Are Restrictive Covenants Enforceable When Employee Converts to ‘At-Will’ Employment?

On their firm’s website, **Gaetan J. Alfano** and **Joseph L. Gordon** of Pietragallo Gordon Alfano Bosick & Raspanti discuss a **recent case** that dealt with the question of what happens to the restrictive covenants in an employment contract when an employee converts to at-will status.

In *Metalico Pittsburgh Inc. v. Douglas Newman, et al.,* an employer had three-year contracts with two high-level executives. After the three-year period ended, they continued to work as at-will employees. A year later, the employees joined a competitor and solicited Metalico’s customers and solicited Metalico employees to join the new employer.Metalico sought a preliminary injunction to enforce the restrictive covenants.

“According to the Superior Court, because the employment agreements contained express language indicating that the employees agreed to be bound to the covenants for the duration of their employment, their status as at-will employees was irrelevant.,” the authors write.

Read the article.

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