

STATE OF MICHIGAN  
COURT OF APPEALS

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LINDA ARQUETTE,

Plaintiff-Appellant,

v

LEXAMAR CORPORATION,

Defendant-Appellee.

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UNPUBLISHED

June 15, 2004

No. 246247

Charlevoix Circuit Court

LC No. 02-137719-CL

Before: Neff, P.J., and Zahra and Murray, JJ.

MEMORANDUM.

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

Plaintiff was terminated from her supervisory position with defendant after she was found sleeping in a chemical treatment dip room during working hours. She brought this action asserting that her termination was in violation of the provisions of defendant's employee handbook. The trial court granted defendant's motion for summary disposition, finding that the guidelines were not mandatory, defendant was not bound to follow them, and they did not convert the employment relationship to just cause.

Generally, employment relationships in Michigan are terminable at the will of either party. The presumption of employment at will can be overcome with proof of either a contract provision for a definite term of employment or one that forbids discharge absent good cause. *Lytle v Malady (On Rehearing)*, 458 Mich 153, 163-164; 579 NW2d 906 (1998). A plaintiff can prove such contractual terms by an express agreement regarding job security or a contractual provision, implied at law, where the employers' policies and procedures instill a legitimate expectation of job security. *Id.* Provisions in a handbook will not create enforceable rights when the handbook expressly states that such provision are not intended to create an employment contract. *Id.*, 169; *Heurtebise v Reliable Business Computers, Inc.*, 452 Mich 405; 550 NW2d 243 (1996).

Here, the employee handbook stated:

The Employee Handbook sets out guidelines only and is not a contract of employment. Nothing in this handbook affects the legal right of the employee or the employer to terminate the employment relationship at will.

Following *Lytle, supra*, this disclaimer was sufficient to defeat plaintiff's reasonable expectations of job security. The trial court properly granted defendant's motion for summary disposition.

Affirmed.

/s/ Janet T. Neff

/s/ Brian K. Zahra

/s/ Christopher M. Murray