



**St. John's Farmers' Market Co-operative Ltd.**

**Policy Manual**

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## **Purpose of the Manual**

This Manual represents the agreed and adopted policies and operating procedures of the St. John's Farmers' Market Co-operative Ltd. as reflected in the By-Laws and various minutes of the co-operative.

The policies herein described are binding upon all members, volunteers, staff, and vendors of the Co-operative, unless otherwise indicated by motion of the Board of Directors. Conflicts or disputes arising from these Policies and procedures shall first be taken to the Policy Committee of the Co-operative for discussion, and recommendation to the Board of Directors for resolution.. Appeal of the subsequent decision of the Board of Directors shall be to the membership at a Special Members' Meeting or the Annual General Meeting.

## **Governance**

### **The By-Laws of the St. John's Farmers' Market Co-operative**

Provided in Appendix I of this Manual.

### **The Annual General Meeting**

**Timing:** As stipulated in the Co-operatives Act, the Annual General Meeting of the Co-operative must be held within 4 months of the end of the fiscal year, meaning, no later than 30 April of each year.

**Notice:** Notice of the time and place of the Annual General Meeting shall be given at least two weeks in advance and communicated with the membership through email and other reasonable means to insure that all members are notified.

**Agenda:** The following items of business are a minimum at the Annual General Meeting:

- Determination of a Quorum
- Approval of the Agenda
- Reports:
  - Chairperson's Report
  - Committee Reports
  - Market Manager's Report
  - Report of the Auditor
- Election of Directors
- Motions
- Appointment of the Auditor

## **Important selections from the Co-operatives Act**

### **Annual and Special Returns:**

26. (1) Within 30 days of the date of its annual meeting, a co-operative shall file with the registrar an annual return for the previous year in a form that is required by the registrar; and furnish the registrar with a copy of the financial statement including the auditor's comment and management letter respecting the audit of the co-operative.

(2) The registrar by written notice may require a co-operative to make a special return on a subject connected with the business and affairs of the co-operative and, when the registrar requires a special return, he or she shall specify in the notice a time within which the special return is to be made.

(3) The registrar may in his or her discretion and upon application by a co-operative extend the time by which a special return shall be made under subsection (2).

(4) A co-operative that does not file or is late in filing an annual return with the registrar shall pay a required fee.

### **Records and register**

31. A co-operative shall prepare and maintain, at its registered office its articles and by-laws, and all amendments to those articles and by-laws; minutes of meetings and resolutions of the co-operative; minutes of board and committee meetings, including resolutions made at those meetings; a list of the names and latest known residential addresses of persons who are or have within the past year been directors or officers, with the dates on which each directorship or office commenced and, where applicable, ended; a register of all members, their names and latest known residential address and the number and class of shares held by each member; and financial statements of the co-operative including auditor reports.

### **Directors**

35. (1) A co-operative shall be governed by a board of directors which shall conduct the business and affairs and exercise the powers of the co-operative for and on behalf of the co-operative and the board of directors may delegate its powers or duties to officers or members and employees of that co-operative.

(2) The board of directors of a co-operative shall be elected annually or as specified in the by-laws of the co-operative and each director may hold office for not more than 3 years or as specified in the by-laws and may be re-elected.

(3) The number of directors for a co-operative shall be stated in its articles of incorporation and may be increased or decreased in number by amendment of those articles but there shall not be fewer than 3 directors.

A board of directors shall hold a first meeting within 30 days after the annual general meeting at which that board was first elected and that board of directors shall, at its first meeting, elect from among the directors  
a president;  
a secretary; and  
those other officers of the co-operative required by the articles or by-laws to be elected.

43. (1) Where a director or officer of a co-operative is aware that the co-operative has engaged in an illegal activity, he or she shall, immediately after first becoming aware of that activity, report to the registrar on that activity. A person does not contravene subsection (1) if he or she establishes that the activity to be reported has already been reported in writing to the registrar, or that the registrar is already aware or should reasonably be aware of that activity.

Duty not limited

45. The provisions of a contract, the co-operative articles or by-laws or the circumstances of his or her appointment do not relieve a director from the duty to act in accordance with this Act; and liability that by virtue of a rule of law would otherwise attach to him or her with respect to negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the co-operative.

### **Bonding**

51. Where an officer of a co-operative receives, manages or handles money, goods, wares or merchandise on behalf of the co-operative, the directors shall require that that officer, before commencing his or her duties as an officer be bonded by a fidelity bond in an amount required by the directors.

### **Annual general meeting**

69. (1) A co-operative shall hold an annual general meeting in each year not later than 4 months after the end of the fiscal year of the co-operative. Notwithstanding subsection (1), the registrar, upon application by the board of directors, may in his or her discretion approve another date by which the annual general meeting of a co-operative shall be held. The registrar may indicate with an approval given under subsection (2) that the new date for an annual general meeting be a continuing yearly annual general meeting date for that co-operative. The by-laws of a co-operative may provide for holding semi-annual or other periodic meetings.

#### Annual financial statements

89. The directors shall place before members at the annual general meeting of a co-operative.

financial statements relating to the previous fiscal year;  
where applicable, the report of the auditor; and  
other information respecting the financial position of the co-operative and the results of its operations that are required by the articles or the by-laws.

#### Financial statements availability

90. The financial statements and where applicable, the auditors report, shall be made available to members who request a copy, not less than 10 days immediately before the annual general meeting.

#### **Auditor**

91. (1) The members of a co-operative shall, by resolution at the annual general meeting, appoint an auditor.

(2) The co-operative shall give the registrar written notice of the removal, resignation or other termination of office of the auditor.

(3) The members of a co-operative may by ordinary resolution at a general or special meeting, remove from office an auditor other than an auditor appointed by the registrar under section 92.

(4) A vacancy created by the removal of an auditor shall be filled by resolution of the members at a general or special meeting.

Notwithstanding subsection (4), where a vacancy in the office of auditor exists, the directors may, by resolution appoint an interim auditor for the co-operative.

#### Dissolution by registrar

116. (1) Where a co-operative

has not started business within 2 years after the date shown on its certificate of incorporation;

has not carried on business for 2 consecutive years; or

fails to send a return, notice, document or required fee to the registrar as required under this Act;

the registrar shall in writing request that the co-operative comply with the Act.

(2) Where a co-operative does not comply with subsection (1), the registrar, unless cause to the contrary has been shown by the co-operative, may if satisfied that that co-operative has no assets, property, debts or liabilities, dissolve the co-operative and issue a certificate of dissolution; or apply to the court for an order dissolving the co-operative in which case the court may make an order that it considers necessary and appropriate to carry out the dissolution.

(3) A co-operative stops existing on the date shown on a certificate of dissolution issued by the registrar under this Part.

1998 cC-35.1 s116

**Dissolution for failure to account**

117. (1) Where a co-operative does not provide a copy of the annual financial statements to its members at an annual or special meeting called for that purpose; or within a period of 12 months after the close of its fiscal year, the registrar may call a special meeting of the co-operative for the purpose of considering the business transacted during the preceding fiscal year and for the furnishing to the members and to the registrar a copy of the annual financial statement.

(2) The registrar may, at a meeting called under subsection (1), order that members pass a resolution to comply with sections 89 and 90 and may review the financial position of the co-operative, and consider the interests of the members to ascertain whether members wish to continue the co-operative.

(3) Where a quorum of members is not present at a special meeting called under subsection (2); or the members do not pass a resolution to carry on the business of the co-operative and to comply with sections 89 and 90, the registrar may notify the directors that, unless sections 89 and 90 are complied with within 30 days from the date of the notice, the co-operative will be struck off the register and dissolved.

(4) Notwithstanding subsection (3), the registrar may extend the period for compliance with sections 89 and 90.

(5) Where a co-operative does not comply with sections 89 and 90 within the 30 day period under subsection (3) or set by the registrar under subsection (4), the registrar may, where he or she is satisfied that the co-operative does not have property, assets, debts or liabilities, issue a certificate of dissolution, or may apply to the court for an order dissolving the co-operative in which case the court may make an order that it considers necessary and appropriate to carry out the dissolution.

## The Board of Directors

### General

It is the general responsibility of the Board of Directors of the Co-operative to:

- **Provide continuity for the Co-operative** by insuring it future through responsible planning, direction and governance;
- **Select a Market Manager** to whom the responsibility for the administration and operation of the organization is delegated, and in particular to review and evaluate his/her performance regularly on the basis of a specific job description, including executive relations with the board, leadership in the organization, and in the management of the Market;
- **Govern the co-operative** by broad policies and objectives, formulated and agreed to by the membership including to assign priorities and ensure the co-operative's capacity to carry out its business;
- **Hold regular meetings** to review Management Reports, Financial Statements, and conduct other business of the co-operative,
- Keep or arrange to be kept **accurate financial records** of all financial transactions of the co-operative including monthly statements,
- Insure that **all financial obligations** of the co-operative are attended to in a timely manner,
- **Provide leadership and direction** regarding the future development of the co-operative,
- Insure that **proper policies are in place**
- Insure that the **proper levels of insurance are provided**, for operations, facilities and Board of Directors coverage,
- **Keep accurate, signed and approved Minutes** of all meetings, clearly describing all decisions made and motions passed by the Executive or Board of Directors. Copies of these should be provided to all Executive and Board members and one kept on the files of the co-operative.

### Board Attendance Policy

- Board members are expected to attend at least 50 percent of board meetings. Failure to do so will be considered a resignation from the Board

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## **Roles and Responsibilities of Officers**

The following are the general responsibilities of the officers of the Co-operative as agreed to by the membership and generally described in the By-Laws:

### **The Chairperson**

- To generally represent the interests and perspectives of the co-operative to other organizations, the press and the public as directed by the Board of Directors
- To Chair meetings of the Board of Directors, unless otherwise indicated by the Directors or where he/she wishes to engage in debate on specific items or motions before the Board, where he will vacate the Chair in favour of either the Vice-Chair or other Director
- To be a signing officer of the Co-operative;

### **The Vice Chairperson**

- To fulfill the responsibilities of the Chair when required or directed by the Board or when the Chairperson is unable to;
- To assume other responsibilities as indicated by the Board of Directors;

### **The Secretary**

- To keep or arrange to be kept accurate records of all meetings of the co-operative, whether of the Board of Directors, the Membership, various Committees of the Co-operative;
- Receive and appropriately deliver or circulate any and all official correspondence with the Co-operative to the Board of Directors and table such at each board meeting;
- To keep or arrange to be kept a record of all formal and official correspondence of the co-operative whether by written letter, or by various forms of electronic or digital communications. These would include:
  - Reports
  - Performance Evaluations
  - Correspondence with Government, vendors, members, or the public

## The Treasurer

- Keep or arrange to be kept accurate financial records of all types related to the operations and activities of the co-operative
- Insure that financial records are kept in accordance with generally accepted accounting principles and within guidelines and recommendations provided from time to time by the co-operative's Auditor;
- Provide the Board of Directors with a monthly Financial Report, and present same at Board Meetings were possible;
- Work closely with the Market Manager to insure that all financial recording systems are working properly and provide support where necessary;
- Serve as Chair of the Finance Committee and actively recruit quality participants thereto;

## The Market Manager

- Shall serve as an ex-officio member of the Board of Directors. The responsibilities of the Manager are delineated in the Job Description below.

## Committees

### General:

The Board of Directors shall from time to time appoint Committees to assist in furthering the objectives of the Co-operative and thereby expanding the human and technical resources available. All committees shall be provided or develop within them at their first meeting, clear Terms of Reference stating their purpose, powers and limitations. Committees may, in specific circumstances be granted limited decision-make ability by and under the direction of the Board of Directors. The limitations of such abilities shall be clearly stated in the Terms of Reference of that Committee. Otherwise Committee powers are of recommendation only. These Committees may be one two sorts:

- **Standing Committees:** Committees that serve on an ongoing or continuous basis and are appointed annually at the Annual General Meeting of the Co-operative;
  - o The Co-operative shall appoint a Financial Committee, a Membership Committee, and a Policy Committee annually as standing committees.

- **Working Committees:** Committees that are appointed from time to time to achieve certain specific and time-limited objectives or tasks. Such Committees dissolve once their mandate has been achieved.

## **Mandates/Terms of Reference**

### **The Finance Committee: Terms of Reference:**

- The Finance Committee shall be appointed annually by the Board of Directors. The Board may appoint or remove committee members as needed.
- Membership shall be open to both Cooperative members and members of the general public as nominated by the Board
- The committee shall have, at all times, representation from both vendors and consumers
- The Treasurer of the Co-operative shall be the Chair
- The Executive Director shall serve as an ex-officio member of this Committee
- The Committee shall have no fewer than 3 and no more than 7 members
- The Auditor or other external financial advisor may be appointed as ex-officio if appropriate;
- The Finance Committee aids and assists the Board of directors by:
  - Reviewing the financial performance of the Co-operative and providing recommendations to the Board of Directors as deemed appropriate
  - Reviewing the annual audit and make recommendations to the Board of Directors
  - Providing or arranging to be provided, monthly financial statements to the Board of Directors
  - Liaising with the co-operative's Auditor and assisting in the implementation of any recommendations related to the annual audit.
  - Preparing and present an annual budget to the Membership at the Annual General Meeting of the Co-operative
  - Insuring that Committee members acquire sufficient knowledge and skills to responsibly fulfill its duties to the Co-operative;
  - Recommending to the Membership at the Annual General Meeting, an Auditor for the coming fiscal year;

## **The Membership Committee: Terms of Reference**

**Purpose and Mandate:** The Membership Committee is a standing committee of the Board of Directors of the Co-operative. It is able to and operates within the strategic policy directions of the Board. It is responsible for maintaining effective communications between the Board of Directors and the general Membership of the Co-operative. It is further responsible for encouraging membership growth as well as strengthening and supporting existing members in building their capacities to own, develop and protect the co-operative.

### **Membership**

- The Membership Committee shall be made up of Cooperative Members, shall be appointed annually by the Board of Directors and shall at all times have representation from both consumer and vendor cooperative members
- The Membership Committee shall be chaired by the Secretary of the Board of Directors
- The Committee shall have no fewer than 3 and no more than 7 members at any given time

### **Responsibilities:**

- Be a communications mechanism between the general membership and the Board of Directors;
- Receive, review and recommend to the Board of Directors, applications for membership in the co-operative;
- Hear and assist in resolving complaints from members by making recommendations to the Board of Directors;
- To enhance the capacities of the members to effectively own, develop and protect the co-operative through the provision of workshops, resources information;
- Plan membership recruitment activities as needed in order to maintain an active and representative membership.
- Maintain an accurate list of active members.

## **The Marketing & Fundraising Committee: Terms of Reference**

### **Purpose and Mandate:**

The Marketing & Fundraising Committee is a standing committee of the St. John's Farmers' Market (SJFM) Cooperative. This committee will assist the Board and staff in identifying opportunities to generate public awareness of the

SJFM's activities, assist in generating content for SJFM marketing activities, organize fundraising activities, and assist with grant writing where appropriate

**Responsibilities:**

- o Assist with the updating of the SJFM website including but not limited to blog posts, Cooperative Board meeting minutes, listings of market vendors and photography
- o Develop content for the SJFM's social media channels
- o Purchase advertising space in local media and relevant outlets at the direction of the Board
- o Undertake such fundraising and grant writing activities as directed by the Board
- o Provide advice as to marketing strategies and effectiveness
- o Liaise with other committees of the SJFM Co-operative to plan and undertake advertising and fundraising opportunities.

**Membership:**

- The Marketing and Fundraising Committee shall be chaired by a member of the SJFM Board, appointed by the Board of Directors
- The Committee shall have no fewer than 3 and no more than 7 members
- Members may be appointed from the general public as well as from the Cooperative
- Both vendors and consumers shall be represented on the committee at all times
- The Events Manager shall sit as an ex-officio member of the Committee

**The Policy Committee: Terms of Reference**

**Purpose and Mandate:** The Policy Committee's main objective is to develop and maintain policies that will guide the day to day operations of the co-operative, including both operation of the Farmers' Market and all other Co-operative activities

**Responsibilities of the Committee:**

- o Reviewing the existing policies of the Co-operative
- o Developing draft policies for Board review, as requested by the Board of Directors
- o Providing advice to the board regarding policy violations and enforcement measures

- o Liaising with other committees as appropriate
- o Consulting with and receiving advice from relevant regulatory and standards agencies, particularly regarding food safety and public health and safety matters
- o Where appropriate, holding information/workshop sessions with the general membership to insure awareness and understanding of important policy concerns, such as food safety and public health
- o Maintaining the existing Policy Manual and make changes or additions as needed

### **Membership**

- The Policy Committee shall be chaired by a member of the SJFM Board, appointed by the Board of Directors
- The Committee shall have no fewer than 3 and no more than 7 members
- Members may be appointed from the general public as well as from the Cooperative
- Both vendors and consumers shall be represented on the committee at all times
- The Executive Director shall sit as an ex-officio member of the Committee

### **The HR Committee: Terms of Reference**

The HR Committee exists to provide the Board advice regarding human resource procedures, decisions, and offers, and to provide the Executive Director with support for hiring, performance review, and disciplinary matters.

#### **Responsibilities of the Committee:**

- o Becoming familiar with various ethical, legal, fiscal, and practical matters as they relate to employees;
- o Liaising with the Policy Committee regarding employment related Policies;
- o Consulting with and receiving advice from relevant individuals and agencies, particularly regarding ethical, legal, fiscal, and practical matters related to HR
- o Preparing draft Job Descriptions as requested by the Board
- o Provision of feedback and support to employees as needed
- o Assistance, as needed, with disciplinary or dispute-resolution matters
- o Assistance with research into current sector salaries and benefits packages

**Membership:**

- The Committee shall be chaired by the Vice-Chair of the Cooperative's Board of Directors
- The Committee shall have no fewer than 3 and no more than 7 members, appointed annually by the Board
- All members of the Committee shall be members of the Cooperative
- Both vendors and consumers shall be represented on the committee at all times
- The Executive Director shall sit as an ex-officio member of the Committee

**Membership Policies**

The market has two member groups, each of which elects half of the board. A membership share is a one-time purchase of \$50.

**Introduction: Membership Definitions**

- 1.2.1. Vendor Members:** An individual or organization who is either actively selling products at the market or has an active application to vend at the market, and whose membership application has been accepted by the board of directors. Vendor shares are attached to the vending organization/business name – a single vendor may only have one vendor share, regardless of the number of employees or assistants attending the market.
- 1.2.2. Consumer Members:** An individual or organization who supports the mission and values of the St. John's Farmers' Market and who has been approved as a member by the Board of Directors.

**1.3. Summary of Rights, Services and Responsibilities of a Member**

- 1.3.1. Minimum requirements:** The minimum requirement for continued membership in the Cooperative is to either attend an annual general meeting or send regrets **or** participate in a committee meeting at least once during any two-year period. A member who fails to meet this standard may be removed from the membership list by two-thirds vote of the membership.

**1.3.2. Standard expectations:** Members of the Cooperative shall be expected to participate regularly in the affairs of the organization by attending meetings of the membership, joining at least one committee, supporting and publicizing the market's activities, and purchasing goods and services from market vendors whenever feasible.

#### **1.4. Rules and Procedures for Acceptance and Removal of Members**

- 1.4.1.** Application for membership shall be made to the Secretary of the co-operative in writing in the form prescribed by the co-operative. A member may belong to only one Membership Group. The applicant shall indicate within which of the two membership groups the application is to be considered.
- 1.4.2.** The application shall be considered and dealt with by the Board of Directors of the Co-operative not later than the next regular meeting of the Directors of the Co- operative. No applicant shall become a member of the co-operative until the person or organizations has complied fully with the by-laws governing admission of members
- 1.4.3.** An applicant for membership whose application has been rejected may make appeal to the membership at the next general membership meeting or a special membership meeting called for that purpose as provided for in the Act and these By-Laws
- 1.4.4.** A person or incorporated body approved for membership by the Co-operative shall subscribe for at least one share as a condition of membership and may be required, following admission, to subscribe for such additional shares as the Co-operative may in general meeting approve.
- 1.4.5.** A member wishing to withdraw from the Co-operative shall give written notice to the Secretary at least two weeks prior to the date on which he/she wishes to withdraw.
- 1.4.6.** If, in the judgment of the Directors, a member has been guilty of acts detrimental to the best interests of the Co-operative, the Directors may, and after due notice to such member, in accordance with Section 84 (3) of the Act, submit the name of such member to any general or special meeting of the Co-operative. A member may be expelled by a two-thirds majority of those present and entitled to vote at any general or special meeting of the Co-operative.
- 1.4.7.** The Board may vote to terminate the membership of a member who has not, in the immediately preceding two years, attended or sent regrets to a meeting of members or participated in meetings of a

committee of the Board. Any such termination is subject to the approval of the membership by two-thirds vote as specified in section 2.9, and any member so terminated shall have a right of appeal as described in section 85 of the Act.

**1.4.7.1.** Notice of this provision and of the available methods of participation in the Co-operative shall be provided electronically to any member who has not transacted business with the Co-operative over a period of one year. If no reply is received, formal notice shall be issued in writing 6 months in advance of the earliest potential termination date.

**1.4.7.2.** Pursuant to section 85 of the Act, the Cooperative shall purchase the shares of any member whose membership is terminated in this manner

## **2. Employment Policies**

The co-operative shall adhere to all provincial and federal legislation regarding the hiring, employment and dismissal of all its employees. Further, the following policies have been described regarding employees.

### **2.2. Hiring Procedures**

The following hiring procedures shall apply to the selection and hiring of all direct employees unless otherwise described in this Manual or determined by the Board of Directors or Membership of the co-operative:

The St. John's Farmers' Market Co-operative supports equal opportunity in employment practices, without discrimination on the grounds of race, religion, colour, gender, sexual orientation, physical or mental disability or age.

The Co-operative shall develop and maintain clear Job Descriptions for each employee position.

The Co-operative shall, when required appoint a 'Hiring Committee' from its membership or Board of Directors. A person shall not sit on a Hiring Committee if he or she is directly related to one of the applicants. A person shall not sit a Hiring Committee if he or she believes that he or she cannot treat all candidates on the competition fairly and impartially.

The Hiring Committee shall, where applicable include the Co-operative's Manager.

The Hiring Committee shall conduct all aspects of the Hiring Procedure and make a final recommendation regarding the successful candidate to the Board of Directors, which shall make the final approval.

All deliberations of the Hiring Committee shall be private and confidential until and unless the Board of Directors decide otherwise.

The Co-operative shall adhere to all applicable federal and provincial legislation regarding privacy and access to information. Any applicant shall have full access to information held regarding them as a candidate, but not information regarding any other candidate in any particular hiring procedure.

- **Job Description:** The position to be filled shall be fully and adequately described in a Job Description before any hiring process.
- **Selection Criteria:** The procedure and method for selecting the successful candidate for each position shall be drafted by the Hiring Committee and approved by the Board of Directors. This Criteria shall be made available to applicants.
- **Advertising the Position** The Hiring Committee shall draft a public advertisement notifying the public of the employment opportunity and circulate, publish in newspapers, post on websites and in other public areas as sufficient to attract a broad range of appropriate candidates. An available position shall be advertised a minimum of two weeks in advance of any application deadline.
- **Short Listing:** The Hiring Committee shall review and evaluate all applications immediately after the competition deadline and prepare a Short List of three to five of the highest ranking candidates. These candidates shall be invited for personal interviews. Others not shortlisted shall be informed of this as soon as possible.
- **Interview Questions and other Selection Tools:** The Hiring Committee will prepare interview questions and, if necessary, other selection tools. These must be related to job duties and selection criteria. A scoring scheme will be developed to be used by the Committee in the interview process. Unless unusual circumstances present, the candidate with the highest overall score will be offered the position.

The Hiring Committee will be careful not to employ questions that would suggest any discrimination against particular applicants. Questions must comply with any and all Human Rights or Charter of Rights legislation.

- **Post-Interview Reference Checks:** The Hiring Committee will conduct reference checks on the top candidate. Normally three references will be checked using a pre-designed form. If one or more of the references are unsatisfactory, the Hiring Committee may reconvene to discuss other acceptable candidates.
- **Job Offer:** The chair of the Hiring Committee or other suitable person will extend a verbal offer the successful candidate and will secure verbal acceptance. A Letter of Offer, including description of start date, salary, job description and other pertinent information may be prepare for the candidate's signature. Unsuccessful candidates will be notified once the Letter of Offer is signed.

#### **2.2.1. Employment Contract**

In certain circumstances the Board of Directors may require the preparation and signing of an Employment Contract, the details of which would be negotiated by the Hiring Committee and the candidate at the time of hiring.

#### **2.2.2. Employee Benefits:**

The Co-operative shall provide those employee benefits required by provincial or federal legislation. Any other benefits shall be negotiated between employees and the Board of Directors. The Board of Directors shall be the final arbiter of employee benefits.

#### **2.2.3. Employee Rights and Privileges:**

Employees of the co-operative shall enjoy all rights and privileges afforded under the laws of the province. Other rights and privileges over and above these shall be the responsibility of the Board of Directors.

**2.2.3.1 Conflict of Interest:** Staff may not have any business interest in an enterprise that vends at the market. There is no restriction on staff involvement with other markets in the community. Family members of staff must self declare that status on application to vend at the market, and staff must recuse themselves from any decisions regarding family members.

#### **2.2.4. Grievance Procedure:**

In the event of an employee grievance, conflict, disagreement or other difficulty related to employment with the co-operative, the employee has the right to appeal directly to the Board of Directors. In such cases, the Board of Directors may appoint an Employee Relations Committee, which may include members from outside the co-operative. This committee shall attempt to resolve the situation to the satisfaction of both the co-operative and the employee. Recommendations brought from the Employee Relations Committee to the Board of Directors shall be made a motion before the Board.

### **2.2.5. Resignation and Dismissal Procedures:**

Employees shall provide a minimum of fourteen days notice of resignation. The co-operative shall also provide a minimum of fourteen days notice of termination of employment or provide pay in lieu of notice. Dismissal procedures shall follow provincial government regulation.

## **2.3. Work Safety**

**2.3.1. Responsibility:** It is the responsibility of all vendors, volunteers, and staff to maintain safety as a priority at the Market.

**2.3.2. Standards:** The St. John's Farmers' Market shall comply with all relevant occupational health and safety standards – these apply equally to volunteers and staff.

### **2.3.3. Requests to undertake unsafe tasks**

If any volunteer or staff member feels that they have been asked to perform an unsafe task (outside of expected work duties), they shall be expected to refuse the task, and to notify the market manager and the chair of the operations committee in writing. Any such issues will be addressed at the next meeting of the board of directors.

**2.3.4. Outdoor Setup:** Tents and other outdoor market fixtures present the most serious potential safety issue at the Market; staff and volunteers are encouraged to exercise caution and must never exceed manufacturer's specifications with regards to the conditions in which equipment may be set up.

## **2.4. Performance Reviews**

**2.4.1. Staff:** All staff shall meet with the Vice-Chair and Chair of the Board of Directors 2 times annually for performance review:

**2.4.1.1. Initial Meeting:** At the beginning of an employee's contract the employee shall meet with the Chair and Vice-Chair to review the expectations for their position and sign a contract setting these expectations down in writing.

**2.4.1.2. Mid-Point Meeting:** At the midpoint of each employees contract they shall meet with the Vice-Chair. The Vice-Chair shall present written feedback as developed by the Operations committee and shall record in writing any responses or planned changes the employee suggests.

**2.4.1.3. Final Performance Review:** The Chair and Vice-Chair of the Board shall meet with all employees within 30 days of the

end of their contract. All feedback from shall be provided in writing.

#### **2.4.2. Board Performance Review**

2.4.2.1. **Staff Review of the Board:** All staff shall be provided with an opportunity to provide, in writing, their feedback on the performance of the Board of Directors. This shall normally be undertaken during the Final Performance Review meeting.

#### **2.4.3. Volunteer Performance Review/Feedback**

2.4.3.1. The Market manager shall develop and implement procedures for performance review and feedback for market volunteers

### **2.5. Disciplinary Procedures**

If an employee's performance is identified by the Board of Directors as not meeting the expectations laid out at the beginning of their contract, they shall first be provided with a verbal notice. Should no improvement be seen within 14 days, the employee shall be provided with written notice. Should no improvement be seen within 14 days of this written notice being provided, a notice of termination may be issued by the Board of Directors.

### **2.6. Employee Travel Policy**

The Management may approve travel for employees in order to conduct business of the co-operative. Employees may be reimbursed for certain expenses incurred during approved travel. The rate of reimbursement of such expenses is set by the Board of Directors who shall review and update them from time to time. Current expenses and rates are as follows:

Accommodation: Hotel - 100% of room expense with receipt.

Private Accommodation - \$50.00/night

Car expenses: \$0.48/kilometre

Incidentals: \$11.50/day when staying overnight

Meals Breakfast - \$10.70

Lunch - \$10.45

Dinner - \$29.35

Taxi 100% of cost with receipt

Other travel related expenses may be reimbursed with the approval of Management.

Employees must complete a **Travel Claim Form** indicating all expenses and any travel advance provided.

Travel advances may be provided upon completion of a Travel Advance Form and approval by Management.

### **3. Public Liability Insurance**

**3.2. Insurance for the Market:** The Board of Directors shall ensure that the Cooperative maintains sufficient public liability insurance

**3.3. Directors and Officers Liability:** The Board of Directors shall maintain Directors and Officers Liability coverage for the Cooperative

**3.4. Liability insurance for vendors:** Vendors shall be made aware that the Cooperative's insurance does not normally cover the value of their goods, even when these goods are left inside the market facility between markets. Vendors shall be encouraged to carry their own insurance coverage, but this shall not be mandatory.

### **4. Code of Conduct and Complaint Procedure**

#### **4.2. Code of Conduct**

The Farmers' Market is a community where an attitude of respect, collaboration, and fun is important. All attendees, volunteers, vendors, and staff shall endeavour to maintain this atmosphere. With this in mind, the following code of conduct shall apply to all vendors, volunteers, staff and board members:

**4.2.1.** All vendors, volunteers, staff and board members shall conduct themselves in a courteous and respectful manner towards the public and all market participants;

**4.2.2.** All vendors, volunteers, staff and board members: shall refrain from any behaviour that interferes with the rights or working/ selling opportunities of vendors

**4.2.3.** All vendors, volunteers, staff and board members shall refrain from using language which is offensive, threatening or intimidating to others

**4.2.4.** All vendors, volunteers, staff and board members shall operate vehicles or equipment in a safe and responsible manner

- 4.2.5. All vendors, volunteers, staff and board members shall respect and adhere to the Policies of the Market
- 4.2.6. Vendors, volunteers, staff and board members shall not participate in the market under the influence of alcohol or drugs

**4.3. Conflicts between the public and market vendors:**

- 4.3.1. The public should be encouraged first to deal directly with vendors and resolve issues at that level
- 4.3.2. If a direct resolution is not forthcoming, members of the public may appeal to the Market Manager. The Market manager shall then bring the complainant and vendor together for a verbal conversation and attempt to resolve the situation
- 4.3.3. If the complainant remains unsatisfied, they may write a letter (either on paper or electronically) to the Board of Directors. The Board shall address any such concerns at their next regular meeting and shall communicate any decision to the complainant.

**4.4. Conflict between the public or vendors and the Cooperative**

- 4.4.1. Any conflict or complaint regarding the affairs of the Cooperative shall be provided in writing to the Board of Directors. Any such complaints shall be addressed at the next meeting of the Board; complainants will be encouraged to attend this meeting and to bring an outside observer to the discussion.

**4.5. Conflicts between vendors**

- 4.5.1. Vendors shall be encouraged to resolve conflicts amongst themselves first in a spirit of collaboration
- 4.5.2. If vendors cannot resolve the issue amongst themselves, the Market Manager and any board member who is on site at the market shall hear the complaint together and record it in an email to both the complainant and the subject of the complaint, as well as to the members of the board.

**4.5.3.** Should the issue continue, the Manager one or both vendors may request a formal resolution process. This process has several steps:

**4.5.3.1.** A meeting between the complainant and both the Manager and Vice-Chair to outline the issue involved

**4.5.3.2.** A meeting between the Market Manager, the Vice-Chair, and the subject of the complaint to outline the issue and clarify the details.

**4.5.3.3.** The Manager and Vice-Chair shall present the results of the meetings to the next meeting of the Board of directors, who shall render a decision and communicate it in writing to all parties involved.

#### **4.6. Employees of Vendors**

Any conflict involving an employee of a vendor will be considered to be a conflict involving the vendor

##### **4.6.1 Children of Vendors**

Vendors are responsible for children in their care. Children being disruptive, causing property damage or engaging in disrespectful behaviour will jeopardize the vendor's space at the market and can result in immediate removal from the premises if requested.

#### **4.7. Sanctions**

If a consumer, a vendor, a vendor's employee, a market volunteer, or a market staff member fails to uphold the decision of the Board of Directors regarding a conflict, or otherwise is found to be in violation of the Code of Conduct by a majority vote of the Board, they shall be subject to the following sanctions:

**4.7.1. Market Staff:** See Section 6.9 (Disciplinary Procedures)

**4.7.2. Market volunteers:** Volunteers who fail to abide by the Code of Conduct or by board decisions shall be removed from the volunteer list upon majority vote of the board.

**4.7.3. Market Vendors:** Vendors who fail to abide by the Code of Conduct or board decisions regarding conflicts and acceptable behaviour shall be removed from the vendor list for the season upon

a majority vote of the Board. They may reapply the next year. Violations by vendor employees are considered here to be violations by the vendor.

**4.7.4. Consumers:** Consumers who fail to abide by the decisions of the Board of Directors regarding dispute resolution may be refused entry to Market premises.

## 6. Market Operational Policies

### 6.1. Fee Schedule - SJCM location

Vendor Type	Rate/day
Indoor Farmer	\$1.30/square foot
Indoor Craft or Prepared Food Vendor	\$1.66/square foot
Indoor Deli Vendor	\$1.66/square foot
Indoor Hot Food Vendor	\$1.66/square foot
Indoor Regular Vendor (Weekly)	\$1.48/square foot
Outdoor Farm Vendor	\$35.00 + HST flat fee/market up to 10x10 space against the garage doors, or a double space in the vendor parking spots.
Other Outdoor Vendor	\$50.00 + HST flat fee/market up to 10 x 10 space against the garage doors, or a double space in the vendor parking spots.
Indoor Nonprofit Table	\$0.64//square foot
Outdoor nonprofit table	Free if supplied, \$15 for rented table
Outdoor Food Truck	\$100.00/market (see section 1.6.5: No outdoor food trucks at Saturday markets)
Performing Buskers (musicians,	No fee (see sections 1.7 and 1.20)

jugglers, statues, etc.)	
Vendors providing a singular product/service for individual sale (balloon animals, face painting, etc.)	\$15.00/market with no space allocation

Discounts will apply -10% for prepayment of table fees, 10% for Wednesday markets, 50% for Farm Vendors after Thanksgiving, and 5% for regular indoor vendors

**Other Fees -SJCM Location**

Fee	Amount
Rental Table	\$5/day
Utility Fee	\$10/Market
Storage Room Use	\$5/week for 2 square feet
Fixture Storage for casual vendors	\$5/week

**6.2 Cancellation policy:**

- 1.6.1. Notice (Indoor Vendors):** Indoor vendors will not be charged table fees if they cancel 72 hours or more before a given Market. Cancellations made 72 to 24 hours in advance will result in the vendor being invoiced for 50% of their fees. Cancellations with 24 hours notice or less will result in the vendor being invoiced for the full table fee.
- 1.6.2. No Show Policy:** Three strikes you're out policy - vendors who are no-shows without notice three times in a season will not be allowed to vend for the remainder of that season. Vendors who no-show without notice will be charged fully for their space that day.
- 1.6.3. Outdoor and Farm Vendors:** Outdoor and farm vendors may cancel with no penalty if the cancellation is due to weather.
- 1.6.4. Extenuating circumstances:** in the event of extenuating circumstances (such as a death in the family, severe illness, etc), a

vendor may request an exemption from this policy. This request should be directed to the Market Manager.

**1.6.5. Outdoor Food Trucks:** Outdoor food trucks are not permitted on regular Saturday market days.

**1.7. Application to Vend at the Market:** All prospective vendors, including performing buskers and others with no space allocation, must complete an online vendor application and must review the Public Market Guidelines and the Vendor Handbook (links to which are provided in the application. Vendors without space allocation, such as face-painters, balloon-animal makers, caricaturists etc., who wish to have space allocated to them may apply as regular vendors and regular vendor fees would apply.

**1.7.1 Application Procedure**

All applications must be submitted through the SJFM online application system. The Market Manager is responsible for filtering applications for compliance with market policies. All policy-compliant applications shall be offered an opportunity to be forwarded to the appropriate juries, including applications to sell products already sold at the Market. Applicants for such duplicate products shall be made aware that proceeding through the jury process does not guarantee space at the Market. A summary of all acceptances and rejections at the Application Stage shall be prepared for review by the Executive Director.

**1.8. Tables for nonprofits and community organizations:** Nonprofit organizations may set up tables and their own tents at no charge pursuant to the non-profit or community organization table rental agreement. Nonprofits cannot sell any products at their table. If a nonprofit or community organization requests to sell products, their products must meet market criteria and the group will be charged regular vendor fees. No draw or lottery tickets may be sold.

**1.9.** A table may be provided for the SJFM Co-op to promote the Cooperative and build membership on a weekly basis.

**1.10. Space Allocation:** The Market Manager has the responsibility for assigning tablespace. Requests for particular sites will be given consideration but management reserves the right to assign and locate all vendors. Vendors are not permitted to change their assigned tables without the permission of the manager

**1.10.1. Preference:** The Market manager shall use the following criteria to assign table space

**1.10.1.1. Cooperative membership:** Vendor members of the cooperative shall take precedence over non-members in table assignment

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- 1.10.1.2. Agricultural Product Vendors:** As a Farmers' Market, it is critical to maintain as many farm vendors as possible. Agricultural products shall always take precedence over crafts and prepared foods in table allocation.
- 1.10.1.3. Uniqueness of the product:** The Manager shall endeavour to maximize the variety of products available at the market and may allocate space to vendors in order to do so
- 1.10.1.4. Commitment to Season:** the Market Manager may give priority to vendors who have made a full-season attendance commitment
- 1.10.1.5. Seniority at Market:** the Market Manager may also give some priority to vendors who have been consistent participants at the Market for more than 3 years
- 1.10.1.6. Alternate Sales Outlets:** Preference shall be given to vendors whose primary point of sale is the Farmers' Market
- 1.10.1.6.1. Any application from a business that has an existing storefront outside the Market must be presented to the Board of Directors for consideration
- 1.10.1.7. Opportunities for new vendors:** The Manager may choose to allocate tables in such a way as to provide space for new vendors to develop a customer base
- 1.10.1.8. Values:** vendors whose values are judged to be in keeping with the mission of the Cooperative (as laid out in its Bylaws) shall have preference in table allocation
- 1.10.2. Review Process:** At any time (including on site on Market day) the Farmers' Market Manager may review a vendor's products and suitability at the market. If necessary the Manager may resubmit a vendor to the appropriate standards committee for jurying.
- 1.10.3. Appeal Process:** Vendors who are rejected either after an initial application or after being juried shall receive a written justification from the Market Manager with a copy to the Executive Director. If they are unsatisfied with the justification, they may make a written request to the Board for reconsideration of the decision. This option shall be made clear in the letter. This discussion will take place at the next scheduled board meeting.
- 1.11. Hours of Operation:** The Market shall operate on such dates and hours as the Board agrees on. Selling outside of these hours is prohibited – vendors in violation are subject to the disciplinary steps outlined in Policy 8.6

- 1.12. Setup/Takedown (Lion's Club Location):**
- 1.12.1. Setup Time:** Vendors may begin setting up at 6:30 on Market mornings.
  - 1.12.2. Setup completion:** Setup must be complete by 9 AM.
  - 1.12.3. Table coverings:** All vendors must use table coverings; prepared food vendors must use impermeable table coverings to avoid damage to market property
  - 1.12.4. Table Reassignment:** Vendors must be ready to sell by 9:00 AM or their table may be reassigned to another Vendor.
  - 1.12.5. Cleanup:** Vendor spaces are to be left in the same condition at the end of the Market, as they were at the start.
  - 1.12.6. Breakdown time:** Breakdown starts at 2:00 PM and not before (unless vendor has sold out or has the Market Manager's permission to leave) and must be completed, garbage removed, and vendor spaces vacated by 3:00 pm.
  - 1.12.7. Assistance with site cleanup (outdoor vendors):** All outdoor vendors are expected to assist with site cleanup by cleaning their table, taking it down, folding it, and bringing it to the main entrance.
  - 1.12.8. Assistance with site cleanup (indoor vendors):** Indoor vendors must wipe down tables, fold them where possible, and bring them close to the back room.
  - 1.12.9. Physical limitations:** any vendors who are physically unable to assist with moving equipment are exempted from these requirements
- 1.13. Parking (Lion's Club Location):** The goal of Market parking policy is to maximize space for paying customers and particularly for customers with mobility challenges.
- 1.13.1. Parking for setup:** Vendors may park at, or near, the main entrance between 6:30 - 8:45 to set up for market day.
  - 1.13.2. Loading zone:** The Manager will maintain a designated loading space close to the building throughout the market.
  - 1.13.3. Move to designated vendor parking:** When setup is complete vendors **must** move their vehicle to the designated vendor parking area (currently the Health Plex Parking Lot across Bonaventure Avenue from the Market). The Market manager or assistant will provide security for products being dropped off.
  - 1.13.4. Sales from vehicles:** outdoor vendors who sell from their vehicles are exempt from this policy

- 1.13.5. **Takedown:** Vendors may not bring their vehicles back to the customer parking area until after 2 PM unless approved by the Market Manager, and must not move their vehicle until their stall is packed up and ready to be moved out.
- 1.13.6. **Consequences:** Vendors found in violation of these policies will be subject to the following consequences:
  - 1.13.6.1. **First violation:** Removal from the vendor list for one week
  - 1.13.6.2. **Second violation:** Removal from the vendor list for one week and a \$50 fine, payable to the Cooperative. Vendors will not be allowed to return until this fine is paid
  - 1.13.6.3. **Third violation:** Removal from the vendor list for an additional two markets and a \$100 fine.
- 1.13.7. **Vendors with disabilities:** Vendors with disabilities are exempted from the requirement to park in the vendor area.
- 1.14. **Vendor Equipment and Supplies**
  - 1.14.1. **Sales from tables:** All products must be sold, displayed and stored from a surface above the ground. All vendors must utilize tables, shelves, cases or other structures for these purposes.
  - 1.14.2. **Equipment provided:** The SJFM will provide one table and two chairs for all vendors Each vendor is responsible for providing and removing any and all equipment and supplies (s)he brings to do business on the Market site. Provided table size is 72 x 30 inches. Additional space around the table may be used at the discretion of the market manager.
  - 1.14.3. **Extra tables:** Outdoor vendors may rent additional tables. Indoor vendors may not, unless an exception is made by the Market Manager.
  - 1.14.4. **Sneeze Guards:** A limited number of sneeze guards are available for rent from the Cooperative at a rate of \$5/week.
  - 1.14.5. Semi-permanent fixtures such as coolers and freezers are only permitted in the central market hall (area surrounded on 3 sides by utility stalls and must be movable. Anything left behind between markets is at the vendor's own risk.
- 1.15. **Storage:** The Cooperative may make space available for storage between markets. Only approved vendors may store market-related items. Storage is not guaranteed and is based upon availability, considering a vendor's frequency at the market, item portability and storage necessity. All items are stored at the vendor's risk. Use of the storage space will be governed by a Storage Agreement between the SJFM and the vendor (see 1.15.3).

**1.15.1. Rate:** The rental rate for market-related equipment storage is \$3.75 per square foot/month. Minimum storage unit space is 2'x4'x8' (l) x (w) x (h). Vendors who store their market items in their 'semi-permanent' space will be charged the equivalent of a 4'x4'x8' space/monthly.

**1.15.2. Maintenance:** Vendors must keep their storage area orderly in accordance with the Storage Agreement between the SJFM and the vendor (see 1.15.3).

**1.15.3. Bookings:** Storage space may be booked through the Market Manager. Vendors approved for storage space must sign a Storage Agreement and abide by all rules and processes contained therein.

**1.16. Signage:**

**1.16.1. Content:** Vendors shall display a sign with the Vendors Name, Farm Name or Corporate Name, location and contact information.

**1.16.2. Food Vendor signs** Food vendors must display a valid food license.

**1.16.3. Sign location:** All signs must remain within the allotted vendor's exhibit space and must not block pedestrian traffic, or interfere with other vendors' displays or views.

**1.17. Product Display Standards:** All displays should be neat and tasteful. We require that each vendor use a tablecloth to protect tables and enhance presentation. Vendors must maintain a clear walkway for customers to move from one vendor to another.

**1.18. Food Safety Policies:** Vendors are expected to familiarize themselves with all applicable food safety regulations. These are summarized in the Market's Food Safety Guidelines Document. The following broad standards apply:

**1.18.1.** All products meant for human consumption to be sold at the Market are regulated by federal and provincial legislation and regulations. The St. John's Farmers' Market requires that all food vendors comply with all these requirements. It is the vendor's responsibility to acquaint themselves with the relevant requirements and provide documentation of appropriate licenses.

**1.18.2.** The SJFM shall keep current and make available to all food vendors a "**Farmers Market Food Safety: Vendor Handbook**". This document identifies current applicable legislation, regulations and licensing requirements, as well as relevant contact information. It also describes the general application and approval process.

- 1.18.3.** As part of the its application process, the Market requires that all food vendors declare that they have read, understand and will follow all federal and provincial regulations and procedures as they relate to the production, storage, transportation and dispensing of their products.
- 1.18.4.** The SJFM shall, across the market season, conduct occasional selective reviews of vendor food safety practices at the Market. These reviews will be recorded on a “Vendor Food Safety Checklist”, signed and kept on record.
- 1.18.5.** To ensure that the Market’s grounds and facilities are generally safe and free from potentially harmful contaminants, the SJFM will conduct a review and complete on a “Start-up Check List” before the start of each market day.
- 1.18.6.** Ingredient lists: all food vendors must prepare and keep on site complete ingredient lists for all products and must prominently indicate if a product contains peanuts, tree nuts, shellfish, or other commonly serious allergens
- 1.19. Solicitation:** No soliciting, advertising, political or religious activities shall be permitted in the Market area (i.e. indoors or outdoors) without the express permission of the Board of Directors
- 1.20. Buskers:** Buskers can apply for outdoor space at the market at no charge. Approval to busk at the Market is conditional on a review of the busker’s work by the Performer Jury
- 1.20.1. Performer Jury:** The Performer Jury shall be appointed annually by the Board of Directors and shall consist of the Market Manger, one Board Member, and one community member with an interest in the Arts.
- 1.21. Smoking and Drugs:** The SJFM shall be maintained as a non-smoking and drug-free public event.
- 1.22. Quality standards and vendor requirements**
- 1.22.1. Farm Products**
- 1.22.1.1. Resale:** Limited amounts of resale are permitted. Farm vendors may use up to 25% of their table frontage to resell products grown by other farms in Newfoundland and Labrador. All such products must be clearly labelled. No agricultural products from out-of-province are permitted.
- 1.22.1.2. Secondary agricultural products:** Vendors of secondary agricultural products must declare that such products are made

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primarily from crops produced either on their farm or from a farming operation within the province of Newfoundland and Labrador. Labeling must adhere to provincial standards.

**1.22.1.3. Farm Practices:** All agricultural vendors shall declare that they operate their farms according to generally accepted best farm practices regarding use of pesticides and farm food safety practices.

**1.22.1.3.1. Provincial Standards:** Agricultural Producers shall adhere to all provincial environmental standards

**1.22.1.3.2. Farmer Profiles:** All farmers must provide the Market Manager with the necessary information to complete their «Farmer Profile» on the SJFM website. This information must be provided no later than 1 month before the market begins.

**1.22.1.4. Organic Certification**

**1.22.1.4.1.** Any vendor who uses the term “organic” anywhere in their stall or on their products must be certified as organic and provide proof of certification to the Market Manager

**1.22.1.4.2.** Vendors whose corporate name includes the word «organic» may continue to display this name, but must prominently display a sign indicating their lack of certification.

**1.22.2. Prepared food products**

**1.22.2.1.** All food vendors shall be approved by an independent jury appointed by the Board of Directors before being allowed to sell at the market

1.22.2.2. The Food Product Jury shall consist of at least two qualified chefs or food industry experts from outside of the Market Vendor community and one Consumer Member of the Board of Directors

1.22.2.3. Upon approval, vendors are free to cook other dishes within the type of food they have been approved to produce, without further jury approval

1.22.2.4. Supplementary jury approvals may be requested at the discretion of the Market Manager or Board of Directors

**1.22.2.5.** Standalone products, entree items or any other items that are or could be sold independently must be made, baked or grown by the vendor

**1.22.2.6.** Jury acceptance will be based on the variety of food product, uniqueness within the market, quality of ingredients/preparation and presentation.

**Commented [3]:** We already mentioned on the website/vendor application: they have to let the market manager know about any additional food products they are thinking to bring as well (before they bring them) .

**Commented [4]:** Is included in this manual the fact that we are allowing food vendors to bring a small portion of food items made locally by other supplier/vendor/potential vendor? For example, Five Brothers Artisan Cheese selling a few units of bread, in the past Chinchéd Bistro offering a few Third Place Tonic water, etc.

- 1.22.3. Waste Management:** Prepared food vendors are encouraged to use compostable containers and to provide only as much packaging as needed. Containers and cutlery are required to be reusable or recyclable and supplied by the vendors. The use of polystyrene foam is strictly prohibited.
- 1.22.4. Food Safety:** Prepared food vendors must be inspected and must follow all relevant food safety legislation and guidelines.
- 1.22.5. Craft products**
- 1.22.5.1. All craft products shall be approved by an independent jury appointed by the Board of Directors
  - 1.22.5.2. The Craft Jury shall consist of at least two craft experts who are not a member of the Vendor Community, and one Consumer Member of the Board of Directors
  - 1.22.5.3. Items which are not acceptable include crafts made from kits and items that are mass produced, used or commercially manufactured.
  - 1.22.5.4. Jury acceptance will be based on the variety of goods, originality of design, quality of workmanship and artist involvement.
  - 1.22.5.5. Work should show imagination, skill and individuality of the craftsman.
  - 1.22.5.6. Vendors are not permitted to buy products from someone else and re-sell at the Market.
  - 1.22.5.7. As a general principle, pre-manufactured components should not dominate the aesthetic of goods to be sold or the contribution of the craftsman. Vendors are not permitted to re-sell goods.
  - 1.22.5.8. Goods must be of original or traditional design, and cannot violate copyright laws.
  - 1.22.5.9. "Fan art" is allowable if characters are depicted within the context of an original piece and as long as that piece does not use commercially-printed copyrighted materials and is not based on a commercially purchased pattern.
  - 1.22.5.10. Goods sold must be predominantly handmade from base materials (clay, paint, ink, wool, wood, paper), and not assembled from previously manufactured finished products or from a purchased kit.
  - 1.22.5.11. If an item is made from a mold, that mold must be made by the artisan. Commercially-manufactured reproductions of three-dimensional works are not permitted.
  - 1.22.5.12. Commercially-printed reproductions of paintings, drawings, hand-pulled prints, or other forms of original two-dimensional

work are permitted but cannot make up more than 20% of goods for sale on a vendor's table. Commercially-printed reproductions that are signed and numbered as "art prints" are not permitted. All reproductions must be labelled as such (to distinguish, for example, handmade cards from ones that are mechanically printed).

1.22.5.13. Archival-quality mechanically produced prints of original photographs are permitted, but these must be signed and dated by the photographer.

1.22.5.14. Priority will be given to jewellers who themselves manufacture the primary elements of their work and who demonstrate originality in their designs. Jewellery that consists primarily of premade beads, pendants, and stones that are mounted or strung using premade chains, bezels and/or findings will be given lowest priority.

1.22.5.15. Knitted goods made of natural fibres and exhibiting mastery of traditional techniques and/or originality in design will be considered over knitted goods using acrylic or other manufactured fibres. Knitted goods made from commercial patterns showing, for example, Disney or similar characters are not permitted, though original knitted goods that fall under the category of "fan art" are permitted (see above).

**1.23 Lottery Licence:** During market days, only the market can run lottery-licensed events.

### **Sponsorship Policies**

#### **SJFM - and Community Market**

The SJFM welcomes sponsorship support from private, nonprofit, foundation, and government sources.

The identity of the SJFM will always be prominent in any sponsorship agreement.

Sponsor(s) will be allowed to use their logos and name but they will be secondary to the The Market.

Sponsorships involving physical spaces shall be subject to approval by the City of St. John's, owners of the Community Market facility.

The Executive Director shall have the authority to negotiate sponsorship agreements and propose sponsorship rates. All such agreements are subject to Board approval.

#### Potential sponsors

The Market shall not accept sponsorship from any organization whose objectives conflict with the SJFM mission statement. The Executive Director shall provide an assessment of the fit between sponsor and SJFM values in any sponsorship proposal brought to the Board

#### Goals of sponsorships

- Multi year commitments
- Funding special projects and capital improvements
- Supporting engagement with the neighborhood