



**MEDIA ARTS NETWORK
OF ONTARIO
RÉSEAU DES ARTS
MÉDIATIQUES DE L'ONTARIO**

A HUMAN RESOURCES BETTER PRACTICE GUIDE FOR MEDIA ARTS ORGANIZATIONS IN ONTARIO

2016

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Member organizations should consult the appropriate professional for advice relating to specific board governance, employment, financial and taxation issues.

Disclaimer

- This document provides only an OVERVIEW and does not constitute legal advice.
- Users are cautioned against making any decisions based on this material alone.
- Specific legal advice should be obtained.

Your Human Resources Policy

- Mission
- Vision
- Values
- Legislation
- Organization Chart
- Equity
- Role sorting – job descriptions
- Recruitment and Hiring
- Total Compensation
- HR Management
- HRIS and Record Keeping

HR Checklist

- Does this policy exist?
- If not, why not?
- What is the date of the policy?
- When was it last reviewed?
- When is the review date
- Who is responsible for this policy?
- Is this an effective policy?

Organizational Chart

- The Org Chart needs to show:
 - Who is at the head of the organization
 - What is each role in the organization
 - Title
 - What is each role's full-time equivalent (FTE)
 - Name
 - Who each role reports to

*Every employee and what their role is needs to be on this chart

Job Descriptions

- Title
- Duties and Responsibilities
- Reporting Relationship
- Hours of Work
- Location(s) of Work

*Any changes to the job description should be signed off by the Executive Director with appropriate notice/consideration to the employee

Applicable Legislation

- *Ontario Employment Standards Act*
- *Ontario Labor Relations Act*
- *Ontario Human Rights Code*
- *Accessibility for Ontarians with Disabilities Act*
- *Ontario Workers Safety and Insurance Act*
- *Occupational Health and Safety Act* and Bill 168 (also see Bill 18)
- *Employment Insurance Act* (Federal)
- *Income Tax Act* (Federal)
- + **Collective Agreements** - if applicable

Recruitment and Hiring

- Job analysis - what positions are required
- What are you hiring for?
- Job evaluation - how much can you afford to pay? Full time? Senior/Junior? Where do they fall in the organization's "hierarchy", Scope of duties
- Recruitment - Where does your job posting go? Scope
- Hiring process - Panel? Who makes the final hiring decisions? Standardized Questions Are you asking prohibited questions?
- Reference Checks
- Making the Offer of Employment - Letter of Hire
- IMBED principles of equity, diversity and inclusion

Total Compensation

- Pay and Remuneration
- Benefits
- Vacation time
- Job Flexibility and Hours of Work
- Medical/Sick Leave
- Long Term Disability
- Employment Insurance
- Benefits
- Perks (Perquisites)
- Overtime
- Professional Development

Human Resources Information System

- How you record and track the HR function
 - Reimbursements and Expenses
 - Payroll
 - Record Keeping
 - Employee Files
 - Absence Tracking and Approvals

- Tax Information (T4s) and Employer Contributions

Privacy of Employee Records

- Collection
- Use
- Disclosure
- Maintenance
- Security
- Retention
- Destruction
- What is your POLICY?

Human Resources Management

- Performance Review – consistent for everyone, frequency, does the employee participate?
- Conflict of Interest
- Confidentiality
- Discipline and Termination for Cause
- Termination without Cause
- Code of Conduct
- Whistleblowing and Wrongdoing
- Volunteer Policies and Procedures
- Succession Planning
- Training and Development
- Providing References
- Employee Well-Being

Accessibility/Accommodation/Equity

- Discrimination and Harassment Policy – Reactive; process oriented
- Equity Policy – Proactive; pervades every function
- Accommodation Policy – Proactive; pervades every function
- **Refer to: *Best Practices on Equity: A Guide for Members of the Media Arts Network of Ontario (MANO)***

Resource Documents

- The Employment Contract – A Backgrounder
- Employee Agreement - Confidential Information/Privacy
- Employee Disclosure Of Conflict Of Interest
- Code Of Ethical Conduct - Sample Headings

Backgrounder: The Employment Contract

Form of the Contract

The length and complexity of the employment contract depends on the position held in the organization.

Do not sacrifice protection of the organization's interests for simplicity.

The offer letter, if it does not include the details of the employment contract should have the formal terms and conditions, including the job duties, of the employment contract either imbedded or attached.

Offer and Acceptance

An employment contract signed AFTER the offer of employment is accepted may not be enforceable.

Employment contracts should ALWAYS be signed BEFORE the employee begins work.

There should be no undue pressure to sign the employment contract, give adequate time to consider the offer and obtain independent legal advice.

Constructive Dismissal

"Constructive Dismissal" is a legal concept and usually manifests when the employer makes changes to the duties of the position and/or the employee's compensation that are not reasonable including not providing the employee with appropriate notice, although a hostile work environment may form a basis for a claim of constructive dismissal

Pay diligent attention to the drafting of the employment contract to ensure appropriate flexibility, for example:

"Your primary duties are set out in the job description that is attached to this offer of employment and that was previously provided to you. By accepting this offer of employment, you agree to perform the duties of your position diligently and to the best of your ability. The [name of organization] may need to make reasonable changes to these duties as necessary to achieve the organization's objectives. [Name of organization] will provide you with notice of any such necessary changes."

Do NOT put the words, "constructive dismissal" in an employment contract.

The concept of reasonable notice is not set in stone.

Notice pursuant to Ontario's *Employment Standards Act* is eight (8) weeks

Termination Provisions and Release

Notice of termination MUST comply with the provisions under Ontario's *Employment*

Standards Act even in the most questionable circumstances, for example:

“Your employment with [name of organization] may be terminated as follows:

1. By [name of organization] for cause without severance pay, notice of termination or pay in lieu of notice;
2. By [name of organization] without cause, prior to the completion of your first three (3) months of employment, (the “Probation Period”), without severance pay, prior notice of termination or pay in lieu of notice; or
3. By [name of organization] without cause, on or after the completion of the Probationary Period, upon providing only the notice, or pay in lieu of notice and benefits continuation, severance pay (if applicable), and/or other required payments and benefits prescribed under the Ontario *Employment Standards Act, 2000* (the ESA), as amended from time to time.

This provision shall continue to apply regardless of what position you hold at the time that your employment is terminated. You understand and agree that provision of notice, pay in lieu of notice and benefits continuation, severance pay (if applicable) and any other payments and benefits required under the ESA shall constitute full and final satisfaction of any claim, right and/or demand that you might have arising from or related to the termination of your employment.

TIP: use an amendment to reflect any changes to the terms of the employment contract and in that amendment RE-STATE the termination provision.

Employees MUST sign a separate release if the organization is paying out more than the statutory entitlements in accordance with Ontario’s *Employment Standards Act*.

Difficulties may arise if there is a failure to clearly address what happens upon termination, i.e. entitlement vs. eligibility.

Probationary Period

According to Ontario’s *Employment Standards Act*, the statutory probationary period is three (3) months (though the employee may agree to more).

Termination under the Probationary Period provisions MUST be before the minimum three (3) month period, and one (1) week before termination during the probationary period.

[NAME OF ORGANIZATION]
Employee Agreement - Confidential Information/Privacy

Part I - Confidentiality

I _____ [name of employee] agree with the following statements:

1. I have read and understood [name of organization]'s Privacy Policy (the Policy).
2. I understand that I may come in contact and/or have access to confidential information that is the proprietary information of [name of organization]. As part of the condition of my employment with [name of organization], I hereby undertake to keep in strict confidence any information regarding any client, employee or business of [name of organization] or any other organization that comes to my attention during my employment and after the termination of my employment with [name of organization] whether voluntary or involuntary, lawful or unlawful, in accordance with the Policy and any applicable laws, including those that require mandatory reporting.
3. I also agree to never remove any confidential material of any kind from the premises of [name of organization] unless authorized to do so as part of my duties, or with the express permission or direction to do so from [name of organization].

Part II - Privacy

I understand that during my employment, [name of organization] will collect, use and disclose my personal information for reasonable purposes related to establishing, managing, and terminating my employment relationship with [name of organization].

Without limiting the foregoing, I agree that [name of organization] may disclose my personal information, as necessary, to its benefits providers and payroll administrator(s) for the purpose of administering [name of organization]'s employee benefits and payroll.

I further understand that it is my responsibility to be aware of [name of organization]'s privacy policies and to update and correct my personal information.

Name of Employee

Signature of Employee

Date

[NAME OF ORGANIZATION]
EMPLOYEE DISCLOSURE OF CONFLICT OF INTEREST

Name of Employee: _____

Last Updated: _____

What is a Conflict of Interest?

A conflict of interest arises where you have a personal interest that conflict or might conflict or may be perceived to conflict with the interests of [name of organization], including a conflict with your duties and responsibilities as an employee with [name of organization]. A conflict of interest could arise in relation to personal matters including but not limited to:

- Directorships
- Other employment
- Business interests
- Existing professional or personal associations with [name of organization]
- Professional associations or personal associations/relationships with other organizations or groups
- Personal associations or family relationships

Employees must disclose any obligation, commitment, relationship or interest that may conflict, or may be perceived to conflict with their duties in accordance with [name of organization]'s Conflict of Interest Policy¹. This is an ongoing duty.

Disclosure

I disclose that a direct or indirect conflict with my duties as an employee because:

[Describe the nature of the conflict(s) or perceived conflict(s) of interest here]

¹ Media Arts organizations may wish to have a Conflict of Interest policy to speak to the particular and unique ways in which this issue affects the sector.

**[NAME OF ORGANIZATION]
CODE OF ETHICAL CONDUCT² - SAMPLE HEADINGS**

1. Introduction/Preamble/Purpose of the Code of Ethical Conduct
 - a. Insert Intro here
2. Statement of Organizational Values and Principles
 - a. Insert your Organization's values, principles, mission statement here
 - b. Employees need to know the parameters that govern what is acceptable conduct and what is unacceptable conduct
3. Ethical Standards of Business Conduct
 - a. Equity, Diversity, and Inclusion
 - b. Health and Safety
 - c. Harassment and Workplace Violence
 - d. Resolving Conflict in the Workplace
 - e. Representing the Organization and Off-Duty Conduct
 - f. Responsibility to Report Conflict of Interest - refer to separate policy/forms
 - g. Respecting Workplace Confidentiality - refer to separate policy/forms
 - h. Ethical Financial Practices, Expense Claims and Use of Business Assets - refer to separate policy/forms
4. Compliance with this Code
 - a. How is the Code enforced?
5. Accountability in the Workplace
 - a. Who is accountable for what/whom in this Code
6. Code of Conduct for Members
 - a. See as an example: <https://bentomiso.zendesk.com/hc/en-us/articles/201812303-Code-of-Conduct>

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