

Employers Beware: It's Once Again Time to Review Your Arbitration Agreements

Employers may not be aware that the National Labor Relations Board has issued an opinion holding that arbitration agreements that could be “reasonably construed” to prohibit an employee from filing unfair labor practice charges with the board are invalid under the National Labor Relations Act, warns **a post** from Foley & Lardner.

“What is significant about this unanimous employee-friendly decision is that even if the language in your arbitration agreement does not expressly prohibit the filing of an NLRB charge (or accessing the Board or its processes), you may not be safe from a determination that your agreement is invalid,” explains the author, **Cristina Portela Solomon**.

She lists three steps employers should take if they use arbitration agreements.

Read the article.