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FALL 2016 VOLUME 14, No. 4



Nathaly Pinchuk
RPR, CMP
Executive Director

Vacation Days: Protect Your Health

Time off requires proper planning

Do you find the phone calls or emails from your senior executive or managers about your unused vacation days truly annoying? How are you supposed to respond when you are up to your eyeballs in work and the load keeps increasing? Are you prepared to drop everything you're working on and spend time deciding when to take weeks off when you can't leave for two hours without a backlog of things to do and people to see? Don't wait until you're told to "use them or lose them" to discover that you're in dire need of time to regroup. There's nothing worse than being given a deadline of two to three months in your busiest season to take the time off to really make you dislike planning vacation days.

Don't wait until you're told to "use them or lose them" to discover that you're in dire need of time to regroup.

We all realize the importance of work-life balance. This means daily, not just seasonally or annually. We're now told that if we don't take the time off, this has negative impacts on both physical and mental health. Our bodies and minds absolutely need time for a break to rest and refresh. We need to bid a temporary farewell to our workload, our colleagues and our communication devices to focus on ourselves. The growing popularity of staycations proves that we don't need to travel to far places and spend thousands of dollars for a much needed break.

If your workload is such that you can't really afford to take one or two weeks off together, break it up. There are many who take 3-day weekends throughout summer and fall and claim the benefits are equal to if not better than taking an entire week or two together. These shorter work weeks are not as bad as you would think. You schedule your time appropriately and then you don't have as much fallout to deal with when you get back. The secret to success is to schedule your work properly and allow a bit of time for "the unexpected" last minute problems that tend to arise.

How you spend your much deserved time off is essential to maximizing the benefits. Let's say that you've already done the "family vacation", taken your kids shopping and prepped for school, spent time with friends and family members who can't allocate the extra days to spend with you and finished your list of things to do around the house. Your "chore list" is done. What do you do next?

Take the time and clearly plan your days, even if this means doing nothing but enjoying the outdoors and a good book. Play tourist in your own city, check out museum exhibits, fairs and festivals. Get a guest pass at a new gym or yoga studio and try some new classes. Book a session with a trainer to revamp your regular workout. Check out craft stores and studios in search of a new potential hobby that you can do year-round. Pamper yourself, but whatever you do, don't check your emails every few hours or call your colleagues to see how things are going. You won't go broke taking in some of the attractions and you get to exercise both your mind and your

body in a different way than you usually do.

Teleworkers should really leave their home-offices to avoid the urge or demand to answer phones, texts, emails and doorbells particularly during business hours. Fear not — whatever problems arise while you are away will certainly be there when you return. Believe it or not, when you do return to work after a vacation break, you will be more energetic, focused, productive and better able to handle the issues that come up in your daily business lives.

Taking time off should not cause you grief. It will in fact make you more productive and a healthier and happier person!

Nathaly Pinchuk is Executive Director of IPM [Institute of Professional Management].

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Perspective



Brian W. Pascal
RPR, CMP, RPT
President

President's Message

What makes a great manager these days?

Some things never change

I like to review the lists that organizations develop to try and help managers identify and manage the challenges of the future. I find it interesting to see what they identify as new issues because most times they are just the same old issues dressed up in different language. Maybe the pace of change in a particular area has increased and there are always challenges related to technology, but the fundamentals have not changed and what made a good manager twenty or thirty years ago would still help a manager be great today.

On my list those basics would include competence, honesty and a sense of fairness that might even be called justice. They also need the ability and desire to lead from the front rather than being a follower and the capacity to communicate the mission of the organization to the people they are entrusted to manage.

The competence question is fairly straightforward, although I wish that some individuals

and organizations would do a better job of self-identification and weeding out when it comes to who gets appointed as managers. Far too many people don't actually want to lead. Even more get pushed into roles that they are not ready for or end up there without the support and training they require.

When it comes to honesty and fairness, you either have these or you don't. Any organization that would have a manager at any level that does not possess these qualities is just looking for trouble. These employees will either steal your time or money or they will inspire rebellion in the ranks because they pick favourites or create inequities that will erode the organization from the inside out.

The ability and desire to lead is still probably the most important management quality that I would seek out in a manager for my organization. In my view, this along with the ability to communicate is really what separates the great managers from the good, the leaders from

the managers. They always want the ball and always want to handle the puck when the game goes into overtime. They are the people whom you can trust to get the job done and the ones trusted by the troops to lead them into battle.

At the end of the day, if I could have just one quality to add to any manager today, yesterday or tomorrow, I would give them the capacity to understand and communicate the vision of the company to all the people below them. To be able to deliver a sense of clarity and purpose to employees might be the key to not just their success, but to yours as well. The great management guru Warren Bennis once said: "Leadership is the capacity to translate vision into reality."

Those are my thoughts on the challenges of the modern manager. What would you add to the list?

Brian Pascal is President of IPM [Institute of Professional Management].



"It's come to my attention that one of you has been skipping our mandatory organizational seminars."

WDYT?

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Fixed Term Contracts: How Two Weeks' Pay Became Over 27 Months

Beware of unenforceable termination clauses

The Ontario Court of Appeal has awarded a sales manager who had less than 2 years' service but was on a fixed term contract, over 27 months' wages as a result of a termination of his employment without cause. This decision highlights the importance for employers of careful drafting when entering into an employment contract.

In the case of *Howard v. Benson Group Inc.*, the employer had entered into a five-year fixed term contract with an employee to be a Sales Development Manager. The period of employment commenced in September 2012. The employer terminated the employee's employment in July 2014, almost two years into the contract. The employee was 57 years old and earned a base salary of \$60,000 per year plus benefits at the time that his employment was terminated.

The Termination Clause is Ambiguous and Unenforceable

The employment contract expressly provided for early termination. The contract read: "Employment may be terminated at any time by the Employer and any amounts paid to the Employee shall be in accordance with the Employment Standards Act of Ontario".

Based on the employee's length of service, he was provided with two weeks' notice under the Employment Standards Act (the "ESA").

The motions judge who heard the case on a summary judgment motion ruled that the termination clause was unenforceable because it was ambiguous as it did not clearly set out the employee's entitlement under the ESA. In particular, the contract did not specifically set out that the

As a result, the motions judge found that the employee was entitled to common law notice of termination and not damages for breach of contract.

employee's right to benefits continued during the notice period as required by the ESA.

As a result, the motions judge found that the employee was entitled to common law notice of termination and not damages for breach of contract. The motions judge ordered a trial of the issue of the appropriate notice period and the employee's duty to mitigate. However, the employee appealed, seeking damages instead in the full amount owing under the remaining 27 months of the contract.

Contractual Notice Awarded

The Ontario Court of Appeal ruled that the employee was entitled to 27 months' pay due to the employer's breach of contract in terminating the employment relationship early without the benefit of a valid early termination clause. The Court also held that the employee was not required to mitigate his damages by attempting to obtain alternate employment during the notice period.

The Court reasoned that when an employment agreement is for a fixed term, the employment relationship automatically terminates at the end of the term without any obligation on the employer to provide notice or payment in lieu of notice. A fixed term contract ousts the implied term in an employment relationship that reasonable notice must be given for termination.

The employer and employee were free to include a clause that would provide for early termination and to specify a fixed term of notice or payment in lieu. However, since the employment agreement did not have an enforceable early termination clause, the employee was entitled to the wages the employee would have received to the end of the full term of the contract.

The Court of Appeal rejected the employer's arguments that such a result would be a wind-fall to the employee because:

- (1) The employer had drafted the employment agreement and the employee was not a sophisticated party; and
- (2) If an employer does not use unequivocal, clear language and instead drafts an ambiguous or vague termination clause that is later found to be unenforceable, it cannot complain when it is held to the remaining terms of the contract.

The Court's reasoning is certainly a warning to employers to be extremely careful when drafting employment contracts.

Finally, the Court held the employee was also not required to mitigate his losses. This means that any income that the employee earned from other sources during the duration of

continued next page...

Feature

Fixed Term Contracts

... concluded from page 4

the contractual term would not be deducted from the damages awarded. The Court reasoned that in the absence of an enforceable contractual provision stipulating a fixed term of notice, or any other provision to the contrary, a fixed term employment contract obligates an employer to pay an employee to the end of the term and that obligation will not be subject to mitigation.

Lessons Learned for Employers

The telling and costly lesson from the Howard case is that the employer could have prevented this significant and unexpected liability by including an enforceable termination clause in its fixed term employment contract.

In contracts with an unlimited duration, an unenforceable termination clause will only entitle an employee to common law notice of termination, and is subject to an employee's duty to mitigate.

Howard demonstrates that termination clauses in fixed term employment contracts can be even more problematic as an unenforceable termination clause will result in the entire remaining value of the contract being owing to the employee, with no discount for mitigation.

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More details to follow...



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Ontario's Bill 132: Make Sure You're Prepared!

New sexual violence and harassment legislation in effect Sept 2016

In March 2015, the Ontario Government introduced an Action Plan entitled *"It's Never Okay: An Action Plan to Stop Sexual Violence and Harassment"*. The Action Plan contains 13 proposals that are aimed at preventing sexual harassment and violence in the workplace and the broader community.

Bill 132: *An Act to amend various statutes with respect to sexual violence, sexual harassment, domestic violence and related matters* was developed to adopt many of the recommendations contained in the Action Plan with a view to combatting sexual violence and harassment.

Below are the highlights that may impact your workplace:

- The definition of workplace harassment in the *Occupational Health and Safety Act* ("OHSA") will be expanded to include "workplace sexual harassment". The Bill does not contain any restrictions on a worker from launching a human rights complaint while complaints of sexual harassment are being investigated in the workplace.
- The OHSA will clarify that reasonable actions taken by an employer to manage or direct an employee do not constitute workplace harassment.



- Extensive obligations will be placed on your organization to develop a workplace harassment program to ensure that incidents or complaints of harassment are appropriately investigated. The program must be developed and reviewed in consultation with a joint health and safety committee or safety representative, if applicable.
- The workplace harassment program must outline how incidents or complaints of workplace harassment will be investigated and dealt with.
- Workplace harassment programs must also include procedures for reporting workplace harassment to another person in cases where a member of management within the organization is the alleged harasser.
- The results of a workplace investigation must be communicated to complainants and alleged harassers. The parties will also be entitled to be informed in writing of any corrective or disciplinary action taken.
- Your organization will be required to conduct investigations into "incidents" and complaints of workplace harassment. This language suggests that your organization will have to address not only formal complaints of harassment, but will also have to investigate any incidents of harassment that come to your attention.
- Workers must be informed that any information obtained in a workplace harassment complaint will only be disclosed on an as needed basis to investigate the complaint, take corrective action, or as required by law.
- Workplace harassment programs should be reviewed regularly, and at least once per year.

Once the Bill comes into effect, there will no longer be a limitation period for civil claims relating to sexual assault, and victims can bring their claims forward whenever they are ready.

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Feature

Ontario's Bill 132

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- Workers must be provided with information and instruction on the contents of the workplace harassment policy and program.
- Ministry of Labour inspectors will be given the power to order your organization to bring in an impartial third party to investigate an incident or complaint of workplace harassment. If an investigation is ordered, your organization will have to foot the bill to pay for the investigation and report. At this time, it is unclear what factors will guide an inspector to determine whether an investigator is "impartial",

and has the requisite qualifications to conduct an investigation.

Another important change that the Bill will introduce is the elimination of the limitation period for civil proceedings based on a sexual assault. Currently, there is a two year limitation period for commencing such claims, but it does not run when a person is incapable of bringing a claim because of their physical or emotional condition. Once the Bill comes into effect, there will no longer be a limitation period for civil claims relating to sexual assault, and victims can bring their claims forward whenever they are ready.

The above laws will come into effect on September 8, 2016. In order to comply with the legislation, it is recommended that you review or create policies to ensure they are compliant with Bill 132 obligations. Members of your staff should also receive training on how to identify and deal with complaints of harassment and how to conduct workplace investigations.

Ruben Goulart is a Partner with Bernardi Human Resource Law LLP and can be reached via email at RGoulart@hrlawyers.ca.

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Anne Pitman
M.Sc., EYT

ASK the Expert

Back to Work after Cancer: Make the Transition Easier

Make time for conversation prior to return to work

Q We have employees coming back to work after completing their treatment for cancer. What should we be thinking about to help their return be smooth and satisfying?

A It speaks volumes that as an employer, you are already seeing that there may be a lot to consider.

Re-entering a work environment after time off is one thing, but coming back to work after cancer treatment is something else again. Cancer treatment is time consuming at the least, and at it's worst, exhausting and possibly traumatic, depending on the severity and type of cancer. What can an employer expect? And what might they do to make the transition easier for all?

First understand or try to understand. You might not have had cancer yourself, but because cancer is so prevalent, you may know others who have wrestled with the disease. Even so, know that your employee will have their own beliefs and personal experiences with their cancer. Consider having a good conversation with your employee (if they are willing) before they return to work to ensure that you fully understand their physical, mental and emotional state and needs. They may not want to disclose all information, but if your relationship has been good in the past, they may be happy that you are concerned and wanting them to feel welcomed and settled. Some people appreciate special considerations and others may be afraid they will be seen as weak or still sick.

Consider the following:

- **Ask if you can know more about their condition.**

Although many kinds of cancer treatment can leave someone quite tired and ill-feeling, it isn't always true, especially if they have also been able to do supportive integrative treatments (such as acupuncture or naturopathic medicine). Find out if they have any special needs with regard to the kind of work they are expected to do, especially if they have been physically changed by the kind of cancer they had (for example, throat/mouth cancer that doesn't allow them to speak in the same way). Mentally, some people feel as though they are in a mental fog (sometimes referred to as chemo brain) for a long period of time, making it harder to concentrate.

What accommodations are you prepared to make with regard for their current physical and mental condition?

- **It may be helpful to know if they are coming back to work because they feel ready or because they are financially strapped and feel they have to.** This may affect how much energy they truly have and how much work they can be expected to do. Often people overestimate their energy or have forgotten how much energy it takes to be working

full-time. Also, there may be continuing medical and supportive appointments needed. Is a slower return or part-time return possible?

- **Even if they are in remission and look well, they may still be feeling the effects of the treatment.** These may be physical, but more and more we are realizing that for some people, a cancer diagnosis and the treatment itself can be traumatic. If they haven't had much emotional support throughout (like counseling or yoga therapy), they may be more in need of support now. Can your HR department be of help or might there be funds for employees with regard to supportive mind/body therapies?
- **While many people are relieved to be finished their treatment, for some, the end of treatment can actually be quite scary.** They have been followed by their health care team for months and have now been given the green light to "go back to their normal life". The absence of support (and close bonds with others with cancer or their health care team) can feel like abandonment. In addition, for some kinds of cancer, there is a

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Re-entering a work environment after time off is one thing, but coming back to work after cancer treatment is something else again.

Back to Work after Cancer

... concluded from page 8

significant threat of recurrence, the thought of which can be challenging to live with. Some people experience more anxiety at the end of their treatment than they did at their original diagnosis. There are many cancer societies and clinics that provide ongoing help for those who have faced cancer. What support does your employee have in place and what do they need?

- **Recognize that this employee has not been “off” work; cancer is no vacation.** It is chock full of appointments, decisions and sometimes difficult treatments. They may actually be in need of some off time off before they return, whether they realize it or not. You might want to discuss the possibility of a vacation before their return.
- **Your employee may or may not want other employees to know about their cancer.** Even if they were more public before leaving, things could have changed. What would they like you to be telling any other colleagues about their return? Also, what changes have occurred since they left? What do they need to know about the current work situation?

- **Consider the possibility that your employee may have been changed by the experience of cancer.** For some, it is a brush with a life threatening disease and depending on the individual, it can be life changing, sometimes in very positive ways. They may have different priorities. Perhaps a discussion with regard to expectations (yours and theirs) would be appropriate.

Having a person return to work after a cancer experience can be the start of a new chapter of working life. It is however

complex, as complex as the individuals themselves. This may require more than one conversation and time to reconsider and refine. Returning can be made easier by an open, curious and compassionate employer — you can help by being that person!

Anne Pitman is a Care Coordinator and Yoga Therapist at the Ottawa Integrative Cancer Centre (www.oicc.ca). She is also the co-director of the Ottawa School of Embodied Yoga Therapy (www.oseyt.com). She can be contacted via email at annahata@rogers.com.



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Demystifying Constructive Dismissal: Minimize Your Risk

Get back to the basics

In our current economy, change in the workplace is a constant presence. Restructuring, reorganization and downsizing are human resource realities of the current times. What is constructive dismissal? What are the consequences of constructive dismissal and how can you avoid hidden traps and risk in this area when implementing changes within your workplace?

I. CONSTRUCTIVE DISMISSAL BASICS

Once a contract of employment has been formed, whether this be in writing, verbal or implied, neither party has the right to change a significant term of the contract unless both parties agree to the change. In certain circumstances, unilateral changes by an employer to an employee's position, job responsibilities, compensation package or other terms, can amount to a potential constructive dismissal. The issue is whether the changes that have been made to the employment relationship are so significant as to amount to a breach of a fundamental term and condition of the employment contract. If the changes to an employee's position or responsibilities are so significant as to amount to a breach of a fundamental term, this gives rise to a potential constructive dismissal claim. Also, where the employer, through its behaviour, has created a situation which makes it untenable for an employee to continue, in certain circumstances, an employee may argue that that behaviour constitutes a constructive dismissal.

The damages an employee would be entitled to in an action for constructive dismissal are

equivalent to the damages the employee would receive had the employee been wrongfully dismissed.

In order to establish whether a unilateral change gives rise to a potential constructive dismissal, the Courts will consider three general issues:

1. What are the terms of the employment contract?
2. Has there been a breach of one or more of those terms?
3. If there has been a breach, is it a fundamental breach?

In keeping with a proactive theme, the important question is: How can an employer implement a fundamental change to an employee's conditions of employment without risking a lawsuit for constructive dismissal? Generally, there are two methods to accomplish such a change in a legally acceptable manner:

1. Reasonable Notice

No matter how dramatic the change to the employee's conditions of employment it can be appropriately implemented so long as the employee is given reasonable notice of the change. The length of the reasonable notice period is the same as the notice period that is required to give the employee notice of termination. Basically, the period of reasonable notice will vary depending on the employee's years of service, position and age. Please note that if at the time of hiring an employee you specifically agreed on the amount of notice required, (which is an approach we strongly recommend), then it is the same amount of notice that must be provided in order to implement a fundamental change.

2. Informed Consent

As discussed above, a fundamental change is only a constructive dismissal if the change is unilaterally imposed. As a result, if the employee consents to the change the employee waives his or her right to allege constructive dismissal. While there are no formal requirements for consent, the bottom line is an employer must be able to prove clear consent, if subsequently challenged by the employee. The steps we recommend to properly document the employee's consent are as follows:

- The employee should be provided with an adequate opportunity to consider the change which is provided to them in writing. Ideally, this period should not be less than one week; and
- The employee should be required to sign an acknowledgment indicating that they understand, accept and agree to be bound by the changes having had a reasonable opportunity to consider them.

II. APPLICATION OF CONSTRUCTIVE DISMISSAL IN RECENT CASE LAW

Recent cases from the Supreme Court of Canada (*Potter v New Brunswick Legal Aid Services Commission*, 2015 SCC 10) and the Alberta Court of Appeal (*Thompson v Cardel Homes Limited Partnership*, 2014 ABCA 242) both serve as a warning to employers that compelling an employee to cease performance of their duties, even if their pay is continued, can place the employer at risk of a claim for constructive dismissal. In *Potter v New Brunswick*

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Demystifying Constructive Dismissal

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Legal Aid, the employer placed the employee on a paid leave while it attempted to negotiate an agreed conclusion of employment. The employee successfully sued for constructive dismissal. In *Thompson v Cardel Homes*, the employee had only one month remaining in a one year fixed-term contract and was told that he was not required to work during the last month but would be fully paid. He successfully sued for constructive dismissal triggering



a twelve month severance obligation in the employment contract. The primary lesson and legal principle arising from both of these cases is that removal of an employee from their duties, even with full pay, can expose the employer to claims for constructive dismissal with potential significant liability and consequences.

III. CONCLUDING COMMENTS

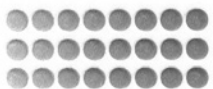
In summary, the increasing potential for restructuring, reorganization and downsizing make an understanding of the concept of constructive dismissal all the more important. The fundamental take-away points can be summarized as follows:

1. When changes within your organization or workplace affect an employee, there is the potential that those changes could trigger the risk of the employee quitting and suing for constructive dismissal as if they had been terminated.

2. Practically, changes within organizations that are arguably constructive dismissals occur regularly, often without the employer or employee even recognizing the potential for a constructive dismissal or even being aware of the concept.
3. In addition to being aware of the potential risk, the key proactive tools for your organization to eliminate or minimize this risk are to either obtain the consent of the employee to the change or provide the employee with sufficient working notice of the change which is equivalent to the notice that would be required for a termination.

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Murray Janewski
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President, ACT One
International Corp.

Ignore the Golden Rule

The Platinum Rule at work

Your mother probably taught you to follow the Golden Rule — “Do unto others as you would have done unto yourself”. A strong value but I respectfully have to choose an even higher road. I’ll call it the Platinum Rule: “Do unto others what they would want done unto themselves.” DiSC is the best resource in the world to help you do this.

How do you make the Platinum Rule part of the company culture? First, you need to ask some heartfelt questions. “What makes your organization so special?” “What is this organization all about?” “What makes you passionate about coming to work every morning?” Having asked these questions repeatedly throughout my career, the overwhelming response centers on “We’re like family” — and this comes from all over the globe.

So think of your own personal family now. I bet you cherish their feelings enough to make a point of understanding how to treat them (and heaven knows each one of them is different). With family, you naturally apply the Platinum Rule.

The same thing can happen in your organization when people make a point of nurturing a strong family value. You look after each other — I’ve seen it in great companies many

times. But it isn’t a case of establishing the value and being “done.” It’s never over. A continuous quest to understand and teach the value is all part of the career journey.

As your organization continues to face the many obstacles of being in business, nurturing this family value becomes more challenging. The rewards can be phenomenal. Brian Parsley, in his book entitled “inspHIREd”, explains the difference between “Team” and “Family”. This is so important because so many companies talk about the importance of teamwork and all sorts of sports analogies emerge. Yet, teamwork alone is not the complete foundation for long-term success and happiness.

Team — A group organized to work together; a group on the same side, as in a game.

Just because you’re on the “same side” and “work together” doesn’t mean success is a given. It’s great when you’re winning, but under enough stress the team shows weakness. Stress can come from tough times when the market turns; from people working extremely hard during good times; from poor communication anytime. A team can even be hired or hand-picked to accomplish a specific goal (look at many sports examples), but that will

always be short-term. Family, on the other hand, takes on a whole different meaning.

Family — Two or more people who share goals and values, have long-term commitments to one another, and usually reside in the same dwelling place.”

There is nothing more important than family. I’ll bet you would sacrifice any commitment you have today to any team you are on to be there for your family in a crisis or for a special occasion. I’ve observed this in the cultures of great companies. It’s like a second family. This suggests a culture that empowers people to set high standards of care — both for customers and co-workers.

You can enhance or strengthen what you already have by applying the Platinum Rule. This means open communication and trust, to truly understand what is important to each other. You can’t broad brush the whole “family” — it happens at a personal level. To do this, you need to first understand your own priorities and what makes you tick. Then understand what makes others tick at an individual and personal level. You will then be in a position to do the right thing and communicate with each person the way they need it.

So go ahead, ignore the Golden Rule and move up to Platinum. Your mother will understand.

Murray Janewski is President, ACT One International Corp. and can be reached at murrayj@aoic.ca.

You can enhance or strengthen what you already have by applying the Platinum Rule.

This means open communication and trust, to truly understand what is important to each other.

Feature



Annemarie Shrouder

Director,
Annemarie Shrouder
International

Intercultural Sensitivity: What This Means for Workplace Culture

Moving towards ethnorelativity

As we have welcomed 25,000 Syrian refugees in the past months, I thought about the imbalance between immigrant training and workplace preparation. Skills development, learning about Canadian culture and certification are all important aspects of resettlement success. We seem to put a lot of energy and attention to training new Canadians and upgrading their credentials, relative to the energy and attention we give to the environments these new members of the workforce will be entering.

Every organization has a culture and we screen potential applicants, consciously and unconsciously, based on their perceived “fit” into this culture. In John McLaughlin’s article “What is Organizational Culture” (available at www.Study.com), it is defined as “a system of shared assumptions, values and beliefs which governs how people behave in organizations. These shared values have a strong influence on the people in the organization and dictate how they dress, act and perform their jobs. Every organization develops and maintains a unique culture which provides guidelines and boundaries for the behaviour of the members of the organization.”

Part of that organizational culture will be influenced by Canadian and provincial or territorial culture. Unlike new hires who are Canadian, new immigrants have a steeper learning curve as they navigate the Canadian culture along with the culture of the organization they are working in.

When we place the onus of adjusting on the new immigrant who arrives in our workplace,

we miss many opportunities. There is much we can do to create an environment that is inclusive and welcoming of diversity, and an environment that in addition to valuing their skills, also appreciates and considers the diversity of ideas, perspectives and thought they bring.

Milton Bennett’s Model of Intercultural Sensitivity (published through the Intercultural Development Research Institute in 2011) is an interesting tool that can assist us in this goal of truly welcoming immigrants into our organizations and creating an inclusive environment. It is a continuum that can provide people and organizations with an opportunity to embrace difference and diversity while also recognizing the culture they are steeped in. Both are valuable in creating workplaces where people can thrive.

Bennett’s Model is a continuum of 6 stages: the three on the left (denial, defense and minimization) suggest various degrees of ethnocentricity or avoiding difference; the three on the right (acceptance, adaptation and integration) suggest degrees of ethnorelativity or seeking difference. As with any continuum, the idea is that personal and organizational evolution occurs from left to right. It goes from ethnocentrism (where we measure and judge others by our own ways, discounting their validity or even refusing to see diversity) to ethnorelativity (where we begin to see cultural complexity and can eventually move between cultural perspectives).

Organizations can use this model as a tool to determine how open they are to difference,

and therefore how to approach the creation of a more inclusive and welcoming environment — one that not only sees difference, but values and incorporates it into policy and practice.

Understanding where we are at is a crucial starting point for organizational change. When we consider unconscious bias, I would suggest that it is possible to be in the Denial stage without realizing it. Often we do things as they have always been done, assume it’s the only way and require everyone to fall in line in order to participate. At the opposite end of the continuum, Integration has us recognizing and internalizing different cultures and cultural perspectives.

Clearly a workplace that is committed to welcoming new immigrants would experience most success by being in the Ethnorelative side of the continuum, particularly the Integration stage. But this stage in and of itself does not take us far enough. It shows us where we are, but we need to apply the knowledge and use it to create an inclusive organization that not only values diversity, but acknowledges different needs, thoughts, ideas and perspectives. In order to move deeper, we need to engage with these varied cultural perspectives and incorporate the awareness of ethnorelativity into policy and even more importantly into practice.

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Feature



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Mindfulness Increases Profit and Boosts Productivity: Get On Board!

The Mindfulness Revolution takes its place in the boardroom

A *Maclean's Magazine* article published in April 2013 talked about how "mindfulness is being marshalled to grow profits and productivity". The term mindfulness has become a priority aspiration for many people in both their personal and professional lives.

What is Mindfulness and how does one obtain it?

My favorite functional definition of mindfulness is borrowed from a pioneer in the mindfulness and stress reduction field, Jon Kabat-Zinn, and it goes something like this: "Mindfulness is paying attention, on purpose, to what you are doing while you are doing it"

Trust me when I say the concept of mindfulness is simple in theory, but far from easy in practice. There is often the added intention of suspending the tendency toward judgment, preference or mental commentary — this is tricky territory given the chaotic nature of the human mind. Here are some of the hallmark features of mindfulness to help you put it all into perspective:

- Mindfulness is an impartial watchfulness — it does not take sides
- Mindfulness is non-conceptual awareness — 'bare attention'
- Mindfulness is present time awareness — it takes place in the here and now
- Mindfulness is non-egoistic alertness — it takes place without reference to self
- Mindfulness is goal-less awareness — one does not strain for results

"Mindfulness is paying attention, on purpose, to what you are doing while you are doing it"

- Mindfulness is awareness of change — it is observing the passing flow of experience
- Mindfulness is participatory observation — the meditator is both participant and observer

Dr. Patricia Rockman, Senior Director of Education and Clinical Services at Toronto's Centre for Mindfulness Studies, says that "Mindfulness practice isn't about fixing anything or getting rid of pain and being happy and relaxed". While these benefits are natural by-products of embracing a mindful way of being, she says "it is really about waking up to your life and enhancing mental and emotional resilience."

Mindfulness is both a formal practice and an attitude toward experiencing life's unfolding with awareness. Mindfulness is experiential; the capacity to be mindful is developed through the practice of meditation. Rockman says that you can't learn mindfulness simply by talking about it or reading about it: "The effort comes in the development of a practice. It begins with self-discovery and becoming more compassionate to self, then ultimately toward others." The idea is that with consistent practice of moment-to-moment presence, mindful awareness begins to organically spread into and suffuse all arenas of life, coloring everything more vital and vibrant. It

is said that contentment and peace become possible through mindful abiding in the present moment.

Mindfulness pioneer Jack Kornfield presents mindfulness as a remedy to "Western excesses or the egoistic, hedonic treadmill of continually avoiding discomfort and seeking pleasure from outside sources that are ultimately unsatisfying and short-lived."

Being touted as a clinically proven method for alleviating chronic pain and stress, mindfulness is the hottest ticket in medical research. The *Maclean's* article states "...it has metastasized into an omnibus panacea — to help children with attention-deficit hyperactivity disorder concentrate, soldiers with post-traumatic stress disorder recover and, now, Fortune 500 executives compete." It continues, "What has gripped Western attention is mindfulness's ability to improve performance of Olympic athletes, parents, and even nations".

A more recent article in the *Harvard Business Review* from 2015 "How Meditation Benefits CEO's" states that mindful meditation practice can build resilience, boost emotional intelligence, enhance creativity, improve relationships and helps you focus. It's no wonder business leaders are embracing the concept.

continued next page...

Feature

Mindfulness

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Business leaders and astute entrepreneurs have already picked up on the merits of mindfulness and are exploring how those benefits can be quantified. Mark Bertolini, the chief executive of Aetna Insurance shared some statistics in 2013 on CNBC regarding “the bottom-line incentive of reducing employee disability payouts and increasing productivity” stating that “the most stressed-out

employees’ health care costs are \$2,000 higher than average employees”. He continued to report that the benefits of mindfulness which can be learned through professional and personal life-coaching, yoga and meditation classes can yield an 11-to-1 return on investment.

I’d say that’s a pretty safe investment!

Marla Ericksen is the owner and director of Empower ME Yoga Studio & Teacher Training Academy in Ottawa and graduate of the acclaimed ‘Mindfulness Yoga & Meditation Training’ program at Spirit Rock Meditation Center in California. She can be reached via email at marla@empowermeyoga.com.

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