
EMPLOYER ALERT

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EMPLOYMENT-AT-WILL IN OHIO
What does it mean?

Ohio is an employment-at-will state, which generally means that either the employer or the employee may terminate the employment relationship at any time without cause. From an employer's viewpoint, employment-at-will is generally desired, as the employer does not have to justify why it is terminating the employee's employment or prove that it had "just cause."

There are some circumstances, however, that, if present, can create something other than an employment-at-will relationship. For example, if the employer and the employee negotiate and enter into an employment contract, and the employment contract provides that the employer must have "just cause" to terminate the employment relationship, the employer is bound by that contractual provision.

Likewise, if there is a collective bargaining agreement between the employer and a union representing the employees, the collective bargaining agreement may provide the employee with job security that would not otherwise exist.

Furthermore, some public employees have contractual or statutory rights which require the public employer to have grounds to terminate the employment of the public employee. This is another exception to the employment-at-will doctrine.

While an employer may be free to discharge an employee "without cause," the employer may not discharge the employee because of the employee's race, color, sex, national origin, religion, age, handicap, disability, or for any other reason provided by law, such as retaliation for filing a workers' compensation claim or retaliation against a whistle-blower.

Another exception to an employment-at-will relationship may exist under the doctrine of "promissory estoppel." Under this doctrine, the employer is estopped (prevented) from discharging an employee if the employer has promised the employee something more than employment-at-will. The promise may be an express promise or one that is implied by the circumstances. Because of the doctrine of promissory estoppel, it is very important for employers to make certain that employees are informed, and acknowledge, that they are employed at will, and that no one may change that at-will status unless it is done so in writing by an officer of the company. This is often called a disclaimer. The disclaimer should be set forth in all employment applications, letters of hire, and employee handbooks.

We here at Manos, Martin, Pergram & Dietz Co., LPA will be glad to answer any questions you may have about employment at will.

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