

Is a Promise of Continued Employment Is Legally Enforceable?

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Recently an Illinois Appellate Court considered whether an employer's oral promise of continued employment constitutes a legally binding contract. In that case, the plaintiff left a previous employer to work for the defendant based on the representations that if the plaintiff accepted employment as the head of the employer's new department "he would be employed as long as it takes to successfully build the department and then as long as he desired." The plaintiff alleged that based on those representations he left a higher paying job to work for the defendant but only two months later, he was fired. The terminated employee brought suit for breach of oral contract and promissory estoppel. In denying both claims, the appellate court held that the employer's representations to the employee during the interview process that he would be employed until the new department was "successfully established" and "for as long as he desired" were merely expressions of goodwill and hope and that the statements were not legally binding. In arriving at that conclusion the court looked to the general presumption of "employment at will" which provides that an employer may discharge for any reason at any time. An exception to that general presumption is an employment agreement for a specific duration which is clear and definite. In analyzing the employer's statements, the court found that the statement that he could work for "as long as he desired" was too vague and indefinite. Also, because the promise could not be performed within a year, the promise is not legally enforceable as a contract unless committed to writing as required by under the statute of frauds. Accordingly, whether a promise for continued employment is enforceable requires careful legal analysis. For additional information, please visit our web site at www.joettedoran.com.

**This article is not intended as legal advice. You should consult with an attorney for individual advice regarding your own situation.*

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