

News

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## Did Employer Create an Implied Contract with Domestic Violence Victim?

If an employee has to transfer to a facility in a different state to get away from domestic violence, what are her responsibilities to her employer, and the company's toward her? A federal court sitting in Ohio recently sorted out the issues.

**What happened.** Karen Melott, who worked as a customer service supervisor for cable company ACC Operations in Chillicothe, had signed an employee handbook acknowledging that her employment was at will. That meant that ACC could fire her at any time and for any reason except an illegal one.

In July 2003, she told ACC managers that her husband was abusive and that she needed to move secretly to another ACC location to protect herself and her children. She found a job at another ACC office in Florida and agreed on an hourly wage and a start date. Her Chillicothe supervisors agreed to keep the transfer confidential and to help her in any way they could. When the threats of violence escalated at home, she left for Florida earlier than she had planned, and merely called Chillicothe every day and stated that she wouldn't be in. She didn't ask for managers' approval before her early departure.

Eventually, her paid leave was exhausted and she was fired for her absences. The ACC Florida office told her that the termination disqualified her from working there. She sued ACC for breach of contract.

**What the court said.** In general, Ohio employees work at will, with some exceptions, one of which occurs when an implied contract alters the employer's right to fire an employee at any time. Here, there was no explicit contract, so the court searched for an implied contract.

Melott argued that the ACC managers' assurance that they would help her transfer to Florida amounted to an implied contract that altered her status as an at-will employee, and guaranteed her employment until she began working in Florida. But the court said that the vague offer to help Melott did not amount to a binding contract to limit the terms of her discharge: The parties didn't agree that ACC would continue to employ her for a particular duration, and didn't tell her that her job in Ohio would remain secure regardless of attendance. And the fact that the ACC

facility in Florida set a start date and agreed to an hourly wage didn't change the presumption that her employment was to be at will. *Karen Melott v. ACC Operations, Inc.*, U.S. District Court for the Southern District of Ohio, No. 2:05-CV-063 (7/10/06).

**Point to remember:** Communication between HR and an employee in a domestic violence situation is both compassionate and sensible. If this employer had taken measures to find out what was going on with an employee in acknowledged trouble, perhaps the parties could have agreed on an arrangement that would have saved her job and the company the expense of litigation.

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