

221A

# **Policy Manual**

# List of Policies

[001. Governance: Role of the Executive Director](#)

[002. Governance: Role of the Board](#)

[003. Governance: Conflict of Interest](#)

[Conflict of Interest Declaration](#)

[004. Governance: Code of Ethics](#)

[005. Governance: Artist Fees](#)

[006. Governance: Board Member Commitment Agreement](#)

[Board Member Commitment Agreement](#)

[007. Governance: Director's and Officer's Liability Insurance](#)

[008. Governance: Annual Budget](#)

[009. Governance: Minutes of Board Meetings](#)

[010. Governance: Human Resources Policy](#)

## **Preamble:**

Policies are governing principles which provide parameters for actions by Board, staff, members etc. The purpose of policy is to:

- Guide the Board and staff
- Protect the organization
- Set the limits of authority to act;
- Assign responsibility for taking action;
- Determine what is to be reported to the Board and when; and
- Establish desired results to be achieved.

## 001. Governance: Role of the Executive Director

**Policy Objective:** To define the Role of the Executive Director

**Suggested Review of Policy:** Annually

**Review Considerations:** The Letter of Employment with the Executive Director stipulates that the Employer cannot unilaterally and significantly change the job title or duties of the Executive Director. However, the Letter of Employment does allow the Employer to may make changes to the job title or duties of the employee where the changes would be considered reasonable for a similar position in the industry of the Employer and the Employee's job title or duties may be changed by agreement and with the approval of both the Employee and Employer. Changes to this policy should be made in accordance with these agreements.

### Value Statement

Established in 2005, 221A is currently a 'founder-led' organization that relies on the working knowledge, history and artistic perspective of the Executive Director. 221A works within a tradition of the Canadian artist-run principle of artistic self-determination, where the Executive Director's multi-faceted aims should be recognized as principally an artistic project.

### Scope and Accountability

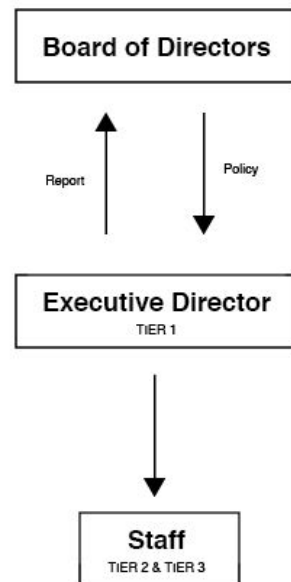
The Executive Director has accountability for all activities of 221A with specific accountability for the sound management of funds. The Executive Director (ED) has a broad scope of responsibility including Board, Financial, Program and Facility Planning and Management, Human Resources and Public/Community Representation. The Executive Director performs for the society as a leader, visionary, information bearer, decision maker, manager, fundraiser and board developer.

### Reporting Structure

The Board of Directors is responsible for setting policy to meet the mission and goals of the organization; the Executive Director is accountable for implementing policy and reports directly to the Board of Directors on all activities. All other staff report to the Executive Director.

### Key Operational Considerations

- 4–8 Staff members
- Facilities
  - Programming & Office: Lease ending 2021 at 221 E Georgia St (1,800ft<sup>2</sup>) with options for renewal
  - Programming: Lease ending 2024 at 271 Union St (3,000ft<sup>2</sup>)
  - Multi-Tenant: Lease ending 2025 at 1654 Franklin St (21,500ft<sup>2</sup>) with option for renewal
  - Multi-Tenant: Lease ending 2021 at 222 E Georgia St (8,000ft<sup>2</sup>) with option for renewal
- \$662,027 Annual operating budget actuals 2015-16
- \$800,000–1,000,000 Annual operating budget projections 2017-18, 2018-19, 2019-2020
- 20-30% – Expected percentage of raised funds annually



## **Duties and Responsibilities**

### **1. Leadership & Change Management Responsibilities**

- a. Establishes short and long-term strategic direction for the organization including new program directions, partnerships and other opportunities that connect with the strategic planning, vision and mandate of 221A.
- b. Sets annual goals and articulates process to assessing short and long-term development opportunities.
- c. Works with the board and staff to develop policies, priorities, procedures and guidelines and directs all aspects of the operations of 221A.
- d. Sets strategic financial direction for the organization including long-term budgets. Works with the staff to monitor annual operating budgets to cover costs.
- e. Develops and implements a business planning model for 221A activities.
- f. Identifies opportunities and implements partnerships with other organizations and institutions towards achieving the vision and mandate of 221A.
- g. Establishes strong ongoing working relationships with art and design associations, organisations, individuals and communities, and seeks to advance the awareness of 221A and its activities to local, national and international audiences.

### **2. Board Planning and Management**

- a. Attending all board meetings
- b. Support and guide board in governance, incl. board member nominations and policy review and development
- c. Support and guide the board in the development of the strategic plan
- d. Provide direction to President/Chair in development of meeting agendas
- e. Delivering written and verbal reports at board meetings
- f. Participating in board level committees
- g. Support and guide the Board in the relationship of affiliated business entities (Semi-Public Society for Art and Architecture)

### **3. Financial Planning and Management**

- a. Fulfill Annual Budgeting requirements as per policy [008. Governance: Annual Budget](#) as listed in the 221A policy manual
- b. Establish financial goals informed by strategic plan and constraints and opportunities of the funding environment
- c. Undertake operations initiatives and measures to meet financial goals
- d. Financial reporting made compatible for the CADAC system
- e. Explore and establish operational and financial partnerships
- f. Spearhead fundraising including events-based fundraising, communications-campaigns and donor relations
- g. Research and submit grant applications and reports to the public sector including but not limited to operating and project grants from the Canada Council, Canadian Heritage, Province of BC, BC Council, BC Gaming and the City Vancouver and private foundations such as the Vancouver

Foundation, foreign embassies/consulates and more.

- h. Manage and develop self-generated revenue projects including the 222 E Georgia St, 236 E Pender St and 1654 Franklin St rental properties
- i. Oversee Accounting, including purchasing, depositing, bank accounts (management of signing officers, opening and closing accounts), overseeing accountant (structure and financial statements) and overseeing bookkeeping (Quickbooks Online Pro)

#### **4. Program Planning and Management**

- a. Artistic research/visioning, analyzing precedents of similar organizations, developing theoretical approaches and methods, reflecting on and leading the development of the organization's mandate.
- b. Leadership, management and artistic oversight of research, programming and technical staff
  - Planning 1-2 years advanced in program scheduling.
  - Spatial planning and intensive contextual, communications and financial analysis, leading to new approaches in the presentation of work.
  - Research towards realizing curatorial projects within the organization's mandate, including site/studio visits and meetings, identifying guiding themes, artistic selection, conceptualizing communications plan, technical requirements of the work for presentation, hiring contractors, meeting jurisdictional/regulatory requirements for special events, producing loan agreements, shipping/packing/crating, overseeing documentation, writing and publishing, exhibition design, conducting public programs.
  - Occasional travel regionally, nationally and internationally as necessary for program planning and research.
  - Acquisition, management, maintenance, storage and sale/deaccessioning of artworks owned by the organization.

#### **5. Property Planning, Acquisition/Development and Management**

- a. Sets strategy for property acquisition and management
- b. Oversight and staff leadership for management of multi-tenant properties including planning and direction for property management and maintenance, funding and financing of infrastructure, safety and security, tenant and landlord relations and regulatory needs (permitting, licensing).
- c. Research and development of land/building leasing and acquisition opportunities including partnership development tied to short- and long-term planning.
- d. Management of facilities including capital upgrades, equipment/tool management and maintenance, storage/crating/packing/staging, hiring of technical contractors to undertake repairs and maintenance.

#### **6. Business Insurance, Legal, Tax Filing/Reporting**

- a. Filing/securing of the following important documents
  - Charities Directorate – T3010 Charitable Information Return
  - BC Society Act – Form 10 (and additional forms as applicable)
  - CRA Receiver General – GST Netfile (Quarterly)
  - CRA Receiver General – Payroll Remittances (Monthly)

- Insurance (Board as per policy [007. Governance: Director's and Officer's Liability Insurance](#), Commercial Liability Insurance, other insurance as needed such as Artwork Insurance)
- WorkSafeBC – Payroll Report, Premium

#### **7. Human Resources Planning and Management**

- a. Support and guide the Board in developing HR policies (diversity, compensation levels and benefits, workplace safety)
- b. Hire, train, evaluate and terminate employees (as per HR policies)
- c. Establish, review and implement emergency and safety protocols in coordination with parameters set out in WorkSafeBC and requirements of funding agencies.
- d. Manage payroll, payroll remittances pd7a and other mandatory employment related costs, timely issuance/filing of T4s, T4A, ROE
- e. Manage project workflow and staff scheduling

#### **8. Public/Community Planning, Management and Representation**

- a. Perform as the primary representative of 221A in its dealings with external organizations, suppliers, artists, designers, writers, public sector and private sector funders, and in all other contexts unless by mutual arrangement between the Executive Director and the Board
- b. Plan and manage donor stewardship
- c. Time permitting, take part in sectoral initiatives such as funding/award committees, public consultations

#### **POLICY HISTORY:**

March 8, 2017 - Revision adopted  
March 26, 2015 - Revision adopted  
March 8, 2012 - Revision adopted  
March 7, 2012 - Adopted  
January 22, 2012 - Draft

## 002. Governance: Role of the Board

Position	Roles	Tasks
<p>Responsibilities of Board Members <i>To support the organization and act as its ambassador</i></p>	<ol style="list-style-type: none"> <li>1. Work collectively in determining the organization's mission and purpose</li> <li>2. Work collectively in selection of the Executive Director</li> <li>3. Work collectively to support the Executive Director and review His/ Her performance</li> <li>4. Work collectively to ensure effective organizational planning</li> <li>5. Work collectively to ensure adequate resources</li> <li>6. Work collectively to ensure resources managed effectively</li> <li>7. Work collectively in establishing priorities and procedures for the organization's programs and services</li> <li>8. Work collectively to strengthen the organization's public image</li> <li>9. Serve as a court of appeal</li> <li>10. Work collectively to assess the organization's performance</li> </ol>	<p>General</p> <ol style="list-style-type: none"> <li>1. Attend board meetings</li> <li>2. Actively present in the organization's programming and events</li> <li>3. Conduct oneself in a courteous manner</li> <li>4. Respond to member communications</li> <li>5. Participate in board level committee.</li> <li>6. Act in the best interest of the organization.</li> </ol>
<p>President <i>To provide leadership to the rest of the Board</i></p>	<ol style="list-style-type: none"> <li>1. Carries out the responsibilities of a member of the Board of Directors.</li> <li>2. Preside over all meetings of</li> </ol>	<p>Board Oversight</p> <ol style="list-style-type: none"> <li>1. Preparing the Board Meeting Agenda (Notice made by the Secretary)</li> <li>2. Preparing and presenting</li> </ol>

	<p>the board</p> <ol style="list-style-type: none"> <li>3. Ensure that board members understand their jobs and are able to fulfill those expectations</li> <li>4. Help recruit new members and develop succession plan for committee chairs</li> <li>5. Provide structure so that the work of the organization and the board can be accomplished</li> <li>6. Ensure that management tools are developed and implemented (strategic plan, action plan)</li> <li>7. Work with committee chairs</li> <li>8. Work closely with, while not micromanaging, the Executive Director</li> <li>9. Serve as a link to the community</li> <li>10. Oversee fundraising efforts and take active role in attracting funds to organization</li> </ol>	<p>the Presidents report at the AGM</p> <ol style="list-style-type: none"> <li>3. Overseeing the Policies &amp; Procedures Manual for the board of directors</li> </ol>
<p>Vice-President <i>To provide support to the President and leadership to the rest of the Board</i></p>	<ol style="list-style-type: none"> <li>1. Carries out the responsibilities of a member of the Board of Directors.</li> <li>2. The Vice President shall in the event of the absence or inability of the President to exercise his/her office become acting president of the organization with all the rights, privileges and powers as if s/he had been the duly elected president</li> <li>3. Help recruit new members</li> </ol>	<p>Board Oversight</p> <ol style="list-style-type: none"> <li>1. Overseeing the Policies &amp; Procedures Manual for the board of directors.</li> </ol>



	and develop succession plan	
<p>Secretary <i>To prepare and maintain the official documents of the organization.</i></p>	<p>1. Carries out the responsibilities of a member of the Board of Directors.</p>	<p>Records:</p> <ol style="list-style-type: none"> <li>1. Maintain custody of incorporation documents and all amendments to the constitution and bylaw</li> <li>2. Maintain custody of all file notices and sent forms</li> <li>3. Maintain the records of the staff person including contracts, benefits, evaluations, etc.</li> </ol> <p>Monitoring:</p> <ol style="list-style-type: none"> <li>1. Maintain and monitor a calendar of important dates for the organization such as AGM dates, filing dates, audit dates, etc.</li> </ol> <p>Filing:</p> <ol style="list-style-type: none"> <li>1. <a href="#">Form 5</a> Notice of Address of Organization</li> <li>2. <a href="#">Form 7</a> Notice of Change of Directors</li> <li>3. <a href="#">Form 10</a> Copy of Resolution</li> <li>4. <a href="#">Form 11</a> Annual Report</li> <li>5. For Charities - a completed Form T3010</li> </ol> <p>Minutes of the Board:</p> <ol style="list-style-type: none"> <li>1. Transcribe minutes</li> <li>2. Printing &amp; signing minutes</li> <li>3. Filing minutes</li> <li>4. Distributing minutes to board members</li> </ol>
<p>Treasurer <i>To manage and report on the organization's</i></p>	<p>1. Carries out the responsibilities of a member of the Board of Directors</p>	<p>Reports</p> <ol style="list-style-type: none"> <li>1. Prepare &amp; present financial report at AGM</li> </ol> <p>Banking</p>

<p><i>finances.</i></p>	<ol style="list-style-type: none"> <li>2. Oversees financial health of the organization</li> <li>3. Ensures the Board's financial policies are being followed</li> <li>4. Chairs the finance committee (if there is one)</li> </ol>	<ol style="list-style-type: none"> <li>2. Updates bank with organizational changes as required by the financial institution</li> </ol> <p>Budgeting</p> <ol style="list-style-type: none"> <li>3. Prepare Annual Budget with the Executive Director</li> </ol> <p>Auditing</p> <ol style="list-style-type: none"> <li>4. Appoints auditor as required at AGM</li> <li>5. Submits books to auditor for preparation of financial statement and/or performance of an audit</li> </ol>
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POLICY HISTORY:  
 Mar 5, 2012 - Adopted  
 Jan 10, 2012 - Draft

### 003. Governance: Conflict of Interest

#### Definitions:

A conflict of interest is a situation in which an individual has separate and potentially competing interests or a duality of interests that could have negative consequences on the interests of the non-profit. A conflict of interest need not prevent a board member from joining or a staff from being hired, but must be disclosed immediately and attended to during any conduct of business of the organization. Should a disclosure permanently compromise the board member or staff's ability to act in the interest of the organization, they will be asked to resign. The following list provides three types of conflict of interest that board and staff of the organization needs to be aware of:

- **Actual** - A conflict arising from a financial transaction, competition, business transaction, exchanging of privileged/confidential information; between the individual board member and the organization where the individual expects to gain.
- **Perceived** - A conflict that is not actual in nature but may appear a conflict of interest by external constituents.
- **Individual** - Individual interests also includes those interests of your business or other non-profit affiliations, family and/or significant other, employer, or close associates who may receive a benefit or gain.

#### Procedures:

- Upon joining the board, all board members must complete a conflict of interest disclosure form (see attached) outlining any conflicts of interest whether perceived or actual. This disclosure form should be reviewed annually.
- Upon being hired, staff members must complete a disclosure form outlining any conflicts of interest whether perceived or actual. This disclosure form should be reviewed annually.
- During board meetings, directors and attending staff must declare a conflict of interest before any discussion of the item in the agenda. Such disclosure is to be reflected in the meeting minutes. Board members with a conflict of interest will suspend their vote and may be asked to recuse themselves from the corresponding discussion. . Staff members with a conflict of interest may be asked to recuse themselves from the corresponding discussion.

## **Conflict of Interest Declaration**

The standard of behaviour at 221A Artist Run Centre Society is that all staff, volunteers, and board members avoid conflicts of interest between the interests of the organization on one hand, and personal, professional, and business interests on the other. This includes disclosing potential and actual conflicts of interest, as well as perceptions of conflicts of interest.

I understand that the purposes of this policy are to protect the integrity of the organization's decision-making process, to enable our constituencies to have confidence in our integrity, and to protect the integrity and reputations of volunteers, staff and board members.

Upon or before election, hiring or appointment, I will make a full, written disclosure of interests, relationships, and holdings that could potentially result in a conflict of interest. In the course of meetings or activities, I will disclose any interests in a transaction or decision where I, my family and/or my significant other, employer, close associates will receive a benefit or gain.

I understand that this policy is meant to supplement good judgement, and I will respect its spirit as well as its wording.

Disclosed Conflict of Interest: (please attach description)

No Conflict of Interest

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

### **POLICY HISTORY:**

Mar 5, 2012 - Adopted

Jan 12, 2012 - Draft

#### **004. Governance: Code of Ethics**

1. Attendance - Attend all Board and committee meetings;
2. Organization First - Act in the best interest of the organization rather than for personal interest;
3. Contribute - Employ their own knowledge and experience to contribute to a collective decision;
4. Collaboration/Compromise - Encourage collaborative solutions and recognize that their own opinion may or may not be used in its entirety;
5. Majority Rules - Respect, abide by and uphold majority decisions of the Board;
6. Politicking - Refrain from “politicking” outside of board meetings at risk that this will be seen to subvert the collective decisions of the Board;
7. No Disclosure - Not disclose or discuss differences of opinion on the Board outside of Board meetings;
8. Open Expression - Openly express oneself at board meetings and encourage and respect the willingness of others to do the same without worry of criticism;
9. No Bullying - Refrain from forcing (bullying) their own personal beliefs or values on others to influence an outcome;
10. Confidentiality - Respect the confidentiality of information and discussions within the Board, particularly on sensitive issues especially in personal and personnel matters;
11. Public Representation - Not speak for the organization unless authorized to do so;
12. Conflicts of Interest - Disclose one’s involvement with other organizations, businesses or individuals where such a relationship might be viewed as a conflict of interest (See Conflict of Interest Policy);
13. Refrain from Individual Direction - Not give direction as an individual Board member to another member or any staff person;
14. Division of Duties - Respect the roles and responsibilities of the Executive Director when seeking or presenting on organizational practices and/or activities;
15. Respect the Chair - Respect the role of the Chair, as a leader among peers who leads, but does not dictate the discussion outcomes. Board members will respect the role of the Chair as the spokesperson for the Board, responsible for objectively communicating to the Executive Director and the Board of Directors.

#### **POLICY HISTORY:**

Mar 5, 2012 - Adopted

Jan 10, 2012 - Draft

## **005. Governance: Artist Fees**

221A will pay all participating artists in all programs at or above the rates listed in the most current CARFAC minimum fee schedule. The organization recognizes the importance of remuneration to artists and is dedicated to making efforts to maintain and increase fees for artists in Canada and abroad both within the organization's programming and public communications.

### **POLICY HISTORY:**

Mar 5, 2012 - Adopted

Mar 4, 2012 - Draft

## **006. Governance: Board Member Commitment Agreement**

**Policy Objective:** to help clarify the expectations of Board Members and the responsibilities of the organization towards each Board Member.

Members of 221A's Board of Directors will sign the following Board Member Commitment Agreement upon taking office at each Annual General Meeting.

### **POLICY HISTORY:**

Sep 22, 2014 - Adopted

Aug 27, 2014 - Draft

**Board Member Commitment Agreement**  
**221A Artist Run Centre Society**

I, \_\_\_\_\_ understand that as a member of the 221A Artist Run Centre Society, I have a legal and fiscal responsibility to ensure that the organization does the best work possible in pursuit of its goals. I believe in the purpose and the mission of the organization, and I will act responsibly and prudently as its steward. My behavior as a board member will be consistent with the values and mission of the organization.

As part of my responsibilities as a board member:

1. I will interpret the organization's work and values to the community, represent the organization, and act as an ambassador.
2. I will attend at least 75% of board meetings, including committees of which I am a member.
3. I will RSVP for board meetings or board committee meetings at least one day in advance to either the board president (for board meetings) or the committee chair (for committees of which I am a member)
4. Each year I will make a personal financial contribution at a level that is meaningful to me.
5. I will actively participate in one or more fundraising activities.
6. I will act in the best interests of the organization, and excuse myself from discussions and votes where I have a conflict of interest.
7. I will stay informed about the activities and current issues. I will ask questions and request information. I will participate in and take responsibility for making decisions on issues, policies and other board matters.
8. I will work in good faith with staff and other board members as partners towards achievement of our goals.
9. I will serve on a minimum of one Board committee.

In turn, 221A Artist-Run Centre Society will be responsible to me in several ways:

1. I will be covered by the organization’s non-profit management and corporate liability insurance, available for review upon request.
2. I will be sent an agenda and materials for review seven days prior to the board meeting.
3. I will receive an orientation during open hours of operation so that I can witness and participate, as appropriate, in service delivery. I will also be able to discuss with the staff and the board president, the internal programs, goals, activities, and status; additionally, I can request such opportunities.
4. The organization will help me perform my duties by keeping me informed. Also, I will be offered opportunities for professional development as a board member.
5. Board members and staff will respond in a straightforward fashion to questions that I feel are necessary to carry out my fiscal, legal and ethical responsibilities to this organization. Board members and staff will work in good faith with me towards achievement of our goals.
6. If the organization does not fulfill its commitments to me, I can call on the Board President and Executive Director to discuss the organization's responsibilities with me.

**Signed**

\_\_\_\_\_  
**Member, Board of Directors** **Date**

\_\_\_\_\_  
**President, Board of Directors** **Date**



## **007. Governance: Director's and Officer's Liability Insurance**

**Policy Objective:** To identify the required insurance coverage details for the organization's Board of Directors

Members of 221A's Board of Directors will be covered by the organization's non-profit management and corporate liability insurance policy with a minimum \$1,000,000 coverage for directors' and officers' liability, employment practices liability and fiduciary liability, available for review upon request.

### **POLICY HISTORY:**

Sep 22, 2014 - Adopted

Aug 27, 2014 - Draft

## **008. Governance: Annual Budget**

**Policy Objective:** To identify the drafting, revisioning, approval and reporting procedures for 221A's Annual Budget with the goal of increasing transparency and clarifying risk and objectives.

An annual budget, which includes total operating amounts using the applicable CADAC accounts, will be drafted by the Executive Director and approved by the Board of Directors and used to monitor and evaluate the financial progress of 221A throughout the fiscal year.

### **Fiscal Year & Approvals**

221A's fiscal year is from April 1 to March 31.

Approval of an interim budget will occur prior to 221A's fiscal year-end.

Final approval of the budget will occur during the first quarter of the fiscal year.

### **The Annual Budget will consist of:**

- Previous year operating budget actuals
- Current fiscal year operating budget
- Next fiscal year operating budget projection
- Details on significant business units and projects.
- The annual budget will also be accompanied by a description of the financial goals of 221A and how they will be achieved through the budget implementation.

### **Approval and Monitoring**

- The Board may pass a planned budget as presented or pass an interim budget if significant items have not yet been determined. The Executive Director is thereby authorized to manage the day-to-day affairs of the society.
- The Executive Director will provide regular reports at each board meeting on the financial position and activity of the society with comparisons to budget, highlighting significant budget variances, consistent with the board expectation of 'no surprises'.
- In the event that extraordinary financial events occur, the Executive Director must inform the board immediately.
- The Board may accept significant budget variances or approve an updated budget.

### **POLICY HISTORY:**

May 29, 2017 - Revisions adopted

Sep 22, 2014 - Adopted

Aug 27, 2014 - Draft

## **009. Governance: Minutes of Board Meetings**

**Policy Objective:** To clarify the procedures for writing, storing, distributing and approval the minutes of the board meetings.

### **Writing the Minutes**

Minutes of the board meetings are to be written by the Secretary or another Board Member as appointed by the Board of Directors. The objective of the minutes are to capture the substantive points of discussion, decisions/actions and motions at the board meeting. Additionally the minutes should include the type of meeting (regular/special, committee/board), confirmation of quorum, date and location, attendance (directors/staff/guests), directors who did not attend or who arrived late after substantive discussion, the chair and who wrote the minutes.

### **Storage of the Minutes**

The minutes of the board meeting are to be stored digitally on a shared Google Docs document. Storage of board meeting minutes on Google Docs allows for ease of access to multiple board members and to reduce paper usage.

### **Distribution of the Minutes**

Board meeting minutes are to be distributed digitally by email in the form of a .PDF or via GoogleDocs link 1 week prior to the upcoming Board Meeting.

### **Approval of the Minutes**

Minutes, upon satisfactory review by the Board of Director's are to be adopted at the beginning of the next meeting through a formal motion. At this time, further amendments may be made by the Board Members. Only members who were present during the meeting to which minutes are being approved are able to vote. A Board Member may vote on minutes by proxy. The proxy must be made by a traceable written form to another member of the board, who on their behalf may vote for the approval of the minutes.

### **POLICY HISTORY:**

March 26, 2015 - Revision Adopted

Sep 22, 2014 - Adopted

Aug 27, 2014 - Draft

## 010. Governance: Human Resources Policy

**Policy Objective:** To set performance and compensation review procedures, benefits, workplace conditions and termination for employees of 221A

**Suggested Review of Policy:** Annually

**Review Considerations:** The Letter of Employment with the Executive Director stipulates that the Employer cannot unilaterally and significantly change the compensation or benefits of the Executive Director. Changes to this policy should be made in accordance with these agreements.

### 1. Context

221A is a non-profit organization that was founded by a group of volunteer students in 2005. Over the course of several years the organization moved from a non-monetized volunteer to performance-based employer, while remaining critical of institutionalization and within the principle of artistic self-determination. The following policy outlines employment terms and procedures to protect and enable its employees.

### 2. Employment Equity

221A is an equal opportunity employer and employs personnel without regard to race, ancestry, place of origin, colour, ethnic origin, language, citizenship, creed, religion, gender, sexual orientation, age, marital status, physical and/or mental handicap or financial ability. While remaining alert and sensitive to the issue of fair and equitable treatment for all, 221A has a special concern with the participation and advancement of members of four designated groups that have traditionally been disadvantaged in employment: **women, visible minorities, aboriginal peoples and persons with disabilities.**

### 3. Human Resources Management Responsibilities

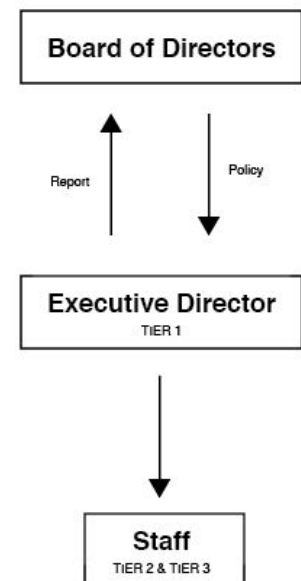
The Board of Directors provides oversight of the HR management practices to achieve the mission and goals of the organization; the Executive Director (Tier 1) is accountable to the board for human resources management including the hiring, supervising and evaluating of all staff (Tier 2 & 3); the Board of Directors is responsible for hiring, supervising and evaluating the Executive Director (Tier 1).

### 4. Orientation

All new employees to 221A shall receive an orientation session which will encompass an overview of general policies, procedures and operations. This will also provide employees, new to either a position or 221A, an opportunity to learn the performance expectations management has with regard to the position in question. They will be given a copy of this Human Resources Policy and will be expected to learn its contents.

### 5. Performance Reviews

#### a. Probationary Period



The first three (3) months of employment are probationary. During this time both parties may assess suitability for employment with the Employer. This also provides management an opportunity to assess skill levels and address areas of potential concern. During the probationary period, employment may be terminated by either party for any reason whatsoever, with or without cause, and without notice or payment in lieu of notice, except as may be minimally prescribed by the *Employment Standards Act* of BC (“ESA”), as may be amended from time to time. Upon satisfaction of the requirements under the ESA, as amended, the Employer shall have satisfied any and all obligations to the employee, whether under the ESA, as amended, or at common law. At the completion of the probation period, the employee and employer shall meet and review progress to date. At this time one of three things will occur:

- i. Probation will end
- ii. Probation may be extended for an additional three months
- iii. Employment will end

**b. Executive Director’s Performance Review**

The Executive Director will undergo an annual performance appraisal and review involving the Board of Directors or an assigned committee of the Board of Director’s based on the duties outlined in the Role of the Executive Director policy and in conjunction with annual goals established by the Board of Directors in consultation with the Executive Director. This may be informed by a Strategic Plan.

**c. Performance Review**

Each employee, with the exception of the Executive Director or those with terms under 1 year, will undergo an annual performance appraisal by the Executive Director. The performance review document will be a living document for each employee. At the time of the performance appraisal, the employer and employee will review the objectives and the results achieved. 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. Employees should prepare for this meeting by preparing a draft workplan for the coming year. This meeting is to review successes and challenges from the preceding year, and to establish the objectives for the coming year. This would also be the opportunity for either party to identify and recommend professional development opportunities which may assist the employee in their day to day work or to grow within the organization. Once complete, both parties shall sign off on the final document and it shall be added to the employee’s personnel file.

**6. Compensation**

**a. Levels of Compensation by Salary**

- i. Tier 1 – \$50,000 to \$100,000 per year at full-time (prorated for part-time and/or short-term labour) minus source deductions
- ii. Tier 2 – \$40,000 to \$75,000 per year at full-time (prorated for part-time and/or short-term labour) minus source deductions
- iii. Tier 3 – \$30,000 to \$50,000 per year at full-time (prorated for part-time and/or short-term labour) minus source deductions

**b. Levels of Compensation by Wage**

- i. Tier 1 – \$32 to \$64 per hour, minus source deductions
- ii. Tier 2 – \$26 to \$48 per hour, minus source deductions
- iii. Tier 3 – \$21 to \$32 per hour, minus source deductions

**c. Living Wage**

221A adheres to the Living Wages for Families and the Living Wage minimum standards for payment to staff. Full-time wages are determined by a minimum salary of \$30,000 per annum plus the provision of health benefits, sick leave and vacation entitlements (15 days vacation = 6.25%) estimated at \$2,200 or more for a total gross payroll value of \$32,200.



**d. Payment Period and Source Deductions**

The organization shall pay employees on a semi-monthly basis, less the usual and necessary statutory and other source deductions payable in accordance with the Employer's standard payroll practices (such as Income Tax deductions as well as employee portion of EI, CPP and benefits).

**e. Increases and Decreases in Compensation**

- i. Executive Director – Level of compensation within the Tier 1 category shall be determined by the Board of Directors in mutual agreement with the Executive Director, based on the proportionate increases and decreases to total operating budget considerations, performance evaluation and commensurate with the experience of the staff.

- ii. All other staff – Level of compensation within the tier range shall be determined by the Executive Director, based on budget considerations, annual performance evaluation and commensurate with the experience.

## 7. Benefits

### a. Group Benefits

221A offers its employees **who work an average of 20-hours per week or more** with group benefits provided by the Chamber of Commerce Group Insurance Plan. These benefits are 50% paid by the employer. After three months of employment, employees are enrolled in the plan and may select Single or Family coverage as required. Employees are required to pay their share of the premiums on a monthly basis. This is done by way of Payroll deduction. The full premium is paid upfront by 221A to the benefits provider.

#### **Chambers of Commerce**

#### **Group Benefits Summary (see full summary here: Detailed benefit summary)**

#### **EMPLOYEE LIFE INSURANCE (Option: 5VX)**

Level \$25,000 Benefit

#### **ACCIDENTAL DEATH & DISMEMBERMENT (Option: 5VX)**

Level \$25,000 Benefit

#### **CRITICAL ILLNESS (Option: C11)**

\$30,000 benefit up to age 65

#### **EXTENDED HEALTH (Option: V53)**

##### **Prescription Drugs:**

- 80% coverage of prescription drugs listed on the ASSURE National Formulary
- 50% coverage of prescription drugs NOT listed on the ASSURE National Formulary
- up to \$10,000 /person/calendar year.
- Fertility drugs; smoking cessation aids; erectile dysfunction drugs/items; travel vaccines; and drugs, injections or products for treatment of obesity are not covered. The plan substitutes generic equivalents whenever possible.
- prescription drug purchases are processed at the pharmacy using the ASSURE card.

##### **Extended Health Benefits:**

- Paramedical services up to \$300/specialty/person/calendar year. Includes **chiropractors; podiatrists/chiropractors; naturopaths; osteopaths; acupuncturists; physiotherapists; audiologists and massage therapists.**
- Paramedical services up to \$500/specialty/person/calendar year. Includes **psychologists/social workers; speech therapists and clinical dieticians.**
- All Paramedical services have a combined annual maximum of \$2,500 per certificate.
- Semi-private / convalescent hospital.
- Ambulance (ground: unlimited / air: \$4,000 maximum).

- Eye exams up to \$75/adult every 24 months; \$75/child every 12 months.
- Nursing care up to \$25,000/person/24 months.
- Hearing aids up to \$500/person every 48 months.
- Medical Equipment, up to \$2,000\* per year, including: wheelchairs, respirators, oxygen, hospital beds, breast prosthesis, artificial limbs, eyes, braces for limb truss, walking aids, diabetic, colostomy and ileostomy supplies. (\*some items may have annual, lifetime or other limits)
- Orthotics up to \$200/person/calendar year.
- Orthopaedic shoes (custom designed) up to \$225/person/calendar year.
- Travel costs for medically necessary treatments, up to \$750/person every 24 months.
- Dental repairs as a result of an accident while insured (\$2,000 per year).
- Preferred Vision Care discount of up to 20% at select retailers.
- 24-month Survivor Benefit for a deceased employee's insured spouse and dependents.

**Vision Care:**

- maximum benefit is \$200 per person for 3+ Person Firms. The maximum applies to any 24 month period for adults, and any 12 month period for children.
- for 1&2 Person Firms the maximum benefit is \$100.

**Medical Emergency Assistance / Travel Health Benefits:**

- 24 hour emergency assistance finding medical help abroad, including emergency medical payments and evacuation, where required.
- hospital, prescription drugs and physician charges for emergency treatment outside Canada.

**DENTAL (Option: D21)**

\$0 deductible

80% coverage of Basic services

80% coverage of Endodontic and Periodontal procedures

Benefit Maximum of \$2,000 per person per calendar year

**b. Mobile Phone Plan**

221A offers its employees **who work an average of 20-hours per week** or more with mobile phones provided by Telus business solutions. Employees working less than 20 hours per week may be determined eligible for the Mobile Phone plan at the discretion of the Executive Director. **This benefit is 50% paid by the employer.** After three months of employment, employees are enrolled in the plan. Employees are required to pay their share of the premiums on a monthly basis, although the full premium is paid upfront by 221A. This is done by way of Payroll deduction.

**Telus Business Solutions Mobile Phone Plan Summary**

Conference Calling

Advanced Voice Mail



Voicemail-iPhone Visual  
Call Waiting  
Canada-wide Calling  
Canada-wide SMS / MMS Unlimited  
Call Display  
911 Emergency Access  
3GB Data

**Provision of mobile phone devices**

A mobile phone device will be supplied by 221A. **If the employee damages the device, not including reasonable wear-and-tear, the employee is responsible for repair or replacement except where covered by supplier warranty or unless otherwise agreed upon with the Executive Director.** Mobile phone devices will be replaced by the employer from time to time but not less than 24-months after original purchase.

**Additional costs incurred**

Any telephone or data costs (see below for implications of Shared Data) incurred outside of the above plan will **not** be covered by the employer unless approved by the Executive Director. Costs incurred outside of the above plan will be deducted from Payroll.

**Shared Data**

Telus business solutions provides 221A with “shared” data. The plan offers each employee 3GB of data per month towards a total shared data pool between all employees on the Mobile Phone plan. Individual employees who use more data than their 3GB allowance **will only be charged additional costs if the total shared data pool allowance is breached. Additional charges will be proportionately distributed on a monthly basis between individuals who use more than 3GB.** See above ‘additional costs incurred’ for further information.

**c. Opt-out Option for Payment in Lieu of Benefits**

Qualifying employees who wish to opt-out of the group benefits plan and/or mobile phone plan will be paid an amount commensurate to the employer portion of the benefits. The group benefits payment will be based on 50% of the Single coverage premium. The employee will receive this amount in addition to salary and wage commitments for each pay-cheque.

**8. Hours of Work and Overtime**

**a. Full Time**

Full Time staff are expected to work 30 hours per week with working hours determined on a case by case basis. Each employee with the exception of the Executive Director will be expected to have in place written agreements determining the hours, rationale, location/place of work and planned breaks (identifying minimum of 30 minutes unpaid breaks for every 5 hours of labour).

**b. Part-Time**

Employees hired on a part time basis will have schedules determined on a case by case basis.

**c. Over Time for Tier 1 & 2 Employees**

Pursuant to BC Employment Standards Act, employees in a Managerial or Supervisory (Tier 1 & 2) roles are exempt from the overtime provisions.

**d. Over Time for Tier 3 Employees**

All overtime must be authorized by the Executive Director in advance of being worked.

Employees will be provided with time off in lieu of overtime pay at straight time for all hours worked between thirty (30) and forty-four (44) hours per week. After forty-four (44) hours worked in a week, employees shall accumulate time off in lieu of overtime pay at the rate of time and one-half (1.5) the regular non-overtime rate of pay. Time in lieu of overtime pay must be taken in the twelve (12) months following it being earned and **it must be scheduled and tracked with the agreement of the Employer based on its operational requirements.** Overtime, taken in lieu, should be used in ½ day increments.

Travel for conferences, meetings, etc, which cause an employee to depart or arrive home on a non-work day does not constitute overtime. If travel is part of the employee's job, or could be reasonably expected to occur in the course of performing one's duties, it is merely an inconvenience. Some travel, which may be exceptional to the employee's normal duties, may qualify as overtime at the discretion of the Executive Director.

Any overtime worked and not taken in lieu will be paid out in the event that the employee leaves 221A for any reason.

**e. Notifications**

**Employees are required to notify their supervisor, in advance, of planned days away.**

Unplanned absences from the office should be reported to the employee's supervisor as soon as could reasonably be expected. At the discretion of the Executive Director, depending on circumstances, employees may be allowed to work from home or elsewhere for specific periods of time.

**9. Statutory Holidays**

The Province of BC has ten (10) public holidays and other days for which staff will be paid. They are: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day.

**10. Time Away From Work**

**a. Vacation**

Employees have the option of paid vacation of fifteen (15) workdays (90 hours) or 4% Vacation Pay per pay-cheque. After completion of three (3) years of service, employees shall be entitled to twenty (20) workdays (120 hours) per calendar. After completion of six (6) years of service, employees shall be entitled to thirty (30) workdays (180 hours) per calendar year. These figures

may be subject to additional negotiations between the employee and employer. These figures will be pro-rated for part time staff. As vacation is designed to give employees a chance to rest and rejuvenate, therefore taking vacation is encouraged by the employer. For this reason, employees may only carry five (5) days (30 hours) from one year to the next. These days should be used during the first 90 days of the new year.

**b. Sick Leave**

Full-time employees will be entitled to twelve (12) days of sick leave per calendar year accumulated on the basis of 1 day per month. A maximum of twelve (12) days of sick leave may be carried forward to the next calendar year so that an employee shall have no more than twenty (24) sick days in any one calendar year. Any additional sick leave accumulated will be forfeit. Moreover, regardless of the amount of sick leave accumulated, sick leave will not be paid out upon resignation, retirement, or termination of employment for any reason. Furthermore, since Sick Leave has no cash value, employees may not use more than they have accumulated, without the express written permission of the Executive Director. Employees working less than full time will have their rate of accumulation adjusted accordingly.

Sick leave can be used for personal illness, personal medical appointments, and visits to specialists. **Sick leave cannot be used as vacation days.** The Employer reserves the right to request information with respect to limitations, restrictions, prognosis in such manner as it deems necessary in the circumstances with respect to any request for paid or unpaid sick leave. The employer also reserves the right to request a doctor's note for absences of three (3) days or longer.

**c. Compassionate/Bereavement Leave**

221A will grant up to three (3) working days per event on the occasion of a death in the staff member's immediate family. Immediate family is defined as: parent(s), step parent(s), foster parent(s), sibling(s), grandparent(s), spouse (including common law a/o same sex partner), step child(ren) or ward of the staff member, father-in-law or mother-in-law (including parent of same sex partner). Additional compassionate leave may be granted at the discretion of the Executive Director for reasons not covered elsewhere in this policy. **These requests should be discussed in person with the ED and followed by a written submission.**

**d. Jury Duty**

Employees will be allowed up to two (2) weeks paid time off for jury duty. After that, employees will be asked to continue jury duty without pay. Any compensation, covering the first two (2) weeks, received from the court system shall be surrendered to the Organization. A copy of the notice to serve should be provided for inclusion in the employee's personnel file.

**e. Disability Leave**

The organization does not currently provide paid disability leave. For short term disability, employees have the option to apply for EI Benefits for medical reasons.

**f. Maternity / Parental / Adoptive Leave**

Maternity/Parental/Adoptive and other government supported Leave shall conform to the provisions of the Employment Standards Act. **The full period of the leave is granted without pay.** 221A will issue a Record of Employment on commencement of leave which allows the employees to make claim for Employment Insurance Benefits. When the employee returns to work, employment is guaranteed in a similar position at the same salary level. During the full period of leave, vacation and sick leave shall continue to accumulate. Every attempt will be made to return employees to a position of equal responsibility on return from leave status, however, no guarantees exists that the exact position left will be available on return.

**g. Unpaid Leave**

Employees may take unpaid leave **with the written consent of the Executive Director.** During periods of unpaid leave, benefits coverage shall continue to be paid (unless the employee has opted out) by the employer, vacation shall continue to accrue. Every attempt will be made to return employees to a position of equal responsibility on return from leave status, however, no guarantees exists that the exact position left will be available on return.

**11. Workplace Safety**

221A, along with its employees and contractors, must take reasonable precautions to ensure that the workplace is safe. The organization complies with all requirements for creating a healthy and safe workplace in accordance with the The Occupational Health and Safety (OHS) Regulation as part of the BC Workers Compensation Act.

Employees who have health and safety concerns or identify potential hazards should contact the Executive Director.

Alcohol consumption or illegal drug use is not permitted during work hours on the premises. From time to time, with the Executive Director's permission, alcohol may be used to celebrate an occasion/event.

**12. Workplace Harassment**

221A wants to provide a harassment-free environment for its employees and volunteers. Mutual respect, along with cooperation and understanding, must be the basis of interaction between members and staff. 221A will neither tolerate nor condone behaviour that is likely to undermine the dignity or self-esteem of an individual, or create an intimidating, hostile or offensive environment.

There are several forms of harassment but all can be defined as any unwelcome action by any person, whether verbal or physical, on a single or repeated basis, which humiliates insults or degrades.

Specifically, racial harassment is defined as any unwelcome comments, racist statements, slurs, jokes, graffiti or literature or pictures and posters which may intentionally or unintentionally offend another person.

Sexual harassment is any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.

### 13. Workplace Violence

Workplace violence can be defined as a threat or an act of aggression resulting in physical or psychological damage, pain or injury to a worker, which arises during the course of work. 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.

221A has a zero tolerance limit with regards to harassment and violence. Employees or volunteers engaging in either harassing or violent activities will be subject to discipline, which may include termination of employment, removal from Boards or committees and possibly criminal charges.

### 14. Dispute Resolution

Regrettably, conflict can occur in any working environment. In an effort to resolve conflict in an expedient, yet fair manner, 221A recommends the following process for conflict or dispute resolution.

- Speak to the person you are having the dispute with. Many times disputes arise due to misunderstandings and miscommunications.
- If speaking to the individual does not work, speak to the Executive Director. The ED will arrange a meeting between those involved in the dispute, to determine a resolution.
- If the Executive Director is unable to resolve a workplace dispute, the parties will be referred to the Board of Directors or a committee of the Board of Directors.
- If the Board of Directors is unable to resolve a workplace dispute, the parties may be referred to mediation by an outside third party. The resolution of the mediator is binding on both parties of the dispute.

### 15. Termination of Employment

#### a. Termination for Cause

An Employment Contract may be terminated by the Employer at any time for cause, without notice or payment in lieu of notice or severance pay whatsoever, except payment of outstanding wages, overtime and vacation pay to the date of termination. Cause includes, but is not limited to, any act of dishonesty, conflict of interest, breach of confidentiality, harassment, insubordination, or careless, negligent or documented poor work performance.

#### b. Termination Without Cause

An Employment Contract may be terminated by the Employer at any time and for any reason on a without cause basis, **upon the provision of notice or payment of notice instead, and severance pay if applicable, as is minimally required by the Employment Standards Act ("ESA"), as amended from time to time.** In addition to notice, and pursuant to the ESA, the employee shall be entitled to an additional one (1) week's notice or payment in lieu of notice for

every year of completed service (severance pay) with the Employer to a maximum of sixteen (16) weeks' notice inclusive of the notice requirements under the ESA. The notice as described in this paragraph is inclusive of all statutory and common law entitlements to notice or payment in lieu of notice. Upon satisfaction of the requirements under this paragraph, the Employer shall have satisfied any and all obligations to the employee, whether under the ESA, as amended, or at common law. The notice requirement contained in this clause constitutes a material inducement to the Employer to enter this agreement.

**c. Resignation**

After completion of the first ninety (90) days of the probationary period, employees must give the Employer one (1) week notice of resignation. The Employer may waive the resignation notice period in whole or in part at any time by providing payment of regular wages for the period so waived.

**d. Layoff**

Operation requirements are subject to change based on workload and the funding levels received on an annual basis. All efforts will be made to keep staff in a position similar, in scope and salary, to that they have become accustomed to. If the organization is unable to do this, then employees will receive one (1) week notice for each year of service, as required by the BC Employment Standards Act. For employees who have a minimum of six years of service, this amount will be augmented by one (1) week of severance pay (or equivalent notice) for each year of service.

**e. 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 the Employer including but not limited to computers, mobile phones, hard drives, flash drives, work emails, reports, files, diskettes, manuals, literature, confidential information, or other materials shall remain and be considered the exclusive property of the Employer at all times, and shall be surrendered to the Executive Director, in good condition, promptly and without being requested to do so.

**POLICY HISTORY:**

March 8, 2017 - [Revisions](#) adopted

March 26, 2015 - Adopted

Nov 18, 2014 - Draft