

Dent v. Fruth

No. 22129

McHugh, Justice, concurring:

I concur with the result reached by the Court in this case.

However, by doing so, I stress that I have not abdicated the position I took in the dissenting opinion in Suter v. Harsco Corp., 184 W. Va. 734, 738, 403 S.E.2d 751, 755 (1991).

Furthermore, in that dissent, noting Toussaint v. Blue Cross & Blue Shield of Michigan, 408 Mich. 579, 292 N.W.2d 880, I stated:

I concur with the observations in Toussaint, the seminal opinion on the 'personnel manual' or 'employee handbook' exception to at-will employment in the private sector, that a promise to terminate employment for cause only would be illusory if the employer were permitted to be the sole judge and final arbiter of the propriety of the discharge; accordingly, where the employee has secured a promise not to be discharged except for cause, he or she has contracted for more than the employer's promise to act perhaps mistakenly but in good faith. 408 Mich. at 621, 623, 292 N.W.2d at 895, 896.

Suter v. Harsco Corp., 184 W. Va. at 744, 403 S.E.2d at 761.

I am authorized to state that Justice Cleckley joins in this concurring opinion.

