

STATE OF MICHIGAN
COURT OF APPEALS

JOSEPH J. DEMETER,

Plaintiff-Appellant,

v

MULTI-MOLDING COMPANY d/b/a CERTIFIED
ENGINEERING & DESIGN, INC.,

Defendant-Appellee.

UNPUBLISHED

March 14, 1997

No. 188923

Macomb Circuit Court

LC No. 93 005355 NZ

Before: Corrigan, C.J., and Doctoroff and R.R. Lamb,* JJ.

PER CURIAM.

In this wrongful discharge action, plaintiff appeals by right the order granting defendant's motion for summary disposition under MCR 2.116(C)(10) (no genuine issue of material fact). We affirm.

Defendant Multi-Molding Company terminated plaintiff Joseph J. Demeter from his employment as a maintenance employee. Plaintiff alleges that he has raised genuine issues of material fact regarding the existence of a just-cause employment contract and his legitimate expectations of just-cause employment based on defendant's policies. After reviewing the record, we reject plaintiff's claims.

Regarding his contract theory claim, plaintiff has failed to overcome the presumption of an employment at-will policy. He has not offered sufficient objective support for his claim. *Rood v General Dynamics Corp*, 444 Mich 107, 137; 507 NW2d 591 (1993).

Plaintiff argues that, in deposition testimony, key agents of defendant confirmed that defendant had a just-cause employment policy. The deposition testimony, however, does not provide sufficient objective support to bolster a just-cause employment policy under a contract theory. The statements to which plaintiff refers, that the president and the plant manager thought there should be a reason to fire an employee, were similar to statements made in *Schippers v SPX Corp*, the companion case to *Rood*, 444 Mich at 122. Our Supreme Court held that the apparent existence of an informal policy requiring a

* Circuit judge, sitting on the Court of Appeals by assignment.

good reason to terminate an employee did not provide sufficient objective support for the plaintiff's interpretation of the statements. *Id.* at 126. Applying *Schippers*, we conclude that plaintiff has not offered objective support of a formal just-cause employment policy.

Plaintiff also fails to raise a genuine issue of material fact regarding alleged job assurances by the plant superintendent. The statements to plaintiff were not clear and unequivocal so as to overcome the presumption of an at-will employment policy. *Id.* at 119. Further, the statements did not clearly establish defendant's intent to form a just-cause employment contract. *Rowe v Montgomery Ward & Co, Inc*, 437 Mich 627, 645; 473 NW2d 268 (1991).

Additionally, plaintiff's claim that his unique position was proof of a just-cause employment contract is without merit. Plaintiff's duties as a maintenance worker included plumbing responsibilities, hooking up machinery, and driving a truck. This was not the type of unique position envisioned in *Toussaint v Blue Cross & Blue Shield of Michigan*, 408 Mich 579, 611-612; 292 NW2d 880 (1980) and does not support a finding that plaintiff specifically had negotiated a just-cause employment contract.

Plaintiff next asserts that a genuine issue of material fact exists regarding a just-cause employment contract because defendant's progressive disciplinary policy was devoid of an at-will termination policy. Neither the work rules nor the new-hire checklist upon which plaintiff relies, however, evidence defendant's clear intent to enter into a just-cause employment contract. *Rood, supra* at 135. Further, the absence of at-will employment language does not establish a just-cause employment policy.

Plaintiff finally argues that defendant's policies reasonably instilled legitimate expectations of just-cause employment. No specific language in defendant's policies supports such a claim. The work rules and the new-hire checklist did not contain mandatory provisions or specific procedures regarding employee discharge. Nor did the rules and checklist contain language that set forth a specific definition of an involuntary termination and discharge. *Id.* at 141-143.

Accordingly, plaintiff has failed to establish a just-cause employment contract with defendant. Therefore, the circuit court properly granted defendant's motion for summary disposition.

Affirmed.

/s/ Maura D. Corrigan
/s/ Martin M. Doctoroff
/s/ Richard Ryan Lamb