Last Updated: [Enter date]

Contents

[Purpose of the Employee Handbook 1](#_Toc938001163)

[Disclaimer 1](#_Toc1426696463)

[Clinic Values, Vision, and Mission 1](#_Toc516137482)

[Equal Employment Opportunity 1](#_Toc1605803375)

[Fair Hiring Policy 1](#_Toc596648357)

[Nepotism 2](#_Toc263099586)

[Orientation 2](#_Toc1501741556)

[Personnel Files 2](#_Toc1757881995)

[Respectful Workplace 2](#_Toc771736231)

[Code of Conduct 2](#_Toc247998809)

[Privacy and Confidentiality 3](#_Toc449146052)

[Personal Appearance 3](#_Toc18201176)

[Alcohol, Recreational Marijuana, Illegal Drugs, and Gambling 3](#_Toc1190312026)

[Use of Social Media 3](#_Toc1988306170)

[Use of Scented Products 3](#_Toc1339118571)

[Smoking and Vaping 4](#_Toc13400515)

[Conflicts of Interest 4](#_Toc1729898783)

[Workplace Violence & Harassment 4](#_Toc1117097416)

[I) Workplace Violence 4](#_Toc217196120)

[II) Workplace Harassment 4](#_Toc1667881771)

[III) Dispute Resolution 5](#_Toc1169551662)

[Probation Period 5](#_Toc1737165099)

[Hours of Work 6](#_Toc243314385)

[Storm Policy 6](#_Toc1216882666)

[Performance Management 6](#_Toc15960804)

[Performance Reviews 6](#_Toc811501456)

[Professional Development 6](#_Toc155311890)

[Discipline 7](#_Toc767262447)

[Salary & Benefits 7](#_Toc1549660591)

[Pay Period 7](#_Toc48684424)

[Employee Group Benefit Plan 7](#_Toc679704899)

[Additional Employee Benefits 7](#_Toc1875187981)

[Vacation and Holidays 7](#_Toc1352393237)

[Vacation Entitlement 8](#_Toc179946527)

[Scheduling of Vacation 8](#_Toc1464572654)

[Statutory Holidays 8](#_Toc530664691)

[Vacation Pay Upon Termination 8](#_Toc808640622)

[Leaves 8](#_Toc1863018154)

[Personal Leave 8](#_Toc1323283630)

[Appointments 8](#_Toc2030293615)

[Special Leaves 9](#_Toc1588608830)

[Bereavement 9](#_Toc1683429576)

[Jury or Court Witness Duty 9](#_Toc1681564916)

[Compassionate Care Leave 9](#_Toc1069111401)

[Family Responsibility Leave 10](#_Toc701218152)

[Voting 10](#_Toc579792993)

[Reservists Leave 10](#_Toc643545667)

[Leaves of Absence without Pay 10](#_Toc1806566967)

[Unauthorized Leave of Absence 10](#_Toc227912955)

[Maternity, Childcare, and Adoption Leave 10](#_Toc882885958)

[Leave Definitions 10](#_Toc2064128730)

[Maternity Leave 11](#_Toc1482348023)

[Childcare Leave 11](#_Toc1451893330)

[Adoption Leave 11](#_Toc988653214)

[Termination of Employment 11](#_Toc2005573940)

[Resignation or Retirement 11](#_Toc1587090589)

[Layoffs 11](#_Toc2438476)

[Termination 11](#_Toc1433669765)

[Employer Property 12](#_Toc1694881858)

[Use of Office Property 12](#_Toc1710177959)

[Office Security and Maintenance 12](#_Toc1112887410)

[Computer and Technology 12](#_Toc2112437706)

[Laptop Security 12](#_Toc808024098)

[Health & Safety 12](#_Toc1263233808)

[Acknowledgement 13](#_Toc1294798715)

[Acknowledgement of the Employee Handbook 13](#_Toc1394852780)

[Appendix A - EMPLOYEE CONFIDENTIALITY AGREEMENT 13](#_Toc1801040144)

**Purpose of the Employee Handbook**
This employee handbook contains an overview of the information you need to know as an employee at [Clinic Name] and is not intended to cover every situation that may arise during your employment. New and existing employees are expected to read and comply with the contents of this handbook.

Whether you are a new employee or a long-term employee, we invite you to use the handbook as a tool to provide useful information about your work environment.

The purpose of the handbook is to clearly communicate information that is relevant and important to the employees of the clinic. The policies contained within are not intended to be a barrier to operational or employment flexibility for either the organization or its employees. Rather, they should be viewed to ensure fair and equitable compliance within the workplace.

# **Disclaimer**

This employee handbook is not a contract of employment. It is intended to inform employees about company principles, benefits, and policies. Information in this handbook is subject to change and [Clinic Name] will make every effort to provide revised or new information as soon as it is available. [Clinic Name] reserves the right to change the handbook at any time, with or without notice.

The items outlined in these policies were established by [Clinic Name] in conjunction with the New Brunswick Employment Standards Act and the Occupational Health & Safety Act of New Brunswick. In the event of a change to any relevant laws and regulations, they will supersede the policies as outlined below.

# **Clinic Values, Vision, and Mission**

Our Mission

[Add here]

Our Vision

[Add here]

Our Values
[Add here]

# **Equal Employment Opportunity**

[Clinic Name] is an equal opportunity employer and employs personnel without regard to race, ancestry, place of origin, ethnic origin, language, citizenship, creed, religion, gender, sexual orientation, age, marital status, family status, physical and/or mental handicap, or financial ability.

# **Fair Hiring Policy**

It is our intention to find and attract the most qualified person for every job. We work to ensure our recruitment and selection activities are fair, objective, equitable, and non-discriminatory. Hiring is based on the principle of merit, assessing an applicant’s education, experience, skills, knowledge, and personal attributes.

Applications are encouraged from current employees and will be screened in the same manner as applications received from outside applicants. The successful candidate must demonstrate the competencies necessary to perform a job well, receive a positive referral and demonstrate a good fit with the culture and values of [Clinic Name].

## **Nepotism**

Candidates shall not be hired for a position where they may report to or supervise a member of their immediate family without the prior written consent of the clinic owner. Immediate family is defined as: parent(s), stepparent(s), foster parent(s), sibling(s), grandparent(s), spouse (including common law), stepchild(ren) or ward of the employee, father-in-law, or mother-in-law.

## **Orientation**

[Clinic Name]’s onboarding process proactively manages how new hires quickly become engaged, committed, contributing and successful members of our team. Along with their letter of offer, new employees will receive a copy of this Employee Handbook to learn its contents, be aware of other policies and be asked to sign off on their adherence.

## **Personnel Files**

Confidential employee files are the property of the organization, and as such, access to the information is restricted to [indicate who]. Employees wishing to view their own confidential file should contact the [indicate who]. With reasonable notice, employees may review their confidential employee file in the presence of an individual appointed by the organization to maintain the files.

## **Respectful Workplace**

[Clinic name] believes that one of the medical clinic’s strengths is our people. When conducting [Clinic name] business, employees are representing the organization and as such are expected to uphold an appropriate code of conduct. This code of conduct includes practicing the highest personal standards of conduct, demonstrating ethical behavior, and showing respect in relationships.

## **Code of Conduct**

This code of conduct is to be upheld whether the employee is in the office, working from home, or attending an event as a representative of [Clinic Name]. As such, this expectation can extend beyond the standard hours of work to include all situations where the employee is representing the clinic.

The following list of inappropriate conduct is meant to illustrate examples of what would be considered inappropriate and unacceptable:

* Using obscene, hateful or abusive language in person or with the use of technology.
* Excessive personal use of telephones, computers or cell phones.
* Inappropriate use of email or internet.
* Excessive absenteeism or tardiness.
* Wilful neglect or mishandling of [Clinic Name] property.

## **Privacy and Confidentiality**

All employees must read and sign the [Clinic Name] confidentiality agreement referenced in appendix A at the bottom of the employee handbook.

## **Personal Appearance**

[Clinic Name] follows a dress code that aligns with the professional services delivered by the clinic. Appropriate [Type] dress code typically includes: [add examples]. It does not include [examples: T-shirts, sweatshirts, shorts, or flip flops].

All clothes and footwear should be clean and in good repair. Clothing should not be too revealing; have discernible rips, tears, or holes; or display offensive wording/stamps. An employee’s position or job assignment may inform their dress code, and we may change our dress code in particular circumstances.

Repeat violations or violations that have major repercussions may result in disciplinary action being taken, up to and including termination.

## **Alcohol, Recreational Marijuana, Illegal Drugs, and Gambling**

It is the organization’s right and responsibility to its employees to maintain a workplace that is free

from alcohol, recreational marijuana, edibles, illegal drugs and gambling and their effects. Employees are responsible for contributing to a safe, healthy and productive work environment and avoiding activities that might impair the work functions of themselves or others. The presence of alcohol, recreational marijuana, edibles, illegal drugs or gambling in the workplace may be cause for corrective action, including termination of employment. Employees with drug and/or alcohol dependencies will have the opportunity to obtain confidential counselling and accommodation up to the point of the [Clinics Name] undue hardship.

## **Use of Social Media**

[Clinic Name] recognizes that our employees may use social media such as Facebook, Twitter, LinkedIn, YouTube, Instagram, etc. However, employees' use of social media could become a problem if it interferes with the employee's work, is used to harass or discriminate against co-workers, creates a hostile work environment, divulges confidential information about our clinic; or harms the goodwill and reputation of our organization.

## **Use of Scented Products**

[Clinic Name] is aware that some employees may have allergies or sensitivities to perfumes, lotions, colognes, and/or chemical smells. As a result, we discourage the overuse of these products.

## **Smoking and Vaping**

Effective 2004, the province of New Brunswick banned smoking in workplaces. As such, [Clinic Name] is a non-smoking workplace and smoking in or around the clinic is not permitted at any time. Employees must leave the premises if they wish to smoke or vape.

## **Conflicts of Interest**

Employees of [Clinic Name] are expected to adhere to the highest standards of personal and professional integrity, always maintaining loyalty to the clinic and its patients. Personal gain shall not conflict with the duties of the employee. A conflict of interest arises when personal interests could interfere with the employee’s ability to perform their job responsibilities in the best interests of the clinic or patient. Disclosure of potential conflicts of interest is necessary to ensure that all potential situations in which duality of interest may be present are made fully known.

If a potential conflict exists (or if there is a concern that a conflict may arise), because of an employee's personal related interest in a matter, the employee shall advise their manager immediately. When in doubt about a situation, err on the side of caution and consult your manager as soon as you become aware of, or involved in, a potential conflict situation.

## **Workplace Violence & Harassment**

[Clinic Name] is committed to providing a harassment-free environment for its employees. Mutual respect, along with cooperation and understanding, must be the basis of interaction between patients and employees. [Clinic Name] will neither tolerate nor condone behavior that is likely to undermine the dignity or self-esteem of an individual, or create an intimidating, hostile or offensive environment.

A healthy and safe workplace must be a respectful one – free of violence and harassment.

### **I) Workplace Violence**

[Clinic Name] is committed to protecting employees from workplace violence. Workplace violence will not be tolerated from anyone in the workplace, including supervisors, co-workers, and the public.

“Violence,” in a place of employment, means the attempted or actual use of physical force against an employee, or any threatening statement or behaviour that gives an employee reasonable cause to believe that physical force will be used against the employee, and includes sexual violence, intimate partner violence and domestic violence.

Further to the definition of violence is the definition of abuse. Abuse can be verbal, psychological, or sexual in nature. Verbal abuse is the use of unwelcome, embarrassing, offensive, threatening or degrading comments. Psychological abuse is an act which provokes fear or diminishes a person’s dignity or self-esteem. Finally, sexual abuse is any unwelcome verbal or physical advance or sexually explicit statement.

### **II) Workplace Harassment**

[Clinic Name] is committed to protecting employees from workplace harassment. Workplace harassment will not be tolerated from anyone in the workplace, including supervisors, co-workers, members, and the public.

“Harassment” in a place of employment, means any objectionable or offensive behaviour that is known or ought reasonably to be known to be unwelcome, including bullying or any other conduct, comment or display made on either a one-time or repeated basis that threatens the health or safety of an employee, and includes sexual harassment, but does not include reasonable conduct of an employer in respect to the management and direction of employees at the place of employment.

Some examples of harassment include:

* offensive or intimidating comments or jokes
* bullying or aggressive behaviour
* displaying or circulating offensive pictures or materials
* inappropriate staring
* workplace sexual harassment (includes unwelcome solicitation or advances from a manager, supervisor or another person who has the power to reward or punish the worker)
* isolating or making fun of a worker because of gender identity or other personal characteristics

Employees must report any violent incidents to the [Clinic Owner] (or designate). Notice of complaints or incidents of violence can be done in writing or verbally.

[Clinic Name] has zero-tolerance with regards to harassment and violence. Employees engaging in either harassing or violent activities will be subject to discipline, which may include termination of employment and possibly criminal charges.

In addition, [Clinic Name] has a zero-tolerance limit with regards to patients harassing staff or displaying disrespectful behaviors. If any staff member feels uncomfortable with how a patient is treating them, the staff member is to end the conversation and report it immediately to the [Clinic Owner].

### **III) Dispute Resolution**

Regrettably, conflict can occur in any working environment. To resolve conflict in an expedient, yet fair manner, [Clinic Name] recommends the following process for conflict or dispute resolution.

* Speak to the person you are having a dispute with. Often disputes arise due to misunderstandings and miscommunications.
* If speaking to the individual does not work, speak to your manager. Leadership will arrange a meeting between those involved in the dispute, to determine a resolution.

# **Probation Period**

The probationary period is normally [three (3) or six (6)] months. If the clinic determines that the normal probation period does not allow enough time to thoroughly evaluate the employee’s performance, the probation period may be extended for a specific period. During the probationary period, the employee will be evaluated on his/her job performance. The manager oversees the probation and ensures that the employee has the information necessary to do their job, including, but not limited to the development of a work plan and provision of training where necessary. Should an extension to the probation period be extended beyond the normal [three (3) or six (6)] months, a plan to support the employees to be successful will be put in place.

Any significant absence will automatically extend the probation period by the length of absence.

During the probation period, the employee may be dismissed without cause and/or notice.

# **Hours of work**

Full-time employees are expected to work a minimum of [Number] hours per week. The regular work week is [Monday to Friday], and the standard operating hours are from [8:30am to 4:30pm], with [half-hour/one hour] for lunch.

## **Storm Policy**

Employees are encouraged to use good judgement in monitoring weather and travel conditions. [If employees can work from home: All efforts to keep the office open, regardless of the weather, will be taken. As we are equipped to work from home, when inclement weather is forecasted, please ensure you take your computer home and use your own judgement when travelling.]

# **Performance Management**

## **Performance Reviews**

The performance review document will be a living document for each employee. Employees are responsible for developing their respective workplan for the year. This plan will be reviewed with their manager and amended, as necessary. Throughout the year, the employee and employer may refer to this document to track progress made toward objectives, highlight areas of concern, and indicate challenges identified along the way. At the time of the performance review, the employer and employee will review the objectives, and the results achieved.

Performance review meetings, for all employees, will occur [annually?] thereafter. This meeting is to review successes and challenges from the preceding year. Once complete, both parties shall sign off on the final document which will be saved in the employee’s personnel file.

There are several opportunities throughout the year for feedback conversations and progress updates on goals (i.e., check-ins, team meetings, six-month review meetings, etc.).

## **Professional Development**

Recognizing the mutual benefits for our organization and our employees, we may provide financial assistance to employees for courses, certification programs, and examinations requested by leadership or voluntarily taken by employees interested in furthering their formal education. The courses, programs, and examinations covered under this policy must meet certain criteria established by the organization (i.e. improve employee’s general job-related skills or knowledge).

In some cases, employees will be requested to sign a Return of Service Agreement. This agreement is designed to formalize our mutual commitment to the terms and conditions of an employee’s continued employment with [Clinic Name]. In consideration of the investment made in professional growth and development, the agreement outlines the duration of service the employee commits to providing to [Clinic Name] following the completion of any sponsored training, education, or certifications.

## **Discipline**

Discipline at [Clinic Name] shall be progressive, depending on the nature of the problem. Its purpose is to identify unsatisfactory performance and/or unacceptable behaviour. The stages may be:

1. Verbal reprimand
2. Written reprimand
3. Dismissal

Some situations may be serious enough that all three steps are not used. Some examples of these types of situations are theft, assault, or wilful neglect of duty. In all cases, documentation is to be included in the employee’s personnel file.

# **Salary & Benefits**

## **Pay period**

There are [twenty-six (26)] pay periods per year, with pay deposited [bi-weekly], on [day of the week].

## **Employee Group Benefit Plan**

[Clinic Name] is happy to offer permanent, full-time employees with Group Benefits provided by [Provider Name] upon the commencement of employment with [Clinic Name].

Please see the Employee Group Benefits handbook for complete coverage and benefit details.

## **Additional Employee Benefits**

[Clinic Name] offers the following additional benefits to permanent, full-time employees who have successfully completed their probationary period:

* [Add here if applicable – i.e. gym membership rates, insurance rates]

# **Vacation and Holidays**

Vacations are provided to ensure employees have a rest from work without loss of income and return to work refreshed. All employees are encouraged to take their full vacation within the year in which it is earned. [Vacation days must be taken within each fiscal year. There will be no carryover of vacation days into the next fiscal year. Any unused and accrued vacation will be paid out at the end of each fiscal year.] OR [We realize that special circumstances may occur, which prevent the use of earned vacation. In this case, with approval from the employer, employees can carry over up to [X number] vacation days to be used by [specific time] of the following calendar year, without penalty.]

## **Vacation Entitlement**

Vacation entitlement is based on years of professional working experience. [Clinic Name] will determine what constitutes years of work experience in conjunction with the employee’s resumé on file.

## **Scheduling of Vacation**

Earned leave must be scheduled in such a way as to not disrupt the normal flow of business. Requests during busy times and/or made at the last minute will be considered but not automatically approved, taking into consideration the overall deliverables of the team. In addition, there may be times when special tasks are underway that could have an impact on when employees can schedule earned leave.

All vacation requests are to be proactively approved by the employee’s manager.

## **Statutory Holidays**

[Clinic Name] is closed for the following paid public holidays:

* New Year’s Day
* Family Day
* Good Friday
* Easter Monday (Optional)
* Victoria Day (Optional)
* Canada Day
* New Brunswick Day
* Labour Day
* National Day for Truth & Reconciliation (Optional)
* Thanksgiving Monday (Optional)
* Remembrance Day
* Christmas Day
* Boxing Day (Optional)

## **Vacation Pay Upon Termination**

When an employee terminates their employment, they will receive unused vacation pay pro-rated at the employee’s current rate of entitlement. If an employee has already taken unearned vacation at the time of termination of service, payment for the unearned portion of their vacation will be deducted from their final pay.

# **Leaves**

[Clinic Name] recognizes that certain conditions justify the absence of an employee. It is [Clinic Name] policy to grant leaves of absence for employees in such situations where the clinic operations permit, and individual circumstances warrant such leave.

## **Personal Leave**

Reasonable time off is allowed because of employee illness or accident. Employees must notify their manager of unexpected absences prior to when the employee is expected to be at work. The report must be made on each day of the absence. If personal leave is expected to extend beyond five consecutive days, the employer may require a medical opinion.

## **Appointments**

Reasonable time off is allowed for employee appointments for medical, dental, and other health-care appointments. Whenever possible, employees are encouraged to make such appointments either early in the day, on their lunch break, or late in the afternoon. [While we do not ask that time for occasional appointments be made up by the employee, in the instance of lengthy or frequent appointments, the employee may be required to make up time spent away from the office at the discretion of the employee’s manager.] OR [While the employer agrees to pay the employee’s, time used for occasional appointments, it is expected that the time will be replaced within X number of days.]

Employees must notify their manager of the absence, the reason and the length of time involved.

# **Special Leaves**

## **Bereavement**

[In the event of the death of a person in a close family relationship, [Clinic Name] will give an employee a leave of absence of up to five consecutive days without pay. Immediate family includes an employee’s partner, spouse, children, parents, parent’s in-law, siblings, grandparents, or grandchildren. Bereavement leave is to begin no later than the day of the funeral.]

OR

[The death of a loved one is often traumatic for an employee and must be treated accordingly. [Clinic Name] bereavement leave policy is designed to provide permanent, full-time employees with paid time away from work to grieve and to handle matters related to a death in their family. In the event of the death of a member of an employee’s immediate family, eligible employees may take paid bereavement leave up to [Number] consecutive days. Immediate family includes an employee’s partner, spouse, children, parents, parent’s in-law, siblings, grandparents, or grandchildren. This leave shall not commence later than the day of the funeral.]

Paid holidays, for which the employee is entitled to compensation, that fall during the bereavement leave,

will not be counted as bereavement days.

If the death occurs during an employee's vacation, the employee will be granted bereavement leave and the vacation credits will be restored. The employee is entitled to defer taking vacation until the leave

expires or, if the manager and employee agree to a later date, until that later date occurs.

Bereavement leave has no monetary value.

## **Jury or Court Witness Duty**

An employee who is summoned or selected to serve on a jury or act as a witness in a court proceeding will

be granted the necessary time off with pay. An employee who has been selected for jury duty shall notify

their manager, with a copy of the notification.

## **Compassionate Care Leave**

[Clinic Name] recognizes the demand that families can place on employees, and the need for some degree of flexibility in times of illness, or other family issues. In compliance with Employment Insurance (EI) Compassionate Care Benefits, eligible employees are granted unpaid compassionate care leave, based on the formula and criteria supplied by the NB Employment Standards Act.

## **Family Responsibility Leave**

In each calendar year, employees are granted up three (3) unpaid days to meet family responsibilities related to the health, care, or education of a person in a close family relationship with the employee. Examples include medical/ dental appointment, childcare, appointment with teachers, Christmas, or year-end school concerts. (Sporting events, plays, recitals, etc. are not eligible for this type of leave). Requests for such leave must be made in writing to the employee’s manager.

## **Voting**

[Clinic Name] recognizes that voting in an official election is a fundamental right of all employees; therefore, all employees who are eligible to vote may take time off to have the opportunity to exercise their vote (if needed), as is required by law, in advance of the poll closing. This leave is granted at the discretion of the employee’s manager.

## **Reservists Leave**

Employees who request leave to train in the reserves, or be an active reservist with the Canadian Forces,

are entitled to an unpaid leave of absence in conjunction with regulations set out by the NB Employment

Standards Act.

## **Leaves of Absence without Pay**

[Clinic Name] may approve leaves of absence without pay. When reviewing an employee’s request for a discretionary leave of absence without pay, the following circumstances will be taken into consideration:

* the urgency, importance, and nature of the reason for the request
* the employee’s length of service and performance
* the length of the requested leave of absence
* work requirements permitting the employee’s absence without unreasonable disruption of work
* the frequency with which such requests are made by the employee
* the employee’s intention of returning to work at the end of the leave of absence

## **Unauthorized Leave of Absence**

An employee absent from duty for any period without prior approval may be subject to disciplinary action up to and including discharge.

## **Maternity, Childcare, and Adoption Leave**

[Clinic Name] follows the New Brunswick Employment Standards Act in relation to Maternity, Childcare and Adoption leave.

### **Leave Definitions**

* Any pregnant employee is entitled to seek Maternity leave.
* Any employee who becomes a parent, natural or adoptive, is entitled to seek Childcare leave or Adoption leave.
* As outlined in the Act, employees are, at a minimum, entitled to unpaid leave surrounding the birth or adoption of their children.
* During these periods of leave, employees are encouraged to contact Service Canada to apply for maternity and parental benefits available to them through the Federal Employment Insurance (EI) program.

### **Maternity Leave**

Employees who wish to take Maternity leave are required to advise the employer four months prior to their expected delivery date, the leave or as soon as pregnancy is confirmed, whichever is later.

The current maximum length of maternity leave is 17 continuous weeks.

### **Childcare Leave**

Employees who wish to take Childcare leave are required to provide the employer with a medical doctor’s certificate specifying the probable date of delivery or the date of the child’s birth, and in the absence of an emergency, give four weeks written notice to [Clinic Name] of the commencement date and duration of the leave.

The current maximum Childcare leave is 62 consecutive weeks (unless combined with Maternity Leave).

### **Adoption Leave**

Employees who wish to take Adoption leave are required to provide proof that a child has been or will be placed with the employee for the purpose of adopting. Employees are asked to notify the employer of the commencement date and duration of requested leave (upon being made aware of the date of placement with the employee for adoption). In the absence of an emergency, give four months’ notice to the employer before the anticipated day on which a child will come into the employee’s care and custody.

The current maximum leave is 62 weeks.

# **Termination of Employment**

## **Resignation or Retirement**

Employees who resign are expected to give reasonable notice of their intent. This will vary from job to job, but a minimum of [Number] weeks is expected. In the instance of retirement, [Number] weeks or more notice is expected. Resigning employees should submit their resignation in writing to their manager. All resigning employees will be offered the opportunity to complete an exit interview.

## **Layoffs**

Employees may be release from their position due to economic circumstances or redundancy of a position. The [Clinic Owner] will review all situations, and the New Brunswick Employment Standards Legislation will be adhered to.

## **Termination**

Termination is defined as the severance of the employment relationship by the employer.

## **Employer Property**

Upon termination of employment for any reason, all items of any kind created or used pursuant to the employee’s service or furnished by [Clinic Name], including but not limited to computers, cell phones, reports, files, manuals, literature, program or course materials, confidential information, access swipe card, keys, corporate credit cards or other material shall remain and be considered the exclusive property of [Clinic Name] at all times, and shall be surrendered to your manager in good condition, promptly and without being requested to do so.

# **Use of Office Property**

An employee requires the approval of their manager to borrow or remove any clinic property. This includes all equipment, software, and files. Employees in a flexible workplace arrangement must also abide by our use of office property guidelines.

## **Office Security and Maintenance**

It is the collective responsibility of all staff to always maintain a high level of office security, in addition to maintaining office orderliness.

## **Computer and Technology**

Computers, telephones, cell phones, voice mail, email, and internet usage assigned to [Clinic Name] employees are for the purpose of conducting [Clinic Name] business and any use for personal purposes should be limited. Managers and other authorized individuals may access any material in an employee’s clinic email box or stored on a clinic computer at any time. Electronic communications and storage are not private if created or stored at work.

## **Laptop Security**

It is every employee’s responsibility to minimize the clinic’s exposure to information security risk as well as

increase the user’s personal safety and safeguard the company’s hardware investment. All employees

should be aware of the following guidelines as it pertains to the security of clinic equipment:

* do not leave laptops unattended
* do not allow anyone else to use your laptop — it is company equipment and provides access to our networks
* do not leave your computer screen open and visible to others when you have stepped away
* only connect to approved or known wireless networks
* do not leave laptops in vehicles

The theft of a laptop must be reported immediately to your manager, who based on the

circumstances, will decide on next steps.

# **Health & Safety**

[Clinic Name], jointly with its employees, must take reasonable precautions to ensure a safe work environment. The organization complies with all requirements for creating a healthy and safe workplace in accordance with the Occupational Health & Safety Act of New Brunswick, and associated legislation/regulations. Employees who have health and safety concerns or identify potential hazards should contact their manager.

Individual employees will be responsible for:

* Observing policies and procedures and working in a safe and prudent manner so as not to endanger other employees or themselves through unsafe work practice
* Reporting any actual or potential safety hazards to their manager
* Preventing loss of, or damage to property due to unsafe or improper work practices

# **Acknowledgement**

## **Acknowledgement of the Employee Handbook**

The Employee Handbook contains important information about [Clinic Name], and I understand that I should consult my manager regarding any questions not addressed in the handbook.

Since the information and policies described herein are subject to change at any time, I acknowledge that revisions to the handbook may occur. All such changes will generally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the clinic owner can adopt any revisions to the policies in this handbook.

I confirm that I have read and understand the information contained within the Employee Handbook and will conduct myself in accordance with a condition of my employment with [Clinic Name].

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Name (Print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Employee Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date (DD/MM/YYYY)

# **Appendix A - EMPLOYEE CONFIDENTIALITY AGREEMENT**

***Disclaimer****: This Agreement is a template only intended to assist physicians when hiring an employee. This Agreement does not and is not intended to deal with the various legal, professional and business issues relevant to a practice and should not be taken as legal advice.*

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the Province of New Brunswick, in consideration of [PRACTICE NAME] (the "**Practice**") agreeing to engage me as an employee (the “**Employment** ”), and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), agree as follows:

1. I understand that during the course of my Employment with the Practice, I will gain knowledge of, or have access to, information relating to the business and affairs of the Practice, including the private and personal information of its patients and third parties who may from time-to-time have dealings with the Practice (such information herein collectively referred to as the “**Information**”). The Information, regardless of the form in which it is recorded, transmitted, observed or expressed, or to which it may be converted or transcribed, shall include, without limitation, written and electronically stored or accessible information and data, and includes the name and identity of all such patients and third parties.

1. I acknowledge that all Information is strictly confidential, and I agree that I shall not reveal to any person or entity, or use any Information at any time, except with the express, written consent of the Practice or patient, or as may be required by law.

1. I acknowledge and agree that my obligation of confidentiality under paragraph 2 is of indefinite duration and that I will never disclose any Information to any person or entity, except with the express written consent of the Practice or patient, or as may be required by law.

1. I undertake and agree that no Information will be distributed, altered, copied, interfered with or destroyed, except in accordance with the express written consent of the Practice or patient.

1. I agree to use extreme caution with, and take all steps to safeguard, the confidentiality of any part of the Information that may come into my possession at any time or in any place, and in particular when using any type of electronic device or when performing my duties outside the office of the Practice.

1. I understand and agree that compliance with this agreement is a condition of my Employment with the Practice, and that failure to comply strictly with each term of this agreement may result in the termination without notice of my Employment with the Practice.

1. This Agreement shall be governed by and construed in accordance with the laws of New Brunswick and the laws of Canada applicable therein.

1. The covenants in this agreement are separate and severable, and unenforceability of any specific covenant shall not affect the provisions of any other covenant. Moreover, if any court determines that the restrictions as set forth herein are unreasonable, then it is the intention of the parties that such restrictions be enforced to the fullest extent which the court deems reasonable, and the agreement shall thereby be reformed.

1. I have been advised that I have the right to seek independent legal advice prior to signing this agreement.

Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, New Brunswick, this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Signature Witness