STATE OF MICHIGAN EMPLOYMENT RELATIONS COMMISSION LABOR RELATIONS DIVISON

In the Matter of:

UNIVERSITY OF MICHIGAN, Public Employer,

Case No. UC16 I-014

-and-

UNIVERSITY OF MICHIGAN SKILLED TRADES UNION, Labor Organization-Petitioner,

-and-

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, COUNCIL 25, LOCAL 1583 Labor Organization-Intervenor.

APPEARANCES:

David J. Masson, Chief Litigation Counsel, for the Public Employer

NachtLaw, P.C., by Joseph X. Michaels, for the Petitioner

Katherine DeLong, Staff Attorney, for the Intervenor

DECISION AND ORDER ON PETITION FOR UNIT CLARIFICATION

On September 28, 2016, the University of Michigan Skilled Trades Union (UMSTU) filed this petition for unit clarification with the Michigan Employment Relations Commission. Pursuant to § 12 of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, MCL 423.212, this case was heard on behalf of the Commission by David M. Peltz, Administrative Law Judge for the Michigan Administrative Hearing System¹ (MAHS). Based on the entire record, including the transcripts, exhibits, and post-hearing briefs filed by the parties, the Commission finds as follows:

The Petition and Positions of the Parties:

Petitioner represents a bargaining unit consisting of skilled trades employees at the University of Michigan. In this matter, the UMSTU requests that the Commission determine the appropriate unit placement of a classification within the University's Athletic Department entitled athletic maintenance technician (AMT). Petitioner contends that the University's

¹ MAHS Hearing Docket No. 17-008787

placement of the AMT position within a bargaining unit represented by Intervenor American Federation of State, County and Municipal Employees (AFSCME) Council 25, Local 1583 was inappropriate, because AMT is a new classification which shares a community of interest with positions within the UMSTU unit rather than with those represented by AFSCME. The University and the Intervenor argue that the petition should be dismissed because the AMT position is not new. Rather the University and AFSCME contend that the duties which will be assigned to the AMT position have always been performed by maintenance mechanics, a classification which has been included within the AFSCME unit for many years. Alternatively, the University and the Intervenor assert that we must defer to the Employer's reasonable decision to place the AMT position within the AFSCME bargaining unit because the position shares a community of interest with both units. The petition was referred to MAHS on or about May 1, 2017, and was heard in Detroit, Michigan on October 2, 2017.

Findings of Fact:

I. Background

Petitioner UMSTU was certified in 1967 as the exclusive collective bargaining representative for employees working in various skilled trades classifications throughout the University. The most recent collective bargaining agreement between the University and the UMSTU covers the period October 11, 2015, through May 31, 2019. The recognition clause of that agreement, Article 1, Section A, describes the bargaining unit as including the following classifications:

Electricians; Sheet Metal Workers; Roofers; Painters, including Sign Painters and Spray Painters; Masons; Plasterers; Carpenters, including Cabinet Makers; Heavy Equipment Operator Underground Specialists; High Voltage Electricians; HVAC Control Specialists; Plumbers, including Pipecoverers and Steamfitters; Heavy Equipment Operators; Telecommunication Specialists; Welders; Construction Laborers; Materiel Expediters-Trades; Sanitary & Storm Water Systems Specialists; AC & Refrigeration Mechanics; Industrial Electricians; Industrial Machinists; Fire Alarm Electricians; Elevator Mechanics; Central Power Plant Electricians; Glaziers; Mechanical Systems Field Service Specialists; Medical Equipment Repairers and all Apprentices to the foregoing at any location or facility of the University of Michigan; EXCLUDING Temporary and Student Help; Professional Employees; Teaching Faculty; Research Staff; Office Clerical Employees; Technical Employees; Supervisors, and all other employees.

Pursuant to the wage schedule in effect at the time of the hearing in this matter, Wage Schedule C, the salary range for UMSTU unit members after three months on the job ranged from \$22.59 an hour at pay grade T1 to \$43.46 per hour for employees at pay grade T9. Under the contract, the UMSTU president occupies pay grade T10 and earns \$47.91 per hour. Most of the positions within the UMSTU bargaining unit require apprenticeships which vary in length from 48 to 60 months.

Intervenor AFSCME Local 1583 was certified in 1968 as the exclusive bargaining representative of all service-maintenance workers employed by the University. The most recent collective bargaining agreement covers the period July 1, 2017, to June 30, 2021. Appendix B of

that agreement lists the various classification titles and pay grades of positions within the AFSCME unit. Included in that list is the maintenance mechanic job series. Pursuant to the contract, maintenance mechanic I, II, and III occupy pay grades 07, 09, and 11, respectively. According to Wage Schedule A, which was in effect at the time of the hearing in this matter, a classification at pay grade 07 earned \$20.15 per hour, while an individual employed in a position at pay grade 09 earned \$22.84 an hour. Employees working at pay grade 11 earned \$24.84 per hour. The highest pay grade within the AFSCME bargaining unit is Grade 14, which had an hourly rate of \$29.59 at the time of hearing. To progress through the maintenance mechanic job series to the maintenance mechanic III classification, employees are required to take Commercial Building Maintenance (CBM) training classes at Washtenaw Community College. Employees must accrue a specific number of credit hours to move from one position in the job series to another. The CBM courses do not include training in welding, HVAC, or electrical work.

There are hundreds of individuals employed as maintenance mechanics throughout the University, all of whom are members of the bargaining unit represented by Intervenor AFSCME Local 1583. The work performed by the maintenance mechanics is of the same general character regardless of the specific department or facility to which they may be assigned. Maintenance mechanics are primarily responsible for day to day preventative maintenance and basic repair tasks. Maintenance mechanics have been assigned to the University's Athletic Department since at least 1998. At the time of the hearing, the Athletic Department employed four maintenance mechanics III's: James Turner, Kevin Wilkins, Phil Stanny, and Tim Larsen. Although they all perform repair and maintenance work within the department's facilities, each maintenance mechanic is assigned some duties specific to their backgrounds. For example, Turner and Wilkins have been tasked with building cabinets because they both have carpentry experience. All four of the maintenance mechanics assigned to the Athletic Department report directly to Joe Hepler, the athletic maintenance supervisor, who in turn reports to the athletic director of maintenance, Robert Schulte. Robert Rademacher, Chief Operating Officer for Michigan Athletics oversees all facilities and operations within the department.

In addition to the maintenance mechanics, there are 30 positions assigned to the Athletics Department which are represented for purposes of collective bargaining by the Intervenor. These include 8-9 employees working in the athletic facility worker (AFW) classification. The AFW classification has been in existence within the department for approximately ten years. AFWs are assigned jobs that require less skill than those typically performed by the maintenance mechanics, including changing light bulbs and adding chemicals to the department's pools. Each AFW reports directly to one of several facility managers but, like all other AFSCME employees within the Athletic Department, the AFWs work under the ultimate supervision of Rademacher. AFWs I, II and III occupy pay grades 04, 07 and 09 of the AFSCME wage schedule respectively, and earned between \$17.40 and \$22.84 per hour at the time of hearing. The AFWs do not collaborate with the maintenance mechanics on specific repair or maintenance projects, but the two classifications do work alongside each other at times. AFWs assist maintenance mechanics with coverage on days in which athletic events such as football or basketball games are held on campus. Maintenance mechanics are responsible for training the AFWs to perform various "game day" duties, which include performing walkthroughs of department facilities and inspecting equipment.

If a maintenance mechanic is not capable of performing a specific repair or maintenance task, it has been the practice of the Athletic Department to call in the services of an outside

contractor. In 2017, however, the department hired a plumber and an electrician to work on tasks for which maintenance mechanics lack the appropriate training or skill level. The plumber and electrician do not typically work side by side with the maintenance mechanics, but they do provide assistance when needed. Both the plumber and electrician positions are included within the bargaining unit represented by Petitioner UMSTU. According to Wage Schedule C of the UMSTU contract, which was in effect at the time of the hearing in this matter, plumbers occupied pay grade T6 and earned \$38.41 per hour after completing three months on the job. Electricians who worked for the University for more than three months were at pay grade T7 and paid \$38.83 hourly. There is no testimony in the record identifying the direct supervisor of the UMSTU plumber and electrician.

Because of the overlap in maintenance duties, conflicts often arise over whether work should be assigned to UMSTU members or members of AFSCME Local 1583. The UMSTU contract contains language that recognizes the existence of such disputes: Article 12 of that agreement provides:

- 12-1 The parties recognize that there is a certain amount of overlap in work performed by employees in this bargaining unit and work performed by other University employees. It is understood that while certain identified duties may be characteristic of the knowledge and expertise of a classification in this bargaining unit, it is the ability to perform the assignment of the complete variety which distinguishes the members of this bargaining unit from others not in the bargaining unit. It is not the intent of the University that this overlap adversely affect any employee in this unit.
- 12-2 The term "overlap" is defined as a situation or circumstance when one or more of the job functions and/or characteristic duties of a classification in this bargaining unit are the same as one or more job functions and/or characteristic duties of another University classification, which are regularly performed by University employees outside of this bargaining unit.
- 12-3 No grievance concerning overlap will be processed or accepted unless the grievance specifically identifies an employee(s) who has been laid off or removed. Otherwise, if any overlap issues arise the Union will request a Special Conference which will be convened to discuss the matter.
- 12-4 In addition the University shall provide the Union, no later than March 1st of each year, changes in the number of University employees not in this bargaining unit who are in classifications where such overlap regularly exists.

Petitioner's contract with the University also contains a Management Rights provision, Article 2, which states, in part:

The University retains, solely and exclusively, all its inherent rights . . . except where those rights may be clearly, expressly, and specifically limited in this agreement. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights, functions, duties, and responsibilities which are solely and exclusively the responsibility of the University include, but are not

limited to: (1) full and exclusive control of the management of the University, the supervision of all operations, methods, processes, means, and personnel by which any and all work will be performed, the control of . . . the composition, assignment, direction, and determination of the size and type of its working forces; (2) the right to determine the work to be done . . .; (3) the right to . . . determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish, and change work schedules, set hours of work, establish, eliminate, or change classifications, assign, transfer, promote, demote, release, and lay off employees; (5) the right to determine the qualifications of employees

The parties introduced into the record several arbitration decisions involving the application and interpretation of Articles 2 and 12 of the UMSTU contract. For example, in an Opinion and Award issued on March 24, 2014, in Grievance No. 7704, Arbitrator David W. Grissom determined that the University did not breach Article 12 of the UMSTU contract by assigning a maintenance mechanic III to assist a Skilled Trades Steamfitter on a repair job, because that work was not exclusive to Petitioner's bargaining unit. Grissom concluded that the job at issue was clearly "overlap" work under Article 12 since the functions and characteristic duties of both the maintenance mechanic and the Steamfitter were the same. Grissom further concluded that the University's decision to assign maintenance mechanics to assist the UMSTU employee was authorized by the contract's Management Rights provision.

In Grievance No. 9323, issued on February 14, 2017, Arbitrator Patrick A. McDonald held that although maintenance mechanics were qualified to replace ballasts and had in fact performed that work on a regular basis, the University breached its contract with Petitioner when it assigned more complicated electrical work involving replacement of over 200 light fixture ballasts and bulbs at the University of Michigan Hospital to maintenance mechanics. McDonald concluded that the work should have been assigned to UMSTU members, because it "was accomplished on multiple ballasts simultaneously, in a systematic manner, and the work amounted to a total upgrade" which took almost two weeks to complete.

II. Athletic Maintenance Technician

In 2016, the four individuals employed as maintenance mechanics in the University's Athletic Department expressed to management their belief that their current pay grade did not adequately reflect the work to which they were assigned, specifically the duties that the maintenance mechanics were performing on game days which, due to the high volume of fans or customers in attendance for these events, were described as being particularly intense for employees of the Athletic Department. As a result of the concerns raised by the maintenance mechanics, the Athletic Department began to explore the possibility of creating a new maintenance position. A series of meetings took place involving Rademacher, Hepler, and the current maintenance mechanics. During these meetings, the participants reviewed the current maintenance mechanic classification descriptions and compared the duties listed on those documents to the work that was actually being performed by the current maintenance mechanics. Classification descriptions for other AFSCME represented positions, as well as various UMSTU classification descriptions, were also examined. Eventually, classification descriptions for a newly-titled job series were created. In late 2016, Darrell Washington, a senior human resources

representative for the University, reviewed the descriptions and determined that the new job series should be placed within the AFSCME bargaining unit.

The job series created by the Athletic Department is entitled athletic maintenance technician (AMT). The AMT I position occupies pay grade 09 (\$22.84 per hour as of July 30, 2017) of the AFSCME Wage Schedule, while the AMT II and AMT III are slotted at pay grades 11 (\$24.84 per hour) and 13 (\$26.83) respectively. A plan was created by the department to transition the current maintenance mechanic IIIs to the AMT III position. This plan, which is dated September 2, 2016, specifies that the transition will not occur until the current staff members have met the minimum qualifications for the same pay grade or higher pay grade of the new job series. To progress through the job series and qualify for the AMT III position, the maintenance mechanics will be required to take various training classes at Washtenaw Community College in subjects that include welding and fabrication, electrical training, heating, ventilation and air conditioning (HVAC), plumbing, ice machine maintenance, and forklift certification. Each class is eight weeks long and the maintenance mechanics are graded on their As of the date of the hearing in this matter, the four current maintenance mechanics had completed Welding 105, in which they learned how to work with aluminum and other metals, soldering and braising. They were in the process of taking Electrical 111, which includes topics such as troubleshooting circuits and locating electrical shorts. The maintenance mechanics continue to work 40 hours per week for the University while attending these courses. It is expected to take two to four years for them to achieve the training necessary to qualify as AMT IIIs. They will continue to work as maintenance mechanics until all the training has been completed. Thus, no employees were working in the AMT classification at the time of the hearing.

According to Rademacher, Schulte and Washington, the creation of the AMT job series was not intended by management to add any new duties to the maintenance mechanic position beyond what they are currently performing and that there will be no change in their daily responsibilities once the current maintenance mechanics transition to the AMT job series. Rademacher emphasized that the AMT position was created to better reflect the specific duties already being performed by the maintenance mechanics, to provide a career path for those individuals, and to emphasize additional training for the current staff. Rademacher testified that the new training requirements were "to help [the maintenance mechanics] with . . . what they were currently and already doing." Likewise, Hepler testified that the maintenance mechanics were already qualified at the time of hearing to work as AMTs but that the Department wanted them to undergo additional training because "it would help them in their daily responsibilities."

As noted, classification descriptions were created by the Athletics Department for the AMT job series. The record establishes that the various duties listed on the classification description for the AMT III position have been performed by the maintenance mechanics, in whole or in part, for at least 20 years or since the specific equipment referred to in the classification description was installed. Such duties include: inspection, repair and maintenance of the waterfall which was installed in Crisler Arena in 2013 or 2015; servicing the whirlpool tubs used by student athletes; repairing and building cabinets and lockers; cleaning and maintaining cooling towers in Crisler Arena; repairing backflow preventers; installing and repairing ice machines; operating the Siemens control system which allows for automated monitoring and regulation of thermostats and other equipment; cleaning HVAC coils; operating

welding equipment for repairs and fabrication²; inspecting and cleaning hot water systems; shutting down facilities which are not used in the winter; ensuring that security lights are functioning properly, maintaining ice machines, refrigerators and kitchen equipment; maintaining the dehumidifying system in the Yost Ice Arena; training AFWs; repairing and replacing sinks, toilets, and urinals; maintaining and repairing pneumatic tubes, walk-in coolers, and freezers and the building management system; using hoists, scaffolding, and chainfalls to dismantle mechanical equipment; installing and repairing mechanical and electrical equipment, including basic plumbing, wiring, and welding; utilizing power equipment, pipe-threaders, torches, and voltage meters; assisting with electrical repairs, including re-pulling damaged wires, installation of motors, trouble-shooting controls and circuits and modification or installation of conduit, circuit breakers, or wiring; installing new drain and vent systems for laundry equipment; inspecting and testing steam and hot water systems, compressors, air and exhaust systems; inspecting and repairing water, sewer, and gas lines; repairing sheet metal structures, such as ducts, roof gutters and flashing; reading and interpreting blueprints, diagrams, sketches, and job specifications; brazing, soldering, and welding pipe and sheet metal fixtures and furniture; and adjusting, repairing, and replacing sheaves, bearings, belts, and guards.

Discussion and Conclusions of Law:

A primary objective of the Commission is to constitute the largest unit which, in the circumstances of the particular case, is most compatible with the effectuation of the purposes of the law, and which includes within a single unit all employees sharing a community of interest. Hotel Olds v State Labor Mediation Bd, 333 Mich 382 (1952). A unit clarification petition is appropriate for resolving ambiguities in unit placement caused by the creation of a new position or by recent substantial changes in the job duties of existing classifications. Tuscola Co Rd Comm, 27 MPER 57 (2014); Big Bay De Noc Sch Dist, 17 MPER 81 (2004); Genesee Co, 1978 MERC Lab Op 552. When newly-created or recently changed positions share a community of interest with the unit that seeks to include them, it is appropriate to accrete them to the existing unit rather than permit them to remain with a residual group of excluded employees. Chelsea Sch Dist, 1994 MERC Lab Op 268, 276. A unit clarification petition is not appropriate, however, to accrete positions historically excluded from the bargaining unit whether that exclusion was by express agreement or acquiescence, unless the employer substantially changed the duties and responsibilities or hours of work of the position in question. City of Novi, 30 MPER 41 (2016); Grosse Pointe Pub Library, 19 MPER 32 (2006); Port Huron Area Sch Dist, 1989 MERC Lab Op 763, 766; City of St Clair Shores, 1988 MERC Lab Op 485. We have also recognized that a position is not "newly established" if it has the same job duties as a former position and has merely been given a new title. Henry Ford Cmty Coll, 30 MPER 71 (2017); City of Detroit (Water & Sewerage Dep't), 29 MPER 62 (2015).

In the instant case, the University contends that the duties and responsibilities of the AMT position have been performed by the maintenance mechanics assigned to the Athletic

² Hepler testified that he does not specifically assign the Maintenance Mechanics welding work; rather, they are directed to perform repairs which may require some welding and that "fabrication" is limited to building brackets, clamps, and other items to assist in such repairs. Although the new classification description states that the AMT III's will work with "all general types of metals," Hepler explained that the work of the AMT's, like that of the current Maintenance Mechanics, will primarily be confined to ferrous metals and will not involve aluminum or wrought iron. However, Hepler noted that their welding duties could possibly "expand" after the Maintenance Mechanics complete the additional training required to transition to the AMT classification.

Department for at least 20 years and, therefore, the AMT classification is neither new nor substantially changed. We considered a similar issue in a recent case involving these same parties, Univ of Michigan, 29 MPER 23 (2015). That case involved the appropriate unit placement of a position entitled environmental protection equipment specialist (EPES), which was assigned to the University's Electrical and Engineering and Computer Science Building (EECS). Prior to the creation of the EPES classification, Robert Pollina had been working in the EECS as a maintenance mechanic III. His primary duty was maintaining scrubbers and pumps. In 2013, Pollina informed his supervisor that many of the duties he was performing were not typically done by the maintenance mechanic III classification. These included retrofitting and redesigning the existing scrubbers, designing and building a new automated chemical feed station, and repairing and replacing diaphragms, pumps, and other parts. In addition, Pollina, unlike other maintenance mechanics, was responsible for and exposed to highly toxic chemicals. After completing a review of Pollina's duties and salary, the University created the EPES classification and placed it within the AFSCME unit. Thereafter, the UMSTU filed a petition for unit clarification seeking to add the EPES position to its unit. We concluded that the record, as developed, clearly established that Pollina, while working as a maintenance mechanic III, had been performing the duties now titled EPES since as far back as 1986. Although some of the duties were outside the enumerated duties listed in the maintenance mechanic job description, we held that the EPES was not a new position, nor had it been substantially changed and, therefore, the petition for unit clarification was inappropriate. We further concluded that even if the petition had been properly brought forth, the UMSTU had not established sufficient cause for us to question the University's decision to place the EPES within the AFSCME unit.

The unit clarification petition filed by the UMSTU in the instant case is similarly inappropriate. Although the transition from maintenance mechanic III to AMT III will result in an increase in wages for individuals performing the work and require them to undergo more rigorous training, the record overwhelmingly establishes that the essential nature of the job performed by the four current maintenance mechanics will not undergo any material change. Rademacher testified that the creation of the AMT classification was not intended to add any new duties to the maintenance mechanic position and that there would be no modification of their daily responsibilities once the current maintenance mechanics become AMT III's. According to Rademacher, the change in title and pay was merely intended to encompass the duties actually being performed by the maintenance mechanics and to provide a career path for them, while the additional training requirement was to assist them in performing the work they are already doing. Rademacher's testimony was corroborated by Schultz and Washington, both of whom explained that the work performed by the current maintenance mechanics would not change upon their transition to the new position. Moreover, the University provided evidence establishing that the current maintenance mechanics have, for many years, performed duties which are essentially identical to those set forth in the AMT III classification, as explained in detail by Hepler at the hearing. In fact, the only potentially significant change referenced by Hepler was an expansion of welding duties, and Hepler indicated that such a change was only a possibility and would depend on the skill levels of the individual employees. Although Petitioner suggests that it would be "absurd" to believe that the duties of the maintenance mechanics will stay the same once they have completed the additional training courses, the UMSTU offered no evidence to prove that the position will be assigned any responsibilities which would fundamentally alter the nature of the job. For that reason, we conclude that unit clarification is not appropriate in this matter.

Even assuming arguendo that the AMT could be considered a new or substantially changed position, there is no basis in the record to interfere with the University's decision to place the new job series in the bargaining unit represented by AFSCME Council 25, Local 1583. As noted above, our policy is not to alter an established bargaining unit or unit configuration even if it is not one that we would have found appropriate if asked to determine the appropriate unit when the union first sought to represent the employees. However, when a position is genuinely new, if unions representing different bargaining units claim the position and the employer places it in one of these bargaining units, we defer to the employer's good faith decision if it is reasonable, and the position shares a community of interest with the unit in which it is placed. City of Detroit (Water & Sewerage Dep't), 29 MPER 62 (2015); Univ of Michigan, 29 MPER 23 (2015); City of Lansing, 2000 MERC Lab Op 380; Henry Ford Cmty Coll, 1996 MERC Lab Op 374; Saginaw Valley State Coll, 1988 MERC Lab Op 533; 1 MPER 19110. We do not choose to make determinations regarding relative degrees of community of interest; nor do we attempt to find the "optimum" or "most" appropriate unit. Lansing Sch Dist, 22 MPER 96 (2009); City of Lansing, Bd of Water & Light, 2001 MERC Lab Op 13, 16; Henry Ford Cmty Coll, 1996 MERC Lab Op at 379-380.

We determine whether a community of interest exists between a position and a bargaining unit by examining a number of factors, including: similarities in duties, skills, and working conditions; similarities in wages and employee benefits; the amount of interchange or transfer between groups of employees; centralization of the employer's administrative and managerial functions; the degree of central control of labor relations; common promotion ladders; and common supervision. See e.g. *Covert Pub Sch*, 1997 MERC Lab Op 594, 601; *Grand Rapids Pub Sch*, 1997 MERC Lab Op 98, 106.

In the instant case, the record clearly establishes that a community of interest exists between the AMT job series and the existing positions within the AFSCME unit. Although individuals employed as AMT's will earn more than their maintenance mechanic counterparts, their salaries still fall within the wage range set forth in the Intervenor's collective bargaining agreement for the AFSCME bargaining unit. The Intervenor represents service-maintenance workers at the University, and the evidence establishes that the current maintenance mechanics will continue to be responsible for day to day preventative maintenance and basic repair tasks once they transition to the AMT classification. Moreover, just as they did when they were maintenance mechanics, AMT's will work alongside other AFSCME members and the AMT's will continue to be responsible for training AFW's on performing walkthroughs of departmental facilities and inspecting equipment. Although the AMT's and AFW's have different direct reports, both positions will remain under Rademacher's overall supervision. The AMT's may also share a community of interest with positions within the UMSTU bargaining unit. However, overriding the University's decision to place the AMT's in the AFSCME unit under these circumstances would require us to make a determination as to relative degrees of community of interest. Such a determination would be contrary to our well-established precedent.

We have carefully considered the remaining arguments of the parties and conclude that they do not warrant a change in the result. For the reasons set forth above, we hereby dismiss the petition for unit clarification filed by the University of Michigan Skilled Trades Union. The AMT I, II and III job series will remain part of the bargaining unit represented by AFSCME Council 25, Local 1583.³

ORDER

Based upon the above findings and conclusions, the petition filed by the University of Michigan Skilled Trades Union is hereby dismissed.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

/s/
Edward D. Callaghan, Commission Chair
/s/
Robert S. LaBrant, Commission Member
/s/
Natalie P. Yaw. Commission Member

Dated: July 18, 2018

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³ Dismissal of this unit clarification petition should not be construed as an order sanctioning the unilateral removal of bargaining unit work from the UMSTU. If the Maintenance Mechanics, upon formally transitioning to the AMT position, are in fact assigned work that is exclusive to members of Petitioner's unit, as the UMSTU hypothesizes will occur, the latter union will have recourse, either by exercising its rights under the collective bargaining agreement or by filing an appropriate unfair labor practice charge with this Commission.