The Arbitration Section in Your Employee Handbook Is Not an Agreement to Arbitrate

Insight

An employer needs to be able to prove acceptance by each employee of an "offer" of arbitration, points out Mintz, Levin.

Eighth Circuit Says a Delegation Clause Isn't Valid (and Calls Wrap Contract Formation Into Doubt)

Insight

The ruling tosses all manner of "wrap" agreements into doubt, writes Henry Allen Blair.

Are Your Employees' Electronically-Signed

Agreements Enforceable?

Insight

In several recent cases, employees have disputed that they electronically acknowledged an agreement with their employer," writes Drew York for Gray Reed & McGraw.

Add One Line in Employment Contracts to Reduce Exposure to Misclassification Liability

Insight

A Kelley Drye blog post suggests the use of one simple sentence in employment contracts, handbooks and policies for salaried employees that would likely reduce exposure by approximately two-thirds in FLSA cases.

Updating Employee Handbooks

Insight

By having a handbook that is up to date and appropriate, employers often avoid workplace troubles because managers and employees can all rely on the good standards the handbook establish, advises Natalie Lynch of Lynch Service Company.

How Policies Can Defeat a Breach of Contract Claim

Insight

Employees often seek to use an employer's handbook, code of conduct, or policies as the basis for a breach of contract claim, writes John J. Buckley in a blog on the site of Norris McLaughlin & Marcus.

Employers: Don't Make Promises You Can't Keep

Insight

Laura Bartlow of Zelle LLP writes in a post on JDSupra that the very first item on her list of rules for employers is this: Don't make promises to your employees that you can't or won't keep.

Without a Disclaimer, Employee Handbook May Create

a Contract

Article

Employment manuals may constitute binding contracts between employees and employers provided all necessary elements of an implied contract are present.