

What to Include-- and What Not to Include-- in an Offer Letter

Working Together

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An offer letter is a formal offer of employment to a job applicant. Employers also use offer letters to summarize the basic terms of employment after an applicant has accepted an oral job offer.

What to Include in an Offer Letter—the Basics

Written offer letters are not required in Connecticut, but employers in the state must inform employees upon hire about certain aspects of the job. Specifically, Connecticut General Statutes §31-71f requires employers to advise new employees in writing of the **rate of remuneration; hours of employment; and wage payment schedule**. In addition, employers must make available to employees, either in writing or through a posted notice maintained in a place accessible to employees, any employment practices and policies (and changes in these practices and policies) with regard to **wages, vacation pay, sick leave, health and welfare benefits and comparable matters**. A carefully worded offer letter can fulfill some, or all, of the requirements of the statute.

In addition to the statute's requirements, offer letters should include the employee's **start date; job title; name or title of immediate supervisor**; whether the position is **full-time or part-time**; and whether the employee will be **exempt or non-exempt** from federal and state minimum wage and overtime requirements.

Traps for the Unwary Employer

While the information noted above is fairly straightforward, there are a few landmines to avoid when drafting offer letters. Most employees are hired on an at-will basis, meaning that, in the absence of a contractual provision to the contrary, the employer or the employee can terminate the employment relationship at any time, for any legal reason. (See our prior blog on at-will employment.) The offer letter should unambiguously state that it is **not** a contract of employment and that employment is at-will. Without a clear at-will statement, the employee (or a judge) could interpret the letter as a binding employment contract, entitling the employee to damages if the employer terminates the employee without just cause.

To reinforce the at-will nature of the employment relationship, offer letters should not include direct or indirect references to long-term employment (such as a statement to the effect of "we're confident that you'll be here for the long haul"). Some employers even prefer to express a salaried employee's compensation in

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terms of a weekly, instead of an annual, wage on the theory that stating an annual salary could be construed as evidence of the employer's intent to keep the employee on the payroll for at least a year, but in our view the inclusion of an annual salary would be insufficient evidence of an implied contract for a year, particularly when the letter includes an explicit at-will statement.

Offer Letter DO's and DON'Ts

Note the following additional DO's and DON'Ts when it comes to offer letters:

- DO state that the offer is subject to the employee's provision of I-9 documentation, as well as any other contingencies required for the job, such as reference checks, drug tests and/or background checks.
- DON'T include promises about promotions, pay raises or bonuses in the offer letter.
- DO include a statement that the terms of the offer letter supersede any prior oral discussions involving the matters addressed in the letter.
- DON'T imply that the employee can be terminated only for cause or on prior notice, as these types of statements contradict the at-will nature of the employment relationship.
- DO require the employee to sign and date the offer letter, signifying the employee's acknowledgement that he or she understands the terms of the offer letter.

While many elements of the offer letter simply set forth the basic terms of employment, employers must ensure that their offer letters do not contain inadvertent promises or turn a job offer into an employment contract. When in doubt, employers should consult with legal counsel.

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