

Notes of Decisions for 39-2-913. Preemption of common-law remedies

Notes Of Decisions

In general

Wrongful Discharge Act did not preclude employee from asserting claims against employer for breach of express and implied contract and breach of covenant of good faith and fair dealing in addition to claims under Act; the additional claims arose from employer's alleged breach of employment contract rather than from alleged wrongful discharge. MCA 39-2-901 et seq. , 39-2-902 , 39-2-913 . Beasley v. Semitool, Inc., 1993, 258 Mont. 258, 853 P.2d 84 . Labor And Employment 🔑 852

Except for causes of action for discharge governed by other state or federal statutory procedure, Wrongful Discharge From Employment Act provides exclusive remedy and procedure for actions formerly governed by common-law requirements and prior statutes governing employment relationship. MCA 39-2-503 , 39-2-902 to 39-2-904 , 39-2-912 , 39-2-913 ; MCA 39-2-504 , 39-2-505 (Repealed). Meech v. Hillhaven West, Inc., 1989, 238 Mont. 21, 776 P.2d 488 . Labor And Employment 🔑 852

Claims barred

Not all tort or contract claims are barred by Wrongful Discharge From Employment Act, merely because they arise from employment; rather, only those tort or contract claims which are "for discharge" are barred. MCA 39-2-912(2) , 39-2-913 . Basta v. Crago, Inc., 1996, 280 Mont. 408, 930 P.2d 78 . Labor And Employment 852

Wrongful Discharge From Employment Act (WDFEA) barred former county employee's claim against county for breach of implied covenant of good faith and fair dealing, where former employee did not allege any separate circumstances apart from her discharge to support claim for breach of implied covenant of good faith and fair dealing or any separate damages arising from such breach. MCA 39-2-913 . Mysse v. Martens, 1996, 279 Mont. 253, 926 P.2d 765 . Counties 67 ; Public Employment 251

Former employee's claims for violation of implied covenant of good faith and fair dealing and intentional infliction of emotional distress were barred by Wrongful Discharge from Employment Act unless acts occurred prior to effective date of Act. MCA 39-2-905(3) , 39-2-913 . Dagle v. City of Great Falls, 1991, 250 Mont. 224, 819 P.2d 186 . Damages 57.59 ; Labor And Employment 852

Claim for discharge

Usual and ordinary meaning of "claim for discharge," as such term is used in Wrongful Discharge from Employment Act (WDEA), does not encompass any and all claims employee may have against employer, but only those claims for damages caused by asserted wrongful discharge. MCA 39-2-913 . Kulm v. Montana State University-Bozeman, 1997, 285 Mont. 328, 948 P.2d 243 . Labor And Employment 🔑 758

No claim for discharge may arise from tort or express or implied contract under provisions of Wrongful Discharge from Employment Act. MCA 39-2-913 . Dagle v. City of Great Falls, 1991, 250 Mont. 224, 819 P.2d 186 . Labor And Employment 🔑 758 ; Labor And Employment 🔑 835

Independent claims

Although Montana's Wrongful Discharge From Employment Act (WDFEA) provides that no claim for discharge may arise from common-law remedies such as tort or express or implied contract, WDFEA does not limit a claimant's right to plead an independent cause of action in conjunction with a claim thereunder. MCA 39-2-913 . Ruzicka v. First Healthcare Corp., 1997, 45 F.Supp.2d 809 . Labor And Employment 🔑 852

Montana's Wrongful Discharge From Employment Act (WDFEA) does not preclude an employee who is subjected to tortious conduct on the part of an employer, that is separate and independent from the claim of wrongful discharge, from seeking legal redress upon that separate and independent claim. MCA 39-2-913 . Ruzicka v. First Healthcare Corp., 1997, 45 F.Supp.2d 809 . Labor And Employment 🔑 852

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Wrongful Discharge From Employment Act (WDFEA) does not limit claimant's right to plead independent cause of action in conjunction with claim under the Act. MCA 39-2-913 . Mysse v. Martens, 1996, 279 Mont. 253, 926 P.2d 765 . Labor And Employment 852

Contract for term

A claim for relief which is predicated on discharge from employment is barred if the employment is for a specific term under a written contract of employment and that term has expired. MCA 39-2-912(2) , 39-2-913 . Stowers v. Community Medical Center, Inc., 172 P.3d 1252, 340 Mont. 116 (2007) . Labor And Employment 40(2)

Assuming memorandum from employer to employee was written employment contract, employer and employee did not enter into written employment contract "for a specific term" and, therefore, Wrongful Discharge From Employment Act barred employee's breach of contract and breach of implied covenant of good faith and fair dealing claims against employer; memorandum simply stated proposed salary for first two years of employment, did not specify termination date or hiring date, and employee's testimony indicated he was unclear as to what parties actually agreed would be specific term of his employment. MCA 39-2-912(2) , 39-2-913 . Basta v. Crago, Inc., 1996, 280 Mont. 408, 930 P.2d 78 . Labor And Employment 40(3) ; Labor And Employment 852

Adoption of regulation by Commissioner of Higher Education authorizing him, with adequate notice, not to renew one year employment contract did not violate public policy requiring just cause for termination or deprive employee of remedies available under Wrongful Discharge From Employment Act, as Act itself excluded from just cause requirement discharge of employee covered under written contracts of employment similar to employee's. MCA 39-2-901 et seq. , 39-2-902 , 39-2-904 , 39-2-912 , 39-2-913 . Farris v. Hutchinson, 1992, 254 Mont. 334, 838 P.2d 374 . Education 1123(2) ; Public Employment 257