

IN THE MATTER OF A BOARD OF ARBITRATION ESTABLISHED PURSUANT  
TO THE HOSPITAL LABOUR DISPUTES ARBITRATION ACT

BETWEEN:

THE PARTICIPATING HOSPITALS

- and -

ONTARIO NURSES' ASSOCIATION

CENTRAL ISSUES

BOARD OF ARBITRATION:

JANE H. DEVLIN

CHAIR

MICHAEL RIDDELL

HOSPITALS' NOMINEE

ELIZABETH J. MCINTYRE

UNION NOMINEE

ROBERT LITTLE, FOR THE HOSPITALS

DAN ANDERSON, VALERIE MACDONALD AND PAT MACDONALD, FOR THE  
UNION

The Board of Arbitration was constituted pursuant to the *Hospital Labour Disputes Arbitration Act* to deal with a dispute between the Participating Hospitals and the Ontario Nurses' Association. To date, there have been fourteen rounds of central bargaining between the parties, including the current round, in which 137 Hospitals participated. These Hospitals employ approximately 45,000 registered nurses and allied health professionals who are represented by the Union.

The Union served the Hospitals with notice to bargain on January 10, 2011. The parties subsequently met in direct negotiations, conciliation and mediation and were able to agree on a number of issues in dispute. Among the items agreed upon is the term of the collective agreement, which shall extend from April 1, 2011 to March 31, 2014. This agreement shall consist of the unamended portions of the prior collective agreement, the items agreed to by the parties and the Board's award on the items in dispute.

The Board met with the parties on April 30, 2011 and its award on the items in dispute is as follows:

**Wages and Benefits**

**Year 1 and Year 2 - Lump Sum Payment**

- See Letter of Understanding (attached).

### **Year 3 - Wage Adjustment**

April 1, 2013: 2.75% increase across the board to all classifications. Amend Article 19.01 (a) as follows:

- 19.01 (a) The salary rates in effect during the term of the Agreement shall be those set forth in Appendix 3 attached to and forming part of this Agreement. The regular straight time hourly rates for full-time, regular part-time and casual part-time Registered Nurses at hospitals shall be as follows:

#### **Classification - Registered Nurse**

	Effective <u>April 1, 2011</u>	Effective <u>April 1, 2013</u>
Start	29.36	30.17
1 Year	29.79	30.61
2 Years	30.29	31.12
3 Years	31.78	32.65
4 Years	33.28	34.20
5 Years	35.15	36.12
6 Years	37.04	38.06
7 Years	38.94	40.01
8 Years	41.70	42.85
25 Years	42.44	43.61

NOTE 1: ~~The above adjustments resolve the issue of Pay Equity maintenance to date, and the parties further agree that future collective bargaining settlements or awards will be deemed to resolve any future issues related to Pay Equity maintenance without any specific reference to male comparators. It is understood and agreed that the parties will take into consideration the issue of pay equity when tabling proposals through the normal course of collective bargaining.~~

### **BENEFIT & PREMIUM CHANGES**

#### **Early Retiree Benefits**

**Amend Article 17.01 (h) as follows:**

- (h) (i) The Hospital will provide to all employees who retire **(including disability retirements)** on or after January 1, 2002 and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the Employer the full amount of the monthly premiums, in advance.

**(Clarity Note: 17.01(h) i) above does not apply to employees who retire on or after April 1, 2011).**

- (ii) **The Hospital will provide to all employees who are 55-56 years of age who retire (including disability retirements) on or after April 1, 2011 and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the Employer the full amount of the monthly premiums, in advance.**

**New Article 17.01(i) with the following:**

- (i) The Hospital will provide to all full-time employees who reach age 57 and retire (including disability retirements) on or after April 1, 2011 and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees as long as the retiree pays the Employer their share of the monthly premiums, in advance. The Hospital will contribute fifty percent (50%) of the billed premiums of these benefit plans.

**The Hospital will contact employees age 57 to 65 who retired between April 1, 2011 and the effective date of the award at their last known address on record with the hospital, with a copy to the union, within 30 days of the date of the award to advise them of their entitlement to (i) above.**

**Such employees will have a period of 60 days from the date of the notice to claim such entitlement and, if they fail to make a claim within the 60 day period, their claim will be deemed to be abandoned.**

## Effective April 1, 2011:

- Vision care coverage - increase by \$100
- Massage therapy coverage - increase by \$50
- Dental plan coverage for crowns, bridgework and repairs to same increase by \$500

## Effective April 1, 2013:

- Physiotherapy coverage - increase by \$50
- Chiropractic coverage - increase by \$50

- Hearing aid coverage - increase to \$500/person every 36 months

**Amend Article 17.01(c) as follows:**

- 17.01 (c) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Liberty Health Extended Health Care Benefits Plan (which is comparable to the existing Blue Cross Extended Health Care Benefits Plan) or comparable coverage with another carrier providing for \$22.50(single) and \$35.00 (family) deductible, providing the balance of monthly premiums are paid by the nurses through payroll deductions. In addition to the standard benefits, coverage will include hearing aids (maximum \$500/person); vision care (**effective April 1, 2011** maximum ~~\$250~~ **\$400** every 24 months with ability to use coverage for laser surgery); and Drug Formulary 3.

~~Effective April 1, 2010 coverage will include vision care (maximum \$300 every 24 months with ability to use coverage for laser surgery).~~

Extended Health Care benefits includes chiropractic, massage therapy and physiotherapy (maximum of \$350/insured person annually for **chiropractic and physiotherapy. Effective April 1, 2011 maximum of \$400/insured person annually for massage therapy each service**). Superior benefits are to be maintained in those hospitals where payment for one or more of these services is covered.

**Effective April 1, 2013 Extended Health Care benefits includes chiropractic, massage therapy and physiotherapy coverage (maximum of \$400/insured person annually for chiropractic, massage therapy and physiotherapy for each service.**

**Effective April 1, 2013 coverage will include hearing aids maximum \$500/person every thirty-six (36) months.**

Reimbursement for prescribed drugs covered by the plan will be based on the cost of the lowest priced therapeutically equivalent ~~of the~~ generic version of the drug, unless there is a documented adverse reaction to the generic drug or unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug.

- (f) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Liberty Health Dental #9 Dental Plan (which is

comparable to the Blue Cross #9 Dental Plan) or comparable coverage with another carrier; based on the current ODA fee schedule and provide for recall oral examination to be covered once every nine (9) months (adults only); complete and partial dentures at 50/50 co-insurance to \$1000 maximum per person annually; add Blue Cross Rider #4 – (Crowns, bridgework and repairs to same) at 50/50 co-insurance to ~~\$1500~~ **\$2000.00** maximum per person annually **effective April 1, 2011**; and orthodontics 50/50 co-insurance with \$2000 maximum per insured lifetime providing the balance of the monthly premiums are paid by the employees through payroll deductions.

Effective June 1, 2011

- Increase evening, night and weekend premiums by \$0.10 each
- Increase group, unit or team leader premium by \$0.25

Effective April 1, 2012:

- Increase evening, night and weekend premiums by \$0.05 each
- Increase group, unit or team leader premium by \$0.20

Effective April 1, 2013:

- Increase evening, night and weekend premiums by \$0.10 each
- Increase group, unit or team leader premium by \$0.20
- Increase bereavement leave – “3 consecutive working days off” to “4 consecutive working days off”

Amend Article 14.10 to read:

Effective April 1, 2010, a nurse shall be paid a shift premium of one dollar and eighty-five cents (\$1.85) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and twenty-five cents (\$2.25) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the nurse's straight time hourly rate. For purposes of this provision, the night shift and the evening shift each consist of 7.5 hours. The defined hours of a night and evening shift shall be a matter for local negotiation

**Effective June 1, 2011, a nurse shall be paid a shift premium of one dollar and ninety-five cents (\$1.95) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and thirty-five cents (\$2.35) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the nurse's straight time hourly rate. For purposes of this provision, the night shift and the evening shift each consist of 7.5 hours. The defined hours of a night and evening shift shall be a matter for local negotiation.**

**Effective April 1, 2012, a nurse shall be paid a shift premium of two dollars (\$2.00) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and forty cents (\$2.40) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the nurse's straight time hourly rate. For purposes of this provision, the night shift and the evening shift each consist of 7.5 hours. The defined hours of a night and evening shift shall be a matter for local negotiation.**

**Effective April 1, 2013, a nurse shall be paid a shift premium of two dollars and ten cents (\$2.10) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and fifty cents (\$2.50) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the nurse's straight time hourly rate. For purposes of this provision, the night shift and the evening shift each consist of 7.5 hours. The defined hours of a night and evening shift shall be a matter for local negotiation.**

Amend Article 14.15 to read:

**Effective April 1, 2010, a nurse shall be paid a weekend premium of two dollars and forty cents (\$2.40) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or such other 48 hour period as the local parties may agree upon. If a nurse is receiving premium pay under Article 14.03, pursuant to a local scheduling regulation with respect to consecutive weekends worked, the nurse will not receive weekend premium under this provision.**

**Effective June 1, 2011, a nurse shall be paid a weekend premium of two dollars and fifty cents (\$2.50) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or such other 48 hour period as the local parties may agree upon. If a nurse is receiving premium pay under Article 14.03, pursuant to a local scheduling regulation with respect to consecutive weekends worked, the nurse will not receive weekend premium under this provision.**

**Effective April 1, 2012, a nurse shall be paid a weekend premium of two dollars and fifty-five cents (\$2.55) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or such other 48 hour period as the local parties may agree upon. If a nurse is receiving premium pay under Article 14.03, pursuant to a local scheduling regulation with respect to consecutive weekends worked, the nurse will not receive weekend premium under this provision.**

**Effective April 1, 2013, a nurse shall be paid a weekend premium of two dollars and sixty-five cents (\$2.65) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or such other 48 hour period as the local parties may agree upon. If a nurse is receiving premium pay under Article 14.03, pursuant to a local scheduling regulation with respect to consecutive weekends worked, the nurse will not receive weekend premium under this provision.**

Amend Article 19.04 (d) as follows:

(d) Group, Unit or Team Leader

Whenever an employee is assigned additional responsibility to direct, supervise or oversee work of employees within her or his classification, and/or be assigned overall responsibility for patient care on the unit, ward, or area, for a tour of duty, the employee shall be paid a premium of one dollar (\$1.00) per hour in addition to her or his regular salary and applicable premium allowance.

**Effective June 1, 2011 the employee shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour in addition to her or his regular salary and applicable premium allowance.**

**Effective April 1, 2012 the employee shall be paid a premium of one dollar and forty-five cents (\$1.45) per hour in addition to her or his regular salary and applicable premium allowance.**

**Effective April 1, 2013 the employee shall be paid a premium of one dollar and sixty-five cents (\$1.65) per hour in addition to her or his regular salary and applicable premium allowance.**

**Leaves and Vacation**

Amend Article 11.05 as follows:

Bereavement Leave

A nurse who notifies the Hospital as soon as possible following a bereavement shall be granted three (3) **(four (4) consecutive working days off effective April 1, 2013)** without loss of regular pay for scheduled hours, in conjunction with the day of the funeral of a member of her or his immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse or grandchild. A nurse shall be granted one (1) day bereavement



leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for her or his aunt, uncle, niece or nephew. "Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. "Immediate family" and "In-laws" as set out above shall include the relatives of "spouses" as defined herein. Where a nurse does not qualify under the above-noted conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital, in its discretion, may extend such leave with or without pay.

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding three (3) days in total (**four (4) days in total effective April 1, 2013**), in order to accommodate religious and cultural diversity.

Part-time nurses will be credited with seniority and service for all such leave.

Effective April 1, 2011, increase vacation entitlement as follows:

- 5 weeks after 11 years of service
- 7 weeks after 25 years of service

Amend Article 16.01 to read:

- 16.01 (d) Effective April 1, 2011 employees who have completed ~~twelve (12)~~ **eleven (11)** or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay (187.5 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (f) **Effective April 1, 2011**, employees who have completed ~~twenty-eight (28)~~ **twenty-five (25)** years or more of full-time continuous service (as of the date for determining vacation entitlement in the individual hospital) shall be entitled to an annual vacation of seven (7) weeks' with seven (7) weeks' pay (262.5 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.

**Sick Leave****HOODIP**

Effective April 1, 2011, replace Article 12.07 with the following:

No sick pay benefit is payable under HOODIP for the first fifteen (15) hours of absence for the sixth (6<sup>th</sup>) and subsequent period(s) of absence in the same fiscal year (April 1<sup>st</sup> through March 31<sup>st</sup>).

**Job Security****Early Retirement Allowance (Article 10.14 (b) iii)**

Effective on the date of the award:

10.14            **Human Resource Plans, Early Retirement and Separation Allowances**

- (a) Local Human Resource Plans will apply to Health Services Restructuring Commission directives and integrations, provided that in the case of integrations, this Article will apply only to a hospital which is also bound by this collective agreement as well as the Local Human Resources Plan. In other circumstances, the balance of this Article will apply.
- (b) Before issuing notice of long-term layoff pursuant to Article 10.08(e)(ii), and following notice pursuant to Article 10.08(e)(i), the Hospital will make offers of early retirement allowance in accordance with the following conditions:
  - i) The Hospital will first make offers in order of seniority on the unit(s) where layoffs would otherwise occur.
  - ii) The Hospital will make offers to nurses eligible for early retirement under the Hospital pension plan (including regular part-time, if applicable, whether or not they participate in the hospital pension plan).
  - iii) The number of early retirements the Hospital approves will not exceed the number of nurses who would otherwise be laid off.

A nurse who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of **one (1) ~~two (2)~~-week's** salary for each year of service, to a maximum ceiling of **thirty-five (35) ~~fifty-two (52)~~ weeks' salary**.

- iv) If a nurse(s) on the unit referred to in paragraph (i) does not accept the offer, the Hospital will then extend the offer, in order of seniority, to eligible nurses in the unit where a nurse who has been notified of a long-term lay-off elects to displace in accordance with Article 10.09 (b) ii) (D) and one subsequent displacement. The Hospital is not required to offer early retirement allowances in accordance with this provision on any subsequent displacements i.e., the offer shall follow the displaced nurse, to a maximum of two displacements.
- (c) Where a nurse has received individual notice of long-term layoff under Article 10.08 such nurse may resign and receive a separation allowance as follows:
- i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long-term layoff, she or he shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars.
  - ii) Where an employee resigns effective later than thirty (30) days after receiving individual notice of long-term layoff, she or he shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.

#### **Retroactivity**

#### **Amend Article 19.10 as follows:**

19.10 All **amended** provisions are effective the date of the award, unless otherwise provided. Retroactivity, if any, will be paid within four full pay periods of the date of the award on the basis of hours paid. Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Hospital may pay retroactivity as part of the regular pay. In such circumstances, the Hospital undertakes that the rate of income tax on the retroactivity will not change unless the retroactive pay changes the employee's annual tax bracket.

The Hospital will contact former employees at their last known address on record with the hospital, with a copy to the union, within 30 days of the date of the award to advise them of their entitlement to retroactivity.

Such employees will have a period of 60 days from the date of the notice to claim such retroactivity and, if they fail to make a claim within the 60 day period, their claim will be deemed to be abandoned.

**NEW LETTER OF UNDERSTANDING**  
**RE: LUMP SUM PAYMENT**

A lump sum payment is payable to all employees based on the employment status (i.e. Full-time, Regular Part-time or Casual) as of April 1, 2011. Payment is to be made on or before **July 15, 2011**. The payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement (including, but not limited to, pension, percentage in lieu, vacation, SUB, etc.) The payment is subject to statutory deductions and is to be paid on a separate cheque/deposit.

Current step on the wage grid as of April 1, 2011	Full-Time Lump Sum	Regular Part-Time and Casual Part-Time Lump Sum (to a maximum of the full-time entitlement)  The premium portion of overtime/premium pay hours does not count towards the calculation of paid hours. For example, one hour at premium pay is equal to one hour paid for the purposes of this calculation. Nurses on pregnancy and/or parental leave and/or disability will be credited for hours worked in an amount equal to their accumulation of seniority during such leaves.
Start	<b>\$565</b>	\$0.29 per hour paid for the period April 1, 2010 to March 31, 2011
1 Year	<b>\$584</b>	\$0.30 per hour paid for the period April 1, 2010 to March 31, 2011
2 Years	<b>\$603</b>	\$0.31 per hour paid for the period April 1, 2010 to March 31, 2011
3 Years	<b>\$624</b>	\$0.32 per hour paid for the period April 1, 2010 to March 31, 2011
4 Years	<b>\$644</b>	\$0.33 per hour paid for the period April 1, 2010 to March 31, 2011
5 Years	<b>\$683</b>	\$0.35 per hour paid for the period April 1, 2010 to March 31, 2011
6 Years	<b>\$722</b>	\$0.37 per hour paid for the period April 1, 2010 to March 31, 2011
7 Years	<b>\$935</b>	\$0.48 per hour paid for the period April 1, 2010 to March 31, 2011

8 Years	<b>\$1130</b>	\$0.58 per hour paid for the period April 1, 2010 to March 31, 2011
25 Years	<b>\$1306</b>	\$0.67 per hour paid for the period April 1, 2010 to March 31, 2011

Note: For classification with fewer steps than the Registered Nurse Classification grid, comparable service will be recognized as though there were an identical number of steps in the salary grid, as set out in the following example:

	Full Time Registered Nurse Classification  Lump Sum	Nurse Practitioner Grid (Example)	Full Time Nurse Practitioner Classification  Lump Sum
Start	\$565	Start	\$565
1 Year	\$584	1 Year	\$584
2 Years	\$603	2 Years	\$603
3 Years	\$624	3 Years	\$624
4 Years	\$644	*(4 Years)	\$644
5 Years	\$683	*(5 Years)	\$683
6 Years	\$722	*(6 Years)	\$722
7 Years	\$935	*(7 Years)	\$935
8 Years	\$1130	8 Years	\$1130
25 Years	\$1306	25 Years	\$1306

\*Comparable service

Note: For job classification with additional steps between the 8 year and 25 year rates on the Registered Nurse Classification grid, employees at such additional steps will receive the 8 year lump sum payment.

In addition, a lump sum payment is payable to all employees based on the employment status (i.e. Full-time, Regular Part-time or Casual) as of April 1, 2012. Payment is to be made on or before **May 17, 2012**. The payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement (including, but not limited to, pension, percentage in lieu, vacation, SUB, etc.) The payment is subject to statutory deductions and is to be paid on a separate cheque/deposit.

Current step on the wage grid as of April 1, 2012	Full-Time Lump Sum	Regular Part-Time and Casual Part-Time Lump Sum (to a maximum of the full-time entitlement)  The premium portion of overtime/premium pay hours does not count towards the calculation of paid hours. For example, one hour at premium pay is equal to one hour paid for the purposes of this calculation. Nurses on pregnancy and/or parental leave and/or disability will be credited for hours worked in an amount equal to their accumulation of seniority during such leaves.
Start	<b>\$565</b>	\$0.29 per hour paid for the period April 1, 2011 to March 31, 2012
1 Year	<b>\$584</b>	\$0.30 per hour paid for the period April 1, 2011 to March 31, 2012
2 Years	<b>\$603</b>	\$0.31 per hour paid for the period April 1, 2011 to March 31, 2012
3 Years	<b>\$624</b>	\$0.32 per hour paid for the period April 1, 2011 to March 31, 2012
4 Years	<b>\$644</b>	\$0.33 per hour paid for the period April 1, 2011 to March 31, 2012
5 Years	<b>\$683</b>	\$0.35 per hour paid in calendar year 2011
6 Years	<b>\$722</b>	\$0.37 per hour paid for the period April 1, 2011 to March 31, 2012
7 Years	<b>\$935</b>	\$0.48 per hour paid for the period April 1, 2011 to March 31, 2012

8 Years	<b>\$1130</b>	\$0.58 per hour paid for the period April 1, 2011 to March 31, 2012
25 Years	<b>\$1306</b>	\$0.67 per hour paid for the period April 1, 2011 to March 31, 2012

Note: For classification with fewer steps than the Registered Nurse Classification grid, comparable service will be recognized as though there were an identical number of steps in the salary grid, as set out in the following example:

	Full Time Registered Nurse Classification Lump Sum	Nurse Practitioner Grid (Example)	Full Time Nurse Practitioner Classification Lump Sum
Start	\$565	Start	\$565
1 Year	\$584	1 Year	\$584
2 Years	\$603	2 Years	\$603
3 Years	\$624	3 Years	\$624
4 Years	\$644	*(4 Years)	\$644
5 Years	\$683	*(5 Years)	\$683
6 Years	\$722	*(6 Years)	\$722
7 Years	\$935	*(7 Years)	\$935
8 Years	\$1130	8 Years	\$1130
25 Years	\$1306	25 Years	\$1306

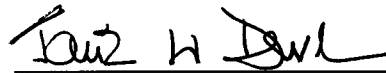
\*Comparable service

Note: For job classification with additional steps between the 8 year and 25 year rates on the Registered Nurse Classification grid, employees at such additional steps will receive the 8 year lump sum payment.



The Board shall remain seized for purposes of implementation of its award.

DATED AT TORONTO, this 2<sup>nd</sup> day of June, 2011.

  
Chair

"Michael Riddell"  
Hospitals' Nominee

"Elizabeth J. McIntyre"  
Union Nominee