

IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY, PENNSYLVANIA

BARBARA BUCKLEY,
Plaintiff,

vs.

GEISINGER CLINIC and
GEISINGER HEALTH,
Defendants.

: No. 19-1508

: CIVIL ACTION - LAW

: *Preliminary Objections*

ORDER

AND NOW, having held argument January 7, 2020, on Preliminary Objections filed by Defendants Geisinger Clinic and Geisinger Health ("Geisinger"), the Court hereby issues the following ORDER.

At issue is whether Geisinger's revocation of its offer of employment to Plaintiff Barbara Buckley ("Plaintiff") constituted a breach of contract. In her Complaint filed September 10, 2019, Plaintiff avers that from April 2012 to June 2017 she worked as a Physician's Assistant for Jersey Shore Hospital Foundation Inc. ("Jersey Shore Hospital"). On January 4, 2017, Plaintiff was advised that Jersey Shore Hospital was finalizing a merger agreement with Geisinger, and that following the expiry of her contract with Jersey Shore Hospital on June 30, 2017, any future employment would be with Geisinger.

Plaintiff avers that in late February 2017, Geisinger held a meeting with the professionals at Jersey Shore Hospital, at which Geisinger offered every professional with the practice continued employment. Geisinger provided Plaintiff with an offer letter providing terms of employment, which included hourly and annual compensation rates, along with information regarding participation in Geisingers' benefits program, and a comprehensive credentialing packet.¹ Following negotiations, Plaintiff returned the signed offer letter, dated April 1, 2017.² Geisinger acknowledged receipt of the signed offer letter on April 26, 2017, forwarded the letter to its Human Resources Department for processing, and reminded Plaintiff that she still needed to send in her credentialing

¹ See Civil Complaint (Ex. A) (Sept. 10, 2019).

² While the offer letter attached to the Complaint provides that to be effective it must be signed and returned by March 30, 2017, Plaintiff alleges that Geisinger orally extended that deadline.

packet. On June 5, 2019, Plaintiff received an email with a letter attachment from Michael J. Fry, Lead Talent Management Consultant at Geisinger, indicating that Geisinger had withdrawn its offer due to Plaintiff's failure to return the credentialing packet. Plaintiff avers that Geisinger had not previously provided a specific deadline for the return of the credentialing packet.

At issue is whether Geisinger's offer letter created a binding contract and, if so, whether Geisinger was limited to terminating Plaintiff's employment for just cause. Plaintiff contends that Geisinger's offer of employment as provided in the offer letter created a binding employment contract. Plaintiff further asserts that said employment contract could not be revoked at-will because it was both parties' intention when the offer was made and accepted that they would *thereafter* enter into a written contract that would provide a definite duration of employment and allow termination solely for just cause, as is typical in Plaintiff's profession. Geisinger asserts that its letter constituted a conditional offer of employment and that Plaintiff's acceptance of the offer was contingent on her meeting all listed conditions. As Plaintiff failed to return the completed credentialing packet prior to Geisinger's revocation of its offer, no binding contract had been formed. Alternately, Geisinger asserts that even if the offer letter *did* create a binding contract, it would have created a contract for at-will employment that Geisinger could revoke at any time. This Court agrees.

"[I]n Pennsylvania an at-will employment environment is the norm, absent a contract to the contrary, and thus, an employee can be terminated for good reason, bad reason, or no reason at all."³ To rebut the presumption of at-will employment, the employee bears the burden of establishing one of the following: "(1) an agreement for a definite duration; (2) an agreement specifying that the employee will be discharged for just cause only; (3) sufficient additional consideration; (4) an applicable recognized public policy exception."⁴

This Court concludes that it need not address whether Geisinger's offer letter created a binding contract, because assuming *arguendo* that Plaintiff's acceptance of the offer letter created an employment contract, the Court finds that Plaintiff's

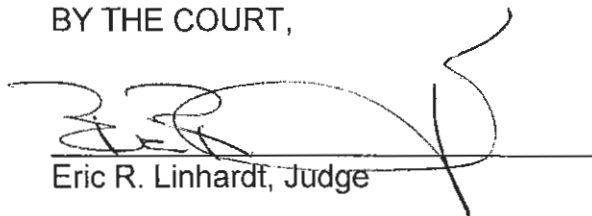
³ *Nix v. Temple Univ.*, 596 A,2d 1132, 1135 (Pa. Super. 1991).

acceptance of the offer letter did not restrict Geisinger's ability to dismiss her at-will. The offer letter did not provide a specific duration of employment nor did it indicate that termination would be solely for just cause. That the offer letter led Plaintiff to anticipate a future contract containing such terms does not effectively endow the offer letter with additional terms.^{5,6} Furthermore, Plaintiff's Complaint does not provide sufficient additional consideration that would restrict Geisinger's ability to terminate her at-will.⁷ Additionally, Plaintiff's Complaint does not allege facts that would support a finding of an applicable public policy exception.⁸

Therefore, Geisinger's Preliminary Objections are SUSTAINED. As Plaintiff's breach of contract claim is unsupported by law, Plaintiff's Complaint is DISMISSED WITH PREJUDICE.⁹

IT IS SO ORDERED this 29th day of January 2020.

BY THE COURT,



Eric R. Linhardt, Judge

⁴ *Janis v. AMP, Inc.*, 856 A.2d 140, 144 (Pa. Super. 2004) (quoting *Rapagnani v. The Judas Co.*, 736 A.2d 666, 669 (Pa. Super. 1999)) (internal citations omitted).

⁵ See e.g., *Stumpp v. Stroudsburg Mun. Auth.*, 658 A.2d 333, 335-36 (Pa. 1995) (holding that employee's acceptance of Authority's offer letter regarding a Plant Operator position that would remain available until employee's retirement could not reasonably be construed as an acceptance of an offer for a definite term of employment overriding the general rule of at-will employment).

⁶ Plaintiff cites in support of her assertion that the offer letter created a binding contract, *Babb v. Geisinger Clinic*, is clearly distinguishable. In *Babb*, the employee signed a Practice Agreement stating that prior to termination he would be afforded the opportunity for review of the underlying circumstances leading to the termination. The offer letter in this matter contains not comparable terms. See *Babb v. Geisinger Clinic*, No. 1229 MDA 2018; 2019 WL 5265300 (Pa. Super. Oct. 17, 2019) (unreported).

⁷ "A court will find additional consideration when an employee affords his employer a substantial benefit other than the services which the employee is hired to perform, or when the employee undergoes a substantial hardship other than the services which he is hired to perform." *Lutheran v. Loral Fairchild Corp.*, 688 A.2d 211, 216 (Pa. Super. 1997) (quoting *Darlington v. Gen. Elec.*, 504 A.2d 306, 315 (1986) (internal citations omitted)). That Plaintiff suffered inconvenience in preparing her credentialing packet is not sufficient to establish "substantial hardship." See *id.* (finding that employee's signing of a confidentiality agreement, a noncompetition clause, and a clause giving employer rights to any of the employee's inventions was insufficient to establish additional consideration because those detriments were commensurate with employee's position).

⁸ Plaintiff is separately pursuing claims for age discrimination and a violation of FMLA in federal court, but her Complaint does not touch upon those claims.

⁹ Plaintiff's Complaint raises only a single cause of action, breach of contract.

ERL/cp

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