

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

In the Matter of:

GRAND RAPIDS EMPLOYEES INDEPENDENT UNION,
Labor Organization-Respondent,

MERC Case Nos. CU16 J-054 & CU16 J-055

-and-

TATYANA FORD,
An Individual Charging Party.

APPEARANCES:

Kalniz, Iorio & Reardon Co., LPA, by Fillipe S. Iorio, for Respondent

Tatyana Ford, appearing on her own behalf

DECISION AND ORDER

On December 19, 2017, Administrative Law Judge David M. Peltz (ALJ) issued his Decision and Recommended Order¹ in the above matter finding that Respondent Grand Rapids Employees Independent Union (GREIU or Union) did not violate § 10 of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, MCL 423.210. The ALJ found, with respect to both Case No. CU16 J-054 and Case No. CU16 J-055, that Charging Party Tatyana Ford² failed to meet her burden of proving that Respondent GREIU breached its duty of fair representation in violation of PERA. The ALJ's Decision and Recommended Order was served upon the interested parties in accordance with § 16 of PERA.

Charging Party filed exceptions and a brief in support of her exceptions to the ALJ's Decision and Recommended Order on January 11, 2018. After requesting and receiving an extension of time, Respondent filed its brief in support of the ALJ's Decision and Recommended Order on February 26, 2018.

In its brief in support, Respondent contends that Charging Party's exceptions do not comply with Rule 176 of the Commission's General Rules and that the ALJ's findings were based on applicable law and should be affirmed.

Although we do not believe that Charging Party's "exceptions" comply with Rule 176 of the Commission's General Rules, 2002 AACS R 423.176, we recognize that Charging Party is

¹ MAHS Hearing Docket Nos. 16-029307 & 16-029308.

² In the Decision and Recommended Order, Charging Party's name was misspelled. The correct spelling is set forth in this Decision and Order.

an individual not represented by counsel and, in this particular case, we will address Charging Party's "exceptions" to the extent we are able. Charging Party's "exceptions" appear to allege that a conflict of interest existed between herself and some of the Union representatives who were responsible for the Union's decision to refuse to arbitrate her grievance. Charging Party also asserts that the City of Grand Rapids violated its duty to bargain by suspending her without first bargaining with the Union (although no charge was ever filed against the City of Grand Rapids). Charging Party does not take exception to the ALJ's findings with respect to Case No. CU16 J-054.

We have reviewed the exceptions filed by Charging Party and find them to be without merit.

Factual Summary:

We adopt the findings of fact as set forth in the ALJ's Decision and Recommended Order and will not repeat them here, except as necessary. As noted by the ALJ, this consolidated case was decided on the basis of summary disposition and a motion for a directed verdict.³ Consequently, the following facts are based on the Charging Party's testimony and pleadings.

Charging Party Tatyana Ford is employed by the City of Grand Rapids as a Financial Assistant II and is a member of a bargaining unit represented by Respondent GREIU. As a Financial Assistant II, Ford is responsible for processing information relating to term contracts entered into by the City's Engineering Department.

Beginning in November of 2013, Charging Party began expressing concerns regarding the manner in which the engineering department processed term contracts. Charging Party took issue with the process which was being utilized by the engineering department and asserted that an alternative process that she was proposing should be utilized instead. Charging Party's supervisor, Business Manager Brandy Moeller, however, believed that Charging Party's concerns were without basis and were actually preventing her from properly performing her job duties.

On July 24, 2015, Moeller sent Charging Party an email instructing her to discontinue questioning the methods, processes, and manner of performing her work. The email stated:

According [to] the GREIU contract, under Article 4 Management Rights the determination of the methods, processes, and the manner of performing work are vested exclusively in Management. You have been provided direction, documented procedures, and training to perform your job duties. You are directed to follow these procedures to complete your job responsibilities and to

³ While it is not customary, the Commission recognizes that ALJ's acting on its behalf have granted directed verdicts in the past. See *AFSCME Local 1023*, 6 MPER 24006 (1992) (no exceptions), *Saginaw Transit Authority*, 19 MPER 48 (2006) (no exceptions), and *Carman-Ainsworth Community Schools*, 29 MPER 40 (2015) (no exceptions). See also *Charm Handbags, Inc.*, 170 NLRB 111, 115 (1968). Moreover, Charging Party unquestionably failed to establish her elements of proof and the case could have been dismissed on summary disposition.

discontinue questioning the methods, processes, and manner of performing your work.

During this time period, the engineering department was in the process of transitioning to a new financial system. Ford, however, still believed that the term contract procedure needed to be changed and, to remedy the problem, scheduled a meeting with Deputy City Manager Eric DeLong, who met with her on September 18, 2015.

Charging Party scheduled a follow up meeting with DeLong for December 17, 2015. On December 7, 2015, after becoming aware of the follow up meeting that Ford had scheduled, Moeller approached Ford and questioned her about the meeting. Ford told Moeller that DeLong had instructed her to prepare counter measures to fix the term contract compliance process and that she was meeting with him for that purpose. As a result, Moeller conducted an investigatory interview of Ford with Union Steward P.J. Murray present.

On December 9, 2015, City Manager Gregory Sundstrom notified Ford in writing that she was suspended without pay for one day, effective December 16, 2015. The reasons for the suspension were listed in the notice as follows:

On December 7, 2015, an investigatory interview was conducted at which you, your union steward Patrick Murray and Brandy Moeller were present. It was discussed that on July 24, 2015 you were instructed to discontinue questioning the methods, processes and manner of performing your work. This instruction was given after you had recently held meetings with Purchasing, Comptrollers, and Labor Relations regarding term contract compliance process.

During the investigatory interview you confirmed that on September 18, 2015 you scheduled and conducted a meeting with Deputy City Manager Eric DeLong regarding term contract compliance. The content of this meeting as confirmed by Mr. DeLong was in regards to how the Engineering Department authorizes consultant services and how we fund these services. This is a direct violation of the instruction given on July 24, 2015 and the meeting took time from you performing your assigned tasks. Diligent performance of your job duties includes following instructions and performing assigned tasks.

Thus, Ms. Foster and Ms. Moeller have concluded that you have violated City Rules and Regulations, Section 1, Rule 10 which requires that employees perform assigned duties in a diligent fashion at all times during working hours. A review of your history indicates the following:

- On September 4, 2015 you received a Letter of Instruction related to following instructions and timely completion of assignments.
- On December 3, 2014 you signed your performance evaluation which contained a list on [sic] of constructive performance improvements.

Based on the above, I concur with the recommendation of Ms. Foster and Ms. Moeller. You are hereby notified that you are to serve the suspension on the date specified above. You are further directed to return to work for your regularly scheduled shift on December 17, 2015. If another infraction of this nature should occur, I expect to receive a recommendation for further disciplinary action up to and including discharge from employment with the City of Grand Rapids.

The GREIU filed a grievance challenging Ford's suspension, and a step one grievance meeting was held on January 12, 2016, at which Ford was represented by GREIU President Ken Godwin and Steward P. J. Murray. During the meeting, the Union representatives argued that the suspension constituted a violation of the contract and Ford was given the opportunity to explain why she believed that the suspension should be overturned.

The Employer denied the grievance at the first step and the GREIU filed a second step grievance on January 20, 2016. The Employer then denied the second step grievance by email dated February 3, 2016.

Following the Employer's denial of the grievance, the Union's internal grievance committee met to consider whether to advance the grievance to arbitration. The committee that reviewed the grievance consisted of GREIU President Ken Goodwin, First Vice President Frank Dietz and Second Vice President Lisa Angus, all of whom worked for the City's water department. Also responsible for reviewing the grievance were P.J. Murray and GREIU member Jerry Toogood, Jr. On or about March 10, 2016, Godwin sent Ford a letter explaining that the Union would not be advancing the grievance to arbitration because the committee "could not find a contract violation." The letter concluded with instructions for Ford on how to appeal the committee's decision.

By letter dated March 22, 2016, Ford filed an internal appeal with the Union asserting that her suspension was improper. The GREIU grievance appeal board held a hearing to review Ford's grievance on April 12, 2016. During the hearing, Dietz gave a thirty-minute presentation to the board and Ford was given the same amount of time to state her case, present evidence and respond to questions. As part of her presentation, Ford provided the board with a six-page typed letter with twenty attachments explaining her arguments in detail. At no point did Ford complain about the representation she had received from Godwin, Dietz or Angus. Following her presentation, a vote was conducted by the board which resulted in a decision not to advance the grievance to arbitration. Ford was notified of that decision by letter dated April 13, 2016.

On October 11, 2016, Ford filed the two unfair labor practice charges involved in this dispute. In Case No. CU16 J-054, Ford alleged that the Union acted unlawfully by violating various provisions of its constitution. In Case No. CU16 J-055, Ford asserted that the GREIU breached its duty of fair representation under PERA by failing to advance the grievance challenging the one-day suspension issued on December 9, 2015 to arbitration.

In an order issued on October 25, 2016, ALJ Peltz directed Ford to show cause why the charge in Case No. CU16 J-054 should not be dismissed for failure to state a claim under PERA. At the same time, the ALJ directed the GREIU to file a position statement addressing the

allegations set forth by Ford in Case No. CU16 J-055. Ford filed a timely response to the Order to Show Cause on December 9, 2016. That same day, the Union filed its position statement in the form of a motion for summary disposition. The Union argued that dismissal of the charges was warranted because Ford had failed to allege an underlying breach of contract by the employer which is an essential element of a fair representation claim. The Union also asserted that Ford could not establish that its decision not to advance the grievance to arbitration was unlawfully motivated.

On December 19, 2016, ALJ Peltz issued an interim order in which he indicated that dismissal of the charge against the Union in Case No. CU16 J-054 was appropriate. The ALJ held that Ford's claim that the GREIU violated its constitution related solely to internal union matters outside the Commission's jurisdiction. The ALJ noted in the order that a decision formally recommending dismissal of the charge would be issued upon the final resolution of the consolidated cases.

With respect to Case No. CU16 J-055, the ALJ rejected Respondent's argument that the charge failed to allege facts which, if true, would establish that the Union's decision not to advance the grievance to arbitration was unlawfully motivated. In an order issued on January 30, 2017, the ALJ scheduled the matter for hearing.

A hearing was held on February 24, 2017. At the hearing, Charging Party presented testimony and documentary evidence regarding the charge in Case No. CU16 J-055, after which the GREIU moved for a directed verdict (Charging Party was not represented by counsel at the hearing). Following oral argument, the ALJ concluded that Charging Party had not set forth any facts establishing a breach of the duty of fair representation. Finding no evidence of any PERA violation by the GREIU, the ALJ indicated that he was prepared to direct a verdict in the GREIU's favor, but informed the parties that he would set forth the reasons for his determination in the form of a written Decision and Recommended Order.

On December 19, 2017, ALJ Peltz issued his Decision and Recommended Order and recommended that both unfair labor practice charges be dismissed. The ALJ found that the charge in Case No. CU16 J-054 should be dismissed on summary disposition because, even assuming *arguendo* that Union representatives violated provisions of the GREIU constitution, there were no allegations in the charge or in Ford's response to the order to show cause which would suggest that such actions constituted a violation of PERA. The ALJ also found, with respect to Case No. CU16 J-055, that Charging Party failed to meet her burden of proving that Respondent GREIU breached its duty of fair representation in violation of PERA.

Discussion and Conclusions of Law:

A union's duty of fair representation is comprised of three distinct responsibilities: (1) to serve the interests of all members without hostility or discrimination toward any; (2) to exercise its discretion in complete good faith and honesty, and (3) to avoid arbitrary conduct. *Vaca v Sipes*, 386 US 171 (1967); *Goolsby v Detroit*, 419 Mich 651 (1984). Within these boundaries, a union has considerable discretion to decide how or whether to proceed with a grievance, and must be permitted to assess each grievance with a view to its individual merit. *Lowe v Hotel*

Employees, 389 Mich 123 (1973); *Int'l Alliance of Theatrical Stage Employees, Local 274*, 2001 MERC Lab Op 1. Because the union's ultimate duty is toward the membership as a whole, a union may consider such factors as the burden on the contractual machinery, the cost, and the likelihood of success in arbitration. To this end, the union is not required to follow the dictates of any individual employee, but rather it may investigate and handle the case in the manner it determines to be best. *Detroit Police Lts and Sgts*, 1993 MERC Lab Op 729. Poor judgment, or ordinary negligence, on the union's part, is not sufficient to support a claim of unfair representation. *Goolsby* at 672; *Whitten v Anchor Motor Freight, Inc.*, 521 F 2nd 1335 (CA 6 1975). See also *Detroit Fed of Teachers*, 21 MPER 5 (2008) (no exceptions); *Wayne Co Cmty College*, 19 MPER 25 (2006) (no exceptions); *Wayne Co Sheriff Dept* 1998 MERC Lab Op 101 (no exceptions).

Additionally, the Commission has “steadfastly refused to interject itself in judgment” over grievances and other decisions by unions despite frequent challenges by employees who perceive themselves as adversely affected. *City of Flint*, 1996 MERC Lab Op 1, 11. A union’s decision on how to proceed is not unlawful as long as it is not so far outside a wide range of reasonableness as to be irrational. *Air Line Pilots Ass’n v O’Neill*, 499 US 65, 67 (1991); *City of Detroit (Fire Dep’t)*, 1997 MERC Lab Op 31, 34-35. The mere fact that a member is dissatisfied with his or her union’s efforts or ultimate decision, is insufficient to constitute a proper charge of a breach of the duty of fair representation. *Eaton Rapids Ed Ass’n*, 2001 MERC Lab Op 131; *Wayne Co DPW*, 1994 MERC Lab Op 855. Furthermore, as noted by the ALJ, to prevail on a claim of unfair representation, a charging party must establish not only a breach of the union's duty of fair representation, but also a breach of the collective bargaining agreement by the employer. *Goolsby v Detroit*, 211 Mich App 214, 223 (1995); *Knoke v East Jackson Pub Sch Dist*, 201 Mich App 480, 488 (1993).

In this case, Charging Party failed to establish that the Union did not properly represent her with respect to the one-day suspension she received on December 9, 2015. The record indicates that a grievance was filed challenging the suspension and that Union representatives appeared on Ford’s behalf at a first step meeting, at which they argued that the suspension constituted a violation of the collective bargaining agreement. When the grievance was denied, the Union filed a second-step grievance which disputed management’s claim that Ford had met with DeLong for the purpose of “questioning the methods, processes and manners of performing her work or her involvement in that process.” The Employer rejected that assertion and denied the second-step grievance. The matter was subsequently reviewed by the Union’s internal grievance committee, and the committee ultimately concluded that the grievance should not proceed to arbitration because the contract had not been violated. The GREIU provided Ford with notice of her appeal rights and gave her the opportunity to address the grievance appeal board and offer evidence in support of her claim before ultimately voting to reject the appeal. There is nothing in the record to suggest that the GREIU acted arbitrarily, discriminatorily or in bad faith in connection with its dealings with Ford. As noted, the Union is not required to take every grievance to arbitration. *Macomb Co*, 30 MPER 12 (2016).

Although Charging Party contends that a conflict of interest existed between herself and some of the Union representatives who were responsible for evaluating her grievance, there is no evidence in the record suggesting that any GREIU representative was hostile to Ford. As noted

by the ALJ, when asked whether she had any proof that members of the grievance appeal panel were biased against her, Ford responded, “Yes, I have had this through the general membership, through remarks, through the face-to-face conversations.” To find a violation of the duty of fair representation, however, on the basis of such a conclusory statement would be to engage in mere speculation and conjecture. Such speculation as to motive has been expressly prohibited by the Michigan Supreme Court in *MERC v Detroit Symphony Orchestra*, 393 Mich 116 (1974).

In her exceptions, Charging Party also argues that the City of Grand Rapids violated its duty to bargain under § 10(1)(e) of PERA when it failed to notify the Union and afford it an opportunity to bargain before suspending her. Ford, however, has not filed a charge against the City. Consequently, PERA’s statute of limitations prohibits the Commission from considering this argument. *Washtenaw Cmty Mental Health*, 17 MPER 45 (2004); *Walkerville Rural Communities Sch*, 1994 MERC Lab Op 582. This notwithstanding, Charging Party does not have standing to file such a charge because the City’s duty to bargain is with the Union and not with an individual employee. See *Coldwater Comm Schs*, 1993 MERC Lab Op 94; *Detroit Pub Schs*, 25 MPER 77 (2012); *Detroit Pub Schs*, 23 MPER 47 (2010) (no exceptions); *Detroit Bd of Educ*, 1999 MERC Lab Op 269 (no exceptions); *City of Detroit*, 7 MPER 101 (1994).

We have also considered all other arguments submitted by the parties and conclude that they would not change the result in this case. Accordingly, we affirm the ALJ’s decision that the instant charges should be dismissed in their entirety.

ORDER

The unfair labor practice charges are hereby dismissed in their entirety.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

_____/s/
Edward D. Callaghan, Commission Chair

_____/s/
Robert S. LaBrant, Commission Member

_____/s/
Natalie P. Yaw, Commission Member

Dated: May 17, 2018

**STATE OF MICHIGAN
MICHIGAN ADMINISTRATIVE HEARING SYSTEM
EMPLOYMENT RELATIONS COMMISSION**

In the Matter of:

GRAND RAPIDS EMPLOYEES INDEPENDENT UNION,
Respondent-Labor Organization,

-and-

TATIANA FORD,
An Individual Charging Party.

Case Nos. CU16 J-054
CU16 J-055

Docket Nos. 16-029307-MERC
16-029308-MERC

APPEARANCES:

Kalniz, Iorio & Reardon Co., LPA, by Fillipe S. Iorio, for Respondent

Tatiana Vasilyevna Ford, appearing on her own behalf

**DECISION AND RECOMMENDED ORDER
OF ADMINISTRATIVE LAW JUDGE**

This case arises from unfair labor practice charges filed on October 11, 2016, by Tatiana Ford against the Grand Rapids Employees Independent Union (GREIU). Pursuant to Sections 10 and 16 of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, MCL 423.210 and 423.216, the charges were assigned to David M. Peltz, Administrative Law Judge (ALJ) of the Michigan Administrative Hearing System (MAHS), acting on behalf of the Michigan Employment Relations Commission (MERC).

The Charges and Procedural History:

Charging Party is employed by the City of Grand Rapids and is a member of a bargaining unit represented by the GREIU. On October 11, 2016, Ford filed two unfair labor practice charges against her Union, both arising from the one-day suspension she received on December 9, 2015. In Case No. CU16 J-054; Docket No. 16-029308-MERC, Ford alleges that the Union acted unlawfully by violating various provisions of the GREIU constitution. The charge in Case No. CU16 J-055; Docket No. 16-029307-MERC asserts that the GREIU breached its duty of fair representation under PERA by failing or refusing to advance a grievance challenging the suspension to arbitration. In addition, the charge claims that Union representatives who made the decision not to proceed with the grievance had a conflict of interest because Ford had previously expressed complaints about GREIU leadership.

In an order issued on October 25, 2016, I directed Ford to show cause why the charge in Case No. CU16 J-054; Docket No. 16-029308-MERC should not be dismissed for failure to state a claim upon which relief can be granted under PERA. At the same time, I directed the GREIU to file a position statement addressing the allegations set forth by Ford in Case No. CU16 J-055; Docket No. 16-029307-MERC. Ford filed a timely response to the Order to Show Cause on December 9, 2016. That same day, the Union filed its position statement in the form of a motion for summary disposition. The Union argued that dismissal of the charges was warranted because Ford had failed to allege an underlying breach of contract by the employer which is an essential element of a fair representation claim. Alternatively, the Union asserted that Ford could not establish that its decision not to advance the grievance to arbitration was unlawfully motivated in light of the fact that the decision was communicated to Ford before she filed internal charges against members of the GREIU executive board.

On December 19, 2016, I issued an interim order in which I indicated that dismissal of the charge against the Union in Case No. CU16 J-054; Docket No. 16-029308-MERC was appropriate. I held that Ford's claim that the GREIU violated its constitution related solely to internal union matters outside the Commission's jurisdiction and that Charging Party had failed to set forth any facts or argument which would suggest that the alleged violation of the Union constitution had any impact on the terms and conditions of her employment with the City of Grand Rapids. I noted in the order that a decision formally recommending dismissal of the charge would be issued upon the final resolution of these consolidated cases.

With respect to Case No. CU16 J-055; Docket No. 16-029307-MERC, I rejected Respondent's argument that the charge failed to allege facts which, if true, would establish that the Union's decision not to advance the grievance to arbitration was unlawfully motivated. In her response to the Order to Show Cause, Charging Party had alleged that she began raising issues concerning the conduct of certain members of the Union's executive board in August of 2015, well before the grievance was filed. Accordingly, I held that questions of fact existed with respect to whether the Union's subsequent decision not to advance the grievance to arbitration constituted a violation of its duty of fair representation. With respect to the Union's alternative basis for summary disposition, I directed Charging Party to file a response to the GREIU's motion addressing the issue of whether there was a breach of contract by Ford's employer.

Charging Party filed her response to the Union's motion for summary disposition on January 24, 2017. In an order issued on January 30, 2017, I denied Respondent's motion on the ground that questions of material fact existed with respect to allegations set forth by Ford in Case No. CU16 J-055; Docket No. 16-029307-MERC. That same day, I issued an order setting this matter for hearing on February 24, 2017.

Prior to the hearing date, Charging Party submitted a request for several witness subpoenas, as well as a request that an interpreter be present to assist her at the hearing. A telephone conference call was held with the parties on February 17, 2017, during which I indicated that while I would secure the presence of an interpreter for this matter, the request would necessitate an adjournment of the hearing. A notice rescheduling the hearing for April 17, 2017, was subsequently issued.

On February 21, 2017, I received a letter from Charging Party complaining that the Union had referenced the instant charge at a general membership meeting. In the letter, Ford queried whether the Union's conduct at that meeting constituted a violation of the "Rules of Professional Conduct" and she asserted that the Union's actions were libelous and/or defamatory. In an order issued on March 6, 2017, I indicated that the Commission has no jurisdiction to address alleged violations of any rules of professional conduct or libel claims and that, absent the filing of an amended charge asserting a valid claim under PERA based upon the Union's conduct at the membership meeting, I would not be taking any action on the new allegations set forth by Ford. No amended charge was ever filed and the hearing proceeded as scheduled on April 17, 2017.⁴

At hearing, Charging Party presented testimony and documentary evidence regarding the charge in Case No. CU16 J-055; Docket No. 16-029307-MERC, at the conclusion of which the GREIU moved for a directed verdict. Following oral argument on the motion, I stated my conclusion that Charging Party had not set forth any facts establishing a breach of the duty of fair representation. Finding no evidence of any PERA violation by the GREIU, I indicated that I was prepared to direct a verdict in the GREIU's favor. However, I informed the parties that I would set forth detailed findings of fact, conclusions of law and the reasons for my determination on all material issues in the form of a written Decision and Recommended Order. Those findings of fact, conclusions of law and reasons are set forth below.

Findings of Fact:

Tatiana Ford was hired by the City of Grand Rapids in January of 2008 and is a member of a bargaining unit represented by Respondent GREIU. Ford is employed as a Financial Assistant II in the City's engineering department. In that capacity, Ford is responsible for processing information relating to term contracts entered into by the department. Term contract work includes both construction engineering services and design engineering services. Ford is assigned to work exclusively in the design engineering services area.

Beginning in November of 2013, Charging Party began raising concerns regarding the manner in which the engineering department was processing term contracts. On December 1, 2014, Ford sent an email to her immediate supervisor, Brandy Moeller, about setting up a meeting with someone in the City's budget department who could answer her questions regarding the procedure for recording term contracts. Moeller responded by email that same day. It is evident from her response that Moeller did not believe that Ford actually needed any assistance with respect to understanding the term contract process. Rather, Moeller interpreted Charging Party's request for help as merely an attempt to convince the department to adopt a term contract procedure devised by Ford herself. Moeller's email to Ford states, in pertinent part:

⁴ Although a translator was present at the hearing and given an oath by the undersigned, Charging Party agreed to forgo a simultaneous translation of the proceedings. Rather, she consented to have the translator available for assistance should she have any difficulty understanding questions asked or statements made during the proceeding.

[W]e have spent well over 10 hours of time explaining the process and why it is done the way it is. It is not that you do not understand the process, it's that you want it changed to your proposed solution. A meeting with someone in either the budget or the comptroller's office will not be set up. At this point I am giving you a directive to discontinue work on this A3, our process will remain as is.

Your workload is such that continued effort on this is distracting you from the core responsibilities of your position. . . . There are other pertinent items/tasks that you should spend your time on rather than this, please focus your efforts on your responsibilities for daily processing.

Ford sent an email back to Moeller denying that she had tried to convince anyone to accept her own process for recording term contracts. However, Ford admitted in the email that the engineering department's current procedure with respect to term contracts was a "problem" for her and that she had ongoing concerns over how the department was "tracking charges against the term contracts and payments." Ford wrote, "Stopping A3 Lean process will not eliminate the questions to our current processes [that] I [have] had since last year." Ford concluded the email by requesting that Moeller help her set up a meeting with the Budget Department and the Comptroller's office.

Ford's annual performance evaluation was conducted on December 3, 2014. Moeller downgraded Ford's rating from the prior year based on her conclusion that Ford had not demonstrated knowledge of the term contract process. The evaluation included a list of constructive performance improvements.

In early 2015, Ford engaged in what she described as "a personal study" regarding City policies and ordinances, following which she attempted to set up a meeting with Desiree Foster, an employee relations specialist in the City's human resources (HR) department. Shortly thereafter, Moeller instructed Ford to stop communicating with other employees by email.

On July 7, 2015, Ford sent an email to Tracy Hover, an administrative analyst accountant in the engineering department, questioning why an invoice recorded by Hover was not recorded as a term contract. Ford also sent a copy of the email to Moeller. Later that day, Moeller responded to Ford, explaining that the invoice in question had in fact been properly recorded. Moeller wrote, "You have specified to me on several occasions that you understand our process for recording term contract work, this email indicates to me that you do not. Please explain the thought process used to come to the below conclusion so I may understand the rationale used, a brief 5-6 sentence explanation without additional screen shots and/or attachments is due by July 10, 2015." Ford responded with a six-paragraph email in which she explained her understanding of the term contract process, citing various provisions of the City of Grand Rapids Code of Ordinances.

As 2015 progressed, Ford continued to communicate with Moeller about the ways in which she believed the engineering department was deviating from the requirements of City policy with respect to term contracts. At hearing, Ford asserted that Moeller responded to these communications by making her work environment "increasingly hostile."

Sometime in early July of 2015, Moeller notified Ford that she had put information in an incorrect column on a report. Ford responded to the criticism by email dated July 9, 2015, in which she took issue with the instruction she had received from Moeller. Ford asserted that Moeller's instruction was "inconsistent with City policy" On July 24, 2015, Moeller sent Ford an email which contained the following directive:

According [to] the GREIU contract, under Article 4 Management Rights the determination of the methods, processes, and the manner of performing work are vested exclusively in Management. You have been provided direction, documented procedures, and training to perform your job duties. You are directed to follow these procedures to complete you job responsibilities and to discontinue questioning the methods, processes, and manner of performing your work

That same day, Ford sent an email to Moeller in which she sought clarification regarding the meaning of the phrase "manner of performing work." In response, Moeller told Ford to discuss the matter with Hover.

There was a second set of emails sent back and forth between Ford and Moeller in July of 2015. On July 10, 2015, Ford sent Moeller a lengthy email regarding the term contract process. In that message, Ford continued to take issue with the process which was being utilized by the engineering department and once again asserted that the alternative process that she was proposing should be utilized instead. Specifically, Ford alleged that the department's current procedure "allows the over expenditure of Term Contract NFW authorization" and that the process failed to comply with the City's Code of Ordinances. In that same email, Ford requested that her 2014 performance evaluation score be adjusted. Ford took issue with the scores that she had received for "Knowledge of Work" and "Initiative." Moeller responded to Ford on July 24, 2015, writing, in part:

[Your] proposed process is incorrect based upon how our department has determined our processes to be completed through gaining additional authorization from City Commission for specific project budgets.

The score for knowledge was downgraded because you have not demonstrated your understanding of the term contract process by accurately processing, recording, and completing tasks for invoice payments. Most recently with project 14082 lack of understanding was confirmed. Knowledge of work is evaluated based on demonstration of your ability to process invoices according to the direction given, documented procedures, and training provided.

Initiative is evaluated in part on the ability to express ideas and balance them with drive to make a change. The decrease is because of feedback received from peers on feeling pushed to agree with a change you wanted to see in our processes and they were not in support of.

Your evaluation scores remain as submitted.

On August 3, 2015, Moeller assigned three additional tasks to Ford's normal workload and gave Ford a deadline for the completion of each of the new assignments. Moeller then went on vacation. While Moeller was off work, Ford completed two of the tasks but realized that she would not be able to complete the third task by the deadline. She sent an email explaining the situation to her acting supervisor, Amber Schrier. At the time, there was another individual in the department, Mr. Reed, who was available to take on the extra work. At Ford's request, Schrier reassigned the outstanding task to Reed.

When Moeller learned of the reassignment, she sent an email instructing Reed to stop performing the work and directing Ford to complete the assignment. When she returned to the office on September 2, 2015, Moeller conducted an investigatory interview regarding Ford's failure to complete the work which she had originally been assigned. Ford was represented at the meeting by a Union steward. Following the investigatory interview, Moeller issued a Letter of Instruction (LOI) citing Ford for a violation of Section 1, Rule 10 of the City's work rules which requires that employees "Perform assigned duties in a diligent fashion at all times during working hours." Moeller specifically indicated that the letter was "instruction only" and that it should not be construed as disciplinary in nature.

The GREIU filed a grievance on Ford's behalf challenging the LOI. On or about September 24, 2015, the Union and the City reached a settlement of the grievance which resulted in the issuance of a revised LOI. The revised LOI removed Moeller's conclusion that Ford had willingly withheld information which resulted in unreasonable delays in the completion of work assignments. The settlement negotiated by the Union also included the addition of language indicating that Ford had failed to meet a deadline because she was "out of the office unexpectedly on substantiated use of sick time therefore, the work was assigned to another employee who completed the task in approximately 4 hours."

Around this time, the engineering department was in the process of transitioning to a new financial system. However, Ford believed that the term contract procedure still needed to be fixed. In attempt to remedy the problem, Ford scheduled a meeting with Deputy City Manager Eric DeLong. The meeting was held on September 18, 2015, during which Ford and DeLong discussed term contract compliance issues. At the hearing in this matter, Ford initially testified that she had received approval from Moeller to take time off to attend the meeting with the City Manager. On cross-examination, however, Ford admitted that she never actually told Moeller that she was meeting with DeLong, nor did she ever reveal to her supervisor that the purpose of the meeting was to discuss term contract issues. Rather, she had simply told Moeller that she had two hours of "meetings" scheduled for that week. With respect to communicating with Moeller about the subject matter of the meeting, Ford testified, "She did not ask, I did not tell."

Ford's 2015 performance evaluation was completed on December 2, 2015. Ford received a satisfactory rating and the evaluation included a comment, presumably from Moeller, indicating that upon final instruction, Ford had discontinued questioning the term contract process.

However, the director of the engineering department, Mark DeClerq, remarked in the evaluation that he had observed Ford openly disrespecting her supervisor and that it was his conclusion that Ford's attitude towards Moeller reflected an "unwillingness to work together in a[n] employee/supervisor relationship."

Ford scheduled another meeting with DeLong for December 17, 2015, for the purpose of following up with the Deputy City Manager on her concerns with respect to the term contract process. On December 7, 2015, Moeller approached Ford and questioned her regarding the upcoming meeting. Ford told Moeller that DeLong had instructed her to prepare counter measures to fix the term contract compliance process and that this was a meeting for that purpose. In response, Moeller conducted an investigatory interview of Ford with Union steward P.J. Murray present.

On December 9, 2015, City Manager Gregory Sundstrom notified Ford in writing that he was suspending her without pay for one day effective December 16, 2015. Sundstrom noted that the suspension was at the recommendation of both Moeller and HR representative Desiree Foster. The reasons for the suspension were listed in the notice as follows:

On December 7, 2015, an investigatory interview was conducted at which you, your union steward Patrick Murray and Brandy Moeller were present. It was discussed that on July 24, 2015 you were instructed to discontinue questioning the methods, processes and manner of performing your work. This instruction was given after you had recently held meetings with Purchasing, Comptrollers, and Labor Relations regarding term contract compliance process.

During the investigatory interview you confirmed that on September 18, 2015 you scheduled and conducted a meeting with Deputy City Manager Eric DeLong regarding term contract compliance. The content of this meeting as confirmed by Mr. DeLong was in regards to how the Engineering Department authorizes consultant services and how we fund these services. This is a direct violation of the instruction given on July 24, 2015 and the meeting took time from you performing your assigned tasks. Diligent performance of your job duties includes following instructions and performing assigned tasks.

Thus, Ms. Foster and Ms. Moeller have concluded that you have violated City Rules and Regulations, Section 1, Rule 10 which requires that employees perform assigned duties in a diligent fashion at all times during working hours. A review of your history indicates the following:

- On September 4, 2015 you received a Letter of Instruction related to following instructions and timely completion of assignments.
- On December 3, 2014 you signed your performance evaluation which contained a list on [sic] of constructive performance improvements.

Based on the above, I concur with the recommendation of Ms. Foster and Ms. Moeller. You are hereby notified that you are to serve the suspension on the date specified above. You are further directed to return to work for your regularly scheduled shift on December 17, 2015. If another infraction of this nature should occur, I expect to receive a recommendation for further disciplinary action up to and including discharge from employment with the City of Grand Rapids.

Following receipt of the notice of suspension, Ford sent an email to DeLong cancelling their December 17, 2015, follow-up meeting.

A grievance was filed challenging the one-day suspension issued to Ford. A step one grievance meeting was held on January 12, 2016, at which Ford was represented by GREIU president Ken Godwin and steward P.J. Murray. Foster and Moeller appeared on behalf of the City. During the meeting, the Union representatives argued that the suspension constituted a violation of the contract. However, Godwin expressed agreement with management that if Ford needed to report an alleged violation of City policies and procedures, she should do so by contacting her supervisor. Ford was given the opportunity to speak at the meeting and explain why she believed that the suspension should be overturned.

The Employer denied the grievance at the first step and the GREIU filed a second step grievance on Ford's behalf on January 20, 2016. The second step grievance, which was signed by Ford and a Union steward, denied that Ford's meeting with DeLong on September 18, 2015, was for the purpose of "questioning the methods, processes and manners of performing her work or her involvement in that process." Rather, the grievance asserted that Ford met with DeLong in order to report a violation by the engineering department of the term contract procedure. According to the grievance, DeLong requested that Ford prepare counter measures for the term contract compliance process and present her findings at follow up meeting which was scheduled for December and approved by Moeller. The grievance asserted that the suspension violated Article 11, Section 5 of the collective bargaining agreement which requires that warnings or reprimands be done "in a manner consistent with good employee relationship principles" and Article 34 which provides that all conditions of employment not otherwise provided for in the contract be maintained at the standards in effect at the time of the signing of the agreement. As a remedy, the grievance requested that Ford be compensated for the one-day suspension and that the letter of disciplinary action be removed from her file.

Foster denied the second step grievance by email dated February 3, 2016. The email provided, in pertinent part:

As stated in the suspension letter, the Grievant was instructed to discontinue questioning the methods, processes, and manner of performing her work **after** she had recently held meetings with Purchasing, Comptrollers, and Labor Relations regarding term contract compliance. At the investigatory interview the Grievant confirmed that she scheduled and conducted the meeting with Deputy City Manager Eric DeLong to discuss term contract compliance. Likewise the step 2 grievance states that the Grievant was to prepare counter measurements **for term contract compliance** for her December follow up meeting with Mr. DeLong.

Management has attempted on several occasions to instruct the Grievant to refrain from investigating, researching, or discussing with other departments the Engineering term contract compliance process. At the step 1 grievance meeting, the Grievant was given the directive to cease and desist from all term contract compliance investigation, research, or communications during her working hours. She was also told that failure to follow this directive would result in a 5-day suspension.

Management has the right to discipline employees who do not follow instruction. This grievance is denied. [Emphasis in original.]

Following the Employer's denial of the grievance, the Union's internal grievance committee met to consider whether to advance the grievance to arbitration. The committee which reviewed the grievance upon behalf of the Union consisted of GREIU President Ken Goodwin, First Vice President Frank Dietz and Second Vice President Lisa Angus, all of whom worked for the City's water department. Also responsible for reviewing the grievance were P.J. Murray and GREIU member Jerry Toogood, Jr. On or about March 10, 2016, Godwin sent Ford a letter explaining that the Union would not be advancing the grievance to arbitration because the committee "could not find a contract violation." The letter concluded with instructions for Ford on how to appeal the committee's decision.

By letter dated March 22, 2016, Ford filed her internal Union appeal asserting that her suspension was improper. Ford alleged that she had not violated any directive issued by her supervisor because Moeller had ordered her to discontinue questioning the methods, processes and manner of performing her own work, whereas her meeting with DeLong concerned term contract compliance policies relating to construction engineering services, an area to which Ford had not been assigned. The letter of appeal did not make any allegations of impropriety relating to the representation Ford had previously received from Godwin, Dietz or Angus.

The GREIU grievance appeal board held a hearing to review Ford's grievance on April 12, 2016.⁵ Dietz gave a thirty-minute presentation to the board, following which Ford was given the same amount of time to state her case, present evidence and respond to questions. As part of that process, Ford provided the board with a six-page typed letter with twenty attachments explaining her arguments in detail. At no point did Ford complain about the representation she had received from Godwin, Dietz and Angus. Following her presentation, Ford left the room and the board continued to discuss the merits of the grievance. At some point, a vote was conducted by the board which resulted in a decision not to advance the grievance to arbitration. Ford was notified of that decision by letter dated April 13, 2016. Ford filed the instant charges on October 11, 2016.

⁵ The GREIU grievance appeal board which was responsible for reviewing Ford's appeal consisted of John Good, Eric Sumner, Brandy Peters, Jake Vasquez, Jr. and Amy Decker. Of those individuals, only Sumner and Peters worked at the same location as Godwin, Dietz and Angus. Vasquez, Jr. was assigned to the City's parks and recreation department, while Decker was employed at City Hall. Good worked for the water department, but at a different location than Godwin, Dietz and Angus.

Discussion and Conclusions of Law:

I. Case No. CU16 J-054; Docket No. 16-029308-MERC

The charge in Case No. CU16 J-054; Docket No. 16-029308-MERC alleges that Respondent breached its duty of fair representation by violating various provisions of the GREIU constitution. Specifically, Ford asserts that she filed internal complaints against Union officials alleging various improprieties, including disturbing the peace at a Union meeting and making false claims against another member. Ford contends that Respondent violated PERA by dismissing all of the internal charges in “direct violation of the GREIU Constitution.”

It is well established that the duty of fair representation does not embrace matters involving the internal structure and affairs of labor organizations which do not impact upon the relationship of bargaining unit members to their employer. *West Branch-Rose City Ed Ass’n*, 17 MPER 25 (2004); *SEIU, Local 586*, 1986 MERC Lab Op 149. Internal union matters are outside the scope of PERA, but are left to the members themselves to regulate. *AFSCME Council 25, Local 1918*, 1999 MERC Lab Op 11; *MESPA (Alma Pub Schs Unit)*, 1981 MERC Lab Op 149, 154. This principle is derived from Section 10(2)(a) of the Act, which states that a union may prescribe its own rules pertaining to the acquisition or retention of membership. See e.g. *Organization of Classified Custodians*, 1993 MERC Lab Op 170; *SEIU, Local 586, supra*. The Commission has held that the duty of fair representation applies only to those policies and procedures having a direct effect on terms and conditions of employment. See e.g. *City of Lansing*, 21 MPER 8 (2008) (whether the Union violated its own constitution was an issue better left to the members themselves to regulate).

In an order issued on October 25, 2016, I directed Ford to show cause why the charge in Case No. CU16 J-054; Docket No. 16-029308-MERC should not be dismissed based upon the authority set forth above. Ford failed to specifically address this issue in her response to the order to show cause, nor did she set forth any facts or argument which would even remotely suggest that the alleged violation of the GREIU constitution had any impact on the terms and conditions of her employment. Even assuming arguendo that Union representatives violated provisions of the GREIU constitution, there are no allegations in the charge or Ford’s response to the order to show cause which would suggest that such actions constituted a violation of PERA. For that reason, the charge in Case No. CU16 J-054; Docket No. 16-029308-MERC must be dismissed on summary disposition.

II. Case No. CU16 J-055; Docket No. 16-029307-MERC

In Case No. CU16 J-055; Docket No. 16-029307-MERC, Charging Party contends that the GRIEU breached its duty of fair representation by failing or refusing to advance the grievance challenging her one-day suspension to arbitration. A union’s duty of fair representation is comprised of three distinct responsibilities: (1) to serve the interests of all members without hostility or discrimination toward any; (2) to exercise its discretion in complete good faith and honesty, and (3) to avoid arbitrary conduct. *Vaca v Sipes*, 386 US 171 (1967); *Goolsby v Detroit*, 419 Mich 651 (1984).

Within these boundaries, a union has considerable discretion to decide how or whether to proceed with a grievance, and must be permitted to assess each grievance with a view to its individual merit. *Lowe v Hotel Employees*, 389 Mich 123 (1973); *Int'l Alliance of Theatrical Stage Employees, Local 274*, 2001 MERC Lab Op 1. An individual member does not have the right to demand that her grievance be pressed to arbitration, and the union is not required to carry every grievance to the highest level. Because the union's ultimate duty is toward the membership as a whole, a union may consider such factors as the burden on the contractual machinery, the cost, and the likelihood of success in arbitration. *Lowe, supra*. To this end, a union is not required to follow the dictates of the individual grievant, but rather it may investigate and present the case in the manner it determines to be best. *Detroit Police Lts and Sgts*, 1993 MERC Lab Op 729.

The Commission has "steadfastly refused to interject itself in judgment" over grievances and other decisions by unions despite frequent challenges by employees who perceive themselves as adversely affected. *City of Flint*, 1996 MERC Lab Op 1, 11. The Union's decision on how to proceed with a grievance is not unlawful as long as it is not so far outside a wide range of reasonableness as to be irrational. *Air Line Pilots Ass'n v O'Neill*, 499 US 65, 67 (1991); *City of Detroit (Fire Dep't)*, 1997 MERC Lab Op 31, 34-35. The mere fact that a member is dissatisfied with their union's efforts or ultimate decision is insufficient to constitute a proper charge of a breach of the duty of fair representation. *Eaton Rapids Ed Ass'n*, 2001 MERC Lab Op 131; *Wayne County DPW*, 1994 MERC Lab Op 855. To prevail on a claim of unfair representation, a charging party must establish not only a breach of the union's duty of fair representation, but also a breach of the collective bargaining agreement by the employer. *Goolsby v Detroit*, 211 Mich App 214, 223 (1995); *Knoke v East Jackson Pub Sch Dist*, 201 Mich App 480, 488 (1993).

In the instant case, Charging Party failed to produce any credible evidence during her case-in-chief which would establish that the Union did not properly represent her with respect to the one-day suspension that she received on December 9, 2015. The record indicates that a grievance was filed challenging the suspension and that the Union president, Godwin, and GREIU steward, Murray, appeared on Ford's behalf at the first step meeting, at which they argued to management that the suspension constituted a violation of the collective bargaining agreement. When the grievance was denied, the Union filed a second step grievance which disputed management's claim that Ford had met with DeLong for the purpose of "questioning the methods, processes and manners of performing her work or her involvement in that process." The Employer rejected that assertion and denied the second-step grievance. Thereafter, the matter was reviewed by the Union's internal grievance committee, which ultimately concluded that the grievance should not proceed to arbitration because the contract had not been violated. The GREIU provided Ford with notice of her appeal rights and gave her the opportunity to address the grievance appeal board and offer evidence in support of her claim before ultimately voting to reject the appeal. Although Charging Party now takes issue with that result, there is nothing in the record to suggest that the GREIU in any manner acted arbitrarily, discriminatorily or in bad faith in connection with its dealings with Ford. As noted, the Union is not required to take every grievance to arbitration. *Lowe, supra*.

Charging Party's main point of contention with Respondent appears to be the Union's failure to recognize or assert a claim that Ford did not engage in the conduct described in the notice of suspension. In suspending Ford, the city manager concluded that Ford's meeting with DeLong violated Moeller's earlier directive to discontinue raising issues about the process of performing her work. Ford asserts that her meeting with DeLong pertained to the term contract

process for construction engineering services, whereas her duties involved term contract compliance in design engineering services. It is true that in her July 24, 2015, email to Charging Party, Moeller specifically instructed Ford to “discontinue questioning the methods, processes, and manner of performing **your work**.” (Emphasis added). However, the record indicates that several of the comments directed to Ford throughout 2014 and 2015 related to the term contract process generally. For example, in December of 2014, Moeller warned Ford that her focus on the term contract procedure was distracting her from the core responsibilities of her position. Notably, Moeller characterized Ford’s inquiries as merely an attempt to convince the engineering department to adopt her suggestions regarding how term contracts should be processed. That same month, Moeller downgraded Ford’s performance evaluation on the ground that she had not demonstrated knowledge of term contracts. Even assuming that management’s concern was in fact limited to the term contract process as it related specifically to construction engineering services, a failure on the part of the Union to recognize the significance of such a distinction does not constitute a breach of the duty of fair representation. At best, this may constitute evidence of poor judgement or ordinary negligence on the Union’s part, neither of which are sufficient to establish a violation of PERA. *AFSCME Council 25, Local 207*, 23 MPER 101 (2010). A union is not expected to always make the right or best decisions, so long as it acts in good faith and avoids being arbitrary. *Detroit Police Officers Ass’n*, 26 MPER 6 (2012); *City of Detroit*, 1997 MERC Lab Op 31.

Charging Party contends that a conflict of interest existed in the instant case because the Union representatives who were responsible for evaluating her grievance were all employed in the same City department. Although Godwin, Dietz and Angus were all water department employees, the record indicates that several members of the GREIU’s grievance appeal board were assigned to other departments within the City. For example, Vasquez, Jr. was assigned to the City’s parks and recreation department, while Decker was employed at City Hall. Nevertheless, even if all of the individuals who handled Ford’s grievance worked in the same location, that fact, standing alone, would not establish that Respondent’s decision-making was biased. There is simply no evidence in the record suggesting that Godwin, Dietz, Angus or any other GREIU representative was hostile to Ford or otherwise predisposed to reject her grievance. Although Ford testified that Godwin and other members of Respondent’s executive board began treating her differently after she was elected Union treasurer, she did not provide any details concerning the alleged disparate treatment or testify as to any specific incidents of alleged hostility. For example, when asked whether she had any proof that members of the grievance appeal panel were biased against her, Ford responded, “Yes, I have had this through the general membership, through remarks, through the face-to-face conversations.” To find a violation of the duty of fair representation on the basis of such conclusory statements would be to engage in mere speculation and conjecture. Such speculation as to motive has been expressly prohibited by the Michigan Supreme Court in *MERC v Detroit Symphony Orchestra*, 393 Mich 116 (1974).

Similarly, there is no credible evidence in the record to support Charging Party’s conclusory testimony that the Union treated Ford’s case differently than it did grievances involving other employees.

Ford asserts that it was a PERA violation for the Union not to have demanded that the City engage in negotiations with GREIU representatives prior to issuing the one-day suspension.

Ford is correct in her assertion that PERA makes it unlawful for a public employer to refuse to bargain collectively with the representative of its public employees. See MCL 423.210(1)(e). It is also true that discipline is generally a mandatory subject of bargaining under the Act. *Amalgamated Transit Union v SEMTA*, 437 Mich 441 (1991); *City of Detroit*, 19 MPER 70 (2006). In the instant case, however, the City satisfied its duty to bargain by entering into a contract with the Union which sets forth the rights and responsibilities of the parties, including Article 9 which covers discharge and discipline of members of the bargaining unit. As the Michigan Supreme Court stated in *Port Huron Ed Ass'n v Port Huron Area Sch Dist*, 452 Mich 309, 327 (1996), "Once the employer has fulfilled its duty to bargain, it has a right to rely on the agreement as the statement of its obligations on any topic 'covered by' the agreement." At the same time, bargaining unit members have a right to rely upon the terms and conditions in the contract and to expect that they will continue unchanged. *Detroit Bd of Ed*, 2000 MERC Lab Op 375, 377. See also *Wayne Co Comm Coll*, 20 MPER 59 (2007). To the extent that a question arose regarding whether the suspension of Ford constituted a violation of that agreement, the proper resolution of that dispute was through the contractual grievance procedure which, in and of itself, is an extension of the bargaining process. *Ionia Pub Sch*, 30 MPER 45 (exceptions withdrawn). Under these circumstances, the City of Grand Rapids had no duty to negotiate with Respondent prior to suspending Ford and, accordingly, the Union had no right to demand that the City bargain over the discipline prior to its issuance.

I have carefully considered all of the remaining arguments asserted in this matter and conclude that they do not warrant a change in the result. Despite having been given a full and fair opportunity to do so, Charging Party has failed to meet her burden of proving that Respondent GREIU breached its duty of fair representation in violation of PERA. Accordingly, I conclude that the charges must be dismissed.

RECOMMENDED ORDER

The unfair labor practice charges filed by Tatiana Ford against the Grand Rapids Employees Independent Union in Case No. CU16 J-054; Docket No. 16-029307-MERC and Case No. CU16 J-055; Docket No. 16-029308-MERC are hereby dismissed in their entirety.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

David M. Peltz
Administrative Law Judge
Michigan Administrative Hearing System

Dated: December 19, 2017