Three major exceptions

Employment-At-Will Doctrine Employment-At-Will Doctrine: three major exceptions From my research of this topic it Is obvious that the united States Is still the only industrialized nation that lacks a national wrongful dismissal statute. The reason for the lack of such is not of course the federal structure of the united States. In the United States, employees without a written employment contract generally can be fired for good cause, bad cause, or no cause at all; Judicial exceptions to the rules seek to prevent wrongful terminations. The employment-at-wil doctrine is not without ts limits.

Terminations initiated by the employer must not be discriminatory or in violation of specific federal or state laws. This is a good example of employment -at- will doctrine the employer is legally prohibited from taking any adverse employment action against an employee because of his or her race, gender, age. disability, national origin, or any other legally protected characteristic or activity. Like so many other people and workers in the united States we believe that satisfactory job performances should be rewarded with other benefits and job security.

As an mployee you feel that you won't get fired if you perform your Job well but this has eroded in recent decades in the face of an increased incidence of mass layoffs, reductions in company's workforce, and Job turnovers. In the last half of the 19th century, employment In the united states has been at will or terminable by either the employer or employee for any reason whatsoever. The employment-at-will doctrine vows that when an employee does not have a written employment contract and the term of employment is of indefinite duration, the employer can terminate the employee for good cause, bad cause, or no cause at all.

The courts viewed the relationships between employer and employee as being on equal footing In terms of bargaining power. It is believed that the employment-at-will doctrine reflected the belief that people should be free to enter into employment contracts of a specified duration, but that no obligations attached to either employer or employee it a person was hired without a contract. Because employees were able to resign from positions they no longer cared to occupy employers were permitted to discharge employees at their whim. As you notice the industrial revolution planted the seeds for the erosion f the employment-at-will doctrine.

When employees began forming unions, the 'Of3 collective Dargalnlng agreements tney negotlatea wltn employers Trequently naa provisions in them that required Just cause for adverse employment actions, as well as procedures for arbitrating employee grievances. These protections reflected the changing view of the relationship between employer and employee. Rather than seeing the relationship as being on equal footing, courts and legislatures slowly began to recognize that employers frequently have structural and economic advantages when negotiating with potential or current employees.

It is the recognition of employment as being central to a person's livelihood and well-being, coupled with the fear of being unable to protect a person livelihood from unjust termination, led to the development of common-law, or Judicial, exceptions to the employment-at-will doctrine. The three major exceptions to the employment-at-will doctrine is principally address terminations that although they technically comply with the employment-at-

will requirements, do not seem Just. Another exception prevents terminations for reasons that violate a State's public policy.

Another recognized exception prohibits terminations after an implied contract for employment has been established; such a contract can be created through employer representations of continued employment, in form of either oral assurances or expectations created by employer handbooks, policies, or other written assurances. Finally a minority of states has read an implied covenant of good faith and fair dealing into the employment relationship. The good faith covenant has been interpreted in different ways, meaning that terminations must be for cause to eaning that terminations cannot be made in bad faith or with malice intended.

There are only six western States that recognize all three of the major exceptions and three southern States that do not recognize any of the three major exceptions to employment at will. Remember the public policy exceptions is when an employer may not fire an employee if it would violate the state's public policy doctrine or a state or federal statute. This includes retaliating against an employee for performing an action that complies with public policy as well as refusing to perform an action hat would violate public policy. There are forty-three U.

S. states and the District of Columbia recognize public policy as an exception to the at-will rule. In conclusion suits seeking damages for constructive discharge in which an employee alleges that he or she was forced to resign, and for wrongful transfer or wrongful demotion have increased in recent years. Accordingly, nowadays employers must be weary when they seek to

end an employment relationship for good cause, bad cause, or, most importantly, no cause at all.