



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

Policy Manual

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1.0 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, vendors, and performers of the Co-operative, unless otherwise indicated by motion of the Board of Directors. Conflicts 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.

2.0 Governance

- a. The By-Laws of the St. John's Farmers' Market Co-operative are appended hereto as Appendix I.
- b. *The Co-operatives Act*, SNL 1998, c. C-35.1, is appended hereto as Appendix II.
- c. The Annual General Meeting
 - i. 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.
 - ii. 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.
 - iii. Agenda: The following items of business are required at the Annual General Meeting:
 1. Determination of a Quorum
 2. Approval of the Agenda
 3. Reports
 4. Chairperson's Report
 5. Committee Reports
 6. Market Manager's Report
 7. Report of the Auditor
 8. Election of Directors
 9. Motions
 10. Appointment of the Auditor

3.0 The Board of Directors

- a. General:

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

- i. Provide continuity for the Co-operative by insuring its future through responsible planning, direction and governance;
- ii. Select Executive Director to whom the responsibility for the administration and operation of the organization is delegated, and in particular to review and evaluate their performance regularly on the basis of a specific job description, including executive relations with the board, leadership in the organization, and in the oversight of the Market;
- iii. 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;
- iv. Hold regular meetings to review Management Reports, Financial Statements, and conduct other business of the Co-operative;
- v. Keep or arrange to be kept accurate financial records of all financial transactions of the Co-operative including monthly statements;
- vi. Insure that all financial obligations of the Co-operative are attended to in a timely manner;
- vii. Provide leadership and direction regarding the future development of the Co-operative;
- viii. Insure that proper policies are in place;
- ix. Insure that the proper levels of insurance are provided, for operations, facilities and Board of Directors coverage;
- x. 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.

b. 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.

c. 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:

- i. The Chairperson:
 1. 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;

2. 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;
 3. To be a signing officer of the Co-operative.
- ii. The [Immediate] Past Chairperson:
1. The function of the Past President is to provide continuity and organizational memory. The Immediate Past Chairperson provides advice and leadership to the Board regarding past practices and other matters to assist the Board in governing the Co-operative. The Past Chairperson supports the Chair and Vice-Chairperson on an as-needed basis. The Past Chairperson performs the duties of the Chair in the absence or disability of the Chair.
 2. To be a signing officer of the Co-operative.
- iii. The Vice Chairperson:
1. To fulfill the responsibilities of the Chair when required or directed by the Board or when the Chairperson is unable to;
 2. To assume other responsibilities as indicated by the Board of Directors;
 3. To serve as Chair of the HR Committee.
- iv. The Secretary:
1. 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;
 2. 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;
 3. 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:
 - a. Reports;
 - b. Performance Evaluations;
 - c. Correspondence with Government, vendors, members, or the public;
 4. To maintain membership records and serve as Chair of the Membership Committee.

- v. The Treasurer:
 1. Keep or arrange to be kept accurate financial records of all types related to the operations and activities of the co-operative;
 2. 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;
 3. Provide the Board of Directors with a monthly Financial Report, and present same at Board Meetings were possible;
 4. Work closely with the Executive Director to insure that all financial recording systems are working properly and provide support where necessary;
 5. Serve as Chair of the Finance Committee and actively recruit quality participants thereto;
- vi. The Executive Director shall serve as an ex-officio member of the Board of Directors and the Finance Committee. The responsibilities of the Executive Director are delineated in the Job Description below.

4.0 Committees

a. 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 are either:

- i. Committees that serve on an ongoing or continuous basis and are appointed annually at the Annual General Meeting of the Co-operative:
 1. Finance Committee;
 2. Membership Committee;
 3. Policy Committee;
 4. Marketing and Promotions Committee;
 5. HR Committee;
 6. OHS Committee.
- ii. Within the discretion of the Board of Directors to appoint ad hoc committees as needed.

b. Mandates/Terms of Reference:

i. The Finance Committee:

1. Purpose and Mandate: The Finance Committee is a standing committee of the Board of Directors of the Co-operative. The Finance Committee shall be appointed annually by the Board of Directors. The Board may appoint or remove committee members as needed.
2. Membership:
 - a. Shall be open to both Co-operative members and members of the general public as nominated by the Board.
 - b. The Committee shall have, at all times, representation from both vendors and consumers.
 - c. The Treasurer of the Co-operative shall be the Chair.
 - d. The Executive Director shall serve as an ex-officio member of this Committee.
 - e. The Committee shall have no fewer than 3 and no more than 7 members.
 - f. The Auditor or other external financial advisor may be appointed as ex-officio if appropriate.
3. Responsibilities:
 - a. Review the financial performance of the Co-operative and provide recommendations to the Board of Directors as deemed appropriate.
 - b. Review the annual audit and make recommendations to the Board of Directors.
 - c. Provide or arrange to be provided, monthly financial statements to the Board of Directors.
 - d. Liaise with the Co-operative's Auditor and assisting in the implementation of any recommendations related to the annual audit.
 - e. Prepare and present an annual budget to the Membership at the Annual General Meeting of the Co-operative.
 - f. Insure that Committee members acquire sufficient knowledge and skills to responsibly fulfill their duties to the Co-operative.
 - g. Recommend to the Membership at the Annual General Meeting, an Auditor for the coming fiscal year.

ii. The Membership Committee:

1. 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.

2. Membership:

a. The Membership Committee shall be made up of Co- operative Members, shall be appointed annually by the Board of Directors and shall at all times have representation from both consumer and vendor cooperative members.

b. The Membership Committee shall be chaired by the Secretary of the Board of Directors.

c. The Committee shall have no fewer than 3 and no more than 7 members at any given time.

3. Responsibilities:

a. Be a communications mechanism between the general membership and the Board of Directors;

b. Receive, review and recommend to the Board of Directors, applications for membership in the Co-operative;

c. Hear and assist in resolving complaints from members by making recommendations to the Board of Directors;

d. To enhance the capacities of the members to effectively own, develop and protect the Co-operative through the provision of workshops, resources, and information;

e. Plan membership recruitment activities as needed in order to maintain an active and representative membership;

f. Maintain an accurate list of active members.

iii. The Marketing & Communications/Promotions Committee:

1. Purpose and Mandate: The Marketing & Fundraising Committee is a standing committee of the St. John's Farmers' Market (SJFM) Co-operative. 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.

2. Responsibilities:

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

3. Membership:

- a. The Marketing and Fundraising Committee shall be chaired by a member of the SJFM Board, appointed by the Board of Directors.
- b. The Committee shall have no fewer than 3 and no more than 7 members.
- c. Members may be appointed from the general public as well as from the Co-operative.
- d. Both vendors and consumers shall be represented on the committee at all times.
- e. The relevant staff member shall sit as an ex-officio member of the Committee.

iv. The Policy Committee:

1. 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.
2. Responsibilities of the Committee:
 - a. Reviewing the existing policies of the Co-operative.
 - b. Developing draft policies for Board review, as requested by the Board of Directors.

- c. Providing advice to the board regarding policy violations and enforcement measures.
- d. Liaising with other committees as appropriate.
- e. Consulting with and receiving advice from relevant regulatory and standards agencies, particularly regarding food safety and public health and safety matters.
- f. 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.
- g. Maintaining the existing Policy Manual and make changes or additions as needed.

3. Membership:

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

v. The Human Resources (HR) Committee:

- 1. Purpose and Mandate: 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.
- 2. Responsibilities of the Committee:
 - a. Becoming familiar with various ethical, legal, fiscal, and practical matters as they relate to employees;
 - b. Liaising with the Policy Committee regarding employment- related policies;
 - c. Consulting with and receiving advice from relevant individuals and agencies, particularly regarding ethical, legal, fiscal, and practical matters related to HR;

- d. Preparing draft job descriptions as needed;
- e. Provision of feedback and support to employees as needed;
- f. Assistance, as needed, with disciplinary or dispute resolution matters;
- g. Assistance with research into current sector salaries and benefits packages.

3. Membership:

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

vi. The OHS Committee

- 1. Purpose and Mandate:
- 2. Responsibilities of the Committee:
- 3. Membership:

5.0 Co-operative Membership Policies:

a. Introduction: Membership Definitions:

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

- i. 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.

- ii. 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.
- b. Summary of Rights, Services and Responsibilities of a Member
 - i. Minimum requirements: The minimum requirement for continued membership in the Co-operative 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.
 - ii. Standard expectations: Members of the Co-operative 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.
- c. Rules and Procedures for Acceptance and Removal of Members:
 - i. 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.
 - ii. 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.
 - iii. 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.
 - iv. A person or incorporated body approved for membership by the Co-operative shall subscribe for at least one share as a condition of membership.
 - v. 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.
 - vi. 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 member meeting. 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.

- vii. 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. Notice of this provision and of the available methods of participation in the Co-operative shall be provided 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.
 2. Pursuant to section 85 of the Act, the Cooperative shall purchase the shares of any member whose membership is terminated in this manner.

6.0 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:

a. 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:

- i. The St. John's Farmers' Market Co-operative complies with the Human Rights Act, in particular supports equal opportunity in employment practices, without discrimination on the grounds of race, religion, colour, gender, sexual orientation, physical or mental disability or age.
- ii. The Co-operative may develop and maintain clear job descriptions for each employee position.
- iii. The Executive Director is responsible for all HR management and hiring, and may request the assistance of the Board on an as-needed basis.
- iv. 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.

- v. **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.
- vi. **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.
- vii. **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.

- viii. **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. The HR committee shall attempt to resolve the situation to the satisfaction of both the co-operative and the employee. Recommendations brought from the HR Committee to the Board of Directors shall be made a motion before the Board.

- ix. **Resignation and Dismissal Procedures:**

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

- b. **Work Safety:**

- i. **Responsibility:** It is the responsibility of all vendors, volunteers, and staff to maintain safety as a priority at the Market.
- ii. **Standards:** The St. John's Farmers' Market shall comply with all relevant occupational health and safety standards – these apply equally to volunteers and staff.
- iii. **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 OHS staff representative or ED and the chair of the HR Committee in writing. Any such issues will be addressed at the next meeting of the board of directors.

c. Performance Reviews:

i. Staff: The Executive Director meets with the Vice-Chair and Chair of the Board at least once per year for performance review. All other staff are reviewed by the Executive Director at least once per year for performance review:

1. Initial Meeting: At the beginning of an employee's contract the employee shall meet with the Executive Director for on-boarding orientation, to review the expectations for their position and sign a contract setting these expectations down in writing.

2. Mid-Point Meeting: At the midpoint of each employee's contract they shall meet with the Executive Director. The Executive Director shall present written feedback as developed by the HR Committee and shall record in writing any responses or planned changes the employee suggests.

3. Final Performance Review: The Executive Director or HR Committee may conduct an exit interview with employees within 30 days of the end of their contract. All feedback shall be provided in writing.

ii. Board Performance Review:

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.

iii. Volunteer Performance Review/Feedback:

The Executive Director may develop and implement procedures for performance review and feedback for market volunteers.

d. 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.

Should the performance of an employee escalate to immediate cause for termination, the Executive Director has discretion to terminate.

e. Employee Travel Policy:

i. 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. Expenses and rates follow the provincial government policies for accommodations, automobile, meals, transportation, and travel.

- ii. Other travel related expenses may be reimbursed with the approval of Management.
- iii. Employees must complete a Travel Claim Form indicating all expenses and any travel advance provided.
- iv. Travel advances may be provided upon completion of a Travel Advance Form and approval by Management.

7.0 Public Liability Insurance

a. Insurance for the Market:

The Board of Directors shall ensure that the Co-operative maintains sufficient public liability insurance.

b. Directors and Officers Liability:

The Board of Directors shall maintain Directors and Officers Liability coverage for the Co-operative.

c. Liability insurance for vendors:

Vendors shall be made aware that the Co-operative's insurance does not normally cover the value of their goods or equipment or anything stored on site, 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.

8.0 Code of Conduct and Complaint Procedure

a. Code of Conduct

The Farmers' Market is a community where an attitude of respect, collaboration, and fun is important. All attendees, volunteers, vendors, performers, 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:

- i. All vendors, volunteers, staff and board members shall conduct themselves in a courteous and respectful manner towards the public and all market participants;
- ii. All vendors, volunteers, staff and board members: shall refrain from any behaviour that interferes with the rights or working/ selling opportunities of vendors;

- iii. All vendors, volunteers, staff and board members shall refrain from using language which is offensive, threatening or intimidating to others;
 - iv. All vendors, volunteers, staff and board members shall operate vehicles or equipment in a safe and responsible manner;
 - v. All vendors, volunteers, staff and board members shall respect and adhere to the Policies of the Market;
 - vi. Vendors, volunteers, staff and board members shall not participate in the market under the influence of alcohol or drugs.
- b. Conflicts between the public and market vendors:
- i. Should a dispute arise, the public should be encouraged first to deal directly with vendors and resolve issues at that level;
 - ii. If a direct resolution is not forthcoming, members of the public may appeal to the Executive Director. The ED shall then attempt to resolve the situation;
 - iii. If the complainant remains unsatisfied, they may write a letter 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.
- c. Conflict between the public or vendors and the Cooperative:
- i. 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.
- d. Conflicts between vendors:
- i. Vendors shall be encouraged to resolve conflicts amongst themselves first in a spirit of collaboration;
 - ii. If vendors cannot resolve the issue amongst themselves, the Executive Director or any board member who is on site at the market shall document it, send it to the parties, and send it to the Board for review and possible resolution. .
 - iii. Should the issue continue, the Executive Director, one or both vendors may request a formal resolution process. This process has several steps:
 1. A meeting between the complainant and both the Executive Director and Vice-Chair to outline the issue involved.

2. A meeting between the Executive Director, the Vice-Chair, and the subject of the complaint to outline the issue and clarify the details.
3. The Executive Director 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.

e. Employees of Vendors:

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

f. 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.

g. 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:

- i. Market Staff: See Section 6.9 (Disciplinary Procedures)
- ii. 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.
- iii. 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 upon a majority vote of the Board. They may reapply after a period of 6 months. Re-admittance of a removed vendor shall be at the sole discretion of the Board. Violations by vendor employees are considered here to be violations by the vendor.
- iv. Consumers: Consumers who fail to abide by the decisions of the Board of Directors regarding dispute resolution may be refused entry to Market premises.

h. **Harassment Prevention Policy**

This policy governs all consumers, vendors, members, staff, and board members of the St. John's Farmers Market Co-op (hereinafter referred to as "workers"). This plan is accessible to all and will be reviewed as necessary.

1.0 Purpose

1. Every worker is entitled to employment free from workplace harassment.
2. The St. John's Farmers' Market Co-op (SJFM) is committed to eliminating, where possible, or otherwise, minimizing the hazard of workplace harassment; SJFM prohibits harassment in any form in the workplace, outside the workplace but involving SJFM workers, and at SJFM sponsored events and markets.
3. All workers have an obligation to take reasonable care to
 - a. Not engage in bullying or workplace harassment;
 - b. Report observations or experiences of bullying and workplace harassment; and
 - c. Comply with the harassment prevention plan.
4. All supervisors have an obligation to ensure the health and safety of workers, including the obligation to apply and comply with the harassment prevention policy;
5. Any information obtained relating to workplace harassment, including personal information, will not be disclosed unless it is necessary for the purpose of an investigation, protecting workers, corrective action relating to the complaint or where required by law;
6. The harassment prevention plan is not intended to discourage a worker from exercising his or her rights under the **Human Rights Act, 2010**, the **Criminal Code** (Canada) or any other law of the Province or of Canada; and
7. SJFM shall protect workers from retaliation and provide support to workers when workplace harassment occurs.

2.0 Definitions

1. "Harassment" means any inappropriate conduct, comment, display, action or gesture:
 - a. that either:
 - i. is based on race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or a place of origin, language, (or any other prohibited grounds under applicable human rights legislation);
 - ii. adversely affects a worker's psychological or physical well-being and that the harasser knows or ought reasonably to know would cause the worker to be humiliated or intimidated; and/or
 - b. that constitutes a threat to the health or safety of a worker.
2. Harassment includes repeated conduct, comments, displays, actions, or gestures, or a single serious occurrence of conduct, or a single serious command, display, action, or gesture that has a lasting harmful effect on a worker.

3. Harassment does not include reasonable action taken by a manager or supervisor relating to the management and direction of staff and vendors in the workplace.
4. "Sexual Harassment" is a type of harassment and means:
 - a. engaging in a course of aggravating comment, conduct, gesture, or contact of a sexual nature including those relating to sex, sexual orientation, gender identity, or gender expression where the course of comment, conduct, gesture, or contact is known or ought reasonably to be known to be unwelcome; or
 - b. making a sexual solicitation or advance where the person making the solicitation or advances in a position to confer, grant, or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

3.0 Procedures for reporting instances of Harassment

5. SJFM will investigate all forms of harassment.
6. Anyone who witnesses or becomes aware of harassment in any form must report such misconduct to the Executive Director.
7. Board members, staff, and vendors who become aware of harassment must initiate positive steps to remedy the circumstance whether or not the victim of the harassment wishes to initiate the complaint process, and whether or not the offending party or the victim is working within the individual's scope of responsibility.
8. Board members, staff, and vendors are expected to cooperate with the investigation of a complaint or incident of harassment in the workplace.
9. The following procedure applies with regard to instances of harassment:
 - a. A worker experiencing or witnessing harassment should, where reasonable and appropriate, tell the offending person to stop. If the worker is not comfortable confronting the offending person, or if the harassment continues after the person has been told to stop, then the worker ("complainant") should report the harassment to the Executive Director. In accordance with applicable Provincial legislation, the complainant may have the right to request the assistance of an occupational health and safety officer to resolve the complaint, and/or file a complaint with the provincial Human Rights Tribunal.
 - b. Following a complaint, management will conduct an investigation. The names of the complainant, alleged harasser ("respondent"), and any witness, and the circumstances related to the complaint will not be disclosed to any person except where disclosure is necessary for the purpose of an investigation, protecting workers, corrective action relating to the complaint, or where required by law.
 - c. The respondent will be offered a chance to respond to the complaint.
 - d. The investigation will be completed in a timely manner and the resolution will be implemented immediately after the investigation is completed. The

complainant and the respondent will be notified, orally and in writing, of the results of the investigation.

- e. Notwithstanding the foregoing, where the respondent is the Executive Director, the complaint shall be submitted to a member of the Board of Directors.

4.0 Compliance

- 10. SJFM will undertake corrective action if it is determined that a person under SJFM’s direction has subjected another person to harassment. Such action may include discipline, up to and including termination of employment for cause.
- 11. A complaint made under false pretences or retaliation in any form against the person involved in a complaint or an investigation is a serious breach of this policy and may result in discipline, up to and including termination of employment for cause.
- 12. Reprisal, defined as any act of retaliation, either direct or indirect, against any person who makes a complaint or acts as a witness under this policy is prohibited. Any worker who engages in reprisal against anyone who has filed a complaint or who is co-operating in an investigation of a complaint may be disciplined up to and including termination of employment for cause.

9.0 Market Operational Policies

- a. Fee Schedule

<u>Vendor Type</u>	<u>Rate/day</u>	
Indoor Farmer	\$1.30/square foot	
Indoor Vendor	\$1.55/square foot	
Indoor Non-Profit	\$0.64/square foot	
Outdoor Farmer	\$35.00	Up to 10x10 space against garage doors, or a double space in the vendor parking stalls
Outdoor Vendor	\$50.00	
Outdoor Non-Profit	\$15.00	
Outdoor Food Truck	\$100.00 (see section 9.0.b.v.: “No outdoor food trucks at Saturday markets”)	
Performing Buskers (e.g.: musicians, jugglers, statues, etc.)	No fee. (see sections 9.0.c. and 9.0.x)	
Vendors providing a singular product/service for individual sale (e.g.: balloon animals, face painting, etc.)	\$15 with no space allocation.	
Utility Fee (electrical)	\$10	
Storage Room Fee	See Section 9.0.s. (\$3.75 per square foot/month + hst, minimum 2’x4’, maximum 8’ high)	

All rates subject to HST.

b. Account Arrears:

The SJFM Cooperative shall provide clients/customers with 30 day terms upon invoicing. After 30 days, 5% interest per month will incur on all overdue accounts. Statements will be issued after 30, 60, and 90 days. Accounts overdue by 90 days will be reviewed by the board, who will decide on further actions, as required.

c. Cancellation policy:

i. 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.

ii. No Show Policy:

Vendors who no-show without notice will be charged fully for their space that day. Vendors who are no-shows without notice three times in a calendar year will not be allowed to vend for the remainder of that calendar year.

iii. Outdoor and Farm Vendors:

Outdoor and farm vendors may cancel with no penalty if the cancellation is due to weather.

iv. 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 or Executive Director.

v. Outdoor Food Trucks:

Food trucks shall be permitted to vend from the parking lot of the SJCM on regular Saturday markets from January 1st to April 30th only. The space available shall be designated by the Market Manager. There shall be a limit of one (1) food truck per market which shall be scheduled at the discretion of the Market Manager. No electrical access to the SJCM shall be permitted. A \$100 fee shall apply.

d. 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.

i. 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. Applicants shall be made aware that proceeding through the adjudication 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. Non-Food Vendors

All policy-compliant applications shall be offered an opportunity to be forwarded to attend for adjudication and confirmation of artisan standards, including applications to sell products already sold at the Market. See Quality standards and vendor requirements: Craft Products Section 9.0.z.cc.

2. Food Vendors

All appropriate provincial/federal certifications must be in place (e.g. Service NL Food Establishment Licence). All policy-compliant applications shall be offered an opportunity to attend for adjudication and confirmation of product-appropriate standards, including applications to sell products already sold at the Market. See Food Safety Policy Section 9.0.u., and Quality standards and vendor requirements: Prepared food products Section 9.0.z.ii,

e. Tables for non-profits and community organizations:

Non-profit organizations may set up tables and their own tents at no charge outdoors, or in the non-profit space.. Non-profits cannot sell any products at their table. If a non-profit or community organization requests to sell products, their products must meet market criteria and the group will be charged regular vendor fees. No raffle or lottery tickets may be sold.

f. SJFM Operated Tables:

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

g. 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.

h. Preference:

The Market manager shall use the following criteria to inform the allocation of table space:

i. 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.

- ii. Cooperative Membership: The Market Manager may give priority to Vendor Members of the Co-operative over non-members in space allocation.
 - iii. 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.
 - iv. Commitment to Season: the Market Manager may give priority to vendors who have made a full-season attendance commitment.
 - v. Seniority at Market: the Market Manager may give priority to vendors who have been consistent participants at the Market for 3 years or more.
 - vi. Alternate Sales Outlets: Preference shall be given to vendors whose primary point of sale is the Farmers' Market.
 - vii. Any application from a business that has an existing storefront outside the Market must be presented to the Board of Directors for consideration.
 - viii. 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.
 - ix. Values: vendors whose values are judged to be in keeping with the mission of the Co-operative (as laid out in its Bylaws) may have preference in table allocation.
- i. 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.

- j. Appeal Process:

Vendors who are rejected either after an initial application or after adjudication/evaluation 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.

- k. Hours of Operation:

The Market shall operate on such dates and hours as the Board agrees on. Vendor sales outside of these hours must submit a request in writing to the Executive Director for approval.

- i. Set-up time: Vendors may begin set-up at 6:30 a.m. on Market mornings.
- ii. Set-up completion: set-up must be complete by 9 a.m.
- iii. Table Reassignment: Vendors must be ready to sell by 9:00 a.m. or they will be considered a “no-show” and their table may be reassigned to another Vendor.
- iv. Takedown: Vendors can breakdown their stalls as of 4 p.m., and not before unless Vendor has Market Manager’s permission to leave (sold out, etc.). Breakdown must be completed, with garbage removed and vendor stall vacated by 5:00 p.m. Vendor spaces are to be left in the same condition at the end of the market as they were at the start.

l. 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.

m. Assistance with site cleanup (indoor vendors):

Indoor vendors must wipe down tables, fold them where possible, and bring them close to the back room.

n. Physical limitations:

Any vendors who are physically unable to assist with moving equipment are exempted from these requirements.

o. Parking:

The goal of Market parking policy is to maximize space for paying customers and particularly for customers with mobility challenges.

- i. Loading Zone: Vendors may park at, or near, the main entrance between 6:30 and 8:45 a.m. to unload for Market day.
- ii. Designated Vendor Parking: Prior to set up, once unloading is complete, Vendors must move their vehicle to the designated vendor parking area (CRA lot, access from Empire Avenue).
- iii. Takedown: Vendors may not bring their vehicle(s) back to the customer parking area until after 4 p.m. and until their stall is packed up and ready to load, unless approved by the Market Manager.
- iv. Exemptions: Approved outdoor vendors who sell from their vehicles are exempt from this policy. Vendors with disabilities are exempted from the requirement to park in the vendor area.

p. Consequences:

Vendors found in violation of these policies will be subject to the following consequences:

- i. First violation: Removal from the vendor list for one week.
- ii. Second violation: Removal from the vendor list for one week and a \$50 fine, payable to the Co-operative. Vendors will not be allowed to return until this

fine is paid.

- iii. Third violation: Removal from the vendor list for an additional two markets and a \$100 fine.

q. Vendor Equipment and Supplies:

- i. 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.
- ii. 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 they bring 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.
- iii. Extra tables: Outdoor vendors may rent additional tables. Indoor vendors may not, unless an exception is made by the Market Manager.
- iv. Sneeze Guards: A limited number of sneeze guards are available for rent from the Co-operative at a rate of \$5/week.
- v. 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.

r. Storage:

The Co-operative 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 9.0.q.iii) and the following criteria:

- i. 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.
- ii. Maintenance: Vendors must keep their storage area orderly in accordance with the Storage Agreement between the SJFM and the vendor (see 9.0.q.iii.).
- iii. 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.

s. Signage:

- i. Content: Vendors shall display a sign with the Vendors Name, Farm Name or Corporate Name, location and contact information.
 - ii. Food Vendor signs: Food vendors must display a valid food license.
 - iii. 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.
- t. Product Display Standards:

All displays should be neat and tasteful. We require that each vendor use a tablecloth to protect tables and enhance presentation. Food vendors must use impermeable table coverings to avoid damage to market property. Vendors must maintain a clear walkway for customers to move from one vendor to another.

- u. 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:

- i. 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.
- ii. 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.
- iii. As part of the 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.
- iv. 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.
- v. 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.
- vi. 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.

v. 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

w. 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.

- i. 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.

x. Smoking and Drugs:

The SJFM shall be maintained as a non-smoking and drug-free public event.

y. Quality standards and vendor requirements:

i. Farm Products:

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.
2. Secondary agricultural products: Vendors of secondary agricultural products must declare that such products are made 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.
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.
 - a. Provincial Standards: Agricultural Producers shall adhere to all provincial environmental standards
 - b. 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.
 - c. Organic Certification: 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.

- d. 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.

- ii. Prepared food products:

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.
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.
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.
4. Supplementary jury approvals may be requested at the discretion of the Market Manager or Board of Directors.
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.
6. Jury acceptance will be based on the variety of food product, uniqueness within the market, quality of ingredients/preparation and presentation.

- z. 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.

- aa. Food Safety:

Prepared food vendors must be inspected and must follow all relevant food safety legislation and guidelines.

- bb. Craft products:

- i. All craft products shall be approved by an independent jury appointed by the Board of Directors.
- ii. 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.
- iii. Items which are not acceptable include crafts made from kits and items that are mass produced, used or commercially manufactured.
- iv. Jury acceptance will be based on the variety of goods, originality of design, quality of workmanship and artist involvement.

- v. Work should show imagination, skill and individuality of the craftsperson.
 - vi. Vendors are not permitted to buy products from someone else and re-sell at the Market.
 - vii. As a general principle, pre-manufactured components should not dominate the aesthetic of goods to be sold or the contribution of the craftsperson. Vendors are not permitted to re-sell goods.
 - viii. Goods must be of original or traditional design, and cannot violate copyright laws.
 - ix. "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.
 - x. 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.
 - xi. 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.
 - xii. 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).
 - xiii. Archival-quality mechanically produced prints of original photographs are permitted, but these must be signed and dated by the photographer.
 - xiv. 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.
 - xv. 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).
- cc. Lottery Licence:
During market days, only the market can run lottery-licensed events.

dd. Sponsorship Policies:

- i. The SJFM welcomes sponsorship support from private, nonprofit, foundation, and government sources.
- ii. The identity of the SJFM will always be prominent in any sponsorship agreement.
- iii. Sponsor(s) will be allowed to use their logos and name but they will be secondary to the Market.
- iv. Sponsorships involving physical spaces shall be subject to approval by the City of St. John's, owners of the Community Market facility.
- v. The Executive Director shall have the authority to negotiate sponsorship agreements and propose sponsorship rates. All such agreements are subject to Board approval.
- vi. 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

vii. Goals of sponsorships:

1. Multi-year commitments;
2. Funding special projects and capital improvements;
3. Supporting engagement with the neighborhood.

Appendix I

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

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

Approved: April 28th, 2019

1. Corporate Data:

1.1. **Name:** The name of the co-operative shall be “**The St. John’s Farmers’ Market Cooperative Limited**”.

1.2. **Registered Address:** The Registered address of the co-operative shall be:

St. John’s Community Market
245 Freshwater Road
St. John’s, NL
A1B 1B3

1.3. **The Mission** of the Co-operative is to promote and create local food systems and build community through the operation of a co-operatively owned farmer’s market. ‘Food Systems’ is here defined as “. . . all processes involved in feeding a population: growing, harvesting, processing, packaging, transporting, marketing, consumption, and disposal of food and food-related items. It also includes the inputs needed and outputs generated at each of these steps.”

1.4. **The Objects** of the co-operative shall be as follows:

- To promote locally grown fresh high quality produce and goods
- To provide an economic outlet for local farmers, producers and artisans
- To create an alternative marketing opportunity that allows farmers, artisans and consumers to interact directly with each other, rather than through a third party
- To otherwise strengthen the connection between farmer and consumer
- To educate consumers about the benefits of supporting local agriculture and using locally produced foods and products
- To build a healthy community by creating a social opportunity to gather and interact
- To celebrate the City’s history, uniqueness, cultural diversity, charm and potential
- On behalf of its members, take membership in industry organizations or associations where appropriate and valuable to the membership;

- To seek financial assistance to undertake these objectives and to negotiate contracts and other arrangements with government agencies and departments on behalf of its members in pursuit of these objectives;
- To ensure, through a continuing education program amongst its members, a thorough understanding of co-operative principles and practices as well as a general understanding of the operations and policies of the co-operative itself, and to promote the co-operative movement, by the membership and otherwise, in other co-operative societies to the benefit of all its members.

1.5. **Fiscal Year:** The fiscal year of the co-operative shall end on 31 December of each year.

2. Membership

2.1. The Co-operative shall recognize two full Membership Groups, namely:

2.1.1. **The Vendor Group:** Individuals, corporate bodies and incorporated cooperatives which are or wish to become regular vendors at the St. John's

Farmers' Market, who support the goals and objectives of the co-operative and abide by the various policies and practices as determined from time to time by the co-operative;

2.1.2. **The Consumer Group:** Individuals who have a personal and particular interest in furthering the goals and objectives of the co-operative and contributing to its success;

2.2. The co-operative may recognize and provide for Associates from consumers and other individuals and related community organizations who support the objectives of the Co-operative. Such members shall have advisory and supporting roles within the co-operative, but will not have the particular rights or privileges of full co-operative membership as defined in Section 2.1 of these By-Laws.

2.3. Individuals, incorporated bodies and incorporated co-operatives that meet one of the definitions in Section 2.1 may become members of the co-operative. In accordance with Section 81 of the Co-operatives Act and these By-Laws, Corporate and co-operative members must supply the co-operative in writing the name of the person who shall represent the corporation or co-operative as well as the name of an Alternative Representative.

2.4. 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.

2.4. Application for membership shall be made to the Secretary of the co-operative in writing (this may include online submissions) 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.

2.5. 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 Cooperative. 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

2.6. 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

2.7. 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.

2.8. 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.

2.9. If, in the judgement 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.

2.10 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.

2.10.1 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.

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

3. Membership Shares and Member Loans

3.1. The par value of a membership share in the co-operative shall be fifty dollars (\$50.00), which shall never be withdrawn, transferred, repaid or otherwise disposed of at more than the par value. The Co-operative shall pay no interest on membership shares.

3.2. Purchase of shares may be made in any of the following ways:

- Full cash payment at the moment of admission,
- In periodic installments as determined by the co-operative in General Meeting;
- In services or property, upon application to, and with the approval of the Directors, that is the fair equivalent of the money that would have been received if the share had been issued for money,

Or in combinations of the above conditions, subject to approval by the Board of Directors of the Co-operative,

Further, a share certificate may only be provided upon full payment of the share purchase amount.

3.3. The co-operative shall have a lien on shares and/or member loans of any member or any debt owed it by that member and may offset a sum credited to that member in the form of shares in or toward the payment of the debt.

4. Allocation of Surplus

4.1. Where a co-operative has a surplus in a fiscal year, the Directors shall apply the surplus

4.1.1. first to pay taxes due

4.1.2. second, to retire all or part of a deficit it has previously incurred, and

4.1.3. third, as required by the Co-operatives Act, maintain a reserve of not more than 10%.

4.1.4. The balance of the net surplus, if any, shall be used exclusively in promoting the objects of this Society as per Section 1.4 of these By-Laws.

5. Meetings

5.1. At all meetings of the membership, a quorum shall consist of fifty per cent of the full membership plus one member. In addition, a quorum shall require at least one member from each membership group be present.

5.2. Voting:

Only members of the co-operative who have satisfied the terms of full membership set out in these By-Laws shall have the right to vote.

Voting shall be by show of hands, but a second ballot shall be taken when directed by the chairperson, or when demanded by any five members entitled to vote. A secret ballot must be held when electing Directors or when requested by any five members entitled to vote.

No member shall have more than one vote at any meeting of the cooperative, nor shall a member vote on behalf of another member or other members. In case of a tie the motion shall be deemed lost.

5.3. Annual General Meeting

The Annual General Meeting of the co-operative shall be held within four months of the fiscal year end as determined in the Articles of Incorporation.

The date and time of the location of the meeting shall be fixed by the Directors.

5.4. Regular Meetings:

Regular Meetings of the membership may be held at such place and time as the Directors may determine.

5.5. Special Meetings:

Special meetings of the membership may be called at any time by the Secretary under the direction of the Directors, or by written application of a number of the members required by Section 70 of the Co-operatives Act and specifying the purpose of the meeting.

5.6. Notice of Meeting:

Notice of all meetings shall be given to the Secretary, who shall, at least ten days before the date of the meeting, post a Notice of the meeting in a conspicuous place at the registered address of the Society, and at all places of business of the Society, or by any other means determined appropriate by the membership. Notice calling Special Meetings shall state clearly the nature of the business to be transacted and only business so specified in each Notice shall be transacted at said Special Meeting.

5.7. Action at Meetings

The Chairperson or other designate, as determined by the Directors, shall preside at membership meetings. When a quorum is present at a membership meeting, a majority of the members present and entitled to vote shall decide any matter, unless a larger number be required by law, by the Articles or by these By-Laws. In the event of a tied vote, the motion shall be defeated.

5.8. By-Law Amendments and Special Resolutions

The co-operative may amend its By-Laws and recognize Special Resolutions at Regular Member Meetings, Special Member Meeting and Annual General Meetings and in accordance with the provisions of Section 80 (4) of the Act. Changes or amendments to the By-Laws and Special Resolutions shall be deemed passed only when passed by a majority of the members of each Membership Group as defined in these By-Laws,

- a) at an Annual General Meeting, Special Members Meeting or Regular Meetings of the members of the co-operative called for that purpose, or
- b) at separate meetings of each of the Membership Groups called for that purpose.

6. Board of Directors/Executive Committee

6.1. The Board of Directors shall consist of a maximum of twelve Directors. A maximum of six Directors shall be elected from and by each of the two membership groups.

6.2. At the first Annual General Meeting following upon registration of the Cooperative, the Co-operative shall elect a Board consisting of up to six Directors from and by each of the two Membership Groups. Up to three Directors from each group shall be elected for one year and up to three for two years. In subsequent elections, directors shall be elected for two year terms. Directors whose terms have expired may stand for re-election. However, no directors may serve for more than five consecutive terms.

6.2. Directors shall be elected for two year terms in a staggered format, with 3 Directors from each membership group normally elected at each Annual General Meeting. Should a Director step down before the end of their term, a new director shall be elected at the next Meeting of the Membership to complete the term of the departing Director. Directors whose terms have expired may stand for re-election. However, no directors may serve for more than five consecutive terms.

6.3. Each Membership Group shall nominate from within its number candidates for election to the board of directors. Election of directors shall be by secret ballot only. Ballots shall be destroyed once elections have concluded.

6.4. At meetings of the Board of Directors a quorum shall consist of a majority of the Directors and shall also require that at least one Director from each Membership Group be present.

6.5. Vacancies created within the Board of Directors shall be filled at the earliest possible time. Replacement Directors shall be elected by Special Meeting of the affected Membership Group, or Groups.

6.6. The Board of Directors shall, at each Annual General Meeting of the Cooperative, elect the following Executive Officers: Chairperson, Vice-Chairperson, Secretary and Treasurer. Should they continue to serve on the Board, the most recent past chairperson shall, for one year following the end of their term, occupy the Executive Office of Past Chair.

6.7. The duties of the Executive Officers shall be as follows:

a) It shall be the duty of the Chairperson to preside at all meetings of the Co-operative, represent the interests and decisions of the co-operative to the public and perform such other duties as are necessary to the proper conduct of his or her office. It shall also be the duty of the Chairperson to be a signing officer of the Co-operative.

b) It shall be the duty of the Vice – Chairperson to perform the duties of the Chairperson in the absence or disability of the Chairperson and do such other duties as the membership may designate. It shall also be the duty of the Vice-Chair to be a signing officer of the Co-operative,

c) It shall be the duty of the Secretary to keep or cause to be kept correct record of all meetings. **They** shall have or **ensure the safe** custody of all contracts, leases and other valuable documents pertaining to the business of the Co-operative. It shall also be the duty of the Secretary to be a signing officer of the Co-operative and do such other related duties as the membership shall determine.

d) It shall be the duty of the Treasurer to keep or cause to be kept a full and accurate accounting of all financial transactions of the Cooperative in such form as shall be satisfactory to the membership. The Treasurer shall be a signing officer of the Co-operative and Chair the Finance Committee. He or she shall, where required have **access to** of the cash, securities, book of accounts and other records of the Cooperative, which shall be open at all reasonable times to audit or inspection as authorized by the Co-operatives Act and these By-Laws, and perform such other related duties as may be required of him or her by the Co-operative.

e) Past Chair: The Past Chair shall be responsible for providing background on key governance and operational issues to the incoming Chairperson and for otherwise supporting a smooth transition of Executive responsibilities.

6.8. Vacancies within the Executive Committee shall be filled by election at the next meeting of the Directors and that person shall hold office until the next Annual General Meeting.

6.9. An Executive Officer may be removed from executive office by resolution of the Directors of the Co-operative.

7. Committees

The Directors of the Co-operative shall appoint Committees. In particular, the Directors shall appoint a Finance Committee, to be chaired by the Treasurer and other individuals as the Board may approve. All Committees shall be delegated powers necessary for the efficient conduct of the affairs and business of that service or operation.

Each Committee shall include at least one Director. All voting members of Committees shall be members in good standing of the Co-operative. Ex- Officio committee members may be appointed provided they demonstrate the appropriate interest, background and expertise to contribute to the mandate of the Committee.

8. Corporate Indemnification

8.1. Subject to the provisions of the Co-operatives Act, every Director and senior officer or his/her heirs, executors and administrators, and estate and effects, respectively, shall at all times be indemnified and saved harmless out of the funds of the co-operative, from and against: all costs, charges and expenses whatever that such Director or Officer sustains or incurs in or about any section, suit or proceeding that is brought, commenced or prosecuted against the Director or Officer, for or in respect of any act, deed, matter or thing whatever, made, done, or permitted by the Director or Officer in or about the execution of the duties of his/her office; and all other costs, charges and expenses that the Director or Officer sustains or incurs in or about or in relation to the affairs thereof.

9. Executive Director

The co-operative may hire a Executive Director to direct and manage the day-to-day operations of the co-operative;

Subject to direction from the Directors, the Executive Director shall:

9.1. have general charge of the finances and custody of the funds of the co-operative;

- 9.2. have power to endorse for deposit or collection, all notes, cheques, drafts and other obligations or payments to the cooperative and to accept drafts on behalf of the cooperative;
- 9.3. cause accurate books of account to be kept, which shall be the property of the cooperative;
- 9.4. keep at the registered address, as set by the Directors, these documents and any others as the Directors shall determine; and
- 9.5. shall have such other duties and powers as determined by the Directors.

9. Paid Staff

The co-operative shall hire such staff as necessary to achieve the objects of the Cooperative

10. Reports

The Directors shall require the Chairperson and/or the Secretary or Treasurer and/or the Chairs of Committees to submit or cause to be submitted to the membership, at the Annual General Meeting, financial statements and other reports in such form as the Directors may require from time to time.

11. Operating and Trading Policies

Written Policies, separate from these By-Laws, may be established by the members or by the Directors. These Policies may be added to, amended, or repealed at any meeting of the Members by a majority of those present. These Operating Policies shall be binding on all members, directors and employees, unless inconsistent with law, the Articles or these By-Laws.

12. Dissolution

If, for any reason, the affairs of the co-operative are dissolved or wound up and there remains after satisfaction of all liabilities, including shares and loans, any property whatsoever, it shall be distributed in accordance with Section 115 (5) of the Cooperatives Act.

13. Amendments

These By-Laws or any part thereof may be repealed or amended by a Resolution of the Co-operative, passed in accordance with the provisions of Section 80 of the Co-operatives Act and Section 5.8 of these By-Laws.

Appendix II

The Co-operatives Act, SNL 1998, c. C-35.1

<https://assembly.nl.ca/Legislation/sr/statutes/c35-1.htm>

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.