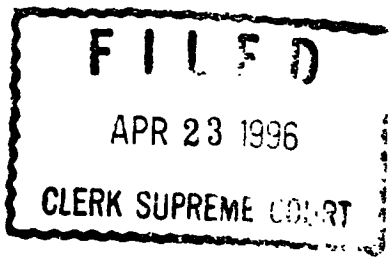
IN THE COURT OF APPEALS OF IOWA

No. 5-558 / 94-1672



BART FISH.

Appellant,

vs.

PMX INDUSTRIES, INC.,

Appellee.

Appeal from the Iowa District Court for Linn County, Larry Conmey, Judge.

Bart Fish challenges the order granting summary judgment in his former employer's favor in this suit for wrongful discharge. **AFFIRMED.**

Robert F. Wilson, Cedar Rapids, for appellant.

Mark Zaiger and Kevin Collins of Shuttleworth & Ingersoll, Cedar Rapids, for appellee.

Considered by Habhab, P.J., and Cady and Huitink, JJ.

PER CURIAM

This is an appeal by an employee claiming he was wrongfully discharged by his employer The district court granted summary judgment to the employer, finding the parties had an at-will employment relationship We affirm on appeal by memorandum opinion pursuant to Iowa Supreme Court Rule 9

On January 26, 1993, Bart Fish was discharged from his employment as a maintenance mechanic with PMX Industries, Inc PMX informed him he was discharged due to his attitude and very clear dissatisfaction with the company Fish filed suit, alleging his discharge violated the terms of the company's employee handbook

The district court granted PMX's motion for summary judgment The court found the terms of the employee handbook were not sufficiently definite to constitute an offer of continued employment The court concluded Fish was an at-will employee who could be discharged at any time Fish now appeals.

As a general rule, an at-will employee may be discharged at any time, for any reason, or for no reason at all *Borschel v City of Perry*, 512 N W 2d 565, 566 (Iowa 1994). One exception to this rule is when a contract created by an employer's handbook or policy manual guarantees an employee that discharge will occur only for cause or under certain conditions *French v. Foods, Inc.*, 495 N W.2d 768, 770 (Iowa 1993).

An employee handbook may create a unilateral contract if (1) the handbook is sufficiently definite in its terms to create an offer; (2) the handbook has been communicated to and accepted by the employee so as to create an acceptance; and (3) the employee has continued working so as to provide consideration. *Fogel v. Trustees of Iowa College*, 446 N.W.2d 451, 456 (Iowa 1989).

The trial court determines as a matter of law whether an employee handbook creates a unilateral contract, unless there is an ambiguity. *Vick v. Heatilator, Inc.*, 537 N.W.2d 810, 812 (Iowa App. 1995). The threshold legal question is whether the terms of the handbook are sufficiently definite to constitute an offer of continued employment. *French*, 495 N.W.2d at 770.

Like the district court, we determine that as a matter of law the terms of the handbook in this case are not sufficiently definite to constitute an offer of continued employment. The sections on "Employee Conduct" and "Employment Status and Records" in the handbook both provide that the employment relationship may be terminated by either party at any time. We conclude Fish was an at-will employee.

Summary judgment is appropriate if there is no material fact at issue and the moving party is entitled to judgment as a matter of law. Iowa R. Civ. P. 237(c). We affirm the decision of the district court granting summary judgment to the employer, PMX. Costs of this appeal are assessed to plaintiff.

AFFIRMED.