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Footprints

Three Employment Agreement "Basics"
Part I: An Executive Employee's Perspective

By Jared A. Jacobson

Whether you are a high-powered executive, able to write your own terms or a mid-level employee who has been offered an employment agreement, here are some basic concepts to help guide you through a simple employment agreement:

ONE: Timing

An employee at the executive level will most likely be offered the company's form employment agreement after the position is informally "accepted" and the "basic terms" have been worked out. Do not accept the form agreement at this stage without having an employment attorney review the document to confirm that



it does in fact have the "basic terms", including executive protections. Should you not be handed an employment agreement you may request that some of these "basics" be added to an offer letter.

TWO: Leverage, the "Small Stuff"

Who are You and Who are They? It is important to understand how you fit into the equation, how unique your services

or relationships are and how the potential employer values them. If you are being offered an employment agreement, chances are your potential employer will commit many of its resources to guaranteeing your employment with the company.

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H1N1 Flu Pandemic Update for Business

In my volunteer Emergency Manager role, we have had a tremendous amount of discussion re: the effect of an H1N1 pandemic on business. At this point, no one really knows whether there will be an H1N1 flu pandemic and if so, how bad it might be. But it's always better to be prepared for the worst rather than surprised when the worst happens. You don't want to be caught off guard if two or three employees catch the flu and are out for any length of time, particularly if you run a small business with only a handful of employees to begin with. In a larger business, it can be just as disastrous.

The U.S. Small Business Administration and the Department of Homeland Security just announced the release of a preparedness guide for small businesses on "Planning for 2009 H1N1 Influenza" that you can download for free at www.sba.gov/flu.

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HOW TO FIND THE RIGHT JOB FOR YOU

1. Know what you're good at.

I'm good at networking and recruiting. I've done it since 1985 and although I don't profess to be perfect, I'm in continuous learning mode and do have people seeking my advice. I love learning about how I can utilize LinkedIn, Twitter and other social media to extend my reach to both prospective clients and candidates. Heck, if I happen to be sitting beside an interesting seat mate on a flight, I find myself in mini-interview mode. I've built my company into a mini-brand doing this, so I'm very confident that if a potential employer asked me about my recruiting

skills, I wouldn't have to rehearse my answers or muddle through this question.

2. Focus on your core abilities.

Being a small business and depending on the priority of the day, I may be the President, Sales Manager or IT head. But, I don't make money at all of these. Some of them I do because I think there's no one else to do it. Wrong: the key word is delegation. There's a plethora of virtual assistants out there to take care of your administrative, technological or marketing needs. Focus on what you know and what you do to make your company profitable. Then hand

off the other pieces to those competent in their specific fields. If you find yourself procrastinating or putting off certain tasks, chances are they're the ones that are best left to others.

3. Look for team members who complement your strengths.

There are all kinds of areas that will help you become successful. I located an accountant whom a) I could relate to one-on-one (he spoke layman's English) and b) was competent in his field of small business accounting.

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**The Hardlines Conference in Toronto  
October 22—23, 2009**



Wolf Gugler will be a member of a speaker panel covering the topic of Social Media in business today. He joins Marc Robichaud, UJ Robichaud TIM-BR Mart ([www.ujr.ca](http://www.ujr.ca)) and Brenda Dumont, founder of [www.candianretail.com](http://www.candianretail.com). You can learn more by visiting [www.hardlines.ca](http://www.hardlines.ca) and selecting the "conferences" link. Also, Beverley Allen, Hardlines Publisher, has graciously arranged a conference discount for those who are currently in career transition and would like to attend for the networking benefit. You can contact Bev directly at [bev@hardlines.ca](mailto:bev@hardlines.ca) to take advantage of this offer.

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He came by way of a referral and has turned into a business advisor as much as a friend. The same holds true for my colleagues who provided the design and built the first [www.wolfgugler.com](http://www.wolfgugler.com) web site. We're as close as we've ever been and if it hadn't been for them, I would have even less hair than I have today. When you interview for a new position, see if you'll have the opportunity to speak with others that you'll count on and that will rely on you as well to see how good the chemistry and fit is. Aside from being the key to success, you may as well determine whether you're going to like coming to work every day.

**4. Find a Mentor...and be a Mentor.**

It goes without saying that others that work beside you will usually appreciate their colleagues sharing their knowledge for everyone's benefit. As a new employee, it goes a long way to establishing your credibility, provided that you don't embellish what your key areas of knowledge are. The same holds true in reverse; most people are flattered if others ask them for a token of wisdom or direction. Remembering to ask others for their advice or wisdom can be hard (and for some, a kick to their ego) but it's the best way to develop a reputation as a consensus manager; not one who's indecisive, but rather inclusive in their decision-making.

**H1N1 Flu Pandemic Update for Business**

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The common sense advice in the guide urges you to develop a written plan for dealing with a possible flu outbreak, and to do everything you can in the meantime to help your employees stay healthy.

Appoint a coordinator to develop your plan and communicate it to employees. In a very small business, you may have to take the lead yourself. Start by reviewing your sick leave and associated policies. You will first and foremost want employees who may have the flu to stay home and away from the rest of your work force. You should also consider what would happen if daycare facilities and schools are closed because of the flu and your employees have to stay at home to care for their children. If appropriate, establish flex-time policies, or policies that allow employees to work from home. Be sure to



investigate what kind of equipment and telecom infrastructure you would need to make that happen and get it in place now.

Also, do what you can to cross-train your employees so that if a key employee comes down with the flu, you will have someone to handle his or her job in the interim, or look into temporary employment services where you might find the skills you need. Make your employees aware of H1N1 symptoms. Communicate basic flu prevention tactics to them and provide them with hand sanitizers and disinfectants. Encourage them to get a flu vaccine if appropriate. Put all your policies and advice in writing, with assurances that if employees use good judgment in dealing with the flu, they will not be penalized if they miss work.

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A few "small stuff" examples include: relocation expenses to the city where the job is located, potentially in the form of a sign-on bonus; relocation expenses back to the original location should the position cease; severance between 12-18 months plus benefits paid for by the company; annual bonus regardless of current employment when handed out; and potential employer accepting legal costs for negotiating the agreement.

**THREE: Non-Compete & Restrictive Covenants**

An often neglected, but very important provision in an employment agreement is the non-compete and restrictive covenants clause. A non-compete clause restricts an employee from practicing his/her trade for a certain period of time within a specific geographical area.

The term of the clause typically ranges in duration from one to three years. The scope of the clause can restrict the practice of an entire profession or only a specific area of an industry in which the company and executive is operating. Enforceable if drafted correctly, although routinely disliked by the courts, it is advisable to both the company

and executive to negotiate a fair and reasonable non-compete provision so that neither party expends unnecessary time and money down the road. This provision should be reasonably tailored down or removed all together.

Employment agreements often last between 1-5 years so it is essential to understand your rights and obligations under the agreement. Navigating the provisions of an employment agreement can be tricky and it is advisable to find an attorney who can advise you on the agreement itself and help you understand the process.

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