

Centre for Art Tapes Personnel Policy

All of the following policies apply to core staff.

“*” Denotes applicable to part-time staff.

“#” Denotes applicable to contract staff and workshop instructors.

“&” Denotes applicable to unpaid users of CFAT: Members, Volunteers, Board Members

TABLE OF CONTENTS

1. *# Employment Conditions	2
2. * Renewal/Termination of contract	6
3. * Evaluations	6
4. *#& Leaves	6
5. *# Grievance Procedure	8
6. *# Policy for Procedure Around the Closing of the Centre	8
7. *#& Pro-Safe Space	9
8. * Staff Access to Suites and Equipment	11
9. *#& Occupational Health & Safety	11
10. *# Policy for Changing the Policy	13

1. ** Employment Conditions

- a) Employee classifications
- b) Hours of employment
- c) Payroll payment schedule/Payroll deductions
- d) Overtime
- e) Holidays
- f) Annual Vacation

a) Employee Classifications

An employee is an individual person hired and receiving a salary directly from CFAT.

Upon commencing employment all permanent Core Staff, Part-Time, and contract employees shall complete a probationary period, at the conclusion of which the employee shall be placed on permanent status or released. The probationary period for Core Staff will be a period of 3 to 6 months, to be established on a case-to-case basis.

i. Core Staff

Core staff positions include the Director of Operations, Programming Director, and Production Director. Titles may be revised at the discretion of the Personnel Committee with the approval of the Executive Committee of the Board of Directors. Core staff are employees who are regularly scheduled for not less than 29 hours per work week, and who are continuously employed for ten consecutive months or more. Core staff are entitled access to all Staff Benefits (see Section 4), pro-rated as appropriate, unless otherwise stated in their Employment Agreement or in the eligibility provisions of any CFAT benefit plan.

ii. * Part-time

Part-time employees are hired by the hour, day, or week. Part-time employees do not participate in CFAT employee benefits. A Letter of Agreement covers the terms of employment.

iii. # Contract

Contract employees or consultants are hired for a specific period of time related to a support or carry out a specific project at a specific fee for service as identified by the contract. The consultant is not an “employee” and an employer-employee relationship shall not exist for independent contractors or consultants.

b) ***# Hours of Employment**

Each Core Staff is responsible for their own work schedule.

Regular office hours are Tuesday to Friday inclusive.
Tuesday, Wednesday, Friday from, 9:30am to 5:00pm,
Thursday from 9:30am-6:00pm.
CFAT is closed on Saturday, Sunday and Monday.

Core Staff employment will be remunerated on the following basis: 7 paid hours of work, 0.5 hour unpaid for lunch break, totalling a 30 hour work week.¹

This remuneration structure may vary, based on the Employee's specific contract.

Part-time Employees and Contract Positions on unscheduled hours will be expected to be flexible in their working time to cope with CFAT needs and will be required to keep a calendar record of time spent.

Four consecutive days in a workweek constitutes a 28-hour work week. Overtime occurs after an employee has worked in excess of 28 hours in a particular work week (unless otherwise specified in their Employment Agreement).

A work week is a period of time between 00:00 on a Monday until the following Sunday 23:59.

Occasionally, employees may find it necessary to alter their work hours, or conform to specific conditions to meet the requirements of their job responsibilities. Flexible work hours or "work-at-home days" may be accommodated, contingent on work requirements, at the discretion of the Personnel Committee, with approval by the Board of Directors.

c) *** Payroll, Remuneration, Deductions and Employer Contributions**

CFAT payroll is issued bi-weekly and covers the pay period up to and including the day the payroll is issued.

Employees are paid by cheque every two weeks, on Thursdays.

In accordance with Canada Customs and Revenue Agency (CCRA) requirements, all salaried employees will have income tax and employee contributions to the Canada Pension Plan (CPP) and Employment Insurance (EI) deducted from their gross pay.

¹ Update annually as needed, based on evolving staff structure and any major parameter changes to contract renewals.

CFAT will remit employer contributions for CPP and EI, on behalf of Core Staff and part-time employees together with the employees' contributions.

d) Overtime

It is generally accepted that the work week shall be between the hours of 9:30am to 6pm, Monday to Friday with 0.5 hour off for unpaid lunch, but it is also recognized that flexibility is essential, and that time allocation will be made in a responsible manner. In the event that overtime is worked, compensation shall be in accordance with the following principles:

Core staff will receive equal time off for hours of overtime-worked (time for time, also referred to as 'time off in lieu of paid compensation'). It is the Employee's responsibility to report overtime worked; a record of all overtime with a brief description of how those hours were spent should be recorded in a shared online calendar, and updated monthly for the Personnel Committee to review. This information will be included as part of the Employee's report at every regular board meeting.

Overtime in excess of 7 hours in any calendar month must be compensated with equal time off, in lieu of paid compensation. Time off in lieu of paid compensation should be scheduled, in consultation with other core staff, as soon as accrued overtime reaches 7 hours. Time off must be taken within the following two calendar months (unless otherwise approved by the Personnel Committee.)

Employees must not accumulate more than 30 hours of overtime at any time in the calendar year.

If it is anticipated that an Employee will accrue overtime due to upcoming programming (or other CFAT related work), flexible time off prior to accruing any overtime is encouraged as long as the work of the employee or fellow employees are not compromised. The Employer retains the right to request that employees seek pre-approval for overtime hours, if the Personnel Committee determines that there is an unreasonable excess of overtime hours logged in any given calendar month. Any Employee who requests time off in lieu of paid compensation i.) due to overtime hours worked, or ii.) in anticipation of overtime hours to be worked, must ensure that their duties are adequately covered by another staff member before the time is taken off.

All overtime must be used up by December 31 of the year accumulated. Overtime cannot be carried forward into a new calendar year unless extenuating circumstances prevail. Any overtime that is carried forward into a new calendar year must be requested in writing, and approved and recorded in writing by the Personnel Committee.

Between Christmas and New Years the Centre will be closed to the public. Employees are expected to work during this period of time, on any December 27, 28, 29, 30, 31 that fall on CFAT's regular days and hours of operation. Employees are encouraged to regard this period of time as an opportunity to use up over time hours accumulated during the year. Any days off taken by the Employee that are not accrued overtime will count as used vacation days.

Any additional days during this time of year that CFAT is to be closed to the public will be determined by the Board.

e) * **Holidays**

CFAT observes the following holidays.

All core staff and part-time employees will be paid for statutory and CFAT holidays.

New Year's Day	January 1
Good Friday	Friday before Easter Sunday
Easter Monday	Monday after Easter Sunday
Victoria Day	Third Monday in May
Canada Day	July 1
Natal Day	First Monday in August
Labour Day	First Monday in of September
Thanksgiving	First Monday in October
Remembrance Day	(unless it falls on Saturday or Sunday)
Christmas Day	December 25
Boxing Day	December 26

Holidays that occur on a Monday will be observed by CFAT on a Tuesday and therefore the Centre will be closed on that Tuesday.

For those of different religious affiliation, or in the case of other special circumstances, alternate days off, in lieu of statutory or CFAT holidays may be arranged at the discretion of the Personnel Committee.

f) **Vacations**

Core Staff are entitled to three weeks paid vacation annually.

In all cases, vacations are to be scheduled in consultation with, and in consideration of, other employees and during periods that suit job responsibilities. The employee will ensure continuous coverage of their duties. Confirmed vacation dates should be logged in an online calendar, accessible to all staff and board members.

Should a conflict arise because multiple employees wish to request the same period of time off, and said conflict results in the disruption of the day-to-day functions of CFAT and the dispute cannot be resolved amicably, the employee with the most tenure (time of service) will be given preference.

2. * **Renewal/Termination of contract**

The Employee or the Employer may terminate the contract with two weeks notice. The contract will/will not be renewed for another twelve months on the same terms and conditions, based on the performance assessment and other extenuating conditions. Notice at any time, by either party must be presented in writing to the other.

3. * **Evaluations**

See **Personnel Evaluation Process** for detailed guidelines.

- a. **Probation** - Probation for new employees shall be three months, during which time either party may terminate the contract with two weeks notice (at any time after the probation period the usual procedure for renewal/termination shall apply). At the end of the probation period the Employee and the Personnel Committee shall meet and complete the Personnel Evaluation Process.
- b. **Annual Evaluation** - The Personnel Evaluation Process shall be repeated yearly as long as the Employee works for the Centre.

4. *#& **Leaves**

N.B. Workshop instructors, short term and part-time contracts: the Employee is entitled to all of the special clauses listed below, without pay. In the event of a long-term absence it is the Employee's responsibility to inform appropriate committee with as much notice as possible.

- a. **Sick Leave** - The Employee is entitled to one day of paid sick leave per month. This may be used cumulatively within one year. The Board of Directors is responsible to replace the Employee in the situation. In the event that a staff member is sick for more than ten days, the staff member may negotiate with the Board. For example, the staff member could do make-up work in lieu of loss of pay, or some other reasonable arrangement (i.e. the Employee should NOT be concerned about job loss.)

- b. **Special Leave** - A leave of absence may be negotiated with and approved by the Board for the necessary amount of time.
- c. **Pregnancy and Parental Leave** - If the Employee has been employed for the organization for a period of one year he or she is entitled to take time away from work for a pregnancy and/or parental leave (birth or adoption). The maximum pregnancy leave is 17 weeks, and maximum parental leave is 52 weeks. If a pregnancy leave is taken, then the maximum parental leave is 35 weeks for a combined total of 52 weeks. This would be a leave of absence without pay wherein the job (or a comparable one) is guaranteed to the employee at the end of this period. Employees have the option of keeping up their medical plan at their own expense. To take pregnancy or parental leave, an employee must give the employer at least four weeks' notice of both the date on which leave will start and, if the employee plans to return early, the planned date of return to work. If the employee cannot give four weeks' notice of leave because the baby is born early, because of a medical condition, or because of an unexpected adoption placement, then the employee must give as much notice as possible.
- d. **Professional Leave** - After a period of one year's employment and upon a minimum of one month notice the Employee may take up to two weeks per year leave for Centre-related professional activities (conferences, Canada Council juries, professional development). If the Employee is paid by an outside body at an amount that is equal to or more than the salary paid by the Centre the regular salary will be withheld for that period. A longer unpaid leave may be negotiated on a case-by-case basis with the Personnel Committee.
- e. **Bereavement** - The employee is entitled to three paid/two unpaid working days off in the event of the death of a family (or facsimile) member. Additional time may be negotiated without pay.
- f. ***#& Mental Health / Stress Leave** - CFAT acknowledges that a "workplace can contribute negatively to an Employee's mental health. If not well managed, workplace-related mental health issues can lead to increased rates or levels of illness and can result in absenteeism, tension and conflicts between colleagues, deteriorating employee performance, reduced morale and a need for disciplinary action" (Canadian Human Rights Commission)

CFAT strives to incorporate stress prevention and positive mental health promotion into all workplace practices. It recognizes the right for staff, volunteers, board member etc. to make notice of any practice that may be contribute to a stressful or negative mental health atmosphere and bring this issue to the Personnel Committee of the board.

CFAT recognizes that Employees may need to request accommodation (including a leave of absence) for mental health related illnesses or disabilities and upholds

the duty to respond to these requests short of undue hardship (see 9. Occupational Health and Safety). CFAT will respond to a request for a mental health related leave when given medical notation along with the Employee's request. CFAT may request a doctor's medical notation if one is not initially presented.

References:

Canadian Human Rights Commission
Policy and Procedures on the Accommodation of Mental Illness
https://www.chrc-ccdp.ca/sites/default/files/policy_mental_illness_en_1.pdf

Canadian Centre for Occupational Health and Safety
Workplace Stress- General
<http://www.ccohs.ca/oshanswers/psychosocial/stress.html>

Employment Equity Act
<http://laws-lois.justice.gc.ca/eng/acts/E-5.401/>

Note: In all instances of leave longer than three days the Employee, in consultation with the Board, is responsible for ensuring adequate replacement staffs are available.

5. *# Grievance Procedure

Any item deemed a violation of the terms and conditions of employment may be grieved.

Step1 – Informal Process – Complaints may be made to any member of the Board and subsequently brought to the attention of the Personnel Committee, in order to work out the grievance on an informal basis. The Board member may act as mediator or request another Board member, acceptable to both parties, to do so.

Step 2 – Formal Process – A written complaint outlining problems should be made and sent to the Chair of the Board. The formal process would require agreeing on an external mediator to resolve difficulties.

6. *# Policy for Procedure Around the Closing of the Centre

In the event of the closing of the Centre due to disaster (flood, fire) the Employee will continue working to re-establish the Centre until the end of the contract period or the

decision to close the Centre altogether, at which time the salary will be paid up to 4 weeks compensation. In the event of loss or withdrawal of Centre funding, the Employer will attempt to pay severance pay.

In the event of a snowstorm or other notable weather event that results in municipal closures, the Centre will be closed. The Director of Operations will make this decision and advise employees; CBC radio will also be notified so this information can be read on air, and posted on their website.

7. *#& Pro-Safe Space

See **Code of Conduct Policy** for detailed policy.

- a. **Anti-Discrimination** - CFAT is dedicated to upholding the legal standard of the Canadian Human Rights Act. Discrimination is prohibited throughout Canada on the grounds of: “race, national or ethnic place of origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, or conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered.” (Canadian Human Rights Act) Discrimination is prohibited in all aspects of employment including hiring, compensation, promotion, layoff, discipline, or termination. CFAT acknowledges anti-discriminatory sensitive areas specific to the Centre: membership, access to the Centre, access to equipment, volunteerism, and Board of Directors’ qualifications.

References:

Canadian Human Rights Act

<http://laws-lois.justice.gc.ca/eng/acts/h-6/>

Nova Scotia Human Rights Act

<https://humanrights.novascotia.ca/content/about>

- b. **Workplace Bullying & Harassment, Anti-Oppression** - CFAT will not tolerate any instance of violence, harassment, bullying, discrimination or other harmful act. CFAT reserves the right to remove and report any individual deemed unsafe, or who is creating an unsafe environment for the Centre.

CFAT recognizes the right for staff, members, stakeholders to approach the Personnel Committee or any trained staff member in confidence when an instance of conflict or unsafe behaviour has occurred.

CFAT reserves the right for its employees or Board members trained in Trauma Response to identify or respond to an incident where an individual does not feel safe or has been made to feel unsafe within CFAT's operations or within an event space that CFAT is operating. The Personnel Committee on the Board of Directors will be responsible for providing Trauma Response training (via third party or via the committee if adequately trained themselves) for employees and board members. CFAT is committed, to the best of its ability, to an environment of anti-oppression for any CFAT space where CFAT members or programming may be operating.

References:

Violence in the Workplace Regulations

Made under Section 82 of the Nova Scotia Occupational Health and Safety Act

<https://novascotia.ca/just/regulations/regs/ohsviolence.htm>

Canadian Human Rights Act

<http://laws-lois.justice.gc.ca/eng/acts/h-6/>

Nova Scotia Human Rights Act

<https://humanrights.novascotia.ca/content/about>

Canadian Labour Relations

Sexual Harassment Laws: Legal Protection

<http://www.canadianlabourrelations.com/sexual-harassment-laws.html>

Sexual Harassment at Work and How to Deal with It

<http://www.canadianlabourrelations.com/sexual-harassment-at-work.html>

8. * Staff Access to Suites and Equipment

- a) Producer membership fees for staff will be waived for the period of employment. Employees can receive the producer membership benefit for a maximum of six months after a minimum of six months of employment. This benefit must be used within the six-month period following employment.
- b) Staff (collectively) will receive free access to in-house facilities and to mobile equipment.
- c) Staff will decide among themselves how free access hours are to be used.
- d) Revenue generating membership/cliental, committed partnerships, and participants in CFAT programs (i.e. Scholarship recipients, artists-in-residence, etc) will have first priority to suites and equipment.

9. **Occupational Health & Safety**

CFAT is dedicated to upholding the legal standards of the Nova Scotia Human Rights Commission and the Nova Scotia Occupational Health and Safety Act in all aspects. Specifically, it recognizes the *Duty to Accommodate* and the rights of staff members to request accommodation. CFAT will do its best to recognize any requests for accommodation short of undue hardship. All accommodation requests must be submitted in writing and archived in the staff member's personnel file.

References:

Canada Occupational Health & Safety Regulations

Published by the Minister of Justice

<http://laws-lois.justice.gc.ca>

Occupational Health & Safety Act

% Nova Scotia Legislature, The Occupational Health and Safety Division of The Department of Labour and Advanced Education:

<https://novascotia.ca/lae/healthandsafety/legislation.asp>

a) **Fair Remuneration:**

Please see Section 1. Employment Conditions for overtime accrual and usage. CFAT recognizes that Employee's accumulation of overtime hours is not ideal to the operation of the Centre but is sometimes necessary. CFAT acknowledges that Employees will ideally be able to perform all expected tasks within the hours of their workday and that they are not expected to regularly work outside of those hours. If an employee can no longer reasonably achieve expectations of their job description, then they may request a meeting with the Personnel Committee to have it reviewed and revised.

b) **Clean and Healthy Workspace:**

CFAT is dedicated to having the physical spaces of the Centre regularly cleaned by a dedicated cleaning service to ensure a healthy workspace for any person including staff and members. Although all workers in the Centre are to respect the cleanliness of the space, it is not their responsibility for overall cleaning of the centre. Maintenance of the agreement between CFAT and the cleaning company resides with the BOD, while daily operations and quality monitoring is done by the Director of Operations.

c) **##& Accessibility:**

Employers have an obligation to ensure that their employment practices and workplaces are accessible and do not discriminate against candidates or employees with a disability. CFAT acknowledges that not all aspects of the space may be accessible by all person(s) at all times and upholds dedication to providing reasonable accessibility help and improvements when available.

References: Nova Scotia Accessibility Act (Bill 59)

<https://novascotia.ca/coms/accessibility/>

d) **##& Security:**

CFAT's premises are guarded by a security alarm company. Maintenance of the agreement resides with the BOD, while daily operations and quality monitoring is done by the Production Director.

All CFAT keys and security codes reside with the Production and Technical Director.

i.) After hours safety and accessibility: CFAT acknowledges that the Centre may be accessed by staff and members after regular working hours. CFAT encourages the following measures of safety to be taken while using the space after hours:

- Do not access the Centre by yourself; come with another person
- Maintain alertness when entering and exiting the Centre
- Report any unsafe behavior to the police immediately

ii.) As a way of making CFAT's spaces safer for after hours users, a list of emergency numbers and services will be posted in all member-use areas. This list will include female friendly cab services, local crisis centres, and emergency contact information of trusted members/community volunteers that will be able to check in with members or give drives home if they are feeling unsafe.

10. ## Policy for Changing the Policy

No waiver or modification of this policy will be valid or binding unless recorded in writing and approved by the board of directors and all core staff. If at any time during the course of the contract both Employer and Employee wish to change any of the terms, they may do so on mutual consent.