Centre for Christian Studies Canada Inc. Personnel Policies

Preamble

The Centre for Christian Studies is rooted in a faith tradition shaped by covenant and by commitment to community. We seek to be a community of learning and ministry characterized by respect, openness, and intellectual stimulation. Staff and volunteers strive to live out their faith by working cooperatively in a spirit of justice, compassion, and mutual respect, committing our gifts, skills, and energy to this community. As staff and volunteers, we name our commitments as covenant and we regard our work as a sacred trust.

This context requires of the staff extreme flexibility in structuring work and work hours and serious commitment to the covenantal nature of the work. The ministry in which we are engaged requires that staff ensure the effective administration of the organization, including coverage of regular office hours, and that staff respond to the varied rhythms of the school year. All staff are expected to work some evenings and some weekends. The nature of the educational programming of CCS requires that, at certain times, some staff work many consecutive days, evenings, and weekends. The responsibilities of the Principal and the Development and Program Staff also involve travel within Canada and, occasionally, internationally.

This context asks of the CCS, as employer, that the covenantal nature of the work be taken seriously in the content and implementation of personnel policies. The following policies and implementation notes reflect our commitment to creating a just and respectful workplace and to acknowledging the requirements of provincial employment legislation.

CCS values the biblical concept of Sabbath, which calls for rest and restoration through not working, spending time with friends and family, sharing meals and celebrations in community, engaging with scholarship, the arts, and the outdoors, and taking time for worship and spiritual renewal.

This concept of Sabbath applies to the seasonal rhythm of our work by day, week, and month. It may take the form of continuing education opportunities, or Sabbath leave from the intensity of programmatic work, or compensatory time off following extended periods of productivity.

CCS also values the biblical concept of healing, which typically takes place in a context of "retreat" from the normal stress and demands of work. Healing may be needed to recover from physical or mental illness of oneself or one's family, and to recover from loss of family and loved ones.

The application of policy relating to overtime, vacation leave, sick leave, continuing education leave, sabbatical leave, and bereavement leave is intended in the spirit of Sabbath and healing.

If at any time there is no policy in effect with respect to a particular human resource matter, the policy of the General Council of the United Church of Canada then in effect shall apply, with the necessary changes in points of detail for the Centre for Christian Studies.

1. Definitions

- **1.1.** The employer is the Centre for Christian Studies Canada Inc., hereafter known as CCS.
- **1.2.** The Central Council is the board of directors for the Centre for Christian Studies Canada Inc.
- **1.3.** The Principal refers to the Principal or his/her designate.
- **1.4.** Program Staff refers to those members of the staff team who plan and lead courses for the theological education program offered by CCS.
- **1.5.** Full Time Employment: 37.5 hours per week.
- **1.6.** Part-Time Employment: less than 37.5 hours per week. Rate of pay, hours of work, and responsibilities will be agreed upon prior to employment but may be changed by CCS with reasonable notice.

2. <u>Responsibilities of Employer:</u>

- 2.1. CCS is expected to ensure a safe workplace with fair compensation, just practices, and adequate resources (office space, database, equipment, etc.) for employees to do their job. Job descriptions are developed jointly with staff and the Staff Support Committee, approved by the Central Council, and reviewed periodically.
- **2.2.** CCS will provide copies of personnel and harassment policies to all new employees. Employees will sign a letter of hire and a statement saying that they have seen and understood the personnel and harassment policies.
- **2.3.** The Principal will be responsible to maintain employee files in a secure manner. These files will contain salaries, benefits, years of service, holidays, continuing education, current job description, and screening verifications. The Principal will also be responsible to hold all performance reviews, which may from time to time include input from students, committee members, peers and members of the constituency of CCS. The Council and Staff Support Committee are responsible for oversight of the Principal.
- **2.4.** The Principal will discuss performance or other issues with the staff member and will determine any Corrective Action Plan which may include a probationary period and an appropriate time frame for change and evaluation. The remedial plan, monitoring system and any probationary period will be communicated in writing to the staff member with a copy to the Staff Support Committee.

3. <u>Responsibilities of Employee:</u>

- **3.1.** Each employee is expected to perform their job as described in the job description to a level satisfactory to promote the well-being of the organization and participate in regular performance review processes.
- **3.2.** All employees are required to pay for and provide a Criminal Record search, including the Vulnerable Sector search as part of the hiring process and subsequently on request. Employees are required to make an annual declaration of any new criminal charges or convictions. As well, employees will sign a letter of hire and a statement saying that they have seen and understood the personnel and harassment policies.
- **3.3.** Employees of CCS are expected to be aware of and adhere to the policies, standards, and procedures of CCS.
- **3.4.** Employees are expected to use CCS property responsibly. If there is demonstrated reason for concern about staff access to CCS, the employer has the right to suspend access at any time. This may include, but is not limited to:
 - Security access to entity facilities;
 - Parking privileges;
 - Email account and Internet access;
 - Telephone and voicemail use;
 - Entity property such as cell phone, laptop, credit card

4. Payroll

- **4.1.** CCS has a bi-monthly payroll cycle. Employees will be paid on the 15th and 30th of every month except in February when employees will be paid on the 15th and 28th of the month. When a pay date falls on a weekend, the automatic deposit for that pay will be on the last business day immediately preceding the weekend.
- **4.2.** When a pay date falls on a general holiday, the automatic deposit for that pay will be on the last business day immediately preceding the holiday.
- **4.3.** Salaried employees are paid for all hours worked up to and including payday. Total compensation includes salary for time immediately following the previous pay date to the end of the current pay date.
- **4.4.** New employees who begin working during a payroll period will receive their first pay on the next scheduled pay date, providing all documentation has been received.
- **4.5.** Payroll will be directly deposited to an employee's bank account.
- **4.6.** A new employee must provide a Direct Deposit Application form with complete banking information and a blank cheque. If a new employee does not have a bank account, they must immediately open an account and submit the required documents to the Principal. Manual cheques will be issued for a maximum of two pay periods, until this information is provided.

4.7. An employee must immediately inform the Principal of any changes to their personal banking information. These changes will take effect on the pay period following notification of changes.

5. Probationary Period for New Employees

- **5.1.** All new employees are subject to a probationary period of 6 months. During the first thirty (30) days of the probationary period, either the employee of CCS may terminate the working relationship without prior notice or pay in lieu of notice. During the balance of any probationary period the employee may resign upon giving one (1) week notice and the employer may terminate upon giving the amount of notice required by the Manitoba Employment Standard Code.
- **5.2.** CCS has the right to extend any probationary period at the discretion of the Principal, and/or to use a probationary period as part of a Corrective Action Plan.
- **5.3.** During the six month probationary period of new employees, CCS will offer ongoing support and supervision aimed to assist the probationary employee's development and success in their role within the organization.
- **5.4.** Toward the end of a probationary period the Principal will solicit feedback from co-workers and constituents and will meet with the employee for a performance review based on the job description and the employee's fit with CCS. The Principal will make a recommendation to Central Council through the Staff Support Committee regarding the employee's status as a permanent employee.

6. Resignations & Terminations

- **6.1.** Employees are required to give notice of resignation: one (1) week notice for employees who have worked at least 30 days and less than one year, and two (2) week notice for employees who have worked at least one year. Given the complexity of the work CCS would prefer at least one (1) month for administrative staff and three (3) months for program staff and Principal.
- **6.2.** Termination may be deemed necessary in a variety of circumstances but will be justified through a fair and comprehensive investigation. All termination decisions must be approved by the Central Council.
- **6.3.** Any conduct that is considered 'zero tolerance' will result in immediate termination for cause without entitlement to "notice of termination" or payment in lieu of notice, and include (but are not limited to):
 - Falsification of records, signatures, expenses, or employment applications.
 - Abuse of individuals including verbal, physical or deliberate belittlement, slander or bullying of an individual.
 - Unethical or criminal actions including theft.
- **6.4.** The Principal is responsible for all payroll calculations when an employee resigns or is terminated and will instruct the payroll provider for CCS to prepare a Record of Employment (ROE).

6.5. The final pay will include final wages, payment for accrued vacation, any paid entitlements and termination compensation, minus required deductions. The pay will be processed on the regularly scheduled payroll date for the payroll cycle in which the employee is terminated.

7. Hours of Work:

- **7.1.** The hours for full time staff are seven and one half hours per day (7.5), 37.5 hours per week, exclusive of mealtimes (30 minutes).
- 7.2. Banked and Paid Overtime
 - **7.2.1.** CCS will compensate employees for all pre-approved overtime hours worked. These hours must be approved by the Principal prior to being worked. (Overtime hours accumulated during learning circles are deemed to be pre-approved.)
 - **7.2.2.** Staff will normally bank time for overtime hours worked as per Manitoba Employment Standards Code. Pre-approved overtime hours will be compensated with banked time at one and one half (1 ½) times the number of hours worked or with pay calculated at one and one half (1 ½) times the employee's regular hourly rate.
 - **7.2.3.** CCS prefers that overtime hours be banked rather than taken as pay.
 - **7.2.4.** Banked time will be taken or paid out within three (3) months of the date the overtime was worked, or by arrangement with the principal.

Staff will keep a record of their hours of work. Each employee can discuss pre-authorization for overtime with the Principal and reach an agreement of when the banked time will be taken.

If it is not possible to take banked overtime within three months of the date overtime was worked, then the employee will take it at another time approved by the Principal.

8. Benefits

8.1. CCS will pay employer portion of pension and group insurance plans. Membership in either the Anglican or United Church plans is mandatory for all eligible employees.

The default pension and group insurance plan is that of The United Church of Canada unless the employee is previously enrolled in the pension and group insurance plan of The Anglican Church of Canada. The choice of plan is to be known prior to signing a letter of offer. Benefits such as sick leave and process may differ for employees covered by the Anglican Church/Diocese of Rupert's Land benefits plans, and will be detailed in the employment letter.

9. General Holidays

- **9.1.** The following days are recognized at CCS as general holidays: New Year's Day, Louis Riel Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Terry Fox Day, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day.
- **9.2.** Normally CCS will be closed for the week between Christmas and New Year's, and other than shared responsibility for necessary duties, working days which fall during this period are granted as holiday leave (separate from vacation leave or compensating time)
- **9.3.** An employee is eligible to receive pay for a general holiday unless
 - The employee is absent from work on a general holiday that is normally a workday and the employee is expected to work, unless absent due to illness or injury; or
 - The employee is absent from work on the last scheduled workday before the holiday or the first scheduled workday after the holiday, unless absent with the consent of CCS.
- **9.4.** The general holiday will be taken on the day it occurs.
- **9.5.** Where a general holiday falls on a day that is not a normal workday for the employee, the employee will receive a day off on a day that would normally be a workday. The employee may make a request for an alternate day off with pay within thirty (30) calendar days of the general holiday.
- **9.6.** Where a general holiday falls during an employee's vacation, one less day will be deducted from the employee's vacation entitlement and replaced with general holiday pay.
- **9.7.** A general holiday which occurs while an employee is receiving sick leave benefits will be paid as a general holiday, and not deducted from accumulated sick credits.
- **9.8.** An employee required to work on a general holiday will be paid according to legislation.
- **9.9.** Remembrance Day:
 - **9.9.1.** Where Remembrance Day falls on a day that is a normal workday for the employee, the employee will receive that day off with pay.
 - **9.9.2.** Where Remembrance Day falls on a day that is not a normal workday for the employee, the employee will not receive another day off with pay.

10. Leave Administration:

10.1. CCS will consider the requests of all employees requiring extensions to a leave (Sick, Continuing Education, Sabbatical, Family, Compassionate Care) beyond the eligibility provisions outlined in this policy.

- **10.2.** For these policies, "family" is defined in accordance with Manitoba Employment Standards. Children, stepchildren, parents, grandparents, partners, spouses, common law spouses, brothers, sisters, step-brothers, step-sisters, aunts, uncles, nieces and nephews are all considered family members. The definition also includes those who are not related, but whom the employee considers to be family.
- **10.3.** The employee will request a leave, in person if possible, for review and approval by the Principal, including the reason for the leave, and the needs of or demands on the employee during this time. Consideration for the terms of the request for leave will be given in consultation with the Staff Support Committee as necessary, taking into account the circumstances of the request, and the legislation guidelines appended to this policy.
- **10.4.** Upon returning from an approved leave (Sick, Continuing Education, Sabbatical, Maternity, Parental, Family, Compassionate Care) an employee will be entitled to return to his/her original position or a similar position in the same classification level provided the position still exists and the employee has the ability and qualifications to perform the requirements of the position.
- **10.5.** An employee returning to a position that has been discontinued will be considered for other vacancies. Should no suitable position exist, the employment agreement will be terminated.
- **10.6.** An employee on approved leave (Sick, Continuing Education, Sabbatical, Maternity, Parental, Family, Compassionate Care) that exceeds five (5) scheduled, consecutive days may continue to participate in medical, pension and other benefit plans by continuing to pay the employee's contributions or premiums (based on pre-leave earnings). CCS will continue to pay the employer's contributions or premiums (based on pre-leave earnings). If the employee chooses to terminate coverage during the leave, it will be reinstated upon the return to work.

11. Vacation Leave

- 11.1. Full time employees have a vacation entitlement of 22 working days per calendar year. Vacation entitlement for part-time employees will be calculated as 1.83 days/month or 8.462% of regular hours worked. (i.e if an employee works 0.5 FTE by working 4 hours/day they will have the equivalent of 22 (4 hour) days vacation. If an employee works 0.5 FTE by working 2 (8 hour) days, they will have the equivalent of 11 (8 hour) days.)
- 11.2. Vacation entitlement is renewed on January 1st for the calendar year. Vacation entitlement will be pro-rated for partial calendar years worked. (ie. Six months of work = 11 days vacation). Vacation entitlement does not need to be accrued before taking it.
- **11.3.** Vacation entitlement is to be used each calendar year. Employees may carry up to five (5) days into the following year. The Principal may approve requests for exceptions to the maximum allowable for carry over.

- **11.4.** Vacation dates will be determined in consultation with the staff team. Where conflicts arise over vacation scheduling, the Principal will undertake all reasonable methods of resolving the conflict. If no resolution can be found, the employee with the most years of service will be given preference in scheduling.
- **11.5.** If an employee becomes ill while on vacation, sick leave credits may be substituted for vacation. The employee must notify the Principal as soon as reasonably possible following hospitalization or confinement, and provide supporting medical documentation upon return to work.
- **11.6.** Where CCS has been unable to schedule part or all of an employee's vacation within the year, the employee may be paid in lieu of vacation or may choose to carryover his or her unused vacation.
- **11.7.** An employee who resigns, retires, or is terminated will be paid for earned vacation entitlement as part of the employee's final pay.

12. Sick Leave

- **12.1.** CCS provides a benefit to ensure employees have a source of income when they are unable to work due to illness or disability. Full time employees have 15 paid sick days each calendar year, pro-rated for part time employees. Sick leave is not accrued year to year.
 - **12.1.1.** CCS may request supportive medical documentation. Failure to provide a medical certificate when requested may disqualify an employee from sick leave benefits.
- **12.2.** In the event of illness, an employee must notify the Principal before the start of his or her regular hours of work if possible. An employee failing to notify the Principal of absence due to illness will be considered absent without leave unless a satisfactory explanation is provided.
- **12.3.** An employee will apply for the Restorative Care Plan (RCP) when the length of illness extends more than two (2) weeks. The employee will apply for Long Term Disability (LTD) when the illness extends past 6 months. The employee is responsible to ensure that all proper medical documentation has been received.
 - **12.3.1.** In cases where LTD is applied for and approved, the LTD carrier is the first insurer starting with the first day following six (6) months.
 - **12.3.2.** Upon receipt of an approved LTD claim, Payroll will process any waiver of premiums.
 - **12.3.3.** An employee returning from LTD of twenty-four (24) months or less will be reinstated in his or her original position or an alternative position in the same classification level, provided the employee has the ability and qualifications to perform the requirements of the position.
- **12.4.** An employee that is terminated, resigns, or retires is not compensated for accrued sick leave credits.

13. Continuing Education Leave and Funding

- **13.1.** Leave will be encouraged and granted for up to three weeks a year for education that is directly job related or contributes to research in the employee's field of knowledge. A variety of forms of continuing education will be considered, including structured courses, conferences, or self-directed programs.
- **13.2.** All employees are eligible for an equal portion of the money allocated in the annual CCS budget for Continuing Education. Normally, employees are expected to raise up to one third of the expenses for a continuing education opportunity. Education leave is to be approved by the Principal and requested in the current budget year for leave to be taken no later than the following budget year.
- **13.3.** If Continuing Education budget funds are not spent or allocated by November 15th of each budget year, the Principal may determine in consultation with staff whether they will be used for general staff development of the staff team or by other employees.
- **13.4.** The funds budgeted for Continuing Education (or other asset-based funds designated for this purpose) may be used to cover the cost of courses, events, professional books or periodicals, degree studies or self-directed learning.
- **13.5.** Payment will be made upon presentation of receipts, but an advance can be requested for event registration or travel as long as receipts are provided following the event.
- **13.6.** The employee is encouraged to provide as much advance notice as possible.

14. Sabbatical Leave

- **14.1.** Sabbatical Leave is intended as a time for renewal, healing, and restoration that benefits both employer and employee.
- **14.2.** An eligible employee may request paid sabbatical leave of up to three (3) months to allow time for personal development and enhancement of knowledge in a field of study relevant to CCS.
- **14.3.** An eligible employee is a full time Principal or program staff who has completed five (5) years of continuous employment with CCS since start of employment or since completion of a previous sabbatical leave.
- **14.4.** Application for sabbatical leave will be made in writing to the Staff Support Committee and the Program Committee at least twelve (12) months prior to the start of the proposed leave.
 - 14.4.1. The application will include;
 - a. the proposed start and duration of the leave,

- b. an outline of the Sabbatical leave that includes a schedule for rest and research or study, specific goals and plans for addressing the goals, and the anticipated outcome, and
- c. impact on duties, staff, and students at CCS.
- **14.4.2.** The Program Committee will review the proposal to ensure that programming direction is relevant to CCS, and provide a report to the Staff Support Committee as to the suitability of the proposal.
- **14.4.3.** The Staff Support Committee will review the Program Committee's recommendation, the timing of the leave in relation to other vacation or leave already granted, the impact on program delivery, students, other employees, and the financial impact of granting the leave for purposes of planning and budgeting.
- **14.4.4.** The Staff Support Committee will make a recommendation concerning the granting of the leave to the Central Council for final approval.
- **14.5.** Upon completion of the leave, the employee will provide a written report to the Principal for distribution to CCS employees, the Program Committee and the Staff Support Committee summarizing experiences, learning and any recommendations for CCS.
- **14.6.** An employee who has been granted a sabbatical leave is expected to return to CCS for a minimum of at least twelve (12) months following the completion of the leave.
- **14.7.** Where an employee terminates a sabbatical leave early, the employee shall return immediately to regular duties at CCS unless alternate arrangements have been approved by the Staff Support Committee and the Central Council.
- **14.8.** Prior approval is required from the Staff Support Committee and the Central Council where an employee wishes to take vacation or other leaves consecutively with a sabbatical leave.
- **14.9.** An employee on sabbatical leave will not accept alternate employment during the leave.

15. Maternity Leave

- **15.1.** An employee with a minimum of seven (7) months of continuous employment with CCS is eligible for up to seventeen (17) weeks unpaid maternity leave.
- **15.2.** The employee will provide four (4) weeks notice, and is encouraged to provide as much advance notice as possible. A medical certificate indicating the expected date of birth may also be required.

- **15.3.** An employee may use sick credits prior to beginning maternity leave if the state of their health is incompatible with the requirements of their job. However, Maternity leave benefits can begin up to 17 weeks before the expected date of the birth.
- **15.4.** Employees on maternity leave will receive top-up payments provided that CCS is presented with proof that the employee is in receipt of maternity benefits under a government insurance plan. The employee is required to report their Employment Insurance earnings to CCS for payment calculation.

The top-up payment will consist of the following:

- **15.4.1.** Income continuation of 95 percent of their gross weekly rate of pay for the one week qualifying period before receiving government insurance benefits
- **15.4.2.** A payment equal to the difference between government insurance plan benefits and their weekly salary for a total of 95 percent of the gross weekly rate for a period of 16 weeks

16. Parental Leave

16.1. Parental leave benefits are available to biological and adoptive parents, who have worked for CCS for a minimum of 7 months, who will be caring for a newborn or newly adopted child. Parental leave benefits for biological parents are payable from the date of the child's birth and for adoptive parents from the date of the child's placement in the home and must be taken in one continuous period. If the employee has taken the maternity leave and wishes to continue with parental leave, they must do so immediately following the maternity leave.

The employee will provide four (4) weeks notice, and is encouraged to provide as much advance notice as possible. They must also advise as to the amount of time they plan to be off (i.e. 37 weeks or 63 weeks for parental leave).

- **16.2.** The employee will be granted parental leave without pay for a single period according to the applicable government insurance plan limits. The period of parental leave can begin up to 18 months after the birth or adoption of a child.
- **16.3.** Providing an employee has not already receive a top-up benefit, employees on parental leave will receive top-up payments, for a portion of the leave period while the employee is on parental leave, provided that CCS is presented with proof that the employee is in receipt of parental benefits under a government insurance plan. If the employee is taking maternity and parental leave, the combined period of top up will not exceed 17 weeks. The employee is required to report their Employment Insurance earnings to CCS for payment calculation.

The top-up payment will consist of the following:

16.3.1. Income continuation of 95 percent of the employee's weekly rate of pay, if the employee is subject to a qualifying period of one week before receiving government insurance benefits

16.4. A payment equal to the difference between government insurance plan benefits and the employee's weekly salary, for a total of 95 percent of the weekly rate for a period of 9 weeks (10 weeks if no qualifying period is required) from the commencement of the parental leave. At the end of the leave, employees will be returned to the job they had before the leave with no decrease in pay, benefits or seniority. However, if the job is no longer available, they will be given a similar position with the same or greater benefits and pay. If there is no suitable position available for reasons unrelated to the leave, the employee will be provided with pay in lieu of notice as required under the Employment Standards Act of Manitoba.

17. Partner Leave

17.1. An employee is eligible for up to two (2) days of partner leave to attend to needs directly related to the birth of the employee's child.

18. Family Leave

18.1. A full-time employee who has been employed by CCS for at least thirty (30) calendar days is eligible for paid family leave to a maximum of ten (10) days per calendar year to provide for the needs of a family member during illness or significant life crisis or for accompanying to medical appointments. Family leave is pro-rated for part-time employees.

19. Compassionate Care Leave

- **19.1.** An employee who has been employed by CCS for at least ninety (90) calendar days is eligible for unpaid compassionate care leave of up to twenty eight (28) weeks to provide care or support to a seriously ill family member who has a significant risk of death within the next twenty-six (26) weeks. Employees may apply for Employment Insurance (EI) benefits to cover the income lost during the period of compassionate care leave.
- **19.2.** An employee who has received approval for EI to cover compassionate care leave will be granted up to five (5) regular scheduled days of sick leave credits to bridge the required waiting period for the EI benefit.
- **19.3.** The employee is encouraged to provide as much advance notice as possible.

20. Bereavement Leave

- **20.1.** An employee is eligible for up to seven (7) days paid leave in the event of death of a family member, with up to three (3) additional days paid leave where the funeral is held more than two hundred and fifty (250) kilometers from the employee's home.
- **20.2.** An employee may reserve one (1) day of bereavement leave to be taken at a later date to attend an internment or burial.

21. Interpersonal Violence Leave

- **21.1.** An employee who has worked for CCS for at least 90 days is entitled to interpersonal violence leave.
- **21.2.** There are two parts to interpersonal violence leave. Employees can take the leave in any order that meets their individual circumstances.
 - **21.2.1.** Employees may take up to ten (10) days in consecutive or intermittent days in a 52 week period, as needed.
 - **21.2.2.** Employees may take up to 17 weeks in a 52 week period in one continuous period.
- **21.3.** Employees are entitled to be paid for up to five (5) days of interpersonal violence leave in a 52 week period. It is the employees' responsibility to notify CCS of the days taken as leave.
- **21.4.** Employees must give CCS as much notice as is reasonably possible when taking and returning from interpersonal violence leave.
- **21.5.** Unless required by law or with employee consent, information about the leave will not be disclosed by CCS except to other persons in the workplace who need to know in order to carry out their duties.

22. Other Leaves

22.1. Other leaves beyond those listed, may be available. Please consult with the Employment Standards Act of Manitoba for a complete list of all eligible leaves.