

1. Purpose

- 1.1 The purpose of this document is to set out the policies and procedures of Arts AccessAbility Network Manitoba (AANM) that apply to employees of AANM. This policy is intended to be interpreted in a manner consistent with all applicable laws, including *Manitoba's Human Rights Code* and *Manitoba's Employment Standards Code*.
- 1.2 Each employee is expected to be familiar with this policy.

2. Review of Policy

- 2.1 This policy may be reviewed and amended from time to time by the Board of Directors to reflect the policy decisions of the Board. Employees are encouraged to suggest ways in which the policy may be improved and the Board is committed to giving these suggestions serious consideration.

3. Job Positions, Descriptions and Employee Categories

- 3.1 Subject to the approval of the Board, the Executive Director may establish new or eliminate existing job positions for AANM.
- 3.2 When amending a job description for an existing employee, the Executive Director shall consult with the employee in the process of drafting the job description.
- 3.3 An employee is an individual person hired and receiving a wage directly from AANM.
- 3.4 Employee Categories:

Permanent – full-time, part-time

Term – full-time, part-time

Casual – hours to be determined as necessary

The following definitions take precedence over any other “employee definitions” which may exist in other AANM documents.

Permanent employees are full-time or part-time employees who are continuously employed for three consecutive months or more. Permanent employees are entitled to all employee benefits unless otherwise stated in her Employment Agreement or in the eligibility provisions of any AANM benefit plan.

Term employees are hired for a specific period of time related to a specific project. Term employees are not eligible for Group Benefit privileges.

Casual employees are hired for work as needed and paid an hourly wage.

Casual employees are not eligible for Group Benefit privileges.

Independent contractors or consultants are engaged to carry out special projects for a specified period of time at a specific fee for service as specified by contract. The independent contractor or consultant is not an employee and an employer-employee relationship shall not exist.

- 3.5 An AANM employee may, under special Board approved circumstances, also hold a long- term contract position.

4. Non-Discrimination

- 4.1 It is AANM’s policy to hire employees solely on the basis of the ability of the applicant to do the job and without discrimination on the basis of age, race, gender, religion, sexual orientation or mental or physical disability.
- 4.2 Because AANM “encourages and supports the intellectual and creative development of artists with disabilities in the visual arts by providing an ongoing forum for education and critical dialogue”, hiring preference will be given to artists with disabilities.

5. Hiring Procedures

- 5.1 The Executive Director will normally initiate the hiring process for a position other than that of the Executive Director. One or more members of the Personnel Committee and/or one or more employees will participate in this process.
- 5.2 A committee established by the Board will normally make the selection of the Executive Director after interviews of qualified applicants.

6. Orientation and Training

- 6.1 AANM will provide an orientation program for all new employees that will include information regarding the mandate, goals, policies, workplace culture and objectives of AANM, the role of the employee and any other matter that may assist the employee in performing her responsibilities.
- 6.2 AANM believes that employees who are well trained in the areas of their job responsibilities will be able to more fully help AANM achieve its objectives. Therefore, AANM is committed to providing appropriate training for its employees, to the extent possible given the financial resources of AANM.
- 6.3 A copy of this policy will be provided to all new employees.

7. Probation

- 7.1 A three-month probation period applies to all new employees and to employees in a new position at AANM.

- 7.2 Before the end of the probation period, the Executive Director, in concert with a member of the Personnel Committee, must complete a written performance appraisal of the employee, provide the employee with a copy of the appraisal, and meet with the employee to discuss the appraisal and the employee's prospects for continued employment at AANM.
- 7.3 If the Executive Director determines that the performance of the probationary employee is fully satisfactory, the employee will no longer be classified as a probationary employee.
- 7.4 If at any time during the probation period it becomes evident to the Executive Director that the employee's performance is not fully satisfactory, the probation period may be extended for an additional three months or employment may be terminated. Similarly, if at any time during the probation period it becomes evident to the Personnel Committee that the Executive Director's performance is not fully satisfactory, the probation period may be extended for an additional six months or employment may be terminated.

8. Hours of Work and Overtime

- 8.1 Overtime occurs after an employee has worked in excess of 40 hours in one week. Employees other than the Executive Director must receive the approval of the Executive Director prior to working overtime. The Executive Director must receive the approval of the Chair or Vice-Chair of the Board before working hours that would entitle her to overtime compensation. Overtime is compensated at a rate of 1.5 the regular rate of pay.
- 8.2 Employees will work variable hours per week. Each employee will track their hours. When hours are incurred beyond contracted hours, lieu time is taken off with the approval of the Executive Director.
- 8.3 Lieu hours may be banked up to a maximum of 20 hours at any one time and must be used within 3 months of the pay period in which the lieu occurs. Lieu hours must be used before resignation.

9. Dedication to Duties

- 9.1 Employees are expected to devote the necessary time, attention and skill to their duties. This will include, where appropriate, time for planning and preparation, providing direct service and other time necessary to assist AANM in meeting its objectives. Because of the nature of the services provided by AANM, employees may be required from time to time to attend evening, lunch and weekend meetings, and events reasonably necessary for the efficient operation of AANM and optimal service to the clients. With the Executive Director's approval, employees will be allowed flexibility in their work schedules to attend evening, lunch and weekend meetings without incurring overtime.

9.2 Employees are expected to comply with all policies established by the Board, including policies regarding client confidentiality and financial information.

9.3 Employees are expected to work cooperatively and attempt to resolve issues and conflicts with colleagues directly. In the event of a serious unresolved conflict, the matter may be brought to an Ombudsperson designated by the Board.

10. Outside Employment

Employees are entitled to hold employment outside of AANM provided the employment does not unduly affect the performance of the employee's duties and does not constitute a conflict of interest.

11. Gifts

11.1 Employees shall not accept gifts, including money or artwork, from any clients of AANM as compensation. This prohibition is intended to prevent conflicts of interest, and does not apply to the trading of work by practicing artists, including employees.

12. Dress and Conduct

12.1 Employees are expected to dress and conduct themselves in a manner appropriate to their responsibilities recognizing that they act as role models and as representatives of AANM to the public.

13. Pay Periods

13.1 Pay periods shall be every two weeks. Employees will be paid for the immediately preceding pay period on an identified payday, which will ordinarily be within seven days of the end of the preceding pay period

14. Deductions

14.1 AANM will make all deductions and remittances required by law, including Canada Pension Plan, Employment Insurance and Federal and Provincial Income Tax from the pay of employees. Employees are required to complete all required forms associated with the deductions and remittances.

15. Vacation

15.1 Employees will earn 2 weeks of vacation per calendar year. However, beginning in the year that an employee has her third anniversary of employment, the employee will earn 3 weeks of vacation per calendar year. This applies to all employees unless otherwise negotiated in her contract.

- 15.2** Employees in their first year of employment with AANM will accrue vacation days proportionate to their entitlement above, based on the length of their employment in that year.
- 15.3** Term employees will receive vacation pay in accordance with *The Employment Standards Code*.
- 15.4** The Executive Director will schedule employees' vacations in consultation with employees. Every effort will be made to accommodate requests for employee vacations. In the event of an irresolvable scheduling conflict between two or more employees, scheduling shall be at the discretion of the Executive Director.

16. Holidays

Statutory holidays will be observed by AANM:

- New Year's Day
- Louis Riel Day
- Good Friday
- Victoria Day
- Canada Day
- August Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

- 16.1** Staff are paid for the above holidays, proportionate to the hours they work or 5% of the gross wages of the previous 4 weeks.
- 16.2** AANM is closed Christmas Day to New Year's Day inclusive. Employees are not required to work, and this will be considered time off with pay.
- 16.3** Employees who are required to work on a holiday will receive regular stat holiday pay plus overtime wages.
- 16.4** AANM respects diversity. Employee requests for accommodation of religious holidays and observances will be negotiated with the Executive Director. All reasonable efforts will be made to accommodate such requests.

17. Sick Leave and Sick Pay

- 17.1** Permanent employees are entitled to accrue one working day per month as sick leave with pay. Sick leave may be accumulated up to a maximum of 12 days at any one time for any employee.
- 17.2** Sick leave with pay may only be used by an employee when the employee is unable to

attend a regularly scheduled workday due to illness. Where an employee is absent from work for three or more consecutive days due to illness, she may be required to provide a doctor's certificate stating the medical reasons for the absence from work.

18. Bereavement Leave

- 18.1** An employee is entitled to take up to three days with pay in the event of the death of a family member. An additional two days with pay is available for an employee who must travel for funeral purposes. Bereavement leave shall be at the discretion of the Executive Director. All reasonable efforts will be made to accommodate an employee in their time of loss.
- 18.2** AANM will attempt to accommodate reasonable requests from an employee for leave without pay for bereavement or other legitimate reasons, such as family leave and compassionate care leave, as per *Manitoba's Employment Standards Code*.

19. Expense Reimbursement

- 19.1** AANM employees are eligible for reimbursement in accordance with expense procedures. With prior approval, expenses incurred in the course of employment, such as the use of personal vehicles for work purposes, will be reimbursed.

20. Performance Appraisal

- 20.1** Employees are entitled to a performance appraisal once a year, which will normally include:
- An identification of the goals and objectives of AANM;
 - An identification of the responsibilities of the employee in her job description;
 - An evaluation of how well the employee is meeting her responsibilities and helping AANM to meet its goals and objectives;
 - An evaluation of the cooperative and collaborative skills demonstrated by the employee and strategies that were used for conflict resolution and problem-solving;
 - An opportunity for the employee to identify personal and career goals for the following step or career objectives;
 - An opportunity for the employee to discuss the operation of AANM and to make recommendations about AANM;
 - A recommendation from the Executive Director (or the Personnel Committee and Board Chair in the case of a performance appraisal of the Executive Director) about adjustments in the rate of pay of the employee for merit;
 - In the case of an appraisal of a probationary employee, a determination by the Executive Director and a representative of the Personnel Committee whether the performance of the employee is satisfactory and whether her employment will be continued; and
 - Any other relevant matter.

20.2 The Personnel Committee and Board Chair will conduct the Executive Director's performance appraisal. The Executive Director and one or more members of the Personnel Committee will conduct the performance appraisal of all other employees.

20.3 The performance appraisal must be placed on the employee's personnel file. The employee is entitled to place comments on the personnel file in response to the appraisal.

21. Resignation

22. Permanent employees will normally provide to AANM a minimum of 2 weeks written notice of resignation from employment, as per *Manitoba's Employment Standards Code*. AANM will attempt to accommodate those employees who, because of extenuating circumstances, wish to resign with less than 2 weeks' notice.

23. Layoff

23.1 AANM has the right to lay off employees by reason of reorganization, reduction of funding, a shortage of work or other reason. A layoff is a temporary break in employment. However, a layoff that is longer than 8 weeks in a 16-week period becomes a termination and notice is required.

23.2 While no notice is required for a layoff, AANM will endeavour to provide 2 weeks written notice to the affected employee or employees advising of the layoff and the reasons for the layoff.

24. Termination

24.1 Termination is a permanent loss of employment. AANM conforms to *Manitoba's Employment Standards Code* and will give employees appropriate notice dependent upon period of employment with AANM as per legislation. AANM will generally give a minimum of 2 weeks' notice of termination to its employees. Cause for termination could include, but is not limited to, the following: general incompetence, failure to fulfill the requirements of the job, acting in a manner that is inconsistent with the standards and goals of AANM, inability to work effectively with co-workers. The Executive Director, in consultation with the Board Chair and the Personnel Committee, will make the decision whether to discharge an employee other than the Executive Director. A decision to discharge the Executive Director will be made by the Personnel Committee in consultation with the Board Chair.

24.2 All AANM employees are subject to annual performance appraisals. Except where circumstances warrant, AANM, will attempt to provide a reasonable opportunity for improvement in job performance before terminating any employee.

24.3 An employee may be terminated without notice for cause (such as insubordination, harassment including sexual harassment, drunkenness or impairment, wilful neglect of

duty, wilful misconduct or theft) with pay in lieu of notice. The Executive Director, in consultation with the Board Chair and the Personnel Committee, will make the decision whether to discharge an employee other than the Executive Director. A decision to discharge the Executive Director will be made by the Personnel Committee in consultation with the Board Chair.

25. Personnel Files

- 25.1** AANM will maintain a personnel file for each employee containing all written notations respecting the status and performance of the employee. AANM must notify an employee whenever a written notation is placed in her file, and provide the employee an opportunity for the employee to comment on the notation. The employee may file a written response within 14 days and AANM must place that response on the file.
- 25.2** An employee is entitled to review her personnel file upon request with reasonable notice, but is not entitled to remove any notation from the file.

25.3 An employee may appeal any notation on her file in accordance with the process set out below.

25.4 AANM will take all reasonable steps to ensure the confidentiality of personnel files.

26. Disciplinary Action

26.1 Disciplinary action of any employee other than the Executive Director is the responsibility of the Executive Director, in communication with the Chair of the Personnel Committee. Disciplinary action in respect of the Executive Director is the responsibility of the Personnel Committee in consultation with the Board Chair.

26.2 An employee may be subject to disciplinary action for conduct contrary to the professional standards of AANM, such as insubordination, harassment including sexual harassment, drunkenness or impairment, absence without cause, failure to follow instructions, theft or incompetence.

27. Forms of Disciplinary Action

27.1 The forms of possible disciplinary action for an employee include:

- Verbal reprimand;
- Written reprimand or warning;
- Suspension without pay for up to 10 working days;
- Disciplinary probation for a period not to exceed three months; or
- Discharge from employment.

27.2 Where the employee is suspended without pay, conditions may be included as part of the suspension that must be observed or fulfilled before the employee is entitled to return to work.

27.3 Disciplinary action is to be proportionate to the reasons for disciplinary action. Unless it is inappropriate because of the seriousness of the reason for the disciplinary action, disciplinary action should afford an opportunity for improved performance by the employee and should therefore be expected to become more severe for second and subsequent cases for disciplinary actions involving any employee.

28. Procedure for Disciplinary Action

28.1 In all cases of disciplinary action, the employee is to be advised of the reasons for disciplinary action and, where the disciplinary action takes the form of a written reprimand or warning, suspension or termination, this shall be in writing and shall provide a space for the signature of the employee acknowledging that she has been advised and providing an opportunity for comments by the employee.

- 28.2** In all cases where it is reasonable to do so, no decision on disciplinary action involving an employee should be made by or on behalf of AANM until the employee has an opportunity, within a reasonable time limit, to comment on the alleged reasons for disciplinary action.

29. Appeal Procedure

- 29.1** An employee may appeal any disciplinary action by submitting a notice in writing requesting an appeal of the disciplinary action to the Executive Director within seven days of the disciplinary action. The Executive Director must forward the notice to the Ombudsperson.

This policy has been approved by the Board of Directors of AANM at a duly constituted meeting of the Board this May 12, 2009 and revised on June 23, 2016.

I, _____, have read and understood this policy.

Signature

Date