

STATE OF MICHIGAN
COURT OF APPEALS

WILLIAM C. PYANT,

Plaintiff-Appellant,

v

UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION,

Defendant-Appellee.

UNPUBLISHED

June 4, 1996

No. 177613

LC No. 93-318098-CZ

Before: Taylor, P.J., and Fitzgerald and P.D. Houk,* JJ.

PER CURIAM.

Plaintiff appeals as of right the order granting defendant's motion for summary disposition pursuant to MCR 2.116(C)(10) and dismissing plaintiff's claims of breach of an employment contract and race discrimination. We affirm.

The trial court properly granted defendant's motion for summary disposition of plaintiff's claim of wrongful discharge. Employment contracts for an indefinite duration are presumptively terminable at the will of either party for any reason or no reason at all. *Rood v General Dynamics Corp*, 444 Mich 107, 116; 507 NW2d 591 (1993). To overcome the presumption of employment at will, a party must present sufficient proof of either a contractual provision for an indefinite term of employment, or a provision forbidding discharge absent just cause. *Rowe v Montgomery Ward Co*, 437 Mich 627, 637; 473 NW2d 627 (1991). The proofs presented were insufficient to establish the existence of a just-cause employment contract. Hence, the burden of the plaintiff was not met.

The trial court also properly granted summary disposition of plaintiff's claim of race discrimination. Plaintiff failed to offer sufficient evidence that his discharge from the position of executive assistant to the president was racially motivated. Hence, plaintiff failed to establish a prima facie case of discrimination. *Reisman v Regents of Wayne State University*, 188 Mich App 526, 538-539; 470 NW2d 678 (1991).

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

Affirmed.

/s/ Clifford W. Taylor
/s/ E. Thomas Fitzgerald
/s/ Peter D. Houk