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

In the Matter of:

CRESTWOOD SCHOOL DISTRICT,
Public Employer-Respondent in MERC Case No. C17 K-093

-and-

CRESTWOOD FEDERATION OF TEACHERS,
Labor Organization-Respondent in MERC Case No. CU17 K-032

-and-

SAMANTHA JOHNSON,
An Individual Charging Party.
_____/

APPEARANCES:

Keller Thoma, P.C., by Gouri G. Sashital, for the Public Employer

Mark H. Cousens, for the Labor Organization

Samantha Johnson, appearing on her own behalf

## DECISION AND ORDER

On May 2, 2018, Administrative Law Judge Julia C. Stern issued her Decision and Recommended Order[1] in the above matter finding that Respondent did not violate Section 10 of the Public Employment Relations Act, 1965 PA 379, as amended, and recommending that the Commission dismiss the charges and complaint.

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

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

## 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: June 26, 2018

[1] MAHS Hearing Docket Nos. 17-025056 & 17-025058

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

In the Matter of:

CRESTWOOD SCHOOL DISTRICT,
Respondent-Public Employer in Case No. C17 K-093/Docket No. 17-025056-MERC,

-and-

CRESTWOOD FEDERATION OF TEACHERS,
Respondent-Labor Organization in Case No. CU17 K-032/Docket No. 17-025058-MERC,

-and-

SAMANTHA JOHNSON,
An Individual-Charging Party.
_____/

APPEARANCES:

Keller Thoma, P.C., by Gouri G. Sashital, for the Respondent Employer

Mark H. Cousens, for the Respondent Labor Organization

Samantha Johnson, appearing for herself

**DECISION AND RECOMMENDED ORDER**
**OF ADMINISTRATIVE LAW JUDGE**
**ON MOTIONS FOR SUMMARY DISPOSITION**

On November 9, 2017, Samantha Johnson filed the above unfair labor practice charges with the Michigan Employment Relations Commission (the Commission) against her employer, the Crestwood School District (the Employer) and her collective bargaining representative, the Crestwood Federation of Teachers, AFT (the Union) pursuant to Sections 10 and 16 of the Public Employment Relations Act (PERA or the Act), 1965 PA 379, as amended, MCL 423.210 and MCL 423.216. Pursuant to Section 16 of PERA, the charges were assigned to Julia C. Stern, Administrative Law Judge (ALJ) for the Michigan Administrative Hearing System.

On November 22, 2017, pursuant to Rule 165(2)(d) of the Commission's General Rules, 2002 AACS, 2014 AACS, R 423.165, and Rule 162, 2002 AACS, 2014 AACS, R 423.162, I issued an order directing Johnson to show cause why her charge against the Employer should not be dismissed for failure to state a claim upon which relief can be granted under the Act and to file a more definite statement of her charges against the Union. On December 13, 2017, Johnson submitted a package of documents.

On December 27, 2017, the Union filed a motion for summary disposition asserting that Johnson had not explained what assistance she wanted from the Union, what provisions of the collective bargaining agreement were involved, or how the Union had failed in its duty of fair representation. On December 28, 2017, I sent Johnson a letter, with copies to the Respondents,

informing her that still she had not, in her submission, identified what the Union did, or did not do but should have done, that violated its legal duty of fair representation. I gave Johnson an additional opportunity, before January 31, 2018, to comply with my order to provide a more definite statement of her charges.

On January 13, January 16, and January 30, 2018, I received emails from Johnson responding to my order. The last two included lengthy attachments and the January 30 email was identified by Johnson as her "final draft of charges against the Crestwood School District and Crestwood Federation of Teachers." On January 31, 2018, I received two additional emails from Johnson with attachments. These attachments consisted of a copy of Johnson's request for Family Medical Leave Act (FMLA) leave, and a text conversation between Johnson and Union representative Christina Adkins about Johnson's FMLA leave on January 30, 2018. On February 6, 2018, the Employer filed a motion for summary disposition, and on February 7, 2018, the Union renewed its request that the charge against it be dismissed.

Based on the pertinent facts as contained in Johnson's pleadings and as set forth below, I make the following conclusions of law and recommend that the Commission issue the following order.

The Unfair Labor Practice Charges:

Johnson has been employed by the Employer as a middle school Spanish teacher for approximately eighteen years. She is a member of a bargaining unit represented by the Crestwood Federation of Teachers. According to Johnson's charge, during the 2016-2017 school year she began to have problems with some of her students and also with her assistant principal, Christina Abojambra. Johnson believed these problems, or at least those with the students, started with postings made to her personal Facebook page during that school year that identified her background as part African-American and Native American. She did not indicate in her charge why she believed she began having problems with Abojambra.

The events giving rise to the instant charge began on August 31, 2017. On that day, Johnson was called to a meeting in Abojambra's office with Johnson's building principal, Dennis Faletti, and Superintendent Laurine VanValkenburg. The Union building representative, Christina Adkins, was also present at this meeting. VanValkenburg told Johnson that some teachers had expressed concern about a remark Johnson had made the previous day during a presentation at a professional development meeting. At the end of the meeting, VanValkenburg told Johnson that she was being placed on paid administrative leave. Johnson was instructed to provide a letter from her psychologist verifying her fitness to teach students by September 8, 2017.

Johnson met again with Faletti, VanValkenburg and Adkins on September 8, after Johnson had submitted a letter from a psychiatrist stating that she had no problems that would interfere with her ability to teach students. At the September 8 meeting, Johnson was told to report to work the following Monday, or September 11, 2017. On September 15, 2017, Johnson received a letter from VanValkenburg, dated September 8, 2017, which stated that her return was contingent on her submitting letters for the next six months verifying her receipt of mental health treatment. This letter was placed in Johnson's personnel file. Johnson continued to work and at the beginning of November 2017 filed a complaint with the Equal Employment Opportunity Commission (EEOC) under the Americans with Disabilities Act (ADA). On November 5, 2017, Johnson took a FMLA leave due to stress and anxiety which she alleges was aggravated by the Employer's treatment of her.

Johnson's charge against the Employer alleges that the Employer "discriminated and violated the ADA" by the actions set forth above and by other incidents of harassment which she details in her charge.

As set out in the facts below, Johnson had a number of conversations about the August 31, 2017, meeting and September 8, 2017, letter with Union representatives. These included Adkins, Union Local President Tony Robinson, an AFT representative named Ginger (Johnson did not recall Ginger's last name), and the Union's counsel. Robinson told Johnson that there "was no grievance." Johnson does not allege that she specifically asked the Union to file a grievance and it did not do so. Although it is obvious from her charge that Johnson was dissatisfied with the representation she received from the Union, she did not indicate in her charge what she believed the Union did, or what it did not do, that violated its duty of fair representation toward her. As noted above, on November 22, 2017, I directed Johnson to provide a more definite statement of what actions she believed the Union wrongly did or failed to do. In her subsequent pleadings, Johnson provided more detail about her interactions with the above Union representatives. From these pleadings it appears that Robinson and perhaps the Union's counsel incorrectly believed that Johnson had agreed at some point to the conditions set out in the September 8, 2017, letter. However, Johnson pleadings did not identify any actions or inaction by which the Union violated its duty of fair representation.

Facts:

Background – the 2016-2017 School Year

As noted above, Johnson taught middle school Spanish for the Employer for eighteen years. According to Johnson, the 2016-2017 year was different and difficult. First, Johnson's classroom was moved from a new wing of the school to the second floor of the main building, while other world language teachers remained in the new wing. According to Johnson, she was not given time to unpack and thus found herself pulling materials from boxes in the back of the room. Second, at the beginning of the 2016-2017 school year, Johnson brought her own portable air conditioning unit to her classroom and her husband installed it. Johnson had received permission from Faletti, but the day following its installation, Faletti told her he had been instructed by VanValkenburg to have it removed.

Johnson also asserts that throughout the 2016-2017 school year, Johnson was repeatedly criticized by Abojambra for allegedly making inappropriate remarks to her students.
These included accusing Johnson, falsely, of talking to her students about her own family finances. According to Johnson, when she spoke to Adkins about Abojambra's harassment, Adkins warned her to be careful because "they retaliate." Johnson then began to provide Adkins with written documentation of incidences of Abojambra's unprofessional behavior as they occurred. Despite Johnson's problems with Abojambra, Johnson was rated effective or highly effective in all categories in her end of the year teacher evaluation for the 2016-2017 school year.

Johnson also had a difficult year with her students. Middle school students at Johnson's school may take high school classes but must receive the permission of a teacher before enrolling. Johnson and the middle school's other Spanish teacher believed that as their middle school students received high school credit for their middle school world language classes, the Employer should require students to have a teacher's signature before they enrolled to make sure that the students were academically and behaviorally ready for a high school class. The Employer did not agree. During the 2016-2017 school year, Johnson had many students who were not willing to work; when she complained about this to Faletti and Abojambra they assured her that there had been no student or parent complaints.

Johnson also learned from some of her students during this school year that there was a Snapchat account with postings that made fun of her. Johnson copied the videos and reported them to administration but no disciplinary action was taken. According to Johnson, the students responsible were what Johnson referred to as Abojambra's "loyals." Johnson also discovered a YouTube video posted by someone with the same name as one of her students that featured a teacher who resembled a monkey. Johnson also reported this to administration. In October 2016, Johnson was in her car with her two children away from school property when she was approached by some teenagers who swore at her using her name and threw food at her car. Johnson filed a police report with the Dearborn Heights police.

Events of August 30 and 31 and September 15, 2017, Letter

August 30, 2017, was a professional development day for the Employer's teachers before classes began for students. Johnson attended a Positive Behavior Intervention (PBI) meeting that day that included a presentation by a teacher or administrator from another school district. During the presentation, Johnson asked "a question about respect." The presenter responded that it sounded like Johnson "had a problem with administration." Johnson said her question had been misinterpreted and apologized. It is not clear from Johnson's charge whether Abojambra was in attendance at this meeting. However, according to Johnson, she was told by another teacher that Abojambra pulled him out of the meeting and asked him what he thought Johnson had meant by her question.

After lunch the following day, Johnson was called to a meeting in Abojambra's office with Abojambra, Faletti, VanValkenburg, and Adkins. VanValkenburg told Johnson that three staff members had come to her concerned about Johnson's question, or the way she had asked it, the preceding day. Johnson asked her why. It is not clear from her pleadings what else Johnson said, but Adkins later told her that "the meeting spiraled quickly against her." At some point, VanValkenburg asked Johnson what doctors she was seeing and what medications Johnson was taking. Johnson said that she was looking for a new general practitioner but that she had been seeing a therapist. VanValkenburg told Johnson that she was to produce a letter from her therapist or a psychiatrist that she was fit to teach in a classroom by September 8, 2017, and that in the meantime she would be placed on paid administrative leave. VanValkenburg then asked Adkins to escort Johnson off the property. In a phone call the next day, Adkins told Johnson that she was not allowed on school property while on leave, was not guaranteed reinstatement even if she produced the letter, and that if she produced the letter the Employer could seek a second opinion.

The following day, September 2, Johnson went to a hospital emergency mental health clinic and was discharged with anxiety. On September 5, she went to another mental health clinic and was evaluated by a psychiatrist. On September 5, 2017, this psychiatrist wrote a letter stating that Johnson was psychiatrically stable and that there was "absolutely" no impediment to her teaching or working in a classroom. Since Johnson was not allowed on school property, she met Adkins later that day and asked her to deliver the letter to the Employer. On Friday, September 8, VanValkenburg held another meeting with Johnson, Faletti and Adkins. Johnson was told to report to work the following Monday, September 11, 2017.

On September 15, 2017, Johnson received a letter from VanValkenburg dated September 8. The letter included this paragraph:

> You were instructed to report to work on September 11, 2017. Your return is contingent on your submission of monthly letters from your psychiatrist verifying your

> participation in monthly appointments for the next six months, October 2017 through March 2018. If we do not receive monthly letters verifying your continued mental health care we will communicate with you regarding an alternative course of action.

The letter does not say that Johnson had agreed to these conditions.

The September 8, 2017, letter recited that during the September 8 meeting Johnson had explained that the psychiatrist who wrote the letter had "provided emergency psychiatric care," and that Johnson had said that she would be making an appointment with "another mental health professional that [Johnson] had already selected for [her] continued care." The letter told Johnson to provide the name of that person and date of her first appointment as soon as possible.

Communications with Union Representatives

Johnson was incensed at receiving the September 8, 2017, letter and immediately contacted Adkins, who said that she would contact Local Union President Robinson. Adkins later sent Johnson a text with a screenshot of her text conversation with Robinson. According to Johnson, Robinson told Adkins that the matter was not disciplinary. He also said that the September 8, 2017, letter should be placed in Johnson's personnel file to explain her absence. Johnson was dissatisfied with this response and told Adkins this. On September 21, 2017, Robinson emailed Johnson indicating that she could speak with the Union's counsel regarding the letter. After Johnson returned his email, Robinson phoned her and they spoke for nearly half an hour.
According to Johnson, Robinson told her during their conversation that there was no grievance but that her civil rights may have been violated. He told Johnson that he would have an AFT field representative call her.

On October 2, 2017, the AFT field representative, Ginger, called Johnson. According to Johnson, Ginger told her that the Employer should not have questioned her about her medications and doctors or required her to provide documentation for the next six months of treatment that she did not actually need. Ginger also said that she would contact VanValkenburg to find out what documented incidents led her to question Johnson's ability to teach. Ginger later called Johnson to report that she had talked to VanValkenburg and that VanValkenburg had said that Johnson was a great teacher and that the Employer was just concerned about her. Johnson told Ginger that "there was no just cause to have my employment and fitness for duty questioned for six months." Johnson also told Ginger that she wanted to find out what she had done in her classroom to warrant a psychiatric evaluation. Ginger offered to set up a meeting with VanValkenburg, but Johnson told Ginger that she would not meet with VanValkenburg again for "another inquisition." Johnson then messaged Robinson. According to Johnson, he told her that VanValkenburg could form her own opinion based on Johnson's behavior at the August 31, 2017, meeting.

On October 19, 2017, Johnson participated in a conference call with Ginger and the Union's counsel. Johnson was offended by what she saw as the counsel's flippant greeting, his questions about what she expected the Union to do, and his explanation that he was not her lawyer but the Union's. She also thought that he did not seem familiar with the facts, including that she had not agreed to the conditions in the Employer's September 8, 2017, letter. According to Johnson, during the call Ginger accused Robinson of being a liar. Johnson's pleadings do not contain any further explanation of this remark. However, from a letter Robinson sent Johnson on November 7, 2017, discussed below, it appears that Robinson was under the impression that Johnson had agreed to provide the Employer with periodic reports verifying that she continued to receive mental health treatment.

Meanwhile, Johnson was having problems receiving the workbooks for her Spanish 1 classes. It had been the practice at Johnson's school for students to purchase the workbooks that accompanied their Spanish textbooks. In February 2017, Johnson learned that there was a newer edition of the workbook that she had been using. Johnson asked the school secretary about the cost of the newer edition of the workbook. Later in the school year, Johnson and the other middle school Spanish teacher discovered that there was also an online edition of the workbook. Johnson asked the school secretary to the check pricing of the online edition.

While Johnson was on administrative leave in September 2017, the other Spanish teacher had the new edition workbooks delivered to her classroom. After Johnson returned to work on September 11, she saw her workbooks sitting in the school office. Johnson called the school secretary to find out when the workbooks would be brought to her classroom, but the secretary said that Abojambra needed to speak to her first. Johnson told her students not to turn in any workbook money until Johnson could investigate.

On September 29, 2017, Abojamba came into Johnson's classroom while Johnson was teaching Spanish 2 and told Johnson that she, Abojambra, would distribute the workbooks to her students and collect the money. Johnson told Abojambra that the Spanish 2 students already had workbooks, and the workbooks were for Spanish 1. Abojambra told Johnson she would bring the workbooks to her Spanish 1 classes on Monday, October 2. According to Johnson, she felt that Abojambra was taking away part of Johnson's job for no reason, and that Abojambra would use Johnson's inability to distribute her own workbooks against her. Johnson called Building Representative Adkins to tell her about the workbook problem and that she was uncomfortable with Abojambra repeatedly interrupting her classes to get the workbooks passed out and the money collected. Adkins told Johnson to send an email to Abojambra asking for clarification. Abojambra replied, asking Johnson to stop by her office. Johnson texted Abojambra that she would not go to a meeting with Abojambra alone. Adkins then arranged to meet with both Johnson and Abojambra to talk about the problem. According to Johnson, Abojambra told Adkins, falsely, that it had been a mutual decision between her and Johnson to allow Abojambra to distribute the workbooks that year. According to an email Adkins sent Johnson and Robinson, however, Abojambra told Adkins that she and Faletti had decided that Abojambra would go into Johnson's classes to distribute the workbooks and collect the money because there had been concerns about the collection of money for the workbooks in the past. Abojambra told Adkins that she and Faletti believed that having Abojambra handle this would alleviate the stress on Johnson of having to keep track of the money.

Although Johnson had hung up the phone in the middle of the October 19 conference call with the Union's counsel, she afterward made several attempts to reach him by phone. He did not return her calls. On November 7, 2017, Robinson sent Johnson a letter assuring Johnson that the Union was monitoring the Employer's conduct and was ready to assist her should the Employer breach the collective bargaining agreement. The letter include the following paragraphs:

> Labor organizations can only enforce the provisions of their agreements. Unions cannot insure a happy or pleasant workplace although that is a laudable goal. It appears that you have substantial criticism of the Employer's conduct; you have the right to express that criticism. However, the Federation of Teachers is unable to assist you unless it is clear that a contract breach occurred.
>
> To date you have not articulated an action which you believe violates our contract nor have you stated a specific request for assistance. While you apparently believe you are

being "targeted," your term, the Union is unable to assist in the absence of some specific adverse employment action which breaches the contract.

As noted above, in this letter Robinson also said, incorrectly, that Johnson had agreed to comply with the Employer's request to provide "periodic reports from a qualified person to confirm that there is no impediment to your ability to teach."

Discussion and Conclusions of Law:

Charge Against the Employer

PERA regulates collective bargaining by public employers and unions in Michigan, prohibits public employees from striking and provides penalties for this action. Section 9 of PERA reads as follows:

Sec. 9. (1) Public employees may do any of the following:

(a) Organize together or form, join, or assist in labor organizations; engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection; or negotiate or bargain collectively with their public employers through representatives of their own free choice.

(b) Refrain from any or all of the activities identified in subdivision (a).

The actions constituting unfair labor practices by public employers and public sector unions are contained in Section 10 of PERA. Sections 10(1)(a) and (c) of PERA makes it an unfair labor practice for a public employer to interfere with the Section 9 rights of its employees, or to discharge, discipline, or discriminated against them because they have engaged in, or refused to engage in, union activities. However, not all unfair, or even unlawful, treatment of its employees by a public employer violates PERA. The authority of the Employment Relations Commission is limited to the enforcement of PERA, and it cannot find an unfair labor practice unless it finds a violation of some provision of Section 10 of that Act. Absent a factually supported allegation that the employer interfered with, restrained, coerced, or retaliated against the employee for engaging in, or refusing to engage in, union or other activities of the type protected by PERA, the Commission has no jurisdiction to make a judgment on the fairness of the employer's actions. See, e.g., *City of Detroit (Fire Dep't*), 1988 MERC Lab Op 561, 563-564; *Detroit Bd of Ed*, 1987 MERC Lab Op 523, 524.

Rule 165(1) of the Commission's General Rules, 2002 AACS and 2015 AACS, provides that an administrative law judge, on the judge's own motion or on a motion by another party, may dismiss an unfair labor practice charge for reasons set forth in that rule, including that the charge does not state a claim upon which relief can be granted under the Act. Johnson did not allege in her charge or other pleadings that she engaged in activities of the type protected by PERA. Nor did she specifically allege that Employer interfered with her exercise of her Section 9 rights or discriminated against her or targeted her *because she engaged in conduct protected by the Act.* I find that the facts as set out by Johnson in her pleadings do not indicate that the Employer actions of which she complains were connected in any way to her participation in activities protected by PERA. I conclude, therefore, that

Johnson's charge against the Employer does not state a claim against the Employer under PERA. See *Grand Rapids Cmty Schs,* 29 MPER 67 (2016); *City of Detroit,* 23 MPER 71 (2010). For this reason, I recommend that the Commission grant the Employer's motion for summary disposition and dismiss Johnson's charge against it.

Charge Against the Union

A union representing public employees in Michigan owes these employees a duty of fair representation under §10(2)(a) of PERA. The union's legal duty under this section 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. *Goolsby v Detroit*, 419 Mich 651, 679 (1984); *Eaton Rapids EA*, 2001 MERC Lab Op 131,134. See *Vaca v Sipes*, 386 US 171, 177 (1967). A union is guilty of bad faith when it "acts [or fails to act] with an improper intent, purpose, or motive . . . encompass[ing] fraud, dishonesty, and other intentionally misleading conduct." *Merritt v International Assn of Machinists and Aerospace Workers*, 613 F3d 609, (CA 6, 2010). As the Court noted in in *Goolsby* at 678-679, "arbitrary" in the context of the duty of fair representation means "[W]ithout adequate determining principle . . . Fixed or arrived at through an exercise of will or by caprice, without consideration or adjustment with reference to principles, circumstances, or significance . . . decisive but unreasoned." The Court held that, in addition to prohibiting impulsive, irrational, or unreasoned conduct, the duty of fair representation also proscribes "inept conduct undertaken with little care or with indifference to the interests of those affected."

A union does not have the duty to arbitrate or even file a grievance in all circumstances when an individual member asks it to do so. Rather, a union has considerable discretion to decide how or whether to proceed with a grievance and is permitted to assess each grievance with a view to its individual merit and its likelihood of success. *Lowe v Hotel Employees*, 389 Mich 123 (1973); *International Alliance of Theatrical Stage Employees, Local 274*, 2001 MERC Lab Op 1. A union's good faith, nondiscriminatory decision not to proceed with a grievance is not arbitrary unless it falls so far outside a broad range of reasonableness as to be considered irrational. *City of Detroit (Fire Dep't),* 1997 MERC Lab Op 31, 34-35, citing *Air Line Pilots Assn v O'Neill,* 499 US 65, 67 (1991).

Moreover, a union has no legal duty to do what it has no power to do. A union may intervene on an employee's behalf to mediate the employee's dispute with the employer or attempt to persuade the employer to change its course of action. However, ultimately a union's power is limited to enforcing the terms of its collective bargaining agreement with the employer through the grievance procedure.

Johnson had a number of discussions with Union representatives at several levels about her August 31, 2017, meeting with VanValkenburg and VanValkenburg's September 8, 2017, letter. Local Union President Robinson told Johnson that these actions were not disciplinary, and that there was no grievance.2 It appears from the facts that Robinson mistakenly believed that Johnson agreed to the conditions in VanValkenburg's September 8, 2017 letter.

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2 I note that, in any case, Section 15(3)(m) of PERA makes decisions concerning the discharge or discipline of individual teachers a prohibited subjects of bargaining between public school employers and the unions representing their teachers. Thus, any provision in a collective bargaining agreement which limits a public school employer's right to discipline an individual teacher is not enforceable. *Ionia Co Intermediate Ed Assn,* 30 MPER 18 (2016).

However, Johnson did not ask the Union to file a grievance or point to any section of the collective bargaining agreement that she believed had been violated. Moreover, nothing in Johnson's pleadings suggests that the Union's decision that there was no grievance would have been different if Robinson and/or the Union's counsel had understood that Johnson had not agreed to the conditions VanValkenburg imposed in the September 8, 2017, letter. I conclude that the facts as Johnson set them out in her pleadings do not support a finding that the Union's failure to file a grievance under these circumstances was arbitrary, as defined above, or made in bad faith, and that the Union did not violate its duty of fair representation against her. For this reason, I recommend that the Commission grant the Union's motion for summary disposition and that Johnson's charge against the Union also be dismissed.

## RECOMMENDED ORDER

The charges are dismissed in their entireties.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

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Julia C. Stern
Administrative Law Judge
Michigan Administrative Hearing System

Dated: May 2, 2018