

MULRONEY  
HALL

# Managerial and Professional Employee Handbook

Effective: July 1, 2024



**PEOPLE AND CULTURE**  
ST. FRANCIS XAVIER UNIVERSITY

## Land Acknowledgement

St. Francis Xavier University is located in Mi'kma'ki, the ancestral and unceded territory of the Mi'kmaq People.

We express our deep gratitude and appreciation to the generations of Mi'kmaw who, since time immemorial, have loved and stewarded these lands and the beings who call them home.

Colonization is not just history; it exists in the present. While we strive to decolonize ourselves and our institution, we know there is still much for us to learn. We are committed to doing the hard work of self-reflection and to repairing relationships with the Mi'kmaw on whose lands we reside, including embracing the Truth and Reconciliation Commission's calls-to-action and embodying their spirit in our day-to-day lives.

We are all treaty people.

## Our Commitment to Equity, Diversity, Inclusion and Accessibility

St. Francis Xavier University (StFX) is committed to equity in employment and acknowledges systemic barriers that increase the underrepresentation of populations that have historically and continue to face marginalization in employment. StFX is committed to implementing active measures to eliminate systemic racism and discrimination. We commit to increasing the representation of Indigenous Peoples, in particular Mi'kmaq; peoples of Black and African descent, in particular, African Nova Scotians; Racialized peoples; persons from historically and currently marginalized sexual orientations, gender expressions, and gender identities; peoples with disabilities, and women within our workforce.

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# VERSION HISTORY

July 1, 2024	Original document.
July 10, 2024	Amended vacation section to clarify vacation entitlement for full-time employees with non-standard schedules.

# SCOPE

The terms and conditions of employment outlined in this document apply to all non-union employees of the University excluding senior executives (Assistant Vice-Presidents and above), academic administrators (Associate Deans and above), casual employees, and student employees.

# DEFINITIONS

For the purposes of this Handbook:

1. **“Academic administrators”** are employees who are excluded from the StFX Association of University Teachers (StFX AUT) but who have the right to return to a StFX AUT position at the expiry of a set term of service in their academic administrative role.
2. A **“Casual”** appointment is one where the employee works on an irregular, call-in basis and generally has the option to work or not when called.
3. A **“Continuing”** appointment shall mean an employee who is employed on a continuing basis with no set end date.
4. **“Business Day”** refers to Monday to Friday, exclusive of holidays.
5. **“Department Head”** is the most senior employee in the employee’s department (i.e.: Chair, Dean, Director or equivalent). This may also be the employee’s Supervisor.
6. **“Dependent”** means the child of an employee who is less than twenty-six (26) years of age and is dependent on the employee for support. This includes:
  - the employee’s biological children;
  - persons the employee is adopting and/or who has adopted;
  - stepchildren of the employee; and,
  - persons for whom the employee is the legal guardian.
7. **“Employee”** refers to any employee covered by the terms and conditions outlined in this handbook.
8. **“Full-Time”** shall be an employee who works at least 32.5 hours per week.
9. A **“Limited-Term”** appointment shall mean an employee who is employed on a contract for a defined period of time (not on a continuing basis).
10. **“Managerial Employees”** are Employees who exercise managerial functions (i.e., managers, supervisors) or are employed in a confidential capacity (i.e., People and Culture, Executive Assistants, Dean’s Assistants).
11. **“Part-Time”** shall be an employee who works no more than 30 hours per week.
12. **“Managerial/Professional Employees”** shall be all non-unionized, non-academic employees up to and including the position of Director but excluding positions designated for students.
13. A **“Sessional”** appointment shall mean an employee who is employed for less than 12 months per year. A Sessional appointment may be Continuing (with no set end date) or Limited-Term.

14. **“Spouse/Partner”** shall mean the employee’s Spouse, Common-Law Spouse or Domestic Partner as defined by the *Nova Scotia Parenting and Support Act, 2015, c. 44* and includes same-sex and opposite-sex partnerships.
15. **“Supervisor”** is the individual to whom the employee directly reports.
16. **“Working Day”** is a day on which the employee is regularly scheduled to work.

## **PAY**

Employees are paid based on the salary grid outlined in Appendix A. Pay is deposited directly to the Employee’s bank account on a bi-weekly basis.

### **OPERATION OF THE SALARY GRID**

On July 1<sup>st</sup> of each year, Employees will progress to the next step of the salary band of their position unless:

1. The Employee has not completed their probationary period as of July 1<sup>st</sup>;
2. The Employee was appointed to a higher salary band between January 1<sup>st</sup> and June 30<sup>th</sup> (in which case the provisions of the section “Placement on the Salary Grid” will apply); or,
3. The Employee is at the top step of their salary band, or their hourly rate exceeds the top step of their salary band.

### **PLACEMENT ON THE SALARY GRID**

Placement on the salary grid at hire or at transfer into a new position is determined by People and Culture. Such placement is governed by the provisions of this section.

1. The rate of compensation upon appointment to a position in a higher salary band shall either be Step 1 or the first step above to the Employee’s current salary.
2. Newly hired employees will be appointed between Step 1 and Step 5. Placement on the salary grid will be determined by People and Culture based on internal equity, candidate experience and market factors.
3. No Employee shall be placed at a salary above or below the salary band for their position.
4. An employee transferring to another position in the same salary band will remain at their current step. The transfer will not impact their movement through the salary band.
5. An Employee voluntarily transferring to a lower salary band will be placed at the step of the new salary band closest to their prior rate of pay but in no case higher than Step 10 of the new band.

Exceptions to the above provisions must be approved by the Vice-President, Finance and Administration on the recommendation of the Director, People and Culture.

## **MARKET SUPPLEMENTS**

Current and future Employees in positions whose credentials or experience are in high demand may be compensated with market supplements in addition to their normal wage. Market supplements will only be awarded where there is high market demand and where the University has been, or could reasonably be foreseen to be, unable to be successful in recruiting qualified candidates. Market supplements will be for a limited period but may be renewed by the Vice-President, Finance and Administration on recommendation of the Director, People and Culture.

## **BENEFITS**

Benefits provided to Employees include, but are not limited to, the following:

- Extended Health and Dental Coverage;
- Defined Contribution Pension Plan;
- Life Insurance;
- Accidental Death and Dismemberment;
- Critical Illness;
- Travel Insurance;
- Long-Term Disability;
- Employee and Family Assistance Program; and,
- Tuition Benefits.

Benefits and pension programs are subject to the applicable plan texts and policies. Eligibility and plan terms may change at the discretion of the University.

## **HOURS OF WORK**

The normal hours of work for Employees are thirty-seven and one half (37.5) hours per week, normally from Monday to Friday. The normal workday is seven and one half (7.5) hours per day, which excludes the lunch period but includes morning and afternoon breaks.

Individual work schedules will vary depending on operational requirements and must be approved by the Employee's Supervisor. Department Heads, Supervisors and Employees are expected to work together to meet operational requirements as well as provide work-life balance.

### **CHANGE TO WORKING HOURS**

Hours of work may increase/decrease if mutually agreed between the Employee, their Supervisor, Department Head and People and Culture. Requests should be submitted to People and Culture for review and approval. Within fifteen (15) working days, People and Culture will notify the Employee and their Supervisor and Department Head of the decision.

### **ATTENDANCE, LATENESS AND ABSENTEEISM**

All Employees are responsible to:

- a) Be at work on time unless for reasonable and unavoidable causes;



- b) Notify their supervisor as far in advance as possible, and in any event no less than one hour before the start of their scheduled shift, of any intended absence from work and to provide such reasonable medical documentation as is required to support the absence and/or fitness to return to work.
- c) Attend to personal affairs and obligations outside of working hours.

Unexcused lateness and absenteeism compromise the performance of the Employee and the operations of the University and may be cause for discipline.

## **OVERTIME**

### **Managerial and Other Ineligible Employees**

Managerial employees, as well as others exempt under the *Labour Standards Code*, are not eligible for overtime. This includes, but is not limited to, the following:

- persons in supervisory or management roles (most Directors, Managers, Supervisors);
- confidential employees (such as People and Culture Advisors, Executive Assistants and Dean's Assistants);
- accountants, psychologists, professional engineers, architects, and other certified practitioners;
- athletes and coaches; and,
- skilled trade apprentices under apprenticeship agreements.

Non-managerial information technology professionals who are not eligible for overtime under the *Labour Standards Code* are eligible for overtime under the "Eligible Employees" section below.

### **Eligible Employees**

Employees may be required to work overtime at the request of their Supervisor or Department Head. Overtime shall be kept to a minimum should not form a regular part of an Employee's work schedule.

Approved overtime will be compensated with time in lieu at the following rates:

1. One and one-half (1.5) times the employee's regular hourly rate for authorized work exceeding one (1) hour beyond the employee's normal work schedule (including on weekends).
2. Two (2) times the employee's regular hourly rate for all work for all authorized work on designated holidays.

Overtime work must be requested and authorized by an employee's Supervisor prior to commencement of such work.

Overtime banks will be reviewed by the University bi-annually (January 30<sup>th</sup> and July 30<sup>th</sup>). Any overtime banks over eighty (80) hours shall be paid down to a balance of eighty (80) hours.

Employees who are called in on their days of rest will receive at least three (3) hours of lieu time regardless of the amount of time worked.

### **Part-Time Employees**

Part-time Employees will receive overtime pay in accordance with the *Labour Standards Code*.

## MEAL ALLOWANCES

An Employee:

- required to work a minimum of three (3) hours following their scheduled hours of work; and,
- not provided a break of at least thirty (30) minutes between the end of their regularly scheduled hours and the start of overtime,

shall be provided with, at the discretion of the University, a meal from the University's food service provider or a \$15.00 meal allowance.

## HOLIDAYS

Statutory and other holidays will be observed as follows:

New Year's Day (statutory)  
Nova Scotia Heritage Day  
Good Friday (statutory)  
Victoria Day  
Canada Day (statutory)  
1st Monday in August  
Labour Day (statutory)  
National Day of Truth and Reconciliation  
Thanksgiving Day  
Remembrance Day  
Christmas Eve (0.5 day)  
Christmas Day (statutory)  
Boxing Day  
New Year's Eve (0.5 day)

as well as any other day declared a holiday by the University President or enacted by the Provincial government. If any of the holidays listed above occurs during the weekend, the University will declare a weekday as a holiday in lieu. The current University Holiday Schedule is available on the People and Culture website.

All Employees with full-time Continuing (including Continuing Sessional) appointments and Employees on full-time Limited Term contracts of twelve (12) months or longer are entitled to be paid for all declared University holidays, provided they have worked their scheduled shifts immediately prior to and after the holiday or were on approved leave for those shifts. All other Employees will be paid for statutory holidays according to the *Labour Standards Code*.

## HOLIDAY CLOSURE

Full-time Employees will also receive additional designated days off with pay to coincide with the University's December/January Holiday Closure to provide uninterrupted time off. Employees scheduled to work on these designated days will be granted a day off with pay at some other time. Premium pay, other than for normal overtime, does not apply for work on these designated days.

# VACATION

## ELIGIBLE FULL-TIME EMPLOYEES

All Full-Time Continuing (including Continuing Sessional) Employees and Limited-Term Employees of 12 months or longer will be entitled to paid vacation time as follows:

### Bands A – E:

- a) Employees with less than three (3) years of Service shall be granted  $1 \frac{1}{4}$  days per month to a total of fifteen (15) working days.
- b) Employees with three (3) or more years of Service shall be granted  $1 \frac{2}{3}$  days per month to a total of twenty (20) working days.
- c) Employees with ten (10) or more years of Service shall be granted  $2 \frac{1}{12}$  days per month to a total of twenty-five (25) working days.
- d) Employees with twenty (20) or more years of Service shall be granted 2.5 days per month to a total of thirty (30) working days.

### Bands F – I:

- a) Employees with less than ten (10) years of Service shall be granted  $1 \frac{2}{3}$  days per month to a total of twenty (20) working days.
- b) Employees with ten (10) or more years of Service shall be granted  $2 \frac{1}{12}$  days per month to a total of twenty-five (25) working days.
- c) Employees with twenty (20) or more years of Service shall be granted 2.5 days per month to a total of thirty (30) working days.

The vacation year is July 1 to June 30. Vacation is earned over the year, but an Employee's full vacation entitlement is available for use as of July 1 each year. The vacation entitlements above will take effect on July 1 of the vacation year the employee reaches the milestone. For example, an employee with an anniversary date of January 15 will receive the increased vacation entitlement as of the previous July 1.

Vacation entitlement for new employees will be prorated based on their start date. For Sessional employees, the vacation entitlement is prorated based on the number of months worked. The vacation days entitlement is based on a full-time employee working five days per week. A full-time employee who works a non-standard schedule (i.e., extended shifts over four days) will receive the equivalent number of hours in vacation time as they would have if they were working five days per week.

Should an Employee leave the University's employment having taken more vacation time than earned in that vacation year, the overage amount will be withheld on the final pay. Scheduling of vacations is subject to the operational needs of the department and requires approval by the employee's manager or supervisor.

Vacation entitlement must be taken in the vacation year it is accrued. Vacation leave for a period of not more than five (5) days may, with the consent of the Supervisor be carried over to the following year. Carryover will not be granted in situations where the Employee had reasonable opportunity to take their vacation entitlement but chose not to do so. Outstanding vacation balances may be scheduled by an employee's manager if not approved for carryover.

While employed at the University, there will be no payout of vacation accrual, or pay in lieu of vacation entitlement not used without the approval of the Director, People and Culture. Such payouts will only occur in exceptional circumstances.

Employees shall receive an additional five (5) working days of leave in their 3<sup>rd</sup>, 10<sup>th</sup> and 20<sup>th</sup> year of service. These working days will be available in full of July 1 of the vacation year they reach each milestone. This is distinct from the employee's vacation entitlement and is not eligible to be carried forward or paid out.

## **VOLUNTARY VACATION PLAN**

The Voluntary Vacation Plan (VVP) allows employees to purchase up to twenty (20) working days of vacation in addition to their vacation entitlement. Participation in the VVP is subject to the operational needs of the Department and must be approved by the Supervisor, Department Head and People and Culture. Additional information on the VVP, as well as other criteria, is distributed annually in May by People and Culture.

## **OTHER EMPLOYEES**

All other employees are not entitled to paid vacation time; however, they will receive vacation pay as provided for by the *Labour Standards Code*.

# **PERSONAL DAYS**

The University recognizes the added responsibilities for family concerns that may need to be addressed during the regular work week. In this regard, the University provides up to five (5) Personal Days per vacation year per employee to attend to personal matters. These Personal Days are accrued at a rate of 0.42 days per month but are available in full to eligible employees as of the start of the vacation year.

Personal Days are intended to cover time needed for personal matters such as looking after sick children, elderly parents, disabled family members or other events of a serious nature that would normally require unpaid time off. Personal Days do not accumulate and do not roll forward from one year to the next. Employees will not be required to provide specific reasons for the Personal Days but are required to inform their Supervisor as soon as they are aware that they will require time off.

Entitlement for Personal Days will be pro-rated for new hires, Sessional Employees, and Part-Time Employees. Limited-Term Employees are not eligible for Personal Days. Should an Employee leave the University's employment having taken more Personal Days than earned in that year, the overage amount will be withheld on the final pay.

# **LEAVES OF ABSENCE**

## **MEDICAL LEAVE**

Medical Leave is intended to compensate employees where they are unable to work because of illness or injury or attending medical or dental appointments with a qualified physician, dentist, or specialist.

Medical leave should only be used by employees during periods of their own illness or for their own appointments.

## **Eligibility**

Paid medical leave is available to Continuing (including Continuing Sessional) Employees and Limited-Term Employees with contracts of 12 months or more. All Employees not eligible for paid medical leave are entitled to three (3) working days of unpaid medical leave each year.

Employees with contracts of less than twelve months are not entitled to paid medical leave, but in all other respects are subject to this policy, including regarding providing medical certificates and other information for absence due to illness or injury, as provided below.

## **Accrual**

Eligible Employees will accrue Medical Leave at the rate of one and one-half (1 1/2) days for every full month of employment to a maximum of seventy-five (75) working days.

Medical leave time is earned for time worked and while on paid leave. It does not accrue while the Employee is not being paid (e.g., for Sessional Employees over the summer).

## **Notification of Absence by Employee**

An Employee who requires Medical Leave must notify their Supervisor as soon as they are aware that such absence will be required. Employees must indicate the expected duration of the absence, if known. Any change in the information provided must be communicated to the Supervisor as soon as the Employee is aware of the change.

## **Medical Documentation**

The University may require the employee to provide a medical statement from a qualified physician for medical leave longer than five (5) consecutive working days, and/or for more than eight (8) non-consecutive working days within a year. In addition, the Employee may be required to have their treatment provider complete the University's Attending Physician's Statement on Employee Illness form.

On request, the Employee must provide the University with updated information from time to time. Any medical documentation should be provided directly to People and Culture, however, it is still the Employee's responsibility to contact their Supervisor to advise them of the absence. The cost of any medical documentation will be the responsibility of the employee.

## **Return to Work**

Prior to an Employee's return to work from medically related absence, the University may require the Employee to provide a medical certificate from a qualified physician or specialist, confirming the Employee's ability to return to work and describing any continuing job-related symptoms or limitations on the Employee's fitness to perform their job responsibilities. The University may require a sufficient review period in order to assess any workplace accommodation which may be required.

The University may require further medical information prior to permitting the Employee to return to work. The University may require follow-up medical information after the Employee has returned, as to any continuing job-related symptoms or conditions.

## **Independent Medical Examinations**

The University reserves the right to require an independent medical examination by a physician of its choosing and cost.

### **Excessive Use of Medical Leave**

Where the University has reason to believe that an Employee is excessively using medical leave, it may investigate the suspected abuse using all reasonable means, and/or issue to the Employee a standing directive that requires the Employee to submit a medical certificate in a form satisfactory to the University for any subsequent period of absence for which medical leave is claimed. The cost of this medical certificate will be the responsibility of the employee.

### **INJURY ON DUTY LEAVE**

Injury on Duty shall be understood to mean any work-related injury arising out of and in the course of employment. An injury suffered while working from home is not an Injury on Duty.

All Injuries on Duty must be reported to Security and the Employee's Supervisor immediately following the injury. The Employee shall provide a signed written statement outlining the incident within five (5) days of the incident. The injured Employee must seek medical attention as soon as possible and provide medical evidence to People and Culture to substantiate the claim for Injury on Duty leave.

Prior to receiving leave for Injury on Duty, the University will determine whether the injured Employee can continue working with accommodations. If the injured Employee cannot be accommodated, the Employee will first use their medical leave for compensation of injury on duty.

In the event an Employee does not have the accumulated medical leave of seventy-five (75) working days, the University will provide the difference to a maximum of seventy-five (75) days of paid leave (i.e. if the Employee requires twenty (20) days leave and they have ten (10) earned sick days, the University would provide the difference of ten (10) days to ensure compensation for Injury on Duty). Such leave shall not exceed seventy-five (75) working days from the date of injury. If the Employee is unable to return to work, the Employee must make application to Long Term Disability insurance. Engagement in other remunerative employment while on Injury on Duty leave, without written University approval, will disqualify the Employee from further injury on duty leave.

### **Applicable Medical Leave Provisions**

The provisions in the Medical Leave section entitled "Notification of Absence by Employee," "Medical Documentation," "Return to Work", and "Independent Medical Examination" apply to Injury on Duty leave. Compliance with these provisions is required for Injury on Duty leave.

### **Benefit Continuance**

The University will continue to maintain benefits during the period of injury on duty to a maximum of seventy-five (75) days. If an Employee who was injured on duty exhausts their paramedical and health benefits in pursuit of their recovery, the University will compensate the Employee for such treatment related to the injury as prescribed by their Health Care Provider to a maximum of two thousand dollars (\$2,000) per year for two (2) years.

## **BEREAVEMENT LEAVE**

In the event of the death of an Employee's:

- spouse or partner;
- child (including those for whom the employee is designated as legal guardian or who are a ward of the employee), stepchild, child-in-law;
- parent, stepparent or parent-in-law;
- sibling, stepsibling, sibling-in-law;
- grandparent;
- grandchild; or
- any family member living with the employee,

the Employee shall be entitled to five (5) days of paid leave at the time of death.

In the event of a death of an extended family member (first cousin, uncle/aunt, nephew/niece, etc.) the Employee shall be entitled to three (3) working days of paid leave taken at the time of death. The University may extend this leave upon request in extenuating circumstances.

If a death occurs in the Employee's family when the Employee is at work, the Employee shall be granted leave of absence with pay for the remainder of their scheduled shift. This leave is in addition to the entitlements described above.

An Employee who has taken bereavement leave shall be entitled to a maximum of two (2) additional working days leave with pay for travel to a funeral, memorial service or burial that occurs after the bereavement leave.

An Employee who is not eligible for bereavement leave shall be entitled to leave with pay to attend a funeral, memorial service or burial service, provided the Employer is able to grant the time off within operational requirements.

If death occurs during an Employee's vacation or medical leave, the Employee will be credited with the number of vacation or medical leave days they were on bereavement leave.

## **DOMESTIC VIOLENCE LEAVE**

Domestic Violence Leave can be taken by an employee who is experiencing domestic violence or whose child (under 18) is experiencing domestic violence. Under the Labour Standards Code, domestic violence is described broadly as an act of abuse that can be physical, sexual, emotional or psychological and can include coercion, stalking, harassment or financial control. It can also include threats of such abuse.

Employees are entitled to ten (10) paid working days of intermittent Domestic Violence Leave per year. Employees are also entitled to up to sixteen (16) continuous weeks of unpaid Domestic Violence Leave per year.

***Employees wishing to take Domestic Violence Leave are not required to discuss this with their Supervisor. All requests for Domestic Violence Leave should be directed to the Director, People and Culture or the employee's assigned People and Culture Advisor. Requests for Domestic Violence Leave will be kept in confidence.***

This leave applies where an Employee is abused by their current or former intimate partner, their child, a person under 18 years old who lives with them, or an adult who lives with them and is related to them by blood, marriage, adoption or foster care. It also applies to the child of an Employee who is abused by the child's current or former intimate partner or a person who lives with the child.

## **MATERNITY, PARENTAL AND ADOPTION LEAVE**

### **Leave Entitlement**

Employees are eligible for the following Maternity, Parental and/or Adoption Leave:

1. Paid leave of five (5) working days at 95% of their regular salary; and,
2. For pregnant Employees, unpaid Maternity leave of up to sixteen (16) weeks; and,
3. Unpaid Parental/Adoption leave of up to sixty-one (61) weeks.

The total amount of leave available to an Employee is a maximum of seventy-seven (77) weeks.

While on leave, an Employee shall continue to accrue and accumulate service and service credits for the duration of their leave, and their service shall be deemed to be continuous. Regular vacation and paid medical leave is accrued during any period where the Employee is receiving the SEB (see below). Employees may opt to continue benefit coverage during periods of unpaid leave but will be responsible for all related premiums provided they arrange to do so prior to the start of their leave.

### **Notice**

The Employee must provide at least four (4) weeks' notice of the start of the leave including the anticipated start and end dates of the leave. Should the Employee wish to return to work before their anticipated end date, they must notify the University no later than four (4) weeks prior. Where notice is not possible due to circumstances beyond the control of the Employee, the Employee shall provide the University as much notice as reasonably practicable of the commencement of their leave or their return to work.

### **Return to Work**

Where an Employee reports for work at the end of the leave, they shall resume work in the same or an equivalent position as the one they held prior to the commencement of the leave, with no loss of service or benefits accrued to the commencement of the leave.

### **Maternity Leave**

Maternity leave may begin no earlier than sixteen (16) weeks prior to the due date but not later than the actual date of delivery. An Employee may, where circumstances warrant, take medical leave before or after maternity leave.

### **Parental/Adoption Leave**

For an Employee who takes maternity leave, parental leave must begin immediately following maternity leave.

For an Employee who does not take maternity leave, the parental/adoption may occur any time within a fifty-two (52) week period following the birth or adoption of the child.



An Employee who has begun parental leave may return to work in situations where the child is hospitalized for a period exceeding or likely to exceed one (1) week. The Employee is entitled to one (1) such interruption of parental/adoption leave.

### **End of Pregnancy Leave**

An Employee who would have become the parent of a child born as a result of a pregnancy, and the pregnancy ends, is entitled to unpaid leave of up to five (5) consecutive working days.

An Employee whose pregnancy ends after completion of nineteen (19) weeks of pregnancy is entitled to unpaid leave of up to sixteen (16) consecutive weeks. In this case, an employee who qualified for a SEB will continue to be eligible for the SEB.

### **Supplemental Employment Benefit (Top-Up)**

An Employee is eligible for a Supplementary Employment Benefit (SEB) Maternity, Parental and/or Adoption leave top-up provided the Employee:

1. Is a full-time Regular or Sessional Employee with a Continuing appointment;
2. Applies for and receives Employment Insurance maternity and/or parental/adoption benefits.

The Employee is required to provide evidence of approval for EI benefits to receive the top-up.

For maternity leave, the SEB will be:

1. During the one (1) week waiting period for EI benefits, the Employee will receive ninety-five percent (95%) of their salary; and,
2. Up to a maximum of an additional sixteen (16) weeks, the Employee will receive an amount equal to the difference between their EI benefits and ninety-five percent (95%) of their normal salary.

For Parental/Adoption leave, the SEB is as follows:

1. Where the Employee is subject to the one (1) week EI waiting period, the Employee will receive 95% of their salary; and,
2. For up to a maximum of nine (9) additional weeks, the Employee shall receive an amount equal to the difference between the E.I. benefits received and ninety-five percent (95%) of their salary.

Where an Employee opts for Extended Parental Leave benefits from Employment Insurance, the SEB will be adjusted to the equivalent monetary value the Employee would have received had they opted for Standard Parental Leave benefits.

During the SEB period, the University shall maintain coverage for medical, extended health, group life and any other Employee benefit plans and shall continue to pay its share of premium costs for maintaining such coverage.

Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the SEB plan will be adjusted accordingly.

The University will not reimburse the Employee for any amount they must remit to Employment Insurance.

## **DEFERRED SALARY LEAVE**

Employees who have been employed for at least three (3) consecutive years may request to participate in the Deferred Salary Leave program. The provisions of this program are outlined in policy HR 111 – Salary Deferral During Leave of Absence. Approval to participate in the program is at the sole discretion of the University.

## **JURY DUTY**

Employees required to serve on jury duty and/or appear as a witness under subpoena in a criminal proceeding shall be given leave with pay to carry out such duties. Notice of such leave will be submitted to the Employee's Supervisor with as much advance notice as possible.

## **UNPAID LEAVES OF ABSENCE**

Subject to the needs of the University and at its sole discretion, an Employee may be granted a non-paid leave of absence upon the approval of their Supervisor, Department Head and the Director, People and Culture, for a period of up to one year. During the period of leave the Employee's position will be held open until they return. These leaves cannot be requested when the employee is offered a permanent position within another area of the University.

Insured benefits, excluding Long-Term Disability, may be continued for up to one year of the approved leave, subject to the Employee paying the full cost, and meeting any qualifying conditions under specific plans.

## **LABOUR STANDARDS CODE LEAVES**

Employees are also eligible for other leaves of absence under the Nova Scotia *Labour Standards Code* including, but not limited to:

- Compassionate Care Leave;
- Critically Ill Childcare Leave; and,
- Critically Ill Adult Care Leave.

More information is available on the [Government of Nova Scotia website](#).

# **JOB EVALUATION**

## **ABOUT JOB EVALUATION**

The University utilizes the Hay Methodology to evaluate non-union employee positions.

The Hay Methodology determines the relative size of the job measured on a point scale. The Hay Methodology determines the intrinsic value of work to the organization using measurement scales of common factors. It is a process to measure the size of the job against appropriate and consistent criteria. It focuses on the content and working conditions of the job as currently designed.

Should the responsibilities of an existing job change, the incumbent employee or their manager may request to have their job re-evaluated.

## **JOB FACT SHEETS/JOB DESCRIPTIONS**

Evaluations are based on a Job Fact Sheet which provides a summary of the responsibilities and requirements of a given position. It provides both management and employees with a tool for defining the requirements of a position and is used for job evaluation purposes. All employees will be provided with a Job Fact Sheet.

## **JOB EVALUATION PROCESS**

### **Full-time positions**

Job evaluations for full-time positions are conducted when:

1. A new job is created;
2. A vacancy occurs and it has been five (5) or more years since the job was evaluated or the duties of the job have changed significantly;
3. An Employee or their Supervisor requests the job be re-evaluated.

Job evaluations are conducted by the Non-Union Job Evaluation Committee. Membership on the committee will be open to all full-time, continuing Employees. Nominations will be sought from eligible employees to fill vacant positions. The Vice-President, Finance and Administration, on recommendation of the Director, People and Culture, will select the members of the committee.

The Committee will consist of five (5) Employees at least one of which must be the People and Culture Advisor responsible for job evaluation. Two (2) alternates will also be appointed. All members and alternates will be trained in evaluating jobs using the Hay Methodology. The Committee will meet regularly to review jobs. They will make a recommendation on the appropriate salary band to the Director, People and Culture who will make the final decision.

In the case of a new position or vacancy, the People and Culture Advisor responsible for job evaluation may assign a tentative salary band to facilitate the posting of the position. This tentative band will be reviewed by the Committee at its next regular meeting.

In the case of a re-evaluation, the decision, with reasons, will be communicated the decision to the Employee, their Supervisor and Department Head. The Employee may, within fifteen (15) working days, appeal the decision in writing to the Vice-President, Finance and Administration. A decision on the appeal will be issued within fifteen (15) working days.

Should a re-evaluation result in a salary adjustment, the adjustment will take effect on the day the decision is issued, or appeal is granted.

### **Part-Time, Casual or Student Positions**

Job evaluations are not normally conducted for part-time, student or casual positions. People and Culture will, in consultation with Supervisors and Department Heads, determine the appropriate compensation for these positions.

# PROBATIONARY PERIOD

New Employees are subject to a probationary period, unless waived in writing in the initial letter of offer. The standard probationary period for new employees shall be six (6) months.

Existing Employees promoted or transferred to a new position will normally be required to complete a one (1) month probationary period. This may be waived with the approval of People and Culture.

Probationary periods may be extended at the discretion of the direct supervisor with the approval of People and Culture. Written notice, with rationale for the extension, will be provided to the Employee.

The purpose of the probationary period is to give the University an opportunity to assess the employee's aptitude, skill, ability, competence, and suitability to perform the required work. Similarly, the probationary period gives the employee an opportunity to assess the University and the position to which they have been appointed.

Employees are encouraged to discuss their progress and performance with their direct supervisors during this period. A probationary performance review must be conducted prior to the end of the probationary period.

## TERMINATION DURING PROBATIONARY PERIOD

The University reserves the right to terminate employment at any time during the probationary period. If an employee is terminated without cause during the probationary period, notice in writing of not less than one week, or pay in lieu, will be given.

## RESIGNATION DURING PROBATIONARY PERIOD

Probationary employees are required to provide at least one week's notice of resignation, in writing.

# TEMPORARY ASSIGNMENTS

## SHORT-TERM ACTING ASSIGNMENTS

Employees who are requested in writing by their Supervisor and/or Department Head to perform duties of a position with greater responsibility and pay for a period of thirty (30) consecutive calendar days will be paid a stipend the lesser of ten percent (10%) of their base rate of pay or Step 1 of the higher band. Where the employee's base salary is above Step 1 of the higher band, the employee will receive a stipend of five (5%) of their base rate of pay. This stipend will be paid for the full duration of the acting assignment and is not considered part of the employee's base pay. In exceptional circumstances, an Employee may receive a greater stipend with the approval of the Vice-President, Finance and Administration on the recommendation of the Director, People and Culture.

## EXTENDED TEMPORARY ASSIGNMENTS

On occasion, Employees may be temporarily assigned to work in other departments, or Employees may apply to be considered for such temporary assignments. Temporary assignments may assist the University in meeting its operational needs and may also provide employees with opportunities for personal growth and development.

An Employee on temporary assignment will be compensated in accordance with the section “Placement on the Salary Grid” above.

Upon returning to their regular duties from an acting assignment, an Employee shall receive their previous salary plus any increases and credits toward benefits that they would have received but for the temporary assignment.

## DISPUTE RESOLUTION

The University is committed to resolving employee concerns, problems and/or disagreements quickly and fairly. This section outlines the process for dispute resolution for Employees. This process is intended to provide an orderly and standard administrative process by which employees may seek resolution of differences that may arise concerning their terms and conditions of employment or other work-related matters.

- **Informal Resolution:** An employee should first discuss the concern with their Supervisor as soon as possible following the incident/concern. The supervisor shall respond in writing within seven (7) business days.
- **Formal Resolution**
  - **Step 1:** Within ten (10) business days of their Supervisor’s decision, an employee may submit the matter to their Supervisor’s Supervisor in writing. The Supervisor’s Supervisor will hold a meeting with the employee and the Supervisor. A representative of People and Culture may attend at the request of any participant to assist in resolving the dispute. The Supervisor’s Supervisor will then reply in writing within ten (10) business days of the meeting.
  - **Step 2:** Within ten (10) business days of the decision in Step 1, the employee may submit the concern in writing to the Director, People and Culture. The Director will review the situation and may, if they deem it necessary, meet with the Employee and/or their Supervisor. The Director will issue their decision regarding the matter within fifteen (15) business days. The Director’s decision is final.

The above dispute resolution process does not apply in cases of:

- discipline and/or termination of employment;
- harassment or discrimination;
- sexual violence; or,
- where an employee decides to take separate legal action related to the matter.

Nothing in this process precludes an employee from discussing problems, personal or job related, with Supervisors, People and Culture or Human Rights and Equity as appropriate.

## RESIGNATION

Except as otherwise specified in the employee’s contract of employment, the University requires Employees to provide a minimum of two (2) weeks’ notice of resignation in writing to their immediate

supervisor and People and Culture. Resignation notice periods normally are expected to exclude any unused vacation entitlement. Employees may request an exit interview with People and Culture.

Upon termination of employment, all keys and other University property must be returned.

Supervisors are required to notify People and Culture immediately of any resignations.

# APPENDIX A: SALARY GRID

Effective July 1, 2024 (3.0% increase)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
<b>Band A</b>	\$19.81	\$20.25	\$20.72	\$21.18	\$21.65	\$22.15	\$22.64	\$23.14	\$23.67	\$24.21
<b>Band B</b>	\$21.95	\$22.44	\$22.96	\$23.47	\$24.01	\$24.53	\$25.08	\$25.66	\$26.23	\$26.82
<b>Band C</b>	\$24.64	\$25.18	\$25.74	\$26.33	\$26.92	\$27.53	\$28.16	\$28.78	\$29.43	\$30.09
<b>Band D</b>	\$28.10	\$28.74	\$29.39	\$30.05	\$30.72	\$31.42	\$32.13	\$32.84	\$33.59	\$34.33
<b>Band E</b>	\$33.73	\$34.49	\$35.28	\$36.06	\$36.87	\$37.69	\$38.56	\$39.42	\$40.30	\$41.22
<b>Band F</b>	\$40.43	\$41.33	\$42.28	\$43.21	\$44.19	\$45.19	\$46.19	\$47.24	\$48.31	\$49.39
<b>Band G</b>	\$48.73	\$49.82	\$50.94	\$52.09	\$53.24	\$54.46	\$55.68	\$56.93	\$58.22	\$59.53
<b>Band H</b>	\$59.43	\$60.78	\$62.14	\$63.54	\$64.96	\$66.44	\$67.93	\$69.46	\$71.02	\$72.63
<b>Band I</b>	\$68.35	\$69.90	\$71.46	\$73.07	\$74.72	\$76.40	\$78.11	\$79.88	\$81.67	\$83.51



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