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Protecting Your Legal Rights-Employment Contracts and Promises

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A legally enforceable contract is one in which the parties to an agreement provide something of value to the other. To create an employment contract, the employer must make a specific offer and there must be an acceptance of those terms by the employee. A written contract is the most easily recognized employment agreement and usually contains specific terms and conditions regarding the employment relationship such as salary, responsibilities and duration. Other written documents may also be considered a contract such as employer handbooks, policy manuals, letters of agreement or letters reflecting a job offer. To determine whether such writings are deemed enforceable contracts, the facts and circumstances of a particular case must be examined. However, an employer may effectively prevent enforcement of such a writing as a contract if the document contains a disclaimer specifically stating that the document does not change the employment at will relationship.

As such, to limit an employer's right to terminate the employee at will, the document must contain language which shows the employer and employee did not intend an employment at will relationship such as, a termination for cause only provision. In addition to written agreements, promises made by an employer may also be enforceable under certain circumstances such as where the employer made a promise to take some specific action which the employee reasonably relied on as a result suffered damage. A determination of whether there is an enforceable contract or promise, requires a legal analysis of the documents and facts and circumstances surrounding the employment relationship. If you believe you have an enforceable contract or promise which has not been honored, I encourage you not to delay receiving information regarding your legal rights. You may start by visiting our web site at www.joettedoran.com for further information.

**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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