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**HUMAN RESOURCES POLICY**  
**Adopted February 5, 2011**

Dates of subsequent amendments: May 15, 2018; September 18, 2021.

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## **1.1 INTRODUCTION**

This policy applies to all full-time and part-time employees as defined below. At the time of hiring, all employees will be provided with a copy of the Personnel Policy and will sign-off indicating that they have received and read it.

## **1.2 DESCRIPTION OF CATEGORIES OF EMPLOYEES**

### **1.2.1 The full-time employee shall:**

- (a) Work 37.5 hours per week.
- (b) Apply within 30 days of hire for coverage by the CAUT (Canadian Association of University Teachers) Group Benefits Plan which includes (i) Life Insurance, (ii) Weekly Income (Short Term Disability), (iii) Long Term Disability, (iv) Hospitalization, (v) Major Medical, (vi) Dental Care Plan.
- (c) Pay 100% of the premium costs of the benefits except that the employer will continue payment of the premiums for health and dental insurance for the employee who qualifies for long-term disability for as long as the employee remains qualified for coverage. Coverage will be maintained at the same level (family or single) as was the case prior to qualifying for long-term disability.

The full-time employee is eligible to the CAUT Group Pension Plan and shall:

- (d) Join the Plan on the first day of any month after completing six months of continuous service with FNBFA.
- (e) Contribute to the Plan. The employer will contribute 10% of the employee annual salary and the employee shall contribute 5% of his or her annual salary.

Participation in the CAUT Group Benefits Plan is compulsory and subsequent changes to benefits and premiums do not cancel the compulsory nature of the employee's participation.

### **1.2.2 The part-time employee shall:**

- (a) Work at least 20 hours per week but less than 37.5 hours per week as negotiated at time of commencement of employment in that position.
- (b) Apply within 30 days of hire for coverage by the CAUT (Canadian Association of

University Teachers) Group Benefits Plan which includes (i) Life Insurance, (ii) Weekly Income (Short Term Disability), (iii) Long Term Disability, (iv) Hospitalization, (v) Major Medical, (vi) Dental Care Plan.

- (c) Pay 100% of the premium costs of the benefits except that the employer will continue payment of the premiums for health and dental insurance for the employee who qualifies for long-term disability for as long as the employee remains qualified for coverage. Coverage will be maintained at the same level (family or single) as was the case prior to qualifying for long-term disability.

The part- time employee is eligible to the CAUT Group Pension Plan and shall:

- (d) Join the Plan on the first day of any month after completing twenty-four (24) months of continuous service with FNBFA.
- (e) Contribute to the Plan. The employer contributes 10% of the employee annual salary and the employee contributes 5% of his or her annual salary.
- (f) Be entitled to an annual salary increase according to the terms stipulated in her or his contract of employment. When not stipulated therein, the annual salary increase shall be based on the average negotiated percentage of salary increases as per the collective agreements of the full-time faculty of each of the FNBFA's member association. In the event that the collective agreement has expired for one or more of the member associations at the time the increase is to become effective, the percentage for the more recent year available will be applied. The increase will become effective on the anniversary of the employment contract or, in its absence, on the first day of each calendar year.
- (g) Notwithstanding 1.2.2 f)/1.2.3 c) the Human Resources Committees may, in any year, review the employee's salary and recommend to the Board of Directors that she or he receive a salary increase that exceeds the average negotiated percentage of salary increases as per the collective agreements of the full-time faculty of each of the FNBFA's member.

Participation in the CAUT Group Benefits Plan is compulsory and subsequent changes to benefits and premiums do not cancel the compulsory nature of the employee's participation.

### **1.2.3 The Casual employee shall**

- (a) Works regularly less than 20 hours per week.
- (b) Receives an additional 4% of salary in lieu of benefits.
- (c) Be entitled to an annual salary increase according to the terms stipulated in her or his contract of employment. When not stipulated therein, the annual salary increase shall be based on the average negotiated percentage of salary increases as per the collective agreements of the full-time faculty of each of the FNBFA's member association. In the event that the collective agreement has expired for one or more

of the member associations at the time the increase is to become effective, the percentage for the more recent year available will be applied. The increase will become effective on the anniversary of the employment contract or, in its absence, on the first day of each calendar year.

#### **1.2.4 Period of employment**

Unless a period of employment is specified in the appointment letter, the employment shall be permanent. Formal extension, in writing of the initial specified period constitutes a new specified term and does not convey permanence. However consecutive specified periods cannot extend beyond 48 months. Beyond that period, the employee benefits from permanence and for pension plan purposes the hire date is the day following the end of the 48 months period.

### **1.2 DEFINITIONS**

- 1.2.1 «In writing» may be a dated e-mail or a signed hard copy.
- 1.2.2 Wherever “Executive Director” is used as the authorizing person or supervisor, the President of the Federation or designate will be the authorizing person for the executive director.
- 1.2.3 «Ombudsperson» a member of an affiliated Faculty association appointed by the Board for a period of two years. The ombudsman is fluent in English and French.
- 1.2.4 Supervisor: the executive director and the president of the federation in the case of the executive director.

### **2.0 CONFLICT OF INTEREST**

- 2.1 Employees must get prior approval from the executive committee before becoming involved in outside employment or activities where there could be or appear to be a conflict of interest with their work at FNBFA.
- 2.2 Employees may not accept gifts, hospitality, or other benefits that compromise the integrity of FNBFA or could give the appearance of influencing their judgment or performance of duties. Any honoraria offered to the employee in her or his capacity as a FNBFA employee will be paid to FNBFA. An occasional meal is not considered unacceptable.
- 2.3 Employees may not release confidential information unless authorized by their supervisor.

### **3.0 HIRING AND APPOINTMENTS**

#### **3.1 VACANCIES**

Vacancies to full-time and part-time positions will be filled through a public competition. Posting of openings will be made on FNBFA web site and will be sent to all member associations and related associations.

#### **3.2 PROBATION**

- 3.2.1 The probationary period shall be one year for the Executive Director and six (6) months for other employees. In the event, that the time or circumstances were not sufficient to establish a successful probationary period, the Board may extend the probationary period by up to three (3) additional months.
- 3.2.2 During the probationary period, FNBFA, within its sole and unfettered discretion, can terminate the employment of the probationary employee within a two weeks notice.
- 3.2.3 Employees will receive an assessment midway through probation and an assessment and written performance appraisal two weeks before the end of the initial probationary period. When probation is extended for an additional period the employee will receive a monthly assessment followed by a memo outlining the progress made and/or improvement still needed.

#### **3.3 JOB DESCRIPTIONS**

There shall be a job description for every position in the organization and it shall be added to the Human Resources policy. The executive committee shall review each job description every four years and the incumbent of the position shall be given an opportunity to propose any changes to reflect the actual tasks being performed.

### **4.0 WORKING CONDITIONS**

#### **4.1 OFFICE HOURS AND FLEXTIME**

The full-time employee works 37.5 hours per week and the hours of availability are normally 9 am to 5 pm, Monday to Friday. The work site is the FNBFA office which will be opened a minimum of 20 hours per week and the employee should normally be in the office except when the President authorizes a different arrangement.

Flexitime may be granted on approval from the Executive Director and in the case of the latter, from the president.

## **4.2 ABSENCE**

Any staff member who finds it necessary to be absent for any reason will notify his or her supervisor within the first working hour, if possible or as soon thereafter as circumstances will allow.

## **4.3 BREAKS**

Each staff member is entitled to breaks and eating periods as provided for in the applicable employment standards legislation.

## **4.4 PERSONAL APPOINTMENTS**

- 4.4.1 Employees may schedule personal appointments (e.g. doctor, dentist, etc.) during work hours if required. The time away from the office should not exceed three hours and should be made up in the same week or charged against any accumulated overtime. Any staff member who finds it necessary to schedule personal appointments during work hours shall provide her or his supervisor with as much advance notice as is possible.
- 4.4.2 Appointments that will exceed three hours away from the office must be approved by the supervisor.

## **4.5 PAY**

The salary shall be paid in bi-weekly installments. The employee will provide the employer with a bank account number for purposes of direct deposit of his or her pay.

## **4.6 CONFIDENTIALITY OF PERSONNEL RECORDS**

- 4.6.1 FNBFA will take due care to ensure that employees' personnel records are treated as completely confidential and are stored in a secure place. The Executive Director will keep a central file for each employee. The Executive Director file will be kept by the Treasurer.
- 4.6.2 The official employment records of terminated employees will be kept for seven years after the date of termination.
- 4.6.3 The employee may consult his or her personnel file upon at least two days notice in writing. The file must be consulted in the presence of the supervisor or his/her delegate.

## **4.7 OCCUPATIONAL HEALTH AND SAFETY**

- 4.7.1 FNBFA provides a smoke-free working environment for its employees.
- 4.7.2 Staff must bring any occupational health and safety issues to the attention of the Executive Director as soon as possible.

#### **4.8 LIABILITY INSURANCE**

The FNBFA will subscribe to a liability insurance providing at least the protection afforded by the *Insurance program for NFPO's related to member municipalities of the Association francophone des municipalités du Nouveau-Brunswick*.

#### **4.9 EXECUTIVE DIRECTOR**

With respect to her or his own working conditions, the Executive Director is supervised by the President of the Federation who is accountable to the Board.

#### **5.0 EMPLOYEE EXPENSE REIMBURSEMENT**

5.1 Upon the submission of original receipts, FNBFA employees will be reimbursed for pre-approved expenses in accordance with FNBFA Reimbursement Policy including, but not limited to:

- (a) Reasonable childcare expenses incurred as a result of exceptional work circumstances;
- (b) Travel to FNBFA or partner organizations meetings;
- (c) "Out of pocket" expenses incurred in the course of FNBFA work.

5.2 All efforts will be made to ensure that reimbursement occurs as soon as possible.

#### **6.0 STATUTORY HOLIDAYS**

6.1 full-time and part-time employee are entitled to the following paid holidays:

- (a) New year's Day
- (b) Family day
- (c) Good Friday
- (d) Easter Monday
- (e) Victoria Day
- (f) Canada Day
- (g) New Brunswick Day
- (h) Labour Day
- (i) Thanksgiving Day
- (j) National Day for Truth and Reconciliation
- (k) Remembrance Day
- (l) Christmas Day
- (m) Boxing Day

6.2 The presence of the employee in the office will not be required for the period between Christmas and New Year's Day, however the Executive Director shall be available and easily accessible to deal with urgent matters.

## **7.0 LEAVES**

### **7.1 GENERAL GUIDELINES**

- 7.1.1 An employee is required to request, in writing, leave or time off from the Executive Director on any occasion other than the following:
- (a) Casual leave of less than three hours to attend an appointment with a doctor, dentist etc.
  - (b) Time off for voting
- 7.1.2 Full-time and part-time employees are entitled to paid authorized leave in the following circumstances in accordance with the terms described in the relevant sections of this Policy. Part-time employees are entitled to a pro-rata share of these leaves, based on hours worked:
- (a) Personal Days
  - (b) Vacation leave
  - (c) Sick leave to a maximum of the leave credits that have been accumulated
  - (d) Special paid leave
  - (e) Time off in lieu of overtime payment
  - (f) Training and education leave

### **7.2 PERSONAL DAYS**

- 7.2.1 Full-time employees are entitled to up to three (3) personal days on an annual basis.
- 7.2.2 Full-time and part-time employees may request, in writing, approval from the Executive Director to take a personal day. Personal days cannot be carried over from one calendar year to the next and there is no financial conversion of unused personal days.

### **7.3 VACATION LEAVE**

- 7.3.1 Full-time and part-time employees are encouraged to take their vacation in the year that it is earned, as time off is an important component of maintaining balance in employees' lives.
- 7.3.2 Leave with pay is granted to an employee each year for the purpose of taking a vacation where the following applies:
- (a) The employee has earned the vacation credits.
  - (b) The time is mutually agreeable to the employee, and supervisor.
- 7.3.3 Vacation credit is earned as follows:
- (a) Unless otherwise negotiated at the time of employment, paid vacation time is accumulated for full-time employees at the rate of 1.25 days per month, for a total of 15 days per annum. After five years of service, an additional 1.25 days

- (b) is accumulated per year of service to a total maximum of 20 days per annum.
- (c) A maximum of 3 days may be carried over from one calendar year to the next. In the event that extraordinary circumstances exist which require more vacation carry over, the employee shall make a request to his or her supervisor in writing, within 10 working days from the end of the calendar year in which the vacation credit is earned, and the supervisor shall make a decision and notify the employee in writing within 10 working days thereafter.
- (d) In the event of unused vacation credit in excess of these three days, the employee shall be paid the monetary equivalent of the unused vacation credit within one month of the end of the calendar year in which the vacation credit is earned.
- (e) Employees must submit, in writing, all requests for vacation.
- (f) During any unpaid leave of absence annual leave credits will not accrue.
- (g) No employee shall take a vacation during a probationary period unless negotiated at the time of employment or with the approval of his or her supervisor.

## **7.4 SICKLEAVE**

- 7.4.1 Full-time employees will accumulate 1.25 days of paid sick leave each month which can be accumulated to a maximum of 25 days. A doctor's certificate is required after five (5) consecutive days of illness.
- 7.4.2 Part-time employees will accumulate and use paid sick leave credits on a pro rata of full time allocation. A doctor's certificate is required after five (5) consecutive days of illness.
- 7.4.3 Sick leave with pay shall only be used in the case of bona fide illness or medical and dental appointments. of more than three (3) hours. If the employer has reasonable grounds to suspect that an Employee is violating the purpose of the present sick leave provisions, it may upon being notified of the absence require the employee to produce a medical certificate regardless of the duration of the illness.
- 7.4.4 Sick leave in excess of five (5) continuous working days shall be covered by the Group Short-Term Disability Plan.
- 7.4.5 Benefits, vacation credits shall be retained.
- 7.4.6 Employees who have exhausted their annual number of sick leave days and who are not eligible for either Short-Term or Long-Term Disability coverage shall be granted a maximum of 60 working days unpaid leave for any subsequent illness. Vacation days may be used for sick leave purposes only with the authorization of the Employer.
- 7.4.7 There is no financial conversion for unused sick leave.
- 7.4.8 Weekends, statutory holidays and vacation leave do not break the consecutivity of the 5 days mentioned in 7.4.1, 7.4.2 and 7.4.4.

7.4.9 Paid sick leave credit will accumulate during such period of pregnancy/parental leave as is provided for in the applicable legislation.

## **7.5 PREGNANCY AND PARENTAL LEAVE**

7.5.1 Employees are entitled to pregnancy and parental leave, in accordance with the applicable legislation.

7.5.2 During the 2-week waiting period as defined by the *Employment Insurance Act*, S.C. 1996, c. 23, when she is able to obtain Employment Insurance benefits, a pregnant employee on pregnancy leave who has been employed by FNBFA for at least one year, will be paid her regular salary. During the next fifteen (15) weeks, she will receive a “top up” payment to 95% of the regular salary.

## **7.6 PAID SPECIAL LEAVE**

7.6.1 FNBFA recognizes that employees may require time off in special circumstances, including family responsibilities and religious practice.

7.6.2 "Family" is defined broadly to include relationships other than the traditional two-parent nuclear family or extended family, e.g., common-law relationships, same-sex partner, and other situations where family-type commitments exist. Immediate family means an employee's father, mother, brother, sister, spouse/partner, child, father-in-law, mother-in-law, grandmother, grandfather, stepchild, foster child, daughter-in-law and son-in-law.

7.6.3 Paid Special Leave will be granted for the following:

(a) Up to five days may be taken for a death in the immediate family.

(b) Five days may be taken for the birth or adoption of an employee's child.

(c) Up to three days annually for religious observances that fall on days other than the statutory holidays that follow the Christian calendar.

7.6.4 Special leave for up to five days annually may be considered for family and care giving responsibilities of an immediate family member.

7.6.5 There is no financial conversion of unused paid special leave and it cannot be carried over from calendar year to calendar year.

## **7.7 UNPAID LEAVE**

FNBFA will grant all other unpaid leaves at its discretion. Requests for unpaid leave should be made in writing to the Executive committee.

## **8.0 OVERTIME**

### **8.1 COMPENSATION**

- 8.1.1 Employees, except the Executive director, will be compensated for overtime at the rate of time and one-half or may be granted as equivalent time off at a mutually agreed time. Prior to working the overtime hours the employee may choose pay or time off. Where the time off cannot be scheduled within sixty (60) days of the end of the pay period in which the overtime was worked, payment shall be made.
- 8.1.2 Work performed outside regular working hours by the Executive director will be presented to the president every week for approval. The hours worked overtime will be compensated in paid leave equivalent to the number of extra hours worked.
- 8.1.3 Part-time and casual employees are eligible for compensation at the overtime rate for hours worked beyond six (6) hours a day and thirty (30) hours in that week.

### **8.2 ASSIGNMENT AND APPROVAL OF OVERTIME**

All overtime required of an employee, except the Executive director must be discussed by the employee and his or her supervisor, and authorized by the supervisor, in advance, in writing.

## **9.0 PERFORMANCE APPRAISALS**

- 9.1 Annually the employee and his or her immediate supervisor will:
  - (a) Review the employee's job description and ensure it does reflect the work that is required of the employee. The job description will be updated to reflect significant changes to the job performed.
  - (b) Identify and review the links between the employee's job description and the Federation goals, objectives and strategic plan.
  - (c) Identify key performance objectives for the year.
  - (d) Identify training objectives and career development to which the Federation can contribute.
  - (e) Sign off on the proposed work plan
- 9.2 A copy of the work plan shall be given to the employee.
- 9.3 Upon completion of the period or of the work plan, the employee and his or her immediate supervisor will:
  - (a) Meet and summarize the work accomplished relative to the goals set at the beginning of the performance period ;

- (b) Document challenges encountered and any unforeseen barriers to the achievement of the objectives ;
- (c) Identify training needs and areas requiring improvemet.

#### **9.4 EVALUATION RESULT**

The immediate supervisor will document the above and present it to the employee in writing with his or her rating of the performance (unsatisfactory, satisfactory, very satisfactory, exceeds expectations). The employee will sign off on the form acknowledging being informed, but not necessarily being in agreement with the content of the evaluation. If an employee disagrees with any part of the performance assessment, he or she may attach comments and file the comments with the performance assessment form.

#### **9.5 APPEALS**

The employee unsatisfied with the rating may appeal to the ombudsperson. The complaint must state the circumstances which were in the employee's opinion disregarded by the supervisor.

#### **10.0 TRAINING AND DEVELOPMENT**

Training and development plans for each staff will be developed annually as a part of the performance appraisal process. Where training needs are identified, training will be provided to staff, subject to FNBFA financial resources and budget.

#### **11.0 ACCOMMODATION**

FNBFA will make every effort to fully accommodate employees in accordance with applicable human rights legislation. The employee is responsible for making any needs for accommodation known to the Executive Director.

#### **12.0 DISCIPLINE**

- 12.1 A supervisor, only for just and reasonable cause, may discipline an employee. Such disciplinary action shall be reasonable and commensurate with the seriousness of the violations.
- 12.2 The causes for discipline shall include, but are not limited to:
  - (a) gross misconduct;
  - (b) an immediate threat to FNBFA and/or its employees;
  - (c) conduct that is abusive of others in the workplace, including but not limited to, harassment or discrimination and/or
  - (d) conduct which significantly disrupts the workplace,

- (e) persistent neglect of duty;
- (f) failure to maintain an acceptable standard of competence and performance, or
- (g) malicious damage to FNBFA.

12.3 Disciplinary measures may include the following:

- (a) A verbal warning.
- (b) A letter of warning or reprimand;
- (c) Suspension without loss of pay;
- (d) Suspension with loss of pay;
- (e) Termination

12.4 Suspensions and terminations will not be imposed by the responsible supervisor without prior authorization by FNBFA executive.

### **12.5 COMPLAINT PROCESS**

If the employee considers the disciplinary measure unwarranted or too severe he or she may, within six (6) work days of being informed of the sanction, file a complaint in writing to the ombudsman.

### **13.0 OMBUDSPERSON AND COMPLAINT PROCESS**

- 13.1 An ombudsperson and a substitute ombudsperson shall be appointed by the Executive for a period of two years with the mandate to receive and investigate employees' complaints or appeals, and make recommendations to the Board. Apart from complaints or appeals specifically mentioned in this policy, an employee may also complain to the ombudsman of violations to the present policy.
- 13.2 Employees shall be informed in writing of the name, phone number and e-mail address of the ombudsperson within three (3) days of his or her appointment. If the employee considers that the appointed ombudsperson is in a conflict of interest or for other reasons cannot exercise the function in an impartial manner, he or she must advise the executive without delay. The Executive will decide whether to appoint another ombudsperson to investigate that particular complaint and the countdown shall start on the day the ombudsperson is appointed.
- 13.3 Within four (4) work days after receiving a complaint or appeal, the ombudsperson shall meet in person or by telephone with the grieving employee and inquire into the source of disagreement, interview as needed person(s) responsible, provide to the Board an opinion as to the validity of the complaint and recommend a course of action.

- 13.4 The report to the Board shall be remitted no later than 12 days after the first meeting with the complainant. The Board shall render a decision in an extraordinary meeting conducted by telephone, e-mail or any other means the Board deems proper. It will inform the complainant within three (3) days of its decision.
- 13.5 Respect for the deadlines is considered essential to minimize the stress on individuals and on the organization.
- 13.6 The Board's decision is final.

#### **14.0 TERMINATION OF EMPLOYMENT**

##### **14.1 INITIATED BY EMPLOYEE**

- (a) Written notice of resignation of an employee shall be submitted to the Executive Director at least two weeks prior to the date when the employee is intending to leave and such written resignation shall specify the employee's intended last day of work. FNBFA reserves the right to waive any advance notice, and to have the resignation become effective upon the date the written notice is given.
- (b) Upon resignation from employment, the employee shall be paid all outstanding salary, accumulated vacation, overtime pay and any further amounts to which he or she is entitled pursuant to the terms of the Personnel Policy or by law. FNBFA reserves the right to pay the employee in lieu of the notice period.

##### **14.2 TERMINATION OF EMPLOYMENT INITIATED BY FNBFA**

- (a) Termination during the probationary period. Notwithstanding section 3.2 of this policy, during the probationary period, FNBFA, within its sole and unfettered discretion, can terminate the employment of the probationary employee within a two weeks notice.
- (b) Termination while on leave. The fact that the employee is on leave does not preclude termination of employment.
- (c) Specified period employment. The employment shall terminate on the date specified in the appointment letter without any need for further notice. In the event the employee works past the specified period without formal extension of the contract, for the purposes of termination rights, that employee is considered a permanent employee.
- (d) Termination with cause. The employer may terminate without notice the employment of an employee who is grossly incompetent or is responsible of misconduct such as, but not limited to dishonesty, insubordination. Permanent and specified period employees can be dismissed with cause.

- (e) Termination “without cause”. The employer can terminate with notice an employee for reasons not related to the employee’s performance or conduct, such as, but not limited to, restructuring of the organization, changes in funding or in strategic programming. In the event the employer determines that the termination shall take effect immediately, the employee will receive payment in lieu of a working notice period. Payment in lieu of notice is based on the normal weekly salary and benefits of the employee.
- (f) In the case of a specified period employee, notice shall be the equivalent of the time remaining in the contract. In the case of a permanent employee, the notice shall be at least two weeks for each year of employment.

## **15.0 OUTSIDE EMPLOYMENT**

Employees have the right to engage in other employment outside the hours they are required to work for the employer, unless there exists a conflict of interest. If there is a potential conflict of interest, the employee shall inform the Employer. In the course of such work outside normal working hours, Employees shall not use FNBFA letterhead or represent themselves to be in any way agents of FNBFA without the express written permission of the President.

## **16.0 POLICY REVIEW**

This policy shall be reviewed in accordance with the *Policy on policies*. However the employees shall be consulted and asked for their suggestions as to changes to be effected. Individual employees may make these suggestions.