

STATE OF MICHIGAN
COURT OF APPEALS

JOHN FLANAGAN,

Plaintiff-Appellant,

v

COMAU PICO, WISNE AUTOMATION
ENGINEERING COMPANY, JAMES HAAS, and
GEORGE BILLS,

Defendants-Appellees.

UNPUBLISHED
September 1, 2005

No. 253078
Oakland Circuit Court
LC No. 2003-047238-CZ

Before: Gage, P.J., and Whitbeck, C.J., and Saad, JJ.

PER CURIAM.

In this wrongful discharge action, plaintiff appeals from an order that granted summary disposition to defendants under MCR 2.116(C)(10).¹ We reverse and remand for further proceedings consistent with this opinion.

Plaintiff argues that he presented sufficient evidence to raise a question of fact concerning the existence of a just-cause employment relationship under either an express contract or a legitimate expectations theory.

When it granted defendant's motion, the trial court analyzed plaintiff's claims under state law principles. However, the documentary evidence submitted to the trial court calls into question whether this was error and whether, instead, the case must be analyzed under federal labor law. In support of his claim that a just-cause employment relationship exists, plaintiff relies on defendant Wisne Automation's practices and procedures, alleged oral representations by its agents, and the Wisne Automation & Engineering Shop Employee Manual. Though defendants characterize the employee manual as a unilateral expression of the employer's policies, not a binding contract, the document reflects, on its face, that it is an agreement setting forth "terms and conditions of employment and to promote orderly and peaceful relations for the

¹ We review a trial court's grant of summary disposition de novo to determine whether the prevailing party was entitled to judgment as a matter of law. *Allen v Keating*, 205 Mich App 560, 562; 517 NW2d 830 (1994).

mutual interest of the Employer . . . the Employees, and Wisne Automation and Engineering Company Employees Association,” and further provides that Wisne Automation and Engineering Company Employees Association is the “exclusive representative of the shop employees for the purposes of collective bargaining with respect to wages, hours, grievances, benefits, and other conditions of employment.” Because it appears that the Wisne Automation & Engineering Shop Employee Manual is in substance a collective bargaining agreement, its meaning and interpretation is not generally subject to ordinary contract principles grounded in state law. Rather, if the manual is a collective bargaining agreement, application of state law to this case would likely be preempted by §301(a) of the Labor-Management Relations Act (“LMRA”), 29 USC 185(a).

At this Court’s request, the parties submitted supplemental briefs with legal and factual arguments regarding the application and effect of federal labor law principles to this case. Our review of the briefs and the lower court record lead us to conclude that reversal and remand is necessary. The trial court did not have the opportunity to consider the parties’ arguments, including whether § 301 applies, whether the preemption defense may or has been waived, and whether additional evidence must be submitted to analyze the applicability and effect of federal labor law under the facts of this case.

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

/s/ Hilda R. Gage
/s/ William C. Whitbeck
/s/ Henry William Saad