mutually agreed that both the Hospital and the Union shall cooperate to the fullest extent possible towards the prevention of accidents and in reasonable promotion of safety and health.

ARTICLE 45 - INJURED ON DUTY LEAVE

- 45.01 All of the employees in the unit shall be covered by the provisions of the *Workers' Compensation Act* of the Province of New Brunswick.
- 45.02 The absence of an employee who is receiving compensation benefits under the *Workers' Compensation Act* shall not be charged against the employee's sick leave credits or vacation credits.
- 45.03 Employees who are receiving compensation benefits under the *Workers' Compensation Act* and who are normally eligible for earned vacation and sick leave credits in accordance with Article 19 and 20, shall continue to earn such credits to the number of days that would have accrued for one (1) year of service.
- 45.04 (a) The employee shall receive her "regular bi-weekly pay" until such time as her compensation payments begin provided that she agrees to assign the compensation payments equal to the same period of time and provided the employee has the necessary sick leave to her credit. The Employer will credit any sick leave days used for this purpose to the employee's accumulated sick leave upon approval of the Workers' Compensation claim.
 - (b) For the purposes of Article 45.04:
 - (i) "Regular bi-weekly pay" means an amount equal to the level of compensation payable, for the pay period, to which the employee is entitled pursuant to the *Workers' Compensation Act*.
 - (ii) Payment shall commence following the period of time stipulated under the *Workers' Compensation Act* during which compensation is not payable to a worker.

ARTICLE 46 - UNIFORMS

46.01 The Employer shall provide and launder lab coats and uniforms that it requires employees to wear in keeping with safety requirements and professional appearance. The condition of lab coats and uniforms shall be reviewed at least once a year and be replaced as required.

ARTICLE 47 – PROFESSIONAL MEMBERSHIP DUES AND FEES

47.01 <u>Effective January 1, 2023, each employee who has worked a minimum of 978.75 hours during the previous calendar year shall be entitled to an annual sum of one hundred dollars (\$100) which the employee can use towards their professional association registration fees. This amount shall be paid by July 1st each year.</u>

ARTICLE 48 - DISCRIMINATION

<u>48.01</u> There shall be no discrimination, restraint, or coercion exercised or practiced upon any employee by either party because of membership in the Union or in contravention of the *Human Rights Act* of the Province of New Brunswick.

ARTICLE 49 - BULLETIN BOARDS

- 49.01 Suitable space on the designated Bulletin Board shall be made available for the posting of Union Notices.
- 49.02 Such notices shall be approved by the administration of the Hospital prior to posting.

ARTICLE 50 - HEALTH BENEFITS

- <u>50.01</u> (a) The hospital shall pay seventy-five percent (75%) of the cost of premiums of Blue Cross TD129 health plan or its equivalent and fifty percent (50%) of the cost of premiums of the basic dental plan for all full-time and eligible part-time employees and their dependents.
- (b) These provisions shall apply to full-time and part-time employees who agree to pay the remaining percentage of the cost of premiums and who meet the eligibility requirements of the insured benefit programs.
- 50.02 The Hospital shall deduct the cost of premiums of the plan when so authorized by the employee.
- <u>50</u>.03 The Employer agrees to deduct Group Insurance Premiums from the salary of any employee in the Bargaining Unit who authorizes the Employer in writing to make such deductions.

ARTICLE 51 - TECHNOLOGICAL CHANGE

- <u>51</u>.01 Technological change means the introduction of equipment or material of a different nature or kind than that previously used by the Hospital, and a change in the manner in which the Employer carries on its operations that is directly related to the introduction of that equipment or material.
- $\underline{51.02}$ When the Hospital is considering the introduction of technological change which substantially changes the duties performed by employees in the \underline{B} argaining \underline{U} nit the Hospital agrees to notify the Union as far as possible in advance of such intention.
- <u>51</u>.03 If as a result of a change in technology the Hospital requires an employee to undertake additional training, the training will be provided to the employee. Such training shall be given during the hours of work whenever possible. Any training due to technological change shall be at the Hospital expense without loss of pay to the employee.
- <u>51</u>.04 If after a reasonable period of training as determined by the Employer, the employee is unable to acquire sufficient competence, the Hospital shall make every reasonable effort to retain the employee in such position as may be available within the competence of the employee.
- <u>51</u>.05 An employee who is laid off due to technological change shall be given the opportunity to exercise her rights under Article 23.

ARTICLE 52 - MERGER AND AMALGAMATION

- <u>52.01</u> Except in cases of emergency should the Hospital merge, amalgamate or combine any of its operations or functions with another Hospital or should any Hospital take over any of the operations or functions of another Hospital, the Hospital agrees to give the Union notice in writing ninety (90) days prior to any intent by the Hospital to implement the above.
- <u>52.02</u> Discussion will commence between the Parties within ten (10) days of such notice and every reasonable effort will be made to provide continuous employment in their previous classification for employees affected in the Bargaining Unit. Any employee affected by such takeover shall be offered alternative employment subject to Article 25 with their present Employer or the other Hospital, and in the latter case, seniority of employees in the amalgamated

Hospitals or service shall be considered as one (l) list. If alternate employment is not available for some employees, the layoff shall be in accordance with Article 23.

<u>52.03</u> Where a new Hospital is planned to replace an existing facility(ies), no new employee shall be hired until the employees at the existing facility(ies) have been allocated to available positions. Employees hired in the new facility will be allocated to their previous position, to a similar position, or to another position but with their previous rate maintained until the wage rate in the new position equals or exceeds it.

ARTICLE 53 - PORTABILITY

- 53.01 A full-time or part-time employee who accepts regular full-time or part-time employment in a Hospital listed in Part III, First Schedule of the *Public Service Labour Relations Act* within sixty (60) days of the resignation date from another Hospital listed in Part III of such Act, or who accepts regular full-time or part-time employment in the Hospital from which he resigned within sixty (60) days of such resignation, shall be deemed to have been on leave of absence without pay for this period. Such employee shall retain portability respecting:
 - (1) accumulated sick leave;
 - (2) Pension Plan;
 - (3) retirement allowance;
 - (4) group life insurance;
 - (5) vacation entitlement; and
 - (6) accumulated seniority hours

In reference to the portability of accumulated sick leave in (1) above, a full-time employee who accepts employment in a part-time position shall only be entitled to access, from his/her accumulated sick leave bank as a full-time employee, an amount directly proportionate to his/her pro-rata status, with the remaining sick leave credits to be forfeited.

ARTICLE 54 - POSITION CLASSIFICATION

- 54.01 It is the right of the Employer to determine and establish position classifications and/or reclassifications.
- <u>54</u>.02 The Employer agrees to provide the Union with job specifications for classifications listed under Salary Schedule as they are created and revised.
- <u>54</u>.03 When any classification not covered under the Salary Schedule is established during the term of this Agreement, the rate of pay shall be subject to negotiation between the Employer and the Union.
- <u>54.04</u> Where the Union and/or an employee feels that the employee has been unfairly or incorrectly classified, the employee and/or the Union, on behalf of the employee, may submit the matter for review to the Chief Executive Officer or designate. If the employee and/or the Union is not satisfied with the decision of the Chief Executive Officer or designate, the employee and/or the Union may request in writing within five (5) days of the decision that the matter be forwarded to the Provincial Hospital Classification Committee for review.
- <u>54.05</u> The Employer and the Union recognize the desirability of the prompt resolution of grievances arising out of the classification assigned by the Employer to an employee's position and agree that classification grievances shall be processed and resolved in accordance with <u>Treasury Board</u> Minute 93.0530, as amended from time to time. Leave of absence will be granted to such employees who request a classification review in accordance with <u>Treasury Board</u> Minute 93.0530 and who attends such board review.
- <u>54</u>.06 Any decision out of this Article shall be retroactive to the date the complaint was submitted in writing under <u>54</u>.03, <u>54</u>.04 or <u>54</u>.05.

ARTICLE 55 – TRAVEL REGULATIONS

55.01 The New Brunswick Travel Regulations, as amended from time to time, shall apply to the employees in the Bargaining Unit.

ARTICLE 56 - COPIES OF AGREEMENT

56.01 The printing and the cost of printing of the collective agreement shall be the responsibility of the Union.

<u>56.02</u> Both the English and French texts of this Agreement shall be official. However when a difference of interpretation arises, the language used to negotiate the collective agreement will prevail.

ARTICLE 57 - CORRESPONDENCE

<u>57</u>.01 Except where otherwise provided, official communication in the form of correspondence between the Employer and the Union may be given by mail as follows:

TO THE EMPLOYER: <u>Executive</u> Director, <u>Employee</u> Relations

Department of Finance and Treasury Board

P.O. Box 6000 Fredericton, N.B.

E3B 5H1

TO THE UNION: The President

New Brunswick Union of Public and Private Employees

217 Brunswick Street Fredericton, N.B.

E3B 1G8

<u>57</u>.02 Where applicable, a copy of any pertinent communication to the Employer or the Union should also go to the Hospital concerned.

ARTICLE 58 - MALPRACTICE INSURANCE

58.01 The employees in the Bargaining Unit shall continue to be covered by the Employer's malpractice insurance.

58.02 Should any claim alleging malpractice or negligence of a similar nature be made against any employee for any matter arising from the performance of his duties, as stipulated by the Employer in the course of his employment, the province, hospital board or their insurers (malpractice insurance) shall at its expense provide the 34 employee with all legal and other necessary services to defend, negotiate or settle claims, and shall also indemnify the employee for any liability award arising from such claim and, further, the Employer shall forthwith reimburse the employee for all expenses reasonably incurred by the employee in resisting such claim should the province, hospital board, or insurer fail to provide the employee with the above-mentioned services upon written notice of the claim being served on the Employer by the employee.

ARTICLE 59 - TRANSFER OF BENEFITS

- 59.01 Upon leaving the <u>Bargaining Unit</u> to become employed in another part of the Public Service, or entering the <u>Bargaining Unit</u> immediately following employment in another Part of the Public Service.
 - (a) an employee is entitled to transfer unused sick leave credits up to a maximum of 240 days credit,
- (b) an employee is entitled to transfer unused vacation leave credits or to take cash in lieu, at the employee's option,
- (c) an employee is entitled to include the number of years continuous employment in the Public Service for purposes of calculating vacation leave and retirement allowance entitlements.

ARTICLE <u>60</u> – <u>EXTERNAL TRANSFER OF PATIENTS</u>

- <u>60.01</u> When an employee on duty is required by the Hospital to attend a patient on an ambulance transfer (air, road, etc.) and the time involved on the trip exceeds the employee's regular shift, he shall receive time off or pay, at his option, at the applicable overtime rates for all time in excess of his normal shift which the employee spends with the patient or attending to the needs of the patient.
- <u>60</u>.02 If the employee on <u>external transfer of patients</u> commences his return to the Facility within seven and onehalf ($7\frac{1}{2}$) hours following relief of ambulance transfer duty, he shall receive time off or pay, at his option, at the applicable overtime rates for all time spent in return travel in excess of his normal seven and one-half ($7\frac{1}{2}$) hour shift.
- 60.03 Subject to 60.02, if an employee is detained following relief of external transfer of patients due to weather or other transportation difficulties, he shall not lose his day(s) off. The time he is so detained and the time spent traveling back to the Facility shall be deemed to be time worked with a maximum of seven and one-half (7½) hours at straight time in a twenty-four (24) hour period.
- 60.04 Where an employee returns from an external transfer of patients after midnight on a day that the employee is scheduled to work on a regular day shift and the employee is required to work three (3) hours or longer on such ambulance transfer, the employee shall be allowed to return home upon completion of the external transfer of patients to rest six (6) hours before reporting to carry out his regular day shift assignment. To the extent that the six (6) hour period referred to above overlaps the regularly scheduled shift of the employee, he shall not lose any pay for hours not worked during his regular shift as a result of the overlap period. This Article shall not apply to those employees whose external transfer of patients commences after 5:00 a.m.
- 60.05 When a full-time employee agrees in advance to do an external transfer of patients on his day off, Article 17 shall apply. When a full-time or a temporary full-time employee not on standby who is called to do an external transfer of patients on his day off and reports to work on that day he shall be compensated for all hours worked at the overtime rate and shall be granted for the hours worked equivalent time off up to a maximum of seven and one-half (7½) hours. This Article does not apply to pro-rata part-time employees and employees paid in accordance with Appendix B.
- 60.06 Should an employee volunteer for <u>external transfer of patients</u> and elect to take his days off before returning for duty, he shall receive only straight time for the traveling time on the return journey.
- 60.07 When an employee other than a full-time employee is called back as required by the Hospital to perform external transfer of patients he shall be paid:
 - (a) straight time for the first seven and one-half $(7\frac{1}{2})$ hours in attendance of the patient; and
- (b) overtime for all hours in excess of seven and one-half $(7\frac{1}{2})$ while in attendance of the patient or in transit.
- 60.08 This Article does not apply to Paramedics and Advance Care Paramedics working with EM\ANB Inc.

ARTICLE <u>61</u> – COMPENSATION FOR MEAL PERIODS

- <u>61</u>.01 Employees who are directed by the Hospital to remain in the facility during any meal period, and who are required to be available for work during such period, shall be paid at the regular rate of pay for their meal period. If the employee is required to work during the meal period, he/she shall be remunerated as follows:
 - a) For time worked less than fifteen (15) minutes during the meal period, he/she shall be paid at the overtime rate for fifteen (15) minutes and straight time for the remaining fifteen (15) minutes, or
 - b) For time worked in excess of fifteen (15) minutes, he/she shall be paid at the overtime rate for thirty (30) minutes.
- 61.02 There shall be no pyramiding of the benefit.

ARTICLE 62 - HARASSMENT IN THE WORKPLACE

62.01 Both the Employer and the Union are committed to maintaining a working environment free from harassment and abuse as defined in the <u>Treasury Board</u> Harassment in the Workplace Policy. The provisions of the above-mentioned Policy, as amended from time to time, apply to each Regional Health Authority. Both parties, as well as the employees, have an obligation under the Policy to work together to prevent harassment and to attempt to recognize and resolve such problems should they arise. Where feasible, informal resolution is encouraged. Individual copies of the Policy shall be made available through the Hospital Human Resources Department. An employee lodging a complaint under this Policy may be assisted by a Union representative.

ARTICLE 63 - RETROACTIVITY

- 63.01 Unless otherwise stated in the agreement, all new wages are retroactive to April 1, 2019.
- 63.02 (a) All present employees are entitled to retroactive pay for all paid hours.
- (b) The following employees are entitled to retroactive pay on a prorated basis: employees who retired or died after March 31, 2019; employees who were laid off prior to the date of signing; and employees on approved leave of absence on the date of signing.
- 63.03 Other employees who were employed on April 1, 2019, and who are not employed on the date of signing of this Agreement shall be entitled to retroactive pay provided they make claim by notice in writing to the individual Hospital in which they were employed within forty-five (45) calendar days from the date of signing of this Collective Agreement.
- 63.04 The changed provisions of this collective agreement shall be effective on the date of signing of this Collective Agreement unless otherwise stated in the specific article.

ARTICLE 64- DURATION AND TERMINATION

- 64.01 This agreement constitutes the entire agreement between the parties and shall be in effect for a term beginning April 1, 2019, to March 31, 2024, and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiations of a new agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration date of this agreement or any renewal thereof.
- <u>64</u>.02 Any specific changes deemed necessary in this Agreement may be made by mutual agreement of the parties at any time during the existence of this Agreement.
- <u>64</u>.03 Where a notice requesting negotiation of a new Agreement has been given, this Agreement shall remain in full force and effect until such time as agreement has been reached in respect of a renewal, amendment or substitution thereof, or until such time as a deadlock is declared under the *Public Service Labour Relations Act*.

ARTICLE $\underline{65}$ - TERMS AND CONDITIONS OF EMPLOYMENT FOR CASUAL EMPLOYEES WITH LESS THAN SIX MONTHS CONTINUOUS SERVICE

- 65.01 The provisions of this Article shall constitute the entire terms and conditions of employment for Casual Employees with Less than Six Months Continuous Service:
- 65.02 Status of Employment

In accordance with section 63.1(2) of the *Public Service Labour Relations Act*, a collective agreement shall not provide, directly or indirectly, for the alteration or elimination of an existing term or condition of employment or the establishment of a new term or condition of employment if the alteration, elimination or establishment, as the case may be, has the effect of giving a casual employee permanent employee status.

As per the above, it is understood that Casual Employees with Less than Six Months Continuous Service do not hold permanent employment within the Public Service.

65.03 Seniority

Seniority for Casual Employees with Less than Six Months Continuous Service shall be the number of hours of service in casual employment, excluding overtime, in Part III of the Public Service from June 17, 2010. Service will only include hours actually worked by the Previously Excluded Casual Employee. A Casual Employee with Less than Six Months Continuous Service shall lose his/her seniority if there is a break in casual employment of more than twelve (12) months. The Employer shall prepare a list of Casual Employees with Less than Six Months Continuous Service and shall make this list available to the Union during January of each year.

65.04 Union Dues

The Employer shall deduct union dues from all Casual Employees with Less than Six Months Continuous Service.

65.05 Rate of Pay

A Casual Employee with Less than Six Months Continuous Service shall be paid according to Appendix B (All-Inclusive Hourly Rates) of the Collective Agreement for the classification in which the Casual Employee with Less than Six Months Continuous Service is working.

65.06 Grievances

A Casual Employee with Less than Six Months Continuous Service shall have the right to present a grievance with respect to the interpretation, application, or administration of any term or condition of employment accorded him or her under Article 65. Such grievance shall be lodged at step one of the grievance procedure outlined in Article 14. Article 14 shall apply to such grievances.

65.07 Posting of Vacancies

Where the Employer has posted a vacancy and there has been no successful Full-time, Part-time, Casual or Temporary Employee applicant, in accordance with <u>A</u>rticle 25.02(b), the Employer will then consider Casual Employees with Less than Six Months Continuous Service applicants for positions under <u>A</u>rticle 25 on the basis of their skill, ability and qualifications. Where skills, qualifications, and ability are relatively equal amongst the Casual Employees with Less than Six Months Continuous Service applicants, vacancies shall be filled on the basis of seniority within the Hospital. Articles 25.03 and 25.04 will apply to an employee hired under this Article.

65.08 Applicability of the Collective Agreement

(a) The parties agree that the following articles of the collective agreement presently in effect between the <u>Treasury Board</u> and the New Brunswick Union of Public and Private Employees, Medical Science Professionals Group, shall also apply to Casual Employees With Less than Six Continuous Months of Service on their first day of work:

Preamble

Article 1- Definitions

Article 2.08 – Part-time/Casual/Temporary Employees

Article 4 – Recognition

Article 5 – Rights

Article 6 – Application of Agreement

Article 7 – Future Legislation and the Collective Agreement

Article 8 – Continuance of Operations

Article 9 – Provincial Security

Article 10 – Union Security

Article 12.01 – 12.05 – Provincial Labour Management Committee

- Article 13 Settlement Through Discussion
- Article 15 Adjudication
- Article 34 Stand-by and Call-Back
- Article 44 Safety and Health
- Article 45.01 Injured on Duty Leave
- Article 48- Discrimination
- Article 49 Bulletin Boards
- Article 55 Travel Regulations
- Article 56 Copies of Agreement
- Article 57 Correspondence
- Article 58 Malpractice Insurance
- Article 60.04 External Transfer of Patients (60.04 only)
- Article 61 Compensation for Meal Periods
- Article 62 Harassment in the Workplace
- Article 63 Retroactivity
- Article 64 Duration and Termination
- (b) The parties agree that the following articles of the collective agreement presently in effect between the <u>Treasury Board</u> and the New Brunswick Union of Public and Private Employees, Medical Science Professionals Group, do not apply to Casual Employees With Less than Six Continuous Months of Service:
- Article 2 Part-time/Casual/Temporary
- Article 3 Probation
- Article 11 Time Off for Union Business
- Article 12.06 Provincial Labour Management Committee
- Article 14 Grievance (except as indicated in section 65.06 above)
- Article 16 Hours of Work
- Article 17 Overtime
- Article 18 Holidays
- Article 19 Vacations
- Article 20 Sick Leave
- Article 21 Maternity Leave and Child Care Leave
- Article 22 Temporary Assignments
- Article 23 Layoff, Displacement and Recall
- Article 24 Discipline
- Article 25 Posting of Vacancies (except as provided in 64.07 above)
- Article 26 Seniority (See article 64.03 above)
- Article 27 Retirement
- Article 28 Retirement Allowance
- Article 29 Merit Increase
- Article 30 Pay Increment Date
- Article 31 Rate of Pay on Promotion
- Article 32 Salaries
- Article 33 Premiums
- Article 35 Termination of Employment
- Article 36 Bereavement Leave
- Article 37 Educational Leave
- Article 38 Educational Assistance
- Article 39 Emergency Leave
- Article 40 Miscellaneous Leave
- Article 41 Storm Leave
- Article 42 Reduction in Hours
- Article 43 Jury and Witness Duty
- Article 45 Injured on Duty Leave (except 45.01)

Article 46 – Uniforms

Article 50 - Health Benefits

Article 5<u>1</u> – Technological Change

Article 52 – Merger and Amalgamation

Article 53 – Portability

Article 54 – Position Classification

Article 59 – Transfer of Benefits

Article <u>60</u> – <u>External Transfer of Patients</u> (except <u>60</u>.04)

Dated at Fredericton, New Brunswick, this 21 day of February 2023.

FOR THE UNION: FOR THE EMPLOYER

Leigh Sprague Ernie Steeves

ADDENDUM

Re: Letter of recognition

Whereas the Parties have reached a tentative agreement on December 22,2022. The contents of which are the agreed-to items negotiated by the parties on the various bargaining dates between March 28, 2022, and December 13, 2022, inclusively.

And Whereas the Parties have selected to have a limited signing of the new collective agreement instead of the usual full in-person signing with the entire bargaining teams of each Party.

The Parties wish, by way of this addendum, to recognize the vital work and contributions of each member of the Employer's and Union's bargaining team without whom this agreement could not have been concluded. The parties therefore want to extend their gratitude to the following persons:

FOR THE UNION:

Susie Proulx-Daigle, NBU President Leigh Sprague, NBU Chief Negotiator

Michael Frank
Brittany Fawcett
Peggy Firlotte
Les Gillet

Ann Stone Earle Ali Ellen Dinan Jennifer Rooney Shawna Alberts

Chris MacLellan, NBU Coordinating

Labour Relations Officer

FOR THE EMPLOYER:

Guylaine Godin, FTB Negotiator

Troy Richardson Kathy Kowalski François Varin Jenilyn Bruette

Jessica Bélanger Kennedy

Martine Savoie Réjean Bédard Rian Hogan Robin O'Hara Tania Blanchette Johanne Savoie Diane Lirette

ADDENDUM TO THE COLLECTIVE AGREEMENT

in Accordance with Article 16.10

Respecting an Agreement between

Treasury Board, Province of New Brunswick

and

The New Brunswick Union of Public and Private Employees

representing Bargaining Unit Employees covered by Public Service Labour Relation Certification Number 017 H0 2a) Medical Science Professionals Classifications

In keeping with Article 16.10, the Hospital and Union hereby agree to implement a Compressed Work Week Schedule incorporating the following amendments to the Collective Agreement.

- 1.09 "Shift" means twelve (12) consecutive hours of work including a <u>total of</u> forty-five (45) minute <u>meal</u> periods.
- 2.06 A part-time, temporary or casual employee shall be compensated at the overtime rate for all hours worked in excess of eleven and one-quarter (11½) hours worked in any twenty-four (24) hour period or for all hours worked in excess of thirty-seven and one half (37½) hours in a week averaged over one rotation of the schedule, as determined by the individual Hospital.
- 16.01 The regular hours of work in each shift shall be eleven and one-quarter (11½). The regular weekly hours of work shall be thirty-seven and one-half (37½) averaged over one rotation of the schedule as determined by the individual Hospital. Meal periods shall not be less than forty-five (45) minutes each shift and shall not be considered as hours of work.
- 16.02 The Collective Agreement, clause 16.02 does not apply.
- 16.07 Except by mutual agreement between the employee and the Employer or in the event overtime is worked, time off between shift shall not be less than twelve (12) hours.
- 16.09 Unless otherwise mutually agreed employees shall not be required to work more than four (4) consecutive days without day(s) off.
- 17.01 Work performed in excess of eleven and one-quarter (11½) hours in any twenty-four (24) hour period or thirty-seven and one-half (37½) hours per week averaged over one rotation of the schedule as determined by the individual Hospital shall constitute overtime.
- 17.02 For the purpose of 17.01, All full-time and temporary employees working on a full-time basis; and all part-time and casual employees who have worked in excess of 37.5 hours in a week averaged over a four (4) week period shall be entitled to the following:
 - a. When requested by the employer to continue working immediately following the end of a shift of eleven and one quarter (11½) hours or longer shall be compensated at a rate of two times (2x) their regular hourly rate for all hours worked immediately following the end of their original shift; and
 - b. When requested by the employer to work on a scheduled day off, the employee shall be compensated at a rate of two times (2X) the regular hourly rate for all hours worked.
- 17.03 Except as provided by 16.07 work performed within twelve (12) hours of a previously worked shift shall constitute overtime.

18.01 Employees working the compressed work week shall have their holidays pro-rated on the basis of: for every three (3) statutory holidays listed in 18.01 of the collective agreement to which an employee is eligible under the normal scheduling system, he shall be given two (2) days off with pay and such days will be considered holidays for the purpose of Article 18.

NOTE: For the purposes of this Addendum "rotation of the work schedule" as found in this Addendum means the period of time in weeks, required to complete a full cycle of scheduled work. This includes the scheduling of shifts so that an equitable distribution to all employees can be achieved. The period of time to complete such cycle is dependent on the number of employees in the work unit.

- 19.02 Vacation entitlement in accordance with clause 19.02of the collective agreement will be converted to hours as follows:
 - (a) less than 1957.5 hours shall be entitled to vacation with pay at his regular rate calculated on the basis of 9.375 hours per month of continuous service completed to the final day of the vacation year, such vacation to be taken during the following vacation year;
 - (b) 1957.5 hours or more but less than 9787.5 hours shall be entitled to a vacation of 112.5 hours with pay at his regular rate during the following vacation year;
 - (c) 9787.5 hours or more but less than 31,320 hours shall be entitled to vacation of 150 hours with pay at his regular rate during the following vacation year;
 - (d) 31,320 hours but less than 33,277.5 hours shall be entitled to vacation of 157.5 hours with pay at his regular rate during the following vacation year;
 - (e) 33,277.5 hours but less than 35,235 hours shall be entitled to vacation of 165 hours with pay at his regular rate during the following vacation year;
 - (f) 35,235 hours but less than 37,192.5 hours shall be entitled to vacation of 172.5 hours with pay at his regular rate during the following vacation year;
 - (g) 37,192.5 hours but less than 39,150 hours shall be entitled to vacation of 180 hours with pay at his regular rate during the following vacation year;
 - (h) 39,150 hours or more service shall be entitled to vacation of 187.5 hours with pay at his regular rate during the following vacation year.
- 19.10 The Employer will make every reasonable effort not to recall an employee to duty after he has proceeded on vacation leave. If an employee is called back to work on his vacation day, the employee shall:
 - (i) be compensated for the hours worked at the overtime rate plus will be paid at his regular rate of pay for the remainder of the shift up to eleven and one-quarter (11¼) hours,
 - (ii) be granted equivalent time off for the hours worked up to a maximum of eleven and one-quarter (11¼) hours, and
 - (iii) have such vacation day rescheduled.

This clause does not apply to employees paid in accordance with Appendix B.

20.01 Each employee in the <u>Bargaining Unit shall accumulate sick leave credits at the rate of eleven and one-quarter</u> (11¼) hours per month for each calendar month of continuous employment to a maximum of one thousand eight hundred (1800) hours.

- 20.07 Where an employee is absent for part of her shift because of illness, deductions from sick leave credits shall be made in accordance with the number of hours absent.
- 20.08 Where an employee has insufficient or no credits to cover the granting of sick leave with pay pursuant to this Article, sick leave with pay may be granted for a period of up to one hundred and twelve and one-half (112 ½) hours subject to the deduction of such advance leave from any sick leave credits subsequently earned.
- 28.01 (a) When an employee having continuous service of five (5) years or more retired due to disability, death, age or layoff, the Employer shall pay such an employee or beneficiary a retirement allowance equal to thirtyseven and one-half (37½) hours pay for each full year of continuous service but not exceeding nine hundred and thirty-seven and one-half (937½) hours pay at the straight time rate of pay in accordance with Appendix A of this collective agreement, such allowance to be prorated with respect to part-time employees. This article had no application to temporary and casual employees.
- 33.01 (a) Effective on date of signature, shift differential of two dollars and ten cents (\$2.10) per hour will be paid to all employees who work a twelve (12) hour shift in which the majority of hours fall between 1700 hours and 0800 hours.
- (b) Effective on date of signature, a weekend premium of two dollars and sixty cents (\$2.60) per hour shall be paid for all hours worked on any shift where the majority of the hours fall between 2300 hours on Friday and 2400 hours on Sunday.
- 34.06 When an employee who has left the hospital is called back to work or when an employee is on standby duty and is called back to work, such employee shall be paid a minimum of three (3) hours pay to a maximum of eleven and one-quarter (11¼) hours pay at the overtime rate during any twelve (12) hour shift. Subject to 2.01 (e) any pay owed to an employee under this provision shall be taken in accordance with Article 17.07, 17.08, 17.09 and 17.10.
- 34.09 A full-time or a temporary full-time employee not on standby who is called on his day off and reports to work on that day shall be compensated for all hours worked at the overtime rate and shall be granted for the hours worked equivalent time off up to a maximum of eleven and one-quarter (11½) hours. This article does not apply to prorata part-time employees and employees paid in accordance with Appendix B. If an employee has previously refused a shift and subsequently accepts that same shift, the employee shall not be entitled to equivalent time off for the hours worked.
- <u>60.02</u> If the employee on <u>external transfer of patients</u> commences his return to the facility following relief of ambulance transfer duty, he shall receive time off or pay, at his option, at the applicable overtime rate for all time spent in return travel in excess of his normal eleven and one-quarter (11½) hour shift.
- 60.03 Subject to 60.02, if an employee is detained following relief of ambulance transfer duty due to weather or other transportation difficulties, he shall not lose his day(s) off. The time he is so detained and the time spent traveling back to the facility shall be deemed to be time worked with a maximum of eleven and one-quarter (11¼) hours at straight time in a twenty-four (24) hour period.
- <u>60.07</u> When an employee other than a full-time employee is called back as required by the Hospital to perform <u>external transfer of patients</u> he shall be paid:
 - (a) Straight time for the first eleven and one-quarter (11¼) hours in attendance of the patient; and
- (b) overtime for all hours in excess of eleven and one-quarter (11½) hours while in attendance of the patient or in transit.

This Addendum to the Collective Agreement shall be in effect from date of signing the collective agreement until March 31, 2024, or a mutually agreed upon period; and shall be automatically renewed thereafter and shall remain in full effect until such time as agreement has been signed in respect of a renewed amendment or substitution thereof, or until such time as a deadlock is declared under the *Public Service Labour Relations Act*.

Dated at Fredericton, New Brunswick, 21 day of February 2023.

FOR THE UNION: FOR THE EMPLOYER:

Leigh Sprague Ernie Steeves

MEMORANDUM OF AGREEMENT Re: Laboratory Employees Transferred from Part I

MEMORANDUM OF AGREEMENT

Between

Treasury Board as Represented by the
Regional Health Authorities listed under Part III,
First Schedule of the
Public Service Labour Relations Act

and

The New Brunswick Union of Public and Private Employees

The parties hereby agree that the vacation year for all Laboratory employees transferred from Part I First Schedule of the *Public Service Labour Relations Act* and now covered by the Medical Science Professionals Unit Collective Agreement shall be the vacation year as established by the various hospitals and that these employees shall continue to be granted their vacation leave during the vacation year in which their credits are earned.

Dated at Fredericton, New Brunswick, this 21 day of February 2023.

FOR THE UNION: FOR THE EMPLOYER

Leigh Sprague Ernie Steeves

LETTER OF INTENT Re: Innovative Shifts/Modified Hours of Work LETTER OF INTENT

Between

Treasury Board as Represented by the
Regional Health Authorities listed under Part III,
First Schedule of the
Public Service Labour Relations Act

and

The New Brunswick Union of Public and Private Employees

Whereas the Parties recognize the need to develop modified hours of work to respond to changing healthcare delivery models and to ensure adequate staffing resources for the efficient delivery of services, and

Whereas the present collective agreement between the parties defines shifts of seven and one half (7½) hours or eleven and one quarter (11¼) hours,

The Parties therefore agree to the implementation of innovative shift schedules for full-time employees on the following conditions:

- (a) The Hospital shall notify the Union in writing of its intent to introduce modified regular hours of work other than seven and one half (7½) hours or eleven and one quarter (11¼) hours as the case may be. Such notice shall identify the purpose and location of the innovative shift schedule.
- (b) The Hospital and the Union shall meet at least forty-five (45) days prior to implementation of the innovative shift schedule. Employees who are directly affected may attend according to their availability. The shifts to be implemented shall be subject to mutual agreement. Such agreement shall not be unreasonably requested nor withheld.
 - (c) There shall be no split shifts or shifts of less than four (4) hours.
- (d) Innovative shifts shall be utilized only where service delivery and/or hours of operation require a length of shift other than those set out above.

Dated at Fredericton, New Brunswick, this 21 day of February 2023.

FOR THE UNION: FOR THE EMPLOYER

Leigh Sprague Ernie Steeves

LETTER OF AGREEMENT Re: Definition of "Regional Health Authority" for the application of Article 23.03, Article 23.05 and Article 23.06 (LayOff, Displacement and Recall) only

LETTER OF AGREEMENT

Between

Treasury Board as represented by the
Hospital Boards of the Hospitals listed under Part III.
First Schedule of the
Public Service Labour Relations Act

and

The New Brunswick Union of Public and Private Employees

GROUP: Medical Science Professionals

The Parties agree to the following definition of the term "Regional Health Authority" for the purposes of the application of Article 23.03, Article 23.05 and Article 23.06, (Layoff, Displacement and Recall). The term "Regional Health Authority" shall include the following eight (8) regions as identified in Schedule A of the Public Service Labour Relations Act prior to September 2008:

Regional Health Authority 1

South-East Regional Health Authority 1 Beauséjour

Regional Health Authority 2

Regional Health Authority 3

Regional Health Authority 4

Regional Health Authority 5

Regional Health Authority 6

Regional Health Authority 7

FacilicorpNB

Dated at Fredericton, New Brunswick, this 21 day of February 2023.

FOR THE UNION: FOR THE EMPLOYER

Leigh Sprague Ernie Steeves

MEMORANDUM OF AGREEMENT Re: One-Time Lump Sum Payment of \$500 for the Year 2021 MEMORANDUM OF AGREEMENT

Between

Treasury Board as Represented by the
Regional Health Authorities listed under Part III,
First Schedule of the
Public Service Labour Relations Act

and

The New Brunswick Union of Public and Private Employees

In recognition of the member's contributions to the province's pandemic response, all members of this bargaining unit who have worked during the year 2021 will receive a one-time lump sum payment of \$500 (gross) for the year 2021. The lump sum payment will be pro-rated for part-time and casual employees based on hours worked from January 1, 2021, to December 31, 2021, up to a maximum of \$500.

Dated at Fredericton, New Brunswick, this 21 day of February 2023.

FOR THE UNION: FOR THE EMPLOYER

Leigh Sprague Ernie Steeves

LETTER OF INTENT Re: Educational Leave for Paramedics

LETTER OF INTENT

Between

Treasury Board as represented by the

Hospital Boards of the Hospitals listed under Part III.

First Schedule of the

Public Service Labour Relations Act

and

The New Brunswick Union of Public and Private Employees

GROUP: Medical Science Professionals

Whereas the parties share a common commitment to continuing Paramedics education, and

Whereas the Employer recognizes the desirability of encouraging Education under Article 38 of the Collective Agreement.

The Employer, therefore, agrees to allow 1 or 2 Educational leaves per region for Paramedic Coordinator or Primary Care Paramedic to take the Advanced Care Paramedic course, subject to operational requirement.

Dated at Fredericton, New Brunswick, this 21 day of February 2023.

FOR THE UNION: FOR THE EMPLOYER

Leigh Sprague Ernie Steeves

MEMORANDUM OF AGREEMENT Re: Gender-Inclusive Language

MEMORANDUM OF AGREEMENT

Between

Treasury Board as Represented by the
Regional Health Authorities listed under Part III,
First Schedule of the
Public Service Labour Relations Act

and

The New Brunswick Union of Public and Private Employees

This memorandum is to give effect to the agreement reached between the Treasury Board of New Brunswick and the New Brunswick Union regarding the review of language in MSP collective agreement.

Both parties are committed to and support gender neutrality and inclusivity. To that end, the parties commit to, during the life of the above-noted collective agreement, establishing a Joint Committee to review the collective agreement to identify opportunities to render the language more gender-inclusive. The parties agree that any changes in language will not result in changes in application, scope or value.

Both parties acknowledge that gender inclusivity is more difficult to achieve in the French language compared to the English language but are committed nonetheless to further supporting and increasing gender neutrality and inclusivity in the collective agreement.

The Joint Committee agrees to begin their work 90 days following the signing of the collective agreement.

Dated at Fredericton, New Brunswick, this 21 day of February 2023.

FOR THE UNION: FOR THE EMPLOYER

Leigh Sprague Ernie Steeves

LETTER OF INTENT Re: Joint Committee for Advance Care Paramedic

LETTER OF INTENT

Between

Treasury Board as Represented by the
Regional Health Authorities listed under Part III,
First Schedule of the
Public Service Labour Relations Act

and

The New Brunswick Union of Public and Private Employees

WHEREAS the Union and the Employer acknowledge their respective commitments to quality health care and patient safety and agree that Paramedics play a vital role in health care system.

THE PARTIES THEREFORE AGREE THAT:

Within three (3) months of the signing of the Collective Agreement, they will form a joint committee of equal employer and union representation to explore the possibility for Ambulance New Brunswick Paramedic employees to complete the Advance Care Paramedic training with the assistance of the Employer's contribution.

The Employer will determine the appropriate number of ACPs required in the Province and the committee shall consider the Province position.

The joint committee will explore different options but will be non-binding. The Employer will reserve its right to assess, at any time, the ACPs ratio required in the province based on operational requirements.

Dated at Fredericton, New Brunswick, this 21 day of February 2023.

FOR THE UNION: FOR THE EMPLOYER

Leigh Sprague Ernie Steeves

PARAMEDIC TRANSFER AGREEMENT

Between

Treasury Board as Represented by the
Regional Health Authorities listed under Part III,

First Schedule of the
Public Service Labour Relations Act

and

The New Brunswick Union of Public and Private Employees

PREAMBLE: Following a Labor and Employment Board Order dated May 31st, 2021 (PS-003-20 and PS-004-20) and a classification analysis, the Department of Finance and Treasury Board has determined that the work and qualifications of the "Primary Care Paramedic", "Advanced Care Paramedic" and "Paramedic Coordinator" classifications (the "New Classifications") fall within the scope and definitions of the Technical category – occupational group 321 of the Medical Science Professionals ("MSP") Bargaining Unit; and

All Primary Care Paramedics, Advanced Care Paramedics and Paramedic Coordinators formerly represented by the Canadian Union of Public Employees, Local 1252 ("CUPE 1252") who are being transferred from the CUPE 1252 Bargaining Unit to the MSP Bargaining Unit on April 1, 2020, or who are subsequently hired into one of these classifications within the MSP Bargaining Unit will, following April 1, 2020, will be included in the MSP Bargaining Unit of the New Brunswick Public and Private Employees Union.

1. APPLICATION OF THE MSP COLLECTIVE AGREEMENT

Effective April 1, 2020, the terms and conditions of employment for Primary Care Paramedics, Advanced Care Paramedics and Paramedic Coordinators will be in accordance with the collective Agreement covering employees in the MSP Bargaining Unit, except for the provisions specified below.

2. **DEFINITIONS**

"Ambulance Service Region" shall mean the geographical area established by EM/ANB Inc., comprised of a number of administrative areas.

"Administrative Area" shall mean an assigned group of ANB stations within a designated geographical area.

"Ambulance Service Station" shall mean the physical location(s) where an employee regularly reports to work within an Administrative Area.

"Signing of this Transfer Agreement" shall mean the initial signing of the Transfer Agreement, which was held on December 17, 2021.

3. SUBSEQUENT POSITIONS

This agreement applies to present employees of EM/ANB Inc. employed as Primary Care Paramedics, Advanced Care Paramedics, and Paramedic Coordinators who are being transferred to the MSP Bargaining Unit and to employees subsequently hired into one of the New Classifications. If following the transfer, a transferring employee applies for and accepts a position other than the one currently held, the employee's rate of pay and terms and conditions of work shall then be in accordance with the salary and collective agreement of the subsequent position.

4. **SENIORITY**

Upon signing of this Transfer Agreement, the transferring employees shall retain their seniority previously recognized under CUPE 1252 collective agreement. All subsequent seniority will be accumulated in accordance with Article 26 of the MSP Collective Agreement. The names of each transferring employee, their classification, date of hire and their number of seniority hours shall be merged with the seniority list of EM/ANB Inc. pursuant to Article 26.04 of the

MSP Collective Agreement. The conversion of seniority hours (1.0 hour to 1.0 hour) will be based on a maximum of 1957.50 hours per continuous year of service in CUPE 1252.

The date of hire of the transferring employee will not change as a result of the transfer. The transferring employee's date of hire shall become his/her anniversary date of hire.

5. ANNIVERSARY DATE

The employees shall retain the anniversary date of hire they had with CUPE 1252. Upon transfer to the MSP Bargaining Unit, the anniversary date of hire of the former CUPE 1252 members will be recognized as April 1st for the purpose of pay increment pursuant to Article 30.01 of the MSP Collective Agreement.

For those hired after April 1,2020 they shall receive their pay increment on their anniversary date of hire.

6. PROBATIONARY PERIOD

Upon signing of this Transfer Agreement, transferring employees who have successfully completed a probationary period will not be required to undergo a probationary period. A transferring employee who upon transfer is undergoing a probationary period pursuant to Article 2.03 of the CUPE 1252 collective agreement, will begin to serve a probationary period pursuant to Article 3 of the MSP collective agreement, and be given credit for the time served on the probationary period with CUPE 1252.

7. TRIAL PERIOD

Upon signing of this Transfer Agreement, a transferring employee who is undergoing a trial period pursuant Article 31.04(a) of the CUPE 1252 Collective Agreement will begin to serve a trial period pursuant to Article 25.03 of the MSP Collective Agreement and will be given credit for the time served on the trial period with CUPE 1252.

8. VACATION LEAVE CREDITS

<u>Current employees who have any unused vacation credits accumulated under the CUPE 1252 collective agreement</u> will be allowed to transfer these credits.

Vacation entitlement will be based on article 19 of the MSP collective agreement and will be retro-active to April 1, 2020. Any differences in the previous and the new vacation entitlement will be adjusted accordingly to employees within 90 days of signing of this agreement.

All new employees hired after the signature of this Transfer Agreement will have their vacation credits in accordance with article 19 of the MSP collective agreement.

Vacation requests that were approved prior to the transfer shall be honoured.

9. MATERNITY LEAVE AND CHILD CARE LEAVE

Current employees who are on maternity or child care leave approved under the CUPE 1252 collective agreement will continue to be administered in accordance with the maternity and child care leave provisions of that agreement.

10. SICK LEAVE CREDITS

Unused sick leave credits as of April 1, 2020 earned while under the CUPE 1252 collective agreement will be transferred over to their sick banks under the MSP collective agreement up to a maximum of two hundred and forty (240) days credit. Upon signing of the Transfer Agreement, sick leave credits shall be earned as per the MSP collective agreement.

11. LONG TERM DISABILITY

The parties will continue to work expeditiously and in good faith on Long Term Disability (LTD) as it relates to the paramedics.

12. INJURED ON DUTY/ WORKERS' COMPENSATION

Any Workers' Compensation claim filed by a transferring employee prior to the transfer shall continue to be administered in accordance with Article 43 of the CUPE 1252 collective agreement. Upon signing of the Transfer Agreement, new Workers' Compensation claims will be subject to Article 45 of the MSP Collective Agreement.

13. **LEAVES WITHOUT PAY**

Every effort will be made to honour any commitments made to transferring employees regarding leaves of absence without pay that were approved prior to the signing of this agreement. This does not include leaves without pay per Article 29.05 - Leave for Union Business or 29.06 - Leave for Union Employment of the CUPE 1252 collective agreement.

14. CLASSIFICATIONS

Existing CUPE 1252 classifications will be transferred to the MSP collective agreement as follows:

CUPE 1252 Classification	MSP Classification
Primary Care Paramedic	Primary Care Paramedic
Advanced Care Paramedic	Advanced Care Paramedic
Paramedic Coordinator	Paramedic Coordinator

15. WAGES

See Appendix A

16. OVERTIME BANK

Hours in the overtime banks of former CUPE 1252 members up to seventy-five (75) hours will transferred over to the employee's MSP overtime bank. Any amount of banked overtime in excess of seventy-five (75) hours will be paid out within sixty (60) days of the signing of this Transfer Agreement.

17. STATUTORY HOLIDAY BANK

All statutory holiday bank payout will be paid at straight time. ANB will payout the hours at regular rate at the employee's request.

18. HOURS OF WORK AND SCHEDULING

Notwithstanding Article 16.02 of the MSP Collective Agreement, the regular weekly hours of work of employees covered under this Agreement shall be thirty-seven and one-half (37 ½) averaged over a twenty-four (24) week period. Further, notwithstanding Article 16.07 of the MSP Collective, time off between shifts for employees covered by this Agreement shall be ten (10) hours.

The rest of the terms and conditions regarding the hours of work and scheduling will be in accordance with the ANB Scheduling Guidelines & Definition V7.7, which is a combination of the guidelines of EM/ANB Inc. respecting scheduling and provisions of article 22 of the CUPE 1252 Collective Agreement until the parties can agree to new guidelines.

19. POSTING OF VACANCIES

The terms and conditions regarding posting of vacancies will be in accordance with the ANB Scheduling and Posting Cycle V5.1, which is a combination of the guidelines of EM/ANB Inc. dated September 24, 2015 and provisions of the CUPE 1252 Collective Agreement until the parties can agree to new guidelines.

20. PRIMARY CARE PARAMEDIC (PCP) FLOAT POSITIONS

Notwithstanding the provisions of the MSP Collective Agreement, the following process will govern the creation of and filling of permanent primary care paramedic float positions:

- 1. All bilingual vacancies of primary care paramedics currently held by permanent unilingual primary care paramedic floats will be reposted every eight weeks as per ANB's current posting cycle. When a bilingual (2+) primary care paramedic applicant is found to fill these positions, the unilingual primary care paramedic will be re-assigned ("floated") to another position within the same geographical area (i.e., a 100km radius of the original position's home station). If no position is available, the floater will remain the geographical area as an extra and will maintain their permanent full-time or part-time status, as the case may be.
- 2. All future bilingual vacancies of primary care paramedic positions shall be posted. If there are no qualified bilingual applicants, the position will be filled by a "float" primary care paramedic. If there are no float primary care paramedics available, then the position will be awarded to the most senior unilingual applicant on a temporary basis. These positions shall be reposted every 24 weeks.

21. PENSION

Effective June 1, 2021, Paramedics under the Medical Science Professionals bargaining unit shall cease contributing under the Shared Risk Plan for CUPE Employees of New Brunswick Hospitals (the "CUPE Hospitals SRP") and shall commence contributing to the Shared Risk Plan for Certain Bargaining Employees of New Brunswick Hospitals (the "CBE SRP") contingent upon the eligibility provisions under that plan.

Accrued benefits under the CUPE Hospitals SRP for these employees shall remain in that plan and employment will be deemed not to be terminated by reason of this transfer agreement. As such, employment under the CUPE 1252 bargaining unit shall be considered for the purpose of eligibility of membership or vesting under the CBE SRP. Similarly, employment under the Medical Science Professionals bargaining unit shall be considered for those employees with service under the CUPE Hospitals SRP for the purpose of vesting under that plan.

Paramedics who were entitled to purchase "Approved Leave of Absence Period" as defined under subsection 24.2 of the CUPE Hospitals SRP Plan Text prior to June 1, 2021 shall be permitted to purchase these periods as "Approved Leave of Absence Period" as defined under the CBE SRP; all provisions applicable to purchases of service under the CBE SRP shall apply to these periods, and the cost to purchase these periods shall be calculated in accordance with the applicable provisions detailed within subsections 25.1, 25.2, 25.3, 25.4 and 25.11 of the CBE SRP Plan Text.

Paramedics who were entitled to purchase "Waiting Period" as defined under subsection 24.2 of the CUPE Hospitals SRP Plan Text prior to June 1, 2021 shall be permitted to purchase these periods as "Waiting Period" as defined under the CBE SRP; all provisions applicable to purchases of service under the CBE SRP shall apply to these periods, and the cost to purchase these periods shall be calculated in accordance with the applicable provisions detailed within subsections 25.1, 25.5, and 25.11 of the CBE SRP Plan Text.

Paramedics who were entitled to purchase "Previously Refunded Service" as defined under subsection 24.2 of the CUPE Hospitals SRP Plan Text prior to June 1, 2021 shall be permitted to purchase these periods as:

"Prior Refunded Service" as defined under the CBE SRP for members who received a refund of contributions
under the CUPE Hospitals SRP or the Pension Plan for CUPE Employees of New Brunswick Hospitals (the
"CUPE Hospitals Plan"); or

• "Prior Transferred Service" as defined under the CBE SRP for members who received a payment or transfer of the commuted value or termination value under the CUPE Hospitals SRP or CUPE Hospitals Plan.

All provisions applicable to purchases of service under the CBE SRP shall apply to these periods, and the cost to purchase these periods shall be calculated in accordance with the applicable provisions detailed within subsections 25.1, 25.7, 25.8, 25.9, 25.10 and 25.11 of the CBE SRP Plan Text.

22. PAYMENT OF RETIREMENT ALLOWANCE

The retirement allowance of MSP Bargaining Unit members was discontinued effective March 31, 2019. The retirement allowance of CUPE 1252 member has not been discontinued. Former CUPE 1252 members will be given three (3) months to select one of the two options for the payment of their retirement allowance earned up to effective date of the transfer: (1) receive an immediate payment of their retirement allowance; or (2) defer the payment of their retirement allowance to the time of their retirement. The provisions of article 28 of the MSP Collective Agreement will govern all matters respecting the payment of the retirement allowance of former CUPE 1252 members.

Credit for full and partial years of service with CUPE 1252 will be transferred for the purpose of calculating the retirement allowance entitlement of transferring members in accordance with Article 28.01 of the MSP Collective Agreement. Each 1957.50 hours of continuous service with the CUPE 1252 Bargaining Unit, will count as 1957.50 hours of continuous service with the MSP Bargaining Unit. This provision also applies to employees that have reverted to casual status in order to attend Educational sessions related to their work. Such employees will be required to provide proof of attendance and may also obtain credit for partial years of service.

The retirement allowance credit will be pro-rated for part-time employees.

For employees who were previously employed in the delivery of ambulance services with private sector operators and were entitled to receive a retirement or severance allowance from their previous private sector employer and are employed with EM/ANB Inc. at the time of transfer will be credited for years of services for the purpose of retirement allowance calculations.

Any Paramedics who were eligible for a retirement allowance and resigned from EMANB Inc. since the date of the Transfer Agreement (December 17, 2021) shall receive a payment of their retirement allowance earned up to the effective date of the Transfer Agreement.

23. TRAINING

Notwithstanding Article 37.04 of the MSP collective agreement, EM/ANB Inc. will only reimburse transferring employees for expenses incurred for mandatory training in the following manner:

- (a) EM/ANB Inc. shall schedule mandatory training on the employee's scheduled days off, where possible;
- (b) EM/ANB Inc. shall reimburse the employee at one and half times (1.5) regular rate of pay for time required to attend the mandatory training scheduled on an employee's day off (in class hours only, not including travel time):
- (c) EM/ANB Inc. shall reimburse the employee for any mileage incurred from their home station to their assigned training location; if the mileage is 60 km one-way or greater. The amount reimbursed will be in accordance with the New Brunswick Provincial Travel Policy in force at the time of the training;
- (d) <u>Special circumstances may be considered by EM/ANB Inc. for mileage reimbursement when related to the Islands (Grand Manan, Deer Island & Campobello).</u> Sole discretion will be maintained by EM/ANB Inc. in <u>such circumstances; and</u>
- (e) No reimbursement will be made for any meals related to the mandatory training session.
- (f) The Employee agrees to attend the mandatory training in their assigned training location. If the Employee chooses to attend the training in a location other than their assigned location, the Employee forgoes any compensation for travel expenses.

24. UNIFORMS

<u>Uniforms for transferring employees will be in accordance with the Memorandum of Understanding respecting the uniform process, dated July 4, 2018, until such time as an agreement on uniforms is reached between MPS and the employer.</u>

25. MEAL PERIODS

Notwithstanding Appendix B to the Memorandum of Understanding with Respect to Ambulance Services, dated November 28, 2017, meal allowances for the transferring employees will be in accordance with Article 61 of the MSP collective agreement.

For any transferring employee who is directed to remain in a facility during any meal period, and who are required to be available for work during such period, the term facility mean any the physical location of any ambulance service station.

26. PROFESSIONAL FEES

EM/ANB Inc. will continue to pay one hundred dollars (\$100) towards the transferring employees annual professional fees. If the professional fees are less than one hundred dollars (\$100) the employer shall pay the full fees for that certification.

27. SHIFT PREMIUMS

Notwithstanding the Memorandum of understanding signed on November 28, 2017, shift premiums for the transferring employees will be in accordance with Article 33.01 of the MSP Collective Agreement.

28. APPLICABILITY OF THE TRANSFER AGREEMENT

This Agreement shall apply to members of the CUPE 1252 Bargaining Unit who transfer to the MSP Bargaining Unit effective April 1, 2020 (see attached: Appendix "A" List of Former CUPE 1252 members) and to new employees hired by EM/ANB Inc. into a position in one of the classifications represented by this Agreement.

This transfer agreement shall become an addendum to the MSP Collective.

29. LAYOFF AND RECALL

MSP Article 23 – LAYOFF, DISPLACEMENT AND RECALL shall apply to paramedics with the following definitions:

- "Facility" in relation to paramedics shall mean "Station"
- "Regional Health Authority" in relation to paramedics shall mean "District"
- "Hospital" in relation to paramedics shall mean "ANB"

Signed on February 21, 2023 in Fredericton, New-Brunswick

FOR THE UNION: FOR THE EMPLOYER

Leigh Sprague Ernie Steeves

APPENDIX A of the Paramedic Transfer Agreement

Paramedic Pay Plan – April 1, 2020

PARAMEDIC PAY TABLE

PCP	24.01	25.17	26.46	27.73	28.88	30.32
PC	24.92	26.13	27.47	28.78	29.98	31.47
ACP	28.45	29.83	31.36	32.86	34.22	35.93

*Rates effective as of April 1, 2020

The parties agree that the wage rates presented are inclusive of the General Economic Increase (GEI). Therefore, the wage rates effective April 1, 2020 as per transfer will not change or be increased by GEI. Employees will be placed on the step with a value closest to, but not less than, the employee's rate of pay in effect on the day prior to April 1, 2020. The transferred Paramedics from CUPE 1252 will receive the April 1, 2020 GEI under Medical Science Professionals (MSP).

In recognition of years of experience at top step of pay scale (CUPE 1252 - step C):

Employees who have been at max step C under CUPE 1252 for 5 years but less than 10 on March 31, 2020 will receive 1 extra step; employees with more than 10 years at max step as of March 31, 2020 will receive 2 extra steps on April 1, 2020. Recognition of years as at max step as a PCP will be used for placement on ACP or PC. All employees anniversary date will be April 1, 2021 for merit increases.

Incentive bonus	% Increase	\$ Increase
8 or less days sick	<u>4.34%</u>	\$2,573

Sick Leave Incentive would run on a fiscal year beginning April 1, 2022 to March 31, 2023, to be paid as a lump sum 90 days from March 31, 2023 and would be evaluated on a yearly basis (non-pensionable).

Further language to be developed.

<u>Classification – Job Study and Future Maintenance</u>

In recognition of the significant wage increases effective April 1, 2020, the Union and Employer agree that Paramedics, Paramedic Coordinators, Advanced Care Paramedics (or any future position within the paramedic family) will not participate in the current job study underway with MSP. Additionally, these classifications will not be part of the joint maintenance process when implemented. The classification process for these family of jobs will be whole job classifications based on job specifications. They will follow current language in the MSP contract (expires March 31, 2019), Article 53.

LETTER OF INTENT Re: Pension & LTD

LETTER OF INTENT

Between

Treasury Board as Represented by the
Regional Health Authorities listed under Part III,

First Schedule of the
Public Service Labour Relations Act

and

The New Brunswick Union of Public and Private Employees

The Parties agree to jointly analyze and report on options for:

- 1. Reducing the age of retirement under the CBE SRP pension plan, including the financial implications for employees, the employer, and the pension plan; and
- 2. <u>Making the cost of long-term disability plan more affordable for employees, including plan design and strategies for reducing the frequency and duration of LTD claims.</u>

Dated at Fredericton, New Brunswick, this 21 day of February 2023.

FOR THE UNION: FOR THE EMPLOYER

Leigh Sprague Ernie Steeves

<u>LETTER OF INTENT Re: Working Group To Address The Issues With The Temporary Assignments For</u> The Paramedic Classifications

LETTER OF INTENT

Between

Treasury Board as Represented by the
Regional Health Authorities listed under Part III,
First Schedule of the
Public Service Labour Relations Act

<u>and</u>

The New Brunswick Union of Public and Private Employees

WHEREAS the Union and the Employer acknowledge their respective commitments to quality health care and patient safety and agree that Paramedics play a vital role in health care system.

THE PARTIES THEREFORE AGREE THAT:

Within three (3) months of the signing of the Collective Agreement, they will form a working group between NBU, FTB and ANB to discuss the current issues with the Temporary Assignments for the Paramedic classifications.

The discussion will include but won't be limited to posting cycle and scheduling.

The working group will explore different options but will be non-binding. The Employer will reserve its right to make unilateral decisions to resolve the issues of Paramedics on Temporary Assignments in the Province.

Dated at Fredericton, New Brunswick, this 21 day of February 2023.

FOR THE UNION: FOR THE EMPLOYER

Leigh Sprague Ernie Steeves

APPENDIX A – PAY TABLES HOURLY RATES

EFFECTIVE April 1, 2019 (2.0%)

	A	В	C	D	E	F
Anesthesia Assistant*	28.35	29.66	31.04	32.44	33.73	35.41
Cancer Registrar 1	22.53	23.66	24.82	26.04	27.11	28.46
Cancer Registrar 2	24.49	25.67	26.99	28.28	29.46	30.93
Cardiology Technologist (awaiting registration)	22.53	23.66	24.82	26.04	27.11	28.46
Clinical Engineering Technologist 1	22.53	23.66	24.82	26.04	27.11	28.46
Clinical Engineering Technologist 2	26.42	27.64	28.93	30.23	31.44	33.01
Clinical Engineering Technologist 3	28.28	29.61	31.05	32.47	33.77	35.47
Clinical Engineering Technologist 4	30.21	31.68	33.17	34.78	36.23	38.04
Clinical Specialist 1* & **	44.06	46.27	48.55	50.48	52.89	
Clinical Specialist 2**	48.88	51.30	53.90	56.06	58.73	
Diagnostic Imaging Technician 1	22.53	23.66	24.82	26.04	27.11	28.46
Diagnostic Imaging Technologist 2	26.42	27.64	28.93	30.23	31.44	33.01
Director of School of Radiological Technology	30.21	31.68	33.17	34.78	36.23	38.04
Dosimetrist 1	39.94	41.16	42.46	43.76	45.49	47.77
Dosimetrist 2	41.82	43.10	44.57	46.01	47.82	50.22
Electroneurophysiology Technician 1	22.53	23.66	24.82	26.04	27.11	28.46
Electroneurophysiology Technologist 2	26.42	27.64	28.93	30.23	31.44	33.01
Electroneurophysiology Technologist 3	28.28	29.61	31.05	32.47	33.77	35.47
Graphic Artist	24.49	25.67	26.99	28.28	29.46	30.93
Health Information Professionals 1	22.04	24.40				
Health Information Professionals 2	25.96	27.36	29.03	30.20	31.74	
Health Information Professionals 3	27.52	28.89	30.41	31.63	33.20	
Health Information Professionals 4*	37.33					
Health Information Professionals 5**	38.45					
Magnetic Resonance Imaging Technologist*	29.06	30.41	31.82	33.26	34.59	36.31
Medical Electrophysiology Technician 1	22.53	23.66	24.82	26.04	27.11	28.46
Medical Electrophysiology Technologist 2	26.42	27.64	28.93	30.23	31.44	33.01
Medical Lab Technician 1	22.53	23.66	24.82	26.04	27.11	28.46
Medical Lab Technologist 2*	28.35	29.67	31.05	32.45	33.74	35.42
Medical Lab Technologist 3*	33.43	35.00	36.69	38.37	39.91	41.91
Medical Lab Technologist 4* & **	35.79	37.52	39.29	41.22	42.89	44.94

Medical Lab Technologist 5*	41.26	43.34	45.54	47.39	49.76	
Medical Radiation Technologist 3 (Supervisor)*	32.98	34.53	36.20	37.85	39.37	41.35
Medical Radiation Technologist 4 (Sector Coordinator)*	35.77	37.51	39.27	41.18	42.89	45.03
Medical Radiation Technologist 5 (Assistant Director)**	40.10	42.13	44.27	46.05	48.24	
Medical Radiation Technologist Instructor	28.28	29.61	31.05	32.47	33.77	35.47
Medical Sonography Technician 1	22.53	23.66	24.82	26.04	27.11	28.46
Medical Sonography Technologist 2	28.28	29.61	31.05	32.47	33.77	35.47
Nuclear Medicine Technician 1	22.53	23.66	24.82	26.04	27.11	28.46
Nuclear Medicine Technologist 2	26.42	27.64	28.93	30.23	31.44	33.01
Pathologist Assistant	28.28	29.61	31.05	32.47	33.77	35.47
Photographer	24.49	25.67	26.99	28.28	29.46	30.93
Radiation Therapist 1	34.89					
Radiation Therapist 2	39.94	41.16	42.46	43.76	45.49	47.77
Radiation Therapist 3 (Supervisor)	41.82	43.10	44.57	46.01	47.82	50.22
Radiation Therapist 4	43.74	45.19	46.70	48.35	50.26	52.77
Radiation Therapist 5	47.32	49.01	50.84	52.86	55.49	
Radiation Therapist Instructor	41.82	43.10	44.57	46.01	47.82	50.22
Registered Cardiology Technologist*	26.78	28.12	29.49	30.94	32.21	33.81
Registered Cardiology Technologist Coordinator **	29.43	30.84	32.44	34.01	35.39	37.09
Respiratory Therapist 1	22.53	23.66	24.82	26.04	27.11	28.46
Respiratory Therapist 2	26.42	27.64	28.93	30.23	31.44	33.01
Respiratory Therapist 3*	34.45	36.06	37.81	39.54	41.13	43.19
Tissue Bank Specialist 1	22.53	23.66	24.82	26.04	27.11	28.46
Tissue Bank Specialist 2	26.42	27.64	28.93	30.23	31.44	33.01

Note:

All rates above include *Pay Equity Adjustments and/or **Compression Inversion Adjustments if applicable.

Tissue Bank Specialist joined MSP July 8, 2019

Recruitment & Retention Adjustment of 3%

Those employees classified as: Anesthesia Assistant, Respiratory Therapist 1, 2, 3; Magnetic Resonance Imaging (MRI) Technologist*; Nuclear Medicine 1, 2 and Medical Radiation Technologist 3, 4, 5 (Nuclear Medicine supervisory only) will be paid a Recruitment and Retention adjustment of 3.00% above the rates in their individual pay scales.

*(Other MRI-certified employees classified as Diagnostic Imaging Technologist 2, Medical Radiation Technologist 3, 4 and 5 will be eligible to receive the 3.00% Recruitment and Retention adjustment for the hours worked:

- (i) performing MRI Technologist clinical work;
- (ii) performing MRI related supervisory responsibilities; or,
- (iii) performing a combination of (i) and (ii) above.)

APPENDIX A

HOURLY RATES

EFFECTIVE April 1, 2020 (2.0%)

	A	В	C	D	E	F
Advanced Care Paramedic	29.60	31.02	32.62	34.19	35.61	37.39
Anesthesia Assistant*	31.32	32.66	34.07	35.50	36.81	38.53
Cancer Registrar 1	22.98	24.13	25.32	26.56	27.65	29.03
Cancer Registrar 2	24.98	26.18	27.53	28.85	30.05	31.55
Cardiology Technologist (awaiting registration)	22.98	24.13	25.32	26.56	27.65	29.03
Clinical Engineering Technologist 1	22.98	24.13	25.32	26.56	27.65	29.03
Clinical Engineering Technologist 2	26.95	28.19	29.51	30.83	32.07	33.67
Clinical Engineering Technologist 3	28.85	30.20	31.67	33.12	34.45	36.18
Clinical Engineering Technologist 4	30.81	32.31	33.83	35.48	36.95	38.80
Clinical Specialist 1* & **	45.69	47.98	50.35	52.34	54.84	
Clinical Specialist 2**	50.69	53.20	55.89	58.14	60.91	
Diagnostic Imaging Technician 1	22.98	24.13	25.32	26.56	27.65	29.03
Diagnostic Imaging Technologist 2	26.95	28.19	29.51	30.83	32.07	33.67
Director of School of Radiological Technology	30.81	32.31	33.83	35.48	36.95	38.80
Dosimetrist 1	40.74	41.98	43.31	44.64	46.40	48.73
Dosimetrist 2	42.66	43.96	45.46	46.93	48.78	51.22
Electroneurophysiology Technician 1	22.98	24.13	25.32	26.56	27.65	29.03
Electroneurophysiology Technologist 2	26.95	28.19	29.51	30.83	32.07	33.67
Electroneurophysiology Technologist 3	28.85	30.20	31.67	33.12	34.45	36.18
Graphic Artist	24.98	26.18	27.53	28.85	30.05	31.55
Health Information Professionals 1	22.48	24.89				
Health Information Professionals 2	26.48	27.91	29.61	30.80	32.37	
Health Information Professionals 3	28.07	29.47	31.02	32.26	33.86	
Health Information Professionals 4*	38.44					
Health Information Professionals 5**	39.59					
Magnetic Resonance Imaging Technologist*	30.01	31.38	32.82	34.29	35.65	37.40
Medical Electrophysiology Technician 1	22.98	24.13	25.32	26.56	27.65	29.03
Medical Electrophysiology Technologist 2	26.95	28.19	29.51	30.83	32.07	33.67

Medical Lab Technician 1	22.98	24.13	25.32	26.56	27.65	29.03
Medical Lab Technologist 2	28.92	30.26	31.67	33.10	34.41	36.13
Medical Lab Technologist 3*	34.81	36.42	38.14	39.85	41.42	43.46
Medical Lab Technologist 4* & **	37.12	38.91	40.75	42.74	44.48	46.60
Medical Lab Technologist 5*	43.07	45.20	47.44	49.33	51.74	
Medical Radiation Technologist 3 (Supervisor)*	34.29	35.87	37.57	39.26	40.81	42.83
Medical Radiation Technologist 4 (Sector Coordinator)*	37.26	39.04	40.83	42.78	44.52	46.71
Medical Radiation Technologist 5 (Assistant Director)**	41.60	43.70	45.92	47.78	50.04	
Medical Radiation Technologist Instructor	28.85	30.20	31.67	33.12	34.45	36.18
Medical Sonography Technician 1	22.98	24.13	25.32	26.56	27.65	29.03
Medical Sonography Technologist 2	28.85	30.20	31.67	33.12	34.45	36.18
Nuclear Medicine Technician 1	22.98	24.13	25.32	26.56	27.65	29.03
Nuclear Medicine Technologist 2	26.95	28.19	29.51	30.83	32.07	33.67
Paramedic Coordinator	25.93	27.17	28.58	29.95	31.19	32.75
Pathologist Assistant	28.85	30.20	31.67	33.12	34.45	36.18
Primary Care Paramedic	24.98	26.18	27.53	28.85	30.05	31.55
Photographer	24.98	26.18	27.53	28.85	30.05	31.55
Radiation Therapist 1	35.59					
Radiation Therapist 2	40.74	41.98	43.31	44.64	46.40	48.73
Radiation Therapist 3 (Supervisor)	42.66	43.96	45.46	46.93	48.78	51.22
Radiation Therapist 4	44.61	46.09	47.63	49.32	51.27	53.83
Radiation Therapist 5	48.27	49.99	51.86	53.92	56.60	
Radiation Therapist Instructor	42.66	43.96	45.46	46.93	48.78	51.22
Registered Cardiology Technologist*	27.95	29.32	30.72	32.19	33.49	35.12
Registered Cardiology Technologist Coordinator **	30.28	31.74	33.38	34.99	36.43	38.16
Respiratory Therapist 1	22.98	24.13	25.32	26.56	27.65	29.03
Respiratory Therapist 2	26.95	28.19	29.51	30.83	32.07	33.67
Respiratory Therapist 3*	36.01	37.65	39.43	41.20	42.82	44.92
Tissue Bank Specialist 1	22.98	24.13	25.32	26.56	27.65	29.03
Tissue Bank Specialist 2	26.95	28.19	29.51	30.83	32.07	33.67
Tissue Bank Specialist 3	28.85	30.20	31.67	33.12	34.45	36.18

Note:

All rates above include *Pay Equity Adjustments and/or **Compression Inversion Adjustments if applicable.

Primary Care Paramedics, Paramedic Coordinators & Advanced Care Paramedics joined MSP April 1, 2020

Recruitment & Retention Adjustment of 3%

Those employees classified as: Anesthesia Assistant, Respiratory Therapist 1, 2, 3; Magnetic Resonance Imaging (MRI) Technologist*; Nuclear Medicine 1, 2 and Medical Radiation Technologist 3, 4, 5 (Nuclear Medicine supervisory only) will be paid a Recruitment and Retention adjustment of 3.00% above the rates in their individual pay scales.

*(Other MRI-certified employees classified as Diagnostic Imaging Technologist 2, Medical Radiation Technologist 3, 4 and 5 will be eligible to receive the 3.00% Recruitment and Retention adjustment for the hours worked:

- (i) performing MRI Technologist clinical work;
- (ii) performing MRI related supervisory responsibilities; or,
- (iii) performing a combination of (i) and (ii) above.)

Resource Adjustment of 8% (beginning October 1/2020)

Those employees classified as: Anesthesia Assistant, Diagnostic Imagining Technician 1, Diagnostic Imagining Technologist 2, Magnetic Resonance Imaging Technologist (MRI), Medical Radiation Technologist 3 (Supervisor), Medical Radiation Technologist Instructor, Medical Radiation Technologist 4 (Sector Coordinator), Director of School of Radiological Technology, Medical Radiation Technologist 5 (Assistant Director), Medical Sonography Technician 1, Medical Sonography Technologist 2, Nuclear Medicine Technician 1, Nuclear Medicine Technologist 2, Respiratory Therapist 1, 2, 3 will be paid a Resourcing Adjustment of 8%, above the rates in their individual pay scales and above the 3% Recruitment and Retention Adjustment for the classifications listed above.

APPENDIX A

HOURLY RATES

EFFECTIVE April 1, 2021 (2.0%)

	A	В	C	D	E	F
Advanced Care Paramedic	30.19	31.64	33.27	34.87	36.32	38.13
Anesthesia Assistant*	34.35	35.72	37.16	38.62	39.95	41.71
Cancer Registrar 1	23.44	24.61	25.83	27.09	28.20	29.61
Cancer Registrar 2	25.48	26.70	28.08	29.43	30.65	32.18
Cardiology Technologist (awaiting registration)	23.44	24.61	25.83	27.09	28.20	29.61
Clinical Engineering Technologist 1	23.44	24.61	25.83	27.09	28.20	29.61
Clinical Engineering Technologist 2	27.49	28.75	30.10	31.45	32.71	34.34
Clinical Engineering Technologist 3	29.43	30.80	32.30	33.78	35.14	36.90
Clinical Engineering Technologist 4	31.43	32.96	34.51	36.19	37.69	39.58
Clinical Specialist 1* & **	46.98	49.34	51.77	53.82	56.39	
Clinical Specialist 2**	52.13	54.71	57.47	59.78	62.63	
Diagnostic Imaging Technician 1	23.44	24.61	25.83	27.09	28.20	29.61
Diagnostic Imaging Technologist 2	27.49	28.75	30.10	31.45	32.71	34.34
Director of School of Radiological Technology	31.43	32.96	34.51	36.19	37.69	39.58
Dosimetrist 1	41.55	42.82	44.18	45.53	47.33	49.70
Dosimetrist 2	43.51	44.84	46.37	47.87	49.76	52.24
Electroneurophysiology Technician 1	23.44	24.61	25.83	27.09	28.20	29.61
Electroneurophysiology Technologist 2	27.49	28.75	30.10	31.45	32.71	34.34
Electroneurophysiology Technologist 3	29.43	30.80	32.30	33.78	35.14	36.90
Electronics Engineering Technologists 1	23.44	24.61	25.83	27.09	28.20	29.61
Electronics Engineering Technologists 2	27.49	28.75	30.10	31.45	32.71	34.34
Electronics Engineering Technologists 3	29.43	30.80	32.30	33.78	35.14	36.90
Graphic Artist	25.48	26.70	28.08	29.43	30.65	32.18
Health Information Professionals 1	22.93	25.39				
Health Information Professionals 2	27.01	28.47	30.20	31.42	33.02	
Health Information Professionals 3	28.63	30.06	31.64	32.91	34.54	
Health Information Professionals 4*	39.39					
Health Information Professionals 5**	40.57					

Magnetic Resonance Imaging Technologist*	30.79	32.19	33.66	35.16	36.55	38.33
Medical Electrophysiology Technician 1	23.44	24.61	25.83	27.09	28.20	29.61
Medical Electrophysiology Technologist 2	27.49	28.75	30.10	31.45	32.71	34.34
Medical Lab Technician 1	23.44	24.61	25.83	27.09	28.20	29.61
Medical Lab Technologist 2	29.50	30.87	32.30	33.76	35.10	36.85
Medical Lab Technologist 3*	35.86	37.51	39.26	41.01	42.61	44.69
Medical Lab Technologist 4* & **	38.17	40.01	41.90	43.95	45.74	47.92
Medical Lab Technologist 5*	44.43	46.60	48.88	50.81	53.27	
Medical Radiation Technologist 3 (Supervisor)*	35.30	36.91	38.65	40.37	41.95	44.01
Medical Radiation Technologist 4 (Sector Coordinator)*	38.39	40.21	42.03	44.02	45.80	48.03
Medical Radiation Technologist 5 (Assistant Director)**	42.78	44.93	47.21	49.13	51.45	
Medical Radiation Technologist Instructor	29.43	30.80	32.30	33.78	35.14	36.90
Medical Sonography Technician 1	23.44	24.61	25.83	27.09	28.20	29.61
Medical Sonography Technologist 2	29.43	30.80	32.30	33.78	35.14	36.90
Nuclear Medicine Technician 1	23.44	24.61	25.83	27.09	28.20	29.61
Nuclear Medicine Technologist 2	27.49	28.75	30.10	31.45	32.71	34.34
Paramedic Coordinator	26.45	27.71	29.15	30.55	31.81	33.40
Pathologist Assistant	29.43	30.80	32.30	33.78	35.14	36.90
Primary Care Paramedic	25.48	26.70	28.08	29.43	30.65	32.18
Photographer	25.48	26.70	28.08	29.43	30.65	32.18
Radiation Therapist 1	36.30					
Radiation Therapist 2	41.55	42.82	44.18	45.53	47.33	49.70
Radiation Therapist 3 (Supervisor)	43.51	44.84	46.37	47.87	49.76	52.24
Radiation Therapist 4	45.50	47.01	48.58	50.31	52.30	54.91
Radiation Therapist 5	49.24	50.99	52.90	55.00	57.73	
Radiation Therapist Instructor	43.51	44.84	46.37	47.87	49.76	52.24
Registered Cardiology Technologist*	29.14	30.54	31.97	33.47	34.80	36.46
Registered Cardiology Technologist Coordinator **	31.43	32.96	34.66	36.33	37.82	39.62
Respiratory Therapist 1	23.44	24.61	25.83	27.09	28.20	29.61
Respiratory Therapist 2	27.49	28.75	30.10	31.45	32.71	34.34
Respiratory Therapist 3*	37.16	38.84	40.65	42.46	44.11	46.25
Tissue Bank Specialist 1	23.44	24.61	25.83	27.09	28.20	29.61

Tissue Bank Specialist 2	27.49	28.75	30.10	31.45	32.71	34.34
Tissue Bank Specialist 3	29.43	30.80	32.30	33.78	35.14	36.90

Note:

All rates above include *Pay Equity Adjustments and/or **Compression Inversion Adjustments if applicable.

Electronics Engineering Technologists 1, 2 & 3 joined MSP April 23, 2021

Recruitment & Retention Adjustment of 3%

Those employees classified as: Anesthesia Assistant, Respiratory Therapist 1, 2, 3; Magnetic Resonance Imaging (MRI) Technologist*; Nuclear Medicine 1, 2 and Medical Radiation Technologist 3, 4, 5 (Nuclear Medicine supervisory only) will be paid a Recruitment and Retention adjustment of 3.00% above the rates in their individual pay scales.

*(Other MRI-certified employees classified as Diagnostic Imaging Technologist 2, Medical Radiation Technologist 3, 4 and 5 will be eligible to receive the 3.00% Recruitment and Retention adjustment for the hours worked:

- (i) performing MRI Technologist clinical work;
- (ii) performing MRI related supervisory responsibilities; or,
- (iii) performing a combination of (i) and (ii) above.)

Resource Adjustment of 8%

Those employees classified as: Anesthesia Assistant, Diagnostic Imagining Technician 1, Diagnostic Imagining Technologist 2, Magnetic Resonance Imaging Technologist (MRI), Medical Radiation Technologist 3 (Supervisor), Medical Radiation Technologist Instructor, Medical Radiation Technologist 4 (Sector Coordinator), Director of School of Radiological Technology, Medical Radiation Technologist 5 (Assistant Director), Medical Sonography Technician 1, Medical Sonography Technologist 2, Nuclear Medicine Technician 1, Nuclear Medicine Technologist 2, Respiratory Therapist 1, 2, 3 will be paid a Resourcing Adjustment of 8%, above the rates in their individual pay scales and above the 3% Recruitment and Retention Adjustment for the classifications listed above.

APPENDIX A

HOURLY RATES

EFFECTIVE April 1, 2022 (2.0%)

	A	В	C	D	E	F
Advanced Care Paramedic	30.80	32.27	33.94	35.57	37.04	38.89
Anesthesia Assistant*	37.44	38.84	40.31	41.80	43.16	44.95
Cancer Registrar 1	23.91	25.10	26.35	27.63	28.76	30.20
Cancer Registrar 2	25.99	27.23	28.64	30.02	31.26	32.82
Cardiology Technologist (awaiting registration)	23.91	25.10	26.35	27.63	28.76	30.20
Clinical Engineering Technologist 1	23.91	25.10	26.35	27.63	28.76	30.20
Clinical Engineering Technologist 2	28.04	29.33	30.70	32.08	33.36	35.03
Clinical Engineering Technologist 3	30.02	31.42	32.95	34.46	35.84	37.64
Clinical Engineering Technologist 4	32.06	33.62	35.20	36.91	38.44	40.37
Clinical Specialist 1	47.92	50.32	52.81	54.90	57.52	
Clinical Specialist 2	53.17	55.80	58.62	60.97	63.88	
Diagnostic Imaging Technician 1	23.91	25.10	26.35	27.63	28.76	30.20
Diagnostic Imaging Technologist 2	28.04	29.33	30.70	32.08	33.36	35.03
Director of School of Radiological Technology	32.06	33.62	35.20	36.91	38.44	40.37
Dosimetrist 1	42.38	43.68	45.06	46.44	48.28	50.69
Dosimetrist 2	44.38	45.74	47.30	48.83	50.76	53.28
Electroneurophysiology Technician 1	23.91	25.10	26.35	27.63	28.76	30.20
Electroneurophysiology Technologist 2	28.04	29.33	30.70	32.08	33.36	35.03
Electroneurophysiology Technologist 3	30.02	31.42	32.95	34.46	35.84	37.64
Electronics Engineering Technologists 1	23.91	25.10	26.35	27.63	28.76	30.20
Electronics Engineering Technologists 2	28.04	29.33	30.70	32.08	33.36	35.03
Electronics Engineering Technologists 3	30.02	31.42	32.95	34.46	35.84	37.64
Graphic Artist	25.99	27.23	28.64	30.02	31.26	32.82
Health Information Professionals 1	23.39	25.90				
Health Information Professionals 2	27.55	29.04	30.80	32.05	33.68	
Health Information Professionals 3	29.20	30.66	32.27	33.57	35.23	
Health Information Professionals 4	40.18					
Health Information Professionals 5	41.38					

Magnetic Resonance Imaging Technologist	31.41	32.83	34.33	35.86	37.28	39.10
Medical Electrophysiology Technician 1	23.91	25.10	26.35	27.63	28.76	30.20
Medical Electrophysiology Technologist 2	28.04	29.33	30.70	32.08	33.36	35.03
Medical Lab Technician 1	23.91	25.10	26.35	27.63	28.76	30.20
Medical Lab Technologist 2	30.09	31.49	32.95	34.44	35.80	37.59
Medical Lab Technologist 3	36.58	38.26	40.05	41.83	43.46	45.58
Medical Lab Technologist 4	38.94	40.81	42.74	44.83	46.66	48.88
Medical Lab Technologist 5	45.32	47.53	49.86	51.83	54.34	
Medical Radiation Technologist 3 (Supervisor)	36.01	37.65	39.42	41.18	42.79	44.89
Medical Radiation Technologist 4 (Sector Coordinator)	39.16	41.01	42.87	44.90	46.72	48.99
Medical Radiation Technologist 5 (Assistant Director)	43.63	45.83	48.15	50.11	52.48	
Medical Radiation Technologist Instructor	30.02	31.42	32.95	34.46	35.84	37.64
Medical Sonography Technician 1	23.91	25.10	26.35	27.63	28.76	30.20
Medical Sonography Technologist 2	30.02	31.42	32.95	34.46	35.84	37.64
Nuclear Medicine Technician 1	23.91	25.10	26.35	27.63	28.76	30.20
Nuclear Medicine Technologist 2	28.04	29.33	30.70	32.08	33.36	35.03
Paramedic Coordinator	26.98	28.26	29.73	31.16	32.45	34.07
Pathologist Assistant	30.02	31.42	32.95	34.46	35.84	37.64
Primary Care Paramedic	25.99	27.23	28.64	30.02	31.26	32.82
Photographer	25.99	27.23	28.64	30.02	31.26	32.82
Radiation Therapist 1	37.03					
Radiation Therapist 2	42.38	43.68	45.06	46.44	48.28	50.69
Radiation Therapist 3 (Supervisor)	44.38	45.74	47.30	48.83	50.76	53.28
Radiation Therapist 4	46.41	47.95	49.55	51.32	53.35	56.01
Radiation Therapist 5	50.22	52.01	53.96	56.10	58.88	
Radiation Therapist Instructor	44.38	45.74	47.30	48.83	50.76	53.28
Registered Cardiology Technologist	29.72	31.15	32.61	34.14	35.50	37.19
Registered Cardiology Technologist Coordinator	32.06	33.61	35.35	37.06	38.58	40.41
Respiratory Therapist 1	23.91	25.10	26.35	27.63	28.76	30.20
Respiratory Therapist 2	28.04	29.33	30.70	32.08	33.36	35.03
Respiratory Therapist 3	37.90	39.62	41.46	43.31	44.99	47.18
Tissue Bank Specialist 1	23.91	25.10	26.35	27.63	28.76	30.20

Tissue Bank Specialist 2	28.04	29.33	30.70	32.08	33.36	35.03
Tissue Bank Specialist 3	30.02	31.42	32.95	34.46	35.84	37.64

All rates above include *Pay Equity Adjustments.

Recruitment & Retention Adjustment of 3%

Those employees classified as: Anesthesia Assistant, Respiratory Therapist 1, 2, 3; Magnetic Resonance Imaging (MRI) Technologist*; Nuclear Medicine 1, 2 and Medical Radiation Technologist 3, 4, 5 (Nuclear Medicine supervisory only) will be paid a Recruitment and Retention adjustment of 3.00% above the rates in their individual pay scales.

*(Other MRI-certified employees classified as Diagnostic Imaging Technologist 2, Medical Radiation Technologist 3, 4 and 5 will be eligible to receive the 3.00% Recruitment and Retention adjustment for the hours worked:

- (i) performing MRI Technologist clinical work;
- (ii) performing MRI related supervisory responsibilities; or,
- (iii) performing a combination of (i) and (ii) above.)

Resource Adjustment of 8%

APPENDIX A

HOURLY RATES

EFFECTIVE April 1, 2023 (2.0%)

	A	В	C	D	E	F
Advanced Care Paramedic	31.41	32.91	34.61	36.28	37.79	39.67
Anesthesia Assistant	38.19	39.62	41.12	42.64	44.02	45.85
Cancer Registrar 1	24.39	25.60	26.88	28.18	29.34	30.80
Cancer Registrar 2	26.51	27.77	29.21	30.62	31.89	33.48
Cardiology Technologist (awaiting registration)	24.39	25.60	26.88	28.18	29.34	30.80
Clinical Engineering Technologist 1	24.39	25.60	26.88	28.18	29.34	30.80
Clinical Engineering Technologist 2	28.60	29.92	31.31	32.72	34.03	35.73
Clinical Engineering Technologist 3	30.62	32.05	33.61	35.15	36.56	38.39
Clinical Engineering Technologist 4	32.70	34.29	35.90	37.65	39.21	41.18
Clinical Specialist 1	48.88	51.33	53.87	56.00	58.67	
Clinical Specialist 2	54.23	56.92	59.79	62.19	65.16	
Diagnostic Imaging Technician 1	24.39	25.60	26.88	28.18	29.34	30.80
Diagnostic Imaging Technologist 2	28.60	29.92	31.31	32.72	34.03	35.73
Director of School of Radiological Technology	32.70	34.29	35.90	37.65	39.21	41.18
Dosimetrist 1	43.23	44.55	45.96	47.37	49.25	51.70
Dosimetrist 2	45.27	46.65	48.25	49.81	51.78	54.35
Electroneurophysiology Technician 1	24.39	25.60	26.88	28.18	29.34	30.80
Electroneurophysiology Technologist 2	28.60	29.92	31.31	32.72	34.03	35.73
Electroneurophysiology Technologist 3	30.62	32.05	33.61	35.15	36.56	38.39
Electronics Engineering Technologists 1	24.39	25.60	26.88	28.18	29.34	30.80
Electronics Engineering Technologists 2	28.60	29.92	31.31	32.72	34.03	35.73
Electronics Engineering Technologists 3	30.62	32.05	33.61	35.15	36.56	38.39
Graphic Artist	26.51	27.77	29.21	30.62	31.89	33.48
Health Information Professionals 1	23.86	26.42				
Health Information Professionals 2	28.10	29.62	31.42	32.69	34.35	
Health Information Professionals 3	29.78	31.27	32.92	34.24	35.93	
Health Information Professionals 4	40.98					
Health Information Professionals 5	42.21					

Magnetic Resonance Imaging Technologist	32.04	33.49	35.02	36.58	38.03	39.88
Medical Electrophysiology Technician 1	24.39	25.60	26.88	28.18	29.34	30.80
Medical Electrophysiology Technologist 2	28.60	29.92	31.31	32.72	34.03	35.73
Medical Lab Technician 1	24.39	25.60	26.88	28.18	29.34	30.80
Medical Lab Technologist 2	30.69	32.12	33.61	35.13	36.52	38.34
Medical Lab Technologist 3	37.31	39.03	40.85	42.67	44.33	46.49
Medical Lab Technologist 4	39.72	41.63	43.59	45.73	47.59	49.86
Medical Lab Technologist 5	46.23	48.48	50.86	52.87	55.43	
Medical Radiation Technologist 3 (Supervisor)	36.73	38.40	40.21	42.00	43.65	45.79
Medical Radiation Technologist 4 (Sector Coordinator)	39.94	41.83	43.73	45.80	47.65	49.97
Medical Radiation Technologist 5 (Assistant Director)	44.50	46.75	49.11	51.11	53.53	
Medical Radiation Technologist Instructor	30.62	32.05	33.61	35.15	36.56	38.39
Medical Sonography Technician 1	24.39	25.60	26.88	28.18	29.34	30.80
Medical Sonography Technologist 2	30.62	32.05	33.61	35.15	36.56	38.39
Nuclear Medicine Technician 1	24.39	25.60	26.88	28.18	29.34	30.80
Nuclear Medicine Technologist 2	28.60	29.92	31.31	32.72	34.03	35.73
Paramedic Coordinator	27.52	28.83	30.32	31.78	33.10	34.75
Pathologist Assistant	30.62	32.05	33.61	35.15	36.56	38.39
Primary Care Paramedic	26.51	27.77	29.21	30.62	31.89	33.48
Photographer	26.51	27.77	29.21	30.62	31.89	33.48
Radiation Therapist 1	37.77					
Radiation Therapist 2	43.23	44.55	45.96	47.37	49.25	51.70
Radiation Therapist 3 (Supervisor)	45.27	46.65	48.25	49.81	51.78	54.35
Radiation Therapist 4	47.34	48.91	50.54	52.35	54.42	57.13
Radiation Therapist 5	51.22	53.05	55.04	57.22	60.06	
Radiation Therapist Instructor	45.27	46.65	48.25	49.81	51.78	54.35
Registered Cardiology Technologist	30.31	31.77	33.26	34.82	36.21	37.93
Registered Cardiology Technologist Coordinator	32.70	34.28	36.06	37.80	39.35	41.22
Respiratory Therapist 1	24.39	25.60	26.88	28.18	29.34	30.80
Respiratory Therapist 2	28.60	29.92	31.31	32.72	34.03	35.73
Respiratory Therapist 3	38.66	40.41	42.29	44.18	45.89	48.12
Tissue Bank Specialist 1	24.39	25.60	26.88	28.18	29.34	30.80

Tissue Bank Specialist 2	28.60	29.92	31.31	32.72	34.03	35.73
Tissue Bank Specialist 3	30.62	32.05	33.61	35.15	36.56	38.39

Recruitment & Retention Adjustment of 3%

Those employees classified as: Anesthesia Assistant, Respiratory Therapist 1, 2, 3; Magnetic Resonance Imaging (MRI) Technologist*; Nuclear Medicine 1, 2 and Medical Radiation Technologist 3, 4, 5 (Nuclear Medicine supervisory only) will be paid a Recruitment and Retention adjustment of 3.00% above the rates in their individual pay scales.

*(Other MRI-certified employees classified as Diagnostic Imaging Technologist 2, Medical Radiation Technologist 3, 4 and 5 will be eligible to receive the 3.00% Recruitment and Retention adjustment for the hours worked:

- (i) performing MRI Technologist clinical work;
- (ii) performing MRI related supervisory responsibilities; or,
- (iii) performing a combination of (i) and (ii) above.)

Resource Adjustment of 8%

${\bf APPENDIX\;B-ALL\text{-}INCLUSIVE\;PAY\;TABLES}$

ALL INCLUSIVE HOURLY RATES

EFFECTIVE April 1, 2019 (2.0%)

	A	В	C	D	E	F
Anesthesia Assistant*	32.04	33.52	35.08	36.66	38.11	40.01
Cancer Registrar 1	25.46	26.74	28.05	29.43	30.63	32.16
Cancer Registrar 2	27.67	29.01	30.50	31.96	33.29	34.95
Cardiology Technologist (awaiting registration)	25.46	26.74	28.05	29.43	30.63	32.16
Clinical Engineering Technologist 1	25.46	26.74	28.05	29.43	30.63	32.16
Clinical Engineering Technologist 2	29.85	31.23	32.69	34.16	35.53	37.30
Clinical Engineering Technologist 3	31.96	33.46	35.09	36.69	38.16	40.08
Clinical Engineering Technologist 4	34.14	35.80	37.48	39.30	40.94	42.99
Clinical Specialist 1* & **	49.79	52.29	54.86	57.04	59.77	
Clinical Specialist 2**	55.23	57.97	60.91	63.35	66.36	
Diagnostic Imaging Technician 1	25.46	26.74	28.05	29.43	30.63	32.16
Diagnostic Imaging Technologist 2	29.85	31.23	32.69	34.16	35.53	37.30
Director of School of Radiological Technology	34.14	35.80	37.48	39.30	40.94	42.99
Dosimetrist 1	45.13	46.51	47.98	49.45	51.40	53.98
Dosimetrist 2	47.26	48.70	50.36	51.99	54.04	56.75
Electroneurophysiology Technician 1	25.46	26.74	28.05	29.43	30.63	32.16
Electroneurophysiology Technologist 2	29.85	31.23	32.69	34.16	35.53	37.30
Electroneurophysiology Technologist 3	31.96	33.46	35.09	36.69	38.16	40.08
Graphic Artist	27.67	29.01	30.50	31.96	33.29	34.95
Health Information Professionals 1	24.91	27.57				
Health Information Professionals 2	29.33	30.92	32.80	34.13	35.87	
Health Information Professionals 3	31.10	32.65	34.36	35.74	37.52	
Health Information Professionals 4*	42.18					
Health Information Professionals 5**	43.45					
Magnetic Resonance Imaging Technologist*	32.84	34.36	35.96	37.58	39.09	41.03
Medical Electrophysiology Technician 1	25.46	26.74	28.05	29.43	30.63	32.16
Medical Electrophysiology Technologist 2	29.85	31.23	32.69	34.16	35.53	37.30
Medical Lab Technician 1	25.46	26.74	28.05	29.43	30.63	32.16

Medical Lab Technologist 2*	32.04	33.53	35.09	36.67	38.13	40.02
Medical Lab Technologist 3*	37.78	39.55	41.46	43.36	45.10	47.36
Medical Lab Technologist 4* & **	40.44	42.40	44.40	46.58	48.47	50.78
Medical Lab Technologist 5*	46.62	48.97	51.46	53.55	56.23	
Medical Radiation Technologist 3 (Supervisor)*	37.27	39.02	40.91	42.77	44.49	46.73
Medical Radiation Technologist 4 (Sector Coordinator)*	40.42	42.39	44.38	46.53	48.47	50.88
Medical Radiation Technologist 5 (Assistant Director)**	45.31	47.61	50.03	52.04	54.51	
Medical Radiation Technologist Instructor	31.96	33.46	35.09	36.69	38.16	40.08
Medical Sonography Technician 1	25.46	26.74	28.05	29.43	30.63	32.16
Medical Sonography Technologist 2	31.96	33.46	35.09	36.69	38.16	40.08
Nuclear Medicine Technician 1	25.46	26.74	28.05	29.43	30.63	32.16
Nuclear Medicine Technologist 2	29.85	31.23	32.69	34.16	35.53	37.30
Pathologist Assistant	31.96	33.46	35.09	36.69	38.16	40.08
Photographer	27.67	29.01	30.50	31.96	33.29	34.95
Radiation Therapist 1	39.43					
Radiation Therapist 2	45.13	46.51	47.98	49.45	51.40	53.98
Radiation Therapist 3 (Supervisor)	47.26	48.70	50.36	51.99	54.04	56.75
Radiation Therapist 4	49.43	51.06	52.77	54.64	56.79	59.63
Radiation Therapist 5	53.47	55.38	57.45	59.73	62.70	
Radiation Therapist Instructor	47.26	48.70	50.36	51.99	54.04	56.75
Registered Cardiology Technologist*	30.26	31.78	33.32	34.96	36.40	38.21
Registered Cardiology Technologist Coordinator **	33.26	34.85	36.66	38.43	39.99	41.91
Respiratory Therapist 1	25.46	26.74	28.05	29.43	30.63	32.16
Respiratory Therapist 2	29.85	31.23	32.69	34.16	35.53	37.30
Respiratory Therapist 3*	38.93	40.75	42.73	44.68	46.48	48.80
Tissue Bank Specialist 1	25.46	26.74	28.05	29.43	30.63	32.16
Tissue Bank Specialist 2	29.85	31.23	32.69	34.16	35.53	37.30

All rates above include *Pay Equity Adjustments and/or **Compression Inversion Adjustments if applicable.

Tissue Bank Specialists 1 & 2 joined MSP July 8, 2019

Recruitment & Retention Adjustment of 3%

Those employees classified as: Anesthesia Assistant, Respiratory Therapist 1, 2, 3; Magnetic Resonance Imaging (MRI) Technologist*; Nuclear Medicine 1, 2 and Medical Radiation Technologist 3, 4, 5 (Nuclear Medicine supervisory only) will be paid a Recruitment and Retention adjustment of 3.00% above the rates in their individual pay scales.

(Other MRI-certified employees classified as Diagnostic Imaging Technologist 2, Medical Radiation Technologist 3, 4 and 5 will be eligible to receive the 3.00% Recruitment and Retention adjustment for the hours worked:

- (i) performing MRI Technologist clinical work;
- (ii) performing MRI related supervisory responsibilities; or,
- (iii) performing a combination of (i) and (ii) above.)

APPENDIX B

ALL INCLUSIVE HOURLY RATES

EFFECTIVE April 1, 2020 (2.0%)

	A	В	C	D	E	F
Advanced Care Paramedic	33.45	35.05	36.86	38.63	40.24	42.25
Anesthesia Assistant*	35.39	36.91	38.50	40.12	41.60	43.54
Cancer Registrar 1	25.97	27.27	28.61	30.01	31.24	32.80
Cancer Registrar 2	28.23	29.58	31.11	32.60	33.96	35.65
Cardiology Technologist (awaiting registration)	25.97	27.27	28.61	30.01	31.24	32.80
Clinical Engineering Technologist 1	25.97	27.27	28.61	30.01	31.24	32.80
Clinical Engineering Technologist 2	30.45	31.85	33.35	34.84	36.24	38.05
Clinical Engineering Technologist 3	32.60	34.13	35.79	37.43	38.93	40.88
Clinical Engineering Technologist 4	34.82	36.51	38.23	40.09	41.75	43.84
Clinical Specialist 1* & **	51.63	54.22	56.90	59.15	61.97	
Clinical Specialist 2**	57.28	60.12	63.16	65.69	68.83	
Diagnostic Imaging Technician 1	25.97	27.27	28.61	30.01	31.24	32.80
Diagnostic Imaging Technologist 2	30.45	31.85	33.35	34.84	36.24	38.05
Director of School of Radiological Technology	34.82	36.51	38.23	40.09	41.75	43.84
Dosimetrist 1	46.04	47.44	48.94	50.44	52.43	55.06
Dosimetrist 2	48.21	49.67	51.37	53.03	55.12	57.88
Electroneurophysiology Technician 1	25.97	27.27	28.61	30.01	31.24	32.80
Electroneurophysiology Technologist 2	30.45	31.85	33.35	34.84	36.24	38.05
Electroneurophysiology Technologist 3	32.60	34.13	35.79	37.43	38.93	40.88
Graphic Artist	28.23	29.58	31.11	32.60	33.96	35.65
Health Information Professionals 1	25.40	28.13				
Health Information Professionals 2	29.92	31.54	33.46	34.80	36.58	
Health Information Professionals 3	31.72	33.30	35.05	36.45	38.26	
Health Information Professionals 4*	43.44					
Health Information Professionals 5**	44.74					
Magnetic Resonance Imaging Technologist*	33.91	35.46	37.09	38.75	40.28	42.26
Medical Electrophysiology Technician 1	25.97	27.27	28.61	30.01	31.24	32.80
Medical Electrophysiology Technologist 2	30.45	31.85	33.35	34.84	36.24	38.05

Medical Lab Technician 1	25.97	27.27	28.61	30.01	31.24	32.80
Medical Lab Technologist 2	32.68	34.19	35.79	37.40	38.88	40.83
Medical Lab Technologist 3*	39.34	41.15	43.10	45.03	46.80	49.11
Medical Lab Technologist 4* & **	41.95	43.96	46.04	48.29	50.27	52.66
Medical Lab Technologist 5*	48.67	51.08	53.61	55.74	58.47	
Medical Radiation Technologist 3 (Supervisor)*	38.75	40.53	42.45	44.36	46.12	48.40
Medical Radiation Technologist 4 (Sector Coordinator) *	42.10	44.12	46.14	48.34	50.31	52.78
Medical Radiation Technologist 5 (Assistant Director) **	47.01	49.38	51.88	53.99	56.55	
Medical Radiation Technologist Instructor	32.60	34.13	35.79	37.43	38.93	40.88
Medical Sonography Technician 1	25.97	27.27	28.61	30.01	31.24	32.80
Medical Sonography Technologist 2	32.60	34.13	35.79	37.43	38.93	40.88
Nuclear Medicine Technician 1	25.97	27.27	28.61	30.01	31.24	32.80
Nuclear Medicine Technologist 2	30.45	31.85	33.35	34.84	36.24	38.05
Paramedic Coordinator	29.30	30.70	32.30	33.84	35.24	37.01
Pathologist Assistant	32.60	34.13	35.79	37.43	38.93	40.88
Primary Care Paramedic	28.23	29.58	31.11	32.60	33.96	35.65
Photographer	28.23	29.58	31.11	32.60	33.96	35.65
Radiation Therapist 1	40.22					
Radiation Therapist 2	46.04	47.44	48.94	50.44	52.43	55.06
Radiation Therapist 3 (Supervisor)	48.21	49.67	51.37	53.03	55.12	57.88
Radiation Therapist 4	50.41	52.08	53.82	55.73	57.94	60.83
Radiation Therapist 5	54.55	56.49	58.60	60.93	63.96	
Radiation Therapist Instructor	48.21	49.67	51.37	53.03	55.12	57.88
Registered Cardiology Technologist*	31.58	33.13	34.71	36.37	37.84	39.69
Registered Cardiology Technologist Coordinator **	34.21	35.87	37.72	39.54	41.16	43.12
Respiratory Therapist 1	25.97	27.27	28.61	30.01	31.24	32.80
Respiratory Therapist 2	30.45	31.85	33.35	34.84	36.24	38.05
Respiratory Therapist 3*	40.69	42.54	44.56	46.56	48.39	50.76
Tissue Bank Specialist 1	25.97	27.27	28.61	30.01	31.24	32.80
Tissue Bank Specialist 2	30.45	31.85	33.35	34.84	36.24	38.05

All rates above include *Pay Equity Adjustments and/or **Compression Inversion Adjustments if applicable.

Primary Care Paramedics, Paramedic Coordinators & Advanced Care Paramedics joined MSP April 1, 2020

Recruitment & Retention Adjustment of 3%

Those employees classified as: Anesthesia Assistant, Respiratory Therapist 1, 2, 3; Magnetic Resonance Imaging (MRI) Technologist*; Nuclear Medicine 1, 2 and Medical Radiation Technologist 3, 4, 5 (Nuclear Medicine supervisory only) will be paid a Recruitment and Retention adjustment of 3.00% above the rates in their individual pay scales.

(Other MRI-certified employees classified as Diagnostic Imaging Technologist 2, Medical Radiation Technologist 3, 4 and 5 will be eligible to receive the 3.00% Recruitment and Retention adjustment for the hours worked:

- (i) performing MRI Technologist clinical work;
- (ii) performing MRI related supervisory responsibilities; or,
- (iii) performing a combination of (i) and (ii) above.)

Resource Adjustment of 8% (beginning October 1/2020)

APPENDIX B

ALL INCLUSIVE HOURLY RATES

EFFECTIVE April 1, 2021 (2.0%)

	A	В	C	D	E	F
Advanced Care Paramedic	34.11	35.75	37.60	39.40	41.04	43.09
Anesthesia Assistant*	38.82	40.36	41.99	43.64	45.14	47.13
Cancer Registrar 1	26.49	27.81	29.19	30.61	31.87	33.46
Cancer Registrar 2	28.79	30.17	31.73	33.26	34.63	36.36
Cardiology Technologist (awaiting registration)	26.49	27.81	29.19	30.61	31.87	33.46
Clinical Engineering Technologist 1	26.49	27.81	29.19	30.61	31.87	33.46
Clinical Engineering Technologist 2	31.06	32.49	34.01	35.54	36.96	38.80
Clinical Engineering Technologist 3	33.26	34.80	36.50	38.17	39.71	41.70
Clinical Engineering Technologist 4	35.52	37.24	39.00	40.89	42.59	44.73
Clinical Specialist 1* & **	53.09	55.75	58.50	60.82	63.72	
Clinical Specialist 2**	58.90	61.82	64.94	67.55	70.77	
Diagnostic Imaging Technician 1	26.49	27.81	29.19	30.61	31.87	33.46
Diagnostic Imaging Technologist 2	31.06	32.49	34.01	35.54	36.96	38.80
Director of School of Radiological Technology	35.52	37.24	39.00	40.89	42.59	44.73
Dosimetrist 1	46.95	48.39	49.92	51.45	53.48	56.16
Dosimetrist 2	49.17	50.67	52.40	54.09	56.23	59.03
Electroneurophysiology Technician 1	26.49	27.81	29.19	30.61	31.87	33.46
Electroneurophysiology Technologist 2	31.06	32.49	34.01	35.54	36.96	38.80
Electroneurophysiology Technologist 3	33.26	34.80	36.50	38.17	39.71	41.70
Electronics Engineering Technologists 1	26.49	27.81	29.19	30.61	31.87	33.46
Electronics Engineering Technologists 2	31.06	32.49	34.01	35.54	36.96	38.80
Electronics Engineering Technologists 3	33.26	34.80	36.50	38.17	39.71	41.70
Graphic Artist	28.79	30.17	31.73	33.26	34.63	36.36
Health Information Professionals 1	25.91	28.69				
Health Information Professionals 2	30.52	32.17	34.13	35.50	37.31	
Health Information Professionals 3	32.35	33.97	35.75	37.19	39.03	
Health Information Professionals 4*	44.51					
Health Information Professionals 5**	45.84					

Magnetic Resonance Imaging Technologist*	34.79	36.37	38.04	39.73	41.30	43.31
Medical Electrophysiology Technician 1	26.49	27.81	29.19	30.61	31.87	33.46
Medical Electrophysiology Technologist 2	31.06	32.49	34.01	35.54	36.96	38.80
Medical Lab Technician 1	26.49	27.81	29.19	30.61	31.87	33.46
Medical Lab Technologist 2	33.34	34.88	36.50	38.15	39.66	41.64
Medical Lab Technologist 3*	40.52	42.39	44.36	46.34	48.15	50.50
Medical Lab Technologist 4* & **	43.13	45.21	47.35	49.66	51.69	54.15
Medical Lab Technologist 5*	50.21	52.66	55.23	57.42	60.20	
Medical Radiation Technologist 3 (Supervisor)*	39.89	41.71	43.67	45.62	47.40	49.73
Medical Radiation Technologist 4 (Sector Coordinator)*	43.38	45.44	47.49	49.74	51.75	54.27
Medical Radiation Technologist 5 (Assistant Director)**	48.34	50.77	53.35	55.51	58.14	
Medical Radiation Technologist Instructor	33.26	34.80	36.50	38.17	39.71	41.70
Medical Sonography Technician 1	26.49	27.81	29.19	30.61	31.87	33.46
Medical Sonography Technologist 2	33.26	34.80	36.50	38.17	39.71	41.70
Nuclear Medicine Technician 1	26.49	27.81	29.19	30.61	31.87	33.46
Nuclear Medicine Technologist 2	31.06	32.49	34.01	35.54	36.96	38.80
Paramedic Coordinator	29.89	31.31	32.94	34.52	35.95	37.74
Pathologist Assistant	33.26	34.80	36.50	38.17	39.71	41.70
Primary Care Paramedic	28.79	30.17	31.73	33.26	34.63	36.36
Photographer	28.79	30.17	31.73	33.26	34.63	36.36
Radiation Therapist 1	41.02					
Radiation Therapist 2	46.95	48.39	49.92	51.45	53.48	56.16
Radiation Therapist 3 (Supervisor)	49.17	50.67	52.40	54.09	56.23	59.03
Radiation Therapist 4	51.42	53.12	54.90	56.85	59.10	62.05
Radiation Therapist 5	55.64	57.62	59.78	62.15	65.23	
Radiation Therapist Instructor	49.17	50.67	52.40	54.09	56.23	59.03
Registered Cardiology Technologist*	32.93	34.51	36.13	37.82	39.32	41.20
Registered Cardiology Technologist Coordinator **	35.52	37.24	39.17	41.05	42.74	44.77
Respiratory Therapist 1	26.49	27.81	29.19	30.61	31.87	33.46
Respiratory Therapist 2	31.06	32.49	34.01	35.54	36.96	38.80
Respiratory Therapist 3*	41.99	43.89	45.93	47.98	49.84	52.26
Tissue Bank Specialist 1	26.49	27.81	29.19	30.61	31.87	33.46

Tissue Bank Specialist 2	31.06	32.49	34.01	35.54	36.96	38.80
Tissue Bank Specialist 3	33.26	34.80	36.50	38.17	39.71	41.70

All rates above include *Pay Equity Adjustments and/or **Compression Inversion Adjustments if applicable.

Electronics Engineering Technologists 1, 2 & 3 joined MSP April 23, 2021

Recruitment & Retention Adjustment of 3%

Those employees classified as: Anesthesia Assistant, Respiratory Therapist 1, 2, 3; Magnetic Resonance Imaging (MRI) Technologist*; Nuclear Medicine 1, 2 and Medical Radiation Technologist 3, 4, 5 (Nuclear Medicine supervisory only) will be paid a Recruitment and Retention adjustment of 3.00% above the rates in their individual pay scales.

*(Other MRI-certified employees classified as Diagnostic Imaging Technologist 2, Medical Radiation Technologist 3, 4 and 5 will be eligible to receive the 3.00% Recruitment and Retention adjustment for the hours worked:

- (i) performing MRI Technologist clinical work;
- (ii) performing MRI related supervisory responsibilities; or,
- (iii) performing a combination of (i) and (ii) above.)

Resource Adjustment of 8%

APPENDIX B

ALL INCLUSIVE HOURLY RATES

EFFECTIVE April 1, 2022 (2.0%)

	A	В	C	D	E	\mathbf{F}
Advanced Care Paramedic	34.80	36.47	38.35	40.19	41.86	43.95
Anesthesia Assistant*	42.31	43.89	45.55	47.23	48.77	50.79
Cancer Registrar 1	27.02	28.36	29.78	31.22	32.50	34.13
Cancer Registrar 2	29.37	30.77	32.36	33.92	35.32	37.09
Cardiology Technologist (awaiting registration)	27.02	28.36	29.78	31.22	32.50	34.13
Clinical Engineering Technologist 1	27.02	28.36	29.78	31.22	32.50	34.13
Clinical Engineering Technologist 2	31.69	33.14	34.69	36.25	37.70	39.58
Clinical Engineering Technologist 3	33.92	35.50	37.23	38.94	40.50	42.53
Clinical Engineering Technologist 4	36.23	37.99	39.78	41.71	43.44	45.62
Clinical Specialist 1	54.15	56.86	59.68	62.04	65.00	
Clinical Specialist 2	60.08	63.05	66.24	68.90	72.18	
Diagnostic Imaging Technician 1	27.02	28.36	29.78	31.22	32.50	34.13
Diagnostic Imaging Technologist 2	31.69	33.14	34.69	36.25	37.70	39.58
Director of School of Radiological Technology	36.23	37.99	39.78	41.71	43.44	45.62
Dosimetrist 1	47.89	49.36	50.92	52.48	54.56	57.28
Dosimetrist 2	50.15	51.69	53.45	55.18	57.36	60.21
Electroneurophysiology Technician 1	27.02	28.36	29.78	31.22	32.50	34.13
Electroneurophysiology Technologist 2	31.69	33.14	34.69	36.25	37.70	39.58
Electroneurophysiology Technologist 3	33.92	35.50	37.23	38.94	40.50	42.53
Electronics Engineering Technologists 1	27.02	28.36	29.78	31.22	32.50	34.13
Electronics Engineering Technologists 2	31.69	33.14	34.69	36.25	37.70	39.58
Electronics Engineering Technologists 3	33.92	35.50	37.23	38.94	40.50	42.53
Graphic Artist	29.37	30.77	32.36	33.92	35.32	37.09
Health Information Professionals 1	26.43	29.27				
Health Information Professionals 2	31.13	32.82	34.80	36.22	38.06	
Health Information Professionals 3	33.00	34.65	36.47	37.93	39.81	
Health Information Professionals 4	45.40					
Health Information Professionals 5	46.76					

Magnetic Resonance Imaging Technologist	35.49	37.10	38.79	40.52	42.13	44.18
Medical Electrophysiology Technician 1	27.02	28.36	29.78	31.22	32.50	34.13
Medical Electrophysiology Technologist 2	31.69	33.14	34.69	36.25	37.70	39.58
Medical Lab Technician 1	27.02	28.36	29.78	31.22	32.50	34.13
Medical Lab Technologist 2	34.00	35.58	37.23	38.92	40.45	42.48
Medical Lab Technologist 3	41.34	43.23	45.26	47.27	49.11	51.51
Medical Lab Technologist 4	44.00	46.12	48.30	50.66	52.73	55.23
Medical Lab Technologist 5	51.21	53.71	56.34	58.57	61.40	
Medical Radiation Technologist 3 (Supervisor)	40.69	42.54	44.54	46.53	48.35	50.73
Medical Radiation Technologist 4 (Sector Coordinator)	44.25	46.34	48.44	50.74	52.79	55.36
Medical Radiation Technologist 5 (Assistant Director)	49.30	51.79	54.41	56.62	59.30	
Medical Radiation Technologist Instructor	33.92	35.50	37.23	38.94	40.50	42.53
Medical Sonography Technician 1	27.02	28.36	29.78	31.22	32.50	34.13
Medical Sonography Technologist 2	33.92	35.50	37.23	38.94	40.50	42.53
Nuclear Medicine Technician 1	27.02	28.36	29.78	31.22	32.50	34.13
Nuclear Medicine Technologist 2	31.69	33.14	34.69	36.25	37.70	39.58
Paramedic Coordinator	30.49	31.93	33.59	35.21	36.67	38.50
Pathologist Assistant	33.92	35.50	37.23	38.94	40.50	42.53
Primary Care Paramedic	29.37	30.77	32.36	33.92	35.32	37.09
Photographer	29.37	30.77	32.36	33.92	35.32	37.09
Radiation Therapist 1	41.84					
Radiation Therapist 2	47.89	49.36	50.92	52.48	54.56	57.28
Radiation Therapist 3 (Supervisor)	50.15	51.69	53.45	55.18	57.36	60.21
Radiation Therapist 4	52.44	54.18	55.99	57.99	60.29	63.29
Radiation Therapist 5	56.75	58.77	60.97	63.39	66.53	
Radiation Therapist Instructor	50.15	51.69	53.45	55.18	57.36	60.21
Registered Cardiology Technologist	33.58	35.20	36.85	38.58	40.12	42.02
Registered Cardiology Technologist Coordinator	36.23	37.98	39.95	41.88	43.60	45.66
Respiratory Therapist 1	27.02	28.36	29.78	31.22	32.50	34.13
Respiratory Therapist 2	31.69	33.14	34.69	36.25	37.70	39.58
Respiratory Therapist 3	42.83	44.77	46.85	48.94	50.84	53.31
Tissue Bank Specialist 1	27.02	28.36	29.78	31.22	32.50	34.13

Tissue Bank Specialist 2	31.69	33.14	34.69	36.25	37.70	39.58
Tissue Bank Specialist 3	33.92	35.50	37.23	38.94	40.50	42.53

All rates above include *Pay Equity Adjustments.

Recruitment & Retention Adjustment of 3%

Those employees classified as: Anesthesia Assistant, Respiratory Therapist 1, 2, 3; Magnetic Resonance Imaging (MRI) Technologist*; Nuclear Medicine 1, 2 and Medical Radiation Technologist 3, 4, 5 (Nuclear Medicine supervisory only) will be paid a Recruitment and Retention adjustment of 3.00% above the rates in their individual pay scales.

*(Other MRI-certified employees classified as Diagnostic Imaging Technologist 2, Medical Radiation Technologist 3, 4 and 5 will be eligible to receive the 3.00% Recruitment and Retention adjustment for the hours worked:

- (i) performing MRI Technologist clinical work;
- (ii) performing MRI related supervisory responsibilities; or,
- (iii) performing a combination of (i) and (ii) above.)

Resource Adjustment of 8%

APPENDIX B ALL INCLUSIVE HOURLY RATES

EFFECTIVE April 1, 2023 (2.0%)

	A	В	C	D	E	F
Advanced Care Paramedic	35.49	37.19	39.11	41.00	42.70	44.83
Anesthesia Assistant	43.15	44.77	46.47	48.18	49.74	51.81
Cancer Registrar 1	27.56	28.93	30.37	31.84	33.15	34.80
Cancer Registrar 2	29.96	31.38	33.01	34.60	36.04	37.83
Cardiology Technologist (awaiting registration)	27.56	28.93	30.37	31.84	33.15	34.80
Clinical Engineering Technologist 1	27.56	28.93	30.37	31.84	33.15	34.80
Clinical Engineering Technologist 2	32.32	33.81	35.38	36.97	38.45	40.37
Clinical Engineering Technologist 3	34.60	36.22	37.98	39.72	41.31	43.38
Clinical Engineering Technologist 4	36.95	38.75	40.57	42.54	44.31	46.53
Clinical Specialist 1	55.23	58.00	60.87	63.28	66.30	
Clinical Specialist 2	61.28	64.32	67.56	70.27	73.63	
Diagnostic Imaging Technician 1	27.56	28.93	30.37	31.84	33.15	34.80
Diagnostic Imaging Technologist 2	32.32	33.81	35.38	36.97	38.45	40.37
Director of School of Radiological Technology	36.95	38.75	40.57	42.54	44.31	46.53
Dosimetrist 1	48.85	50.34	51.93	53.53	55.65	58.42
Dosimetrist 2	51.16	52.71	54.52	56.29	58.51	61.42
Electroneurophysiology Technician 1	27.56	28.93	30.37	31.84	33.15	34.80
Electroneurophysiology Technologist 2	32.32	33.81	35.38	36.97	38.45	40.37
Electroneurophysiology Technologist 3	34.60	36.22	37.98	39.72	41.31	43.38
Electronics Engineering Technologists 1	27.56	28.93	30.37	31.84	33.15	34.80
Electronics Engineering Technologists 2	32.32	33.81	35.38	36.97	38.45	40.37
Electronics Engineering Technologists 3	34.60	36.22	37.98	39.72	41.31	43.38
Graphic Artist	29.96	31.38	33.01	34.60	36.04	37.83
Health Information Professionals 1	26.96	29.85				
Health Information Professionals 2	31.75	33.47	35.50	36.94	38.82	
Health Information Professionals 3	33.65	35.34	37.20	38.69	40.60	
Health Information Professionals 4	46.31					
Health Information Professionals 5	47.70					

Magnetic Resonance Imaging Technologist	36.21	37.84	39.57	41.34	42.97	45.06
Medical Electrophysiology Technician 1	27.56	28.93	30.37	31.84	33.15	34.80
Medical Electrophysiology Technologist 2	32.32	33.81	35.38	36.97	38.45	40.37
Medical Lab Technician 1	27.56	28.93	30.37	31.84	33.15	34.80
Medical Lab Technologist 2	34.68	36.30	37.98	39.70	41.27	43.32
Medical Lab Technologist 3	42.16	44.10	46.16	48.22	50.09	52.53
Medical Lab Technologist 4	44.88	47.04	49.26	51.67	53.78	56.34
Medical Lab Technologist 5	52.24	54.78	57.47	59.74	62.64	
Medical Radiation Technologist 3 (Supervisor)	41.50	43.39	45.44	47.46	49.32	51.74
Medical Radiation Technologist 4 (Sector Coordinator)	45.13	47.27	49.41	51.75	53.84	56.47
Medical Radiation Technologist 5 (Assistant Director)	50.29	52.83	55.49	57.75	60.49	
Medical Radiation Technologist Instructor	34.60	36.22	37.98	39.72	41.31	43.38
Medical Sonography Technician 1	27.56	28.93	30.37	31.84	33.15	34.80
Medical Sonography Technologist 2	34.60	36.22	37.98	39.72	41.31	43.38
Nuclear Medicine Technician 1	27.56	28.93	30.37	31.84	33.15	34.80
Nuclear Medicine Technologist 2	32.32	33.81	35.38	36.97	38.45	40.37
Paramedic Coordinator	31.10	32.58	34.26	35.91	37.40	39.27
Pathologist Assistant	34.60	36.22	37.98	39.72	41.31	43.38
Primary Care Paramedic	29.96	31.38	33.01	34.60	36.04	37.83
Photographer	29.96	31.38	33.01	34.60	36.04	37.83
Radiation Therapist 1	42.68					
Radiation Therapist 2	48.85	50.34	51.93	53.53	55.65	58.42
Radiation Therapist 3 (Supervisor)	51.16	52.71	54.52	56.29	58.51	61.42
Radiation Therapist 4	53.49	55.27	57.11	59.16	61.49	64.56
Radiation Therapist 5	57.88	59.95	62.20	64.66	67.87	
Radiation Therapist Instructor	51.16	52.71	54.52	56.29	58.51	61.42
Registered Cardiology Technologist	34.25	35.90	37.58	39.35	40.92	42.86
Registered Cardiology Technologist Coordinator	36.95	38.74	40.75	42.71	44.47	46.58
Respiratory Therapist 1	27.56	28.93	30.37	31.84	33.15	34.80
Respiratory Therapist 2	32.32	33.81	35.38	36.97	38.45	40.37
Respiratory Therapist 3	43.69	45.66	47.79	49.92	51.86	54.38
Tissue Bank Specialist 1	27.56	28.93	30.37	31.84	33.15	34.80

Tissue Bank Specialist 2	32.32	33.81	35.38	36.97	38.45	40.37
Tissue Bank Specialist 3	34.60	36.22	37.98	39.72	41.31	43.38

Recruitment & Retention Adjustment of 3%

Those employees classified as: Anesthesia Assistant, Respiratory Therapist 1, 2, 3; Magnetic Resonance Imaging (MRI) Technologist*; Nuclear Medicine 1, 2 and Medical Radiation Technologist 3, 4, 5 (Nuclear Medicine supervisory only) will be paid a Recruitment and Retention adjustment of 3.00% above the rates in their individual pay scales.

*(Other MRI-certified employees classified as Diagnostic Imaging Technologist 2, Medical Radiation Technologist 3, 4 and 5 will be eligible to receive the 3.00% Recruitment and Retention adjustment for the hours worked:

- (i) performing MRI Technologist clinical work;
- (ii) performing MRI related supervisory responsibilities; or,
- (iii) performing a combination of (i) and (ii) above.)

Resource Adjustment of 8%

APPENDIX C – PAY TABLES (25 YEAR 3% RETENTION PREMIUM)

HOURLY RATES

EFFECTIVE DATE OF SIGNING

	A	В	C	D	E	F
Advanced Care Paramedic	31.72	33.24	34.96	36.64	38.15	40.06
Anesthesia Assistant*	38.56	40.01	41.52	43.05	44.45	46.30
Cancer Registrar 1	24.63	25.85	27.14	28.46	29.62	31.11
Cancer Registrar 2	26.77	28.05	29.50	30.92	32.20	33.80
Cardiology Technologist (awaiting registration)	24.63	25.85	27.14	28.46	29.62	31.11
Clinical Engineering Technologist 1	24.63	25.85	27.14	28.46	29.62	31.11
Clinical Engineering Technologist 2	28.88	30.21	31.62	33.04	34.36	36.08
Clinical Engineering Technologist 3	30.92	32.36	33.94	35.49	36.92	38.77
Clinical Engineering Technologist 4	33.02	34.63	36.26	38.02	39.59	41.58
Clinical Specialist 1	49.36	51.83	54.39	56.55	59.25	
Clinical Specialist 2	54.77	57.47	60.38	62.80	65.80	
Diagnostic Imaging Technician 1	24.63	25.85	27.14	28.46	29.62	31.11
Diagnostic Imaging Technologist 2	28.88	30.21	31.62	33.04	34.36	36.08
Director of School of Radiological Technology	33.02	34.63	36.26	38.02	39.59	41.58
Dosimetrist 1	43.65	44.99	46.41	47.83	49.73	52.21
Dosimetrist 2	45.71	47.11	48.72	50.29	52.28	54.88
Electroneurophysiology Technician 1	24.63	25.85	27.14	28.46	29.62	31.11
Electroneurophysiology Technologist 2	28.88	30.21	31.62	33.04	34.36	36.08
Electroneurophysiology Technologist 3	30.92	32.36	33.94	35.49	36.92	38.77
Electronics Engineering Technologists 1	24.63	25.85	27.14	28.46	29.62	31.11
Electronics Engineering Technologists 2	28.88	30.21	31.62	33.04	34.36	36.08
Electronics Engineering Technologists 3	30.92	32.36	33.94	35.49	36.92	38.77
Graphic Artist	26.77	28.05	29.50	30.92	32.20	33.80
Health Information Professionals 1	24.09	26.68				
Health Information Professionals 2	28.38	29.91	31.72	33.01	34.69	
Health Information Professionals 3	30.08	31.58	33.24	34.58	36.29	
Health Information Professionals 4	41.39					

Health Information Professionals 5	42.62					
Magnetic Resonance Imaging Technologist	32.35	33.81	35.36	36.94	38.40	40.27
Medical Electrophysiology Technician 1	24.63	25.85	27.14	28.46	29.62	31.11
Medical Electrophysiology Technologist 2	28.88	30.21	31.62	33.04	34.36	36.08
Medical Lab Technician 1	24.63	25.85	27.14	28.46	29.62	31.11
Medical Lab Technologist 2	30.99	32.43	33.94	35.47	36.87	38.72
Medical Lab Technologist 3	37.68	39.41	41.25	43.08	44.76	46.95
Medical Lab Technologist 4	40.11	42.03	44.02	46.17	48.06	50.35
Medical Lab Technologist 5	46.68	48.96	51.36	53.38	55.97	
Medical Radiation Technologist 3 (Supervisor)	37.09	38.78	40.60	42.42	44.07	46.24
Medical Radiation Technologist 4 (Sector Coordinator)	40.33	42.24	44.16	46.25	48.12	50.46
Medical Radiation Technologist 5 (Assistant Director)	44.94	47.20	49.59	51.61	54.05	
Medical Radiation Technologist Instructor	30.92	32.36	33.94	35.49	36.92	38.77
Medical Sonography Technician 1	24.63	25.85	27.14	28.46	29.62	31.11
Medical Sonography Technologist 2	30.92	32.36	33.94	35.49	36.92	38.77
Nuclear Medicine Technician 1	24.63	25.85	27.14	28.46	29.62	31.11
Nuclear Medicine Technologist 2	28.88	30.21	31.62	33.04	34.36	36.08
Paramedic Coordinator	27.79	29.11	30.62	32.09	33.42	35.09
Pathologist Assistant	30.92	32.36	33.94	35.49	36.92	38.77
Primary Care Paramedic	26.77	28.05	29.50	30.92	32.20	33.80
Photographer	26.77	28.05	29.50	30.92	32.20	33.80
Radiation Therapist 1	38.14					
Radiation Therapist 2	43.65	44.99	46.41	47.83	49.73	52.21
Radiation Therapist 3 (Supervisor)	45.71	47.11	48.72	50.29	52.28	54.88
Radiation Therapist 4	47.80	49.39	51.04	52.86	54.95	57.69
Radiation Therapist 5	51.73	53.57	55.58	57.78	60.65	
Radiation Therapist Instructor	45.71	47.11	48.72	50.29	52.28	54.88
Registered Cardiology Technologist	30.61	32.08	33.59	35.16	36.57	38.31
Registered Cardiology Technologist Coordinator	33.02	34.62	36.41	38.17	39.74	41.62
Respiratory Therapist 1	24.63	25.85	27.14	28.46	29.62	31.11
Respiratory Therapist 2	28.88	30.21	31.62	33.04	34.36	36.08
Respiratory Therapist 3	39.04	40.81	42.70	44.61	46.34	48.60

Tissue Bank Specialist 1	24.63	25.85	27.14	28.46	29.62	31.11
Tissue Bank Specialist 2	28.88	30.21	31.62	33.04	34.36	36.08
Tissue Bank Specialist 3	30.92	32.36	33.94	35.49	36.92	38.77

All rates above include *Pay Equity Adjustments.

Recruitment & Retention Adjustment of 3%

Those employees classified as: Anesthesia Assistant, Respiratory Therapist 1, 2, 3; Magnetic Resonance Imaging (MRI) Technologist*; Nuclear Medicine 1, 2 and Medical Radiation Technologist 3, 4, 5 (Nuclear Medicine supervisory only) will be paid a Recruitment and Retention adjustment of 3.00% above the rates in their individual pay scales.

*(Other MRI-certified employees classified as Diagnostic Imaging Technologist 2, Medical Radiation Technologist 3, 4 and 5 will be eligible to receive the 3.00% Recruitment and Retention adjustment for the hours worked:

- (i) performing MRI Technologist clinical work;
- (ii) performing MRI related supervisory responsibilities; or,
- (iii) performing a combination of (i) and (ii) above.)

Resource Adjustment of 8%

APPENDIX C

25 YEAR 3% RETENTION PREMIUM

HOURLY RATES

EFFECTIVE APRIL 1, 2023

	A	В	C	D	E	F
Advanced Care Paramedic	32.35	33.90	35.65	37.37	38.92	40.86
Anesthesia Assistant	39.34	40.81	42.35	43.92	45.34	47.23
Cancer Registrar 1	25.12	26.37	27.69	29.03	30.22	31.72
Cancer Registrar 2	27.31	28.60	30.09	31.54	32.85	34.48
Cardiology Technologist (awaiting registration)	25.12	26.37	27.69	29.03	30.22	31.72
Clinical Engineering Technologist 1	25.12	26.37	27.69	29.03	30.22	31.72
Clinical Engineering Technologist 2	29.46	30.82	32.25	33.70	35.05	36.80
Clinical Engineering Technologist 3	31.54	33.01	34.62	36.20	37.66	39.54
Clinical Engineering Technologist 4	33.68	35.32	36.98	38.78	40.39	42.42
Clinical Specialist 1	50.35	52.87	55.49	57.68	60.43	
Clinical Specialist 2	55.86	58.63	61.58	64.06	67.11	
Diagnostic Imaging Technician 1	25.12	26.37	27.69	29.03	30.22	31.72
Diagnostic Imaging Technologist 2	29.46	30.82	32.25	33.70	35.05	36.80
Director of School of Radiological Technology	33.68	35.32	36.98	38.78	40.39	42.42
Dosimetrist 1	44.53	45.89	47.34	48.79	50.73	53.25
Dosimetrist 2	46.63	48.05	49.70	51.30	53.33	55.98
Electroneurophysiology Technician 1	25.12	26.37	27.69	29.03	30.22	31.72
Electroneurophysiology Technologist 2	29.46	30.82	32.25	33.70	35.05	36.80
Electroneurophysiology Technologist 3	31.54	33.01	34.62	36.20	37.66	39.54
Electronics Engineering Technologists 1	25.12	26.37	27.69	29.03	30.22	31.72
Electronics Engineering Technologists 2	29.46	30.82	32.25	33.70	35.05	36.80
Electronics Engineering Technologists 3	31.54	33.01	34.62	36.20	37.66	39.54
Graphic Artist	27.31	28.60	30.09	31.54	32.85	34.48
Health Information Professionals 1	24.58	27.21				
Health Information Professionals 2	28.94	30.51	32.36	33.67	35.38	
Health Information Professionals 3	30.67	32.21	33.91	35.27	37.01	
Health Information Professionals 4	42.21					

Health Information Professionals 5	43.48					
Magnetic Resonance Imaging Technologist	33.00	34.49	36.07	37.68	39.17	41.08
Medical Electrophysiology Technician 1	25.12	26.37	27.69	29.03	30.22	31.72
Medical Electrophysiology Technologist 2	29.46	30.82	32.25	33.70	35.05	36.80
Medical Lab Technician 1	25.12	26.37	27.69	29.03	30.22	31.72
Medical Lab Technologist 2	31.61	33.08	34.62	36.18	37.62	39.49
Medical Lab Technologist 3	38.43	40.20	42.08	43.95	45.66	47.88
Medical Lab Technologist 4	40.91	42.88	44.90	47.10	49.02	51.36
Medical Lab Technologist 5	47.62	49.93	52.39	54.46	57.09	
Medical Radiation Technologist 3 (Supervisor)	37.83	39.55	41.42	43.26	44.96	47.16
Medical Radiation Technologist 4 (Sector Coordinator)	41.14	43.08	45.04	47.17	49.08	51.47
Medical Radiation Technologist 5 (Assistant Director)	45.84	48.15	50.58	52.64	55.14	
Medical Radiation Technologist Instructor	31.54	33.01	34.62	36.20	37.66	39.54
Medical Sonography Technician 1	25.12	26.37	27.69	29.03	30.22	31.72
Medical Sonography Technologist 2	31.54	33.01	34.62	36.20	37.66	39.54
Nuclear Medicine Technician 1	25.12	26.37	27.69	29.03	30.22	31.72
Nuclear Medicine Technologist 2	29.46	30.82	32.25	33.70	35.05	36.80
Paramedic Coordinator	28.35	29.69	31.23	32.73	34.09	35.79
Pathologist Assistant	31.54	33.01	34.62	36.20	37.66	39.54
Primary Care Paramedic	27.31	28.60	30.09	31.54	32.85	34.48
Photographer	27.31	28.60	30.09	31.54	32.85	34.48
Radiation Therapist 1	38.90					
Radiation Therapist 2	44.53	45.89	47.34	48.79	50.73	53.25
Radiation Therapist 3 (Supervisor)	46.63	48.05	49.70	51.30	53.33	55.98
Radiation Therapist 4	48.76	50.38	52.06	53.92	56.05	58.84
Radiation Therapist 5	52.76	54.64	56.69	58.94	61.86	
Radiation Therapist Instructor	46.63	48.05	49.70	51.30	53.33	55.98
Registered Cardiology Technologist	31.22	32.72	34.26	35.86	37.30	39.07
Registered Cardiology Technologist Coordinator	33.68	35.31	37.14	38.93	40.53	42.46
Respiratory Therapist 1	25.12	26.37	27.69	29.03	30.22	31.72
Respiratory Therapist 2	29.46	30.82	32.25	33.70	35.05	36.80
Respiratory Therapist 3	39.82	41.62	43.56	45.51	47.27	49.56

Tissue Bank Specialist 1	25.12	26.37	27.69	29.03	30.22	31.72
Tissue Bank Specialist 2	29.46	30.82	32.25	33.70	35.05	36.80
Tissue Bank Specialist 3	31.54	33.01	34.62	36.20	37.66	39.54

Recruitment & Retention Adjustment of 3%

Those employees classified as: Respiratory Therapist 1, 2, 3; Magnetic Resonance Imaging (MRI) Technologist*; Nuclear Medicine 1, 2 and Medical Radiation Technologist 3, 4, 5 (Nuclear Medicine supervisory only) will be paid a Recruitment and Retention adjustment of 3.00% above the rates in their individual pay scales.

*(Other MRI-certified employees classified as Diagnostic Imaging Technologist 2, Medical Radiation Technologist 3, 4 and 5 will be eligible to receive the 3.00% Recruitment and Retention adjustment for the hours worked:

- (i) performing MRI Technologist clinical work;
- (ii) performing MRI related supervisory responsibilities; or,
- (iii) performing a combination of (i) and (ii) above.)

Resource Adjustment of 8%