

Missouri Court of Appeals Rejects Expansion of Public Policy Exception to At-Will Employment

August 2, 2013 9:37 AM | *Posted by* David Kight |



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The Missouri Court of Appeals in *Hedrick vs. Jay Wolfe Imports I, LLC*, Case No. WD76013 (Mo. App. July 30, 2013) refused to extend the public policy exception to the at-will employment doctrine for an employee of a car dealership who lost his job when his girlfriend bought a car at another dealer.

Hedrick was the internet service manager for Jay Wolfe Honda. His live-in girlfriend wanted a Honda. However, Hedrick felt the price from Jay Wolfe was too high. She shopped around and found a lower price. Jay Wolfe Honda followed up and when Hedrick confirmed that she purchased a Honda at another dealer, he was fired. Jay Wolfe contended that Hedrick was required to give Jay Wolfe the opportunity to match the price. Hedrick's failure to do so breached Jay Wolfe Honda's policy, they contended.

Hedrick filed suit in Jackson County, Missouri alleging a violation of the public policy exception to the at-will employment doctrine, which permits employers to terminate employees for any reason, or no reason, so long as the termination is not for a reason that violates public policy. Hedrick argued that that Missouri has a clear public policy of allowing citizens to freely conduct business and that by patronizing his employer's competitor for a better price in purchasing a Honda, he and his live-in girlfriend acted in accordance with a public policy that Missouri encourages. The trial court dismissed Hedrick's case, finding that Hedrick had not met his burden to prove an exception to the at-will doctrine applied to this situation.

The Court of Appeals agreed. In ruling against Hedrick, the Court of Appeals held that it was not clear that a public policy exception existed for the type of transaction that Hedrick was fired for. The Court of Appeals also pointed out that it was not Hedrick, but his girlfriend, who had made the purchase. The Court of Appeals ultimately ruled that Hedrick had not met his burden to establish that an exception to the at-will doctrine applied. The dismissal of his case was upheld.

Employer Tip: This is a positive ruling for employers in that it illustrates that Missouri courts are not going to create public policy exceptions to the at-will employment doctrine easily.