Don’t Bury Arbitration in Your Employee Handbook

Employers who don’t want employees to arbitrate employment-related claims shouldn’t bury the agreement in an employee handbook that includes a disclaimer stating that the handbook is not a contract, **advises *Business Management Daily***.

That’s because a court could conclude that the conflicting language means the arbitration agreement isn’t binding.

The article describes a recent case in which an employer asked the court to send the case to arbitration, arguing that the employee knew about the arbitration requirement that was included in a handbook.

“The court didn’t see it that way. It reasoned that to be binding, the arbitration clause had to demonstrate clear mutual assent,” according to the article.

Read the article.

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