



First Nations University of Canada Out of Scope Handbook

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ITEM 1 - PREAMBLE

This handbook guides the employment relationship between the First Nations University of Canada and the Out of Scope Employees.

This handbook is intended to be brief, providing a general frame of reference to guide the employment relationship, while recognizing the flexibility required to address the needs of out of scope staff and the university. Exceptions to these terms may be made as a condition of employment to support the recruitment and retention of critical positions. Such exceptions can only be made following consultation with the Director of Human Resources, and in some cases, may require the approval of an appropriate vice-president or President.

ITEM 2 - DEFINITIONS

Board of Governors is responsible for overseeing and directing all matters respecting the management, administration and control of the university's property, revenues and financial affairs.

President refers to the president of the First Nations University of Canada or his/her designate.

Vice-President refers to any of the vice-presidents of the university or his/her designates.

Director of Human Resources refers to the Director of Human Resources or a person designated act in his/her place.

University refers to the First Nations University of Canada.

Employer refers to the First Nations University of Canada.

Department: refers to an academic department or an administrative department.

Fiscal Year is defined as the period April 1 to March 31.

Permanent Staff refers to an employee who has completed the probationary period and whose employment is expected to continue indefinitely.

Term Employee refers to an employee hired for a stated period of time.

Casual Employee refers to an employee whose hours of work are for brief or irregular periods.

ITEM 3 - RECRUITMENT

3.1 Advertising of Positions

FNUniv's recruitment, selection and hiring processes are designed to attract, place and promote the best qualified candidates to deliver on the University's vision. The processes included in this policy allow that reasonable and justifiable measures are taken in accordance with Section 48 of the *Saskatchewan Human Rights Act* to ensure consistent steps to eliminate, redress and prevent disadvantages in employment for Indigenous people and establish a workforce that is representative of the University's mission.

FNUniv will advertise and post all positions for all out of scope positions.

3.2 Selection

The best candidate for the position will be selected based on qualifications and experience of the candidate compared to the needs of the position.

3.3 Probation

All employees will serve a one-year probationary period. If during this period of time, the employee does not meet the expectations of the position, employment may be terminated with minimum notice periods (as defined in provincial employment standards legislation). Probationary periods also apply to promotions and transfers.

ITEM 4 - ASSIGNMENT OF DUTIES

4.1 Job Description

Job duties are assigned through a job description which describes the primary purpose of the position, the nature of the work, the education / qualifications required, and the accountabilities of the job. Changes or additions to the job description are to be approved by the supervisor. Consultation and support for this process is available through Human Resources.

4.2 Hours of Work

In determining hours of work, consideration should be given to the regular operating hours of the department and the need to balance work and personal life. Normal office hours are 8:30 am to 4:30 pm with a one hour lunch break. Out of Scope employees are expected to manage their work time to meet these goals, while achieving the outcomes they are accountable for in their positions.

Notwithstanding the above, the provincial employment regulations recognize that there are certain employees who are exempt from overtime provisions, including, employees who perform services that are entirely of a managerial character.

4.3 Additional Assignments or Acting Appointments

On occasion, an employee may be appointed to an out-of-scope position in an acting capacity. For such appointments of less than six weeks there will be no additional compensation. For appointments of more than six weeks, a salary will be negotiated, and APEA and research funding (where applicable) will be pro-rated.

For those who hold faculty appointments, service in the position will count towards sabbatical eligibility.

ITEM 5 - SUPPORT FOR PROFESSIONAL DEVELOPMENT

5.1 Education Leave

Please refer to the Education Policy.

ITEM 6 - SALARIES

Please refer to the Out-of-Scope Compensation Policy.

ITEM 7 – BENEFITS & PENSION

The University provides a Group Benefit Plan and a Pension Plan to eligible employees. Participation is mandatory unless otherwise stated in the plan documents.

Eligible employees include the following:

- Permanent full-time employees;
- Term employees whose term is at least one year in length;
- Permanent part-time with one year of service;

The Group Benefit Plan includes coverage in the following benefits:

- Life Insurance
- Dependent Life Insurance
- Accidental, Death & Dismemberment
- Short-term Disability
- Long-term Disability
- Extended Health Care, including vision & prescription drugs
- Dental and Orthodontic
- Survivor Extended Benefit
- Out-of-Province/Out-of-Canada Travel

The University shall share the cost of the Extended Health Care and Dental coverage with the employee. All other costs are fully funded by the University.

The Pension Plan is a defined contribution plan consisting of contributions from the employee equal to five (5) percent of their salary, matched by the University.

All other terms of the group benefit and pension plan are outlined in their respective plan documents.

ITEM 8 - GENERAL LEAVES

Application for general leaves must be approved by the supervisor. Some leaves will be granted automatically as per the university's policies and provincial employment standards, and others may be granted if the request is reasonable, the leave is not unduly disruptive to the operations of the unit, and it is possible to replace the employee on a temporary basis.

Requests for leaves must be approved by the supervisor and entered and approved in the University's Penny System.

All employees granted leave for any of the purposes shown below must arrange with Human Resources for the continuation of employment benefits for which they are eligible during the period of leave, if they wish to continue their benefits coverage.

8.1 Types of Leaves:

Sick Leave: Sick leave is earned at the rate of 1.25 days per month cumulative. To a maximum of 85 days.

Vacation/Annual Leave: The vacation year is September 1 to August 31st. Annual leave is earned at the following:

- Less than five (5) years' service – 1.66 days per month (twenty days)
- After completion of five years of service – 2.08 days per month (twenty-five days)
- After completion of ten years of service – 2.50 days per month (thirty days)

All vacation will be considered to have been used annually unless a carry-over has been approved. Any unused vacation carried forward from one year to the next must be used in the second year. An employee may be entitled to carry over a maximum of ten (10) days annual leave credits to the next vacation year with prior written authorization from the Supervisor.

Leave, Court Attendance – Leave with pay shall be granted to an employee who has been summoned or empanelled for jury duty or who has been issued a subpoena to appear as a witness upon provision of documentation to that effect. Any payments made to the employee in respect to his/her appearance in court either as a witness or juror shall be turned over to the University. In instances where an employee appears in court either as a plaintiff or defendant, leave shall either be without pay or chargeable against accumulated annual leave credits.

Leave, Maternity / Adoption / Parental

Parents who are caring for a newborn or recently adopted child are eligible for maternity, adoption or parental leave as outlined below:

Maternity Leave

Exempt staff who declare in writing to Human Resources to be the biological mother of a newborn infant is entitled to seventeen (17) weeks of maternity leave without pay. The leave may commence at any time during the twelve (12) week period prior to the infant's estimated date of birth and shall be of uninterrupted duration. A medical certificate from a qualified medical practitioner must be provided with the written declaration. The certificate must confirm the pregnancy and give the estimated date of birth.

Adoption Leave

Exempt staff who declare to be caring for a recently adopted child is entitled to seventeen (17) weeks of leave without pay. The employee is normally required to make application to Human Resources at least four (4) weeks prior to the date of adoption. If the employee cannot give four (4) weeks notice, the University will accept as much notice as is given to the adoptive parents by the Department of Social Services.

Parental Leave

Employees also eligible for maternity/ adoption leave - An employee who qualified for maternity or adoption leave is also entitled to thirty-five (35) weeks of parental leave without pay. The maternity / adoption and parental leaves must be taken in one continuous period.

Employees not eligible for maternity/ adoption leave - An employee who declares to Human Resources to be caring for a newborn infant and did not qualify for maternity or adoption leave is entitled to thirty-seven (37) weeks of parental leave without pay. The employee is normally required to make the written declaration to Human Resources at least four (4) weeks before the leave is to begin. The leave can be taken any time between 12 weeks before the estimated date of birth or the day the child will come into the employee's care and fifty-two (52) weeks

after the date the child was actually born or came into the employee's care.

Compassionate Leave- An employee will be granted reasonable leave of absence for urgent personal reasons such as bereavement, serious family illness, etc. An employee shall be permitted to take up to three (3) days with pay in instances where there is a death in the immediate family. If additional days are required, the days shall either be without pay or charged against accumulated annual leave credits and shall require consent of the Supervisor. An employee may be permitted to take one (1) day with pay where there is a death in the extended family between the day of death and day of the funeral.

Discretionary Leave: The President, at his/her discretion, may extend any leave to an employee whether with pay, with partial pay, or without pay.

Leave of Absence Without Pay: Permanent employees, after completion of two (2) years of service, may apply for leave of absence without pay, which will be limited to one year in length and shall be directed to the President.

The President shall have the right to accept, deny, or grant modified or conditional acceptance to all applications for leave of absence without pay.

All employees shall be required to sign a Leave Agreement prior to commencement of leave for a duration greater than one month, and such agreement shall specify the terms of leave and responsibilities of the respective parties to the agreement.

Indian Government Election: Employees of the First Nations University of Canada shall not participate in any election activities at the Tribal Council or FSIN level including, but not limited to, Chief Electoral Officer, Deputy Electoral Officer, campaigning, scrutineer, voting, alternate voter, or appeals tribunal.

First Nation employees who choose to vote in their First Nation election shall be entitled to one day leave with pay for the purpose of voting in these elections.

ITEM 9 - HOLIDAYS AND VACATION

9.1 Holidays - The University Recognizes the Following Statutory Holidays:

New Year's Day; Indian Government Day (3rd Monday of February); Family Day; Good Friday; Victoria Day; First Nations Solidarity Day (June 21st); Canada Day; Saskatchewan Day; Labour Day; Thanksgiving Day; Remembrance Day; Provincial First Nations Unity Day (November 12th); Christmas Day; and Boxing Day.

Employees who are Treaty Indian are entitled to their First Nation Treaty Day as a day with pay for the purpose of attending their First Nation Treaty Day or an Urban Treaty Day.

ITEM 10 - PERFORMANCE AND CONDUCT

For each out of scope employee, an annual performance evaluation will be undertaken by the supervisor (the person to whom the position reports) in accordance with performance management system. The performance review forms are kept in the employee's official human resources file.

Employees are expected to demonstrate a high standard of performance that includes demonstrating conduct consistent with university policies and standards and achieving the outcomes for which they are accountable.

Where performance is less than satisfactory, the university is committed to providing employees with an opportunity to improve performance and is committed to supporting an employee's success. Most performance difficulties can be resolved at an early stage. When performance standards are not met, the university will provide

support through focused performance feedback and coaching. If performance problems persist, further corrective measures will be taken. These include but are not limited to the following:

- 1) written reprimand
- 2) suspension
- 3) termination for just cause (if the above steps do not result in improvement)

These measures are intended to help employees succeed by correcting any performance problems before they become more serious. However, notwithstanding the foregoing, and for just cause the university may proceed immediately with termination. Termination for just cause does not require notice or pay in lieu of notice. Just cause means there are grounds for discipline or termination. Some examples of just cause include (but are not limited to) gross misconduct, significant and uncorrected performance problems, violation of policies and standards, theft, fraud, dishonesty etc.

Any performance and conduct issues that are occurring, directors/managers should be working with human resources.

ITEM 11 - TERMINATION OF EMPLOYMENT

For any issues related to termination of employment, consultation must occur with Human Resources.

Out of Scope staff may be terminated as a result of reorganization or changing requirements for which the employee is not suited or other exceptional circumstances where clear just cause for termination may not be defensible. Decisions to terminate out of scope staff will only be made when other options (retraining, reassignment) are not practical. Where termination occurs for reasons other than just cause, individuals will be treated fairly and reasonable notice (or pay in lieu of notice) will be provided as per the following:

11.1 Reasonable Notice or Pay in Lieu of Notice

Out of scope employees are not members of a union and therefore Collective Agreement provisions and “arbitral jurisprudence” of the grievance/arbitration process for unionized staff does not apply. Rather, legal rights for come from the “common law” and are applied by the courts. Legal rights may also flow from *the Saskatchewan Employment Standards Act*.

Under the “common law” an employee who is terminated without just cause, is entitled to fair and reasonable notice or pay in lieu of notice.

The primary purpose of a notice period is to provide the employee a reasonable bridging period to find new employment or to retire (in the case of long service employees). An appropriate notice period is determined by a number of factors and will differ from case to case. Some factors may include, the provincial employment standards, the employee’s age, their length of service, level of position in the organization, education, availability of similar employment, period of time before eligible for pension and retirement and benefits. Appropriate notice periods must be determined with the assistance of Human Resources.

11.2 Other Termination Processes

Resignation – An employee shall provide a minimum of one month written notice of intent to resign to their immediate supervisor. The notice period should be in addition to any unused vacation entitlement which may be used or paid out following discussion and agreement with the supervisor, taking into account the operations of the department.

Retirement – An employee who intends to retire must provide notice to their supervisor at least six months prior to the expected date of retirement. While it is not a requirement, normal date of retirement is 65 years of age.

ITEM 12 - PROBLEM RESOLUTION PROCESS

Notwithstanding the provisions of Items 10 and 11, the university supports a problem solving process to resolve differences between employees and their supervisors. In situations like this, either party may bring forward issues and concerns through Human Resources.

ITEM 13 - PERSONNEL FILES

13.1 Access to Official Personnel File

Employees shall have the right to examine their official personnel file maintained in human resources at any time during regular office hours in company with a representative from human resources. Examination of the file shall be kept in confidence. Employees may add to the file a response to any document contained therein.