



Health and Wellness

Self-Managed Care Guide For Continuing Care Clients Receiving Self-Managed Care Services

Acknowledgement

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The Nova Scotia Department of Health and Wellness, Continuing Care Branch would also like to thank the Independent Living Resource Centre in the Halifax Regional Municipality for sharing their resource; *Self-Managed Attendant Services Training Manual*.

The Nova Scotia Department of Health and Wellness, Continuing Care Branch *Self-Managed Care Guide for Continuing Care Clients Receiving Self-Managed Care Services* has been adapted using both of these resources.



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Welcome to Continuing Care's Self-Managed Care Program. This guide has been developed to help you and/or designated 3rd party with the job of managing your own care.

Essentially the client will become their own small business with all the responsibilities that entail. You will recruit, hire and possibly terminate staff. You will need to follow provincial employment standards, federal business and tax regulations, and Continuing Care policies.

The first four sections include general reference information on these topics:

Information on finding and hiring a care provider:

- Nova Scotia Department of Labour and Advanced Education for Labour Standards
- Canada Revenue Agency Regulations and Workers Compensation Requirements
- Other requirements

The remainder of this guide will provide samples to assist you to develop your filing system for keeping track of your Self-Managed Care paperwork and documents such as:

- The Self-Managed Care Agreement
- The Canada Revenue Agency Business Number (BN), Worker's Compensation Board, and household insurance documents
- Employee records, including time sheets, earning records and payroll information
- Expenditures and receipts
- Bank statements
- Any other signed contracts relating to Self-Managed Care

Becoming your own care manager may seem overwhelming at first, but most of the clients on the program find that the rewards outweigh the work involved in managing their own care.

We hope this guide will prove to be a valuable resource in your new role.

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FINDING AND HIRING A CAREGIVER

This section of the Self-Managed Care guide is intended as a resource for helping the client or care manager find, hire, train and supervise a suitable caregiver. It describes the following phases of being an employer:

1. Developing a job description.
2. Advertising for a caregiver.
3. Screening applicants.
4. Interviewing applicants.
5. Checking references.
6. Notifying applicants.
7. Calculating caregiver wages.
8. Writing a job contract.
9. Training employees.
10. Communicating with your staff.
11. Maintaining a “Harassment-Free” Work Environment.
12. Evaluating staff.
13. Terminating staff.

There is also some information on alternatives to finding and hiring the client’s own caregiver.

In order to help the client and care manager follow the applicable provincial Labour Standards while recruiting, hiring and employing caregivers, this section also includes a link to the Nova Scotia Labour and Advanced Education website – Labour Standards Code.

<http://www.gov.ns.ca/lae/employmentrights/docs/LabourStandardsCodeGuide.pdf>

1. Developing a Job Description

Before proceeding with the rest of the recruitment process, it is important to take the time to analyze the type of work that is needed and who is to do it. The work that is done now is to develop an accurate and detailed job description will help with the following aspects of being an employer:

- ◆ Writing an advertisement for the position.
- ◆ Deciding what questions to ask when screening and interviewing job applicants.
- ◆ Developing a work routine.
- ◆ Training your new caregiver.
- ◆ Evaluating your caregiver's work performance.
- ◆ Terminating an employee if necessary.

A realistic job description will also help a prospective employee decide whether or not s/he really wants the job.

One method of developing a job description is as follows:

1. Select the job title that best describes the work your caregiver will be doing.
2. Briefly describe yourself, your needs and the work setting.
3. Summarize the caregiver's responsibilities, including "other related duties as required", this will provide you with some flexibility in assigning tasks to the staff.
4. Outline the work schedule that is needed. Be as specific as possible about days and times required, including holidays. You may also want to include policies about sick-time, vacations, and how much notice is needed for vacation requests and resignation.
5. State all qualifications needed including education and experience. Does the caregiver need formal personal care training or is previous experience sufficient? Are CPR and first aid qualifications wanted? Should the caregiver have a driver's license? If so, you may want to request a current Motor Vehicle Report.
6. Describe the personal qualities wanted in the caregiver. For example, how important are punctuality and reliability? Is it preferable to have someone who tends to "take charge" or someone who is willing to take directions.
7. Determine the wage or salary range. Be sure to consider all of the remittances and deductions you will need to make (e.g. WCB, Employment Insurance and Canada Pension Plan) and vacation. Are there any benefits that are going to included; such as meals?

Remember—if you need to hire more than one caregiver, you will probably need to develop a job description for each position unless the positions are identical in duties and schedule.

Here is one example of a job description:

Job Title: *Caregiver*

Description of Client and Work Setting:

40-year-old married female with Multiple Sclerosis needs personal care and homemaking assistance in her home.

Caregiver Responsibilities:

- 1. Provide assistance with transfers, bathing, toileting, dressing, grooming and feeding.*
- 2. Do range of motion exercises as directed by physiotherapist.*
- 3. Do the following homemaking activities: washing floors, vacuuming, cleaning kitchen and bathroom, and laundry.*
- 4. Make breakfast and lunch.*
- 5. Nurturing assistance with the physical requirements of parenting.*
- 6. Other similar tasks that would be performed by one's self from time to time were it not for a physical disability.*

Work Schedule:

Monday to Friday 8 a.m. to 2 p.m.; alternate weekends 9:00 a.m. to 1 p.m.

Qualifications:

Previous personal care aid experience required. Formal CCA or equivalent training preferred but not necessary. Must have first aid certificate, CPR and be able to do heavy lifting.

Personal Qualities:

- ◆ Reliable and punctual.*
- ◆ Able to understand verbal and written instructions in English.*
- ◆ Flexible and willing to accept direction.*
- ◆ Outgoing.*

Wage:

Rate of pay per hour or by pay period.

Here is another example of a job description:

Purpose

To assist the Employer, who has a physical disability, with attendant services.

Accountability:

To the Employer.

Requirements:

- 1. Willingness to perform personal and household tasks.*
- 2. Physical ability to lift and transfer the Employer.*
- 3. Punctuality, reliability and dependability.*
- 4. Ability to work cooperatively with the Employer and with other employees.*
- 5. Good communication skills, both oral and written, and ability to accurately follow directions from the Employer.*
- 6. Ability to maintain confidentiality and to be worthy of the trust required to provide personal services in the Employer's own home.*

Duties:

Provide services as required and directed by the Employer, including, but not limited to, the following:

- 1. Mobility assistance with transferring, lifting, positioning, turning in bed, exercising, driving;*
- 2. Assistance with dressing and undressing, eating, medications, special equipment, toileting or bowel and bladder routines, catheterization, colostomy or ileostomy care, maintenance of a tracheotomy and respiratory equipment;*
- 3. Personal hygiene assistance with washing, bathing, showering, shaving, brushing teeth, grooming, feminine hygiene, care of skin, changing non-sterile dressings;*
- 4. Assistance with communications, errands, escorting, shopping, banking;*
- 5. Housekeeping assistance with meal preparation, dish washing, laundry, shopping and chores, including but not limited to dusting, vacuuming, washing floors, changing sheets, and cleaning the fridge, stove, bathroom, closets, drawers and cupboards;*
- 6. Assistance with maintaining and ordering supplies;*

7. *Maintenance and upkeep for personal and household equipment and appliances;*
8. *Nurturing assistance with the physical requirements of parenting*
9. *Other similar tasks that would be performed by one's self from time to time were it not for a physical disability.*

Expectations:

1. *To carry out the above duties in a professional manner.*
2. *To know the Employer's personal routines and follow them efficiently and with appropriate care.*
3. *To arrive for work punctually and to remain on duty until essential activities have been completed and the Employer is comfortable and safe.*
4. *To know Employees' rights and responsibilities under the Occupational Health and Safety Act and other legislation with respect to employee health and safety.*
5. *To conduct yourself in a manner consistent with the health and safety of the Employer, other staff and yourself.*
6. *To be able to perform certain tasks without direct supervision.*
7. *To dress in a clean and presentable manner.*

2. Advertising for a Caregiver

Unless you already have an ideal caregiver in mind, you will probably need to advertise for one or more employees. You can use the job description you developed as a basis for the advertisements.

When developing your advertisements, you should include the following:

- ◆ A job title which implies the work that is required (e.g. personal care attendant).
- ◆ A brief summary of the duties required.
- ◆ Any specific work schedules you will need such as full-time vs. part-time work and weekends vs. weekdays.
- ◆ All necessary and preferred qualifications including education and experience.
- ◆ All specific skills required (including languages spoken and understood).
- ◆ Information on how to apply (e.g. phone or fax number, e-mail or box number).

You may also want to include desired personality traits or characteristics (e.g. outgoing, flexible).

Here is an example of such an advertisement:

Female with physical disability needs full-time care attendant for personal care and homemaking. Must be available alternate weekends. Previous experience required. Heavy lifting required. Call 123-4567.

Remember that the **Human Rights, Citizenship and Multiculturalism Act** forbids discrimination on the basis of race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, sexual orientation and family status when advertising regarding employment.

To find out more about this, you can refer to the *Human Rights, Citizenship and Multiculturalism Act* at the end of this section.

Once you have determined what to include in the advertisement, you will need to decide where to advertise. Here are some suggestions:

- ◆ Local newspaper. Ask if they have special rates for caregiver advertisements.
- ◆ Community association newsletters.
- ◆ Human Resources and Skills Development Canada.
- ◆ Bulletin boards at the local NS Community College.
- ◆ Community bulletin boards (e.g. stores, malls, libraries, churches, and synagogues).
- ◆ Hospital bulletin boards.

The exact format of your ad and how much detail you include may vary with where you advertise. For instance, you may use a typed index card on your community board. If you choose to place an ad in a newspaper, you should consider the following:

- ◆ Which section of the classifieds is your target group most likely to look at?
- ◆ Which days of the week will have the highest number of readers?
- ◆ Is there any detail you can omit to reduce the cost of the ad?

Word of mouth is often the most successful way of finding staff, so make sure you tell friends and family what type of caregiver is needed.

Associations that provide support to persons with disabilities are often aware of caregivers wanting to work in clients' homes and may have lists of such organizations. Contact the Nova Scotia Disabled Persons Commission www.gov.ns.ca/disa or call 1-800-565-8280 or TTY toll free 1-877-996-9954.

Personal Safety

It is important not to put yourself at risk when advertising that you are a person with a disability so consider the following:

- ◆ Never put your street address in an ad or on a bulletin board posting.
- ◆ Consider using a box number for mailed applications. If advertising in a major newspaper, they often offer this service. Remember that written applications will take longer than phone replies.
- ◆ You could use a friend's or family member's phone number if necessary.
- ◆ If you or a friend has Internet access you can always ask for e-mailed resumes.

3. Screening Your Applicants

Once you have had some responses to your advertising, you will need to go through the applicants and decide which ones you will interview. For personal safety it is advisable to use your telephone to screen your applicants over the phone rather than in-person.

A good way to immediately "screen" out unsuitable applicants is to first state what hours and days you need your caregiver, and say how much you are able to pay. Some applicants will tell you at this point that they are not able to do the position or are not interested in working for those wages.

For those that are still interested in the position, you should then briefly describe the job and tasks involved.

Next, you should ask some questions that will help you identify which applicants might be suitable caregivers and which ones definitely are not! Developing a list of questions ahead of time (and figuring out a way of documenting the applicants' responses) will ensure that you get the same information from all of the applicants.

Here are some sample questions you could ask:

- ◆ Have you done this type of work previously? If so, where?
- ◆ Is there any reason why you could not do lifts and transfers?
- ◆ Are you available evenings and weekends? (or whatever times you need assistance?)
- ◆ What hobbies do you enjoy? Do you do any volunteer work? If so, where and how often? (This will tell you about the applicant's interests and commitment level to these activities).

When developing your list of questions, keep in mind that the **Human Rights, Citizenship and Multiculturalism Act** limits the types of questions you can ask about race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, sexual orientation, source of income and family status.

It is best not to decide whom you are going to interview until you have screened all of the applicants. Get the name and phone number for any applicants that appear to be suitable so you can call back to set up an in-person interview later.

For applicants who have sent in resumes, a careful review of their resumes can be an important part of the screening process:

- Is the resume neat?
- Does it have any spelling or grammatical errors?
- Does the applicant have the necessary training and experience?
- Are there any “red flags” such as frequent job changes or unexplained gaps between jobs?

Once you have determined which applicants are best you will need to call back to set up interviews. Each interview could take up to 45 minutes so you should schedule them at least one hour apart.

You should ask them to bring a resume, two or three references (at least two should be from past or current employers) and picture ID. You should also request that they call back if they are unable to get to the scheduled interview.

4. Interviewing Your Applicants

Where to Interview Your Applicants

You will first want to decide where to interview the prospective caregivers. If the applicants are strangers, you may choose to do the interviews somewhere other than your home. Possible alternatives would be at your church or community centre or a local coffee shop.

If you do choose to do the interviews at home, you may decide to have a family member or friend present during the interviews.

Questions to Ask

Developing a set list of written questions ahead of time will help you get the same information from all of the applicants and determine the following:

- ◆ What type of personal characteristics does each applicant exhibit?
- ◆ Why is the applicant interested in this job?
- ◆ Is the applicant able to do the job?

To answer this last question, you will want to ask about the applicant's work and educational background. You may also want to include some situational questions to find out how the applicant would handle a particular task or event.

"What would you do if..."

An even more powerful questioning technique is to have the applicant describe a time in their past when they had to deal with that type of situation.

"Tell me about a time when you had to deal with... What did you do?"

Remember that your questions cannot discriminate on the basis of race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, sexual orientation, source of income and family status.

You will want some method of recording their answers. If you are unable to take notes, you may want to ask the applicant if it OK to tape record the interview.

Structuring the Interview

It is a good idea to decide beforehand how you will structure each interview. For instance, do you want each applicant to fill in a job application form specific to the position?

One possible interview process would be as follows:

1. Introduce yourself and welcome the applicant to the interview.
2. Have the applicant fill in a job application form while you review his resume.
3. Briefly review the job description, including the salary range.
4. Ask the applicant about his work experience and educational background.
5. Have the applicant describe his personal characteristics.
6. Ask some situational questions.
7. Ask the applicant if he has any questions about the job.
8. Thank the applicant for attending the interview.

9. Ask the applicant for his references.
10. Tell the applicant when you will decide whom to hire.

Whatever structure you choose, it is important that the interview process help both you and the applicant decide whether the job and the applicant are a good match.

What to Observe During the Interview

In addition to recording the applicants' answers, you will want to note your overall impressions of each applicant.

For instance: Was the applicant a good listener?
Did the applicant appear to have a real interest in the job?
Was the applicant enthusiastic?

You will also want to watch out for any "red flags." If the applicant was late for the interview, rude to you or overly helpful, he might not be a good caregiver for you.

Choosing the Best Applicant

Unless one of the applicants is obviously the best candidate, you will need some method of weighing the pros and cons of each applicant. Usually it is best to choose the method ahead of time.

Are you going to grade each applicant's answers like an exam? If so, will some questions be weighed more heavily than others? For instance, will their work background be out of a possible 20 points while their education is out of 10?

Whatever method you consider, you will need to include your overall impression of the applicants as well how they answered your questions.

5. Checking References

It is very important that you check all of the references of any caregiver you are planning to hire. Planning your questions ahead of time will ensure that you get all of the information you need from the references. Typically you will want to find out the type of work the applicant did for the reference, how well he or she did the job, and why the applicant left the position. You will also want to confirm the dates of the applicant's employment.

The most important questions to ask are "Would you rehire him? Why or why not?"

If you are satisfied with the responses to those questions, you should follow-up with more questions, such as the following:

- ◆ What type of work did the applicant do for you? What was the job title? What were the most important parts of his job description?
- ◆ How long have you known the applicant?
- ◆ Describe how the applicant got along with his co-workers and supervisors.
- ◆ What were his strengths?
- ◆ What were his weaknesses?
- ◆ Was he trustworthy?
- ◆ How well did he respond to instructions, feedback and suggestions?
- ◆ Was he frequently late or absent?
- ◆ What was the quality of his work?
- ◆ Why did he leave the position?

You may want to briefly describe the position for which you are hiring and ask the reference if they think the applicant is suitable.

Some employers have policies, which limit the type of information they can give about former employees; therefore you should also listen closely to how the reference sounds when talking about a former worker. Is the reference enthusiastic when describing the applicant? Does it sound like the reference is hiding information?

Whenever possible, you should find some method of documenting the references' responses so that you do not have to rely on your memory to recall what each reference said.

6. Notifying Applicants

You can offer the position to your first choice contingent on the following:

- ◆ S/he provides you with a recent Security Clearance from your local Police Service.
- ◆ S/he is legally allowed to work in Canada.
- ◆ S/he is not a close relative of either the Self-Managed Care client.

For more information on these matters, refer to Tabs 3 and 4 in this guide: Canada Revenue Agency Requirements and Self-Managed Care Requirements.

Once you have found out that your first choice for caregiver is still able to take the job, you should inform the other applicants as soon as possible that you are not able to hire them at this time. You can do this by letter, telephone or e-mail. If you are doing this over the telephone, it is a good idea to plan what you are going to say ahead of time.

If you thought some of the “runner-up” applicants would have been suitable caregivers for you, you can ask if they would be willing to do holiday relief work or be part of your emergency back-up plan.

If your first choice for the position does not work out, you may decide to consider some of the other applicants rather than having to re-advertise. In this case, you should keep all of your information on these applicants.

7. How to Calculate Caregiver Wages

When calculating what you can actually pay your caregiver(s), you will need to take the following into account:

1. The total amount of money you are getting from Continuing Care every four weeks;
2. The amount of money you are allowed to reserve for emergency backup which is equal to 1/13 of your weekly Self-Managed Care amount (e.g. if you become ill and need more care for a while);
3. The number of hours of care you need;
4. The different rates of pay you are giving for different types of work (e.g. personal care vs. homemaking; day vs. night);
5. The additional costs (beyond wages) that the Self-Managed Care monies will be used to pay for, including the following:
 - ◆ Employer’s contribution to Employment Insurance (EI)
 - ◆ Employer’s contribution to Canada Pension Plan (CPP)
 - ◆ Vacation wages
 - ◆ Employer’s Workers’ Compensation Board (WCB) premiums

These rates will change so it is important that you (or your payroll company or accountant) know the current rates when doing these calculations.

Supposing the following rates are in effect:

- ◆ EI = 1.73% of wages
- ◆ CPP = 4.95 % of wages
- ◆ Vacation = 4.0% of wages
- ◆ WCB = 7.31% of wages

This would mean that an employer would need to spend an extra 17.99% (1.73%+ 4.95% + 4.0% + 7.31%) of any wages paid to cover the employer's costs.

If an employee is being paid \$10.00 per hour, the employer would have to spend an additional 17.99% of that \$10.00 (which works out to \$1.79) to cover EI, CPP, WCB and vacation pay. Therefore the employer actual costs are \$11.79 per hour.

6. You will need to pay Statutory Holiday Pay for the following five statutory holidays; News Year's Day, Good Friday, Canada Day, Labour Day and Christmas Day.

Here is one method of calculating the average amount you can pay caregiver based on your Self-Managed Care monies:

1. Start with your total four weekly Self-Managed Care amount.
2. If you want to convert this into your total weekly amount, use the following formula: *Total Self-Managed Care Amount divided by 4*.
3. Divide your total weekly amount by 13 to figure out your maximum reserve amount.
4. Subtract your maximum reserve amount from your total amount to find your weekly available funds.
5. Convert EI, CPP, WCB and vacation pay rates to decimal points (for example 3% becomes .03). Add these up to get your total employer costs. (This amount will be less than 1).
6. Calculate your employer cost rate by adding 1.0 to your total employer costs.
7. Divide your available funds by your employer cost rate to determine your available wage funds.
8. Add up the number of hours of care you need.
9. Divide your available wage funds by the hours of care to calculate the average wage rate.

Note: This method assumes that any holiday pay will come out of the general reserves set aside each month.

In the following example a client is receiving \$1800 every four weeks from Continuing Care. S/he needs 32 hours of personal care per week. All care will be paid at the same amount.

STEP	CALCULATION	AMOUNT
Start with your <u>total four weekly amounts</u> .		\$1,800.00
Convert this into your <u>total weekly amount</u> .	\$1,800.00 divided by 4	\$450.00
Figure out your maximum <u>weekly reserve amount</u> .	\$450.00 divided by 13	\$34.61
Calculate your <u>available funds</u> .	\$450.00 - \$34.61	\$415.39
Convert EI, CPP, WCB and vacation pay rates ¹ to decimal points to get your total employer cost.	0.0173 + 0.0495 + 0.04 + 0.0731	0.1799
Calculate your <u>employer cost rate</u> .	1 + 0.1285	1.1285
Determine your <u>available wage funds</u> .	\$415.39 divided by 1.1799	\$352.05
Add up the number of <u>hours of care</u> .		32
Calculate the <u>average wage rate</u> .	\$352.05 divided by 32	\$11.00

This Self-Managed Care client would be able to pay \$11.00/hr. out of his/her Self-Managed Care monies and still have a reserve in case of emergency.

Administrative costs (such as costs for a payroll company) are not included in this formula.

If you need more than one staffing level (e.g. homemaking and personal care) then you will need to experiment with the numbers. Calculating the average wage rate will still be useful, as you will then need to find one wage rate higher than the average and one that is lower. If you need equal hours of each level, then the two rates will be equal distance from the average wage rate.

¹ (Assuming the rates are as follows: EI = 1.73%, CPP = 4.95 %, Vacation = 4.0%, and WCB = 7.31% of wages.)

You may find there are other factors to consider. For instance, you might find the perfect caregiver, wants slightly more than you can afford using the above calculation. In this case, you might decide to have a smaller reserve set aside each month. Another option would be to slightly decrease the number of hours of care you get using your Self-Managed Care funds and use your own money to pay for the remainder.

Whatever system you use to calculate wages, you will need to ensure you cover the cost of paying extra for statutory holidays. (See Section 2 for more details on General Holiday Pay requirements). If you find that using your reserved funds is not working, then you might decide to slightly increase your total employer costs to include general holiday pay.

You will also need to make sure that your wages follow Nova Scotia Labour Standards; for example, that you are paying at least minimum wages. (For more information see Section 2).

If you go with an agency or a caregiver who has his/her own company, you will probably not have to do all these calculations. Instead, you will likely pay a straight fee to the agency. They will then look after deductions for their employees. Using an agency must be approved by care coordinator only when all other options for a caregiver have been exhausted.

If you have more than one caregiver, you can pay different rates based on experience, education and merit. You cannot pay different rates based on caregiver's gender. The Human Rights, Citizenship and Multiculturalism Act requires that "men and women working in the same establishment and performing similar or substantially similar work must be paid the same rate".

Once you estimate wages that you can afford to pay, you should calculate the total number of hours you will need to pay for a few months (including general holiday pay), determine your employer costs and make sure calculations are correct. If not, you will need to adjust calculations.

This process may seem quite overwhelming at first. You can call Canada Revenue Agency for assistance in determining deductions. Human Resources Skills Development Canada (www.hrsdc.gc.ca) can help you if you have questions around provincial regulations such as General Holiday Pay.

You can also hire a payroll company or accountant to help with payroll, or use a computer software package designed for payroll or small business accounting.

8. Writing a Job Contract

You may decide to develop a job contract to formalize your employer/employee relationship. Such a written agreement can help eliminate future problems and disagreements.

You will want to include the following items in a job contract:

- ◆ Name of employer
- ◆ Name and Social Insurance Number (SIN) of employee
- ◆ Wages, deductions, and benefits
- ◆ Details of how and when an employee will be paid
- ◆ Work schedule
- ◆ Required duties
- ◆ Any unacceptable behaviour (e.g. appearing for work while inebriated)
- ◆ Termination details (e.g. how much notice must be given, for termination)

Both you and your employee should date and sign the agreement.

Remember that any job contract must follow Nova Scotia Labour Standards Code and Canada Revenue Agency regulations.

Here is one example of a job contract:

Dear _____:

This confirms our employment agreement discussed on _____, as a caregiver will become effective on:

Your responsibilities:

Duties will include personal assistance and housekeeping tasks as stated in the attached job description. Hours of work will be as follows: _____.

There will be a probationary period of three months (subject to a two-month extension if necessary), which will expire on _____.

A performance evaluation will be given at that time.

Your salary will be \$_____ per hour worked, payable on the Friday following each two-week period. The following deductions will be made from your gross salary: Canadian Pension Plan premium, Employment Insurance premium and Income Tax. Vacation pay of 4% of gross salary will be added to each salary payment.

You will be entitled to the following paid statutory holidays: New Year's Day, Good Friday, Canada Day, Labour Day, and Christmas Day.

In case of sudden illness or other unforeseen events resulting in your inability to work your shift, you will make every effort to notify me as soon as possible so that I can arrange for emergency attendant services.

This agreement can be terminated by either party with 2 weeks' notice. If you agree with the terms of this agreement, please date and sign both copies and return one to me.

Yours sincerely,

(Your name)

I agree with the above

Signature: _____ Date: _____

9. Training Employees

As an employer it is your responsibility to make sure employees have adequate training for the job. This will be particularly true if you choose to hire someone with no previous experience or education in the field of personal care. Even staff with a background in caregiving will need to be oriented in how you want your care done by them.

Your job description can serve as a basis of much of the training. Some of the topics you will need to cover during orientation are as follows:

- ◆ An explanation of your particular disability
- ◆ Going through all of your care requirements in detail
- ◆ Safety precautions
- ◆ Equipment operation (e.g. lifting devices, power mobility equipment)
- ◆ Your expectations regarding employee behavior
- ◆ Any other policies and rules you might have

Train the caregiver in one task at a time. You should figure out all the steps needed to do a task then teach each step. For example, teaching your staff how to bathe you might include the following steps:

1. Transferring into the tub
2. Positioning you while in the tub
3. How to shampoo and condition your hair
4. How to wash you
5. Any grooming (e.g. shaving) you want done during the bath
6. Transferring out of the tub
7. Drying you

If you explain why you need each step done in a particular way, your new caregiver will be more likely to do the care in the way that you want it done. You should encourage the trainee to ask questions whenever they need clarification. Some of the terminology you use might be new to the trainee, so try to explain any medical terms as you are going through training.

When orienting your staff on your particular care needs, simply talking about it will probably not be sufficient training. It is very important that your new staff have a chance to actually try providing the care after you have instructed them on how to do so. If possible, you may want one of your experienced caregivers present to show the new staff how you like your care needs met.

Here would be one method of teaching care:

- ◆ Describe each task in detail
- ◆ Demonstrate task (if one of your experienced caregiver is available)
- ◆ Have new staff try the task with assistance or cueing if necessary
- ◆ Have new staff do the task on his own

Remember--it may take a new employee several tries before s/he “gets it right”, so don’t get discouraged if orientation takes longer than you expected. Using humor and positive feedback will help your trainee feel more comfortable during orientation.

If you have any written instructions or diagrams (e.g. how to do your range of motion exercises or how to operate your equipment) you should show these to your staff during orientation and make sure they know where this information is kept.

Writing up an orientation checklist will help you make sure that you don’t miss anything during orientation. Both you and your employee should date and sign the checklist when it is completed to verify that you provided adequate training.

Here is a sample checklist²:

TASK	Initial when training is completed			Initial when training is completed	
	Employer	Staff		Employer	Staff
Tour of home			HOMEMAKING		
Review of Supplies			Meal Preparation		
Review of equipment			Chores		
			Laundry		
MOBILITY					
Positioning			MISCELLANEOUS		
Transfers			Communication		
Range of Motion			Nurturance		
			Other		
DAILY LIVING					
Dressing/Undressing			RESPONSIBILITIES		
Eating			Promptness		
Medications			Absence		
Bladder Care			Other		
Bowel Care			Emergencies		
PERSONAL HYGIENE					
Mouth Care					
Grooming					
Bathing					
Skin Care					

²Adapted from Winnipeg’s *An Independent Living Guide for self-Managers* participating in the Self-Managed Care Pilot Project. ILRC 1991

10. Communicating with your Staff

It is important that you keep open communication lines between you and your staff. Doing so will reduce the chance of misunderstanding and conflict which in turn will make your caregivers more likely to continue working for you. If you show respect and courtesy to your caregivers, they will be respectful of you. Whenever possible, you should treat your staff as you would want to be treated.

These communication techniques are often helpful in the work setting:

Providing instruction: Be as clear and as consistent as possible when giving instructions to your caregiver. Break the task down step-by-step if necessary. This will reduce frustration for both of you. Think about the words you use and your tone of voice. Asking for something will probably be more effective than ordering.

Giving feedback: From time to time you will need to let your caregiver know you are not satisfied with what he is doing, or that you want him to do something differently. Here are some ways to make your feedback as constructive as possible for both you and your caregiver:

- ◆ Talk to your caregiver alone.
- ◆ Provide the feedback as soon as possible after the incident.
- ◆ Describe the behaviour rather than the person.
- ◆ Be as specific as possible and give examples.
- ◆ Focus on the present situation rather than discussing past incidents.
- ◆ Make sure your caregiver knows how you want the task done or situation handled in the future.

Express your feelings: At times you may need to tell your caregiver how you feel in response to his/her behaviour. If you do so, it is important that you still take responsibility for your feelings instead of blaming him/her. Rather than saying "*you make me angry when you rush through morning care*" it would be better to say "*I feel angry when you rush through morning care.*"

Say thank you: Appreciation goes a long ways in maintaining good staff morale. So does giving positive feedback and giving credit when it is due.

Active listening: Even though you may "be the boss", you still need to listen to your employee and be aware of non-verbal communication. Look at body language as it may tell you how he is feeling.

Your own non-verbal communication will tell your caregiver how well you are listening to him. Wait for him/her to finish what s/he is saying instead of interrupting. Maintain eye contact whenever possible and show that you are paying attention.

To make sure you have interpreted his/her words and non-verbal communication correctly, you will sometimes need to ask your caregiver if your understanding is correct.

Receiving feedback: At times you will need to be willing to hear your caregiver's feedback on how your behaviour affects him/her. If you ask your caregiver for feedback, this will help him/her feel more comfortable in approaching you when necessary.

Pick your battles: Like all relationships, you and your caregiver will have your differences. Both of you may do or say things that will irritate or annoy the other. Before making an issue of something you may want to sit back and decide how big a problem really is. As the saying goes—"pick your battles and don't sweat the small stuff."

Problem solving: At some point there will probably be an issue that develops between you or your staff that is not just "small stuff". Almost all employer/employee relationships will have some conflict from time to time despite everyone's best intentions. It is important to address the conflict before it escalates. Here is one way of addressing a conflict:

1. *Identify* that there is a problem. This should be done as soon as possible, however you may not want to do so in the heat of the moment.
2. *Describe* the problem without getting into personalities and possible motives. Get all involved parties to describe how they see the problem.
3. *Brainstorm* solutions. Everyone involved in the problem should suggest possible solutions. No suggestions should be criticized or eliminated at this point even if they do seem far-fetched.
4. *Evaluate* suggestions: Everyone involved should be invited to determine the positives and negatives of each suggested solution.
5. *Choose* a solution: Everyone needs to agree on a solution to try
6. *Plan* how to implement the solution: Use "who, what, when, where and how" to describe the plan. Set a date when you will evaluate the plan.
7. *Evaluate* the solution: Everyone gets together on the pre-determined date to decide whether or not the plan is working. If the solution is not successful, an alternate game plan should be chosen.

11. Maintaining a “Harassment-free” Work Environment

Harassment: In Nova Scotia, the **Human Rights, Citizenship and Multiculturalism Act** protects employees against harassment. According to this Act, harassment occurs when someone is subjected to unwelcome verbal or physical conduct based on the individual’s race, religious beliefs, colour, gender, physical or mental disability, age, ancestry, place of origin, marital status, source of income, family status, or sexual orientation. Any unwanted physical contact, attention, demands, jokes or insults can be considered harassment if they are related to these grounds. As an employer, you are responsible for making sure your employees do not experience harassment from you or any other employee. (For more information, see the *Nova Scotia Human Rights Commission*: <http://www.qov.ns.ca/humanrights/> - *Harassment as a Form of Discrimination*.)

Sexual Harassment: The **Human Rights, Citizenship and Multiculturalism Act** also protects employees against sexual harassment. This is defined as “any unwelcome behaviour, sexual in nature that adversely affects, or threatens to affect, directly or indirectly, a person’s job security, working conditions or prospects for promotion or earnings; or prevents a person from getting a job, living accommodations or any kind of public service.” Sexual harassment includes the following acts:

- ◆ Suggestive remarks, sexual jokes or compromising invitations
- ◆ Verbal abuse
- ◆ Visual display of suggestive images
- ◆ Leering or whistling
- ◆ Patting, rubbing or other unwanted physical contact
- ◆ Outright demands for sexual favours
- ◆ Physical assault

As an employer, you will be responsible for “maintaining a work environment free from sexual harassment for all employees, customers and clients.”

12. Evaluating Staff

It is important that you formally evaluate each caregiver on a regularly scheduled basis. Most employers do a probationary review after an employee has worked for a few months. The Nova Scotia Labour Standards Code – (www.gov.ns.ca/lae/employmentrights) states that you must give written termination notice of at least one week if your staff member has worked a minimum of three months, Therefore you may choose to do a staff appraisal just before the three-month mark.

You should plan these appraisals ahead of time so that you discuss everything that you need to review with your staff. If possible, you should write up the appraisal as well.

Here are some areas you may choose to evaluate:

- ◆ Job knowledge
- ◆ Job skills
- ◆ Work behaviours (e.g. promptness, absenteeism)
- ◆ Communication skills (e.g. ability to receive and give feedback; ability to listen to and follow instructions)

When reviewing your employee's job knowledge and skills you can go back to the original job description you developed. This will help you evaluate how well or poorly your staff has met your needs and expectations. If you realize the job description needs revising or updating, now is a good time to do that.

Staff appraisals will help you identify which staff needs more training for particular tasks. Don't forget—the staff appraisal is also a time to tell your staff what they do well! You should encourage your staff to give you feedback during the appraisal process. They may be able to tell you what would help them do a better job, for instance better training, clearer instructions or other equipment.

It is a good idea to do annual reviews on all your caregivers. Again, these should be based on the employee's current job description. Be sure to include positive feedback as well as suggestions for improvement.

13. Terminating Staff

If you choose to terminate a caregiver, you will need to follow the relevant Nova Scotia Labour Standards Code (See Tab 2), for instance regarding the amount of notice you give and how quickly you pay him.

You will also need to follow Canada Revenue Agency regulations (See Tab 3), e.g. completing a Record of Employment (ROE) within the specified time.

Whenever possible, you should part on good terms. Although a caregiver might not have worked out as regular staff for you, he may be good as a relief staff or as part of your emergency plan.

Regardless of the situation, you will want to make sure s/he returns your house key and any of your other belongings he might have. You should get a forwarding address and phone number in case you need to make contact in the future. Ask him/her to notify you of any address changes prior to March of the next year so that you can send him his T-4.

14. Alternatives to Hiring Your Own Caregivers

Some Self-Managed care participants choose an option of hiring a caregiver through an agency. Please note that Self-Managed care funds **may not** be used to purchase support services from an agency, except as a back-up plan for contingencies. Using an agency must be approved by your care coordinator only when all other options for a caregiver have been exhausted.

If you choose to use an agency, then you will have a contract with the agency, not with individual caregivers. The caregivers will work for the agency and not directly for you.

Going with an agency will mean you do not have to do all of the work that an employer has to do, but it also means you won't have the authority of an employer with your staff. If there are problems with your caregivers, you will probably have to deal with the agency rather than directly with the staff. You will also have less say in who works for you and their schedules.

Remember that employer deductions will likely be handled by the agency; you will pay the gross amount to the agency.

You also have the option of contracting a caregiver who has his/her own company. If your caregiver is incorporated, then your caregiver can provide you with invoice billings and you will not have to make deductions. In this situation your caregiver will have to have his/her own Business Number (for GST). You should get a copy of the caregiver's Certificate of Incorporation as proof of incorporation and keep this document in your files.

If you believe that you will not have to do employer deductions. You should first check with Canada Revenue Agency (CRA) www.cra-arc.gc.ca to ensure that this is correct and to find out exactly what your responsibilities will be.

For more information on CRA, see Section 3.

The Self-Managed Care system will allow you the choice of hiring your own staff or using an agency. If your first choice is not successful, you can always change your mind and try another option.

References

- Nova Scotia Labour and Advanced Education – Labour Standards
<http://www.gov.ns.ca/lae/employmentrights/docs/LabourStandardsCodeGuide.pdf>
- Nova Scotia Disabled Persons Commission www.gov.ns.ca/disa or call 1 800 565 8280 or
TTY toll free 1 877 996 9954

*Nova Scotia Human Rights Commission: <http://www.gov.ns.ca/humanrights/> -
Harassment as a Form of Discrimination*
- Nova Scotia Labour Standards Code www.gov.ns.ca/lae/employmentrights
- Canada Revenue Agency (CRA) www.cra-arc.gc.ca
- An Independent Living Guide for Self-Managers Participating in the Self-Managed Care Pilot Project. Independent Living Resource Centre, Inc. Winnipeg, Manitoba. October 1991.
- Hiring and Management of Personal Care Assistants for Individuals with Spinal Cord Injury by Debra L. Burdsall, MPH, OTR Santa Clara Valley Medical Center at
<http://www.tbi-sci.org/pdf/pas.pdf>

Guide to the Labour Standards Code of Nova Scotia

Records

Employers and recruiters are required to keep and maintain records relating to the employment and recruitment of employees and individuals.

Employers

Employers must keep employment records to show that employees receive at least the benefits they are entitled to under the Labour Standards Code. These records must be kept at the employer's main place of business and must be kept for at least 3 years after the work has been performed. As well, employers must be prepared to show that all outstanding pay has been paid.

Employers must keep the following information:

- a list of the names of all employees, showing the employees' age, sex, and last known address
- a record of the rates of wages, hours of work, vacation periods, leaves of absence, pay, and vacation pay each employee received
- a record of the date each employee began work and, if the employee no longer works for that employer, the last day he/she was employed
- a record of when employees were laid off or fired and the dates when those employees received notice of the end of their jobs
- a record of how much each employee has been paid

Employers who use a recruiter to recruit employees for employment must also keep the following information for 3 years after the work has been performed:

- the name and address of any person the employer paid a recruitment fee to and the date and amount of the payment

Pay Stubs

Employers must give employees pay stubs when paying their wages.

The pay stub must show:

- the pay period the employee is being paid for
- the number of hours the employee is being paid for
- the wage rate (for example, \$15.00 per hour)
- all the deductions made from the employee's pay
- how much the employee is being paid after deductions are made

Recruiters of Foreign Workers

Recruiters of foreign workers must keep and maintain the following records for at least three years after the records are made:

- accurate financial records of his/her operations in Nova Scotia
- a copy of each agreement the recruiter has entered into respecting the recruitment of a foreign worker
- a list of every foreign worker recruited by the recruiter for employment in Nova Scotia

Method of Keeping Records

Employers and recruiters may keep records using any method from a manual system using a payroll book from a stationery store to a computerized book-keeping/payroll program. The records must be organized, easy to read, accurate, and up to date.

Inspection of Records

Labour Standards officers can inspect all records of employers and recruiters that in any way relate to the recruitment and employment of individuals, including foreign workers.

They also have the right, at any reasonable time, to enter any work place or office to:

- inspect any place where people might work or where any individual was or is being recruited
- talk to any employee or any individual who was or is being recruited during or outside working hours

Employers and recruiters who fail to keep records, or to keep them up to date, and who fail to give information to the Director of Labour Standards or a Labour Standards officer may be guilty of a violation under the Labour Standards Code.

Protecting Employees

Personal Information

The Labour Standards Code provides that when anyone makes a complaint to the Labour Standards Division and asks that their identity be withheld, their name or any identifying information will not be revealed. However, some complaints cannot be pursued on a confidential basis.

Discrimination Against a Complainant or Witness

It is against the law to fire, lay off, or discriminate in any way against an employee who has:

- made a complaint under the Labour Standards Code
- testified or is going to testify or if the employer believes that person is going to testify in any investigation or hearing that takes place under the Labour Standards Code
- disclosed or is about to disclose information that is required under the Labour Standards Code
- taken or said that he/she intends to take or if the employer believes he/she will take a leave of absence that an employee may take under the Labour Standards Code
- exercised his/her right to refuse to work on Sundays or Retail Closing Days. Please see separate insert on Retail Closing Days and The Right to Refuse to Work for more information on this topic.

Garnishment of Wages

An employer may not fire, lay off, or discriminate in any way against an employee whose wages are being garnished.

Six Months Limitation Period

Complaints must be filed with the Labour Standards Division within six months of a violation of the Labour Standards Code taking place.

Vacations and Vacation Pay

The Labour Standards Code says that employers must give every employee:

- a vacation of two weeks after 12 months of work and within the following 10 months or, if the employee has been employed with the same employer longer than 8 years, a vacation of at least three weeks
- vacation pay of at least 4 per cent of gross wages (6 per cent for employees after 8 years), which the employer must pay at least one day before the vacation begins

An employer must tell the employee of her vacation at least one week before it begins.

Workers Not Covered

The following workers are not covered by the Labour Standards Code rules on vacations and vacation pay:

- real estate and car salespeople
- commissioned salespeople who work outside the employer's place of business, but not anyone with an established route
- a salesperson who sells mobile homes
- anyone who works on fishing boats
- anyone who does domestic service for or gives personal care to an immediate family member in a private home and is working for the householder
- anyone who does domestic service for or gives personal care in a private home and is working for the householder for 24 hours or less per week

When an Employee Earns Vacation Pay

An employee earns vacation pay and vacation leave during the first 12 months of work for an employer and every 12 months after that.

Vacation May Be Broken

If the employer and employee agree, the vacation and vacation pay may be broken into two or more vacation periods if the following are true:

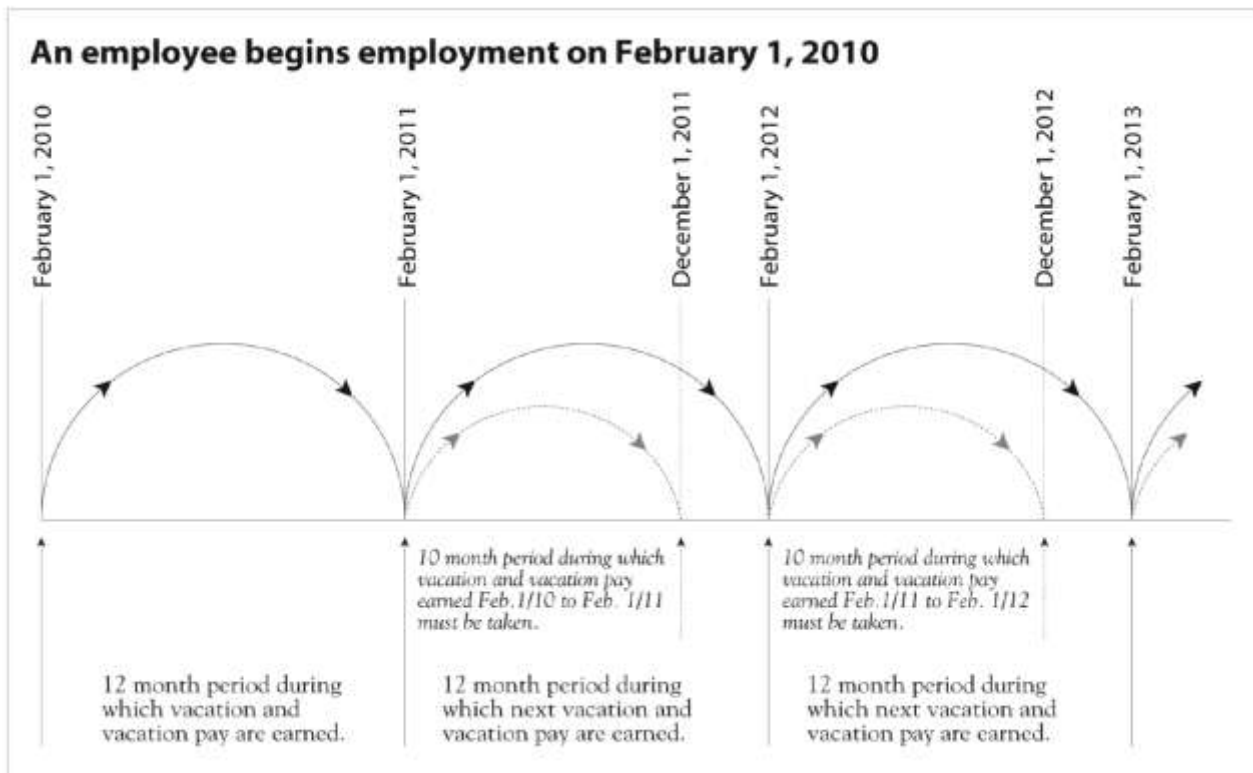
- the employee will have two weeks' vacation, or three weeks after 8 years
- the employee receives at least one week of unbroken vacation

Does an Employee Have to Take Vacation Time?

Employees who work full time must take vacation time.

Employees who work less than 90 per cent of the regular working hours during the 12 months when they earned vacation can give up vacation time and just collect their vacation pay.

When an employee tells an employer in writing that she will not take vacation time, the employer must pay vacation pay no later than one month after the date the 12-month period ends.



Vacation Pay Included in the Hourly Rate

An employer can include vacation pay in an employee's hourly rate, which would be paid in every pay cheque.

In that case, the employer will need to:

- have proof that the employee knows that vacation pay will be paid on every pay cheque
- show on payroll records that vacation pay has been paid to the employee
- show on the employee's pay stub that vacation pay is included in the pay cheque
- ensure that the employee's rate of pay is at least minimum wage plus 4 per cent, (6 per cent for employees after 8 years), if the Minimum Wage Order applies to the employee

Keeping Records

Employers must keep accurate payroll records, including information on vacations taken and vacation pay paid. If a Labour Standards officer audits and finds no record of vacation pay, the Director of Labour Standards might find that the employer still owes the employee vacation pay. See the information sheet titled "Employment Records" for more information on records.

Vacation Pay When Employment Ends

When employment ends, the employee is entitled to receive all accumulated vacation pay that has been earned. The employer must pay it within 10 business days after the employment relationship ends.

Holiday Pay

The Labour Standards Code gives employees who qualify five holidays with pay: New Year's Day, Good Friday, Canada Day, Labour Day, and Christmas Day. A separate law covers Remembrance Day; it is explained at the end of this information sheet.

Who Qualifies for Paid Holidays?

To have a day off with pay for these holidays, an employee must:

1. be entitled to receive pay for at least 15 of the 30 calendar days before the holiday
2. have worked on his/her last scheduled shift or day before the holiday and on the first scheduled shift or day after the holiday

First, during the 30 calendar days right before the holiday, the employee must be entitled to receive pay for 15 of those days. This does not mean that the employee must have worked 15 out of 30 days. The important words to remember are "entitled to receive pay." For example, if an employee is sick and the employer has a paid sick time policy, or if the employee is attending a course and is being paid wages for attending, the employee may still qualify for the paid holiday.

Second, the employee must have worked on his/her last scheduled shift or day before the holiday and on the first scheduled shift or day after the holiday. The important word to remember is "scheduled." Many people believe this means that if the employee does not work the day after the holiday then the employee is not qualified to receive holiday pay. If the day is one when the employee is not scheduled to work, then he/she may still qualify for the paid holiday.

Exception

If an employer tells an employee not to report for work on his/her last scheduled work day immediately before the holiday, or the next scheduled work day after the holiday, then the employee is still entitled to receive holiday pay if he/she meets the first qualification.

Workers Who Are Not Covered

The following workers are not covered by the rules for holiday pay:

- anyone who works under a collective agreement
- most farm workers
- real estate and car salespeople
- commissioned salespeople who make sales at locations other than at the employer's premises, except those on an established route
- anyone who works on a fishing boat
- anyone who works in the manufacturing or refining processes of the petrochemical industry
- anyone who does domestic service for or gives personal care to an immediate family member in a private home and is working for the householder
- anyone who does domestic service for or gives personal care in a private home and is working for the householder for 24 hours or less per week

Paying an Employee for a Holiday

If an employee qualifies for the holiday and is given the day off, the employer must pay a regular day's pay for that holiday. If the employee's hours of work change from day to day, or if wages change from pay to pay, the employer should average hours or wages over 30 days to calculate what to pay the employee for the holiday.

For example, if an employee worked 20 of the 30 calendar days before the holiday for a total of 170 hours, the calculations would be as follows:

$170 \div 20 = 8.5$ average hours worked per shift.

If the holiday falls on an employee's regular day off, the employee is entitled to another day off with pay.

Calculating a Wage When the Employee Works on a Holiday

An employee who works on a holiday and who is qualified to be paid holiday pay is entitled to receive **both** of the following:

- the amount the employee would have normally received for that day
- one and a half times the employee's regular rate of wages for the number of hours worked on that holiday

When the Employee Works in a Continuous Operation

Employees who work in a continuous operation can be paid for holidays in a different way.

A continuous operation is:

- any industrial establishment in which production continues without stopping
- any service that runs trucks and other vehicles
- any telephone or other communications service
- any service or production in which employees work normally on Sundays or public holidays.

In a continuous operation, the employer can pay for holidays worked in one of two ways:

- according to the calculation already described
- by paying straight time for the hours worked and giving the employee another day off with pay

Note: An employee in a continuous operation will not be entitled to holiday pay if he/she does not report for work on the holiday after being called upon to work that day.

Remembrance Day

An employee who works on Remembrance Day and who has worked on at least 15 of the 30 calendar days immediately before Remembrance Day may be entitled to receive a holiday with pay. That day with pay may be taken at the end of the employee's vacation or any other day the employee and employer may agree upon.

Equal Pay for Equal Work

This information sheet is about how the Labour Standards Code requires that employers pay male and female employees the same pay for similar work. An employer cannot pay one employee a lesser wage than an employee of the other gender if both employees do similar work.

Employers cannot pay employees less or more just because they are male or female. Men and women must receive the same rate of pay for doing work that is the same or very much the same.

For example, if a restaurant owner has both male and female servers, the owner cannot pay the female servers less just because they are women. If the male and female servers do very much the same work, then the owner must pay them both the same.

Employers may pay different rates between men and women doing work that is very much the same when one of the following is in place:

- a seniority system that pays more experienced employees a higher rate of pay than less experienced employees
- a merit pay system that pays employees more based on a system that objectively measures employees' performance
- a system that pays employees more based on the quality and/or quantity of the work they produce
- a factor other than sex that makes a difference between employees doing the same work

For example, an employer can hire a male and female employee to do the same job and offer them a different rate of pay based on their level of education and previous work experience. Another example, a male and female employee doing the same job could be paid a different rate of pay because one of them works the night shift and the other does not.

If employees have not been paid equal pay for equal work, employers must raise wages, not lower them, to achieve equal pay.

The equal pay rules in the Labour Standards Code are different from pay equity or equal pay for work of equal value. For questions about pay equity, contact the [Nova Scotia Human Rights Commission](http://www.nova-scotia.ca/humanrights).

Leaves of Absence

Pregnancy/Parental, Reservists, Bereavement, and Court Leave

This information sheet is about the leaves of absence that the Labour Standards Code says employers must allow employees to take.

During a leave of absence, an employee leaves the job intending to return. Leaves of absence are pregnancy and parental leave, court leave, bereavement leave, sick leave, emergency leave, compassionate care leave, reservists' leave and citizenship ceremony leave.

Pregnancy and Parental Leaves

Pregnancy leave is an unpaid leave for pregnant employees. It can last up to 17 weeks. The employee can start the leave up to 16 weeks before the expected date of delivery. She must also take at least one week after the date of delivery. Employees who have worked for an employer for at least one year may qualify for this leave. An employer can require that an employee take an unpaid leave of absence if her pregnancy interferes with her work. There are times when the Human Rights Act or the employee's contract prevents this.

The Labour Standards Code also allows parents to take parental leave to care for their newborn or newly adopted children. This unpaid leave is up to 52 weeks and is available to every parent that qualifies for it. To qualify for the leave an employee must have worked for the employer for at least one year and must become a parent to the child as a result of its birth or adoption.

To Take Pregnancy or Parental Leave

To take pregnancy or parental leave, an employee must give the employer at least four weeks' notice of both the date on which leave will start and, if the employee plans to return early, the planned date of return to work.

If the employee cannot give four weeks' notice of leave because the baby is born early, because of a medical condition, or because of an unexpected adoption placement, then the employee must give as much notice as possible.

An employer can ask for proof of entitlement for pregnancy or parental leave. This can include a certificate from a doctor or adoption worker.

If an employee is taking both pregnancy and parental leaves, she must take them one right after the other and not go back to work between the two leaves. In this case, she can take up to 52 weeks' total leave (17 pregnancy and 35 parental). If an employee is taking parental leave but not pregnancy leave, he can take up to 52 weeks' leave in the time after the child is born or arrives in the home. The employee loses this right if the leave is not taken within 52 weeks after the child arrives in the home. Employees who do not take pregnancy leave but who do take parental leave include natural fathers and adoptive mothers and fathers.

If a newly arrived child must go into hospital for more than one week, the employee can return to work and use the rest of the parental leave after the child comes out of hospital.

The Employee's Rights During Leave

During pregnancy and parental leave, employers must let employees keep up at their own expense any benefits plan in which they belong. Employers must give 10 days' written notice before the option to keep up employee benefits is no longer in effect.

When an employee returns from parental leave, the employee must be accepted back into the same position or a comparable one with no loss of seniority or benefits.

Reservists' Leave

The Labour Standards Code has two types of leaves for Canadian Forces Reservists – a training leave available to all reservists and a deployment leave for reservists who accept a deployment for active service.

To qualify for the leave, reservists must have been employed with their employer for one year.

Training Leave for Reservists

Reservists can take up to 20 days unpaid training leave per year in order to take ongoing annual reservist training. This means that the reservist does not have to use vacation leave for this training.

The 20 days may be broken up into shorter periods and includes necessary travel time. An employee on training leave must return to work no later than the next regularly scheduled working day following the training and any related travel time.

The employee must give at least 4 weeks' notice to the employer that they plan to take a training leave, except in an emergency situation, when they must give as much notice as reasonably possible.

Deployment Leave for Reservists

Reservists who are on or who are preparing for an active deployment, within Canada or overseas, can take an unpaid leave from civilian work to fulfill their military commitment to service.

Reservist employees can take deployment leave for a maximum period of service of 18 months within a 3 year period and must return to work within 4 weeks of the end of the service period. The period of the leave includes the time for training that is necessary for the deployment. There must be at least one year between each deployment leave.

An employee must give the employer 90 days notice of his/her intention to take the leave and 90 days notice of his/her intention to return to work

from the leave. In an emergency situation, where the full 90 days cannot be provided, an employee needs to give as much notice as is reasonably practical.

To Take Reservists' Leave

An employer can require an employee to provide a certificate from an official with the Reserves confirming that the employee requires the leave for a period of training or active service.

The Employee's Rights During Leave

During the leave, the employer must let the employee keep up, at the employee's own expense, any benefit plans to which the employee belongs. If the option to keep up the benefits has an expiry date, the employer must give 10 days' written notice before the option to keep up the benefits plan is no longer in effect.

When an employee returns from the leave, he/she must be accepted back to the same or a comparable position with no loss of seniority or benefits.

Bereavement Leave

Employees can take unpaid leave of up to three working days in a row if their spouse, parent, guardian, child, or a child under their care dies.

Employees can take one calendar day's leave without pay if their grandparent, grandchild, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, or brother-in-law dies.

Employees must give their employers as much notice as possible that they will take this leave.

Court Leave

Employees can take unpaid leave if they must serve on a jury or the court says that they must appear as a witness. They must give their employer as much notice as possible that they will take court leave.

Discrimination Against an Employee

It is against the law to fire, lay off, or discriminate in any way against an employee who has taken or has said that he/she intends to take—or if the employer believes he/she may take—a leave of absence that the Labour Standards Code says he/she should be able to take. If a complaint is filed the Director of Labour Standards will investigate to determine if:

- the employer has good reason to fire or suspend the employee and can show that the behaviour has not been allowed in the past
- there is lack of work that the employer could not foresee and avoid
- the business has stopped operating or the employee's job is no longer needed and the employer is unable to provide other reasonable employment; the employer must show that they acted in good faith

An employee who is denied a leave may make a complaint with the Labour Standards Division.

Leaves of Absence

Compassionate Care, Emergency, Sick Leave, and Citizenship Ceremony Leave

This sheet is about the leaves of absence that the Labour Standards Code says employers must allow employees to take.

A leave of absence occurs when an employee leaves the job intending to return. Leaves of absence are pregnancy leave, parental leave, court leave, bereavement leave, sick leave, emergency leave, compassionate care leave, reservists' leave and citizenship ceremony leave.

Compassionate Care Leave

Compassionate care leave is an unpaid, eight-week leave for employees who need to care for a seriously ill family member who has a high risk of dying within 26 weeks.

To take compassionate care leave, employees must be employed for at least three months with the same employer. Also, they must give their employer as much notice as possible before taking the leave. An employer can ask an employee to provide a medical certificate, from a medical doctor, stating that the employee's family member is seriously ill. The leave can be broken up into separate periods of no less than one-week blocks.

Employees who take a compassionate care leave may qualify for a six-week compassionate care leave benefit under the federal government's Employment Insurance program.

The Employee's Rights During the Leave

During compassionate care leave, an employer must let the employee keep up any benefit plans to which the employee belongs at the employee's own expense. If this option to keep up the benefits has an expiry date, the employer must give 10 days'

written notice before the option to keep up the benefits is no longer in effect. An employee who returns from compassionate care leave must be accepted back into the same position or a comparable one with no loss of seniority or benefits.

Emergency Leave

Employees are entitled to an unpaid leave if they are unable to work because:

- a government agency has declared an emergency, or
- a medical officer of health has issued a directive or order telling an employee to stay off work, or
- the employee needs to care for a family member who is affected by one of the emergency situations noted above.

The Employee's Rights During the Leave

During the emergency leave, an employer must let the employee keep up any benefit plans to which the employee belongs at the employee's own expense. If this option to keep up the benefits has an expiry date, the employer must give 10 days' written notice before the option to keep up the benefits is no longer in effect.

An employee who returns from emergency leave must be accepted back into the same position or a comparable one with no loss of seniority or benefits.

Sick Leave

Employees are entitled to receive up to three days, unpaid sick leave each year. This leave may be used to care for an ill parent, child, or family member. It can also be used for medical, dental, or other similar appointments.

Citizenship Ceremony Leave

Employees are entitled to take an unpaid leave of absence of up to one day, or less if the employee chooses, to attend their citizenship ceremony.

If possible, employees must give their employer 14 days' notice that they plan to take the leave. If this is not possible, they must give as much notice as is reasonably possible.

If the employer asks, the employee must provide evidence that they are attending their citizenship ceremony on a particular day, for example the "Notice to Appear" sent by Citizenship and Immigration Canada.

Discrimination Against an Employee

It is against the law to fire, lay off, or discriminate in any way against an employee who has taken or has said that he/she intends to take—or if the employer believes he/she may take—a leave of absence that the Labour Standards Code says he/she should be able to take. If a complaint is filed the Director of Labour Standards will investigate to determine if:

- the employer has good reason to fire or suspend the employee and can show that the behaviour has not been allowed in the past
- there is lack of work that the employer could not foresee and avoid
- the business has stopped operating or the employee's job is no longer needed and the employer is unable to provide other reasonable employment; the employer must show that they acted in good faith

An employee who is denied a leave may make a complaint with the Labour Standards Division.

Hours of Labour & Breaks

Hours of Labour

Under normal circumstances, according to the Labour Standards Code, employers must grant employees a rest period of at least 24 hours in every 7 days.

Allowing Employees to Work Longer than 7 Days

Employers may apply to the Director of Labour Standards for an exemption from this requirement of the Labour Standards Code. The Director or a Labour Standards officer will find out if the employer and most of the employees agree and may grant the exemption or require another arrangement for a rest period.

Emergency Situations

An employer can require more than six days of work in a row if there has been an accident or if urgent work must be done to the machinery or plant, but can require only as much work as is needed to avoid serious interference with the ordinary operation of the workplace.

Workers Not Covered for Hours of Labour

- most farm workers
- commissioned salespeople who work outside the employer's place of business
- anyone who works on fishing boats
- practitioners or students in training for architecture, dentistry, law, medicine, chiroprody, professional engineering, public or chartered accounting, psychology, surveying, or veterinary science
- anyone who does domestic service for or gives personal care to an immediate family member in a private home and is working for the householder
- anyone who does domestic service for or gives personal care in a private home and is working for the householder for 24 hours or less per week

- people employed in offshore oil and gas work while under the jurisdiction of the Canada – Nova Scotia offshore Petroleum Board.

Breaks

If an employee works more than 5 consecutive hours, the employer must provide the employee with an unbroken half hour break. If an employee works more than 10 consecutive hours, the employer must provide an unbroken break of one half hour plus other rest or eating breaks totalling at least 30 minutes for each other 5 hours of work.

For example, if an employee works a shift of 12 consecutive hours, he/she should receive a full half hour break plus an additional 30 minutes in breaks that can be taken as a whole or split into two or more periods totalling 30 minutes.

Employers are generally not required to pay employees for breaks. However, if an employee is required to remain at the job site, under the control of the employer and to be available to work if necessary during the break, then this will likely be considered work. If so, the employee must be paid for this time.

Exceptions to the Requirement to Provide Breaks

An employer does not need to give a break if it is impractical because of an accident, urgent work is necessary or because of other unforeseeable or unpreventable circumstances, or because it is unreasonable for an employee to take a meal break.

Workers Not Covered by the Break Rules

The rules regarding breaks do not cover employees who work under a collective agreement

Employment of Children

The Labour Standards Code has rules about when children may be employed in Nova Scotia. The laws about the employment of children do not apply to people who are 16 years and over.

The law generally divides children into two groups: those under 14 and those under 16.

Children Under 14

It is against the law to pay wages to a child under the age of 14 to do work that:

- is likely to be unwholesome or harmful to the child's health or normal development
- is likely to keep the child out of school or make it hard for the child to learn at school

It is against the law to employ a child under 14 to do work:

- for more than 8 hours a day
- for more than 3 hours on a school day unless a certificate has been issued under the Education Act to allow the child to work
- for any time during the day when that time plus the time the child is in school adds up to more than 8 hours
- between the hours of 10 pm of any day and 6 am of the next day

Children Under 16

The Labour Standards Code says that no one is to employ a child under the age of 16 in certain types of work, such as:

- mining
- manufacturing
- construction
- forestry
- work in garages and automobile service stations
- work in hotels
- work in billiard rooms, pool rooms, bowling-alleys or theatres

Children Working in Restaurants

Employers may employ children aged 14 and 15 to work in restaurants provided they make sure these employees:

- are not operating cooking equipment
- are provided with safety training on all equipment and
- are provided with adequate supervision

Exception

The rules regarding children not being allowed to work in the types of businesses identified above do not apply to a situation where an employer employs a 14 or 15 year old member of his/her own family.

Liability of a Parent or Guardian

Any parent or guardian of a child whose employment violates the Labour Standards Code can be fined unless he/she can prove that the child worked without his or her knowledge.

When the Employer Ends the Employment

Under the Labour Standards Code, employers must tell an employee **in writing** that they will fire or suspend or lay off that employee. This is called giving notice. “Notice” is the letter telling the employee that he/she will no longer work for the employer after a given date. It is also the time between when the employee receives the letter and the date the letter says is the employee’s last day of work.

How much notice an employer must give an employee depends upon how long the employee was employed. The following table shows the notice times for each period of employment.

How Much Notice in Writing?

If the employee has worked for	then the employer must give
3 months or more but less than 2 years	1 week
2 years or more but less than 5 years	2 weeks
5 years or more but less than 10 years	4 weeks
10 years or more	8 weeks

If the employer does not want to give the employee notice, the employer must give the employee pay in lieu of (in place of) notice. This means that the employer must pay the employee as much pay as he/she would receive if he/she worked during the notice period.

Periods of Employment

An employee’s period of employment (how long he/she worked for the employer) may be broken because he/she is laid off, suspended, or fired. The Labour Standards Code states that an employee’s period of employment is considered unbroken unless it is broken:

- by 12 months or more of layoff or suspension
- by more than 13 weeks that resulted from the employee resigning or the employer firing the employee

Constructive Dismissal

If an employer constructively dismisses an employee and the employee quits as a result, then the employee may be entitled to pay in lieu of notice under the Labour Standards Code.

Constructive dismissal occurs when an employer makes a significant change to a fundamental term or condition of an employee’s employment without the employee agreeing to the change. Constructive dismissal can involve such things as changes to an employee’s job responsibilities, rate of pay or hours of work. In some situations, it can also involve an employer harassing or abusing an employee.

An employee must quit because of the change within a reasonable period of time in order for the situation to be considered a termination of employment under the Labour Standards Code.

Employers may choose to try to prevent a complaint of constructive dismissal by ensuring employees are given proper written notice before making changes to employees' terms and conditions of employment.

Constructive dismissal is a complex issue. Employers and employees faced with a situation that could result in a complaint of constructive dismissal are encouraged to contact the Labour Standards Division for more information on how the issue is dealt with under the Code.

The Right to End Employment Without Notice

There are times when an employer does not have to give an employee notice or pay in lieu of notice when ending the employee's job. In order to end an employee's job without notice or pay in lieu of notice, the employer must show that the employer has:

- made their expectations clear to the employee
- warned the employee to change his/her behaviour
- given the employee a reasonable chance to improve his/her behaviour
- warned the employee that not improving his behaviour could lead to his/her being fired

This kind of action would be acceptable if, for example, the employee was late for work again and again. There are times when the steps above would not need to be followed because of the seriousness of the employee's behaviour. For example, if the employer can prove that the employee has stolen from the employer, then the employer may be able to fire the employee without warning or notice.

Ending an employee's job is not always the best way to handle problems with an employee. In some cases, progressive discipline may be used to deal with problems.

Progressive Discipline

Depending on the problem an employer is having with an employee, it may be better to correct the problem by using progressive discipline rather than by ending the employee's job. Progressive discipline can begin with spoken warnings, move to written warnings and suspensions, and then end with firing the employee. For example, an employee who has trouble learning the job may just need several spoken and written warnings. The discipline should match the seriousness of the problem.

Condonation

Condonation means that the employer has not corrected a behaviour in the past. Condonation is an issue if, for example, an employer ignores an employee's poor performance at work and then one day fires the employee for the same poor behaviour. If an employer condones an employee's behaviour and then fires him/her without notice, the employer may be in violation of the Labour Standards Code. An employee has to be told that the employer will no longer allow the poor performance. The employee must understand what will happen if his/her performance does not improve.

Other Times When Notice Does Not Need to Be Given

The Labour Standards Code says that there are times when an employer does not have to give notice or pay in lieu of notice that the employee will be fired or laid off. Some examples are listed below:

- when an employee works for the employer for less than three months
- when a person works for the employer for a set term or task no longer than 12 months and the employee's job ends when the set term or task ends

- when there is a lack of work that the employer did not expect and could not avoid
- when the employer offers the employee other reasonable employment
- when a person has reached the age of retirement based on a *bona fide occupational requirement*. For most jobs, mandatory retirement is not allowed
- when a person is laid off or suspended for 6 days or less (note: employees with 10 or more years of service can not be suspended without just cause)

Employees with 10 Years of Service

The Labour Standards Code says that an employee with more than 10 years of service cannot be fired or suspended without good reason or just cause. What is good reason will depend on the employee's and employer's circumstances. To show that the employer had good reason, he/she may have to show all of the following:

- The employer has made their expectations clear to the employee
- The employer has warned the employee to change behaviour
- The employer gave the employee a reasonable chance to change his/her behaviour
- The employer has warned the employee that not improving behaviour could lead to being fired

There may be circumstances, like a theft, in which an employer may fire an employee with 10 years of service and not have to follow those four steps.

When the Director of Labour Standards or the Labour Standards Tribunal finds that an employee with more than 10 years of service has been fired without good reason, the employer may be ordered to bring the employee back to the job with full back pay dating to the date the employee was fired. If the employee does not wish to go back to the job, the Director of Labour Standards may order a reasonable alternative remedy.

Firing 10 or More Employees

The Labour Standards Code says that an employer must give notice to employees and the Minister of Labour and Workforce Development when firing or laying off 10 or more employees within any period of four weeks or less. The amount of notice groups of employees are entitled to receive depends on the numbers being laid off:

- 8 weeks for a group of 10 to 99 employees
- 12 weeks for a group of 100 to 299 employees
- 16 weeks for a group of 300 or more employees

When the Employer Gives Notice

When an employer has given the employee proper notice that the job is ending, the employer:

- may not change the employee's rate of pay or any other condition of employment, such as benefits
- may not require the employee to use remaining vacation during the notice period unless the employee agrees
- must pay the employee all the wages that he or she is entitled to receive at the end of the notice period

When a Business Is Transferred or Sold

It is important to know that the Labour Standards Code says that an employee's employment is not broken if a business is transferred or sold in any manner. If an employee worked for both the seller and purchaser of a business, he or she may be entitled to notice that the job is ending or pay in lieu of notice based on how long the employee worked with both the past owner and the person who bought the business.

Jobs Not Included under the Labour Standards Code

People who work in the following professions are not covered by the Labour Standards Code's rules about the employer ending the employment:

- people employed in the construction industry
- real estate and car sales people
- commissioned salespeople who work outside the employer's place of business, but not those on an established route
- anyone who works on fishing boats
- anyone in a union with a collective agreement in force
- practitioners or students in training for architecture, dentistry, law, medicine, chiropractic, professional engineering, public or chartered accounting, psychology, surveying, or veterinary science (for the purposes of reinstatement claims for 10-year employees only)
- anyone who does domestic service for or gives personal care to an immediate family member in a private home and is working for the householder
- anyone who does domestic service for or gives personal care in a private home and is working for the householder for 24 hours or less per week

When an Employee Ends the Employment

Employees normally must give their employers written notice that they are quitting their jobs. “Notice” in this case is the amount of time between when the employee tells the employer in writing that he/she is leaving his/her job and the time that he/she actually leaves.

How much written notice an employee must give depends on how long he/she has worked for the same employer.

He/she must give:

- one week’s written notice if he/she has worked three months or more but less than two years
- two weeks’ written notice if he/she has worked two years or more

When an Employee Does Not Need to Give Notice

Just as an employer sometimes does not always have to give an employee notice that his/her employment is ending, there are also times when employees do not have to give notice. These are:

- when the employee has been employed less than three months
- when the employer breaks the terms and conditions of employment. For example, the employer fails to pay the employee wages or reduces the employee’s rate of pay or hours of work.

Duty of the Employer When Notice Is Given

When an employee has given the employer proper notice that he/she is quitting, the employer:

- may not change the employee’s rate of pay or any other condition of employment, such as hours of work or benefits
- must pay the employee all the wages he/she is entitled to receive at the end of the notice period

Periods of Employment

An employee’s period of employment (how long she worked) at one workplace may have been broken because he/she was laid off, suspended, or fired. This is important to know if he/she is about to resign and has to decide whether to give his/her employer one or two weeks’ notice.

The Labour Standards Code states that an employee’s period of employment is considered unbroken unless it is broken:

- by 12 months or more of layoff or suspension
- by more than 13 weeks that resulted from the employee resigning or the employer firing the employee

When an Employee Does Not Give Notice

When an employee quits without notice, the employer may file a complaint with the Labour Standards Division and claim any wages owed to the employee. The maximum amount the employer may receive is the amount of wages the employee would earn in the notice period. For example, if an employee must give the employer one week's written notice, but quits without notice, then the employer may make a claim on unpaid wages equal to one week's pay.

To claim the employee's unpaid wages the employer must be able to show that he or she lost money or had **extra** costs because of the employee quitting without notice. As an example, this loss or costs may be the cost of paying employees overtime to finish work.

Six Months Limitation Period

An employer must make a complaint with the Labour Standards Division within 6 months of the employee quitting without notice in order to pursue a claim to withhold pay under the Labour Standards Code.

Professions Not Covered

People employed in certain jobs do not have to give notice that they are quitting their jobs. These people include:

- people employed in the construction industry
- real estate and automobile salespersons
- commissioned salespersons who work outside the employer's place of business, except those on established routes
- anyone who works on fishing boats
- anyone in a union with a collective agreement in force
- people employed in a private home by the householder to provide domestic service for a member of the employee's immediate family or for 24 hours or less per week
- anyone who does domestic service for or gives personal care to an immediate family member in a private home and is working for the householder
- anyone who does domestic service for or gives personal care in a private home and is working for the householder for 24 hours or less per week

Protecting Pay

One of the most common complaints filed with the Labour Standards Division is protection of an employee's pay.

The Labour Standards Code says that:

- employees must be paid for their work
- employees must be paid their wages at least two times each month
- employees must be paid within five working days after the end of the pay period

When an Employee Is Not at Work to Receive Pay

If an employee is not at work when he/she would normally be paid, or is not paid for any other reason, then that employee must be paid when he/she asks for it at any time during regular working hours.

Forms of Wages

Employers must pay wages in Canadian money by cheque or cash or demand for payment drawn upon a chartered bank, credit union, trust company, or any company insured under the Canada Deposit Insurance Corporation Act by direct deposit.

Six Months Limitation Period

An employee must make a complaint with the Labour Standards Division for unpaid pay within 6 months of the pay being owed.

When Labour Standards Will Not Take a Complaint

The Labour Standards Division will not take a complaint about unpaid pay if the employee has sued the employer in court for the pay. If the employee belongs to a union that has a collective agreement and could file a grievance for unpaid wages, the employee cannot complain through the Labour Standards Division.

Deductions from Pay

Employers make deductions from pay for various reasons. Often these deductions are lawful, but sometimes they are not.

Lawful Deductions

Lawful deductions include:

- Statutory deductions (income tax, CPP, EI)
- Court ordered deductions (for example, garnishment)
- Those that provide a benefit to employees (for example, health plans)
- Charges for board and lodging as authorized by the Minimum Wage Orders
- Recovery of pay advances, overpayments
- Deductions for employee purchases from the employer's business on account, if there is a clear agreement between the employee and the employer that these can be deducted
- Deductions for dry cleaning of woolen or other heavy material uniforms

These deductions can be made even if they bring the employee's wages below the minimum wage.

Other Deductions

Some employers make deductions from employees' pay for losses, shortages, damage, etc. Also, some employers may make deductions for employee debts that are not for purchases on account. These deductions:

- must not take the employee's gross wages below minimum wage
- must be authorized by a clear agreement between the employer and the employee. Deductions are authorized by the employee when there is a written agreement or

when the employee has acted in a way that shows he/she accepts the deduction. We recommend that employers use written authorizations for all such deductions

- if the deduction is for losses incurred while the employee is working, it must be supported by a **written authorization** by the employee. The authorization should be made in advance, ideally when the employee is hired. Authorizations made after the loss occurs will be open to challenge. The authorization should specify the kind and amount of deductions that will be made. It should be dated and signed by the employee
- if the deduction is for losses caused by customers leaving the employer's business without paying for the purchase of goods or services, the employer must be able to show that the loss is the fault of the employee

Recovery of Recruitment Costs

Individuals and employers who recruit workers for employment in Nova Scotia cannot charge the workers, including foreign workers, a fee for recruitment related services. Employers cannot make deductions, directly or indirectly, from any employees' pay to cover the costs of recruiting.

Minimum Wage

What the Minimum Wage Order Does

First, the General Minimum Wage Order sets wage rates. A wage rate is the amount of money an employer pays an employee for each hour of work. The General Minimum Wage Order sets the minimum wage rate, which is the least amount of money an employer must pay an employee for each hour of work.

In Nova Scotia there are two wage rates, one for experienced employees and one for inexperienced employees. An experienced employee has done a kind of work for at least three calendar months or worked for the same employer for at least three calendar months. An inexperienced employee has done a kind of work for less than three calendar months.

Second, the General Minimum Wage Order sets employment standards for the following:

- overtime, for some groups
- partial hours
- being called into work at times other than scheduled working hours
- employees waiting for work on the owner's premises
- piecework
- the cost of uniforms
- the cost of board, lodging, and meals

The New Minimum Wage Rate

Starting April 1, 2013, employers must pay experienced employees at least \$10.30 per hour. They must pay inexperienced employees at least \$9.80 for each hour of work. The minimum wage rate applies to a work week of 48 hours or less.

Overtime

The General Minimum Wage Order contains some overtime requirements for some groups. Overtime is also addressed in the Code and other special minimum wage orders. For more information see the "Overtime" insert.

Partial Hours

An employer who pays minimum wage and who pays employees by the hour must round up parts of hours worked over 15 minutes. If an employee works for between 15 and 30 minutes, the employer must pay for one half-hour (or for 30 minutes). If the employee works for between 31 and 60 minutes, the employer must pay the employee for one full hour (or for 60 minutes).

Here are some examples:

- an employee who works for 7 hours and 20 minutes must be paid for at least 7 1/2 hours
- an employee who works for 7 hours and 40 minutes must be paid for at least 8 hours

Even if the employee is paid more than minimum wage, the amount paid for partial hours cannot be less than the amount that would have been paid for the day at minimum wage. For example, if an employee works for 2.25 hours at \$10.35, his/her wage would be \$23.29. If he/she worked at minimum wage (currently \$10.30/hour), he/she would earn \$25.75 (2.5 x \$10.30) because the employer would have to pay the employee for 2.5 hours. He/she is, therefore, owed an additional \$2.46 for this day (\$25.75 - \$23.29).

Call In

If you are an employee and you are called in to work outside your regular work hours, your employer must pay you for at least three hours of work at the minimum wage rate, that is, at least \$30.90 (\$10.30 x 3 hours). This is true even if you work only one or two hours. For example, if you make \$12 per hour and you are called in for one hour's work, your employer must pay you at least \$30.90.

Waiting for Work

Employees must be paid at least minimum wage for all time spent at the workplace, at the request of the employer, waiting to perform work.

For example an employee who works at a restaurant is told by the supervisor to be at work by 8:00 am. The employee arrives at work at 8:00 am but does not actually start performing work until 9:00 am when the restaurant starts to get busy. The employee works serving tables from 9:00 am to 1:00 pm and then leaves for the day. In this situation, the employee would be entitled to pay at the minimum wage rate for the time he/she spent waiting for work from 8:00 am to 9:00 am. He/she would be entitled to his/her regular rate of pay for those hours worked between 9:00 am and 1:00 pm.

Piecework

Many employers in Nova Scotia pay employees by the amount they produce and not by the hour. This arrangement is called "piecework." The Minimum Wage Order says that an employer cannot pay an employee less for piecework than that employee would have earned at the minimum wage for the number of hours worked. This does not apply to employees employed on a farm whose work is directly related to harvesting fruit, vegetables and tobacco.

For example, an employee is paid \$7 for each hat he/she sews. During a one-week period the employee produces 40 hats. The employee is entitled to be paid: \$7 per hat x 40 hats, or \$280.00.

To produce the 40 hats, the employee worked 30 hours. At the minimum wage the employee would have earned \$309.00 (\$10.30 x 30 hours of work).

The employee is entitled to be paid at least the same as if he/she was being paid the minimum wage for each hour worked. He/she is, therefore, owed an additional \$29.00 (\$309.00 - \$280.00).

Deductions for Uniforms

If you are an employer whose employees wear uniforms, aprons, or smocks, you may not take the cost of the uniform from the employees' wages if doing so will take their hourly rate below the minimum wage.

For example, if an employee works 30 hours each week earning \$10.50 per hour then the employee earns \$315.00 (\$10.50 x 30) each week. If the employer takes \$20 off the weekly pay for a uniform, then the employee will have earned \$295.00 that week, or \$9.83 per hour (\$295.00 ÷ 30). Since \$9.83 per hour is below the minimum wage, the employer cannot take that much from the employee's wages for the cost of the uniform.

The employer may take from the employee's wages the cost of dry cleaning a uniform that is made of wool or a heavy material. The employer may do this even if the employee's wages then fall below minimum wage.

Board and Lodging

The Minimum Wage Order tells employers how much they can take from an employee's minimum wage for board and lodging that the employer provides. These amounts are as follows:

For board and lodging, for each week: \$68.20

For board only for each week: \$55.55

For lodging only for each week: \$15.45

For a single meal: \$3.65

An employer cannot charge an employee for a meal not received.

Who Is Not Covered by the General Minimum Wage Order

- certain farm workers
- apprentices employed under the terms of an apprenticeship agreement under the Apprenticeship and Trades Qualifications Act
- anyone receiving training under government sponsored and government-approved plans
- anyone employed at a non-profit playground or summer camp
- real estate and car salespeople
- commissioned salespeople who work outside the employer's premises, but not those on established routes
- insurance agents licensed under the Insurance Act
- anyone working on a fishing boat
- anyone who comes under the Minimum Wage Orders concerning Logging and Forest Operations and Construction and Property Maintenance
- anyone who does domestic service for or gives personal care to an immediate family member in a private home and is working for the householder
- anyone who does domestic service for or gives personal care in a private home and is working for the householder for 24 hours or less per week

Overtime

The general rule for overtime is that employees are entitled to receive 1½ times **their regular wage** for each hour worked after 48 in a week.

For example, if an employee makes \$10.00 per hour, that employee would make \$15.00 per hour for every hour worked over 48 hours.

These rules also apply to some salaried workers. Certain industries are characterized by irregular working hours and conditions and do not follow the general rule. Some have special rules about overtime and some others are not covered by overtime.

Special Rules

Some groups of workers have special rules to deal with overtime, called wage orders. The jobs covered by these wage orders are listed below.

General Minimum Wage Order

Overtime is based on minimum wage

The following groups of workers receive overtime at 1½ times **the minimum wage** after 48 hours worked in a week:

- oil and gas workers (but not those in retail)
- managers, supervisors, and employees employed in a confidential capacity
- transport (this group can average over 96 hours in two weeks)
- primary fish and agricultural processors (but not meat)
- flat-rate auto mechanics/auto body technicians
- some types of professionals and their trainees
- IT professionals (but not employees who provide basic operational/technical support)

- shipbuilders and related workers (but not those in retail)

Construction and Property Maintenance Minimum Wage Order

The following groups of workers receive 1½ times their regular wage **after 110 hours worked over a two week period:**

- those constructing, restoring or maintaining roads, streets, sidewalks, structures or bridges (except municipal)
- those doing paving of all sorts
- water and sewer installers
- landscapers and snow removal workers
- saw mill workers
- metal fabricators and machine shop workers

For example, these workers could work 60 hours one week and 50 hours the following week without earning overtime because the combined hours do not exceed 110.

Workers Not Covered by Overtime Rules

The following groups of workers are not covered by overtime rules:

- most farm workers
- apprentices employed under the terms of an apprenticeship agreement under the Apprenticeship and Trades Qualifications Act
- anyone receiving training under government sponsored and government approved plans
- anyone employed at a non-profit playground or summer camp
- real estate and car salespeople

- commissioned salespeople who work outside the employer's premises, but not those on established routes
- insurance agents licensed under the Insurance Act
- anyone working on a fishing boat
- anyone who does domestic service for or gives personal care to an immediate family member in a private home and is working for the householder
- anyone who does domestic service for or gives personal care in a private home and is working for the householder for 24 hours or less per week
- those in the logging and forest industry
- live-in health care and live-in personal care providers
- janitors and building superintendents in buildings that include their residence

Retail Closing Days and the Right to Refuse to Work

Retail Closing Days

Some retail businesses are not allowed to open on certain days of the year. These days are:

New Years Day	Good Friday
Easter Sunday	Canada Day
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day

The Right to Refuse to Work

The Labour Standards Code gives employees of these retail businesses the right to refuse to work on the closing days listed above. For example, if a retail business were to schedule an employee to stock shelves while the business was closed on New Years Day, the employee could refuse to work on that day.

The Labour Standards Code also gives employees of these same retail businesses the right to refuse to work on Sundays.

Employees who have agreed to work on Sundays or closing days must give their employer seven days notice of their intent not to work on Sundays or closing days in general or on a particular Sunday or closing day. If an employer provides an employee with less than seven days notice that the employee is scheduled to work on a Sunday or closing day, the employee must notify the employer of his/her intent not to work that day, within two days of being informed of the schedule.

Employees who have the right to refuse to work are protected against retaliation and can be reinstated to their job with back pay if they are fired because they refused to work on Sundays or closing days.

Exceptions

Retail businesses that are not required to close and whose employees do not have the right to refuse to work on closing days and Sundays include:

- grocery stores that at no time operate in an area greater than 4000 square feet. Note: if two or more stores selling groceries are owned by related persons and are in the same building or are adjacent or in close proximity to one another, they are considered to be one store for the purposes of determining whether the store must close and whether employees have the right to refuse to work
- drug stores if they do not have more than 2000 square feet dedicated to food items, are not larger than 20,000 square feet in total, and are not in a department store
- farm sales of agricultural products
- Christmas tree sales
- retail gas stations (motor vehicle service stations)
- restaurants, bars, taverns etc., and tourism/hotel services
- confectionary stores
- stores selling handicrafts and souvenirs to tourists
- canteens
- fruit and vegetable stands selling local produce
- flea markets and rummage sales
- retail fish stores
- laundromats
- billiard and pool halls
- video or DVD rental places
- modular (prefabricated) home sales
- nursery and plant stores
- the sale of books, newspapers, magazines
- antique stores

- art galleries
- used clothing stores
- private clubs, veterans and other clubs, but not clubs set up for the purpose of retail sales
- public games for gain and reward
- public performances, cinemas
- excursions
- car rental and boat rental operations
- buses, trains and other modes of transportation
- ferry operations
- telephone and telegraph operations
- broadcasting
- newspaper publication
- retail businesses providing goods and services on an emergency basis

Note: The right to refuse to work on closing days and on Sundays does not apply to employees who work under a collective agreement.

Remembrance Day

Remembrance Day has different closing rules. Generally, retail businesses are required to close on Remembrance Day, with the following exceptions

- drug stores, except those in department stores
- service stations
- the hospitality industry
- stores with no more than three persons at any one time operating them
- the operation of a bakery for the baking of products for sale on the next day
- broadcasting
- other retail businesses can remain open until 6am on Remembrance Day to finish a regular shift that started the previous day or to begin, after 9:00pm on Remembrance Day, a regular shift that continues into the following day

The Labour Standards Code does not give employees the right to refuse to work on Remembrance Day.

The Nova Scotia Department of Justice is responsible for enforcing the rules regarding businesses being required to close on Remembrance Day.

Foreign Worker Recruitment and Employment

The *Labour Standards Code* provides employment protections for most employees in Nova Scotia. Some of the protections are specific to foreign workers who are especially vulnerable to unscrupulous recruitment and hiring practices. Below is information on Labour Standards rules being put in place to protect foreign workers.

Who is considered a foreign worker

A foreign worker is a person who is not a Canadian citizen or a permanent resident within the meaning of the federal Immigration and Refugee Protection Act and who is recruited to become employed in Nova Scotia.

Recruiter Licencing and Employer Registration

As of May 1, 2013, individuals who wish to provide foreign worker recruitment-related services in Nova Scotia must be licenced with Labour Standards.

If an employer wants to use a third party recruiter to hire foreign workers, as of May 1, 2013, the employer must use a recruiter who is licenced. A list of licenced recruiters is available on the Labour Standards website.

Employers do not need to be licensed to recruit foreign workers to work for their business, but after August 1, 2013 they will need to be registered with Labour Standards to recruit and hire foreign workers for their business. Employers who wish to recruit and hire foreign workers for employment can start applying for a registration certificate on May 1, 2013.

Changes to Terms and Conditions of Employment

Employers cannot eliminate or reduce a foreign worker's wages, benefits or other terms or conditions of employment (e.g., hours). Also, a foreign worker cannot agree to an elimination or reduction in wages, benefits or other terms or conditions of employment. There are narrow exceptions to this rule.

Withholding of Property

Employers and recruiters cannot keep or hold a foreign worker's property (eg. passport, work permit).

Recovery of Recruitment Costs

Recruiters cannot charge workers a fee for recruitment-related services. Employers cannot make deductions, directly or indirectly, from workers' pay to cover the costs of recruiting. These rules apply to all workers, including foreign workers.

Records

Employers must keep employment records of all employees, including foreign workers. Employers must also keep records related to the recruitment of employees. These records must be kept for at least three (3) years after the work has been performed. Recruiters must keep records related to the recruitment of foreign workers for at least three (3) years after performing recruitment services.

Overview

As an employer in Nova Scotia you will have to meet the Labour Standards Code and Regulations.

To help you do so, you are being provided with a copy of the Guide to the Labour Standards Code of Nova Scotia.

If you need more information you can contact the Labour Standards Office:

Nova Scotia Labour and
Advanced Education
PO Box 697
5151 Terminal Road
Halifax, NS B3J 2T8

Phone: (902) 424-4311
Toll Free in NS: (888) 316-0110
Fax: (902) 424-0648
Email: labrstd@gove.ns.ca

As an employer you will have to do the following to meet Canada Revenue Agency (CRA) regulations:

1. Apply for a Canada Revenue Agency Business Number (BN).

- If you have Internet access you can download the form at:
<http://www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/menu-eng.html>
Your BN should be assigned immediately.
- You can phone 1-800-959-5525 or TTY 1 800 665-3054 and ask for a Business Number application.
- You can also write to CRA and ask that a Request for Business Number Application form be mailed to you. There are two office locations to serve you. The addresses are as follows:

Halifax Tax Service Office
Ralston Building
1557 Hollis St.
PO Box 638
Halifax, N.S., B3J 2T5

Sydney Tax Services Office
47 Dorchester St.
PO Box 1300
Sydney, NS B1P 6K3

For more information on the Business number you can obtain the pamphlet ***The Guide for Canadian Small Business (RC4070)*** from any of the above sources or on the website: <http://www.cra-arc.gc.ca/E/pub/tg/rc4070/rc4070-11e.pdf>

2. Obtain each employee’s correct Social Insurance Number (SIN), or document your requests to get it.

If your caregiver does not have a SIN, you must tell him/her to contact their local Service Canada office within three days of starting work, in order to apply for one.

- ◆ If you have Internet access you can download and print the form for completion at: <http://www.servicecanada.gc.ca/eng/sc/sin/index.shtml>
- ◆ You can also telephone 1-800-206-7218 and select option “3”.
- ◆ Or write to Service Canada requesting an Application form be mailed - at:

Service Canada
Social Insurance Registration
PO Box 7000
Bathurst, NB E2A 4T1

3. Ensure each employee is legally allowed to work in Canada.

Under Canada’s Immigration Act, the following persons only are allowed to work in Canada

- ◆ Canadian Citizens
- ◆ Permanent Residents
- ◆ Persons who have a work permit.

If you choose a caregiver who is not a Canadian citizen or a permanent resident, you must ensure that his/her Social Insurance Number (SIN) begins with a “9” and has not expired and that s/he has a valid authorization from Citizenship and Immigration Canada that states s/he will work only for you.

Hiring someone who is not allowed to work in Canada could lead to penalties under the Immigration Act.

4. Withheld Income Tax, Canada Pension Plan (CPP) and Employment Insurance (EI) contributions from your caregiver’s gross wages.

Once you have applied for a Business Number, you will receive some information on how to calculate these deductions.

You can use the Payroll Deductions Tables (T4032), available in various formats located at the following website:

<http://www.cra-arc.gc.ca/E/pub/tg/t4032ns/README.html>

You may also want to obtain pamphlet T4001, the ***Employers' Guide: Payroll Deductions (Basic Information)***

<http://www.cra-arc.gc.ca/E/pub/tg/t4001/t4001-e.html>

You will also need each new caregiver to complete the ***TD1 (Personal Tax Credits Return)*** Form to help determine how much federal income tax to deduct as well as the ***TD1NS (Nova Scotia Personal Tax Credits Return)*** that determines provincial tax.

<http://www.cra-arc.gc.ca/formspubs/frms/td1-eng.html>

5. **Remit the withheld amounts as well as your (employer's) share of CPP and EI premiums to Revenue Canada.**

For more information obtain a copy of the CRA guide ***Remitting Payroll Deductions.***

<http://www.cra-arc.gc.ca/tx/bsnss/tpcs/pyrll/pymnts/menu-eng.html>

It is important to note that Revenue Canada can charge interest on any late payments. If you fail to deduct or remit the proper amounts to Revenue Canada this could result in penalties from CRA, prosecution or even imprisonment.

6. **Report your Caregiver's income and deductions on the appropriate information return by the end of February of the following year for Revenue Canada.**

For more information see the CRA guide ***Filing the T4 Slip and Summary Form.*** Provide your caregiver with copies of their T4 slips by the end of February of the following year.

7. **Complete a Record of Employment (ROE) when your caregiver stops working for you.**

You must complete this form when the caregiver leaves because his/her term with you is over or because of adoption leave, dismissal, illness, injury, layoff, leave without pay or pregnancy.

See the Service Canada's guide called *How to Complete the Record of Employment (ROE) Form.*

<http://www.servicecanada.gc.ca/eng/ei/publications/roeguide.pdf>

8. Keep books and records of all CPP, EI and Income tax deductions made. THESE BOOKS AND RECORDS MUST BE KEPT FOR AT LEAST SIX YEARS.

It is therefore recommended that you make back-up records every two to three months and keep them in an alternate location (e.g. a safety deposit box).

If you want to destroy these records before six years, you must first get written permission from the CRA.

As a Self-Managed Care employer, Continuing Care will require you to apply for WCB (Workers' Compensation Board) Coverage for your caregiver(s).

For information phone 1 800 870 3331 or write:

Workers' Compensation Board
Main Office (Halifax)
5668 South Street
P.O. Box 1150
Halifax, N.S. B3J 2Y2

Website: www.wcb.ns.ca

WCB will want your full legal name, address and phone number when you apply. You will also need to know how much your gross payroll will be. WCB will then provide coverage from the date of the initial request until the end of December.

Depending on how large your payroll is, you will pay WCB in monthly or quarterly installments depending on the size of the payroll. For convenience, you may wish to make your payments at the same frequency that you also make to the Canada Revenue Agency for employee deductions.

At year-end (December) you will need to send in confirmation of that year's payroll to WCB. They will then notify you as to whether you owe any additional funds or you will receive a refund.

Continuing Care will also recommend that you list each caregiver on your Home Insurance Policy as a residence employee.

You will need to contact your insurance company as soon as possible after each staff change to make sure your coverage is up to date. Do so in writing whenever possible (dating each change). Keep your own copy of all documents sent to the insurance company re: staff changes.

Listing your staff as “residence employees” will make them part of “You and Yours” on your insurance policy. This will protect you from any claims if your staff is injured while working for you in your home.

1. Bank Account

You are required to open a bank account specifically for Self-Managed Care monies.

Once you have been advised of your start date for Self-Managed Care, you must open an account in your name. It must be an account that provides monthly statements and cannot be accessed by an automatic banking machine or banking card. You must also provide a “VOID” cheque to Continuing Care to start the automatic deposit process.

2. Record Keeping

You will need to maintain and keep all pertinent records regarding your Self-Managed Care contract.

These records will include the following:

- ◆ Original receipts
- ◆ Employment records
- ◆ Original contracts
- ◆ Cancelled cheques
- ◆ Bank statements
- ◆ Documentation of all support services received (e.g. payroll records and Employee’s time sheets)

You will need to make these records available to Continuing Care at the following times:

- ◆ At the initial two month review
- ◆ Quarterly thereafter
- ◆ Annually (as part of Reconciliation B)
- ◆ Within 30 days of the termination of the Self-Managed Care Agreement (as part of Reconciliation C)
- ◆ At any other time if requested by Continuing Care

For more information, see your Self-Managed Care Agreement in Tab 6.

3. **Criminal Record Check**

Before hiring anyone it is recommended that you request from your prospective caregiver a Criminal History Check from the local Police.

Your prospective employee will need to apply in person at the local police address. S/he will need one piece of government issued picture ID (e.g. driver's license, passport or record of citizenship) plus one other type of government issued ID (e.g. birth certificate, Social Insurance Number or NS Health Card).

It will probably take seven to ten working days for the police to process the application. The caregiver will cover the fee associated with this request.

4. **Hiring a Caregiver**

You are not allowed to hire someone who is closely related to you. Notify your Care Coordinator who will then review your situation with Continuing Care Administration.

The following relations cannot be hired:

- ◆ Spouse / Partner
- ◆ Parents / Grandparents
- ◆ Children (by birth or adoption) / Grandchildren
- ◆ Siblings
- ◆ In-laws
- ◆ Aunts / Uncles
- ◆ Nieces / Nephews
- ◆ Other relatives living in the same household

5. **Notifying Continuing Care**

You are required to notify Continuing Care within 24 hours of the following:

- ◆ Hospitalization
- ◆ Admittance to a long term care
- ◆ Significant change in your health status
- ◆ When you will be away from home for more than 4 days
- ◆ When there has been no paid caregiver for more than 30 days

You should notify your Care Coordinator.

6. Emergency Back Up Plan

You are required to develop an emergency plan in case your regularly scheduled caregiver is unable to work for you.

This back up plan can include casual caregivers as well as family members and friends who would be willing and able to care for you if necessary. You can also use agencies.

Your Care Coordinator should not be part of your back up plan as there is little s/he will be able to do for you in terms of finding a last minute caregiver.

It is important that you develop a backup plan as soon as you are on the Self-Managed Care program. If your staff is reliable, you may not need to use your contingency plan very often. However, if your staff become ill or have to deal with an emergency situation in their own lives, then you may need to use your back up plan.

Self-Managed Support-Care Agreement

(“hereinafter and commonly referred to as the “Self-Managed Care Agreement”)

THIS AGREEMENT BETWEEN:

HER MAJESTY THE QUEEN in the right of the Province of Nova Scotia, represented in this behalf by the Department of Health and Wellness, Continuing Care Branch, (hereinafter referred to as the “Department of Health and Wellness”)

OF THE FIRST PART

- And –

District Health Authority, Continuing Care, (hereinafter referred to as the “District Health Authority”)

OF THE SECOND PART

- And –

(hereinafter referred to as the “Client”)

OF THE THIRD PART

- And –

(hereinafter referred to as the “Care Manager”)

OF THE FOURTH PART

WHEREAS the Department of Health and Wellness wishes to provide funding to individuals so that they may directly purchase Support Services with or without the assistance of a Care Manager as designated by the Client.

WITNESSETH that in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1.0 DEFINITIONS

Administration: Any task associated with administering a payroll, Employee deductions, remittances to government (federal, provincial or municipal), and keeping of the records required by the Self-Managed Care Agreement.

Applicant: A person who applies to the District Health Authority for Self-Managed Care services.

Approved Care Plan: A Care Plan that has been approved by the District Health Authority and approved for funding by the Department of Health and Wellness.

Approved Setting: Settings approved by the District Health Authority where Support Services are delivered; may include the Client's home and/or residence or a location where the Client attends for volunteer, social, educational or employment purposes.

Assessed Needs: The Applicant's requirements for Support Services, as determined by a Continuing Care assessment and outlined in a Care Plan.

Care Manager: An unpaid individual who is appointed by the Client to manage, on behalf of the Client, the Client's care and/or manage the administrative aspects of the Client's participation in Self-Managed Care services.

Care Plan: A document completed by the Client, in conjunction with the Continuing Care Coordinator, identifying the Client's assessed needs, Support Services being requested, and the anticipated health outcomes of the provision of those services.

Care Provider: A person hired as an Employee, by the Client or the Care Manager, to provide the funded Support Services.

Case Management: The process of providing assessment, coordination, monitoring, follow-up and evaluation of services provided by and through the District Health Authority. This process involves the Client and their support network, Care Coordinator and Care Manager.

Care Coordinator: A person employed by the District Health Authority who is responsible for assessments, referrals, service planning, resource allocation and Case Management of Clients.

Client: An Applicant who has been approved to receive Self-Managed Care services funding, is the direct recipient of the funded Support Services, and employs their Care Provider(s) and who, for the purposes of this Agreement, is

Name: _____

Address: _____

Employee: Qualified Care Provider paid (including statutory benefits) by the Client to provide the Support Services as articulated in the Approved Care Plan.

Family Members: Relations through blood, marriage or adoption and other relatives living in the same household as the client. Family members include: spouses or partners living together in a spousal relationship; parents, parents, step-parents and adoptive parents; grandparents, step-grandparents and adoptive grandparents; children, step-children and adopted children; grand-children, step-grandchildren and adopted grandchildren; step-siblings and adopted siblings; aunts and uncles (including step-aunts and step-uncles); parents-in-law, sons/daughters-in-law and brothers/sisters-in-law; nephews and nieces.

Fiscal Year: The period covering April 1st of one year to March 31st of the next year.

Home Support: Services that assist Clients with homemaking in their own homes and includes light housekeeping, meal preparation and laundry.

Personal Care: Those services that assist the Client with hygiene, toileting, dressing, undressing, feeding and mobility.

Self-Managed Care Agreement: The contract between the Department of Health and Wellness, the District Health Authority, the Client and the Care Manager (if applicable) which governs the terms and conditions of the funding.

Self-Managed Care: A service option through which funds are provided to a Client in the community to directly employ a Care Provider(s) to deliver Support Services as articulated in an approved care plan. Self-Managed Care services are authorized by the District Health Authority and funded by the Department of Health and Wellness.

Support Services: Assistance with the routine activities of living, as determined by the Continuing Care assessment and provided by a person hired by the Client or Care Manager. This may include assistance with Personal Care activities and Home Support activities necessary to maintain hygiene and safety in the home.

2.0 TERM OF AGREEMENT

2.1 This Agreement comes into effect on _____ (the “Commencement Date”) and shall continue in full force and effect thereafter from year to year, unless terminated under Section 11.0.

3.0 PAYMENT

- 3.1 All payments by the Department of Health and Wellness under this Agreement are subject to, and conditional upon, the funds required for this Agreement being duly appropriated by the Legislative Assembly of Nova Scotia for the Fiscal Year in which the payments are to be made.
- 3.2 All payments to the Client or Care Manager shall be for expenditures that are pre-approved by the District Health Authority as part of the Client's Approved Care Plan and which shall be arranged for, obtained, coordinated and managed by the Client or the Care Manager.
- 3.3 The funds provided by the Department of Health and Wellness to the Client or Care Manager shall be an amount based on the Approved Care Plan as determined by the District Health Authority and shall be paid in accordance with the terms and conditions set out in the document entitled "Self-Managed Care Funding Payable to the Client" and attached hereto as Appendix "A", which is incorporated into and forms part of this Agreement.
- 3.4 The amount, terms and conditions set forth in Appendix "A" may be changed by the Department of Health and Wellness from time to time and in accordance with changes to the approved Care Plan, as determined by the District Health Authority. The Client or Care Manager will be provided with thirty (30) days written notice of the intended change or changes. Any change to Appendix "A" shall be deemed to automatically form part of Appendix "A".
- 3.5 The Client or Care Manager shall manage the funds provided to pay for the Approved Care Plan. If a surplus of funds should accumulate with the Client over the Fiscal Year, the Department of Health and Wellness will make an adjustment at the end of the Fiscal Year to leave only a surplus amount equal to the amount of funds provided to the Client or Care Manager for one month. This amount shall be applied to services in the next Fiscal Year.
- 3.6 The Client (or the Client and the Care Manager) shall open a separate account with a bank or other financial institution located in the Province of Nova Scotia to deposit all funds paid hereunder by the Department of Health and Wellness. The Client or the Care Manager, whatever the case may be, shall disburse from such account all payments for services properly incurred and the required remittances therefrom to the relevant government authority as and when they become due.
- 3.7 All funds provided under this Agreement shall be used only to purchase and pay for Support Services in accordance with the Approved Care Plan of the Client. A portion of the Client's Self-Managed Care funding, up to a maximum of \$100 per month, may be used for bookkeeping fees resulting from the Client's participation in the Self-Managed Care program.

- 3.8 Monthly service cost calculations for Support Services shall include the cost of all Continuing Care services provided to the Client for home care, except for costs associated with Home Oxygen Services, nursing services through the Home Care Program, Personal Alert Assistance and Caregiver Benefit.
- 3.9 The account into which the funds for Self-Managed Care are transferred for Administration by the Client/Care Manager shall not be accessed by an automatic banking machine or banking card.
- 3.10 The client shall submit financial statements to the District Health Authority in the format and at the frequency indicated in the Self-Managed Care Policy and the Self-Managed Care Agreement.

4.0 RESPONSIBILITIES OF THE CLIENT/CARE MANAGER

- 4.1 The Client is responsible for:
 - 4.1.1 Accepting the risk inherent in and associated with the self-management of Support Services and liability issues for Self-Managed Care services;
 - 4.1.2 Delegating a Care Manager, if desired by the Client. The Client must ensure that if a Care Manager is delegated, he/she is at least 19 years of age and is adequately trained and qualified to manage the care, administrative and/or financial requirements of Self-Managed Care Services on behalf of the Client.
- 4.2 The Care Manager, appointed by the Client, is responsible to:
 - 4.2.1 Act on behalf of the Self-Managed Care Client;
 - 4.2.2 Manage the care of the Client and fulfill the financial/administrative requirements of Self-Managed Care as they relate to the Client; and
 - 4.2.3 Fulfill the duties outlined under sections 3.3 and 3.4 of the Self-Managed Care Policy and the terms of the Self-Managed Care Agreement.
- 4.3 During the term of this Agreement, the Client or the Care Manager, as the case may be, shall be solely responsible for arranging for, obtaining, coordinating, and managing the required Support Services in accordance with the Approved Care Plan of the Client.
- 4.4 Without limiting the generality of the foregoing, the Client or the Care Manager, as the case may be, understands and agrees that he/she is responsible for:
 - 4.4.1 recruiting, screening, interviewing and hiring the required Care Provider(s);
 - 4.4.2 ensuring that the Care Provider(s) selected is adequately trained and qualified to provide the Support Services in accordance with the Client's Approved Care Plan;

- 4.4.3 establishing and retaining proof of the qualifications of the Care Provider(s) hired and monitoring and reporting on (as required) the quality of the care provided (in relation to meeting the health outcomes as articulated in the Approved Care Plan);
- 4.4.4 providing initial and ongoing training, supervision and direction for Care Providers and terminating Care Providers, as appropriate;
- 4.4.5 ensuring compliance with the Self-Managed Support-care Act, the Self-Managed Care Policy and the Self-Managed Care Agreement;
- 4.4.6 accepting case management services from the District Health Authority;
- 4.4.7 providing the District Health Authority with information regarding the Care Manager, as requested, if applicable;
- 4.4.8 negotiating appropriate terms and conditions of employment with the Care Provider(s) selected;
- 4.4.9 paying the salary and any required benefits of the Care Provider(s) providing the Support Services;
- 4.4.10 making any deductions, required by law, from the salary of the Care Provider(s);
- 4.4.11 registering and enrolling for coverage with the Workers' Compensation Board;
- 4.4.12 registering with the Canada Revenue Agency as required by status as an employer;
- 4.4.13 complying with any applicable employment and labour laws, and occupational health and safety laws including (without limitation) laws relating to wages, hours of employment, vacation time and occupational health and safety;
- 4.4.14 ensuring that an emergency back-up service plan is in place and that such emergency services are available to the Client as required. The use of other programs and services funded by the Department of Health and Wellness, Continuing Care Branch, as the back-up service plan is not permitted. This includes, but is not limited to, the Home Care Program;
- 4.4.15 maintaining and keeping all records related to the Self-Managed Care funds received including, but not limited to: bank statements establishing all deposits and payments; cancelled cheques; original receipts; time sheets and invoices; records of the dates and number of hours of service provided; proof of payment to the Care Provider(s); and employment records;
- 4.4.16 completing a financial reconciliation report, prepared in accordance with "Appendix C", "Self-Managed Care Financial Reconciliation Report", which is

incorporated into and forms a part of this Agreement, within ninety (90) days of the commencement date of this Agreement, at the first calendar date from the following: March 31st, June 30th, September 30th, and December 31st, and thereafter on an ongoing basis following the same sequence of dates, and return completed interim reports to the District Health Authority; and

4.4.17 within thirty (30) days of the termination of this Agreement, submitting:

- i. a Self-Managed Care Financial Reconciliation Report, prepared in accordance with Appendix C.
- ii. a final reconciliation report, prepared in accordance with Appendix “D,” “Self-Managed Care Final Financial Report and Reconciliation” attached hereto and forming part of this Agreement; and
- iii. a cheque or money order, made payable to DHW FINANCE DEPT – CONTINUING CARE, ACCOUNTS PAYABLE, for any funds not expended by the Client for the provision of Support Services.

4.5 The Client or Care Manager shall ensure the Care Coordinator is advised of any of the following circumstances no later than 24 hours after it occurs:

- 4.5.1 the Client is admitted to an acute care facility;
- 4.5.2 the Client is admitted to a long-term care facility;
- 4.5.3 the Client’s health care status affects Support Services;
- 4.5.4 the Client’s Support Services are interrupted for longer than 14 consecutive days;
- 4.5.5 the Care Manager who signed the Self-Managed Care Agreement will no longer be acting on behalf of the client; or
- 4.5.6 there is a new Care Manager designated by the Client and a new Agreement must be signed

5.0 RESPONSIBILITIES OF THE DISTRICT HEALTH AUTHORITY

5.1 Without limiting the generality of the foregoing, the District Health Authority is responsible to:

- 5.1.1 provide access to Self-Managed Care for eligible residents of Nova Scotia;
- 5.1.2 provide Self-Managed Care services that are compliant with the Self-Managed Support-Care Act, the Self-Managed Care Policy and the Self-Managed Care Agreement established by the Nova Scotia Department of Health and Wellness;

- 5.1.3 assess the eligibility of Applicants for Self-Managed Care services, using standard assessment tools, which have been approved by the Nova Scotia Department of Health and Wellness;
- 5.1.4 determine the Client's obligation to pay Self-Managed Care fees, in accordance with the policy and procedure established by the Nova Scotia Department of Health and Wellness, and to notify the Department of Health and Wellness when the Client's Self-Managed Care funding is to be adjusted accordingly;
- 5.1.5 ensure that all Clients approved for Self-Managed Care are oriented. This includes the identification of financial reporting requirements, the regulatory obligations of employers, the provision of useful contact information, as well as any other requirements related to Self-Managed Care;
- 5.1.6 provide Case Management services for Self-Managed Care Clients;
- 5.1.7 ensure that a legally binding Self-Managed Care Agreement, governing the terms and conditions of funding, is completed for all Clients of the program. The terms of the Self-Managed Care Agreement must include, but are not limited to:
 - i. the amount of the approved funding and a schedule for transfer of funds;
 - ii. Client/Care Manager responsibilities;
 - iii. provisions related to financial accountability and reporting;
 - iv. liability agreement; and,
 - v. terms under which the Agreement can be terminated;
- 5.1.8 establish any district level policies and procedures necessary to support the delivery of Self-Managed Care;
- 5.1.9 notify the Department of Health and Wellness when the Self-Managed Care Agreement/Client funding are to be terminated and also when Client funding is to be temporarily placed on hold, as indicated in the Self-Managed Care Agreement;
- 5.1.10 review Clients' reconciliation reports and other relevant financial documentation to ensure Clients' expenditures are in keeping with their approved care plans;
- 5.1.11 forward Clients' financial statements to the Department of Health and Wellness as requested; and
- 5.1.12 collect and track information regarding Self-Managed Care usage and provide this information to the Department of Health and Wellness as requested.

6.0 RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND WELLNESS

- 6.1 Without limiting the generality of the foregoing, the Department of Health and Wellness is responsible:
- 6.1.1 to establish provincial program policy, congruent with the *Self-Managed Support-care Act*, for the delivery of Self-Managed Care services;
 - 6.1.2 to establish the funding rate for Self-Managed Care and the monthly maximum amount of funding which is available to a Client through Self-Managed Care. The Department of Health and Wellness may revise the funding rate and the monthly funding limit on November 1st of each year;
 - 6.1.3 to set Self-Managed Care service fees and to establish policy and procedures related to the determination and collection of these;
 - 6.1.4 to provide funding directly to the Self-Managed Care Client/Care Manager for authorized Support Services;
 - 6.1.5 to develop accountability measures, performance measurements and reporting requirements that the District Health Authorities are required to meet; and
 - 6.1.6 for auditing reviewed Self-Managed Care Clients and/or Care Managers for compliance with provincial program requirements.

7.0 ADJUSTMENTS OF PAYMENTS

- 7.1 If at any time the Client is hospitalized or, for any other reason, has not required, or does not require, Support Services for any period exceeding one month, the Department of Health and Wellness, in consultation with the District Health Authority, may:
- 7.1.1 make such adjustments to payments otherwise due under this Agreement, as are appropriate, including the Client portion paid towards the cost of Support Services, taking into consideration the services provided and the amount of funds allocated; or
 - 7.1.2 deduct any amount or amounts received by the Client, or Care Manager, for Support Services with respect to such period from future payments; or
 - 7.1.3 require repayment of any amount or amounts, received by the Client or Care Manager for Support Services with respect of such periods.

8.0 CLIENT RECORDS

- 8.1 The client or Care Manager shall ensure that records are kept satisfactory with respect to Support Services. This includes a cheque register, receipts journal,

invoices, Employee time records, copies of Revenue Canada T4 summaries and related T4 slips, bank statements and any other records and documents related to Support Services as may be requested by the District Health Authority and/or the Department of Health and Wellness.

- 8.2 The Client and the Care Manager agree that the District Health Authority and/or the Department of Health and Wellness may inspect and copy all records and documents of the client and/or Care Manager relating to this Agreement. The client and Care Manager agree to provide any clarification requested with respect to these records and documents.
- 8.3 The District Health Authority and/or the Department of Health and Wellness may audit the books and records of the Client relating to this Agreement at any reasonable time and the Client and Care Manager shall cooperate with any auditor appointed by the District Health Authority or the Department of Health and Wellness.
- 8.4 The Client or Care Manager, as the case may be, agrees to provide the District Health Authority and/or the Department of Health and Wellness, as requested and identified, such information and documents as are, in the opinion of the District Health Authority and/or the Department of Health and Wellness, necessary to assist in reviewing and evaluating the effectiveness of this Agreement or Self-Managed Care.

9.0 LIABILITY

- 9.1 The Department of Health and Wellness' obligation under this Agreement is limited solely to providing funding for Self-Managed Care in accordance with the terms and conditions set out in this Agreement.
- 9.2 Without limiting the generality of the foregoing, neither the Department of Health and Wellness nor the District Health Authority shall be liable for:
- 9.2.1 any failure of the Client and/or the Care Manager, as the case may be, to ensure that the Support Services received by the Client are appropriate;
 - 9.2.2 injury (including death) to the Client, Care Manager or any person employed or providing Support Services to the Client, or on behalf of the client, including a Care Manager;
 - 9.2.3 any economic loss suffered by, or damage to, or loss of property of, the Client or any person employed by or providing services to the Client or on behalf of the Client, including a Care Manager; or
 - 9.2.4 any failure on the part of the Client, or the Care Manager, to comply with applicable laws; and
 - 9.2.5 any failure on the part of the client, or the Care Manager appointed by the Client, to make any required deductions or remittances.

10.0 INDEMNIFICATION BY CLIENT AND INSURANCE REQUIREMENTS

- 10.1 The Client shall be solely responsible for those matters set out in Articles 9.2.1 to 9.2.5 and for any act or omission of the Client or any person employed by or providing Support Services to the Client or on behalf of the Client, (including the Care Manager when designated), and shall save harmless and indemnify the District Health Authority and Department of Health and Wellness, their officers, staff and agents from and against all claims, liabilities, and demands arising with respect thereto.
- 10.2 While this agreement is in effect, the Client, and/or Care Manager, shall comply generally with the *Workers' Compensation Act of Nova Scotia* and, in particular, will obtain and maintain coverage under this *Act* of any Employees and will, upon request by the District Health Authority, provide particulars of such coverage.

11.0 TERMINATION

- 11.1 The Department of Health and Wellness, the District Health Authority, the Client or the Care Manager, on behalf of the Client, may terminate this Agreement at any time by giving thirty (30) days' notice, in writing, to the other parties.
- 11.2 In addition to its rights under subsection 11.1 and without restricting any other remedies available, the Department of Health and Wellness and/or the District Health Authority may terminate this Agreement without notice if, in its sole discretion, the Department of Health and Wellness determines that:
- 11.2.1 the Self-Managed Care funds are not being used to purchase the Support Services as set out in Client's Approved Care Plan;
 - 11.2.2 access to Self-Managed Care records is not provided to the Department of Health and Wellness and/or the District Health Authority upon request;
 - 11.2.3 the Client and/or the Care Manager is otherwise in breach of a term or condition of this Agreement; or
 - 11.2.4 the Client is insolvent or has declared bankruptcy pursuant to the *Bankruptcy Act* (Canada).
- 11.3 Upon termination of this Agreement, the Department of Health and Wellness shall be under no obligation to the Client, or the Care Manager, other than to pay, upon receipt of evidence satisfactory to the Department of Health and Wellness, such amounts as may have been incurred by the Client with respect to the Approved Care Plan of the Client up to the date of termination.
- 11.4 The termination of this Agreement does not preclude the Client from receiving other Continuing Care services in accordance with the current guidelines, procedures and policies of the Department of Health and Wellness.

11.5 Upon termination or expiration of this Agreement, any unexpended funds pertaining to the Client's Support Services in the Client's bank account shall be returned to the Department of Health and Wellness.

12.0 PAYMENT OF FAMILY

12.1 Payment of Family Members to provide Support Services to the Client is not permitted, except as may be allowed in accordance with the terms and conditions set out in the document entitled "Self-Managed Care, Approval to Pay Family Members," attached hereto as Appendix "B", which is incorporated into and forms part of this Agreement.

13.0 GENERAL PROVISIONS

13.1 This Agreement does not create the relationship of employer and Employee, or of principal and agent, between the Department of Health and Wellness and the Client or between the Department of Health and Wellness and any person or agency employed by, or providing Support services to the Client or on behalf of the Client, including the Care Manager.

13.2 This Agreement does not create the relationship of employer and Employee, or of principal and agent, between the District Health Authority and the Client or between the District Health Authority and any person or agency employed by, or providing Support Services to the Client or on behalf of the Client, including the Care Manager.

13.3 The Client, or Care Manager, shall not incur any expenses or debts on behalf of, nor make any commitments for, the Department of Health and Wellness or the District Health Authority, outside the terms and conditions of this Agreement.

13.4 The Client, or Care Manager, shall not assign or transfer this Agreement or any of the rights or obligations under this Agreement, with the exception of payroll management services. The Client may appoint a Care Manager in accordance with the terms and conditions set out in the Self-Managed Care Policy.

13.5 Articles 9 and 10 shall survive the termination or expiration of this Agreement.

13.6 Subject to Article 3.4, no amendment or change to, or modification of this Agreement shall be valid unless it is in writing and signed by all parties to this Agreement.

13.7 By entering into this Agreement, the Client and the Care Manager, if there is one, acknowledge that neither of them shall financially benefit, directly or indirectly, through the process of managing the Self-Managed Care funds.

13.8 The Client, and the Care Manager, acknowledge that they have read all of the terms, conditions and provisions of this Agreement and understand all provisions hereof and agree to be bound by them.

14.0 NOTICES

14.1 All notices under this Agreement shall be deemed given and received on the occurrence of one of the following: on delivery if the notice is delivered by hand; or three days after posting the notice if the notice is sent by registered mail, with receipt requested; or to a third party at the address as identified below. Nothing in this section shall prevent notice from being given by any other means.

<p style="text-align: center;">Department of Health and Wellness</p> <p style="text-align: center;"><i>Insert Address</i></p>
--

<p style="text-align: center;">District Health Authority</p> <p style="text-align: center;"><i>Insert Address</i></p>
--

<p style="text-align: center;">Care Manager</p> <p style="text-align: center;"><i>Insert Address</i></p>

<p style="text-align: center;">Client</p> <p style="text-align: center;"><i>Insert Address</i></p>

15.0 GENDER

15.1 The reference to the masculine gender contained herein shall be deemed to include a reference to the feminine gender.

16 GOVERNING LAWS

16.1 The Agreement shall be construed in accordance with the laws of the Province of Nova Scotia.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the last date set out below.

SIGNED, SEALED AND DELIVERED
in the presence of

HER MAJESTY THE QUEEN in right of
the Province of Nova Scotia as
represented in this behalf by the
Department of Health and Wellness

Witness

Name:

Title:

Date

DISTRICT HEALTH AUTHORITY

Witness

Name:
Title:

Date _____

CLIENT

Witness

Name:
Title:

Date _____

CARE MANAGER

Witness

Name:
Title:

Date _____

Alternate Contact Person / Designate (Responsible to notify Financial Services Officer if any changes in Client's status or if Client moves)

Phone Number

Name (Please Print)

APPENDIX "A"

**SELF-MANAGED CARE
FUNDING PAYABLE TO THE CLIENT**

The Department of Health and Wellness will provide funding to the Client on a monthly basis, for the Client to arrange, obtain, coordinate and manage the Support Services that are part of the Approved Care Plan. The **AUTHORIZED MONTHLY PAYMENT**

specified in this Appendix is paid to the Client in advance of the purchase of Support Services for which it is intended.

\$ _____ **CARE PLAN AMOUNT***

Minus \$ _____ **CLIENT FEES****

= \$ _____ **AUTHORIZED MONTHLY PAYMENTS**

The first authorized monthly payment shall be for the month of _____ 20_____

***CARE PLAN AMOUNT:** Attach Proposed Client Care Plan (Signed & Dated)

****CLIENT FEES:** In accordance with the *Self-Managed Care Policy* and based on the information provided during assessment, a Client fee may be assessed for each funded hour of service. Client fees, up to a monthly maximum, are based on income and family size and will be deducted from the Authorized Monthly Payment amount.

APPENDIX "B"

**SELF-MANAGED CARE
APPROVAL TO PAY FAMILY MEMBERS**

This Appendix acknowledges the exemption of the Client from the provisions of the Department of Health and Wellness *Self-Managed Care Policy* which relates to hiring of family as paid Care Providers. This exemption will be reviewed on a quarterly basis by the District Health Authority to determine that there is no other realistic alternative to the hiring of the designated Family Members as paid Care Providers.

By this exemption the Client is permitted to hire the following Family Members as paid Care Provider(s) under this Agreement.

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Manager, Liaison and Service Support
Department of Health and Wellness

Date

APPENDIX "C1"

**SELF-MANAGED CARE
FINANCIAL RECONCILIATION REPORT**

This financial Reconciliation Report is being submitted under the Agreement between the Department of Health and Wellness, the District Health Authority, the Client and the Care Manager (if applicable) and:

Client (Print Name in Full)

for the Period: _____ to _____

NOTE:

- This Financial Reconciliation Report must be submitted quarterly within ninety (90) days of the Commencement date of this Agreement at the first calendar date from the following: March 31st, June 30th, December 31st and thereafter on an ongoing basis following the same sequence of dates or, if this Agreement has been terminated, within thirty (30) days of the termination date.
- A detailed accounting of all expenses supported by copies of the monthly bank statements and receipts must be included with this Reconciliation Report.

Unexpected Funds Brought Forward	Add	\$ _____	(A)
Total Self-Managed Care funds (including interest) received this period.	Add	\$ _____	(B)
Total Self-Managed Care funds spent for Support Services (attach supporting documents).	Subtract	\$ _____	(C)
Unexpended Funds (A + B + C	Equals	\$ _____	(D)
Amount equal to funding for 1 month.	Subtract	\$ _____	(E)
Amount to return with reconciliation (D-E)	Equals	\$ _____	(F)

APPENDIX "C1" (continued)

**SELF-MANAGED CARE
FINANCIAL RECONCILIATION REPORT**

Client (Print Name in Full)

Phone (Home)

Address

Client Signature

Date

Witness (Print Name)

Signature

Return this Financial Reconciliation Report along with all supporting documentation to the appropriate regional office listed below:

Districts 1, 2 & 3

Financial Services Office
Continuing Care
South Shore Regional Hospital
90 Glen Allen Drive
Bridgewater, NS B4V 3S5

District 7

Payroll/Finance Clerk
Continuing Care
39 James Street, PO Box 610
Inverness, NS B0E 1N0

District 4

Financial Services Officer
Continuing Care
797 Prince Street
Truro, NS B2N 1G7

District 8

Financial Services Officer
Continuing Care
Heath Park
45 Weatherbee Road, Suite LL02
Sydney, NS B1M 0A1

District 5

Financial Services Officer
Continuing Care
71 Victoria St. East
Amherst, NS B4H 1X7

District 9

Financial Services Officer
CDHA, Continuing Care
3825 Joseph Howe Drive
Halifax, NS B3L 4R6

District 6

Financial Services Officer
Continuing Care
835 East River Road
New Glasgow, NS B2H 3S6

APPENDIX "C2"

SELF-MANAGED CARE – CLIENT DECLARATION

I, _____, the Client under this Agreement, declare that I have:

- a) retained all Self-Managed Care funds received pursuant to this Agreement in a separate bank account;
- b) retained in my possession all records and all other information regarding the provision of the Support Services provided under this Agreement;
- c) kept all payments up to date with respect to the Self-Managed Care funds received from the Department of Health and Wellness and all payments required for the provision of the Support services; and
- d) accounted for any commissions, surcharges or rebates and that all Self-Managed Care funds provided by the Department of Health and Wellness, have been truly spent in accordance with this Agreement and that, there has been a full disclosure of the use made of all Self-Managed Care funds received.
- e) kept all payments up to date with respect to the Self-Managed Care funds received from the Department of Health and Wellness and all payments required for the provision of the Support Services; and
- f) accounted for any commissions, surcharges or rebates and that all Self-Managed Care funds Provided by the Department of Health and Wellness have been truly spent in accordance with this agreement and that there has been a full disclosure of the use made of all Self-Managed Care funds received.

APPENDIX "D"

**SELF-MANAGED CARE
FINAL FINANCIAL REPORT AND RECONCILIATION**

This Final Financial Report and Reconciliation is being submitted under the Agreement between the Department of Health and Wellness, the District Health Authority, the Client and the Care Manager (if applicable) and:

Client (Print Name in Full)

for the Period: _____ to _____

NOTE:

- This Final Reconciliation Report must be completed and returned within thirty (30) days of the termination of the Agreement.
- A detailed accounting of all expenses supported by copies of the monthly bank statements and receipts must be included with this Final Reconciliation Report.
- Any unexpended Self-Managed Care funds in the control or possession of the Client at the time that this Final Reconciliation Report is submitted must be enclosed with this Final Reconciliation Report in the form of a cheque or money order made payable as set out below.

Total Unexpended Funds Brought Forward	Add	\$ _____	(A)
Total Self-Managed Care Funds (including interest) received from Continuing Care this period	Add	\$ _____	(B)
Total Self-Managed Care funds spent for Support Services (attach supporting documents)	Subtract	\$ _____	(C)
Equals: Unexpected Funds (A + B – C), and amount to be returned to Continuing Care	Equals	\$ _____	(D)

I, _____, the Client under this Agreement, certify that I have:

- a) retained all Self-Managed Care funds received pursuant to this Agreement in a separate bank account;
- b) retained in my possession all records and all other information regarding the provision of the Support Services provided under this Agreement.

Information for Managing Your Care

Please complete the following information for your records:

Self-Managed Care Coordinator's

Name: _____

Phone Number: _____

Care Provider's

Name: _____

Phone Number (Home): _____

Phone Number (Work): _____

Back-up Care Provider's

Name: _____

Phone Number (Home): _____

Phone Number (Work): _____

Location of Back-up Records: _____

The following form has been designed to assist you in organizing all of the paperwork required by CRA (Canada Revenue Agency) and Nova Scotia Labour and Advanced Education.

If you chose to use this form, photocopy one form for each month. A special form is included for February due to CRA paperwork needed by the end of February.

For more information on CRA requirements, see Tab 3.

For more information on Nova Scotia Labour and Advanced Education, Employee Rights, see Tab 2.

Or visit the following links:

- Canada Revenue Agency:
www.cra-arc.gc.ca
- Nova Scotia Labour and Advanced Education:
www.gov.ns.ca/lae/employmentrights/

Employer Monthly Checklist

Self-Managed Care Client: _____

Month: _____

Year: _____

Task	Check box once completed
Employee deductions and employer remittances have been sent to CRA	<input type="checkbox"/>
Employee timesheets are completed	<input type="checkbox"/>
Statements of employee earnings and payroll deductions are completed	<input type="checkbox"/>
Payroll register is completed	<input type="checkbox"/>
Expenditures and Receipts journal is up to date	<input type="checkbox"/>
Other (specify)	<input type="checkbox"/>

Employer Monthly Checklist

Self-Managed Care Client: _____

Month: **February** _____

Year: _____

Task	Check box once completed
Employee deductions and employer remittances have been sent to CRA	<input type="checkbox"/>
Employee timesheets are completed	<input type="checkbox"/>
Statements of employee earnings and payroll deductions are completed	<input type="checkbox"/>
Payroll register is completed	<input type="checkbox"/>
Expenditures and Receipts journal is up to date	<input type="checkbox"/>
TD 4 forms have been submitted to CRA	<input type="checkbox"/>
TD 4 forms have been given to employees	<input type="checkbox"/>
Other (specify)	<input type="checkbox"/>

Insert verification of your Business Number (BN) here.

For information on how to get a Business Number, refer to Tab 2
or visit the Canada Revenue Agency at:

<http://www.cra-arc.gc.ca>

Insert all WCB documentation in this section.

Insert a copy of your household insurance policy. Include all documentation regarding “residence employees.”

For information on WCB and insurance, see Tab 3 or visit the Workers’ Compensation Board at: www.wcb.ns.ca.

Once your account is opened, your local area representative will be in contact with you to discuss any questions on your WCB account. See list of representatives and phone numbers in this section.

In the employer registration form (attached) for Section 1, Question 7, major business activity – Please enter Self-Managed Care SIC 8634.

Local Area Representatives

Valley – (Windsor to Digby)

Betty-Jo Leary

Workplace Services
Field Representative
(902)680-5526 (Phone)
(902)798-5243 (Fax)

Cumberland, Guysborough, Antigonish, Pictou & Colechester

Brenda Chisholm

Workplace Services
Field Representative
(902)396-8993 (Phone)
(902)491-8392 (Fax)

Dartmouth

Jim Freeman

Workplace Services
Field Representative
(902)499-2514 (Phone)
(902)491-8392 (Fax)

Halifax

Ken Smith

Workplace Services Field
Representative
(902)499-2513 (Phone)
(902)491-8392 (Fax)

Bridgewater – South Shore

Kevin Morrison

Workplace Services
Field Representative
(902)527-8561 (Phone)
(902)491-8392 (Fax)

Cape Breton

Teresa Murphy

Workplace Services
Field Representative
(902)565-8188 (Phone)
(902)822-1189 (Fax)

Insert employee information here.

A sample form has been included that you can use. If you choose to use this form, you will need one copy for each employee. You can photocopy as many copies as you need and keep a blank form for future use.

If you decide to use another system for maintaining employee information, you should make sure you are keeping track of the same information.

Some of this documentation is required by CRA (Canada Revenue Agency), therefore it is very important that you complete and file all necessary employee records.

For more information on CRA requirements, see Section 3 or visit the Canada Revenue Agency Website at: <http://www.cra-arc.gc.ca/>.

Employee Information

Self-Managed Care Clients Name: _____

Employee's Name: _____

Address: _____

Postal Code: _____

Email Address: _____

SIN: _____

Emergency Contact: _____

Contact Phone Number: _____

Date of Hire: _____

Date of Termination: _____

Comments re: employee

The following is a list of the documents you should have for each employee:

Document	Check once document has been filled	Location of document if not in binder
Criminal Check	<input type="checkbox"/>	
Valid Work Permit ¹	<input type="checkbox"/>	
TD 1	<input type="checkbox"/>	
TD1AB	<input type="checkbox"/>	
Other (specify)	<input type="checkbox"/>	
Record of Employment ²	<input type="checkbox"/>	

Insert all employee time sheets here.

A sample form has been provided for you. You can choose to use another format; however you should ensure that whatever system you use clearly shows the following:

- ◆ Hours worked by date, month and year
- ◆ Whether the hours worked were a regular rate of pay or other (e.g. statutory holiday, overnight, etc.)

Both you and your employee should sign the time sheet to ensure that there will be no disputes at a later date regarding the hours worked.

¹ For employees who are not Canadian or permanent residents of Canada

² To be completed within 5 days of end of employment

Insert all payroll information here.

Some sample forms are included here. You can choose to use another format (for instance, one from an office supply store or a form you create for yourself); however you should ensure that whatever system you use includes the same information.

The statement of employee earnings and payroll deductions must include the following to meet the Nova Scotia Labour Standards

- Hours worked
- Wage rate
- Earnings paid that show each component separately
- Deductions from earnings (including the reason for each deduction)
- The time period the statement covers

If you have more than one employee at a time, you will probably want to use a payroll register to help you keep track of your total CRA deductions and remittances (CPP, EI and Income Tax).

For more information on Nova Scotia Labour Standards Code and Regulations see Section 2.

For more information on CRA regulations, see Section 3.

If you hire a payroll company to administer your Self-Managed Care payroll, insert their documentation here.

Statement of Employee Earnings and Payroll Deductions

Employer Name: _____

Employee Name: _____

Pay Period Ending: _____ **Pay Date:** _____

Cheque Number: _____

Earnings					Deductions		
	Rate	Hours	Current	Y T D	Description	Current	Y T D
Regular					EI		
Stat Holiday					CPP		
Vacation					Income Tax		
		Total			Total		

Summary			
	Earnings	Deductions	Net Pay
Current			
Year to Date			

Payroll Register

Self-Managed Care Client: _____

Month: _____

Year: _____

Employee Name	Earnings			Deductions				Net Pay
	Hours	Hourly Rate	Gross Earnings	EI	CPP	Inc. Tax	Total Ded.	
Totals								
Employer Portion								
Amount remitted to CRA							Total submitted to CRA =	

My Self-Managed Care bank account is as follows:

Financial Institution: _____

Branch: _____

Account Number: _____

Insert all bank account information in this section as well as photocopies of all of your bank account statements.

Include all cancelled cheques and applicable (original) invoices. You can put the cheques and invoices into monthly envelopes. Your Self-Managed Care Coordinator can provide you with more of these envelopes if you need them.

If you do not want to use these envelopes, you should staple your cancelled cheques and invoices to the appropriate bank statement.

For information on the type of bank account that you will need for self-managed care, see Tab 4.

Remember: You need to provide Continuing Care with a “VOID” cheque before you can receive your funds.

RECORD OF CAREGIVER PAYMENTS FOR MONTH OF: _____

Client Name: _____ HCN: _____

Dates of Contract: _____ to _____

Amount Received from Continuing Care Self-Managed Care Funds	
PC\$: _____	_____
HS\$: _____	_____
Total Per Month: _____	_____

Self-Managed Care Client Revenue Canada Employee Number: _____

The Self-Managed Care Client must:

1. Open a chequing account to which Self-Managed Care funds will be deposited and all care-giving expenses will be paid. Request return to return all cancelled cheques.
2. Pay the caregivers by cheque.
3. Have caregiver sign for receipt of payment.
4. Retain all bank statements, cancelled cheques, receipts of payment to caregivers and/or invoices from continuing care Agency. File in this envelope.
5. Make available this record and items from #4 above to the Self-Managed Care Coordinator (SMCC) upon request.

Date of Payment	Caregiver Name (print)	Hours Worked	Hourly Pay Rate	Total Amount Paid	Caregiver Signature for receipts payment or Invoice Number if Agency Used	SMCC Initial
Total Paid out of Self-Managed Care Funds						

Reviewed by Self-Managed Care Coordinator _____ Date: _____

You must keep an accurate record of all transactions (deposits and withdrawals) of your Self-Managed Care bank account.

A sample form is included here. You can choose to use another format; however you should ensure that whatever system you use includes the following information:

- ◆ Year, month and date of transaction
- ◆ Amount of transaction
- ◆ Cheque number
- ◆ Whether the transaction was a receipt or expenditure
- ◆ Description of the transaction
- ◆ Category of the transaction.

The following are the categories for allowable expenses:

- ◆ Wages
- ◆ Revenue Canada remittances
- ◆ WCB costs
- ◆ Bank charges.

Any other expense falls under the “other” category and need to be explained. All “other” expenses should be matched by an identical amount of money coming into the account.

Expenditures and Receipts Journal

Self-Managed Care Client: _____

Month: _____

Year: _____

Date	Description	Cheque No.	Amount	Balance
	<i>Previous month's balance</i>			

This journal should include the following:

- ◆ **Payments from Continuing Care**
- ◆ **Bank account interest**
- ◆ **Bank charges**
- ◆ **Employee wages**
- ◆ **WCB expenses**
- ◆ **Revenue Canada (CPP, EI and Income Tax) payments.**

Emergency Service Delivery Plan

In case my regular caregiver is unable to care for me, I will contact the following alternate caregivers:

Alternative caregiver #1 name: _____

Phone number: _____

Availability: _____

Alternate caregiver #2 name: _____

Phone number: _____

Availability: _____

Alternate caregiver #3 name: _____

Phone number: _____

Availability: _____

Alternate caregiver #4 name: _____

Phone number: _____

Availability: _____

Alternate caregiver #5 name: _____

Phone number: _____

Availability: _____

Availability: _____

My emergency contacts are as follows:

Name	Phone Number	Relationship

I will contact the following agencies if necessary:

Agency #1 name: _____

Phone number: _____

Agency # 2 name: _____

Phone number: _____

Agency # 3 name: _____

Phone number: _____

Self-Managed Care Phone List

Name	Address	Phone Number



For internal use only.

WCB 15-DIGIT BUSINESS NUMBER

Please use this form to register for coverage. If you are unsure whether registration is required, please contact us.

Section 1

- 1 A Canada Revenue Agency (CRA) 15-digit Business Number (BN) is required to register with us. If you do not have one, we will obtain one for your company. If you already have a CRA Business Number, please note it here.

- 2 Please provide the **legal business name** of this company according to the type of ownership (check the appropriate box at the left). If this company is registered with the CRA, please provide the legal business name exactly as it is registered with the CRA.

Proprietorship

Partnership

Incorporation

- 3 Please provide the **operating business name** (trade name) of this company. If this company is registered with the Registry of Joint Stock Companies (RJSC), please provide the operating business name or trade name exactly as it is registered with the RJSC.

- 4 Please provide the **mailing address** where you want to receive your financial information, as well as the contact information for the person who should receive this information.

Street

City

Province

Postal code

Contact Person

Phone Number

Facsimile Number

- 5 Please provide the **mailing address** where you want to receive claim information about your workers, as well as the contact information for the person who should receive this information (if different from Question 4).

Street

City

Province

Postal code

Contact Person

Phone Number

Facsimile Number

- 6 Please provide the **physical (civic) location** of your business in Nova Scotia.

same as financial address (Question 4)

same as claim address (Question 5)

other. Please specify below.

Street

City

Province

Postal code

- 7 Clearly describe your **major business activity(ies)** in Nova Scotia. Specify up to three main **products** that you mine, manufacture, or sell, or **services** that you provide or contract. If this is a sales operation, specify whether it is wholesale or retail. If you are in the fishing industry, specify the name of the boat. Please estimate the percentage of revenue that each product or service represents. Attach extra pages, if necessary.

Major business activity

Product/service

%

Product/service

%

Product/service

%

Section 2

Please read the information provided at the right before answering questions 8 and 9. Completion of this section is required to prevent a delay in processing your registration.

Workers' compensation coverage is required for employers who operate in mandatory industries **AND** who have three or more workers (three-worker rule). Most industries are mandatory industries. Please refer to the *Workers' Compensation Act* for a list of mandatory industries or contact the WCB directly.

- 8 If your company is incorporated (limited), give the number of workers employed in Nova Scotia, including officers and directors: _____
- If your company is a sole proprietorship or partnership, give the number of workers employed in Nova Scotia, excluding sole proprietor and partners: _____
- 9 Provide the earliest date on which you had three workers employed at the same time in Nova Scotia: _____

The three-worker rule is used only to **determine whether coverage is required**. For this purpose, we count the following people as workers:

- permanent, casual, full-time and part-time workers;
- officers and directors of the company;
- (sub)contractors who work in mandatory industries, and their workers; and
- family members of proprietors, partners, officers and directors of the company.

This policy does not insure the following people/workers:

- proprietors and partners;
- officers and directors of the company who are not on the payroll (i.e., not receiving a T4 from the CRA); and
- family members living in the households of proprietors, partners, officers and directors of the company.

Special Protection coverage for proprietors, partners and family members is available. Send me an application. Yes No

Voluntary coverage for non-mandatory companies is available by completing this form.

Section 3

- 10 Workers in this company are being/will be paid: (check the appropriate box)
- Daily Weekly Bi-weekly
- Semi-monthly Monthly Annually
- Other (specify) _____

- 11 The average monthly payroll for this company is: _____

- 12 I require more than one payroll account with the WCB for reporting purposes: Yes No

If yes, please indicate the purpose for the account:

- Subcontractors Executive payroll
- Other _____

If necessary, please attach a separate sheet indicating additional accounts required and their purpose.

- 13 This company uses an external company to prepare the payroll.

Yes No

If yes, please provide the name of the payroll service provider: _____

- 14 This company is a franchise. Yes No

If yes, please provide the name of the franchise: _____

- 15 Are remittances being made to the CRA for this company?

Yes No (Go to Question 16.)

If yes, please **list the RP number** (the four numbers following the letters "RP" in the Business Number) for **all** payroll accounts this company has with the CRA, and **check the remittance type** for each account (see the box). Attach additional pages, if necessary.

Types of Remitters:

- T1 Threshold 1 (twice a month)
 T2 Threshold 2 (weekly payroll)
 T2B Threshold 2 (biweekly payroll)
 T2S Threshold 2 (semimonthly payroll)
 M Monthly
 Q Quarterly

RP# _____

Type: T1 T2 T2B T2S M Q

RP# _____

Type: T1 T2 T2B T2S M Q

RP# _____

Type: T1 T2 T2B T2S M Q

Section 4

16 This company uses/will use (sub)contractors. Yes No

17 This company contracts services to:

Principal Contact Phone Number

18 Some employers require WCB Clearance Letters to confirm that they are assessed and in good standing with us. Would you like to receive these letters automatically? Yes No

19 Some employers like to receive an Advice Notice outlining all benefits paid to their injured workers. Would you like to receive this monthly report? Yes No

20 The name and address of this company's financial institution is:

The account number is: _____

21 This company

is a new business was an existing business

If it was an existing business, did you

purchase the assets only
 purchase the business as a going concern (i.e., assets and shares)

If it was an existing business, did it have an account with us previously? Yes No Unknown

If it was an existing business, under what name did it operate?

22 Have you ever registered a company with us in the past?

Yes No

If yes, what was the name of that company?

23 In the column at the right, please provide contact information for the owners, officers (i.e., president, vice-president, treasurer), directors and partners of the company now being registered. Attach extra pages, if necessary.

Last Name _____

First Name _____

Official Title _____

Date of Birth _____

Social Insurance Number _____

Home Telephone _____ Facsimile _____

Home Address _____

Province _____ Postal code _____

Cellular Phone _____

Work Telephone _____ Facsimile _____

Email _____

Last Name _____

First Name _____

Official Title _____

Date of Birth _____

Social Insurance Number _____

Home Telephone _____ Facsimile _____

Home Address _____

Province _____ Postal code _____

Cellular Phone _____

Work Telephone _____ Facsimile _____

Email _____

Last Name _____

First Name _____

Official Title _____

Date of Birth _____

Social Insurance Number _____

Home Telephone _____ Facsimile _____

Home Address _____

Province _____ Postal code _____

Cellular Phone _____

Work Telephone _____ Facsimile _____

Email _____

24 Please list the equipment, building(s) and other assets to be used in the operations of this company. Include the license and serial numbers for all motor vehicles, as well as the colour, make and year of the vehicle. Please print. Attach extra pages, if necessary.

Description (e.g., colour, make, year)	License Number	Serial Number

Section 5

- Section 141 of the *Workers' Compensation Act* provides that even if the (sub)contractor company has its own coverage, the employer and the (sub)contractor are jointly and severally liable for payment of the assessment premium for the contract. **Always obtain an up-to-date Clearance Letter from the (sub)contractor before releasing a holdback.**
- Section 142 of the *Workers' Compensation Act* provides that any (sub)contractor operating in a mandatory industry which does not have its own coverage is considered a 'worker' of the employer (the principal). In this case, the principal must provide coverage for the (sub)contractor, and cannot deduct or withhold assessment premiums from the (sub)contractor.
- Section 129 of the *Workers' Compensation Act* requires every employer to keep an accurate and up-to-date record of workers hired and wages paid.
- The Workers' Compensation Board of Nova Scotia is subject to, and complies with, the provisions of the *Freedom of Information and Protection of Privacy Act*.

Section 6 — Certification

I, _____, am an authorized representative of this company. As such, I certify that the information given on this form, and any additional pages attached to it, is correct and complete to the best of my knowledge.

Signature of the authorized representative (i.e., owner, officer, director, partner)

Position or office of the representative

Date