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Employment At Will

Sticking With Our Union: *In this series of short educational articles, AFSCME Florida discusses the strengths we have through constitutionally protected collective bargaining in Florida and what is at stake in making sure our contracts stay in place. To preserve your contract and voice for fair wages, benefits, job security, safe workplaces and retirement with respect and dignity, go to www.afscmefl.org/join to join your local and make sure your co-workers do the same.*

According to Charles J. Muhl in *Monthly Labor Review*, "In the United States, employees without a written employment contract generally can be fired for good cause, bad cause, or no cause at all."

The Industrial Revolution planted the seeds for the erosion of the employment-at-will doctrine. When employees began forming unions, the collective bargaining agreements they subsequently negotiated with employers frequently had provisions in them that required just cause for adverse employment actions, as well as procedures for arbitrating employee grievances. The 1960s marked the beginning of Federal legislative protections (including Title VII of the 1964 Civil Rights Act) from wrongful discharge based on race, religion, sex, age, and national origin.

There are three exceptions applied to terminations that, although they technically comply with the employment-at-will requirements, do not seem just. *However, Florida is one of only four states that do not recognize any of the three major exceptions to employment at will.*

1. **Public-policy exception:** If an employee is wrongfully discharged when the termination is against an explicit, well-established public policy of the State, 43 of 50 states recognize this exception, but not Florida.
2. **Implied-contract exception:** The typical situation involves handbook provisions which state that employees will be disciplined or terminated only for "just cause" or under other specified circumstances, or provisions which indicate that an employer will follow procedures before disciplining or terminating an employee. All told, 38 of the 50 States, recognize this exemption, but again...not Florida.
3. **Covenant-of-good-faith exception:** It has been interpreted to mean either that employer personnel decisions are subject to a "just cause" standard or that terminations made in bad faith or motivated by malice are prohibited. Only 11 states recognize this exception and Florida certainly does not.

Unless you like the idea that you can be fired for good cause, bad cause, or no cause at all, act now to join your union to maintain the job protections, security and fairness guaranteed in your union contract.