

Agreed Issues

(#U2, #H3)

The parties agree the matter of ensuring that casual employees can be scheduled so that they maintain competency may be raised during local bargaining.

Insert into Article 2:

All pre-existing definitions concerning full-time, regular part-time, casual part-time or temporary employees that appear in a Local Collective Agreement, shall be maintained but not altered, unless the local parties agree to delete the language and move to the Central language.

2.02 A full-time employee is an employee who is regularly scheduled to work the normal full-time hours referred to in Article 16.

2.03 A regular part-time employee is an employee who regularly works less than the normal weekly full-time hours referred to in Article 16 and who commits to be available for work on a regular predetermined basis.

2.04 A casual part-time employee is an employee who is not regularly scheduled and who does not commit to be available for work on a regular predetermined basis.

2.05 A temporary employee is an employee defined in accordance with Article 13.01

(U#4)

3.04 The Hospital and the Union recognize their joint duty to **appropriately** accommodate employees in accordance with the provisions of the Ontario Human Rights Code. **The parties agree that the goal is, where possible, to return the employee to full, active duty in the workplace through a safe and expedient process.**

(H#5)

Amend Article 6.03 c) as follows and renumber as Article 6.07:

Professional Responsibility

- (i) The Parties have a mutual interest in the provision of quality patient care. Therefore, when an employee, or group of employees, covered by this agreement and governed by an Ontario College under the **Regulated Health Professions Act**, have cause to believe that they are being asked to perform more work than is consistent with proper patient care it is agreed by the parties that such workload problems may be discussed by the local Labour Management Committee. **Such complaint must be filed in writing within fifteen (15) calendar days of the alleged improper assignment, using the form in Appendix A. This fifteen day period shall include the attempt to resolve the issue at the unit/departmental level. The manager/designate will provide a written response to the complainant(s), with a copy to the bargaining unit President or designate and the Labour Management Committee.**
- (ii) If, after a thorough investigation, no consensus can be reached at Labour Management Committee the parties will meet with the Chief Executive Officer (CEO)/Chief Operating Officer (COO) within thirty (30) days of referral to present the issues. The CEO/COO will notify the Union of the decision in writing within fourteen (14) days.
- (iii) Where the employer requires employees to maintain membership in a professional association, the requirement for such membership and for payment thereof, may be the topic of local negotiations, as described in the Memorandum of Conditions for Joint Bargaining.

ARTICLE 7 – JOINT HEALTH AND SAFETY COMMITTEE

(The following clauses will appear in all collective agreements replacing any provisions related to Accident Prevention – Health and Safety Committee and to Hospital provision of vaccines to Hepatitis B surface Antigen that existed in the Hospital's expiring collective agreement:

- 7.01 It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and Safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The employer shall provide orientation and training in health and safety to new

and current employees and employees shall attend required health and safety training sessions.

7.02 Prior to effecting any changes in policies, procedures or programs pertaining to the provision of a safe and healthy workplace which affect workers covered by this Agreement, the Hospital will discuss the changes with and provide copies to the Union. Such topics may include but are not limited to; Violence in the Workplace (including Verbal Abuse), Musculoskeletal Injury Prevention, Needle Stick and other Sharps Injury Prevention, workers who regularly work alone or who are isolated in the workplace and Wellness Initiatives.

7.03 When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects workers.

7.04 A worker who is required by the hospital to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. The hospital shall ensure that the personal protective clothing, equipment, or device it provides will be maintained in good condition.

7.05 The Union agrees to fully support the hospital in promoting safety rules and practices. Additionally, the Union will encourage its members in the observation of all safety rules and practices.

7.06 This section does not apply to a worker

- a) when a circumstance described below is inherent in the workers' work or is a normal condition of the worker's employment; or**
- b) when the worker's refusal to work would directly endanger the life, health or safety of another person.**

A worker may refuse to work or do particular work where he or she has reason to believe that,

- (a) any equipment, machine, device or thing the work is to use or operate is likely to endanger himself, herself, or another worker,**
- (b) the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself; or**

- (c) any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of the Occupational Health and Safety Act or the regulations and such contravention is likely to endanger himself, herself or another worker.

7.07 Joint Health and Safety Committee

- (a) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

NOTE: Where there are multiple sites, the Local Parties are referred to Article 27 (Multi-site Language) to determine Local Applicability of Health & Safety Committee structure.

- (b) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health.
- (c) It is understood that consultation on issues of mutual concern will occur between the Joint Health and Safety Committee and Infection Control.
- (d) Hospital agrees to co-operate in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held every second month or more frequently at the call of a co-chair, when requested. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with ~~7.02~~ 7.07 (a) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Joint Health and Safety committee in accordance with the foregoing, shall be granted.

A member of a committee is entitled to:

- i) one (1) hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
- ii) such time as is necessary to attend meetings of the committee; and
- iii) such time as is necessary to carry out inspections and investigations contemplated under subsection 9(26), 9(27), and 9(31) of the Occupational Health and Safety Act R.S.O. 1990 as amended up to and including 1998.

A member of a committee shall be deemed to be at work during the times described above and the member's employer shall pay the member for those times at the member's regular or premium rate as may be proper.

- (g) The Hospital will ensure that there is one (1) OPSEU member certified, as described in the Occupational Health and Safety Act R.S.O. 1990, as amended up to and including 1998 among the OPSEU bargaining unit(s) at the Hospital. Such member on the committee will be selected or appointed by the Union. All issues relating to salary and costs associated with obtaining certification shall be in accordance with article 14.06.
- (h) The parties agree that the following items are appropriate for discussion at committee meetings:
 - Proposed changes to diagnostic or medical machines and equipment that will impact the health and safety of employees;
 - The nature, content and duration of health and safety training programs for employees;
 - The use of personal protective equipment by employees;

The committee may, in addition to the above, discuss other items relating to the health and safety of employees.

- (i) At committee meetings the Hospital shall provide the committee with a summary of all lost-time claims, health care claims, occupational disease claims, reports on accidents and critical or fatal injuries. In addition, all relevant government directives and orders shall be provided to the committee. The committee shall review this information and propose methods of reducing the number of injuries or accidents.

- (j) The committee shall participate in all inquiries and investigations pursuant to the Occupational Health and Safety act. The co-chairs* will determine the appropriate member or members who will participate in the investigation. If neither co-chair is available, the most appropriate committee member will be designated to participate in the investigation. In determining the appropriate member or members who will participate in the investigation, the parties recognize the interests of an OPSEU representative being involved in an investigation that involves an OPSEU bargaining unit member.

*NOTE: If there is only one co-chair available, he or she will determine who will participate in the investigation.

7.08 Hepatitis B Vaccine

Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

7.09 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (c) Hospitals recognize that employees have the right to refuse any required vaccination.
- (d) If an employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- (e) If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is

provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is agreed that any such reassignment will not adversely impact the scheduled hours of other employees.

- (f) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- (g) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to an employee free of charge.
- (h) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

7.10 Pandemic Planning

In the event there are reasonable indications of the emergence of a pandemic any employee working at more than one health care facility will, upon the request of the hospital, provide information of such employment to the hospital. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.

(#H14)

Amend Article 13.01 as follows:

13.01 (...)

Notwithstanding the above, the Hospital may fill at its own discretion vacancies caused by:

- (a) illness;
- (b) accident;
- (c) pregnancy and parental leaves of absence;
- (d) leave of absence not expected to exceed twelve (12) months;
- (e) vacation;
- (f) specific tasks not expected to exceed six (6) months.
- (g) **where temporary vacancies occur as a result of special one-time funding, the parties may agree to extend the timeline.**

In filling such temporary vacancies, the Hospital shall consider employees who have expressed an interest, in writing, in filling such vacancies, on the basis of the selection criteria as set out in Article 13.06. (...)

Amend Article 13.01 as follows:

(...)

Employees in bargaining units at the Hospital represented by OPSEU selected to fill such temporary vacancies agree not to apply for other temporary positions while filling the temporary vacancy, unless the start of the new assignment is after the expiration of the existing assignment. **Where regular or casual part-time workers fill temporary full-time vacancies, such workers shall maintain their regular or casual part-time status, and shall be covered by the part-time terms of the collective agreement.** Upon completion of the temporary vacancy, the bargaining unit employee will be returned to his former position. Such employees shall continue to accrue seniority while filling a temporary vacancy.

(H#15)

Amend Article 13.01 as follows:

13.01 (...)

Employees newly hired to fill such temporary vacancy will not accrue seniority during the filling of such vacancy. **For clarity, article 10.01 (probationary period) does not apply to this group of employees during the period of the temporary assignment.** If such employees successfully post into a permanent position within the bargaining unit, prior to the end of the non-posted vacancy, they will be credited with seniority from their last date of hire. The release or discharge of such employee at the completion of the temporary vacancy shall not be the subject of a grievance or arbitration.

(U#17)

The parties agree that the issue of vacation payouts to part-time employees on pregnancy or parental leaves may be raised during local bargaining.

(U#21)

Amend Article 15.06 as follows:

15.06 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Worker's Compensation for a period longer than one complete pay period ~~shift~~ may apply to the Hospital for payment equivalent to the lesser of the benefit the employee would receive from Workers' Compensation if the employee's claim was approved, or the benefit to

which the employee would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

(U#24)

Amend Article 21.01 as follows:

21.01 Modified Work

In order to facilitate a safe return to work, in compliance with the *Workplace Safety and Insurance Act*, the *Ontario Human Rights Code*, the collective agreement and other applicable legislation, the parties will endeavour to provide fair and consistent practices to accommodate employees who are ill, injured or permanently disabled.

(U#25)

Amend Article 31 as follows:

ARTICLE 31- COST OF PRINTING

The cost of printing the Collective Agreement will be shared equally by the Hospital and the Union. **The collective agreement will be printed within sixty (60) days of its signing.**

(U#26)

Amend Article 19 to incorporate vacation pay entitlement for part-time employees, as well as housekeeping changes. (Note: without prejudice to the Union's proposals for improved vacation entitlement.)

19.01 (a) (Article 19.01(a) is applicable to full-time employees only)

All employees who have completed less than one (1) year of continuous service shall be entitled to a vacation on the basis of 1.25 days per month for each completed month of service with pay in the amount of six per cent (6%) of gross earnings.

All employees shall receive three (3) weeks vacation after one (1) year of continuous service, and four (4) weeks vacation after three (3) years of continuous service.

All employees shall receive five (5) weeks vacation after thirteen (13) years of continuous service.

All employees shall receive six (6) weeks vacation after twenty-two (22) years of continuous service.

All employees will receive seven (7) weeks vacation after twenty-eight (28) years of continuous service.

~~An employee who has completed 30 years of continuous service shall be entitled to an additional five days' vacation, with pay.~~

~~An employee who has completed 35 years of continuous service shall be entitled to an additional five days of vacation, with pay.~~

NOTE 1: (~~Clarification Note: The vacation schedule improvements for five weeks' vacation and six weeks' vacation~~ **Any vacation schedule improvements** shall be determined in accordance with whatever system is in place in the individual hospital for determining vacation entitlement. In other words, those hospitals that determine vacation entitlement by a uniform date for all employees shall continue to do so, and those that determine vacation entitlement by an anniversary date, or by some other means, shall continue to do so.)

~~Notwithstanding the above, for employees who have not yet attained 30 years of continuous service as of June 28, 2005, the additional five days' vacation is to be banked on the employee's 30th anniversary date and taken prior to their 35 year anniversary date. Every employee who has attained their 30th or 35th anniversary date as of June 28, 2005, shall be entitled to have the full five (5) days vacation banked effective that date.)~~

~~Effective May 25, 2006, the above provisions for supplementary vacation at 30 and 35 years will be replaced by the following language:~~

~~All employees will receive seven (7) weeks vacation after twenty-eight (28) years of continuous service. For clarification, an employee will not be eligible to receive the seventh (7th) week of vacation where they have already received the additional five (5) days of supplemental vacation in the same vacation year.~~

NOTE 2: Employees who have supplemental vacation (additional 5 vacation days after 30 years of continuous service and additional 5 vacation days after 35 years of continuous service) which was earned between June 28, 2005 and May 25, 2006, shall be entitled to utilize their remaining supplemental vacation, if any.

(b) (Article 19.01(b) is applicable to regular part-time employees only)

All regular part-time employees shall be entitled to vacation pay based upon the applicable percentage provided **below** in accordance with the vacation entitlement of full-time employees of their gross salary for work performed in the preceding year. Scheduling of vacations shall be in accordance with local scheduling provisions.

Full-Time Increment	Vacation Entitlement (FT)	Part-Time Increment	Part-Time Vacation pay
Less than 1 year continuous service	1.25 days per month	Less than 1650 hours of continuous service	6 %
After 1 year of continuous service	3 weeks (1.25 days per month)	After 1650 hours of continuous service	6%
After 3 years of continuous service	4 weeks (1.67 days per month)	After 4,950 hours of continuous service	8%
After 13 years of continuous service	5 weeks (2.08 days per month)	After 21, 450 hours of continuous service	10%
After 22 years of continuous service	6 weeks (2.5 days per month)	After 36,300 hours of continuous service	12%
After 28 years of continuous service*	7 weeks (2.92 days per month)	After 46,200 hours of continuous service	14%

Equivalent years of service shall be used to determine vacation pay entitlement. Equivalent years of service shall be calculated on the basis of one (1) year of service for each 1650 hours worked.

Notwithstanding this provision, the calculation of service for purposes of vacation entitlement will include service accrued during a pregnancy leave or parental leave on the basis of seniority accrual during such leaves in accordance with Article 10.03 (a) (ii) of the agreement.

~~(Clarification Note: To clarify, effective June 28, 2005, supplemental vacation entitlement (equivalent to full-time employees' supplemental vacation entitlement at thirty (30) and thirty-five (35) years of service) shall be the equivalent of an additional 2% vacation pay increase for the full 1650 hours, paid to the employee for that equivalent year of service. The equivalent hours for the purpose of determining entitlement are at 49,500 hours and 57,750 hours of service. Local practice shall determine the method that this entitlement is paid.)~~

#51, #52 Letters of Understanding

Agree to renew:

The Following Letters of Understanding will be appended to all collective agreements:

Letter of Understanding – Joint Central Committee on Health & Safety

In recognition of the shared interest by Hospitals and OPSEU in employee health and safety the parties will establish a central Committee to gather information, discuss and make recommendations on the health and safety of OPSEU represented employees in the workplace. The Committee will be comprised of equal representation from the OHA and OPSEU.

The parties will invest in this Committee the authority and, on a cost shared basis, the funds it needs to fulfil its mandate. Specifically, the mandate of the Committee may include, but is not limited to, the following:

- The parties will identify, gather and analyze the information they require to discuss the health and safety risks to employees in the workplace, which may include the commissioning of a study;
- The use of experts in health and safety, if required;
- Make recommendations to the OHA's Health and Safety Advisory Committee on industry health and safety initiatives (e.g. training programs, best practices, etc....);
- The Committee will consist of two (2) members from each party (not including staff members) for a total of four (4) members and will meet on a quarterly basis.
- The parties agree that the Union members on the committee shall suffer no loss of earnings for time spent during their regularly scheduled working hours in attending committee meetings.

The parties will meet within ninety (90) days of the ratification of the Memorandum of Settlement to agree on the work of the Committee, including costs, and other items as deemed appropriate by the parties.

Signed in Toronto this day of February, 2009

For Ontario Public Service
Employees Union

For the Participating Hospitals

Letter of Understanding – Part-time Voluntary Benefits

If the local parties agree, the Hospital will provide part-time employees with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 20.01. It is understood and agreed that the part-time employees would pay the Employer the full amount of the monthly premiums, in advance.

NOTE: Part-time voluntary benefits are not arbitrable in local negotiations.

Signed in Toronto this day of February, 2009

For Ontario Public Service
Employees Union

For the Participating Hospitals

Agree to delete the following Letters of Understanding:

Safety Engineered Sharps

Full-Time, Regular Part-Time, Casual Part-Time and Temporary Employees

Agree to amend the following Letter of Understanding:

Letter of Understanding – OPSEU Joint Trusteed Benefit Fund

During the most recent 2006 round of central collective bargaining between OPSEU and the Participating Hospitals the parties agreed they would recommend to hospitals that when they tender their group benefit plans, they invite the OPSEU Joint Trusteed Benefit Fund to make a proposal on their health and welfare benefit plans.

The parties agreed that the OPSEU Joint Trusteed Benefit fund may represent a cost effective source for some Hospitals and their employees in the provision of group insurance benefits as set out in the collective agreement. In addition, the Trust Fund can provide group insurance benefits for non-OPSEU groups in your hospital tailored to your own specifications.

The Trust Fund operates as a large buying group governed by a joint board of Employer and Union Trustees. The governance structure of the Trust Fund is similar to that of the Hospitals of Ontario Pension Plan.

You are encouraged to contact:

Mr. Paul Hornsby
Executive Director
OPSEU Joint Trusteed Benefit Fund
515 Consumers Road, Suite 300
Toronto, Ontario
M2J 4Z2
(416) 443-9223
FAX: (416) 443-3185

During a presentation to the union and the hospitals negotiation teams, a representative of the OPSEU Joint Trusteed Benefit Fund identified that their organization operates independently from OPSEU and has a policy of confidentiality with respect to inquiries from either employers or unions.

Mr. Hornsby can provide you with more information and will be pleased to come to your Hospital and give a more detailed presentation on the Fund or provide your Hospital with a quote for your benefits.

Signed in Toronto this day of February, 2009.

For Ontario Public Service
Employees Union

For the Participating Hospitals

(U#88)

The parties agree that the collective agreement will include a copy of the central grid and a detailed wage page indicating the job titles in the bargaining unit and the corresponding wage rates.



Appendix A: Workload Alert Notification

In accordance with Article 6.07 of the collective agreement

Please be advised that the undersigned has cause to believe that he/she is being asked to perform more work than is consistent with proper patient care. A written response to this request is requested.

Section 1: General Information

Name of Employee(s) Reporting: _____	Steward: _____
Employer/site: _____	Unit/Area/Program: _____
Date of Occurrence: _____	Time: _____
Name of Supervisor: _____	Date/Time Submitted: _____

Section 2: Details of Occurrence

Provide a concise summary of the occurrence(attach additional pages if necessary)

Check One: Is this an isolated incident? An ongoing problem?

Section 3: Contributing Factors

<input type="checkbox"/> Staffing Shortages	_____
<input type="checkbox"/> Patient/Work Preparation Concerns	_____
<input type="checkbox"/> Patient/Work Volume	_____
<input type="checkbox"/> Equipment Concerns	_____
<input type="checkbox"/> Other	_____

Section 4: Identify the specific risk issues to staff/patient care

<input type="checkbox"/> Emergency Situation (will result in serious impact on patient in the immediate future)
<input type="checkbox"/> Urgent Situation (will result in serious impact on patient in future)
<input type="checkbox"/> Pressing Situation (could result in serious impact on patient in the immediate/foreseeable future)

Section 5: Employee Signatures

Signature: _____	Phone No.: _____
Signature: _____	Phone No.: _____
Signature: _____	Phone No.: _____
Date Submitted: _____	

Note to Members and Stewards: Copies of any completed form should be retained by the member, his/her steward and further copies forwarded to the Department Manager, and Human Resources.

May 7, 2009

ARTICLE 11 - LAYOFF AND RECALL

Amend to Read

11.03

In the event of layoff, the Hospital shall lay off employees in the reverse order of their seniority within their classification, providing that those employees who remain on the job have the qualifications and ability to perform the work.

Employees shall be entitled to three (3) months written notice of permanent or long term layoff. To assist the employee in this process, layoff notices will contain, where possible, specific information on bumping options. It is agreed and understood that Regulation 327, Section 7, of the Employment Standards Act applies. It is further agreed that notice to both the Union and the employees may run concurrently.

After receipt of such written notice, affected employees will have a period of up to ~~seven (7)~~ fourteen (14) calendar days to indicate to the Hospital their choice of options as outlined below. Where requested, the employee will have the opportunity to meet with the hospital, and be provided with union representation to discuss the options. The Hospital agrees to meet with the affected employee(s) within seven (7) calendar days after it has received written notification of the employee's choice of entitlement, in order to verify his/her choice or to discuss alternatives.

OPSEU

John St
M Beall

Participating Hospitals

Don Amund
Carla Bair

May 7, 2009

NEW ARTICLE:

Article 33 - Retroactivity of Wages

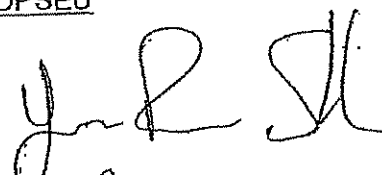
Current employees on staff, from the date of either ratification of the settlement or interest arbitration award, will be paid retroactivity, within four (4) full pay periods, from the date of ratification of the settlement or date of interest arbitration award, on the basis of hours paid.

Retroactivity shall be paid on wage increases, including any payments based on the wage rate (for example, the percentage in lieu of benefits, vacation pay, and SUB).


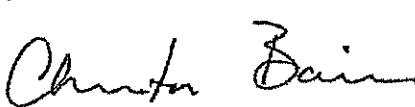
The Hospital will contact former employees at their last known address on record with the hospital, within four (4) full pay periods from the date of ratification of settlement or date of interest arbitration award, to advise them of their entitlement to retroactivity.

Former employees will have a period of four (4) full pay periods from the date of the notice to claim such retroactivity and, if they fail to make a claim within the four (4) full pay periods, their claim will be deemed to be abandoned.

OPSEU


J. R. Beall

Participating Hospitals


Don Amador

Charles Zain

June 17, 2009

The parties agree to amend the current 25.01 provision as follows:

(The following clause will appear in all collective agreements replacing any provision related to New or Changed Classifications that existed in the Hospital's expiring collective agreement.)

25.01 When a new classification in the bargaining unit is established by the Hospital, or the Hospital makes a substantial change in the job content of an existing classification, the Hospital shall advise the Union of such new or substantially changed classification and the rate of pay which is established. If so requested within thirty (30) calendar days of such advice, the Hospital agrees to meet with the Union to permit the Union to make representations with respect to the appropriate rate of pay, providing any such meetings shall not delay the implementation of the new or substantially changed classification. Where the Union challenges the rate established by the Hospital and the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration in accordance with the arbitration provisions contained in this collective agreement, it being understood that any arbitration board shall be limited to establishing an appropriate rate based on the relationship existing among other classifications within the Hospitals ~~(which are covered by the O'Shea award)~~ and the duties and responsibilities involved. It is further understood and agreed that when determining the appropriate rate, primacy must be given to the relationship between job classifications covered by this collective agreement and that such relativity must be maintained. Each change in the rate established by the Hospital either through meetings with the Union or by a Board of Arbitration shall be retroactive from the time at which the new or substantially changed classification was first filled.

OPSEU

J R SLK
M Beall

Participating Hospitals

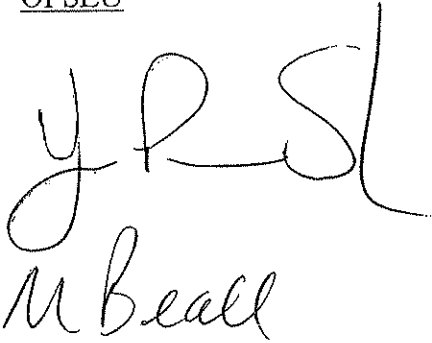
Chris Bair

May 7, 2009

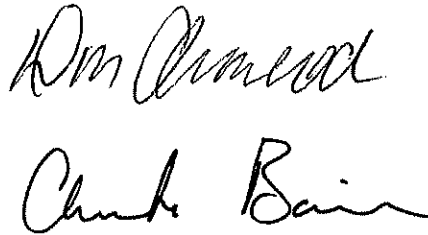
Article 32 - Duration and Renewal

32.01 This agreement shall continue in effect until the 31st day of **March 2011** and shall continue automatically thereafter for annual periods of one year each unless either party notifies the other in writing that it intends to amend or terminate this Agreement in accordance with the following:...

OPSEU

Handwritten signature of M. Beall, consisting of a large stylized 'Y' followed by 'RSL' and 'M Beall' written below.

Participating Hospitals

Two handwritten signatures: 'Don Omerod' and 'Chuck Bair'.