



# Terms and Conditions of Employment and Compensation Framework for Management & Non-Union Employees

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## Section 1 Overview

This document was initially created on October 18, 2015 with the creation of Nova Scotia Health Authority (NSHA). It provides management and non-union employees with an overview of the Terms and Conditions of their employment with the NSHA. In cases where there is a separate NSHA policy that may impact or supplement these term and conditions, the policy will be referred to here. If a term or condition set out in a former/predecessor District Health Authority policy is not replaced by a similar term or condition in this document or a corresponding NSHA policy, that term or condition may apply until new policies come into effect for the NSHA.

**These Terms and Conditions and Compensation Framework are subject to change.** There will be ongoing updating, adding and revising of policies and procedures. People Services is responsible for maintaining the accuracy of this document. Management and Non-union Employees may contact People Services for additional information.

## Section 2 Definitions

Capitalized terms used in this document have the meanings described below.

**Anniversary Date:** date appointed to the position, which may change due to a variety of reasons such as a change in job, reclassification of the position or due to a leave of absence.

**Base Salary:** a fixed amount of money paid to an Employee in exchange for work performed, which is typically paid in equal proportions throughout the year.

**Casual Employee:** non-Regular Employee who is not regularly scheduled.

**Compensation:** the annualized Base Salary and any other payments, contributions, or benefits Employees are entitled to, or potentially entitled to, from the Employer under an Employment/Personal services contract.

Compensation is divided into two main parts:

- **Direct Compensation:** includes Base Salary and Economic Adjustments.
- **Indirect Compensation:** includes all insured and non-insured benefits, pension and all other non-cash items (leaves, etc.).

**Compensation Framework:** includes policies, practices or plans that describe Compensation including Base Salary scales, applicable classifications, Economic Adjustments and benefits.

**District Health Authority's (DHA's) 1 – 9:** refers to former/predecessor employers to the NSHA as follows:

- South Shore District Health Authority (1); or
- South West Nova District Health Authority (2); or
- Annapolis District Health Authority (3); or
- Colchester East Hants Health Authority (4); or
- Cumberland Health Authority (5); or
- Pictou County Health Authority (6); or,
- Guysborough Antigonish Strait Health Authority (7); or
- Cape Breton District Health Authority (8); or
- Capital District Health Authority (9).

**Economic Adjustment:** adjustments to the Base Salary scales, approved by the Province of Nova Scotia, and takes into account changes in the economic environment.

**Employees:** for the purposes of this policy, refers to Management and Non-Union Employees, who are individuals paid by the Employer to carry out a defined set of activities in a prescribed manner pursuant to an Employment/Personal Services Contract, and are not a member of a collective bargaining unit.

**Employer:** Nova Scotia Health Authority.

**Employment/Personal Services Contract:** an agreement that establishes an employment relationship between an individual and the NSHA, whether or not the terms are in writing, and may include amendments to or extension of the original agreement.

**Family:** Is defined as two separate groups as follows:

- **Immediate Family:** For the purposes of this document is defined as:
  - Spouse, common law partner
  - Parent, Step-parent
  - Child, Step-child
  - Sibling, Step-sibling and Half-sibling
  - Grandparent, step -grandparent
  - Grandchild, step-grandchild
  - Parent-in-law
  - Son-in-law, Daughter-in-law
  - Guardian or Ward
  - Any other relative of the Employee who permanently resides with them.

**Note:** in-law and step relationships must be current at the time of death to be considered immediate family; otherwise, they will be considered extended **family**.
- **Extended Family:** For the purposes of this document is defined as:
  - Brother-in-law, Sister-in-law
  - Aunt, Uncle
  - Niece, Nephew
  - Foster parent, Foster child
  - Grandparent of spouse/Common law partner

**Full-time Employee:** hired to work the standard hours of work. (i.e. 75 hours bi-weekly)

**Grandfathered:** when the Employer agrees to recognize and maintain the Employee's Terms and Conditions of Employment from one of the former DHA's 1-9. This could include, but is not limited to: Pension, retirement allowance, sick leave, and vacation benefits, as long as the Employee was actively employed with one of the predecessor employers (DHA's 1 -9) at the time of the establishment of the NSHA.

**Lateral Transfer:** when an Employee moves from one position to another which has the same pay scale.

**Merit Increase:** annual increase in step placement on the Base Salary scale based on performance and awarded on the Employee's Anniversary Date until the scale maximum is reached.

**Non-Union:** for the purposes of this document, refers to Non-Management and Confidential excluded employees who are not members of a collective bargaining unit.

**Part-time Employee:** hired to work a regular number of hours less than the standard hours of work. (i.e. less than 75 hours biweekly)

**Pension:** the Nova Scotia Health Employees Pension Plan (NSHEPP) and any other Grandfathered plans, as applicable, including the Nova Scotia Public Service Superannuation Plan.

**Present Incumbent Only (PIO):** a form of salary protection where Employees continue to receive a pay rate that is above the established salary scale maximum assigned to the position. If Employees have PIO status, they continue to receive any approved Economic Adjustments and Merit increases while they continue to hold that position. An Employee cannot take the salary protection to another position. The original position, when it becomes vacant, is filled using the established salary scale.

**Promotion:** when Employees move to a position with a higher pay scale maximum than their existing position.

**Reclassification:** a position description is revised and submitted for re-evaluation which results in moving the position to a different pay scale.

**Red Circle:** a form of salary protection where Employees continue to receive a pay rate that is above the established salary scale maximum. If Employees are red circled, they do not receive any Economic Adjustments or Merit Increases, until the established salary scale maximum meets or exceeds their existing rate.

**Regular Employee:** has completed a probationary period and is employed without a reference to a specified date of termination of his/her employment. A Regular Employee can work Full-time or Part-time. As a Regular Employee, eligibility for benefits may be impacted by hours worked.

**Service:** the total accumulated months of continuous employment with the Employer. Where an Employee does not receive wages in excess of ten (10) days during a calendar month, no Service is accumulated; therefore, no Service-related benefits are credited to the Employee unless eligibility/entitlement is specifically referenced in another section of this document. Service does not accumulate if the Employee is on an unpaid leave, Long Term Disability, or beyond the first 100 days of approved Workers' Compensation leave for those entitled to Short Term Illness.

**Smoothing:** a scheduling arrangement where the standard hours of work for a full time employee balance over a period of time that is longer than the two week pay period cycle, however pay is maintained each pay period at the full time standard of seventy-five (75) hours.

**Spouse:** a Spouse is defined as a legal marriage partner, or a live-in partner who has been identified to the Employer in writing as the spouse. This includes a same-sex partner.

**Temporary Employee:** employed with a reference to a specified date of termination. A Temporary Employee may work Full-time or Part-time. An Employee filling a temporary position shall accumulate vacation, holiday and sick leave benefits on a pro rata basis to regular hours paid. Participation in pension and benefits plans shall be in accordance with plan specific eligibility requirements.

**Temporary Assignment:** when an Employee is assigned to work in a position different than the one they originally own for a temporary period.

**Working Days:** Normally defined as Monday to Friday excluding holidays.



## Section 3 Terms & Conditions for Both Management & Non-Union Employees

Where noted, refer to the supplemental policy for details, eligibility and benefit entitlements. Otherwise, the information provided below is accepted and approved as the current policy.

### Economic Adjustments

- The only Economic Adjustments permitted to the pay plan scales are those approved by the Province of Nova Scotia's Executive Council. Such adjustments will ordinarily be provided by the Department of Health and Wellness and communicated to affected Employees when approved.

### Retirement Allowance

- The discontinuation date for retirement allowances for Management and Non- Union employees is April 1, 2015. New Employees hired after the discontinuation date are not eligible for a retirement allowance.
- The retirement allowance can be paid to Regular Full-time and Part-time Employees hired on or before April 1, 2015, who are retiring because of age, physical or mental incapacity as described by the Canada Pension Plan, Nova Scotia Health Employees Pension Plan (NSHEPP), Nova Scotia Public Service Superannuation Plan (NSPSSP), and Long-term Disability Plans.
- Eligible Regular Full-time and Part-time Employees who are entitled to retire under their Pension Plan shall be granted a retirement allowance equivalent to one (1) week of Base Salary for each year of Service to a maximum of twenty-six (26) weeks. The retirement allowance is pro-rated for a partial year of Service.
- However, as of April 2015, no further Service will be accrued towards the calculation of the retirement allowance. Upon retirement, the Employee's Base Salary as of the retirement date will be used to calculate the retirement allowance.
- At least three (3) months prior to the date of retirement, eligible Employees are required to notify their departmental director and contact People Services of their intention to retire and claim the retirement allowance.
- In the case of Employee death, retirement allowance will only be paid if the Employee was eligible per bullet 2 above, and any monies owed will be paid to the estate of the employee unless a specific beneficiary has been designated.
- If bargaining unit staff members move into a non-union or management position, their service will be frozen for the purposes of calculating the retirement allowance as of the date they begin the management or non-union position, or as of the bargaining unit discontinuation date, whichever is earlier.
- The following Employees are not entitled to receive a retirement allowance:
  - Employees who are terminated and receive a severance payment.
  - Employees who received a Service Payout in lieu of the retirement allowance.
  - Employees who begin employment after April 1, 2015.
  - Employees who are rehired to the NSHA after April 1, 2015 and following a break in Service of greater than three (3) months as described under Portability of Service, regardless of whether they have prior Service in any of the former DHAs 1-9.

### Termination of Employment

- Termination is the ending of the employment relationship.
- Termination can occur for various reasons, such as personal, organizational, or as corrective action.

- If an Employee desires to terminate employment, four (4) weeks written notice of resignation shall be provided unless mutually satisfactory arrangements are made otherwise.
- Termination may be:
  - Voluntary
  - Involuntary
    - With cause:
      - Termination may occur as part of corrective action, requested by the immediate supervisor/manager and in consultation with People Services. Documentation is required.
      - There will be no notice period or compensation in lieu of notice for termination
    - Without cause:
      - An Employment/Personal Service contract can be terminated at any time without cause or due to operational or service requirements.
      - Notice periods or compensation in lieu of notice will be determined on a case by case basis, a review of the specific circumstances, contractual and common law.

### **Insured and Self-Insured Benefits**

- Based on meeting plan-specific eligibility requirements, Regular and Temporary Employees may be required to participate in the following benefits plans, which are cost-shared between Employer and Employee:
  - Basic Life Insurance (50% Employer – 50% Employee)
  - Long Term Disability (50% Employer – 50% Employee)
  - Basic Dental\* (65% Employer – 35% Employee)
  - Health and Travel Insurance\*(65% Employer – 35% Employee)

\*May be waived with proof of spousal/common law coverage
- Regular and Temporary Employees may also participate in these optional plans, based on plan-specific eligibility requirements, which are 100% Employee paid:
  - Optional Life Insurance
  - Optional Accidental Death and Dismemberment
  - Critical Illness Insurance

**Note:** May require medical evidence as requested by plan
- Casual Employees are not eligible to participate in the NSHA benefits plans. However, they are paid a taxable stipend of 11% of gross pay in lieu of benefits.
- All Employees and new hires will be enrolled in the benefit plans administered by the Health Association Nova Scotia (HANS).
- Exceptions to HANS benefit plans participation include any NSHA employee, including unionized employees transferring to a management or non-union position within NSHA, previously enrolled in the former CDHA (now Central Zone) benefits plan or the Public Service benefits plans. Until advised to the contrary, these employees will remain in these benefit plans at this time.
- Additional information on benefits and eligibility requirements can be received by contacting People Services in each Zone.

### **Retiree Benefits**

- Employees meeting the eligibility criteria for retiree benefits, as outlined below and subject to plan changes, may elect to continue the basic medical benefit and basic group life insurance upon retirement.
- Dental and travel insurance plan coverage ceases upon retirement.

### **Health Association Nova Scotia (HANS) Group Benefits**

- To be eligible for HANS retiree benefits, Employees must:
  - Be enrolled in the HANS Health Plan immediately prior to retirement
  - Have at least 10 years continuous service with the employer immediately prior to retirement
  - Retire with an unreduced pension in accordance with the terms of the NSHEPP Pension Plan.
- HANS retiree medical benefits may be cost shared in accordance with the following eligibility requirements and provisions:
  - Meet the eligibility requirements for the HANS Retiree Benefits noted above
  - Have 15 years of service in the NSHEPP
  - The Employer agrees to provide a supplement equal to \$150 for family coverage and \$58.33 for single coverage of the cost of the current premium
  - The Employer supplement will be provided for each month that the retiree is enrolled in the health plan up to and including the month that the retiree reaches the age of 65.
  - When the retiree reaches the age of 65 and becomes eligible for provincial Pharmacare coverage, the Employer supplement will cease and the retiree will be responsible for the full cost of the premiums if he/she chooses to remain in the plan at that time.
  - Retiree Benefit coverage remains in effect for a surviving spouse provided 100% of the premiums are paid.
- HANS retiree life insurance is not cost shared but retirees may maintain coverage in accordance with the following eligibility requirements and provisions :
  - Meet the eligibility requirements for the HANS Retiree Benefits noted above
  - Retired Employee pays the 100% cost of the retired life insurance
  - Retiree Life Insurance is provided on a reducing scale of insurance from date of retirement (see the HANS, 'Thinking About Retirement' information).

### **Central Zone Group Benefits**

- To be eligible for Central Zone retiree benefits, Employees must:
  - Have at least 10 years of continuous employment with the employer immediately prior to retirement and be in immediate receipt of monthly pension benefits under the NSHEPP, NSPSSP or another pension plan sponsored by the NSHA
  - If retiring before age 55, the monthly pension must be an unreduced pension benefit.
- Central Zone retiree medical benefits may be cost shared in accordance with the following eligibility requirements and provisions:
  - Meet the eligibility requirements for the Central Zone Retiree Benefits noted above
  - Cost sharing continues from date of retirement to the death of the retired employee; 35% Employee and 65% Employer
  - Retiree benefit coverage ceases with the death of the retired employee
- Central Zone retiree life insurance may be cost shared in accordance with the following eligibility requirements and provisions:
  - Meet the eligibility requirements for the Central Zone Retiree Benefits noted above

- Cost sharing continues from date of retirement to the age of 65 years of the retired employee; 50% Employee and 50% Employer
- Retiree Life Insurance ceases at age 65 years

### **Provincial Public Service Group Benefits**

- To be eligible for Provincial Public Service retiree benefits Employees must:
  - Be enrolled in the Provincial Employee Health Plan prior to retirement
  - Be in immediate receipt of a monthly pension benefit under the NSPSSP
- Provincial Public Service retiree medical benefits:
  - Meet the eligibility requirements for the Provincial Public Service retiree medical benefits noted above
  - Cost sharing continues from date of retirement to the death of the retired employee and/or a Surviving spouse; 35% Employee and 65% Employer
  - Retiree benefit coverage continues to a surviving spouse
- Provincial Public Service retiree life insurance is not cost shared but may be maintained in accordance with the following eligibility requirements and provisions:
  - Meet the eligibility requirements for the Provincial Public Service Retiree Benefits noted above
  - Retired Employee pays the 100% cost of the Retired Life Insurance

### **Pension**

- Generally, employees and all eligible new hires will be enrolled in the Nova Scotia Health Employee's Pension Plan (NSHEPP).
- In instances where there may be prior legal agreements or legislation which impact pension entitlements, exceptions will be considered subject to any required approval of the Superintendent of Pensions.
- Eligibility requirements, contributions, and when an Employee is able to retire are defined by the Employee's respective Pension plan.
- Income tax rules, as defined by Canadian Revenue Agency, limit pension accrual on specified salary thresholds annually. Eligible Employees, with compensation levels in excess of this annual limit, may be able to participate on a voluntary basis in the NSHEPP Supplemental Employee Retirement Plan (SERP), subject to the approval of the CEO or designate.

### **Continuation of Insured and Self-Insured Benefits and Pension While on Unpaid LOA**

- Employees may be entitled during an unpaid LOA to continue participation in Pension and Benefits Plans, subject to eligibility provisions with the specific Pension and Benefits Plans, provided the Employee pays 100% (both the Employer and Employee portion) of the associated costs. The specifics around the type of LOA and related options should be discussed with People Services.

### **Portability of Service**

- The NSHA and IWK will recognize the Service of those employees hired between the organizations, after October 18, 2015, as their earliest Service at either organization, for the following purposes: vacation accumulation, calculation of retirement allowance, and entitlement to Supplementary Employment Benefits related to pregnancy, parental and adoption leave. This includes employees which terminate from either organization and begin work within 3 months at the other or the original organization, providing the

termination was not for cause or retirement. Accumulated sick leave benefits to a maximum of twenty (20) days (one hundred and fifty (150) hours) shall also be recognized by the hiring Employer. Exceptional circumstances may arise where alternative arrangements may be approved. These exceptions require the approval of VP of People & Organization Development.

- Consideration as to the recognition of service from employees hired from the Nova Scotia Public Service will be considered on a case by case basis with approval from the Senior Director, People Services or designate.

### **Standard Hours of Work**

- The standard hours of work for Full-time Employees are:
  - Seventy-five (75) hours bi-weekly, one thousand nine hundred fifty (1950) hours annually, based on a seven and one-half (7.5) hour paid day, which excludes a one-half (0.5) hour unpaid meal break and includes two (2) fifteen (15) minute paid rest breaks.
  - The bi-weekly and annual hours of work are pro-rated for Part-time employees.
  - Arrangements outside of the standard noted above are subject to the approval of the Senior Director, People Services or designate, and must be documented in writing and reviewed on an annual basis.
  - Where standard hours vary from the above for any reason, duration of breaks is pro-rated. Smoothing may be used in instances where the biweekly schedule doesn't balance to seventy-five (75) hours.
- The hours of work for non-union Casual Employees shall be determined in accordance with operational and service requirements and in compliance with the Labour Standards Code.
- Standard hours of work for these groups may be exceeded when necessary to ensure the effective delivery of service. See Overtime and Time in Lieu of overtime for non-union Employees and Administrative Leave section for management Employees.

### **Probationary Period**

- The NSHA defines the standard probationary period for new Employees as six (6) months (subject to potential extension), commencing upon the date of hire. This provides time to assess skill levels and address any potential performance issues dependent on the established standards within the area of operation.
- During probation, the Employee's performance and potential for success will be evaluated.
- The probationary period may be extended for a period of up to six (6) additional months, not normally to exceed twelve (12) months total probation. This shall be communicated to the Employee both verbally and in writing. This discussion must include the reason for the extension and the developmental expectations required to be met by the Employee.

### **Holidays**

- Regular and Temporary Employees are eligible to be paid for holidays, i.e. days proclaimed by federal or provincial governments as holidays, at their regular rate of pay when they have worked or been paid on their last scheduled shift or day before the holiday and on their first scheduled shift or day after the holiday.
- Part-time Employees are entitled to pay for the holidays on a pro-rated basis.

- Pay for Casual Employees in respect to Holidays is governed by the Labour Standards Act of Nova Scotia.
- When the calendar date of the holiday falls on a Saturday or Sunday, the following Monday will normally be observed as the holiday.
- When the Saturday and Sunday are both observed as a holiday (in the case of Christmas Day and Boxing Day), the following Monday and Tuesday will normally be observed as the holiday.
- The following days are recognized as paid holidays:
  - New Year's Day
  - Nova Scotia Heritage Day
  - Good Friday
  - Easter Monday
  - Victoria Day
  - Canada Day
  - Civic Holiday (August)
  - Labour Day
  - Thanksgiving Day
  - Remembrance Day
  - Christmas Eve (1/2 day beginning at noon)
  - Christmas Day
  - Boxing Day
- **Religious Day in Lieu:** Employees may be entitled to time off with pay in lieu of Good Friday, Easter Monday, Christmas and/or Boxing Day to observe a holy day of their own faith. Employees must advise their immediate supervisor/manager in writing of their desire to take such day(s) off in lieu as soon as possible but before March 1st in each year. The immediate supervisor/manager will endeavor to grant the request where operational and service requirements permit.

### **Working on Holidays**

- Employees normally scheduled to work on a holiday will receive one and one-half times their regular rate of pay for all hours worked on a holiday, and their holiday hours remain in their bank.
- Banked holiday hours shall be taken at a mutually agreed time with the immediate supervisor/manager, where operational and service requirements permit.
- These banked hours must be taken by the end of the second (2<sup>nd</sup>) month following the month containing the holiday, or they will be paid out to the Employee.

### **Sick Leave**

- In the event that a Regular or Temporary Employee is unable to work due to illness/personal injury, sick leave is paid to these eligible Employees to insure against loss of pay.
- Casual Employees are not eligible for paid sick leave.
- Proof of illness/personal injury may be required for any period claimed as sick leave.
- Eligible Employees may receive 100% of their regular rate of pay when they are away from work due to illness/personal injury, provided they have sufficient Sick Leave to cover their time off.
- If an employee is ill during a period of vacation and the illness is significant such that the employee would not have attended work should they not have been on vacation, the employee may be granted sick leave and vacation credits restored to the extent of the sick leave. Request for substitution of sick leave for vacation may require the support of a

medical certificate from a legally qualified medical practitioner on such form as the Employer may from time to time prescribe.

- All eligible Employees and new hires will be placed on the Earned Sick Leave plan.
- Exception to participation in the earned sick leave plan includes all NSHA employees, including unionized employees who transfer to a management or non-union NSHA position, who are covered under a Short Term Illness plan. Until advised to the contrary, these employees will remain in the STI plan at this time.
- The “Earned Sick Leave Plan” is as follows:
  - Eligible Full-time (FT) Employees earn Sick Leave at a rate of 11.25 hours (1.5 days) per month to a maximum of 1125 hours (150 days).
  - Earned Sick Leave is pro-rated for eligible Part-time (PT) Employees.
  - Earned Sick Leave is based on the number of months’ service accumulated in the year and the employment status.
  - Earned Sick Leave is not available to casual Employees.

### **Bereavement Leave**

- If a death occurs in the Immediate Family of an Employee when the Employee is at work, or scheduled to go to work, the Employee shall be granted bereavement leave with pay for the remaining portion of the shift for that day.
- Paid leave of up to a maximum of seven (7) consecutive calendar days, beginning midnight on the day immediately following the death, will be provided for Employees to attend to matters surrounding the death of an Immediate Family member. Employees will be paid for all scheduled hours that fall within this seven (7) consecutive calendar day period.
- To claim bereavement leave, Employees must notify their immediate supervisor/manager before taking the leave.
- One (1) day, or portion thereof, paid bereavement leave may be granted to attend funeral (service/ceremony) for Extended Family members
- Employees who require time in excess of the seven (7) calendar days should discuss their needs with their immediate supervisor/manager.
- In the event the funeral/ceremony/interment does not take place within the 7 calendar day bereavement period, Employees may request to defer the final paid day of their bereavement leave until the day of the funeral/ceremony/interment.
- An alternate paid leave may be substituted with Bereavement Leave if an Employee is scheduled off on paid leave during the period of bereavement.
- In the event of the death of an extended family member, not covered under the Bereavement Leave provisions above, Employees may be able to use pre-existing accrued time from their vacation, time in lieu, or legacy banks, or to take unpaid time to attend the funeral/service of the extended family member. Employees should discuss options with their Manager and obtain approval for this leave.

### **Court Leave**

- Court leave with pay shall be granted to any Regular or Temporary Employee, other than an Employee on an unpaid leave of absence or under suspension, who is required:
  - To serve on a jury, or
  - By subpoena or summons to attend as a witness in any employer-related proceeding held in which the employee attends as a witness in relation to the employee’s duties as an employee:
    - In or under the authority of a court tribunal; or
    - Before an arbitrator, umpire, or person(s) authorized by law to make an inquiry and



- to compel the attendance of witnesses before it; or
  - Before any committee of the legislative assembly.
- Paid court leave will only be approved upon presentation of a subpoena or summons and authorization of the Departmental Director or delegate.
- Employees who are approved to take paid court leave, and who also receive any other payment to serve on a jury or act as a witness, will remit that payment to the employer.

### **Compassionate Care Leave**

- As determined by Federal Legislation, Compassionate Care Leave will be provided to allow Employees to be away from work temporarily to provide care or support to a family member who is gravely ill with a significant risk of death.
- Compassionate Care Leave is unpaid leave; however, Employees may qualify for compassionate care leave employment insurance benefit under the Federal Government's Employment Insurance program.
- Compassionate care benefits are Employment Insurance (EI) benefits paid to people who have to be away from work temporarily to provide care or support to a family member who is gravely ill and who has a significant risk of death within 26 weeks (six months). A maximum of 26 weeks of compassionate care benefits may be paid to eligible people.
- Employees shall provide as much notice as possible that they require the leave.
- NSHA may require the Employee to provide a medical certificate and/or proof of eligibility under the EI program.

### **Other Leaves**

- Employees who require a leave of absence for purposes other than the leaves specified in this document should speak with their immediate supervisor/manager. The request will be considered, subject to operational and other requirements. Normally, any leave granted in such cases will be unpaid and as a result will impact benefits that are based on salary.

### **Emergency, Medical and Family Leave**

- Eligible Full-time Employees who have sufficient time in their Earned Sick Leave/General Leave bank may be granted, after notifying their immediate supervisor/manager, paid leave of absence from these banks to a maximum of thirty-seven and one half (37.5) hours per fiscal year to attend to emergencies, family responsibilities or appointments where:
  - There is a critical condition, e.g. fire, flood, or other disaster, which requires the Employee's personal attention, and this critical condition cannot be serviced by others or attended to by the Employee outside of working hours;
  - The Employee's personal attention is required to accompany a member of the Employee's Immediate Family to a medical/dental appointment or to make alternate care arrangements for a member of the Employee's Immediate Family who has become ill or disabled, the Employee's personal attention is required and which could not be serviced by others or attended to by the Employee outside of working hours; or
  - The Employee has a personal medical and/or dental appointment.
- These leaves are pro-rated for Part-time Employees.

### **Pregnancy, Parental and Adoption Leave**

#### **Eligibility:**

- Employees are entitled to pregnancy, parental and adoption leave. Additional



requirements are as follows:

- Pregnancy Leave:
  - The Employee is pregnant
- Parental Leave:
  - The Employee was pregnant with the child/children in question and the child/children is/are arriving in the home; or
  - The Employee's spouse/common law partner was pregnant with the child/children in question and the child/children is/are arriving, or has/have arrived, in the home
- Leave for Birth of a Child/Children:
  - The Employee's spouse/common law partner was pregnant with the child/children in question
- Adoption Leave:
  - The Employee is adopting the child/children through a recognized Agency
- Leave for Adoption of a Child/Children:
  - The Employee's spouse/common law partner is adopting a child/children through a recognized agency
- To be eligible for the Supplemental Employment Benefit (SEB), Employees:
  - Must provide proof that they have applied for and are eligible to receive Employment Insurance (EI) benefits; and
  - Must have been employed with the employer for at least one (1) year and be a Regular Employee prior to the start of the leave. Service ported per the Portability of Service provisions may be combined to make up the 1 year eligibility.
- Employees requesting Pregnancy Leave may be asked by their immediate supervisor/manager to provide a medical certificate specifying the expected date of delivery. Employees should discuss notice requirements regarding leave start and return dates with their immediate supervisor/manager, as well as any requirements for additional medical documentation.
- Employees seeking Adoption Leave may be asked by their immediate supervisor/manager to provide documentation supporting the adoption leave.

#### **Entitlements:**

- **Pregnancy Leave:**
    - Eligible Employees are entitled to seventeen (17) weeks time off work.
    - Commencement of leave:
      - Is determined by the Employee, not to exceed sixteen (16) weeks prior to the expected date of delivery and not later than the date of delivery.
    - End of leave:
      - Is determined by the Employee, not sooner than one (1) week after the date of delivery and not later than seventeen (17) weeks after the Pregnancy Leave began.
    - If eligible, SEB is paid as follows:
      - The first week of this leave will be paid at 75% of regular rate of pay if the Employee is required to serve a one (1) week Employment Insurance (EI) waiting period.
      - Five (5) weeks of EI benefits will be topped up to 93% of the Employee's regular rate of pay.
- Note:** Part-time Employees working extended shifts on a regular basis or who are employed elsewhere concurrently may receive limited or no top-up payments, depending on their EI entitlement. Employees who have notified their immediate supervisor/manager of their intention to claim Parental Leave immediately following their Pregnancy Leave, an additional 10 weeks of EI benefits will be topped up to 93% of the Employees regular rate of pay during their Pregnancy leave,

from their Parental Leave SEB entitlement.

### **Parental/Adoption Leave**

- Eligible Employees are entitled to thirty-five (35) weeks' time off work.
- Additional Adoption Leave may be available if required by the adoption agency, not to exceed fifty-two (52) weeks total.
- Commencement of leave:
  - For an employee who has taken pregnancy leave and the child/children arrive in the home during such leave, Parental Leave begins immediately upon completion of Pregnancy Leave.
  - For all other Employees, Parental/Adoption leave begins as determined by the Employee, coinciding with or after the birth of the child/children or their arrival in the home.
- End of leave:
  - Up to thirty-five (35) weeks after Parental/Adoption Leave begins or up to fifty-two (52) weeks after the child/children arrive(s) in the home, whichever is earlier.
- If eligible, SEB is paid as follows:
  - The first week of this leave will be paid at 75% of the Employee's regular rate of pay if the Employee is required to serve a one (1) week EI waiting period.
  - 10 weeks of EI benefits will be topped up to 93% of the Employee's regular rate of pay.

**Note:** not available to the Employee if he/she have already claimed this during the period of Pregnancy Leave
- The combined Pregnancy and Parental leave shall not exceed the maximum fifty-two (52) weeks.

#### ***Leave For Birth of a Child:***

- On the occasion of the birth of a child/children, a spouse/common law partner will be granted a maximum of seven and one-half (7.5) hours paid leave, which may be divided into two periods and granted on separate days.

#### ***Leave For Adoption of a Child:***

- On the occasion of the adoption of a child or children by the Employee's spouse/common law partner, an Employee will be granted a maximum of seven and one-half (7.5) hours paid leave, which may be divided into two periods and granted on separate days. While on Pregnancy, Parental or Adoption Leave, all eligible Employees will continue to accumulate Service credits for the duration of their leave at the rate in effect immediately prior to the leave and their Service is deemed to be continuous. However, Service accumulated during such leave(s) is not used for the purpose of calculating vacation leave credits.
- In circumstances where the child/children to whom the leave relates require(s) hospitalization in excess of, or likely to exceed, one (1) week, an Employee who has commenced Pregnancy, Parental or Adoption Leave is entitled to return to work and defer the unused portion of leave until the child/children is/are discharged from hospital, upon giving the employer reasonable notice.
- An Employee who requires a leave of absence prior to the commencement of the Pregnancy Leave or at the end of the Pregnancy/Parental Leave due to an illness arising out of, or associated with, the Employee's pregnancy may be entitled to use available sick leave. Medical documentation may be required.
- An Employee who receives pay or SEB payments, as outlined above, while on Pregnancy, Parental or Adoption Leave may continue participation in the various benefit plans. The Employer will continue to pay its share of premiums during this period.
- For the period of the Parental or Adoption leave for which no payment is received from the Employer, participation in the HANS and Central Zone benefits plans

and NSHEPP is optional. Any Employee who chooses to continue coverage during this period is responsible to pay 100% of the premiums, i.e. the contributions regularly made by both the Employee and the Employer. For Employees enrolled in the Public Service benefits plan and NSPSSP, participation is mandatory and cost sharing arrangements continue during this period.

- An Employee in receipt of SEB payments while on leave who becomes eligible for a pay increase during the benefit period will have the SEB payment adjusted accordingly.

### **Vacation Accrual**

- The NSHA provides an annual vacation with pay to its Employees for their relaxation and wellness. Immediate supervisors/managers are responsible to make every reasonable effort to ensure all Employees take their vacation during the fiscal year in which it is earned.
- Vacation is earned by Employees based on years of Service.
- Vacation is earned on a pro-rated basis based on paid time as follows:
  - The number of months' Service accumulated in the year, for Full-time Employees;
  - The number of hours worked, for Part-time Employees.
- The vacation year is April 1 to March 31 annually. Vacation policies of the former DHAs were in effect until March 31, 2016 and Employees had continued to earn their vacation entitlements as per the former DHA policies until that time.
- Effective April 1, 2016, vacation is earned as per the following Vacation Entitlement Accrual Schedule:
  - **Management:**
    - Four (4) weeks available immediately upon hire (1.66 days per month)
    - Five (5) weeks as of the start of the tenth (10<sup>th</sup>) year of Service (2.08 days per month)
    - Six (6) weeks as of the start of the twenty-fifth (25<sup>th</sup>) year of Service (2.5 days per month)
    - Management earns vacation as outlined above as long as they remain in a management position
  - **Non-Union:**
    - Three (3) weeks available immediately upon hire (1.25 days per month)
    - Four (4) weeks as of the start of the fifth (5<sup>th</sup>) year of Service (1.66 days per month)
    - Five (5) weeks as of the start of the fifteenth (15<sup>th</sup>) year of Service (2.08 days per month)
    - Six (6) weeks as of the start of the twenty-fifth (25<sup>th</sup>) year of Service, (2.5 days per month)
- Where Employees earn and take vacation in the same vacation year, they may from time to time throughout the vacation year be in a negative balance. This negative balance shall not normally exceed more than two (2) weeks (seventy-five (75) hours) and/or the total annual projected/targeted vacation for the vacation year. Approval for negative balances beyond these amounts must be approved by the Director of the Employee.
- Upon termination of employment, any annual vacation entitlement that has been taken before it has been earned will be recovered from final monies owing to the Employee. If there is still an outstanding balance owed to the Employer, a repayment structure will be created.
- Effective April 1, 2016, any unionized employees transferring internally to a management or non-union position will retain their existing vacation entitlement from their previous position if it is greater than the entitlement for that year as per the new

Vacation Entitlement Accrual schedule in their new management or non-union position. However, these Employees will only accrue vacation entitlements in future years as per the new vacation accrual rate as defined above for their new management or non-union position.

- Vacation that exceeds the outlined entitlement may be provided with the approval of the Senior Director, People Services, for those new hires that have extensive experience and/or specialized training. The additional entitlement relates to the entitlement the new hire received at their previous employer and cannot exceed the maximum entitlement under this policy.
- Employees within the former DHAs who have reached or will reach a vacation entitlement threshold on or before March 31, 2016, will maintain that annual entitlement going forward. After April 1, 2016, they will earn additional vacation entitlements as per the new vacation accrual schedule. Employees who have earned seven weeks of vacation at that date will be Grandfathered. With the exception of Grandfathered employees, no Employee will earn 7 weeks of vacation on or after April 1, 2016. Vacation entitlement will be capped at a maximum of 6 weeks per year.
- The Employer will make every reasonable effort not to require an employee to report to work after she/he has proceeded on a period of vacation leave. An Employee who is required and returns to work while on a period of paid vacation leave, shall be paid her or his regular hourly rate for regular hours worked and shall have any vacation time that may have been used returned to their bank.

**Vacation Leave Carryover (See [Vacation Utilization Policy](#) for full detail)**

- The immediate supervisor/manager is responsible to make every reasonable effort to ensure all Employees use their vacation during the fiscal year in which it is earned.
- In certain exceptional circumstances, operational and service requirements, extended leaves, or other unforeseen situations may exist that prevent employees from taking their full vacation entitlement during the fiscal year in which it was earned
- In these exceptional circumstances, Employees may, with the appropriate approval, carry over one week (37.50 hours) in the current year vacation carryover bank and one week (37.50 hours) in the accumulative vacation carryover bank, which is capped at four (4) weeks.
- On a one time only basis on April 1, 2016, People Services/Human Resources placed any remaining unused vacation beyond the maximum allowable within carryover and accumulative banks in the Legacy Carryover Bank for use by March 31, 2019. The Legacy Vacation Carryover Bank is a temporary bank that will be removed from the system as of April 1, 2019. Any Legacy Vacation Carryover Bank hours remaining in the bank at April 1, 2019 will be lost and eliminated from the system.
- Upon termination of employment or retirement, unused vacation entitlement is paid out. Other vacation entitlements may only be paid out only in exceptional circumstances such as for significant, demonstrated hardship cases. This requires approval of the VP of People & Organizational Development and the VP of Stewardship and Accountability and Chief Financial Officer.

## **Section 4 Terms & Conditions for Management Employees Only**

### **Administrative Leave (See [Administrative Leave Policy](#) for full detail)**

- Management Employees are not directly financially compensated for time worked beyond the standard hours of work. They will not ordinarily be entitled to overtime.
- In recognition of significant additional hours worked beyond the standard due to on-call and after hours responsibilities to maintain operational and service requirements, and subject to approval, managers who meet eligibility requirements may be granted thirty-seven and one-half (37.5) hours of Administrative Leave per fiscal year.
- Administrative Leave is pro-rated based on employment status (Full-time or percentage Part-time) and date of eligibility and approval.
- Approved Administrative Leave must be taken in the same year in which it is earned, and cannot be carried over or paid out.
- Upon termination, any hours taken as Administrative Leave in excess of the approved pro-rated hours will be recovered from the final pay.

### **Exception for Entitlement to Non-Union Provisions Per Section 5**

- In exceptional circumstances with the approval of the Senior Director, People Services, management category employees may be entitled to Time in Lieu of Overtime, Pre-approved Overtime, Standby and Call Back, and Shift and Weekend Premiums as defined for Non-Union category employees in Section 5.
- Management category employees in these situations are not entitled to administrative leave.

## Section 5 Terms & Conditions for Non-Union Employees Only

### Time in Lieu of Overtime

- In exceptional circumstances, eligible non-union Employees may be required and approved to work more than the standard hours of work, in order to meet operational requirements. In such situations, and only with management pre-approval, eligible non-union Employees can be granted paid time off in lieu of overtime on a straight time (1.0) hour for hour basis.
- In circumstances where non-union Employees are approved to work in excess of forty-eight (48) hours in a week (Sunday to Saturday), the excessive hours will be banked at a rate of one and one-half (1.5) times.
- Time in lieu banks will not normally exceed thirty seven and one-half (37.5) hours banked at any given time in the fiscal year, and will be paid down to thirty seven and one-half (37.5) hours at the end of each quarter.
- In exceptional circumstances, accumulated hours in the time in lieu bank can be paid out at the regular rate of pay outside of the regular quarterly pay down cycle. The request must be made in writing and approved by the Vice President for the portfolio or delegate.

### Pre-approved Overtime

- Paid overtime for non-union Employees is made available only in special circumstances and requires pre-approval from the Vice-President for the portfolio, or their designate. Where paid overtime is authorized, Employees will be paid at the rate of one and one-half (1.5) times their regular rate of pay for the extra approved hours worked.
- Overtime is not used to conduct the normal work of the department. It is used only when there is an unusual circumstance as identified by the Employee's immediate supervisor/manager.

### Standby and Call Back

- On occasion, eligible non-union Employees may be required and approved, because of operational necessity, to be on standby during non-working hours.
- Standby allowance of \$13.50 may be paid for each period of eight (8) hours or less that an Employee is scheduled to stand by.
  - On holidays, standby allowance of \$27.00 will be paid for each period of eight (8) hours or less that an Employee is scheduled to stand by.
- Employees who are called back to the workplace while on standby are entitled to reimbursement of expenses incurred for transportation to and from work to a maximum of \$10.00 per call. Employees who are called back to work receive payment of a minimum of four (4) hours pay at their regular rate, or are paid for the actual hours worked at one and a half (1.5) times the employees hourly rate, whichever is greater.
  - To qualify for this payment, the nature of the call must require Employees to come into the workplace. If the nature of the call does not require the Employees to return to the workplace (e.g. telephone or remote consult), the Employees will be compensated for the time spent on the consult at a rate of one and a half (1.5) times the Employees' hourly rate of pay.
- Employees may request to bank time (hour for hour at their regular rate of pay) for periods of callback worked. Approval of such requests is at the sole discretion of the immediate supervisor/manager.
- Employees who cannot be contacted and/or are unavailable will not be paid an

allowance for the total period of standby.

### **Shift and Weekend Premiums**

- On occasion, operational necessity or exceptional circumstances may require that non-union Employees are scheduled, by their supervisor, to work an evening or night shift (from 1900 hrs to 0700 hrs) or during a weekend (midnight Friday to midnight Sunday). In such instances, Employees may receive a shift premium of \$1.50 per hour.

## **Section 6 Compensation Guidelines**

### **Salary Scales – A and R Scales**

- The salary scale framework contains a 20 band scale, which is divided in two (2) bands. The “A” bands apply to those management positions that directly supervise professional healthcare and nursing bargaining unit positions. The “R” bands apply to all other management and non-union positions.
- Executive positions defined for the purposes of this document as CEO, Vice Presidents and Executive Directors are on separate salary scales.

### **Job Evaluation**

- NSHA evaluates management and non-union positions using an approved job evaluation process. All positions are evaluated by the Health Association Nova Scotia and placed on the salary scales.
- Only if the duties of a position change significantly over time may the position be re-evaluated. All requests for salary and position evaluations will be directed through People Services to ensure the Compensation Framework is maintained.

### **Placement on Bands upon Appointment**

- A new Employee when hired into a new or existing position must be placed on one of the steps within the appropriate salary scale, which was determined through the job evaluation process. Previous experience (type of work and duration) in a similar role as compared to the experience requested for the position may be considered when determining placement on the salary band.
- Placement on Band 19 or Band 20 of the 20 band scale through an initial evaluation of a new position or through a re-evaluation of an existing position requires Treasury Board approval. No recruitment or offers of employment shall occur by the NSHA to positions rated at Band 19 or Band 20 until Treasury Board has approved the Compensation.

### **Progression through the Salary Bands**

- Employees progress through the salary bands by Merit increases to the scale maximum, on the annual Anniversary Date of placement in the position, based on satisfactory performance assessed by the Employee’s immediate supervisor/manager. Once the Employee reaches the scale maximum, no additional step increases are provided within this position.

### **Placement on the Band upon Promotion or Reclassification**

- Employees who are promoted to a position with a higher pay scale maximum are typically placed at the next higher rate with a minimum of 5% increase or the minimum of the new scale, whichever is greater. Any request for placement greater than the above requires approval of the VP for the portfolio and the Senior Director, People Services.

### **Placement on the Band upon Job Change to a Lower Classification**

- The salary of an Employee will be determined based on a review of the circumstances of the change.
  - In instances where the change is a result of job change, (such as restructuring), and not due to the actions of the Employee, salary protection including but not limited to a



specified period of salary maintenance, or designation as Present Incumbent Only or Red Circle, will be determined on a case by case basis.

- Should the employee choose to leave the position where they hold salary protection, the salary protection does not follow them to the new position. The vacated position with salary protection will revert to the established salary scale.
- In instances of job change through choice of the Employee, the new rate will be the maximum of the scale for the new position.

### **Lateral Transfer**

- Employees who move from one position to another with the same pay scale do not receive an increase upon the transfer and will maintain their Anniversary Date.

### **Acting Pay**

- Employees who are asked to assume the principal duties of a position at a higher level (e.g. Manager acting for a Director, a Director acting for a Senior Director) may be granted acting pay when performing these duties.
- Acting pay will typically apply in instances when Employees are asked to act while a vacancy is being filled, due to a temporary absence of the incumbent and occasionally for extended vacation coverage.
- Acting pay may be provided in instances of coverage of 15 working days and above to a maximum of 3 months. Extensions can be granted in certain circumstances.
- The amount of acting pay provided will be based on the pay differential between the position levels, the qualifications of the Employee assuming the role and must not exceed the scale maximum for the higher position. A general guideline is as follows:
  - Acting in a higher level position one pay scale above – up to 5%
  - Acting in a higher level position two pay scales above – up to 10%
- These payments require approval by the Senior/Executive Director for the Program and the Senior Director, People Services.

### **Temporary Assignment or Reclassification**

- A Temporary Assignment or Reclassification can be as a result of a longer term assignment to an established, existing higher paying position or when an Employee takes on additional responsibilities that have been documented and submitted for job evaluation to determine the value of the work.
- The amount of the increase is determined through the same process as Placement on Scale upon Promotion or Reclassification above.
- There will be no change in pay for Employees who take on additional duties not found to be of higher value through the job evaluation process.