

Michigan  
Council 25

**AFSCME**

*We Make Michigan Happen*

*American Federation of State, County and Municipal Employees, AFL-CIO*

*Albert Garrett, President*

**ALERT**

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## **AFSCME Local 3308 Members:**

# **Court of Appeals Reverses Previous Ruling**

This Alert is to inform all members of AFSCME Local 3308 of their rights. The Thirty-Sixth District Court has asserted that the collective bargaining agreement between it and AFSCME is terminated because the Union and the employer have not been able to come to an agreement by the expiration date of the contract. AFSCME disputed this because Thirty-Sixth District Court did not properly terminate the contract.

On behalf of the members of Local 3308, AFSCME Council 25 challenged this issue in arbitration. The arbitrator sided with AFSCME and found that the contract was not terminated. Thirty-Sixth District Court sought to fight that arbitration award in court. It lost. Michigan AFSCME Council 25 General Counsel Miller Cohen PLC entered the case and the Circuit Court dismissed all of Thirty-Sixth District Court's claims and also found the contract was not terminated.

The Thirty-Sixth District Court appealed. Oddly, the Court of Appeals reversed without hearing full arguments. The Circuit Court then found that the contract was terminated without further argument.

Council 25 appealed this case and won a huge victory. when the Court of Appeals reversed itself and rescinded its previous order, which included no obligation for the Court to arbitrate grievances. The Court must arbitrate

those old grievances!

The fight is not over, and it continues.

Here are your rights:

First, the employer cannot make any changes to the terms and conditions of employment while the parties bargain a new contract until there is an impasse, with a few exceptions. The parties have not reached an impasse. One of the exceptions to the status quo is the arbitration clause.

The Court of Appeals ruling has restored arbitration.

In a situation where the arbitration clause is cancelled, the individual aggrieved employees may seek redress in Wayne County Circuit Court after exhausting the remaining steps of the grievance procedure.

If you believe your employer has violated any term or condition of employment within the contract, file a grievance. AFSCME will process the grievance through the various steps in the grievance procedure. Normally, an arbitration clause would preclude any action in court and the Union has discretion what cases go to arbitration.

Based on the Court of Appeals action, the arbitration clause is back in place.

AFSCME continues to fight for your rights. Watch for further updates.