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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

In the Matter of:

EASTERN MICHIGAN UNIVERSITY,
Respondent-Public Employer,

-and- MERC Case Nos. C18 E-042 & C18 E-044

EASTERN MICHIGAN UNIVERSITY CHAPTER OF
THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS,
Charging Party-Labor Organization.
_____/

APPEARANCES:

Butzel Long, P.C., by Craig S. Schwartz, for Respondent

Nacht & Roumel, P.C., by Adam M. Taub and Joseph X. Michaels, for Charging Party

DECISION AND ORDER

On June 18, 2019, Administrative Law Judge David M. Peltz issued his Decision and Recommended Order[1] in the above matter finding that Respondent did not violate Section 10 of the Public Employment Relations Act, 1965 PA 379, as amended, and recommending that the Commission dismiss the charges and complaint.

The Decision and Recommended Order of the Administrative Law Judge was served on the interested parties in accord with Section 16 of the Act.

The parties have had an opportunity to review the Decision and Recommended Order for a period of at least 20 days from the date of service, and no exceptions have been filed by any of the parties.

[1] MOAHR Hearing Docket Nos. 18-010567 & 18-011039

ORDER

Pursuant to Section 16 of the Act, the Commission adopts the recommended order of the Administrative Law Judge as its final order.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

Edward D. Callaghan, Commission Chair

Robert S. LaBrant, Commission Member

Natalie P. Yaw, Commission Member

Issued: AUG 05 2019

STATE OF MICHIGAN
MICHIGAN OFFICE OF ADMINISTRATIVE HEARINGS AND RULES
EMPLOYMENT RELATIONS COMMISSION

In the Matter of:

EASTERN MICHIGAN UNIVERSITY,
Respondent-Public Employer,

Case Nos. C18 E-042 & C18 E-044
-and- Docket Nos. 18-010567-MERC & 18-011039-MERC

EASTERN MICHIGAN UNIVERSITY CHAPTER OF
THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS,
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APPEARANCES:

Butzel Long, P.C., by Craig S. Schwartz, for Respondent

Nacht & Roumel, P.C., by Adam M. Taub and Joseph X. Michaels, for Charging Party

DECISION AND RECOMMENDED ORDER OF ADMINISTRATIVE LAW JUDGE

Pursuant to Sections 10 and 16 of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, MCL 423.210 and 423.216, this case was heard in Detroit, Michigan on September 28, 2018, before David M. Peltz, Administrative Law Judge (ALJ) for the Michigan Office of Administrative Hearings and Rules (MOAHR), formerly the Michigan Administrative Hearing System (MAHS), acting on behalf of the Michigan Employment Relations Commission (the Commission). Based upon the entire record, including the transcript of the hearing, exhibits and post-hearing briefs filed on or before December 3, 2018, I make the following findings of fact, conclusions of law and recommended order.

The Unfair Labor Practice Charges and Procedural Background:

The Eastern Michigan University Chapter of the American Association of University Professors (EMU-AAUP) represents a bargaining unit consisting of all teaching faculty employed by Eastern Michigan University (EMU), including professors, associate professors, assistant professors, instructors, media service managers, coach/teachers and librarians with faculty rank, excluding deans, directors, department heads and other supervisory employees, lecturers, visiting professors, adjunct professors, non-tenure track academic employees, career army personnel and all other employees.

On May 16, 2018, the EMU-AAUP filed an unfair labor practice charge alleging that the University violated Section 10(1)(a) of PERA by engaging in a pattern and practice of interfering, restraining and coercing members of the bargaining unit to dissuade them from exercising their rights under the Act. Specifically, the charge asserts that on November 21, 2017, EMU administrator Mohammed Qatu called bargaining unit member Pamela Speelman into a disciplinary meeting because she had previously stated her intention to file a grievance during an altercation with another administrator. In addition, the charge alleged that members of the EMU administration "angrily threatened and coerced faculty" at a December 19, 2017, Step II grievance hearing involving the University's decision to accept transfer credits from Washtenaw Community College. The charge was assigned Case No. C18 E-042; Docket No. 18-010567-MERC.

Several days later, on May 22, 2018, the EMU-AAUP filed another charge against the University, once again alleging a violation of Section 10(1)(a) of the Act. In this second charge, the Union contends that an administrator summoned professor Mohamed El-Sayed to a meeting on May 2, 2018, the purpose of which was to discuss El-Sayed's transition from department head back to tenured faculty. According to the charge, El-Sayed requested the presence of a Union representative at the meeting because he reasonably feared that discipline would result therefrom, but his request was denied by Respondent. Charging Party further contends that during the meeting, the administration presented El-Sayed with a document releasing Respondent of liability for all claims against the University and told El-Sayed that he would be subject to discipline if he refused to sign the agreement. The charge was assigned Case No. C18 E-044; Docket No. 18-011039-MERC and the cases were consolidated.

The parties appeared for hearing in this matter on September 28, 2018. At the start of the hearing, the EMU-AAUP moved to amend the charge in Case No. C18 E-044; Docket No. 18-011039-MERC to add an allegation that Respondent's actions during the May 2, 2018, meeting with El-Sayed constituted an unlawful attempt to deal directly with a bargaining unit member. After oral argument on the motion, I granted the amendment with the understanding that Respondent would have ten days from the close of the hearing to request that the record be reopened to allow the University to present additional evidence in response to the direct dealing allegation. Ultimately, Respondent did not seek to present additional testimony or exhibits in this matter and the record remained closed.

Findings of Fact:

I. Speelman Meeting

Mohamed Qatu is the Dean of EMU's College of Technology. On November 13, 2017, Qatu received a memorandum from Interim Associate Dean Mary Brake concerning an incident which had occurred a few days earlier involving Brake and Dr. Pamela Speelman, a member of the EMU faculty. In the memorandum, Dean Brake asserted that Dr. Speelman had approached her in the lobby of Sill Hall on the afternoon of November 10, 2017, and, in front of various witnesses, accused Brake of spreading lies about her. According to the memorandum, Speelman became increasingly upset during the course of the encounter and threatened to file a grievance against Brake. In the memorandum, Brake described Speelman as "really, really angry" and characterized the situation as "potentially dangerous." Brake

wrote that Speelman continued to berate her until she carefully backed away "making sure that I faced her until I reached the STPSM office." Brake concluded the memorandum by expressing generalized concern over Speelman's behavior:

> If [Speelman] were a student, I would have written a care report to CAPS. Her anger was above and beyond her usual verbal abuse. As I reflected on the incident later, I realized that even though she did not physically threaten me, I felt as though the situation was potentially explosive. Her behavior is not appropriate for any workplace. If she has an issue with anything she thinks I might have said, I would be happy to speak to her. But yelling at me to the point that she cannot stop herself is very worrisome.

Based on the memorandum, Dean Qatu felt that University policy required him to conduct an investigation and determine exactly what had occurred between Brake and Speelman. Qatu began his investigation by conducting an interview with Brake. During their discussion, Brake told Qatu that Speelman had yelled, shouted and screamed and that her "overall posture represented a possible physical threat that she felt when in that encounter." Qatu was concerned that Speelman may have violated the University's workplace violence policy, which prohibits assault, harassment, intimidation, coercion and other conduct, including engaging in verbal or physical behavior that threatens or creates a reasonable fear of injury to another person.[1] EMU Policies, Rules and Regulations, Chapter 3.1.11, issued October 30, 2012.

On November 14, 2017, Qatu sent an email to Speelman requesting a meeting "in the near future" to discuss her encounter with Brake and informing her that she would be entitled to Union representation. The meeting was held on November 21, 2017. Among those in attendance were Qatu, Speelman, EMU-AAUP president Judy Kullberg, EMU-AAUP grievance administrator Jake Altman, and one of Speelman's colleagues, Phillip Cardon. Also present at the meeting was Doug Baker, Associate Dean of the College of Arts and Sciences, who was there to take notes at Qatu's request.

Qatu began by explaining that the purpose of the meeting was to gather facts regarding the incident between Speelman and Brake. Qatu asked Speelman a series of questions, including whether there had been an encounter between her and Brake, whether she had accused Brake of spreading lies about her, and whether she had screamed or yelled at Brake during the incident. There was also a brief discussion about Speelman having threatened to file a grievance against Brake during the encounter. Kullberg testified that one of the questions Qatu asked Speelman was whether she had indicated to Brake that she intended to go to the Union and file a grievance. In contrast, both Qatu and Baker testified that it was Speelman who first brought up the topic of the grievance. I found Qatu and Baker to be credible witnesses and note that their testimony is corroborated by the notes which Baker took during the meeting. Those notes reference the following exchange between Qatu and Speelman:

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[1] University employees, including those subject to a collective bargaining agreement, may be subject to discipline, up to and including termination from employment, for engaging in conduct violative of EMU's workplace violence policy.

[Qatu]: MB said you were yelling at her.

[Speelman]: Not true. I never raised my voice.

[Qatu]: MB said you verbally threatened her well-being.

[Speelman]: I said if she were spreading lies I would grieve her; or I will file a grievance with the Dean.

At the conclusion of the meeting, Kullberg asked Qatu whether there was an allegation that Speelman had violated any specific University policy. He responded, "We'll see." Thereafter, Qatu and Brake met once again to go over what Qatu had determined from his investigation were "contradictory facts" concerning the incident. At that point, Brake indicted to Qatu that she did not wish to pursue any further action and the matter was dropped. Neither Speelman nor Brake were disciplined by the University and Qatu had no further discussions with Speelman regarding the incident.

II. Step II Grievance Hearing

The most recent collective bargaining agreement between the parties covers the period September 1, 2015, through August 31, 2019. The contract contains a multi-step grievance procedure, Article VII, culminating in final and binding arbitration. If a grievance is not adjusted at Step One, faculty may appeal the grievance, in writing, to the appropriate Dean or other designated administrative agent. Upon receipt of the appeal, the employer representative is required by the contract to promptly arrange a meeting through the EMU-AAUP office to discuss the matter with the grievant(s), the Union's grievance officer and other appropriate individuals.

Article XIII of the collective bargaining agreement, which is entitled "Faculty Participation in Governance" sets forth what the parties refer to as the "shared governance" provisions concerning academic decisions at the University. That section of the contract includes the following language:

418 A. Recognizing the necessity for meaningful Faculty involvement in the areas of selection and evaluation of Faculty Members, curriculum development, and utilization of financial resources, the following procedures for the involvement of Faculty shall be used. Fundamentally, what is desirable and intended by the sections that follow is to ensure mindful participation by the Faculty with the ultimate decision-making resting in Eastern Michigan University management, but with an assurance of procedural regularity and fair play. Furthermore, as Faculty Members provide input to those responsible for managing the University, likewise, decisions shall be communicated in a timely manner to the Faculty input bodies that provided input. Faculty input bodies may request a written response to their input. Such response shall be provided within fifteen (15) days. Any dissenting decision to input shall be supported by reasoning and evidence.

419 B. Department and College Committees

420 1. There shall be in each department, college or division, including University Library, a system providing for Faculty input in the areas of personnel, instruction, and finance. By way of illustration, Faculty may utilize the input system to provide their recommendations to the University on matters pertaining to the academic credentials and professional qualifications of instructional staff, Faculty teaching assignments, teaching overload policies, class size, override policies, teaching load equivalencies and departmental budget development.

In compliance with the shared governance provisions of the contract, the administration promulgated written faculty "input" procedures for faculty in the College of Business.

Around 2008, Respondent and Washtenaw Community College (WCC) entered into an articulation agreement pursuant to which credits for certain WCC business courses would transfer to EMU. At that time, WCC agreed to offer these classes on an in-person basis. Starting in the 2016-2017 academic year, WCC began offering online courses which were equivalent to business and accounting courses offered at EMU. Beginning in 2017, faculty members at EMU began voicing concerns to the administration about accepting transfer credits from WCC for online courses. Amongst the issues raised by faculty was the possibility that exams for these courses would not be adequately proctored. There were ongoing discussions between faculty and the administration regarding these concerns, including at a meeting held in August of 2017. In addition, faculty members submitted documentation to Anne Balazs, Interim Dean of the College of Business, supporting their position that allowing transfer credits was having a negative impact on student preparedness.

At some point during the summer of 2017, the faculty voted that EMU should no longer accept transfer credits from WCC until some sort of exam proctoring system was put into place. On October 25, 2017, Dean Balazs sent an email to faculty members in which she indicated that online business classes from WCC would be accepted for full credit, regardless of whether exams were proctored. In the email, Balazs provided a detailed explanation for her decision to continue accepting WCC credits. On November 14, 2017, Charging Party filed a grievance challenging that decision. The claimed basis for the grievance was that "faculty determines the types of delivery option [sic] and courses that can be accepted by EMU as credit from community college." The grievance asserted that Respondent had violated various provisions of the collective bargaining agreement, including paragraphs 418 and 420, as well as the departmental input document. As a remedy, the Union sought: (1) an affirmation that the faculty of each degree program will determine which non-EMU courses (including the delivery of options for those courses) will be accepted by EMU as transfer credits; (2) implementation of the recommendation of the faculty that the specific online courses offered by WCC, in the absence of a system for proctoring exams in those courses, shall not be accepted for transfer credit; (3) an agreement that the faculty will have input on articulation agreements that are up for renewal; and (4) an agreement that faculty will have input regarding the "types of course delivery that are accepted by EMU."

A Step II grievance hearing was held on December 19, 2017. In attendance for Respondent were Dean Balazs and Associate Provost Michael Tew. Among those attending the hearing for the Union were EMU-AAUP president Kullberg, grievance administrator Altman, and faculty members Howard Bunsis, Dan Brickner and Joe Scazzero. The meeting began with faculty members making a lengthy presentation regarding why they believed transfer credits for online business courses from WCC should not be accepted. Kullberg and the faculty members in attendance presented what they characterized as "new research" on the transfer credits issue. Balazs responded by restating her rationale as to why she had decided to continue allowing online transfer credits from WCC. The faculty then offered a point-by-point refutation of the reasons given by Balazs. With respect to what happened next, the parties presented somewhat conflicting accounts at the hearing in this matter.

Kullberg testified that it was her sense that the administration was unhappy that a grievance had been filed. According to Kullberg, Balazs told the faculty members in attendance, "It's really a terrible thing that it's come to this point, that you all went and filed a grievance. Because we could have continued the conversation and ended up with some sort of resolution." It was at this point that Tew became involved in the discussion. Kullberg testified that Tew became agitated, loud and "red in the face." He allegedly stated, "You should never have gone to the Union with this. We don't want you going to the Union with things like this. This is not acceptable." Kullberg described Tew's attitude and demeanor as "threatening." According to Kullberg, both Balazs and Tew told the faculty that because they had filed a grievance, "now we can't talk about this. Now we can't resolve this because now the Union is involved." Kullberg then rebuked the administrators for attempting to shut down discussion of the appropriateness of EMU accepting transfer credits, telling Balazs and Tew that "the grievance process is entirely an appropriate place to be talking about these issues." Kullberg testified that Tew never mentioned the collective bargaining agreement during the hearing.

In contrast, Tew denied having told the faculty that they should not have gone to the Union and filed a grievance over the transfer credit issue. Rather, he testified that he expressed dissatisfaction with the fact that the hearing had turned into a conversation about whether it was appropriate for the University to accept transfer credits for online courses rather than a discussion about the merits of the grievance itself; i.e. whether the administration's decision to accept credits from WCC constituted a violation of the parties' contract. Tew testified that he told the hearing attendees "this is not the place. We are not here to talk about that; we are here to talk about the alleged contract violations, not the Washtenaw Community College transfer credits." Tew testified that he read portions of the grievance aloud and expressed his position that the grievance did not have merit. According to Tew, faculty member Bunsis then started yelling and accused Tew of suggesting that the Union had no role in this dispute. Tew responded by acknowledging that the Union has a business interest with respect to contract violations. Although Tew denies that he raised his voice during the meeting, he admitted that he responded "somewhat negatively" to the things that Bunsis was saying. Tew testified that he has no authority to discipline any faculty member or to recommend the issuance of any discipline by the University.

Balazs similarly denied that she or Tew ever told faculty members that they should not have gone to the Union concerning the transfer credit issue, and she asserted that at no point did Tew threaten any employee with discipline for bringing the issue to the Union's

attention. However, Balazs admitted that she and Tew became frustrated during the grievance hearing over the fact that faculty members were trying to focus the conversation on the substance of the transfer credit dispute rather than discuss the merits of the grievance. Balazs testified, "[W]e were trying to establish or re-establish that it was a [faculty] input discussion, that it was not about transfer credits, really. So we had to keep circling back to the main point of the meeting." Although Balazs denied that Tew ever yelled during the hearing, she confirmed that Tew did raise his voice "above a conversational tone" during the exchange with Bunsis. Balazs testified that the meeting became "hostile" at one point after she mentioned that Scazzero had been going to WCC on his own and trying to talk to that College's faculty members about how they were handling their classes. According to Balazs, Bunsis did not seem to appreciate the fact that she had brought up Scazzero's conduct. Balazs testified that Bunsis raised his voice and stated, "We know Anne, Joe shouldn't have gone to Washtenaw Community College."

Approximately 24 hours after the grievance hearing concluded, Balazs prepared a written summary of what had transpired during that meeting. That document, which was introduced into evidence by Respondent, essentially comports with the testimony of the two EMU administrators regarding the grievance hearing. The Balazs summary indicates that there was considerable discussion of Respondent's decision to accept transfer credits for the DS 265-Business Statistics course. According to the document, the letter which Balazs wrote to faculty on October 25th was refuted point by point, various "historical details" were shared by Balazs and Scazzero regarding the origins of the dispute over transfer credits and data was presented by Bunsis concerning grade point averages since online business courses were introduced at the College. The document indicates that Tew argued that the grievance was "misguided" because the faculty was given a full opportunity to provide input and that "the Dean made a decision with which they do not agree." In her summary of the hearing, Balazs indicated that she brought up the subject of Scazzero's "attempts to take matters into his own hands and contact WCC faculty" and that she told the faculty that Respondent "did not appreciate" such activity. According to the summary, Bunsis "took exception to this last point, but . . . Balazs argued that it had unintended consequences of which he was not aware." Finally, the summary indicates that Balazs made a proposal to resolve the issue by having the department head and dean address the matter with EMU's Director of Community College Relations and officials at WCC.

Respondent denied the grievance at Step II in a letter written by Balazs and dated January 4, 2018. In the letter, Balazs acknowledged that the administration had made a decision regarding the acceptance of transfer credits with which the faculty disagreed. She asserted, however, that the "ultimate decision rests with Management, as referenced in both the grievance and in marginal paragraph 418 of the EMU-AAUP Agreement." The Union then appealed the grievance to Step III of the contractual grievance procedure. Following another hearing, the grievance was once again denied. After the grievance process concluded, faculty from both EMU and WCC met and resolved the underlying dispute regarding the proctoring of exams for online business classes.

III. EL-Sayed's "Return" to Faculty

Article XVIII of the collective bargaining agreement governs compensation for members of the EMU-AAUP bargaining unit. Section E provides for a two and a half percent

(2.5%) salary increase effective the beginning of the 2018-2019 academic year for faculty members who were appointed prior to September 1, 2017. Additionally, Article XVIII, Section F, provides for supplemental salary adjustments for EMU faculty members:

> 812 In addition to the increases provided herein, EMU retains the right to further increase the salary of any Faculty Member. EMU's granting or failure to grant any additional salary increase to any Faculty Member shall not be construed to be a violation of the Agreement and is not subject to the grievance procedure.
>
> 813 EMU shall notify the Association within thirty (30) days of the decision to grant or deny any additional salary increases approved pursuant to this provision.

Article XIV of the contract sets forth the procedures for appointments to faculty. Section 6 of that provision contains the following language regarding terms and conditions of employment for newly appointed faculty members:

> 497 Any terms and conditions in a letter of appointment to the Faculty beyond those provided by this Agreement shall be approved by the Provost and Vice President or his/her designee in the Office of the Provost and a copy provided to the Faculty Member and the Association. Any extension(s) or modification(s) of any appointments which include terms and conditions beyond those provided by this Agreement, and any special understandings shall also be stated in writing by the Provost or his/her designee and a copy provided to the Faculty Member and the Association.

Faculty transfers to and from administrative appointments are covered by Article X of the contract. That provision states, in pertinent part:

> 253 1. A faculty member appointed to an administrative appointment shall be transferred from the Bargaining Unit to non-Bargaining Unit status for the duration of his/her appointment.
>
> * * *
>
> 255 2. As a non-Bargaining Unit employee the Faculty Member shall be subject to such terms and conditions of employment as EMU may establish for the position to which he/she is appointed.
>
> * * *
>
> 259 The base salary of a Faculty Member returned to the Bargaining Unit from an Administrative appointment shall be no less than if he/she had not held such position.

Respondent has promulgated a "Return to Faculty" policy effective June 1, 2016. That policy states that at the discretion of the provost, department heads and directors may

be granted a "developmental leave" prior to their return to a full-time faculty role. Pursuant to the policy, however, such leave is available only to those individuals who have served at least five years in an administrative position. According to the policy, service at other institutions or in other positions at EMU "will not be counted when calculating eligibility for leave."

Mohamed El-Sayed began working for EMU as Director of the School of Engineering Technology on July 1, 2017. He was recruited for that position from another University. As a Director, Dr. El-Sayed was not a member of the EMU-AAUP or any other bargaining unit at the University. He earned a salary of $133,000 per year and as an administrator received a different benefit package than EMU faculty members. El-Sayed's offer letter from Respondent stated, "In accordance with the Academic Affairs policy, should you return (or be asked to return) to faculty and assume your tenured faculty position as Full Professor of Mechanical Engineering Technology in the School of Engineering Technology, your academic year salary shall be determined by applying the contractual salary increases retroactively year over year to $99,750 base in Fall 2017."

On February 15, 2018, Dean Qatu met with El-Sayed to discuss several concerns that the administration had with his job performance. The following month, Qatu, in consultation with David Woike, EMU's Interim Assistant Vice President for Academic Affairs, decided to remove El-Sayed from his administrator position and "return" him to faculty due to inadequate job performance. Qatu scheduled a meeting with El-Sayed for March 9, 2018, to inform him of the administration's decision. In advance of that scheduled meeting, Qatu drafted a letter to El-Sayed that was dated March 9th and which stated, in pertinent part:

> The University is exercising its right to at-will [sic] your employment as Director of the School of Engineering Technology, effective immediately. Pursuant to your offer letter dated 31 March 2017, you will assume your faculty role as a full professor in the School of Engineering Technology, effective 12 March 2018, with a faculty base salary of $99,750. You will be assigned a full course load beginning in the Fall Semester 2018. Please contact me immediately to discuss your faculty assignment for the remainder of the Winter Semester 2018.

El-Sayed did not show up for the March 9, 2018, meeting and, therefore, Qatu was unable to provide him with a copy of the letter. Qatu scheduled another meeting with El-Sayed for March 12, 2018, but once again El-Sayed did not attend. Thereafter, Qatu provided Woike with a copy of the March 9, 2018, letter and enlisted his assistance in informing El-Sayed of the administration's decision. According to Woike, the administration had initially intended to return El-Sayed to faculty effective immediately but that plan changed after El-Sayed did not appear for the earlier meetings. Woike testified that he decided to place El-Sayed on administrative leave until the start of the Fall 2018 semester so that Respondent would have an opportunity to "figure out a smooth transition from the administrative role to faculty and in the middle of the semester it would have been a little tough." Woike testified that it is common at EMU for administrators who are returning to faculty to be placed on administrative leave in order to give them time to acclimate back to teaching.

In an email dated March 13, 2018, Woike requested that El-Sayed attend a meeting the following day at 9 a.m. to "discuss [his] status with the department." On that date, Woike met with El-Sayed and handed him the letter which Qatu had drafted the previous week. Woike testified that he told El-Sayed that he was being placed on administrative leave until the fall and instructed him to empty his office and go home. At the hearing in this matter, El-Sayed denied that Woike told him that his return to faculty was not effective immediately as was stated in the Qatu letter. However, Respondent introduced into evidence an email which El-Sayed sent to Woike shortly after the meeting. In that message, which is dated March 15, 2018, El-Sayed wrote, "In your verbal communication with me, you stated that 'I will start teaching in the Fall of 2018, I should empty my office, go home and wait until you call me on my cell and tell me the effective date of my return to faculty.'"

On March 19, 2018, El-Sayed sent an email to Qatu indicating that there was a conflict between the March 9th letter and what Woike had verbally told him during the meeting regarding the effective date of his return to faculty. Woike testified that he did not respond to that email because "[b]y this point I was consulting with legal counsel." El-Sayed testified that from March through the end of the semester, he was in a state of "limbo." El-Sayed remained home and was not assigned any teaching duties. He received no further communication from the EMU administration. El-Sayed continued to receive emails addressed to him in his capacity as Director of the School of Engineering Technology, but he ignored those messages. Although El-Sayed testified that he was under the belief that he was a member of faculty, he admitted that he continued to receive his administrator salary and benefits during that period.

Around this time, El-Sayed had begun pursuing whistleblower claims against Respondent, as well as various claims with the Department of Labor. After consultation with legal counsel, Woike decided to offer El-Sayed a settlement agreement which involved resolution of those cases in exchange for various terms pertaining to El-Sayed's return to faculty. On April 30, 2018, Woike sent an email to El-Sayed instructing him to attend a meeting "as soon as possible to discuss your return to faculty in the School of Engineering Technology." Woike and El-Sayed agreed to meet on May 2, 2018. Thereafter, El-Sayed contacted Union president Kullberg and asked her to represent him at the meeting. El-Sayed testified that he was terrified to meet with Woike because prior to the events giving rise to the instant charge, El-Sayed had met with Woike to complain about "bad treatment to faculty" and, during those meetings, Woike had reminded him that he was at-will and "can be let go at any time." El-Sayed testified that he was afraid that Woike was going to fire him.

El-Sayed appeared for the meeting on May 2, 2018, along with Kullberg. Upon their arrival, Woike expressed surprise at Kullberg's presence. When Kullberg indicated that she was there to represent El-Sayed, Woike responded, "But he's not your member, you can't represent him." In response, Kullberg cited the Qatu letter which indicated that El-Sayed had been returned to faculty effective March 9, 2018. Woike replied, "No, no, no, that's not that way. Maybe after today he'll go back to faculty, but right now at this moment he's an administrator." Woike refused to allow Kullberg into his office to attend the meeting. Kullberg asked El-Sayed whether he wanted to go ahead with the meeting and El-Sayed indicated that he was willing to do so.

At the start of the meeting, Woike made clear that the purpose of the discussion was to confer regarding El-Sayed's return to faculty. Woike handed El-Sayed a two-page settlement containing a numbered list of terms and conditions relating to El-Sayed's employment upon his return to the EMU faculty. At the hearing in this matter, Woike testified that the EMU-AAUP contract allows the University to negotiate directly with new faculty members over terms and conditions of employment and that "it is not uncommon for us to allow department heads and school directors and deans to offer incentive packages . . . ." The specific terms and conditions offered by Respondent in the settlement agreement provided to El-Sayed on May 2, 2018, are set forth below, along with relevant testimony from Woike and Kullberg regarding those terms.

1. As indicated in the letter dated 09 March 2018, you are relieved of any and all administrative responsibilities in the School of Engineering Technology to which you were assigned.

2. You will return any and all university property associated with your former administrative role to the Dean of the College of Technology no later than five (5) days from the execution of this letter.

3. You will remain on administrative leave at your current school director base salary ($133,000) until 30 April 2018.

4. Effective 01 May 2018, you will return to faculty at the rank of Professor in Mechanical Engineering Technology (per your original offer letter), with a faculty base salary of $99,750.

   Woike testified that this was the same salary to which El-Sayed would have been entitled regardless of whether he signed the agreement.

5. You will be assigned faculty office space for your use, commencing with the start of Summer 2018.

   According to Woike, all EMU faculty have a right to office space; accordingly, this is a benefit that El-Sayed would have received regardless of whether he signed the agreement.

6. For each seven-and-a-half (7.5) week sub term in Summer 2018, and subject to the approval of Dean Mohamad Qatu, you are eligible to receive up to 10% (ten percent) of your faculty base salary for completing work in the College of Technology as assigned.

   Woike testified that EMU was offering El-Sayed compensation for the summer of 2018 by identifying administrative work which he could perform as a faculty member. According to Woike, this benefit was dictated by the Department Input Document which allows for a standard process by which faculty can "volunteer" for summer schedules. Therefore, this was a benefit to which El-Sayed would have been entitled regardless of whether he signed the agreement. Woike testified that El-

Sayed did not ultimately receive this benefit due to the timing of his return to faculty.

7. You will be eligible for the contractual faculty base salary increase, effective 01 September 2018: $99,750 X 2.5% = $102,244.

   According to Woike, this is a benefit for which El-Sayed would not have been eligible unless he signed the settlement agreement because, pursuant to the terms of the collective bargaining agreement between EMU and the EMU-AAUP, an individual must have been a member of the faculty as of September 1, 2017, in order to be eligible for the salary increase.

8. Effective 01 September 2018, you will be assigned fifty percent (50%) release from teaching for the purpose of preparing for your full return to the classroom in Winter 2019. You will be assigned six (6) credit hours of teaching for Fall 2018.

   According to Woike, release time is usually granted to new faculty coming in to the University and is not a benefit which the administration typically negotiates with the EMU-AAUP. However, Woike testified that release time is not normally used for administrators returning to faculty. In contrast, Kullberg testified that administrators returning to faculty are usually afforded release time.

9. You will make a return to the classroom and your full faculty responsibilities in Winter 2019, with course assignments in the School of Engineering Technology totaling twelve (12) credit hours.

   Woike testified that this is the normal teaching load for EMU faculty.

10. You will remain eligible for summer course assignments, pursuant to the course rotation procedures established in the School of Engineering Technology Department Input Document.

    According to Woike, El-Sayed would have been entitled to this benefit starting with the summer term of 2019 regardless of whether he signed the agreement.

11. You will be provided access (e.g. E-ID card swipe keys, etc.) to any areas (classrooms, labs, etc.) necessary in the College of Technology for you to execute your faculty responsibilities.

    Woike testified that El-Sayed would have been entitled to this benefit regardless of whether he signed the agreement.

12. With the execution of this agreement, you agree to release and hold the University and its employees harmless from any and all claims, damages, or liabilities of any kind associated with your return to faculty.

According to Woike, the release provision only related to legal causes of action pertaining to El-Sayed's return to faculty and would not prevent the filing of grievances upon his becoming a member of the EMU-AAUP bargaining unit.

El-Sayed refused to sign the agreement during the May 2, 2018, meeting without first speaking with his attorney. In response, Woike gave El-Sayed until 2 p.m. the following day to make a decision. Woike testified that the reason for the deadline was because the University had to transition him to faculty as quickly as possible to avoid any disruption in his benefits and compensation. Later that same day, El-Sayed's attorney notified Woike that El-Sayed would not sign the agreement. At that point, the administration elected to return him to faculty without release time. The paperwork effecting El-Sayed's return to faculty was filled out and submitted on May 8, 2018. Woike testified that the employment action was made retroactive to May 1, 2018, in order to make sure that El-Sayed did not miss a pay period and so that his faculty benefits would kick in as early as possible. Woike described this as "standard practice for the University." El-Sayed was returned to faculty at the salary specified in the original offer of employment and with the standard faculty benefit package. In addition to not being granted any release time, El-Sayed was not assigned administrative work for supplemental compensation during the Summer 2018 term or made eligible for the contractual faculty base salary increase for the 2018-2019 school year.

Discussion and Conclusions of Law:

Charging Party contends that EMU administrators engaged in various actions which had a chilling effect on the protected concerted activities of its members. Charging Party asserts that Qatu violated Section 10(1)(a) of PERA by requiring Speelman to attend a disciplinary meeting at which he questioned her about her threat to file a grievance. According to Charging Party, Respondent again acted unlawfully when two of its administrators, Balazs and Tew, berated EMU-AAUP members at a grievance meeting for bringing the transfer credit issue to the Union's attention. Finally, Charging Party asserts that the University violated the Act by refusing to allow El-Sayed to have a Union representative at the May 2, 2018, meeting and by attempting to bargain directly with El-Sayed over terms and conditions of his employment.

Section 10(1)(a) of PERA makes it unlawful for a public employer to interfere with, restrain or coerce employees in the exercise of rights guaranteed to public employees under Section 9 of the Act, including the right to engage in "concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection." While anti-union animus is not a required element to sustain a charge based on a Section 10(1)(a) violation, a party must still demonstrate that the complained of actions by an employer have "objectively" interfered with that party's exercise of protected concerted activity. *Huron Valley Sch*, 26 MPER 16 (2012); *Macomb Academy*, 25 MPER 56 (2012).

With respect to the November 21, 2017, discussion between Dean Qatu and Dr. Speelman, Charging Party alleges that the meeting was a "sham" fact-finding meeting during which Qatu falsely accused Speelman of threatening Brake. According to Charging Party, it is simply "not credible" that Brake felt physically endangered by Speelman because

"Speelman is short and not physically threatening." In addition, the Union asserts that Qatu unlawfully interrogated Speelman about her threat to file a grievance against Brake. The evidence, however, does not support any of the Union's claims with respect to the investigatory meeting. Notably, Speelman and Brake did not appear as witnesses in this matter, nor were any of the various witnesses to their exchange called to testify. Therefore, it is simply not possible to make a finding regarding exactly what occurred between the two women on November 10, 2017, nor am I able to determine whether Brake reasonably felt threatened by Speelman. The record does, however, establish what information Qatu had at his disposal at the time he made the decision to call Speelman in for an investigatory meeting.

In her November 13, 2017, email to Qatu, Brake alleged that Speelman had confronted her in the lobby near her office and angerly accused Brake of telling lies about her. According to the email, Speelman could not calm herself down and she continued to berate Brake until the administrator was able to carefully back away. In fact, Brake asserted that she made certain not to turn her back on Speelman while she made her exit from the encounter. Although Brake admitted in the email that Speelman had not physically threatened her, she indicated that she was nevertheless "very concerned" about Speelman and she described the situation as potentially "dangerous" and "explosive." Brake opined that Speelman's conduct was "not appropriate for the workplace" and stated that had Speelman been a student, she would have written a care report. After receiving the email, Qatu conducted an in-person interview with Brake during which Brake alleged that Speelman's "overall posture presented a possible physical threat that she felt when in that encounter." Qatu testified credibly that based upon the information presented to him, he had a concern that Speelman's conduct may have violated the University's workplace violence prevention policy. Under these circumstances, I find that Qatu had a legitimate and substantial business justification for conducting an interview with Speelman about her altercation with Brake.

With respect to Speelman's threat to file a grievance, there is credible evidence in the record establishing that it was Speelman, not Qatu, who first brought up the subject of the grievance while attempting to explain what transpired between herself and Brake on November 10, 2017. However, even if Qatu had been first to reference the grievance, I would nevertheless find no violation of Section 10(1)(a) of PERA on these facts. By all accounts, the discussion of Speelman possibly filing a grievance against Brake was one of several points raised during the meeting. There is no indication that Qatu focused on that issue, nor is there any suggestion in the record that he expressed anger or disapproval regarding the threat or that he in any way stated or implied that Speelman could be disciplined for contemplating the filing of a grievance. Speelman was accompanied at the meeting by Kullberg, the Union president, who apparently raised no contemporaneous objection to discussion of the grievance. Notably, the meeting concluded with Qatu indicating that he had not made up his mind about whether discipline would result from the altercation and, ultimately, Speelman was never formally accused of violating University policy or subject to any disciplinary measures. For these reasons, I conclude that Respondent did not interfere with Speelman's exercise of her Section 9 rights by interviewing her regarding the Brake incident.

I also find that Charging Party failed to establish a violation of Section 10(1)(a) of the Act based upon the conduct of EMU administrators at the December 19, 2017, grievance

meeting regarding the transfer of online credits for business courses from WCC. Charging Party contends that by telling bargaining unit members that they were unwilling to discuss the transfer credit issue because they had filed a grievance, Tew and Balazs essentially punished faculty members for filing a grievance. In addition, Charging Party asserts that Tew engaged in conduct which is likely to have a chilling effect on union activity by yelling at faculty members during the grievance hearing.

There seems to be no dispute that Balazs and Tew became frustrated during the grievance hearing and that the meeting was, at times, acrimonious. However, the record indicates that the primary source of annoyance for the administrators was the fact that the faculty members remained fixated on their position that EMU should not continue to accept transfer credits from WCC for online courses. Balazs and Tew both testified that there was considerable discussion regarding the appropriateness of accepting credits for online courses, and their testimony was corroborated by the written summary prepared by Balazs shortly after the meeting had transpired. Tew testified credibly that he repeatedly attempted to steer the faculty back to what he believed should be the primary focus of the conversation, telling the faculty members that "we are here to talk about the alleged contract violations, not the Washtenaw Community College transfer credits." Even Kullberg seems to confirm that much of the discussion concerned the underlying dispute over accepting transfer credits from WCC. Kullberg testified that she told Balazs and Tew that the faculty felt the conversation over the appropriateness of accepting the transfer credits had been shut down by the administration and that "the grievance process is entirely an appropriate place to be talking about these issues."

There is conflicting testimony regarding Tew's demeanor during the grievance hearing, as well as a dispute over what exactly Balazs and Tew told the faculty regarding their decision to file a grievance. Kullberg testified that Tew became red-faced, loud and agitated and that he angrily stated, "You should never have gone to the Union with this. We don't want you going to the Union with things like this. This is not acceptable." According to Kullberg, both Balazs and Tew stated that the administration could no longer discuss the transfer credit issue because the faculty had filed a grievance. Although Balazs and Tew denied making such statements during the hearing, I find it unnecessary to resolve this factual dispute. Even if I were to fully credit Kullberg's testimony, the conduct she described would not rise to the level of a violation of Section 10(1)(a) of PERA.

While anti-union animus is not a required element to sustain a charge based on a Section 10(1)(a) violation, a party must still demonstrate that the complained of actions by an employer have "objectively" interfered with that party's exercise of protected concerted activity. *Macomb Academy*, 25 MPER 56 (2012). Mere anti-union statements standing alone do not violate PERA. *Edwardsburg Pub Sch,* 1994 MERC Lab Op 870. An employer does not run afoul of the Act by criticizing the union, its motives or the ability of its officers, even if those comments are rude, discourteous or antagonistic, nor is it per se unlawful for a management representative to criticize a grievance or question its merits. See e.g. *City of Lincoln Park*, 1983 MERC Lab Op 362; *New Haven Cmty Schs*, 1990 MERC Lab Op 167, 179. It is only where management threatens, expressly or impliedly, retaliatory action that a violation of the Act is established. *City of Southfield*, 1987 MERC Lab Op 126, 141; *City of Detroit Water & Sewerage*, 1985 MERC Lab Op 777, 781; *Redford Twp*, 1982 MERC Lab Op 1289, 1300. To determine whether an employer's remarks constitute a threat, both

the content and the context in which they occurred must be examined. *City of Ferndale*, 1998 MERC Lab Op 274, 277.

The Commission has long recognized that in the course of collective bargaining and grievance administration, tempers may become heated and harsh words may be exchanged. *City of Riverview*, 2001 MERC Lab Op 354. See also *Benzie County Central Sch*, 1984 MERC Lab Op 838; *Reese Pub Sch*, 1967 MERC Lab Op 489. Thus, remarks by employees made in front of co-workers on the "shop floor" may be entitled to less protection than those made during formal grievance discussions. See *Baldwin Cmty Sch*, 1986 MERC Lab Op 513. Likewise, criticism by management of a union agent may be threatening when made in front of other employees even though permissible in the context of a formal negotiating session or grievance meeting. *New Haven Cmty Sch, supra.*

For example, in *City of Ferndale*, 1998 MERC Lab Op 274 (no exceptions), the local president stated during contract negotiations that "a lot of other people are afraid to file grievances, but I'm not." A police captain interjected, telling the president that he should be afraid. The captain also made reference to "having lots of bullets" in his gun. The ALJ held that the captain's "insipid and senseless" statements did not rise to the level of a threat which would discourage employees from utilizing the grievance procedure or engaging in protected activities. In so holding, the ALJ noted that the mood of the meeting was congenial and that one of the union's own witnesses testified that he viewed the captain's remarks as part of the negotiation process and not a threat. Compare *Bangor Twp Bd of Ed*, 1984 MERC Lab Op 274 (no exceptions), in which the employer asked teachers with the lowest seniority to raise their hands during a staff meeting to discuss scheduling and indicated that those employees would not have their jobs the next year because the union had voted down a wage freeze. The ALJ held that the employer's dramatic gesture of requiring low seniority teachers to raise their hands in a public meeting was coercive because it went beyond informing them of the possibility of their layoff, but rather gratuitously exposed those employees to public embarrassment and possible public pressure.

In the instant case, the statements attributed to Balazs and Tew by Kullberg were not made in a classroom in front of students or at a general faculty meeting; i.e. on "the shop floor." Rather, the remarks were made at a formal hearing to discuss a grievance filed by the Union under the procedures set forth in the collective bargaining agreement. The hearing was contentious, with individuals on both sides of the table raising their voices and expressing irritation. Although Balazs and Tew purportedly criticized faculty members for going to the Union and lamented that the filing of the grievance meant that the parties could no longer continue attempting to resolve the issue, it was not established that the antagonism expressed by the administrators carried with it any express or implied threats of retaliation. Notably, the parties spent a good portion of the hearing discussing the merits of accepting transfer credits, with Balazs even suggesting a possible solution to resolve the underlying dispute. There is no evidence to suggest that Respondent took any action following the hearing to prevent bargaining unit members from filing grievances. In fact, it is undisputed that Tew has no authority to discipline faculty members. Finally, the record reflects that the transfer credit issue was ultimately resolved amicably and to the satisfaction of the faculty. For all of these reasons, I find that the statements and conduct attributed to Balazs and Tew do not establish a violation of Section 10(1)(a) of PERA by Respondent.

Next, Charging Party contends that Respondent denied El-Sayed union representation during his May 2, 2018, meeting with David Woike, EMU's Interim Assistant Vice President for Academic Affairs. It is well established under both the National Labor Relations Act (NLRA) and PERA that an employee has the right, upon request, to the presence of a union representative at an investigatory interview when the employee reasonably believes that the interview may lead to discipline. *NLRB v Weingarten, Inc*, 420 US 251 (1975). See also *Univ of Michigan*, 1977 MERC Lab Op 496. This obligation arises only when the employee actually requests representation by the Union. *Grand Haven Bd of Water and Light*, 18 MPER 80 (2005); *City of Marine City (Police Dep't)*, 2002 MERC Lab Op 219 (no exceptions). Moreover, an employee has no right to union representation at a meeting held solely for the purpose of informing the employee of, and acting upon, a previously made disciplinary decision. See e.g. *City of Kalamazoo*, 1996 MERC Lab Op 556, 562; *Baton Rouge Water Works Co*, 246 NLRB 995, 997 (1979).

At hearing and in their post-hearing briefs, the parties spent a considerable amount of time on the question of whether El-Sayed was a member of Charging Party's bargaining unit at the time of the meeting. Specifically, Respondent asserts that El-Sayed was still an administrator on May 2, 2018, and, therefore, was not represented by the EMU-AAUP at that time.[2] Ultimately, that issue is not relevant to the issue of whether Woike's refusal to allow Kullberg to attend the meeting constituted a violation of PERA. Although El-Sayed testified that he feared his employment with EMU would be terminated, Charging Party did not establish that the meeting was investigative in nature. Rather, the record establishes that the meeting was held for the purpose of discussing the University's decision to "return" El-Sayed to the EMU faculty, a decision which was made by Qatu and Woike several months earlier and communicated to El-Sayed by Woike on March 14, 2018. The May 2, 2018, meeting began with Woike explaining to El-Sayed that the subject of the discussion would be his return to faculty. Woike then handed El-Sayed a proposed settlement agreement listing terms and conditions relating to El-Sayed's employment as an EMU faculty member. There is no evidence suggesting that Woike ever interrogated El-Sayed during the meeting; in fact, it appears that the only question asked of El-Sayed was whether he was willing to sign the settlement agreement. When El-Sayed refused to sign the document, he was allowed to leave the meeting and given an opportunity to consult with his personal attorney and, presumably, Union representatives. Under such circumstances, I find that this was not an investigatory interview as contemplated by *Weingarten* and its progeny and, therefore, that Respondent did not violate PERA by refusing to allow Kullberg to attend the meeting.

I further conclude that Charging Party failed to establish that the proposed settlement agreement presented to El-Sayed during the May 2, 2018, meeting constituted direct dealing by Respondent in violation of Sections 10(1) (a) and (e) of PERA. Section 10(1)(e) of the

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[2] Assuming arguendo that El-Sayed was still an administrator as of May 2, 2018, the question of whether Respondent could lawfully deny him the right to be represented by Kullberg at the meeting is not as straightforward as the University claims. The Commission has held that an unrepresented employee has the right to seek the assistance of another employee at an investigatory interview which the employee reasonably believes will lead to discipline, but that such an employee does not have the right to representation by a non-employee union representative at such an interview. *Univ of Mich*, 1990 MERC Lab Op 272, citing *Detroit Bd of Ed*, 1982 MERC Lab Op 593. See also *Grandvue Med Care Facility*, 27 MPER 37 (2013).

Act prohibits a public employer from refusing to bargain collectively with the representatives of its public employees. In determining whether a party has violated its statutory duty to bargain in good faith, the totality of the party's conduct must be examined to determine whether it has "actively engaged in the bargaining process with an open mind and a sincere desire to reach an agreement." See e.g. *Unionville-Sebewaing Area Sch*, 1988 MERC Lab Op 86, 89, quoting *Detroit Police Officers Assn v City of Detroit*, 391 Mich 44, 53-54 (1975). An employer violates the Act if it engages in negotiations directly with individual employees who are represented by an exclusive bargaining agent. In such cases, the relevant inquiry is whether the employer's conduct is "likely to erode the union's position as exclusive representative." *City of Detroit (Housing Comm)*, 2002 MERC Lab Op 368, 376 (no exceptions), citing *Modern Merchandising*, 284 NLRB 1377, 1379 (1987). An allegation of direct dealing against an employer must involve a change or proposed change in the terms and conditions of a mandatory subject of bargaining. *City of Grand Rapids*, 1994 MERC Lab Op 1159, 1162.

In the instant case, many of the items listed on the settlement agreement pertained to terms and conditions of employment which would have been applicable to El-Sayed regardless of whether he signed the document. For example, the agreement called for El-Sayed to be assigned to teach twelve credit hours during the Winter 2019 term, which is the normal teaching load assigned to EMU faculty members, and it required the University to provide El-Sayed with the same access to facilities as other members of the bargaining unit.

The remaining provisions of the settlement document provided to El-Sayed on May 2, 2018, appear to pertain to issues over which the University and the EMU-AAUP have already bargained. Woike testified without contradiction that the University has historically negotiated with new faculty members over their terms and conditions of employment, and the parties' collective bargaining agreement seems to support Respondent's right to take such action. Article XIV, Section 5 of the contract indicates that Respondent, with the approval of the Provost and Vice President or his/her designee, may offer "terms and conditions in a letter of appointment to the Faculty beyond those provided by this Agreement." Similarly, Article XVIII, Section F of the parties' contract specifically grants the University the right to "further increase the salary" of any bargaining unit member and provides that "EMU's granting or failure to grant any additional salary increase to any Faculty Member shall not be construed to be a violation of the Agreement and is not subject to the grievance procedure."

Finally, the fact that there was language in the proposed agreement releasing the University of liability does not constitute an attempt by Respondent to deal directly with a bargaining unit member in violation of PERA. The agreement specifies that the release was to be applicable only to claims relating to El-Sayed's return to faculty and, therefore, it logically would affect only those disputes arising during the period prior to El-Sayed's inclusion in Charging Party's bargaining unit. Thus, the release would not have any prospective impact implicating EMU's duty to negotiate with Charging Party. For these reasons, I conclude that Charging Party failed to meet its burden of proving that the University engaged in direct dealing with a bargaining unit member in violation of Sections 10(1) (a) and (e) of the Act.

I have carefully considered the remaining arguments set forth by the parties in this matter and conclude that they do not warrant a change in the result. In summary, I find that Respondent did not violate Section 10(1)(a) of PERA by requiring Speelman to attend a disciplinary meeting on November 21, 2017, at which Qatu questioned her about a prior incident with another administrator, nor was the conduct of Balazs and Tew during the December 19, 2017, grievance meeting unlawful. I further conclude that Respondent did not commit a *Weingarten* violation by prohibiting Kullberg from attending the May 2, 2018, meeting or engage in direct dealing in violation of Sections 10(1)(a) and (e) of the Act by offering El-Sayed a settlement agreement at that meeting. Accordingly, I recommend that the Commission issue the order set forth below.

RECOMMENDED ORDER

The unfair labor practice charges filed by the EMU-AAUP against Eastern Michigan University in Case No. C18 E-042; Docket No. 18-010567-MERC and Case No. C18 E-044; Docket No. 18-011039-MERC are hereby dismissed in their entireties.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

David M. Peltz
Administrative Law Judge
Michigan Office of Administrative Hearings and Rules

Dated: June 18, 2019