

STATE OF MICHIGAN
COURT OF APPEALS

THOMAS HALLIGAN,

Plaintiff-Appellant,

v

FRIENDLY FUN CENTERS, INC., F.F.C
BOWLING, INC., and ROGER ROBINSON,

Defendants-Appellees.

UNPUBLISHED

April 21, 2000

No. 212473

Oakland Circuit Court

LC No. 97-547453-CK

Before: Collins, P.J., and Neff and Smolenski, JJ.

MEMORANDUM.

Plaintiff appeals as of right the order granting defendants' motion for summary disposition in this employment contract dispute. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

After negotiations, defendants hired plaintiff to become their general manager. On November 30, 1995, plaintiff and defendant Roger Robinson signed a memorandum outlining some of the conditions of plaintiff's employment. No set term of employment was stated, and the document made no reference to job security. Before beginning work, plaintiff signed a terms of employment agreement that indicated that plaintiff was an at-will employee. The agreement further provided that it superseded all prior understandings and agreements.

Defendants sold their operation, and when plaintiff was not offered a general manager position with the new owner, he brought this action for breach of contract. The trial court found that plaintiff was an at-will employee and granted defendants' motion for summary disposition.

Generally, employment relationships are terminable at the will of either party. However, the presumption of employment at will can be rebutted so that contractual limitations are imposed on an employer's right to terminate employment. *Toussaint v Blue Cross & Blue Shield of Michigan*, 408 Mich 579; 292 NW2d 880 (1980). The presumption of employment at will is overcome with proof of either a contract provision for a definite term of employment, or one that forbids discharge absent just cause. *Lytle v Malady (On Rehearing)*, 458 Mich 153, 164; 579 NW2d 906 (1998). A plaintiff can

prove such contractual terms in three ways: (1) proof of a contractual provision for a definite term of employment or a provision forbidding discharge absent just cause; (2) an unequivocal express written or oral agreement regarding job security; or (3) an implied contractual provision where an employer's policies instill a legitimate expectation of job security in the employee. *Id.*

Plaintiff relies on a signed memorandum to establish a just cause contract. However, this document contains no clear and unequivocal language providing for job security, and there is no statement in the document concerning a definite term of employment. In addition, after the memorandum was signed, plaintiff signed another agreement that explicitly provided that plaintiff was an at-will employee. Under these circumstances, the trial court did not err in finding that there was no genuine issue of fact for trial.

Affirmed.

/s/ Jeffrey G. Collins

/s/ Janet T. Neff

/s/ Michael R. Smolenski