**THINGS TO DO TO REDUCE EXPOSURE TO DISPUTES IN THE WORKPLACE**

A company needs to review and take proactive steps that could be taken to lower the risk of business destruction through obvious exposures to different disputes with the employees. From time to time, the company as an employer needs, with the help of the business and legal departments, to review their policies, procedures, culture, and even the working environment to seal off any loopholes that may entertain disputes in the future. Not forgetting, this review process must also include the employees as stakeholders, and let them be in control of the process to a certain and reasonable degree, so that all reasonable changes come from the employees. This helps the company as the employees will be contented with the working environment making it a rarity to bring a dispute against the company.

As much as the proposal to review the company policies, laws and cultures might come from the employees, the company through the relevant team from the business, administrative and even legal departments must have the final say after weighing the proposal on a scale, to determine their viability and their risk of exposure to disputes. The company must ensure that there is a strong internal control policy and practices to reduce the risks of labour disputes arising. The companies as employers should seek to review and bolster their internal control policies, practices and culture.

It goes without saying that the employer must follow the labour laws of the jurisdiction to the latter. It is from these laws that labour disputes or any other disputes arise. Therefore, an employer that goes toe to toe with the law is very unlikely to face unprecedented disputes. Law should be seen to offer an advantage to the employer and not as a restriction.

High level of autonomy and lack of supervision may increase the risk of a malicious labour dispute as there are fewer barriers to acting out. When extensive autonomy and wide authority has been given to an employee, their sense of entitlement may grow. The employee may come to feel responsible for company success and could become disgruntled with his financial remuneration or a perceived lack of recognition. Although the employer may recognize this, they may delay serious and imaginative consideration of the situation and do not act soon enough. The employee may then opt to act in a way that births a dispute between the management and the employee. Therefore, to prevent this ripple effect, robust supervision and barriers are needed in a workplace to guide the employee. However, employers must be careful not to ‘suffocate’ the employees with a stringent supervision culture that may in turn make the work place environment unbearable for the employee.

The company also needs to proactively manage and resolve a dispute by becoming culturally aware to see what is coming. Employers can do this by having a free working environment without fear or intimidation. The Work place should have an aura of respect, where anyone can say or address any issue they have concerning the work environment. This greatly helps the employer’s awareness on reasonable issues that needs to be addressed in the workplace, some of which might be potentially legal disputes in the future.

Internal dispute resolution administrative mechanisms are the need of the hour when it comes to preventing internal disputes or potential future disputes between the employer and the employee. The good thing about internal mechanisms is that they offer a wide array of Alternative Dispute Resolution mechanism that brings the employer and the employee to reason together before an issue explodes into a court matter. It helps solve the dispute at the root, at its immediate form.

Inserting force majeure clauses in employment contracts also helps to cement the innocence of a company as an employer, especially when natural acts beyond the company’s control take a toll on the business operation, thereby leading to workforce cutting, salary cuttings etcetera, by the company. A clause like this will make the employees less frustrated hence thwarting the urge to sue/dispute with the company when an unexpected event, beyond the company’s control, actually occur leading to changes in the work environment.

A company as an employer should also distinguish between contract of service (employment) and contract for service (independent contractors). There are some works in the Workplace that do not need the employment of a person as a full time employee. In these types of works, the company can opt to deal with one time independent contractors in their own capacities. This reduces the risk of disputes. Furthermore, since an independent contractor is not a legal employee of the company, labour disputes and all the benefits arising from there are out of the picture. The matter can only be handled in the ordinary way of contract law but not employment law. Making use of independent contractor for non-regular jobs is a plus.