

Note: Decisions of a three-justice panel are not to be considered as precedent before any tribunal.

ENTRY ORDER

SUPREME COURT DOCKET NO. 2003-400

MARCH TERM, 2004

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|------------------------|----------------------------------|
| | } APPEALED FROM: |
| | } |
| Chip Spillane | } Chittenden Superior Court |
| | } |
| v. | } DOCKET NO. 0261-03 CnC |
| John and Barbara Hamel | } Trial Judge: Dennis R. Pearson |
| | } |
| | } |

In the above-entitled cause, the Clerk will enter:

Defendants John and Barbara Hamel appeal pro se from a superior court judgment in favor of plaintiff Chris Spillane in his action for eviction and past rent due, and against defendants in their counterclaim for wrongful termination of employment. Defendants contend the court erred in finding that their employment relationship was at-will, and in rejecting their claim that the termination of employment was in violation of public policy. We affirm.

The facts, as found by the trial court, may be briefly summarized. Plaintiff owns a motel and two other businesses in the City of South Burlington. Plaintiff and defendants entered into an oral agreement that allowed defendants to rent a room in the motel at a reduced rate of \$75 per month, which reflected compensation due to defendants for employment services to the motel and plaintiff's other businesses, and provided that defendants would work for the motel and other businesses on essentially a week-to-week basis. Defendants became embroiled in an ongoing dispute with the motel supervisor, which created discord among plaintiff's other employees and ultimately caused plaintiff to terminate defendants' tenancy and employment on August 14, 2002.

Plaintiff ultimately filed a complaint for ejectment and past rent due, and defendants counterclaimed for wrongful termination. Following an evidentiary hearing, the court entered oral findings on the record, ruling that the tenancy had been terminated on August 14, 2002, that defendants were liable for past due rent in the amount of \$675 plus costs, and that defendants' employment was at-will and had been lawfully terminated. The court entered judgment in favor of plaintiff and against defendants on August 19, 2003. This appeal followed.

Defendants first contend the court erred in finding that their employment was at-will. They appear to assert that something in a note written by plaintiff John Hamel memorializing the terms of the parties' employment agreement, or some aspect of the oral agreement, created a one-year term of employment and entitled defendants to continued employment absent just cause for dismissal. An employment contract for an indefinite term is an at-will agreement, terminable at any time, for any reason or for none at all. Ross v. Times Mirror, Inc., 164 Vt. 13, 18 (1995). Plaintiffs cite nothing in the handwritten note, or in the record evidence, that undermines the trial court's finding that the employment agreement was for an indefinite term, and therefore at-will. Nor do defendants cite any record evidence that the employment agreement required good cause for termination. Although, as the court found, the record suggested that defendants had been good employees, and had received favorable references from plaintiff in the past, there is no evidence of an agreement or policy requiring good cause for termination.

Defendants also contend the court erred in rejecting their claim that the discharge from employment was in

contravention of public policy. See Dulude v. Fletcher Allen Health Corp., 174 Vt. 74, 82 (2002) (at-will employee may maintain action for wrongful discharge in violation of public policy). The court found no basis to conclude that the discharge was for reasons contrary to any clear public policy. See id. (at-will employee may be terminated at any time absent A clear and compelling public policy@ against discharge) (quoting Jones v. Keogh, 137 Vt. 562, 564 (1979)). As the court noted, there was no evidence that the discharge was in retaliation for defendants= complaints about the allegedly erratic behavior of the motel supervisor, nor were defendants= complaints of a kind protected by public policy, such as complaints of harassment or discrimination. Defendants also suggest that the discharge was an effort by plaintiff to cover-up or A avoid liability resulting from workplace violence, @ apparently referring to a physical altercation with the motel supervisor that culminated in defendants= discharge. The argument does not explain how the discharge would allow plaintiff to cover-up or avoid any potential liability to defendants resulting from the incident, and defendants cite no record evidence to support such a claim. Accordingly, we discern no basis to disturb the judgment against defendants on their counterclaim for wrongful discharge.

Affirmed.

BY THE COURT:

John A. Dooley, Associate Justice

Denise R. Johnson, Associate Justice

Paul L. Reiber, Associate Justice