



Confidential

Layoff Recommendations



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Layoff Overview

REDUCTION IN WORKFORCE CONSIDERATIONS

Once an employer has decided to undertake an involuntary reduction in force (RIF), it must determine the basis or bases on which employees will be chosen for termination.

The safest course to avoid age discrimination claims is to utilize a strictly objective method, such as seniority. Such an approach, however, may expose an employer to claims from minorities, women or other protected groups who are often more recent hires. Other objective methods to consider are a lottery, measured quantity of production, pension eligibility or job elimination based on a thorough analysis of positions needed.

There are more subjective methods, too. With these, however, there is a need to document the decision-makers' focus on the business purposes of the RIF. For example, the employer may want to select employees for elimination based upon their relative performance, thereby keeping the most valued employees. This method is almost purely subjective, and thus is more open to challenge on legal grounds. If older plaintiffs can show that the RIF had a statistically significant impact on older workers, the employer's justification based on performance appraisals or rankings may be considered inadequate. It is thus important that the decision-making process be conducted with well-defined, written criteria that avoid, minimize, or at least channel subjectivity. The evaluation process should be thorough, well-documented, and based on focused, job-related criteria. With the use of such methods, it is more likely that any apparent discrepancy or perceived unfairness can be logically analyzed and justified.

If merit is to be the criterion, it is best if the selections for termination are supported by pre-existing performance reviews that have been prepared with objective criteria.

"Deciding to lay off someone based on a company-wide performance rating system, which has been in place for many years and which has not been shown to be discriminatory, and choosing to lay off all those who were among the lowest rated, must count as 'an articulation of a legitimate non-discriminatory reason' [and thus not discriminatory as a matter of law]." *Conkwright v. Westinghouse Elec. Corp.*, 933 F. 2d 231, 234 (4th Cir. 1991).

Know that a properly-performed RIF, even for sound business reasons where the worst performers are terminated across-the-board, still does not insulate an employer from liability in some circumstances. Even when a RIF is conducted for sound business reasons and the employer has taken precautions to insure no disparate impact on protected classes of employees, a terminated employee's discrimination claim may still reach a jury if the employee can provide direct evidence of a discriminatory motive in the form of comments or actions by a decision-maker that bear some relationship to one or more of the terminated employees. In one case, for example, a decision-maker's comments about a female employee's legs and breasts raised a factual question for the jury concerning sex discrimination in the selection of the plaintiff for inclusion in the RIF. Moreover, if an employer fails to follow its own RIF procedures, liability may result. It is therefore crucial that those who are making the decisions and who are communicating directly with the employees to be terminated are conscientious, legally knowledgeable, and properly trained.

Terminated employees may also make a claim under ERISA § 510. Employers must also guard against claims that a termination was made to prevent vesting of an employee's benefits under an employee benefit plan. ERISA § 510 (29 U.S.C. § 1140) forbids an employer from interfering with a plan participant's or beneficiary's attainment of any right to which the participant or beneficiary may become entitled. In a 1993 decision, the United States Supreme Court held that an employer does not necessarily violate the ADEA by interfering with an older employee's pension benefits where vesting rights were determined not by age but by the employee's years of service. The Court reasoned that ADEA liability rests on proof that an employer was motivated by consideration of the employee's age, and that a decision based upon years of service is analytically distinct from one based on age. The Court, however, left open the possibility of liability where an employer uses pension status as a proxy for age or where vesting is based on age rather than years of service.

Overview

Layoffs, reductions in force (RIFs), and downsizing are terms for employment terminations due to economic, rather than performance, factors. Permanent layoffs are painful for both employees and employers. The company loses trained, experienced employees and tests the loyalties and motivation of its remaining employees. Laid-off employees lose their livelihoods and sometimes their identity and self-esteem. Because of these consequences, employers should explore all alternatives before resorting to layoffs. The first part of this chapter outlines some possible ways to accomplish the same goals as a layoff without terminating employees.

When layoffs are unavoidable, the manner in which the terminations are carried out can greatly influence how both laid-off and surviving employees react. The following information gives tips for planning the layoffs, selecting employees to terminate, and carrying out the discharges in a way that minimizes the trauma to all involved.

Selecting Employees for Layoff

Options to Consider

By eliminating all positions in a job category, an employer can avoid decisions about selecting which employees to lay off. But carrying out less widespread workforce reductions can be tricky. Every employer wants to retain employees who are most productive, most versatile in their skills, and least expensive. However, culling high-quality employees through easy categorizations can have an inadvertent but legally risky disparate impact on protected classes of individuals.

To ensure fair layoff policies, employers should establish specific procedures for selecting which employees to terminate. The following sections outline different methods of selecting which employees to terminate.

Selection Based on Skills

Determine which skills the company will need after restructuring and which it will no longer need. This objective analysis of skills requirements can help narrow layoff selections to employees who lack requisite talents. Also review employees' skills to see who possesses the widest range of skills. In drastic workforce reductions, versatility becomes a valued commodity among remaining employees. In addition, courts have upheld decisions to retain younger workers with more versatile skills, even if this selection criteria means laying off older employees who were protected under the Age Discrimination in Employment Act.

EXAMPLE: In 1983, a Westinghouse plant reduced its salaried employees by 10 percent. Department managers selected which employees to terminate and one manager used versatility as a criteria. This led to termination of a long-service employee who, despite good performance ratings, had one skill area while other employees could perform many duties. An appeals court upheld the employer's decision, although the minority opinion did express concern that "versatile" might be a code word for "young."

Of course, if an employer has used biased criteria in selecting employees to receive training, then the company cannot use lack of skill as a nondiscriminatory criterion for laying off employees.

EXAMPLE: Because of scheduling problems, an employer routinely selected younger employees for training on newer electronic machinery. When it later terminated older employees for lack of skill using the machines, a federal trial court found that the employer had engaged in age discrimination.

Selection Based on Type of Employment

If an employer has different classes of workers, it will usually lay off contingent and part-time workers first, providing some insulation and security for core employees. For example, an employer may institute a moratorium on using independent contractors and freelancers, then dismiss any temporary employees, then lay off part-time employees, before finally laying off regular employees.

Selection Based on Seniority

Layoffs based on seniority follow the adage "last hired, first fired." Besides rewarding long-service workers for their loyalty, selection based on seniority generally protects an employer from claims of age discrimination. However, this strategy can have a disproportionate impact on women and minorities, particularly if the company only recently adopted aggressive affirmative action policies. Selection based on seniority may even leave the company with a disproportionate number of older employees, which can create turnover problems later on when these workers near retirement.

Determining seniority. Different employers use different formulas to determine seniority. Seniority may reflect length of time in a position, time in a particular work unit department, or

time in the company's employ. The method of determining seniority also should define whether periods of leave will count toward seniority. Whatever the employer decides to do about other types of leave, time away from the job because of military service obligations must be counted as time on the job.

Seniority and collective bargaining agreements. Employers conducting layoffs of union employees must consult and follow any applicable collective bargaining agreement. Most collective bargaining agreements include a provision that layoffs, whether temporary or permanent, be on the basis of seniority. In addition, union contracts typically allow workers slated for layoff who have skills for other positions in the company to "bump" less senior employees in other units, who may themselves be able to "bump" other employees, and so on.

Selection Based on Merit

Given complete choice of which employees to lay off, most employers prefer using merit as a selection criteria. In fact, some managers view layoffs as a means of dismissing marginal employees. But before using merit as a basis to layoffs, supervisors should make sure they have objective documentation of qualitative differences among employees. This requirement can pose problems, given the tendency of many managers to rate all or most employees "above average." An employee whose productivity has consistently been rated "superior" will be understandably suspicious when he or she is selected for layoff with an explanation that the other employees in the unit were more productive.

Selection Based on Project or Client Assignments

Some companies evaluate the importance of project assignments or client relationships when deciding which employees to lay off. Employees who have cultivated relationships with important clients or are working on a valuable project usually will be spared.

EXAMPLE: When TRW had to eliminate one of four sales positions in its Detroit office because downturns in the automobile industry, it chose to lay off a sales representative with relatively high seniority since junior sales representative had more profitable accounts. The laid-off employee sued, claiming that because TRW had an implied employment contract with him that set forth a just cause standard for terminations, TRW was obliged to lay off employees on the basis of seniority. The Sixth Circuit rejected the suit, ruling that the just cause standard was inapplicable in the case of discharges or layoffs due to adverse economic conditions.

Selection Based on Affirmative Action Considerations

Analyzing the impact on minorities and other protected groups – To avoid discrimination claims, some lawyers recommend performing a statistical analysis to gauge effect of proposed layoffs on protected groups. If the criteria used for layoff will have a disparate impact on protected groups, the employer should consider whether different criteria with less adverse impact on protected groups will achieve the same business goals. If no other method works, an employer can proceed

with its original layoff plans, but it should carefully document the business goals served by using the selection method.

Despite the risks associated with layoffs that disproportionately impact protected groups, layoff policies giving special protections to minorities or women can lead to charges of reverse discrimination. Unless a company has a court-ordered affirmative action plan, employers should use race- and sex-neutral criteria to select employees for layoff.

EXAMPLE: In the course of a layoff, a school district retained its only black administrator after he protested the district's "obvious pattern of the exclusion of blacks from every administration-level position." Even though the executive director of staff relations and the director of HR/affirmative action investigated and found no evidence of discrimination, a hearing officer concluded that the administrator deserved special consideration. The school accordingly rescinded its cancellation of the administrator's contract, but a white woman sued, alleging reverse discrimination. A federal trial court ruled that the district's seniority system merited retaining the woman and awarded back pay and reinstatement.

Selection Based on Multiple Criteria

Perhaps the best method of selecting employees for layoff is to use multiple criteria, such as job tenure, versatility, and performance ratings.

- length of service;
- absenteeism;
- quality and quantity of work;
- education and experience;
- ability, job skills, versatility, and know-how;
- attitude; and
- promotability;

Carrying out a Layoff

Steps to Follow

Once the company has concluded that layoffs are necessary and has selected which employees to terminate, the next step is to communicate and carry out the actual layoffs. This process generally has several distinct phases: giving notice, conducting termination interviews and outplacement, handling recalls, and motivating retained employees. Each of these steps is discussed in the following sections.

Giving Advance Notice

Under the federal WARN act, employers must give 60 days notice of mass layoffs (see the next chapter for details). Even when not required by federal or state law, organizations should give employees as much notice as possible, unless business or economic concerns compel the

employer to keep plans secret. Notice allows employees to make personal and financial arrangements, to find out about other jobs within the company to which they may be able to transfer, and to decide whether to look elsewhere for employment.

Framing notices. Notice of a layoff should communicate the economic impetus, as well as steps the company took to anticipate and prevent laying off employees. Some employers also send a letter to each employee's home explaining the reasons why a layoff may or will be necessary. This strategy helps employees' families understand the reasons for the layoff; it also alerts spouses of the news when employees are experiencing denial or shock.

Stating layoff policies. Notice to employees should include details of the company's layoff and recall policies.

Termination and Outplacement

The immediate supervisor of affected employees and a management representative should meet with each individual to be laid off. The termination interview should cover such information as:

- how and why the job was eliminated;
- when the layoff will be effective;
- criteria used to select individuals to lay off;
- ways in which the employee ranked below others on the layoff selection criteria;
- available benefits, including unemployment insurance benefits, continuation of medical benefits, any severance pay, retraining, internal placement assistance, or outplacement assistance; and
- whether the employee will receive preference in rehiring.

Avoiding false promises. Upper management or individual supervisors sometimes try to reassure employees by making promises based on optimistic assumptions or incomplete planning. Everyone involved in communicating the layoff must avoid making any promises, orally or in writing, that could create a legally binding obligation.

EXAMPLE: Because of operating losses, Moore Business Forms, Inc., decided to reduce the workforce at its Dover factory. The company's layoff notice indicated that laid-off employees would receive group medical benefits and salary payments for up to three months after layoff. When Moore laid off an employee without allowing him to receive the promised benefits, the employee sued. The Supreme Court of New Hampshire ruled that the employer could be held to its promise (*Panto v. Moore Business Forms*, NH, 1988, 547 A2d 260).

Offering outplacement. Outplacement, traditionally offered only to laid-off executives and other white-collar professionals, is a benefit most employers now offer lower-level employees as part of their severance package. Outplacement services help laid-off employees find new jobs and makes the employer seem more fair and compassionate. As a result, outplacement assistance can minimize bad feelings toward the employer and reduce the odds of laid-off employees suing.

Termination Letters

Many employers prefer to give a termination letter to an employee immediately after advising the employee of the termination. Using a letter in this manner accomplishes several important objectives. Most importantly, it shows the employee that management has made a final decision, thus reducing the likelihood that the employee will attempt to force an unproductive discussion or argument over why he or she should not be discharged. It also gives the employee something concrete to focus on during an emotional time. Furthermore, assuming there is some type of severance benefit, a termination letter can reassure the employee that she or he will be provided with some assistance while securing alternative employment.

The letter also clears up any confusion over such items as the effective date of the termination and certain details pertaining to severance benefits. Given the emotional impact of many termination interviews, without a letter, an employee could easily be left with no clear sense of when she or he is expected to leave or what the severance package contains. Confusion over the terms of a termination can create even more ill will from the employee, and can cause the human resources department to spend an inordinate amount of time later attempting to explain to the employee what should have been made clear during the termination interview.

Contents of a termination letter. Termination letters should be strictly limited to providing the effective date of termination and the benefits the employee will be receiving. Content must be dictated by the fact that in the event of subsequent charges or litigation involving the termination, the letter, along with termination letters of similarly situated employees, may be used as evidence by either the employee or the employer. With this in mind, a termination letter should always be drafted in a professional and courteous tone. The letter should also be able to stand on its own, so that in the event of litigation, a judge can understand its terms and not be referred to such matters as "the arrangements we discussed last week" unless they are set forth in the letter.

NOTE: Limiting the information in the letter and using the same tone in all letters will help document the employer's uniform treatment of employees in the event of litigation. Letters with contrasting tones could be used as evidence of discriminatory treatment. Similarly, a termination letter also should contain no reference to the reason for the discharge. If it is necessary to state why an employee is being discharged, a separate document should be prepared.

HEALTH INSURANCE: Employers are obligated under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) to provide specific information to a terminated employee regarding his or her rights to health insurance continuation. Also, the Health Insurance Portability and Accountability Act requires the employer to provide the employee and any other qualified beneficiaries who will lose insurance coverage as a result of the termination with the certificate of prior coverage required under HIPAA.

Handling Recalls

Not all layoffs are permanent. When conditions improve, companies may recall laid-off employees. The order of recall usually reverses the order of layoff; that is, the last person laid off is the first person recalled. Union contracts usually grant recall rights to laid-off employees; employees also may have recall rights based on a written or oral promise made by a nonunion employer. If a company does use recalls, its policy should cover the following points:

Employees' right to recall. Once the employer gives employees a right to recall, it can refuse to recall a worker only for the same reasons it would have terminated the employee. Employers cannot require recalled employees to meet the standards for new employees.

Seniority vs. company need. Although the last-laid off, first-recalled rule may sound fair, this policy is not always practical. The company may need certain employees back on the job before others, regardless of seniority or prior performance levels. Employers should insist that any recall agreement or policy give them flexibility to consider employees' skills and business needs ahead of seniority in deciding who to recall.

Sample Selection System

LAYOFF POINT SYSTEM

Selection Based on Multiple Criteria

Perhaps the best method of selecting employees for layoff is to use multiple criteria, such as job tenure, versatility, and performance ratings.

Examples:

- length of service;
- absenteeism;
- quality and quantity of work;
- education and experience;
- ability, job skills, versatility, and know-how;
- attitude; and
- promotability;

How to decide who to layoff. Even if some groups protected by discrimination laws are disadvantaged more than other workers in a layoff, employers can defend against claims of discrimination by following a fair procedure for deciding who to lay off.

The plan for assessing employees allocated 100 points to seven criteria:

Examples:

- technical job skills — 20 points;
- performance — 10 points;
- length of service — 10 points;
- leading change skills — 15 points;
- interpersonal skills — 15 points;
- self-management ability — 10 points; and
- versatility — 20 points.

The process should include a number of features that employers should always include in layoff plans:

- careful advance planning, including a review of procedures used before and an analysis of the continuing applicability of those procedures;
- an assessment of employees on the basis of criteria that took into account a variety of characteristics important to the company, not just the employee's existing job;
- the use of people with first-hand knowledge of each employee to make assessments of employees;

- training of assessors, in this case through a written manual explaining the assessment process;
- a review of the process after it occurred to assure that it had worked the way the planners intended; and
- a review of the decisions by an independent management group with no “ax to grind.”

LAYOFF OR OUTPLACEMENT PROFILE

Part I – Employee Profile

Employee's name _____ Department _____

Job title _____

Original (and any subsequent) hire date(s) _____

Monthly salary \$ _____ Last three performance ratings _____

(last rating first)

Name of immediate supervisor _____

A. Basis for Selection

Under the layoff policy, there are three reasons why an employee might initially be selected for reassignment or outplacement:

1. The employee's position has been or will be eliminated.
2. The duties or requirements of the employee's position have been changed to the extent he or she no longer has the requisite qualifications or level of competence.
3. The employee's retention value is comparatively lower than that of others within the relevant group who will be retained.

One or more of the following five criteria must form the basis for the selection of employees for reassignment or outplacement:

- Job experience and skills
- Performance history
- Length of service
- History of disciplinary actions
- Operational needs

Please explain why this person was selected by:

- a. circling one or more of the three identified as 1 through 3 above, and
- b. describing, in detail, the basis for selection with specific reference to any of the five criteria that are applicable.

B. Others Consulted

Please identify by name, job title, and cost center number any person with whom you consulted and who provided input in completing the basis for selection.

Preparer's name _____ Title _____

Signature _____ Date _____

Part II – Reviews and Approvals

A. Human Resources Director

I have reviewed Part I – Employee Profile. I concur with this employee's selection for the reasons stated.

Name _____ Title _____

Signature _____ Date _____

B. Employee's Division Head

Has reassignment within the scope of your supervision been considered?

If approved for reassignment, identify the position and effective date. _____

If considered but not reassigned, state reasons. _____

If not considered, state why. _____

Who should discuss employment changes with employee? _____

I have reviewed Part I – Employee Profile. I concur with this employee's selection for the reasons stated, and have considered reassignment as indicated above.

Name _____ Title _____

Signature _____ Date _____

C. Equal Employment Opportunity Assurance Committee

We certify that we have reviewed the process by which this employee selection was made to assure full compliance with the company policies and procedures as well as applicable federal, state, and local laws.

Chairperson _____ Title _____

Signature _____ Date _____

D. Job Placement Committee

If the employee was not reassigned within the division, has reassignment within the corporation been considered?

If approved for reassignment, identify the position(s) and effective date(s). _____

If considered but not reassigned, state reasons. _____

If not considered, state why. _____

The committee has reviewed Part I – Employee Profile. The committee concurs with this employee's selection for the reasons stated and has considered reassignment as indicated above. The committee will continue to consider this employee for reassignment during the employee recall period.

Name of Committee Chairperson _____

Signature _____ Date _____

Part III – Placement Information

Employee's Name _____

A. Education (start with most recent and work back)

B. Company employment history (start with most recent position and work back)

Dates	Position Held	Division and Location
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. Prior employment history (start with most recent and work back)

Dates	Position Held	Company and City
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

D. If the employee is on a leave of absence, state nature of absence and anticipated date of return.

E. If the employee is on a disciplinary cycle, indicate phase, approximate length, and particulars.

Prepared by _____ Title _____
(print or type)

Signature _____ Date _____

F. Post-notice Placement Review

Reviewed by	Title	Date
_____	_____	_____

Part IV – Compensation Benefits Summary

A. Background

Social Security No. _____ Date of Birth _____
Original Date of Hire _____ Length of Service _____
(years/months)

Job Title _____

Anticipated Notice Date _____ Date Present Duties End _____

Date Wage Continuation Ends _____ Date Employee Recall Ends _____

Monthly Salary \$ _____ Scheduled Hours Per Week _____

B. Pension Profit-Sharing

Pension: Vested? (circle one)

Yes No

Eligible for early retirement? (circle one)

Yes (If yes, spouse's date of birth _____)

Profit-sharing Plan Participant? (circle one)

Yes No

No

Percentage Vested _____

Account Value \$ _____

As of _____

C. Additional Compensation

(Note: Calculate up to and including date employee's present duties will end.)

Vacation accrued but not taken,
including authorized carryover
from prior year

_____ hours

Overtime, unreported

_____ hours

Overtime, reported but not yet paid

_____ hours

Compensatory time not taken

_____ hours

Floating holiday not taken

_____ hours

Total additional hours to be paid

_____ hours

D. Wage Continuation

Recommended number of weeks' wage continuation of employee's current salary: _____ weeks.

Cash advance:

Amount: \$ _____

Date advance taken: _____

Check sent to comptroller: _____

(Important: If employee uses cash advances, verify with comptroller that none are outstanding.)

E. Items to be Returned

MasterCharge Card:

Account #: _____

No. of cards issued: _____

Initial: _____

Visa Card:

Account #: _____

No. of cards issued: _____

Initial: _____

Credit cards

Initial

Keys

Initial

☐ Telephone credit card

☐ Door

☐ Oil company credit card

☐ Cash drawer

☐ Air travel credit card

☐ Cash vault

☐ Auto rental credit card

Confidential Materials

Combinations

☐ Personnel manual

☐ Vault

Building access

Automobile

☐ Identification badge

☐ License no.

☐ Keys

Miscellaneous

Other

☐ Membership to be cancelled

☐ _____

☐ _____

Prepared by _____
(print or type)

Title _____

Signature _____

Date _____

Part V – Informing Supervisor and Counselor Reviews

Employee's name: _____

A. Informing Supervisor

Date employee was notified: _____

Date employee's present duties will end: _____

Briefly describe your meeting with the employee, noting in particular the employee's reactions and concerns.

Name of informing supervisor: _____

Title: _____

Signature: _____ Date: _____

B. Human Resources Counselor

What geographical limitations, if any, has the employee indicated regarding reassignment?

If a specific reassignment possibility was discussed with the employee during the notification meeting, please identify that possible reassignment and the outcome.

Title: _____

Signature: _____ Date: _____

Sample Severance and Release Forms

SAMPLE MANAGERIAL SEVERANCE PAY PLAN

Article 1: Purpose

The purpose of this plan is to provide guidelines for severance payments to certain eligible employees when they involuntarily terminate employment from “Company”. This plan covers only managers in grades 15 through 34 at the time of their termination; no other persons are eligible for severance pay under this plan. The plan administrator has authority to award severance pay benefits only in situations addressed under this plan; if the plan makes no specific provision for awarding severance pay in a particular situation, then no severance benefits will be awarded.

This plan does not establish a legal obligation for “Company” to pay any severance benefits, and the company reserves the prerogative to discontinue offering severance pay or to pay a lesser amount of severance pay than set forth in these guidelines.

Article 2: Definitions

For purposes of this plan, the following terms shall have the meanings set forth.

2.1 Eligible employee. Any employee of “Company” who meets all of the following requirements:

- a. The person is compensated on a salaried basis or belongs to a group of employees compensated on an hourly or piecework basis who are included in the plan by action of the plan administrator.
- b. The person holds a position no lower than grade 15 and no higher than grade 34 on “Company”’s compensation system.
- c. The person’s wages, hours of work, and conditions of employment are not subject to collective bargaining with a labor organization.
- d. The person is employed in a division, subdivision, plant, location, or other identifiable group of employees to which the employer has extended the plan. These groups are indicated on Attachment A to this plan. Persons employed in a division, subdivision, plant, location, or other identifiable group acquired after issuance of this plan are eligible for coverage only if the president of “Company” issues such a determination in writing, *and* this plan is amended to reflect that decision.
- e. The person is customarily employed for at least 28 hours per week throughout the year, except for vacations, holidays, and similar absences.
- f. The person is not covered under a written employment contract on the date of termination of employment.
- g. The person is on active duty as of the time of termination or has been on active duty within the six-month period immediately preceding the termination. To be considered

to have been on active duty the person must have actually performed work for the employer for which the person received W-2 earnings.

2.2 Employer. “Company” and its divisions, subdivisions, plants, locations, or other groups of identifiable employees as Attachment A.

2.3 Plan. The “Company” severance pay plan, as amended from time to time.

2.4 Plan administrator. The director of benefits of “Company” or the designee of such person.

2.5 Appeals board. The appeals board consists of the president of “Company”, or the designee of such person; the vice president of human resources for “Company”, or the designee of such person; and the vice president of compliance for “Company”, or the designee of such person.

2.6 Plan year. The calendar year.

2.7 Service. All service that would qualify as “service” by an eligible employee under “Company”’s pension plan, including the plan’s break-in-service provisions.

2.8 Weekly pay. An amount equal to 1/52nd of an employee’s annual basic salary at the time of termination, including straight-time earnings and excluding overtime, bonuses, special premiums, and allowances.

2.9 Effective date. The provisions of this severance plan are effective as of _____ (Date).

Article 3: Severance Pay Benefit

3.1 Qualification. An employee permanently terminated by “Company” due to permanent layoff, reduction in force, facility closing, reorganization, consolidation, economic reasons, or inability to perform assigned job duties because of insufficient training time or opportunities.

3.2 Disqualifying events. An employee who might otherwise qualify for a severance benefit under this plan shall be disqualified for such benefit by any one of the following events and circumstances:

- a. The employee fails to continue satisfactorily performing assigned job duties until the date set by “Company” for the employee’s termination.
- b. The employee works for a division, subdivision, plant, location, or other identifiable entity that is sold or otherwise transferred to an owner other than “Company”, regardless of whether the new owner offers continued or comparable employment to the employee.
- c. The employee refuses to sign or abide by the agreement shown in Attachment B to this plan which restricts former employees from recruiting “Company” employees,

from competing against “Company”, and from revealing “Company”'s trade secrets and confidential information.

- d. The employee is terminated for reasonable cause, including but not limited to insubordination, dishonesty, theft, willful misconduct, harassment, or being under the influence of illicit drugs or alcohol at work or on the employer's premises.
- e. The employee is terminated by retirement, resignation, death, permanent or temporary disability, or discharge for cause.
- f. The employee refuses to accept transfer to an assigned job or location.
- g. The plan administrator determines that commencing or continuing severance payments would be inappropriate because of the facts and circumstances of the employee's termination or because of the employee's conduct subsequent to termination.

3.3 Guidelines for the severance benefit. Severance benefits generally will equal twice the employee's weekly pay multiplied by the employee's years of service. The years of service is the number of whole years the employee has worked from the date of hire to the date of termination. Part years do not count toward years of service. The following table illustrates the severance pay guidelines.

Years of Service	Weeks of Severance Pay
Less than 1	0
At least 1, but less than 2	2
At least 2, but less than 3	4
At least 3, but less than 4	6
At least 4, but less than 5	8
At least 5, but less than 6	10
At least 6, but less than 7	12
At least 7, but less than 8	14
At least 8, but less than 9	16
At least 9, but less than 10	18
At least 10, but less than 11	20
At least 11, but less than 12	22
At least 12, but less than 13	24
At least 13, but less than 14	26
At least 14, but less than 15	28
At least 15, but less than 16	30

3.4 Time and form of payment. Severance benefits generally will be paid weekly after the employee's employment has terminated until the allocated benefits are exhausted.

3.5 Death. If a former employee dies while receiving severance benefits, the balance of the benefits generally will be paid to the employee's estate, but the employer reserves the right to terminate benefit payments at such time.

3.6 Reemployment by an employer other than "Company". If a former "Company" employee gains reemployment with a different employer during the period in which severance benefits are being paid, the employee must notify "Company" of this fact. The former employee will generally not receive severance pay from the date on which reemployment begins. However, to encourage former employees to disclose their reemployment, "Company" will pay any such former employee (in a lump-sum, less statutory withholding) an amount equal to one-half of the remaining severance benefits that the former employee would have received if "Company" had not terminated payments due to the former employee's reemployment. For example, if an employee has a 16-week severance pay period but begins other employment at the end of the fourth week of unemployment, the employee would be entitled to six week's pay, less statutory withholding.

3.7 Reemployment at "Company". If an employee becomes reemployed by "Company" after receiving severance pay benefits pursuant to this plan or a successor to this plan, the employee thereafter generally will not receive credit under any severance pay plan of the employer or its successor for the service years for which severance benefits had previously been paid.

3.8 Integration with other benefits or notice requirements. The severance benefits provided under this plan are the maximum benefits that "Company" will pay for severance. These benefits will be reduced by any amounts that "Company" is required to pay the employee under a federal, state, or local law relating to involuntary terminations or plant closings.

The federal plant closing law (Worker Adjustment and Retraining Notification Act) requires that certain employees receive notice that they will be terminated. If an employee covered by this plan is also entitled to a notice because of the federal law, then the period for which severance pay is payable under this plan shall be reduced by one week's pay for each two full weeks of notice that is required. For example, if 11 weeks notice is required, then the severance pay entitlement under this policy will be reduced by five weeks.

Nothing in this section or any other section of this plan shall be used to reduce benefits under this plan because of payments under state unemployment insurance laws.

3.9 Withholding. "Company" will have the right to take such action as it deems necessary or appropriate to satisfy any requirement under federal, state, or other law to withhold or to make deductions from any benefit payable under this plan.

Article 4: Administration

4.1 The plan administrator. The plan administrator will administer this plan, furnish all notices, and perform all filings, as required by law. The plan administrator also will have the power to implement, operate, and interpret this plan and to take such other action as the plan administrator deems equitable and consistent with the purpose of this plan in particular circumstances.

4.2 Notification to employees. The plan administrator will notify employees when and if they become eligible for severance benefits under this plan.

4.3 Claims by employees. Any employee covered by this plan who believes he or she is entitled to benefits under this plan but who has not been advised of such benefit or who believes that the calculation of the benefit is in error should file a claim with the plan administrator. The claim should be filed within 10 days of the date on which the employee had learned of the scheduled termination or of the amount of the benefit to be paid or not paid under this plan.

The employee should submit a signed and dated claim in writing that briefly explains the basis for the claim. The claim must be sent by certified mail or presented in person to the plan administrator. If the claim is presented in person to the plan administrator, then the plan administrator must give the employee a written acknowledgment of receipt.

Within 10 days of receiving the claim, the plan administrator will respond in writing to the employee.

4.4 Appeals. Any employee not satisfied by the disposition of the claim by the plan administrator shall have the right to appeal to the plan's appeals board.

The appeal must be in writing and include copies of the claim submitted to the plan administrator and the plan administrator's decision. The appeal should briefly explain why the employee believes the plan administrator's decision was in error.

The appeal can be filed, by certified mail or in person, with any member of the appeals board. If it is filed in person, the receiving member of the appeals board must give the employee a written acknowledgment of receipt.

The appeal board must send its decision on the appeal, in writing, to the employee, within 30 days of the date on which the notice of appeal was filed.

Article 5: Amendment and Termination

"Company" reserves the right to amend this plan from time to time and to terminate this plan at any time by action of its board of directors. The benefits provided under this plan are not vested benefits. On or after the termination date of the plan, no obligations for payment under the plan will exist, provided that former employees already receiving severance payments under this plan will continue to receive benefits for the benefit pay period designated under this plan.

Article 6: Miscellaneous

6.1 Right to terminate employment. A former employee's failure to qualify for severance benefits under this plan will not rescind or otherwise affect the employee's termination of employment from "Company", and such failure to qualify for severance benefits will not establish any right (a) to a continuation or reinstatement of employment with "Company" or (b) to receive any payment from "Company" in lieu of severance benefits.

6.2 Source of benefits. All severance benefits paid to a terminated employee under this plan will be paid from the general assets of "Company", and the status of an employee's claim to any severance benefits will be the same as the status of a claim against "Company" by any general and unsecured creditor. No person can look to, or have any claim against, any "Company" officer, director, employee, or agent as an individual for payment of any benefits under this plan.

6.3 Benefits not to be construed as pension benefits. If the severance benefits provided under this plan, together with other termination benefits (other than benefits provided for in a qualified benefit plan), equal or exceed the equivalent of two year's pay to an employee, the plan administrator has the authority to reduce payments payable under this plan.

6.4 No assignment; binding effect. No employee will have the right to alienate, assign, commute, or otherwise encumber benefits under this plan for any purpose, and any attempt to do so will be disregarded completely as null and void. The provisions of this plan will be binding on each employee (and on each person who claims a benefit under any such employee) and on the employer.

6.5 ERISA. The employer intends for this plan to constitute a "welfare plan" under the Employee Retirement Income Security Act of 1974, as amended, and any ambiguities in this plan will be construed to effect that intent.

6.6 Construction. This plan will be construed in accordance with the law of the State of _____ to the extent not preempted by federal law. Headings and subheadings have been added for convenience of reference and will have no substantive effect whatsoever. All references to sections will be to sections in this plan.

6.7 Usage. Whenever applicable, the masculine gender, when used in this plan, will include the feminine or neuter gender, and the singular will include the plural.

SEVERANCE AGREEMENT AND RELEASE

Date

Mr. John Doe

Dear Mr. Doe:

This letter, which will be referred to as an "Agreement and Release", confirms your voluntary resignation as "POSITION" of "COMPANY" effective "DATE".

Our understanding and agreement with respect to your resignation is as follows:

1. Your total and final compensation from "COMPANY" shall be provided to you as follows:
 - A. You will receive your regular weekly pay check for the pay period ending _____, which will be mailed to you on _____.
 - B. You will receive a lump sum payment of _____ month's salary which is _____ (less standard deductions) in the form of a "COMPANY" check to be sent to you on _____. This check will be considered your severance pay.
 - C. "COMPANY" agrees to provide you with a letter of reference, a copy of which is attached hereto. Should "COMPANY" receive a telephone call from a prospective employer seeking a reference, that call will be answered only by "NAME", and he will provide only the information contained in the reference letter.
- (OPTIONAL)**

D. You will continue to be covered under "COMPANY'S" group medical, life insurance, and disability insurance programs through _____.
- E. Other than as set forth herein, you will not receive any other compensation or benefits of any kind from "COMPANY" and you expressly acknowledge and agree that you are not entitled to any such payments or benefits.
2. You agree and understand that the compensation and benefits provided for you in this Agreement are being provided to you in consideration for the covenants undertaken and the releases contained in this Agreement.
3. You agree to accept the compensation and benefits provided herein in full resolution and satisfaction of any claims arising out of or relating to your employment, compensation and benefits with "COMPANY". You agree to hereby irrevocably and unconditionally release and forever discharge "COMPANY", its officers, directors, and employees, from any and all liabilities, actions, causes of actions, contract agreements, promises, claims and demands of any kind whatsoever, in law or equity, whether known or unknown, and including any and all claims arising out of or relating to your employment, compensation and benefits with "COMPANY".
4. It is expressly understood and agreed that this Agreement and Release shall act as a complete bar to any claim, demand or action of any kind whatsoever brought by you against "COMPANY", its officers, directors, and employees including, without limitation, any claim, demand or action under, or relating to your employment, compensation and benefits with "COMPANY" and/or determination thereof, except for claims for breach of this Agreement and Release.

5. This Agreement and Release may not be changed orally, and no modification, amendment or waiver of any of the provisions contained in this Agreement and Release nor any future representation, promise, or condition in connection with the subject matter of this Agreement and Release, shall be binding upon any party hereto unless made in writing and signed by such party.
6. This Agreement and Release shall be subject to, covered by and interpreted in accordance with the laws of the state of _____.
7. This Agreement and Release and the terms hereof shall be kept confidential.
8. The undersigned acknowledges and asserts that he has entered into this Agreement and Release knowingly and voluntarily, and that he is hereby advised in writing by "COMPANY" to consult with an attorney prior to executing this Agreement and Release. The undersigned further acknowledges and asserts that he has been advised that he may take up to twenty-one (21) days within which to consider this Agreement and Release, that he understands he may return any consideration paid to him pursuant to this Agreement and Release and revoke this Agreement and Release for a period of seven (7) days following the date of its execution, and that this Agreement and Release shall not become effective or enforceable until the revocation period has expired.
9. The undersigned also acknowledges that he was presented with a Statement of Rights under ADEA prior to accepting this Agreement and Release.
10. This Agreement and Release contains the entire agreement between the parties with respect to the subject matter hereof and supersedes and terminates any and all previous agreements of any kind whatsoever between the parties, whether written or oral, relating to your employment, compensation of benefits with "COMPANY".
11. If this Agreement and Release is acceptable to you, please indicate your agreement by signing and dating the enclosed copy of this Agreement and Release in the space provided below.

"COMPANY"

By _____
"NAME"

Date

Accepted and Agreed:

Mr. John Doe

Date

Witness -- "NAME"

STATEMENT OF RIGHTS UNDER ADEA

NOTE: THIS STATEMENT IS BEING FURNISHED TO YOU IN CONJUNCTION WITH AN OFFER TO PROVIDE YOU WITH EXTRA BENEFITS, TO WHICH YOU ARE OTHERWISE NOT ENTITLED, IN EXCHANGE FOR YOUR AGREEMENT TO RELEASE OR WAIVE CLAIMS UNDER THE FEDERAL AGE DISCRIMINATION IN EMPLOYMENT ACT AND CERTAIN OTHER LAWS. PLEASE READ THIS STATEMENT CAREFULLY AND ACKNOWLEDGE BELOW.

The federal Age Discrimination in Employment Act ("ADEA") (29 U.S.C. § 621 et seq.) prohibits an employer from discriminating against any employee age 40 or over because of that individual's age. The Act prohibits discrimination in all terms and conditions of employment, including hiring, promotions, transfers, demotions, salary or terminations.

The ADEA also provides employees/former employees with certain rights in connection with any release or waiver of claims under the ADEA. Specifically, in order for such a release or waiver to be valid, the following must occur:

1. The release and waiver must be part of an agreement between the individual and the employer that is written in a manner that can be understood by the individual or by an average individual eligible or participate. (29 U.S.C. § 626(f)(1)(A))
2. The waiver must specifically refer to rights or claims arising under the ADEA. (29 U.S.C. § 626(f)(1)(B))
3. The individual is not required to waive rights or claims that arise after the date the waiver is executed. (29 U.S.C. § 626(f)(1)(C))
4. The individual may waive rights or claims only in exchange for consideration in addition to anything of value to which he is already entitled. (29 U.S.C. § 626(f)(1)(D))
5. The individual is advised in writing to consult with an attorney prior to executing the agreement. (29 U.S.C. § 626(f)(1)(E))
6. THE INDIVIDUAL MUST BE GIVEN A PERIOD OF AT LEAST TWENTY-ONE (21) DAYS IN WHICH TO CONSIDER THE AGREEMENT. (29 U.S.C. § 626(f)(1)(D))
7. THE AGREEMENT MUST PROVIDE FOR A PERIOD OF AT LEAST SEVEN (7) DAYS AFTER THE AGREEMENT'S EXECUTION IN WHICH THE INDIVIDUAL MAY REVOKE THE AGREEMENT. Furthermore, the agreement must not become effective or enforceable until this revocation period has passed. (29 U.S.C. § 626(f)(1)(G))

This statement has been provided to you in conjunction with a request or offer to enter into an agreement which provides, among other things, that you release or waive your right to make claims under the ADEA.

In conformance with the requirements set forth above, the organization hereby:

- a. ADVISES YOU TO CONSULT AN ATTORNEY BEFORE YOU SIGN THE AGREEMENT.
- b. OFFERS YOU TWENTY-ONE (21) DAYS from your receipt of the proposed agreement and this Statement to consider and sign the agreement. The agreement should be returned to us with your signature by _____, 2017, in order to be accepted.
- c. Allows you SEVEN (7) DAYS after the date you return the agreement with your signature to revoke the agreement. If we receive no revocation within that period, the agreement will become effective and enforceable.

IF YOU DO NOT UNDERSTAND ANYTHING IN OR ABOUT THIS STATEMENT OF RIGHTS, THE PROPOSED AGREEMENT, OR THE RELEASE OR WAIVER OF RIGHTS CONTAINED IN THE PROPOSED AGREEMENT, PLEASE LET US KNOW SO THAT WE CAN PROVIDE CLARIFICATION. WE WILL ASSUME, AND ASK ANY COURT OR TRIER OF FACT TO ASSUME, THAT YOU HAVE UNDERSTOOD EVERYTHING ON WHICH CLARIFICATION HAS NOT BEEN SOUGHT.

In order to document compliance with the various legal requirements described above, we will need you to sign and date the acknowledgement of receipt of this Statement and the proposed agreement in which the release/waiver of claims under the ADEA appears. You will be provided with a copy of this Statement and your acknowledgement of receipt for your records.

XYZ ORGANIZATION

Signed: _____

Date: _____, 2017

ACKNOWLEDGMENT OF RECEIPT

I HEREBY ACKNOWLEDGE THAT ON THE DATE INDICATED BELOW, I RECEIVED A COPY OF THE PROPOSED AGREEMENT THAT INCLUDES A WAIVER/RELEASE OF CLAIMS UNDER THE ADEA, AND OF THIS STATEMENT OF RIGHTS UNDER ADEA.

Signed: _____

Date: _____, 2017

Job Search Workshop



Job Search Workshop

Outline

I. Orientation

- Introduction to Workshop
- Stages of Change
- Personal Issues and Your Campaign
- Acknowledging Your Feelings
- Maintaining a Constructive Attitude – The Six Commandments
- Outplacement Program Services
- The Interactive Model
- Evaluation
- Preparation
- Implementation
- Personal and Career History
- Profile of Accomplishments
- Work Experience

II. Evaluation Phase

- Identifying Your Career Goals
- Career Orientations Inventory
- Self-Scoring of Career Orientations
- Your Career Anchor
- The Personal Profile
- Understanding Your Profile
- The Personal Profile System
- PPS – What Job Fits Them
- PPS – Where They Work Best
- Skills Analysis
- Examining Your Value
- Objective Setting Chart
- Setting Your Career Objective
- Career Objective Validation
- Final Career Objective
- Career Objective Rate Chart

III. Preparation Phase

- Resume Guidelines
- Writing Your Resume
- Resumes

III. Preparation Phase (cont'd)

- Resume “Do’s”
- Resume “Don’ts”
- Chronological Resume
- Advantages of the Chronological Resume
- Disadvantages of the Chronological Resume
- How to Decide Checklist
- Sample Resume Format -- Chronological
- Resume Development Chronological
- The Functional Resume Format
- Advantages of the Functional Resume
- Disadvantages of the Functional Resume
- How to Decide Checklist
- Sample Resume Format -- Functional
- Resume Preparation Functional
- Effective Sentence Openers
- Resume Checklist
- References – Former Employer
- Model Reference Statements – Former Employer
- Reference Statement
- References – Personal References
- Some Useful Reminders About References
- Your “Exit Statement”
- Sample Exit Statements

IV. Understanding the Job Market

- Introduction
- Where is the Job Market Headed? What are the Hot Jobs?
- Where do you Locate Jobs – Accessing the Market
- Published Job Market
- Responding to Ads
- Guidelines for Responding to Advertisements
- Sample Responses to “Blind” Company Advertisements
- Sample Responses to a Company Ad
- Job Posting
- Searching on the Internet
- Guidelines for Using the Internet
- Employment Agencies and Executive Search Firms – How They Operate
- Guidelines for Using Recruiters and Agencies
- Sample Response Letter to a Recruiter – Without Direct Referral
- Sample Response to Search Firm/Agency
- Other Sources of Job Openings
- Understanding the Unpublished Job Market
- Networking: Using Your Contacts
- Define Your Network First
- Prioritize Your Lists

IV. Understanding the Job Market (cont'd)

- Select a Way to Reach Your Contact
- How “Networking” Works
- Networking Contact List
- The Contact Development Process
- Networking
- Networking: Letters
- Sample Letters
- Company/Contact Letter/Direct Approach
- Sample of Contact Letter/Direct Approach
- Sample of Contact Letter/Indirect Approach
- Networking: Telephone Approaches
- Telephone Pre-call Planning Worksheet
- Networking: Phoning Examples
- Arranging a Contact Development Meeting by Telephone – Sample 1
- Arranging a Contact Development Meeting by Telephone – Sample 2
- Contact Development Meeting Report and Evaluation
- Temp to Hire
- Current Top Five Temp Functions
- Top Five Industries Served by Temps
- Self-Employment
- Long Distance Job Search Guidelines

V. Interviewing

- Communication
- Interviewing
- Guidelines for Interviewing
- Interviewing: Traps to Avoid
- Types of Interviews
- Behavioral Interview
- Examples of Behavioral Questions
- The Screening Interview
- Interview Questions
- Your Prospective Employer
- Your Current Position
- Your Personal Situation
- Your Career
- Your Career Search Efforts
- Your Education and Personal Background
- Your Background Skills and Experience
- Sensitive Questions
- Video Interviews
- Guidelines for Video Interviews
- Teleconference Interviews
- Guidelines for Teleconference Interviews
- Preparing for Your Interview Checklist

V. Interviewing (cont'd)

- “And Now, do you Have any Questions”
- The Five P’s: Topics for Questions
- Interviewing Report and Evaluation
- Follow-Up Letter (After an Interview)
- Subsequent Interviews
- Evaluating Positions
- Candidate Questions
- Negotiating the New Position
- Compensation
- Negotiating In-Direct Compensation
- Employment Agreements
- Closing the Deal

VI. The Personal Marketing Campaign

- Your Proactive Job Search Plan
- Weekly Planning Calendar
- Planning for Career Success
- The Personal Marketing Campaign

VII. Resource Material

- Take the Time to Prepare for Your Job Search
- Where to Find a Job
- Employment Agencies
- Government -- Job Training/Voc Rehab Services
- Outplacement Consultants
- Watch the Daily and Weekly Paper “Help Wanted” Advertisements
- Civil Service Opportunities
- Personal Contacts
- Management Consultants and Executive Search Companies
- Direct Contact With Companies or Organization
- Professional Association
- Telephone Books (Yellow Pages)
- Labor Organization
- Chamber of Commerce
- Research of Companies and Organizations
- Internet Resources
- Program Evaluation



Human Resource Consulting Services for MAHC Members

Free Member Services

As a valued member of MAHC the following professional human resource management consulting services are available to you through the professional human resource management consulting and legal staff at **no charge**.

- **Telephone, E-mail and Research Assistance** – A hotline is provided to each member with no daily, weekly or monthly time limit to discuss HR questions and needs.
- **Analysis and Review of Your Personnel Policies, Work Rules and Employee Handbooks.**
- **SESCO Communications** – You will receive SESCO's monthly newsletter, SESCO's weekly updates and other timely and proactive communications on management and human resource matters.
- **Priority service** at reduced fees for requested consulting projects.
- **Federal and State Posters** – Special pricing on federal and state poster kits (\$19.95 per federal poster, \$19.95 per state poster kit).

Become a Preferred Client

	Free	
Unlimited telephone, email and research assistance	✓	✓
The SESCO Report, SESCO's monthly newsletter	✓	✓
Review and analysis of employee handbooks and policies	\$250	✓
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One onsite Human Resource Audit with report per year		✓
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Industry Specific Human Resource Guide		✓
One low monthly fee		As low as \$40



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e-mail: sesco@sescomgt.com



Founded in 1945, SESCO's client base includes employers in all industries. We are very proud of our complete "toolbox" of consulting services which has been developed based on practical, hands-on experience.

Please FAX this form to: (423) 764-5869

Attention: Bill Ford

Name _____

Title _____

Organization _____

Address _____

City/State _____ Zip/Postal Code _____

Phone _____ Fax _____

E-mail _____ Website _____

Please send me information on the following SESCO service(s):

• **Leadership Development**

- ☐ SESCO Leadership Series
- ☐ Vital Learning Training
- ☐ Vital Online/E-Learning
- ☐ Audio Seminars
- ☐ Customized Training Development
- ☐ Train the Trainer
- ☐ EEO

• **Human Resource Management Systems**

- ☐ Customized Employee Handbooks
- ☐ Compensation Systems
- ☐ Performance Management/Appraisal
- ☐ Career Pathing/Succession Planning
- ☐ Criteria-based Job Descriptions

• **Workplace Culture**

- ☐ Culture Assessments/Identification
- ☐ Satisfaction Surveys/Benchmarking
- ☐ Transition Plans
- ☐ Diversity Awareness Training
- ☐ Change Management

• **Forms and Publications**

- ☐ Personnel Forms
- ☐ Employment Kits
- ☐ Federal and State Posters
- ☐ "Human Resources Guide for the Industry"
- ☐ Compliance Manuals

• **Employment Law Compliance**

- ☐ Compliance Assessments
- ☐ Representation Before Department of Labor and EEOC
- ☐ Required Training (Sex Harassment)
- ☐ Wage-Hour Investigations
- ☐ Affirmative Action Programs

• **Recruitment and Retention**

- ☐ Turnover Analysis
- ☐ Screening and Hiring Systems/Training
- ☐ Industry Specific Applicant Assessment Tools
- ☐ Employee Satisfaction Surveys (On/Offsite)
- ☐ Retention Strategies

• **Organizational Development**

- ☐ Team Development
- ☐ Individual Assessment/Coaching
- ☐ Management Assessment/Appraisal
- ☐ Benchmarking
- ☐ Family Business

• **Service Agreement**

- ☐ Telephone/E-mail Hotline/Research
- ☐ HR Compliance Assessments/Consulting Onsite

• **Labor Relations**

- ☐ Union Vulnerability Assessments
- ☐ Union Campaigns (96% Win Ratio)
- ☐ Labor Contract Negotiations
- ☐ Prevention/Management Training