

**Management and Non-union Employees  
Human Resources Policies**

**Part III of the Public Service**

**Total Compensation and Benefits**

**Treasury Board**

**Effective date: February 1, 2009**

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# Management and Non-union Employees Human Resources Policies, Part III of the Public Service

## Table of Contents

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Overview.....	2
Section 1: Definitions .....	3
Section 2: Hours of Work .....	5
Section 3: Leaves of Absence .....	6
Leave of Absence with Pay.....	6
Holidays .....	6
Vacation Leave .....	8
Sick Leave.....	10
Other leaves .....	11
Jury and Witness Leave .....	13
Leave of Absence without Pay .....	14
Section 4: Maternity, Adoption and Child Care Leave.....	15
Maternity Leave .....	15
Adoption Leave.....	18
Child Care Leave .....	21
Section 5: Educational Leave.....	23
Short term educational leave.....	24
Long Term Educational Leave.....	24
Section 6: Transfer of Benefits .....	27
Section 7: Group Insurance.....	28
Section 8: Retirement, Retirement Allowance and Pre-retirement leave .....	29
Retirement.....	29
Retirement Allowance .....	29
Pre-Retirement Leave .....	30
Section 9: Performance Management .....	32
Section 10: Compensation .....	34
Section 11: Lay-off .....	37
Section 12: Grievances .....	38

# Management and Non-Union Employees

## Human Resources Policies

### Part III of the public service

#### Overview

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**Application**

These human resources policies apply to all management and non-union employees in Part III of the public service.

Benefits and leave provisions apply to regular part-time employees on a pro-rated basis.

The Pay while on maternity leave and the pay while on adoption leave referenced under section 4 of the policies only apply to regular employees.

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**Approval Authority**

Unless otherwise specified, the approval authority for provisions under these policies rest with the Deputy Head, Superintendent, Chief Executive Officer or designate.

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**Inquiries**

Employees and managers may contact human resources staff in Part III.

Human resources may contact the Total Compensation and Benefits Unit, Treasury Board at 453-5359.

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**Authority**

Board of Management minute 09.0003.

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## Section 1: Definitions

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<b>Break in Service</b>	A break in service constitutes a break of 45 or more working days.
<b>Continuous Employment</b>	Employment in the public service as specified in the First schedule of the <i>Public Service Labour Relations Act</i> , providing there has been no break in service in excess of 45 working days.
<b>Control Point Maximum</b>	The point within a pay scale representing the maximum pay for a fully qualified, satisfactory performer in a job/classification.
<b>Discretionary Maximum</b>	The maximum point on a pay scale, which is 4 steps above the control point maximum, which is the maximum allowed for re-earnable increments. Employees' base pay may be in the discretionary maximum range as a result of the 1994 implementation of the management and non-union pay plan.
<b>Discretionary Range</b>	The 4 steps on a pay scale above the control point maximum allowed for re-earnable increments.
<b>Improperly Classified Position (ICP)</b>	A position identified or flagged as improperly classified. A new appointment cannot be made to the position until the position is classified appropriately.
<b>Layoff</b>	The termination of employment due to lack of work or discontinuance of a function.
<b>Merit Increase</b>	An adjustment to individual salary based on a documented assessment of performance.
<b>Part-Time Employee</b>	An employee who is regularly scheduled to work less than full-time but more than one-third of the normal regular working hours.

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## **Definitions**, Continued

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**Present Incumbent Only (PIO)** Refers to the classification/salary that is paid exclusively to the present incumbent of the position, that does not match the current job evaluation and pay range of that job.

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**Red-Circled** Where an employee's rate of pay exceeds the control point maximum of the Pay Band.

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**Re-earnable Increment** Temporary payment authorized at the discretion of the Deputy Head/Superintendent/Chief Executive Officer.

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## Section 2: Hours of Work

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**Minimum  
hours**

Full time employees are expected to work a minimum of 37 ½ hours weekly.

Work may be required in excess of this amount, depending upon the nature of the work and as necessary to accomplish the job assignment. On occasion, work demands necessitate extra hours, and there is a corresponding understanding that these employees may, from time to time balance personal needs when work pressures are less demanding.

A manager may authorize leave with pay, where excessive hours have been worked.

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## Section 3: Leaves of Absence

### Leave of Absence with Pay

#### Holidays

**Approved holidays**

Holidays for employees are:

- New Year’s Day
- Good Friday
- Easter Monday
- the day fixed by proclamation of the Governor in Council for the celebration of the birthday of the Sovereign.
- Canada Day
- New Brunswick Day
- Labour Day
- the day fixed by proclamation of the Governor in Council as a general day of thanksgiving
- Remembrance Day
- any other day duly proclaimed as a provincial or national holiday and
- subject to operational requirements, Christmas holidays as follows:

<b>When Christmas Day is...</b>	<b>then the holidays are..</b>
Monday	December 25 <sup>th</sup> and 26 <sup>th</sup> if authorized based on operational requirements. If not permitted, then the holidays should be moved to the employee’s first working day following his day of rest.
Tuesday	December 24 <sup>th</sup> , 25 <sup>th</sup> and 26 <sup>th</sup> if authorized based on operational requirements. If not permitted, then the holidays should be moved to the employee’s first working day following his day of rest.
Wednesday or Thursday	December 24 <sup>th</sup> pm, 25 <sup>th</sup> and 26 <sup>th</sup> if authorized based on operational requirements. If not permitted, then the holidays should be moved to the employee’s first working day following his day of rest.
Friday, Saturday or Sunday	2 paid holidays and 2 regular off days taken from December 24 <sup>th</sup> to the 27 <sup>th</sup> or December 25 <sup>th</sup> to the 28 <sup>th</sup> inclusive based on operational requirements.

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## Holidays, Continued

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### Pay for holidays

Pay for holidays applies as follows:

<b>When...</b>	<b>then...</b>
an employee who is entitled to pay on both the working day immediately preceding and following the holiday	the employee is entitled to the paid holiday.
a holiday other than Christmas coincides with an employee's days of rest	the holiday shall be moved to the employee's first working day following his day of rest.
a holiday occurs when an employee is on sick or vacation leave	the holiday is considered granted and no deduction is made from the employee's sick or vacation leave credits.
regular part-time employees are entitled to pay on both their scheduled days of work immediately preceding and following the holiday	they are entitled to paid holidays on a pro-rated basis.

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# Vacation Leave

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**Accumulation** An employee earns vacation leave credits at the following rate:

<b>Continuous employment</b>	<b>Days/yearly basis</b>
Less than 5 years	1 ¼ per calendar month or 15 days annually
Between 5 and 16 years	20
Between 16 and 17 years	21
Between 17 and 18 years	22
Between 18 and 19 years	23
Between 19 and 20 years	24
More than 20 years	25

An employee who commences employment

- in the first 10 working days of the month accumulates vacation leave credits for that month.
- after the 10<sup>th</sup> working day of the month accumulates vacation leave credits beginning with the following month.

Where a continuous period of absence from work on leave of absence without pay or suspension from duty for any month exceeds one-half the number of working days in that month, no vacation credits accumulate.

*Vacation year is defined as July to June.*

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**Carry-over** An employee who wishes to carry his/her vacation entitlement forward shall request the permission to do so in writing, prior to the expiry of the year in which the employee ordinarily would take the vacation.

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**Other leave while on vacation** Where emergency, compassionate or sick leave (on production of a medical certificate) is granted for a period during which an employee was on vacation leave, the period of vacation leave covered is reinstated to the employee.

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**Vacation credits for new hires** When appointing experienced, specialized or senior management and non-union employees, the Deputy Head/Superintendent/Chief Executive Officer has the discretion to grant vacation benefits over and above those for which new hires are eligible.

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## Vacation Leave, Continued

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**Vacation  
credits for new  
hires**  
(continued)

The vacation benefit should be related to the new hire's years of experience and level of benefit with prior employer, but cannot exceed the existing vacation benefits outlined in these policies.

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An employee who has vacation credits which have not been used when he ceases to be an employee is entitled to a cash settlement in lieu of vacation based on the employee's rate of pay at termination. A person, upon ceasing to be an employee, must compensate the province for vacation which was taken but which was not earned. The amount of the compensation is to be calculated using the employee's rate of pay at termination.

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# Sick Leave

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**Accumulation** An employee accumulates sick leave credits at the rate of 1-¼ days per month for each full calendar month of continuous employment up to a maximum credit of 240 days.

An employee who commences employment

- in the first 10 working days of the month accumulates sick leave credits for that month
- after the 10<sup>th</sup> working day of the month accumulates sick leave credits beginning with the following month.

Sick leave may be granted for a period not exceeding the number of unused sick leave credits accumulated by the employee.

Where a continuous period of absence from work on leave of absence without pay or suspension from duty for any month exceeds one-half the number of working days in that month, no sick leave credits accumulate.

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**Proof of illness** Suitable proof of illness may be required for any period of illness.

An appropriate doctor's certificate is required for any period in excess of 15 working days.

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**Special sick leave** Special sick leave with pay may be granted for a period of up to 15 working days where an employee does not have sick leave credits equal to the period of absence caused by illness.

Leave granted must be deducted from sick leave credits subsequently earned before any further accumulation of sick leave credits can take place.

An employee who was granted special sick leave must, upon ceasing to be an employee, compensate the province for any unrecovered leave. The amount of the compensation is to be calculated using the employee's rate of pay at termination.

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## Other leaves

**Circumstances and number of days**

Other types of leave with pay may be granted under certain circumstances. Approval is subject to operational requirements. The different types of leaves are as follows:

<b>Type of leaves</b>	<b>Circumstances</b>	<b># of days per year (not cumulative from year to year)</b>
Paternity leave (or for other parent)	Surrounding the occasion of the birth or adoption of the employee's child.	Up to 5 days
Volunteer leave	<p>To work as a volunteer for a non-profit organization or for community involvement with the non-profit sector.</p> <p>An advance notice of at least 5 working days and a confirmation of involvement from the organization/sector are required.</p> <p>The leave should be scheduled at times convenient both to the employee and the Employer.</p>	Up to 1 day
Emergency leave	Where circumstances not directly attributable to the employee, prevent the employee from reporting for duty.	Up to 5 days

*Continued on next page*

## Other leaves, Continued

### Circumstances and number of days (continued)

Type of leaves	Circumstances	# of days per year (not cumulative from year to year)
Compassionate leave	To provide care to a person, with whom the employee has a close family relationship, and who has a serious illness with a significant risk of death.	Up to 3 days
Family responsibility leave	Where no one other than the employee can provide for the immediate and temporary care of a dependent member of the employee's family.  <b>Note: Additional 2 days to be deducted from the employees' sick bank</b>	Up to 3 working days per year  ----- Additional 2 days (sick) leave per year
Bereavement leave	Bereavement leave for death in the employee's immediate family *  Death of employee's aunt/uncle/niece/nephew to attend the funeral.	Up to 5 days  Up to 1 day
Pallbearer leave	To attend a funeral as a pallbearer.	Up to 1/2 day

\* "Immediate Family" is defined as:

- husband/wife/common law
- father/mother/stepfather/stepmother
- son/daughter (including stepson, stepdaughter)
- son-in-law/daughter-in-law
- brother/sister/stepsister/stepbrother
- grandmother/grandfather
- grandson/granddaughter
- father-in-law/mother-in-law
- brother-in-law/sister-in-law
- other persons living in the household of the employee

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**Additional leave**

At the discretion of the Deputy Head/Superintendent/Chief Executive Officer, additional leave of absence, with or without pay may be granted where circumstances warrant.

## Jury and Witness Leave

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**Definition**

Provides leave with pay to any employee who is required to

- serve on a jury
  - to attend as a witness in any proceedings where the attendance of witnesses is compelled by law.
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**Exception**

An employee is not entitled to this leave of absence with pay

- for proceedings
    - which are initiated by him, or
    - to which he is made a party but not associated with his employment
  - when
    - on leave without pay or
    - under suspension.
- 

**Fees**

An employee required to serve on a jury or appear as a witness may receive fees. The following table explains what happens when fees are paid to employees already receiving pay from the employer for the time in question.

<b>When employees...</b>	<b>Then...</b>
receive fees for attendance as a juror or witness	<ul style="list-style-type: none"><li>• any remuneration shall be remitted to the employer, or</li><li>• the employee shall only be paid the difference between his or her salary and the remuneration received.</li></ul>
receive fees for kilometrage or expenses	the employee is entitled to retain fees received

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## Leave of Absence without Pay

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**Definition** Supplements paid leave by providing employees with additional time off.

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## Leave of Absence without Pay, Continued

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**Pro-rated leave** Employees may make arrangements to prorate pay deductions associated with leave without pay. Provides for leave without pay to a maximum of 2 months, with charge-back of salary over 26 pay periods.

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**Benefits while on leave without pay** Service, sick leave and vacation credits do not normally accumulate during a leave of absence without pay.

Exceptions would be maternity, adoption and child care leave. Refer to individual sections for details.

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**Pension Plan** Employees' pension contributions are to be treated in accordance with the Leave Without Pay provisions under the New Brunswick Public Service Pension Plan.

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**Group Insurance** Participation in the group insurance plans is per the terms of the plans. For details contact a [Pension and Benefit specialist at Vestcor Pension Services Corporation](#).

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**Return to work** A position with an equivalent salary or some other arrangement mutually agreed upon at the time of approval, will be available upon the employee's return.

Only where position reductions occur resulting in layoffs, will the provisions of the layoff policy apply.

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## Section 4: Maternity, Adoption and Child Care Leave

### Maternity Leave

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**Definition** Provides a reasonable leave without pay for employees to take time off to give birth and care for a child.

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**Duration of leave** Upon request, employees shall be granted 5 months maternity leave without pay for a period beginning before, on or after the expected termination date of pregnancy, and ending not later than 5 months after the expected termination date of pregnancy.

Employees requesting extensions to this leave are referred to the childcare leave and leave without pay provisions.

The total of all such leaves surrounding a maternity event may not exceed 12 months.

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**Notice** Notice must be given as follows:

<b>Employees must</b>	<b>By</b>
Notify supervisor in writing of their intention to take maternity leave	At least 3 months prior to the expected delivery date.
Notify supervisor in writing of their intention to proceed on maternity leave.	At least 6 weeks prior the intended leave.

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In case of unanticipated medical requirements, employees must notify their supervisor immediately.

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**Sick leave** Prior to the commencement of maternity leave, sick leave may be granted to an employee for illness arising from complications associated with her pregnancy, excluding delivery, upon production of an appropriate medical certificate.

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## Maternity Leave, Continued

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**Pay while on  
maternity leave**

NOTE: This section only applies to regular employees. It does not apply to individuals working on a casual/temporary basis.

Employees on maternity leave must receive 75% of their regular rate of pay. Regular rate of pay is the rate of pay the employee was receiving the time maternity leave began and does not include:

- retroactive adjustment of rate of pay
- acting pay
- any other form of supplementary pay.

Leave income at 75% of regular rate of pay is a combination of:

- eligible Employment Insurance Benefits
- employer pay.

The following table describes provisions under the Supplementary Unemployment Benefit Plan (SUB) pursuant to the *Employment Insurance Act*:

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## Maternity Leave, Continued

When	Then	And on expected return...
<p>During the first 2 week waiting period for Employment Insurance eligibility</p>	<p>The employee receives a maternity allowance of 75% of regular rate of pay less any other monies earned during this period</p>	<ul style="list-style-type: none"> <li>• if the employee does not return to work,</li> <li>• she shall compensate the Employer for the allowance received</li> </ul>
<p>During the next 15 continuous weeks, an employee who:</p> <ul style="list-style-type: none"> <li>• has completed 1 year continuous employment</li> <li>• agrees to return to work for a period of at least 6 months and</li> <li>• provides proof of application and eligibility for E.I. benefits</li> </ul>	<ul style="list-style-type: none"> <li>• the employee receives Employment Insurance Benefits</li> <li>• the employer pays an allowance to the employee equal to the difference between:               <ul style="list-style-type: none"> <li>○ the E.I. benefits the employee is receiving and</li> <li>○ 75% of her regular rate of pay.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• if the employee does not return and work for a period of 6 months,</li> <li>• she shall reimburse the amount of allowance received on a pro-rata basis</li> </ul>

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## Maternity Leave, Continued

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### Employee benefits

Employees on maternity leave **will:**

- be able to continue contributions to insurance and health plans on a cost-shared basis with the employer during the period of leave where the plans allow it
- continue to accrue credits for retirement allowance and vacation calculations
- be credited with continuous service for the period of the maternity leave
- not have a change to her anniversary date.

Employees on maternity leave **will not:**

- accumulate sick leave credits during the leave period, though she retains previous earned sick leave credits.

For employees extending this period of leave, the child care leave and leave without pay provisions shall apply.

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## Adoption Leave

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### Definition

Provides a reasonable leave without pay for employees who wish to take time off work to adopt a child.

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### Duration of leave

An employee adopting a child shall, upon request in writing, be granted a leave of absence without pay for a period of 37 weeks after placement of the child.

Employees requesting extensions to this leave are referred to the leave without pay provisions.

The total of the two leaves surrounding an adoption event may not exceed 12 months.

Should both parents be employed with the Public Service of New Brunswick, only one request for such leave shall be granted.

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## Adoption Leave, Continued

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**Pay while on adoption leave**

NOTE: This section only applies to regular employees. It does not apply to individuals working on a casual/temporary basis.

Employees on adoption leave must receive 75% of their regular rate of pay for the first 17 weeks of the adoption leave. Regular rate of pay is the rate of pay the employee was receiving the time adoption leave began and does not include:

- retroactive adjustment of rate of pay
- acting pay
- any other form of supplementary pay.

Leave income at 75% of regular rate of pay is a combination of:

- eligible Employment Insurance Benefits
- employer pay.

The following table describes provisions under the Supplementary Unemployment Benefit Plan (SUB) pursuant to the *Employment Insurance Act*:

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## Adoption Leave, Continued

When	Then	And on expected return...
During the first 2 week waiting period for Employment Insurance eligibility	The employee receives a adoption allowance of 75% of regular rate of pay less any other monies earned during this period	<ul style="list-style-type: none"> <li>• if the employee does not return to work,</li> <li>• the employee shall compensate the Employer for the allowance received</li> </ul>
<p>During the next 15 continuous weeks, an employee who:</p> <ul style="list-style-type: none"> <li>• has completed 1 year continuous employment</li> <li>• agrees to return to work for a period of at least 6 months and</li> <li>• provides proof of application and eligibility for E.I. benefits</li> </ul>	<ul style="list-style-type: none"> <li>• the employee receives Employment Insurance Benefits</li> <li>• the employer pays an allowance to the employee equal to the difference between:               <ul style="list-style-type: none"> <li>○ the E.I. benefits the employee is receiving and</li> <li>○ 75% of their regular rate of pay.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• if the employee does not return and work for a period of 6 months,</li> <li>• the employee shall reimburse the amount of allowance received on a pro-rata basis</li> </ul>

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## Adoption Leave, Continued

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**Employee  
benefits**

Employees on adoption leave **will:**

- be able to continue contributions to insurance and health plans on a cost-shared basis with the employer during the period of leave where the plans allow it
- continue to accrue credits for retirement allowance and vacation calculations
- be credited with continuous service for the period of the adoption leave
- not have a change to their anniversary date.

Employees on adoption leave **will not:**

- accumulate sick leave credits during the leave period, though employees retain previous earned sick leave credits.

For employees extending this period of leave, the child care leave and leave without pay provisions shall apply.

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## Child Care Leave

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**Definition**

Provides a leave without pay to the natural parents of a newborn or unborn child who wish to take time off work.

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**Duration of  
leave**

Employees shall normally be granted 37 weeks child care leave.

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## Child Care Leave, Continued

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### Employees Benefits

Employees on child care leave **will**

- continue to accrue service credits toward
  - retirement allowance and
  - reaching service plateaus at which higher rates of earning vacation credits apply
- be credited with continuous service for the period of the leave
- not have a change to the anniversary date

Employees on child care leave **will not** accumulate

- sick leave credits during the leave period, though s/he retains previously earned sick leave credits
- additional vacation credits.

All other benefit, including pension, will be as per the leave without pay provisions.

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## Section 5: Educational Leave

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**Definition** Provides reasonable leave and appropriate financial assistance to employees who request or are requested to take further education or training to improve their ability to perform assigned duties. Approval is based on operational requirements.

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**Eligibility** Employees must have completed the probationary period before being considered for educational leave.

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**Accumulation of benefits**

- Employees on educational leave are eligible to accumulate vacation leave credits.
- No carry-over of vacation leave credits is permitted where educational leave is granted for a period of 12 months or more.

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**Financial assistance** Financial assistance may be granted and may include all or a portion of the following costs:

- employee salary
- tuition, travel expenses
- meals and lodging
- books
- registration or examination fees, and
- any other related legitimate expenses.

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**Non-satisfactory completion** Employees who do not satisfactorily complete the course or training cease to be entitled to financial assistance, but must fulfill any financial and return service commitments on a pro-rated basis.

This requirement may be waived where the failure to satisfactorily complete the course or training was due to a cause beyond the employee's control.

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## Short term educational leave

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**Definition** Professional, technical or skills training where the employee will be absent from work for a period of 30 working days or less.

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**Eligible expenses** Expenses for transportation, board and lodging cannot exceed the maximum allowance permitted in the travel directive AD-2801.

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**Tuition refund** An employee may be granted a Tuition Refund upon successful completion of courses that do not require the employee to be absent from work, or require only brief absences.

Where an employee is eligible for Tuition Refund, the employee may also be granted:

- leave of absence with pay for the purpose of writing exam(s),
  - payment of the expenses of writing the exam(s),
  - payment of traveling expenses in accordance with the travel directive.
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## Long Term Educational Leave

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**Definition** An employee may be granted long term educational leave for the purpose of taking professional, technical or skills training where the employee will be absent from work for a period in excess of 30 working days.

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**Eligibility** Employees must sign:

- a non-interest bearing promissory note for the amount of financial assistance received (excluding the costs of salary of a replacement employee)
- a return service agreement of a minimum of 12 months, or equal to the length of the educational leave granted if greater.

Failure to meet the Return Service Agreement will result in repayment of the financial assistance granted on a pro-rated basis.

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## Long Term Educational Leave, Continued

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### **Financial assistance**

The employee may be granted financial assistance to help cover the costs of the following expenses:

- tuition, where the claim is supported by a receipt,
- travel expenses to and from the place of training once during the period of educational leave, in accordance with the Travel Directive,
- books
- other agreed expenses directly related to the proposed course or training.

Where an employee on Educational Leave receives other financial assistance from the province which need not be repaid, the benefits under this Educational Leave Policy may be reduced accordingly.

The tables below will assist in determining the amount of financial assistance to be paid by the Employer. The percentage figure derived from the points may be applied to all or any part of the items included in the total financial assistance requested. The points guide must be used to calculate the proportion of salary to be reimbursed while on Long Term or Special Educational Leave.

From the table below, choose the most applicable statement for each column (A, B and C). Assign the related points.

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## Long Term Educational Leave, Continued

<b>A</b>	<b>B</b>	<b>C</b>
<b>Relationship between Job Duties and Proposed Training</b>	<b>Main Beneficiary of Proposed Training</b>	<b>Need for Proposed Training</b>
Useful but not directly related  1 point	Mostly employee  1 point	Employee needs to attain minimum educational standards of present job  1 point
Generally related to duties of employee  2 points	Equally between employee and organization  2 points	Employee needs to keep up with new knowledge and techniques  2 points
Very specifically related to major portion of employee's duties  3 points	Mostly organization  3 points	New or potential duties or responsibilities require this training for efficient operation of program  3 points

**Percentage of expenses awarded**

Total the points awarded from all columns in table above.

<b>Total points awarded (up to)</b>	<b>Maximum percentage expenses to be awarded (Amount awarded will depend on the number of requests and funding available and may be less than these guidelines indicate)</b>
1-3	0%
4	40%
5	50%
6	60%
7	80%
8	90%
9	100%

## Section 6: Transfer of Benefits

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**Definition** Allows employees to transfer certain benefits when moving from one part of the public service to another (Parts I, II and III), providing there is no break in service of more than 45 working days.

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**Transferable benefits** Upon transfer, an employee is entitled to:

- transfer unused sick leave credits up to a maximum of 240 days credit,
- transfer unused vacation leave credits to a maximum of 1 year vacation entitlements or to take cash in lieu, at the employee's option,
- include the number of years continuous employment in the Public Service for purposes of calculating vacation leave and retirement allowance entitlements. The total number of years of continuous employment cannot be included when the employee's terms and conditions of employment immediately prior to transfer did not include a retirement allowance provision.

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**Transfer to or from Part IV** Upon transfer from Part IV of the public service, transfer provisions apply as stated above with the exception of retirement allowance. Those hired from Part IV of the public service on or after April 1, 2011 are not eligible for retirement allowance.

Upon transfer to Part IV from Parts I, II and III of the public service, Part IV policies would apply.

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## Section 7: Group Insurance

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### **Active employees**

The employer maintains an approved group life plan for its employees, which provides basic coverage, paid by the employer.

Additional coverage will be cost-shared by the employer/employee at a rate to be determined by the employer.

The employer will pay

- 75% of the cost of the premiums of the approved Group Health Plan and
- 50% of the Dental Plan for an employee who elects to join the plan.

The employer accepts the responsibility for administration of the Long Term Disability and Accidental Death and Dismemberment Insurance Plans.

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### **Employees on leave**

Where an employee is absent on leave without pay or suspension from duty, the employee is responsible for the full cost of insurance premiums for each full calendar month of absence except where leave without pay is granted for reasons of illness or maternity.

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## Section 8: Retirement, Retirement Allowance and Pre-retirement leave

### Retirement

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**Definition of Retirement**

An employee who “retires” is one who elects for an immediate or deferred pension under the rules of the appropriate pension plan.

The employee must be at least 50 years of age and within five (5) years of being eligible to receive that pension.

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### Retirement Allowance

**Eligibility**

An employee who retires, dies, is laid off, or terminates due to disability, is entitled to a retirement allowance equivalent to five days pay for each full year of continuous employment, up to a maximum of 125 days pay providing they:

- have five or more years continuous employment
- AND**
- have a continuous service date before April 1, 2011

An employee who is terminated is not eligible for a retirement allowance.

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## Retirement Allowance, Continued

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**Calculation of allowance**

The employee's regular rate of pay at retirement is to be used to calculate the allowance.

Employees hired from Part IV to Parts I, III or III on or after April 1, 2011 are not eligible for a retirement allowance.

Service credits for retirement allowance do not accumulate for periods of leave of absence without pay exceeding two months.

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**Payment of allowance**

Where an employee retires, the employee may select a date within twenty-four months from the date of retirement as the due date of the retirement allowance and it will be payable on that date. If no date is selected it will be considered as due upon retirement.

Where an employee is laid off, the retirement allowance shall be paid in a lump sum twelve (12) months after the day of lay-off, provided the employee has not been re-hired in the Public Service.

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**Termination**

Termination due to disability is subject to medical documentation and approval by the Deputy Head/Superintendent/Chief Executive Officer.

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## Pre-Retirement Leave

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**Definition**

At the employee's option, pre-retirement leave may be taken at a ratio of one day's leave for one day's retirement allowance credit, in lieu of cash payment for such allowance credit on retirement.

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**Pre-retirement leave**

At the discretion of the employer, an employee who had not opted into the Pre-Retirement Leave Plan may be granted, on request, the total of the eligible retirement allowance credits as leave immediately prior to his/her retirement from the New Brunswick Public Service.

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## Pre-Retirement Leave, Continued

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**Accumulation of benefits** Regular benefit accumulation and payroll deductions shall continue while on pre-retirement leave.

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**Retirement allowance credits** This table indicates the number of days retirement allowance credit, which may be used as leave before retirement in lieu of cash at time of retirement. The choice to take pre-retirement leave is at the employee's option.

Number of days entitlement at retirement	Number of years prior to retirement				
	5	4	3	2	1
	Number of credits				
30	2	4	5	7	12
35	3	4	6	8	14
40	3	5	6	10	16
45	4	5	7	11	18
50	4	6	8	12	20
55	4	7	9	13	22
60	5	7	10	14	24
65	5	8	10	16	26
70	6	8	11	17	28
75	6	9	12	18	30
80	6	10	13	19	32
85	7	10	14	20	34
90	7	11	14	22	36
95	8	11	15	23	38
100	8	12	16	24	40
105	8	13	17	25	42
110	9	13	18	26	44
115	9	14	18	28	46
120	10	14	19	29	48
125	10	15	20	30	50

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**Unused credits** Employees are eligible to take up to the maximum number of days pre-retirement leave in each year prior to retirement as outlined in table above. Any retirement allowance credits not used as leave in the year in which they could have been, may be carried over for use as leave in the next year. Retirement allowance credits not used as leave at the date of retirement will be paid in cash.



## Section 9: Performance Management

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**Definition** A participatory process between employees and their managers that links the employees work plans and performance to the overall strategic plan.

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**Performance pay** Subject to documented assessment and performance review undertaken pursuant to the Performance Management System, an employee on their anniversary date may be granted an increase of up to five steps in the Pay Band, not to exceed the Control Point Maximum.

The number of performance rating categories may vary under Performance Management Systems; however plans should not provide increases in excess of 2 steps for satisfactory performers (meets expectations).

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**Merit increases** At the discretion of the Deputy Head/Superintendent/Chief Executive Officer, anniversary date merit increases, or portions thereof, may be delayed and granted at a subsequent date, without change to the employee's anniversary date.

The number of merit increase pay steps granted should be pro-rated or delayed in relation to time worked in the applicable period for full-time, part-time, seasonal/temporary and employees returning from a leave of absence.

Employees paid at or above the control point maximum of the Pay Band are ineligible for merit increases. Merit increase amounts should be based on the following guidelines:

<b>Definitions</b>	<b># of steps</b>
Does not meet Expectations	0 steps
Meets Expectations	2 steps
Exceeds Expectations	3-5 steps

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Expectations refer to the agreed objectives standards specified on the employee's workplan.

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## Performance Management, Continued

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### **Re-earnable Increments**

Re-earnable increments refer to temporary payments equivalent to pay step increases, authorized at the discretion of the Deputy Head/Superintendent/Chief Executive Officer.

Re-earnable increments:

- are not to exceed the equivalent of 4 pay steps.
  - are not included in base pay
  - do not constitute pensionable earnings or salary for the purpose of calculating retirement allowance
  - may be included with bi-weekly pay, as separate earnings paid out in a lump sum.
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### **Exceptional performance**

An employee paid at the control point maximum may be granted on their anniversary date re-earnable increments, not to exceed the discretionary maximum. Authorization must be based on exceptional performance as assessed pursuant to the performance management system.

Given that the rate of pay at the control point maximum relates to fully developed job performance, the recommended guideline for granting exceptional performance re-earnable increments is for circumstances of clearly extraordinary achievement, or achievement under extraordinary circumstances.

An employee paid below the control point maximum may be granted on anniversary date a combination of a merit (permanent) increment and a re-earnable increment. The two combined increases are not to exceed the 5 steps allowed for exceeding expectations.

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### **Special temporary assignments**

At the discretion of the Deputy Head/Superintendent/Chief Executive Officer, in cases where a specific temporary assignment clearly exceeds the nature and scope of work normally performed at the employee's pay band level, employees paid at or below the control point maximum may be granted re-earnable increments for the period of special temporary assignment.

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## Section 10: Compensation

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### **Acting pay**

An employee who is appointed on an acting basis to a higher paid position may be granted acting pay.

The guideline amount to be granted is an increase equivalent to 4 steps on the pay plan, for the duration of the acting appointment.

The amount of acting pay may vary in consideration of such circumstances as the amount of pay differential between the acting employee's pay and that for the position, and the qualifications and ability of the acting employee for assuming the full functions of the position.

Normally authorization of acting pay should apply to formal appointments in excess of one month's duration. However, payment for shorter durations may be authorized for shorter durations where in Deputy Head/Superintendent/Chief Executive Officer's opinion it is appropriate and equitable.

Acting pay cannot be paid to an employee who is covering-off a position.

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### **Salary fix**

It is anticipated that salary fixes would be relatively uncommon, but could be used to recognize significant and permanent work re-assignments that do not warrant reclassification.

The Deputy Head/Superintendent/Chief Executive Officer may authorize the adjustment of an employee's base rate of pay to any step (not to exceed control point maximum) of the employee's pay band where special circumstances warrant.

Such salary fix would be exceptional to the administration of merit increases under the performance management system.

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**Special position allocations**

The special position allocation process applies to Pay Bands 1-7 only and excludes ministerial staff (not applicable to pay band 8).

The Deputy Head/Superintendent/Chief Executive Officer may authorize special allocation of a position to a higher Pay Band level than the job evaluation rating indicates where special circumstances warrant. Such circumstances might include:

- requirements to manage new initiatives or transformation of program services
- situations where the market rate, or scarce resources in a specialized area require the pay of a higher Pay Band in order to attract and retain staff
- borderline evaluations, where important pressing issues related to the position assignment would support some flexibility in the final Pay Band determination.

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**Rates of pay on promotion**

The appointment of an employee to a different position, where the control point maximum of the new position is higher than the control point maximum of the old position, constitutes a *promotion*.

On promotion to a higher pay band an employee is normally paid at that step in the new pay band which provides a guideline promotional increase of 4 pay steps not to exceed the control point maximum of the new pay band.

The guideline amount of the promotional increase may vary in consideration of:

- amount and timing of any anniversary date merit increases (granted or eligible) affecting the employee and surrounding the date of promotion
- long term acting pay received by the employee prior to promotion
- any other extenuating circumstances required to be addressed in the interests of equitable pay administration.

Where an employee who is eligible for a merit increase is promoted on the anniversary date, the Employer may grant both the merit increase and the promotional increase, or proportion thereof.

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## Compensation, Continued

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**Rates of pay on demotion** The appointment of an employee to a different position, where the control point maximum of the new position is lower than the control point maximum of the old position, constitutes a *demotion*.

Where an employee is appointed to a position at a lower pay band, or an employee's position is re-allocated to a lower pay band;

- should the employee's rate of pay be equal to or less than the control point maximum of the lower pay band, the employee may be installed on step within the lower pay band without change in pay,
  - should the employee's rate of pay exceed the control point maximum of the lower pay band, the employee may be retained at the present rate of pay and considered red-circled until such time as the control point maximum catches up with their rate of pay, or the employee's pay may be reduced to the control point maximum of the lower pay band.
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**Rates of pay on transfer** The appointment of an employee to a different position constitutes a *transfer*, where the appointment is neither a promotion nor a demotion.

On transfer to a position having the same control point maximum as the employee's previous position, the employee shall be appointed on step without change in pay.

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**Rates of pay on redeployment** Where an employee accepts redeployment to a position in a pay band having a lower control point maximum than the employee's rate of pay, the employee may be retained at present rate of pay for up to one year. After one year the employee's rate of pay shall be reduced to the control point maximum of the pay band.

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**Pay entitlements to former employees** Where Board of Management has approved a retroactive pay increase, persons who ceased to be employees during the retroactive period due to lay-off, retirement, or death are entitled to the retroactive pay.

When an employee who is entitled to receive pay or retirement allowance dies, the amount owed is paid to the spouse or, if there is not a spouse, the estate of the deceased employee.

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## Section 11: Lay-off

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<b>Definition</b>	An employee may be laid off because of lack of work or the discontinuance of a function.
<b>Notice period</b>	A notice of at least 30 calendar days prior to the date of lay-off must be given when an employee is to be laid off.
<b>Re-hired employees</b>	<p>An employee who is laid-off and re-hired within the public service within 12 months of the day of lay-off shall be entitled to retain the unused sick leave credits and years of service for purposes of calculating vacation leave and retirement allowance entitlement that accumulated as of the date of lay-off.</p> <p>The period of time during which the employee was on lay-off shall not be counted toward leave entitlement or years of service accumulation.</p> <p>An employee who is laid-off and is not appointed to another appropriate position within the Public Service and</p> <ul style="list-style-type: none"><li>• where it is not anticipated that such lay-off shall be of a temporary nature, the employee shall be laid-off effective on the date which is one month after the date on which his/her services become no longer required,</li><li>• where an employee is laid-off due to a temporary lack of work or due to the intermittent separation from seasonal employment, and is not re-employed within the 12-month period following the lay-off, he/she shall be granted the one-month separation allowance.</li></ul>

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## Section 12: Grievances

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### **Grievance Process**

The grievance process outlined in NB Regulation 84-130 under the *Public Service Labour Relations Act*, applies to all employees.

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