

Publications

Labor and Employment Alert: Yes, Virginia, At-Will Employment Ends With or Without Advance Notice

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In Virginia, when an employment contract does not specify a time period for its duration, either party is ordinarily at liberty to terminate it at-will on giving reasonable notice of his or her intention to do so. The Virginia Supreme Court recently reaffirmed that employment-at-will means that such employment can be terminated at any time.

In *Brenda Johnson v. William E. Wood & Associates*, Brenda Johnson was suddenly terminated without notice after working for the company for 17 years. She claimed that she was wrongfully discharged because the requirement to give “reasonable notice” to an at-will employee before terminating her included a temporal component. Thus, an employer was required to give notice some amount of time – which Johnson left undefined and indeterminate – before termination. The Supreme Court disagreed.

“The nature of the at-will relationship supplies the answer.” The Court explained that an at-will employee remains free to leave his or her employment for any reason or no reason, while an employer remains free to terminate that employee without giving a reason. As to timing, an employer may terminate an at-will employee “at any time without more ado. Imposing a requirement of reasonable advance notice is antithetical to the flexibility that lies at the heart of the at-will doctrine and would undermine the indefinite duration element of at-will employment.” The Court concluded that the phrase “reasonable notice” “simply means effective notice that the employment relationship has ended.” Brenda Johnson, for example, was told that she was being terminated, and so she received effective notice that her employment had ended.

Contact your Vorys lawyer if you have questions about forming or ending an individual's employment.