COLLECTIVE AGREEMENT

Between

THE ROYAL VICTORIA HOSPITAL of BARRIE
[hereinafter called the “Hospital”]

And

SEIU, LOCAL 2
(BREWERY, GENERAL & PROFESSIONAL WORKERS’UNION)
[hereinafter called the “Union”]

TERM: July 18, 2011 to July 17, 2014
# Table of Contents

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>TOPIC</th>
<th>PAGE #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>RECOGNITION</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>RELATIONSHIP</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td>NO DISCRIMINATION</td>
<td>4</td>
</tr>
<tr>
<td>4</td>
<td>MANAGEMENT RIGHTS</td>
<td>4</td>
</tr>
<tr>
<td>5</td>
<td>STRIKES AND LOCKOUTS</td>
<td>5</td>
</tr>
<tr>
<td>6</td>
<td>UNION SECURITY</td>
<td>5</td>
</tr>
<tr>
<td>7</td>
<td>UNION REPRESENTATION AND COMMITTEES</td>
<td>5</td>
</tr>
<tr>
<td>8</td>
<td>GRIEVANCE AND ARBITRATION PROCEDURE</td>
<td>6</td>
</tr>
<tr>
<td>9</td>
<td>SENIORITY</td>
<td>9</td>
</tr>
<tr>
<td>10</td>
<td>PROBATIONARY PERIOD</td>
<td>9</td>
</tr>
<tr>
<td>11</td>
<td>LOSS OF SENIORITY</td>
<td>9</td>
</tr>
<tr>
<td>12</td>
<td>SENIORITY LIST</td>
<td>10</td>
</tr>
<tr>
<td>13</td>
<td>JOB POSTING</td>
<td>10</td>
</tr>
<tr>
<td>14</td>
<td>LAYOFF AND RECALL</td>
<td>11</td>
</tr>
<tr>
<td>15</td>
<td>SENIORITY ON TRANSFER</td>
<td>11</td>
</tr>
<tr>
<td>16</td>
<td>CONTRACTING OUT</td>
<td>12</td>
</tr>
<tr>
<td>17</td>
<td>LEAVES OF ABSENCE</td>
<td>12</td>
</tr>
<tr>
<td>18</td>
<td>PERSONAL LEAVE</td>
<td>12</td>
</tr>
<tr>
<td>19</td>
<td>UNION BUSINESS</td>
<td>12</td>
</tr>
<tr>
<td>20</td>
<td>BEREAVEMENT LEAVE</td>
<td>13</td>
</tr>
<tr>
<td>21</td>
<td>JURY &amp; WITNESS DUTY</td>
<td>14</td>
</tr>
<tr>
<td>22</td>
<td>PREGNANCY LEAVE</td>
<td>14</td>
</tr>
<tr>
<td>23</td>
<td>PARENTAL LEAVE</td>
<td>15</td>
</tr>
<tr>
<td>24</td>
<td>PREGNANCY AND PARENTAL SUB TOP UP</td>
<td>15</td>
</tr>
<tr>
<td>25</td>
<td>EFFECT OF ABSENCE</td>
<td>15</td>
</tr>
<tr>
<td>26</td>
<td>SICK LEAVE</td>
<td>16</td>
</tr>
<tr>
<td>27</td>
<td>HOURS OF WORK</td>
<td>16</td>
</tr>
<tr>
<td>28</td>
<td>HOURS OF WORK</td>
<td>16</td>
</tr>
<tr>
<td>29</td>
<td>COMFORT BREAKS</td>
<td>16</td>
</tr>
<tr>
<td>30</td>
<td>RELIEF</td>
<td>17</td>
</tr>
<tr>
<td>31</td>
<td>OVERTIME</td>
<td>17</td>
</tr>
<tr>
<td>32</td>
<td>PART-TIME AVAILABILITY</td>
<td>17</td>
</tr>
<tr>
<td>33</td>
<td>PREMIUM PAYMENT</td>
<td>18</td>
</tr>
<tr>
<td>34</td>
<td>DEFINITION</td>
<td>18</td>
</tr>
<tr>
<td>35</td>
<td>CALL BACK</td>
<td>18</td>
</tr>
<tr>
<td>36</td>
<td>REPORTING PAY</td>
<td>18</td>
</tr>
<tr>
<td>37</td>
<td>SHIFT PREMIUM</td>
<td>18</td>
</tr>
</tbody>
</table>
13.05 - DAYLIGHT SAVING TIME........................................................................................................ 18
13.06 - SHIFT EXCHANGE.................................................................................................................. 18
13.07 - TRANSFER OUT........................................................................................................................ 19
ARTICLE 14 - HOLIDAYS.................................................................................................................. 19
14.01 - HOLIDAYS............................................................................................................................ 19
14.02 - PAYMENT.............................................................................................................................. 20
14.03 - QUALIFICATION...................................................................................................................... 20
14.04 - QUALIFICATION...................................................................................................................... 20
14.05 - QUALIFICATION...................................................................................................................... 20
ARTICLE 15 - VACATIONS................................................................................................................ 20
15.01 - FULL-TIME VACATION......................................................................................................... 21
15.02 - PART-TIME VACATION.......................................................................................................... 21
15.03 - CASUAL VACATION................................................................................................................ 21
ARTICLE 16 - HEALTH & WELFARE................................................................................................. 21
16.01 - INSURED BENEFITS............................................................................................................. 21
16.02 - PENSION................................................................................................................................. 22
ARTICLE 17 - MISCELLANEOUS......................................................................................................... 23
17.01 - UNIFORM............................................................................................................................... 23
17.02 - TRAINING............................................................................................................................... 23
17.03 - LICENSURE............................................................................................................................ 23
17.04 - CLEARING OF FILE............................................................................................................... 23
ARTICLE 18 - PAY SCALES............................................................................................................... 24
ARTICLE 19 - DURATION AND RENEWAL..................................................................................... 24
- LETTER OF UNDERSTANDING #1: JOINT HEALTH AND SAFETY COMMITTEE......................... 26
- LETTER OF UNDERSTANDING #2: NO CONFLICT OF INTEREST............................................. 27
ARTICLE 1 – RECOGNITION

1.01 The Hospital recognizes SEIU Local 2 (Brewery, General and Professional Workers’ Union) as the bargaining agent of all security officers employed by The Royal Victoria Hospital in the City of Barrie, save and except supervisors, persons above the rank of supervisor.

ARTICLE 2 – RELATIONSHIP

2.01 No Discrimination

The parties agree that here shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Hospital by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, disability or political affiliation or activity. The Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee’s membership or non-membership in the Union and the Union further agrees that there will be no Union activity or meetings on the Hospital’s premises except as permitted by the Hospital, or as provided in the Collective Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the express provisions of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

a) Maintain order, discipline and efficiency.

b) Hire, assign, retire, discharge, direct, classify, transfer, promote, demote, layoff, recall and suspend or otherwise discipline employees provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure.

c) Establish and enforce rules and regulations to be observed by employees provided that they are not inconsistent with the provisions of this Agreement.
d) Generally to manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment and technology to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Hospital’s operations, not otherwise specifically dealt with elsewhere in this agreement.

ARTICLE 4 – STRIKES AND LOCKOUTS

4.01 The Union agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this Agreement continues to operate. The terms “strike” and “lockout” shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 5 – UNION SECURITY

5.01 Effective with the signing of this Agreement the Hospital will deduct from each employee in the bargaining unit an amount equal to the regular monthly union dues designated by the Union in accordance with the Constitution and by-laws of the Union. The amount of the regular monthly dues shall be as certified to the Hospital by the President of the Union from time to time. The amounts so deducted shall be remitted by the Hospital to the Union’s President no later than the 15th of the month following the month in which such deductions were made. In consideration of the deducting and forwarding of union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

ARTICLE 6 – UNION REPRESENTATION AND COMMITTEES

6.01 a) The Hospital acknowledges the right of the Union to appoint or otherwise select two (2) stewards, whose duties shall be to assist any employee which the steward represents, in preparing and in presenting his grievance in accordance with the Grievance Procedure. The Hospital also acknowledges the right of appointing one of the two (2) stewards as Chief Steward.

b) Each steward shall be a regular employee of the Hospital who has completed his probationary period.

c) The Union shall notify the Hospital in writing of the name of each Steward and the Chief Steward before the Hospital shall be required to recognize him.
d) Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. When resuming his/her regular duties and responsibilities, such steward shall again report to his/her immediate supervisor. A union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

6.02 The Hospital agrees to recognize a negotiating committee comprised of two (2) of hospital employee representatives of the Union for the purpose of negotiating a renewal agreement. The Hospital agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not including conciliation. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representative of SEIU Local 2 (Brewery, General and Professional Workers’ Union) when negotiating with the Hospital.

6.03 Where the parties mutually agree that there are matters that would be beneficial if discussed at a Labour Management Committee Meeting during the term of this Agreement, the following shall apply; an equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for meeting hereunder will be made in writing at least fourteen (14) days prior to the date proposed and accompanied by an agenda of matters proposed to be discussed.

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE

7.01 For purposes of this agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the agreement including any question as to whether a matter is arbitrable.

7.02 At the time formal discipline is imposed or at any stage of the grievance procedure, an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge, the Hospital shall notify the employee of this right in advance.

7.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his/her complaint. Such complaint shall be discussed with his immediate supervisor within nine
(9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence.

Step No. 1
The employee may submit a written grievance signed by the employee to his Department Director. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The Department Director will deliver his decision in writing within nine (9) calendar days from the date on which the written grievance was presented to him. The parties will meet to discuss the grievance at a time and place suitable to both parties.

Step No. 2
Within nine (9) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Chief Human Resources Officer or his designee. A meeting will then be held between the Chief Human Resources Officer or his designee and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2, unless extended by agreement of the parties. It is understood and agreed that a representative of SEIU Local 2 (Brewery, General and Professional Workers' Union) and the grievor may be present at the meeting. It is further understood that the Chief Human Resources Officer or his designee may have such counsel and assistance as he may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

7.04 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

7.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to the Chief Human Resources Officer or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

7.06 At the time formal discipline is imposed or at any stage of the grievance procedure or for any meetings which the Hospital knows might result in discipline to the employee at
a later time, an employee shall have the right to request the presence of a steward. In the case of a suspension or discharge, the Hospital shall notify the employee of this right in advance.

7.07 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within nine (9) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

a) Confirming the Hospital’s action in dismissing the employee, or
b) Reinstating the employee with or without full compensation for the time lost; or

c) By any other arrangement which may be deemed just and equitable.

Wherever the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union of such suspension or discharge in writing. The Hospital agrees that it will not suspend, discharge or otherwise discipline an employee who has completed his probationary period, without just cause.

7.08 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.

7.09 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital, the Union and the employees.

7.10 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time provide names of possible arbitrators for consideration. Within seven (7) calendar days thereafter the other party shall respond to the suggested arbitrators. If both sides are unable to agree upon a single arbitrator within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a single arbitrator.
7.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

7.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

7.13 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

7.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.

7.15 Each of the parties hereto will share equally the fees and expenses, if any, of the single arbitrator.

7.16 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of the Labour Relations Act.

7.17 The parties may mutually agree in writing to substitute an Arbitration Board with each side choosing a nominee at the time of reference to arbitration and the other provisions referring to single arbitrator shall appropriately apply.

ARTICLE 8 – SENIORITY

8.01 Probationary Period

New employees will be considered as probationary and will not acquire seniority until after they have completed 1200 hours of work. Upon completion of the probationary period, the employee shall be credited with seniority equal to 1200 hours of work.

8.02 Loss of Seniority

An employee shall lose all seniority and service and shall be deemed to have terminated his/her employment if he/she:

a) voluntarily leaves the employ of the Hospital or is retired;
b) is discharged and not re-instated through the grievance/arbitration procedure;

c) is absent from scheduled work for a period of three (3) or more consecutive days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;

d) has been laid off for a period of eighteen (18) months;

e) fails to return to work (subject to the provisions of (d)) upon termination of an authorized leave of absence) without satisfactory reason or utilizes a leave of absence, without permission, for purposes other than that for which the leave was granted;

f) fails, upon being notified of a recall, to signify his/her intention to return within five (5) calendar days after he/she has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to return to work within ten (10) calendar days after he/she has received the notice of recall or such further period of time as may be agreed upon by the parties.

8.03 Seniority List

A seniority list will be prepared, posted on the electronic bulletin board, and a copy sent to the Chief Steward not later than each June and December during the term of this agreement.

Part time and casual employees shall have their seniority expressed on the basis of number of hours worked.

Seniority lists and layoff and recall rights for full time employees shall be separate from seniority lists and layoff and recall rights for part time and casual employees.

8.04 Job Posting

a) Where a permanent vacancy occurs in a classification within the bargaining unit, such vacancy shall be posted for a period of seven (7) consecutive calendar days. A copy of the posting shall be sent to the Chief Steward. The posting shall provide the following information: required knowledge and education, ability and skills, hours of work and salary rate. Applications for such vacancies shall be made in writing within the seven (7) day posting period.

b) In filling posted vacancies, the selection shall be made based on skill, ability, experience and relevant qualifications of the applicants. Where these factors are
relatively equal between the applicants, bargaining unit seniority shall be the governing factor.

At the request of an unsuccessful applicant the Hospital will discuss ways in which the employee may improve his/her qualifications for future postings.

c) The successful applicant shall be allowed a trial period of up to 450 hours from the assumption of new duties, during which the Hospital will determine if the employee can satisfactorily perform the job. In the event the employee proves unsatisfactory in the position during the trial period, the employee shall be returned to his/her former position without loss of seniority and at his/her former salary rate. Should the employee return or be returned to his/her former job, the filling of subsequent vacancies will be reversed.

d) An employee selected to fill a posted vacancy shall be given the opportunity to revert to his/her former position if he/she so requests within thirty (30) working days from the assumption of new duties.

e) Any employee who has transferred to a new position must serve at least six (6) months, before being considered eligible for consideration for any other position.

f) Employees may be hired for a specific term to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, long term disability or to perform a special non-recurring task. These temporary opportunities will be posted internally first. The period of employment of such persons will not exceed the absentee’s leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration. This clause would not preclude such employees from using the job posting provision under the collective agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority.

8.05 Layoff and Recall

In the event of a layoff, the Hospital will provide the Union with three (3) months notice. The Hospital shall lay off employees in 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 recalled in order of seniority, providing he/she has the ability to perform the job.

Part-time and casual employees will be laid off prior to any reduction to full-time hours of work.

8.06 Seniority shall be retained in the event an employee is transferred from full time to part time or vice versa. For the purposes of the application of seniority under the agreement
an employee whose status is changed from full time to part time shall receive credit for his/her seniority on the basis of 1950 hours worked for each year of full time seniority. For the purposes of the application of seniority under the agreement, an employee whose status is changed from part time to full time shall receive credit for his/her seniority on the basis of one (1) year of seniority for each 1950 hours worked.

ARTICLE 9 – CONTRACTING OUT

9.01 The Hospital agrees to provide the union with three (3) months notice of its intention to consider contracting out the work of the bargaining unit. The Hospital agrees to meet with the Union to discuss issues related to the proposal for the contracting out of security services. The union will be permitted to submit a proposal through the procurement processes as a potential “bidder” on such contract.

The Hospital further agrees to provide for a severance payment to bargaining unit employees should they decide to contract out of two (2) weeks regular pay for each year of active service with the Hospital to a maximum of 35 weeks. This amount will be paid in a lump sum unless mutually agreed otherwise. Where the new Employer offers employment and the employee accepts the offer, there is no payment under this provision.

ARTICLE 10 – LEAVES OF ABSENCE

10.01 Personal Leave

(a) Written requests for a personal leave of absence without pay will be considered on an individual basis by the department Manager. Such leave requests are to be submitted at least fourteen (14) days in advance (except in cases of emergency) and a written response shall be given. Such leave shall not be unreasonably withheld.

(b) Employees are entitled to unpaid Personal Emergency Leave or Family Medical Leave in accordance with the provisions of the Employment Standards Act as amended from time to time. In doing so, the employee must provide his/her immediate supervisor with the reason and duration of the time being requested under such provision.

10.02 Union Business

Providing the operations of the Hospital are not unduly affected, the Hospital agrees to grant leave of absence without pay or loss of seniority to no more than one (1) bargaining unit member at any one time. Such leave request shall be made in writing at least fourteen (14) days in advance and shall apply to employees elected or appointed by the Union to attend any authorized labour conventions, educational seminar or
union meeting. Such time shall not exceed an aggregate total of more than ten (10) days in any calendar year.

10.03 Bereavement Leave

In the event of a death in an employee's immediate family, bereavement leave will be granted without loss of normal salary to handle matters related to death and grieving. Full-time, part-time and casual employees are eligible for bereavement leave. It is the responsibility of all employees to request bereavement leave as soon as possible after the passing of their family member.

Bereavement leave shall be granted without loss of pay for scheduled hours based on a time period dependant on the familial relationship.

Employees are eligible to receive four (4) paid scheduled days off for bereavement leave in the event of a death of the employee's parent, spouse, children, or any like relationship, including step relationships.

The bereavement leave should be used within a nine calendar day period of either the death or funeral of the family member, however the Hospital, in its discretion, may alter the period in which the bereavement days may be used. The Hospital, in its discretion, may also extend bereavement leave with or without pay.

Employees are eligible to receive three (3) paid scheduled days off for bereavement leave in the event of a death of employee's immediate family: sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, grandparent of spouse, or any like relationship, including step/in-law relationships.

The bereavement leave should be used within a seven (7) calendar day period of either the death or funeral of the immediate family member, however the Hospital, in its discretion, may alter the period in which the bereavement days may be used. The Hospital, in its discretion, may also extend bereavement leave with or without pay.

Employees are eligible to receive one (1) scheduled working day off for bereavement leave in the event of a death of the employee's: aunt, uncle, niece, nephew or any like relationship, including step/in-law relationships.

The Hospital, in its discretion, may extend bereavement leave with or without pay. Where an employee does not qualify under the above noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. If additional time is needed, the employee may use accrued vacation or compensatory time and may request an unpaid leave of absence. If the death of a family member occurs during an employee's vacation,
the employee will be granted bereavement leave with pay and the vacation credits will be restored.

For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

In order to qualify for this leave, the employee must have their absence approved by their Manager or the Hospital Service Leader. The Hospital reserves the right to request proof that he/she is eligible for bereavement leave.

10.04 Jury & Witness Duty

An employee shall not lose regular pay because he is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or as required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital provided that the employee:

1. Notifies the Hospital immediately on the employee's notification that he will be required to attend at court.
2. Presents proof of service requiring the employee's attendance.
3. Deposits with the Hospital the full amount of compensation received, excluding mileage, travelling or meal allowances on an official receipt thereof.

10.05 Pregnancy Leave

a) Pregnancy Leave will be granted in accordance with the provisions of the Employment Standards Act, 2000, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) continuous weeks of service.

b) The employee shall give written notification at least one month in advance of the commencement of such leave and the expected date of return. At such time the employee shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.

c) The employee shall re-confirm her intention to return to work of the date originally approved in subsection (b) above, by written notification received by the Hospital at least four (4) weeks in advance thereof.
10.06 Parental Leave

a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, 2000, except where amended in this provision. The service requirements for eligibility for parental leave shall be thirteen (13) weeks of continuous service.

b) An employee who qualifies for parental leave, other than an adoptive parent shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.

c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently confirmed in writing.

d) An employee shall reconfirm his or her intention to return to work on the date originally approved in (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

10.07 Pregnancy and Parental Leave Sub Top-Up Amount

Full-time and part-time employees, upon proof of receipt of Employment Insurance (EI) benefits, will receive top up equivalent to 93% of their regular weekly earnings.

Eligibility
Must have at least thirteen (13) weeks of employment prior to the expected due date

Duration
Up to a maximum of 15 weeks for maternity leave
Up to a maximum of 10 weeks for parental/adoption leave
EI waiting period (2 weeks) is paid at 93% by hospital

10.08 Effect of Absence

It is understood that during the first thirty (30) days of an approved unpaid leave of absence or any approved absence paid by the Hospital, both seniority and service will accrue.
During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service and seniority shall be suspended for the period of the absence in excess of thirty (30) days.

ARTICLE 11 - SICK LEAVE
Full-Time Only

11.01 The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to the 1992 Hospitals of Ontario Disability Income Plan (HOODIP) brochure.

11.02 The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (HOODSIP) or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long term portion of the disability program, employees will be credited with their actual service.

ARTICLE 12 - HOURS OF WORK

12.01 - Hours of Work

(a) Full Time - Except as provided in 12.01(c) the standard work day for full time employees shall consist of 8 hours per day including a thirty (30) minute unpaid meal break.

(b) Part Time and Casual - Except as provided in 12.01(c) the standard workday for part-time employees shall consist of 4 to 8 hours including a thirty minute unpaid meal break for employees working more than 5 hours per day.

(c) Full Time, Part Time and Casual - The normal daily extended shift shall be 12 hours including a forty-five (45) minute unpaid meal break.

It is understood, that this shall not be, nor construed as a guarantee as to the hours of work per day, and some employee may be regularly scheduled to work less than eight (8) hours per day.

12.02 Comfort Breaks

(a) Employees working 8 and 12 hour shifts shall be entitled, subject to the demands of their work, to two fifteen minute relief breaks during their tour.
(b) Employees working 6 hours shall be entitled, subject to the demands of their work, to one fifteen minute break during their tour.

12.03 It is agreed that employees shall not leave their place of work until properly relieved by another employee or otherwise authorized to do so by their supervisor.

12.04 Overtime

Full-time lines (permanent or temporary)
Overtime is applicable after the standard scheduled hours of work of either 7.5 or 11.25 worked hours, or when the employee on this full-time line works more than 75 hours per week averaged over the master rotation of eight weeks.

Part-time/casual
Overtime is applicable after the standard scheduled hours of work of either 7.5 or 11.25 worked hours, or for the hours the employee works beyond 75 hours in a pay period.

Banked time in lieu
Banked time in lieu may be granted at straight time and one half instead of the overtime pay provided such arrangement is agreed to by the employee and supervisor in advance.

Lieu time off work will normally be taken within three months of the work week in which the overtime was earned or, with mutual agreement, within 12 months of that work week.

Overtime accrued normally will be used in the fiscal year it applies to. The Hospital’s fiscal year begins April 1st and ends March 31st the following year. All overtime banked in lieu in excess of 75 hours will be paid out prior to March 31st each year.

12.05 Part-Time employees shall provide the Hospital with their availability for the next schedule based on the Hospital scheduling rotation planner. Part-Time employees are required to work at least eighteen (18) shifts in every rolling 12-month period and to provide a minimum availability of at least three evening shifts, three night shifts and three weekend shifts in any 12 month rolling period (a weekend is defined as the 48-hour period between 7:00 PM on Friday and 7:00 PM on Sunday). Failure to work 18 shifts and provide the requisite minimum availability will result in the termination of the employee’s employment for just cause unless the failure to work the 18 shifts is due to the lack of work offered to the employee.

12.06 The Employer will post a two (2) week schedule not less than four (4) weeks prior to the commencement of the next schedule.
ARTICLE 13 – PREMIUM PAYMENT

13.01 Definition of Regular Straight Time Rate of Pay

The regular straight time rate of pay is that prescribed in the wage schedule of the Collective Agreement.

13.02 Call-Back

Employees who have completed their regular shift and are recalled shall receive a minimum of four (4) hours of pay at the basic hourly rate or the actual hours worked at the overtime rate whichever is greater.

13.03 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except where work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined herein shall not apply whenever an employee has received prior notice not to report to work.

13.04 Shift Premium

(a) Employees shall be paid a night shift premium of sixty cents (.60 cents) per hour for all hours worked where the majority of scheduled hours fall between 11pm and 8am.

(b) Employees shall be paid an evening shift premium of sixty cents (.60 cents) where the majority of scheduled hours fall between 3pm and 11pm.

(c) Employees shall be paid a weekend premium of sixty cents (.60 cents) for all hours worked between 2400 hours Friday and 2400 hours Sunday.

13.05 Notwithstanding the provisions of this Article, employees who work additional time as a consequence of the change from Daylight Saving time to Standard time shall receive payment for their regular shift hours only. Similarly, employees who work less than their regular shift hours as a consequence of the change from Standard time to Daylight Saving time shall nevertheless receive payment for their regular shift hours.

13.06 Notwithstanding the provisions of this Article, overtime will not be paid either as a result of any change in shift on the request of an employee or as a result of an exchange of shifts between two employees. Any request for an exchange of shifts between two employees must be submitted in writing in advance to the immediate supervisor setting out the actual shifts to be worked by each employee. Authorization of such requests will not be unreasonably withheld. Wherever possible, these shift exchanges must be within the pay period.
13.07 An employee shall not be transferred to a position outside the security department without his/her consent.

In the event that an employee is so transferred, he/she may return to a vacancy within the bargaining unit (security department). If the return takes place within a period of 24 months from the time of the initial transfer outside the bargaining unit (security department), the returned employee will be credited with seniority equal to the seniority which the employee had to his/her credit at the time of departure from the bargaining unit, without accumulation for time spent outside the bargaining unit.

Notwithstanding the above, an employee so transferred and who returns to the bargaining unit within a period of three (3) months, will not lose any bargaining unit seniority.

ARTICLE 14 – HOLIDAYS

14.01 To apply to full time employees only, except that part time employees required to work on any of the designated holidays listed in the Agreement shall be paid at the rate of 1½ for all hours worked on such holiday.

The following shall be recognized as paid holidays:

- New Year’s Day (January 1)
- Family Day (3rd Monday in February)
- Good Friday
- Victoria Day
- Canada Day (July 1)
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day (December 25)
- Boxing Day (December 26)

In addition, the following shall be recognized as float days which can be taken by the full-time employee at any time, however do not incur premium payment for hours worked on those days:

- Remembrance Day
- Easter Monday

14.02 An employee who is required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1½) his/her straight time rate of pay for all hours worked on such holiday. In addition an employee with three or more months service and who qualifies in accordance with Article 14.03 will receive a lieu day off with pay in the amount of his/her regular straight time hourly rate of pay times eight (8) hours. An employee who works beyond his/her normal shift on a holiday will receive double time for all hours so worked.
Lieu time off work will normally be taken within three months of the work week in which the statutory holiday pay was earned or, with mutual agreement, within 12 months of that work week.

Banked statutory holiday pay hours normally will be used in the fiscal year it applies to. The Hospital’s fiscal year begins April 1st and ends March 31st the following year. All banked in lieu in excess of 37.5 hours will be paid out prior to March 31st each year.

14.03 In order to qualify for holiday pay an employee must complete his/her scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days is due to a reason satisfactory to the Hospital.

14.04 An employee who was scheduled to work on a holiday and who does not report for work shall forfeit his/her holiday pay or lieu day to which he/she would otherwise be entitled unless such absence was due to a reason satisfactory to the Hospital.

14.05 An employee who qualifies to receive pay for any holiday or a lieu day shall not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or a lieu day in respect of the same day.

ARTICLE 15 – VACATIONS

15.01 Vacation entitlement for employees will be computed as of their service date in each year. Employees shall receive vacations with pay based on the length of full-time continuous service as follows:

Less than 2 years – 2 weeks
2 years – 3 weeks
5 years – 4 weeks
13 years – 5 weeks
22 years – 6 weeks
28 years – 7 weeks

Vacation credits accrue on each pay. Vacation should be taken in the year that it is earned. Carryover is permitted but cannot exceed 1.5 times annual entitlement. Carryover in excess of the permitted amount will be paid out prior to March 31st of each year.
15.02 Part-Time employees shall receive vacation with pay based on years of service and the employees FTE Value. An employee who works in excess of their FTE will receive vacation pay for hours worked in excess of the employee’s FTE. Such vacation pay will be based on years of service in accordance with the following:

The calculation of vacation will be as follows:

1. Gross earnings (June to June) X vacation % = vacation $ (1)
2. Total vacation hours earned (June to June) x hourly rate – vacation $ (2)
3. Vacation $ (1) – Vacation $ (2) = vacation pay payout.

Vacation pay will be paid out annually in the second pay in June.

15.03 Casual employees will receive vacation pay on gross earnings on each pay cheque based on years of service in accordance with the following:

<table>
<thead>
<tr>
<th>Years</th>
<th>Vacation Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 2 years</td>
<td>4%</td>
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<tr>
<td>2 years</td>
<td>6%</td>
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<tr>
<td>5 years</td>
<td>8%</td>
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</tr>
<tr>
<td>22 years</td>
<td>12%</td>
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<tr>
<td>28 years</td>
<td>14%</td>
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ARTICLE 16 – HEALTH & WELFARE
Full-Time Only

16.01 Insured Benefits

The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrollment requirements.

(a) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care benefits 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 employee through payroll deductions.

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.
In addition to the standard benefits, coverage will include vision care (maximum of $250 every 24 months plus bi-annual eye exams) as well as a hearing aid allowance (cost of acquisition per individual every 36 months).

Existing provisions for private duty nursing services contained in present extended health care plans will be amended to reflect that this benefit is limited to a maximum of ninety (90) eight-hour shifts in any calendar year.

(b) The Hospital agrees to pay one-hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deduction.

(c) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction. Dental recall including preventative services is every nine (9) months; Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to $1000 annual maximum; and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to $1000 annual maximum.

16.02 Pension - HOOPP

All present employees enrolled in the Hospital's pension plan shall maintain their enrolment in the plan subject to its terms and conditions. New full-time employees and full-time employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

Part-time and casual employees may elect to participate in the plan provided that they meet eligibility requirements.
ARTICLE 17 – MISCELLANEOUS

17.01 Uniforms

The Hospital agrees to maintain during the term of this Collective Agreement its present practice with regard to uniforms and clothing.

17.02 Training

Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications beyond those qualifications required for licensing by the Province of Ontario, the Employer shall pay the full costs associated with the course at straight time hourly rates.

17.03 Licensure

All persons in the position(s) of Security Officer or Security Coordinator working at The Royal Victoria Hospital of Barrie must hold a valid license. A Security Officer/Security Coordinator who does not hold a valid license may not work in these positions at The Royal Victoria Hospital of Barrie. The Security Officer is required to provide proof of his/her license to the Director, Security Services (or his/her designate) at the time of initial issuance, or in advance of the time of hire, and at, or in advance of, each renewal date.

A Security Officer’s/Coordinator’s failure to obtain or renew a valid license shall result in relief from duty without pay. The Employee will have 90 days from the date of suspension, or failure to renew the license, to obtain or restore the license. During this period, seniority will be frozen and will not accrue if an employee fails to obtain or restore his/her license within 90 days, the employee will be terminated without severance and without the right to grieve. An employee who is unable to renew or restore his/her license within 90 days may request an extension of this time period. Such extensions will not be unreasonably withheld.

17.04 Clearing of File

Any letter of reprimand, suspension or any other sanction will not form part of the employee’s record and will not be relied on after eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee’s record has been discipline-free for eighteen (18) months and further provided that the employee has been actively at work for the previous eighteen (18) months.
**ARTICLE 18 – PAY SCALES**

New Hires

<table>
<thead>
<tr>
<th>Security Officer</th>
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<td>$22.81</td>
<td>$24.08</td>
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Note 1: Wage steps increase April 1st annually for full time employees
Wage steps upon accumulation of 1500 hours for casual and part time employees

Note 2: Plus 14% in lieu of benefits for casual and part-time employees.

Current staff

<table>
<thead>
<tr>
<th>Security Coordinator</th>
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<th>4</th>
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<tr>
<td>Security Officer</td>
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<td>$22.81</td>
<td>$24.08</td>
<td>$25.15</td>
<td>$26.33</td>
</tr>
</tbody>
</table>

Note 1: Wage steps increase April 1st annually for full time staff
Wage steps upon accumulation of 1500 hours for casual and part time staff

Note 2: Plus 14% in lieu of benefits for casual and part-time employees.

**ARTICLE 19 – DURATION AND RENEWAL**

19.01 This agreement shall continue in effect from the date of signing until July 17, 2014 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other in writing that it intends to amend this agreement in accordance with the following:

Either party may notify the other within the period of ninety (90) days to sixty (60) days preceding the expiry date of this Agreement that it desires to amend or terminate this Agreement.
Either party may notify the other within the period of ninety (90) days to sixty (60) days preceding the expiry date of this Agreement that it desires to amend or terminate this Agreement.

If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiations within thirty (30) days after the giving of notice, if so required.

Dated at Barrie this 7th day of July 2011

FOR

SEIU Local 2
(Brewery, General and Professional Workers' Union)

FOR

The Royal Victoria Hospital of Barrie

Mary Scott

K. James

W. Hamilton

S. Loder

E. L.
Letter of Understanding #1

Between

THE ROYAL VICTORIA HOSPITAL of BARRIE
[hereinafter called the “Hospital”]

And

SEIU, LOCAL 2
(BREWERY, GENERAL & PROFESSIONAL WORKERS’ UNION)
[hereinafter called the “Union”]

RE: Membership on the RVH Joint Health and Safety Committee

The parties agree that the Hospital will accept one (1) representative, selected or appointed by the Union from amongst bargaining unit members, as a member of the Joint Health & Safety Committee.

For SEIU, Local 2

For the Hospital

Dated at Barrie, this 7th day of July, 2011
Letter of Understanding #2

Between

THE ROYAL VICTORIA HOSPITAL of BARRIE
[hereinafter called the “Hospital”]

And

SEIU, LOCAL 2
(BREWERY, GENERAL & PROFESSIONAL WORKERS’ UNION)
[hereinafter called the “Union”]

Re: No Conflict of Interest

The Union recognizes that members of this bargaining unit employed as professional security officers are required to monitor other employees and protect the property of the Hospital. The Union recognizes that there must be no conflict of interest between members of this bargaining unit employed as professional security officers and other employees of the Hospital, including employees represented by SEIU Local 1 or any other SEIU Locals or affiliates.

Members of this bargaining unit employed as professional security officers must follow the lawful instructions and directives of the Hospital. In doing so, it is recognized that members of this bargaining unit employed as professional security officers have the responsibility to, among other things:

(a) participate in investigations which involve other employees, including employees represented by SEIU Local 1 or any other SEIU Locals or affiliates;

(b) assist in disputes between employees, including employees represented by SEIU Local 1 or any other SEIU Locals or affiliates;

(c) assist in disputes between public and employees, including employees represented by SEIU Local 1 or any other SEIU Locals or affiliates;

(d) assist in disputes between other third parties (such as patients, family members, customers, etc.) and employees, including employees represented by SEIU Local 1 or any other SEIU Locals or affiliates;
(e) help escort unwelcome or disruptive persons off the Hospital’s premises; and

(f) prevent unwelcome persons from entering the Hospital’s premises.

For SEIU, Local 2

Mark Hart

UMשילוב

Dated at Barne, this 1st day of July, 2011

For the Hospital

D. Lederman

Carol Holden