

## Know Your Rights During the Hiring Process

Results achieved in prior matters are not meant to be a guarantee of success as the facts and legal circumstances vary from matter to matter.

Most employees are hired as employees at-will. Being an at-will employee means that an employee can resign at any time with or without a reason. Additionally, an employer can terminate an employee at-will, with or without notice, for any reason or no reason at all, so long as the reason is not a violation of the law (i.e. discrimination or retaliation).

An employee may be provided an offer letter which outlines the proposed terms of employment which in an at-will relationship can be altered at any time.

An employer may request that employees sign documents, including but not limited to:

- Confidentiality Agreements
- Arbitration Agreements
- Restrictive Covenants (non-compete and non-solicit)
- Class Action Waiver

If an employer provides a contract that alters the at-will status, an employee should have the contract reviewed by an attorney.

Before starting a job, an employee may be required to undergo drug testing and/or a background check.

An employee may be provided a handbook-which is NOT a contract but merely contains the policies of the employer.

If you're starting a new job and have been asked to sign an offer letter, arbitration agreement, or non-compete clause, it's important to understand your rights before signing. The employment law team at Wilentz, Goldman & Spitzer P.A. can review your documents and advise you on how to protect your interests. **Contact us today for a confidential consultation.**

**To speak with an attorney about your legal options, please call: 732-352-9858.**