

# Steps to take before terminating an employee



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Termination process defined as (the end of an employee's duration with an employer, depending on the case, the decision may be made by the employee, the employer, or mutually agreed upon by both). There is important basis for an employer to terminate an employee without being sued is the employment-at-will doctrine. It is just a statement that is signed by both the employee and employer at the time of hire that states that the employee can quit at any time for any reason without notice and that the employer can terminate the employee at any time for any legal reason. ( Lee. E, 1996)

Federal laws create most of the limitations to the employment-at-will doctrine and The first restriction imposed on the employment-at-will doctrine is state law. A lot of states require " just cause" before the employer is able to terminate the employment relationship. As in the states of California and New York, state law requires that an employer have " just cause" before they can legally terminate an employee, and if the employee suspects that they have been frivolously terminated they can bring suit against their employer and collect damages for loss of income due to the illegal termination of their job.

Also federal laws and Protective provisions outlined in state create the second set of limitations that make it illegal for employers to terminate an employee based on protected statuses. and for example It is against federal law to terminate an employee because she is pregnant, because the employee is over forty years of age, or because the employee is not white.

Also the Public policies and interests must be taken into consideration when terminating an employee as these considerations may make the termination illegal, for example, an employer cannot fire an employee because they took time off to serve on jury duty, and also it is not legal to terminate an employee because they refused to perform an illegal act that their boss ordered them to do. ( Lee. E, 1996) Employment contracts may limit when and why the relationship can be terminated While the employment-at-will doctrine does give employers and employees certain freedom to enter and exit the employment relationship.

There is a signed contract can give employees protection against being terminated for the life of the contract or provide them with a specified monetary compensation if they are terminated before the contract expires. For the employer, the contract also protects their investment in the employees by requiring them to serve the company for the entire duration of the contract , it is also helps to limit the threat of turnover by highly skilled and desirable employees. Lee. E, 1996). Also there are Implied contracts can impact the employer's legal ability to terminate an employee. These important specific situations can really get employers into legal trouble if they are not aware that their oral assurance that employment with their company is guaranteed as long as the employee " keeps their nose clean" and is just as binding and defensible in a court of law as a written contract making the same claim.

And we can avoid trapping in this situation we must avoid making any kind of statement at the onset of employment that could be interpreted as a guarantee of employment regardless of circumstances or the employee's

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performance. (Lee. E, 1996) The last important issue that can determine the legality of a termination is the covenant of good faith and fair dealing outlined in the Uniform Commercial Code that states that " every contract... imposes an obligation of good faith in its performance or enforcement. What this means in regards to an employment relationship is that employers must act in good faith when entering into an employment contract with an employee. So they mustn't set out intending to act in a manner that is devious or malicious, this includes not entering into an employment contract intending to terminate the employment relationship prematurely or on a whim. ( Lee. E, 1996)