While true when talking about the opposite sex, it is equally true when referring to the relationship between employers and employees. Disgruntled workers, a business would have no products or services to sell. Workers are the most important asset to any business, but they also pose a significant risk to the security of confidential business information and success of the business. After all, employees have easy access to confidential business information and company clients. Disgruntled employees can disrupt systems, ruin relationships, steal information and poach clients and staff, all for their own personal satisfaction or financial gain. Fortunately, employers can take some reasonable precautions to protect their business interests from these bad actors.

Use Non-Disclosure Agreements (NDA’s). A well-crafted NDA will clearly define the employer’s “Confidential Information,” permissible and impermissible use of that information by employees and the consequences for misappropriation (court injunctions, monetary damages and recovery of attorney’s fees). NDAs can be used with employees, consultants, vendors or worksite visitors who are granted access to confidential information or processes.

Use Non-compete Agreements for key employees. Not every employee need sign a non-compete agreement, but tactical use of non-compete agreements for employees with access to confidential business information or who form key customer relationships should be considered. Non-compete agreements are governed by state law and impose post-employment restrictions on employees. To be enforced by the courts, the restrictions must be reasonable under the circumstances to protect the legitimate business interests of the company. States construe non-compete agreements differently and certain states do not enforce non-compete agreements that limit an employee’s right to work for a competing business. Generally, states will enforce reasonable work-for-hire agreements and non-solicitation provisions that limit the solicitation of workers and clients. Knowledgeable legal counsel can help a business draft a defensible non-compete agreement.

Save the date for our Bankruptcy Law Institute (May 4 - 5) and Probate Law Institute (May 16) • Visit cbalaw.org for more information

APPLYING LEAN SIX SIGMA AT YOUR FIRM: PART ONE

The business of law isn’t what it used to be, the economic climate has changed and the billable hour is dying. Clients want value, and lawyers face increasing competition from customary rivals as well as emerging online DIY companies that have commoditized many of the services historically provided by traditional law firms. It is time to start thinking about how to revolutionize the way you practice law. It’s time to start thinking about accomplishing more while using less resources. For lawyers to succeed in this new marketplace, they must be efficient and effective. They must be innovative and willing to reinvent themselves to stay ahead of the pack. Today, lawyers must deliver quality legal services and value to their clients. It’s time to build a better mousetrap.

Lean Six Sigma is a methodology widely adopted in many industries that is making its way into legal. It is the marriage of two philosophies: Lean, which is all about efficiency and eliminating waste, and Six Sigma, which focuses on quality of work, or doing things right the first time. LSS is also all about the client, and understanding what is valuable to them. Value is defined as something that changes the client’s situation, something the client is willing to pay for and something that is done right the first time. If an action you are taking does not provide value to the client, it’s time to examine the process and adjust, eliminating waste. This eight-part series in Business First is going to focus on the eight Wastes – how you can recognize them and how you can work to eliminate them in your firm. Check back on March 31 as we tackle the first waste: Defects.