STATE OF MICHIGAN

COURT OF APPEALS

CHRISTINE TESCHENFORD,

Plaintiff-Appellee,

v

CENTRAL TRANSPORT, INC.,

Defendant-Appellant.

UNPUBLISHED
January 31, 1997

No. 190785
Tuscola Circuit Court
LC No. 94-013039-NZ

Before: Griffin, P.J., and McDonald and C. W. Johnson*, JJ.

PER CURIAM.

Plaintiff filed a two count complaint alleging breach of contract and promissory estoppel arising out of her assertion that defendant failed to pay her bonuses that she had earned while she was an employee of defendant. On cross-motions for summary disposition, the trial court granted summary disposition for plaintiff pursuant to MCR 2.116(C)(10) on both counts. In its appeal as of right, defendant argues that the trial court erred in granting summary disposition in plaintiff's favor. We reverse and remand for further proceedings.

Defendant first argues that the trial court erred in granting plaintiff's motion for summary disposition because there were unresolved issues of material fact. We agree. Specifically, defendant alleged that a term of the bonus plan was that a person must be an active employee on the specified date of payment in order to receive deferred bonuses. The trial court found that this was not a term of the bonus plan. The trial court should not have reached such a conclusion because defendant presented evidence that raised an issue of fact regarding whether this term was part of the contract. Specifically, defendant submitted the affidavit of plaintiff's supervisor wherein he averred that plaintiff was orally informed in 1986 that receipt of deferred bonus payments under the plan were contingent on the employee being employed with defendant at the time of payment. "The court must carefully avoid making findings of fact under the guise of determining that no issues of material fact exist." *Ceplin v Bastian-Blessing Div of Golconda Corp*, 90 Mich App 527, 531; 282 NW2d 380 (1979).

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

Further, we are not persuaded by plaintiff's attempt to avoid this result by arguing that any evidence of this alleged oral term would not have been admissible because of the parol evidence rule. The parol evidence rule does not preclude the admission of evidence as it bears on the initial question whether the writing is a complete integration of the parties agreement. *Schmude Oil Co v Omar Operating Co*, 184 Mich App 574, 580; 458 NW2d 659 (1990). Where defendant claims the written bonus plan did not contain all the terms and presented evidence that employees were notified of this additional term at the time of its implementation, a question remains whether the written plan was a complete integration of the parties' agreement. Thus, evidence of this alleged oral term should have been considered by the trial court in determining whether a genuine issue of material fact existed.

Defendant also argues that the trial court erred in granting summary disposition to plaintiff on her promissory estoppel claim. We agree. Defendant alleges that it promised to make deferred bonus payments only to employees that were employed with defendant on the specified payment date. However, plaintiff claims that the promise to make deferred bonus payments was not limited to persons working for defendant at the time of the deferred payment. Where the promise allegedly made is contested, summary disposition is inappropriate. See *Mt Carmel Mercy Hosp v Allstate Ins Co*, 194 Mich App 580, 589; 487 NW2d 849 (1992).

Finally, defendant argues that plaintiff failed to provide documentary evidence in the form of affidavits, depositions, or admissions to support the motion. We disagree. Plaintiff in fact attached five documentary exhibits to her motion for summary disposition. This complied with MCR 2.116(G)(3)(b). *Michigan National Bank-Oakland v Wheeling*, 165 Mich App 738, 742-743; 419 NW2d 746 (1988).

Reversed and remanded for further proceedings consistent with this opinion. We do not retain jurisdiction.

/s/ Richard Allen Griffin
/s/ Gary R. McDonald
/s/ Charles W. Johnson