

Designing your Employee Handbook

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Employee Handbook

An employee handbook is a blueprint for staff that outlines what/how to manage their responsibilities. It is used as a point of reference for company policies and procedures and it is used to sensitize the employees about the basic company policies, benefits programs, general expectations of the company including acceptable and unacceptable behaviour and disciplinary measures.

What are the benefits of an employee handbook?

- Handbooks reduce the risk of being sued by an employee.
- It sets forth the terms and conditions that govern the employee relationship
- Employee handbooks that clearly state the policies and procedures are the best places to start for building a successful defence against legal challenges (Milligan, 1999).
- Employee handbooks that convey that policies and procedures will be applied consistently are likely to improve employee morale.
- When policies, procedures, and expectations are in writing, employees can look up the answers to their questions. This will free up the business owner's time to focus on business-related issues.

What should be included in the Employee Handbook?

1. Company Information

The employee handbook contains information about the company and is usually included at the beginning of the employee handbook. A welcome letter, a brief description and a discussion of the company's mission and values are included.

1. Policies and Procedures

Policies outline the rules and expectations of the company.

Procedures outline steps or actions that could be taken if any of the policies or rules are not followed.

The most important thing is to avoid including unrealistic or insincere policies. It will not only discredit itself to employees

1. Benefits

Each benefit offered should be described to highlight the advantages for the employees. Employers

should not include specific numbers or amounts in the employee handbook because they will vary. The only state that the benefit may be available and who to contact with questions about cost or coverage. State to whom each benefit applies and what criteria will be used to determine eligibility

1. Clauses

Non-Compete Clause

The clause acknowledges that the employee may leave the company at some point in time, and prohibits the employee from going to work for the company's competition. Besides, it prevents the employee from taking the knowledge and using it to create a new business that directly competes with the former employer. A well-written clause will specify:

- the companies for which employees should not work,
- geographical areas in which employees should not compete with the company,
- the time for which an employee is not allowed to compete directly with the company for business.

Confidentiality Clause

A confidentiality clause specifies the topics an employee may discuss with certain people, or, conversely, topics that should not be discussed. It is best to let employees know that there will be negative consequences if they ask for or attempt to share confidential information. When including confidentiality clauses, be specific about the types of information that can or cannot be discussed. If a clause could be interpreted as prohibiting the freedom of employees to talk about wages, benefits or work conditions, it is unconstitutional and, therefore, invalid. The confidentiality clause should specify to whom it pertains.

No-Solicitation Clause

A solicitation (or no-solicitation) clause defines who can and cannot solicit co-workers to support a cause, buy something, or join an organization. The reason why employers use a no-solicitation clause despite the negative consequences is to prevent union representatives or company employees from handing out or collecting petitions to organize a union in the workplace.

Arbitration Clause

The purpose of the arbitration clause is to communicate that any disagreements between employees and the management of the organization will be subject to arbitration by an in-house or a third-party arbitrator.

Disclaimers

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It is a disclaimer of everything included in the handbook and makes everything eligible for change, from insurance benefits to the mission statement to the disciplinary procedures. The problem is that some things, such as the legally mandated benefits, are undoubtedly contractual that is, not subject to negotiations. Only place disclaimers where needed. A generic disclaimer that says nothing in the handbook is contractual would be inaccurate and, therefore, void (Aikin, 1998).

Conclusion

A well-designed handbook could protect an organization whereas a poorly- designed handbook will

become a liability. At a minimum, handbooks should be reviewed once a year. From time to time, it may become necessary to revise, update or add new policies, procedures and benefits. Over and above that employee handbooks should be written in such a way that they comply with the statutory laws in a particular country.

References:

London, J. (1999). Bring your employee handbook into the millennium.

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