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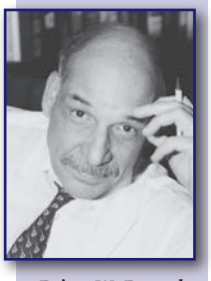
Spring 2016 Volume 14, No. 2



Brian W. Pascal
President

President's Message

Farewell to Traditional Performance Evaluations

Shift focus from assessment to development

There are few things that most managers hate more than giving employee evaluations. Many dislike being on the receiving end of performance evaluations. That's because most performance evaluation processes are either mind-numbingly boring or totally ineffective in capturing the good, the bad or the ugly of an employee's value to the organization.

So why not try something new? What about a world where employee evaluations are taboo, kaput, finished? Imagine a new workplace where 'we really don't do them anymore'. Well, you can and some organizations actually are. This doesn't mean employees are not judged and rewarded for their actual performance. It certainly doesn't mean the end of giving employees the feedback they need and must have. It's actually about shifting the focus from assessment to development.

In this new world without formal performance evaluations, I would suggest following a few basic steps. First, there needs to be a clearly defined target of performance that an employee is expected to achieve. This can be done through a jointly developed work plan or a written statement that both employee and manager agree to and sign. The main focus should be on ensuring that the employee knows exactly what they are supposed to be working on — clear objectives and targets.

Secondly, when you shift to development from assessment, this actually means more work for you as a manager since the focus will now be on how you can help the employee succeed. That can include coaching, mentoring, helping the employee to move from one level of competence to a higher one, or even learning and mastering the new skills they will need to meet their performance targets.

The third step in moving to a development model from performance management is a complete shift in communications between you and the employee. Instead of a once a year or mid-year discussion on performance, the 'how are you doing?' conversation, it needs to become monthly if not weekly in regularity. The content also needs to be completely re-oriented to allow for an employee to self-evaluate with your support and to be able to ask for additional resources if they are falling short of their targets or goals.

Finally, there still has to be a system of rewards and incentives, both positive and not so positive, built into your new system of assessing and supporting employees. One of the benefits of moving to this type of process is that you won't have to wait until the end of the year to identify problem spots or employees. You can work to correct these deficiencies earlier or cut your losses and move on. Just because you're a good employer

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Inside this issue:

Overtime: Does Your Policy Comply?

Review your policy to avoid litigation

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Ask the Expert

Q: What do employers need to know about overtime?

A: Employers often view overtime pay as an expense that should be reduced. On the other hand, many employees want to work overtime and all employees want to be paid handsomely for working extra hours. As a result of these conflicting views on overtime pay, employment lawyers often receive questions about the obligations on employers to pay employees for overtime.

The *Ontario Employment Standards Act* (the "Act") contains sections that employers must follow regarding overtime. Exceptions arise when an employer's employment contracts or collective agreement provide for a greater right or benefit for overtime than what is required in the Act. There are several potential dangers and traps for employers to consider when employees work overtime.

Below are the answers to common questions that employers have regarding overtime work and pay.

1. What does the Employment Standards Act *require employees to pay for overtime?*

The Act typically requires overtime pay at a rate of 1½ times the employee's regular rate of pay for every hour worked in excess of 44 hours per week. The Act also exempts some categories of employees from overtime pay. The most common exemption is managerial and supervisory employees. The Act does not provide for any daily overtime but considers overtime on a weekly basis (A full list of exemptions is found in O. Reg. 285/01, Exemptions, Special Rules and Establishment of Minimum Wage).

Some employers will provide in their employment contracts or in a collective agreement for overtime pay at a higher rate of pay or start the overtime pay trigger at a lower hours threshold, or on a daily basis.

2. Who is a managerial or supervisory employee?

The Act sets out a stringent test for the managerial or supervisory employee exemption. The Act and its Regulation make it clear that an employee's job title does not determine whether or not the employee is a manager or supervisor. Many employees have the job title of a manager (such as account manager or product manager) but, in their day to day activities, their work does not differ from the work done by non-managerial employees. These employees are not managers or supervisors under the Act.

When determining whether or not an employee should be paid overtime, the relevant question is whether the work done by the employee is supervisory or managerial in character and whether the employee provides non-supervisory or non-managerial tasks on an "irregular or exceptional basis".

3. Does overtime need to be approved?

A very common and potentially costly misconception among employers is that if an employee works overtime without approval, the employee is not entitled to be paid for the overtime. This is not the case. An employer is not permitted to refuse to pay an employee for unapproved overtime worked.

Unapproved overtime has caused many large employers headaches in recent years as class action lawsuits have been commenced by employees seeking compensation for "unapproved" overtime pay. One employer settled such an action for approximately $95 million plus legal fees of approximately $10.45 million (*Fulawka v. Bank of Nova Scotia*).

4. How can an employee limit unapproved overtime?

Employers can limit the amounts of unapproved overtime that is paid by having clear overtime policies that state that all overtime worked needs to be pre-approved by management. If an employee works overtime contrary to the policy, the employee would still need to be paid. However, the policy should provide for discipline that will occur if an employee frequently fails to obtain approval prior to working overtime. This will allow an employer to take progressive disciplinary steps if a particular employee continues to work overtime without obtaining approval from management.

5. Time off in Lieu of Pay

Another way that employers reduce overtime costs is to encourage employees to take time off in lieu of overtime pay.

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Family Status Protection: Employers Beware!

The "Sandwich Generation" and Family Status Discrimination

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Feature

The "sandwich generation" no longer means employees who brown bag their lunch; it means ones squeezed between raising children while at the same time caring for aging parents. As more families struggle to manage competing workplace demands and care-giving responsibilities, family status discrimination claims are on the rise.

"Family Status" is a protected ground under federal and provincial human rights legislation. However, the legislation with respect to this protection varies between jurisdictions. While not every jurisdiction defines "Family status", most authorities set forth a fairly broad interpretation of the term as protecting the absolute status of being or not being in a family relationship; the relative status of who one's family members are; the particular circumstances or characteristics of one's family; and, the duties and obligations that may arise within the family (see: *Hicks v. Human Resources and Skills Development Canada,* 2013 CHRT 20 (CanLII) at para 41). Generally speaking "family status" protects childcare obligations, elder care obligations and the formation of a family.

Due to the aging population and rising costs of personal care, elder care obligations are becoming more and more prevalent in our society. Tribunals have recognized the reciprocal elder-care responsibilities of a child towards their parent should also be recognized in the same fashion as childcare responsibilities of parents towards their children (Hicks, supra.)

The issue of family status discrimination, and the continuing effect on the sandwich generation, has been considered at various tribunals, including recently at the Ontario Human Rights Tribunal and a Nova Scotia Board Human Rights Board of Inquiry.

In *Devaney v. ZRV Holdings Limited,* 2012 HRTO 1590 (CanLII), the Applicant was an architect who was terminated. The Applicant alleged that the respondent employer terminated his employment when it unilaterally changed the terms of his contract by imposing a rigid work schedule, thereby precluding him from caring for his ailing mother. The Respondent took the position that termination was for cause due to the Applicant's failure to attend the office as required.

The issue before the Tribunal was whether the Respondents' requirement that the applicant attend the office during certain hours was discriminatory against applicant on the basis of family status. After careful consideration Tribunal concluded that:

i) the Applicant's employment was terminated based on absences, a significant portion of which were required due to his family circumstances;

ii) the Applicant's family care requirements were a significant factor in the Respondents ultimately terminating his employment; and

iii) the Respondents were aware that the applicant had elder-care responsibilities.

As a result, Tribunal concluded that the Applicant established a *prima facie* case of discrimination on the basis of family status. Furthermore, the Tribunal determined that the Respondent failed in their duty to accommodate both procedurally and substantially and section 5(1) and 9 of the Code had been violated.

Issues of family status discrimination, and specifically, the formation of the family status protection, was very recently considered by a Nova Scotia Human Rights Board of Inquiry in *Adekayode v Halifax Regional Municipality and the International Association of Fire Fighters, Local 268*. Here, Mr. Adekayode was not entitled to any financial "top-up" of employment insurance benefits as a biological father, a right that was provided to adoptive parents under his collective agreement.

Adekayode took the position that this distinction was discriminatory, and amongst other things, violated his "family status" protections under the *Nova Scotia Human Rights Act*. The Respondents argued, amongst other things, that as this right (or lack thereof) was something freely negotiated in the context of collective bargaining, it was not discriminatory. The Tribunal disagreed, and determined the family status protection under the legislation

As more families struggle to manage competing workplace demands and care-giving responsibilities, family status discrimination claims are on the rise.

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Family Status Protection: Employers Beware!

... concluded from page 4

makes no distinction between how the ground comes into existence. The Tribunal concluded that whether the relationship between a child and his or her parents is initiated biologically, or by placement, "family status" really comprehends the whole essential social relationship of obligation and dependence between those acting as parents with respect to care.

This decision has been appealed to the Nova Scotia Court of Appeal, and a decision is expected sometime in 2016 – so stay tuned!

As is always the case in human rights jurisprudence, a determination of whether discrimination has occurred is fact specific and will depend entirely on the particular circumstances of each case. However, given the trending demographics in Canada, it is likely that we will continue to see an increase in "family status" complaints both with respect to child and elder care issues.

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George Raine

President, Montana Consulting Group

Rethinking Attendance Management: Doctor's Notes & Sick Pay

Develop a fair policy

In the last issue of this newsletter, we looked at the four questions we should ask about an absence: Did the employees notify us properly? By what right are they not at work? Should I believe what they tell me? Do I have to pay them? In this article, we'll look at the last two questions.

Should I believe what they tell me?

Employers often react to medical certificate policies by saying "The notes don't say anything", "My employees tell me their doctor doesn't give notes" or "My employees say they can't get in to see their doctors".

First, the standard of certificate required should be linked to the rules of evidence. In other words, the note should say something that, if said in court or at arbitration, would constitute evidence that there was a medical need for the employee to be absent from the available work.

Doctors are expert witnesses in the field of medical science. As such, they are entitled to have their opinions on the employee's ability to do their jobs taken as evidence, provided their opinions are based on their specialized knowledge of medical science. For most conditions, valid medical opinion must be based on observing symptoms, conducting examinations, and/or studying test results.

Doctors' opinions about their patients' credibility are not evidence, because doctors are not recognized as expert witnesses in the field of assessing the truth of things said to them. Labour arbitrator Rolf Hattenhauer famously said, in Fisheries Products (Marystown) Ltd. (1979) 22 L.A.C. (2d) 439: "To put it bluntly, medical certificates of illness are not Holy Writ, and that simply because of the fact that their authors are fallible and can be misled. Surely, to argue otherwise is tantamount to suggesting that professional competence in the health sciences field — or in any other field for that matter – *ipso facto* vests the individual with such divine qualities as omniscience or infallibility."

Doctors who provide a note based on only subjective complaints and the request for a certificate are not giving a medical opinion. If you have properly set up your policy or rule, the note will not meet the needed standard.

Asking employees to get notes that meet such a high evidentiary standard for all illness or injury related absences would be grossly unfair, unreasonable and abusive. However, limiting the requirement to the tiny minority who cause us to question reasonably our "benefit of doubt" policy is reasonable. So this brings us to the question of when to require a medical certificate.

Employers have created some very nasty and intrusive attendance policies. Unions have responded by placing mechanistic restrictions on the employer's right to use common sense in determining if absences are okay or not. Such restrictions are so commonplace today that even non-unionized employers often act as if they were unionized. For example, they prohibit requests for doctors' notes for absences of fewer than three days, but require them from everyone absent for three days or more. This allows a few abusers to play games with many short absences, but forces many good employees to get notes when their trust is not in question.

We advise our clients against imposing such mechanistic medical certificate policies. You should treat your people like you want to be treated. When you're sick with the stomach flu, you typically need time and rest to get well. You don't want to have to drag yourself down to the clinic or doctor's office to get a note. So why treat your employees that way?

You need a program that creates no hassle for 95–98% of your workforce, but makes the few "games-players" provide real proof of a medical need to be off work. The principle we use is benefit of doubt. Every employee gets the benefit of doubt when they say they are too sick to work — right up to the point that common sense says that continuing to trust them without proof would be dumb!

Here's what an employee would have to do to tell you to

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Feature

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Feature

Honesty is the Best Policy

Dismissals for dishonest misconduct

A recent decision of the British Columbia Court of Appeal, *Steel v. Coast Capital Savings Credit Union*, 2015 BCCA 127 ("Steel"), bodes well for the future of Canadian employers in respect to their ability to terminate employees for acts of dishonesty.

The circumstances in which an employer is able to establish just cause due to an employee's dishonest misconduct is currently governed by the hallmark Supreme Court of Canada case of *McKinley v. BC Tel*, 2001 SCC 38 ("McKinley"). Prior to the Supreme Court of Canada hearing the McKinley matter, the British Columbia Court of Appeal upheld the employer's argument that it had just cause to terminate the employee for deliberately and deceitfully withholding a significant medical opinion from his employer that, if produced, would have likely spoiled the employee's attempt to secure a new/altered position with his employer that carried less stress/responsibility. In doing so, the Court of Appeal ruled that any form or degree of dishonest misconduct on behalf of an employee amounts to just cause for termination.

Conversely, the Supreme Court of Canada ultimately overturned the Court of Appeal's decision, holding that not all dishonest misconduct on behalf of an employee will meet the threshold for just cause. Rather, prior to dismissing an employee for just cause because of a dishonest act the employee committed, the Supreme Court of Canada was clear that an employer must contextually assess the alleged misconduct to determine if the degree and nature of the dishonest act is sufficient to establish just cause. In short, according to McKinley at that time, there is no blanketability on behalf of an employer to dismiss an employee for any form of dishonest misconduct, regardless of the severity.

In Steel, the employee was a member of the employer's Information Technology team that had unsupervised access to the employer's computer system, which included confidential personal folders assigned to each employee. It is also important to note that the employer was a financial institution where confidence in its employees' trust and honesty is of even greater importance than normal. In short, the employee was in a position of trust. The employer's policy provided that members of the Information Technology team were prohibited from accessing the personal folders of other employees, unless express permission to do so was given. Without any permission, the employee accessed the personal folder of a manager for the sole purpose of determining where she was positioned on the parking priority waiting list relative to other employees. The employer was alerted of this dishonest act when the manager was unable to open the parking priority waiting list because it was already opened on the employee's computer. Shortly thereafter, the employee was dismissed for her dishonest act on a just cause basis. The employee subsequently commenced an action for wrongful dismissal.

The trial judge agreed that the employer had just cause to dismiss the employee, and at the Court of Appeal, the trial judge's decision, in this regard, was upheld. Finally, although the employee applied to appeal the matter before the Supreme Court of Canada, leave to appeal was denied. In reaching its decision, the Courts focused on the clear policy governing the employee's access to personal files, as well as the unsupervised position of trust the employee held as a member of the Information Technology team for a financial institution.

Notwithstanding the foregoing, McKinley still remains the keystone case on dismissals for dishonest misconduct, and as such, the contextual assessment with respect to dishonest acts should still be applied by employers when considering a dismissal. That said, because leave to appeal was denied by the Supreme Court of Canada in Steel, the case seems to suggest that, despite the employee-friendly ruling of McKinley, there are circumstances in which an employee can in fact be dismissed on account of a singular dishonest act (particularly when the employee is in a position of trust and/or unsupervised authority), even if that dishonest act is perceived as being trivial.

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Caught in the Engagement Paradox

Move your workplace beyond traditional engagement

Brady Wilson
Co-Founder, Juice Inc.

Feature

Are your employee engagement efforts actually causing disengagement in the workplace?

Fact: it's possible for employees and managers to be engaged — but not energized. When they're not energized, it's only a matter of time before they become disengaged. That's the "Engagement Paradox."

However well-intentioned leaders may be, managing engagement often relies on grim determination, guilt, shame, fear and control. Traditional strategies do not focus on ways to drive passion, innovation, intuition and "extra mile" helpfulness in employees.

In a previous article, we looked beyond traditional engagement efforts, instead focusing on how to create a culture that energizes employees. Today, we look at three more ways leaders can take their workforce *beyond* engagement — by finding ways to harmonize competing interests and identify solutions that achieve a balance between what managers want, with what employees need to do their best work.

Seek tension, not harmony

Workplace tension — between departments, people and tasks, and budgets and deadlines — is inevitable. Tension makes leaders uncomfortable. And so, managers often slip into behaviours that make the problem worse.

But tension is actually good for business. This is because the tension between the *current* way of doing things and the *desired* way of doing things can spark innovative thinking.

Yes, tension can be destructive, but when harnessed correctly, it can be the source of creative energy. In other words, there is *treasure* in tension.

By skillfully stepping into tension-filled moments, leaders can transform that tension into a driver of opportunity, innovation and personal connection. This can be achieved by "partner mode" — using emotional intelligence skills to stand amid the tension.

When employees see managers bravely stepping into tension, they begin to model that same behaviour. The result: a tension-less work environment where people can focus more on the business and less time on "sweating the small stuff."

Meet needs, not scores

Perhaps not surprisingly, workplace tension is often the result of competing needs. Those competing needs are driven by emotion. We know this because over 20 years of science shows that the brain makes decisions for emotional reasons first and then justifies them with rational ones.

Removing tension begins when leaders understand what matters most to individual employees. Generally speaking, employees are driven by five needs, each of varying importance to them:

- **Belonging:** feeling accepted, included and on the "inside," as well as a connection or "fit" with others
- **Security:** feeling safe and protected in their role, being able to predict things and therefore have some control over them, having consistency and clarity, order and structure
- **Freedom:** having autonomy and independence, mindspace and psychological "space" as well as decision latitude and support, variety and change
- **Significance:** feeling respected and valued, affirmed and acknowledged by others to feel success and achievement, challenge and growth, and to experience efficiency, productivity, power and status
- **Meaning:** understanding and feeling purpose in one's role and knowing they are making a difference, feeling they are in a just and fair environment.

Every score on your employee engagement survey is simply an indication of whether your employees feel their needs are being met. When leaders discover what propels their employees and find ways to get those driving needs met, this generates a cycle of healthy decisions, reduced interference and sustainable energy that powers up performance.

Think sticks, not carrots

When it comes to engagement techniques, leaders often gravitate to offering "carrots"— that is, recognition, cheerleading and inspiration. But the human brain is shown to better respond when managers remove psychological forms of interference from the system — things affecting employees' ability to do their best work.

Negative events at work have far more impact on people's

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Feature

Caught in the Engagement Paradox

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performance than positive events. Therefore, things like bullying, unfair judgements or evaluations, unresolved conflict and team tensions lead employees to work below capacity.

No amount of cheerleading is going to balance out the depletion of an employee's personal energy caused by interference. By identifying and removing that interference, leaders can return employees to their ability to operate at capacity — equal to the task. This means functioning at their actual ability to perform and able to access all of their knowledge, experience, skills and strengths.

In other words, manager should always be "thinking sticks" instead of carrots.

Release energy, go beyond capacity

An engaged employee working "at capacity" is cause for celebration. But imagine the potential of energizing them *beyond* capacity — that almost magical state that taps into a person's unrealized, latent, inherent abilities.

By moving toward tension, finding out what drives employees and then seeing through solutions to meet any unmet needs, leaders can inspire their employees to reach heights they never knew they could — thereby saving precious time, reducing friction and improving productivity.

Moreover, energized employee experiences are the key to sustainable, high-quality customer experiences — and amazing business results.

*Brady Wilson is a co-founder of Juice Inc, as well as a respected trainer speaker and author. This article includes content from his most recent book, "***Beyond Engagement: A Brain-Based Approach That Blends The Engagement Managers Want with the Energy Employees Need***".*
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Feature

Courts Rule Termination Clauses Unenforceable

Drafting an enforceable clause

In our last article, we discussed the ever-expanding list of factors taken into account by courts in calculating notice periods and how this creates significant uncertainty for employers in pre-determining employees' entitlements on termination. In our view, the use of a contractual termination clause is the only means to eliminate this uncertainty.

While the Court has historically suggested that drafting enforceable termination clauses is a simple matter, in recent practice it has proved anything but. A termination clause must at least provide for an employee's minimum entitlements pursuant to the applicable employment standards legislation, failing which it is null and void. A recent line of Ontario cases has held that termination clause language must clearly and expressly provide for the provision of benefits through the statutory notice period (as is required by the *Employment Standards Act, 2000* (the "ESA")), or be struck down.

The leading case is *Stevens v. Sifton Properties Ltd.*, 2012 ONSC 5508. The Plaintiff had a written employment contract that spelled out her entitlements on termination without cause, as follows:

The Corporation may terminate your employment without cause at any time by providing you with notice or payment in lieu of notice and/or severance pay, in accordance with the *Employment Standards Act of Ontario.*

You agree to accept the notice or payment in lieu of notice and/or severance pay referenced... herein, in satisfaction of all claims and demands against the Corporation which may arise out of statute or common law with respect to the termination of your employment with the Corporation.

The Court in *Stevens* followed an earlier Ontario decision in *Wright v. Young & Rubicam Group of Cos.*, 2011 ONSC 4720, in holding that the termination clause was unenforceable because it did not provide for the continuation of benefits through the statutory notice period. The Court in *Stevens* held that the language, "payment in lieu of notice … in accordance with the *Employment Standards Act of Ontario*" was not sufficiently broad to contemplate continuation of benefits through the statutory notice period. The Court held that it was irrelevant that the employer had, in fact, continued benefits throughout the statutory notice period following termination. The Court suggested that a provision which provided for "entitlements", rather than "payment", in satisfaction of ESA requirements would be enforceable. The Court in *Stevens* therefore seems to be interpreting the term "payment" in the termination clause very narrowly in order to find the termination clause unenforceable.

Paquette v. Quadraspec Inc., 2014 ONSC 2431 (English language translation at 121 O.R. (3d) 765), is a decision on a motion to, in part, determine whether the termination clause in the plaintiff's employment contract was null and void. The termination clause in question purported to limit the plaintiff's entitlements upon termination to a maximum of six (6) months' base salary, and expressly limited provision of benefits upon termination to any unpaid benefits up to the termination date (but not through the statutory notice period). The Court followed *Stevens* in holding that the termination clause was unenforceable because it did not provide for benefits through the statutory notice period.

In *Miller v. A.B.M. Canada Inc.*, 2014 ONSC 4062, the Court followed Stevens in finding a termination clause unenforceable that provided for "salary in lieu of [minimum ESA] notice or as may otherwise be required by applicable legislation." The Court in *Miller* held that "salary" did not include "benefits", and so held the clause to be unenforceable. Nor did the Court find the inclusion of the language "or as may otherwise be required by applicable legislation" sufficiently clear or broad so as to include the provision of benefits through the statutory notice period.

More recently in *Howard v. Benson Group Inc.*, 2015 ONSC 2638, the Court voided a termination clause that said the plaintiff's fixed-term employment could be terminated at any time, "and any amounts paid to the Employee shall be in

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Feature

Courts Rule Termination Clauses Unenforceable

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accordance with the *Employment Standards Act of Ontario*." The Court accepted the plaintiff's argument that the clause was unenforceable for two reasons: (1) it was ambiguous, and (2) in any event, it was unenforceable because it did not provide for benefits continuation upon termination. For this second proposition, the Court followed the decision in *Miller*.

In our view, a termination clause such as that in *Stevens* should be enforceable even where it provides for "payment" in lieu of notice (rather than for "entitlements"). Since the word "notice" (meaning "working notice") undoubtedly includes both salary and benefits continuance, the phrase "payment in lieu of notice" is, in our view, sufficiently broad to encompass the provision of all benefits over the statutory notice period. This is particularly so where the termination clause expressly states that it is intended to comply with the minimum requirements of the ESA.

However, the narrow interpretation of "payment" in Stevens appears to have won the day as the case has consistently been followed in recent jurisprudence. It is therefore recommended that employers seeking to draft an enforceable termination clause should: (1) refer to the provision of "entitlements", rather than "payments", upon termination, (2) expressly provide for benefits through the statutory notice period, and (3) expressly state that, in any event, the employee shall be provided with his or her minimum statutory entitlements under the applicable employment standards legislation.

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WDYT?

Send us your feedback and suggestions for articles.

If you are interested in writing articles, send your contributions to info@workplace.ca.

Charmaine Hammond

President, Hammond International Inc.

The Team Charter: Keep Your Team on Track

One size does not fit all

Q: How do I keep my team on track?

A: A Team Charter is a solution that I have seen work well for many leaders, HR professionals and members of the team. Team Charters are documents that clearly define the purpose of the team, how the team will work together and what the expected outcomes are. Think of a Team Charter like a "roadmap" for the team and leadership. They help communicate the purpose of the team and provide a clear direction for the team.

Team Charters are most effective when created specifically *for* the team and developed *by* the team. Cookie cutter approaches or generic charters tend to set the team up for unnecessary challenges. A customized charter that the team has developed together has a strong foundation for success because the team has created it together. The process of creating the charter is a team building exercise and when effectively facilitated, can strengthen relationships and commitment to the charter and the agreements the team has made together. It is not uncommon to have "real issues" surface during the process of developing the team charter. This is one reason that careful planning and effective facilitation is essential. For example, the team explores agreements to maintain open and respectful communication and issue resolution as part of the team charter/how the team works together. When an issue surfaces and is sidetracked or minimized, the value of the charter is quickly diminished. The process of developing team charters is clearly an opportunity to walk the talk.

Team Charters often include these elements of teamwork and how the team works together:

Purpose or mission of the team:

- This often includes the overall company mission, vision and values along with a specific statement about the mission or purpose of the team. Many teams also include a statement about the team's strengths.

Goals and direction of the team:

- This may include priorities, projects and initiatives that will be undertaken by the team.

How the team will work together:

- This might include meeting norms such as expectations about when, where and how often the team will meet. This part of the Charter might also cover what is expected of team members with regard to attendance, timeliness and preparation. In general, it will cover how meetings should be conducted.

Communication norms:

- How the team will communicate to team members (e.g., electronically, in person, etc.) and may include specific expectations about communication standards.
- Giving and receiving feedback — the team's expectations about providing one another with positive and constructive feedback.
- How team members will address issues and challenges.

The team's approach to courageous dialogue and conflict resolution:

- Often teams will map out a clear path for addressing and resolving conflict. This often refers to company policy and procedures but is written in a way that is personal and specific to the team.

How the team will measure success:

- Teams often identify that they will allow 15 minutes of staff meeting agenda time every quarter to review the Charter. Some teams review the charter annually through a team building event or retreat. Other teams create a committee (includes leadership, staff and HR) to review through surveys, 1:1 discussions with staff and through annual reviews.

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Ask the Expert

Feature

The Team Charter: Keep Your Team on Track

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Building and sustaining the team:

- How the team will continue its efforts to build the team. This might include team activities such as annual team events, in-services, teambuilding programs, performance reviews, etc.

Workplace safety and respectful workplace:

- Some teams reinforce workplace safety practices and expectations in the charter and reference specific policies and procedures. Many teams specifically outline the ways in which team members and leadership will contribute to creating a respectful workplace.

Bringing new team members up to speed:

- Many teams appoint a small committee to meet with new employees and provide an orientation to the Charter.

We created our Team Charter. Now what? This is one of the most important questions. When a team goes through the process of collaboratively creating a Team Charter, it is important to carefully plan out:

a) Where the Charter will be housed (e.g., will each member have a copy, will staff sign the charter, will it be posted on a wall in the office?)

b) Who will initiate the Charter's implementation?

One team that I worked with created a short version of their Charter, framed it and had each staff member sign it. They also put a team photo on the Charter. This hung in a main area of their office with great pride. Their Charter inspired a number of other teams within the company to develop their own Charter.

You might think that developing the team charter looks to be quite time-consuming and challenging. Keep in mind that when your first teams build the charters and use them, they will recognize the advantages and everyone will reap the benefits immediately. It will then be easier and quicker to design charters for other work teams once you have done the first round. It's a win-win scenario for everyone involved!

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Eddie Lemoine

International Speaker, Engagement Expert

Feature

Sow a Thought – Change Your Destiny

Changing the way you think delivers results

Ralph Waldo Emerson once said, "Sow a thought and you reap an action; sow an act and you reap a habit; sow a habit and you reap a character; sow a character and you reap a destiny." No truer words were ever spoken.

I believe we can change our destiny by changing our thoughts. Not only do I believe this, but I have done it personally and watched countless people do it as well. You are doing it now. Your thoughts are creating the future that is in front of you. Your thoughts are creating actions. Are you thinking about making that important call or all the reasons why you should not make that call? Are you thinking about eating healthy for a more vibrant and longer life or eating something just for the taste or instant gratification? All of our thoughts create actions. That is why it is so important to think about what you are thinking about. Your life can be completely different in a very short period of time by just changing the way you think.

Here are a few tips to help you.

Surround yourself with people who think in the direction you want to go in life.

Over the past decade of writing and speaking, I have learned to surround myself with people who support me in my quest for the future. Occasionally, someone comes into my life that is combative, unreasonable or focused only on themselves. At first, I wondered how I attracted that type of person into my life. I then realized that they are important — they are markers to show me not only what not to be like, but more importantly to make me truly appreciate the wonderful supporting people who surround me.

Watch your actions

If you find yourself doing something that you are not too proud of or does not serve you well, stop and rethink it. Ask yourself what thinking led to this action or behaviour. Often we have learned values and behaviours, or maybe even inherited ones that are not serving us well. Do you always have to be right? Do you not compromise? Are you confrontational? In reality, a trait which we think is helping us get ahead may be what is holding us back.

Look at the area of your life where you are very happy. What are your thoughts in that area of your life? What type of habits did you create? What is your character? I believe you will see all the answers you are looking for. You are already changing the way you think at this very moment. You are creating your destiny and your thinking has a huge impact on what it will look like. Remember, you ultimately "Bring About What You Think About".

*Eddie Lemoine is an International Speaker and Employee Engagement Expert. Also a recognized author, Eddie's latest book is "***Bring About What You Think About***". He can be reached via email at eddie@eddielemoine.com.*

Eddie Lemoine will be presenting on:

Bring About What You Think About – Change Your Future Today

at IPM's Edmonton Conference April 28, 2016.

For details, go to www.workplace.ca (click on events).

"Tell my wife I can't speak to her right now. However, she can email me detailing the info on whether she had a boy or a girl."

President's Message

Farewell to Traditional Performance Evaluations

... concluded from page 2

or manager doesn't mean you have to tolerate poor performance or performers.

As you can see, this new way of interacting with employees may actually take a lot more time and energy than your old employee assessment process. However, you just may find that it's worth both. Try it out and let us know how it works for you. Maybe you have another great idea to make employee evaluations work. We'd love to hear from you.

Ask the Expert

Overtime: Does Your Policy Comply?

... concluded from page 3

This practice is permitted by the Act if certain criteria are met. The employee must agree to take time off in lieu of pay (they cannot be forced to do so) and the paid time off work must be taken within three months of the work week in which the overtime was earned or, with the employee's agreement, within 12 months of that work week.

If the employment relationship ends before the paid time off is taken, the employer must pay the employee for their overtime (*Employment Standards Act, 2000*, S.O. 2000).

Summary

Although many employers are familiar with the basic overtime principles, it is important to review overtime policies from time to time to ensure that they are in compliance with the Act, that they are clear and that they are being followed. Increased litigation involving overtime pay, particularly surrounding "unapproved" overtime and compensation for "managers" or Ask theOTT01: 7239807: v1, has put a target on the back of many employers. Employers can face potentially expensive litigation if their overtime policy is not being followed or if the policy violates the Act.

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Feature

Rethinking Attendance Management: Doctor's Notes

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stop giving them the "benefit of doubt" and to start producing medical certificates for all medical absences: get caught lying about a supposedly medical absence, threaten to "call in sick" when it is clear that they are not sick, or demonstrate a highly unusual pattern or frequency of absences where illness is claimed when the employer has no other evidence suggesting illness.

Your principle for doctor's notes is: Trust people until they lose your trust. Then require REAL proof.

Do I have to pay them?

If an employee has given proper notice and has a compelling need to be off, then they should be given permission to be off. Having a good reason to be off doesn't necessarily mean the employee gets paid. This is where you have to turn to your paid leaves and benefit policies.

Just because a person has used all their "sick days" or "sick leave" doesn't mean their absence merits discipline. A good reason remains a good reason. It just means that you have exhausted your obligation to pay for the absence under that policy.

Don't forget that extreme absenteeism, even if for good reason, may give cause to end the employment relationship. This is the "frustration of contract" or "innocent absenteeism" case. But that's another story.

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