

# Does USERRA apply to contract workers?

The Uniformed Services Employment and Reemployment Rights Act (USERRA) prohibits discrimination against people based on military service and requires employers hold jobs open for those called to active duty. The law prevents employers from discharging returning service members for anything except “cause” for a year after their return.

But what if the service member is working under an employment contract? What if that agreement has a termination clause built in? Does USERRA prevent the employer for exercising that contractual term?

**Recent case:** Richard, a military reservist, was the only orthopedic surgeon at a small Tennessee hospital. He was offered a permanent job but wanted to keep his “options open.” So he only signed a one-year contract that included a 90-day termination notice from either party for any reason. There was no provision for an extension beyond one year. The hospital knew of his military commitment.

Richard was deployed to Iraq. Heritage exercised the 90-day termination clause and hired another doctor. When Richard returned, he demanded reinstatement of his contract and sued.

The court dismissed the case, saying that while service people who hold what amount to indefinite employment do have a right to reemployment following service, those in temporary jobs do not. Because Richard worked under a short-term contract, he could not have believed he had indefinite employment. (*Slusher v. Heritage Medical Center*, No. 15-5256, 6th Cir., 2015)