

# HRWS Trending

February 2019

# HR WORKPLACE SERVICES



## HOT TOPICS

### The “Psychological Contract” What is it, Anyway?

You may have heard the term “psychological contract” buzzing about the HR world lately. It’s definitely one of those concepts that people will weigh in on (on LinkedIn), but aren’t completely sure of what it really means. Is it some recently legislated document? A new behavior screening for recruiters?

Well, please allow us to clear the haze.

The psychological contract was originally developed by organizational scholar Denise Rousseau. And it specifically refers to the unwritten set of expectations that exist in any employment relationship. It includes informal arrangements, mutual beliefs, common ground and perceptions about how the employer and employee should relate.

This special type of “contract” continues to develop and evolve with the passage of time. Promises of promotion, salary increases, or even access to new tools and resources can reshape these contracts.

So, being smart about managing workplace expectations becomes critical. For employers, it is best to avoid overpromising the unknown; while for employees, situations that compromise productivity should be openly communicated, so as to not be seen as deviant, unprofessional or cavalier.

While psychological contracts are never formally “inked” like an employee contract would be, perceived breaches can affect the employer/employee relationship in a negative way. In almost every circumstance, fairness is key.

### The Employee Value Proposition Keys to Delivering a Winning Approach

It’s easy to become obsessed with classifying one’s employees with generational preconceptions. However, if your organization can deliver on a fundamental “human” level, you can create a winning Employee Value Proposition (EVP) and culture that is both suitable and even celebrated by most everyone.

Here are some places to apply some effort:

**Organizational Integrity:** If you dare to show some social and environmental conscience, both candidates and employees often find it quite attractive. Such efforts can be achieved apolitically & successfully.

**People and Culture Vibes:** An environment that encourages collaboration, approachability and recognizes deserving employees is worth striving for. While this may seem obvious, it is important to honestly consider how your company “feels” to others.

**Role Support:** Are your employees fulfilled? Do you know? While it would be nice to ask each of them, daily, there are some actions that can help. These include positive role perceptions, development & advancement, as well as strong management, technological support and general flexibility in terms of working arrangements.

**Financial Well Being:** While traditional packages including salary, bonuses, insured benefits are always going to resonate, a well-executed EVP can soften an employee’s demands when some of these intangibles are well addressed.

Keep in mind, all of these efforts must be communicated effectively, both internally and externally. So, take time to assemble a winning value-rich culture and then share it proudly. It will make a difference in your bottom line, guaranteed.

#### CONTACT US:

HR Workplace Services Inc.

866-691-7757 [support@hrworkplaceservices.com](mailto:support@hrworkplaceservices.com)

HR Workplace Services Inc. partners with the nation’s pre-eminent insurance brokers and agencies providing their clients with Human Resources support, technology and consultative services. HRWS operates in all 50 states and over 25 countries and supports clients with as few as 3 employees to as many as 200,000 employees in virtually every industry.



## Missed the January 31, 2109 HR Clinic?

Things to Consider When Creating Job  
Descriptions

Email us and we will forward a copy to you.

[support@hrworkplaceservices.com](mailto:support@hrworkplaceservices.com)

Please send HR Clinic –  
January 31, 2019

\*\*\*\*\*

## The Nation's Most Surprising HR Laws

Working as human resources consultants, provides us with front-line access to some pretty remarkable events and stories. Nevertheless, even we are surprised at some of the HR-related laws still in place around the country. We expect you will be too:

1. Noncompete agreements, other than between partners and business buyers and sellers, are not enforceable in **North Dakota**. *Great spot for creative meetings!*
2. Reducing employee pay is nearly impossible in **Indiana** and cannot happen without a signed agreement that the employee can revoke at any time.
3. Discrimination based on height and weight is against the law in **Michigan**. Sounds great until hiring for box stackers.
4. A positive drug test in **Minnesota** means a treatment program/ return to work policy for first time offenders.
5. Employers in **Virginia** must be sure that everything they state in employee evaluations is true and accurate. If not, they may be held liable for what's written.
6. Employees in **Florida** may bring guns to work, as long as they are stored in their cars.

What topics would you like to see covered in the next issue of HRWS Trending?  
Send us your suggestions at [trending@hrworkplaceservices.com](mailto:trending@hrworkplaceservices.com)

## Interesting Questions Recently Asked of HRWS Advisory Staff

### Q: What is a restrictive covenant?

A: A restrictive covenant, which is usually contained within an employment contract, prevents an employee from competing with his or her employer or to acquire any new business *using information obtained by the employee during his or her employment with the employer*. A restrictive covenant can be a powerful tool in protecting an employer's business when an employee no longer works for the employer.

A restrictive covenant includes the following types of agreements: an agreement not to compete with the employer; an agreement not to solicit clients, customers or employees of the employer; and an agreement not to disclose confidential information of an employer.

However, the restrictive covenant must be narrowly tailored to protect the employer's specific interests or it will not be enforceable. Further, an employer should be aware that not all states enforce all types of restrictive covenants. (see **North Dakota** in sidebar to left)

### Q: What if providing a reasonable accommodation to a disabled employee would create hardship for another?

A: In accommodating an employee with a disability, *an employer is not required to take measures that cause undue hardship*. An employer cannot claim undue hardship based on another employee's fears or discomfort, or that it affects workplace morale.

However, an employer can argue undue hardship and deny a requested accommodation where it would be disruptive to another employee's ability to work. It may be hard to imagine such a scenario, but these instances occur all the time.

### Q: May an employer record a disciplinary meeting?

A: It depends. Whether a disciplinary meeting may be recorded depends upon a combination of applicable state & federal labor laws.

Some states make it illegal to record conversations without the consent of all of parties involved in the conversation. Other states have a "one-party consent" law, which permits recording by any one party, without the consent of the other.

Additionally, the National Labor Relations Board holds that an employer may be committing an unfair labor practice, should it terminate an employee for secretly recording a disciplinary meeting. This is because an employer may not discipline an employee who engages in an any activity that is considered "protected or concerted."

*Be advised that the information contained in Trending is for educational purposes only and a general understanding of the law, not to provide specific legal advice.*