STATE OF MICHIGAN

COURT OF APPEALS

MARY ELLEN BURNS,

Plaintiff-Appellant,

v

HOUSE OF REPRESENTATIVES,

Defendant-Appellee.

UNPUBLISHED
March 4, 1997

No. 192552
Court of Claims
LC No. 192552

Before: O'Connell, P.J., and Markman and M.J. Talbot,* JJ.

PER CURIAM.

In this wrongful discharge action, plaintiff appeals as of right the order of the circuit court granting summary disposition in favor of defendant pursuant to MCR 2.116(C)(10). We affirm.

Plaintiff was employed by the Clerk's office of the Michigan House of Representatives from 1966 until 1993. In November 1992, the Democratic party lost its majority status. Plaintiff contacted her supervisor because she was concerned about her continued employment. Plaintiff asked whether "early retirement" was an option she should "be looking into." The supervisor assured her, "No, don't worry about it. It won't affect you. I don't expect any changes in [your department], and even if I do, you're okay." In January 1993, plaintiff was terminated.

Plaintiff brought suit, claiming that in light of her supervisor's assurances she had been wrongfully discharged and that promissory estoppel barred defendant's act of terminating her employment. Defendant moved for summary disposition pursuant to MCR 2.116(C)(10), which motion the circuit court granted. Plaintiff now appeals. Our review is de novo. *Wortelboer v Benzie Co*, 212 Mich App 208, 212; 537 NW2d 603 (1995).

Plaintiff first argues that the trial court failed to address whether the statements made by plaintiff's supervisor could be viewed as modifying her employment relationship from at-will to "just cause." "Statements made by management personnel to employees may create a legitimate expectation of termination for cause only; the expectation must be based on both a subjective and objective belief that the employee has been hired under a just-cause contract." *Clement-Rowe v Michigan Health*

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

Care Corp, 212 Mich App 503, 506; 538 NW2d 20 (1995). However, "[o]ral statements of job security must be clear and unequivocal to overcome the presumption that employment is at-will." *Id.* In *Clement-Rowe, supra*, the plaintiff signed an employment contract containing an at-will clause but contended that the defendant's personnel officer modified it to a just-cause contract through oral representations regarding the company's financial condition. *Id.* This Court held that "[b]y signing the application and admitting that she understood the clause, she cannot now establish either a subjective or objective belief that she had any degree of job security." *Id.* at 506.

Here, although plaintiff did not sign an employment contract containing an at-will employment clause, plaintiff received a copy of the Michigan House of Representatives Personnel Policies, Practices, and Provisions Manual in 1987, which provides that she was an at-will employee. Furthermore, plaintiff's supervisor's comments were not clear and unequivocal. Finally, there were no indications that plaintiff was specifically relying on her supervisor's comments as to whether she should opt for early retirement. Plaintiff merely inquired whether early retirement was something she should "be looking into." She made no attempt to follow up on her supervisor's comments for more specificity. Based on these facts and this Court's holding in *Clement-Rowe, supra*, we find that plaintiff has failed to make either an objective or subjective showing that the statements of her supervisor transformed the terms of her employment from at-will to "just cause."

Plaintiff next argues that the language used by her supervisor constituted a promise sufficient to sustain a claim for promissory estoppel. One of the necessary elements in proving a claim for promissory estoppel is that there was a clear and definite promise. *State Bank of Standish v Curry*, 442 Mich 76, 85; 500 NW2d 104 (1993); see also *Schipani v Forder Motor Co*, 102 Mich App 606, 612-613; 302 NW2d 307 (1981). This Court has held that statements made by employers to employees such as "you will be taken care of" and "not to worry about [your future employment]" are insufficient to constitute a promise. *Marrero v McDonnel Douglas Capital Corp*, 200 Mich App 438, 443; 505 NW2d 275 (1993); *McMath v Ford Motor Co*, 77 Mich App 721, 726; 259 NW2d 140 (1977).

In the present case, the comments made by plaintiff's supervisor are substantially identical to the language used in *Marrero, supra*, and *McMath, supra*, which was found to be insufficient. Moreover, plaintiff conceded that her supervisor made no specific promise concerning plaintiff's continued employment when plaintiff later admitted, "[w]ell, that's as specific [a statement] as I would have expected him to give." In light of these facts and the *McMath, supra*, and *Marrero, supra*, decisions, we affirm the trial court's decision where plaintiff presented insufficient evidence to create a genuine issue regarding whether her supervisor's comments constituted a clear and definite promise.

Because the trial court did not err in granting defendant's motion for summary disposition, plaintiff's cross-motion for summary disposition was properly denied.

Affirmed.

/s/ Peter D. O'Connell
/s/ Stephen J. Markman
/s/ Michael J. Talbot