

MEMORANDUM OF AGREEMENT

BETWEEN

ST. MICHAEL'S HOSPITAL
(the "Hospital")

AND

SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 1 CANADA
(the "Union")

The Union and the Hospital hereby agree to renew ~~their~~ collective agreement which expired September 30, 2006 (the "Collective Agreement") for a further term of three (3) years, subject to the following amendments, terms and conditions:

1. This Agreement is conditional on ratification by the ~~members~~ of the bargaining unit ~~and~~ the Hospital by April 21, 2008 ~~and~~ upon ratification by both parties becomes a valid ~~and binding~~ Collective Agreement.
2. The respective bargaining committees of the Union ~~and~~ the Hospital agree to unanimously recommend ratification of this Agreement.
3. All offers, counter-offers ~~and~~ representations not contained herein are hereby withdrawn.
4. This Agreement shall not be retroactive except where expressly ~~provided~~.
5. The wage schedule, Schedule "A" of the Collective Agreement shall be increased as follows:
 - A one-time ~~lump sum~~ payment equivalent to 0.25% on the expired rates for all current members of the bargaining unit, for all hours paid from October 1, 2006 to September 30, 2007. Payment shall be made within 6 weeks after the date of ratification.
 - Increase all rates retroactive to October 1, 2006 by 2.75%
 - Increase all rates retroactive to October 1, 2007 by a ~~further~~ 3.0%
 - Increase all rates effective October 1, 2008 by a further 2.6%

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Retroactivity:

The said retroactive wage increases shall be based on hours paid ~~since~~ the effective date to all employees in the bargaining unit on the date of ratification. Retroactive payments will be made no later than 60 days after the date of ratification by both parties.

Retroactive payment will be made to **any** employee who has voluntarily resigned since the effective date of the increase within 60 days of receipt of their written request provided that employee applies in writing no later ~~than~~ 60 days from the date of ratification. The Union may notify former employees of their entitlement.

Term

This Collective Agreement shall expire on **September 30, 2009**

Article 5.04 – Seniority Lists

Amend as follows:

The Hospital agrees to provide the Union, ~~as soon as practicable after the date of signing of this agreement,~~ with a list showing the date on which each employee who **has** completed ~~the~~ probationary period last commenced employment with the Hospital. The Hospital further agrees to provide the Union **with** a copy of a seniority list as of the first day of May **and** November during the term of this Agreement. Copies of such **seniority** lists **will** be posted on the bulletin board as provided by the Hospital. For purposes of convenience, the Hospital shall post separate seniority lists for part-time employees expressed in hours worked. When it is necessary to apply seniority, the formula ~~in~~ Article 9.03 shall apply.

Employees who believe their seniority is not correct may grieve, providing such grievance is filed within thirty (30) days **from** the date the list **was** posted. After such time, the list shall be deemed correct for **all** purposes **until** a new list is posted. Subsequent challenges to the list can only relate to changes which have occurred since the last list **was** posted.

Article 9.04 – Loss of Seniority

Amend (e) as follows:

(e) the employee has been laid off for ~~twenty-four (24)~~ **forty-eight (48)** months;

Article 9.05 -- Effect of Absence

Amend as follows:

- a) It is understood that, during ~~an~~ approved unpaid absence not exceeding ~~thirty (30)~~ continuous days or ~~any~~ approved absence paid by the Hospital, both ~~seniority~~ and service will ~~ac me~~.
- (b) During ~~an~~ unpaid absence exceeding ~~thirty (30)~~ continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of ~~thirty (30) continuous~~ calendar days, the benefits ~~concerned~~ appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly, in addition, the employee will become responsible for full payment of subsidized employee benefits in ~~which~~ he/she is participating for the period of ~~the~~ absence except that the Hospital will continue to pay its share of ~~the premiums~~ for up to ~~thirty (30) months~~ while ~~an~~ employee is ~~in~~ receipt of W.S.I.B. or LTD benefits. Such payment shall continue ~~while~~ ~~an~~ employee is on sick leave (including the Employment ~~Insurance~~ Period) to a maximum of ~~thirty (30)~~ months from the time the absence commenced, Notwithstanding this provision, service shall ~~ac me~~ for a period of fifteen (15) weeks if ~~an~~ employee's absence is due to disability resulting in W.S.I.B. benefits.
- (c) It is further understood that, during such unpaid absence, credit for seniority for purposes of promotion, demotion, ~~transfer~~ or lay-off shall be suspended ~~and~~ not accrue during ~~the~~ period of absence. Notwithstanding this provision, seniority shall accrue for ~~the duration of the absence~~ if ~~an~~ employee's absence is due to disability resulting in W.S.I.B. benefits or LTD benefits, or while ~~an~~ employee is ~~on~~ sick leave (including the Employment ~~Insurance~~ period) or for a period of one (1) year if ~~an~~ employee's unpaid absence is due to ~~an~~ illness.

Part-Time

~~Part-time~~ employees shall accrue seniority for **the duration of the absence, if an employee's absence is due to a disability resulting in W.S.I.B. benefits.**

Part-time employees shall accrue service for a period of ~~fifteen~~ (15) weeks if absent due to a disability resulting in W.S.I.B. benefits, on the basis of what the employee's normal regular hours of work would have been.

Article 10.04 – Layoff Procedures

Amend Step 3(a), Step 4(a), and Step 5(a) as follows:

(a) accept the layoff **and** remain eligible for recall to a position of the same description and classification for a period of ~~twenty-four (24) months~~ **forty-eight (48) months**.

And

Amend Step 3(b), **Step** 4(b), and Step 5(b) as follows:

(b) accept a severance package equal to two (2) **weeks** pay for each year of service to a maximum of ~~twenty-six (26)~~ **fifty-two (52)** weeks pay.

Article 11.06 – Job Posting;

Amend as follows:

11.06 Successful applicants and newly hired employees will not be permitted to apply for job postings or **any** subsequent vacancies for a **period** of **six** (6) months, **unless** otherwise mutually agreed **or an opportunity arises, which allows the employee to change his/her permanent status (ie. Part-time to full-time or vice versa)**.

Article 15.01 – Bereavement Leave

4 days for spouse, child or parent
 3 days ~~or~~ all other immediate family
 1 day for aunt, uncle, niece, or nephew

15.07 – Other Union Leaves

Amend as follows:

(c) In making application for leave of absence for Union business, it is understood the leave of absence will be for no longer **than** a one (1) week period and will not be requested on more than ~~two (2)~~ **four (4)** occasions in one (1) calendar year. Where leave of absence for **Union** business is requested, it is understood that the Union **will** not request leave of absence for more ~~than two (2)~~ **four (4)** employees at one time and not more than one (1) employee **from** one department may be absent on Union leave at one **and** the same time. It is understood **and** agreed that permission for such Union leave will not be unreasonably withheld.

18.01 uniforms

Amend as follows:

- 18.01 Where uniforms are required, the Hospital shall either supply the uniforms or provide a uniform allowance of ~~seventy dollars (\$70)~~ **one hundred (\$100.00)** in the first pay period of March of each year. If the Hospital supplies the uniforms; the Hospital will provide at the time of hire three (3) uniforms for full-time employees, two (2) uniforms for regular part-time employees, and one (1) uniform for casual employees. Employees who have completed their probationary period will then receive one (1) additional uniform on March 1st of each year.

ARTICLE 21 - VACATION

Delete existing language **and** replace with the following:

- 21.01(a) An employee's vacation entitlement is based upon the length of continuous service with the employer. The accrual of vacation entitlement commences on the date of employment.
- (b) An employee shall receive vacation with pay at his/her basic hourly rate based upon accrued full ~~time~~ continuous service as follows:

YEARS OF SERVICE	VACATION ENTITLEMENT
Full-Time Employees:	
0 - 2 years	10 days (4%)
After 2 years	15 days (6%)
After 8 years	20 days (8%)
After 15 years 13 years	25 days (10%)
After 23 years 22 years	30 days (12%)
After 28 years	35 days (14%)

Adjustments to vacation grid placement of full-time employees due to prior part-time service (based on 9.03) will be made effective ~~the~~ 1999 vacation year.

- (c) Part-time Employees:
- | | | |
|--|--|---------------------------|
| 0 - 3450 hours | | 10 days (4%) |
| After 3450 hours | | 15 days (6%) |
| After 13,800 hours | | 20 days (8%) |
| After 25,875 hours 22,425 hours | | 25 days (10%) |
| After 43,125 hours 37,950 hours | | 30 days (12%) |

Article 16.01 (e) - Schedules

Add the following after the first sentence:

The Steward will be granted access to updated schedules upon providing reasonable notice of such a request.

Article 17.02 (c) - Overtime

Add the following:

Where an employee is required to work an overtime shift of eight (8) or twelve (12) hours that is not contiguous with the employee's regular straight time shift, and is then required to work additional hours contiguous to the full overtime shift, the employee will be compensated at the rate of double his or her regular straight-time hourly rate for the additional contiguous overtime hours.

Article 17.04 - Standby

For both Full-Time and Part-Time

Effective October 1, 2008, increase current entitlement to \$3.20/hour

(~~\$3~~.00)

Article 17.06 - Shift Premium

For both Full-Time and Part-Time

Upon ratification, increase current entitlement to \$1.00/hour

(.85)

Article 17.07 - Responsibility Allowance

For both Full-Time and Part-Time

Upon ratification, increase current entitlement to \$4.00/shift

(~~\$3~~.00)

Article 17.11 - Weekend Premium

For both Full-Time and Part-Time

Upon ratification increase current entitlement to \$1.00/hour

(.85)

A part-time employee who has completed 48,300 hours of continuous service or more as of (the date for determining vacation entitlement in each Hospital) shall receive 14% vacation pay. For clarification, an employee who **has** received **an additional 2% of gross** earnings as a result of completing 51,750 hours or 60,375 hours in the vacation year that this-agreement is effective shall not be eligible to receive 14% vacation pay **until the following** vacation year.

Effective the date of the interest arbitration award and for the 1999 vacation year, part-time employees will be **correctly placed** on the vacation grid based on **their** hours **worked** since **their** most recent date of hire as determined under Article 9.03.

Benefits

Add the following to Article 22.01(a):

Reimbursement for prescribed drugs covered by **the Plan** will be based on **the** cost of the lowest priced therapeutically equivalent generic version of **the drug**, unless there is a documented adverse reaction to the generic drug.

Amend the following:

Chiropractor - **Services** of a chiropractor **will** be covered up to **an** annual maximum of **\$300**

Physiotherapy - Services of **a** licensed or registered physiotherapist **will** be covered up to an annual maximum of \$300

Article 22.02 – Benefits for Part-Time Employees

Amend **as** follows:

The Hospital agrees to **provide** the Flexible Benefit Plan, including core coverage for Catastrophic Health Care, Life Insurance and A D & D, and ~~\$1000~~ \$1100 in either **cash** or credit towards optional health, dental and A D & D plans (including a Health Care Spending account) for eligible regular **part-time** and casual part-time employees.

NEW Letter of Understanding re: Local Health Integration Networks

The parties agree that any LHIN initiative **that will** have **a** direct impact on the members of the bargaining unit may be raised through the Union/Management **Committee**, in accordance with Article 7.

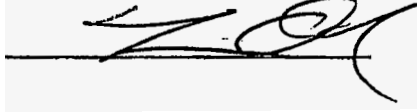
(NEW) EDUCATION FUND
Full-Time and Part-Time

If the Local Union indicates to the Hospital that a special assessment of \$0.03 per hour for Union education applies to all bargaining unit members, the Hospital agrees to deduct this assessment.

Such assessment along with a listing of employees will be paid on a quarterly basis into a trust fund established and administered by the applicable SEIU Local Union for this purpose.

Dated this 14th day of April, 2008, at Toronto

For SEIU Local 1 Canada:



For the Employer:

