

Employee Handbooks: A Snapshot of Required Changes for 2017

If your employee handbook hasn't been updated in the past six months, it's likely out of date. Here's a reminder of items to review in your employee handbook:

- You need to change your anti-discrimination statement to include sexual orientation and transgender discrimination, based on new EEOC actions.
- Check to make sure your social media policy is up to date, and refers to the latest technological advances, which change on a dime.
- You can't prohibit discussions on pay and benefits.
- You need to provide clear rules on overtime and off-the-clock work. Remember texting and email, and how this impacts wages.
- Make sure your benefits and FMLA policies reflect the new rights of same-sex married couples, based on the 2015 Supreme Court ruling.
- For federal contractors; there is a provision you must add to your handbook including up to seven days of paid sick leave.
- Make sure you update any whistleblower clauses pertaining to trade secrets to comply with the Defend Trade Secrets Act of 2016. Appropriate verbiage is available below*.

*Appropriate verbiage to comply with the Defend Trade Secrets Act: An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.