



TREMBLY
LAW FIRM



EMPLOYMENT LAW: THE BASICS OF AT-WILL EMPLOYMENT

Here at Trembly Law, we have a number of core practice areas. Contract formation is just one of those key areas. Another key area is employment law.

In our upcoming posts, we will touch on various employment-related issues which we have experience with. Our goal is to both educate our readers and also highlight our areas of expertise.

In this post, we will discuss the concept of “at-will” employment. Most people have at least some familiarity with this concept. Given its importance, we thought it would be prudent to cover this notion in a bit of detail.

Essentials of At Will Employment

When a business hires an employee, that employee can work under different employment arrangements. One of those arrangements is referred to as “at-will” employment. In simple terms, at will employment means that an employer can fire or layoff its employee for basically any reason (or no reason). The employer does not need to show “good cause” for firing or laying off the employee. In most cases, of course, employers will provide at least some reason when they decide to fire an employee. But the key point here is that, under the at will arrangement, the employer is not legally required to do so.

At Will Employment is the Default Arrangement

In the absence of a formal employment contract, the default work arrangement is at-will employment. In many cases, employees begin working for an employer without a formal contract. In such cases, the employees may wonder: am I at will, or does my employer need “good cause” to let me go? In every state except Montana, the law presumes that the work arrangement between employer and employee is at will.

If you prefer not to work in such conditions, you have the option of creating a formal employment contract. This type of contract will give you the opportunity to put conditions on your employment which may make your job more secure or predictable. For instance, many workers establish employment contracts that have fixed lengths of time. This guarantees that the employee will remain working for that period, or else the employer may be liable for unpaid salary. So, as an example, an employee might develop a contract to work for 1 year; if the employer decides to fire that employer within 1 year for a frivolous reason, the employer will still need to pay that employee's salary for the remainder of the contract. This can lead to situations in which a former employee is being paid not to work! In any case, if you're worried about at-will employment status, consider developing a contract with your employer.

At-Will Employees Still Have Certain Rights

Even though an employer can fire you without good cause under at-will employment, you still have certain rights, and your employer cannot fire you for any reason.

You are protected by certain anti-discrimination laws which make it illegal for your employer to fire you for some reason. For instance, your employer cannot fire you on the basis of race, religion, sex, or other classifications. If you believe that your previous employer fired you for discriminatory reasons, you may have a viable claim.

Contact Trembly Law for More Information Today

This is just a broad introduction to the topic of at-will employment. We hope that this introduction was useful for both employees and employers. If you're an employer and you'd like to learn more about at-will employment or anti-discrimination protections, or any other related topic, give [Trembly Law Firm](http://www.tremblylaw.com) a call today. Call us at 954-280-6677 today for more information.

