

Assessing your work-life balance can be a worthwhile exercise

One thing I've noticed — no matter where my travels may take me and whom I find myself spending time with — is that the challenges of balancing the ever-increasing demands of our work with all the other important things in our lives seems universal. (*In our industry, EDS week seems to be so consuming as to set aside all other priorities.*) The critical question we each seem to be asking is: How do I make my business succeed and prosper while still having a life — to be a parent, be a spouse, be a friend and pursue my passions?

Recently I was with a group of CEOs addressing just this issue with the help of a capable facilitator. There are a number of programs and curricula that address this universal challenge, and I don't mean to turn this into an advertisement for any one of them. In my brief research, they all seem to offer at least a couple of common threads. The process I was exposed to started with a listing of the major components that sum up a full life experience. The list included:

- Career and Business
- Money and Finances
- Joy and Delight
- Health and Wellness
- Happiness and Content
- Effectiveness and Efficiency
- Personal Development / Evolution
- Personal Values
- Personal Character
- Family and Relationships
- Hobbies / Interests
- Home and Space

Certainly there are alternate versions of this list, but many follow a similar format. Then, two exercises follow. First, for each of the elements, grade yourself 1 to 10, with 10 the best, as to how satisfied you are with yourself in this area of your life. Second, for each element, assign an importance, ranging from 1 to 3, with one being most important.

You may find you assess yourself with a lower grade on the matters you rank as important. I know I did, and it became quite clear to me what areas I need to focus on to derive greater balance and satisfaction.

We were asked to identify a manageable few areas (three or four) that we deemed important yet low scoring. We were advised *against* trying to fix everything at once, but rather to choose only a few areas and preferably those with some very achievable activities that can be accomplished in the near term.

With that in place, the next step is to schedule your time so that some is available to focus on the things you've identified as important and needing work. You can develop your own time blocks. One example might be four blocks in a weekday, i.e., four-hour blocks in each morning and afternoon, plus two

two-hour blocks in the evening. Weekends can also be "scheduled" with blocks of your choice. Personally, I've resisted scheduling on evenings and weekends, but I now confess to not do so is to forego an opportunity to create real work-life balance.

For example, maybe tending to your home and property is a source of real joy and accomplishment for you, but it always gets delayed to the point it seems a chore. So schedule two hours on Saturday mornings for that kind of work; protect the time block, and make it part of your calendar. Similarly, a family dinner or "date night" with your spouse can be booked into the weekly plan just like that important conference call.

One point of resistance for many may be that your schedule seems largely controlled by others, and to some degree that is a fact. But, think of the flexibility that you accept (necessarily) in your work life. For instance, that important Monday meeting happens only about half the time, or that weekly key initiatives review often gets moved. That's okay,

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ASSOCIATION ROUND TABLE: Work-life balance

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and it will be okay to allow similar flexibility into the scheduling of other facets of your life. Accept that fluidity is required, but take pleasure in making at least half of your children's games, concerts or plays if that is an improvement from having missed most of them.

It's been two months since the CEO group first heard of this approach, and we've taken to updating each other on our progress. I'm pleased to report that most are seeing some meaningful improvement in their level of satisfaction in achieving a work-life balance as a direct result of deploying these tactics.

I'm certain that the demands of our professional lives will not diminish, especially since all the drivers and technology enablers that make this a 24/7 business aren't going away. So, let's deal with it by deciding what's important in the overall scheme of things and dedicating some time to those things that matter. It really is up to each of us to decide how and where we spend our most precious resource — time. ■

LEGALLY SPEAKING: A horseshirt case

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payments from customers, as the Agreement also provided. Although the Agreement prohibited the reps from selling competitive products, the judge later found, "There is evidence to show that Krutoff did, and that Wells may have, sold products that competed with JPC during the time they worked on JPC's behalf, but JPC did not invoke the non-compete provision."

Based upon the absence of a fully-executed contract and this eight-year history of uneven compliance with it, JPC and Sharma moved for summary judgment in the case, arguing that the evidence so overwhelmingly demonstrated their non-liability that a trial could only end in its favor, and empaneling a jury to decide the case was unwarranted and a waste of time.

The finish line

Rather than construe JPC's failure to consistently pay a 10 percent commission and adhere to other terms of the Agreement as a waiver of plaintiffs' rights, Wells and Krutoff countered that these practices were evidence of JPC's breach of contract. Further, they argued, the party attempting to show a waiver in Pennsylvania must demonstrate "that he was misled and prejudiced thereby." Wells and Krutoff argued in opposition to summary judgment that defendants could show neither.

The court first found that, under Pennsylvania law, a contract signed by only one party may be enforceable as long as both parties accept the contract and act under its terms. Evidence was presented that at least one party had signed the Agreement, and the court noted that "Sharma prepared and provided the Agreement to the plaintiffs," and that "in many respects the parties seem to have followed fundamentally material aspects of the Agreement." The parties' level of acceptance of its terms, if any, was surrounded by disputed issues, and their divergent interpretations of the facts show that a full trial was necessary to resolve them.

The court also declined to summarily conclude that the plaintiffs waived their rights by failing to legally enforce them over the eight years they continued to represent JPC. Defendants were unable to convincingly show they were actually misled by the conduct of Wells and Krutoff or that they suffered actual prejudice by the plaintiffs' decision not to enforce their legal rights during this time, as Pennsylvania law requires.

Brandished with just a touch of legalese, the court summarized its rationale for denying summary judgment: "We find that there remain disputed issues of material fact with respect to whether the parties had entered into an enforceable sales representation contract; about whether the defendants breached that contract; about which terms of that contract, if any, may have been breached; and about whether the plaintiffs may have waived their rights to enforce any aspect of that Agreement by waiting to bring suit until 2010."

The standard to prevail on summary judgment is generally much higher than at trial, and the evidence did not so clearly favor either party (Wells and Krutoff appear to have also made a token run at summary judgment) to merit such an award. In light of the conflicting evidence, no early exit from the suit was available, and a trial, or a settlement, remained the parties' only viable option.

A factual scenario that appeared at first to offer a sprint to the finish for the principal — given the unsigned contract, the eight years of accepting underpayments without complaint and the parties' spotty record of following the contract provisions — instead generated a muddy track filled with hurdles. Although Wells and Krutoff dodged summary judgment here, reps are still well-advised to carefully examine their contracts, and take steps to preserve or promptly enforce their legal rights. ■

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