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Perspective

Sharlene Rollins
RPR

Manager,
Administration

Making the Transition to Manager

Start on the right track

Most get there by being promoted from a lower echelon. If that's you and you're transitioning from worker to supervisor or manager, congratulations. Your hard work has paid off. Now you have to learn a whole new set of skills and the ability to be able to direct and lead your team while being accountable for your actions to higher management. Here are a few tips to help you succeed in this next phase of your career.

Most who have successfully made this transition find that it's essential to get off on the right track-with your boss and with the people who will be working for you. An early meeting with all of your team gives you the opportunity to reintroduce yourself and to assure your team that you will do everything in your power to support them and that they will have the resources needed to continue their mission with the organization. This can help everyone get over the potential awkwardness of the situation and set your leadership role off on the right track.

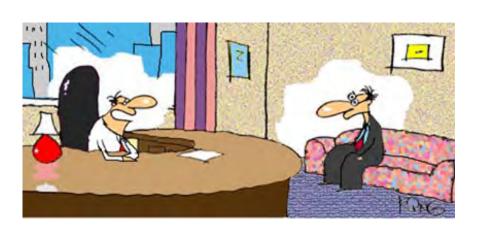
Speaking of roles, you will need to talk to your own boss to confirm that you understand your new job's responsibilities, goals and objectives. What are their expectations of you as a new manager? Is there a detailed job description that outlines every aspect of your role? What kind of support and training will you receive? Also, perhaps more importantly (particularly to you), how you will be judged and assessed in this new position?

People who have been through this before will tell you that it is crucial to identify and take advantage of any additional supports that may be available in your organization. Is there a formal mentoring or coaching program that you can access? Mentoring, in particular, can be a valuable asset to any new manager. Having someone who can provide advice and guidance can help not only with your performance, but your confidence as well. Your mentors will have likely been here before and faced similar challenges. Let them be your inspiration and sounding board.

Always keep in mind that managing people is all about relationships. That may make managing some of your existing relationships with your coworkers a bit tricky. You have to remember that your first responsibility is to your employer and that not everyone will like everything you do or have to do as a manager. You don't have to be everyone's friend, but you must respect everyone-even and especially if you don't personally like someone.

Finally, you must change a little to become a good manager, but don't change the essence of who you really are. Be true to yourself and your values. This is a big part of why you were promoted. Then, be the best manager you can be. In fact, be the manager that you want to have as your own manager. Think about the best bosses you've worked for in the past and then work hard to be like them. They are probably kind, generous, fair and willing to give everyone a second chance. You can certainly do the same.

Sharlene Rollins is Manager, Administration for IPM [Institute of Professional Management].



"We'll start you off at the bottom, but don't worry, you should only be there until the company turns a profit, which should only be a few decades."

resident's Messay



Nathaly Pascal RPR, CMP, RPT President

Management Lessons from Ted Lasso Every manager could watch this TV series and learn don't watch much regular TV. I agree with the popular assessment that there's really not much on worth watching

don't watch much regular TV. I agree with the popular assessment that there's really not much on worth watching. There are some exceptions, especially on streaming services that we all discovered during the pandemic lockdowns. One that I particularly enjoyed was the popular series "Ted Lasso" which was about an American football coach who somehow gets hired as the manager of a professional soccer team in England.

The show is entertaining and witty, but personally speaking, the real appeal was the interaction between the manager/coach and the players. I'm not the first one to notice this, but there are definitely management lessons to be learned by watching Ted Lasso deal with the players on his new team.

The main character is played by Jason Sudeikis who has been given some great lines and quotes that every manager should hear. Three big takeaways that I found useful: practice empathy and support, lead by example and a positive approach, and have honest and open communication, especially when things aren't going well. I know it's a fictional character in a fictional TV program, but there's an authenticity and a resonance that comes from practicing these attributes that I think can carry over into our real working lives.

Lasso or Sudeikis, and I am giving the actor credit because he helped develop and write the series, practiced what he preached, which I think makes it even more realistic. He talks about collaboration, inclusiveness and diversity and then delivers that in his work with the soccer team. Is he always successful? Absolutely not. However, he remains true to his core beliefs and principles and somehow things work out fine in the end, regardless of wins or losses.

Perhaps one of the biggest achievements of Ted Lasso as a manager is that he is able to create a positive working environment. That is not easy when you are dealing with highly paid prima donna athletes who make more money in a week than the rest of us make in a year - and with all the egos and ambitions that they bring with them. He still manages to do just that and even improves morale and productivity while doing it. That is something every manager would like to achieve.

Finally, and not surprisingly, Jason Sudeikis as Ted Lasso is a master communicator. He practices active listening and provides empathetic and positive feedback. He doesn't shy away from dealing with the tough stuff or calling out poor performance, but he always has a way for the person to listen, learn and grow through the process. As a manager, Ted Lasso is who I want to be when I grow up.

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



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Tom Ross K.C. Partner, McLennan Ross LLP

Warning to Employees

Wrongful dismissal cases don't always work in your favour

Terminated employees often think there is little downside to filing a wrongful dismissal lawsuit. At worst, the employer may refuse to settle and the employee may lose some time and legal fees, and that it is often felt that most employers are prepared to pay something to avoid the risk and expense of a lawsuit. A recent case we were involved in shows how dangerous this assumption can be for employees.

In *Breen v Foremost Industries Ltd.*, the CEO of a group of companies sued for termination pay and accrued bonus under his Executive Employment Agreement. He had been employed over 13 years and was terminated for dishonesty and breach of policy in respect to entering a contract worth \$11.5 Million in Russia without authorization.

Upon learning of the unauthorized contract, the employer initially decided it would not renew the CEO's contract at the end of the year. Although the employer thought it had just cause to terminate, it preferred to preserve the CEO's relationships with customers and employees and allow for a managed transition rather than an abrupt termination. However, in trying to negotiate transition terms, the CEO changed his story about what happened with the Russian contract. While he had initially confirmed that he authorized the contract, he later denied it and denied even saying he had authorized the contract. This "earthquake" disclosure removed all trust in the CEO and he was immediately terminated for just cause.

The CEO sued for over \$800,000. While dealing with his claim, the employer uncovered evidence of significant improper conduct by the CEO, including the authorization of secret "agency fees" to sham corporations in Cyprus and Panama. The employer counterclaimed against the employee for over \$1.3 Million.

It was difficult for the employer to determine exactly what happened with the secret agency fees. Court applications were required in Cyprus to obtain banking records of the agent corporations, which the CEO fought. The CEO also had to disclose his own banking records.

At trial, the CEO defended his receipt of 3 "gifts" worth over \$160,000 from a subordinate employee, which were paid out of bonuses awarded by the CEO to the subordinate.

After 9 years and a 5-week trial, the Alberta Court of King's Bench dismissed the CEO's wrongful dismissal case and found the CEO liable to his former employer for over \$1.5 Million (including punitive damages and a costs award of over \$877,000). In making this decision, the Court made a number of very positive findings for employers:

- The employer did not condone the CEO's initial misconduct when it initially decided not to renew his contract. While it is usually best to terminate for just cause promptly, the Court here accepted the valid practical reasons to not immediately terminate for cause. It also helped that the employer had initially communicated its belief that it had just cause.
- 2. The CEO argued the employer could not rely upon past performance issues and warnings because they had been condoned. However, the Court accepted that employers can rely upon past misconduct if new misconduct arises. Old faults may be added to new faults in assessing misconduct. The past misconduct was also relevant to show the CEO knew the employer's expectations.
- 3. After-acquired cause (particularly the secret agency fees) was permitted because the employer did not know of it before termination and it warranted termination.
- 4. The CEO was held to a high standard of honesty and loyalty. His lack of forthrightness over the Russian contract, his misrepresentations to the Board of Trustees, his massive conflict of interest

- regarding the so-called "gifts", his exceeding his authority, and his general dishonesty significantly breached his fiduciary duties to the employer. He was guilty of embezzlement, misappropriation and defalcation. There was just cause.
- 5. The CEO claimed for accrued bonuses as an earned entitlement under the *Employment Standards Code*. The Court denied it, saying that deferred and contingent incentive pay was not earned until the contingency was satisfied. In this case, termination for just cause ended the contingent entitlement.
- 6. The CEO had to repay the monies he had received as "gifts" (over \$160,000).
- 7. The CEO had to pay \$113,000 USD for monies he authorized to be paid to a sham agency company even though he did not personally receive the monies. However, he was not liable for monies paid to companies

- the employer could not prove he knew were a sham.
- 8. The CEO had to pay \$200,000 for his incompetence in failing to disclose a foreign exchange risk on the Russian contract and failure to implement a currency hedge. This is significant because courts are often reluctant to make employees pay for poor business decisions. Here, the Court accepted the failure was a breach of contract that produced financial damages.

In the end, this case was a giant loss to the CEO's finances and reputation. It is an outcome that should remind employees there may be something to lose in pursuing a questionable case.

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Feature

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Senior Associate,
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J.D.

Associate,
Borden Ladner
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The Inflexibility of "Flex Days"

Review policies with legal counsel to avoid providing more than you intended

Employers will often provide different perks to remain competitive in recruiting the best talent, and that means providing more than what is required by the applicable employment standards legislation.

In terms of vacation time, section 34 of the Alberta *Employment Standards Code* ("**ESC**") states, "An employer must provide an annual vacation to an employee of at least (a) 2 weeks after each of the first 4 years of employment, and (b) 3 weeks after 5 consecutive years of employment and each year of employment after that, unless section 35 applies". The key is that this section (and many other sections of the ESC) says "at least", which means employers are free to provide more.

Paid time-off ("PTO"), which employers often incorporate vacation entitlements into, is one of the common areas where greater benefits are provided. Some PTOs are a greater benefit, because not all types of PTOs are required by the applicable employment standards legislation. For example, the only PTO that is statutorily required in Alberta is vacation. Some other provinces may also require paid sick days. However, grouping statutory entitlements with greater benefits without clear stipulations in the policy can lead to pitfalls, despite the employer providing more generous entitlements than statutorily required. This is illustrated by a recent appeal decision of the Alberta Labour Relations Board in Harold Hinz Professional Corporation v Mawji, 2023 CanLII 67904 ("Mawji").

Background of the Mawji Decision

In *Mawji*, the employer provided the employee with "flex days" as paid days off, in addition to her vacation entitlements. For each month of work, the employee accrued two flex days. There was no formal policy in place and no formal mechanism tracking the flex days. The employee simply emailed the employer occasionally with the days she would be taking as flex days.

When the employee resigned from her employment, the employer and employee disagreed over the number of vacation days remaining and the associated vacation pay. The employer argued that the time-off taken was vacation, while the employee argued they were flex days.

The employer argued that flex days had to be used within the month that the employee earned them and could not be banked, so the employee only had two flex days to use and the remaining 10.5 days must have been vacation days. The Appeal Body rejected this argument, because there was no written policy regarding the accrual or use of flex days.

Furthermore, the Appeal Body stated that even if there was a policy setting out these requirements, the argument would still be rejected, because several emails showed that the employer permitted the employee to use flex days after the month in which they were accrued.

Ultimately, the Appeal Body found that the employee used her remaining flex days before using any vacation days. As such, 10 of the time-off days were flex days and the additional 4.5 days of time-off must have been vacation days.

Employer Key Takeaways

While it is great that employers are generous and provide greater benefits to their employees than the statutory requirements, it is important to note the following lessons:

(1) **Clear Policies:** since the specifics of the particular greater benefit are not addressed by the ESC, employers must fill in that gap and set out its own rules clearly, including eligibility requirements, the calculation method, treatment during leave or upon termination, and/or benefit priorities such as whether employees must take their statutory vacation first before using flex days, "use it or lose it" requirements or that the flex days allotment will count towards their statutory entitlement. Ideally, statutory vacation time and vacation pay should always be used first, since they are statutorily required and the rules cannot be altered by the employer. PTO in excess of statutory requirements, on the other hand, provides the employer more flexibility in setting its own rules, such as the requirement that flex days must be used within the month or they will be lost as the employer in *Mawji* argued. However, this must be clearly stated in the policy.

continued on page 8...

Feature



Sarah Doughty

Vice President of
Talent Operations
Talent ab

The Evolving Employer - Employee Relationship

Adapting to the New Power Dynamics

In the ever-evolving workforce, the dynamics between employers and employees have undergone significant transformations. Historically, these relationships were dominated by employers who exerted considerable control, inciting the need for organizations such as unions and other grassroots organizations by employees. In more recent years, we have seen shifts in how the pendulum swings with trends. From the domination of movements such as 'hustle culture' to the pervasive need for 'work-life balance,' more employees are using tools such as social media platforms to advocate for their rights and demand better working conditions. Through analyzing past trends of employer-employee relationships, one can understand factors contributing to the rise of employee influence on the modern workplace and why it may ultimately be effective.

Historical Context of Employer-Employee Dynamics

The early days of employer-employee relationships were characterized by a significant power imbalance favouring employers. Employees' job security was tied to overworking, allowing them limited opportunities for autonomy or developing a work-life balance. Employers had substantial control over wages, working conditions and career progression, with employees left with few clear opportunities for advancement.

The Rise of Employee Influence

The rise of the gig economy, the proliferation of remote work technologies, increased emphasis on employee well-being and the growing influence of social media and online platforms in advocating for workers' rights have all shifted employee-employer power dynamics. These factors have contributed to a more balanced and flexible relationship between employers and employees, where workers have greater leverage and a stronger voice in their professional environments.

The Catalyst of Social Media

Online, employees have had more opportunities to connect with other professionals in their industries and voice common grievances in their workplaces. This has allowed people to communicate over unsafe and unfair work practices, paving

the way for employees to work together and seek solutions. This, in turn, has given employees a lot more bargaining power than they had in the past; if someone is unfairly fired, they can go to social media and warn people not to work for that company, damaging their reputation and cutting down on that company's prospects.

Now that employees can affect an organization's ability to find talent, the company itself has more incentive to treat staff well and focus on long-term retention. As a result, if an employee chooses to leave of their own volition, they may recommend other talented professionals they know to fill their position—maybe even through social media.

Impact of Generational Changes

While it is a common refrain among young people that they don't "want to" work these days, this sentiment is not well substantiated in evidence. The reality is that the current generation entering the workforce has fundamentally different values than previous generations, leaving employers scrambling to understand what motivates new hires.

Employees no longer tolerate being asked to do unpaid overtime, and they will not continue with jobs that make demands on their personal lives outside of the workplace without some benefit to them. This new generation of workers also cares more about their employers' ethical practices, often researching the business partners and practices of prospective employers to ensure that the values of a future boss line up with their own.

The Role of Economic Factors

Every generation has had a major economic event impact on the workplace environment. While older professionals remember the 2008 financial crisis, the current generation is living through a post-COVID-19 hiring slowdown. While fewer jobs are available, employees are more particular about who they will work for, comparing the factors that they value, such as salary and work-life balance, before agreeing to a contract.

The last few cycles of economic unease have undoubtedly led to more power for employees within the employer-employee relationship.

Looking ahead, expect to see that power grow. Qualified candidates today are cemented in having more say in how work influences their lives and who they want to work for.

Adapting to the New Dynamics

Adapting to these new dynamics may be difficult but not impossible. Often, changes to an organization's structure can be made to attract new employees while retaining current ones, Emphasizing the importance of flexibility, transparency and employee engagement within your company (and following through on those promises) are all factors that can help draw in potential hires from younger generations.

The basics are also important in appealing to new employees. Offering improved or varied benefits, such as health care and professional development stipends, highlights that a company cares about its employees' well-being and career advancement without having to overhaul certain policies.

Embracing a New Era

As we embrace this new era, it becomes clear that the power dynamics between employers and employees are undergoing a profound transformation. This shift is characterized by an increasing emphasis on flexibility, transparency and employee engagement, driven by technological advancements, generational value changes and significant economic events. Organizations that recognize and adapt to these changes by fostering a supportive and ethical work environment will remain competitive in a landscape where employees have more influence and bargaining power than ever before. As we move forward, it is essential for both employers and employees to navigate these evolving dynamics collaboratively, ensuring mutual growth, respect and success in the workplace.

Sarah Doughty is the Vice President of Talent Operations at TalentLab. With a specialization in technical recruitment, Sarah brings over 12 years of hands-on experience, excelling in the pursuit of elusive digital talent.

The Inflexibility of "Flex Days" - concluded from page 6

- (2) **Consistent Practice:** in conjunction with a clear policy, employers need to be consistent in enforcing its policies. As the Appeal Body in *Mawji* stated, even if there was a policy, the employer's actions demonstrated that it allowed flex days to be banked. Employers must follow its policies consistently in order to rely on them.
- (3) **Recordkeeping:** remember that section 14 of the ESC requires employers to keep up-to-date records of vacation pay paid to each employee (which must also be on their pay statements in the relevant pay period) and also the date vacation started and finished and the period of employment in which the vacation was earned. Because of this statutory requirement, courts and the Employment Standards Branch will put the onus on the employer to prove that the entitlements were in fact
- provided. In this case, the only records available were emails, which made it difficult for the employer to prove the entitlement provided beyond what was stated in the emails.
- (4) **Legal Advice:** If employers are considering PTO policies, they should strongly consider discussing with legal counsel to ensure both compliance with the ESC, while also addressing the greater benefit so that employers are not bound to providing even greater benefits than they intended.

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Feature



Christine Krueger LL.B. Associate Partner Goulart Workplace Lawyers

Termination Provisions Scrutinized in Dufault Case

Employers must review existing employment agreements regularly

A recent decision of our Superior Court out of Thunder Bay caught our attention (and the attention of most employment lawyers) as another example of the court broadening the application of the Ontario Court of Appeal's 2020 *Waksdale* case.

In *Dufault v. The Corporation of the Township of Ignace*, 2024 ONSC 1029, the Court invalidated a termination clause in a fixed term contract because the clause violated the *Employment Standards Act*, 2000 ("ESA") on three grounds plaintiff's counsel put forth:

- First, the "for cause" clause, which attempted to define "cause" at common law, did not specifically mention the only exception which would deprive an employee of their minimum statutory entitlements under the ESA namely, for "wilful misconduct, disobedience or wilful neglect of duty that is not trivial and has not been condoned by the employer." We are not surprised by this finding.
- Second, the employer contravened the ESA by only referencing base salary in their without notice termination clause. The clause provided for a greater than formula of base salary times a number of weeks to a cap or the period required by the ESA. The Court concluded that based on reviewing this employee's employment agreement, the company paid the employee more than base salary which would comprise this employee's "regular wages." The Court cited s. 60 of the ESA which says that an employee's wages may not be reduced during the notice period when the employee is entitled to receive all regular wages. Put another way, the employee has to be kept whole on all fronts of compensation that they regularly enjoy as part of their employment. The judge does not stop there but goes on to state that the salary continuance proposed in the without notice cause also violates s. 61 of the ESA which requires the employer to pay a lump sum equal to the amount that would have

- been paid if working notice of termination and been pursuant to s. 60 of the ESA.
- Third (and perhaps the most stunning ground), the Court agreed with plaintiff's counsel that the use of the phrases "sole discretion" and "at any time" referencing when an employer can terminate an employee's employment is not absolute and violates times when the ESA prohibits an employer from terminating an employee. For example, on the conclusion of an employee's leave (s. 53) or in reprisal for attempting to exercise a right under the Act (s. 74). These are hypothetical arguments to find violations of the ESA, which bear no reality to what happened in the case. We refer to this as the "Waksdale effect." This is having a profound impact on the enforceability of termination clauses, particularly those that purport to limit termination entitlements to the minimum amounts under the ESA.

It is worth reproducing the without cause termination clause that was attacked to understand how plaintiff's counsel made these arguments and how the court reached its conclusions:

4.02 The Township may at its sole discretion and without cause, terminate this Agreement and the Employee's employment thereunder at any time upon giving to the Employee written notice as follows:

i. the Township will continue to pay the Employee's base salary for a period of two (2) weeks per full year of service to a maximum payment of four (4) months or the period required by the Employment Standards Act, 2000 whichever is greater. This payment in lieu of notice will be made from the date of termination, payable in bi-weekly installments on the normal payroll day or on a lump sum basis at the discretion of the Township, subject at all times to the provisions of the Employment Standards Act, 2000.

Termination Provisions Scrutinized in Dufault Case ... concluded from page 9

- ii. with the exception of short-term and long-term disability benefits, the Township will continue the Employee's employment benefits throughout the notice period in which the Township continues to pay the Employee's salary. The Township will continue the Employee's short-term and long-term disability benefits during the period required by the Employment Standards Act, 2000 and will pay all other required accrued benefits or payments required by that Act.0
- *iii.* all payments provided under this paragraph will be subject to all deductions required under the Township's policies and by-laws.
- iv. any further entitlements to salary continuation terminate immediately upon the death of the Employee.
- v. such payment and benefits contributions will be calculated on the basis of the Employee's salary and benefits at the time of their termination.

Key Takeaway

Has the judge in this case gone too far in parsing the without cause termination clause? We think so. The judge is also silent about the fact the clause itself is subject to the ESA. The judge's finding with respect to the for cause termination

clause was enough to strike the entire termination clause relying on the well known and well established Waksdale decision. The judge has now made it easier for plaintiff's counsel to attack termination clauses if the severance payment is set up as a salary continuance, the without notice clause does not deal with every benefit of employment (i.e. commissions, vacation pay, paid sick days, benefits etc.) in the clause, or if the clause includes the phrases "at its sole discretion" or "at any time", designed to provide the employer with absolute ability to control the timing of the separation. In our view, this is problematic on a number of fronts.

Hopefully, the employer will appeal this case. However, in the meantime, employers need to deal with this case and how it may affect termination provisions both past and present.

We encourage employers to review existing employment agreements.

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Members Quarterly Staff Writer

Developing an Accessible Workplace: Making it Better

Get rid of the formal and informal barriers

Canada has come a long way when it comes to becoming an accessible society, but there is much more work to do and many barriers to the full access of people with disabilities into society and the workplace. This is important work because there are more than 6 million Canadians, aged 15 and over, who have a disability.

Improving access for people with disabilities has been a societal and political priority for many years. One key highlight was the Canadian ratification in 2010 of the United Nations Convention on the Rights of Persons with Disabilities (UNCRPD). By signing the UNCRPD, the Government of Canada recommitted to furthering the rights of persons with disabilities. What followed was the Accessible Canada Act (ACA) which made a goal to reach a barrier-free Canada by 2040.

The Accessible Canada Act came into force in 2019. It focused on the proactive identification, removal and prevention of barriers to accessibility in 7 priority areas including: employment, the built environment, information and communication technologies (ICT), communication other than ICT, the design and delivery of programs and services, the procurement of goods, services and facilities, and transportation.

It is not by chance that employment leads the priority areas since having a job is one of the best ways for people with disabilities to begin to become full partners in society. It provides economic independence and security as well as a sense of belonging and can be a much-needed boost to anyone's confidence. It is also heading the list of things to work on because there are still many formal and informal barriers that prevent people with disabilities from gaining access to the job market. In fact, less than 60 per cent of workingage Canadians who have a disability are employed, compared to 80 per cent of the general population.

The business case for hiring people with disabilities is a solid one. First of all, they are an available labour pool at a time when many employers are crying out for help at every level. Secondly, they bring unique talents and perspectives. They have already learned to overcome challenges and obstacles placed in their way and they know how to solve problems - because they have to, every day. They help diversify the workforce and inclusive businesses have been shown to be up to six times more likely to be innovative

and agile. They also have higher than average revenue and profit margins and many increase their market share because they become more attractive to more customers.

Many organizations have already made major steps to improve their accessibility. Now is the time to do more, especially in recruitment and hiring. This might mean things like making accessible parking available closer to the workplace entrance, replacing steps at the building entrances with ramps with handrails and ensuring that there is easy access to washrooms, water fountains and employee lunchrooms.

Employers can also widen their job search criteria to make sure that people with disabilities are aware of opportunities within their organization. Some things to consider might be disability inclusion statements in job advertisements, posting job openings on disability-oriented job boards, ensuring that applications are in formats accessible to all people with disabilities and providing reasonable accommodations for applicants to ensure that they are able to fairly compete in any job interview or process.

It is also important to consider how you might conduct the actual interviews. That could mean making accommodations during the process or giving consideration to the whole of the candidates experience and background. For example, some people may be highly qualified for a technical position but not be able to communicate well. One other tip to make it fairer for people with disabilities to compete is to shed any preconceived ideas or prejudices about what a person with a disability might be capable of. Let them show or tell you.

After a person with a disability comes on board, they may need some physical accommodations to ensure their success at work. They may need a restructured work station or a modified computer with accessible capacity. Most of these accommodations can be provided with minimal cost and your new employee will most likely repay your efforts with an enthusiastic approach to their new job. A quick tour of their new jobsite will reveal any physical barriers that remain. Once the barriers are removed, the new hires and you can look forward to their ongoing success.

Members Quarterly Staff Writer



Carla Hurley M.Ed, CPHR, SHRM-SCP

Hurley HR

Project-Based Performance Evaluations

Foster a workplace characterized by transparency, learning and growth

Employee performance evaluation serves as a critical tool for understanding individual, team and organizational contributions, while also providing opportunities for constructive feedback. While traditional evaluations are typically conducted annually, project-based reviews offer a more focused assessment, centering on an employee's performance within the context of specific tasks or projects completed within a defined timeframe. Particularly in industries where client satisfaction hinges on the quality of project deliverables, organizations often prioritize project-based evaluations or integrate them into the annual review cycle, ensuring that feedback is both specific and iterative, ultimately driving continuous improvement.

Organizations may consider including projectbased performance reviews to achieve the following benefits:

Frequency and timeliness

Project-based employee performance assessments are characterized by their frequency and timing, aligning closely with the completion of specific tasks or projects. These evaluations occur as milestones are reached or projects are concluded, ensuring that feedback is timely and relevant to recent performance. This approach allows for continuous monitoring of employee progress and adjustment of goals aligned with the project lifecycle, contributing to simultaneous employee performance and project management.

Feedback accuracy

Project-based employee performance evaluations are known for their accuracy, stemming from their focus on specific tasks or projects. By evaluating performance based on measurable objectives and deliverables, these assessments offer concrete evidence of accomplishments and areas requiring improvement. This specificity enables a precise assessment of individual contributions, leading to more accurate insights into employees' strengths and development needs.

Diversity of input and objectivity

Project-based performance management enriches the evaluation process by engaging various stakeholders, such as team members, project managers and clients. This inclusive

approach allows for a diverse range of perspectives, resulting in a more comprehensive and objective assessment of employee performance. By considering multiple viewpoints, biases and subjective judgments are minimized, thereby promoting fairness and transparency. Furthermore, the emphasis on specific project outcomes and measurable results provides tangible evidence of performance, reinforcing the objectivity of the evaluation process and ensures that recognition and rewards are based on merit and achievement.

Relevance and meaning

Project-based performance assessments offer a more relevant and meaningful evaluation for employees, as they directly tie individual contributions to the success of specific tasks or projects. By focusing on the outcomes and impact of their work within the context of the project's objectives, employees gain a clearer understanding of their role and how it aligns with the organization's goals. This approach fosters a sense of ownership and accountability, motivating employees to strive for excellence in their work. Moreover, by recognizing and rewarding performance at the project level, organizations can more accurately assess the overall contribution of each employee to the project's success, leading to greater alignment between individual efforts and organizational objectives.

Constructive, developmental and impactful

Project-based employee performance evaluations offer immediate, actionable feedback that drives growth and enhances performance. Tied closely to specific tasks or projects, these evaluations enable employees to make timely adjustments, address areas for improvement and leverage their strengths. By focusing on concrete examples and outcomes, they provide valuable insights that empower employees to progress in their roles and contribute more effectively to the organization's success.

Positive workplace culture

Project-based performance evaluation fosters a workplace culture characterized by transparency,

learning and growth. By focusing on specific tasks or projects, employees receive clear and actionable feedback, promoting transparency in performance expectations and outcomes. This transparency cultivates a learning environment where employees feel empowered to seek improvement and develop their skills. Furthermore, prioritizing consistent, well-delivered feedback and fostering development cultivates an atmosphere wherein employees are at ease with taking risks, embracing mistakes and gaining knowledge from them. Overall, projectbased performance evaluation not only drives individual growth but also strengthens organizational culture by promoting open communication, accountability and trust.

Implementing project-based performance management begins with ensuring that clearly defined expectations and criteria for success including project objectives, milestones and key performance indicators are shared with team members from the outset. Utilizing appropriate tools and technology is also essential for tracking employee progress, facilitating communication and providing a full picture of the employee's contribution throughout the project's life cycle. Furthermore, investing in skill-building programs for all

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individuals involved in providing feedback as part of the performance evaluation process ensures a consistent and supportive approach across the organization, fostering a culture of continuous improvement and development. Moreover, equipping managers with the skills to deliver feedback constructively ensures that employees can receive it positively and take actionable steps to improve their performance and contribute to the overall success of the project and a positive workplace culture.

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