

UNREPORTED
IN THE COURT OF SPECIAL APPEALS
OF MARYLAND

No. 103

September Term, 2016

THOMAS GLASS

v.

J.B. HUNT TRANSPORT SERVICES,
INC., *et al.*

Krauser, C. J.,
Nazarian,
Moylan, Charles E., Jr.
(Senior Judge, Specially Assigned)

JJ.

PER CURIAM

Filed: May 4, 2017

*This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

Appellant, Thomas Glass’s, employment as a tractor-trailer truck driver for appellee, J.B. Hunt Transport Services, Inc. (J.B. Hunt),¹ was terminated by that company after he drove one of its tractor-trailer trucks into a bridge. Thereafter, Glass filed a complaint with the Maryland Commission on Civil Rights (the Commission) claiming that his termination was the result of racial discrimination. Following an investigation, the Commission denied Glass’s claim, finding that it was not supported by probable cause. That decision was not appealed.

Instead, Glass filed a complaint for breach of contract, in the Circuit Court for Harford County, claiming that a Driver’s Manual (the Manual) that J.B. Hunt gave him when it hired him, constituted an employment contract and that J.B. Hunt had fired him in violation of the policies set forth therein.² Following discovery, the circuit court granted appellees’ motion for summary judgment finding that the Manual was not an employment contract and, therefore, that Glass was an “at-will” employee, subject to termination at any time and without cause. On appeal, Glass raises three issues, which are reducible to one: whether the trial court erred in granting the motion for summary judgment. For the reasons that follow, we affirm.

¹ Katrina Vitenas, appellant’s supervisor at J.B. Hunt, is also an appellee, but appellant does not raise any claims with respect to her on appeal.

² Glass’s initial complaint also raised a wrongful termination claim, but he amended his complaint several times during the proceedings and his final complaint only contained a claim for breach of contract. During the hearing on appellees’ motion for summary judgment appellant confirmed that he had intended to drop the claim, telling the court: “I removed the action for wrongful termination. So, that’s not in genuine issue at this point.”

Maryland Rule 2–501(f) governs motions for summary judgment and provides that a trial court “shall enter judgment in favor of or against the moving party if the motion and response show that there is no genuine dispute as to any material fact and that the party in whose favor judgment is entered is entitled to judgment as a matter of law.” The standard of review applicable to motions for summary judgment is as follows:

Whether a circuit court’s grant of summary judgment is proper in a particular case is a question of law, subject to a non-deferential review on appeal. As such, in reviewing a grant of summary judgment, we review independently the record to determine whether the parties generated a dispute of material fact and, if not, whether the moving party was entitled to judgment as a matter of law. We review the record in the light most favorable to the non-moving party and construe any reasonable inferences that may be drawn from the well-plead facts against the moving party.

Amster v. Baker, 229 Md. App. 209, 220 (2016) (citation omitted).

The circuit court did not err in granting summary judgment because there was no genuine issue of material fact as to the existence of an employment contract. Generally, an employer or an employee may terminate an at-will employment relationship, for almost any reason or no reason, at any time. *See Lee v. Denro*, 91 Md. App. 822, 829 (1992). Nevertheless, when an employer communicates personnel policy statements to its employees which “limit the employer’s discretion to terminate an indefinite employment or that set forth a required procedure for termination of such employment”, such statements, if justifiably relied on by its employee, may “become contractual undertakings by the employer that are enforceable by its employee.” *Staggs v. Blue Cross of Md., Inc.*, 61 Md. App. 381, 392 (1985).

However, “[j]ustifiable reliance is precluded where . . . contractual intent has been expressly disclaimed.” *Castiglione v. Johns Hopkins Hosp.*, 69 Md. App. 325, 339-41 (1986) (finding that the personnel policy provisions in an employee handbook did not constitute a contract because the employee handbook contained an express disclaimer stating that the “handbook does not constitute an express or implied contract”); *see also Fournier v. U.S. Fidelity & Guaranty Co.*, 82 Md. App. 31, 41-43 (1990) (holding than an employee could not rely on termination procedures found in an employee manual because, when he applied for the position, he acknowledged, in writing, that he could be terminated “at will upon two weeks’ notice”).

Here, the Manual contained a clear and conspicuous disclaimer on the first page stating that: 1) nothing contained in the Manual should be construed as a contract of employment, 2) all employment was “at will;” and 3) employees could be terminated “at any time and for any reason, with or without cause.” Moreover, Glass signed documents, both when he applied for the job, and after he received the Manual, stating that he understood the Manual was not a contract and that his employment could be terminated without cause. Consequently, we believe that Glass could not reasonably assert justifiable reliance on any of the policies or procedures contained in the Manual and, therefore, that appellees were entitled to terminate his employment without cause.

Glass nevertheless contends that the circuit court erred in granting summary judgment because it failed to consider the Commission’s written findings, which, he claims, contain an admission by J.B. Hunt that it discriminated against him based on his race. Having reviewed the Commission’s findings, we do not believe that they contain

such an admission. Moreover, even if they did, summary judgment was still appropriate because 1) appellant had abandoned his wrongful termination claim, and 2) nothing in the Commission's findings raised a genuine issue of material fact with respect to whether the Manual constituted an employment contract. Accordingly, the circuit court did not err in granting the motion for summary judgment.

**JUDGMENT OF THE CIRCUIT
COURT FOR HARFORD COUNTY
AFFIRMED. COSTS TO BE PAID
BY APPELLANT.**