

# Remind employees often and clearly about handbook

Smart HR pros set up tickler files to remind themselves to make sure everyone has the current version of the employee handbook—and any arbitration agreements you ask employees to sign. That file makes it easier to ensure every employee has an up-to-date copy of the handbook, and that everyone gets revisions every time policies change.

*Here's the suggested frequency:* Provide a copy of a new policy—either in print or via e-mail—whenever your policies change. Make sure new employees receive the latest edition of the handbook. Send out an e-mail reminder or put a note in pay envelopes reminding employees to read the new material. Of course, you also want to include a disclaimer indicating that nothing in the handbook constitutes a contract.

If you have an arbitration agreement, explain that agreeing to arbitration is a condition of continued employment. Note that your handbook disclaimer should not apply to the arbitration agreement.

**Recent case:** Elena Brown lost her job at Traveler's Insurance due to a slack market. Traveler's had an arbitration agreement in its employee handbook specifying that arbitration is "the required, and exclusive, forum for the resolution of all employment disputes...."

Brown sued for age discrimination in federal court, and Traveler's moved to force the case into arbitration. It argued that Brown, by staying with the company after it added the arbitration clause to the handbook, had given up her right to take her case to court. Brown argued this was the first she had heard about an arbitration requirement.

But HR's records showed that every time it made any changes to the handbook, it distributed new copies to all employees and sent them e-mail reminders to read and ask questions on all policies. The e-mail came from the senior vice president for HR and stated that an agreement to abide by all policies in the handbook was "an express condition" of continuing employment.

The court said it was clear Brown got a copy and should have read the handbook. Plus, it said that no written acknowledgment was necessary, nor did a clause in the handbook, which explained that it was not a contract, invalidate the handbook's arbitration agreement. (*Brown v. St. Paul Travelers Companies*, No. 06-CV-688, WD NY, 2008)