

221A

Policy 010: Staff

010. Staff

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

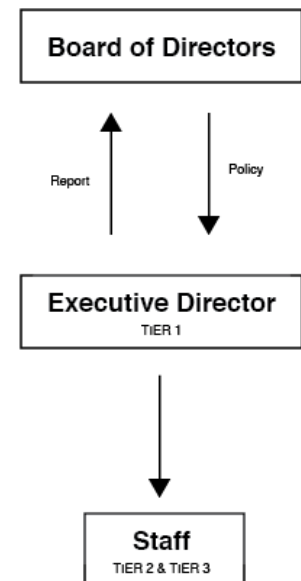
221A is a non-profit organization that was founded by a group of volunteer students in 2005. Over the course of several years the organization moved from a non-monetized volunteer to performance-based employer, while remaining critical of institutionalization and within the principle of artistic self-determination. 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, indigenous peoples and persons with disabilities.**

3. Staff Management Responsibilities

The Board of Directors provides oversight of the staff management practices to achieve the mission and goals of the organization; the Executive Director (Tier 1) is accountable to the board for staff 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 Staff 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 an assigned committee of the Board of Directors.

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. 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. 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 – \$70,000 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 \$85,000 per year at full-time (prorated for part-time and/or short-term labour) minus source deductions
- iii. Tier 3 – \$32,500 to \$65,000 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 – \$45 to \$64 per hour, minus source deductions
- ii. Tier 2 – \$26 to \$54 per hour, minus source deductions
- iii. Tier 3 – \$21 to \$46 per hour, minus source deductions

c. **Living Wage**



221A is a certified Living Wage employer and is required to pay staff at a minimum rate of \$20.62/hr (2018) or equivalent wage and benefits.

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 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 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 100% paid by the employer. After three months of employment, employees are enrolled in the plan and may select Single or Family coverage as required.

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: CI1)

\$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/chiroprodists; 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. Wellness and Development Supplement

221A offers employees who are enrolled in the Group Benefits plan with an supplemental coverage that can be used towards

- Employee use of paramedical services that are not covered in the Group Plan (such as Traditional Chinese Medicine (TCM), rolfing, accupressure or shiatsu massage);
- supplementing existing paramedical services when coverage limits through the Group Plan have been completed;
- purchasing workplace implements that improve the physical wellness of the employee such as ergonomic furniture or fixtures;
- for gym memberships, enrollment in sports leagues or similar services; and/or
- for professional development activities.

Qualifying employees may use the supplemental coverage by approval with the Executive Director. The supplemental coverage is paid out in advance on a monthly basis at a rate of \$50 per month for full-time staff and prorated for part-time staff. At the end of each calendar year, each staff member will be expected to submit receipts for approved activities. Any unused balance will be deducted from the following payroll cycle. A maximum of \$150 may be carried forward to the next calendar year so that an employee shall have no more than \$750 in supplements in any one calendar year.

c. 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

Staff may use their own compatible mobile phone device or may be supplied with a base-level mobile smartphone that is the property of 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.** Base-level model mobile smartphone devices may be replaced by the employer as determined by the Executive Director from time to time but not less than 24-months after original purchase. Staff using their own compatible mobile phone device will be paid a \$125 payment in lieu of benefits when phone upgrades are made available to other staff.

Premium Phone Upgrades

Staff seeking premium mobile smartphone devices beyond the base-level model may elect to pay additional costs towards a premium device. This device will continue to be in the property of the employer. Any unamortized portion of additional costs paid by staff members to upgrade their mobile smartphone device will be repaid to staff in the event of the termination of their contract. Depreciation will be determined by using general accounting principles for equipment.

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.

d. 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 100% of the Single coverage premium. The mobile phone plan payment will be based on the rates paid by enrolled employees. The employee will receive this amount in addition to salary and wage commitments for each payment.

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. Furthermore, 221A will also provide paid vacation for International Workers Day (May 1) and for staff members who identify as woman for the International Women's Day (March 8).

Full-time staff are encouraged to take statutory holidays on the days of the holiday, however may be permitted by the Executive Director to 'bank' or take alternate days if arranged in advance.

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 period. After completion of three (3) years of service (calculated based on the employee anniversary date and based on full-time equivalent hours), employees shall be entitled to twenty (20) workdays (120 hours) per calendar year. 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 Anti-Harassment

221A upholds the right of every person to be free from harassment and discrimination of any kind including sexual harassment, bullying and discriminatory harassment in the workplace, and every employee of 221A is assured of the protection of this right.

[Policy 011: Workplace Anti-Harassment](#) outlines definitions, behaviours constituting harassment and sexual harassment; responsibilities of management and workers; complaints and investigation procedures; discipline and termination; confidentiality; and reprisals. **Complaints regarding workplace harassment should follow the process defined within Policy 011.**

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, 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:

May 8, 2019 - Revisions adopted
 June 19, 2018 - Revisions adopted
 March 8, 2017 - Revisions adopted
 March 26, 2015 - Adopted
 Nov 18, 2014 - Draft