

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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CAROL KARPINSKI and RAYMOND  
KARPINSKI,

UNPUBLISHED  
October 18, 1996

Plaintiffs-Appellants,

v

No. 183857  
LC No. 93-323891 CK

FORD MOTOR CO.,

Defendant-Appellee.

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Before: Saad, P.J., and Holbrook and G. S. Buth,\* JJ.

PER CURIAM.

Plaintiffs, Carol Karpinski and Raymond Karpinski, appeal the trial court's order which granted defendant's motion for summary disposition. We affirm.

It is undisputed that in 1978, Carol filed a workers' compensation claim against defendant; that her claim was redeemed; and that she ultimately signed a termination of employment letter on January 1, 1988. She reapplied for employment with defendant in 1990, and based upon alleged mistreatment she received at that time, she filed a complaint with the Michigan Department of Civil Rights ("MDCR"). The MDCR complaint was withdrawn when the parties entered into a settlement agreement in November, 1990, under which defendant agreed to hire Carol to fill the next "entry level" position available. As of August, 1993, Carol had not yet been hired, although other people had been hired for temporary positions. Carol was eventually hired in April, 1994. She (along with her husband, who raises a derivative claim) now makes two arguments on appeal.

I.

Plaintiffs contend that defendant breached its agreement by failing to hire her prior to April, 1994, and defendant contends in response that no entry level positions were filled until April, 1994. Though plaintiff claims that defendant breached the rehire agreement, she offered no evidence to support her contention. First and most important, while defendant offered testimony that an "entry

\* Circuit judge, sitting on the Court of Appeals by assignment.

level” job meant a *permanent* job, under the collective bargaining agreement, plaintiff offered no testimony to rebut this evidence. Accordingly, because no entry level position was filled before Carol was hired, defendant did not breach its agreement.

Second, the definitions submitted by defendant reinforced the testimonial evidence regarding the commonly understood meaning of the term “entry level” position. Pursuant to Random House Unabridged Dictionary (1994), “entry level” is defined as “of, pertaining to or filling a low level job in which an employee may gain experience.” Additionally, The Dictionary of Business Terms, Barrons Business Guides (1994) defines “entry level” as “[b]eginning or first career job. Job an individual having little or no experience takes in an organization to begin pursuing a career.” Thus, an “entry level” position unambiguously connotes a permanent position.

Because the term “entry level position” refers to a permanent full time position, the trial court did not err in granting defendant’s motion for summary disposition, because plaintiffs failed to present evidence demonstrating that anyone else was hired to *permanent full-time* positions before Carol. Thus, plaintiffs did not create a genuine issue of fact as to whether defendant breached its settlement agreement, and the circuit court properly dismissed plaintiffs’ claim.

## II.

Plaintiffs also argue that the trial court erred in granting defendant’s motion for summary disposition as to plaintiffs’ retaliation claim, which is premised upon Michigan’s Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*; MSA 3.548(101) *et seq.* We disagree. For the same reasons outlined above, the circuit court logically and correctly dismissed the retaliation claim.

Affirmed.

/s/ Henry William Saad  
/s/ Donald E. Holbrook, Jr.  
/s/ George S. Buth