

STATE OF MICHIGAN
COURT OF APPEALS

JANET K. MORRISON,

Plaintiff-Appellant,

v

NORTHWOOD TRANSPORTATION CREDIT
UNION, a/k/a BUS TRANSPORTATION CREDIT
UNION,

Defendant-Appellee.

UNPUBLISHED

September 12, 1997

No. 181679

Oakland Circuit Court

LC No. 92-442818-CK

Before: Taylor, P.J., and Griffin and Saad, JJ.

PER CURIAM.

In this wrongful discharge case, plaintiff appeals as of right from a judgment of no cause of action in favor of defendant entered after the trial court granted defendant's motion for a directed verdict. In particular, plaintiff argues that the trial court erred in excluding: (1) a 1961 policy manual and (2) her testimony regarding an oral representation allegedly made by members of defendant's board of directors prior to her employment. We see no error and affirm.

After working for defendant and its predecessors for twenty years, plaintiff was terminated shortly after certain allegations of financial improprieties in her division were raised. Plaintiff contends that the improprieties were caused by another individual in her division, and that plaintiff was discharged without just cause.

In Michigan, employment contracts for an indefinite duration are presumptively terminable at will. *Dolan v Continental Airlines*, 454 Mich 373, 383; 563 NW2d 23 (1997); *Rood v General Dynamics Corp*, 444 Mich 107, 116; 507 NW2d 591 (1993). To overcome this presumption, a party must present proof of either a contractual provision for a definite term of employment or a provision forbidding discharge absent just cause. *Rood*, 444 Mich at 117. Company policies and procedures may become an enforceable part of an employment relationship if such policies and procedures instill legitimate expectations of job security in employees. *Dolan*, 454 Mich at 384.

To support her assertion of “legitimate expectations,” plaintiff sought unsuccessfully to introduce a policy manual. Though she was not hired until 1969, and though the Detroit Greyhound Employees Federal Credit Union consolidated with other organizations before 1960 to become the Bus Transportation Credit Union, plaintiff sought to introduce the 1961 policy manual of “Detroit Greyhound Employees Federal Credit Union.” Despite these problems, plaintiff sought to introduce a portion of the “Seniority” provisions in the manual, which stated that discharge for just cause was one of several enumerated ways to lose seniority.

We hold that, as a matter of law, there was no error in refusing to admit this evidence. This section relates to company benefits, not to continued employment. See *Peters v Mansfield Screw Machine Products Co*, 73 Ohio App 3d 197, 201; 596 NE2d 1071, 1074 (1991) (reaching this conclusion on same argument). Under *Rood*, policies in a handbook or manual may become part of an employment contract only when the circumstances clearly and unambiguously so indicate. 444 Mich at 140-141. Additionally, there was insufficient foundation to demonstrate that this policy binds defendant in any way. The circuit court properly excluded this evidence.

The trial court also excluded plaintiff’s testimony that during negotiations prior to her employment with defendant, Kenneth Webster, the president of defendant’s board of directors at the time, and Thomas Duffy, the treasurer, stated that if she came to the credit union, she would have a job as long as she did her job. Although some pre-employment assurances may create a binding contract, see *Rood*, 444 Mich at 124-125; *Rowe v Montgomery Ward & Co*, 437 Mich 627, 641-644; 473 NW2d 268 (1991), this comment was merely an “optimistic hope of a long relationship” *Rood*, 444 Mich at 118, and is insufficient, as a matter of law, to establish a binding obligation, *id*, at 118-119, or to support a legitimate expectation of job security.

Affirmed.

/s/ Clifford W. Taylor
/s/ Richard Allen Griffin
/s/ Henry William Saad