



# **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 (FNUniv) and the Out of Scope (OOS) Employees. Employees in this group are exempt from bargaining units by nature of their duties.

This document is intended to reflect practices as of April 1, 2024, at the First Nations University of Canada with respect to the Out of Scope employee group.

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. Where this document is silent, more specific direction may be available through the university policies and/or advice from Human Resources. Exceptions to these terms may also 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 Manager of Human Resources, and in some cases, may require the approval of an appropriate Executive Leader.

## ITEM 2 - DEFINITIONS

**Academic Year** is defined as the period of July 1 to June 30.

**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.

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

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

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

**Employer** refers to the First Nations University of Canada.

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

**Out of Scope Employee** for the purposes of this handbook, refers to the staff who are exempt from membership in a bargaining unit by virtue of their job duties and who are primarily paid from university's operating budget. This group does not include senior administrators (associate deans) or people hired under research funds. An employee must be out of scope for the terms of this handbook to apply.

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

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

**Service** refers to the time spent by an employee performing the duties assigned by the employer.

**Supervisor** refers to the employee authorized by the university to direct the work of an employee and to whom the employee reports. It is a generic term which includes or refers to the head of an academic unit, administrative department.

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

**University** refers to the First Nations University of Canada.

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

## **ITEM 3 - RECRUITMENT**

### **3.1 Advertising of Positions**

FNUUniv'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 University is committed to advertising all positions to provide opportunities throughout the university and in the community. The processes included in this policy allow that reasonable and justifiable measures are taken to provide preference to candidates of Indigenous ancestry to establish a workforce that is representative of the University's mission.

There may be extenuating reasons for waiving advertising of positions, for example, reasons of exigency, to support a strong internal candidate or for a workplace accommodation. Such waivers may occur following consultation with Human Resources.

### **3.2 Selection**

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

### **3.3 Probation**

All employees will serve a one-year probationary period unless negotiated by the hiring manager and is approved by Human Resources. 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 Profiles**

Job duties are assigned by the employee's supervisor through a job profile which describes the primary purpose of the position, the nature of the work, the education / qualifications required, and the accountabilities of the job. The job profile will be reviewed annually by the supervisor and the employee (typically concurrently with performance reviews) Changes or additions to the job profile are to be approved by the supervisor and Human Resources 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.

It is the responsibility of exempt staff and their supervisor to monitor hours of work and review workload over cyclical periods.

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.

In situations here overtime provisions do apply, all hours must be documented and authorized in advance of the overtime being worked by the supervisor. Those employees will receive compensating pay of time off in lieu of pay (at straight time) for hours of work exceeding 35 hours per week. There will be no payment for overtime worked. All time in lieu earned will be used within six (6) months of the overtime worked.

### **4.3 Additional Assignments or Acting Appointments**

In some circumstances and with the agreement of the Out of Scope employee, the University may assign the employee to undertake another position at a higher level in the organization, or a substantial portion more than fifty percent (50%) of the duties of another position, for a limited period of time.

The details of the assignment clearly outlining the additional duties shall be specified in writing to the member prior to the member deciding whether to agree to the assignment. If the temporary assignment is for a period of fifteen or fewer working days, there will be no adjustment in the salary. If the temporary assignment is for a period of more than fifteen working days and the duties of the position have different functions, the Out of Scope salary will be adjusted from the date of reassignment to the greater of:

- a) the first step in the salary range of the position to which assigned; or
- b) the present salary plus two increments from the range of the position to which assigned; or
- c) the present salary plus two increments in their current position.

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

## **ITEM 5 - Leaves**

### **5.1 Education Leave**

Please refer to the Education Policy.

### **5.2 GENERAL LEAVES**

Application for general leaves must be approved by the direct 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.

- a) Leaves are not normally granted for employees to pursue alternate employment, although special circumstances may receive consideration.
- b) All requests for general leaves must be approved by the direct supervisor and forwarded to Human Resources for processing as appropriate.

- c) 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 the leave if they wish to continue their benefits coverage.

### **5.3 Types of Leaves:**

**Sick Leave:** Sick leave is earned at the rate of 1.25 days per month cumulative. To a maximum of 84 days.

**Annual Leave:** The vacation year is September 1 to August 31. 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 annual leave will be considered to have been used annually unless a carry-over has been approved. Any unused annual leave 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 annual leave year with prior written authorization from the Supervisor.

**Leave, Court Attendance** – Leave with pay shall be granted to an employee who has been summoned 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 Upon the Birth or Adoption of a Child**

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

Out of Scope employees shall be granted maternity, adoption, or parental leave for a combined period of up to seventy-eight (78) weeks. In normal circumstances applications for Leave upon the birth or adoption of a child shall be made in writing to the appropriate Director or Equivalent at least eight (8) weeks in advance to commencement of the leave. Employees who qualify for the Supplementary Employment Benefits (SEB) shall be entitled to receive one hundred percent (100%) of salary to offset the one-week waiting period for eligibility of receipt of employment insurance benefits.

The Out-of-Scope employee who has applied for and in receipt of employment insurance benefits, the difference between the standard weekly rate of employment insurance benefits and ninety per cent (90%) of the employee's gross salary for a maximum of thirty-seven (37) weeks.

An extended parental leave to care the newly born child or a child that has newly been adopted can be granted to a maximum of seventeen (17) weeks, shall be given to out of scope employees who request it.

**Annual Leave, Job Reinstatement and Notice of Return to Work** – By mutual agreement between the university and the employee, annual leave may be taken as part of, or as an extension of leave for new parents. The employee will be reinstated to a same or similar position, under similar terms and conditions, with no reduction in salary or benefits. An employee will notify Human Resources in writing at least four (4) weeks prior to the day on which the employee intends to return to work, unless otherwise mutually agreed.

**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 five (5) days with pay in

instances where there is a death in the immediate family and three (3) for extended family member. 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.

**Leave for Traditional Ceremonies:** Upon written notice to the direct supervisor an Out of Scope Employee may be granted up to seven (7) working days with pay for the purpose of participating in traditional First Nations ceremonies. Employee(s) shall make every effort to give the longest possible notice of such leaves. In the event that the Director or equivalent requires additional information regarding the traditional ceremony in order to make the decision on whether to grant or deny the requested leave, the Director or equivalent and the employee shall jointly seek advice and counsel from an Elder and/or an Elder's Council. Such leaves will not be unreasonably denied. Employee(s) will cooperate in assisting the Director or equivalent and other employees in making arrangements for the continuation of the employee(s)' duties.

**Wellness Days:** Employees may use up to three (3) wellness days per calendar year, which are not to be taken consecutively and will not accumulate from one year to the next. Such leave will be taken from the employees' sick leave accumulation.

## **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 eight (8) 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.

### **Flexible Spending Account (FSA)**

All Out of Scope Employees, upon hiring shall receive credits in a Flexible Spending Account.

Effective January 1, 2024, Out of Scope Employees shall receive a credit of \$900. Effective January 1, 2025, employees will receive a credit of \$1000.

Once per year, prior to end of the last business day of November, OOS employees may direct the allocation of their FSA credits to one or both of the following:

- a) Health Care Spending Account or
- b) Personal Spending Account (taxable)

Both accounts are subject to Canada Revenue Agency regulations. Should no allocation be made, all credits will default to the Health Care Spending Account. Subject to Canada Revenue Agency regulations, unused balances shall be carried forward.

## **ITEM 8 - HOLIDAYS**

### **Holidays**

The University recognizes the following statutory holidays: New Year's Day; First Nations Government Day; Family Day; Good Friday; Easter Monday, Victoria Day; First Nations Solidarity Day (June 21st); Canada Day; Saskatchewan Day; Labour Day; National Day for Truth and Reconciliation Day; Thanksgiving Day; Remembrance Day; First Nations Unity Day; Christmas Day; and Boxing Day.

Employees who are Status 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 9 - PERFORMANCE AND CONDUCT**

For each out of scope employee, an annual performance evaluation will be undertaken by the **direct** supervisor (the person to whom the position reports) in accordance with the 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) Letter of Expectations
- 2) written reprimand
- 3) suspension
- 4) 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, supervisors should be working with human resources.

Human Resources will provide the Performance Review forms to all out of scope employees no later than February 1<sup>st</sup> of each year. Each employee will provide an outline of their activities and achievements for the review period no later than February 15<sup>th</sup> to their functional manager. Prior to the final assessment on the employee, the functional manager will arrange for a final assessment conversation by March 15<sup>th</sup> to discuss the performance of the employee.

All increases associated with the performance review will be effective April 1<sup>st</sup> of each year. Employees who have been employed for less than 6 months will not be eligible for an increase.

Out of Scope employees are required to be employed for a minimum six (6) months to be eligible for a performance increase. Any increases will be pro-rated based on the number of the month employed.

## **ITEM 10 - 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:

### **10.1 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 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.

## **10.2 Other Termination Processes**

**Resignation** – An employee shall provide a minimum of one month (4 weeks) written notice of intent to resign to their direct 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 direct 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 11 - PROBLEM RESOLUTION PROCESS**

Notwithstanding the provisions of Items 9 and 10, 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 12 - PERSONNEL FILES**

#### **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 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.