



**TORONTO
MUSICIANS'
ASSOCIATION
LOCAL 149 CFM & AFM**

Toronto Musicians' Association Policy Manual

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1 Code of Conduct

1.1 General

This code of conduct, unless otherwise stated, is applicable to Board of Directors of the Toronto Musicians Association (“Board”), non-unionized staff, unionized staff, contractors, and volunteers.

The Toronto Musicians’ Association (“TMA”) has a mission to unite into one organization all persons who become members, to secure for the members improved wages, hours, working conditions and other economic advantages through collective negotiations and bargaining. In pursuing its goals, the TMA serves the interests of professional musicians in the greater Toronto Area.

The following Code of Conduct (“the Code”) is designed to allow the TMA to preserve its long tradition of integrity and credibility with the public and within the TMA. This Code applies to all Board, contractors and staff members representing the TMA and may be amended from time to time by the Board.

The Code is organized into four categories set out in subsections 1.2, 1.3, 1.4 and 1.5 below

1.2 Service

All those covered by this agreement shall strive to :

1.2.1. always act with fairness, honesty, integrity and openness; respect the opinions of others and treat all with equality and dignity without regard to gender, race, colour, creed, ancestry, place of origin, political beliefs, religion, marital status, disability, age, or sexual orientation.

1.2.2. promote the mission and objectives of the TMA in all dealings with fellow members, staff, engagers, government, the public, and other stakeholders on behalf of the TMA and within the TMA.

1.2.3. provide a positive and valued experience for those receiving service within and outside the TMA.

1.3 Accountability

All those covered by this agreement shall strive to :

1.3.1. act with honesty and integrity and in accordance with the by-laws of the TMA and AFM and federal, provincial and municipal laws and legislation that have application to the responsibilities you perform for or on behalf of the TMA.

1.3.2. comply with both the letter and the spirit of any training or orientation provided to you by the TMA in connection with those responsibilities.

1.3.3. adhere to the policies and procedures of the TMA and support the decisions and directions of the International Executive Board of the American Federation of Musicians of the United States and Canada and the Board and its delegated authority.

1.3.4. take responsibility for your actions and decisions. Follow reporting lines to facilitate the effective resolution of problems. Ensure that you do not exceed the authority of your position.

1.4 Conflict of interest

1.4.1 Definition

“Non-Arm’s Length Relationship” means a personal relationship between or among individuals connected by blood relationship, marriage, common-law partnership or adoption or a business relationship between or among any business entity where there is a business affiliation or business interest shared between or among the parties to the transaction.

1.4.2

Conflict of interest arises when a person participates in a TMA business decision about a matter (including any contract or arrangement of employment, leasing, sale

or provision of goods and services) which may benefit or be seen to benefit that person or may benefit or be seen to benefit another person or entity with whom they have or may have a Non-arm's Length Relationship and, because of his or her direct or indirect monetary, professional, personal or financial interests may be affected by or involved in that matter.

1.4.3

It is the duty of any person taking part in the operations of the TMA to adhere to the Conflict of Interest Policy at all times. In the event that such a matter arises, the person who is or may be in a conflict of interest shall formally disclose the interest, remove themselves from involvement in the matter, refrain from attempting to persuade or influence other persons participating in the decision, and shall neither take part in the discussion of the matter nor cast any vote on the matter.

1.5 Confidentiality

Respect and maintain the confidentiality of information gained as a board member or employee, including, but not limited to, all computer software and files, business documents and printouts, and all member, employee, and engager records and any or all communication.

2 Workplace Harassment, Sexual Harassment And Workplace Violence Policy

2.1 Covered Persons

The Workplace Harassment, Sexual Harassment And Workplace Violence Policy is applicable to Board, on-unionized staff, unionized staff, contractors, and volunteers. For greater certainty, these policies and procedures cover conduct between the Board and staff of the TMA as well as:

- (a) A person who performs work or supplies services for monetary compensation.
- (b) A secondary school student who performs work or supplies services for no monetary compensation under a work experience program authorized by the school board that operates the school in which the student is enrolled.
- (c) A person who performs work or supplies services for no monetary compensation under a program approved by a college of applied arts and technology, university or other post-secondary institution.
- (d) A person who receives training from an employer, but who, under the Employment Standards Act, 2000, is not an employee for the purposes of that Act because the conditions set out in subsection 1 (2) of that Act have been met.
- (e) Such other persons as may be prescribed who perform work or supply services to an employer for no monetary compensation.

2.2 Purpose 2.2.1 These Policies and Procedures have been implemented to foster the safety and security of the persons covered by it, and to minimize and/or prevent harassment, violence, and unacceptable behaviour in the workplace.

2.2.2 The TMA encourages the good faith reporting under this Policy of any incidents that may violate this Policy. Early reporting of an incident may correct unacceptable behaviour, and help in preventing its reoccurrence or becoming more serious. If you do not bring unacceptable behaviour to the attention of a responsible person under this policy, the TMA will not be in a position to assist you, nor to deal with the offender; and the safety of our workplace may be jeopardized.

2.2.3 This Policy is not intended to interfere with your own good judgment, if you are at immediate risk, seek out a safe location such as a boardroom or office with a locking door and a telephone. Call 911 immediately and contact the TMA supervision as soon as you can.

2.3 Scope

2.3.1 This Policy is designed to protect everyone in the TMA workplace.

2.3.2 This Policy is not intended to limit or constrain the reasonable exercise of and supervisory functions. Workplace harassment does not include good faith work assignments or performance evaluations.

2.4 Definitions 2.4.1 “Prohibited Conduct” includes “Sexual Harassment”, “Workplace Harassment”, “Workplace Violence” and “Domestic Violence”.

2.4.2 “Complaint” is a written statement of an alleged breach of this Policy signed by the Complainant. It may be contained in the Complaint Form, attached to this Policy, or in some other format. It is the document providing particulars of any alleged breach that will be processed under the Policy.

2.4.3 The Responsible Persons under this Policy are:

- (a) The Executive Director of The TMA; (“Executive Director”)
- (b) The President of the TMA; (President”)
- (c) A UNIFOR Unit Steward (where a UNIFOR employee is involved);
- (d) UNIFOR Local 2003E-50 (where a UNIFOR employee is involved);
- (e) The Vice-President of the TMA; (“Vice President) or
- (f) The Administrative Manager of the TMA. (Administrative Manager)

2.4.4 “Sexual Harassment” is any unsolicited conduct, comment or physical contact of a sexual nature that is unwelcome by the recipient, or ought to reasonably be known to be unwelcome. Sexual Harassment is an example of Workplace Harassment and is included when Workplace Harassment is used in this Policy.

2.4.5 “Workplace” means any place where business or work-related activities are conducted. It includes the TMA offices, but also work-related social functions, work-related travel, client events, work assignments outside the office, conferences and training locations.

2.4.6 “Workplace Harassment” means engaging in a course of vexatious comment or conduct against a worker in a Workplace that is known or reasonably ought to be known to be unwelcome. It may be one or a series of incidents. It may be directed at

specific individuals or at groups. It may be of a sexual nature. It includes conduct that:

- (a) has the purpose or effect of creating an intimidating, hostile or offensive work environment;
- (b) has the purpose or effect of interfering with an individual's work performance, thus adversely affecting an individual's employment relationship;
- (c) requires submission to the conduct as either an explicit or implicit term or condition of employment, or is used as a basis for making employment decisions; and
- (d) denies an individual dignity and respect.

2.4.7 "Workplace Violence" means:

- (a) The exercise of physical force by one individual against another in the workplace that causes or could cause physical injury;
- (b) An attempt to exercise such physical force; and
- (c) A statement or behaviour that reasonably can be interpreted as a threat to exercise physical force.

2.5 Examples of Prohibited Conduct include:

- (a) Bullying;
- (b) Offensive or intimidating phone calls, messages, or emails;
- (c) Inappropriate sexual touching, advances, suggestions or requests;
- (d) Displaying or circulating offensive pictures, photographs or other materials in printed or electronic form;
- (e) Intimidating words or conduct;
- (f) Discriminatory conduct which may or may not be connected to a ground also protected under the Human Rights Code, such as race, ancestry, religion, age, disability, or sex; and
- (g) Inappropriate and unwelcome "kidding" or teasing.
- (h) Physically or psychologically aggressive behaviour
- (i) Verbal threats of attack or violence;
- (j) Sending or leaving threatening or obscene notes, emails or voicemails;
- (k) Wielding a weapon;
- (l) Hitting, kicking, punching, pushing, shoving, slapping, pinching, grabbing, biting, or unwanted touching;

- (m) Throwing objects at an individual intending to cause physical injury or fear;
- (n) Blocking normal movement or physical interference with a worker;
- (o) Destruction of the TMA or co-worker property; and
- (p) Making obscene or harassing telephone calls.

2.6 Domestic Violence 2.6.1 Normally, private lives are not the TMA's business. However, in some high stress personal situations, such as marriage breakdown, mental illness, or an unexpected loss of employment, the safety of our Workplace could be compromised by current or former domestic partners, former employees, personal friends or acquaintances.

2.6.2 If you believe your domestic situation could jeopardize your physical safety in the Workplace, or the safety of your co-workers, report your concerns to a Responsible Person under this Policy. The TMA will treat your concern with as much confidentiality as possible in the circumstances and will implement protective measures.

2.7 Reporting Obligation

2.7.1 If a person believes that they are in immediate danger or feel threatened by imminent physical violence, they should think first about safety. They should get to a safe place, raise an alarm, call for help as necessary, and report later.

2.7.2 If, in good faith, a person believes that a co-worker, client, service provider, guest or other visitor in the workplace has engaged in Prohibited Conduct that person is required to bring it to the attention of a Responsible Person as soon as possible.

2.7.3 A person is required to report to a Responsible Person any incidents they witness and that they reasonably and in good faith believe are, or were, incidents of Workplace Violence or Workplace Harassment.

2.7.4 Persons are required to report, to a Responsible Person, facts that cause them concern that a domestic situation may expose them, a co-worker, or the workplace generally to Workplace Violence.

2.7.5 Notwithstanding 2.7.1 through 2.7.4, and although it is preferred that reporting is completed under this policy through a Responsible Person, a person

may always report using an alternative mechanism of their choosing including but not limited to the Police, the American Federation of Musicians, the Ontario Human Rights Tribunal, and/or the Ministry of Labour.

2.8 Responsible Persons 2.8.1 For the purposes of this section “Responsible Persons” are the following:

- (a) The Executive Director of the TMA;
- (b) The President of the TMA;
- (c) A UNIFOR Unit Steward (where a UNIFOR employee is involved);
- (d) UNIFOR Local 2003E-50 (where a UNIFOR employee is involved);
- (e) The Vice-President of the TMA; or
- (f) The Administrative Manager of the TMA.

2.8.2 When a Responsible Person becomes aware of any threatening or violent situation in the Workplace, that person will take appropriate action, such as calling police or security, isolating a potentially violent person, moving staff to safe locations, or any other step deemed necessary for the safety of the Workplace.

2.8.3 The TMA seeks to ensure effective reporting of incidents of inappropriate conduct that may violate this Policy. Accordingly, a person may begin a complaint by reporting their concerns to anyone named in section 2.8.1 and who they feel comfortable with. The person first taking the report shall report the concerns that are reported to a Responsible Person.

2.8.4 A person may make a verbal or written report of their good faith belief that this Policy has been violated to:

- (a) The Executive Director of the TMA;
- (b) The President of the TMA;
- (c) A UNIFOR Unit Steward (if a UNIFOR employee is involved);
- (d) UNIFOR Local 2003E-50 (if a UNIFOR employee is involved);
- (e) The Vice-President of the TMA; or
- (f) The Administrative Manager of the TMA.

2.8.5 No anonymous complaints can be processed.

2.8.6 The Procedure for processing a complaint is attached to this Policy. Also attached is a Complaint Form.

2.9 Potential Consequences And Remedies 2.9.1 Any consequence for breaches of this Policy shall be commensurate with the severity of the breach. Also relevant is whether this is a first violation by the person committing the breach.

2.9.2 Consequences for violations can include:

- (a) Specific training, education or counseling, such as sensitivity training, harassment training, or anger management;
- (b) A supervised meeting/mediation between the complainant and the person complained against, with the complainant's agreement;
- (c) An oral or written apology;
- (d) A temporary or permanent ban from the TMA's social activities;
- (e) Notification to a third party of an incident occurring on their property involving TMA personnel, or involving that party's employee(s) at a TMA workplace, what the TMA is doing in response, and what the TMA wants the third party to do;
- (f) Transfer to other duties;
- (g) Written warning or suspension from employment;
- (h) Re-assessment and improvement of security measures in the Workplace;
- (i) Contacting the police;
- (j) Laying of criminal charges;
- (k) Termination of employment.

2.9.3 The Responsible Person who received the complaint will report to the Joint Health and Safety Committee ("JHSC") about any complaints of violence or potential violence received under this Policy as required by the Occupational Health and Safety Act. Such reports will not include the names of the complainant or the person complained against, unless such disclosure is necessary to report meaningfully to the JHSC, in which case the identifying information will be disclosed on a confidential basis.

2.10 Confidentiality 2.10.1 The TMA understands that it is difficult to come forward with a complaint, particularly where the complaint may involve something as personal as sexual harassment or domestic violence, or involve a co-worker. However, it is imperative that safety, both physical and psychological be maintained in the workplace.

2.10.2 To the extent practicable, confidentiality will be maintained throughout the processing of any verbal or written complaint received under this policy, keeping in mind the safety of the workplace.

2.10.3 Where there is a legitimate concern about Workplace Violence by a third party, such as a client, former employee, or estranged domestic partner, the name and identifying features of the third party will be communicated to staff, clients and visitors on a "need to know" basis in order to protect the employees and the workplace. Individual privacy concerns will be infringed if necessary to protect workplace safety.

2.10.4 The TMA will keep confidential its records of complaints, meetings, interviews, results and reports, except where disclosure is required for disciplinary or other remedies, or is required by law.

2.10.5 Anyone accessing the complaints procedure under this policy may want to keep personal notes. Such notes should be treated confidentially.

2.11 Protection from Reprisal 2.11.1 The TMA is committed to ensuring that anyone who brings a complaint forward in good faith under this Policy will not suffer any form of reprisal. Any reprisal action will be viewed as conduct violating this Policy and should be reported immediately. Consequences will be imposed on any party guilty of reprisal against anyone who is acting, or has acted in compliance with this Policy.

2.11.2 This protection from reprisal covers, but is not limited to:

- (a) Complainants;
- (b) Witnesses;
- (c) Persons first hearing the complaint and conveying it to a Responsible Person;
- (d) Representatives of complainants and witnesses;
- (e) Investigators appointed under this Policy; and
- (f) Decision-makers under this policy.

2.12 Commitment to Training

2.12.1 The TMA ensure that all staff and Board are trained with respect to their obligations under this Policy and will provide everyone with a copy. A copy is also

available at any time in the HR policy directory and may be posted on bulletin boards.

2.12.2 This policy will be reviewed after any serious incident or annually, whichever is earlier. Any amendments to this Policy will be circulated to all staff.

2.12.3 The TMA welcomes suggestions into the prevention of Workplace Harassment and Workplace Violence.

2.13 Procedure And Complaint Form

2.13.1 Attached and forming part of this Policy is a Complaint Procedure and a Complaint Form.

2.14 Attachments

2.14.1 Attached to, and forming part of this Policy are:

- (a) The Contact Information for persons with responsibilities under the Policy;
- (b) Complaint Procedure; and
- (c) Complaint Form.

2.15. Attachment 1 – Complaint Procedure

Workplace Harassment, Sexual Harassment And Workplace Violence Policy

- (a) A complainant may discuss a concern that there has been a breach of the Policy with anyone named at Section 2.8.1 of the Policy. That person will notify a Responsible Person of the complaint;
- (b) If you first complained verbally, a Responsible Person will meet with you to discuss the need for a written complaint if you wish your complaint to proceed;
- (c) A complaint shall be in writing, setting out the name of the individual involved (where available), when and where the incident occurred, the names of any persons who may have witnessed the incident, and a general statement of what happened. The complaint shall be signed. A Complaint Form is attached but any statement signed by the Complainant and providing particulars can be a complaint under the Policy;
- (d) As soon as possible after receipt of a signed Complaint, a Responsible Committee will be formed, composed of all Responsible Persons outlined in 2.8.1

- (e) , excluding UNIFOR reps for non-UNIFOR employees, and excluding any complainants and persons complained against, . The Responsible Committee will meet to determine the next step that will be taken;
- (f) At any discussions with the Responsible Committee as a whole, the names of the Complainant and the person complained against will be kept confidential;
- (g) Once a Complaint is received, the Responsible Committee will process the Complaint, in the normal course, according to the following guidelines:
 - i. The Responsible Committee will determine if a formal investigation will be started based on the written Complaint;
 - ii. If no investigation will be started, a committee person will meet with the complainant to discuss that conclusion, and the reasons. The Responsible Committee will ask if there are additional facts the Responsible Committee should consider and, if not, whether the TMA can be of any assistance in handling the concerns raised in the complaint in some way short of a formal complaint under this Policy;
 - iii. When the Responsible Committee determines that an investigation into the complaint is warranted, the Responsible Committee will assume processing of the complaint;
 - iv. The Responsible Committee (and the UNIFOR National Representative for UNIFOR employees) will appoint an Investigator or an independent third party;
 - v. A Responsible Committee will advise the complainant if an Investigator is appointed, will identify the Investigator, and will confirm with the complainant that the witnesses named in the complaint and the investigator will contact others. At any time, the complainant may ask this Responsible Committee for a status report on his or her complaint;
 - vi. The Responsible Committee will inform the Human Resources Committee of the Board of Directors that an investigation is underway, and will identify the Investigator(s). The Responsible Committee will provide a general statement regarding the nature of the investigation, but will not name the complainant or the person complained against, unless such disclosure is deemed necessary for safety reasons;
 - vii. The investigator will meet separately with the complainant, the person complained against, and relevant witnesses, and will gather relevant documents and other evidence;
 - viii. The investigator will provide a written report and recommendations to the Responsible Committee as soon as possible ("the Investigator's Report");

- ix. The Responsible Committee will consider the Investigator's Report and will determine their own recommendations on how the TMA should respond to the complaint ("the Recommendations");
- x. The Responsible Committee will report to the Human Resources Committee and will provide a copy of the Investigator's Report, and its Recommendations;
- xi. Where the Responsible Committee has concluded that in its opinion, there has been a breach and it is recommending consequences, it will disclose to the Human Resources Committee the name of the person complained against. It will not disclose the name of the complainant unless the complainant has agreed to that disclosure or it is impossible to deal meaningfully with the complaint without that disclosure. The investigator's report may be redacted to remove the complainant's name if necessary;
- xii. Where the Responsible Committee has determined after reviewing the Investigator's Report that it appears no breach of the policy occurred and no further action should be taken, the Responsible Committee will so report to the Human Resources Committee, with a copy of the Investigator's Report that does not include the names of the complainant or the person complained against;
- xiii. The Human Resources Committee will consider the investigator's report and the Recommendations and will then make the final decision about how the TMA will respond to the complaint, and will take the steps necessary to implement that response;
- xiv. A person specifically designated to do so by the Human Resources Committee, will make a final report to the complainant, the person complained against, and the Responsible Committee.
- xv. During the investigation, if the employee is not working as result of the harassment or discrimination, all wages and benefits will be maintained;
- xvi. It is the right of an employee covered by the UNIFOR agreement to have a union representative present at all meetings at which the complainant is present;
- xvii. The investigator shall complete a written report within five (5) working days of completing the investigation.
- xviii. The complainant (and UNIFOR if any party is covered by the UNIFOR agreement) shall be apprised of the recommendation(s) and/or actions to be taken.

(h) Notwithstanding (a) through (f), and although it is our preference that reporting is completed under this policy through a Responsible Person or persons a report may also be made using an alternative mechanism of your choosing including but not limited to the Police, the American Federation of Musicians, the Ontario Human Rights Tribunal, and/or the Ministry of Labour.

2.16 Attachment 2 – Complaint Form Workplace Harassment, Sexual Harassment and Workplace Violence Policy

Name:

Contact Information:

The Nature of your Complaint:

() Workplace Harassment

() Sexual Harassment

() Workplace Violence

Date of the incident:

Who is the Complaint against?

Particulars of this complaint (a general statement advising what happened, where it happened, and who was involved. Attach additional sheets if necessary).

Who witnessed the incident(s)?

(Prior to contacting any witnesses, a Responsible Person will let you know that an investigation is underway.)

Question (**Optional**): What do you think should be done about this incident? (Attach additional sheets if necessary)

Do you have a copy of the Workplace Harassment, Sexual Harassment & Workplace Violence Policy? () Yes () No

Date:

Signed: _____

3 Compensation Policy

- 3.1 The Compensation Policy is applicable to the Board, non-unionized staff, and contractors.
- 3.2 Compensation for the Board shall be established in accordance with the by-laws of the TMA.
- 3.3 The human resources committee of the Board shall make all decisions regarding compensation of the Executive Director, newly hired and continuing. The Executive Director, if a member of the human resources committee, will recuse themselves from all discussions of their compensation or their employment.
- 3.4 Compensation decisions regarding independent contractors shall be made or approved (or both) by the Executive Director, or their designate, within the bounds of a Board approved budget.
- 3.5 Compensation decisions regarding newly hired employees and continuing employees, other than UNIFOR employees and the Executive Director, shall be made by the Executive Director in consultation with the human resources committee of the Board.
- 3.6 When hiring for a particular position, salary is determined based on skills, knowledge and experience in relation to the job requirements and the anticipated level of performance. Annual adjustments are assigned based on performance and competence relative to the position and assigned objectives, and as budget allows.
- 3.7 No salary changes shall occur without the approval of the human resources committee of the Board.

4 Copyright Policy

4.1 The copyright policy is applicable to Board, non-unionized staff, unionized staff, Contractors, and Volunteers.

4.2 The TMA is the owner of the copyright and of all copyright works produced by a Board or staff member who has been engaged by the TMA to prepare such works for the TMA, or part of whose normal responsibilities to the TMA is the preparation of such works.

5 Dress Code Policy

5.1 The dress code policy is applicable to the Board, non-unionized staff, unionized staff, contractors, and volunteers.

5.2 Maintaining a professional, business-like appearance is very important to the success of the TMA.

5.3 Regardless of the Board member or employee's interaction with members, engagers, the larger AFM, contractors, partners, government or the general public, each employee and Board member projects the reputation of the organization. Part of this impression depends on each employee and Board member's choice of dress.

5.4 The TMA has chosen to offer a casual dress environment for employees and Board members. Employees and Board members are expected to use good judgment and to show courtesy to their co-workers by dressing in a manner that is presentable and appropriate. At all times employees and Board members are asked to be cognizant that regardless of their interaction with members, engagers, the larger AFM, contractors, partners, government or the general public, the TMA is a place of business.

5.6 Should employees be asked to attend business meetings with members, engagers, the larger AFM, contractors, partners, government or the general public, either at the TMA offices or otherwise, they should dress in appropriate business or business casual attire for the meeting(s) being attended.

5.7 Any questions related to the content of the dress code, or its interpretation should be directed to the Executive Director.

6 Travel, Hospitality and Incidental Expenses Policy

6.1 The Travel, Hospitality and incidental Expenses Policy is applicable to the Board, non-unionized staff, unionized staff, Contractors (to be altered by specific contracts), and Volunteers.

6.2 Coverage

This policy is designed to assist employees, contractors and Board members in reporting expenses incurred while conducting TMA business.

6.3 The TMA expects employees and Board members to act responsibly and professionally when incurring and submitting reasonable costs. The organization will reimburse employees and Board members for reasonable expenses. This includes, for example, travel fares, accommodations, meals, tips, telephone and fax charges, and purchases made on behalf of the organization.

6.4 The TMA does not pay for local travel to and from the office for employees. The TMA does not pay for local travel to and from Board meetings and general meetings for staff or Board Members living in the City of Toronto, except for when there is an extreme weather advisory or if staff or a Board member is required to carry materials over 10 lbs., needed for the meeting in question.

6.5 Board members living outside of the City of Toronto will be reimbursed for use of their personal vehicle when travelling to meetings or the office.

6.6 If employees and Board members use their vehicles for business travel, mileage will be reimbursed as per the Ontario Rate of the National Joint Council Travel Directive and for appropriate parking fees. The TMA is not responsible for fuel, maintenance, traffic or parking violations.

6.7 As of January 1, 2018 the reimbursement rate for vehicular travel per kilometre is \$0.57.

6.8 General Guidelines

- (a) Original receipts (Detailed merchant receipts or payment terminal receipts) are standard for reimbursement of all expenses except for per diems.
- (b) Receipts shall be accompanied by the report attached which outlines:

- (i) The nature of the expense
 - (ii) The name and titles of the individuals involved
 - (iii) The purpose for the expense
- (c) Expense summaries shall be submitted with receipts and approved by the Executive Director or any Board signatory.
- (d) All expenses and summaries shall be submitted within 180 days to Administrative Manager for payment. Notwithstanding the aforementioned timeline all expenses incurred within a calendar year shall be submitted within that calendar year for reimbursement.

6.9 Travel Guidelines

Employee and Board members are encouraged to fly coach class with the lowest available airfare for non-stop travel.

- (a) If a car rental is required, employee and Board members shall rent full-sized, mid-sized or compact vehicles. Therefore employees and Board Members shall not rent vans, pick-up trucks, sports vehicles or luxury vehicles. Employee and Board members will be reimbursed for the fuel costs associated with renting a vehicle.
- (b) Employee and Board members shall be reimbursed for reasonable hotel accommodations, not to exceed the per night cost quoted the Federation for the meetings in question. Discounted room rates should be requested at the time of room booking.
- (c) Per diem rates for meal and incidentals shall be provided; no receipts are required. The per diem amount paid for each day of travel is set out under the Federation's national joint council travel directive. As of January 1, 2018 the daily rate for per diems is \$102.65. US Travel pays at the same rate but in US dollars.

For greater clarity, per diem payments no longer include transport to and from air, rail or bus stations and rental depots. Taxis and other form of transport meeting this need should be purchased and reimbursed directly in accordance with the policy set out above.

The following list includes examples of non-reimbursable expenses:

- (a) Personal travel insurance
- (b) Personal reading materials
- (c) Childcare
- (d) Toiletries, cosmetics, or grooming products
- (e) Expenses incurred by spouses, children, or relatives

(f) In-room movies or video games

6.10 National Joint Council Travel Directive rates quoted in this policy are updated on January 1 of each year and this policy shall use updated rates of the same date.

6.11 Any questions related to the content of this policy or its interpretation should be directed to the Executive Director of the TMA.

7 Employee Benefits Policy

7.1 The employee benefits policy may, in some cases, be applicable to non-unionized staff and contractors

7.2 Health & Dental Benefits

The employer will provide and pay for 100% of single or family coverage for all employees under a group plan that will consider health, dental, long-term disability, accidental death & dismemberment, and life insurance options.

7.3 Musicians' Pension Fund of Canada

Employees will have employer contributions made in their name to the Musicians' Pension Fund of Canada, equal to the percentage of the employee's weekly salary agreed between the Employer and an employee in their employment contract or upon completion of the annual performance appraisal process. The contributions will cease the pay date on or following December 1st of the year the employee turns 71. No employee shall receive any form of retirement benefit other than that described herein.

8 Employee Recruitment and Selection Policy

8.1 The employee recruitment and selection policy is applicable to non-unionized staff, unionized staff (subject to the collective agreement), and contractors

8.2 Philosophy

A recruitment and selection policy has been developed to ensure the organization fills vacancies with the most suitable candidate and the TMA believes in equal opportunity in employment practices without discrimination on the grounds of race, religious beliefs, colour, gender, sexual orientation, physical disability, mental disability, ancestry, place of origin, age, marital status, source of income or family status.

8.3 Responsibility

The Executive Director is responsible to ensure employment practices conform to legislation and personnel policies.

8.4 Guidelines

- (a) All internal applicants who apply in writing for vacancies will receive an interview.
- (b) Recruitment activities may be conducted externally.
- (c) An employment interview will be conducted before making an offer of employment.
- (d) All candidates participating in an interview will be notified of the results.
- (e) At least one or preferably two reference checks will be conducted before making an offer of employment.
- (f) Employment tests may be conducted before making an offer of employment.
- (g) A copy of the job description shall be provided to new employees.

8.5 Employment offers

- (a) Employment offers shall be written and include all terms of employment including: job title, start date, rate of pay, pay period information and eligibility for benefits. All employees of the TMA and contractors will sign an acknowledgement of the code of conduct
- (b) Information about hours of work and overtime compensation shall be included for eligible employees.
- (c) Permanent employees shall be asked to review and conform to all personnel policies.

(d) Executive Director shall sign the letter of offer.

(e) The employee shall sign the letter of offer indicating acceptance of the terms and conditions of the offer.

(f) Temporary employees' employment letters shall include the termination date and/or terms for termination. Changes to the employment conditions, i.e. position title, responsibilities or end date of employment shall be in writing.

9 Employee Probation Policy

9.1 The employee probation policy is applicable to non-unionized staff.

9.2 Appointment to the staff shall be a probationary appointment. The probationary appointment shall be for a period of six months from the date of appointment.

9.3 At least two (2) months before the last day of the probationary appointment, the President or Executive Director shall advise the staff member in writing of their recommendation as to whether or not the staff member will be granted a continuing appointment upon the completion of the probationary appointment.

9.4 The President or Executive Director shall keep the staff member apprised of his or her progress during probation and, in this respect, shall meet with the staff member at least twice during the six month period in order to discuss that progress.

9.5 Continuing appointment will be offered on the basis of performance during the probation period. The performance of the staff member during probation shall indicate that he or she is capable of contributing effectively to the TMA in the performance of their duties.

9.6 Termination during probation

If a continuing appointment is not offered, the staff member shall receive notice in writing. The probationary appointment of a staff member may be terminated upon provision of two (2) weeks' notice of such termination. The effective date of the termination will shall be a minimum of two weeks from the date of notice.

9.6.1 A staff member terminated under the provisions of this Article shall receive severance pay as required by the Employment Standards Act.

9.6.2 The duties of the staff member will cease on the effective termination date.

10 Employee Orientation Policy

10.1 The employee orientation policy is applicable to non-unionized staff, unionized staff, and contractors.

10.2 The TMA recognizes the importance of providing essential information to newly hired persons.

10.3 The TMA will provide all new employees with an orientation session during the first weeks after the commencement of employment with the TMA.

10.3.1 The manager or supervisor will conduct or delegate the responsibilities of the orientation, which shall include:

(a) Briefing the new employee on the role, purpose, history and organization of the TMA.

(b) Reviewing relevant policy and procedure manuals along with pertinent details of the work area (i.e. washrooms, parking, etc.) for the program area with the new employee.

(c) Reviewing the TMA Policy Manual with the new employee.

(d) Informing the new employee of expected responsibilities and review the job description.

(e) Introducing the new employee to their colleagues.

(f) Informing the new employee of the Performance Evaluation.

(g) Conducting orientation of administrative and financial procedures in the TMA as related to their position.

(h) Ensuring the employee receives a soft copy of the TMA Policy Manual.

(i) Answering questions as required.

10.4 For UNIFOR employees, a UNIFOR representative shall also review the agreement between the TMA and UNIFOR 2003E-50 with the new employee.

11 Paid Common Holidays Policy

11.1 The paid common holidays policy is applicable to non-unionized staff.

11.2 Employees will receive public holidays with pay as prescribed in the Employment Standards Act of Ontario as amended from time to time or any legislation which may supersede or replace it. At the time of this manual's publishing the following were recognized as public holidays with pay:

- (a) New Year's Day
- (b) Family Day
- (c) Good Friday
- (d) Victoria Day
- (e) Canada Day
- (f) Labour Day
- (g) Thanksgiving Day
- (h) Christmas Day
- (i) Boxing Day (December 26)

11.3 In addition the TMA grants the following (non-public) holidays with pay:

- (a) Easter Monday
- (b) Civic Holiday
- (c) Remembrance Day

11.4 When any of the holidays listed in this article falls on a Saturday or Sunday, all employees covered by this policy will receive another day off with pay to be determined by the Employer and communicated to the employee with reasonable notice.

12 Hours of Work and Lieu Time Policy

12.1 The hours of work and lieu time policy is applicable to non-unionized staff.

12.2 Employees and positions covered by the collective bargaining agreement between the TMA and UNIFOR LOCAL 2003-50 shall have hours of work and lieu time governed by that agreement, and are excluded from any of the following policies that may conflict with language in that agreement.

12.3 The normal hours of work shall be between 36.25 hours and 44 hours per week, between Monday and Sunday, not including lunch breaks. Any week with five working days where the employee works less than 36.25 hours will require any lieu time, vacation time or leave time to be debited and added to the week to bring the employee to 36.25 hours. Conversely any week with five working days where 36.25 hours are worked will not require any lieu time, vacation time or leave debited, even if those hours are worked on fewer than the five days.

12.4 For weeks with holiday days off as per the holiday policy, the workweek required hours will be prorated to the number of working days remaining that week.

12.5 The TMA shall grant time off to employees in lieu of pay for hours worked in excess of 44 hours per week from Monday to Sunday on a 1:1.5 basis, to be credited to lieu time, to be taken within 12 months of the date the hours were worked. Both Employer and employee shall commit to ensuring that no more than 36.25 hours of lieu time is accumulated. Should an employee have accumulated more than 14.5 hours of lieu time by November 1, that employee shall take as much lieu time by December 31 as required to carry no more than 14.5 hours into a new calendar year.

12.6 In processing time off and vacation, all lieu time remaining will be used prior to using vacation days.

12.7 All time worked and time off will be recorded by the employee in the method prescribed by the TMA.

12.8 When possible if an employee can reasonably estimate that they will work more than 44 hours in a week, from Monday to Sunday, they will notify their supervisor of the estimated accrual of lieu time.

12.9 To assist in the implementation of this policy please see the calculation chart below with examples:

Hours of Work and Lieu Time Calculations and Examples											
Ex	M	T	W	T	F	S	S	Total Hours Worked	Lieu Time / Vacation / Leave Hours Debited	Lieu Time / Vacation / Leave Hours Credited	Lieu Time Balance
Regular Week											
	A	B	C	D	E	F	G	H = sum(A:G)	I = IF(36.25-H>0) then 36.25-H, else 0	J = IF(H-44>) then (H-44)*1.5, else 0	K = Previous Week Balance - (J-I)
1	7.25	7.25	7.25	7.25	7.25			36.25	0	0	0
2	9.07	9.06	9.06	9.06		9	9	54.25	0	15.375	15.375
3	7.25	7.25	7.25					21.75	14.5	0	0.875
4	8	10	11	8	10			47	0	4.5	5.375
5	12	10	10			8	4	44	0	0	5.375
6	12	10	10	8		8	4	52	0	12	17.375
4-Day Week (One Holiday Day Off)											
	A	B	C	D	E	F	G	H = sum(A:G)	I = IF(29-H>0) then 29 - H, else 0	J = IF(H-35.2>) then (H-35.2)*1.5, else 0	K = Previous Week Balance - (J-I)
7	9.07	5	6	9.06		9	9	47.13	0	17.895	35.27
8	7.25							7.25	21.75	0	13.52
9	7.25	7.25	7.25	7.25	7.25			36.25	0	1.575	15.095
3-Day Week (Two Holiday Days Off)											
	A	B	C	D	E	F	G	H = sum(A:G)	I = IF(21.75-H>0) then 21.75-H, else 0	J = IF(H-26.4>) then (H-26.4)*1.5, else 0	K = Previous Week Balance - (J-I)
10	3	6	4			9	9	31	0	6.9	21.995
11	7.25	7.25	7.25					21.75	0	0	21.995
12	7.25	7.25	7.25	3	3			27.75	0	2.025	24.02

13 Outside Employment Policy

13.1 The outside employment policy is applicable to non-unionized staff and unionized staff.

13.2 As a general rule, employees may not obtain outside employment that creates interference with their primary job or that creates a conflict of interest.

13.3 Secondary jobs are permissible only if the employee can continue to perform their normal duties, work hours and work requirements within the regularly scheduled workweek. Required weekly work hours shall only be modified to allow the employee to perform duties or services that are not related to the TMA, subject to review and permission from a supervisor. The TMA reserves the right to periodically review this permission and withdraw such permission if the TMA has updated requirements for the business or the individual, or concerns about performance or conflict of interest.

13.4 The TMA has no objection to an employee holding outside employment so long as they can meet the performance standards of their job with the TMA and are not in a conflict of interest with the TMA.

13.5 Employees shall not engage in or accept any activity, business, or employment during or after working hours that could be considered in conflict with the TMA's interests or diminish the ability of the employee to render to the TMA the full, loyal and undivided service which is contemplated in his or her employment by the TMA.

13.6 This policy does not apply to independent contractors of the TMA.

13.7 Any questions related to the content of this policy or its interpretation should be directed to the Executive Director, or in case of an issue concerning the Executive Director, the President.

14 Computer Use Policy

14.1 The computer use policy is applicable to the Board, non-unionized staff, unionized staff, contractors, and volunteers.

14.2 The following outlines acceptable standards for the use of the TMA computing systems facilities and related stored information.

14.2.1 Use of the TMA network

The TMA supports a Wide Area Network. E-mail within the TMA's network is for work-related correspondence among people who have accounts ("Users").

(a) E-mail correspondence, at all times, will be professional in tone. Abusive, fraudulent, harassing or obscene messages or materials shall not be sent from, to, or stored on TMA systems. At all times, generally accepted standards of e-mail etiquette are expected.

(b) Making copies of system configuration files for personal use or to provide to a user external to the TMA is forbidden, as is downloading or installing security programs that reveal weaknesses in systems security. For example, TMA users shall not run password-cracking programs.

(c) Individuals are not to share accounts, passwords or codes unless specifically delegated to do so (e.g. an absence), after which new passwords or codes shall be created if necessary and if authorized.

(d) Individuals shall not purposely engage in activity with the intent to circumvent TMA security measures or gain access to TMA systems for which proper authorization has not been given.

(e) All e-mail correspondence should be treated with the same care and diligence applied to hardcopy memoranda.

(f) While email will not be regularly monitored, an employee's email account may be accessed by a manager, the Executive Director or the Board treasurer to gain access to urgent information in an employee's absence, or to alter the email account to allow for automatic notification of an employee's absence.

14.3 Use of software

It is the policy of the TMA to respect the proprietary rights of a computer software developer. As a user, all those covered by this policy are required to comply with the license agreements associated with the computer software products. Permitted activities in license agreements vary from product to product.

14.3.1 Generally, the following procedures should be followed:

- (a) Individuals may not make copies or modify copyrighted software, except to the extent permitted in the license agreement.
- (b) Individuals may not download and/or use personally acquired software, public domain software, electronic bulletin boards or shareware without prior approval from the systems manager.
- (c) Software that is not licensed for use on a network generally can be used on a stand-alone basis on a computer that is connected to a network as long as it is not used on the network. Where the licensed software is authorized for use on a network, then only the authorized number of users should use the software on the network.
- (d) Acquisition of software packages shall be approved by the systems manager, or designate. Any questions regarding the terms and conditions of copyrighted software should be referred to the systems manager, or their designate.

14.4 Use of the Internet

The TMA recognizes that the Internet is a useful tool to aid employees in discharging their duties. As such, its primary use is for education, research, communication and administration as applicable to TMA business. Because all activities on the Internet may be traced back to the TMA, work on the Internet shall be conducted in such manner that public confidence and trust in the integrity, objectivity and professionalism of the TMA are conserved and enhanced. In particular:

- (a) No TMA information shall be made available for public access without approval of senior management.
- (b) Activity on the Internet not related to work, including e-mail, shall be conducted on an individual's own time, outside of regular hours of work. During this time, these guidelines remain in force.

- (c) Under no circumstances is it appropriate, at any time, to peruse inappropriate web sites, post inappropriate messages, or send inappropriate e-mail correspondence. The term “inappropriate” includes, but is not limited to sites or subjects that advocate illegal activities and sites or subjects that are sexual or pornographic in nature.
- (d) Where, for the legitimate research purposes, a user wishes to access a site or deal with a subject that may be considered prohibited, it shall be discussed in advance, and approved, by her/his direct supervisor who, if in doubt, will raise it with the Systems Manager. At any time, the TMA reserves the right to monitor computer activities, including Internet usage among its users.
- (e) Breach of security or materials is strictly prohibited at the TMA offices or anywhere else. Security breaches shall be reported immediately to the systems manager, or delegate. At all times the TMA guidelines concerning conflict of interest and Confidentiality shall apply while utilizing the TMA’s computer system, including Internet usage.
- (f) Failure to comply with the above-mentioned directives may result in disciplinary action up to and including termination of employment. Illegal activity may be prosecuted.

15 Leave of Absence Policy

15.1 The leave of absence policy is applicable to non-unionized staff.

15.2 Leave of absence shall be given in accordance with the Employment Standards Act of Ontario, and be eligible for employment insurance according to the Federal Employment Insurance Act, as these acts are amended from time to time or any legislation which may supersede or replace them. The following are differences from those Acts granting increased entitlements to the employee, as granted by the TMA, as at the time of the publishing of this policy. If not named explicitly below, there are no other provisions for leave of absence beyond the aforementioned legislation:

15.3 Personal emergency leave

The TMA shall grant employees a total of twelve (12) paid days per calendar year to cover sick leave and ill-dependent leave for when the employee or an immediate family member is ill, or in times of bereavement, only to be used when required. Any unused personal emergency leave as at December 31 of any year is non-cumulative. Unused personal emergency leave will be lost and not paid out, nor carried over to any future period.

15.4 Disability leave

15.4.1 In the event of a serious illness or accident resulting in an absence from the workplace, once the employee has been off work due to illness or accident for more than five (5) consecutive days, the Employer will grant leave until the employee is able to return to their full role or an accommodated role, or until the employer experiences undue hardship from the employee's absence.

15.4.2 The TMA will issue a record of employment recording an interruption of employment with the first day of the interruption in earnings as the Sunday following the fifth consecutive day of absence due to illness.

15.4.3 The TMA will provide paid supplementary unemployment benefits to the employee as described as follows for employees who have not reached 65 years of age.

- a. The TMA will pay 95% of an employee's full salary for the first week of unemployment.

- b. The TMA will pay 50% of an employee's full salary from the second week through the time where the employee has applied for Employment Insurance Benefits and received a report regarding the results of the application, or until 120 days after the first day absent or until such time as the employee would be eligible for the Long Term Disability benefits provided by the Employer, if that employee was approved for such benefits after a successful application.
- c. Upon the provision of a report from Service Canada outlining a complete application, no later than twenty (20) working days from the date of the report, the TMA will pay the difference between the weekly employment insurance benefit, if any, and 95% of an employee's full weekly salary, for all weeks which the employee was approved for employment insurance benefits, or until one hundred and twenty (120) days after the first day absent, or such time as the employee would be eligible for the Long Term Disability benefits provided by the TMA, if that employee was approved for such benefits after a successful application.
- d. The maximum benefit in any calendar year of such supplementary unemployment benefit is 16 weeks.

15.4.4 The TMA shall make long-term disability benefits available, for which the employee is responsible for making the appropriate application(s) and providing the appropriate supporting documentation, and the TMA is responsible for any procedures and documents it needs to provide in support of the application. It is recommended that employees inform themselves of the timelines involved with applying for long-term disability benefits and apply at the earliest possible time.

15.4.5 For the duration of any disability leave the employee will continue to be a member of the employee pension plan and the employee health insurance plan and the TMA will continue to make the required payments into those plans on behalf of the employee at the same level in place immediately prior to the leave, subject to the same limits found in the policies governing those plans.

16 Health and Safety Policy

16.1 The health and safety policy is applicable to the Board, non-unionized staff, unionized staff, contractors, and volunteers.

16.2 Policy statement health and safety at work

The TMA acknowledges it has a duty under current Occupational Health & Safety Legislation to take all reasonable precautions to protect all persons working on site (employees, members, contractors) and all visitors.

16.3 The TMA shall maintain all Statutory Health and Safety practices and implement such others as are consistent with our needs. All persons when on site are required to refrain from any action or activity which may jeopardize the health and safety of others.

16.4 Maintaining a safe work environment requires the continuous co-operation of all employees and members and includes the following:

(a) It is required that all employees recognize that it is their duty to comply with all health and safety rules, regulations and guidelines and in performing all tasks in a safe and healthy manner.

(b) All management and supervisory employees are required to make the health and safety of all persons working for the TMA an integral part of their management and supervisory functions.

(c) All persons are required to refrain from any unsafe practices or hazardous actions and to exercise due care and diligence. No person shall carry out any action, practice or process which may jeopardize the health and safety of others.

(d) Any unsafe conditions, materials or equipment and all accidents and injuries shall be reported.

(e) Compliance with the statutory and TMA health and safety policy, rules, procedures and practices is considered a condition of employment.

16.5 Roles and responsibilities

The Board is responsible for developing and endorsing the health and safety policy and the appointment of an officer responsible for the implementation of the TMA health and safety policy and all statutory legislation.

16.5.1 The Executive Director is appointed and delegated by the Board as the officer having responsibility for developing appropriate Health and Safety procedures. The Executive Director will implement all Health and Safety Policy and Procedures as endorsed by the Board and is responsible for ensuring that the requirements of all health and safety legislation are met.

16.5.2 Members and employees and others

Every person, TMA member, employee, , contractor, or other person working on site is required to comply with the duties and responsibilities imposed by law. In addition they will comply with the rules, regulations and guidelines developed by the TMA to perform jobs, tasks or actions in a safe and healthy manner.

16.5.3 All employees and volunteers are required to take an active role in protecting and promoting their health and safety on site, and that of others with whom they work.

16.5.4 All employees and volunteers are responsible for the health and safety of all that personally visit them at work and for conducting them safely on and off the premises.

16.6 The Health and Safety Committee

The Health and Safety Committee of the Board (Health and Safety Committee), is an advisory committee of the Board. It shall comprise of employees covered by the collective agreement between the TMA and UNIFOR LOCAL 2003-50 and the Executive Director.

16.6.1 The role of the Health and Safety Committee shall be:

(a) To advise the Board and Executive Director on all matters concerning health and safety at the TMA.

(b) To take an active role in the promotion and protection of the health and safety of all those persons working for the TMA.

(c) To act as the link between staff (employees and members), management and the Board on all health and safety issues.

(d) To be the appropriate forum for any individual or group to take, give notice or otherwise communicate any health and safety issue, concern, problem or suggestion.

(e) To assess any accident or incident concerning health and safety reported as happening on site and recommend procedures or practices to prevent reoccurrence. To individually act as health and safety representatives as initial points of contact between staff (employees and members) and the Health and Safety Committee.

16.7 Emergency evacuation procedures

In the event that the building needs to be evacuated due to an emergency all persons in the office shall proceed to the nearest exit, and go to the assembly area on the front lawn of the building and check in.

16.8 Accident and incident reporting

All incidents requiring any form of first aid, hospitalization or calling of an ambulance occurring on site to employees, volunteers, clients or visitors shall be reported. Similarly any work-related accident or injury to staff or volunteers occurring off site shall be reported.

16.9 It is a mandatory condition of employment that all employees notify all Workplace Safety and Insurance Board ("WSIB") reportable accidents or injuries within 72 hours of occurrence to the Executive Director, unless where the employee is unable to report.

16.10 WSIB work-related injuries to full or part time employees shall be reported if requiring modified work practices, medical treatment or disability likely to cause absence from work longer than the day of injury.

16.11 The employee shall ensure that the Executive Director is provided all information necessary to complete the necessary WSIB employers' workplace injury report, which will be submitted within 72 hours of notification by the employee, unless where the employee is unable to report.

16.12 The Administrative Manager shall inform our insurance carrier as appropriate.

16.13 All incidents or accidents not requiring medical attention but affecting health and safety shall similarly be reported on the TMA incident Form.

16.14 Equipment failures, accidents resulting in damages to property or materials, potential safety hazards, suggestions or other health and safety related issues shall be reported to the systems manager.

16.15 Securing the office

The employee or member who is the last to leave the office is responsible for locking and alarming the building at the end of their working time.

16.15.1 Any employee or member who enters the office after normal working hours when it has been secured and who has turned off the alarm system is solely responsible for re-securing the office when they leave.

16.15.2 Fire and other emergency evacuation procedures

All employees and volunteers shall familiarize themselves with the Fire and Emergency Evacuation Procedures, fire alarms and location of extinguishers, which are posted around the building.

16.16. Accident prevention

Health and Safety is to be given primary importance in every aspect of planning and performing all the tasks carried out by the TMA. The TMA is dedicated to protect and prevent avoidable accidents and injuries to our staff and members and to minimizing avoidable expense and loss of production to the detriment of our members.

16.17 Working safely

Safety is everyone's business; remind your co-workers and volunteers about safe methods. Actively intervene to stop unsafe practices; use machinery only after the safety requirements have been met and operate it in the safe and approved manner. Immediately report all hazards or unsafe equipment or conditions to the systems manager.

16.18 Care when lifting

Ask for assistance in lifting heavy or awkward objects and lift only in the approved manner.

16.19 Preventing falls

To prevent slips and falls all person working on site will clean up spills and pick up debris immediately after they occur or are noticed. Safety is everyone's responsibility. Avoid blocking aisles, keep stairways clear, and avoid blocking emergency exits. Store equipment properly and safely. Do not place heavy objects on high shelving, keep filing cabinets and desk drawers closed. Place ladders securely and use them instead of standing on desks, chairs or other devices not intended for this purpose.

16.20 Alcohol, intoxicants and drugs

It is the policy of the TMA that no alcohol may be brought onto or consumed on site without the express permission of the Executive Director. No employee or member may work on site while under the influence of drugs, alcohol, any intoxicants or other substances except when medically prescribed and with a written doctor's assurance that the person may safely work while taking the prescribed substance. This shall be presented to the Executive Director to be placed on the individual's personnel record.

16.21 Weapons

The TMA specifically prohibits all persons entering onto our property carrying any kind of firearm, knife or other implement that can be described as a weapon, whether legally prohibited or not, and regardless of whether the person is licensed to own or carry the weapon.

16.22 Front Desk – Hostile Encounters

Managing Hostile Encounters

These guidelines are numbered but in no way suggest a proper sequence of actions. Respond to the incident with the appropriate measures to ensure your own safety. Above all, follow your instincts and take the necessary steps when your feel threatened or uncomfortable.

16.22.1 Prevention. To stop a hostile encounter from escalating

(a) Stay Centered

The agitated person will want to engage you in a confrontation. Do not allow them to gain control of your emotions by reacting to their taunts, insults or when they are pressing “your hot button”.

Breathe deeply, take a break, get a drink of water, remember that this issue “is not about you”, whatever it takes to ensure you remain calm, collected and professional.

Maintain an open but not vulnerable body language. Show that you are giving the agitated person attention but do not allow yourself to be trapped or cornered. Do not engage in a debate or argument with the agitated person.

(b) Recognize Hostility

While it may be easy to recognize when someone is obviously angry (red face, shouting, panting, gritting their teeth), be aware of ‘quiet anger’, when someone is seething with rage underneath. It is a very dangerous sign when someone suddenly shifts from being loud and boisterous to being quiet as it may indicate that they have resolved to take action. A clear indication is the expression in their eyes.

(c) Customer Service Extreme

To the best of your ability and following procedures, help this person obtain what they seek. A flat out refusal or denial of support or services may invoke greater anger. If you are not able to provide exactly what the individual demands (for example, they are demanding a meeting with a manager now), offer an alternative solution such as speaking to someone else, taking a message or setting an appointment. Establish a collaborative spirit – “How can we solve this problem?” Focus on solving the situation or problem at hand.

(d) Listen!

Perhaps the most effective prevention technique is active listening. Allow them a reasonable amount of time to explain, complain and even vent. Show them that you are listening, stop what you are doing, keep eye contact and pay attention. When you reply, recount what their main issues are and identify their feelings.

16.22.2 Intervention When their behavior shall be addressed

(a) Set Clear Boundaries

If they have “crossed a line” with you, let them know that it is not appropriate. If you feel safe to do so, identify what they did that was not acceptable (cursing, yelling, getting in your face) and explain the consequences such as not being able to help them or asking them to leave.

(b) Be Fair but Firm

Do not allow yourself to be intimidated; at the same time, do not respond with aggression. Establish your authority in this facility but not over them. It is vital to be clear and firm with what you expect from them and the potential consequences.

(c) Getting Help

Bringing another person or persons to support you can be a very effective measure to defuse a situation. People may be more aggressive towards someone that is alone and another staff person may be able to assist you with the situation.

Often, just the presence of another person can change the attitude and stance of an aggressor. You can simply contact someone by phone (“Let me get someone to assist us”).

16.22.3 Survival. To protect yourself and others

(a) Summon Support Using Code Word

The code phrase **“Please Ask Alan Wood to come by the front desk”** is a discreet means to summon support. By stating this phrase when you call someone, you can let him or her know that you need help.

Under some pretense of seeking support, call a co-worker or manager asking for **“Please Ask Alan Wood to come by the front desk”**, this will let the other staff person know that you have a situation where you need security or support without tipping the aggressor off.

If the aggressor remains a concern, have all staff move to (f) below and escape.

(b) Keep your distance

Keep at least 6-8 feet from the agitated person. Use barriers to keep that individual from coming close to you. Do not allow them to block your exit or escape. Do not turn your back on them.

(c) Be aware of potential weapons

Assaults when clients get angry are rarely planned. Therefore, be aware of any objects that can be readily used as a weapon such as letter openers, staplers, paperweights and other office tools. Keep the front desk clear of items that can be used as weapons.

(d) Do not try to restrain them or prevent them from leaving/entering.

(e) Except to save yourself or another from injury, do not touch the aggressor despite what they may say or do. Even if they are damaging property or trying to force their way into the staff area, laying your hands on them will most likely lead to violence. Even if you feel confident that you can subdue them, it is not your role or responsibility. Contact security or other support as you have determined with your emergency team.

(f) Escape

Quite simply, if you feel that you are in danger, remove yourself from harm. Follow your plan to notify others but only once you are in a safe location. Notify others using the code phrase and meet in the senior business representative's office.

16.22.4 Unique Situations

(a) When an agitated member demands to see someone who cannot or will not meet them the employee should inform the sought after person, by pretending to be calling someone else, but call that staff person and say the code phrase. The purpose of this procedure is to warn the staff member and indicate that you may need assistance.

(b) Solicitors

Individuals selling products to businesses and its employees will still try to gain entry. Be polite but firm. They may try to engage you in conversation and be very charming but you should be clear it is not your decision but company policy and that

they must leave. Summon support if necessary and be aware they may try to sneak past you.

(c) Partners, family members of employees

In cases where there is domestic violence or a stalking situation that is known to front desk staff, there is a high risk for violence and extreme caution warranted. The victim employee needs to be notified of the aggressor's presence. There will be a plan of action developed when the situation is first identified. Please refer to Section 2 of this policy code.

(d) Intoxicated or mentally unstable individuals

16.22.5 Trying to de-escalate or reason with people in this condition is often fruitless. End the discussion; summon assistance and/or request for them to leave. If you feel threatened, take steps to ensure your survival such as those listed above.

Things to Say

For Handling Aggressive Encounters

Calming the Tension/ Noticing their needs:

- "I see that you are in a hurry, we will get through this process as quickly as possible and get you on your way."
- "Sir, I realize that this is your third time here. I will do what I can to make sure we get this taken care of today."
- "I know it is pretty hectic here today. Thank you for being patient during the wait."

Reflective Listening:

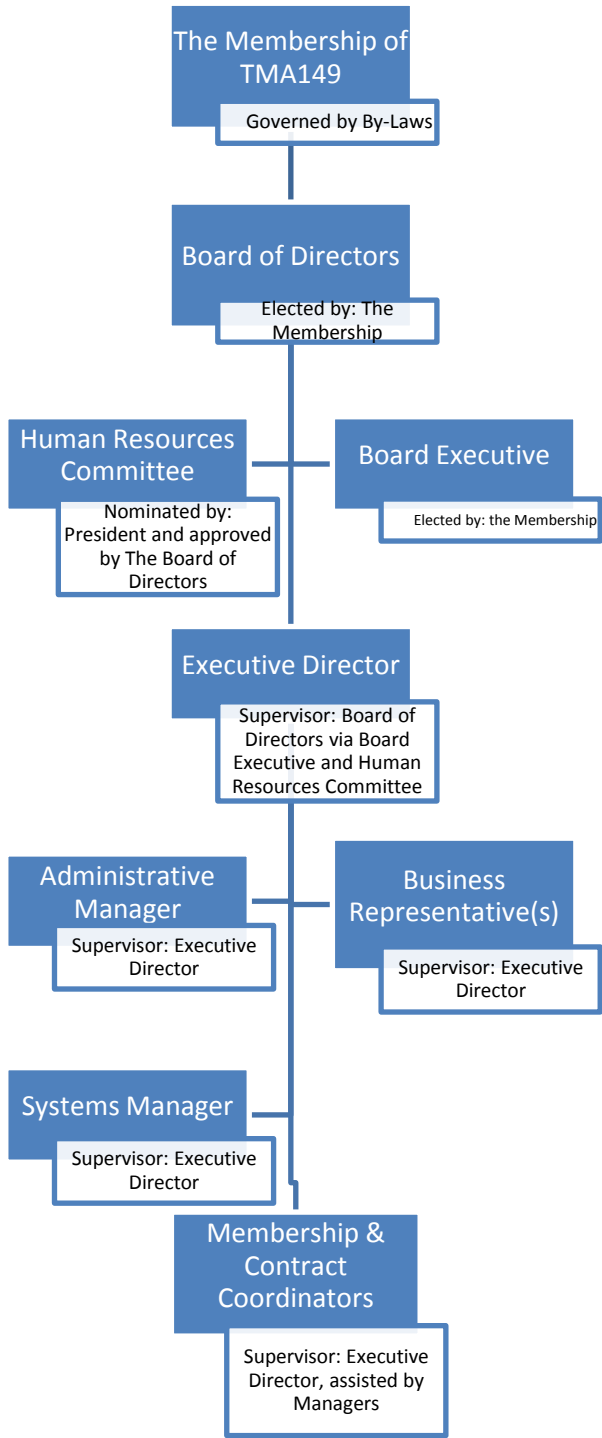
- "So let me see if I understand you right. You have/tried/feel (repeat back the main points that they have stated)."
- "You must be feeling... (frustrated, treated unfairly, anxious, concerned, etc.)"
- "I would be feeling (appropriate emotion) too."

- “So your main concern is).”

Setting Limits:

- “If we are going to continue to work together, I have to insist that you stop using that language.”
- “In order for us to continue, I am going to ask that you show me the respect that I have been showing you.”
- “I realize that you are angry but I do not deserve to be spoken to in that manner.”
- “If we are going to continue, we have to do so in a respectful and dignified manner.”

17 Organizational Chart



18 Performance Management and Performance Review Policy

18.1 The performance management and performance review policy is applicable to non-unionized staff and unionized staff.

18.2 All employees shall have an annual performance review meeting with their supervisor, in December. The annual performance review is documented on the annual performance review form, and sent to the employee with accompanying letter signed by off by their supervisor.

18.3 Performance is evaluated on:

- (a) Demonstrated skill, knowledge and ability in carrying out job functions, as established in the job description
- (b) Results achieved for each of the objectives established for the year in the TMA strategic plan, and the personal employee objectives
- (c) Achieving results in a manner consistent with the local's culture (values, behaviours and operating principles)

18.4 The TMA requires that all supervisors meet with their employees and provide a formal and documented annual performance review in December. Additionally, managers are expected to provide employees with informal, timely performance feedback throughout the year. Employees may request a performance meeting with their supervisor at any point in the year.

18.5 Personal Employee Objectives

18.5.1 Managers shall meet with employees annually to set job and performance objectives for the forthcoming year. This meeting may coincide with the annual performance review (in December) or take place in the first two weeks of January. The job and personal employee objectives are documented on the annual performance review form for the previous year.

18.5.2 Employee objectives may be added to, or changed, throughout the year, as changes occur in organizational priorities and activities. When this occurs managers will meet individually with employees to review and document new/changed objectives.

19 Professional Development Policy

19.1 The professional development policy is applicable to the Board, non-unionized staff, unionized staff, contractors, and volunteers.

19.2 In alignment with their organizational values of innovation and excellence, the TMA encourages the continuous learning of employees. The TMA establishes an annual training and development plan and budget.

19.2.1 The training and development plan and budget identifies:

- (a) Organizational knowledge acquirement and skill development required
- (b) Functional knowledge acquirement and skill development required

19.3 Functional managers identify, with input from employees, opportunities for individuals to attend conferences, meetings or training sessions that will result in the acquirement of the knowledge and skills identified in the Plan. Employees may also request to attend conferences, meetings or training sessions that will further their personal career development.

19.4 The Executive Director shall approve employee attendance at conferences or training sessions, and out of town meetings.

20 Telephone and Email Routing and Reply Policy

- 20.1 The telephone and email routing and reply policy is applicable to the Board, non-unionized staff, unionized staff, contractors, and volunteers.
- 20.2 Within a maximum of two (2) business days of receiving an inquiry by telephone, phone message, or email an employee shall to the best of their ability:
- (a) Answer the inquiry with what they believe to be a complete answer; or
 - (b) Answer the inquiry that the employee will need to provide information at a later time, and what additional time is required, generally not to exceed an additional five (5) business days: or
 - (c) Forward the inquiry to another staff member because:
 - (d) The staff member being forwarded to is more suited to address the nature of the inquiry; or
 - (e) The staff member is another designated responder to the type of inquiry received and the employee who initially received the inquiry has determined they are unable to respond within the necessary time period due to work load. In this scenario the Executive Director should be made aware of the forwarding of the inquiry by email copy so that the Executive Director and the original staff member can work on a workload alleviation plan.
- 20.3 All staff shall include their email address, and managers shall include their mobile phone number, on their voicemail and email signatures.
- 20.4 When an employee answers a call on the office general line for an employee who is unavailable or not in the office and
- 20.4.1 the employee is NOT away for more than one business day:
- a) Ask the caller their name and the nature of the inquiry so that they may be able to find someone else to help them;
 - b) If not, ask them if they would like to be forwarded to the staff member's voicemail or if they would rather email their inquiry;

- c) Send the caller to voicemail if voicemail is chosen by the caller, and provide staff member's email address if email is chosen.

20.2.2 the employee is away for more than one business day:

- a) Inform the caller of the staff member's time off and the expected return date of the staff member they are looking for;
- b) Ask them the nature of the inquiry so that they may be able to find someone else to help them;
- c) If not, ask them if they would like to be forwarded to the staff members voicemail or if they would rather email their inquiry;
- d) Send to voicemail if voicemail is chosen, provide staff member's email address if email is chosen.

1. For any foreseeable absence where a staff member will not be able to check their office voicemail (and mobile voicemail if applicable) for more than one business day, they shall change their voicemail to indicate the absence and who to call in case of an inquiry.
2. For any foreseeable absence where a staff member will not be able to check their email for more than one business day, they shall send an "out of office" message to the Systems Manager as well as the dates and times of their absence, and the approved back-up employee(s) when the out of office message should be in effect.
3. Unionized staff shall not check email, or phone messages, outside of regular work hours unless approved by the Executive Director.

21 Vacation and Time-Off Policy

21.1 The vacation and time-off policy is applicable to non-unionized staff.

21.2 Annual vacation entitlement shall be granted and reported as agreed between an individual employee and the employer, and is non-cumulative. Therefore any vacation entitlement not taken as at December 31 of any calendar year will be lost.

21.3 All employees with less than five years' experience shall take two weeks of vacation per year, all employees with five or more years' experience shall take three weeks of vacation per calendar year. Any employee that has not taken their minimum weeks of vacation by November 1 of any calendar year will be requested to take that time off prior to December 31 of that year and that employee shall be required to take that time as requested.

21.4 Lieu-time eligible employees shall exhaust all accumulated lieu time prior to debiting their vacation days, but the request and notification policies below shall apply the same.

21.5 All employees shall make best efforts to request vacation time or lieu time (or both) greater than one day at least two weeks prior to the beginning of such time off and regardless as soon as the time off request may be reasonably known, by following method:

1. By emailing the Executive Director, and in the case of the Executive Director emailing the secretary of the Board;
2. By copying the Administrative Manager and Systems Manager;
3. By making their request, whenever possible, at least two weeks prior to the beginning of the proposed vacation time or lieu time or both;
4. By including in the email the staff member's recommendation on who should cover their work in the time period off, each recommended coverage staff person recommended should also be copied on the email;

Supervisors, or those covering them in an absence, shall respond with any approvals, questions or disapprovals within two business days of receipt of the request, and the reply shall include an approval or amendment to the coverage persons;

If there is no response or a response including an approval by the beginning of the third business day after the request, the employee may consider the request approved.

Time off and lieu time of one day or less may be taken with reasonable notice.

The administrative manager, or their designate shall put all staff vacation and time-off (including sick day, lieu day, and leaves), within 24 hours of their approval, into the Google Calendar at:

<https://calendar.google.com/calendar/embed?src=kta6248g8h8jbbocd6grv110sc%40group.calendar.google.com&ctz=America/Toronto>

Vacation above is earned on a quarterly basis. For example, an employee with four weeks of vacation would earn such as follows – one week on January 1, one week on April 1, one week on July 1, and one week on October 1.

Vacation may be taken as if an entire year's worth has been earned but should the employee leave the TMA they will only be credited with the vacation they have earned up until the quarter of their departure. Employees that have taken more vacation than entitled upon their departure will not have their vacation hours deducted from their salary prior or upon their departure.

22 Complaints and Compliments about TMA Service, Board, Contractor or Staff Conduct Policy

22.1 The complaints and compliments policy covers complaints and compliments from non-board member TMA members and the general public about TMA service delivery and Board, contractor or staff conduct. The policy is applicable to the Board, non-unionized staff, unionized staff, contractors, and volunteers.

22.2 Complaints

Complaints made to Board or staff regarding TMA service, or deficiencies in service or Staff or Board conduct shall be handled as follows:

22.2.1 The staff or Board member receiving the complaint shall ask the complainant, by email, to send an email detailing the complaint to the Executive Director, or if about the Executive Director or any Board member, to the President of the Board, within two business days of first learning about the complaint.

22.2.3 The Executive Director, or President, shall speak with the staff or board member(s) indicated and document the staff member's response and shall follow the following procedure.

The Executive Director shall document and enact a plan for follow-up with the complainant and, if possible and appropriate, involve the staff member(s) who were the subject of the complaint in the follow-up process.

The Executive Director shall ensure that a full follow-up response is submitted to the complainant within five business days of receiving the complaint.

22.3 Compliments

Compliments from any person made to Board or Staff regarding TMA service, or exceptionalities in service or Staff conduct may be handled as follows:

The staff or Board member receiving the compliment may ask the admirer, verbally or by email, to send an email detailing the compliment to the executive director, or if about the

executive director, to the president of the Board.

22.4 Reporting

Subject to appropriate levels of confidentiality, the Executive Director shall report to the Board all complaints and compliments, leaving out the name and identity of the complainant or admirer and the name of any staff or Board member involved. This report shall be made once per quarter to the Board of Directors and the report shall include a brief description of what follow up was completed.