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The Meaning of At-Will Employment in Massachusetts

by Casey Sack, Esq.

The at-will employment doctrine is a double-edged sword in the workplace, offering both freedom and uncertainty. It gives employees the flexibility to walk away from a job without strings attached, while employers can make staffing changes swiftly without protracted legal complications. Yet, with this freedom comes a shadow of unpredictability—where job security can feel fragile, and a slight shift in business priorities could lead to sudden dismissal. While the doctrine may appear straightforward, it exists within a complex web of protections and exceptions, ensuring that beneath the surface of at-will employment, certain rights remain firmly guarded.

Massachusetts is one of the many states that follows the at-will employment doctrine. Under this principle, both employers and employees have the freedom to terminate the employment relationship at any time, with or without cause, and without prior notice. This flexibility means that, in most cases, an employer does not need to provide a reason to fire an employee, nor does an employee need to give a reason to resign.

However, like other states that follow this doctrine, there are important legal exceptions to at-will employment in Massachusetts. Employers cannot terminate employees for reasons that are illegal, such as discrimination or retaliation. Massachusetts state laws, as well as federal laws, protect workers from being fired



based on characteristics such as race, religion, gender, age, disability or national origin. The state also protects employees from retaliation for reporting workplace violations, including harassment, discrimination or unsafe working conditions. Employees who raise concerns about illegal activities in the workplace or refuse to participate in them are also protected under public policy exceptions.

Massachusetts also recognizes the concept of implied contracts, which can override the at-will status. For instance, if an employer makes specific promises of job security or sets out disciplinary procedures in an employee handbook that imply a process for termination, the employer may be required to follow those procedures before firing an employee. Even if there is no written contract, courts may interpret employer policies or verbal assurances as creating an implied agreement. In addition to state and federal protections, Massachusetts employees who belong to unions or are covered by collective bargaining agreements may have additional job security beyond the at-will standard.

While at-will employment provides flexibility, it is essential for both employees and employers to understand that this freedom is not unlimited. Violating the exceptions to the at-will doctrine can result in legal consequences, ensuring that employees still have significant protections under the law in Massachusetts.