

**STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION**

In the Matter of:

WAYNE COUNTY,
Public Employer - Respondent,

Case No. C05 D-097

-and-

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 502, AFL-CIO,
Labor Organization - Charging Party.

APPEARANCES:

James Oleksinski, Esq., Wayne County Labor Relations Division, for the Public Employer

Akhtar, Webb & Ebel, by Jamil Akhtar, Esq., for the Labor Organization

DECISION AND ORDER

On September 30, 2005, Administrative Law Judge (ALJ) Roy L. Roulhac issued his Decision and Recommended Order in the above matter finding that Respondent, Wayne County, did not commit an unfair labor practice when it refused to allow members of the Service Employees International Union, Local 502, AFL-CIO (Charging Party or Local 502), who are employed at the Detroit Metropolitan Wayne County and Willow Run Airports to compete for a May 7, 2005 promotional examination. The ALJ found that Respondent had not violated Section 10 of the Public Employment Relations Act (PERA), 1965 PA 379 as amended, MCL 423.210, as alleged in the charge, and recommended that the charge be dismissed. The Decision and Recommended Order of the ALJ was served upon the interested parties in accordance with Section 16 of PERA. On November 10, 2005, Charging Party filed timely exceptions to the ALJ's Decision and Recommended Order, a brief in support of the exceptions, and a request for oral argument. Respondent filed a timely response to Charging Party's exceptions on December 27, 2005. After reviewing the exceptions and the response, we find that oral argument would not materially assist us in deciding this case. Therefore, Charging Party's request for oral argument is denied.

In its exceptions, Charging Party contends that the ALJ erred by finding that members of Local 502 employed by the Wayne County Airport Authority (WCAA) were ineligible to take the sergeants' promotional examination administered by Wayne County. Charging Party also

claims that the ALJ erred by finding that the September 2003 memorandum of agreement between Respondent, Charging Party, and the WCAA did not provide for promotional and transfer rights of the members of Local 502. After a careful and thorough review of the record, we agree with the findings and conclusions of the ALJ.

Facts:

Local 502 and Wayne County were parties to a collective bargaining agreement for a bargaining unit of Wayne County employees performing non-supervisory law enforcement work. When the agreement was negotiated, the bargaining unit included law enforcement employees working at the Detroit Metropolitan Wayne County and Willow Run Airports. Under the agreement, they had certain rights to transfer and be promoted to vacant positions at both the airports and the Wayne County Sheriff's Department. The agreement was in effect from December 1, 2000 to November 30, 2004.

In March 2002, during the term of the agreement, the Wayne County Airport Authority (WCAA) was created under the Public Airport Authority Act (Act 90), MCL 259.108, *et seq*, as a separate and distinct public employer, to operate the Detroit Metropolitan Wayne County and Willow Run Airports. Section 119(2) of Act 90 allowed Local 502 bargaining unit members employed at the airports by Wayne County to transfer to the WCAA on or before the date that the Federal Aviation Administration transferred operational jurisdiction of the airports to the WCAA, and gave them the option to return to Wayne County's employment within one year from the approval date. The transfer to WCAA occurred on August 9, 2002.

On September 25, 2003, the WCAA, Wayne County, the Wayne County Sheriff, and Local 502 entered into a memorandum of agreement which provided: "Transfer rights between the WCAA and the WCSD [Wayne County Sheriff Department] under the current CBA [between Local 502 and Wayne County] will be guaranteed for all employees who successfully bid and transfer to the WCAA on or before 11/30/04 through the life of the next collective bargaining agreement." Although this agreement was not submitted in evidence before the ALJ, the quoted language was referenced in written submissions by both parties and by the ALJ in his Decision and Recommended Order. A copy of the memorandum of agreement was attached to Wayne County's response to Local 502's exceptions, without objection. It was also in evidence before us in another case, *Wayne Co Airport Authority*, 17 MPER 85 (2004), involving these same parties, in which the WCAA filed four unit clarification petitions to sever its employees from existing bargaining units including Wayne County employees represented by Local 502.

In *Wayne Co Airport Authority*, this Commission held that Act 90 created the WCAA as a separate and distinct public employer and severed Local 502's airport employees from the overall existing unit of the Wayne County Sheriff's Department and Airport Police Division employees. We also preserved Local 502's status as bargaining representative for employees in the resulting bargaining units at the Sheriff's Department and the WCAA. However, we held that "the WCAA shall remain a member of the multi-employer association comprised of the WCAA, Wayne County, and the Wayne County Sheriff for the purpose of bargaining the duration of transfer rights conferred by their Memorandum of Agreement with Local 502."

On March 21, 2005, Wayne County posted a promotional examination announcement for the classification of police sergeant. The examination was only open to Wayne County

employees who had regular status prior to May 7, 2005, the date of the examination. Wayne County rejected the applications submitted by fifty-six members of Local 502's bargaining unit who were employed by the WCAA at the airports. In its unfair labor practice charge against Wayne County, Local 502 claims that Wayne County violated both PERA and Act 90 when it refused to allow Local 502's members employed at the Detroit Metropolitan Wayne County and Willow Run Airports to compete for a May 7, 2005 promotional examination.

Discussion and Conclusions of Law:

Local 502 claims that Wayne County violated and repudiated the parties' collective bargaining agreement when it determined that members of Local 502's WCAA bargaining unit were not eligible to take the sergeants' promotional examination. A dispute as to the meaning of a contract does not constitute repudiation of the contract. *Central Michigan Univ*, 1997 MERC Lab Op 501, 507. Moreover, this Commission does not adjudicate disputes merely regarding contract interpretation. *Wayne Co Cmty College Dist*, 2002 MERC Lab Op 26, 30; *Village of Romeo*, 2000 MERC Lab Op 296, 298. Consequently, this claim is rejected.

Local 502 argues that language in Section 119(2) of Act 90 requires Wayne County to administer the sergeants' promotional examination to all members of Local 502 who applied, including those members employed by the WCAA. The argument fails because this Commission is not charged with the enforcement of Act 90.

Local 502 also claims that when we granted the WCAA's unit clarification petition, we held that Wayne County and the WCAA must honor transfer and promotion rights conferred by the September 2003 memorandum of agreement. The September 2003 memorandum of agreement offers transfer rights to "all employees who successfully bid and transfer to the WCAA on or before 11/30/04 through the life of the next collective bargaining agreement." However, there is nothing in that agreement that addresses promotion rights, and the collective bargaining agreement deals with transfers and promotions in separate articles.

Finally, Local 502 asserts that PERA was violated because Wayne County's rejection of its members' applications to take the sergeants' promotional examination occurred while an Act 312 arbitration was pending. Once this Commission severed the relationship between Wayne County and Local 502's airport employees from the overall existing unit of Wayne County Sheriff's Department and Airport Police Division employees, Wayne County no longer had authority to determine the hours of work, rates of pay, or other conditions of employment for those employees. In other words, Wayne County had no obligation to offer promotion opportunities to WCAA employees.

After carefully examining each of the arguments set forth by Charging Party in its exceptions and brief, we find them unpersuasive. In accordance with the conclusions of law set forth above, we adopt the Order recommended by the ALJ.

ORDER

The unfair labor practice charge is dismissed.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

Nora Lynch, Commission Chairman

Nino E. Green, Commission Member

Eugene Lumberg, Commission Member

Dated: _____

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

WAYNE COUNTY,
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SERVICE EMPLOYEES INTERNATIONAL
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Charging Party-Labor Organization.

APPEARANCES:

James Oleksinski, Esq., Wayne County Labor Relations Division, for the Public Employer

Akhtar, Webb & Ebel, by Jamil Akhtar, Esq., for the Labor Organization

DECISION AND RECOMMENDED ORDER
OF ADMINISTRATIVE LAW JUDGE

This case was heard in Detroit, Michigan, on June 15, 2005, by Administrative Law Judge Roy L. Roulhac for the Michigan Employment Relations Commission (MERC) pursuant to Sections 10 and 16 of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, MCL 423.210 and 423.216. Based on the record and post-hearing briefs filed by August 19, 2005, I make the following findings of fact and conclusions of law.

The Unfair Labor Practice Charge:

On April 29, 2005, Charging Party SEIU Local 502 (Local 502) filed an unfair labor practice charge against Respondent Wayne County alleging certain violations of PERA. Local 502 claims that Wayne County unilaterally changed and repudiated the terms and conditions of employment of its bargaining unit members by refusing to honor various provisions of the parties' collective bargaining agreement (CBA), including Article 15 involving promotions. Specifically, Local 502 claims that Wayne County violated PERA when it refused to allow Local 502's members employed at the Detroit Metropolitan Wayne County and Willow Run Airports to compete for a May 7, 2005 promotional examination. Local 502 also alleges that after it filed an Act 312 petition with the Commission pursuant to Act 312 of the Public Acts of 1969, as amended, MCL 423.231 *et. seq.*, Wayne County was required to honor the terms and conditions of the parties' CBA until a new contract was negotiated.

Procedural and Bargaining History and Stipulated Facts:

Local 502 and Wayne County are parties to a collective bargaining agreement that covered the period December 1, 2000 to November 30, 2004. Local 502 is the bargaining representative for employees of Wayne County who perform non-supervisory law enforcement

work, including but not limited to police officer, corporal and detective. When the CBA was negotiated, the phrase “employees of Wayne County” included law enforcement officers working for the Detroit Metropolitan Wayne County and Willow Run Airports, which were under the operational jurisdiction of Wayne County. Bargaining unit members had the right to transfer and be promoted to vacant positions at the airports, and at the Sheriff’s Department. Article 15 of the CBA governs promotions and contains a procedure that allows eligible employees to take an examination to test their competency to become a sergeant. It also provides that the highest ranked bargaining unit member on the eligible list shall be promoted to sergeant when vacancies occur.

In March 2002, during the term of the collective bargaining agreement, Act 90 was enacted. It created, among other things, Wayne County Airport Authority (WCAA) as a separate and distinct public employer to operate the airports, granted certain rights and benefits to employees who elected to transfer to the WCAA, and imposed obligations on the WCAA to protect the rights and benefits that the transferring employees had during their employment with Wayne County. Section 119(2) allowed bargaining unit members employed at the airports to transfer to the WCAA on, or before, the Federal Aviation Administration transferred operational jurisdiction of the airports to the WCAA, and gave them the option to return to Wayne County’s employment within one year from the approval date “without a loss of seniority unless contrary to a collective bargaining agreement.”

The WCAA was approved to operate the airports on August 9, 2002. The Act required the WCAA to:

- Assume and be bound by the transferring employees’ existing collective bargaining agreements for the remainder of their terms, continue to recognize the transferring employees’ bargaining representatives and honor all obligations of a public sector employer after the collective bargaining agreements expire (Sec. 119(1));
- Accept the transferring employees without a break in employment subject to all rights and benefits that they held under the collective bargaining agreements with Wayne County (Sec. 119(2));
- For one year after the approval date, or for a longer period if required by their agreements, not place the transferring employees in a worse position regarding wages, workers’ compensation, pension, seniority, sick leave, vacation, or health and welfare insurance or any other term and condition of employment that the transferring employees had under agreements with Wayne County (Sec. 119(2)); and
- Not diminish the transferring employees’ accrued local government pension benefits or credits, and, if a transferring employee was not vested, credit his or her post-transfer service toward vesting in Wayne County’s retirement system (Sec. 119(2)).

Section 119(2) also provides that the employees’ protected rights and benefits may be altered by a future collective bargaining agreement except that if transferring employees had a right, by

contract or statute, to submit unresolved disputes to binding Act 312 arbitration, they would continue to have that right.^{1 2}

A year after Act 90's passage, the WCAA, Wayne County, the Wayne County Sheriff and Local 502 entered into a September 25, 2003 memorandum of agreement which provided that transfer rights between the WCAA and the Wayne County Sheriff Department under the current CBA [between Local 502 and Wayne County] will be "guaranteed for all employees who successfully bid and transfer to the WCAA on or before 11/0/04 [the date the CBA expired] through the life of the next collective bargaining agreement."

In April 2004, WCAA filed four unit clarification petitions to sever its employees from existing bargaining units represented by Local 502 and various other labor organizations, including the Wayne County Law Enforcement Supervisory Local 3317, AFSCME. On October

¹Relevant parts of Section 119 of Act 90 read:

(1) For employees who elect to transfer to the authority under subsection (2) and who are covered by the terms of a collective bargaining agreement with the local government that owns and airport over which operational jurisdiction will be transferred, the authority shall assume and be bound by those existing collective bargaining agreements for the remainder of the term of the agreement. A representative of the employees or a group of employees in the local government who represents or is entitled to represent the employees or a group of employees of the local government, pursuant to 1947 PA 336, MCL 423.201 to 423.217 [PERA], shall continue to represent the employees or group of employees after the employees transfer to the authority and the authority shall honor all obligations of a public sector employer after the expiration of any collective bargaining agreement with respect to transferring employees.

(2) Local government employees employed at an airport from which operational jurisdiction will be transferred to an authority may agree to transfer to the employment of the authority on or before a date established by the authority. The date established by the authority shall not be later than the approval date... The authority shall accept the transfers without a break in employment, subject to all rights and benefits held by the transferring employees under a collective bargaining agreement. Transferring employees shall not be placed in a worse position by reason of the transfer for a period of 1 year after the approval date, or any longer period as may be required in connection with the assumption of any applicable collective bargaining agreement, with respect to wages, workers' compensation, pension, seniority, sick leave, vacation, or health and welfare insurance or any other term and condition of employment that a transferring employee may have under a collective bargaining agreement that the employee received as an employee of the local government. The rights and benefits protected by this subsection may be altered by a future collective bargaining agreement except that any employee who as of the effective date of this chapter has the right, by contract or statute, to submit any unresolved disputes to the procedures set forth in 1969 PA 312, MCL 423.231 to 423.247, shall continue to have that right, or, for employees not covered by collective bargaining agreements, by benefit plans as established and adopted by the authority. Employees who elect to transfer shall not by reason of the transfer have their accrued local government pension benefits or credits diminished. If a transferring employee is not vested in his or her local government pension rights at the time of transfer, his or her post-transfer service with the authority shall be credited toward vesting in any local government retirement system in which the transferring employee participated prior to the transfer, but the post-transfer service with the authority shall not be credited for any other purpose under the local government's retirement system, except as provided in subsections (3) and (4). An employee who elects to transfer to the authority may, upon return to employment with the local government within 1 year from the approval date, do so without loss of seniority unless contrary to a collective bargaining agreement...

²Act 312 eligibility is limited to employees who are subject to the hazards of police work and fire fighting, and who are employed in a critical-service department whose function is to promote public safety, order and welfare so that a work stoppage in that department would threaten community safety. *Metropolitan Council No. 23, AFSCME v Oakland Co Prosecutor*, 409 Mich 299 (1980).

25, 2004, while the unit clarification petitions were pending, Local 502 filed a petition for Act 312 arbitration naming Wayne County, the Wayne County Sheriff and WCAA as co-employers.

In *Wayne Co Airport Authority*, 17 MPER 85 (December 20, 2004), the Commission rendered its decision and order on the WCAA's unit clarification petitions. It held that Act 90 created WCAA as a separate and distinct public employer, and clarified Local 502's bargaining unit by severing the airport employees from the overall existing unit of Sheriff's Department and Airport Police Division employees. The Commission also preserved, pursuant to Section 119(1) of Act 90, Local 502's status as bargaining representative for employees in the resulting bargaining units at the Sheriff's Department and the WCAA. The Commission wrote:

... [w]e conclude that the WCAA is a separate and distinct public employer. Prior to the establishment of the WCAA, employees at the Detroit Metropolitan Wayne County and Willow Run Airports were employees of Wayne County. Employees represented by Local 502 and 3317 were also employees of the Wayne County Sheriff. The County and the Sheriff shared authority over their hours of work, rates of pay, and other conditions of employment. However, the legislation under which the WCAA was created terminated the authority of Wayne County and Wayne County Sheriff over hours of work, rates of pay and other conditions of employment of members of Locals 502 and 3317 who are employed at the Detroit Metropolitan Wayne County and Willow Run Airports, and thereby terminated their co-employer status. That authority has been transferred to, and exclusively resides in, the WCAA. The relationship between Wayne County and its airports has been severed by operation of law, and we find the WCAA to be an independent employer. However, we must also decide whether a multi-employer bargaining obligation exists.

* * *

The WCAA has never consented to be a participant in a multi-employer bargaining unit with respect to employees represented by Local 3317, and we will not order the WCAA to the bargaining table with Wayne County and the Wayne County Sheriff because these former co-employers have no authority to make demands or to grant or withhold concessions with regard to rates of pay, hours of work or other conditions of employment of the employees at issue here.

With regard to Local 502, we have a different circumstance to consider, that being its agreement with Wayne County, the Wayne County Sheriff, and the WCAA to extend collectively bargained transfer rights "through the life of the next collective bargaining agreement." This multi-employer agreement contemplates a common expiration date of the guaranteed rights. WCAA may withdraw from this multi-employer relationship only if its withdrawal is both timely and unequivocal. *Retail Assoc., Inc*, 120 NLRB 388 (1958).

The WCAA's petition, seeking a separate bargaining unit for airport employees represented by Local 502 is unequivocal and gave adequate notice of the WCAA's intention to bargain independently. However, that notice was given after the WCAA became signatory to a multi-employer agreement regarding transfer rights. Consequently, giving due consideration to the brief history of the

multi-employer bargaining that has occurred and the limited scope of the multi-employer agreement to which the WCAA is a party, we find that the WCAA's withdrawal is timely in all respects, except one.

To allow the parties to separately bargain conflicting expiration dates for the extended transfer rights to which they have agreed would cause confusion and invite disputes. We see no reason why a multi-employer bargaining relationship should not be preserved as to this issue. Thus, we grant the relief sought by the WCAA as to Local 502 with regard to all subjects that may properly be bargained, with the exception of the duration of the transfer rights that all parties have agreed to extend "through the life of the next collective bargaining agreement." The expiration of those rights should be bargained jointly by the parties to the multi-employer agreement by which they were extended.

* * *

We grant the Wayne County Airport Authority's petition in Case No. UC04 C-009, and clarify the existing bargaining unit by severing the airport employees from the overall bargaining unit represented by Service Employees International Union, Local 502, with the proviso that pursuant to Section 119(1) of the Public Airport Authority Act, the status of Local 502 as bargaining representative of members of both resulting bargaining units is preserved and with the further proviso that the WCAA shall remain a member of the multi-employer association comprised of the WCAA, Wayne County, and the Wayne County Sheriff for the purpose of bargaining the duration of transfer rights conferred by their Memorandum of Agreement with Local 502.

On January 21, 2004, after the Commission's decision and order was issued, Local 502 filed separate amended petitions for Act 312 Arbitration. In one, it named Wayne County as a public employer and in the other, it named WCAA as a public employer.

Two months later, on March 21, 2005, Wayne County posted a promotional examination announcement for the supervisory law enforcement classification of police sergeant to establish a departmental promotion eligible list. The examination was only open to Wayne County employees who had regular status prior to May 7, 2005, the date of the written examination. Wayne County rejected the applications submitted by fifty-six members of Local 502's bargaining unit who were employed by the WCAA at the airports because the employees were neither employed by Wayne County nor had regular status with the County. On May 7, 2004, one WCAA employee took the examination; however, the County immediately notified him of his disqualification and ineligibility for placement on the eligible list. The list became effective June 1, 2005.

The instant unfair labor practice charge was filed on April 29, 2005. Thereafter, on June 27, 2005, the Wayne County Circuit Court granted Local 502's request for injunctive relief and ordered Wayne County to conduct a second promotional examination.

Conclusions of Law:

Local 502 points to language in Section 119(2) of Act 90 as requiring Wayne County to administer the sergeants' examination to all members of Local 502 who applied, including those members employed by the WCAA, a separate and distinct public employer. According to Local 502, Wayne County unilaterally changed the terms and conditions of employment without bargaining and repudiated the CBA when it refused to allow its members, who had transfer rights between the Airport and the Sheriff's Department, to compete for the examination. Local 502 also claims that in granting the WCAA's unit clarification petition, the Commission specifically mandated that both Wayne County and the WCAA honor the transfer rights conferred by the memorandum of agreement negotiated with Local 502 by the multi-employer association – the WCAA, Wayne County and Wayne County Sheriff. Finally, Local 502 claims that Wayne County committed an unfair labor practice when it failed to maintain the promotional rights of its members employed by WCAA after its Act 312 arbitration petition was filed in October 2004.

Wayne County argues that it appropriately determined that Local 502's members who are employed by a separate and distinct public employer were ineligible to apply for and take the County's promotional examination. According to Wayne County, when Act 390 was passed in March 2002, its employment relationship with employees who were assigned to and working at the airports was terminated. Moreover, Wayne County contends that it continued to honor and maintain all of the contractual terms and conditions for its employees after the Act 312 petition was filed, including provisions in Article 15 dealing with promotions. Therefore, Wayne County asserts that Local 502 failed to satisfy its burden of establishing a violation of PERA. I agree.

It is a well-established rule of statutory construction that provisions pertaining to a specific subject matter must be construed together, and harmonized if possible. *Brady v Detroit*, 353 Mich 243 (1958). When statutory language is clear and unambiguous, judicial interpretation that varies the plain meaning of the statute is prohibited. The drafters must have intended the plainly expressed meaning, and the statute must be enforced as written. See *POLC v Lake Co*, 183 Mich 558 (1990); *Hiltz v Phil's Quality Mkt*, 417 Mich 335 (1983).

To support its contention that Wayne County unlawfully refused to allow airport employees to take the sergeants' promotional examination, Local 502 points to language in Section 119(2) of Act which requires the WCAA not to place employees who transferred to the WCAA "in a worse position by reason of the transfer for a period of 1 year after the approval date, or any longer period as may be required in connection with the assumption of any applicable collective bargaining agreement." This provision does not remotely apply to the facts presented in this case. It clearly and unambiguously obligates the WCAA, not Wayne County, to not place the employees who elected to transfer their employment from Wayne County to the WCAA in a worse condition.

Act 90 protects certain right of employees who transferred to the WCAA, but does not guarantee them the same rights and privileges they possessed as county employees or the same rights as those enjoyed by current county employees. *Wayne Co v Co Retirement Comm*, 267 Mich App 230 (2005). There, the Court upheld the Wayne County's refusal to allow two employees who transferred their employment from Wayne County to the WCAA to seek election to the Wayne County Employees' Retirement Commission or to vote in an election for position on that commission because they were not county employees. Similarly, absent an express

provision in the Act, WCAA employees have no right to take promotional examinations to fill vacancies posted by Wayne County for its employees.

Charging Party would have this tribunal believe that Wayne County is required to permit WCAA's employees to take the sergeants promotional examination because when the Commission granted the WCAA's unit clarification petition it specifically mandated that both Wayne County and the WCAA honor the transfer rights conferred by the September 2003 memorandum of agreement. However, there is nothing in that agreement that addresses promotional rights. Even if did, the rights guaranteed only applied to "all employees who successfully bid and transfer to the WCAA on or before 11/0/04 through the life of the next collective bargaining agreement." The fifty-six WCAA employees did not submit applications to take the sergeants' examination until sometime after March 21, 2005, when Wayne County posted the promotional examination announcement, long after the deadline set forth in the agreement. I find that the agreement does not apply to them.

Finally, Local 3317's assertion that Wayne County committed an unfair labor practice by not maintaining the right of WCAA employees to apply for and take the promotional examination after October 2004, when an Act 312 petition was filed, requires little comment. First, the petition was improper since it named the Wayne County as a co-employer, with the WCAA and the Wayne County Sheriff. Second, there is nothing in the record to show that before binding arbitration proceedings were initiated, the issues in dispute had been submitted to mediation as required by MCL 423.233. Third, even after the petition was amended, the promotional rights that Local 502 alleges should be maintained are for its members who are employed by the WCAA, a separate and distinct employer, not those employed by Wayne County, the Respondent in this case. There is no claim that after the amended Act 312 petition was filed in January 2005, Wayne County did not maintain the status quo for its employees.

I have carefully considered all other arguments advanced by Local 502 and conclude that they do not warrant a change in the result. Based on the above facts and conclusions of law, I conclude that Wayne County did not violate PERA by refusing to allow Local 502's bargaining unit members to apply for and take promotional examinations administered by Wayne County for its employees. I, therefore, recommend that the Commission issue the order set forth below.

RECOMMENDED ORDER

The unfair labor practice charge is dismissed.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

Roy L. Roulhac
Administrative Law Judge

Dated: _____