

Appendix B

ST. JOSEPH'S CARE GROUP

**TERMS AND CONDITIONS OF EMPLOYMENT
MANAGEMENT/NON-UNION STAFF**



Revised December 2011

1. Appointments

1.1 Letter of Employment

All offers of employment will be made in writing and a written letter of acceptance will constitute a contract. The letter of employment will confirm the nature of the position (regular full time, regular part time, temporary or casual), the position's salary range, annual salary and probationary period. Each employee to whom these Terms and Conditions of Employment pertain will be given a copy.

1.2 Responsibilities

The responsibilities of a position will be explained to the incumbent at the time of hire, it being understood that responsibilities are subject to modification in relation to organizational changes.

1.3 Medical Examination

St. Joseph's Care Group may require applicants to take a pre-employment medical examination.

In the case of an employee who, as a result of sickness or injury, is unable to perform assigned duties, St. Joseph's Care Group reserves the right to have that employee examined by a medical adviser (to be designated by the Care Group) for the purpose of establishing that the employee is capable of performing or fulfilling the essential duties or requirements of the position.

1.4 Internal Job Opportunities

St. Joseph's Care Group will normally post notice of job opportunities that result from vacant or newly created positions (excluding temporary vacancies) in order to permit application from interested employees. Such notices will be posted within the organization for a period of not less than five (5) working days.

2. Salary Administration

2.1 Classification

Detailed position descriptions are the basis for determining which pay band a job is assigned.

At the time of hire new employees may be granted credit for the purpose of advanced standing on the salary grid for recent directly related experience. The credit that can be given is one step for each year of experience to no more than Step 3 on the grid for non-union staff.

Full time employees achieve an increment each year on their anniversary date until they have reached the maximum of their scale.

Part time employees advance on the grid in accordance with one step granted for each 1950 hours worked until they have reached the maximum of their scale.

2.2 Salaries

St. Joseph's Care Group is committed to ensuring all employees are appropriately compensated for the work performed.

Non-unionized employee salary scales are reviewed to ensure they are competitive relative to similar positions in the private and public sectors.

In addition to monitoring salary scales for non-union, supervisory and management personnel regularly to ensure they reflect reasonably with comparable positions in the private and public sector, an assessment is conducted to ensure that a reasonable salary differential exists between supervisory personnel and the workers they co-ordinate.

2.3 Responsibility Pay

Non-union employees specifically assigned the responsibility to oversee an area during the absence of their Manager are entitled to receive a responsibility allowance. During the temporary assignment, the employee must be clearly recognized as replacing their Manager and undertake the duties normally performed. Normally eligibility becomes effective following an assignment of five or more days. Payment is processed following successful completion of the temporary assignment based on the recommendation of the Manager.

2.4 Promotional Increases

An increase may be granted upon promotion to a position bearing a higher salary scale. An employee promoted to a higher rated classification will be placed in the range of the higher rated classification so that they receive no less an increase in wage rate than the equivalent of one step in the rate of their previous classification (provided it does not exceed the wage rate of the classification to which they have been promoted).

3. Benefits

- 3.1 Group Life Insurance (HOOGLIP)** – All new full-time employees must join the plan after completing the waiting period. The waiting period is the period of time from the first day of active work until three months of service is completed. The employee can choose coverage of either

\$5,000 or twice his/her annual rate of earnings rounded to the nearest \$500. Refer to the Group Life Insurance Plan (HOOGLIP) booklet for full plan details.

3.2 Voluntary Life Insurance (HOOVLIP) – Full-time employees may join HOOVLIP if they are insured under HOOGLIP. Employees may elect one, two or three times their annual earnings, rounded to the nearest \$500. Spousal insurance is also available. Refer to the Voluntary Life Insurance Plan (HOOVLIP) booklet for full plan details.

3.3 Accidental Death and Dismemberment – Full-time employees may join the plan after completing the waiting period. The waiting period is the period of time from the first day of active work until three months of service is completed. Refer to the Accidental Death and Dismemberment Benefit booklet for full plan details.

3.4 Ontario Health Insurance Plan
This plan is the basic health care insurance that has been adopted by the provincial government for the benefit of all Ontario residents. St. Joseph's Care Group pays one hundred (100) per cent of the premium through an Employer Health Tax.

3.5 Disability Income Plan

3.5.1 Sick Pay Benefit – Full-time employees should see the Disability Income Plan (HOODIP) booklet (Part A, Sick Pay Benefit) for full details.

3.5.2 Long Term Disability Benefit – Full-time employees should see Disability Income Plan (HOODIP) booklet (Part B, Long Term Disability Benefit).

3.5.3 RBC Group Disability Insurance Plan – Full-time managers in Pay Band 11 and higher have Long Term Disability (LTD) benefits through RBC Insurance. The employee pays 100% of the premium. Refer to the applicable RBC Insurance Plan booklet for full plan details.

3.6 Extended Health Care/Dental/Semi Private Benefits

Full-time employees should refer to the Summary of Benefits document available through Human Resources or on the iNtranet (Go to: SJCG Home Page; Departments; Human Resources; Summary of Benefits). The “Summary of Benefits” document provides complete details on extended health benefits, semi-private and dental coverage.

Part-time employees are eligible for benefits on a self pay basis through Johnson Incorporated. This plan is administered independently of St. Joseph's Care Group. Benefit options information can be obtained through:

Johnson Incorporated
1595 – 16th Avenue, Suite 600
Richmond Hill, ON L4B 3S5
Tel: 904-764-4884 Toll-free: 1-800-461-4597
Fax: 905-764-4163
www.johnson.ca

3.7 Benefits for Early Retirees

All employees who retire, having not reached age 65, and are in receipt of the pension plan benefits, semi-private, extended health care and dental benefits will be provided with these benefits on the same basis as is provided to active employees, as long as the retiree pays the full amount of the monthly premiums in advance.

3.8 Pension

Full Time Employees

Full time employees will join the pension plan administered by HOOPP the day they start working.

Part Time employees

Part time or casual employees can join in the year they have worked a minimum of 700 hours or earned at least 35% of the year's maximum pensionable earnings (YMPE).

3.9 Liability Insurance

The Care Group will provide for coverage of an employee's liability while performing duties or tasks required and authorized by the Care Group or customarily performed as part of an employee's duties.

3.10 Workers' Compensation

Employees will be covered by the Workers' Safety and Insurance Act.

3.11 Kilometrage Allowance

The kilometrage allowance is available at the rate determined by St. Joseph's Care Group. Depending upon circumstances some employees who exercise managerial functions and meet certain criteria will receive a monthly travel allowance.

3.12 Management Allowance

The Care Group will pay full-time managers in Pay Band 11 and higher a monthly allowance equal to 75% of the RBC Insurance Premium.

4. Time-In-Lieu/Overtime/Shift Premiums

4.1 Overtime/Time-in-Lieu

Employees are sometimes called upon to perform job related duties outside of the normal business day (ie. weekends and evenings).

Under normal circumstances compensating time off is not granted, however, if unable to start later in the day to compensate for an evening meeting compensating time off is granted.

A maximum accrual of forty (40) hours at straight time is allowed. Lieu time is taken off at a mutually agreeable time within the calendar year it is accrued. Except for termination of employment, pay in lieu of overtime will not be allowed. Overtime must be recorded on the time sheet when earned and when taken.

Managerial positions in Pay Band 11 and higher will be automatically entitled to 5 days in lieu of overtime. There is no requirement to document additional hours worked. Under normal circumstances no other compensating time off will be granted as outlined in the above paragraph. This time must be taken in the calendar year it is accrued.

Management employees are expected to maintain regular business hours and be available Monday to Friday.

5. Holidays

5.1 Entitlement

Full time non-union and management staff will receive the following holidays with pay:

New Year's Day	Good Friday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	3 Float Days

6. Vacation

Vacation credits accrue between the twelve-month period beginning July 1st and ending June 30th. All vacation credits must be taken within the 12 month period following their accrual. Except in the case of a Maternity/Parental leave or extended absence created by sickness or injury which prevents an employee from taking their vacation during the vacation year, no carry-over of vacation credits or pay in lieu is allowed.

New employees are not entitled to take vacation within the first six months of employment, unless granted by the Manager.

6.1 Entitlement

Full time employees receive vacation with pay based on length of full time continuous service.

Regular part time employees are entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full time employees, of their gross earnings in the preceding year. One year of full time service equals 1950 hours of part time service.

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

Group A (Pay Bands 11 and up)

Years of Service	Vacation Entitlement
1 or more	4 weeks
5 or more	5 weeks
18 or more	6 weeks
28 or more	7 weeks

Group B (Pay Bands 8, 9 and 10)

Years of Service	Vacation Entitlement
1 or more	4 weeks
15 or more	5 weeks
23 or more	6 weeks
28 or more	7 weeks

Group C (Pay Bands 5, 6 and 7)

Years of Service	Vacation Entitlement
1 or more	3 weeks
3 or more	4 weeks
15 or more	5 weeks
23 or more	6 weeks
28 or more	7 weeks

Group D (Pay Bands 1, 2, 3 and 4)

Years of Service	Vacation Entitlement
1 or more	2 weeks
2 or more	3 weeks
5 or more	4 weeks
15 or more	5 weeks
23 or more	6 weeks
28 or more	7 weeks

6.2 Pro Rating

Staff with less than one (1) year's service will be granted vacation on a pro rata basis.

7. Leaves

7.1 Pregnancy and Parental Leave

7.1.1 Pregnancy Leave

Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act.

7.1.2 Supplemental Unemployment Benefit (SUB) Plan - An employee entitled to pregnancy leave who provides proof that she has applied for and is eligible to receive employment insurance benefits, shall be paid a supplemental benefit. That benefit will be equivalent to the difference between 84% of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. This payment will commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub, as proof that the employee is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks.

The employee's regular weekly earnings are determined by multiplying the regular hourly rate on the last day worked prior to the commencement of the leave times the normal weekly hours. The normal weekly hours for a part-time employee are calculated by using the same period used for calculation of the Employment Insurance benefit (currently 26 weeks).

The employee does not have any vested right to SUB payments except for supplementation of U.I. benefits during the unemployment period as specified in the plan.

7.1.3 Parental Leave

Parental leave will be granted in accordance with the provisions of the Employment Standards Act.

7.1.4 Supplemental Unemployment Benefit (SUB) Plan

An employee who is on parental leave who provides proof that he/she has applied for and is in receipt of Employment Insurance parental benefits, shall be paid a supplemental benefit. That benefit will be equivalent to the difference between

84% of her regular weekly earnings and the sum of her or his weekly Employment Insurance benefits and any other earnings. This payment will commence following completion of the two week Employment Insurance waiting period, and receipt of the employee's Employment Insurance cheque stub as proof that she or he is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10 weeks).

The employee's regular weekly earnings are determined by multiplying the regular hourly rate on the last day worked prior to

the commencement of the leave times the normal weekly hours. The normal weekly hours for a part-time employee are calculated by using the same period used for calculation of the Employment Insurance benefit (currently 26 weeks).

The employee does not have any vested right to SUB payments except for supplementation of U.I. benefits during the unemployment period as specified in the plan.

7.1.5 Employee Benefits

An employee who goes on a pregnancy or parental leave in accordance with the Employment Standards Act shall have insured benefit coverage continued (i.e. group life insurance, disability, extended health and dental care, and pension benefits) during the period of the leave as follows:

- The hospital shall continue the employee's benefit coverage for all insured benefits for which the Care Group is responsible for payment of one hundred (100) per cent of the billed premium.
- The Care Group shall continue to pay its percentage of premium cost for all pension and insured benefits for which the Care Group and the employee jointly share the cost, provided the employee continues to pay the employee's percentage of the premiums. The employee must notify the Care Group in writing if he or she does not wish to have benefit coverage continued under those plans which require the employee to pay all or part of the premium cost.

7.1.6 Vacation

The Care Group does not require an employee to take vacation entitlement concurrently with pregnancy or parental leave.

7.2 Compassionate Leave

Employees must notify their Manager as soon as possible following a death in the family.

When notification has been received, a bereavement leave of three consecutive working days off without loss of regular pay for normal scheduled hours of work is allowed.

Bereavement leave days are in conjunction with the day of the funeral.

Eligibility is restricted to the death of the following immediate family members:

- Parent
- Spouse/Partner
- Son/Daughter
- Brother/Sister
- Mother-in-law/Father-in-law
- Daughter-in-law/Son-in-law
- Sister-in-law/Brother-in-law
- Grandparent
- Grandchild
- Step-parent
- Step Children
- Guardian

Increase leave to 4 days for parent, spouse or child only (was 3 days). Ability to use one day of entitlement within 6 months following the date of bereavement for the purposes of attending burial or memorial service.

An employee will be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral, or a memorial service for her or his aunt, uncle, niece or nephew.

Where an employee does not qualify under the above-noted conditions, St. Joseph's Care Group may grant a paid or unpaid bereavement leave. St. Joseph's Care Group, in its discretion, may extend such leave with or without pay.

7.3 Jury/Witness Duty

If an employee 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 is 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 St. Joseph's Care Group, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Manager immediately upon receipt of the subpoena;
- (b) presents the subpoena requiring the employee's attendance to the Manager who will forward to the Human Resources Department;
- (c) deposits with the Business Office the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

If the subpoena is in connection with a case arising from the employee's duties at St. Joseph's Care Group, the **President is to be advised** by the Manager immediately upon receipt of the subpoena.

Part-time staff is included in this policy for days scheduled to work.

7.4 Prepaid Leave Plan

7.4.1 Purpose

The pre-paid leave plan is available to eligible 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 (1) year leave of absence following the four (4) years of salary deferral.

7.4.2 Eligibility

"Eligible employee" means an employee who has been employed by St. Joseph's Care Group for a minimum of five (5) years.

7.4.3 Application

An employee who qualifies as above must make written application to the Vice President, Human Resources at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.

7.4.4 Approval

Approval of individual requests to participate in the plan shall rest solely with St. Joseph's Care Group. Leaves requested for the purpose of pursuing further formal education would be given priority.

If St. Joseph's Care Group is unable to find a suitable replacement for the employee, it may postpone the leave. The employee will be given 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 the employee within a reasonable period of time.

7.4.5 Written Agreement

St. Joseph's Care Group and the employee shall enter into a written agreement setting out the terms of the plan, agreed to in compliance with the condition herein in order to authorize St. Joseph's Care Group to make the appropriate deductions from the employee's pay. Such agreement will include

- A statement that the employee is entering the prepaid leave program in accordance with the conditions herein.
- The period of the salary deferral and the period for which the leave is requested.
- The manner in which the deferred salary is to be held.

The letter of application from the employee to St. Joseph's Care Group to enter the prepaid leave program will be appended to and form part of the written agreement.

7.4.6 Terms and Conditions

The payment of wages and benefits, and other terms and conditions, shall be as follows:

Wages: During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to him or her until the year of the leave or upon withdrawal from the plan. The manner in which the deferred salary is held shall be at the discretion of St. Joseph's Care Group.

Benefits: All benefits will be kept whole during the four (4) years of salary deferral. Full time employees shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan.

Short-term and long-term disability benefits shall not be available during the leave, nor shall vacation be taken during the leave, nor shall vacation entitlements accumulate. During the year of the leave, service for the purpose of vacation and salary

progression and other benefits will be retained but will not accumulate.

Payouts: 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 St. Joseph's Care Group and the employee.

Assignment on Return: On return from leave, a participant will be assigned to the position he or she held prior to the leave unless the position has been discontinued.

Withdrawal: An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Vice President, Human Resources. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.

Termination of Employment: If the employee terminates employment, the deferred salary held by St. Joseph's Care Group plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In the case of the employee's death, the funds will be paid to the employee's estate.

7.5 Professional Development Leave

St. Joseph's Care Group recognizes the importance of providing opportunities for continuing education to further enhance the development of the individual and St. Joseph's Care Group. In an effort to foster a commitment to ongoing education and create an environment that encourages life long learning, the following will apply.

St. Joseph's Care Group will endeavour to allocate a reasonable period of leave per fiscal year for professional development.

Limited financial assistance may be available for registration fees and/or travel and accommodation costs.

Employees required by St. Joseph's Care Group to attend courses outside of their regular working hours shall be paid for all time spent in attendance on such courses at their regular straight time hourly rate of pay.

Employees are responsible for their own professional development. St. Joseph's Care Group will endeavour to provide inservice education

on a regular basis. Staff are encouraged to attend inservices of interest and required to attend mandatory inservices.

7.6 Personal Leave Without Pay

Leave of absence without pay may be granted for legitimate personal reasons. Employees must submit their request for an unpaid leave of absence to their manager including the duration and reason for the leave. The manager will approve the leave of absence taking into consideration the employee's performance, stated reason for the request and the department's current workload.

For any unpaid leave that exceeds 30 calendar days, the employee will be responsible for the full payment of health and welfare benefit premiums; vacation and paid holiday accrual will not accumulate; short term and long term sick leave benefits are suspended; the pension will be affected; and the employee's service/seniority date will be adjusted accordingly.

7.7 Military Leave

Introduce a policy stating unpaid leave for the purpose of fulfilling minimum training requirements to maintain an employee's status in the Canadian Reserve Force – not to exceed two weeks per calendar year. Requests for military leaves exceeding two weeks may be considered on an individual basis.

8 Employee Evaluation

8.1 Performance Appraisal

St. Joseph's Care Group uses a multirater system of reviewing work performance. This type of performance review involves gathering information about an employee's work performance from multiple people such as his or her manager/supervisor, co-workers and direct reports (people who report to the employee). Employees are also required to complete a self-evaluation. The purpose of the evaluation is to provide valuable feedback from multiple perspectives and it intended to be used by an employee to develop a plan for his or her ongoing development. The information is not used to determine salary increases. The review process is carried out every two years.

8.2 Disciplinary Notice

Each employee shall receive a copy of any formal disciplinary notice to be placed in his or her personnel file.

8.3 Access to Personnel File

Each employee shall be entitled to reasonable access to his or her official personnel file to examine performance appraisals and disciplinary notices

8.4 Removal of Notices From File

Each employee may, once per calendar year, request the removal of a disciplinary notice that has been in his or her personnel file for more than two (2) years. The removal of such a notice shall be at the discretion of St. Joseph's Care Group.

9 Complaints as to the Terms and Conditions of Employment

9.1 Complaints Process

Complaints will be resolved as quickly as possible; however, it is understood that an employee or group of employees meeting as a single body has no complaint until the complaint has been referred in writing to his or her immediate supervisor.

The written complaint shall contain a summary of the nature of the complaint, reference to the applicable section in this agreement and the remedy sought. This document should be submitted to the President, with a copy to the Vice-President, Human Resources within ten (10) working days of the incident giving rise to the complaint.

Within 10 working days following the receipt of the complaint, the President or his designate, shall provide a written response to the complainant.

9.2 Appeal Process

If the complaint is not satisfactorily settled, the employee may submit the matter, in writing, through the Vice-President, Human Resources to an Appeal Committee consisting of the President, Vice-President, Human Resources and the Vice-President responsible for the area where the employee works. The employee will be notified of the time, date and place of the meeting at which the matter will be reviewed and the employee shall have the right to attend, accompanied by another employee covered by these Terms and Conditions of Employment, if desired, to state his/her case.

The Committee shall give its decision in writing to the employee not later than ten (10) working days following the meeting.

The decision of the Committee will be binding on all parties.

No person shall be part of the appeal process who was party to the complaint. In such case, the President will appoint an appropriate designate.