



FIJI ARTS COUNCIL CORPORATE MANUAL

PART 1

INTRODUCTION

1. Scope and Effective Date of Corporate Manual

- 1.1 This Corporate Manual contains the general terms and conditions of all employees of the Council.
- 1.2 Each employee is to be handed a copy of this Manual upon his appointment to the Council and is expected to read and understand the terms and conditions contained in this Manual before signing his employment contract with the Council.
- 1.3 By signing his employment contract with the Council, an employee is taken to have agreed to the terms and conditions contained herein.
- 1.4 This Corporate Manual shall take effect from 01 January 2012.

PART 2

INTERPRETATION

2. Interpretation

- 2.1 If there is an inconsistency between the terms and conditions in this Manual and the terms and conditions in an employee's individual employment contract, the employment contract prevails.
- 2.2 In this Corporate Manual, unless the context otherwise requires:-

"Board" means the Board of the Fiji Arts Council;

"DIRECTOR" means the Director of the Council or such person appointed by the Board to act as Director;

"Council" means Fiji Arts Council;

"day" means calendar day;

"KPI" means Key Performance Indicators

"NEA" means New Economic Activity;

"*working day*" means any day from Monday to Friday but does not include a public holiday;

- 2.3 In this Manual, unless a contrary appears:-
- (a) words importing a gender include any other gender;
 - (b) monetary references are references to Fiji currency.

PART 3

PROVISIONS RELATING TO HOURS OF WORK, REMUNERATION & ALLOWANCES

3. Hours of Work

Normal Hours of Work

- 3.1 The normal hours of work for the Council are from 9am to 5pm from Monday to Thursday and 9am to 4.30pm on Friday. All employees must ensure that they complete 39 hours of work per week.
- 3.2 The Council is to keep a register book to record and monitor attendance which each employee is required to sign, every day.
- 3.3 If an employee expects to be out of the office during normal working hours, he must advise the reception desk or his immediate supervisor of his:-
- (a) whereabouts and if he can be reached by telephone or cell phone; and
 - (b) expected time of his return to the office.

4. Tea and Lunch Breaks

Tea Break

- 4.1 Employees are entitled to two (2) fifteen (15) minute tea breaks on each day worked. Tea breaks are to be taken at any time between 10am and 10.30am every morning and between 3pm and 3:30pm every afternoon.

Lunch Break

- 4.2 Employees are entitled to a one (1) hour lunch break which must be taken between 1pm and 2pm on each day worked.

Alternate Arrangements

- 4.3 Where tea or lunch break cannot be taken at the normal times due to operational reasons, arrangements can be made with the Director or a supervising officer for the break to be taken at an alternate time.

5.0 Remuneration

First Appointment

- 5.1 The salary of a new appointee is to commensurate with his qualification and relevant experience as advertised for the position.

Payment of Salaries

- 5.2 Salaries are payable fortnightly at one twenty-sixth of the annual rate and are to be paid on every alternate Thursday.
- 5.3 Any payment of salary in respect of a broken period will be calculated on a pro-rata basis.

Deductions by the Director

- 5.4 The Council may make the following deductions from an employee's pay:-
- (a) time lost due to absence without leave;
 - (b) any sums owed to the Council; or
 - (c) any other deductions authorized by the Director

6.0 Overtime

Director to Approve Overtime

- 6.1 Employees shall from time to time be expected to work overtime. No employee

will be entitled to overtime payment except with the prior written approval of the Director which shall only be given in exceptional circumstances.

Payment of Overtime

- 6.2 In cases where overtime payment is approved by the Director, overtime will be paid at the following rates:-
- (a) time and a half for overtime worked during normal working days; and
 - (b) double time for overtime worked during weekends and public holidays.
- 6.3 Employees earning over \$20,000 will not be paid any overtime.

7.0 Allowances and Benefits

Mobile/Cell Phone

- 7.1 Employees issued with a Council cell phone will be entitled to mobile usage up to a value of \$100 per month payable by the Council. The Director is entitled to mobile usage benefit of \$300 per month.
- 7.2 Any mobile costs incurred in excess of the amounts referred to in clause 7.1 above shall be paid by the employee, unless he can show that such mobile usage was incurred on a work related call or calls.
- 7.3 Employees issued with a Council cell phone must not use the cell phone to participate in any promotional competitions, texting or otherwise. Any winnings or prizes attained through the unauthorized use of a Council cell phone shall remain the sole property of the Council.

Entertainment

- 7.4 The Director may authorize the reimbursement of any personal monies spent by employees on entertainment, promotion or marketing carried out on behalf of the Council.
- The employee must justify and provide relevant receipts to the Council. Prior written authorisation of the Director must be obtained in all cases.

Meal and Transport

7.5 If an employee is required to work:-

- (a) more than 2 hours beyond normal working hours;
- (b) through lunch hours;
- (c) on weekends and public holidays

he shall be entitled to a meal allowance. The rate of allowance payable shall be consistent with current Government rates.

7.6 Each employee shall be entitled to reimbursement of reasonable traveling costs where sub clauses 7.4(a) and (c) apply.

Mileage Allowance

7.7 Employees who use their personal motor vehicle for Council business will be entitled to a mileage allowance. Prior authorisation of the Director must be obtained before personal vehicles are used for Council purposes. The rate of mileage allowance payable under this clause shall be consistent with current Government rates.

8.0 Insurance

Term Life Insurance

8.1 Each employee shall for the duration of their employment with the Council be entitled to a term life insurance cover of \$50,000 to be paid by the Council. The Director shall be entitled to a term life insurance cover of \$100,000.

Medical Insurance

8.2 The Council shall for the duration of an employee's employment with the Council pay for half the cost of that employee's personal medical insurance premiums, if the employee elects to join a medical insurance scheme.

PART 4

TERMS OF EMPLOYMENT

9. Vacancies

9.1 All vacancies shall be advertised in the local newspapers. Where there are no suitable local applicants, vacancies may be advertised internationally.

10. Selection Criteria

- 10.1 The Council shall endeavour to select the most suitable applicant and shall give due consideration to his relevant work experience, qualification, training, standard of performance, personal qualities and characteristics.
- 10.2 In selecting a candidate, priority will be given to suitable applicants who are Fiji citizens.

11. Letter of Appointment

- 11.1 Any person selected to fill a vacant position shall be issued with a letter of appointment stipulating the essential terms and conditions of his employment with the Council.
- 11.2 All employees shall be required to sign a contract of employment with the Council upon accepting the Council's offer of employment.

12. Medical Report and Police Clearance

- 12.1 All new employees must within 2 weeks of signing his employment contract must provide the Council with a recent:-
- (a) medical report signed by a registered medical practitioner confirming that the employee is in all respects physically fit for employment;
 - (b) police clearance confirming that the employee has no outstanding warrants or previous convictions which might affect his employment with the Council.

13. Job Description

- 13.1 All employees of the Council are to be provided with a detailed job description within 7 days of signing his employment contract. The job description must clearly set out the scope and type of work the employee is expected to perform for the Council.

14. Probation

Period of probation

14.1 Employees shall initially be appointed to the Council on probation for a period of 3 months during which time the Director and his immediate supervisor will give the employee every encouragement and assistance in the performance of his duties.

14.2 The period of probation may be extended or reduced at the discretion of the Director.

Annulment of Probationary Appointment

14.3 The Council, may at any time, in writing, annul the probationary period of an employee for:-

- (a) committing a disciplinary offence under clause 43 herein;
- (b) incompetence or failure to meet the performance standards for the position; and
- (c) any other grounds which the Council may from time to time deem fit and proper.

15. Confirmation of Appointment

15.1 At the expiry of the probationary period, if the employee's probationary period is not extended under clause 14.2 or annulled under clause 14.3, the Council must confirm the appointment of the employee in writing.

PART 5

DRESS CODE

16. Employee Dress Code

16.1 All employees of the Council are expected at all times to present themselves a professional, business-like image to clients, colleagues and the general public. Acceptable personal appearance is an essential and on-going requirement of employment with the Council.

16.2 The Council's personal appearance standards are as follows:-

- (a) employees should not wear suggestive attire, flip-flops, baseball caps or similar items of casual attire that do not present a business-like appearance;
- (b) hair should be cleaned, combed and neatly trimmed or arranged.

Shaggy or unkempt hair is not permissible;

(c) tattoos and body piercing (other than earrings) should as far as possible be kept hidden;

16.3 The Council may from time to time allow employees to dress in a more casual fashion than is normally required. Even on these occasions however, employees are still expected to present a neat appearance and are not permitted to wear ripped or dishevelled clothing or any similarly inappropriate attire.

PART 6

TEMPORARY EMPLOYMENT

17. Temporary Employees

17.1 The Council may at its discretion employ a temporary employee for the prompt dispatch of temporary assistance.

17.2 No temporary employee is to be employed by the Council for a period of more than 6 months, except with the prior written approval of the Director.

17.3 On appointment, a temporary employee shall be issued with an appointment letter stipulating the terms and conditions of his employment. He shall not benefit nor be bound by the terms and conditions contained in this Manual except as to those provisions which are specified in his letter of appointment.

PART 7

EMPLOYEE PERFORMANCE, APPRAISALS, PERFORMANCE PAYMENTS & SALARY PROGRESSION

18. Employee Appraisals

18.1 The Council must carry out individual employee appraisals on the first week of June and first week of December in each year. The Director will be responsible for carrying out appraisals of employees. The Board or a subcommittee thereof will carry out the Director's appraisal.

18.2 The appraisals should identify the employee strengths and weaknesses and

must include suggestions on ways to improve each employee's performance.

19. Performance Payments

Performance Payments

- 19.1 Performance payments will be dependent on the following factors:-
- (a) Council performance measured in terms of the Council meeting its targeted NEA; and
 - (b) team performance measured in terms of the employees meeting their collective targets under the Council's approved work plan.
- 19.2 The Board or a subcommittee thereof shall meet in December each year to determine whether employees are entitled to a performance payment in a given year. The Director shall be responsible for tabling a report before the Board or subcommittee thereof identifying team achievements and performance based on the Council's approved workplan.
- 19.3 The Board may decide at their discretion to approve a performance payment of up to 10% of the employee's annual salary.

20. Salary Progression

- 20.1 Each employee will be entitled to a salary review on the anniversary of the date of his employment contract with the Council each year.
- 20.2 Salary progression will be dependent on the Council's profitability measured in terms of the Council meeting its targeted NEA.
- 20.3 Where condition 20.2 has been met, each employee will be entitled to a salary increase of 5% of his annual salary if he has achieved a minimum of 75% his fixed KPIs. No employee will be entitled to a salary increment if he achieves less than 75% of his fixed KPIs.
- 20.4 The Board or a subcommittee will consider and determine the salary progression of each employee.

PART 8

RESIGNATION & RETIREMENT

21. Resignation

- 21.1 An employee in senior management may resign from the Council by giving three (3) months' notice of his intention to resign or pay three (3) months' salary to the Council in lieu of such notice. All other employees may resign as per their contracts of employment.
- 21.2 Any leave due to an employee who resigns will be paid to him on a pro-rata basis or will be recoverable if taken in advance.
- 21.3 Any monies owing to the Council must as far as reasonable possible be recovered prior to the employee leaving the Council.

22. Retirement

- 22.1 The compulsory retirement age for the Commission is 60 years. In special cases, the Board may extend the employment of an employee beyond the compulsory retirement age.

23. Retirement on Medical Grounds

- 23.1 An employee can be retired on medical grounds if a Medical Board appointed by the Council examines the employee and concludes that he is physically or mentally unfit to continue employment.

PART 9

MEDICAL BOARD

24. Appointment of Medical Board

- 24.1 The Council shall appoint a Medical Board when the need arises.
- 24.2 The Medical Board shall comprise of:-
- (a) the Director;
 - (b) a registered medical practitioner;
 - (c) a Board member.

25. Medical Board to Make Recommendations

25.1 The Medical Board must examine the medical issues put before it and make recommendations to the Board.

26. Employee to Submit Medical Records

26.1 All employees must submit any medical records or information requested by the Medical Board in order to help the Medical Board determine the issues before it.

PART 10

CONFIDENTIALITY

27. Confidentiality

27.1 No employee must disclose to any third party or unauthorised sources any information whatsoever of a confidential nature gained or arising out of his employment with the Council without the prior written consent of the Director.

PART 11

CONFLICT OF INTEREST

28. No Other Employment

28.1 No employee shall without the prior written consent of the Director undertake any form of employment or paid service outside that assigned to him by the Council. The Director must not consent to any other employment under this clause if such other employment conflicts or interferes with the employee's ability to perform his normal duties and obligations to the Council.

29. No Employee to set up Business

29.1 No employee shall set himself up in private business or undertake other employment in direct competition with or in the supply of goods and services to the Council without the prior written consent of the Director.

PART 12

LEAVE

30. Annual Leave

Annual Leave Entitlements

- 30.1 Employees in senior management shall be entitled to 21 working days annual leave in each year. All other employees are entitled to 18 days annual leave.
- 30.2 No employee will be entitled to annual leave until he has completed 1 full year of service with the Council.

Leave Deemed to be a Right

- 30.3 Annual leave and other conditions related to such leave are deemed to be the right of an employee. In the event of resignation, termination or death of an employee, he or his legal representative shall be paid full compensation for all accrued annual leave and related benefits.
- 30.4 Employees may with the approval of the Director sell back their unused annual leave to the Council. Where the Director sells his unused annual leave, he shall seek the approval of the Board Chairperson.

Accrual of Leave

- 30.5 Employees are encouraged to use up their annual leave entitlements each year. In certain cases, employees may not be able to use up all their annual leave entitlements in any one year. In such cases, employees may carry over a maximum of 10 working days annual leave in any 1 year. Any accrual of annual leave in excess of 31 days will be sold back to the Council.

31. Annual Leave Procedure

Application for Leave

- 31.1 Where annual leave to be taken is less than 5 working days, approval must wherever possible be sought and obtained at least 1 week in advance.
- 31.2 Where annual leave to be taken is more than 5 working days, approval must be sought and obtained at least 2 weeks in advance.

Leave roster

31.3 The Council must maintain a leave roster to ensure that annual leave is granted with minimum disruption to the Council's services.

32. Sick Leave

Outpatient Sick Leave

32.1 Each employee is entitled to 21 working days outpatient sick leave in each year.

32.2 An employee who is absent for more than 1 working day on outpatient sick leave shall be required to produce a supporting medical certificate from a registered medical practitioner. Each employee shall be entitled to only 6 individual working days sick leave without medical certificate in any 1 year.

32.3 An employee who is absent on outpatient sick leave for more than 6 individual working days and who does not produce a supporting medical certificate shall be regarded as being on leave without pay.

Inpatient Sick Leave

32.4 Where an employee is required to undergo treatment as an inpatient of a hospital or required by a Government or private medical practitioner to be confined at home on grounds of illness or injury, the employee shall be entitled to 30 days inpatient sick leave on full salary in any one year.

32.5 Where the employee continues to be admitted to hospital or be required by a Government or private medical practitioner to be confined at home on grounds of illness or injury, the Council may on the recommendation of a Medical Board appointed by the Council extend the employee's inpatient sick leave for a further 60 days with or without salary.

32.6 An employee on outpatient or inpatient sick leave shall consent to the Council carrying out an independent medical examination in order to obtain a second opinion on the nature and extent of his illness or injuries.

No Sick Leave in Certain Cases

32.7 No employee shall be entitled to outpatient or inpatient sick leave if he has served less than 3 months with the Council.

32.8 An employee may not be entitled to outpatient sick leave if the reason for his sickness or injury is due to his own negligence or misconduct.

33. Bereavement Leave

33.1 Each employee is entitled to 3 days bereavement leave in each year.

34. Maternity Leave

General Provisions

34.1 An employee must serve a minimum of 3 months with the Council to qualify for maternity leave as provided hereunder.

34.2 No employee granted maternity leave under these provisions shall resume duty before the expiry of her maternity leave.

Maternity Leave With Salary

34.3 On the first 3 confinements, an employee shall be granted maternity leave on full salary up to a maximum of 84 days covering the period before and after confinement including the actual day of confinement.

Maternity Leave With Half Salary

34.4 After the first 3 confinements, an employee shall be granted maternity leave with half pay for the fourth and fifth confinements up to a maximum of 84 days before and after confinement including the actual day of confinement.

Maternity Leave With No Salary

34.5 After the fifth confinement, an employee shall be granted maternity leave without salary up to a maximum of 84 days before and after confinement including the actual day of confinement.

35. Study Leave

35.1 Employees may be granted study leave for courses which are approved by the Board. The Board may only approve courses of study which are work related and which will enhance the professional development of the employee to the benefit of the Council.

35.2 Study leave shall not exceed 30 days in any one year.

35.3 The Board shall decide whether the employee will be paid:-

- (a) full salary;
- (b) half salary; or
- (c) no salary.

during the period of his study leave.

36. Sporting Leave

- 36.1 An employee who is selected to be an official or a member of a Fiji national sporting team may be granted sporting leave up to a maximum of 30 consecutive days at the discretion of the Director.
- 36.2 The period of sporting leave may be extended to 60 consecutive days at the discretion of the Board.

37. Recall: Unused Leave

- 37.1 Where an employee is requested to resume duties before the expiry of his leave, the employee shall be paid compensation for the total of his unexpired leave. Alternatively, the employee can elect to have the total of his unexpired leave credited to his unused leave.
- 37.2 No employee shall be recalled from leave without his consent and only on the express authorisation of the Director.

38. Absent Without Leave

- 38.1 An employee who is absent without leave shall forfeit his remuneration for that period and shall be subject to clause 5.4(a).

39. Abandonment of Employment

- 39.1 An employee, who is absent without leave or written consent of the Council for a continuous period of more than 5 consecutive working days, is deemed, unless the Council decides otherwise, to have terminated his employment without notice from the beginning of such absences.

PART 13

EMAIL AND INTERNET

40. Internet Usage

40.1 Under no circumstances shall Council's computers or other electronic equipment be used to obtain, view, or reach any pornographic, religious or political (blogs) internet sites. Doing so can lead to disciplinary action up to and including termination of employment.

41. Email Usage

41.1 Sending pornographic jokes or stories via email is discouraged as it may be considered sexual harassment. Any emails that discriminate against employees by virtue of any protected classification including race, gender, nationality, religion, and so forth may also be offensive to other and therefore prohibited at the Council.

PART 14

DICSIPLINARY PROCEDURE

42. Discipline Generally

42.1 Employment is conditional on the employee continuing to render satisfactory service and contribute to the achievement of the Council's objectives. Every employee is expected to:-

- (a) follow all instructions issued by the Council and to obey lawful instructions issued by his immediate supervisor or the Director;
- (b) act and work safely and to observe safety rules and use safety equipment where required and provided for these purposes;
- (c) respect and safeguard the property of the Council, fellow employees and the Council's clients;
- (d) act in a responsible manner in relation to his duties and fellow employees.

42.2 An employee who fails in this respect or commits a breach of discipline may have his employment terminated or receive such lesser penalty as outlined in these Disciplinary Procedures.

42.3 Where an employee is suspected of committing a disciplinary offence under this Part, the Council shall wherever the law requires exhaust all mediation procedures before effecting the disciplinary procedures under this Manual.

43. Disciplinary Offences

Minor Offences

43.1 An employee commits a minor offence if he:-

- (a) is absent from work without leave;
- (b) is late in time of arrival to work;
- (c) is early in time of departure from work;
- (d) fails to follow instructions of the Director or his immediate supervisor;
- (e) commits an act of insubordination;
- (f) is negligent, careless, indolent, incompetent or inefficient in the performance of his work or duty;
- (g) consumes alcohol on the Council premises with prior authorisation;
- (h) incites conflict or conspires in the workplace;
- (i) causes wilful damage to or misuses Council property; (j) abuses internet privileges.

43.2 Where an employee commits a minor offence, disciplinary action shall be taken in the manner set out in clause 45.

Serious Offence

43.3 An employee commits a serious offence if he:-

- (a) abuses, threatens, harasses or assaults another employee;
- (b) sexually harasses or sexually assaults another employee;
- (c) willfully removes Council property without proper authorisation;

- (d) commits an act which is likely to bring the Council into disrepute;
- (e) consumes illegal drugs on the Council premises;
- (f) falsifies Commission records and documents with the intention of defrauding the Council or a third party;
- (h) is convicted of a serious criminal offence;
- (i) commits an act of corruption, abuse of office or bribery;

43.4 Where an employee commits a serious offence, disciplinary action shall be taken in the manner set out in clause 46.

44. Procedure for Minor Offences

First Warning

44.1 Where an employee commits a minor offence, the Director shall ensure that the employee is issued with a verbal warning which is recorded and filed in the employee's personal file.

Second Warning

44.2 Where an employee commits another minor offence within 6 months of the first warning, the Director shall discuss the second infringement with the employee concerned outlining the probable consequences should the employee continue to act in breach of the Council's standards of unacceptable behaviour and follow it up in writing. This shall constitute a formal written warning and must be filed in the employee's personal file.

Final Warning

44.3 Where an employee commits another minor offence within 6 months of the second warning, the Director shall discuss the second infringement with the employee concerned outlining the consequences should the employee continue to act in breach of the Council's standards of unacceptable behaviour and follow it up in writing. This shall constitute a final formal written warning and must be filed in the employee's personal file.

Disciplinary Action

44.4 Where an employee commits another minor offence within 6 months of the

final warning, the Director shall institute disciplinary proceedings against the employee under clause 46 herein.

45. Procedure for Serious Offences

45.1 Where in the opinion of the Council, an employee has committed a serious offence, the Council shall have the discretion to institute the disciplinary proceedings against the employee under clause 46.

46. Disciplinary Procedure

Statement of Allegations

46.1 Where an employee is suspected of:-

- (a) having committed another minor offence within 6 months of having received his final warning; or
- (b) having committed a serious offence

the Council shall give the employee a written statement of allegations outlining the exact nature of the allegations against him and requiring him to respond to the allegations in writing within 5 working days.

Suspension Pending Enquiry

46.2 The Council shall have the discretion to suspend the employee without salary pending investigation into the allegations against him. This is a procedural step and not a punishment.

Council to Decide on Allegations

46.3 Upon receipt of the employee's written response to the allegations, the Council shall consider the truth or otherwise of the allegations made against the employee within 10 working days.

46.4 The Director may consult the Board before making a final decision on this matter.

46.5 After considering all the evidence, the Council must either find the employee:-

- (a) innocent and dismiss the allegations against the employee reinstating all salary and benefits;

- (b) guilty and without dismissing the employee suspend him/her without salary for a period not exceeding 10 working days;
- (c) guilty and without dismissing the employee penalise him/her under clause 46.6; or
- (d) guilty and dismiss the employee.

46.6 Where an employee is found guilty under subclauses (b), (c) or (d), the Council or where the case may be the Board may at its discretion forfeit the employee's salary and benefits withheld for the period he/she was on suspension under clause 46.2 or under other administrative suspension.

47. Board to Discipline Director

47.1 Where the Director is accused of a disciplinary offence under this Part, the Board shall co-ordinate the disciplinary proceedings.

PART 15

TRAINING & DEVELOPMENT

48. Association of Arts Council International

46.1 Each employee shall be required to attend the annual IFACCA Conference to update their skill and knowledge and skill in the arts industry.

49. Training leave

49.1 The selection of employees for training courses, attachment or visit shall be at the discretion of the Director.

49.2 Any employee who is selected to attend any conference or undertakes any course of instruction, attachment or visit, shall receive full salary for the duration of the course, attachment or visit and the time spent on it shall not absorb any annual or other leave due to the employee.

49. Tertiary Study

49.1 An employee who undertakes a course of tertiary study whilst in employment with the Council may if the course:-

(a) is approved by the Director; and

(b) will greatly enhance the employee's contribution to the Council

be reimbursed with the full cost of the course of study upon satisfactory completion thereof.

50. Meetings and Seminars

50.1 An employee who attends a meeting or seminar during the course of his employment with the Council shall if the meeting or seminar:-

(a) is approved by the Director; and

(b) will greatly enhance the employee's contribution to the Council be entitled to a reimbursement of the full cost of the meeting or seminar.