

MEMORANDUM OF AGREEMENT

B E T W E E N

GREENPEACE CANADA
(the "Employer")

- and -

COPE Local 343
(the "Union"),

Collectively known as "the Parties"

Whereas the Parties have a mature collective bargaining relationship.

And whereas the Parties now wish to renew the Collective Agreement that governs relations between them.


The parties now agree as follows:

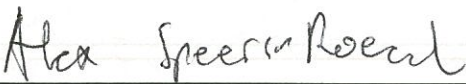
1. The Parties agree to amend and revise the Collective Agreement in place between them in accordance with all materials attached to this memorandum, which include the Collective Agreement and the following Schedules:
 - (i) Schedule "A" – Anti-Discrimination and Harassment Policy.
 - (ii) Schedule "B" – Letter of Agreement between Greenpeace Canada and COPE Local 343 regarding Paid Interns.
 - (iii) Schedule "C" – Compensation System Information
 - (iv) Schedule "D" – Process for Positioning New Hires
 - (v) Schedule "E" – Furlough Day Protocol
 - (vi) Schedule "F" – Annual Increases

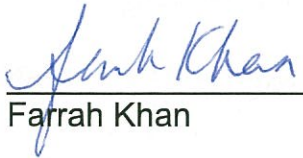
2. The term of this Agreement will commence April 1, 2016 and expire on December 31, 2017.

All of this is agreed to by the Parties at Toronto this 29 day of May, 2017.

For the Union


Per: 
Patty Clancy

Per: 
Alex Speers-Roesch

Per: 
Farrah Khan

For the Employer

Per: 
Maz Magoris
Finance and Operations Director

Per: 
Tara Tallentire
Head of Human Resources

COLLECTIVE AGREEMENT

BETWEEN:

GREENPEACE CANADA

(THE “EMPLOYER”)

-AND-

COPE LOCAL 343

(THE TORONTO GREENPEACE STAFF ASSOCIATION)

(THE “UNION”)

February 28, 2017

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ARTICLE 1 PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees represented by the Union; to provide mutually satisfactory working conditions for the employees subject to this Collective Agreement; and to establish the procedures for the settlement of differences which may arise.

ARTICLE 2 RECOGNITION

2.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees of Greenpeace Canada in the Greater Toronto Area (as defined in the Golden Report), save and except Directors and Managers, persons above the rank of Director and Manager, canvass personnel, Senior Accountant, department Administrative Assistants and the Executive Assistant to the Executive Director.

For greater clarity, Assistant positions excluded from this agreement are as follows:

- Executive Assistant
- Fundraising and Supporter Engagement Assistant
- Assistant to the Program Director
- HR Assistant

2.02 (a) A full time employee is defined as an employee who is hired for an indefinite period and who holds a full time position.

2.02 (b) A part-time employee is defined as an employee who is hired on the basis of a regular work schedule for an indefinite period, whose regular hours of work are less than thirty-five (35) hours and more than eight (8) hours per week.

2.02 (c) (i) A contract employee is defined as an employee hired by the employer for a limited period of time.

Unless mutually agreed between the Union and the Employer, contract employees have terms limited to one calendar year.

Thereafter, the contract must end with the person:

- a. being terminated;
- b. being made a permanent employee.

The employer shall confirm a minimum of two (2) weeks prior to the expiration of the contract whether they are seeking to extend the contract or whether the contract will terminate on its expiry.

Contract employees shall in all respects be covered by the Collective Agreement except as otherwise excluded. For greater clarity, contract employees are not permanent employees.

The Union shall be notified in advance of the employment of any contract employee. The Union is entitled to dues for contract employees from the date their employment commences.

- 2.02 (c) (ii) At the end of the limited period of a contract employee, the contract shall be terminated and the employee shall be released, and such release shall not form the basis of a grievance, and shall not be deemed a layoff and the employee shall not have the right to displace another employee.

In the case that a contract employee is hired directly into either a full time or part time position without a break in employment, the time spent working on contract will be considered continuous service for calculating sick days and vacation days and for eligibility of benefits. The employee shall be considered probationary for the first ninety (90) days actually worked in the permanent position.

- 2.03 (a) Work normally done by bargaining unit employees shall not be performed by persons outside of the bargaining unit if such would result in the reduction of hours or a lay-off.

- 2.03 (b) The Employer shall not contract out bargaining unit work without the written consent of the Union. The Union agrees to be reasonable in the granting of such consent and recognizes that the Employer may need to contract the services of outside experts where this expertise is lacking in the bargaining unit. Contracting out, however, shall not be used as a general method of replacing bargaining unit jobs for the on-going work of the organization, and shall not result in the layoff of any full time or part time employees.

- 2.03 (c) The Employer shall not reassign any work usually performed by members of the bargaining unit if, as a direct result of such reassignment, a layoff of any full time or part time employee results from such reassignment.

ARTICLE 3 RELATIONSHIP

- 3.01 Both the Union and the Employer agree that all employees have the right to equal treatment with respect to employment without discrimination based on race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation or gender identity, age, record of offenses (as defined by the Ontario Human Rights Code), marital status, family status or disability. The anti-discrimination policy is attached as Appendix C, which includes the procedure to follow if an employee feels they are being discriminated against, or if an employee has been accused of discrimination.
- 3.02 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership in the Union or for participating in lawful Union activities.
- 3.02 The Union agrees that its' officers, agents, representatives and members will not engage in Union activities during working hours or on Employer property except as authorized by this Agreement.

ARTICLE 4 MANAGEMENT RIGHTS

- 4.01 The Union recognizes and acknowledges that the management of the operations and direction of the working force are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that except as expressly modified by this collective Agreement it is the exclusive function of the Employer to:
- (a) maintain order and efficiency;
 - (b) hire, promote, demote, classify, transfer, layoff and recall employees;
 - (c) discharge, suspend, or otherwise discipline employees for just cause provided that a claim by an employee that s/he has been discharged or disciplined without just cause may be the subject of a grievance, and dealt with as hereinafter provided;
 - (d) make, enforce, and alter, from time to time, reasonable rules and regulations to be observed by the employees;
 - (e) determine the nature and kinds of operations to be conducted by the Employer, the location of operations, equipment and materials to be used, the methods and techniques of work to be used, the standards of performance for all employees, the work schedules and the number of employees to be employed;
 - (f) extend, limit, curtail or cease operations of any part thereof;
 - (g) allocate and assign work, determine content of jobs, introduce new jobs and the rates to be paid with respect to them during a collective agreement or contract term, determine the qualifications required by an employee to perform any job, determine the number of employees required to perform any job or function, assign employees to a job or shift, and rearrange jobs, functions and shift schedules for any business purpose.
- 4.02 The Employer agrees that it will not exercise these rights in a manner inconsistent with any other Article contained in this Agreement.

ARTICLE 5 UNION SECURITY

- 5.01 All employees covered by the certification shall pay Union dues as determined by the Union from time to time as a condition of employment.
- 5.02 Union dues shall be deducted from the first pay during each calendar month, the appropriate amount of which shall be as certified by the Union. The Employer shall remit the sum deducted to the Union before the 25th day of the month, along with the names for whom the dues were deducted. At the time dues are first deducted, addresses, date of hire, and social insurance numbers for employees will also be provided.
- 5.03 The Union will save the Employer harmless from any and all claims, which may be made by employees for amounts deducted from pay as herein provided.
- 5.04 T4 slips issued by the Employer shall indicate the amount deducted for Union dues per annum.
- 5.05 On commencing employment, the employee's supervisor shall introduce the new employee via email to a representative of the Union, who shall then meet with the employee. This meeting shall take place within regular working hours during the first two (2) weeks of employment. The meeting will be for a maximum of thirty (30) minutes and shall be without loss of pay. The purpose of the meeting is to acquaint the new employee with the Union and the terms and conditions set out in the Collective Agreement.

ARTICLE 6 UNION REPRESENTATION

- 6.01 It is mutually agreed that the Union has the right to elect or otherwise select a Negotiation Committee consisting of two (2) representatives from members of the bargaining unit. All members of the committee shall be employees who have completed their probationary period. Time spent by the employee members of the Negotiating Committee during regular working hours, at negotiation meetings with the Employer to renew the Collective Agreement, up to and including conciliation, shall be without loss of regular pay. The Negotiating Committee shall have the right to have the assistance at negotiations with the Employer of a representative of the Union who is not employed by the Employer and such technical advisors as required.
- 6.02 (a) The Employer recognizes one of the Union officers designated by the Union to be a Steward. The Steward shall be an employee who has completed his/her probationary period. In the event the Steward is absent, the Union shall appoint an alternative Steward for such absence who shall also be an employee who has completed his/her probationary period.
- 6.02 (b) The right of the Steward to leave his/her work without loss of regular pay to attend to Union business is granted on the following condition: The above-stated Union Steward shall not leave his/her normal assigned duties for the purpose of doing any business on behalf of the Union or to investigate or to discuss any grievance or complaint without first obtaining the permission of his/her supervisor. Such permission will not be unreasonably withheld. When resuming work, an employee who has been given permission to conduct Union business as described above will report to his/her supervisor to advise that s/he has returned. Such business must be between the Union or the employee and the Employer.
- 6.03 The Union will inform the Employer in writing of the names of the Steward, alternative Steward and members of the Negotiating Committee and of any subsequent changes thereto. The Employer shall not be asked to recognize any steward or Negotiating Committee member until such notification from the Union has been received. The Employer will notify the Union in writing when any new supervisor for the bargaining unit is hired or appointed.
- 6.04 The Employer agrees to grant representatives of the Union leaves of absence to a maximum of fifteen person days per year to attend conventions or to perform other functions on behalf of the Union. Such leave shall not adversely affect the Employer's work. The employee on such leave of absence will be paid by the Employer; the Employer will be reimbursed by the Union within the pay period following for the amount paid to the employee. The Union agrees to give reasonable advance notice of the intention to take such leave(s).

- 6.05 The Employer shall provide the Union with the following information on a current basis:
- (a) a list of employees, showing their names, addresses and classifications;
 - (b) job postings, job awards including hiring, promotions, demotions, transfers and terminations.
- 6.06 The Parties agree that no Employee shall be discriminated against or subject to harassment by virtue of being a Union member or exercising their rights under this Agreement.

ARTICLE 7 EMPLOYEE/EMPLOYER RELATIONS COMMITTEE

- 7.01 The parties agree that a joint consultation committee shall be known as the Employee/Employer Relations Committee composed of not more than two (2) representatives from the Union and 2 representatives from the Employer. The Committee shall be used as a forum for consultation about issues relating to the workplace which affect the parties or any employee bound by this Collective Agreement. Time spent by the two employee representatives from the Union at the Employee/Employer Relations Committee during regular working hours shall be without loss of regular pay.
- 7.02 The Committee shall meet at the request of either party. Agendas for these scheduled meetings will be circulated ten (10) working days in advance of the meeting. The role of the Chair shall alternate each meeting between a Union representative and an Employer representative.
- 7.03 While the Committee shall consider and attempt to resolve all problems of mutual concern, it is understood that the Committee shall function in an advisory capacity only and shall have no power to alter, amend, add to or modify the terms of this Agreement.
- 7.04 The Bargaining Unit Steward may make an announcement at the first national staff meeting following the ratification of the new Collective Agreement, of any changes to the Collective Agreement.
- 7.05 All Bargaining Unit employees will receive a standard orientation session upon beginning work at Greenpeace.
- This session will include a tour of the GPC Intranet site with all relevant policies, procedures and organizational information. The new employee will receive an electronic copy of their job description and this Collective Agreement.
- 7.06 The Employer and the union agree to undertake a training session for all managers who supervise members of the bargaining unit, and who have not received such a training previously, within six months of that manager entering their position or within 6 months of the entering into force of this Collective Agreement, whichever is later. An update or ongoing training shall be provided as mutually agreed between the employer and the union.

ARTICLE 8 GRIEVANCE PROCEDURE

8.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

8.02 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

8.03 The Employer shall have the right to refuse to consider any grievance which is not filed within twelve (12) working days of the occurrence of the circumstances giving rise to the grievance becoming known to the aggrieved or when said occurrence reasonably ought to have become known to the aggrieved. The time limits set out in the grievance and arbitration procedure are mandatory and failure to comply, except with the written agreement of the parties, shall result in the grievance being deemed abandoned. Notwithstanding, an arbitrator or Board of Arbitration shall have the power to extend the time limits unless by so doing in the arbitrator's or board's judgment it would prejudice the other party.

8.04 Grievances shall be adjusted and settled as follows:

Step No. 1

The aggrieved employee shall present his/her grievance in writing to his/her immediate supervisor or his/her designate. The employee shall have the assistance of his/her Steward. If a settlement satisfactory to the employee concerned is not reached within three (3) working days, the grievance may be presented as follows at any time within five (5) working days thereafter.

Step No. 2

The aggrieved employee may submit his/her grievance in writing to Human Resources, who shall arrange a conference with the said employee within ten (10) working days of submission of the grievance at Step 2. At this conference the aggrieved employee shall have the assistance of his/her steward or her/his union representative or both. The Employer shall have five (5) working days following the conference to reply to the grievance.

If the grievance is specifically related to the actions of the most senior manager responsible for Human Resources, then the Union may submit a grievance on behalf of the aggrieved employee in writing to the Executive Director.

8.05 If a settlement of the grievance is not reached within five (5) working days of the meeting at Step 2, the grievance may be referred by either party to an arbitrator or board of arbitration as provided in Article 8, at any time within twenty-two (22) working days of the Employer's decision.

- 8.06 Either party may lodge a grievance in writing with the other party with respect to any difference between the parties concerning the interpretation, application or administration of this agreement, and such grievance shall commence at Step 2 of the Grievance Procedure within twelve (12) working days following the circumstances giving rise to the grievance or from when the circumstances giving rise to the grievance ought reasonably to have been known to the grieving party.
- 8.07 No non-probationary employee shall be disciplined or discharged without just cause. The employee may appeal any discipline or discharge through the grievance procedure. The Employer recognizes the principles of progressive discipline.
- 8.08 The Employer agrees that an employee shall have the right to a steward at any disciplinary meeting called by the Employer. The steward shall be advised in advance of the time and place of the meeting. The Employer shall notify the steward in writing of the discipline issued.
- 8.09 The parties agree that the Employer has the right to discharge a probationary employee if, in the opinion of the Employer, the probationary employee does not meet the standard required of him or her as required by the Employer and such discharge shall be deemed to be just cause.
- 8.10 The Employer shall advise the employee and the Union in writing within three (3) working days following the discharge of an employee of the grounds for that discharge. Failure to adhere to this time limit shall not void the discharge.

ARTICLE 9 ARBITRATION

- 9.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Collective Agreement, including any question as to whether the matter is arbitratable or where an allegation is made that the Collective Agreement has been violated, either party may request that the grievances be submitted to arbitration. Except as otherwise agreed between the parties, the parties agree to have a sole arbitrator hear disputes between them. The party referring the matter to arbitration shall at the same time advise the other party of its proposed names of Arbitrators. The recipient of the notice shall within five (5) working days thereafter notify the other party in writing of their agreement to the proposed names or provide the referring party with its proposed names of Arbitrators. The parties shall endeavor to agree upon an Arbitrator within ten (10) working days. If the parties fail to agree upon an Arbitrator, either party may request the Minister of Labour to appoint the Arbitrator.
- 9.02 The decision of the Arbitrator shall be final and binding.
- 9.03 No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance without the consent of the parties in writing.
- 9.04 No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.
- 9.05 The fees and expenses of the Arbitrator shall be shared equally between the parties.
- 9.06 The Arbitrator shall not be empowered to make any decision inconsistent with the provisions of the Agreement nor shall s/he alter, modify or amend any part of this Agreement.
- 9.07 For the purpose of this Collective Agreement, working day means Monday to Friday, inclusive, excluding holidays as provided by Article 15.
- 9.08 The Arbitrator shall have access to the Employer's premises to view working conditions or operations which may be relevant to the resolution of the grievance which is the subject of the arbitration.

- 9.09 The Arbitrator shall have the power to modify the penalty which is the subject of the grievance as the Arbitrator considers just and reasonable in all the circumstances.
- 9.10 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties in writing.
- 9.11 The Arbitrator shall determine the procedure, but shall give full opportunity to all parties to present evidence and make representations.

ARTICLE 10 NO STRIKES, NO LOCKOUTS

10.1 During the term of this Collective Agreement, there shall be no strike or lockout as defined by the Ontario Labour Relations Act.

ARTICLE 11 CLASSIFICATION AND WAGE RATES

- 11.01 SEE LETTER OF UNDERSTANDING ATTACHED AS SCHEDULE "B" & THE PROCESS FOR POSITIONING NEW HIRES AS SCHEDULE "D".
- 11.02 The Employer agrees that wages shall be paid semi-monthly either by direct deposit or by pay cheque. The normal pay period shall be Monday to Sunday inclusive. Employees shall be paid wages for each pay period no later than the 15th of each month or the last day of the month after each pay period ends.
Pay statements are available on line through a secure website managed by our payroll processor.
- 11.03 On termination of employment, the employee will be paid his/her final pay and vacation pay owing, by direct deposit or by pay cheque on the regular pay day for that pay period within which the employment was terminated provided the Employer had at least five (5) working days' notice of the termination or, failing such notice on the next regular pay day following.

ARTICLE 12 EXPENSES

- 12.01 Employees may claim expenses, which were approved by the Employer. The claims shall only be for expenses that the employees incurred in the course of their duties. Employees shall present receipts for the expenses.
- 12.02 It is understood and agreed that every effort will be made by the employee to minimize the expenses for the Employer and without limiting the generality of the above, when an employee is required by the Employer to work outside of Metropolitan Toronto. These are the Greenpeace Canada rates for Greenpeace Canada employees traveling abroad and in Canada:
- (a) Per diems and mileage rates are as per the most recent rates posted on Greennet, which are applicable to all GPC employees; Per diems and mileage are reviewed annually.
 - (b) the Employer has the discretion to approve accommodation, in the event the employee is required to purchase accommodation; and
 - (c) the Employer has the discretion to approve the choice and class of transportation. In the event the Employer approves that the employee drive his/her car, the employee will be reimbursed at the rate posted on Greennet. Mileage rates are reviewed annually.

ARTICLE 13 HOURS OF WORK AND OVERTIME

- 13.01 The following sections and paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- 13.02 The regular work week for full time employees shall consist of thirty five (35) hours. Monday to Friday. The regular daily shift shall be from 9:30 a.m. to 5:30 p.m. with a one hour unpaid lunch. The Employer agrees to advise the Union one month in advance of any change to the starting times of a shift.
- 13.03 Notwithstanding clause 13.02, it is understood that the 9:30 start time and the 5:30 end time may be amended by mutual agreement with the Employer and the employee where the Employer determines that such change will not adversely affect the operation of the Employer and provided the resulting daily hours do not exceed eight (8) hours per day.
- 13.04 (a) The Employer shall have the right to schedule work up to forty (40) hours per week and shall have the right to schedule in excess of forty (40) hours per week in case of emergency and special campaign events. The scheduling of other work in excess of forty (40) hours per week shall be on a voluntary basis, and it is mutually agreed that such overtime shall be distributed as equitably as possible among the employees who normally perform the work.
- 13.04 (b) Overtime work shall be compensated either by overtime pay or compensatory time off. Any compensatory time off shall be taken in accordance with Article 13.04 (c), at a time mutually agreed between the employee and his/her supervisor. Overtime pay or compensatory time off shall be equal to the overtime worked for overtime up to forty (40) hours per week and shall be equal to one and one-half times the overtime worked in excess of forty (40) hours per week.

13.04 (c) The choice between overtime pay or compensatory time off shall be at the option of the employee.

All compensatory time off accumulated during the calendar year must be taken on or before December 31 of that year.

Notwithstanding the foregoing, in exceptional circumstances where an employee has been unable to make use of his/her accumulated compensatory time on or before December 31 of a given year, for reasons that are beyond his/her control, then that employee's manager may approve the carry-forward into the following calendar year of a limited and prescribed number of compensatory days off.

An employee seeking to carry forward compensatory time off into the following calendar year must make a written request to his/her supervisory prior to November 30 of that year.

For greater clarity, in circumstances where an employee accumulates compensatory time in the month of December, and the employee is unable to schedule time off in that month such compensatory time off shall be carried forward into the following calendar year.

An employee who has unused compensatory time off who quits or is terminated will have that time paid out as salary continuance or in a lump sum at the Employer's discretion.

13.05 The Employer shall not be responsible for overtime pay or credit for lieu time where such overtime has not been authorized by the employee's supervisor.

13.06 Full time employees called into work on their scheduled days of rest will be treated as if they had worked no less than 3.5 hours.

13.07 Recognition of the Contribution of non-campaign staff:

The parties recognize that Greenpeace is an organization, which advances its goals and campaigns through a variety of methods, which include the use of non-violent direct actions. These direct actions can involve, but are not limited to, such activities as pickets, demonstrations and civil disobedience.

Requests for permission for time off to attend direct actions and such other activities should be made to an employee's immediate supervisor and time off to attend will be given where possible, provided that an employee's participation in the activity does not adversely affect their regular job duties. Such permission shall not unreasonably be withheld.

When it is required that the employee make up the time spent participating in the activity, such time shall be made up in a manner mutually agreeable to both the employee and their supervisor.

Attendance at direct actions and such other activities outside of the regular business hours shall be on a voluntary basis, at the discretion of the employee, and compensation for such attendance, if any, shall be at the discretion of the Employer.

Employees shall have the right to refuse participation in such activities, provided that such participation is not a requirement of the employee's position or specific job duties.

ARTICLE 14 VACATIONS WITH PAY

- 14.01 All employees who regularly work thirty-five (35) hours per week or more, on average and who have been employed by the Employer three (3) months or more, shall receive twenty (20) days vacation with pay per calendar year. Vacation entitlement shall be prorated up to December 31 of the calendar year in which the employee completes three (3) months of employment earnings for the calendar year.
- Employees who have completed five (5) calendar years of employment shall receive twenty-five (25) days vacation with pay per calendar year.
- 14.02 The vacation entitlement and pay specified above shall be prorated for eligible part time employees.
- 14.03 Vacation pay will be reduced on a prorata basis for continuous unpaid absences of one (1) week during the previous vacation year.
- 14.04 Employees may accumulate up to ten (10) vacation days to be taken the following year. If as a result of a medical condition an employee is off work and unable to take their full vacation entitlement, then the employee may have the option of carrying forward the unused vacation credits into the next year. In the event that the employee is unable to take their vacation entitlement due to extenuating work-circumstances, the employee may have the option of carrying forward the unused vacation credits into the next year with the approval of the department Director. In the event that there are personal circumstances other than those contemplated above, an employee may request carry-over of additional unused vacation. The decision to grant the employee's request to carry-over vacation will be at the sole discretion of the Executive Director or his/her designate.
- 14.05 Employees are required to submit their vacation requests in writing to their supervisors at least one (1) month prior to the period for which the request is made.
- 14.06 The periods at which employees shall take vacation shall be based on the selection by the employees but shall be finally determined by the Employer, at its discretion; having concern for the proper operation of the organization. In the event that one or more employees are not granted his/her vacation request, the final determination will be made on a first-come-first-serve basis.
- 14.07 Where a paid holiday falls within an employee's scheduled vacation period and the employee is on vacation, the employee shall be entitled to either an additional day of vacation with pay during the vacation or the Employer

and the employee may agree to substitute another working day for the holiday, in lieu of the paid holiday.

ARTICLE 15 PAID HOLIDAYS

- 15.01 The Employer recognizes the following as paid holidays for non-probationary employees who qualify for such holidays under the provisions of this Article:
- New Year's Day
 - Family Day
 - Good Friday
 - Easter Monday
 - Victoria Day
 - Canada Day
 - Civic Holiday
 - Labour Day
 - Thanksgiving Day
 - Christmas Day
 - Boxing Day

The list of paid holidays includes three (3) days that are Christian-based (Good Friday, Easter Monday and Christmas Day). In recognition of the diversity of the Canadian labour force, employees who practice other faiths will be accommodated as far as practically possible.

An employee wishing to substitute one of these Christian-based holidays for a significant day of celebration in their own faith may do so by requesting specific dates in writing in advance, provided that working on one of those Christian-based holidays makes practical sense in that employee's working environment. The decision to grant the substitution shall be at the discretion of the employee's department director in consultation with Human Resources; such discretion shall be exercised reasonably.

- 15.02 When any of the holidays listed in article 15.01 fall on the employee's day off, or on a non-scheduled day of work, the employee shall receive a day off with pay at a time mutually agreed between the Employer and the employee.
- 15.03 When an employee is required by the Employer to work on any of the holidays listed in Article 15.01 the Employer and the employee may mutually agree to substitute another working day for the holiday and the substituted day shall become the holiday for the purposes of this Article.
- 15.04 Payment for a paid holiday shall be based on the employee's regular wages for the number of hours the employee would normally have been scheduled to work on that day.

- 15.05 In order to qualify for payment for a paid holiday, an employee must have been paid the scheduled regular day of work immediately preceding or the scheduled day of work immediately following the paid holiday and must have worked at least twelve (12) working days in the preceding twenty (20) working days.
- 15.06 If an employee, who agrees to work on a holiday, fails to report for and complete the scheduled shift on the holiday, the employee shall not receive holiday pay.
- 15.07 If an employee works on a paid holiday, for which there is no substitution pursuant to Article 15.03, the employee shall receive one-and-one-half (1 ½) times his/her regular rate of pay for all hours of work performed on the holiday, in addition to holiday pay, provided the employee otherwise qualifies.

ARTICLE 16 SENIORITY

- 16.01 Seniority shall be defined as length of continuous service with the Employer.
- 16.02 A non-contract employee will be considered probationary for the first ninety (90) days actually worked and will have no seniority rights during that period. After ninety (90) days service, the employee's seniority shall date back to a date ninety (90) days prior to the date on which the probationary period was completed.
- New employees, who have not worked for Greenpeace previously, hired into the position of campaigner, shall have a probationary period not exceeding one hundred and eighty (180) calendar days. Upon completion of the probationary period, the employee's seniority shall date back to the first day of the probationary period. All other entitlements due as a result of time worked with the Employer, including benefits, etc. shall be implemented upon completion of three months or such other time period stipulated in the Collective Agreement.
- 16.03 Seniority and employment shall terminate when an employee:
- (a) quits for any reason;
 - (b) is discharged and is not reinstated through the Grievance Procedure or Arbitration;
 - (c) has been absent due to layoff for more than twelve (12) months;
 - (d) fails to report for work within five (5) working days after being notified by registered mail of recall by the Employer following a layoff, or fails to inform the Employer within three (3) working days of notice of recall that s/he will report for work;
 - (e) fails to return to work on the employee's first scheduled day following an authorized leave of absence unless there is a reasonable explanation for not doing so, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
 - (f) has been absent from work for more than three (3) consecutive scheduled working days without providing a reasonable explanation for the absence.
- 16.04 A seniority list will be maintained on a current basis and emailed to the union steward when revisions are made.
- 16.05 In the event of a proposed lay-off of over two weeks, the Employer shall give at least thirty (30) calendar days notice to the affected employees and the Union, and if the proposed lay-off is two weeks or less, then seven (7) calendar days notice shall be given.

- 16.06 In the event of a lay-off, the Employer shall lay-off employees in the reverse order of their seniority, providing that the remaining employees have the qualifications and the ability to perform the work that is available. For the greater clarity, the most junior employee will be the first to be laid-off, providing that the remaining employees have the qualifications and ability to perform the work that is available.
- 16.07 Employees shall be recalled in reverse order of seniority, providing that the employees have the qualifications and ability to perform the work that is available.
- 16.08 New employees shall not be hired until those laid-off have been given an opportunity of recall, providing that the laid-off employees have the qualifications and ability to perform the work in question. For clarity the provision of Article 18.05 shall apply to employees on lay-off, in respect to the specific position from which they were laid-off.
- 16.09 Notwithstanding clause 16.03(c), a laid off employee shall maintain his/her recall rights and accumulate seniority for a period of twelve (12) months following the date of lay-off, or once s/he declines a recall under this Agreement, whichever first occurs, at which point the seniority and employment shall terminate.
- 16.10 The Employer will notify the Union of the names of any employee laid-off and the date of lay-off.
- 16.11 Notice of recall shall be made by registered mail to the last known address on file with the Employer. It shall be the responsibility of the employee to provide the Employer with his/her current mailing address. The Employer may advise the employee by telephone in advance of sending a registered letter.
- 16.12 In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement, the employee shall retain the seniority previously acquired.

ARTICLE 17 TEMPORARY TRANSFERS

17.01 Any employee, who for the convenience of the Employer, is temporarily transferred for more than two (2) days to another job for which the rate of pay is different from that in effect for such employee's regular job, shall be paid the higher rate while so employed.

ARTICLE 18 JOB POSTING

18.01 (a) When any of the classifications in the bargaining unit become vacant on a permanent basis and the Employer intends to fill such position, the Employer will send an email to the BU members opening the position for a period of seven (7) calendar days. During this period, an employee wishing to be considered for the classification so posted shall signify this desire by submitting an application in writing to Human Resources. In filling the vacancy, the Employer shall consider the following factors:

- i) seniority
- ii) skill, ability, experience, and qualifications.

Where the factors in (ii) are relatively equal between applicants, seniority shall govern.

Where an internal applicant meets the requirements of (ii), the position will be filled internally.

18.01 (b) A bargaining unit member may apply for a management position and if successful shall maintain his/her seniority for up to one year from the date of transfer. If the employee is not successful in the management position, the employee will not be allowed to bump junior bargaining unit employees, but will be allowed to apply as an internal candidate for bargaining unit positions which become available. The employee shall be considered probationary for the first ninety (90) days actually worked in the new bargaining unit position.

18.02 The Employer shall provide the Union with copies of all current job descriptions.

18.03 The Employer will announce the name of the successful applicant of the job posting to the organization at large via email.

18.04 Without limiting the generality of the foregoing, any job which is vacant for a temporary period because of illness, accident, vacation, or leave of absence, for a period of less than six months, or for pregnancy or parental leave, shall not be deemed to be vacant for the purposes of this Article and the Employer may fill such position at its discretion. If the temporary period because of illness, accident, vacation or leave of absence is greater than six months, it shall be posted and filled as a temporary vacancy according to Article 18.01.

18.05 Where new or greater skills are required by the Employer of employees to perform their job, employees shall, at the expense of the Employer, be given reasonable opportunity to upgrade or acquire the necessary skill.

These expenses will be confined to paid training time and cost of courses or instruction.

- 18.06 (a) The Employer and the Union agree that structural injustice and unconscious prejudice influence our experiences and that we live in a society rooted in oppression. The Employer and the Union agree in the non-existence and impossibility of a “level playing field” with regards to people’s experience and job qualifications and methods of evaluating the above, as well as the need to compensate for these inequalities in our hiring policy. The Employer and the Union agree on the need for experience, knowledge and guidance from oppressed peoples’ experience within any progressively oriented organization.
- 18.06 (b) When a vacancy occurs or a new position is not filled, hiring notices will be posted through the Canadian Environmental Network and provincial affiliates and a reasonable effort will be made to post in local employment, women’s, aboriginal, cultural, lesbian, gay, bisexual, queer, transgendered, transsexual, intersexed, single parent, ethnic / racial minorities, immigrant and disability centre(s), organization(s), and/or publication(s), for no less than fourteen days.
- 18.06 (c) Hiring notices will include the following: Greenpeace Canada embraces equity and diversity and is committed to a workplace that is enriched by the people, needs and desires of Canada’s diverse community.

ARTICLE 19 LEAVE OF ABSENCE

- 19.01 (a) The Employer may grant leaves of absence without pay if the leave is for good reason and does not unreasonably interfere with efficient operations as determined by the Employer.

To request a leave of absence, the employee must submit a completed "Request for Leave of Absence Form" to their supervisor for approval by the department director. The employee will receive a copy of the approved request form.

Approval of such requests will not be unreasonably withheld.

Notwithstanding, it is agreed that a leave of absence will not be provided for the purpose of accepting gainful employment elsewhere.

- 19.01 (b) An employee who is appointed or elected to a full-time position with the Union, the Canadian Labour Congress, a provincial federation of labour, a labour council, the COPE Local 343 or as a full-time officer of the COPE Local 343, shall be granted a leave of absence without pay and with continuing seniority for a period of up to two (2) years, subject to renewal on application to the Employer for a successive period of up to two (2) years.
- 19.02 The Employer, at its sole discretion, may grant leaves of absence with pay for compassionate or other reasons, as it sees fit.
- 19.03 An Employee shall be granted five (5) work days without loss of salary or wages in the case of the death of a parent, spouse, sibling, child, grandchild, grandparent, parent of spouse, closest personal friend or anyone who is / or has been residing in the same household whom the employee considers part of an alternative family unit. Additional travel time may be granted if the employee has to travel more than 500 kilometres for any funeral arrangements.
- 19.04 In the event a dependent child, including adopted child, or a dependent aging parent, of an employee is ill and such illness requires the employee to remain with the family member, the Employer will provide the employee with a leave of absence, without loss of pay, to a maximum of six (6) days per year.
- 19.05 Employees covered by this Collective Agreement shall be eligible to participate in the Greenpeace Canada Deferred Salary Leave Plan (DSLPL).

ARTICLE 20 SICK LEAVE

- 20.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income and will be granted to all employees on the following basis:
- (a) upon completion of probation, permanent employees shall be credited with one (1) day of sick leave for every month worked and shall then accumulate sick leave credits at the same rate;
 - (b) sick leave credits shall be accumulated to a maximum of thirty (30) days;
 - (c) an employee absenting him/herself on account of illness, must notify the Employer forthwith. Failure to give such adequate notice, unless such failure is unavoidable, may result in loss of sick leave benefits for that day of absence;
 - (d) absence for injury compensable under the provisions of the Worker's Compensation Act shall not be charged against sick leave credits;
 - (e) an employee's reinstatement after sick leave will be conditional on the employee's supplying, when requested, a certificate from a physician that the employee is fully recovered from the sickness which caused the absence. The Employer may require an employee to take a medical examination if the employee's fitness for work is reasonably in question. The employee shall choose the physician to provide the certificate or examination mentioned in this section.

ARTICLE 21 MATERNITY AND PARENTAL LEAVE

21.01 Permanent employees shall be entitled to a leave of absence for up to one year in the event of maternity / parental leave. All benefits and seniority shall continue during this leave of absence. Full-time employees who have worked for one (1) year or more are entitled to a supplement to employment insurance parental benefits calculated in the following way:

- (a) Employees entitled to and receiving employment insurance benefits during maternity leave are eligible for a supplemental employment benefit of 25% of wages to a maximum of seventeen (17) weeks.
- (b) Employees entitled to and receiving employment insurance benefits during parental leave are eligible for a supplemental unemployment benefit of 25% of wages to a maximum of ten (10) weeks.

ARTICLE 22 JURY AND WITNESS DUTY

22.01 If a permanent employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a matter arising from the employee's employment with the Employer, the employee shall not lose regular pay because of such attendance, provided that the employee:

- (a) notifies the Employer immediately on the employee's notification that s/he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance; and
- (c) deposits with the Employer the full amount of compensation received, excluding mileage, travelling, meal and any other allowance, and an official receipt thereof.

ARTICLE 23 PERSONNEL FILES

23.01 An Employee shall have reasonable access to his/her personnel file for the purpose of reviewing its contents in the presence of his/her supervisor and his/her Union representative, if requested. An employee who disagrees with the content of any part of the file may have added to the file a letter(s) stating his/her objection.

ARTICLE 24 HEALTH AND SAFETY

- 24.01 In accordance with the provisions of the Occupational Health & Safety Act, there shall be a Joint Health & Safety Committee. The Committee shall be composed of two members. One of the members shall be appointed by the Union.
- 24.02 The Committee shall meet once every two months or more often as may be mutually agreed. The Committee shall determine its procedures.
- 24.03 An employee who is a member of the Committee shall suffer no loss of pay while performing any duty required by the Act related to his/her participation on the Committee or while attending to any meeting of the Committee pursuant to Clause 24.02.
- 24.04 A member of the Committee who does not exercise managerial functions shall inspect the physical condition of the workplace at least once a month.
- 24.05 An employee may refuse to work or do particular work where s/he has reason to believe that:
- (a) any equipment, machine, device or thing that the employee is to use or operate is likely to endanger him/herself, or another worker, or member of the public;
 - (b) the physical condition of the workplace or the part thereof in which s/he works or is to work is likely to endanger him/herself; or
 - (c) Any equipment, machine, device or thing s/he is to use or operate or the physical condition of the workplace or the part thereof in which s/he works or is to work is in contravention of the Occupational Health and Safety Act or the regulation thereunder and such contravention is likely to endanger him/herself or another worker.
- 24.06 In the event that an employee refuses to work pursuant to Clause 24.05, the investigation and decision-making procedures set out in the Act will be followed.
- 24.07 No employee shall incur any loss of pay during an investigation which results from an employee having exercised his/her rights under Clause 24.05. An employee shall be paid at all stages of the work refusal up until a final decision is rendered by a Ministry of Labour inspector or until a resolution of the parties is reached, whichever first occurs. Notwithstanding the above and subject to the Act, the Employer has the right to assign alternative work or give alternative directions to an employee who has refused work.

24.08

The Employer shall not discharge or threaten to discharge, discipline or threaten to discipline, coerce or intimidate any employee because s/he has exercised any rights under this Article or under the Act.

ARTICLE 25 BULLETIN BOARD / USE OF EQUIPMENT AND MEETING SPACE

25.01 The Union shall have access to a bulletin board for the purpose of posting notices of Union meetings or business, provided that the posting of all such notices shall be subject to the approval of the Employer. Such approval shall not be unreasonably withheld.

25.02 The Union shall, with prior permission from the Employer, have access to the Employer's photocopier, fax machine (local), telephone (local), long-distance phone use which the TGSA will pay for under the Toronto Office Billing Code Accounting System by being given its own code, an on-site mail-box, and a designated computer and printer for the purpose of conducting Union business. The Employer shall be compensated for such use at a reasonable rate.

The Union shall, with prior permission from the Employer, have access to the Employer's meeting room(s). Approval of such requests shall not be unreasonably withheld. Notwithstanding, it is agreed that on occasion the Employer may deem it necessary to withdraw permission with little or no prior notice. The Union agrees that its members and representatives will not engage in Union activities outside of the agreed meeting time.

The Employer takes no responsibility for loss or damage to Union property.

ARTICLE 26 SEVERANCE

26.01 An employee who has been employed for at least one year and who is subsequently permanently laid-off is entitled to receive a severance payment equal to one week's regular wages for each completed year of service or part thereof on a prorated basis with the Employer, to a maximum of eight weeks or the minimum given in the *Employment Standards Act*, as may be amended from time to time, whichever is greater.

This provision does not apply to an employee who was employed on a fixed term basis; who has refused reasonable alternative employment or refused to exercise his/her seniority rights to obtain alternative employment; or, who has been laid-off as a result of a strike in which the business of the Employer has been discontinued as an economic consequence of the strike. For greater clarity, this provision also does not apply to an employee who has voluntarily resigned; has been terminated for just cause or for whom the performance of his/her duties has become impossible because of an unforeseeable event or circumstance; or, has as a result of losing his/her seniority and being deemed terminated in accordance with the provisions of this Collective Agreement.

ARTICLE 27 BENEFITS

27.01 The Employer agrees to pay one hundred (100%) per cent of the premiums for the life insurance, the A.D. & D., the medical and dental plans, or their equivalents in place at the time of ratification, for permanent employees. The employees agree to pay one hundred (100%) percent of the L.T.D. plan, for permanent employees. The payment of benefits shall be subject to the terms and conditions and rules and regulations of the plans. It is clearly understood that the Employer's obligation is to contribute toward the premiums for these benefit plans and is not obligated itself to pay benefits. Plan coverage and eligibility is subject to carrier requirements.

In respect of benefits for contract employees and paid interns, the following conditions apply:

- (a) Contract employees and paid interns shall be eligible after three (3) months of completed employment, (if a contract or internship is for a duration of six (6) months or less, then the individual is not entitled to benefit coverage);
- (b) Benefit coverage for contract employees and paid interns does not include long-term disability coverage, life insurance, or AD&D insurance;
- (c) Benefit coverage for contract employees and paid interns is limited to single coverage only and not family coverage;
- (d) Eligibility to maternity and parental leave top-up occurs only after one year of service and this top-up benefit is therefore not applicable to paid interns and contract staff;
- (e) Contract employees and paid interns will receive vacation pay at four percent (4%) per annum or as is required under *Employment Standards* legislation, whichever is greater.

27.02 After completing one full year of employment, the Employer shall establish membership in the Group Registered Retirement Savings Plan (RRSP) for each bargaining unit employee and shall deposit directly into that RRSP an amount equal to five percent (5%) of the employee's gross pay each pay period.

ARTICLE 28 NO DISCRIMINATION / HARASSMENT

28.01 The Greenpeace Canada Anti-Discrimination and Harassment Policy, attached as Schedule A to the Agreement, forms part of the Collective Agreement and is therefore subject to the grievance and arbitration provisions of the Agreement.” The parties agree that this policy will be reviewed and, if necessary updated, annually and any amended policy will take the place of Schedule A.

ARTICLE 29 DURATION, RENEWAL AND TERMINATION

- 29.01 This Agreement shall come into force as of April 1, 2016 and continue in effect until December 31, 2017 and shall continue automatically from year to year thereafter unless either party notifies the other, in writing, within ninety (90) days next proceeding the expiry date that it desires to amend.
- 29.02 In the event of such notification being given, negotiations between the parties shall begin within fifteen (15) days following such notification.

SCHEDULE "A" Anti-Discrimination and Harassment

Policy:	Anti-Discrimination and Harassment
Effective Date:	April 2015
Date Last Reviewed:	March 2016
Scheduled Review Date:	March 2017
Supersedes:	All previous Policies and/or Statements
Approved by:	Greenpeace Canada Directors' Council

PURPOSE:

*Greenpeace Canada Statement of Beliefs **

We believe every human being deserves equal respect and tolerance. We want to work in an environment that fosters these attitudes and we have a shared responsibility to relate to each other in a respectful manner.

Furthermore, we believe that discrimination occurs when people are treated unequally or with disrespect. This includes, but is not limited to, discrimination on the basis of race, ancestry, place or origin, colour, ethnic origin, citizenship, creed, age, record of offences, economic status, marital status, family status, sex, sexual orientation, gender-determined characteristics, or disability.

The Board and staff of Greenpeace Canada are committed to building an environment free from discrimination and harassment where all can participate in and benefit from the work of this organization.

We believe that mutual respect must be the basis of interaction among Board members, staff, management and volunteers.

Greenpeace Canada will not tolerate behaviour that undermines the dignity or self-esteem of an individual, or creates an intimidating, offensive or poisoned environment.

We believe that it is our responsibility to work within Greenpeace Canada and with partner organizations to increase awareness of and eliminate discrimination in our workplace and in our community.

(* Approved by the Board of Directors 23/24 October 1999; most recent update July 20, 2012)

SCOPE:

This policy applies to all permanent and temporary Greenpeace Canada staff and workers, including Greenpeace International employees working in Greenpeace Canada offices, board members and all volunteers and consultants doing work on behalf of the company.

DEFINITIONS:

Harassment is a form of discrimination defined under Human Rights Codes. If someone is making unwelcome comments that offend you on prohibited grounds, or that are threatening or insulting because of your race, ancestry, place or origin, colour, ethnic origin, citizenship, creed,

age, record of offences, economic status, marital status, family status, sex, sexual orientation, gender-determined characteristics, disability, or any other enumerated ground, that behaviour is called "harassment".

For the purposes of this policy "harassment" is defined as:

One or a series of incidents involving vexatious verbal or physical conduct on a prohibited ground as enumerated above,

when such conduct might reasonably be expected to cause insecurity, discomfort, offence or humiliation to another person or group; or

when such conduct is of a sexual nature, and might be expected to cause the reasonable woman or man insecurity, discomfort, offence or humiliation; or

when submission to or rejection of such conduct is used as a basis for any employment decision (including, but not limited to, matters of job security and benefits affecting the employee, raise in salary, matters of promotion); or

when such conduct has the purpose or the effect of interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

Types of behaviour which constitute harassment include but are not limited to:

derogatory or degrading remarks directed towards members of one race, colour, citizenship, place of origin, ancestry, ethnic background, sex, or sexual orientation,

racist or sexist, etc., jokes or innuendo causing embarrassment or offence, told or carried out after the joker has been advised that they are embarrassing or offensive, or that are by their nature clearly embarrassing or offensive;

the display of sexually or racially, etc., offensive material;

sexually or racially, etc., degrading words used to describe a person;

staring at or making unwelcome comments about your body;

leering;

sexually suggestive or obscene comments or gestures;

unwelcome sexual advances or propositions;

requests for sexual favours;

persistent unwanted contact or attention after the end of a consensual relationship;

any unwanted touching;

verbal abuse or threats.

As well as harming individuals, offensive comments or actions, even when they are not directed towards a specific person, can create a "poisoned" work environment. A poisoned environment is a form of harassment and is unacceptable under this policy.

POLICY STATEMENT:

Staff, management, Board members and volunteers have the right to a work environment free of discrimination and harassment.

We have a shared responsibility to relate to each other in a respectful manner.

We recognize that these issues can be complex and we have a shared responsibility to participate in discussion and debate to better understand these issues.

Greenpeace Canada will provide mechanisms to prevent and eliminate discrimination and harassment in the workplace.

Both a Complainant and an Accused have the right to an investigation which allows them each to be heard and which is both fair and impartial.

In implementing this procedure, affected individuals' rights to confidentiality will be respected. Anonymous complaints will not be processed.

Affected individuals (Complainant, Accused and Witnesses) have the right to bring a support person with them to any meetings. If you work in a unionized environment this should be your union representative.

An individual whose complaint was made in good faith will not be subject to retaliation on the part of Greenpeace Canada. Retaliation by another employee, volunteer or Board member against the Complainant will not be tolerated.

In general Greenpeace management follows the principles of progressive discipline. These policy procedures do not preclude this practice.

Certain behaviours may be found to be in serious contradiction to these policies and may warrant discipline up to and including dismissal.

If an allegation has been found to have been deliberately fabricated and/or made with malice the individual will be dismissed.

RESPONSIBILITIES:

All staff and management have a responsibility to foster a work environment free of discrimination and harassment. Ultimately it is the role of senior management to ensure this happens.

It is the responsibility of management at Greenpeace Canada to ensure that staff and volunteers have an opportunity to become familiar with the Greenpeace Canada Anti-discrimination Policy. This will include formal orientation regarding the Anti-discrimination policy and procedures upon hiring. The policy and procedures along with a list of who to contact should a problem arise will be posted on the bulletin board in each office. A supervisor is obligated to discuss all complaints and/or issues brought to their attention with Human Resources by the next working day to determine if follow-up action is necessary. If the complaint is received in writing, the employee's supervisor is obligated to forward such complaints to Human Resources immediately as per the procedures outlined in the Procedures Section of the Anti-discrimination Policy.

REFERENCES:

Greenpeace Canada Incident Report

QUESTIONS:

Please address any questions or comments regarding this policy to [Greenpeace Canada Human Resources](#).

PROCEDURE:

1. If you experience harassment, please follow this procedure:

1.1 if possible, tell the person harassing you to stop. You should be straightforward, direct and polite. You can say:

- a. "At Greenpeace we have an Anti-discrimination Policy and we don't say/do that here."
- b. Or, "I don't want you to say/do that."
- c. Or, "I find that comment offensive."
- d. Or, "Stop bothering me."

it may be that is the person is unaware that their behaviour is offensive;

if the issue is not resolved to your satisfaction, you may warn them that if the behaviour continues you will pursue this matter;

if you decide to pursue the matter with a formal complaint please file a written Incident Report (available on Greenet or from Human Resources) with your supervisor, or their designate, promptly (it is important for your well-being and the work environment that these issues are resolved quickly);

if the complaint is about your supervisor please file the complaint with Human Resources, if the complaint is about Human Resources please file the complaint with the Finance and Operations Director.

1.2 If you are not comfortable speaking to the person directly:

- a. speak to your supervisor or Human Resources. They can help you assess what you're feeling and what should be done (this might include speaking to the individual on your behalf);
- b. if you decide to make a formal complaint please file a written Incident Report (available on Greenet) with your supervisor or their designate promptly (it is important for your well-being and the work environment that these issues are resolved quickly);
- c. if the complaint is about your supervisor please file the complaint with Human Resources, if the complaint is about Human Resources please file the complaint with the Finance and Operations Director.

1.3 If you witness an incident please follow this procedure:

- a. if possible, talk to the individuals. You should be straightforward, direct and polite. You can say:

- "At Greenpeace we have an Anti-discrimination Policy and we don't say/do that here."
- Or, "That's not an acceptable joke/comment/behaviour";

it may be that the individual is not aware that the behaviour is offensive.

if you decide to make a formal complaint please file a written Incident Report (available on Greenet) with your supervisor or their designate promptly (it is important for the work environment that these issues are resolved quickly);

if the complaint is about your supervisor please file the complaint with Human Resources, if the complaint is about Human Resources please file the complaint with the Finance and Operations Director.

1.4 If you are a Greenpeace manager or Board member and you witness an incident:

- a. you are obligated to verbally report the incident to Human Resources , promptly;
- b. Human Resources will determine if a written report is necessary;
- c. failure of a manager to report may result in a written reprimand being placed in the staff person's personnel file. Failure of a Board member to report may be reported to the Board Chair or Vice Chair;
- d. if the complaint is about Human Resources please report to the Finance and Operations Director.

1.5 Confidentiality

All affected individuals will be asked to agree to keep the issue in confidence.

1.6 Role of the supervisor

A supervisor is obligated to discuss all complaints and/or issues brought to their attention with Human Resources by the next working day to determine what follow-up action is necessary. If the complaint is received in writing, the employee's supervisor is obligated to forward such complaints to Human Resources immediately.

1.7 Role of Human Resources

Upon receiving a formal complaint, Human Resources will respond in writing to the Complainant within 24 hours. The letter will note that the complaint has been received, that an investigation is underway and when the investigation is likely to be concluded.

Human Resources will conduct the investigation or may determine that a complaint will be better investigated by a committee or a third party (i.e. the incident has specific sensitivities or requires specific expertise). Human Resources will ensure the procedure is followed.

Based on established guidelines and the facts or nature of the complaint Human Resources will advise appropriate action.

Human Resources will forward a written report and recommendations to the Executive Director.

1.8 Role of the Executive Director

The Executive Director will review the material and the recommendation and make a final determination about appropriate action within two working days. Further action may be required. Human Resources will inform participants in the incident of the outcome of the complaint in writing.

1.9 Timelines

The timelines outlined may be extended in order to ensure a thorough and fair investigation.

SCHEDULE "B" Letter of Agreement on Paid Interns

LETTER OF AGREEMENT

BETWEEN

GREENPEACE CANADA
(the "Employer")

- and -

COPE Local 343
(The Toronto Greenpeace Staff Association)
(the "Union")

RE: PAID INTERNS

It is understood that the primary purpose of any paid internship is to provide job training and practical work experience to persons who do not have such experience, while they work to help the organization achieve its objectives. It is understood that paid internships are not a way to replace normal contract work, or full or part time employees, with cheaper labour. Paid internships will be designed to help interns develop professionally, with the goal of making them more employable in the future.

Paid interns will be treated as contract employees under the terms of this Agreement, subject to the following conditions:

- a) Paid interns will receive \$14.50 per hour;
- b) Unless Union and the Employer agree otherwise, a person can do a paid internship only once in a given unit, and no more than two paid internships in total across the whole organization;
- c) No unit may have more than one paid intern at any given time;
- d) A paid internship must last a minimum of two (2) months, but no more than twelve (12) months. An internship may be extended, provided the total duration of the internship does not exceed twelve (12) months. Notification of the extension must be provided in writing to the intern no less than two (2) weeks prior to the original end date for the internship;
- e) Paid interns must work at least three (3) full days (21 hours) per week, on average, over the duration of their internship;

Paid interns shall be covered by the terms of the Collective Agreement except that they are not entitled to recall rights or the other provisions of Article 16 Seniority. However, if a paid intern is hired on as a full or part time employee within six (6) months of the end of their internship, the time they spent as a paid intern will count towards their seniority. Furthermore, paid interns are not entitled to the internal hire rights contained in Article 18 Job Posting.

SCHEDULE "C" Compensation System Information

COMPENSATION SYSTEM INFORMATION

PURPOSE:

Greenpeace Canada aims to maintain a compensation program that is in line with GPI's Global Compensation Framework in which the expressed vision is "a global compensation framework for Greenpeace that is reasonable, fair, transparent and balanced, in order to help attract and retain the people we need, and deliver the campaign wins that are essential to secure our vision of an earth able to nurture life in all its diversity, at the same time ensuring that donors' contributions are used in a transparent and equitable manner." Understanding that an effective compensation structure is based on up-to-date job descriptions, objective job evaluations and a robust salary administration process, this policy aims to define and describe each of these factors.

DEFINITIONS:

Job Evaluation: the systematic process for assessing the relative worth of jobs within an organization. A comprehensive analysis of each position's tasks, responsibilities, knowledge and skill requirements to assess the value of the job's content and provide an internal ranking of the jobs.

Market reference point (MRP): the target salary for jobs in a given band. The MRP is derived from the average actual paid salary on the external labour market according to salary survey data or, if benchmark data is not available, on comparisons with benchmarked positions.

General labour market: organizations across all industries (not just NGO's) of a similar size (50-100 employees) in the GTA (Greater Toronto Area)

Interim: an employee is in an interim position if the position is otherwise vacant and they are performing all duties and tasks relating to that position. Employees are appointed to fill an interim position by their manager.

Acting: an employee is deemed to be acting in another position when the permanent incumbent is unavailable for an extended period of time and they are taking on some but not all duties and tasks relating to that position (e.g. a Campaigner becomes Acting Head of Campaign to cover an extended vacation or leave of absence). Employees are appointed to the status of "acting" by their manager.

POLICY STATEMENT:

- 1. Adherence to employment standards, frequency and method of pay**
 - 2. Job descriptions**
 - 3. Job evaluation process**
 - 4. Band structure**
 - 5. Compensation reviews**
 - 6. Placement of new hires in salary bands**
 - 7. Criteria and timing for salary increases**
 - 8. Interim vs acting**
1. GPC compensation practices adhere to provincial employment standards for minimum wage, holiday, overtime and vacation pay as well as comply with salary equity legislation. GPC employees covered by this policy receive their pay on a semi-monthly basis on the fifteenth and last business day of each month. Payment is made by direct deposit and employees may view their individual pay statements via a secure online website managed by GPC's payroll processor (ADP Employee Self Serve).
 2. Job descriptions are available for every permanent position at GPC and are published on Greenet. Job descriptions are developed, updated and approved by management with input from incumbents, Human Resources and the union as necessary.
 3. Using the job descriptions, each job must be evaluated according to the GPC Job Evaluation Plan by the GPC Job Evaluation Committee. The Committee is made up of a cross-section of employees and managers representing all GPC departments. The Committee meets as necessary (upon job creation or modification) to evaluate jobs. The Job Evaluation Plan and Committee approach are designed to ensure objective and fair assessments of GPC jobs. The job evaluation criteria contained in the plan are consistent with pay equity guidelines and reflect GPC values and operational realities. To the extent that the job being evaluated is a position within the bargaining unit, the Job Evaluation Committee shall include at least one representative of the Union.
 4. The GPC salary band structure reflects GPI's compensation principles and guidelines, namely
 - o Greenpeace's resources come from the donations of ordinary people. The salaries we pay and the benefits we provide must be publicly defensible.
 - o As an organisation that values and promotes equality, the ratio between the salary of the highest and lowest grades in each office should be kept as low as possible.
 - o In general, we would expect to pay at or above the market reference point of the general labour market for the lowest grades
 - o Experienced and senior staff in mid to upper grades should generally receive salaries not higher than the market reference point of the general labour market for that level of skills and experience.
 - o Different salary levels for specific professional designations should be avoided.

There are nine (9) salary bands at GPC. The table below shows the salary ranges for each band with the minimum, market reference point and maximum, together with what the minimum represents in terms of percentage of the target salary in the band.

Band	Min		Market Reference Point (Target)		Max
	Min	90%	100%	100%	
1	\$36,000.00	90%	\$40,000.00	100%	\$48,654.31
2	\$40,320.00	90%	\$44,800.00	100%	\$54,753.13
3	\$45,180.00	90%	\$50,200.00	100%	\$57,730.00
4	\$47,360.00	80%	\$59,200.00	100%	\$65,120.00
5	\$55,920.00	80%	\$69,900.00	100%	\$76,890.00
6	\$66,000.00	80%	\$82,500.00	100%	\$86,625.00
7	\$77,920.00	80%	\$97,400.00	100%	\$102,270.00
8	\$91,920.00	80%	\$114,900.00	100%	\$120,645.00
9	\$108,480.00	80%	\$135,600.00	100%	\$142,380.00

5. The GPC compensation policy and salary band structure will be monitored and reviewed regularly to ensure their integrity, relevance and that the band structure for employees remains competitive with the appropriate external labour market. A comparison to the appropriate external labour market(s) will be performed every two years and the structure will be adjusted through negotiations between the parties to this Collective Agreement.
6. Newly hired employees are placed within the band of the position they will fill based on the knowledge, skills and experience they bring to the job. For each new hire, HR develops a salary recommendation based on the above factors and presents it to the Directors' Council and as necessary to the Union (see Appendix D – Process for Positioning New Hires), for review and approval.
7. All salary increases are awarded annually on January 1. Increases are normally 4% per year, with the exception of employees who have reached the maximum of their salary band. Employees who reach the maximum of their salary band will subsequently receive an annual cost-of-living allowance (COLA) increase, to be negotiated between the parties to this Collective Agreement. Where this COLA references inflation, it will be based on the consumer price index for whichever is the higher of British Columbia, Ontario or Quebec as per Statistics Canada for September of the previous year.

Recognizing that 2017 is a transitional year, the provisions of Schedule F shall supersede this article in respect of the Bargaining Unit.

8. Employees appointed to Interim roles (i.e. fully occupying an otherwise vacant position) will receive a salary adjustment for the period of the appointment if the interim position is in a higher band. Employees appointed to Acting roles (i.e. taking on some tasks for a position in a higher band) will not be compensated unless the appointment exceeds one (1) month in which case they will receive a salary adjustment for the full duration of the appointment.

SCHEDULE “D” Process for Positioning New Hires

As per the Schedule “C”, Compensation System Information, “newly hired employees are placed within the band of the position they will fill based on the knowledge, skills and experience they bring to the job. For each new hire, HR develops a salary recommendation based on the above factors and presents it to the Directors’ Council for review and approval.”

Salary proposals for new hires will be developed based on the following criteria and calculations:

- 1) Each additional relevant educational degree beyond the minimum required for the position will be awarded 2% above the minimum of the band.
- 2) Each additional full 5 years’ relevant experience beyond the minimum required for the position will be awarded 3% above the minimum of the band.

Management retains discretion to add up to 5% above the band minimum based on the criteria above. Salary proposals for new BU hires exceeding 5% from the band minimum shall go to the union for review and approval.

Starting salary ranges

Band		Min		Max start	MRP
1	90%	\$ 36,000.00	95%	\$ 38,000.00	\$ 40,000.00
2	90%	\$ 40,320.00	95%	\$ 42,560.00	\$ 44,800.00
3	90%	\$ 45,180.00	95%	\$ 47,690.00	\$ 50,200.00
4	80%	\$ 47,360.00	85%	\$ 50,320.00	\$ 59,200.00
5	80%	\$ 55,920.00	85%	\$ 59,415.00	\$ 69,900.00

Minimum education and experience required per band, according to the GPC job evaluation plan (it is understood that an equivalent combination of education and experience will be considered when hiring for these positions:

	Min Ed	Min Exp
Band 1	None	None
Band 2	College	1 year
Band 3	Bachelor's	3 years
Band 4	Bachelor's	3 years
Band 5	Bachelor's	6 years

Examples:

- 1) A Campaigner position in Band 4 requires a Bachelor's plus 3 years' experience. The successful external candidate at the end of a recruitment process possesses a Master's degree in Environmental Sciences and 10 years of experience campaigning for an NGO. The proposed starting salary for this individual would be 85% of Band 4 or \$ 50,320.

- 2) An IT Support Technician position in Band 2 requires a College degree plus 1 year of experience. The successful external candidate at the end of a recruitment process possesses a Bachelor's degree in Information Technology and 3 years' experience as an IT technician. The proposed starting salary for this individual would be 92% of Band 2 or \$ 41,216.
- 3) A Senior Oceans Strategist position in Band 5 requires a Bachelor's plus 6 years' experience. The successful external candidate at the end of a recruitment process possesses a PhD in Marine Biology and 12 years of experience in research and campaigning. The proposed starting salary for this individual would be 87% of Band 5 or \$ 60, 813. Since this recommendation exceeds 5% from the band minimum, we would take the proposal to the union for consultation and approval.
- 4) A Campaigner position in Band 4 requires a Bachelor's plus 3 years' experience. The successful external candidate at the end of a recruitment process possesses a Bachelor's degree and 14 years of experience campaigning for an NGO. The proposed starting salary for this individual would be 86% of Band 4 or \$ 50,912. Since this recommendation exceeds 5% from the band minimum, we would take the proposal to the union for consultation and approval.

SCHEDULE "E" Furlough Day Protocol

Furlough days and salary increases: Due to the financial situation of Greenpeace Canada, the organization has taken measures to manage costs in 2017 in the form of furlough (unpaid) days and reduced annual salary increases.

1) Furlough Days

- (a) Greenpeace Canada has planned fifteen (15) furlough days in 2017.
- (b) The schedule of furlough days in 2017 spreads the 15 days out throughout the year, with one in each of the first and last four months of the year (except January), and two in each of the spring/ summer months of May to August. This schedule attempts to attach additional days to statutory holiday weekends where practical whilst also minimizing the administrative burden for payroll and human resources. The schedule of furlough days is published on Greennet.
- (c) Greenpeace Canada offices will be closed on furlough days.

SCHEDULE "F" Annual Increases

In 2017, salary increases will be managed as follows:

- Employees entitled to an annual increase, but who did not receive a salary adjustment following the 2016 compensation review, will receive a 3% salary increase.
- Employees entitled to an annual salary increase, but whose salary adjustment following the compensation review was less than 3%, will receive a top up to 3%.
- Employees entitled to an annual increase and whose salary adjustment following the compensation review was more than 3%, will receive a 2% increase.
- Employees at the top of their band will receive a 2% increase.

As 2017 is a transitional year, employees entitled to an annual increase but who did not receive a salary adjustment following the 2016 compensation review shall receive their 2017 increase on either April 1, 2017 or their anniversary date whichever first occurs. All other employees who did receive a salary adjustment following the 2016 compensation review shall receive their salary increase on April 1, 2017.

All benefits calculated based on annual earnings (e.g. RRSP and Long Term Disability) will be based on adjusted earnings (i.e. earnings after the impact of the pay increase and unpaid days). There will be no change to vacation and sick time policies, therefore employees with less than five years of service will continue to have 20 days of vacation, and those with more than five years will continue to have 25 days of vacation.

