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Your Workplace Is Our Work®

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FROM OUR EMPLOYER RIGHTS SEMINAR SERIES:

The Effective Supervisor®

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EEOC Increases Harassment and ADA Litigation

September 30 concluded Fiscal Year 2019 for the federal government. According to our monthly and year to date analysis of EEOC lawsuits, the EEOC filed 112 lawsuits during FY 2019, down from 154 during FY 2018. Harassment lawsuits increased to 31.1% of all lawsuits filed during FY 2019, compared to 22.7% for FY 2018. This includes sexual, racial, or other forms of workplace harassment.

The EEOC continued to focus on Americans with Disabilities Act claims, with 34.8% of all lawsuits filed alleging ADA violations. This is off slightly from FY 2018, when 40% of all EEOC lawsuits alleged ADA violations. Overwhelmingly, the ADA lawsuits are based upon an allegation that the employer failed to engage in an interactive process to attempt accommodation or that the employer had an automatic termination policy based upon the expiration of a fixed-duration leave of absence, such as FMLA.

Employers should remember two key elements that determine whether potential ADA litigation may occur. First, be sure to engage in a dialogue with the applicant or employee to discuss reasonable accommodation options and approaches. In essence, form over substance matters in this situation. If an employer makes a good-faith effort to accommodate but cannot do so, there is not an ADA violation.

Second, too often employers believe that when an employee exhausts a leave of absence such as under FMLA or even a more generous program established by the employer, the employee may be terminated if she or he is unable to return to work. This is a violation of the ADA. Similarly, some employers still maintain 100%-healed policies for employees returning from some or all extended leaves. That is, the employer has a policy that the employee must be 100% healed from his or her illness or injury before returning to work. Both of these absolute rules ignore the obligation to engage in the interactive process. What is required when leave expires is an dialogue with the employee about what tasks, if any, the employee can perform at that time, and what the employee might need (additional leave or other accommodation) to be in a position where he or she could perform the essential functions of his or her position, or another open position which he or she qualified for. The legal standards for placing an employee in an alternate position in this situation are too complex to cover here beyond saying that employers should consult with counsel in this uncommon situation. Where the employee is unable to perform his or her essential functions and believes extended leave is necessary, the employer does not have to accommodate a request for indefinite leave (*ex*: leave “until I get

better"). Requests for leave for a fixed period must be evaluated for reasonableness and potential undue hardship to the employer.

Where a request for extended leave is indefinite, otherwise unreasonable, or imposes an undue hardship on the employer, one approach that we recommend is to tell the employee that the position will be filled, but if and when the employee is interested in returning to work, the employee should contact the company and it will evaluate at that time if a position is available. This is a "soft landing" that may reduce the risk of an ADA charge or lawsuit.

Other trends of note: regionally, the EEOC continues to focus on southern states. 36.6% of all lawsuits filed during FY 2019 were filed in southern states, compared to 31.8% for FY 2018. There are several reasons for this focus. First, some southern states do not have a state version of the EEOC, thus the EEOC believes that non-discrimination in those states is not emphasized to the extent it is in states where there is a state version of the agency. Furthermore, just based upon demographics, there is a much higher percentage of African Americans in southern states than in virtually every other state in the country, which the EEOC believes results in more discrimination claims, and, therefore, the need for more litigation.

Only 7 of 112 lawsuits alleged age discrimination, which is the same number that alleged equal pay violations. Age discrimination litigation tends to vary based on how robust the economy is progressing. If the economy slows down, expect age discrimination cases to increase. Although Equal Pay Act cases comprised a minimum number of EEOC's total litigation portfolio, often Equal Pay Act cases are filed as discrimination under Title VII (sex, race, etc.) rather than under the Equal Pay Act, which is based upon gender only and has a different standard for proof than Title VII.

Distracted Driving Disturbs OSHA

At one time, distracted driving was limited to making sure kids were not fighting in the back seat, the dog was not sticking too far out of the window, and food did not fall between the seat and the console. Now, OSHA has increased its focus on employer accountability for employee distracted driving, regardless of whether the employee is driving a personal vehicle or a company vehicle.

According to OSHA, every five seconds, an auto accident occurs, every ten seconds an injury due to an auto accident occurs, and every ten minutes, someone dies due to a vehicular accident. If the employee is driving a personal or company vehicle during the course of the workday, the employer may be responsible for damages caused to third parties, in addition to the employee's injuries. Thus, OSHA says:

> Whether you manage a fleet of vehicles, oversee a mobile sales force or simply employ commuters, by implementing a driver safety program in the workplace, you can greatly reduce the risks faced by your employees and their families while protecting your company's bottom line.

It is no surprise that OSHA considers texting the major cause of distracted driving accidents. OSHA stated in a letter to employers:

It is your responsibility and legal obligation to have a clear, unequivocal, and enforced policy against texting while driving. Employers are in violation of the Occupational Safety and Health Act if by policy or practice, they require texting while driving or create incentives that encourage or condone it, or they structure work so that texting is a practical necessity for workers to carry out their jobs.

From OSHA's perspective, too often employers have a no texting policy but overlay that with job requirements that in essence require texting while driving. For example, employees are expected to respond to emails and calls between visits to customer sites. The time allocated to get from one site to another is insufficient for an employee to respond without texting and driving. Alternatively, a strong service or customer first culture can lead some employees whose jobs require driving to

respond immediately to a call or text while behind the wheel, even if the employer's policy prohibits it.

If the nature of the work performed for your organization requires employees to drive, be sure that there is a clear prohibition against texting while driving. Furthermore, although some employers permit hands free telephone communications while driving, OSHA also believes that also contributes to distracted driving.

Is A Vacant Position Available for Accommodation?

Reasonable accommodation under the ADA is not necessarily a one-time decision. The job may change, the employee's limitations may change, and the employer's needs may change. In a recent case out of Mississippi, the question was whether an employee with disabilities could be accommodated by being placed in an "open" position, which was formerly held by an employee who was absent for FMLA-related reasons. *Maxwell v. Washington County, Miss.* (N.D. Miss. Oct. 1, 2019). The employee with disabilities requested an accommodation to move into that position during the other employee's FMLA absence. Because the employer did not know how long the employee absent under FMLA would be off of work, the employer denied the accommodation request, stating that the position was not "open." Surprisingly to us, the court upheld the employer's decision not to temporarily accommodate the employee by placing him in the position vacated due to the other employee's FMLA.

The issue involved a current employee who could not continue in his job because he was unable to obtain a valid commercial drivers' license. He requested an accommodation to a vacant job, which was vacant because the employee in that position was out indefinitely for FMLA. The court ruled that because the position was not "open," the employer was not required to accommodate the disabled employee by placing him in that job, even temporarily.

We believe the court got it wrong. We strongly advise employers that even if an accommodation may be temporary, it is the employer's duty to consider it. For example, let's assume that the employee on leave would return in six weeks. That means that if the accommodation were possible for six weeks, it should have occurred. If toward the end of six weeks, no other accommodation was possible, then the employer had any number of options available to it, including termination, layoff, or an unpaid leave of absence for the employee. So, the fact that a position or an accommodation is available only a temporary basis does not excuse the employer from considering for accommodation purposes.

UAW – GM Strike: Winners and Losers

So why did the strike occur among highly paid UAW employees and a highly profitable General Motors? There were several reasons for why the strike resulted in lost wages of $857 million per week by those employees and businesses affected by the strike and $200 million per week lost to General Motors.

It is no secret that the UAW ("Unemployed Auto Worker") is struggling. UAW leaders have been sent to jail for illegal bargaining with Chrysler Fiat. Furthermore, Michigan became a right-to-work state, which increased the pressure on the UAW to "deliver" to employees in order for them to remain union members. GM widely used temporary employees as a way to keep average hourly costs down. Why would a temporary employee authorize approximately one week a year of pay to the UAW if the temporary employee wasn't receiving better pay and benefits through UAW representation? So those were the issues on the table for the UAW. As far as GM was concerned, this was a matter of obtaining the best deal possible with the least amount of disruption to operations. There were no outstanding "must have" proposals from GM.

Each striker lost an average of $1,000/week. With an average weekly pay of $1,300/week, a strike benefit of $250/week to walk the picket line hardly closed the gap. Shortly after the strike began, the UAW authorized strikers to maintain part-time jobs, provided they fulfill their picket line duty. Ultimately, the UAW increased the strike benefit to a whopping $275 a week. Ironically, strike benefits are considered taxable income because the

employee is "working" by walking the picket line in order to receive the benefits.

So, what was the outcome gained by the UAW as a result of the industry's first major strike in twelve years?

1. An $11,000 ratification bonus, which will make most employees "whole" for the amount lost during the strike.

2. A pathway was established for temporary employees to move toward full time positions.

3. Employees received 3% pay hike and a shorter timetable to move toward the top scale of the wage structure.

4. The generous healthcare package was extended for four years with no increased costs to the employees.

5. GM committed to invest $3 billion in its Detroit – Hamtramck assembly plant that it had planned to close. The UAW failed to persuade GM to reverse its decision to close three other U.S. plants.

With $10.8 billion in profits, GM had the war chest to agree to a lush contract, with an outcome that enhances GM's ambition to expand overseas and preserve GM's flexibility to operate its U.S. assets. The UAW gained money, but GM retained its ability to control and direct the business.

NLRB News

This article was prepared by Frank F. Rox, Jr., NLRB Consultant for the law firm of Lehr Middlebrooks Vreeland & Thompson, P.C. Prior to working with the firm, Mr. Rox served as a Senior Trial Attorney for the National Labor Relations Board for more than 30 years. Mr. Rox can be reached at 404.312.4755.

Advice Issues a Memo Finding CVS's Social Media Policy Went Too Far

The NLRB cannot require employees to use their real names while discussing their jobs on their personal social media accounts

The Advice Division, part of the Office of the General Counsel, gives legal advice to field directors. Advice's answers to questions are considered sacrosanct and directors are expected to follow the advice given by the division. Advice memos are most frequently released after the underlying case is closed.

In a September 2018 memorandum, Jayme Sophir, the then-head of the division, wrote that CVS's policy on social media violated the National Labor Relations Act. One of the policies found to violate the Act was the requirement that employees use their real names while discussing their job or the company on private social media. Specifically, Sophir found under the *Boeing* test, the rule in question violated tenet or category 2 of the *Boeing* test. The General Counsel looks first at whether the rule in question is written so that there can be no way to construe the rule other than restricting employees in the exercise of Section 7 activity See *Boeing Co.*, 365 NLRB No. 154, (2017) (expressly overruling the 'reasonably construe' standard enunciated *in Lutheran Heritage Village-Lavonia,* 343 NLRB 646,647 (2004)) discussed in the December 2017 ELB and March 2019 ELB.

In other words, in the *Boeing* decision, the Board reassessed its standard for determining when the mere maintenance of a work rule violates Section8(a)(1) of the Act and overturning the first prong of the *Lutheran-Heritage* test. In *Lutheran-Heritage,* the Board established a new standard that focuses on the balance between the rule's negative impact on an employee's ability to engage in Section 7 activity and the rule's connection to an employer's right to maintain discipline and productivity in the workplace.

Significantly, Ms. Sophir's memorandum specifically found the vast majority of CVS's rules legal. Advice only found one other rule violated the Act. There have been no less than 14 Advice memos issued in 2018 and 2019 dealing with *Boeing* issues. It is worthwhile reprinting the practical tips (see the March 2019 ELB) when faced with a *Boeing* situation:

- Never implement a rule or handbook in response to union activity. This applies to rules more than to legal handbooks.

- Rules should be implemented that are always legal – because they don't affect workers' rights under Section 7 of the Act or because any interference with workers' rights are outweighed by an employers' business interest.

- If there is interference, then the business justification for the rule must be weighed.

- If there is interference, then the rule is the best method for handling the problem.

- Stay away from rules or handbooks that are so broadly written that there can really be no doubt as to the purpose of the rule (i.e. – to infringe on employees' rights under Section 7).

- Do not "play safe" if after doing a risk analysis that you can justify the rule and it is not in response to any union activity that you know of. If there is some union activity, be prepared to establish during an ULP investigation that you (the company) were not aware of the union activity.

A common example of the balancing test is a rule that requires an off-duty employee to sign in before entering the premises of the facility. If the purpose of the rule is too discouraging outside union organizing then the rule is, in all likelihood, illegal. However, if the purpose of the rule is to keep track of everyone in the facility in the case of an emergency, then in all likelihood, the rule is legal.

The balancing test is often just an exercise in common sense, but there are gray areas. An example of a gray area is a confidentiality rule that limits what an employee can say about its employer.

Stay tuned as this area will undoubtedly continue to evolve.

Federal Probe Finds Corruption by UAW Official

In what seems like a disturbing trend, another union official has been indicted for corruption. (See the April 2018 ELB) and the June 2019 ELB).

Mike Grimes and 2 other unnamed co-conspirators have been indicted by a federal grand jury alleging that he had accepted over "one million dollars in bribes" from vendors associated with the UAW, who supplied the UAW with "promotional merchandise." Grimes has pleaded not guilty. Stay tuned for developments.

NLRB Invalidates Mandatory Arbitration Agreement Which Includes Administrative Charges

In the case of *Beena Beauty*, the NLRB considered mandatory arbitration language which included the following statement: "The company and employees agree to submit any claims that either has against the other to final and binding arbitration." The agreement excludes "claims for workers' compensation or unemployment compensation benefits." The Board invalidated this mandatory arbitration agreement because it precluded an employee from filing charges with administrative agencies. The Board noted that the agreement specifically excluded workers' compensation and unemployment claims from coverage but did not exclude an employee's right to file an unfair labor practice or discrimination charge. While generally approving arbitration agreements that include a waiver for the employee to participate in a class claim, an arbitration agreement to be valid under the NLRA must preserve the employee's right to file a charge with an administrative agency.

Supreme Court LGBT Workplace Bias Cases

This article was prepared by JW Furman, EEO Consultant Investigator, Mediator and Arbitrator for the law firm of Lehr Middlebrooks Vreeland & Thompson, P.C. Prior to working with the firm, Ms. Furman was a Mediator and Investigator for 17 years with the Birmingham District Office of the U.S. Equal Employment Opportunity Commission (EEOC). Ms. Furman has also served as an Arbitrator and Hearing Officer in labor and employment matters. Ms. Furman can be reached at 205.323.9275.

The Supreme Court heard oral arguments this month in the three LGBT bias cases (two sexual orientation and one gender identity) it accepted this term. The past opinions of the justices, the questions they posed to the

parties, and even what they did not say during this session may provide some insight as to what their rulings will be. Rulings in all three cases should be announced during the first half of 2020.

Most of the justices' questions and comments during oral arguments gave little reason to believe they will stray from their historical leanings, which means there likely will be a closely divided court for these highly anticipated cases. These cases could help us understand the ideological balance of the current Supreme Court, especially its newest members, Justices Gorsuch and Kavanaugh.

The Court's 2015 decision legalizing same-sex marriage was a 5-4 decision, with current Justices Ginsburg, Breyer, Sotomayor, and Kagan in favor. Justice Kennedy, who was known for his support of individual freedoms and gay rights, is no longer on the court. While it is unlikely the court intended to allow individuals to marry whomever they choose but face termination from their jobs for doing so, it is conceivable the recent additions of Kavanaugh and Gorsuch could swing the vote to accomplish just that.

The four justices known to be more liberal offered few surprises during oral arguments. At least three appeared ready to vote without discussion. All have voiced support for sexual orientation and gender identity workplace discrimination protections in the past. Justice Kagan stated that trying to isolate sexual orientation as an independent characteristic is applying the incorrect standard and noted that the justices previously have "insisted on this extremely simple test." The test to determine whether there is discrimination under Title VII, she said, is to look at the treatment taking place and ask whether the same thing would have happened if the employee were a different sex. "Obviously, the same thing would not have happened."

The historically conservative justices did not surprise either:

Justice Alito said that if the court decides Title VII protects gay workers it would effectively be rewriting a law enacted by Congress in a way that was never intended by the lawmakers who passed it. He further noted that the legislature has twice declined to pass the Equality Act which would provide the protections sought in these cases.

Justice Thomas, generally viewed as the most conservative member of the Court, asked no questions during oral arguments as is his custom. But his history probably tells us all we need to know. The scathing dissent he penned in the same sex marriage case in 2015 and his 1996 dissent regarding sexual orientation discrimination leave little doubt that he will oppose inclusion of orientation and identity protections under Title VII now.

Justice Kavanaugh said little during oral arguments to indicate how he might vote. He has no judicial record on LGBT rights cases and declined to answer questions on these topics during his confirmation hearings. Though his record with the Supreme Court thus far has been more moderate-conservative than far right, it is definitely conservative.

Chief Justice Roberts, sometimes considered to be the ideological center of the court, voiced concern about religious employers facing liability if gay and transgender workers receive Title VII protection. Some say this litigation is sure to produce a 5-4 split on the Supreme Court and Chief Justice Roberts will be the vote to watch in these politically-charged cases because of his concern with the Court's reputation as a nonpartisan institution.

Many are touting Justice Gorsuch as the likely decisive vote here. He asked several questions indicating potential sympathy for the plaintiffs' claims: "Sexual orientation is surely in play here. But isn't sex also in play here? … And isn't that enough?" Regarding the two sexual orientation cases he asked, "In what linguistic formulation would one say that sex – biological gender – has nothing to do with what happened in this case?" But he later questioned whether the court would be overstepping its role if it ruled in favor of LGBT workers instead of letting Congress legislate on the subject.

As we have seen in the past, the Supreme Court does not always rule on the issues presented by the parties to the dispute. Sometimes, the justices find procedural or other issues that persuade them to return the cases to

lower courts for action before ruling on the factual issues. The questions and comments from the justices during these oral arguments did not indicate they intend to remand any of these three cases. Hopefully, this means we will have definitive guidelines regarding sexual orientation and gender identity protection under Title VII early next year.

Overtime Pay Requirements of the Fair Labor Standards Act

This article was prepared by Lyndel L. Erwin, Wage and Hour Consultant for the law firm of Lehr Middlebrooks Vreeland & Thompson, P.C. Prior to working with the firm, Mr. Erwin was the Area Director for Alabama and Mississippi for the U. S. Department of Labor, Wage and Hour Division, and worked for 36 years with the Wage and Hour Division on enforcement issues concerning the Fair Labor Standards Act, Service Contract Act, Davis Bacon Act, Family and Medical Leave Act and Walsh-Healey Act. Mr. Erwin can be reached at 205.323.9272.

Note: As I reported last month, Wage Hour has issued some major revisions to the requirements for the executive, administrative, and professional exemptions. Effective January 1, 2020, the minimum salary requirements for these exemptions will increase from $455 per week to $684 per week. From comments that I hear, it is expected there will be court challenges to these changes. It appears that employers believe the increase is too great while the various employee organizations believe that the new rates are too small. Thus, I suggest that you try to keep abreast with the issue so that you will not be unprepared for the increase to take effect.

Earlier this month, the DOL released some proposed changes to the regulations that govern the amount of tip credit that may be taken when determining the amount cash wages that must be paid to servers, bartenders, and bussers in food service establishments. The proposed regulations will be open for comment for 60 days and then the DOL will have to review those comments prior to issuing the final changes. Among the changes proposed includes a prohibition against employers keeping employee's tips and prohibiting managers and supervisors from keeping any portion of the employees. However, there is a provision for the establishment of tip pools among those employees that customarily receive tips with those who do not typically receive tips, like dishwashers and cooks. Further, the proposal allows the use of tip credit for time the tipped employee spends in non-tipped duties that are performed contemporaneously with their tipped duties. Due to the time allowed for public comments and the fact that DOL will have to review and consider all of the comments, I doubt that any changes will take effect prior to the middle of 2020.

Overtime Requirements

In 1938, Congress passed the Fair Labor Standards Act, which established a minimum wage of $0.25 per hour for most employees. In an effort to create more employment, the Act also set forth certain additional requirements that established a penalty on the employer when an employee works more than a specified number of hours during a workweek. The initial law required overtime after 44 hours in a workweek but eventually limited the hours without overtime premium to 40 in a workweek.

An employer who requires or allows an employee to work overtime is generally required to pay the employee premium pay for such overtime work. Unless specifically exempted, covered employees must receive overtime pay for hours worked in excess of 40 in a workweek at a rate not less than time and one-half their regular rate of pay. Overtime pay is not required for work on Saturdays, Sundays, or holidays unless the employee has worked more than 40 hours during the workweek. Further, hours paid for sick leave, vacation, and/or holidays do not have to be counted when determining if an employee has worked overtime although some employers choose to do so.

The FLSA applies on a workweek basis. An employee's workweek is a fixed and regularly recurring period of 168 hours -- seven consecutive 24-hour periods. The workweek need not coincide with the calendar week but may begin on any day and at any hour of the day. Different workweeks may be established for different employees or groups of employees, but they must remain consistent and may not be changed to avoid the payment of overtime. Averaging of hours over two or more weeks is not permitted. Normally, overtime pay earned in a workweek must be paid on the regular payday for the pay period in which the wages were earned. However, if you

are unable to determine the amount of overtime due prior to the payday for the pay period you may delay payment until the following pay period.

The regular rate of pay cannot be less than the minimum wage. The regular rate includes all remuneration for employment except certain payments specifically excluded by the Act itself. Payments for expenses incurred on the employer's behalf, premium payments for overtime work or the true premiums paid for work on Saturdays, Sundays, and holidays are excluded. Also, discretionary bonuses, gifts and payments in the nature of gifts on special occasions and payments for occasional periods when no work is performed due to vacation, holidays, or illness may be excluded. However, payments such as shift differentials, attendance bonuses, commissions, longevity pay and "on-call" pay must be included when determining the employee's regular rate.

Earnings may be determined on a piece-rate, salary, commission, or some other basis, but in all such cases the overtime pay due must be computed based on the average hourly rate derived from such earnings. Where an employee, in a single workweek, works at two or more different types of work for which different straight-time rates have been established, the regular rate is the weighted average of such rates. That is, the earnings from all such rates are added together and this total is then divided by the total number of hours worked at all jobs. Where non-cash payments are made to employees in the form of goods or facilities (for example meals, lodging, etc.), the reasonable cost to the employer or fair value of such goods or facilities must also be included in the regular rate.

Some Typical Problems

Fixed Sum for Varying Amounts of Overtime: A lump sum paid for work performed during overtime hours without regard to the number of overtime hours worked does not qualify as an overtime premium. This is true even though the amount of money paid is equal to or greater than the sum owed on a per-hour basis. For example, a flat sum of $100 paid to employees who work overtime on Sunday will not qualify as an overtime premium, even though the employees' straight-time rate is $8.00 an hour and the employees always work less than 8 hours on Sunday. Similarly, where an agreement provides for 6 hours pay at $10.00 an hour regardless of the time actually spent for work on a job performed during overtime hours, the entire $60.00 must be included in determining the employees' regular rate and the employee will be due additional overtime compensation.

Salary for Workweek Exceeding 40 Hours: A fixed salary for a regular workweek longer than 40 hours does not discharge FLSA statutory obligations. For example, an employee may be hired to work a 50-hour workweek for a weekly salary of $500. In this instance, the regular rate is obtained by dividing the $500 straight-time salary by 50 hours, resulting in a regular rate of $10.00. The employee is then due additional overtime computed by multiplying the 10 overtime hours by one-half the regular rate of pay ($5 x 10 = $50.00).

Overtime Pay May Not Be Waived: The overtime requirement may not be waived by agreement between the employer and employees. An agreement that only 8 hours a day or only 40 hours a week will be counted as working time also fails the test of FLSA compliance. Likewise, an announcement by the employer that no overtime work will be permitted, or that overtime work will not be paid for unless authorized in advance, also will not relieve the employer from his obligation to pay the employee for overtime hours that are worked. The burden is on the employer to prevent employees from working hours for which they are not paid.

Many employers erroneously believe that the payment of a salary to an employee relieves him from the overtime provisions of the Act. However, this misconception can be very costly as, unless an employee is specifically exempt from the overtime provisions of the FLSA, he/she is must be paid time and one-half his regular rate of pay when he works more than 40 hours during a workweek. Failure to pay an employee proper overtime premium can result in the employer being required to pay, in addition to the unpaid wages for a period of up to three years, an equal amount liquidated damages to the employee. Further, if the employee brings a private suit, the employer can also be required to pay the employee's attorney fees. When the Department of Labor makes an investigation and finds employees have not been paid in accordance with the Act, they may assess Civil Money

Penalties of up to $1,894 per employee for repeat and/or willful violations.

In order to limit their liabilities, employers should regularly review their pay policies to ensure that overtime is being computed in accordance with the requirements of the FLSA. If I can be of assistance, do not hesitate to give me a call.

EFFECTIVE SUPERVISOR®

Dothan, AL – November 13, 2019

8:30am - 4:00pm Central

Dothan Area Chamber of Commerce

102 Jamestown Blvd, Dothan, AL 36301

Click here for the agenda or to register.

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