BusinessCentral

EMPLOYER BULLETIN

13 February 2023

A Weekly News Digest for Employers

EMPLOYER NEWS

Government takes new direction with policy refocus

- Work on the TVNZ/RNZ public media entity to stop; Radio NZ and NZ on Air to receive additional funding
- Social insurance scheme will not proceed this term
- The Human Rights (Incitement on Ground of Religious Belief) Amendment Bill to be withdrawn and not progressed this term. The matter to be referred to the Law Commission for guidance
- Biofuels mandate to be stopped
- Government to consider changes to 3 Waters programme soon
- Minimum wage to increase by rate of inflation from 1 April

Prime Minister Chris Hipkins has announced a suite of programmes that are being cancelled or delayed in order to put the Government's focus on the cost of living.

"The Government is refocusing its priorities to put the cost of living front and centre of our new direction," Chris Hipkins said.

"The social insurance scheme is off the table and will not proceed as proposed. We will need to see a significant improvement in economic conditions before anything is advanced.

"Work will continue to explore ways to best address these inequities in the long term when the economy is better placed to make change. But it is off the table for now.

"Cabinet considered the 3 Waters programme. The need for reform is unquestionable. The events in Auckland have once again demonstrated the limits of our existing infrastructure and the need for change. But careful consideration is required.

"Cabinet has agreed to lift the minimum wage by $1.50 – to $22.70 per hour. It will apply from 1 April, 2023. The Starting-Out and Training minimum wage rates will be maintained at 80 per cent of the adult minimum wage.

New Zealand Government [8 February 2023]

$5 million support package for flood affected Auckland businesses

The Government is providing a $5 million package of emergency support to help businesses significantly affected by the recent flooding in Auckland.

This includes:

- $3 million for flood recovery payments to help significantly affected businesses
- $1 million for mental wellbeing support through a boost to the First Steps programme
- $1 million for small business advice focussed on business continuity and resilience
- Inland Revenue will also waive penalties for late payments for Auckland, Northland, the Bay of Plenty, Thames/Coromandel and Waikato

"We know that for Auckland businesses who are still dealing with the impact of COVID, the floods have been another blow.

"This is a tough time, and in order to provide further support we are boosting funding for the business led First Step programme which provides targeted mental health support to small business owners," Ginny Andersen said.

New Zealand Government [8 February 2023]

New initiatives to unlock Māori science and research resources

The Government is investing in a suite of initiatives to unlock Māori and Pacific resources, talent and knowledge across the science and research sector, Research, Science and Innovation Minister Dr Ayesha Verrall announced today.

Two new funds – He tipu ka hua and He aka ka toro – set to open in April and July 2023– will provide up to $10 million per year to Māori organisations to build Māori research capacity, capability and aspirations over the next five years.

As well as the new funds, Dr Verrall also signalled the development of a fellowship programme for early-to-mid-career Māori and Pacific researchers called Ngā Puanga Pūtaiao, and an internship programme for Young Māori innovators, Te Ara Pōtiki. Full eligibility criteria for these two initiatives will be released in the first half of 2023.

The new funds, fellowships and internships will be administered by MBIE and funded in part out of the "Expanding the Impact of Vision Mātauranga" initiative, from Budget 2020, where $33 million was allocated to attract and grow Māori talent in the research, science and innovation sector.

MBIE is working with the Royal Society Te Apārangi to determine criteria and a timeline for delivering the fellowships, which will determine how many fellows can be chosen.

Te Ara Pōtiki is an internship programme being established to support promising, tertiary-qualified, Māori entrepreneurs and technologists. Under this programme, interns will be placed at overseas start-ups for up to 12 months, beginning with a cohort at agritech start-ups in the US. The programme seeks to foster Māori innovation by partnering with organisations that have existing capability and connections in the space, It will open for applications later in 2023.

It's expected that that Te Ara Pōtiki will support around 22 interns over five years through a combination of MBIE funding and partner contributions.

New Zealand Governement [7 February 2023]

Your privacy rights and why they matter in a digital world

'Privacy rights in the digital age' is the theme for the Office for the Privacy Commissioner's education flagship week, May 8 to May 14.

Privacy Commissioner Michael Webster wants the public and the agencies and businesses that serve them to increase their knowledge of the Privacy Act, what it means for them in a world rapidly becoming more 'online', and what their rights are.

"I want people to know how to stay safe, and upskill, where possible, to deal with a world that is increasingly reliant on digital tools.

"People shouldn't have to reveal everything about themselves if they want to enjoy the benefits of a digitally connected world. They are just as entitled to privacy online as they are anywhere else. That's their right under the Privacy Act.

"I want companies and government agencies to get behind the Privacy Act and understand that:

- Privacy helps them build trust with the communities they serve and work in.
- Being transparent to clients and customers about how their personal information is being used in the digital environment is the right thing to do.
- To business and public sector leaders, privacy is as important as matters like health and safety, and one of the most vital tools available to create trust."

The week, from 8-14 May, will focus on exploration of a code for biometrics, online tracking, children's privacy online, advances in digital technology in everyday life, law enforcement and health.

The week will also include discussions with leading individuals and organisations on how digital transformation of our society is impacting on privacy - covering everything from TikTok to ChatGPT - and what we can all do to ensure our privacy rights are maintained.

The Office of the Privacy Comissioner [9 February 2023]

EMPLOYMENT RELATIONS AUTHORITY: FIVE CASES

90-day trial periods invalid unless written in employment agreements

Ms Forsyth was employed by Mr Quinn from late May 2021 to July 2021 when she was dismissed under a 90-day trial period before going on unpaid leave. She claimed she was unjustifiably dismissed from her employment and sought lost wages and compensation for hurt and humiliation.

The Employment Relations Authority (the Authority) first had to determine whether Ms Forsyth was dismissed from her employment. On 29 July 2021, Mr Quinn sent a text message to Ms Forsyth which read "Hi Sophie the 90-day trial is nearly up, so we have decided to try someone else. Anne will pay you what you're owed. Thanks John".

In Wellington Clerical Union v Greenwich, the Court of Appeal observed that dismissal has a wide meaning and includes a "sending apart" and a "sending away." The Authority found that the content of the text message sent by Mr Quinn to Ms Forsyth was a sending apart, and the employment relationship was therefore ended by dismissal on 29 July 2021.

The second issue was whether the dismissal was justified. The Employment Relations Act 2000 (the Act) states a valid trial period must be a written provision in an employment agreement. Ms Forsyth was never provided a written employment agreement, and accordingly, the Authority rejected the notion that Ms Forsyth's employment ended under a valid 90-day trial period.

Without a valid 90-day trial period, Ms Forsyth could pursue her unjustified dismissal claim. This meant Mr Quinn needed to show the decision to dismiss Ms Forsyth was procedurally and substantively justified. Section 103A of the Act set out the test to assess the procedural fairness of the decision to dismiss employee. The Authority was required to make an assessment on whether Mr Quinn's actions and how he acted were what a fair and reasonable employer could have done in all the circumstances at the time of the dismissal. Mr Quinn had to investigate any allegations against Ms Forsyth, raise his concerns with her, provide her with a reasonable opportunity to respond, and then genuinely consider her response in light of the investigation.

Mr Quinn stated that Ms Forsyth applied for five days of leave to attend a course but took ten. He claimed it was Ms Forsyth's refusal to work shifts by taking more leave than initially requested that caused the relationship to end. However, the first day Ms Forsyth was on leave was the day she received the text message from Mr Quinn dismissing her. Mr Quinn was also unable to be contacted for mediation attendance which he said he was keen to partake in. There was no evidence that Mr Quinn conducted the process in accordance with section 103A of the Act and so the Authority found the dismissal was without any procedural fairness. Ms Forsyth was therefore unjustifiably dismissed, and the personal grievance claim was substantiated.

Ms Forsyth initially sought recovery of lost wages and an apology. The Authority explained that it had no power to order Mr Quinn to apologise. Accordingly, she amended her claim to recovery of lost wages and compensation. The Authority denied Ms Forsyth's late claim for compensation as she applied for the claim after Mr Quinn responded and the Authority thought it would be prejudicial to Mr Quinn who had no right of reply after the late request to change the remedy.

Mrs Forsyth was to go on unpaid leave for two weeks starting on the day of dismissal. The Authority found the actual loss of wages was less than three months ordinary time remuneration. Ms Forsyth was reimbursed $8,150.40 for lost wages and $71.56 for the filing fee.

Forsyth v Quinn [[2022] NZERA 463; 15/09/2022; H Doyle]

Employer's oversight of redundancy provision results in over $40,000 in remedies

Mr Young was employed by Eco Pile Limited (Eco Pile) during Mr Ashton's and Mr Hanna's joint directorship, first on a part-time basis in October 2020 and then full-time on 10 December 2020 when he moved into the position of a business manager. He brought a claim in the Employment Relations Authority (the Authority) for unjustified dismissal based on being summarily dismissed in August 2021 after Eco Pile had a change of CEO. Mr Young sought wage arrears, compensation for hurt and humiliation, and reimbursement of legal costs.

On 30 August 2021, the day of dismissal, Mr Ashton was abruptly removed as a director by majority shareholders, leaving Mr Hanna to continue as director. Later that day, Mr Hanna emailed all staff advising "we do not have any future business booked in Eco Pile. Therefore, cannot justify keeping staff on board with no foreseeable income as we would be trading insolvently." Mr Young also received instructions to cease all work for Eco Pile and to give his email login details. The following day, Mr Young confronted Mr Hanna about the email. Mr Hanna confirmed that the restructuring meant Mr Young's employment was terminated with immediate effect from 30 August 2021 when he sent the email. Mr Young then received the sum of $4,137.76 on 27 September 2021 as payment in lieu of notice.

On the issue of whether Mr Young was unjustifiably dismissed, the Authority noted that Mr Young's employment agreement with Eco Pile contained a redundancy provision. This provision obliged Eco Pile, in a case of restructuring, to consult with Mr Young, find a suitable alternative position, and if a suitable position could not be found, then providing him with at least four weeks written notice. There was no evidence that Eco Pile investigated the circumstances surrounding the alleged redundancy, that there was consultation with Mr Young, an investigation into possible redeployment, or any consideration of Mr Young's feedback before making the decision to dismiss him.

Accordingly, the Authority found that the dismissal was unjustified on the basis that there was a lack of process, no genuine consultation, and a lack of good cause. Mr Young had an expectation of consultation, a fair and transparent selection process, and an opportunity for redeployment, none of which occurred. This was a breach of good faith by Eco Pile and a breach of the employment agreement.

Eco Pile was ordered to pay Mr Young three months of lost wages amounting to $16,250. For the months of January to April 2021, Eco Pile was experiencing financial hardship and deferred salary payments of $10,833 to Mr Young with his consent. It was expected that he would be paid at a later date when Eco Pile was in a better financial situation. Although a payment of $1,200 was made on 15 September 2021, the Authority stated that the continued withholding of the deferred salary owing to Mr Young amounted to a technical breach of the Wages Protection Act 1983.

However, since Mr Young had consented to the deferred payments, the breach was not serious enough to warrant a penalty. Eco Pile was ordered to pay the remaining $9,633 in wage arrears and holiday pay of $771. Interest on arrears from 12 October 2021 was also ordered from Eco Pile to Mr Young which was needed to be paid within 28 days of the Authority's determination.

Mr Ashton also gave evidence that Eco Pile continued to employ other employees through to October 2021. Both he and his mother gave evidence that Mr Young felt dejected, demoralised, and anxious about how he was going to finance himself and pay his bills, including on his house. Mr Young was unable to find employment after the summary dismissal. The Authority awarded him $15,000 for hurt and humiliation.

In relation to the order of a penalty under the Employment Relations Act 2000, the Authority decided that the breach of good faith and the employment agreement had already been dealt with and remedied through the orders of compensation, wages, and interest of wages in arrears. In total, Eco Pile was ordered to pay $40,883 plus interest for wages arrears, compensation for hurt and humiliation and lost wages. Costs were reserved.

Young v Eco Pile Limited [[2022] NZERA 505; 05/10/2022; A Gane]

Unjustified dismissal claim succeeds due to a lack of process

Mr Green was employed by Rise Roofing Limited (Rise Roofing) between 10 November 2021 and 10 January 2022 as a roofer. Rise Roofing is a duly incorporated company having its registered office in Christchurch and carrying on the business of fixing metal roofs.

On 10 January 2022, Mr Green was dismissed by text message. He claimed his dismissal was unjustified. He sought reimbursement of lost wages of $1,792 and $20,000 in compensation for hurt and humiliation together with costs. The Employment Relations Authority (the Authority) recorded that the claim for compensation increased in final submissions from the amount of $20,000 in the statement of problem, to $25,000.

Rise Roofing claimed there was a 90-day trial period in the employment agreement it had with Mr Green, which it relied on in dismissing him. Further, that earlier text messages on 10 January 2022 from Mr Green were belittling and attacking. Mr Pere, the sole director of Rise Roofing, said he considered a dangerous situation was developing for him and other employees at Rise Roofing. He claimed Mr Green's conduct and the content of his message were not in accordance with the positive workplace goals of Rise Roofing.

On 3 November 2021, Mr Green was provided with a copy of his employment agreement. The same day, Mr Green raised an issue with Mr Pere about the sick leave entitlement, stating it needed to increase after six months. He said other than that, the agreement was "cool as." Mr Pere responded to Mr Green to the effect that he would have the employment agreement adjusted about the sick leave. The employment agreement was never changed and signed before the employment relationship ended.

The Authority did not find that the unsigned employment agreement contained a trial period in accordance with section 67A of the Employment Relations Act 2000 (the Act). Therefore, the trial period was not valid and Mr Green was not prevented from bringing a claim for unjustified dismissal.

Under the Act, the Authority is required to objectively consider whether Rise Roofing's actions were what a fair and reasonable employer could have done in all the circumstances at the time the action occurred.

Mr Green was concerned that he had not been paid his contracted weekly hours over the Christmas period. He acknowledged that this was not a requirement given that he had only commenced employment with Rise Roofing on 10 November 2021. He claimed Mr Pere led him to believe he would be paid in this manner over the holiday period prior to his employment commencing, and then was assured closer to the time of the Christmas holiday period. The evidence supported that both parties had different views about what had been said and agreed upon about this matter.

Mr Green then responded in a further text to say he had been told that he was going to be paid forty hours through the holidays at the "pub", before he accepted the offer of employment. He wrote that he could have kept the holiday pay from his previous job, but Mr Pere had reassured him that he would pay him the forty hours through the holidays.

After a back and forth via text, Mr Pere sent a text stating "Unfortunately, I've decided that your terminated as of Monday 10th of January. I'm sorry it had to come to this, but I see this is a deep seeded issue that would have continued issues if employment was to continue…"

Rise Roofing is a small business. There was no evidence Mr Pere had access to human resources or legal advice before the termination of Mr Green's employment, which the Authority took into consideration. However, Mr Green did not have an opportunity to respond and have his response genuinely considered before he was dismissed. The lack of any process overlapped with findings about a lack of substantive justification. Mr Green's dismissal was therefore unjustified.

Rise Roofing Limited was ordered to pay to Mr Green the sum of $1,344 gross for reimbursement of lost wages. The Authority accepted that Mr Green suffered hurt and humiliation at the sudden and unexpected nature of his dismissal. Taking Mr Green's contribution to his dismissal into account, Rise Roofing was ordered to pay Mr Green the sum of $5,100 without deduction as compensation for hurt and humiliation. Costs were reserved.

Green v Rise Roofing Limited [[2022] NZERA 534; 14/10/2022; H Doyle]

Employee wins personal grievance by employer's failure to provide evidence of fair process

Mr Bruce was employed by Three65 New Zealand Limited (Three65 NZ) and Continuous Spouting Wellington Limited (Continuous Spouting). On 26 March 2021, he was dismissed following an argument with his supervising manager. While the employment agreement was between Mr Bruce and Three65 NZ, PAYE was forwarded to the IRD under Continuous Spouting's name. Since there was identical shareholding, operation within the same premise, and the same sole director and supervising manager, the Employment Relations Authority (the Authority) determined the difference between the companies was immaterial and Mr Bruce was employed by both companies jointly and severally (the respondents).

During Mr Bruce's employment, there was tension between him and the respondents. The Authority noted three occasions which contributed to the tension. First, Mr Bruce's pay was reduced by $30 a week without any consultation with him, while there was consultation between the respondents and Mr Bruce's colleagues about the change from a salaried worker to an hourly wage.

Secondly, when the managing supervisor, referred to as 'Stu', was interviewing a potential employee and Mr Bruce returned to the depot for materials, he made a comment to Mr Bruce along the lines of "Here's an example of what not to do by coming back to the yard."

Thirdly, when Mr Bruce noticed the back tyres of the utility vehicle were bald, he texted Stu asking where to get them changed as he was concerned for his safety. Stu responded by asking, "Where's your timesheet, otherwise you won't get paid". This annoyed Mr Bruce, and he admitted to replying in profanity.

On 26 March 2021, when Mr Bruce turned up to work, Stu challenged him about the tone of the texts about the tyres. This caused the ongoing tension to explode causing Mr Bruce to mention the incident during the potential employee's interview and the issue with the tyres. The argument escalated resulting in Mr Bruce swearing at Stu while Stu made derogatory, demeaning and equally unacceptable comments to Mr Bruce. During the argument, Stu told Mr Bruce that he was fired and could not use the work vehicle to take his tools home because the vehicle was company property and Mr Bruce no longer worked there.

On 9 April 2021, Mr Bruce raised a personal grievance against the respondents for unjustified dismissal. The sole director of the respondents, Mr Johnston, stated to the Authority that the claim did not worry him as both companies were about to be closed and neither was trading or had any assets. It is worth noting that the Authority found Continuous Spouting was not sold although its business may have been.

The Authority stated that in a personal grievance for unjustified dismissal, it is for the employee to establish that they were dismissed and then the responsibility falls onto the employer to prove that the dismissal was justified.

The letter written by Stu in response to Mr Bruce's personal grievance stated: "The reason Hayden was summarily dismissed was because his actions were considered serious misconduct".

This letter proved that Mr Bruce was dismissed by the respondents. The responsibility then fell onto the respondents to justify the dismissal. Although in the letter Stu stated that Mr Bruce was dismissed for serious misconduct, there was no evidence submitted on behalf of the respondents justifying the dismissal. Thus, the respondents could not prove that the dismissal was just so the Authority concluded that the dismissal was unjust.

Accordingly, the Authority went on to account for lost wages, compensation for hurt and humiliation and costs. The Employment Relations Act 2000 requires the Authority to order payment of three months wages or the actual loss of remuneration, whichever is less. Three days after the dismissal, Mr Bruce attained new employment but earned less than he did when working for the respondents. The Authority found that Mr Bruce earned $1,028.16 less over the next three months in his new job than he would have had he remained working for the respondents. The Authority ordered the respondents to pay Mr Bruce $1,720 for lost wages, other benefits lost and 3 per cent KiwiSaver contribution.

Additionally, the Authority ordered $15,000 for hurt and humiliation noting Mr Bruce's evidence and a supporting witness showed that he suffered considerable hurt, financial harm impacting on his domestic and social relationships, feelings of abandonment when the respondents disregarded his concern for his safety and the belittling response to his claims.

Although the investigation meeting was less than an hour, the Authority made it clear that if the respondents turned up, they would have had a right to be heard. In preparation of this, Mr Bruce made a time commitment. The Authority decided that half a day was an appropriate contribution and further ordered $2,250 as a contribution toward the costs Mr Bruce incurred pursuing his personal grievance. Costs were reserved.

Bruce v Three65 New Zealand Limited [[2022] NZERA 456; 12/09/2022; M Loftus]

Procedure for undertaking medical incapacity

Mr Wilson was employed as a truck driver by B & L Contracting (2006) Limited (B & L Contracting) from May 2018 until 3 April 2020 when he was dismissed on medical incapacity grounds. He claimed his dismissal was unjustified and sought lost wages and compensation for hurt and humiliation.

Mr Wilson had an autoimmune disorder which made him susceptible to severe symptomatic sequences of COVID-19. Mr Wilson made this known to Mr Webb, the sole director of B & L Contracting, upon starting employment. B & L Contracting owned two trucks, which it contracted out to its biggest client, Reclaim Limited (Reclaim). One of the trucks was a Hiab truck, which Mr Wilson drove throughout his employment. If B & L Contracting was unable to make the Hiab available to Reclaim, it would lose the contract with them. Both B & L Contracting and Reclaim were classified as essential services throughout the COVID-19 lockdowns and continued to operate.

On 24 March 2020, Mr Wilson said he started to notice he had a sore throat and a slight fever. Mr Wilson called the despatcher at Reclaim and told her he could not attend work because he felt unwell. Mr Wilson said he then called Healthline but was told he did not meet the criteria for a COVID-19 test. On 26 March 2020, his GP advised him that he did not have symptoms of a COVID-19 infection, but recommended he not return to work because of his pre-existing medical condition. He was then issued with a medical certificate.

Mr Webb said Mr Wilson called him and told him he would only be able to work when New Zealand's COVID-19 setting returned to Alert Level 1. Mr Wilson claimed he could not recall telling Mr Wilson that. Mr Webb explained that he became concerned about the situation given that, if B & L Contracting could not operate the Hiab truck, then it might lose the contract with Reclaim. Mr Wilson could not operate the truck as he was needed elsewhere and finding casual or short-term staff was unfeasible in the circumstances.

On 31 March 2020, Mr Webb said he called Mr Wilson to explain the situation and to try and resolve it and offered Mr Wilson $4,000 to resign. Mr Wilson said he telephoned Mr Webb the following day and told him he did not want to resign at which point Mr Webb became abusive and started yelling. Mr Webb said he had written a termination letter dated 2 April 2020 to Mr Wilson due to medical incapacity, which he left in his letter box.

The Authority stated that in medical incapacity situations, an employer is not bound to hold a job open indefinitely if an employee is no longer able to undertake the duties they were employed for. Mr Webb faced a situation in which he was unable to determine when Mr Wilson would be able to resume his duties. The evidence was that B & L Contracting was not able to fill Mr Wilson's position with a short-term employee on a temporary basis due to the terms of the contract with Reclaim. B & L Contracting is a small business and was at risk of losing its main contract due to uncertainty regarding Mr Wilson's return to work. The Authority acknowledged the situation with COVID-19 was a unique one and found that dismissal was an option open to a fair and reasonable employer in the circumstances.

However, the dismissal procedure adopted by B & L Contracting was not what a fair and equitable employer could have done in the situation. The offer of $4,000 to Mr Wilson in return for a resignation was pre-emptive and contradicted the claim that there was any alternative for Mr Wilson to consider other than resignation.

Mr Wilson said he was cleared for work after 10 weeks but at the time of the determination was still without work. Had B & L Contracting adopted a more robust procedure, the Authority considered that Mr Wilson may have retained his employment for a slightly longer period. This would have enabled the parties to consider the matter further and Mr Wilson could have obtained an outlook from his GP as to a more definite prediction of a return to work. B & L Contracting was ordered to pay four weeks' lost wages.

Mr Wilson was also entitled to compensation for hurt and humiliation and ordered B & L Contracting to pay the sum of $7,000. However, as Mr Wilson failed to be communicative about his medical prognosis and providing information to assist B & L Contracting's decision-making, the amount was reduced by 15 per cent. Costs were reserved.

Wilson v B & L Contracting (2006) Limited [[2022] NZERA 418; 26/08/2022; E Robinson]

LEGISLATION

Note: Bills go through several stages before becoming an Act of Parliament: Introduction; First Reading; Referral to Select Committee; Select Committee Report, Consideration of Report; Committee Stage; Second Reading; Third Reading; and Royal Assent.

Three Bills are currently open for public submissions to select committee.

- Inquiry into the 2022 Local Elections (14 February 2023)
- International Treaty Examination of the Side Letter to the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP) to exclude Investor-State Dispute Settlement (ISDS) between New Zealand and Chile (22 February 2023)
- Therapeutic Products Bill (5 March 2023)

Overviews of bills-and advice on how to make a select committee submission-are available at: https://www.parliament.nz/en/pb/sc/make-a-submission/

The purpose of the Employer Bulletin is to provide and to promote best practice in employment relations.

If you would like to provide feedback about the Employer Bulletin,
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When employees test the waters with a personal grievance, Business Central Legal are here to help. We offer representation in all employment law matters.

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Adrienne has extensive experience with helping companies navigate Health and Safety requirements. She understands companies need to see sound return on investment for their well-being initiatives. Adrienne offers full support with compliance issues such as induction training and hazard identification and management. Additionally she can help with preparation for ACC 'Workplace Safety Management Practices'.

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Employment Relations can be a difficult area to navigate. When you need close guidance on employment matters, you can rely upon our seasoned ER Consultants to be there to help.

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Our Consultants have a wide range of experience and are prepared to help. Whether you need to update your agreements or policies, or embark on performance management, they have the experience to make a difference. There are so many areas they can help; it may be union issues and managing a difficult relationship or it could be confirming a restructuring selection matrix.

LEGAL

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