

[Version 2010-05]

# CANADIAN YEARLY MEETING PERSONNEL POLICY

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# 1. Basis for Friends' Employment

Friends' beliefs are founded on our experience of “that of God” in all persons and situations. Flowing from this we are committed to respecting the dignity of the person while we also recognise the essential nature of corporate life. These two exist in creative tension. We affirm the dignity of labour as a fundamental aspect of human existence and affirm its importance in the lives of our employees. Our task as employer must recognise and consistently seek ways of ensuring the full development of persons at every stage of life. To be consistent in seeking justice we must act with justice, individually and institutionally.

All Friends are responsible for the work and witness of Canadian Yearly Meeting. Effective organization of this work and witness requires different roles for different individuals and groups. As some roles call for the employment of persons it is the responsibility of the Yearly Meeting to create and maintain a just work environment which includes decent working conditions, fair wages and benefits. Such an environment engages both employer and employee in the process of decision-making, grounded in worship, and requiring mutual respect, listening and hearing. A just work environment also encourages and supports the calling to service of each employee. Although not all employees may be Friends, all are included in this process. We recognize that, while it may not be so for all, some of those employed by Friends will be called to this work as a form of ministry.

## 2. Employment Equity

It is the policy of Canadian Yearly Meeting to conduct its recruitment and other employment practices to promote the purpose and to comply with the spirit of fair and equitable employment. Discrimination on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, gender, sexual orientation, age, marital status, family status or handicap will not be tolerated in employment.

It is important that committees employ those individuals best able and most competent to perform the services required. Yearly Meeting committees who employ staff may require that a position be filled by a member of the Religious Society of Friends (in accordance with human rights legislation). Where membership is not required and where two candidates are equally qualified, preference will be given to a member of the Religious Society of Friends.

## 3. Sexual Harassment

Sexual harassment is prohibited by federal and provincial law. Sexual harassment is: unwelcome sexual advances, requests for sexual favours and other verbal, written or physical conduct of a sexual nature, whether or not they are accompanied by explicit promises or threats, made by a person who knows, or ought to know that this attention is unwanted. Sexual harassment can include: unwanted sexual innuendo, sexual jokes and body language, persistent questions pertaining to sexual orientation, overt physical actions such as unwanted embracing or fondling, and physical assault. Friends will not tolerate sexual harassment. Complaints of sexual harassment will be taken seriously and dealt with in a spirit of compassion and justice. A process for responding to complaints is outlined in the Appendix A.

## 4. Conditions of Employment

Representative Meeting is responsible for the employment of staff for the Yearly Meeting office. The employment of staff of Yearly Meeting committees is the responsibility of the respective committees.

- Each Yearly Meeting committee that employs staff (employing committee) is encouraged to establish a Personnel sub-committee to implement CYM Personnel Policy (including performance assessments) and any additional policy interpretation specific to the needs of that committee;
- Each employing committee will have a policy statement with regard to specific hiring procedures for that committee;
- The Clerks of employing committees (or their Personnel sub-committee Clerk) will ensure that newly appointed committee members receive a copy of the CYM Personnel Policy, committee-specific policy (including hiring procedures), job descriptions, and an Internet link to the provincial employment standards in use;
- Employment appointments are on a term basis for renewable terms, normally three years (see Section 6 – Letters of Employment);
- Each employee will have a job description that includes individual tasks and areas of responsibility as well as the line of accountability for job performance;
- All personnel practices will be carried out in conformity with provincial employment standards.
- [revised 2010.05]

## 5. Committee Membership

The Personnel Policy Committee is a committee of Representative Meeting and consists of the following members:

- Clerk: named by Representative Meeting;
- CYM office subcommittee representative: named by CYM office subcommittee (members of the CYM office subcommittee are named by Representative Meeting);
- CFSC office subcommittee representative: named by the CFSC office subcommittee (members of the CFSC office subcommittee are named by CFSC);
- Publications and Communications personnel subcommittee representative;
- Clerk of Representative Meeting;
- CYM office staff representative: named by CYM office staff;
- CFSC staff representative: named by CFSC staff;
- Publications and Communications staff representative: named by P&C employees.

The subcommittees listed in this section are referred to below as Personnel Subcommittees. Each Personnel Subcommittee has a description of its functions and relates to the appropriate employing committee and its employees in implementing approved policies. [amended 2009.05]

## 6. Letters of Employment

All new employees receive from the Yearly Meeting committee that employs them (i.e., employing committee) a letter of appointment outlining conditions of employment.

Each letter will include (see Appendix C for a sample):

- Information about the salary level and benefits, including the forms to undertake the experience and needs assessment necessary for determination of the final salary (and a deadline for return of completed forms);
- Information about withholding of military taxes if desired by the employee (see Section 23);
- A copy of Canadian Yearly Meeting Personnel Policy as well as any specific policies and conditions of work adopted by the employing committee;
- job description (including individual tasks and areas of responsibility as well as the line of accountability for job performance);
- Dates of employment (beginning and end dates of term), length of probationary period, and the date of the performance review preceding the end of the probationary period;
- The procedure by which a Committee of Care will be named;
- A request for written confirmation from the employee of acceptance of the terms of the letter of appointment.

Following the satisfactory completion of the probationary period or the renewal of a term, a letter of continuation of employment will be sent to each employee (see Appendix C for a sample) The letter will include conditions of employment and any new terms of employment, and will state the timing of the next performance appraisal (preferably at least three months before the date a decision on term renewal is required).

[revised 2010.05]

## 7. Employee Files

A file will be kept for each employee that will include (see Appendix C for a sample checklist):

- copies of letters of employment and contract;
- employee's resumé;
- records of overtime, compensatory time, vacation time, personal and sick leave;
- performance review results;
- commendations and a summary of disciplinary actions;
- salary records;
- rationale for the employee's salary level;
- letters of reference and travelling minutes for the employee;
- other appropriate documents;
- termination correspondence and documents.

Personnel records are confidential. They are accessible to the individual employee concerned, and the relevant clerks and Personnel Subcommittee. Files will be kept a minimum of seven years.

## 8. Performance Review

Performance reviews will be carried out minimally on an annual basis and before the end of probationary periods. Particular attention will be given to reviews carried out prior to the end of probationary periods and prior to renewal of contracts.

The purposes of the performance review are:

- to provide an opportunity for employees to share areas of concern regarding job functions, staff and employer relations and organizational needs;
- to reinforce and improve employee performance by ensuring that employees know what is expected of them and to provide feedback on how well they are meeting these expectations;
- to provide an opportunity for review of job descriptions;
- to provide a basis for decision-making about training and development;
- to identify current strengths and areas for improvement;
- to review achievement of performance objectives from previous year and to develop performance objectives for the up-coming year;
- to provide an opportunity for the employer to reflect on organizational changes needed as a result of the performance review.

Each Yearly Meeting committee who employs staff will develop its own procedures for carrying out reviews for their own employees. Yearly Meeting committees who employ staff are asked to share these with Personnel Policy Committee for information purposes.

## 9. Employee Development

Employees are encouraged to seek opportunities to increase their knowledge and skills.

The purpose is to equip employees to conduct their work in an improved manner by:

- broadening their information base in all aspects of their job description;
- increasing their technical, administrative and managerial skills;
- nurturing their spiritual growth.

The maximum working time permitted for employee development in any one year is five days for each employee. "Unused" days are not carried over into a subsequent year. Both the employer and employee are free to initiate proposals, but final approval must be given by the employer.

The employer should maintain an adequate line in the annual budget to cover expenditures for employee development.

## 10. Committees of Care

A Committee of Care provides both practical and spiritual support to an employee -5- engaged in the demanding work for Friends. Employees are strongly encouraged to make use of a Committee of Care (see *Organization and Procedure of Canadian Yearly Meeting*, Chapter 8 ). The Personnel Subcommittee will consult with the employee about a Committee of Care and appoint one as requested. The employee participates in the naming of a Committee of Care.

## 11. Hours of Work

The work week for full-time employees is 35 hours. Flexibility is allowed in individual schedules, provided that all functions are adequately covered. Job descriptions will reflect a job load that may be reasonably carried out in the normal work week. Because of the nature of the work, employees may need to work extra hours on occasion. In so far as it is practical, employees are encouraged to take compensatory time for such additional hours worked as soon as it is earned. We acknowledge that our staff are often called to work longer hours than the "normal" 35 hour work week, especially during

trips out of the office. While full hour-for-hour compensatory time is not feasible, some compensatory time is necessary and in keeping with the spirit of our policy regarding justice for employees.

Chronic overtime may be a result of unrealistic job expectations and needs to be addressed by Yearly Meeting committees who employ staff. Travel time on Friends' business is considered to be part of the work week. Employers are responsible for keeping records of employee overtime, compensatory time, holidays (including statutory holidays), personal leave and sick leave (see Appendix C).

## 12. Expenses

Employees should not have to subsidize the costs of carrying out Friends' business. If the budget is insufficient to provide for these costs, Friends need to explore other ways of doing the work.

### (a) Per diem expenses

Employees will be reimbursed for costs associated with approved attendance at conferences, yearly meeting sessions, etc., including travel, registration, accommodation and meals. Employees are encouraged to arrange hospitality and be modest in their expenses when travelling among Friends. Such expenses will be reimbursed. Yearly Meeting committees who employ staff may set a maximum per diem for non-Quaker conferences.

### (b) Travel

Employees will be reimbursed for costs associated with approved travel. The most appropriate means of transportation should be used, taking into consideration factors such as cost, time, effective use of resources, health, etc. Full bus, train or airfares will be reimbursed; travel by car will be reimbursed at the current Canadian Automobile Association rate for a compact car. Where car rental costs are less expensive this alternative should be considered. If an employee chooses to use a means of transportation more costly than would normally be considered, s/he will assume the extra costs.

## 13. Vacations

Full-time employees earn annual leave at the rate of 1 2/3 days for each full month worked. This totals 20 days in a year. Leave time will not usually be granted during the first three months of employment. No more than 20 days may be accrued. Leave time is pro-rated for part-time employees. Vacations will be arranged by employees and the Yearly Meeting committee who employ staff to be taken at a mutually convenient time. In special circumstances, Yearly Meeting committees who employ staff may approve leave time being taken prior to being earned. In the event of termination, an employee will be paid for any unused leave.

## 14. Statutory Holidays

New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday (in Ontario 1st Monday in August), Labour Day, Thanksgiving, Christmas Day, Boxing Day. The following days are also paid holidays: Easter Monday and a half-day each on Christmas Eve and New Year's Eve.

## 15. Sick Leave

Employees are eligible for leave with full pay, in case of personal illness, up to a maximum of 16 days a year. This is not an entitlement. Unused sick leave may not be accumulated. Cases of long illness will receive special attention. Sick leave may include days for preventative health care. Employees are encouraged to use flex-time for short term appointments.

## 16. Personal Leave

Up to five days may be used as personal leave, for personal and family matters other than, and in addition to, sick leave. Where possible, arrangement should be made with others in the office and the Yearly Meeting committee who employ staff. Unused personal leave may not be accumulated or used to extend a vacation. Cases of long illness will receive special attention.

## 17. Parental Leave

(The following guidelines are based on the Federal Employment Insurance Act (2000) and the Ontario Employment Standards Act (2001). We believe other provinces have similar requirements. When a request is made for leave under this section by an employee working in another province the legal requirements for that province should be reviewed.)

### (a) Pregnancy leave

Pregnancy leave is a right pregnant women have under the Employment Standards Act to take a leave of at least 17 weeks off work. The employer does not have to pay wages to an employee on pregnancy leave, but eligible workers can apply for “maternity benefits” from the Employment Insurance Program during their pregnancy leave.

### (b) Parental leave

Parental leave is a right new (biological or adopting) parents have under the Employment Standards Act to take time off from work when a baby or child first comes into their care.

- The birth mother can take 35 weeks of parental leave immediately after her 17 weeks of pregnancy leave for a total of 52 weeks.
- Parental benefits can be collected for up to 35 weeks by biological and adoptive parents or by their partners.
- Parental benefits can be claimed by one parent or shared between the two partners.
- Parental benefits for biological parents and their partners are only available within the 52 weeks following the child’s birth or, for adoptive parents, with the 52 weeks from the date the child is placed in their care.

All applications for pregnancy, adoption, parental leave must be made in writing to the Clerk of the appropriate Personnel Subcommittee.

## 18. Jury Duty

When an employee is subpoenaed in court or called to jury duty, in principle he or she will be granted time off without loss of income. In each situation, consultation will take place between the Yearly Meeting committee who employ staff and employee with respect to the needs of both.

## 19. Employer/employee Relations

Friends’ experience with the Peace Testimony will guide us in these areas. Yearly Meeting committees who employ staff need to take care to clearly express expectations of our employees, and to regularly review their performance and communicate any concerns.

### (a) Conflict resolution

When conflicts arise they will be addressed openly and promptly. Yearly Meeting committees who employ staff will establish procedures whereby employing committees or employees may seek assistance in resolving conflicts. (See Appendix A.)

### **(b) Resignation**

When an employee decides to resign, three months notice is requested where possible.

### **(c) Termination**

When termination of employment is necessary, every reasonable effort is made to provide the employee with as much advance notice as possible.

- Permanent employees being laid off are entitled to two weeks salary for every full year of employment to a maximum of three months, in a combination of termination notice and/or pay in lieu of advance notice.
- During the period of termination notice individuals will be allowed reasonable time off to seek employment.
- Where service of an employee is to be terminated without notice, then pay in lieu of notice will be paid in a lump sum at the time of termination.
- Termination “with cause” in incidents of gross misconduct may occur immediately, with payment of salary and benefits for a period specified by provincial employment standards.
- Termination “without cause” should only occur after more than two unsatisfactory performance reviews, with active supervision in the interim. A probationary period may be appropriate after a second unsatisfactory review. In cases where an employee does not meet performance expectations, the frequency of performance reviews should be increased in order to expedite improvement or termination. (See Employment Standards Act, Ontario.)

### **(d) Exit interview**

An exit interview will be conducted with each employee at the end of their term of service. The purpose of the exit interview is to gather information so that the Personnel Subcommittee can evaluate the person's experience and formulate future goals. (See Appendices A and C.)

## **20. Salary**

There are different approaches to determining the level of remuneration for employees. Two of the most common are needs related and job related approaches. Job related approaches include such factors as skills, education and availability in the job market. Needs related approaches include such factors as family size, geographic location, and special or personal circumstances. There are merits in both approaches and Friends have in past attempted, with only limited success, to combine the two. We believe that these two approaches are essentially different and that it is necessary to emphasize one or the other.

A needs related approach to establishing remuneration levels for persons employed by Friends seems most compatible with much of Friends' witness for social justice. This includes concern for a just distribution of material wealth and for the environment, as well as our concern for enabling members of the Society of Friends to enter the employ of Friends without placing an unjust burden on dependents. A needs related approach means for us the necessity of establishing a level of remuneration for all employees that will enable them to live at a reasonable standard of living and be able to provide for retirement and the risks of ill health or accident.

The policy regarding remuneration of employees in the Society of Friends in Canada is based on needs related criteria with some consideration being given to experience. We have adopted a model which has a base entry level with increments for experience, for dependents and for special needs. Salaries are adjusted annually for cost of living and for years of service. (See Appendix B for the current values of these base amounts and for sample calculations.)

When there is a change in dependent status, appropriate changes in the remuneration will be negotiated between the employee and the employing committee, on a case by case basis.

In some cases a supplement for special needs not covered by the benefits plan may be paid, up to a maximum of \$5000 per annum. The amount of the employer's contribution is decided by the employing committee on a case by case basis. The \$5000 is not an entitlement. (See Appendix D for procedures.)

## 21. Benefits

(a) The employer will make available appropriate benefits including extended health care, dental plan and long term income protection. Where a decision is made that employees will join a group plan, this will be done under a name that indicates clearly that it is available to any employee of the Yearly Meeting.

(b) Benefit plan:

- the plan must be selected so that all employees of Yearly Meeting have equal access to benefits;
- participation in the plan will be optional;
- Yearly Meeting committees who employ staff will pay 50% of premiums unless there are tax considerations that indicate other payment options would be beneficial for the employee in the long term, (for example, benefits under long term income protection are non-taxable where the employee pays 100% of the premium);
- where an employee decides not to participate in an approved plan, s/he may propose an alternative to the Yearly Meeting committee who employ staff for consideration.

(c) Yearly Meeting committees who employ staff will contribute 5% of salary to an employee's designated Registered Retirement Savings Plan (RRSP) account. The employee is expected to contribute an equal amount.

(d) See Section 23 with regard to persons who work less than 20 hours a week.

(e) Supplementary benefits during maternal and parental leave

- Maternal and parental leave benefits are provided for under Employment Insurance (EI) regulations during the 52 weeks following birth or adoption of a child (see Section 17. Parental Leave). A birth mother may take maternal leave of up to 17 weeks, and additional parental leave of up to 35 weeks can be taken by one parent or shared by both. Adoptive parents are entitled to share a total of up to 52 weeks of parental leave. Currently (2007) in Ontario the government benefit during these leaves is 55% of the salary up to a maximum of \$413 per week after a two week waiting period. Under EI rules any supplementary benefit provided by the employer together with the benefit paid by EI cannot exceed 100% of the employee's salary. CPP, EI and taxes must be paid on the supplementary benefit.
- CYM employees are entitled to benefits to supplement their EI earnings during maternity and parental leave. Subject to the EI regulations mentioned above, a full-time employee on maternity leave is entitled to benefits to supplement her EI earning over this 17-week period from her CYM employing committee up to a maximum of \$13,000. If she decides to take parental leave following her maternal leave, she is only eligible for additional benefits to a maximum of \$13,000 for the two leaves combined. Any other full-time employee who is taking parental leave is entitled to a maximum of \$13,000 in supplementary benefits from the CYM employing committee to augment their EI earnings during the leave. Employees who are not full-time are eligible for similar supplementary benefits pro-rated to full-time equivalency.

- If the employee resigns within the 12 months following the period in which supplementary benefits have been paid, the employee shall reimburse the employer. If there are extenuating circumstances to the employee's resignation, the employee may approach the CYM employing committee for consideration of an adjustment to the amount of reimbursement required.
- Employees must give adequate notice to the employing committee of forthcoming maternal or parental leave to give the committee time to prepare for the leave. The committee will need to make arrangements, such as a replacement hiring or work coverage, several months ahead of the start of the leave. Adequate cross-over time between the employee going on leave and any replacement worker should be part of the planning.
- If a CYM employing committee, other than CFSC, finds implementation of the policy financially difficult then they should apply to the CYM Finance Committee for assistance.

## 22. Friends Peace Testimony/Withholding of Military Taxes

Canadian Yearly Meeting reaffirms the centrality of our corporate Peace Testimony (see Appendix A). We are clear that it is contrary to the intended uses of the resources entrusted to us when they are used in war preparation rather than the nurturing of life. As a yearly meeting we are seeking ways that we may express this conviction in practice as a responsible employer. [1991-8-55] Canadian Yearly Meeting has minuted the wish to enable Canadian Yearly Meeting employees to live according to their beliefs when they are conscientious objectors to the payment of taxes for military purposes. [1988-8-52]. We recognise that not all our employees will feel led to this particular form of witness. [1991-8-55] An employee may initiate a request to have the military portion of their income tax remittance withheld by writing a letter to the appropriate Yearly Meeting committee who employs staff, stating the reasons s/he feels called to be part of this witness. The employing committee then request that funds either be withheld in a special account within the financial accounts of Canadian Yearly Meeting or remitted to Conscience Canada's Peace Tax Fund until a mechanism for such conscientious objectors is created by the Canadian Government. The employing committee will inform the Clerks of Representative Meeting and of Yearly Meeting how it has accommodated the employee's request.

## 23. Part-Time and Short-Term Employees

### **Long-term employees**

This category includes people who are working long-term (usually over 18 months) at less than 20 hours a week and do not qualify for participation in the benefit package offered. The majority of persons working part-time in the labour market today are doing so out of necessity and need benefits. The Yearly Meeting committee that employs staff will pay an amount equivalent to the employer's share of the benefits premiums pro-rated for hours worked and if necessary, consider an additional amount under the special needs section of our salary and benefit policy (see Sections 20 and 21). This category may include employees who are job sharing. The employing committee uses the salary calculation in Sections 20 and 21 to determine their salary level.

### **Short-term employees**

This category includes persons who are hired for a set period of time (usually three to 18 months) to undertake a specific set of tasks captured in a job description either on a part-time or full-time basis. For employees in this category, the employing committee can use an hourly rate or a variation of the salary calculation in Sections 20 and 21.

### **Casual workers**

For part-time work of a casual nature (either regular or occasional), hourly rates for employment are established for the particular job requirements according to market criteria. When setting the rates employing committees need to take into consideration that the majority of persons working part-time are doing so out of necessity and they need to consider their responsibilities in setting the hourly rate which, by its nature, does not include any benefits.

### **Contractors**

Sometimes an employing committee will decide to purchase the services of an independent contractor (for example, in the past some Yearly Meeting book-keepers have chosen to work under contract). An employing committee agrees to purchase the services of such an agent according to the rates charged by the business. These rates reflect that the person needs to be responsible for their own health care, retirement benefits and vacation pay. A contract of this type will provide considerable detail about the terms of employment (see Appendix C). It should be emphasized that a contractor does not come under the terms of the CYM Personnel Policy with respect to salary, benefits, leave, etc.

## **24. Other Meetings That Employ Staff**

Monthly Meetings are encouraged to make use of Canadian Yearly Meeting personnel policy in their employment practices appropriate to their needs.

## **APPENDIX A**

### **Conflict resolution**

The following procedure is one suggested way of enabling individuals to manage and/or resolve conflicts. Where a situation arises in which a staff person is involved in a conflict situation with another staff person or a member of Canadian Yearly Meeting, that staff person may ask the Personnel Subcommittee for assistance in handling the conflict.

- (a) Personnel Subcommittee will name a mediator.
- (b) The mediator invites persons involved in the conflict to discuss what is troubling them, checks out their perceptions; seeks clarification through active listening; and refuses to take sides.
- (c) The mediator invites each party to meet with others involved in the situation. At these meetings: each party has an opportunity to describe the incidents leading to conflict, how they made them feel, without interruption; the other party will listen and attempt to restate what he or she just heard; the mediator checks with first party, asking if the restatement is substantially correct; the mediator helps both parties to identify common interests and concerns; the mediator encourages parties to brainstorm solutions; an agreement is made which summarises where the brainstorming led.
- (d) A few weeks later the mediator reviews the agreement asking what has worked and what has not worked.

## Exit interview

Except in cases of involuntary termination, a letter will be sent to the employee within three months of the end of a term of service which includes questions based on the following list. Where possible a personal interview will be conducted from which an informal report will be prepared for the Personnel Subcommittee.

In thinking over your time in this position

- was there adequate support and information when you began your work?
- was the job description helpful/accurate?
- was the communication with your employer effective and timely?
- did you get adequate support from your co-workers and your employer?
- were the performance reviews helpful?
- if your contract was renewed was this done in an appropriate manner?
- was your Committee of Care effective?
- what do you consider the most important learning you gained from working with and for Friends?
- what was the least rewarding/disappointing experience in your work with and for Friends?
- is there anything else you wish to add?
- are you interested in receiving a letter of reference for your work?

## Sexual harassment

*Because of our deep conviction that there is that of God in every person, Friends affirm the basic dignity of all humankind. We seek to be a community of trust and mutual concern which challenges all forms of violence and oppression, a community in which faith and principles find appropriate expression in action. Sexual harassment and abuse profoundly violates both the individual and that community of love and trust for which we yearn. When such abuse has occurred, f/Friends are called to assist in support and healing.*

Canadian Yearly Meeting is committed to providing a work environment for its employees and volunteers that is free from discrimination and harassment. This includes those forms of discrimination and harassment that are unlawful. Actions, words, jokes, comments based on an individual's sex, sexual orientation, race, disability, ethnicity, age or religious beliefs will not be tolerated.

In particular, sexual harassment, both overt and subtle, is a form of misconduct that is demeaning to another person and undermines trust and respect. Anyone engaging in such behaviour will be subject to disciplinary action, up to and including termination of employment, termination of committee appointment or exclusion from a gathering, project or office premises.

A man, woman or child may be the victim of sexual harassment, and a woman, man or child may be the harasser.

### Definition

Sexual harassment usually falls into one of three categories, but is not limited to:

- Verbal: sexual innuendo, suggestive comments, threats, insults, jokes about gender-specific traits, sexual propositions.
- Nonverbal: making suggestive or insulting noises, obscene gestures, whistling, leering.
- Physical: touching, brushing body, pinching, attempted or actual sexual intercourse, assault.

Often there are differences in power or influence between parties. There may also be explicit or implied threats or promises of favour toward a person who is subjected to sexual harassment. Persons

who depend on an employed position for their means of livelihood are particularly vulnerable to differences in power.

In addition, certain behaviour that is not directed at a particular person may nevertheless contribute to a “hostile work environment” and constitute sexual harassment. Examples include the posting of pornographic or suggestive art in offices or public areas, or sexually explicit discussions which may be acceptable to the participants but not to others within hearing.

Incidents of sexual or other unlawful harassment include (among others) the experience of being sexually harassed, an unjust accusation of sexual harassment, the observation of acts of sexual harassment or the presence of a hostile work environment. In unclear or borderline cases, those who are made uncomfortable by any behaviour may make their views known to the appropriate person (see below) and the matter will be investigated fairly and without punitive intent so that the legitimate concerns of all parties may be respected.

### **Procedure**

This policy applies to employees, committee members, programme participants and volunteers. Anyone who discovers potential criminal behaviour especially involving minors must immediately contact the police.

Any person who wants to report an incident of sexual or other unlawful harassment has the responsibility of reporting the matter promptly to the clerk of the employee's Yearly Meeting committee. If the clerk of the Yearly Meeting committee that employs the staff person is unavailable or if the person believes it would be inappropriate to contact that individual, the person should contact the clerk of Personnel Policy Committee or another member of that committee in a timely manner. If the person who is making a complaint conscientiously feels that contacting these individuals would not be appropriate, s/he may contact the clerk of Representative Meeting.

Any clerk who becomes aware of possible sexual or other unlawful harassment should promptly initiate an investigation and immediately advise the clerk of the Personnel Policy Committee that such an investigation is being carried out. The clerk of the Yearly Meeting committee that employs the staff person ensures that the investigation is carried out by a person trained and experienced in such investigations. The clerk of the Personnel Policy Committee has a responsibility to ensure that all investigations of sexual or other unlawful harassment are conducted in a timely and appropriate manner. S/he is also responsible for ensuring that any individual involved in such an investigation has personal support when such is requested. This applies equally to all parties in such circumstances. It is essential that every complaint be handled in a confidential manner consistent with the need to investigate it promptly, thoroughly and impartially. All parties involved will be interviewed individually and asked to submit written, signed statements. The involved parties will be informed in writing of the findings of the investigation and/or corrective actions, if any. Involved parties have the right to lodge a complaint with the police or to engage legal counsel, as appropriate, but need to know that this may hinder or prevent this policy from proceeding.

We seek to protect each person. We ask persons who are not involved in the investigation to understand the importance of confidentiality and not to circulate rumours or seek to gain information to which they are not entitled. Inappropriate sharing of information may endanger the integrity of the investigation and may subject those involved to possible lawsuits for defamation of character.

Incidents of concern or complaints involving persons not covered by this policy may be reported to persons designated by Yearly Meeting of Ministry and Counsel or to persons designated by local Meetings for this purpose.

*[Approved for use on an interim basis by Representative Meeting 96-05-16b]*

## Peace testimony

Declaration to Charles II, 1661:

*We utterly deny all outward wars and fightings with outward weapons, for any end or under any pretence whatsoever. And this is our testimony to the whole world. The spirit of Christ, by which we are guided, is not changeable, so as once to command us from a thing as evil and again to move unto it; and we do certainly know, and so testify to the world, that the spirit of Christ which leads us into all Truth, will never move us to fight and war against any man with outward weapons. neither for the kingdom of Christ, nor for the kingdoms of this world.*

## APPENDIX B

*(Not part of the policy, but intended to help in implementing the policy.)*

### Salary calculations

Salaries are calculated from three components: a base amount; increments for education, experience and service; and an amount for dependents. In addition a separate supplement for special needs may be paid (see Section 20).

In 2000 these amounts (for a full time employee) were as follows:

Base salary	\$32,000
Experience increments	\$500

(These increments are for relevant post-secondary education, experience, and years of service. When calculating the salary of a new employee, relevant post-secondary education will be considered to a maximum of 6 years, and relevant experience and education together to a maximum of 18 years. Continuing employees will receive an experience increment each year during their term of service in recognition of their growing experience.)

Dependents: first adult \$5000; children and others \$3333 each

(In the case of a single parent, the first child may be considered as the first adult dependent.)

In years following 2000 the base salary and the amount for dependents are indexed by the consumer price index (CPI) of the province in which the employee works (see below).

The website <[www.statcan.ca/english/Pgdb/econ09a.htm](http://www.statcan.ca/english/Pgdb/econ09a.htm)> gives tables for the CPI for each of the provinces over the past few years. Note that these tables give *averages of the CPI over the preceding 12 months*. (Statistics Canada has another set of tables which deal with unaveraged figures which we do not use.)

For new employees, the base salary and the amounts for dependents are indexed in the determination of their starting salary. The experience increment is not indexed but is reviewed every three years from 2003 by Personnel Policy Committee. (See the example below.)

For continuing employees, all components of the salary (base, dependents, and experience, but not the supplement for special needs) are indexed annually by the CPI. At the beginning of each year, the salary of an employee who continues employment from the preceding year is increased by an experience increment and then multiplied by a factor reflecting the change in the CPI for the preceding year in the province in which they work (these figures are available from Statistics Canada at the end of January).

**Example (setting the initial salary)**

In January 2000 the 12-monthly average of the CPI for 1999 in the various provinces was (Dec 2002 = 100):

AB	BC	MN	NB	NFL	NS	NWT	ON	PEI	QC	SA	YU
91.4	94.4	93.6	92.1	93.8	92.1	94.0	92.4	91.2	93.5	92.0	95.3

These are the figures for the base year.

Suppose that A is an employee who begins work in Ontario in April 2005 with credit for three years of post-secondary education, five years of work experience and no dependents. From the website given above, the average CPI for Ontario for the preceding year (2004) is 104.6. By the table above, the CPI in Ontario in the base year was 92.4.

• Thus A’s starting remuneration is:

Base salary (32000) x (104.6/92.4) + Increments (500) x (3+5) = 40225.11

**Example (annual increment of the salary)**

B started work in British Columbia in 2002, having been assessed at a salary of \$37,000 plus \$5,500 for dependents. Using figures from the website above (but this time using % change in CPI) we find that in British Columbia the 12-month average change in the CPI in the year 2002 was 2.3%. (This figure was first available at the end of January 2003.) Hence, assuming there is no change in the number of dependents:

• The salary for B for 2003 is:

(Previous salary (37000) + Increment(500)) x (1 + change in CPI (2.3/100)) = 38,362.50 where 500 represents the added increment for the additional year of experience.

• The compensation for dependents for 2003 is:

Previous amount for dependents (5550) x (1 + change in CPI (2.3/100)) = 5677.65

**Part-time employees**

Salaries for part-time, non-casual employees are pro rated (see Sections 21 and 23).

## APPENDIX C

*(Not part of the policy, but material which may be helpful to employing committees.)*

### Sample check lists

Forms and check lists such as the following are used by the Personnel Subcommittee of CFSC and may be helpful as models for other Personnel Subcommittees.

**Personnel Records**

Personnel records are confidential. They are accessible to the individual employee concerned, and the relevant Clerks and Personnel Subcommittee.

Files are kept for a minimum of *seven* years.

The employee has a parallel file. Nothing is included in the file that the employee does not have a copy of.

Contents of File:

1. Name of employee: -----
2. Date file opened: -----
3. Letter of application and resume.
4. Initial letter of employment with contract.
5. Calculations showing how salary was arrived at.
6. Renewal letters of employment with contracts and salary statements.
7. Original job description.
8. Performance reviews.

9. Commendation and summary of disciplinary actions.
  10. \*Record of overtime, compensatory time, vacation time, personal and sick leave.
  11. Job description at time of leaving.
  12. Letter of resignation.
  13. Letters of reference, actual or draft for future use.
  14. Supporting documentation.
  15. Travelling minutes for employee.
  16. Record of exit interview.
  17. \*Additional termination correspondence and documentation if any.
  18. Date file closed: -----
  19. Letter of reference supplied to: ----- Date: -----
- \* If pertinent

***Annual record of work***

Name: ----- Year: -----

HOLIDAYS (dates): -----

-----

----etc. -----

SICK DAYS (sick leave may include days for preventive health care) (dates):

-----

-----

----etc. -----

PERSONAL LEAVE (dates):

-----

-----

----etc. -----

**OVERTIME RECORD**

Overtime accumulated Compensatory time taken  
(incl. date and reason) (date)

-----

-----

-----etc. ----- etc. -----

***Departure of a staff member***

1. A member of the Personnel Subcommittee or a member of the office staff is chosen by the staff member to conduct the exit interview.
2. The guidelines for an exit interview are followed [*see Appendix A*].
3. The record of the interview is written up by the interviewer and confirmed for accuracy by the staff person before being included in the personnel record.
4. The interviewer and the staff member review the employee's file, trim out the non-essential documents and ensure the employee has a copy of all the documents included in the file, if he/she so wishes.
5. Complete the "Contents of the file" list on the inside cover of the Personnel Record.
6. Remind the employee that personnel records are usually kept for only seven years.

# Sample letter of employment

Dear \_\_\_\_\_,

I am pleased to write this letter confirming the verbal agreement [Committee] has offered you to employ you as [job title]. In this position, you are to carry out the work and provide the services as described in the attached job description. This is a [number of years] contract, from [date to date] , at [ full time or FTE] salary, to be determined according to the CYM Personnel Policy.

To enable us to calculate your salary, please provide the following information:

- Number of dependents (as defined in the CYM Personnel Policy)
- Number of years of relevant experience (see attached form)

Three Friends will be asked to independently assess your experience form. In the past we have found this to be a fair system. At your earliest convenience, please send this information to me at the contact information listed below.

Your initial 3 months of employment is a probationary period, followed by a performance review to take place by [date]. This review will provide an opportunity to evaluate how things are going and to deal with any potential concerns. During the probationary period you will receive the regular salary. Should the performance evaluation prove unsatisfactory, you may be subject to revised terms of oversight at the discretion of the CFSC Personnel Subcommittee, or this contract may be terminated by CFSC with two weeks' paid notice (as noted in the CYM Personnel Policy). Information on the probationary period and on the performance evaluation process is in the CYM Personnel Policy (Section 8 – Performance Review) and [CFSC POP Manual (Part V – Section E)].

After three months' employment, you are entitled to be enrolled in [CFSC]'s health benefits plan. [CFSC] and the employee equally share the cost of the monthly premium for the benefits plan, which will be deducted from the salary before remittance. Should you not wish to be enrolled in the health benefits plan, you may propose an alternative to [CFSC].

You will be working under the direction of [position of person], or in his/her absence, [position of person], or [the General Secretary of CFSC]. [You will work within the terms of the Staff Accountability Model, as described in Part V – Section M of *Canadian Friends Service Committee's Policy, Organization and Procedure (POP) Manual*].

You will perform the services described in the job description from [location]. You may, as well, be required to undertake approved travel as a part of providing said services. We will contribute the equivalent of 5% of your salary to an RRSP account of your choice. You are expected to contribute an equal amount.

We are willing to put into effect the "Proposal Concerning the Implementation of the War Tax Decision" (see Section 23 of *CYM Personnel Policy* ). If you wish to have the military tax deducted, please notify the Financial Administrator in writing.

Salary will be paid monthly on the 15th of the month. By arrangement, this compensation can be directly deposited into your bank account or be remitted by cheque.

Staff and [CFSC] are bound by the CYM [and CFSC] Personnel Policies, [and the CFSC Policy, Organization and Procedure Manual]. Th[ese] document[s] enumerate your responsibilities as an employee of [CFSC], and our responsibilities as your employer.

A Committee of Care is appointed for each [CFSC] employee. Such a committee usually consists of two or three Friends, and its purpose is to provide continuing support to you. When you start work, we will discuss the most appropriate way to establish your committee.

Should you choose to terminate this contract at any time, you will give [CFSC] a minimum of two weeks' notice of the date that the contract will terminate. During that two weeks, you will continue to fulfill the services outlined in your job description (and be paid for such services) and will, subject to request by [CFSC], provide an orderly transfer of the files, equipment, and information on the work undertaken through the services provided relative to that job description. Should we choose to terminate the contract after the probationary period has been completed, we will abide by the terms laid out in [the CFSC POP Manual (Part V – Sections F and G) and] the CYM Personnel Policy – Section 19 (Employer/Employee Relations).

You are required to treat as confidential all information so designated by [CFSC] that you are privy to during the course of your work with [CFSC].

You are asked to disclose all relationships and business affiliations, which may conflict with the interests of [CFSC]. This disclosure will be made prior to signing this contract to the [Clerk of CFSC Personnel Subcommittee].

[CFSC] assumes no liability with respect to any accident to any person or any loss or damage to any person or property arising from the contract except with respect to any accident, loss or damages arising from the negligent acts or omissions of [CFSC] employees or agents acting within the scope of their employment or authority.

Any property and or equipment (ex. files, computer equipment, funds, computer software, diskettes) issued to any employee by [CFSC], or bought by an employee with [CFSC] funds, shall remain the property of [CFSC]. Any such property or equipment shall be returned upon request or completion or termination of this contract.

Upon completion, or in event of termination, all work in-progress, work completed, and files established (electronic or otherwise), shall be given to [CFSC] as its property.

This letter has been sent to you in duplicate. Please sign below, and return one copy to me at your earliest convenience, as written confirmation of your acceptance of this offer of employment as binding between yourself and [CFSC].

Your appointment will be announced in the Canadian Friend, [the CFSC E-newsletter, and Quaker Concern].

In Friendship,

\_\_\_\_\_  
*I, \_\_\_\_\_, accept this offer of employment from [CFSC], and agree to abide by its terms and conditions.*

\_\_\_\_\_ Signature  
\_\_\_\_\_ Witness  
\_\_\_\_\_ Date

# Sample letter for renewal of employment

Dear \_\_\_\_\_,

I am writing to confirm the verbal agreement [Canadian Friends Service Committee] has with you related to your continued employment as [Position and FTE].

Your first three year contract began [date], and your second three year term [date]. We are grateful for your service and the gifts that you have brought to [CFSC].

We offer you another three-year contract from [date at FTE] with the salary determined according to the Canadian Yearly Meeting salary policy. We understand that you may decide to complete service prior to the end of this contract. Please refer to the CYM Personnel Policy [as well as the CFSC Policy, Organization and Procedures manual] for the terms of employment and your job description.

As you know, [CFSC] will pay the equivalent of 5% of your salary into an RRSP of your choice. We expect that you will contribute an equal amount. CFSC is willing to put into effect the “Proposal Concerning the Implementation of the War Tax Decision” (Section 23 of CYM Personnel Policy) on the request of an employee.

Please send written confirmation of your acceptance of our offer at your earliest convenience to me at the address below. We give thanks for the contributions you make to the smooth operations of the [Committee] and for your continuing service.

In Friendship,

# Sample agreement for a contracted position not directly covered by the Personnel Policy

## CONTRACT - FOR THE SUPPLY OF BOOKKEEPING SERVICES

AGREEMENT made and executed in duplicate this [date]

BETWEEN " Canadian Yearly Meeting " herein called " CYM " and [employee] herein called the " Bookkeeper ".

### 1. SERVICE:

The Bookkeeper agrees to provide the services outlined in APPENDIX A. See also APPENDIX B : Added Goals.

### 2. RECORDS:

The Bookkeeper shall keep a complete and comprehensive record of all financial transactions in accordance to Generally Accepted Accounting Principals and as stated in Canadian Yearly Meeting's Policies and Procedures manual. Records processed by the Bookkeeper shall be returned to CYM within one week of processing and all records shall be turned over to CYM upon termination of the contract. The Bookkeeper shall back-up all electronic data files that pertain to Canadian Yearly Meeting's financial records. These files shall be turned over to CYM immediately upon termination of this contract.

### 3. DURATION OF CONTRACT:

This position is a [length of contract] contract. This contract shall be from [date] to [date].

### 4. HOURS OF SERVICE:

The Bookkeeper shall provide the services outlined in APPENDIX A over the course of [12 to 30 hours per week]. From time to time CYM may request that the Bookkeeper be available for discussion with officials of Canadian Yearly meeting or attend staff or Committee meetings.

### 5. LOCATION OF SERVICE:

The Bookkeeper shall perform the services outlined in APPENDIX A and APPENDIX B either at her own location or at the office of Canadian Yearly meeting as appropriate.

### 6. PROPERTY & EQUIPMENT, SUPPLIES:

a) Any property and or equipment issued to the Bookkeeper (keys, ledgers, stamps, computer software, etc.) shall remain the property of the Canadian Yearly Meeting and shall be returned upon request or termination of this contract. No office equipment other than diskettes for backups is to be removed from the Canadian Yearly Meeting's premises without the approval of an officer of Canadian Yearly Meeting.

b) The Bookkeeper shall provide the necessary office supplies to provide the duties outlined in APPENDIX A, however, Canadian Yearly Meeting will provide forms and stationary which are specific to its business.

### 7. PAYMENT:

a) Canadian Yearly Meeting shall pay the Bookkeeper for services performed under this contract an amount equal to [rate of pay] plus 7% GST, payable on the last day of each month.

c) The bookkeeper agrees to submit an invoice on or about the 15th day of each month.

d) Canadian Yearly Meeting agrees to make payments to the Bookkeeper on a monthly basis upon receipt of a proper invoice.

8. INDEPENDENT CONTRACT:

The Bookkeeper shall perform the services provided for in this agreement as an independent contractor and not as an employee of Canadian Yearly Meeting. The Bookkeeper will not be entitled to participate in any employee health, dental, or pension plan.

9. TERMINATION:

Either party must provide a written notice of thirty (30) days if the intention is to terminate this contract.

IN WITNESS WHEREOF the parties agree to the terms and conditions as set forth in this contract.

for: Canadian Yearly Meeting.....

Date.....

(clerk - Representative Meeting)

[employee] ..... Date.....

-----  
*APPENDIX A : Services required*

Prepare cheque runs weekly.

Prepare bank reconciliations, monthly.

All general bookkeeping, i.e. enter deposits, pre-authorized payment transactions etc.. as required weekly.

Prepare fund statements, committee statement of expenses semi-annual and as required by clerks.

Investments as required from CYM General Fund.

Financial Statements, quarterly, and as requested by clerks or treasurer.

Budget preparation, worksheets for finance committee meetings.

Liaison with bank and external auditors-as required.

Prepare audit lead schedules for all general ledger accounts annually.

Assist and be present during audit-annually.

Annual T3010, and GST rebate claim, and other government forms as required.

Provide ongoing consultation and advice to CYM - as needed.

*APPENDIX B : Added goals*  
-----

APPENDIX D

*(Not part of the policy, but intended to help in implementing the policy.)*

**Procedures for special needs benefit submission**

**Submitting a request for a special needs supplement to employee benefits**

Employees are required to submit their request in writing to the employing committee in advance of securing services, products, etc. related to the special need if they are seeking assistance from the employing body. Ideally, a request will be submitted a month before a decision is required.

The following information will be included in the submission by the employee:

1. Nature of the special need and reason for the request.
2. If it is medical or dental:
  - Submission of a pre-determination note or letter from the medical professional that the procedure, etc. is necessary or recommended along with a financial quote;
  - Submission of a letter from the health insurance provider that the procedure, etc. is not covered by the employee’s plan;
  - Timing of the procedure, etc.

3. Amount requested.
4. Amount, if any, that the employee is contributing.
5. If relevant, length of time that the supplementary benefit is requested.

If it is not possible to make a submission in advance, the employee should contact the clerk of their employing committee or the staff representative to the committee as soon as possible to inform them of the situation with a submission to follow.

Non-urgent requests that are submitted after the expense has been incurred, or situations where the employee has not taken due diligence in securing and terminating the services or otherwise ensuring that the costs are kept as reasonable as possible will result in the request being denied or receiving a limited response.

If a request is approved, the employing committee may request proof of payment for services, etc. relational to the request for special needs supplement from the employee.

### **Considering a request for a special needs supplement to employee benefits**

Employing committees are reminded that the special needs supplement is a benefit, not an entitlement, and that they are dealt with on a case-by-case basis with compassion as well as prudence.

Employing committees may decide that they will set standard practices, for example, with regards to health or dental procedures that are not covered by the insurance provider rather than pay larger premiums to cover those health needs. In such cases, the employee is still required to submit a request for the special needs supplement even though the committee will not need to meet to consider the request.

In considering requests for the special needs supplement, the employing committee:

- Will ensure that all requested documentation has been provided.
- Will review the documentation and request in light of the need first and foremost as the CYM policy is constructed on needs-based philosophy.
- Will consult with the relevant finance committee about the request and its financial impact if the request is large (ex., over \$2,000 in total). The final decision, however, rests with the employing committee.
- May request more than one quote for a service, procedure, etc. from an employee, but also must take into account the employee's preference as quality of services, etc. can vary.
- Will respond to the employee's request in a timely manner, preferably within two weeks of the request. If the decision making process will take longer, the clerk of the employing committee will consult with the employee and keep them abreast of the estimated time-line for the decision.
- Will respond in writing to the employee with their decision and any terms therein.