

You Can't Have It Both Ways

February 26, 2016

Employment Law Monthly - February 2016

By *Deborah H. Share*

You Can't Have It Both Ways

The New Jersey Appellate Division agreed with the prior trial court decision: an employee's signed acknowledgement of his receipt of an employee handbook that provided for mandatory arbitration was insufficient to constitute a true waiver of his right to sue his employer.

The key impact of this decision on employers is that the mere presentation of mandatory arbitration language in an employee handbook does not create a contract to arbitrate, nor does it provide any assurance that courts will enforce it. The method of presentation is what is crucial.

