

## **Summary of Working Conditions for Management Compensation Group Mental Health Centre Penetanguishene**

### **General Principles**

The MHCP corporation has developed a revised salary administration plan for non-union employees, effective April 1, 2009. It is intended that this new model reflect best practice in the broader public sector. Terms and conditions of employment are subject to regular, annual review to ensure that they remain competitive to other hospitals in our region and province.

New pay grids will be implemented effective April 1, 2009 (a phased-in implementation is anticipated). These grids are based on the banding of positions and a market analysis. Rates will be set to ensure both internal equity and external market competitiveness. The corporation will also ensure on-going compliance with the Pay Equity Act. Regular annual reviews will be conducted, as well as regular market reviews every 3 to 4 years to ensure on-going competitiveness externally. A process for review and re-evaluation of significantly-revised job descriptions will be developed.

### **Definitions**

A "full-time" employee is an employee who is regularly employed for a minimum of 30 hours per week or equivalent as expressed in 12 hour shifts. "Special circumstances" positions based on a minimum of 30 hours per week are considered, but the norm shall be 37.5 hours per week (see "hours of work" below).

A "regular part-time" employee is an employee who is regularly employed less than 37.5 hours per week, but makes a commitment to be available for work on a predetermined basis and has a predetermined schedule.

A "casual" employee is an employee other than that which is described above, who works on an interim replacement basis.

A "management employee" is one who has full responsibility for other staff as defined in the delegation of authority for human resources.

A "non-union non-management employee" is one who is excluded from the bargaining unit by virtue of their position, as defined under the Labour Relations Act, having access to confidential labour relations information.

In this document, "employee" or "non-union" is used to refer to all persons in the non-union group, whether management or not. The specific terms are used where differentiation is required.

## **1 Pay administration**

- 1.1 An employee, who is promoted to a position with a higher salary range, starts at the minimum of the range for the new position. If the employee's present salary is higher than the minimum range of the new range, then the starting salary is his/her starting salary plus one increment in the range of the new position. In all cases, on promotion, the employee receives an increase equal to at least one increment in the higher salary range.

Where as a result of a reorganization or reassignment of duties a position is reclassified to a classification with a lower maximum salary, the employee in the position will be red circled at their current rate until the range of the new classification overlaps their rate of pay. As of that date, they will move onto the new grid.

An employee who is demoted will be paid at the rate in the new salary range closest to, but less than the rate the employee was receiving effective the date of the demotion.

- 1.2 Starting Salaries - New employees are normally hired at the starting point of the salary range for the classification. However applicants who have considerable current and directly related experience may be granted higher salaries within the range of the position.
- 1.3 Salary Increases - Each classification in the Hospital has a specific salary range which allows for specific yearly increments up to the maximum range. All salary range increases (anniversary or merit) are implemented on the applicable date: yearly at the service anniversary date for full-time employees; and every 1725 hours for part-time employees. Salary increments may be withheld on the advice of the Manager/ Director if performance is below expectations.
- 1.5. A non-union employee whose leave of absence without pay (other than pregnancy & parental) exceeds thirty continuous calendar days will not accumulate service for any purpose for the period of the absence in excess of thirty (30) continuous calendar days. The employee will also become responsible for full payment of any subsidized employee benefits during the period of absence except as provided below.

## **2 Temporary assignment**

- 2.1 An employee temporarily assigned to a position in a classification with a higher maximum salary will receive a salary increase of at least 3% to bring the salary within the salary range, to the nearest step on the salary grid. A temporary salary increase will not result in a new salary rate in excess of the maximum of the salary of the new position.

- 2.2 Pay administration for a bargaining unit employee on temporary assignment to a non-union position will be in accordance with the collective agreement. Salary and hours of work will be determined by the temporary position and the employee will be eligible for increases in the new position in accordance with the normal progression of the non-union group based on a year of service in the temporary position.
- 2.3 Temporary assignment pay does not apply to cases where an employee is assigned to perform duties of an employee on vacation.
- 2.4 Where an employee is temporarily assigned to a position in a lower classification, the employee will continue to receive their current rate of pay (i.e. the rate from their permanent position).

### **3 Probationary Period and Service Date**

- 3.1 A probationary period shall be 6 months (or equivalent hours for part-time employees of 975 hours), with extensions possible with the agreement of the employee and employer.
- 3.2 Newly hired full-time, part-time and casual employees are subject to these procedures.
- 3.3 The purpose of the probationary period is to allow the supervisor to determine if the employee has the ability and desire to properly perform the work assigned and it also provides the employee with the opportunity to decide job satisfaction.
- 3.4 Employees who transfer from casual or regular part-time to full-time status are not required to serve a probationary period where he/she has previously completed one since her/his date of last hire. Where no such probationary period has been served, the number of hours worked during the nine months immediately preceding the transfer is credited towards the probationary period.
- 3.5 Before the end of the probationary period (i.e. before completion of the number of hours stipulated), a standard performance appraisal is completed by both the employee and Manager/ Director. If the appraisal indicates satisfactory work or conduct, the employee is appointed to a permanent position. If the appraisal indicates unsatisfactory work or conduct, employment is terminated by the Manager/ Director. There is a lower standard of just cause for the termination of a probationary employee, given the purpose of the probationary period.

### **4 Hours of work and Overtime**

- 4.1 The normal hours of work for non-union full-time employees will be 7 1/2 hours per

day or equivalent as expressed in 12 hours tours, with an average of 37.5 per week averaged over the normal scheduling period. Part-time non-union employees will be scheduled as required, subject to the requirements of the Employment Standards Act. Under special circumstances, a reduced work week of a minimum of 30 hours will be considered for a full-time employee, with all benefits appropriately pro-rated (i.e. phased retirement under the pension plan provisions).

4.2 As provided in the Employment Standards Act, managers are not eligible for overtime. Non-union, non-management employees are eligible for overtime. All overtime is subject to prior approval from the employee's manager.

4.3 Overtime is defined as hours in excess of the normal daily hours of work (7 ½ hours per day or equivalent as expressed in 12 hour tours), or hours in excess of 75 hours averaged over the 2-week pay period or the normal scheduling period.

4.4 Overtime is paid at a rate of time and one-half (1 ½) times the straight time rate of pay.

4.5 Time spent in meetings at lunch where the meal is provided is not included for the purposes of overtime.

4.6 In order to comply with the Employment Standards Act, all non-union, non-management employees who may work more than the designated number of hours identified in the ESA (more than 8 hours per day, or more than 12 hour shifts) will:

- receive the pamphlet entitled [Information Sheet for Employees About Hours of Work and Overtime Pay](#) prepared by the Director of Employment Standards (Appendix 1)
- be asked to sign an agreement to work more than 8 hours per day (or 12 hours per day), but less than 48 in a week (sample attached, Appendix 2))
- acknowledge in the agreement that they have received the pamphlet noted above.

An employee who entered into an agreement to work excess daily hours when he or she was hired will be unable to cancel that agreement unless the Hospital also agrees to cancel it.

## 5 Paid Holidays

5.1 All full-time employees shall be entitled to 12 paid holidays each year. The list is as follows:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday	Labour Day

Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

5.2 Employees will lose their entitlement to a paid holiday under the following circumstances:

- a) Failure to work on a holiday when scheduled to do so.
- b) Failure to work the last scheduled working day preceding the holiday, or the first scheduled working day following a holiday except where such absence is due to a satisfactory reason.
- c) If a holiday occurs during a leave of absence.

5.3 Employees will receive holiday pay for only one such holiday during any one illness or leave on Worker's Compensation except for holidays over Christmas and New Year's in which case they shall receive pay for no more than three holidays.

5.4 Employees will be paid at the rate of Time and 1/2 of his/her regular straight time hourly rate for all hours worked on such holiday and full-time employees will receive a lieu day. The lieu day is defined as a maximum of 7.5 hours in all cases. Percentage in lieu of benefits for part-time employees is intended to include the "lieu day".

## 6 Vacation

6.1 Vacation credits will be provided in accordance with the following and will be established in accordance with the employees's service credit date.

6.2 Effective April 1, 2009, vacations with pay will be granted to all full-time non-union staff on the basis of:

- 3 weeks after 1 year
- 4 weeks after 2 years
- 5 weeks after 13 years
- 6 weeks after 22 years
- 7 weeks after 28 years

Note that full-time non-union employees on staff on April 1, 2009 will receive the entitlements provided for management in article 6.3.

6.3 Effective April 1, 2009, full-time management staff will be granted vacations with pay on the basis of:

- 4 weeks after 1 year
- 5 weeks after 8 years

- 6 weeks after 17 years
- 7 weeks after 24 years

- 6.4 Vacation entitlement shall be determined on December 31<sup>st</sup> of each year for the following calendar year.
- 6.5 When a non-union employee's scheduled vacation is interrupted due to serious illness which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave. Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than 3 days. The portion of the employee's vacation which is deemed to be sick leave under the above, will not be counted against the employee's vacation credits.
- 6.6 Employees may request paid vacation up to their total vacation entitlement of the current year. Borrowing from the next year is not normally allowed. As per MIS guidelines and Generally Accepted Accounting Principles, vacation entitlement is added to the employee's bank with each pay (normally 1/26<sup>th</sup> of the yearly total), based on the vacation entitlement determined for that year. An employee leaving the employ of the Hospital will be entitled to receive any unpaid vacation pay which has been accrued up to the date of separation; unearned credits already taken will be deducted from the final pay cheque.
- 6.7 Employees are not entitled to take vacation during the first six months of employment.
- 6.8 Part-time employees shall receive vacation pay based on the applicable percentage provided in accordance with the vacation entitlement for full-time employees, on their gross earnings in the preceding year.

- 2 week entitlement - 4%
- 3 week entitlement - 6%
- 4 week entitlement - 8%
- 5 week entitlement - 10%
- 6 week entitlement - 12%
- 7 week entitlement - 14%

- 6.9 Employees with MCO credits as of March 31, 2009 shall have the outstanding credits added to their vacation banks. No further MCO credits shall be earned in subsequent years.

## **7 Sick plan (full time employees only)**

- 7.1 Under the Short Term Sickness Plan, an employee is entitled to 130 sick leave credits per calendar year with 6 days at 100% regular salary and 124 days at 75% of

regular salary, subject to the provision of medical documentation supporting the duration of the absence.

7.2 The 124 days at 75% of regular salary may be topped up to 100% salary with the use of vacation credits, if applicable.

7.3 Short Term Sickness credits are not carried over from one calendar year to the next. If the absence due to illness continues from one calendar year to the next, the employee must complete 20 consecutive working days to re-qualify for the next year's STSP credits.

## **8 Travel Expenses**

8.1 Kilometric Rates shall be paid at the rate of \$0.40 per kilometre.

## **9 Leaves of absence**

### **9.1 Bereavement leave**

9.1.1 Permanent non-union employees, at the discretion of the Manager/ Director are granted up to four consecutive working days off with pay in conjunction with the day of the funeral of a spouse, child, or parent, during a period beginning 4 days before the funeral.

9.1.2 The non-union employee is granted up to three consecutive working days off with pay in conjunction with the day of the funeral of their brother, sister, daughter-in-law, son-in-law, brother-in-law, sister-in-law, parents-in-law, grandparent, grandchild, or grandparent of spouse, during a period beginning 3 days before the funeral.

9.1.3 Permanent non-union employees shall be granted one working day bereavement leave to attend the funeral of, or a memorial service (or equivalent) for their aunt, uncle, niece or nephew.

9.1.4 The Manager/ Director has discretion to extend the bereavement leave without pay.

9.1.5 The employee will receive pay only for those days on which work was scheduled but not carried out due to the bereavement leave.

9.1.6 Bereavement pay will not be paid in addition to any other type of allowed pay for the same day such as sick pay, vacation, etc.

### **9.2 Jury and witness leave**

9.2.1 An employee, required to serve as a juror in any court of law, or required to attend as a witness in a court proceeding in which the Crown is a party, shall not lose pay for regularly scheduled days because of such attendance.

9.2.2 If compensation other than mileage is received, a receipt for any amount

received for this period must be furnished and the employee shall receive an amount equal to the difference between the pay received for jury and/or witness duty and the normal daily salary for each normally scheduled workday.

- 9.2.3 Time paid for jury and/or witness duty will not be paid in addition to other paid leave, such as vacation.

### **9.3 Pre-paid leave**

- 9.3.1 A prepaid leave plan is available to enable an employee take a one (1) year leave of absence funded solely by the employee through the deferral of salary over a defined period. The plan is available to employees wishing to spread four (4) years salary over a five (5) year period in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one year leave of absence following the four years of salary deferral.
- 9.3.2 Eligible employees must make written application to the Manager/ Director at least six (6) months prior to the intended commencement date of the salary deferral portion of the Prepaid Leave Plan. The application must outline the reason for the leave. Priority is given to applicants intending to use the leave to pursue formal education related to their profession.
- 9.3.3 The number of employees that may be absent at any one time is determined by the Hospital. The year, for the purposes of the program, is from September 1st of one year to August 31 of the following year or such other twelve month period as may be agreed upon by the employee and the Hospital.
- 9.3.4 During the four years of salary deferral, 20% of the employee's gross annual earnings are deducted and held for the employee and are not accessible to the employee until the year of the leave or upon withdrawal from the plan.
- 9.3.5 The manner in which the deferred salary is held will be at the discretion of the Hospital.
- 9.3.6 All deferred salary, plus accrued interest if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- 9.3.7 All benefits will be kept whole during the four years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave. If applicable, the employee will become responsible for the full payment of premiums for any health and welfare benefits in which s/he is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. Employees will not be eligible to participate in the disability income plan (HOODIP) during the year of the leave.
- 9.3.8 A participant may withdraw from the plan at any time during the deferral portion provided three months notice is given. Deferred salary plus accrued interest if any, will be returned to the employee within a reasonable period of time.
- 9.3.9 If the employee resigns or is terminated prior to commencement of the leave, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's



death, the funds will be paid to the employee's estate.

- 9.3.10 The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her/him within a reasonable period of time.
- 9.3.11 The employee will be reinstated to her/his position unless the position has been discontinued, in which case, s/he will be given a comparable job, if possible.
- 9.3.12 Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
- a) a statement that the employee is entering the pre-paid leave program,
  - b) the period of salary deferral and the period for which the leave is requested,
  - c) the manner in which the deferred salary is to be held.
- The letter of application from the employee to the Hospital to enter the pre-paid leave program will form part of the written agreement.

#### **9.4 Pregnancy leave**

- 9.4.1 Upon written request and receipt of medical certificate, the Hospital shall grant a leave of absence to an employee who is pregnant, provided that she has completed at least thirteen (13) weeks of continuous employment with the Hospital preceding the expected date of delivery. The request and medical certificate should be submitted at least one month prior to the date the leave is to begin.
- 9.4.2 A pregnancy leave shall normally last 17 weeks.
- 9.4.3 Such leave shall be without pay.
- 9.4.4 Seniority for all purposes shall accrue during the leave.
- 9.4.5 All coverages and appropriate deductions shall continue during the leave (both Hospital and employee portions) unless specifically declined in writing by the employee. The employee shall make arrangements with the Hospital as soon as possible prior to the commencement of her leave for the payment of her portion.
- 9.4.6 The employee shall give the Hospital four weeks written notice of her intention to return to work. The Manager/ Director will advise Human Resources of the employee's return date.
- 9.4.7 The Hospital may require, on medical grounds that the leave of absence shall begin on a date earlier than that requested by the employee. The employee shall, if requested by the Hospital, furnish medical certificate of her fitness to resume her employment following the leave of absence.
- 9.4.8 The Hospital will make the Supplemental Unemployment Insurance Benefit Plan available to an employee on Pregnancy leave while the employee is in receipt of Employment Insurance benefits (maximum of 15 weeks). For non-union

employees, the SUB plan is equivalent to the difference between 84% of the employee's normal weekly earnings and the sum of weekly Employment Insurance benefits and any other earnings. Such payment commences following completion of the two week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of EI pregnancy benefits.

- 9.4.9 The employee shall normally also be eligible for a parental leave, in addition to a pregnancy leave.
- 9.4.10 The hospital shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the period of the SUB plan.

## 9.5 Parental leave

- 9.5.1 Upon written request, the Hospital shall grant a leave of absence to an employee who is a parent provided that he/she has completed at least 13 continuous weeks of employment preceding the birth of a child, or 13 weeks before the child came into a parent's custody, care or control for the first time. The request should be submitted at least one month prior to the date the leave is to begin. A parent includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as his or her own.
- 9.5.2 A parental leave may last up to 35 weeks for the natural mother, or up to 37 weeks for the father or adoptive parent.
- 9.5.3 Such leave shall be without pay.
- 9.5.4 Seniority for all purposes shall accrue during the leave.
- 9.5.5 All coverages and appropriate deductions shall continue during the leave (both Hospital and employee portions) unless specifically declined in writing by the employee. The employee shall make arrangements with the Hospital as soon as possible prior to the commencement of his/her leave for the payment of their portion.
- 9.5.6 Parental leave commences when the pregnancy leave ends (for the natural mother) or when the baby first comes into custody, care or control of a parent (father or adoptive parent). Parental leave **must** commence within 52 weeks after the birth or after the child first comes into custody, care or control of a parent.
- 9.5.7 The employee shall give the Hospital four weeks written notice of his/her intention to return to work. The Manager/ Director will advise Human Resources of the employee's return date.
- 9.5.8 The Hospital will make the Supplemental Employment Insurance Benefit Plan available to an employee on Parental leave while the employee is in receipt of Employment Insurance benefits to a maximum of 12 weeks. Employment Insurance benefits are for a period of 35 weeks; note that twelve weeks is the maximum for which benefits can be collected by one or both parents combined. For non-union employees, the SUB plan is equivalent to the difference between

84% of the employee's normal weekly earnings and the sum of weekly Employment Insurance benefits and any other earnings. Such payment commences following completion of the two week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that they are in receipt of EI parental benefits.

- 9.5.9 The hospital will continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the period of the SUB plan.

## **9.6 Leaves of absence – unpaid personal**

- 9.6.1 Leave of absence, without pay, may be granted to full-time and regular part-time employees after one year of continuous service for reasons that the Hospital regards as legitimate and acceptable.

- 9.6.2 A leave of absence may be granted for education and personal reasons, at the discretion of the Manager/ Director, subject to the following:

- a) the length and urgency of the request;
- b) the ability of the Department to make suitable arrangements so that the normal process of operation will not be disrupted;
- c) the total work history of the employee.

- 9.6.8 Application for a Leave of Absence will be made in writing, using the standard form. Once application has been made by the employee, the completed application form, signed by the approving manager, will be forwarded to the Human Resources department.

- 9.6.8 Extensions to a Leave of Absence will be granted only after a re-assessment and a further application in writing.

- 9.6.8 While an employee is on a Leave of Absence in excess of 30 consecutive days without pay (other than pregnancy and parental), all paid benefits will cease, vacation credits will not accrue and time absent will not be included in length of service.

- 9.6.8 For all employees who are members of the pension plan, HOOPP provides that members can contribute during any employer-approved leave (pregnancy and parental are treated separately), regardless of the reason, as long as the employer approves the request to contribute. MHCP has established the following criteria for approvals of contributions to the plan:

- length of service of the employee;
- reason for the leave – emergency or education leaves will be considered;
- potential retention of employees in identified shortage areas;
- maximum period and return to work date to be agreed upon.

All applications for leaves with pension contributions (except pregnancy and parental) require the recommendation of the manager, and are subject to final approval by the Senior Team.

- 9.6.7 Emergency unpaid leave is available as provided under the Employment Standards Act. Emergency leave is a total of 10 unpaid days a year for the following:

- personal illness, injury or medical emergency, and death, illness, injury, medical emergency of or urgent matters relating to:
  - a spouse or same-sex partner
  - a parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee, the employee's spouse or the employee's same-sex partner
  - the spouse or same-sex partner of an employee's child
  - a brother or sister of the employee
  - a relative of the employee who is dependent on the employee for care or assistance.

9.6.8 Family Medical leave is available as provided under the Employment Standards Act. It is unpaid, job-protected leave of up to eight (8) weeks in a 26-week period. Family Medical leave may be taken to provide care and support to a specified family member for whom a qualified health practitioner has issued a certificate indicating that the family member has a serious medical condition and there is a significant risk of death occurring within a period of 26 weeks. Although two or more employees may qualify for the leave for the same specified family member, the eight (8) weeks of leave must be shared between the employees. Employees taking a family medical leave are eligible to apply to EI for compassionate care benefits.

## 10 Premiums

### 10.1 Shift premium

10.1.1 Personnel are paid a shift premium for each hour worked outside the normal hours of the day shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift.

10.1.2 Shift premium does not form part of the employee's straight time hourly rate.

10.1.3 The shift premium as of April 1, 2009 is \$1.00 for evenings (1700 to 2400 hours), and \$1.50 for nights (2400 to 0700 hours).

### 10.2 Temporary responsibility pay

10.2.1 The Manager/Director or delegate will advise the Human Resources department of the temporary assignment in writing.

10.2.2 Employees already designated as "Assistant" will not be eligible for temporary responsibility pay. However, if such responsibility exceeds normal vacation, or short term illness exceeding one month the levels of responsibility will be reviewed by the applicable Senior Team member.

10.2.3 As of April 1, 2009, the responsibility pay rate is \$1.00 per hour.

### 10.3 Weekend premium

10.3.1 MHCP will pay a weekend premium to personnel working from 1900 hours Friday to 0700 hours Monday. The weekend premium as of April 1, 2009, is \$3.00 per hour.

#### 10.4 Standby and call-in

10.4.1 An employee who is required to remain available for duty on standby outside their regularly scheduled working hours shall receive standby pay for the period of standby scheduled by the Hospital. Effective April 1, 2009, the standby rate is \$3.30 per hour, \$4.90 per hour on a statutory holiday.

10.4.2 Standby pay shall cease where the employee is called in to work. An employee who is called in to work from standby shall receive time and one-half (1 ½) their regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1 ½) their regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into their regularly scheduled shift. In such a case, the employee will receive time and one-half (1 ½) their regular straight time hourly rate for actual hours worked up to the commencement of their regular shift.

#### 10.5 Administrative on-call

10.5.1 Senior managers taking part in the administrative on-call rotation shall receive 1 week paid leave of absence in recognition.

### 11 Termination

11.1 Non-union management staff employees who are being terminated (other than for cause) by the MHCP shall receive the following:

11.2 **Section 1:**

To a maximum of two (2) years or one hundred and four (104) weeks, paid on a bi-weekly basis, the greater of:

a) six months notice of termination (or money in lieu) plus severance pay as per the Employment Standards Act

**OR**

b) 3.5 weeks of regular salary X the number of completed years of service (less statutory and other necessary deductions).

11.3 **Section 2:**

Both options in Section 1 are subject to the following:

If the employee secures reasonable alternate employment or commences self-employment within the period established by the above, the payments to the employee will cease, and the employee will be paid a lump sum (less statutory and other necessary deductions) calculated as follows:

- Total amount to be paid to employee under Section 1;
- Less the total paid to the employee to the point at which he or she secured reasonable alternate employment or commenced self-employment;
- Divided by one-half.

11.4 **Section 3:**

Benefits will continue for a period of twenty-six weeks on the same co-payment

basis as currently exists for medical, dental, and life insurance.

- 11.5 Non-union employees on staff at the time of divestment shall have their continuous service calculated from December 15, 2008 for the above calculation.

## 12 **Benefits**

- 12.1.1 New non-union full-time employees will be insured for all benefits effective the first of the month immediately following two (2) months' continuous service. For those employees transferring from part-time to full-time employment, there will be no waiting time for benefits, except as provided in the plan, if the part-time employee has over 300 hours worked. Where the employee has not worked more than 300 hours, they will be given credit for those hours worked from date of hire.
- 12.2.1 MHCP offers certain paid benefits to full-time employees. The benefits and the percentage of those benefits paid by the Hospital are as follows, effective May 1, 2009:
- 12.2.2 Hospitals of Ontario Pension Plan - HOOPP: employer and employee contributions as outlined by HOOPP.
- 12.2.3 Life insurance: basic is twice annual earnings; 100% paid by MHCP
- 12.2.4 Sick plan, as outlined in section 7 above; 85% paid by MHCP and 15% paid by employee
- 12.2.5 Critical illness insurance: enhanced plan for 22 illnesses; \$20,000 coverage per employee; 100% paid by MHCP
- 12.2.6 Dental Plan: details of coverages outlined in summary of benefits: 75% paid by MHCP
- 12.2.7 Extended Health Care Plan: details of coverages outlined in summary of benefits; 75% paid by MHCP; vision coverage is 80% paid by MHCP; and hearing coverage is 60% paid by MHCP
- 12.3 MHCP will continue to pay the employer's share of benefit costs while employee is in receipt of WSIB benefits or in receipt of sick benefits (including EI and LTD) to a maximum of 30 months.
- 12.4 Employees may waive participation in health and dental benefits provided they provide proof of spousal coverage. Employees may re-join the plan upon providing proof of end of spousal coverage.
- 12.5 MHCP will pay part-time employees a percentage in lieu of benefits of 13%, reduced to 9% upon joining HOOPP.

## Appendix 1

# INFORMATION FOR EMPLOYEES



## About Hours of Work and Overtime Pay

March 1, 2005

*This document is produced by the Director of Employment Standards as required by section 21.1 of the Employment Standards Act, 2000. Please read this document carefully and make sure you understand your rights. If you have any questions, contact the Ministry of Labour.*

### These are the general rules in Ontario about

- hours of work and
- overtime pay.

### Maximum Daily Hours of Work

You do not have to work more than:

- 8 hours a day
- or
- the number of hours in your regular work day, if it is more than 8.

There are exceptions and special rules for some employees under the Employment Standards Act, 2000.

For more information, contact the Ministry of Labour toll-free at 1-800-531-5551.

If you choose to, you can agree with your employer in writing to work more hours. **If you do not want to work more hours, you do not have to sign an agreement.**

### Maximum Weekly Hours of Work

You do not have to work more than 48 hours a week.

If you choose to, you can agree with your employer in writing to work more hours.

If you sign an agreement, your employer must also get approval from the Ministry of Labour's Director of Employment Standards. **If you do not want to work more hours, you do not have to sign an agreement.**

If you agree in writing to work more than:

- **48 hours a week, up to 60 hours a week** – Your employer can ask you to start working the excess hours 30 days after applying for the Director's approval, as long as certain conditions are met.
- **60 hours a week** – Your employer must have the Director's approval **before** you can start working more than 60 hours a week.

You cannot work more than the number of hours approved by the Director. This may be fewer than the number of hours you agreed to work.

Your employer must post the application for the Director's approval where you can see it. If and when your employer gets approval from the Director, the approval form must then be posted where you can see it.

**You can cancel an agreement** to work excess daily or weekly hours by giving your employer two weeks' written notice. **Your employer can also cancel an agreement** by giving you reasonable notice.