

SASKATCHEWAN FILMPOOL COOPERATIVE

POLICY MANUAL

March 17, 2022

Article 1: PURPOSE	7
1.1. Definitions	7
1.2. Mandate	7
1.3. Vision Statement	7
1.4. Objectives	8
1.5. Equity Policy Statement	8
Article 2: BYLAWS	9
2.1. Definition	9
2.2. Review of Bylaws	9
2.3. Amendments to Bylaws	9
Article 3: POLICY PROCESS	9
3.1. Policy Board Purpose	9
3.2. Policy Making	10
Article 4: BOARD OF DIRECTORS	10
4.1. Makeup of Board/Terms of Office	10
4.2. Conflict of Interest	10
4.3. Board of Director Meetings	12
4.4. Quorum at Board Meetings	13
4.5. Special Board Meetings	13
4.6. Ad Hoc Committees	13
4.7. Board Attendance and Vacancies	14
4.8. Nomination/Election of Board Members	14
4.9. Removal of Board Members	14
4.10. Duties of Board Members	14
4.11. Board Members' Liability Coverage	15
4.12. Insurance	15
4.13. Accountability	15
4.14. Board Assessment	15
Article 5: BOARD OF DIRECTORS – EXECUTIVE DUTIES	16
5.1. President	16
5.2. Vice-President	17
5.3. Secretary	18
5.4. Treasurer	18
Article 6: COMMITTEES	19
6.1. Definitions	19
6.2. Standing Committees of the Board – Mandate and Duties	21
Article 7: HUMAN RESOURCES	23

7.1 Conditions of Employment	23
7.2 New Positions at the Filmpool	24
7.3 Staff Equipment Use	24
7.4 Bond	25
7.5 Hours of Work	25
7.6 Remuneration	25
7.7 Overtime	25
7.8 Leave of Absence	26
7.9 Vacations and Holidays	26
7.10 Expenses	27
7.11 Staff Travel	27
7.12 Sick Leave	28
7.13 Bereavement or Personal Leave	28
7.14 Discretionary Leave	28
7.15 Benefits	29
7.16 Hiring Process	29
7.17 Evaluations	30
7.18 Grievance	31
7.19 Arbitration	32
7.20 Discipline and Termination	33
7.21 Resignation	34
7.22 Pay Increases	34
7.23 Professional Development	34
7.24 Professional Conduct and Deportment	34
7.25 Review and Update	35
Article 8: MEMBERSHIPS	35
8.1 Membership	35
8.2 Basic Membership	35
8.3 Full Membership	36
8.4 Student Membership	37
8.5 Staff Membership Policy	37
8.6 Maintaining Membership Standing	38
8.7 Termination of Membership	39
8.8 Reapplying Members	39
8.9 Honorary Lifetime Members	39
8.10 Affiliate Members	39
8.11 Free Membership for University of Regina Students	40
8.12 Underemployed Filmmakers	40
8.13 Independent Media Arts Access Network	40

Article 9: GENERAL POLICIES	43
9.1 Travel	43
9.2 Office Supplies	43
9.3 Correspondence	43
9.4 Office Accessibility	44
9.5 Facility Policies	44
Article 10: FINANCE AND SPENDING	44
10.1 Board of Directors	44
10.2 Establishing Financial Controls	45
10.3 Executive Director	45
10.4 Financial Records	46
10.5 Cheques	46
10.6 Accounts Receivable and Deposits	46
10.7 Line of Credit	46
10.8 Investments	47
10.9 Payroll	47
10.10 Bank Reconciliation	47
10.11 Petty Cash	47
10.12 Board Member / Staff Expense Claims	47
10.13 Inventories	48
10.14 Income Tax Regulations	48
10.15 GST	48
10.16 Charitable Status	48
10.17 Co-Operative Status	49
10.18 Payment to Directors	49
10.19 Record Keeping	49
10.20 Artist Fees	49
Article 11: EQUIPMENT ACCESS	50
11.1 Renter Definition	50
11.2 Member Rates	50
11.3 Member Rate Criteria	50
11.4 Commercial Rates	51
11.5 Approval for Use	51
11.6 Conditions of Use	52
11.7 Equipment Bookings	52
11.8 Facility Bookings and Use	53
11.9 Deferrals	54
11.10 Liability and Insurance	55

11.11 Deposits and Fees	56
11.12. Credits	57
11.13. Partnerships and Equipment Use for Non-Profit Organizations	57
Article 12: VOLUNTEER POLICY	58
12.1. Purpose	58
12.2. Tracking Volunteer Hours	58
12.3. Redeeming Volunteer Hours	58
Article 13: FILMPOOL PRODUCTION ASSISTANCE PROGRAM – GRANTS	59
13.1. Mandate	59
13.2. Access Statement	59
13.3. Filmpool Grants	59
13.4. Emerging Filmmaker Fund	60
13.5. Production Grants	60
13.6. Post-Production Grants	60
13.7. Distribution Fund	61
13.8. Trudy Stewart Award	61
13.9. Grant Deadlines	61
13.10. Grant Eligibility Process	62
13.11. Jury Process	62
13.12. Board Ratification	63
13.13. Jury Remuneration	63
13.14. Filmpool Funding Criteria	64
13.15. Allocation of Funds	65
13.16. Conditions of Financial Support	65
Article 14: PROGRAMMING	66
14.1. Programming Transparency	66
Article 15: DONATIONS POLICY	67
15.1. Purpose	67
15.2. Definitions	67
15.3. Grants and Government Sources	67
15.4. Private Sources	67
15.5. Conflict of Interest	68
15.6. Return of Donations	69
15.7. Recognition	69
15.8. Charitable Receipts	69
Appendix 01: BYLAWS	71
Appendix 02: CODE OF ETHICS	76

Appendix 03: CODE OF CONDUCT

78

Appendix 04: PEER ADJUDICATION PROCESS

80

Article 1: **PURPOSE**

1.1. **Definitions**

All these definitions apply to any situation where the context is not specified in the text:

“Filmpool” refers to the Saskatchewan Filmpool Cooperative;

“Independent” refers to a film where the filmmaker(s) has (have) complete artistic autonomy, full technical, aesthetic and editorial control, and where the style and content is not dictated by commercial marketability;

“Film” refers to any project that is time-based media primarily for single channel presentation including, but not limited to 8mm, 16mm, 35mm, video, digital video;

“Members” are any Members of the Saskatchewan Filmpool Cooperative, these may be basic or full Members of any status *unless otherwise stated*;

1.2. **Mandate**

The Saskatchewan Filmpool Cooperative is a non-profit artist-run centre which supports, encourages, and assists independent, visionary filmmaking in Saskatchewan.

The Filmpool is committed to developing an awareness and appreciation of independent film, which reflects the individual and collective cultural expression of Saskatchewan people.

We are situated on Treaty 4 Territory, the original lands of the Nêhiyawak, Anihšīnāpēk, Dakota, Lakota, and Nakoda, and the homeland of the Métis/Michif Nation. The Filmpool serves the broader Saskatchewan Filmmaking community that encompasses treaties 2, 4, 5, 6, 8 and 10. We are all treaty people and we are committed to a decolonial approach as an organization.

1.3. Vision Statement

- The Filmpool encourages filmmakers to explore film in all genres as a creative artistic medium.
- The Filmpool encourages diverse communities, especially those in Saskatchewan, to become involved in film and in doing so ensures that our commitment remains province-wide.
- The Filmpool will maintain its role as an integral part of the artistic community of both Saskatchewan and Canada by acting as a conduit for Canadian independent film and its critical dialogues.
- The Filmpool engages and maintains audiences that are interested in independent film.
- The Filmpool educates non-filmmakers in film production, appreciation, and professional development opportunities for independent filmmakers.
- The Filmpool challenges filmmakers to undertake ambitious productions to expand on Saskatchewan identities in the national arts landscape.
- The Filmpool embraces new technologies in order to support the creation of film in various media while at the same time encouraging continued production and exploration in historic technologies.

1.4. Objectives

- (a) To promote and assist independent film production that contributes to Saskatchewan's cultural expression by providing facilities, equipment, community, and opportunities for funding to Members.
- (b) To provide professional development opportunities in film production, distribution and exhibition for Members.
- (c) To develop audiences, critical discourse, and community for independent film.

- (d) To form and maintain alliances with other organizations, especially those concerned with independent film production, critical discourse, distribution and exhibition.

1.5. Equity Policy Statement

The Film pool is firmly committed to actively assuring full access to the organization and its resources, to all people regardless of gender, race, ethnicity, sexual orientation, gender identity, age, religion, or ability. This commitment will be reflected throughout the organization in Film pool personnel, policies and practices, Membership recruitment, recruitment to the board, committees, and positions of responsibility in the organization and in all other activities of the organization, including: workshops, film screenings, film grants, and social events. It is the responsibility of the Board of Directors to ensure that Members of the organization understand and adhere to this commitment in all of their activities on behalf of the Film pool.

Article 2: BYLAWS

2.1. Definition

The main body of policies, which concern the Governance of the Saskatchewan Film pool Cooperative, are the bylaws as registered with Saskatchewan Justice, under the Co-operatives Act of 1989.

2.2. Review of Bylaws

The bylaws will be reviewed by the Board prior to each Annual General Meeting and due notice of resolutions will be issued to Membership.

2.3. Amendments to Bylaws

All amendments to Bylaws must be made at the Annual General Meeting in accordance with Bylaw 10.

Article 3: **POLICY PROCESS**

3.1. **Policy Board Purpose**

The Saskatchewan Filmpool Board of Directors is a volunteer, policy governing board authorized under the bylaws to direct and govern the organization's work, through the policy framework of the Filmpool. The Board assigns standing, ad hoc, and advisory committees to do work in specific areas. The Executive Director is responsible for the management of the organization.

3.2. **Policy Making**

(a) Policy can only be made by the following groups:

- Members at the Annual General Meeting, through a simple majority
- The Board of Directors at a board meeting

(b) Policy may be determined and amended by the Board of Directors through a 2/3-majority vote of the board present at a legal meeting of the Board of Directors.

(c) All recommendations for policy must be approved by the Board of Directors.

(d) All policy must be made in accordance with the Bylaws and mandate of the organization and not supersede those directives.

Article 4: **BOARD OF DIRECTORS**

4.1. **Makeup of Board/Terms of Office**

(a) Filmpool Bylaws Section 11, 12.

(b) The Board of Directors shall meet a minimum of eight times yearly.

4.2. Conflict of Interest

(a) Preamble

Conflict of Interest is any situation in which a member uses their position within the organization (most notably at the Filmpool in the roles of staff, board, jury, or committee Members) to attempt to promote a personal interest that results in material gain to themselves or their family and/or household.

Conflict of Interest also exists when a member allows themselves to be in a position of influence in an area where that member's personal interest is at odds with the best interests of the Filmpool. The member's conflict interferes with the objective exercise of their duties (For example, this may arise when a policy is being created or a committee/jury is making a selection that the best choice for the Filmpool is not necessarily the best choice for the individual helping to make the decision).

Due to the nature of artist-run centres where the Board of Directors is made up of individuals who benefit from the organization, there are at times situations where a *perception* of conflict of interest arises. This perception of conflict of interest is very damaging to an organization, therefore it is vital that there be sufficient transparency of procedures so that any negative perceptions can be easily alleviated.

(b) Conflict guidelines as applies to the Board of Directors

Board Members wishing to apply for grant opportunities must also:

- Be excluded from the discussion regarding jury selection
- Be excluded from the discussion and voting process during jury recommendations

For purposes of transparency, a note must be made in the minutes with times specified when a Board Member leaves and returns to the meeting.

Board of Director Members wishing to apply for staff positions must tender resignation to the board prior to the beginning of the selection process and cannot be reinstated to the Board until 6 months have passed since the completion of the hiring process. Former staff Members may not apply to join the Board of Directors

until six months have passed since the cessation of their employment.

Board Members are not permitted to curate their work in solo screenings at the FilmPool.

(c) General disclosure requirements for all Members of the Board of Directors.

At the first Board of Directors meeting following the Annual General Meeting, each member of the Board of Directors of the Saskatchewan FilmPool Cooperative is required to sign a Conflict of Interest Declaration, which includes disclosure of their activities and activities which could give rise to a real, potential, or apparent conflict of interest, or otherwise impair the ability of the board member to perform their official duties objectively. Activities include, but are not limited to, Membership on boards or influential positions with other organizations, ownership of assets, receipt of gifts, and employment.

Board of Director Members must also disclose any other conflicts of interest (potential, perceived, or otherwise) as they arise during the rest of their term on the board.

(d) Conflict guidelines as applies to the staff

- Staff Members are not eligible to apply for juried production grants at any time while working at the FilmPool. However, staff may request permission from the Board of Directors for equipment and facility use.
- Staff may participate as Members in screenings, or in projects that have been made open to the Membership.
- Staff are non-voting participants of several active committees and as such, receive approval to act on behalf of those committees.
- Staff are required to seek the approval of active committees for any projects they generate for the FilmPool.
- Staff are not permitted to curate their own work in solo FilmPool screenings.
- Staff may collaborate with filmmakers or participate in group shows and other projects.

(e) As regards intellectual property:

Specific prohibitions exist regarding the use of insider information including appropriation of ideas or intellectual property. This means that ideas generated for The Saskatchewan Filmpool Cooperative, its staff, board, committees, or Members, are ideas that must be held in trust by board Members and that use of these ideas for grants, for use by adjunct collectives, or as parts of projects taking place without the consent or collaboration of the Filmpool, will be considered a breach of conflict of interest policies established by the Filmpool and all applicable intellectual property and copyright legislation.

4.3. Board of Director Meetings

(a) All board meetings are governed by Robert's Rules of Order.

(b) The President acts as chair. If the President is not available then the Vice-President shall chair. If neither are available, then the Secretary acts as chair until one is appointed. The past-President may serve as chair.

(c) Minutes and an agenda are prepared by the Executive Director and the President and presented to the board at least one day prior.

(d) Committee chairs must present a report at any regular board meeting, unless there has been no significant change since the last report

(e) All Members are entitled to attend board meetings as an observer. If a Member would like to present, they must contact the President a minimum of two weeks before the board meeting. Non-committee Members may speak at committee meetings at the discretion of the chair.

4.4. Quorum at Board Meetings

Quorum shall be the majority of the board, rounded up.

4.5. Special Board Meetings

A member of the Filmpool in Good Standing may call a meeting of the board for any

significant purpose. The member must provide at least 2 (two) weeks written notice to the board and a prepared agenda.

4.6. Ad Hoc Committees

When an issue arises that could result in a significant change to the Filmpool, the board will strike a special or ad hoc committee to manage the consultation process. This committee will consist of Members of the executive plus any board Members who wish to be involved. This committee's plan of action will need to be brought to the board for approval. For the purpose of this motion, significant change is defined as proposals to change the mandate, alter the bylaws, create policies, or take actions where the Membership should be consulted beforehand, unless such a consultation has already occurred.

4.7. Board Attendance and Vacancies

- (a) Board Members are expected to attend all board meetings during their term. If any board member misses three consecutive meetings, the board can take appropriate action, which may include requesting the resignation of the member.
- (b) Any board member who anticipates being absent from two or more board meetings should take a leave of absence.
- (c) Board Members anticipating an absence from a board meeting must send regrets to the board prior to the meeting.
- (d) See Bylaw Section 11 (f) for procedures regarding vacancies on the board.

4.8. Nomination/Election of Board Members

- (a) Board Members shall be elected at the Annual General Meeting.
- (b) The Board of Directors must be comprised of no less than seven and no more than eleven Members in good standing. At each Annual General Meeting the Filmpool Membership shall determine by ordinary resolution the number of board Members to be elected.
- (c) Board Members hold office until the conclusion of the Annual General Meeting at which

their successors are elected.

4.9. Removal of Board Members

- (a) The Members of the Filmpool may, by resolution approved by two-thirds of votes cast at an Annual General Meeting, remove any board member from office. Also see Bylaw Section 11 (e).
- (b) In the event that a board member is not adhering to Filmpool policies or by-laws, they may be removed by a 2/3 majority of the board at a scheduled board meeting.

4.10. Duties of Board Members

- (a) The board shall determine the next meeting date at each board meeting, beginning at the Annual General Meeting.
- (b) Board Members are expected to attend the following meetings each year:
 - Eight regular board meetings.
 - Annual General Meeting
 - One board retreat session following the Annual General Meeting.
 - Board Members must inform the President if they cannot attend these meetings.
 - Attendance at committee meetings, and Membership events.
- (c) Board Members are encouraged to represent the Filmpool at meetings of other organizations, and forums. These may include advocacy events, other cultural events (such as gallery receptions), and fundraising events for other organizations.

4.11. Board Members' Liability Coverage

All board Members and staff are covered under the terms of the comprehensive liability coverage carried by the Filmpool when on Filmpool business. Board and staff must behave in good faith towards the organization.

4.12. Insurance

Board Members shall insure the building and equipment contained therein against fire, loss or damage with some reputable company.

4.13. Accountability

The board is held accountable for the proper functioning of the Filmpool and enforces regulations and develops stronger policy for organizational guidance.

4.14. Board Assessment

- (a) Every year the board is assessed by the President, who will present a report on the functioning of the board at the Annual General Meeting.
- (b) Periodically, the board shall undergo assessment by outside, independent sources. These sources should provide an assessment and recommendations for board development.

Article 5: BOARD OF DIRECTORS – EXECUTIVE DUTIES

5.1. President

- (a) They will act as an official spokesperson for the Filmpool unless an alternative spokesperson is designated by the board, President, or Executive Committee.
- (b) The President is an ex-officio member of all committees. They will be the board contact person in personnel matters.
- (c) The President will ensure agendas are set for annual general, board, and executive meetings in conjunction with the Executive Director.
- (d) Duties

- Is a member of the Executive Committee
- Provides leadership to the Board of Directors.
- Ensures the board adheres to the FilmPool's bylaws and mandate.
- Ensures the board's agenda is prepared with input from board Members and the Executive Director.
- Ensures Board Members are notified of board meetings.
- Chairs meetings of the Board.
- Determines that there is quorum at board meetings.
- Encourages board Members to participate in meetings and activities.
- Keeps the board's discussion on topic by summarising issues.
- Keeps the board's activities focused on the organization's mission.
- Chairs meetings of the Executive Committee.
- Ensures that committee chairs are appointed.
- Acts as one of the signing officers for cheques and other documents, such as contracts and grant applications.
- Plays a leading role in supporting fundraising activities.
- Promotes the organization's purpose in the community and to the media.
- Prepares a report for the Annual General Meeting on the status of the FilmPool and the effectiveness of its board.
- Ensures there is a process to evaluate the effectiveness of the board Members.
- Chairs the first meeting of the new board in which the executive is determined.
- As part of the Executive Committee, assists in monitoring staff.
- As a signing authority and representative of the organization, the President must sign for all monetary transactions, this includes contracts that the FilmPool enters into.
- Liaises with the Executive Director in the operation of the FilmPool.

- When their term is complete, they provide guidance to the newly elected President.

5.2. Vice-President

(a) They will act as a spokesperson in the absence of the President.

(b) Duties

- Serves on the Executive Committee.
- Acts in the absence of the President as the board chair.
- Learns the duties of the President and keeps informed on key issues.
- Works closely as consultant, and advisor to the President.
- Acts as a signing officer for cheques and other documents.
- Ensures that the policy manual is maintained, adhered to, and if there are any changes that they are conducted appropriately and added to the policy manual.
- When their term is complete, they provide guidance to the newly elected Vice-President.

5.3. Secretary

(a) The Secretary will act as chairperson of elections.

(b) Duties

- Serves on the Executive Committee.
- Takes accurate minutes of all board meetings.
- Keeps record of board attendance.
- Records all motions and decisions of meetings.
- Signs board minutes to attest to their accuracy.
- Records all corrections to minutes.
- In the absence of the President and Vice-President from a board meeting, chairs the meeting until the election of an alternate chair for that meeting.
- Ensures copies of the organization's bylaws and the board's policy statements are

kept.

- Ensures lists of officers, board Members, committees, and general Membership are kept. Ensures that copies of minutes of board meetings are kept.
- Ensures that copies of minutes are distributed to board Members.
- Ensures that the annual return, amendments to the bylaws, and other incorporating documents have been filed with the Co-ops Department.
- Ensures that Members are notified of general meetings.
- When their term is complete, they provide guidance to the newly elected Secretary.

5.4. Treasurer

- (a) The Treasurer is responsible for ensuring the monthly bank reconciliation is done.
- (b) The Treasurer will have a good working knowledge of the finance of the Co-op.
- (c) The Treasurer is ultimately responsible for the annual budget, in conjunction with the Executive Director.
- (d) Budgets may be prepared by other board Members but must go to the Treasurer for approval. One copy should be filed with the Executive Director.

(e) Duties

- Serves on the Executive Committee.
- Oversees the financial functioning of the organization and provides regular reports to the board.
- Ensures an independent audit by an outside accounting firm is conducted annually as approved at the AGM.
- Ensures monthly financial reports are kept on file.
- Ensures that all employee deductions are remitted.
- Ensures all necessary financial reports are filed.
- The Treasurer, as a signing authority and representative of the organization, must sign for all monetary transactions.

- When their term is complete, they provide guidance to the newly elected Treasurer.

Article 6: **COMMITTEES**

6.1. **Definitions**

Filmpool committees have three purposes. First, they advise the Board of Directors in certain specific areas. Second, Members of committees work on specific projects as volunteers. Third, some committees represent the board in carrying out the work of the organization.

The Filmpool has three kinds of committees; standing, ad hoc, and advisory.

Standing committees are permanently in place. Some of these committees are composed of only Board Members and others are Membership Committees. The Executive Committee and the Personnel Committee are examples of standing Board Committees. The Production Committee, the Programming committee, SIFA committee are examples of standing Membership Committees. These committees are made up by Members of the Filmpool with the chair being a Board representative.

The second type of committees are ad-hoc. Ad-hoc committees can be composed of Board Members and any interested Filmpool Members and are created to address a specific question, issue, or project with a specific end-time.

The third type of committees are advisory. These committees are ad-hoc in nature and are composed of the Executive Committee and other appointees, approved by the Board.

For quorum, committees of the Membership will not have any requirements. Every effort will be made to inform committee Members, and the Membership as a whole, about committee meetings. Those who are present will discuss issues and make decisions.

Standing Board Committees must have a quorum of 50% of the committee Members.

(a) Standing Committees

The Filmpool has a limited number of standing committees. These are:

- The Executive Committee
- The Personnel Committee
- The Finance and Fundraising Committee
- The Splice Magazine Committee
- The Production Committee
- The Programming Committee
- The SIFA Committee
- The Media Committee
- The Facilities Committee

(b) Ad-hoc Committees

- The Board of Directors may decide to strike an ad-hoc committee to deal with a particular issue or to take on a particular task (managing a fundraising event, for example). To create an ad-hoc committee, the Board must pass a motion, which must include the committee's mandate, duties, name of the chair, and names of committee Board Members. In the case of a committee of the Membership, Members of the Filmpool will be informed of the committee's existence, its mandate, duties, name of the chair, and a call for volunteers will be made.
- When an ad-hoc committee is struck, the board will indicate when its existence will be reviewed or come to an end.

6.2. Standing Committees of the Board – Mandate and Duties

(a) Executive Committee

Mandate:

While the Board of Directors is ultimately responsible for the Filmpool's legal and financial health, the Executive Committee is responsible for representing, negotiating and signing legal or financial agreements on behalf of the Cooperative.

Duties and Composition:

- The Executive Committee is made up of the President, Vice-President, Secretary, and Treasurer.
- The Executive Committee is chaired by the President. The Treasurer, Secretary, Vice-President, and the President will have signing authority for the Cooperative.
- The Executive Committee meets on a monthly basis (or as needed). A simple majority is required to pass motions in the Executive Committee; however, the Executive is responsible to the Board of Directors and must advise the board at the earliest opportunity of any decisions or actions the committee has taken.

(b) Personnel Committee

Mandate:

This committee will take a special interest in the responsibilities of the board as an employer and is responsible for overseeing the administration of the Filmpool's human resources policy. It is responsible for making policy recommendations to the board in such areas as health and safety, insurance plans, negotiating contracts, staff and board evaluations, and grievances.

Duties and Composition:

- The Personnel Committee is a standing committee of the board. It meets when the need arises: when staff are hired or terminated, when salary increases are necessary, or when grievances are made. It is responsible for the evaluations of the executive director.
- The Personnel Committee is usually made up of the Members of the Executive Committee. However, there are circumstances—for example, a grievance by an employee against the board—where it may be necessary to strike a Personnel Committee composed of other Filmpool Board Members or Members if required. For additional information see article 7.18, Grievance and article 7.19, Arbitration.

- A simple majority is required to pass motions; however, because the Personnel Committee is responsible to the board, those motions must be ratified by the Board of Directors at the earliest possible opportunity. The Personnel Committee is typically chaired by the President, although there may be situations where another chair is required.

(c) Splice Magazine Committee

Mandate:

The Splice Magazine Committee is responsible for the production and dissemination of Splice Magazine, a publication produced by the Saskatchewan Filmpool Cooperative and reflecting its mission and mandate– in particular, its support of independent visionary filmmaking.

Duties:

- The Splice Magazine Committee is chaired by a board representative. The editor can be the chair of the committee if they are a board member. If the editor is not a board member, then they will receive direction from the board through the committee.
- The Splice Magazine Committee will make suggestions to the board about the format and style of the publication, and will also make suggestions about significant changes to the way the magazine is published or produced.
- A simple majority is required to pass motions. Since the Splice Magazine Committee is responsible to the Board of Directors, the board will be given an opportunity to ratify its decisions at the earliest opportunity.

Letters to the Editor of Splice:

At the discretion of the Splice Magazine Committee Chair, Splice Magazine will accept only letters to the editor which are signed, adhere to the Saskatchewan Human Rights Code, and are non-defamatory or libellous.

Remuneration:

Members and non-Members will receive a writing fee for each article written. However, if

they are on the Splice committee, or are a Board Member, they will not be compensated. The tiers for the writer's fees are: \$250 for 800 words or less, \$320 for 800 to 1,000 words, and \$400 for an article of more than 1,000 words. The Board may choose to pay the Editor a \$1,000 honourarium if and when the Board deems it appropriate. The Board may also choose to pay a \$500 honourarium to a Graphic Designer for the design of the magazine, or any online content related to its distribution.

Article 7: **HUMAN RESOURCES**

7.1 **Conditions of Employment**

- (a) The Filmpool has two categories of staff: permanent and temporary. Permanent employees may be employed on a full-time or part-time basis, and have been advised in writing that they have completed their probationary period and passed their probationary review, and that their status has been changed to permanent. Temporary staff may be employed on a casual basis, on temporary grants, or on a contract basis.
- (b) Upon the Filmpool's acceptance of an applicant for employment, an employment contract will be given to the employee stating the terms of employment, length of tenure (if applicable), hours of work, responsibilities according to a signed and dated job description, and conditions of termination (Terms may be pre-conditioned and non-negotiable if an employee has been hired on a temporary basis). In the case of the hiring of the Executive Director, a representative of the Board of Directors will sign the contract. In all other cases, the Executive Director will sign the contract.
- (c) The board will endeavour to hire the most qualified applicant. The final discretion for the hiring of all staff, outside of the Executive Director position itself, resides with the executive director, who must ensure that the on-going operations of the Filmpool are best served.
- (d) The Executive Director is expected to attend all board meetings. Other staff may be required to attend periodically on request.

7.2 **New Positions at the Filmpool**

See subsection 7.16, The Hiring Process.

7.3 Staff Equipment Use

- (a) Staff are entitled to equipment privileges, once approved by the Board, under the same regulations as those set out for Members, provided they are eligible for equipment usage according to Article 11, Equipment Access Policy.
- (b) Staff equipment use is on a deferral basis and must be in accordance with Article 11, Equipment Access Policy.
- (c) Staff may only book equipment up to two weeks in advance. Members have priority over Staff when booking equipment or using facilities.

7.4 Bond

The Executive Director must be bondable.

7.5 Hours of Work

- (a) Full-time staff are expected to be in the office from 9:30 am to 5:00 pm Monday to Friday unless other arrangements are made.
- (b) The Filmpool is open to the public from 10:00 am to 5:00 pm, Monday to Friday. At least one staff person should be in attendance during those hours, except in extraordinary circumstances.
- (c) Full-time employees are required to work a 35-hour week, and part-time staff will work an agreed-upon number of hours. In accordance with the *Labour Standards Act of Saskatchewan*, staff working more than 5 hours per day will take a 30-minute meal break and any other breaks defined in the Act.
- (d) Staff are asked not to work more than 8 hours per day or 40 hours per week unless specifically approved by the board or Executive Director.
- (e) The board must consult with the Executive Director to ensure that any activities that require staff participation are feasible within the work schedule.

7.6 Remuneration

- (a) The Board of Directors will determine annual salaries for staff positions.
- (b) Deductions from pay will be taken according to current Canada Revenue Agency requirements.
- (c) Payroll is to be administered by the Ministry of Parks, Culture and Sport Administration Centre and is paid on a semi-monthly basis.

7.7 Overtime

- (a) Hours of work beyond the regularly required 35 hours per week for full-time staff or the agreed number of hours for part-time staff will be banked as time off in lieu of pay.
- (b) In accordance with the *Saskatchewan Labour Standards Act*, up to 8 hours per day or 40 hours per week will be banked as straight time.
- (c) If more than 8 hours are worked in one day or more than 40 hours in a calendar week, time will be banked at time-and-a-half in lieu of overtime pay.
- (d) The board shall be kept informed about the accumulation of banked overtime and when necessary, will come up with strategies with the Executive Director as to how to deal with it.
- (e) As in section d), overtime is only to be worked with the expressed approval of the Executive Director who is to keep the board and/or the executive informed. In the case of the Executive Director, they must receive approval for their banked time from the Executive or Personnel Committee.
- (f) When employees are required to travel on Filmpool business, they are entitled to one half-day off in lieu of pay for each night spent out of Regina.
- (g) Staff are only able to accumulate a maximum of 25 hours of banked time at any given time throughout the year.

7.8 Leave of Absence

A leave of absence is an extended period of unpaid leave time in which the individual maintains the status of employee. Employees may submit leave of absence requests to the executive for consideration and approval.

7.9 Vacations and Holidays

Vacation for permanent employees shall be accrued according to the *Saskatchewan Labour Standards Act*. Vacation time for temporary staff will accrue as stipulated by the conditions of approval and/or as set out by the *Labour Standards Act*. This accrued time shall expire at the end of every second fiscal year. Part-time employees are entitled to vacation calculated on the basis of the number of hours worked per week, as outlined by the *Saskatchewan Labour Standards Act*.

- (a) Vacation leave must be negotiated among the staff and recorded in the minutes of the board. Vacations must not conflict with the ongoing operations of the Filmpool. Scheduling of vacations shall be on the basis of seniority in the event of a scheduling conflict among the employees.
- (b) Permanent employees are entitled to the following paid statutory holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, National Day of Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day. Temporary employees will be paid for statutory holidays occurring within their stipulated term of employment. Other religious holiday requests by staff members will also be considered.
- (c) Staff will be given paid time off on the workdays when the Filmpool is closed for December holidays. (Generally this includes the last two weeks in December.)

7.10 Expenses

Staff will be reimbursed for expenses incurred in connection with Filmpool business provided

they have been authorised by either the board or the Executive Director.

7.11 Staff Travel

- (a) Per Diems: Per Diem allowances for meals are to be paid in accordance with The [Saskatchewan Workers Compensation Board's current rates](#) provided there is prior approval by the Board of Directors. See attachment Appendix A: Private Vehicle Travel Rates, Appendix B: Meal Rates Appendix, C: Private Accommodations.
- (b) Air: Travel is permitted for staff members to attend meetings and airfare will be paid by the Film pool provided there is prior approval by the Board of Directors.
- (c) Auto: Travel by vehicle will be compensated at the [Saskatchewan Workers Compensation Board's current rates](#) to attend meetings and events outside Regina on behalf of the Film pool. Reasonable parking claims will be accepted. Car-pooling is strongly encouraged whenever possible. The Film pool does not reimburse parking tickets, speeding tickets, and/or any other citations applied against driver/vehicle.
- (d) Taxi/Ride Services: Reasonable receipts may be claimed for Film pool related travel.
- (e) Hotel Accommodation: The Film pool will accept charges for room and room tax only when staff are required to stay out-of-town on work-related business, provided they have obtained prior approval of the Board of Directors.

7.12 Sick Leave

- (a) Permanent employees will accumulate paid sick leave at the rate of one day per month to a maximum of 12 working days per year. Unused sick leave will not be paid out.
- (b) The employee is to notify the Executive Director (or, in the case of the Executive Director, other senior staff) as soon as possible the day they are ill. If the employee will be incapacitated for an extended period, the Executive Director or the executive must make alternate arrangements for the employee's work to be done.

7.13 Bereavement or Personal Leave

Employees suffering the death of an immediate family member or close personal friend, or other pressing personal consideration, will be entitled to two paid and up to three additional unpaid days of leave.

An employee suffering from a personal emotional situation can be entitled to two paid, and up to three additional unpaid, days of leave.

7.14 Discretionary Leave

Permanent employees are entitled to five paid working days' leave per year, in the event of a dependent's illness. The dependent may be, but does not strictly have to be defined as a child.

Extended discretionary leave is available: up to two weeks of unpaid leave might be negotiated with the Executive Director or, in the case of the Executive Director, with the board. This leave must not be scheduled in a manner that unduly interrupts the operations of the Filmpool.

7.15 Benefits

Benefits include life insurance, medical, dental, and vision coverage as provided through SaskCulture. Dependents of Filmpool employees are eligible for coverage. Employees must pass their probation period in order to qualify under the plan, in accordance with the plan administered by SaskCulture.

7.16 Hiring Process

The following processes are to be followed when hiring:

- (a) A Hiring Committee will undertake the hiring of the Executive Director. The Executive Director will hire all other positions.
- (b) At the discretion of the Hiring Committee or the Executive Director, the open position should be advertised for a minimum of 14 days prior to the application deadline, with copies of the notice sent to appropriate IMAA/AAMI centres.
- (c) Priority hiring and an initial internal job posting should be considered for staff members already working for the Co-op in the case of lateral or upward moves, where appropriate.

- (d) The Hiring Committee or the Executive Director will arrange to interview a short list of applicants before making a decision.
- (e) Upon hiring, each permanent employee shall receive a copy of the personnel policy, a job description, and a contract.
- (f) New Positions: When the opportunity and funding to hire additional staff arises, the Personnel Committee or the Executive Director will follow these guidelines:
- A detailed job description will be drafted, including length of contract and expected qualifications. The draft shall be sent to the Board for approval.
 - An application deadline will be set.
 - The approved job posting will be sent to the entire Membership and advertised publicly according to the above policy.
- (g) The Film pool remains committed to hiring applicants based on skills and aptitude for the position. The Film pool is an equal opportunity employer and seeks to nurture and maintain diversity in its staff.

7.17 Evaluations

- (a) Probation for new permanent employees is six months, at the end of which the employee will receive a written evaluation from the Executive Director, or from the Personnel Committee in the case of the Executive Director. The written evaluation must be presented at the next board meeting for discussion.
- (b) Employees may add written responses to their evaluation that will remain a permanent part of their file. Dismissal of a permanent employee during the probation period may be initiated by the board or the Executive Director with fifteen (15) days' notice. Dismissal of a temporary employee may be initiated by the Executive Director and / or the board with (15) days' notice.
- (c) There shall be an annual, formal evaluation of the permanent employees by the Executive Director, or by the Personnel Committee in the case of the Executive Director, at or around the expiry of the contract. Increases in salary shall be negotiated at that time, bearing in mind that salary increases are subject to funding. The Executive Director shall

make evaluations of temporary or casual workers. All evaluations shall be based upon the job description and a thorough review of data compiled by staff/board. The Executive Director reports to the board after the performance review where an in-camera discussion and potential recommendation for salary increment takes place.

- (d) There is an annual, formal evaluation of the Executive Director by the Personnel Committee at or around the expiry of the contract. The chair of the Personnel Committee reports to the board after the Executive Director's performance review during an in-camera discussion and potential recommendation for salary increment takes place.
- (e) All non-performance complaints must relate directly to the job description. In the event of non-performance of agreed-upon tasks, a motion of the board may initiate an evaluation.

7.18 Grievance

"Grievance" shall mean any difference or dispute concerning the interpretation, application, administration, operation, or alleged violation of the contracts and/or personnel policy, or any conflict arising out of the work situation.

It is hoped that most disputes can be settled amicably between the concerned parties, and it is best to initiate the grievance process before any dispute becomes damaging.

- (a) It is recognised that the grievance procedure per se is a serious and somewhat formal process that might exceed the requirements of a particular situation. For this reason, the Board suggests that problems be first referred to an informal procedure for settlement. At any time, an individual or a party with a grievance may ask to meet with the Executive Director, the President or with the executive committee. At such a meeting, concerns should be voiced and possible solutions should be discussed. The Executive Director, the President or the Executive Committee might suggest that the matter be raised at the next scheduled board meeting. In such a forum, the board would provide a friendly, non-aligned "sounding board" for discussing a particular concern and suggesting options. However, in the absence of a formal grievance, the board would not be permitted to pass motions or impose any binding suggestions. If the matter appears to be a serious breach, or the matter cannot be resolved through the preceding steps, then a formal grievance should be filed.

- (b) If the matter appears to be a serious breach or non-performance on the part of the staff, or the matter cannot be resolved through the preceding steps, then a formal grievance should be passed by a motion of the board. In this latter case, the board itself would constitute one of the parties of the grievance.
- (c) Should any party decide to proceed with a formal grievance, the following steps shall be observed: All complaints must be made in writing to the Executive Committee. The complainant shall inform the subject of the complaint, and the subject of the complaint shall be given sufficient time to respond to the allegations.
- (d) The grievance shall be discussed between the two parties within 10 days of its filing. All attempts should be made to arrive at a satisfactory solution.
- (e) A Grievance Committee shall be struck to consider the problem. Either the President or an Executive Committee representative shall serve as the chair. Each party to the dispute shall choose another person to represent and support them at the committee meeting. The persons chosen should have a good understanding of artist-run centres, and they shall be expected to be sympathetic to the concerns of the party who has chosen them. Their main duty shall be to solve the dispute fairly, and they are expected to give fair and just hearing to both sides of the complaint. This committee shall have 10 working days to solve the dispute.
- (f) If the dispute is not satisfactorily solved in (e), either party may signify in writing to the other party that they intend to invoke arbitration.
- (g) In the case of employees, they shall be permitted necessary time off to attend the arbitration procedures.

7.19 Arbitration

- (a) Arbitration of grievances not settled in the preceding procedures should be conducted before a quorum of the board. Each party to the dispute shall select an arbitrator, and the two arbitrators will select a third person to serve as chair. Any or all of these persons might come from the board; the chair must come from the board. The remaining board Members shall be in attendance, and their advice might be sought by any of the three arbitrators at any time, in or out of the presence of the aggrieved parties. The board might decide that outside expert advice should be sought, the cost of which shall be borne by

the Filmpool.

- (b) The judgement of the arbitrators shall be ratified by the board, and it shall be binding on both parties. The judgement shall then be instituted without prejudice to either party. The Personnel Committee representative and/or the President shall then make a report to the board. This report should explore means to avoid similar disputes in the future. As a result of this report, the board might recommend that certain policies be altered or further refined.
- (c) In the event of a dispute between an employee and the board, a similar procedure shall be pursued. However, the board will choose an outside fair, impartial, knowledgeable person with an interest in the film or art communities, and/or the non-profit sector. Such a person should be fairly compensated for their efforts in solving the dispute. Employees should be granted time to prepare their case without unduly interrupting the ongoing operations of the Filmpool. The board must still ratify the arbitrator's report. This might appear to favour the board over the employee, but as the board is ultimately responsible to the Membership for the on-going health of the Filmpool, it bears the greater burden. In such a case of arbitration, the policy statements and official mandate should be closely adhered to in rendering judgement. If necessary, outside advice should be sought, the cost of which shall be borne by the Filmpool. The board retains the right to set reasonable limits on the time and cost of arbitration. A report on the procedure should be submitted to the board by the President or the Personnel Committee, the intention of which should be the clarification of policies, job descriptions, and procedures.

7.20 Discipline and Termination

A permanent employee shall only be disciplined and/or terminated for just cause, or in extenuating circumstances in the event of a major administrative restructuring. The burden of proving just cause shall lie with the board. In order to express concern or dissatisfaction with an employee's work, the board must report their concerns in writing to the employee. Dissatisfaction must be closely tied to the job description, violation of the Personnel Policy, or non-performance of agreed-upon tasks. The employee may, upon receipt of the report, initiate a grievance procedure with the board. All disciplinary action shall depend upon the outcome of the arbitration process. Until the completion of such a report, the employee shall continue his or her employment with all rights and privileges, unless such an employee is deemed to be an undue threat or disruption to other employees. In such a case, such an employee may be asked to take a paid leave of absence until the arbitration procedure is completed. Should

arbitration uphold dismissal, the paid leave of absence shall be applied towards the termination benefit.

- (a) For just cause (e.g. failure to come to work, failure to complete agreed-upon tasks, etc.) an employee's service may be summarily terminated by notice in writing from the Board to the employee following the disciplinary procedure outlined above. For other than just cause (e.g. change in administrative structure, loss of sufficient operational funds, etc.), termination within the first year from date of hire shall be given one month's notice. Employees with between two and five years of employment, shall receive two months' notice; employees with more than five years employment will receive three months' notice. In lieu of notice the employer shall pay the employee an equivalent amount of the salary, minus deductions, receivable by the employee during that period.
- (b) It is understood that employment could be automatically terminated in the event of a loss of operational funding.

7.21 Resignation

Resignation of an employee shall be presented in writing from the employee to the executive director, and in the case of the Executive Director, to the board, no less than 2 weeks before their resignation date.

7.22 Pay Increases

Pay increases shall be reviewed annually, except in such cases as the job description alters materially during the course of the year. Increases must be accommodated within the approved budget.

7.23 Professional Development

Permanent employees are encouraged to pursue professional development through attendance at workshops, conferences, etc., the fees of which can only be borne by the FilmPool when within the approved budget. The staff and board are encouraged to solicit outside funding or special grants, where applicable, to enable them to attend professional development courses. The FilmPool remains committed to flexibility with respect to time

off.

7.24 Professional Conduct and Deportment

Employees are expected to maintain high professional standards in the discharge of their duties at the Filmpool. It is expected that matters relating to the business of the Filmpool will be treated with the strictest confidence. Employees will always support the best interests of the Filmpool as articulated in their job descriptions and in the Filmpool's mandate and policies. Employees are expected to ensure that their work areas and personal grooming reflect positively on the reputation of the Filmpool.

For additional details refer to the *Appendix 03: Code of Conduct* and *Appendix 02: Code of Ethics*.

7.25 Review and Update

The board shall periodically review, amend, and update the Personnel Policy to ensure that it reflects contemporary job titles and policies in place at that time.

Article 8: MEMBERSHIPS

8.1 Membership

(a) The Saskatchewan Filmpool Cooperative is a member driven organization focusing on the mandate stated in 1.2. This means that the Filmpool is attentive to and responds to the needs of its Members when addressing its mandate. There are three different Memberships at the Filmpool, each with its rights and privileges.

(b) All individuals must pay a non-refundable \$10.00 cooperative fee for Membership.

Filmpool Membership fees shall be \$50.00 for a Basic Membership, \$75.00 for a Full Membership, and \$35.00 for a Student Membership.

8.2 Basic Membership

This level of Membership provides Members with all the basic support the Filmpool offers through its programming.

- Membership shall be open to any resident of Canada.
- Membership is limited to individuals. Group, family, company, or corporate Memberships are not recognized.

(a) Rights and Privileges

Basic Members maintain the following rights and privileges provided they maintain their Membership in good standing:

- Voting rights.
- Receive SPLICE and other relevant Filmpool communication.
- Are eligible for reduced rates at exhibitions, workshops and seminars.
- Have access to the Filmpool library resources.
- Eligible to sit on volunteer committees.
- Eligible to stand for election to the Board of Directors.
- Eligible for some equipment rentals at a rate set by the Board of Directors.

8.3 Full Membership

This level of Membership provides the individual with all the rights and privileges of basic Membership.

- Membership is open to any resident of Canada.
- Membership is limited to individuals. Group, family, company, or corporate Memberships are not recognized.

(a) Rights and Privileges

Full Members maintain the following rights and privileges provided they maintain their Membership in good standing:

- Voting rights.
- Receive SPLICE and other relevant Filmpool communication.
- Are eligible for reduced rates at exhibitions, workshops and seminars.
- Have access to the Filmpool library resources.
- Reduced rate on screenings, workshops and seminars.
- Eligible to sit on volunteer committees.
- Eligible to stand for election to the Board of Directors.
- Eligible for access to all equipment at a rate set by the Board of Directors.
- Eligible to apply for production assistance through the Production Committee.

8.4 Student Membership

This level of Membership provides the individual with all the rights and privileges of the full Membership. This Membership is at a reduced price of \$35.00 and is applicable to individuals in secondary or post-secondary education.

- Membership is open to any resident of Canada who is enrolled in a secondary or post-secondary institution.
- Membership is limited to individuals. Group, family, company, or corporate Memberships are not recognized.

(a) Rights and Privileges

- Voting rights.

- Receive SPLICE and other relevant Filmpool communication.
- Are eligible for reduced rates at exhibitions, workshops and seminars.
- Have access to the Filmpool library resources.
- Eligible to sit on volunteer committees.
- Eligible to stand for election to the Board of Directors.
- Eligible for access to all equipment at a rate set by the Board of Directors.
- Eligible to apply for production assistance through the Production Committee.

8.5 Staff Membership Policy

Staff are eligible for Membership and once they have met the requirements for Membership they have full Membership rights with the exception of the following:

- Election to and voting for the Board of Directors.
- Voting rights at an Annual General Meeting.
- Eligible for production funding and equipment deferrals.

Staff Members will still be required to pay a non-refundable \$10 cooperative fee for Membership.

8.6 Maintaining Membership Standing

Memberships are considered in one of three standings:

(a) Good

Members in Good standing may have access to all the rights and privileges according to their Membership level.

To maintain a Good standing, a member must pay an annual Membership fee on or before the anniversary date of Membership each year. Members must also not

contravene any of the policies or bylaws that the Filmpool maintains. Failure to do so would move a Member from Good standing to a Not Good standing.

(b) Not Good

Members in Not Good standing will not have access to any of the rights and privileges of Membership until that standing has been changed.

In order for a member to move from Not Good standing to Good standing where bylaws and policies have been contravened, Membership status will be reviewed and decided upon by the board.

Members ninety (90) days in arrears in payment of Annual Fees shall receive two letters of warning after which their Membership will be changed from Overdue to Not Good standing by the Board of Directors or their appointed representatives.

(c) Overdue

Members become Overdue if they have any outstanding balances or renewals. Membership becomes Overdue the day after their renewal date. For example, Membership expires March 31st, then the Membership becomes Overdue on April 1st if they have not paid their dues. Overdue Members must pay their Membership dues to be moved to Good standing.

8.7 Termination of Membership

See also: Bylaws 7 a, b, c and 8 a, b, c, d, and e.

Members whose conduct or actions are prejudicial or detrimental to the welfare or interest of the Co-op may have their Membership terminated by the Executive Committee. A member so terminated has the right to appeal to the Board of Directors. The member may also appeal **"to the next general meeting of the Co-operative by giving written notice of intention to appeal to the Secretary within 30 days from the day on which the member received notice of the order..."**[The Co-operatives Act, 1989, C-37.2, 120(2)(c)]

8.8 Reapplying Members

If a member has had their Membership terminated, they must reapply to the Board of Directors and pay a \$10 cooperative fee.

8.9 Honourary Lifetime Members

The Board of Directors may name individuals as Honourary Lifetime Members. This grants the member the benefits of Basic Membership without fees in perpetuity.

8.10 Affiliate Members

The Filmpool allows non-profit arts and culture organizations to become Filmpool Affiliates. The designation of groups to Affiliate status is at the discretion of the Filmpool Executive Director.

- A fee, equivalent to the fee for a full member, will be paid to the Filmpool by each of these affiliate groups annually.
- Filmpool Affiliates may rent Filmpool equipment under the same guidelines as a full member at the discretion of the Filmpool Production Coordinator.

Affiliates are recognized to have the same rights as a full Membership with the exception of the following:

- Election to and voting for the Board of Directors.
- Voting rights at an Annual General Meeting.
- Eligible for production funding and equipment deferrals.

8.11 Free Membership for University of Regina Students

A free one-year Full Membership is given to students at the University of Regina who have completed Film 201. A representative of the Filmpool will coordinate with the instructor leading the class and present a free Full Membership to the students in the class.

Students enrolled in the Masters programs in the Film Department at the University of Regina are also eligible for a free one-year Full Membership.

If students already have a Membership, they have two years to claim their free one-year Membership. If applying as a new Filmpool member, the non-refundable \$10.00 cooperative fee is required.

8.12 Underemployed Filmmakers

If an individual seeking Membership or renewal is underemployed and/or encounters barriers to accessing Membership categories, they are able to apply for a reduced rate for Membership at the discretion of the Executive Director. These Members will still be required to pay a non-refundable \$10 cooperative fee for Membership.

8.13 Independent Media Arts Access Network

Our organization is a member of the Independent Media Arts Access Network (IMAAN), which extends certain Membership privileges to artists who are Members of other artist-run centres that are themselves, Members of the Independent Media Arts Alliance, (IMAA).

Definitions

“Travelling artist”: The artist seeking access to services under IMAAN

“Home organization”: Production centre, access centre or co-op with which the Travelling artist is currently affiliated

“Host organization”: Production centre, access centre or co-op to which the artist is travelling (i.e., our organization)

(a) How to apply for access under IMAAN

At least two weeks prior to accessing the Host organization’s services, the Travelling artist ensures that their Home organization writes to the prospective Host organization by email and confirms:

- The artist's Membership level at their home organization. Because IMAAN Members have different names and types of Membership covering varying levels of support and access, the home organization should also provide the Host organization with a description of what the Travelling artist's existing level of Membership at the Home organization entails and covers.
- Confirmation that the Travelling artist's Membership at their home organization is in good standing.
- Date on which the Travelling artist's Membership at the home organization is due to expire.
- A positive reference from the Home organization for the Travelling artist (provided by current senior staff or a current board member of the home organization).

The Travelling artist also provides details to the prospective host organization about the project they will be working on and what kind of services they hope to access.

The host organization then studies the request and approves it, at its sole discretion.

(b) Applicable terms and conditions:

If approved, the Travelling artist will be subject to the same conditions and receive the same privileges as Members of the host organization, with the exception to certain privileges that are listed below.

- The Travelling Artist is to pay a \$10.00 Travel Artist Fee to the host organization to access equipment and facilities as a IMAAN Member in good standing. Once this fee is paid the Travelling Artist has access until the end of the fiscal year.
- The Travelling artist does not have voting rights and is not eligible to run for the Board of Directors of the host organization.
- The Travelling Artist must abide by the policies, bylaws, terms and conditions set by the host organization.

- The Travelling Artist must demonstrate to the Host organization's Production Coordinator that they are experienced with and skilled in using the equipment being requested.
- The Travelling Artist must acknowledge the support of the host organization, in the credits of the project, using text and/or logo supplied by the host organization.
- The Travelling Artist is not eligible for FilmPool production funding or equipment deferrals.
- Any revenues derived from the provision of services to the Travelling artist (rentals, admissions, training, presentation) will be retained by the host organization.

Article 9: **GENERAL POLICIES**

9.1 Travel

(a) Member Travel

- Whenever possible, to ensure continuity, delegations to media arts events will include one person with prior experience and one new person.
- Whenever a member is appointed co-ordinator of a FilmPool project or is sent to an event as a FilmPool representative, a formal written report must be presented to the board.

(b) Per diems

Subject to the approval of the board, the FilmPool shall pay Members travel per diems based on the [Saskatchewan Workers Compensation Board's current rates](#).

(c) Mileage Rate

Subject to the approval of the board, the FilmPool shall pay Members mileage rates for FilmPool related travel based on the [Saskatchewan Workers Compensation Board's current rates](#).

9.2 Office Supplies

All paper products utilised by the Filmpool shall be recycled and recyclable.

9.3 Correspondence

- (a) The Executive Director shall be empowered to open and reply to all correspondence addressed to the Saskatchewan Filmpool Cooperative. In addition, the Executive Director shall open and reply to correspondence addressed to the "President", former Executive Directors, "Accounts Receivable", and any other position related to the job description of the Executive Director.
- (b) All replies to correspondence should be handled appropriately; some matters should be brought to the board's attention.
- (c) All Filmpool correspondence addressed to a specific person, with the exception stated above, will be opened by that person only.

9.4 Office Accessibility

- (a) All offices of the Filmpool are locked and controlled by staff. Staff have the authority to cut and supply keys, change locks and codes, and provide access as necessary.
- (b) Materials available in offices may sometimes be of a confidential nature. As such, all Members must seek permission before entering or using staff offices. Staff have the right to not allow a member access to an office for the above reason.

9.5 Facility Policies

- (a) At no point shall processing chemicals be stored at the Filmpool without the expressed consent from the Board of Directors.
- (b) The Saskatchewan Filmpool Cooperative is a smoke-free zone.

Article 10: **FINANCE AND SPENDING**

As accepted by the Film pool Board, in accordance with GAAP and the Saskatchewan Co-operatives Act of 1989.

10.1 Board of Directors

Every member of the Board of Directors of the Film pool assumes a serious responsibility for the financial management of the co-op and is held legally accountable for its actions. Board Members, as trustees, are personally responsible for all the assets and all the debts of the organization. Board Members have the duty to manage the organization honestly, in good faith and in the best interests of the organization by using the care and diligence of a prudent person. Specific responsibilities of the board include goal setting and evaluation, long-range planning, establishing and maintaining financial controls, and understanding the organization.

10.2 Establishing Financial Controls

As a volunteer organization we have internal financial controls that serve to protect the assets and limit the liabilities of the organization. It is the responsibility of the Board of Directors to ensure that the system functions properly in order to prevent theft, fraud and bad management.

10.3 Executive Director

(a) The Executive Director must have a working knowledge of bookkeeping and accounting principles and procedures. The Executive Director has the responsibility for preparing and recording day-to-day financial activities and reports to the board concerning these activities.

(b) Duties:

- Ensure the preparation of timely, accurate and meaningful accounting records for the board, Members and funders (including: monthly financial statements, quarterly cash flow analysis).
- Provide accurate and detailed information to aid in the preparation of the budget.
- Safeguard and manage financial assets.

- Comply with federal and provincial reporting requirements including reporting wages, PST, and charity returns.
- Ensure that a fixed schedule will be adhered to in regard to all grant applications. Members of the executive will be responsible for the execution of this schedule. The executive, or at least three Board Members, will proofread and analyze each grant at least fourteen days before the deadline for the application. Revisions will occur, and a final review will occur two to three business days prior to the deadline so as to leave an adequate amount of time for the packaging and submission of the application. In extenuating circumstances, the executive may alter the schedule at their discretion.

10.4 Financial Records

In accordance with generally accepted accounting principles, the Filmpool uses the double entry bookkeeping method. The Filmpool's accounting records are audited annually on the accrual basis. In accordance with the Non-Profit Act, each year the Membership approves an independent auditor to review the financial records of the organization.

10.5 Cheques

- (a) Cheques are prepared as needed by the Executive Director and require the signature of two signing authorities.
- (b) Signing authority for the Filmpool consists of two of four signatories from the Executive Committee.
- (c) Original invoice(s) / receipt(s) must accompany cheques at time of issue. All e-transfers of \$500.00 or under made by the Executive Director between each board meeting must be compiled into one document and reviewed and signed by the Treasurer and a member of the Executive Committee.
- (d) Payments over \$500.00 must be approved by the Treasurer and a member of the Executive Committee.

10.6 Accounts Receivable and Deposits

All accounts receivables are entered in a cash receipts journal by the Executive Director. Each entry must indicate date, name of payee, amount received, cash, cheque or e-transfer received, reason for payment (or invoice number), and must be initialled. The Executive Director makes a bank deposit twice a month. For receivables of over \$500.00, a deposit must be made within 5 business days. Some funding is received via direct deposit.

10.7 Line of Credit

The Filmpool maintains an operational line of credit of \$5000.00.

10.8 Investments

When funds permit, the board authorizes the purchase of term deposits out of funds from our chequing account (#1726033). As a rule, the Executive Director is entrusted to determine the amount of money to be invested, length of term, and renewal of all term deposits. All interest earned and funds invested must be re-deposited to account 1726033.

10.9 Payroll

- (a) The Saskatchewan Filmpool Cooperative makes use of the payroll services offered by the SaskSport / SaskCulture administration centre. This centre ensures that staff are paid semi-monthly and that deductions for EI, CPP, Income Tax, and Medical Benefits are withheld.
- (b) The Board of Directors is empowered to engage and define the duties and fix the remuneration of employees as they deem appropriate (see individual employment contracts).

10.10 Bank Reconciliation

The Filmpool makes use of the bookkeeping services offered by the SaskSport / SaskCulture administration centre. Each month the bank reconciliation is forwarded to the Administration Centre for reconciliation with our accounts. The Administration Centre then provides a detailed report of revenues and expenses with assets and liabilities for the next board meeting.

10.11 Petty Cash

Petty cash is maintained at \$300.00. Receipts must be submitted in order to claim money from petty cash. At any time the amount of cash in the petty cash box plus the total of all receipts should equal \$300.00. Receipts equalling the amount of the cheque written to replenish petty cash must accompany the cheque submitted to the Admin Centre as backup documentation for accounting purposes.

10.12 Board Member / Staff Expense Claims

- (a) Claim summary and receipts must be submitted within 30 days of the expense taking place.
- (b) The Executive Director must approve all expenses before an expense claim will be accepted.
- (c) Out-of-town board Members who physically attend meetings of the Filmpool are compensated for their mileage based on the [Saskatchewan Workers Compensation Board's current rates](#).
- (d) If a board member has been selected to represent the Filmpool at a specific event, mileage, hotel accommodation and a per diem will be covered based on the Saskatchewan Workers Compensation Board's current rates.
- (e) Travel expenses must be approved by the board before the event.
- (f) Upon Board approval, Staff Members will be reimbursed for mileage, receive a per diem, and have hotel accommodation covered, when away on Filmpool-related business based on the [Saskatchewan Workers Compensation Board's current rates](#).

10.13 Inventories

Assets are capitalized and depreciated as inventory is purchased.

10.14 Income Tax Regulations

As a non-profit co-operative, the Filmpool does not pay income tax. No part of the Filmpool's income is payable to or available for the personal benefit of any member.

10.15 GST

Because the Filmpool has an operational budget over \$250,000/year the Filmpool must charge and then remit GST annually.

10.16 Charitable Status

The Filmpool is a non-profit charity and as such we are able to provide charitable receipts for donations. All receipts must be written in strict accordance with applicable charity legislation; all charity receipts must be written by the Executive Director of the Filmpool. Registration #0642710-22

10.17 Co-Operative Status

Registration #490014; the Filmpool is a registered Saskatchewan cooperative and must adhere to the Cooperatives Act. A yearly cooperative's return is completed and submitted by the Executive Director to Saskatchewan Justice (Information Services – Corporate Registry). The Annual Report is to be filed with the Corporate Registry not more than 30 days after the Annual General Meeting each year.

10.18 Payment to Directors

As a non-profit, charitable organization, no remuneration is to be paid to the Directors unless first approved by the Membership at the Annual General Meeting. Board Members, as Members, are still eligible for grants and equipment deferrals. This funding is provided at arm's-length to Members of the board and must adhere to our conflict of interest policy.

10.19 Record Keeping

Fully completed cheque stubs, paid invoices, cancelled cheques and bank statements are stored at the Filmpool office. The Filmpool retains all financial documents for seven years, after which they will be shredded and recycled.

10.20 Artist Fees

- (a) Unless otherwise agreed to, the Filmpool follows CARFAC or IMAA rates when paying filmmakers for their work. All screening fees are due at the completion of a screening and must be made by cheque or e-transfer to the Filmmaker(s).

- (b) Screening fees are not paid if the film was supplied by a distributor, or if the fee is waived by the Filmmaker. In addition, some screenings, such as the premiere screenings, do not pay fees because a waiver for that screening is specifically expressed in the contract.
- (c) Artists and filmmakers must also receive a speaking fee when lecturing, giving a workshop or otherwise fulfilling the Filmpool's mandate. These fees are negotiated with the filmmaker by the Executive Director and are based on standard CARFAC rates.

Article 11: **EQUIPMENT ACCESS**

As part of a positive environment for independent film creation, the Filmpool maintains an inventory of camera, lighting, grip, audio, and editing equipment primarily for use by the Membership. Non-Members may also access Filmpool equipment.

11.1 **Renter Definition**

A renter is any person or organization using or renting Filmpool equipment for any project, with or without deferral.

There are two categories of equipment access at the Filmpool, member access and commercial access.

11.2 **Member Rates**

- (a) Filmpool Members can rent and access equipment at member rates. Not all Members' projects are eligible for member rates. A member creating a film that is not eligible for member rates is considered a commercial renter. The Filmpool's insurance protects Members using Filmpool equipment (see Liability and Insurance, 11.10) and Members must be qualified to use the equipment.
- (b) Filmpool Members who have projects that originate in Saskatchewan, and who are in good standing, are eligible for Members' rental rates. These rates are a fraction of the commercial rental rates and are approved by the Board of Directors.

11.3 Member Rate Criteria

- (a) Members may apply for member rates for film or video projects that are non-commercial in nature.
- (b) Three criteria must be met before a project will be considered for Members' rental rates and/or project deferrals:
 - Does the Filmmaker retain the complete copyright?
 - Can the Filmpool show this work as support material to its funders?
 - Does the filmmaker have artistic control over all stages of the project including pre-production, production, post-production, and distribution?
- (c) All other projects fall outside the Filmpool's mandate, and their creators are considered commercial renters. Advertising, promotional, and industrial projects, for example, are not eligible for deferred rental rates and will be invoiced at the current commercial rates.
- (d) Members who feel that their project does not easily fit these categories and have been denied access to the Members' rental rate or the ability to apply for funding and deferrals may apply to the board on a case-by-case basis. The Board of Directors must approve all exemptions.

11.4 Commercial Rates

- (a) The Filmpool rents its equipment and facilities, to commercial productions, at prices above current commercial rates. Commercial rental rates are purposely set above current commercial rates to eliminate competition between the Filmpool and equipment rental companies. An equipment rental rate sheet is available.
- (b) Any person or production company may rent Filmpool equipment provided they have the necessary professional qualifications to use the equipment and insurance to cover any damage or loss to the equipment while it is in their care.
- (c) Commercial renters must provide proof of insurance when renting Filmpool equipment. This will be outlined in the rental agreements.

11.5 Approval for Use

- (a) Prior to renting equipment or facilities, renters must exhibit prior knowledge and skill in the use and care of the equipment. People unable to demonstrate the necessary skills are encouraged to take regularly scheduled equipment workshops. Individual workshops may be arranged through the Production Coordinator. Individual workshops may be provided by Filmpool staff or other qualified individuals at the fee stated on the Saskatchewan Filmpool Cooperative Equipment List – Members' Rate sheet, which will be updated as needed. Arranging an individual workshop will be at staff convenience.
- (b) The Production Coordinator, board, or the Executive Director, have the right to suspend access to equipment if fees are in arrears, for non-compliance with the terms and conditions of Filmpool policy, and if incompetence, misuse, or neglect of equipment is shown.
- (c) The Saskatchewan Filmpool Cooperative will not support works that contravene the Criminal Code of Canada, either through production funding, equipment access, or programming and exhibitions. When it appears that a work may contravene the Criminal Code, the Filmpool will require the filmmaker to obtain legal opinion stating that the work will not contravene the Criminal Code, and to submit that opinion to the Board of Directors.

11.6 Conditions of Use

- (a) All renters must sign the Equipment Use Agreement Form before any equipment is released to their custody.
- (b) Filmpool equipment may not be leased or loaned to any other person, production or organization, and the equipment shall remain at all times under the immediate control, supervision and direction of the renter.
- (c) Equipment may not be removed from the province of Saskatchewan, nor be taken from the ground in an airplane, helicopter, boat, or used for stunt purposes (including car or other vehicle mounts) without prior written consent from the Production Coordinator and the Production Committee chair. Additional insurance will be required for such use of equipment. Equipment being used outside North America will always require additional, prepaid insurance, and permission from the Production Coordinator and the Production Committee chair.

- (d) The Filmpool prohibits the use of live fire rounds, including all actual ammunition, blank ammunition or other "defused" munitions or ammo on projects that are in any way assisted by the Filmpool. This includes member or commercial rental of equipment, projects assisted under the Filmmakers Production Assistance Program, and any projects by Affiliate or IMAA Network members or other partnerships.

11.7 Equipment Bookings

- (a) All equipment bookings are made through the Production Coordinator. Equipment may be booked during Filmpool business hours. It is the renter's responsibility to confirm all bookings.
- (b) Bookings must be made a minimum of 24 hours in advance. Larger equipment rentals may require more time.
- (c) Equipment must be checked out between 12:00 pm and 4:30 pm, Monday to Friday. When checking equipment out, renters should carefully inspect all pieces before leaving the premises as they accept full liability for damages found upon return of the equipment. All equipment has been checked prior to its release by staff, with damage as noted. Any new damage will be noted and charged to the renter.
- (d) Equipment is due back by 11:00 am on the date of return unless prior arrangements have been made with the Production Coordinator. Late equipment will be billed as an additional day's rental. This late fee must be paid before any other equipment can be released.
- (e) All cancellations must be declared a minimum of 24 hours prior to the period booked. Failure to do so will result in a \$30.00 penalty to cover the inconvenience of getting the equipment ready, and for preventing others from using the equipment during this time.
- (f) Equipment bookings of over two weeks duration or extensions of this nature must be approved by the Production Committee chair and the Production Coordinator.

11.8 Facility Bookings and Use

- (a) Facility bookings may be made during office hours in consultation with the Production Coordinator. Renters may also use the facilities on a drop-in basis. In the case of conflicts, a pre-booked facility use takes precedence over drop-in. A facility booking will be forfeit if the facility user is more than thirty minutes late for their booking.

- (b) Members and Non-Members booking the common area are required to pay a \$40.00 deposit.
- (c) Renters must supply their own editing supplies (external harddrives, tape, cores, leader, etc.) and are responsible for keeping the rooms and work surfaces clean. Renters not leaving edit rooms in a clean and immediately usable state, may have access privileges suspended and/or may be charged a cleaning fee. Cleaning fees are \$25.00 per hour.
- (d) Members using the editing suites may use the Filmpool's hard drives for projects that have received funding at a grant deadline and have been issued an FP number. There should be consultation between the Member and the Production Coordinator regarding how much space on the hard drive will be utilized, and the time frame involved.

Members creating work that has not been issued an FP number must provide their own hard drive for editing purposes even if their project has received equipment deferrals or member rates status.

- (e) Commercial renters must supply their own hard drive for either suite.
- (f) The Filmpool is not responsible for lost, missing, damaged or stolen editing materials including but not limited to computer files, tape or film stock, hard drives, or cameras left at the Filmpool.
- (g) Staff performs monthly maintenance on Filmpool computers. Files saved on the editing suite computers, may be removed if they are improperly named, stored in an inappropriate area or if the filmmaker to which they belong has not made progress on the project during the previous four months.

11.9 Deferrals

- (a) Definition

A deferral is a reprieve from the commercial rental rates normally associated with Filmpool equipment use. A deferral allows a filmmaker to postpone payment of some or all rental fees until a project generates a return on investment. Should a film generate a profit the Filmpool is entitled to the full commercial rental rates that have been indefinitely deferred. Member rates are considered a partial deferral.

- (b) Members may also apply for project deferrals through the Filmpool's grant application deadline.
- (c) During the application process, a jury allocates funding and equipment/facility deferrals to applicants. Deferrals are used to offset some or all the cost of Filmpool equipment rental and are not transferable to other expenditures (courier costs, film purchases, workshop fees, etc.) on a member's account. A project must meet the Member Rate Criteria (Section 11.4) to be eligible for Filmpool grants.
- (d) Deferrals may be declared void by the Board of Directors if a member placed false information on the Filmpool Member Rate application, or Filmpool grant application, or if the film generates a profit that is not reported to the Filmpool.

11.10 Liability and Insurance

- (a) The Filmpool does not assume responsibility or liability or make any representation for the performance of its equipment and facilities. The renter discharges the Filmpool from all damages whatsoever resulting from the performance and/or malfunctioning of said equipment or facilities, whether or not there is fault or negligence on the part of the Filmpool.
- (b) Filmpool equipment rented by a member is insured for loss, theft, and damage within North America. In all cases the renter will be responsible for paying any deductible or the repair/replacement costs on equipment insured by the Filmpool, whichever is lesser. Should the loss or damage not be covered by the Filmpool insurance policy, due to action or inaction on the part of the renter, the renter will assume the full repair/replacement cost of the equipment affected.
- (c) Renters are responsible for insurance on equipment used or transported outside North America.
- (d) Commercial renters must secure independent equipment insurance before equipment will be released.
- (e) If a piece of equipment becomes inoperable during a rental, the renter should not attempt to repair it. The renter must return the equipment to the Production Coordinator, and fill out an Equipment Fault Report. Renters attempting to repair the equipment will be billed for the cost of professional repair services.

- (f) Acceptance by Filmpool of returned equipment does not constitute a waiver of the renter's responsibility for damage or loss. Only when the Production Coordinator is satisfied that the equipment has been returned appropriately will such a waiver be granted.
- (g) If there is an equipment fault not caused by the renter, rental fees will be waived for the duration of the equipment's malfunction.
- (h) Burned-out or damaged bulbs must be returned, or will be charged as lost.
- (i) Regardless of the rental structure, the Filmpool does not offer production insurance for recovering production costs such as lost or damaged film, re-shooting costs, or liability to cast, crew or locations. Production insurance is the responsibility of the renter.

11.11 Deposits and Fees

(a) Equipment

- All Renters must pay a \$30.00 deposit before equipment is taken out of the Filmpool, with the exception of the ARRI SR11 package. The deposit will be returned to the renter when the equipment is returned to the Filmpool in satisfactory condition. Renters of the Arri SR II camera package must pay a \$500.00 refundable deposit.
- When rented equipment is returned, the Production Coordinator will assess its status to ensure it is in the same condition as when it left the Filmpool. Typically the equipment is not assessed on the same day it is returned. Therefore acceptance by the Filmpool of returned equipment does not constitute a waiver of the renter's responsibility for damages or loss. A waiver will be granted when the Production Coordinator is satisfied the equipment has been returned in satisfactory condition.
- At the discretion of the Production Coordinator, an equipment deposit will be forfeited if equipment is returned late, damaged, soiled, incomplete, or improperly packaged. The Filmpool will also bill the renter for expenses beyond the deposit. Additional expenses may include:
 - Professional equipment repair (at current rates)
 - Replacement of missing items (at current market rates)
 - A \$30.00 per hour labour charge for cleaning, packing and/or repair

- Replacement of any materials or parts required to repair damaged equipment (at current market rates).

(b) Facilities

- People wishing to access Filmpool facilities outside business hours may sign out the appropriate keys and obtain a security access code for the alarm system.
- A \$5.00 per key deposit is payable on receipt of keys. Keys must not be duplicated. Keys not returned within 30 days of the due date will be considered lost. If keys are lost the key deposit is forfeit and the person responsible will be billed for the full replacement costs of the relevant locks and keys.
- Renters will be billed for facilities and editing equipment that is stolen, damaged, or lost during their use. They will also be billed for any cleaning required as a result of their use. Fees are similar to those listed above for equipment that has been inappropriately returned.

11.12. Credits

- (a) Production grants, and equipment and facility rentals (reduced member rates and deferrals) constitute a form of Filmpool assistance to the filmmaker, and as such the Filmpool must be fully acknowledged and credited in any film receiving such assistance.
- (b) The Filmpool's logo must be used in the credits of any project that rents Filmpool equipment. This is outlined in the rental agreements.
- (c) Copies of finished projects created using Filmpool equipment or facilities must be provided to the Filmpool.
- (d) If necessary, Members will supply a copy of Filmpool-assisted films to the Filmpool free of charge for purposes of screening for funding agencies.

11.13. Partnerships and Equipment Use for Non-Profit Organizations

- (a) The Filmpool offers Affiliate Memberships to non-profit organizations for \$75.00 a year. This Membership will enable the organization to rent equipment as a member. Membership

benefits will only apply to the organization, not to Members of the organization.

Organizations are not entitled to full equipment deferrals, Filmpool grants, voting rights, or to become Board/Committee Members.

- (b) Organizations participating in collaborations or partnerships with the Filmpool may be granted full deferrals at the discretion of the Executive Director.

Article 12: **VOLUNTEER POLICY**

12.1. **Purpose**

For the Filmpool to thrive, it needs to be more than just a place that provides filmmakers access to equipment. It needs to be a community of filmmakers, and one way to build that community is to work together.

The Filmpool needs volunteers to carry out its programs. As a cooperative, the Filmpool relies on the volunteer labour of its Members.

The Filmpool recognizes that some Members are too busy to make a significant volunteer commitment to the Filmpool. We need to be able to accommodate those Members, even while we try to encourage volunteerism.

12.2. **Tracking Volunteer Hours**

- (a) For each hour of “volunteer work” a member performs they will be credited with \$20.00 worth of “Filmpool Bucks” that can be used towards equipment or facility rentals. For the purpose of this policy, “volunteer work” will include committee meetings for Members or board Members on a committee, (but not for the chair of any committee). Policy Committee meetings, board meetings, and the Annual General Meeting will not be considered “volunteer work”. All “volunteer work” requires the approval of the Executive Director in order for a member in good standing to receive “Filmpool Bucks” for what is considered “volunteer work”. The Executive Director should be contacted to determine if an activity is able to be considered eligible for volunteer hours. The Member is ultimately responsible for tracking and reporting their hours to the staff so a record of their hours can be kept by the Filmpool.

- (b) If a member takes on a significant task-curating a screening, for example--they will be notified by the Executive Director of the value of such work in terms of any "Filmpool Bucks" that they would be credited with for such "volunteer work".

12.3. Redeeming Volunteer Hours

- (a) "Filmpool Bucks" can be used towards equipment or facility rentals. However, no member shall receive more than \$200.00 in "Filmpool Bucks" for any single task.
- (b) "Filmpool Bucks" may be used for equipment or facility rentals only. "Filmpool Bucks" cannot be used for the purchase of film stock, supplies, courier costs, etc.
- (c) "Filmpool Bucks" cannot be used to cover deposits for the use of facilities or equipment.
- (d) "Filmpool Bucks" earned through "volunteer work" can be utilized by the member in good standing within a 5-year time frame. The member will receive a reminder of this policy from the staff in a timely fashion before the 5-year term expires in order for the member to be able to use their "Filmpool Bucks" before expiration.

Article 13: FILMPOOL PRODUCTION ASSISTANCE PROGRAM – GRANTS

13.1. Mandate

The purpose of this program is to support the production of independent Saskatchewan films. Through a jury process, the Filmpool provides resources in the form of cash grants and equipment/facility deferrals to assist productions.

13.2. Access Statement

- (a) The Saskatchewan Filmpool Cooperative is a production access centre and will support any production regardless of content, media, crew calibre, or size. The Filmpool bases its support on the artistic quality of a production and uses an arm's length, independent jury to assess that quality.
- (b) All jury recommendations must be ratified by the Board of Directors.

(c) Criteria whereby a production will not be supported are outlined in article 13.10.

13.3. Filmpool Grants

(a) The Saskatchewan Filmpool Cooperative provides five different grants:

- Emerging Filmmaker Fund
- Production Grants
- Post Production Grants
- Distribution Fund
- Trudy Stewart Award

(b) Member rental rates for equipment/facilities may be deferred through an application at the funding deadline. These deferrals are considered corporate deferrals and are payable to the Filmpool after equity investments and wage deferrals have been repaid.

13.4. Emerging Filmmaker Fund

(a) The Emerging Filmmaker Fund was established to assist filmmakers in the transition from an educational program, or an amateur level, to the industry.

(b) Filmmakers may only access this fund once, to a maximum of \$800.00. Post-secondary students cannot use this fund to work on projects completed for school. Any member without a previous FP (Filmpool Production) numbered project may access this fund.

(c) Members may also apply for \$1,000 in member equipment/facility rental deferrals through this fund; post-secondary students are not eligible for these deferrals.

(d) Each year \$2,400.00 will be allocated to the Emerging Filmmaker Fund.

13.5. Production Grants

(a) Production grants are provided to films entering the production phase of a project.

(b) Grants are available to eligible Filmpool Members only (See 13.10, Grant Eligibility) and come in the form of financial support and deferrals of equipment.

- (c) Filmmakers may apply for a maximum of \$2,500 in cash to be used on the production, and \$2,500 in equipment deferrals.
- (d) Production-funding applications include a question about what volunteerism the applicant is willing to do for the Filmpool. The Filmpool may call upon the successful applicants for volunteering activities.

13.6. Post-Production Grants

- (a) Post-Production Grants are provided to films entering the post-production phase.
- (b) These grants are available to eligible Filmpool Members only (See 13.10, Grant Eligibility) and come in the form of financial support and deferrals of equipment.
- (c) Filmmakers may apply for a maximum of \$2,500 in cash and \$2,500 in deferrals.

13.7. Distribution Fund

- (a) The Distribution Fund was established to assist filmmakers in the distribution and dissemination of their productions to festivals, cinemathèques, artist-run-centres and broadcasters. Filmmakers may also access this fund to assist in the creation of a film print (16mm or 35mm) for distribution.
- (b) The fund may only be accessed by eligible Filmpool Members (See 13.10, Grant Eligibility) and may only be accessed for a maximum of \$1,000.
- (c) Filmmakers may access the fund for assistance with a 16mm or 35mm print while completing their post-production grant.

13.8. Trudy Stewart Award

- a) The Trudy Stewart Award is a separate fund from the Filmpool Production Assistance Program Grants Funding applications with separate adjudication.
- b) Eligible applicants are Indigenous: First Nation, Metis, Inuit, who are full Members of the Saskatchewan Filmpool in good standing at the time of application. The \$1,000 prize is to be used for production or post-production costs for a project by the successful applicant.

- c) The award amount is \$1,000 CAD for production or post-production costs for a project by the successful applicant.
- d) Applicants to the Trudy Stewart Award are also eligible to receive funding from the FilmPool Production Assistance Program (FPAP) and apply for both with the FPAP Application Form.

13.9. Grant Deadlines

- (a) Once a year the Saskatchewan FilmPool Cooperative provides grants through the FilmPool Production Assistance Program, for the creation of independent films in Saskatchewan.
- (b) The deadline is April 15 of each year for all grants in the FilmPool Production Assistance Program.

13.10. Grant Eligibility Process

- (a) Grants are only available to Full Members who have a Membership in Good Standing. Grants will only be considered from Members meeting these requirements who have submitted the completed FilmPool Production Assistance Grant application form and all required documents.
- (b) FilmPool grants are only available to Saskatchewan residents; the definition of a Saskatchewan resident is a person who maintains a permanent residence in Saskatchewan for a minimum of four months of the previous calendar year.
- (c) Students may only access the Emerging Filmmaker Fund. They are not eligible for the other grants.
- (d) All grants are initially processed by the Production Coordinator and assessed to see if they meet the criteria established in the Production Assistance Grant Policy. These applications are then passed to an arm's length jury that assesses the applications and ranks them accordingly.
- (e) Members may have up to two projects on the production books at one time and the Production Committee shall not allocate more than one FP number per member at any production submission deadline, except for the Distribution Fund.

13.11. Jury Process

- (a) At the application deadline, a jury is convened by the Production Coordinator with assistance from the Production Committee chair, or someone appointed by the chair. The jury is convened as soon as possible following the deadlines and must be composed of three jurors.
- (b) The jury is an autonomous group of individuals selected to represent the Filmpool. The Production Coordinator and Production Committee chair assist the jury through the process, but are not involved in any of the decision making. This process is outlined in the Peer Adjudication Process document (*See Appendix 04: Peer Adjudication Process*).
- (c) Of the three jurors selected, at least one has to be a filmmaker from the Filmpool Membership. All jurors must have an acknowledged history in the film and/or arts community. No juror should be in a conflict of interest with any of the applications. Any potential conflict of interest must be disclosed as soon as it is apparent to the juror. All jury members are required to abide by the Filmpool's Code of Ethics, the Jury Agreement Form, the Jury Adjudication Guide, and the Peer Adjudication Process.
- (d) The jury will be provided with all the applications to be considered for funding at the deadline. The decisions of the jury are directed by information contained in the Jury Adjudication Guide. That document outlines the methodology used to determine the success or failure of a given application. Jurors will rank all applications according to criteria laid out in those documents and will provide funding allotments that must be ratified by the Board of Directors.
- (e) Jurors are asked to keep notes and to make jury notes available to applicants upon request.
- (f) The identity of jurors is kept anonymous until the end of the fiscal year.

13.12. Board Ratification

- (a) Once the Jury has made recommendations for funding, all financial decisions have to be ratified by the board at a board meeting. Board Members may choose not to ratify jury recommendations if the following conditions are met:
 - The applicant is no longer a member in good standing.

- The board may opt not to ratify a recommendation for various other reasons, however a unanimous decision by the board is required for this to take effect.
- (b) To maintain the integrity of the Filmpool Production Assistance Program, board Members may only deny funding or opt to have another jury review the applications if the jury's recommendations are not ratified by the board.

13.13. Jury Remuneration

All jurors are remunerated for their time and expertise. This remuneration is determined at a base recommended by [IMAA rates](#).

13.14. Filmpool Funding Criteria

- (a) All funding applications will be assessed under the following criteria:
- Is the applicant a Full member in good standing?
 - The applicant completed the application form and included:
 - Cover letter.
 - Detailed summary and/or draft of script.
 - Detailed budget on standard Filmpool form that includes full costs and deferrals. No retroactive costs will be considered.
 - Treatment.
 - A statement of artistic intent.
 - Proposed crew list.
 - Timelines for production w/ estimated completion date.
 - A sample of a deferral contract.
 - A sample of previous work (with the exception of the Emerging Filmmakers fund).
 - Filmmakers are encouraged to submit any other material they feel is relevant.

- The application must meet these three criteria:
 - Does the filmmaker retain the complete copyright?
 - Does the filmmaker have artistic control over all stages of the project including pre-production, production, post-production and distribution?
 - Can the Film pool show this work as support material to its funders?
 - The production does not contravene the Criminal Code of Canada.
- (b) Jurors are asked to rank the applications based on the material provided to determine the merit of the project, the track record of the applicant, feasibility, and artistic intent. Jurors are also asked to identify projects that they do not wish to fund.
- (c) Since the Film pool's mandate includes promotion of all areas of filmmaking; an effort will be made to balance areas of production as evenly as possible (e.g. documentary, dramatic, animation, experimental, in the development of emerging, and the advancement of experienced filmmakers).

13.15. Allocation of Funds

- (a) Each year the Film pool makes available a minimum of \$12,000 in cash for production grants and a maximum of \$30,000 in deferrals.
- (b) Once the board has ratified a jury's allocation, several conditions must be met for the filmmaker to receive their support:
- A Film pool Production (FP) number must be assigned to the production.
 - A contract must be signed between the filmmaker and the Film pool.
 - A request for equipment must be submitted before deferrals may be allotted.
 - A payment of the total grant is given to the filmmaker upon signing the contract.
- (c) Grants are issued to a filmmaker, not to a production company.

13.16. Conditions of Financial Support

- (a) Filmpool funding (cash or deferral) cannot be allocated retroactively. Expenses incurred prior to the funding deadline (including member rental fees) cannot be addressed by the jury.
- (b) Any expenditures over and above the allotted amount shall be the sole responsibility of the filmmaker.
- (c) When credit on account cannot be obtained the goods can be shipped C.O.D. (e.g. film stock) or the amount can be billed to the filmmaker, the invoice brought to the Filmpool, a payment is issued and the goods can be delivered.
- (d) Filmpool will not pay invoices for services or goods not included in the original budget, which is approved by the board.
- (e) All grants and deferrals provided to Members constitute an investment in a member's production. Therefore, a film produced with the Filmpool's assistance will include the credit "Produced with the assistance of the Saskatchewan Filmpool Co-operative". The Filmpool's logo and wordmark must be included in the credits of all productions. The Filmpool credit will have equal treatment as other funders.
- (f) No one may use the Filmpool name to conduct business without approval from the Filmpool.
- (g) Filmmakers who do not complete their project will have to reimburse the grant in its entirety. If an extension is required communication should be made to the Filmpool.
- (h) Filmmakers refusing to follow the above policy risk losing their production funds and, on the decision of the board, could have their Membership in Good Standing revoked.

Article 14: **PROGRAMMING**

14.1. **Programming Transparency**

- (a) In the development of any Filmpool programming that has the potential for financial, professional, or creative opportunity to Filmpool Members, a call for submissions and process of open competition must take place, (given there is reasonable time to do so). A clearly outlined set of criteria will be established prior to the call. The general process for these calls will be in keeping with the understanding of the Filmpool as a cooperative which exists for the benefit of its Members.

- (b) The policy will allow for occasions in which the Board may approve to dispense with this if the situation warrants it (i.e. programmer empowered by board; single artist event, etc.).
- (c) Screening Formats: The Filmpool only accepts projects for screening on digital and film.

Article 15: **DONATIONS POLICY**

15.1. **Purpose**

As a not-for-profit, charity-based organization the Filmpool relies on funding from government and private industry sources. The Filmpool actively seeks these resources and has set aside human, financial and time resources to ensure that it is successful in its applications.

As a public institution the Filmpool must be able to account for all donations and sponsorships from its supporters. Since it must be able to account for these funds both financially and ethically, the following policy was developed.

15.2. **Definitions**

For the purposes of this policy the term “gift” applies to donations and/or sponsorships.

- (a) A Sponsorship is a gift where some return for the donor is implied. This return has been mutually agreed upon prior to acceptance of the sponsorship.
- (b) A Donation is a gift to the Filmpool where no return is expected by the donor.
- (c) In-kind gifts are donations or sponsorships where goods and/or services are given to the Filmpool.

15.3. **Grants and Government Sources**

- (a) Every year the Filmpool receives operational and programming funding from various sources. The Filmpool actively seeks out this funding and has hired an Executive Director and programming staff to ensure that this funding is successful.
- (b) The Executive Committee must review all operational grants with at least two (2) weeks of anticipation to ensure that they represent the Filmpool accurately and appropriately.
- (c) All organizational grants must be signed by the President or the Executive Director prior to their release to the government agency.

15.4. Private Sources

- (a) The Filmpool also actively seeks funding from private sources to ensure its financial stability and community involvement. Private funding sources include, but are not limited to, private companies, crown corporations and non-governmental offices, universities, Members and individuals.
- (b) All private funding sources are to be approached by the Board of Directors or an appointed designate. Sponsorship or donation packages will be developed that are appropriate to the vision and mandate of the Filmpool. An appropriate recognition will be provided to the sponsor or donor in accordance with the sponsorship package and/or any negotiations entered into by the Board of Directors or the Executive Director.

15.5. Conflict of Interest

- (a) All donations, either in-kind or cash, provided to the Filmpool or its Board of Directors are gifts to the organization. As such no rider, condition or limitation may be set to the gift that has not been negotiated and discussed by the Board of Directors or their representative.
- (b) All sponsorships must have a mutually agreed upon set of conditions for the Filmpool to accept the gift. This set of conditions is binding to both parties, and must be complied with in good faith. Any changes to these conditions must be made, and accepted by, both the Filmpool and the sponsor.
- (c) Gifts that are given to the Filmpool with any rider, condition or limitation that has not been approved prior to the donation will not be accepted. Any acceptance of a donation or a sponsorship by a Director, staff member or member for the purposes of affecting policy, financial, or programming decisions will be in a conflict of interest position and must be

declared. The Board of Directors may choose to apply disciplinary action against the Director or the staff member as appropriate.

- (d) If at any time a donor or sponsor attempts to use their gifts to request a change to policy, financial gain or to affect programming decisions, a letter will be sent from the Board of Directors. This letter will advise the sponsor or donor that this term has not been agreed upon as a condition of their donation or sponsorship, and they may at that time choose to withdraw the request or request the return of the donation.
- (e) Under no circumstances will a gift be received to affect the outcome of grant decisions, a policy or bylaw change, or in the furtherance of an illicit or illegal activity.

15.6. Return of Donations

- (a) Where possible the Filmpool will return all donations and sponsors in their entirety if requested to do so. This request must come in writing from the donor or sponsor, and should indicate the reason for the return.
- (b) Requests for a return of any donation or sponsorship past the end of the fiscal year cannot be accepted.
- (c) If a return of the gift is not possible a letter from the Board of Directors or the Executive Director will be sent to the donor/sponsor with an explanation.

15.7. Recognition

- (a) All donations and sponsorships must be recognised by the Filmpool. The details of that recognition must be negotiated between the Filmpool and the donor or sponsor; the greater the gift, the greater the recognition.
- (b) Recognition of a sponsor includes, but is not limited to, the inclusion of the name and logo of the sponsoring or donating company or individual in ads, programs, printed materials and film credits. Recognition may also include the naming of programs and events at the Filmpool.
- (c) All gifts above \$20.00 will be provided with a charitable receipt for tax purposes

15.8. Charitable Receipts

- (a) The Filmpool is a registered charity with Canada Revenue Agency (CRA) and as such it can provide charitable receipts for all gifts provided. All charitable receipts must be in accordance with the regulations established by the Charities Directorate of the CRA.
- (b) Receipts may only be provided for the amount of cash or financial documents gifted, or the demonstrable value of in-kind donations. At no time can a receipt be provided for services.
- (c) All receipts must be completed by the Executive Director from the charitable receipt book kept in the Filmpool offices. These receipts are numbered and stored for the purposes of gifts only. Receipts will indicate the amount of the gift, the name of the donor or sponsor, the reason for the gift, the charitable number of the Filmpool, and the signature of the Executive Director.
- (d) In addition, all gifts will be tracked by the Executive Director, and a copy of the receipt book and the gifts file will be provided to the auditor for review.

Appendix 01: **BYLAWS**

1. DEFINITIONS

In these and all other bylaws of the cooperative, unless the context otherwise requires or specifies:

- (a) "Act" means the Cooperative Act, 1989, as amended or replaced from time to time, and in the case of such amendment, any reference in the bylaws of the cooperative shall be read as referring to the amended provisions,
- (b) 'the Cooperative' means the SASKATCHEWAN FILMPOOL COOPERATIVE, which adopts these bylaws,
- (c) "the directors", "Board" and "Board of Directors" means the directors of the Cooperative for the time being,
- (d) "in writing" and "written" include words printed, painted, engraved, lithographed, photographed or represented or reproduced by any mode of representing or reproducing words in visible form,
- (e) "regulation" means the regulations, from time to time, passed by the Lieutenant Governor in Council pursuant to the Act,
- (f) the headings used in the bylaws are inserted for reference only and are not to be considered in constructing the terms thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms,
- (g) all terms contained in the bylaws and which are defined in the act shall have the meanings given to such terms in the Act,

- (h) words importing the masculine gender shall include the feminine, and words importing the singular shall include the plural and vice versa.
- (i) With regard to the Filmpool mandate and bylaws, "film" is defined as including all time-based media primarily for single channel exhibition, including 8mm, 16mm, 35mm, video, digital video and HD (High Definition). This definition applies to the mandate, bylaws, policies and other documents.

2. REGISTERED OFFICE

The registered office of the cooperative shall be located in the CITY OF REGINA, in the Province of Saskatchewan.

3. FISCAL YEAR

The fiscal year of the cooperative shall end on the 31st day of MARCH in each year.

4. QUALIFICATION OF Members

- (a) Membership shall be open to anyone who can use the services of the cooperative and supports the goals and objectives of the cooperative.
- (b) To become a member of the cooperative a person must submit a written application in the form prescribed by the Board of Directors and the said application must be approved by the board and recorded in the minutes.
- (c) Each application for Membership must be accompanied by a minimum payment of \$10.00, NON-REFUNDABLE, for the purchase of a Membership in the cooperative.
- (d) There shall be no joint Members.
- (e) There shall be no transfer of Memberships.

5. FEES

- (a) No member shall collect any interest on fees that have been paid and all fees or dues are non-refundable.
- (b) The Board of Directors may establish a monthly/yearly Membership fee, maintenance fee, user fees or dues and set the time and manner of payment of such charges.
- (c) An operating deposit, loan, may be required from each member. The manner and time of payment of such a deposit or loan shall be established by the board of directors. The amount of the deposit shall be based on the volume of business or use of equipment by the member and shall be set by the Board of Directors. The deposit is fully refundable to the member upon withdrawal of Membership, or the discontinued use of service. No interest will be paid to the member on these deposits.

6. SURPLUSES

Any surplus arising from the yearly operation of the cooperative shall be transferred to a reserve account and shall not be payable to any member.

7. WITHDRAWAL OF MEMBERSHIP

- (a) A member may withdraw from the cooperative by giving to the Secretary of the cooperative 30 days notice his intention to withdraw.
- (b) The board, by resolution, may accept any application to withdraw upon shorter notice.
- (c) The cooperative shall not pay production assistance allocations held to the credit of a member, once the Board has accepted the member's application to withdraw.

8. DIRECTORS TERMINATION OF MEMBERSHIP

- (a) The directors may by a two-thirds majority vote at a meeting duly called, order the retirement of a member from the cooperative.
- (b) The Secretary of the cooperative shall within 10 days from the date on which the order is made notify the member in writing of the order.
- (c) The member may appeal from the order to the next general Membership meeting of the cooperative by giving written notice of his intention to appeal to the Secretary within thirty (30) days from the date he has received notice.
- (d) Where the member makes the appeal a two-thirds majority shall be required to rescind the order.
- (e) If the retirement of a member is ordered in accordance with the provisions of this bylaw, the cooperative shall not pay production assistance allocations held to the credit of the retired member.

9. VOTING

- (a) Members shall vote:
 - i) by a show of hands; or
 - ii) where three Members entitled to vote at a meeting so demand, by secret ballot;
 - iii) election of directors shall be held by secret ballot.
- (b) There shall be no voting by mail.
- (c) Proxy votes are allowable and must be presented at any question by another member charged by the first as their proxy. All proxy votes are cancelled if the question is amended.
- (d) No member is entitled to more than one vote on any question.

- (e) The chairman of the meeting has the right to vote but is not entitled to a second vote in the event of a tie.
- (f) Subject to other provisions of the Act and these bylaws, a majority of Members who are present and cast votes at a meeting shall decide all questions. Where there is an equality of votes, the motion is to be declared lost.

10. BYLAWS

Members of the cooperative may, at any annual meeting or special meeting called for the purpose, enact, amend, repeal, replace or confirm any bylaws, where written notice of the proposed enactment, amendment, repeal, replacement or confirmation is:

- (a) Forwarded to each member of the cooperative with the notice of the meeting at which the enactment, amendment, repeal, replacement or confirmation is to be considered, by a majority of the votes cast at the meeting;
- (b) Not forwarded to each member of the cooperative with the notice described in clause (a) by a two-thirds majority of the votes cast at the meeting.

11. DIRECTORS

- (a) Directors shall be elected at the annual meeting.
- (b) Directors hold office until the conclusion of the meeting at which their successors are elected.
- (c) That the Board of Directors for the Saskatchewan Filmpool Cooperative be composed of no less than seven and no more than eleven Members in good standing.
- (d) Directors shall be elected for a two-year term provided that there be a rotation of terms to allow the election of a portion of the directors each year. Individuals must be a member for ninety (90) days before becoming eligible to be elected as a director. Directors are eligible for re-election.
- (e) The Members of a cooperative may, by resolution approved by two-thirds of votes cast at a general meeting, remove any director from office.
- (f) Where there is a vacancy on the Board of Directors and
 - i) Where there is a quorum of directors, the remaining directors may exercise all the powers of the directors or may fill the vacancy until the next meeting.
 - ii) Where there is not a quorum of directors, the remaining directors shall call a general meeting for the purpose of electing Members to fill any vacancies.
- (g) Unless these bylaws provide otherwise, the Board of Directors shall:
 - i) exercise the powers of the cooperative directly or indirectly through the employees and agents of the cooperative; and
 - ii) direct the management of the business and affairs of the cooperative.

- (h) Any remuneration paid to directors must be approved by the Annual General Meeting.
- (i) The quorum at board meetings shall be a majority of the board.
- (j) All cheques will be signed by two designated officers. The cheque signing officers shall be stated yearly and recorded in the minutes.

12. OFFICERS

The Board of Directors shall:

- (a) Appoint a President from among the number.
- (b) Appoint a Vice-President from among the number.
- (c) Appoint a Secretary, or Secretary-Treasurer who may, but need not, be a director.
- (d) Designate the offices of the cooperative, appoint persons, as officers, specify the duties and designate powers to manage the business affairs of the cooperative for them.

13. DISSOLUTION

Upon the dissolution of the cooperative, the distribution of property and unallocated surplus shall be paid to another non-profit organization according to the special resolution to dissolve.

Appendix 02: **CODE OF ETHICS**

SASKATCHEWAN FILMPOOL CO-OPERATIVE

CODE OF ETHICS

PREAMBLE

The Saskatchewan Filmpool Code of Ethics states policy related to conflict of interest and confidentiality for Board Members, employees, jurors, and other outside advisors. Of primary importance is the need to preserve public confidence in the integrity of peer assessment of grant applications and in the impartiality of the Filmpool.

The Saskatchewan Filmpool demands a high standard of conduct known as the fiduciary duty, which embodies concepts of integrity, fidelity, confidence, fairness, non-competition, and good faith.

The management of the assets of a Non-Profit Artist-run Co-operative must always be in the best interest of the institution. Members are legally bound to act for the benefit of the institution, and cannot put bias or personal interest ahead of the interest of the institution; for which they hold fiduciary duty.

Members of the Saskatchewan Filmpool must avoid real and apparent conflict between their private interests and public duties so that public confidence can be maintained in the integrity of the process by which the Saskatchewan Filmpool funds are distributed.

The Saskatchewan Filmpool recognizes if the mandate of the Board is to be accomplished, the Board needs to be well informed about Filmmaking activity in the community served. All parties involved in the granting system are chosen for their expertise. Employee selection is based on knowledge and background in Filmmaking; consultants and contract employees are engaged for their unique expertise; Board Members provide interest in and knowledge of the arts; jurors and advisors contribute their direct knowledge and personal experience as well as artistic judgement. This may mean individual Members may be filmmakers or have links to filmmakers who are potential worthy recipients.

Conflict of interest may exist whether or not a pecuniary advantage has been or may be conferred on the individual, and includes both actual and perceived conflicts. Furthermore, the identification of a situation where a conflict of interest may exist will depend on the perceptions of those involved and how their actions appear to others. Simply stated, it is a matter of conscience, service to the public, and common sense.

Similarly, the issue of confidentiality is a matter of integrity. To engender faith in the granting process and in the Filmpool itself. All participants, Board Members, employees, and outside jurors and advisors must adhere to strict professional standards where privileged information is involved. All parties shall not divulge confidential or restricted information to any unauthorized person, or release such information in advance of authorization for its release. Furthermore, Board Members, Members, employees, and advisors shall not directly or indirectly use for their own purposes any confidential information, which they may acquire with respect to Filmpool's affairs.

Conflict of interest and confidentiality policies are designed to safeguard the granting process and to protect all parties from unwarranted allegations, thereby preserving the Board's credibility and public image.

Appendix 03: **CODE OF CONDUCT**

SASKATCHEWAN FILMPOOL CO-OPERATIVE CODE OF CONDUCT

The following code of conduct is meant to facilitate discussion and encourage the creation of independent visionary filmmaking in our organization:

For the Staff:

The Filmpool is a community-based, member driven organization:

This means that our first concern is the Members, then the community, then other interests. Our actions and our support will always reflect that.

The Filmpool is a professional artist-run centre: This means that all staff are professionals. As professionals we must ensure that our presentation and manner reflect the professionalism of our community. The staff works with artists and are not there to criticize or critique any member's vision unless asked.

For the Board:

The Filmpool is a member-run organization and a professional arts organization:

While it is extremely important to represent our members and ensure their needs are met, that must not come at the sacrifice of the organization. A balance must always be maintained.

The board is only the board when at the board table. This means that at all other times, Board Members are just Members and do not carry the same authority.

For the Members:

The Filmpool is a community-based centre:

This means that it is yours to share. Please be respectful of all others while you are at the Filmpool. This means washing dishes, cleaning up after yourself, and respecting others' rights to work quietly by themselves.

The staff is there to support you and to support your filmmaking.

They do have a tremendous amount of work that needs to get done, so they don't always have the time to socialize. Please respect that. In addition, yelling, inappropriate requests, or any other unacceptable behaviour will not be tolerated at any time.

Grievance:

If there is inappropriate behaviour, it is recommended that the issue be addressed by parties involved. If that is not sufficient then you may take your concerns to a meeting of the Board of Directors. This is in accordance with our Human Resources policy.

This code of conduct is for all Members that use our centre. It is our hope to create a positive, creative atmosphere to support the creation of independent film in our province and to ensure that all members feel safe and at ease here.

Appendix 04: **PEER ADJUDICATION PROCESS**

SASKATCHEWAN FILMPOOL CO-OPERATIVE PEER ADJUDICATION PROCESS

Process directive:

The Saskatchewan Filmpool Cooperative is committed to the peer adjudication process for the recommendations of grants to individual artists and for certain programs that support creative projects and activities.

Purposes for the process:

The purpose of the peer adjudication process is to ensure that applicants are adjudicated by their peers – people of comparable ability, with interests in independent filmmaking, in a fair and appropriate manner. This ensures that films supported by the Filmpool, through the granting system, reflect the Filmpool's mandate to support independent visionary filmmaking in Saskatchewan and the collective cultural expression of its people.

Basic principles of the process:

The Filmpool's peer adjudication process embodies several basic principles:

- 1) The process is competitive.
- 2) Juries consist of individually recognized filmmakers who are competent, well respected and active in the film community. The jury can also include a non-filmmaker who is a practicing artist with a different fine arts perspective.
- 3) The jurors are chosen by the Production Committee Chair and the Production Coordinator from a list of individuals recommended by Members and staff, who are not in a perceived or real conflict of interest situation with the applicants.
- 4) Relatively inexperienced jurors may be given an opportunity to work with experienced jurors since adjudication is a skill that improves with experience.
- 5) A different jury is appointed at each grant deadline.
- 6) To minimize the apparent predominance of any one influence, philosophy or school of thought, the Filmpool seeks jurors from a variety of filmmaking disciplines and genres, and may include jurors from artistic disciplines outside of film and video.
- 7) Jurors are chosen from Saskatchewan residents, with due regard to factors of time, travel arrangements, budgets, or similar concerns.
- 8) The Filmpool's goal is not to critique grant applications. Instead it creates an opportunity for adjudication in an unconstrained and autonomous environment. As such, jurors' names remain confidential until the close of that fiscal year.
- 9) Jurors are not obliged to record or publish their adjudication comments. However, their comments may be made available anonymously to applicants upon request.
- 10) The Board preserves the integrity of a jury's recommendations by accepting its decisions and approving the amount recommended for funding except in the most extreme circumstances.

11) To preserve the integrity of the process and to reinforce the arm's length relationship of the Filmpool's staff and Board Members, only the jurors vote. The Executive Director and a production committee member attend the meeting along with the Production Coordinator who acts as a resource person and recording Secretary.

Jury Composition:

The Production Committee Chair and the Production Coordinator construct the jury list from a list of candidates developed after assessing the current applications. These candidates would be determined based on the qualities determined below and the absence of a conflict of interest with the applicants, perceived or otherwise.

The Filmpool's intent is to have a jury that represents a broad array of interests, influences, and expertise. Careful consideration is given to choosing jurors for their expertise, current activities and reputations. Whenever possible the jury must have fair representation by gender, ethnicity, language, institutional affiliation, and artistic school of thought. At least two jury Members should have a degree related to film and video production or studies, or have equivalent professional experience. One may be a non-film and non-video artist.

Each jury is made up of three individuals: at least one Filmpool member, and one non-member from the Saskatchewan filmmaking community. The three jurors adjudicate the applications and make recommendations to be presented to the Board.

Once the candidates are approved for the upcoming adjudication, the Production Coordinator constructs the jury. The Production Committee Chair must approve the composition of this jury.

Duties:

1) Of the Production Coordinator:

a) The Production Coordinator is required to at all times:

- i) The Production Coordinator may not apply for funding

- ii) The Production Coordinator has the following responsibilities as the resource person for the jury:

b) Before the meeting:

- i) Ensure all applicants are qualified according to the guidelines specified in the Grant Application Checklist. The Production Coordinator must notify, in writing, any applicants whose applications are not acceptable, stating the reason.
- ii) Review all applications and support materials and request any information or documentation that may be missing.
- iii) Arrange the date, time, and place for the jury meeting.
- iv) Contact jurors and have the Production Committee chair approve the jury composition.
- v) Forward applications and information packages, including the Filmpool's Peer Adjudication Process and Code of Ethics, to the jurors. These packages should include information about applicants' past or consecutive Filmpool grants.
- vi) Ensure all Members of the jury sign the Filmpool Jury Agreement form.
- vii) Assemble any video, film, or audio equipment that may be required at the meeting.

c) During the meeting:

- i) Provide the jury with additional information or material relevant to the applications or adjudication process.
- ii) Provide any available background information the jury requests.
- iii) Explain the Filmpool's process to allocate funds to each grant program as stated in the Jury Adjudication Guide.
- iv) Explain the Filmpool's process for forwarding jury recommendations to the Board for approval.

- v) Record the jury's decisions and recommendations. The production committee chair will present these to the Board at its next scheduled meeting.
 - vi) Abstain from comments that may exert improper and unsuitable influence on the jury.
- d) **After the meeting:**
- i) Ensure jurors return all applications, support materials and personal notes concerning the adjudications to the Filmpool for destruction.
 - ii) Prepare the jury recommendations for the production committee chair's presentation to the Board.
 - iii) Once the Board has approved the grants (based on jury and production committee recommendations, and subject to available funds), prepare letters of acceptance and letters of regret for the President's signature.
 - iv) Make arrangements to complete contractual arrangements (i.e. travel subsidy, honorarium, etc.) between the jurors and the Filmpool.
 - v) Store and make available upon request the anonymous comments of the jury concerning recommendations.

2. Of the Jury Chair:

As the representative of the Board and of the Production Committee, the chair of the jury meeting is expected to:

- i) Chair the jury meeting.
- ii) Review the Filmpool's Peer Adjudication Process and the Assistance Grants Program Policy and Procedures Guidelines with the jurors.

- iii) Conduct the meeting in an orderly and equitable fashion, ensuring that each juror has an opportunity to discuss the application at hand, that the Production Coordinator provides any information required, and that the jury comes to a definite recommendation for each application.
- iv) Ensure the Production Coordinator records the decisions and recommendations made at the meeting.
- v) Ensure the accurate recommendations are submitted for the Board's approval.

3. Of the Jurors:

The Jury makes recommendations for grants that must be approved by the Board. The Board may only disapprove a recommendation based on the following principles:

- i) Financial needs of the Filmpool (i.e. lack of resources)
- ii) The application became ineligible (i.e. a change of status in the applicant)
- iii) An extreme circumstance (must have unanimous consensus before this can apply)

The juror's role in the adjudication process is paramount, and the Board expects jurors will:

- i) Enter into an agreement with the Filmpool by signing a form stating they have read and understood the Filmpool's Peer Adjudication Process and Code of Ethics, that all conflicts of interest will be declared, that information about applications and the decisions made by the jury will remain confidential, and that they will respect the peer adjudication process.
- ii) Immediately declare any conflict of interest regarding any application they will be adjudicating, will withdraw from the jury if necessary or will withdraw from the jury meeting during discussion of, and voting on, the application in question if required.
- iii) Read and thoroughly analyze all material received prior to the adjudication jury meeting and assess each application according to the chart provided. These scores will assist the jury in ranking the applications.

- iv) Contact the Production Coordinator immediately if material is missing or if other relevant information is required.

- v) Respect the confidentiality of the process at all times. The jurors will keep their discussions and recommendations confidential. They will not identify any applicant or other jurors. Jurors will return all applications, support materials and personal notes concerning the adjudications to the Saskatchewan Filmpool for destruction. Jurors are required to maintain this confidentiality until their names are released at year-end.

- vi) Arrive at the meeting prepared to participate fully; ensuring successful applicants are indeed those best qualified to ensure the cultural development of film in Saskatchewan.