

## **Centre for Christian Studies Personnel Policies & Procedures**

The Centre for Christian Studies seeks to be a community of learning characterized by respect, openness, and intellectual stimulation. We believe that clear policy and procedure documents help members of our staff and volunteers live out their faith and demonstrate this co-operation by working together with respect and openness.

### **I Definitions of Employment**

- a) The Employer is the Centre for Christian Studies Canada Inc. through its Central Council, hereafter known as CCS.
- b) Full-Time Employment: The normal work week is Monday to Friday, 8:30 to 4:30, for a total of 37.5 hours per week with some weekend work required.
- c) Part-Time Employment: Employment for less than 37.5 hours/week. Rate of pay, hours of work, & responsibilities to be agreed upon prior to employment but may be changed by CSS with reasonable notice.
- d) Term Employees: people hired for a specific term. The length of term, job description, rate of pay, hours, benefits, vacation, and responsibilities are to be agreed upon prior to the commencement the term. A probationary period may apply; length of probation to be determined prior to finalizing the agreement.
- e) Contract Staff: Independent contractors may be hired for specific pieces of work with specific terms established for each contract. Contract staff are not normally eligible for any benefits offered to CCS employees.

### **II Responsibilities of Employee:**

- a) Requirements  
All employees are required to provide a Level 2 (vulnerable sector) police records check as part of the hiring process and subsequently, at three year intervals, during the tenure of employment. As well, all new employees are required to sign a letter of hire and a statement saying they have seen and understood the personnel and harassment policies of CCS.
- b) Probationary Period:  
All newly hired employees are subject to a probationary period, the length of which will depend upon the position offered and the prior work experience of the employee. During the first thirty (30) days of the probationary period, either the employee or CCS may terminate the working relationship without notice or pay in lieu of notice. During the balance of any probationary period the employee may resign upon giving one (1) weeks' notice and the employer may terminate upon giving the amount of notice required by the Manitoba *Employment Standards Code*.

CSS has the right to extend any probationary period in the discretion of the Principal (or designate), and/or to impose a probationary period as part of a Corrective Action Plan (*see Behavioural Standards, below*).

c) Hours of Work:

The normal working hours for full-time staff are seven and one half hours per day, 37.5 hours per week exclusive of meal times. However, it is expected that staff may work more than a standard work day or week from time to time due to the nature of work being undertaken. Paid time off between Christmas and New Year's Day is considered to be on account of any incidental overtime worked (to a maximum of 16 straight time hours).

At times, excessive workload may make it necessary for any employee to work beyond their normal working hours. However, the need for overtime should be a temporary situation. Excessive overtime can be stressful, contribute to an unequal distribution of work, and lead to an unhealthy working style.

All overtime hours which exceed the "incidental" amount above must be approved, in writing, in advance by the Principal (or his or her designate). The approval must specify the number of hours being approved. Overtime that is not approved in advance will not be compensated.

Staff will normally be given compensating time for overtime hours worked as per the Manitoba *Employment Standards Code*. In unusual pre-approved situations, staff may be paid for overtime at rates outlined in the legislation. For intensive overtime, at the initiation of CCS (e.g., Learning Circles, back-to-back meetings or travel assignments that make it necessary for an employee to work long hours for an extended period of time, possibly including evenings or weekends), employees will get compensating time off.

Compensating time must be taken or paid out within three months of the week in which the overtime was earned.

All staff are expected to negotiate their workload to ensure fair distribution of representative work on Committees and Working Groups and in public relations for CCS each year at a Staff Meeting designated for this purpose. Program Staff will negotiate among themselves the teaching rotation and roster for each year.

- d) Fulfill tasks of job description
- e) Participate in a regular Performance Review
- f) Participate in supervision according to laid-out lines of accountability.
- g) Expectation for time of notice of discontinuing employment by the employee: administrative staff: 1 month; program staff and principal: 3 months

### III Responsibilities of Employer

#### a) Screening

CCS will ensure that all Screening is done according to its policy. CCS will provide copies of the personnel and harassment policies of CCS to new employees and have new employees sign a letter of hire and a statement saying they have seen and understood the personnel and harassment policies.

**b) Holidays**

The following statutory/public holidays are observed by the CCS:

Louis Riel Day, Good Friday, Easter Monday, Victoria Day, Canada Day, August Civic Day, Labour Day, Thanksgiving, November 11 (if during the normal work week), Christmas Day, Boxing Day, New Year's Day.

- i) The office will be closed between Christmas and New Year's Day. Paid time off between Christmas and New Year's Day is considered to be on account of any incidental overtime worked (to a maximum of 16 straight time hours). There will be no interruption in pay for any staff member during this time.
- ii) When a holiday falls on a regular day off, the working day immediately before or after shall be granted. If the holiday occurs within an employee's vacation period, a similar procedure shall be followed.
- iii) In addition to the above-listed holidays, and following eleven months of continuous service, staff members are entitled to one month's (22 working days) vacation with pay. For periods of less than eleven months employment, vacation is pro-rated. Normally, vacation time cannot be accumulated beyond the current year of employment. Vacation dates will be determined in consultation with the staff team, in relation to both work flow and personal needs. It is expected that vacation will be taken as time off rather than as vacation pay in lieu of time.

**c) Benefits**

For all employees, unless hired on a service contract, deductions are made at source for the following: Income Tax, Canada Pension Plan, Employment Insurance, Pension Plans and Group Insurance Plans. The CCS contributes the Employer's share to Employment insurance, CPP, Employee's Pension Plan and Church Group Insurance Plan. Membership in group insurance plans and pension plans are obligatory for all eligible employees.

**d) Job Description**

As developed by the Human Resources Committee and Staff jointly, and approved by the Central Council. They shall be revised periodically.

**e) Salary**

Paid on the 15th of each month.

**f) Safekeeping of staff files**

- i) Staff files concerning salaries, benefits, and years of service, holidays, continuing education, current job description, and screening verifications will be kept in a secure file in the Principal's office.
- ii) Performance review materials for each staff member will be held by the Principal.

**g) Accountability**

Staff are accountable for their work to Central Council through the Principal (or designate) and Human Resources Committee.

i) The Principal (or designate) will hold periodic structured conversations and an annual performance review with each staff member.

ii) The Principal (or designate) will bring any situation to the HR Committee that, in the discernment of the Principal (or designate), needs discussion or has reached an impasse.

iii) Staff members always have direct access to the HR Committee to discuss issues or concerns. The HR Committee may, on occasion, invite staff (individually or collectively) to a meeting for purposes such as getting to know staff and consulting staff about HR policies.

iv) Human Resources Committee is responsible for annual performance reviews for the Principal.

v) Staff will organize into two reflection groups (one for Program staff and one for Administration staff). These groups are intended to provide venues for support in work-related matters, sharing of feedback and developing a sense of team in relation to the work being done by staff. The process and frequency of meeting for each reflection group be self-determined.

#### **h) Performance Review**

- i) Annual performance reviews will be held by the Principal (or designate) for all staff members. The review will include self-evaluation by the staff member being reviewed and may from time to time include input from students, committee members, peers and members of the constituency of CCS. Plans for the coming year may also be discussed.
- ii) Any recommendations for performance enhancement or changes to the job description will be discussed at that time.
- iii) If an unsatisfactory performance review occurs, the Principal (or designate) will discuss with the staff member any remedial action and an appropriate time frame for change and evaluation, which may include a probationary period. This remedial plan and any probationary period will be communicated in writing to the staff member with a copy to the HR Committee. An appropriate monitoring system will be established with a re-appraisal occurring during and at the end of the probationary period.

#### **i) Behavioral Standards**

Employees of CCS are expected to be aware of and adhere to the stances and the related policies, standards, procedures and guidelines of CCS. Each employee is expected to perform her/his job as described in the job description to a level satisfactory to promote the well-being of the organization. If an employee has breached or undertaken actions contrary to the interests of the organization or has not performed their duties in a manner satisfactory to the needs of the organization, actions may be taken by the Principal (or designate) (or the HR Committee in the absence of the Principal or his/her designate) as set out in the following Protocol:

#### **Protocol-**

1. When a matter of concern comes to the attention of the Principal (or designate), s/he will meet with the staff member about whom the concern has arisen, and outline the concern(s) raised. If the matter is easily resolved or unfounded, no further action will be taken. If the situation is unclear, the Principal (or designate) will investigate further and meet again with the individual (or if appropriate with the individual or group who have raised the concern and the staff member.) If it is determined that the staff member has acted in a manner contrary to the interests of the organization or has not performed their duties in a manner satisfactory to the needs of the organization, the Principal (or designate) may institute a corrective action plan which may include a probationary period, a period of suspension without pay or may recommend termination to the Human Resources Committee. The Principal (or designate) will follow up any meetings with a written review of issues and the terms of any corrective action plan agreed upon or required, and any discipline imposed. The written review will be sent to the staff member.
2. The terms of any suspension imposed will be communicated to the HR Committee and the Co-Chairs of Central Council immediately by the Principal.
3. If the Principal (or designate) has reason to believe that a staff member is not able or willing to comply with a corrective action plan or perform her/his work in a satisfactory manner, the Principal (or designate) will communicate her/his concerns and the steps taken to work with the individual toward changes to the HR Committee.

## **j) Termination**

### **Policy**

In cases of termination without cause, payment in lieu of notice will be as provided for in the Manitoba *Employment Standards Code* or any successor legislation.

Termination may be deemed necessary in a variety of circumstances, but must be justified through findings from a fair and comprehensive due-diligence process.

In keeping within CCS's culture and recognition that our most important assets are our people, there are specific conducts that are deemed to be so severe as to fall within a Zero Tolerance category and may include but are not limited to:

- Falsification of records, signatures, expenses, and employment applications.
- Intoxication from alcohol or illicit drugs while at the workplace.
- Abuse of individuals/colleagues including actions deemed as abandonment from the workplace, verbal, physical or deliberate denigration, slander or bullying of an individual.
- Unethical or criminal actions including theft from anyone.

These behaviours or acts of conduct will result in the immediate termination for cause without entitlement to "notice of termination" or payment in lieu of notice, provided that evidence fairly obtained from a due-process supports such actions.

## **Procedures**

1. The Human Resources Committee will make all reasonable efforts to ensure that the Principal (or designate) has taken all the appropriate supervisory steps leading to a decision to terminate an employee.
2. A recommendation for termination shall be sent to the Central Council outlining the grounds for termination, proposed settlement (if any), and proposed date of termination.
3. All termination decisions must be approved by the Central Council.
4. The Human Resources Committee will work with the Principal (or designate) to ensure appropriate support is in place for the termination meeting and follow-up that is needed.

## **IV LEAVE**

If a staff person needs *emergency* leave: she/he will contact a close working colleague. That staff person will be responsible for informing other members of the staff (including the Principal or designate) and, if appropriate, the chair of Human Resources Committee.

### **1. Sick/Stress Leave:**

- a) Continuing full-time and part-time employees are credited with paid sick leave as an advance for the calendar year. This is calculated based on 1½ days per month for continuing full-time and pro-rated for continuing part-time employees. Sick leave credits will not be accumulated beyond 60 days. No pay out of unused sick leave will be made upon leaving employment at CCS.
- b) Illness that extends beyond accumulated sick leave entitlement will be considered on a case by case basis by the Principal (or designate) in consultation with the HR Committee.
- c) New employees are credited with 1 ½ days of sick leave per month from the month of employment to the end of the calendar year. If the employee starts work on or before the 15th of the month, a full 1 ½ day's credit will be given. If the employee starts after the 15th, no credit will be given.
- d) Normally, for absence from work for 5 consecutive working days or longer a doctor's certificate to permit qualification for sick leave is required. Additional medical assessment may be requested by the Principal (or designate) if the absence is an extended one or if frequency of absenteeism is a concern.
- e) Sick leave credits do not continue to accrue during the time for which the employee is on paid or unpaid sick leave.
- f) In the event of termination of employment where annual sick leave for the current year has been used beyond the point of credit earned during the term of employment, employees will be asked to sign a form for the deduction for the unearned portion from their final salary cheque.

## **2. Bereavement Leave**

Bereavement leave with pay will be provided to continuing full-time and part-time employees, including probationary and contract employees, on the death of a member of the immediate family, or other significant person, or where the employee is responsible for the funeral arrangements of a person who is not a member of the immediate family.

- a) The immediate family is usually considered to be, but is not limited to, the spouse/life partner, child, step-child, birth or adoptive parent, father-in-law, mother-in-law, sister, brother, grandparents, and step-parents. Significant person implies a close friend or relative, or other, as determined by the employee, in consultation with the Principal (or designate).
- b) Up to four working days with pay is normally allowable for each circumstance, upon the employee's advice to CCS.
- c) All granted leaves will be recorded by the Principal (or designate).
- d) This policy may be extended or may be combined with Compassionate Leave if the situation is deemed, in consultation with the staff person and the Human Resources Committee, to warrant such consideration.

## **3. Compassionate Leave:**

Compassionate Leave provides time off with full pay for an unexpected short term crisis. Compassionate Leave with pay will be provided to all staff for personal emergencies, at the discretion of the staff member and Principal (or designate). Factors for determining compassionate leave may include the following:

- \* the need for the staff person and no one else to respond;
  - \* an emergency situation;
  - \* prevention from functioning even if present at work
- a) Situations of which a person has prior knowledge, e.g. graduations, regular medical or dental appointments, will not be considered for compassionate leave with pay. It is expected that employees would use compensating time, vacation time or after work hours for such situations.
  - b) Unexpected short term crisis involving a significant other qualifies for this leave.
  - c) Maximum entitlement under this policy in any given calendar year is normally 5 days.
  - d) Such leaves are to be recorded by the Principal (or designate).

## **4. Maternity leave:**

Continuing full-time or continuing part-time employees who have worked 7 months or more are entitled to a leave of 17 consecutive weeks. Benefits accumulated to that date will be retained.

- a) In order to maintain coverage in the group insurance plan, the employee will pay her share of the premium. The CCS will continue to pay the employer's share.
- b) The employer (CCS) shall continue pension plan coverage for employees on maternity leave unless the employee has elected to discontinue contributions. Both the employer and employee contributions shall be based on pre-leave earnings.
- c) If the employee does not maintain group insurance coverage and/or does not pay pension contributions during her leave, the coverage/contributions will be reinstated on her return

to work, and the usual payroll deductions will be made.

- d) For the first two weeks of leave, CCS will pay a supplement in an amount equal to 95% of the employee's regular salary at the time that the leave commenced. For the remaining 15 weeks, CCS will "top-up" the employee's Employment Insurance Benefits so that the combined amounts will equal 95% of her regular salary at the time the leave commenced. The employee is required to report her Employment Insurance earnings to CCS for "top-up" payment calculation.
- e) Vacation and sick credits will continue to accrue during the pregnancy leave of absence.
- f) An employee who delivers a still-born baby, has a miscarriage, or who suffers any illness or loss related to pregnancy will be eligible for paid compassionate leave up to a maximum of one (1) month depending on the situation and as determined in consultation with the staff member and Principal (or designate). *See also Compassionate Leave.*
- g) Paid time off will also be granted for pre-natal checkups for mothers and for employed parents bringing a new infant for regular post-natal checkups in the first year of life.

#### **4. Parental Leave:**

- a) An employee who becomes a parent of a child is entitled to parental leave to a maximum of 37 continuous weeks if
  - (i) the employee has been employed by the employer for at least seven consecutive months;
  - (ii) the employee gives written notice to the employer at least four weeks before the day specified in the notice as the day on which the employee intends to begin the leave;
- b) A parental leave must commence not later than the first anniversary of the date on which the child is born or adopted or comes into the care and custody of the employee.
- c) An employee who takes maternity leave and parental leave shall take them in one continuous period and shall only be entitled to one seventeen (17) week period of income top up.
- d) Vacation and sick credits do not accrue during parental leave.
- e) In order to maintain coverage in the group insurance plan, the employee will pay her/his share of the premium. CCS will continue to pay the employer's share.
- f) The employer (CCS) shall continue pension plan coverage for employees on parental leave unless the employee has elected to discontinue contributions. Both the employer and employee contributions shall be based on pre-leave earnings.
- f) If the employee does not maintain group insurance coverage and/or does not pay pension contributions during her/his leave, the coverage/contributions will be reinstated on her/his return to work, and the usual payroll deductions will be made.
- g) For the first two weeks of leave of a parent who has not received a top up during a period of maternity leave as above, CCS will pay a supplement in an amount equal to 95% of the employee's regular salary at the time that the leave commenced. For the next 8 weeks,

CCS will "top-up" the employee's Employment Insurance Benefits so that the combined amounts will equal 95% of her/his regular salary at the time the leave commenced. The employee is required to report her/his Employment Insurance earnings to CCS for "top-up" payment calculation.

**5. Adoption Leave:**

- a) An employee who becomes a parent of a child through adoption is entitled to parental leave to a maximum of 37 continuous weeks if the employee has been employed by the employer for at least seven consecutive months;
- b) Starting times for all leaves are to be negotiated in consultation with the Principal (or designate) and to be taken at the time of arrival of the child(ren) into the home.
- c) This policy applies to the adoption of children from infancy to pre-school age, who are newly adopted by both parents and, as such, does not apply to blended families where the child(ren) is/are natural offspring of one of the parents.
- d) Employees are required to give two (2) weeks notice of the date the leave will begin. This notice would be waived in the event of pregnancy complications, premature birth or the sudden coming into care of the adoptive child.
- e) Employees are required to give four (4) weeks notice of the date the leave is to end.
- f) Employees may change the date they intend to begin or return from leave if they give the CCS the required notice
- g) Vacation and sick credits do not accrue during adoption leave.
- h) In order to maintain coverage in the group insurance plan, the employee will pay her/his share of the premium. CCS will continue to pay the employer's share.
- i) The employer (CCS) shall continue pension plan coverage for employees on adoption leave unless the employee has elected to discontinue contributions. Both the employer and employee contributions shall be based on pre-leave earnings.
- j) If the employee does not maintain group insurance coverage and/or does not pay pension contributions during her/his leave, the coverage/contributions will be reinstated on her/his return to work, and the usual payroll deductions will be made.
- k) For the first two weeks of leave, CCS will pay a supplement in an amount equal to 95% of the employee's regular salary at the time that the leave commenced. For the next 8 weeks, CCS will "top-up" the employee's Employment Insurance Benefits so that the

combined amounts will equal 95% of the adoptive parent's regular salary at the time the leave commenced. The employee is required to report her Employment Insurance earnings to CCS for "top-up" payment calculation.

## **6. Where both Parents are Employees of CCS**

In cases where both parents are employees of CCS, each are entitled to a parental leave to a maximum of 37 weeks however only one "top up" for a total of ten (10) weeks shall be paid by CCS. This top up may be taken by either parent or split between them.

## **8. Employees not returning to work after leave:**

Employees who do not plan to return to work after leave are required to give notice of at least one payment period prior to their expected date of return. However they are encouraged to give notice as soon as their plans are confirmed. This will allow more effective planning for upcoming vacancies. Employees who resign for reason of pregnancy and notify their organizations of this in advance are not penalized for this by the Employment Insurance Commission.

## **9. Unpaid Leave of Absence:**

Unpaid leave of absence provides time off without pay.

### **a) Family Care Leave**

An employee who has been employed by CCS for at least 30 days is entitled to compassionate care leave of up to eight weeks to provide care or support to a seriously ill family member. For an employee to be eligible for leave, a physician must issue a certificate stating that:

- (a) a family member of the employee has a serious medical condition with a significant risk of death within 26 weeks from
  - (i) the day the certificate is issued, or
  - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
- (b) the family member requires the care or support of one or more family members.

Employees may be eligible for payment through Employment Insurance.

### **b) Other**

Leave of absence without pay may be granted to continuing full-time and part-time employees at the discretion of the Principal (or designate) and the Human Resources Committee of CCS, in consultation with the staff team,

- i) Leave of absence without pay in excess of 30 calendar days, without payment of benefits contribution, will be construed as a break in continuous service for purposes of benefit entitlement. Benefits accumulated to that date will be retained.
- ii) In order to maintain Group Insurance coverage, the employee will pay the full

- premium (employee and employer portions) directly to the Department of Pensions.
- iii) The employee's membership in the Pension Plan will be maintained. Should the employee wish to continue pension contributions s/he must pay the employee and employer portion, and the employee will not be eligible to receive any credit on the Plan for the period of leave.
  - b) Upon the employee's return to work, all benefits will be reinstated and the usual payroll deductions made.

## **V. Professional Development**

See policies on Professional Development and on Sabbaticals

## **VI Harassment:**

All employees of CCS are subject to the *Harassment Policy* and are required to sign a document acknowledging their agreement to it as part of their contract.

## **VII Conflict Resolution:**

Any employee in a situation of interpersonal conflict will seek resolution with the person(s) involved. If this is not successful, then parties may seek consultation with:

- a) Other Staff ,
- b) Then with the Principal (or designate), and finally if unsuccessful,
- c) An appeal to Human Resources Committee may be made.
- d)** If the conflict is with the Principal (or designate), the employee may omit b) and go directly to the Human Resources Committee.

## **VIII Grievance Procedures:**

Any employee who has a grievance with respect to any aspect of employment at the CCS and who has attempted unsuccessfully to resolve this grievance through:

- a) exploring the issue with the person involved;
  - b) seeking further resolution by working with another staff person;
  - c) through presenting and exploring the issue with the Principal (or designate);
- may make an appeal to the Human Resources Committee.

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 on such matter shall apply, with the necessary changes in points of detail for the Centre for Christian Studies.