STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

In the Matter of:

HURLEY MEDICAL CENTER,
Public Employer-Respondent in MERC Case No. C16 C-024/Hearing Docket No. 16-007696,
Charging Party in MERC Case No. CU16 A-001/Hearing Docket No. 16-001355,

-and-

AFSCME COUNCIL 25 AND ITS AFFILIATED LOCAL 1603,
Labor Organization-Respondent in MERC Case No. CU16 A-001/Hearing Docket No. 16-001355,
Charging Party in MERC Case No. C16 C-024/Hearing Docket No. 16-007696.
____/

APPEARANCES:

The Williams Firm, P.C., by Kendall B. Williams and Sean M. Siebigteroth, for the Public Employer

Miller Cohen, P.L.C., by Richard G. Mack, Jr., for the Labor Organization

DECISION AND ORDER

On December 7, 2016, Administrative Law Judge Julia C. Stern issued her Decision and Recommended Order in the above matter finding that Respondents 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 either of the parties.

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

/s/
Edward D. Callaghan, Commission Chair

/s/
Robert S. LaBrant, Commission Member

/s/
Natalie P. Yaw, Commission Member

Dated: February 22, 2017

STATE OF MICHIGAN
MICHIGAN ADMINISTRATIVE HEARING SYSTEM
EMPLOYMENT RELATIONS COMMISSION

In the Matter of:

HURLEY MEDICAL CENTER,
Public Employer-Respondent in Case No. C16 C-024/Docket No. 16-007696-MERC,
Charging Party in Case No. CU16 A-001/16-001355-MERC,

-and-

AFSCME COUNCIL 25 AND ITS AFFILIATED LOCAL 1603,
Labor Organization-Respondent in Case No. CU16 A-001/Docket No. 16-001355-MERC,
Charging Party in Case No. C16 C-024/Docket No. 16-007696-MERC.
____/

APPEARANCES:

The Williams Firm, P.C., by Kendall B. Williams and Sean M. Siebigteroth, for the Hurley Medical Center

Miller Cohen, P.L.C., by Richard G. Mack, Jr.

DECISION AND RECOMMENDED ORDER
ON MOTIONS FOR SUMMARY DISPOSITION

On January 11, 2016, the Board of Hospital Managers for the City of Flint d/b/a Hurley Medical Center (the Employer), filed an unfair labor practice charge, Case No. CU16 A-001/Docket No. 16-001355-MERC, with the Michigan Employment Relations Commission (the Commission) against AFSCME Council 25 and its affiliated Local 1603 (the Union), the collective bargaining representative for certain of its employees. The charge, as originally filed, asked the Commission to declare that a memorandum of agreement (MOU) entered into between the parties on May 31, 1991, was void and unenforceable on the grounds that the MOU violated Section 10(1)(b) of the Public Employment Relations Act (PERA or the Act), 1965 PA 379, as amended, MCL 423.210(1)(b). Pursuant to Section 16 of PERA, the charge was assigned to Julia C. Stern, Administrative Law Judge (ALJ) for the Michigan Administrative Hearing System.

On January 26, 2016, I issued an order to the Employer to show cause why its charge against the Union should not be dismissed because the charge as filed did not allege that the Union had committed an unfair labor practice under Section 10 of PERA and because, even if it was the Employer's intention to allege that the Union had violated Section 10(2) of PERA, the charge did not set forth facts to support this claim. In response to my order, on February 16, 2016, the Employer clarified/amended its charge to allege that the Union violated Section 10(2) of PERA by filing a grievance seeking to compel the Employer to comply with the terms of the MOU.

The Employer asserted that the payments it is required to make under the MOU are not contributions to a jointly administered employee benefit fund, and that the Union uses these funds to cover its general administrative costs. It also maintained that despite the language of the MOU,

the Union has never in fact "reimbursed" the Employer, and that all payments actually made pursuant to the MOU have been made by the Employer to the Union. The Employer argued that for these reasons, the payments it makes pursuant to the MOU are "contributions. . . to the administration" of a labor organization within the meaning of Section 10(1)(b) of PERA. It argued that because continuing to comply with the 1991 MOU would require the Employer to violate Section 10(1)(b) of PERA, the Union violated Section 10(2) by demanding that it do so.[1]

After reviewing the Employer's response to my order, I scheduled an evidentiary hearing for April 6, 2016. On March 22, 2016, the Union filed a charge, Case No.C16 C-024/Docket No. 16-007696-MERC, against the Employer. The Union's charge alleges that the Employer violated Section 10(1)(a) and 10(1)(e) of PERA by repudiating its obligations under the MOU. At the Union's request, the April 6 hearing was adjourned to give the Union the opportunity to file motions for summary disposition on both charges, which it did on April 20, 2016. On May 25, 2016, the Employer filed a response to the Union's motion and cross-motions for summary disposition on both charges. The Union did not file a response to the cross-motion. However, both parties subsequently supplemented their pleadings with affidavits from the current Union bargaining chair and the Employer's Human Resources Officer.

Based on facts as set forth below and not in dispute, I make the following conclusions of law and recommend that the Commission issue the following order.

The Unfair Labor Practice Charges:

As set out above, the Employer's charge alleges that the Union violated Section 10(2) of PERA by filing a grievance on December 22, 2015, seeking to compel the Employer's compliance with the parties' May 31, 1991, MOU. The Union denies that the payments required by the MOU are illegal, and alleges in its own charge that the Employer violated its duty to bargain in good faith by repudiating and/or unilaterally modifying the terms of the MOU.

Facts:

In 1977, the parties agreed in a collective bargaining agreement to provide employees with short-term sick and accident insurance benefits. In return for this benefit, employees gave up three sick days per year. This benefit was initially provided through an insurance carrier and the premiums were paid by the Employer. In May 1991, the Employer and Union agreed to begin providing these benefits through a self-funded "sick and accident program." On May 31, 1991, they entered into the following MOU:

> SUBJECT: Self- Funding of Sick and Accident Program
>
> Effective July 1, 1991, the Sick and Accident Benefits Program will be switched from Washington National to a self-funded program, to be administered by Local 1603 and Hurley Medical Center, per the attached plan description. Employee

[1] The Employer did not specify which subsection of Section 10(2) the Union violated. It appears that the Employer is alleging that the Union violated its duty to bargain in good faith under Section 10(2)(d) of PERA by seeking to enforce an illegal term of a collective bargaining agreement.

> Benefits, Inc. shall be the third party administrator until the Union and Hurley mutually agree to another administrator.
>
> Annually, in June, a monthly premium per employee will be actuarially determined to cover all prudent, normal, and necessary costs of the program. If the new monthly premium is greater than the base premium the Union shall reimburse the Medical Center for the difference. If the new Monthly premium is less than the base premium the Medical Center shall reimburse the Union for the difference. The July 1, 1991, base premium is $27.00/Ee/Mo for a 60%, $230 per week program. All reimbursements made by either the Union or the Medical Center are to be made in a mutually agreeable manner.
>
> Annually, in July, the Medical Center shall prepare a statement detailing the program costs. If the annual program costs are greater than those covered by the base premium the Union shall reimburse the Medical Center for the difference. If the annual program costs are less than those covered by the base premium the Medical Center shall reimburse the Union for the difference. All reimbursements made by either the Union or the Medical Center are to be made in a mutually agreeable manner.
>
> With 30 days' notice and mutual agreement between the Union and the Medical Center this self-funding arrangement may be converted to a fully insured program.

The MOU has no termination date or method for terminating the agreement unilaterally.

At the time the parties filed their pleadings, a collective bargaining agreement covering the term July 1, 2013, through June 30, 2016, was in effect. Under Article 29(L) of this agreement, employees who are disabled due to illness or injury can receive sick and accident benefits for a period of up to 26 weeks commencing with the date of their illness, hospitalization, or accident. Benefits are set by the contract at sixty percent of the employee's base weekly wage, with a maximum of $230 per week. Eligibility for benefits and other aspects of the program are also covered in Article 29 (L). Article 29(M) provides for a joint union management committee to monitor utilization of the benefit. Initial eligibility determinations are made by the third party administrator. The joint union management committee has limited authority; it can require an independent medical examination for any member claiming benefits, and can recommend the discontinuation of sick and accident benefits. Under the contract, the Employer has the power to make final decisions regarding the continuation or discontinuation of benefits.

Article 29 does not reference the May 31, 1991, MOU. Unlike other MOUs executed by the parties, the May 31, 1991, MOU is not included as an attachment to the 2013-2016 contract. However, Article 29(V) states:

> Effective July 1, 2002, the base for calculating sick and accident program expenses will increase by $3.00 per eligible employee per month (I.E. Base of $27.00 per employee per month increased to $30.00 per employee per month).

The "base" referred to in Article 29(V) is the "base premium" in the 1991 MOU.

Unit employees do not contribute directly to the costs of the sick and accident program.[2] There is no "annual actuarial determination of the monthly premium" as set out in paragraph two of the MOU. Rather, the program's third party administrator pays all approved claims with funds provided by the Employer. At the end of each fiscal year, the Employer calculates its annual funding obligation for the program under the collective bargaining agreement, i.e., $30 (or $27, before 2002) times the number of eligible employees times twelve. It then compares this number with the actual amount it paid in benefits and administrative fees during the year. If the Employer's annual funding obligation exceeds the actual amount paid, the Employer has, in all years prior to 2015, paid the Union the difference. If the actual amount paid exceeds the Employer's annual funding obligation, the Union is, under the terms of the MOU, obligated to reimburse the Employer for the excess costs incurred during that year. In practice, however, the Union has never actually transferred funds to the Employer. Instead, in those years when the actual cost of claims paid has exceeded the Employer's contractual funding obligation, the Employer has taken the excess as a credit against sums to be paid to the Union in subsequent years. The Union treats the money it receives from the Employer pursuant to the MOU as if it were dues or fees.

The Employer asserts that in most years, the Employer's contractual funding obligation has exceeded program expenses. The Union does not contradict this assertion. Rather, the Union asserts that even when payments are made to the Union, they are often not large as compared to the total cost of the premium or the total amount of dues.[3] As an example, it provided a statement showing that for fiscal year 2014, it was paid $4,189.06. The Employer counters with statements showing that in fiscal year 2004 the Union received $127,357.09, and in fiscal year 2008 it was paid $73,202.76.

On December 11, 2015, the Employer sent the Union a letter proposing that the parties agree to replace the self-funded sick and accident program with short-term disability insurance provided by Hartford, the insurance company currently administering the sick and accident program.
The Employer pointed out that Hartford was currently providing short and long-term disability coverage to employees in all its other bargaining units, and stated that the rate quoted by Harford for short-term disability insurance for the Union's bargaining unit was $16.56 per employee per month, substantially less than the $30 the Employer was obligated to pay by the contract. In this same letter, the Employer notified the Union that it had decided to escrow "any FY 2015 sick and accident benefit funding balance excess," pending a judicial determination as to whether payment of these funds violated PERA. On December 22, 2015, the Union filed a grievance seeking to enforce the terms of the MOU. On January 11, 2016, the Employer filed the instant charge, and the Union filed its charge against the Employer on March 22, 2016. At the time the motions were filed,

[2] The Employer is very clear on this point in its motion, while the Union refers several times in its motion to "contributions paid by employees." However, after explaining that unit employees initially agreed to give up sick days in exchange for sick and accident insurance, the Union also states, "Beginning with the 1977-1980 Local 1603 contract, the Employer used the money from the Employees' three sick days to pay the premiums on the Sick and Accident Program. Every year from this contract going forward, the Local 1603 membership has given up these same three sick days to the Employer, and the Employer has used these three sick days to fund the premiums for the Sick and Accident Program." Article 29 makes no reference to employee premiums for the sick and accident program. I find that there is no bona fide factual dispute over whether unit employees contribute directly to the program.

[3] The parties appear to agree that Local 1603's bargaining unit is a large one, but the pleadings do not indicate how many employees are in the unit. There is also nothing in the pleadings to indicate how much it costs the Employer to provide the benefit or how much, on average, Local 1603 collects in dues.

employees in the Union's bargaining unit continued to receive benefits through the self-funded program. However, the Employer had not paid the Union any of the money it placed in escrow.

Discussion and Conclusions of Law:

Section 10(1)(b) of PERA makes it an unfair labor practice for a public employer to:

> *Initiate, create, dominate, contribute to, or interfere with the formation or administration of any labor organization*. A public school employer's use of public school resources to assist a labor organization in collecting dues or service fees from wages of public school employees is a prohibited contribution to the administration of a labor organization. However, a public school employer's collection of dues or service fees pursuant to a collective bargaining agreement that is in effect on March 16, 2012 is not prohibited until the agreement expires or is terminated, extended, or renewed. A public employer may permit employees to confer with a labor organization during working hours without loss of time or pay.

Section 10(1)(b) is patterned on Section 8(a)(2) of the National Labor Relations Act (NLRA), 29 U.S.C. 150 et seq. Section 8(a)(2) of the NLRA prohibits an employer from "dominat[ing] or interfer[ing] with the formation or administration of any labor organization or contribut[ing] financial or other support to it." [4] As the National Labor Relations Board (NLRB) noted in *Dana Corp & Int'l Union*, 356 NLRB 256, 259 (2010), the primary legislative purpose of Section 8(a)(2) was to eradicate company unionism, a practice prevalent at the time the NLRA was adopted whereby employers would establish and control in-house labor organizations in order to prevent organization by autonomous unions. For that reason, a union which accepts unlawful support from an employer violates Section 8(b)(1)(A) of the NLRA which prohibits a union from restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the NLRA, including the right to engage in collective bargaining through "representatives of their choosing." *Dana,* at 259 n 8.

The Union's first argument in response to the Employer's claim that payments made under the MOU constitute an unlawful contribution to its administration is that there is no real distinction between these payments and the union dues the employer remits to the Union pursuant to the terms of the collective bargaining agreement. It argues that the "excess premium," like dues, is not the Employer's money but the employees' money, received in exchange for their agreement in 1977 to a reduction in their sick days.[5] According to the Union, "when an employee does not utilize his or her full payments it is transferred to the Union in a manner similar to dues deduction." I agree with

[4] The payment of money by employers to labor organizations is also governed by another federal statute, Section 302 of the Labor Management Relations Act (LMRA), 29 U.S.C. 186. Section 302 contains a broad prohibition against employer payments to labor organizations. However, the statute exempts certain types of payments, including money deducted from wages as payment of union dues when certain conditions are met. It also exempts payments to trust funds, for specified purposes, established by unions for the sole and exclusive benefit of employees and their dependents. The LMRA does not apply to unions representing employees in the public sector, and there is no Michigan statute that parallels Section 302.

[5] The parties use the term "excess premium" to refer to the difference between the Employer's contractual obligation and the actual costs of providing the benefit.

the Employer that the analogy to dues deduction does not hold. The sick and accident benefit is a term and condition of unit members' employment and a part of their compensation. The Employer, therefore, has a contractual obligation to maintain this benefit as long as an agreement requiring it to do so remains in effect. If the agreement expires or is terminated, the Employer has an obligation to bargain over the benefit and to keep it in effect until the parties reach agreement or a good faith impasse. The Employer's obligation to maintain the benefit itself, however, is not the issue here. Rather, it is whether the Employer is required to turn over to the Union the difference between the actual cost of providing the benefit and the amount the Employer has obligated itself to contribute. Even if this difference is considered the "employees' money," there is no indication that any employee, union member or non-member, has specifically authorized the Employer to pay this money to the Union on their behalf.

The Union cites NLRB decisions, *Eastern Missouri Contractors Ass'n,* 180 NLRB 509 (1969) and *Greyhound Lines, Inc,* 275 NLRB 1167 (1985) for the proposition that employer payments to labor organizations do not violate Section 8(a)(2) of the NLRA if the payments are insubstantial. The Union argues that, as in these two cases, the payments made by the Employer are insubstantial when compared with both the cost of the premium and union dues. In *Eastern Missouri* and *Greyhound,* the NLRB held that employers did not violate the NLRA by paying union membership fees and, in *Eastern Missouri,* also dues, on behalf of their employees. In *Eastern Missouri,* a group of small contractors paid union dues and fees for themselves and their employees in order to keep their job sites from being picketed. In *Greyhound,* an employer paid the union initiation fees of employees who had crossed a picket line during a strike after these employees complained that they had been led to believe by their supervisors that they would not have to rejoin the union after the strike ended. The Commission discussed both these cases in *Lansing Sch Dist,* 21 MPER 21 (2008), in which it held that an employer did not violate its duty to bargain in good faith by refusing to bargain over a union proposal that the employer agree to pay unit members' union dues and fees as fringe benefit. In *Lansing,* the Commission, as the Union here points out, noted that in both *Eastern Missouri* and *Greyhound* the amounts involved were insubstantial, and that there was no other evidence of unlawful assistance to the union or unions involved. However, the Commission also noted that both *Eastern Missouri* and *Greyhound* involved "the one-time payment of union dues or fees for a small group of employees."

The Commission held that the payment the union was proposing that the employer make in *Lansing* was not insubstantial, as it was proposing that the employer pay the union dues of the entire unit on a regular and continuing basis.

As discussed above, the Union argues that the amount of the payment has been insubstantial in absolute terms, while the Employer argues that it has been substantial. Both parties point to payments made by the Employer to the Union in one or two of the twenty-four years that the MOU has been in existence. I have no evidence before me of how much the Employer has paid the Union during this period, or in how many of these years it has made a payment. I also have no evidence as to how these payments compare either to the amount the Employer pays to provide the benefit or the amount the Union collects in dues. Unlike *Eastern Missouri* and *Greyhound,* however, it is clear that this case does not involve a one-time payment and that more than a minimal sum of money has changed hands. As the Commission stated in *Lansing Sch Dist,* any agreement which gives an employer influence over a union's finances provides the employer with the opportunity to interfere with its internal decision making and thus has an opportunity to subvert the union's independence. I conclude that the payment arrangement set out in the MOU, as the parties have

interpreted it, provides such an opportunity because it makes the Union dependent on payments from the Employer to cover at least some of its administrative costs.

The Union's third argument is that the payments made by the Employer to the Union are not contributions to the administration of the Union but, rather, fund the administrative costs of the benefit program. As set out in the fact section, the Union's contributions to the administration of the program are minor. However, the Union argues that it is entitled to receive compensation from employees for its services in "perpetuating the program" over decades, and in sustaining the fund when there is a shortfall. In support of this argument, the Union cites *Coal Producers of Ass'n of Illinois,* 165 NLRB 337 (1976). In that case, the issue was whether an employer association and a union violated several sections of the NLRA, including Sections 8(a)(2) and 8(b)(1)(A), by maintaining a welfare and retirement plan funded by the employers that required employees, as a condition of receiving benefits, to pay union dues, varying according to their employment status and income, after termination of their employment relationship with member employers. The union argued that the dues required to maintain union membership during periods in which an employee was not working at a mine within the bargaining unit were actually in the nature of a service fee for the handling of benefits payable pursuant to the plan, and justifiable as such. The NLRB agreed. It found that the "service fee" – paid by employees to the union – was reasonable in light of the services rendered by the union, which included the Union's assistance in perpetuating the plan itself as well as its sustaining the fund through periodic bargaining negotiations. The NLRB noted that the union had bargained increases in employer contributions to the plan and also increases in benefits which benefited not only employees within its bargaining unit but plan participants no longer working for a covered employer. It concluded that the union was providing a valuable service to employees no longer working in the unit, similar to a job referral for prospective employees. The Board emphasized that in finding that the respondents were entitled to charge a periodic fee to employees who were no longer working in the unit as a condition of remaining in the plan, it was not finding that it would be lawful to require such employees to be union members.

The Employer argues that *Coal Producers* is inapposite because the welfare plan in that case was administered by a board consisting of representatives of the employer and union. It argues that unlike the union in that case, the Union here does not effectively participate in the administration of the plan. It also asserts that the reimbursement the Union receives here - which has reached five or six figures - is not reasonably related to the value of the services it renders to the benefit program. It also points out that the Union has never actually paid any money to the Employer to cover a shortfall in program expense over premiums.

As noted above, in *Coal Producers* the NLRB found that requiring non-employee participants in a jointly administered welfare and retirement plan to pay a service fee to the union did not constitute unlawful employer support of a labor organization because the payments made by the participants to the union compensated the union for the union's services, which included ensuring through collective bargaining that the benefit remained available to employees. It is not clear whether the NLRB would have decided *Coal Producers* differently if the union had had a smaller role in in the administration of the plan. However, *Coal Producers* is distinctly different from the instant case in that *Coal Producers* involved payments made by individuals to the union as a condition of receiving benefits rather than payments made directly by an employer to a union as in the instant case.

I do not see any evidence, either in the language of the MOU or in the facts as asserted by the parties in their motions, that assisting the Union in covering its administrative costs was an original purpose of the MOU. To the contrary, under the terms of the MOU the Union assumed part of the increased risk assumed by Employer when the sick and accident benefit became self-funded by agreeing to pay the Employer whenever actual costs exceed the base premium. However, the MOU did not require the Union to place the money it received from the Employer in other years in a segregated fund to be used to repay the Employer in years when actual costs exceeded the base premium, and it appears that the Union did not create such a fund.[6] As the Employer was aware, the Union used the money it received from the Employer to cover its administrative costs.

I agree with the Employer that payments it made to the Union pursuant to the MOU constituted unlawful contributions to the administration of a labor organization under Section 8(a)(2) of PERA because the MOU did not require the Union to, and the Union did not, segregate the money it received pursuant to the MOU in a separate fund to be used solely for covering the costs of the sick and accident program or otherwise for the benefit of unit employees. I find, therefore, that the provision in the MOU that required the Employer to pay the Union the difference between the amount the Employer had contractually committed to pay towards the benefit and the actual cost of the benefit was neither a mandatory nor a permissive but an illegal subject of bargaining. As the Commission held in *Pontiac Sch Dist,* 27 MPER 60 (2014), an employer's repudiation of an agreement between it and a union does not violate the employer's duty to bargain if the subject of that agreement is an illegal or prohibited subject of bargaining. In that decision, the Commission explicitly distinguished *Oakland University,* 23 MPER 86 (2010), a case in which it found that an employer violated its duty to bargain by repudiating a grievance settlement, and which the Union here relies upon, on the basis that in *Pontiac* the terms of the settlement were not binding because they involved a prohibited subject of bargaining. It follows, therefore, that the Employer cannot be found guilty of violating its duty to bargain in good faith by repudiating its agreement on an illegal subject, and I recommend that the Commission dismiss the charge filed by the Union against the Employer.

This leaves the question of whether the Union should be found guilty of an unfair labor practice based on its filing of a grievance seeking to enforce the illegal provision given the circumstances of this case. Except for the addition of a provision applying only to public school employers, there are no substantive differences between Section 10(1)(b) as it exists today, and Section 10(1)(b) as it existed in 1991 when the Employer entered into the MOU. By its own admission, over the last twenty-four years the Employer has repeatedly made payments to the Union pursuant to the MOU which violated that section. The Employer did not terminate the MOU pursuant to which it made these payments.[7] There is also no indication, in the facts as presented to me, that Employer ever proposed that the parties agree to modify the MOU so that the excess premium would go toward funding another employee benefit. The Employer and the Union are

---

[6] If, over time, the money in this segregated fund was insufficient to cover shortfalls, the parties would have realized that either benefits needed to be reduced or a higher contribution negotiated. On the other hand, if a balance built up in this fund, the parties would have had the incentive to either increase the sick and accident benefit or use the money to fund another employee benefit.

[7] As the Commission held in *Pinckney Cmty Schs,* 1994 MERC Lab Op 376, collective bargaining agreements of indefinite duration that do not provide a manner of termination are terminable at will by either party after reasonable notice. See also *Montgomery Mailers' Union No. 127 v Advertiser Co*., 827 F.2d 709, 715 (CA 11,1987) *Communications Workers of America v Southwestern Bell Telephone Co.,* 713 F2d 1118, 1123 n. 4 (CA 5, 1983).

thus equally responsible for the fact that the MOU remained in effect at the time the Employer filed its charge. I conclude it would not be appropriate under these circumstances to find that the Union violated its duty to bargain in good faith with the Employer by seeking to enforce the terms of the MOU. Therefore, I recommend that the Commission also dismiss the charge filed by the Employer against the Union, and that it issue the following order.

RECOMMENDED ORDER

Both the charge in Case No. C16 C-024/Docket No. 16-007696-MERC and the charge in Case No. CU16 A-001/Docket No. 16-001355-MERC are dismissed in their entireties.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

____

Julia C. Stern
Administrative Law Judge
Michigan Administrative Hearing System

Dated: December 7, 2016