STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

In the Matter of:

BELDING AREA SCHOOLS,
Public Employer-Respondent,

Case No. C05 B-050

-and-

BELDING EDUCATION ASSOCIATION, MEA/NEA,
Labor Organization-Charging Party.
_____/

APPEARANCES:

Thrun Law Firm, P.C., by Kevin S. Harty, Esq., and National School Boards Association, by Cullen B. Casey, Esq., Staff Attorney, for Respondent

White, Schneider, Young & Chiodini, P.C., by William F. Young, Esq., for Charging Party

DECISION AND ORDER

On September 28, 2007, Administrative Law Judge David M. Peltz issued his Decision and Recommended Order in the above matter finding that Respondent has not engaged in and was not engaging in certain unfair labor practices, and recommending that the Commission dismiss the charges and complaint as being without merit.

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

_____
Christine A. Derdarian, Commission Chair

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Nino E. Green, Commission Member

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Eugene Lumberg, Commission Member

Dated: _____

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Thrun Law Firm, P.C., by Kevin S. Harty and Cullen B. Casey, for Respondent

White, Schneider, Young & Chiodini, P.C., by William F. Young, for Charging Party

DECISION AND RECOMMENDED ORDER OF ADMINISTRATIVE LAW JUDGE

Pursuant to Sections 10 and 16 of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, MCL 423.210 and 423.216, this case was heard at Detroit, Michigan on August 5, 2005, before David M. Peltz, Administrative Law Judge (ALJ) for the Michigan Employment Relations Commission. Based upon the entire record, including the transcript of hearing, exhibits and post-hearing briefs filed by the parties on or before October 17, 2005, I make the following findings of fact, conclusions of law, and recommended order.

The Unfair Labor Practice Charge:

The Belding Education Association (BEA) is the collective bargaining representative for a unit consisting of all certified elementary and secondary teachers employed by the Belding Area Schools. The charge, which was filed by the BEA on February 28, 2005, alleges that the school district violated Sections 10(1)(a), (b) and (c) of PERA by refusing to allow a bargaining unit member, Lynn Mason, the use of leave time to attend meetings and participate in activities relating to her status as a board member of the National Education Association (NEA). The charge further alleges that Respondent violated Section 10(1)(e) of PERA by refusing to allow Mason the use of contractual "Association" days to attend NEA and Michigan Education Association (MEA) meetings.

Findings of Fact:

I. Background

The BEA and the school district are parties to a collective bargaining agreement covering the period 2004 to 2006. Release time for union activities is provided for in Article 2, Section N of the agreement, which states:

> At the beginning of every school year, the Board shall make a total of twelve (12) days available for use by employees for conducting Association business. The Association President shall notify the Superintendent, or his/her designee, of the Association's intent to use such time and shall, in that notice, name the employee(s) who will be absent and the day(s) of such absence(s). Additional days may be granted by the Superintendent, or his/her designee, upon request by the Association President.

Under Article 9, Section C of the collective bargaining agreement, unit members are entitled to two paid personal leave days per year which may be used at the employee's discretion. The contract provides that additional personal leave days without pay may be granted by approval of the superintendent or his designee. The agreement also contains a grievance procedure culminating in final and binding arbitration.

Lynn Mason has been employed by Belding Area Schools as a teacher since 1986. She is currently employed as a middle school physical education and health teacher. Mason has been an active member of the BEA since at least 1988. She has previously served as a building representative, bargaining team member, and local chair of Charging Party's political action committee. Mason has also been active in other union-related activities outside of the local Association. For example, Mason was a member of the Ionia County MEA coordinating council and she served on the unified bargaining council at the MEA regional level.

II. Leave Time for Mason's MEA Activities

In 1998, Mason was elected to the MEA board of directors. Thereafter, she met with the superintendent of Belding Area Schools, Bert Emerson, to discuss how the position might impact her teaching duties. Mason anticipated that her responsibilities as an MEA board member would cause her to miss seven or eight instructional days during the course of the 1998-1999 school year, and she provided Emerson with a list of the specific dates she would need off to attend MEA board meetings. Due to the fact that the Employer has a policy in place strongly discouraging the approval of employee absences for reasons other than illness or inability to perform, Emerson expressed concern about allowing Mason to take time off for MEA activities.

Following their initial meeting, Mason and Emerson met several more times to discuss the issue. They were joined in these discussions by MEA zone director Duane Winter. On August 28, 1998, Winter wrote to Emerson and asked him to reconsider the Union's request to grant Mason leave time to attend MEA board meetings. In the letter, Winter indicated that it

would not be feasible for Mason to use the eight "association days" provided for in the parties' collective bargaining agreement, as it would deny remaining members the opportunity to attend to their Union responsibilities. Winter promised Emerson that if the request was granted, the MEA would make the district whole for all costs associated with Mason's activities as an MEA board member.

On or about October 1, 1998, the BEA and the school district entered into a written agreement pursuant to which Respondent would approve seven days of paid leave time during the 1998-1999 school year for Mason to attend regular MEA board meetings and up to seven days of paid leave time for that purpose during the 1999-2000 school year. Under the agreement, the MEA was required to reimburse Respondent for all costs associated with Mason's absences, including the cost of her salary, benefits, retirement, taxes under the Federal Insurance Contributions Act (FICA), workers compensation, as well as the complete cost of a substitute teacher. The agreement was scheduled to remain in effect through June 20, 2000, and, by its terms, was to be considered non-precedent setting.

During the 1998-1999 school year, Mason's responsibilities as an MEA board member caused her to be miss seven days of work. The following school year, Mason missed approximately eight days of work while attending MEA board meetings. As set forth in the parties' October 1998 agreement, the school district excused all of the absences and paid Mason her regular salary and benefits for each of the days she missed. The MEA fulfilled its obligations under the agreement by reimbursing Respondent for such expenses, including the cost of substitute teachers for each of the days Mason was absent.

On July 24, 2000, Winter notified the school district that Mason would need several days off during the upcoming school year due to her "status as an MEA board member." In the letter, Winter acknowledged that the MEA would once again reimburse Respondent at Mason's per diem rate, and for the cost of substitute teachers associated with such absences. During that school year, Mason missed a total of about eight days of work, seven of which were instructional days, to attend to her MEA responsibilities. There is no evidence in the record indicating that there was any written agreement entered into between the parties concerning Mason's absences for the 2000-2001 school year.

In April of 2001, Emerson was replaced as superintendent of Belding Area Schools by Wes Vandenburg. In August of that year, Mason sent Vandenburg a letter in which she identified eight days that she "will be gone to attend MEA board meetings and functions" during the upcoming school year. In the letter, Mason explained to Vandenburg the parties' prior arrangement regarding her Union-related absences and expressed her view that it was "excessive" to require the MEA to reimburse Respondent for both the expense of her salary and benefits, as well as the cost of a substitute teacher. Following a series of discussions with Mason, Vandenburg agreed to grant Mason eight days of leave to attend MEA board meetings during the 2001 to 2002 school year, plus two contractual "association days" so that she could participate in an MEA bargaining conference. The parties further agreed that the MEA would no longer be required to reimburse the school district for both Mason's salary and the cost of a

substitute teacher.[1] The agreement concerning leave time for Mason was to be considered non-precedent setting.

Prior to the start of the 2002-2003 school year, Mason provided Vandenburg with a list of dates that she would need off to attend to her responsibilities as an MEA board member. The parties once again entered into a non-precedent setting agreement pursuant to which Mason was excused from work for a total of ten days, including two days to attend an MEA bargaining conference. During that course of that school year, Mason decided to run for a position on the board of directors of the NEA. Mason told Vandenburg of her intentions and informed him of the likelihood that a position on the NEA board would require her to miss approximately 11 days in addition to the days she had already taken off that year. Vandenburg was happy for Mason and wished her good luck. Mason was elected to a position on the NEA board in November of 2002 and began serving in that capacity shortly thereafter.

III. Leave Time for Mason's NEA Activities

In August of 2003, Mason submitted a letter to Vandenburg identifying the days she would need to take off during the 2003-2004 school year. On September 29, 2003, the parties entered into a written agreement pursuant to which the school district consented to grant Mason 17 and a half days of paid leave to attend NEA/MEA meetings, with the NEA reimbursing Respondent for the cost of the substitute teacher for each leave day. The agreement further stated, "In August of each subsequent year, [Mason] will continue to provide the District with the details needed so another such arrangement can be made. This is to be considered non-precedent setting." Pursuant to the agreement, Respondent submitted to the NEA a letter seeking reimbursement for the cost of substitutes on October 1, 2003.

In January of 2004, Charles Barker replaced Vandenburg as superintendent of Belding Area Schools. Prior to the start of the 2004-2005 school year, Respondent increased the number of hours each day that school would be in session and, at the same time, reduced the number of instructional days from 180 to 167 per year.

On or about August 4, 2004, Mason met with Barker and presented him with a letter similar to those she had previously provided to his predecessors at the start of each school year. In the letter, Mason identified a minimum of 20 full days and two half-days that she would need off to attend MEA/NEA meetings. Two of the days specified in the letter were professional development days during which school was not in session. Barker expressed surprise at the number of days for which Mason was requesting to be excused and indicated that he was reluctant to grant such a request. Mason responded by telling Barker that the school district was legally required to approve the absences. Barker asked Mason to provide him with proof that such a law existed.

[1] Mason testified that Vandenburg agreed to accept reimbursement for the cost of the substitute only. According to Vandenburg's handwritten notes, however, the agreement required the MEA to reimburse the school district for Mason's salary and benefits, with the Employer absorbing the cost of the substitute teacher.

On August 9, 2004, Barker wrote a letter to Mason formally denying her request for leave time to attend MEA/NEA meetings. After noting that that the prior agreements between the BEA and Respondent were "understood to be non-precedent setting", Barker wrote:

> Your attendance remains of considerable concern to the Board of Education and myself. I trust we could agree that our primary mission here is to educate students and that your obligation rests first to the district and the students we serve. Being absent for nearly 25% of the work year is not conducive to fulfilling our mission and can only logically be assumed to have some determined negative level of impact upon the delivery of education services.
>
> You indicated that the district has no other alternative but to grant the time off based upon a statute you were unable to provide a citation to. I will await your response before making a final determination but would anticipate you providing a copy no later than August 13, 2004.
>
> It would appear that the contract only provides for twelve (12) days to attend to Association Business (Article 2-N) and it would not be my intention to authorize additional time which is discretionary under this same provision. The BEA has had the full opportunity for years to attempt to negotiate these entitlements and the limit negotiated is twelve (12) days. It should also be noted that the days belong to the BEA apparently for its own purposes which seems somewhat inconsistent with usage for serving in an elected position with another organization(s).

On August 11, 2004, the NEA's deputy counsel, Maurice Joseph, wrote to Barker requesting that the school district grant paid leave to Mason to "enable her to perform certain functions" as an NEA board member. In the letter, Joseph identified thirteen meeting dates which had been scheduled by the NEA for the upcoming school year. Joseph indicated that the NEA was willing to reimburse the school district for Mason's per diem rate of pay for each of those dates, as well as the cost of any substitute teachers. Five days later, on August 16, 2004, Mason attended a school board meeting at which she submitted a written request that the board reconsider Barker's decision.

On October 8, 2005, the BEA filed a grievance asserting that Respondent's refusal to grant Mason leave time to attend NEA/MEA functions violated the parties' collective bargaining agreement. Around this same time, Mason submitted a letter to Barker requesting the use of one personal business day to attend an NEA meeting on October 14, 2005, and either an additional personal business day or an "accumulated leave" day to attend the October 15, 2005, NEA meeting.

IV. Meeting Concerning Leave Time

On October 12, 2004, representatives of the parties met following a bargaining session to discuss Mason's request for leave to attend to her MEA/NEA responsibilities. In attendance at the meeting were Mason, MEA uniserv director Karilyn Frederick, Barker and Bruce Bigham,

the school district's outside labor relations consultant and chief contract negotiator. Towards the beginning of the meeting, Bigham questioned Mason regarding why she needed more than twenty days off when, according to the August 11, 2004, letter from the NEA's deputy counsel, there were only thirteen days of meetings scheduled by the NEA for the 2004-2005 school year. Mason explained that the additional days off were for travel time, to allow her to "get together" with other members prior to the actual board meetings, and for lobbying lawmakers.

According to Frederick, Bigham became "very agitated" and hostile toward the Union. When asked on direct examination about Bigham's remarks, Frederick testified:

> Well, exactly, I honestly can't tell you because I was so stunned to even hear, but his vitriolic reaction was that the school district was not in the business of supporting the NEA; that they were not supporting any union; they saw no reason to allow union activity; they saw no reason that the MEA or the NEA, you known – that they didn't conduct their business properly; it wasn't the district's responsibility to allow things like that to occur because they just – they were totally against the union. And I – like I said, I was just so stunned. I've never heard anything like that before.

Bigham denied that he made any comments at the October 12 meeting which were disparaging of the MEA or the NEA. Rather, Bigham claims that Frederick became upset after he questioned Mason about her use of leave time to lobby on behalf of the NEA. Bigham testified that he asked Mason why the school district should release a teacher with or without pay for the purpose of lobbying on behalf of some other entity and that he asked her whether taxpayers should be subsidizing such activities. Bigham also testified that he suggested to Mason alternate ways in which she could lobby on behalf of the Union without having to do so in person. Bigham's characterization of the meeting was substantially corroborated by Barker, who testified that Bigham merely asked Mason about her lobbying activities and why she needed to leave school so early in the week to attend the NEA board meetings.

I credit Respondent's witnesses regarding the October 12, 2004 meeting. As noted, the testimony of Barker and Bigham was consistent with respect to what was said by Bigham during the meeting. Although Mason also testified at the hearing in this matter on behalf of the BEA, counsel for Charging Party did not ask her any questions about Bigham's alleged statements concerning the labor organizations. Given that Mason would likely have knowledge of what occurred at the October 12th meeting and that she may reasonably be assumed to be favorably disposed to the Union, I draw an adverse inference from Charging Party's failure to question her regarding this matter. See e.g. *County of Ionia*, 1999 MERC Lab Op 523, 526; *Northpointe Behavioral Healthcare Systems*, 1997 MERC Lab Op 530. Moreover, Frederick did not appear to have a particularly good recollection of the events giving rise to this dispute. For example, she testified that the meeting at which Bigham made the allegedly anti-union statements occurred in December rather than October. However, her testimony regarding when the meeting occurred was contradicted by all of the other witnesses in the case, including Mason. Moreover, Frederick contradicted herself when she conceded that her involvement with this case ended on or around October 30, 2004, and the documentary evidence introduced in this matter appears to confirm that fact.

V. Post-Meeting Negotiations

A few days after the October 12th meeting, Frederick called Bigham in yet another attempt to resolve the issue. Negotiations between Frederick and Bigham continued for several weeks thereafter, during which time numerous e-mails were exchanged. Ultimately, a proposed letter of agreement was drafted by Frederick and Bigham which would have resulted in Respondent granting Mason a maximum of 25 days of paid leave during each of the 2004-2005, 2005-2006 and 2006-2007 school years to participate in MEA/NEA related activities. Pursuant to the proposed agreement, the NEA was to reimburse the school district "for all direct and indirect costs" associated with Mason's absences, including the cost of substitute teachers. However, on October 29, 2004, Frederick informed Bigham by e-mail that the MEA had "backed off the agreement" because it misunderstood that it would be required to pay for the cost of substitute teachers. The following day, Bigham sent Frederick an e-mail confirming that the "deal is off" and indicating that the Employer was prepared to litigate "any grievance and ULP" relating to the dispute over leave time for MEA/NEA activities.

After negotiations between Frederick and Bigham failed to produce an agreement, Mason sought permission to use unpaid personal days to attend the December meeting of the NEA board of directors. When that request was denied, the BEA, in a letter to Respondent dated November 24, 2004, requested that Mason be allowed to use two "association days" to attend the December meeting. That request was also denied in a letter from Barker dated December 7, 2004. On or about December 20, 2004, the Union filed a grievance alleging that the school district's refusal to allow Mason to use "association days" to attend MEA/NEA meetings constituted a violation of Article 2, Section N of the parties' contract.

Discussion and Conclusions of Law:

Charging Party asserts that the school district's decision to deny Mason leave to participate in MEA and NEA functions for the 2004-2005 school year was based upon anti-union animus. Section 10(1)(a) makes it unlawful for a public employer to interfere with, restrain or coerce public employees in the exercise of rights guaranteed to public employees under Section 9 of the Act, including the right to engage in "concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection." Section 10(1)(c) prohibits a public employer from discriminating against employees in order to encourage or discourage membership in a labor organization. The elements of a prima facie case of unlawful discrimination or retaliation under PERA are: (1) union or other protected activity; (2) employer knowledge of that activity; (3) anti-union animus or hostility toward the employee's protected rights; and (4) suspicious timing or other evidence that protected activity was a motivating cause of the alleged discriminatory action. *Univ of Michigan*, 2001 MERC Lab Op 40, 43; *Grandvue Medical Care Facility*, 1993 MERC Lab Op 686, 696.

The first two elements of a prima facie case of unlawful discrimination have clearly been established in the instant case. There is no serious dispute that Mason was engaged in union activity of which Respondent was aware. I conclude, however, that Charging Party has not met its burden of establishing that union animus was a motivating factor in the Employer's decision

regarding release time. Although anti-union animus may be proven by indirect evidence, mere suspicion or surmise will not suffice. Rather, the charging party must present substantial evidence from which a reasonable inference of discrimination may be drawn. *Detroit Symphony Orchestra*, 393 Mich 116, 126 (1974); *City of Grand Rapids (Fire Dep't),* 1998 MERC Lab Op 703, 707.

As proof that Respondent's decision to deny Mason leave to participate in MEA and NEA activities was discriminatorily motivated, Charging Party relies primarily upon the comments attributed to Bigham by Frederick concerning the BEA's parent labor organizations. As indicated above, however, I did not find Frederick a reliable witness and, instead, credit the testimony of Bigham and Barker with respect what occurred at the October 12th meeting. Even assuming *arguendo* that I were to accept Frederick's testimony as true, I would nonetheless conclude that no PERA violation has been established in this case. While the statements which Frederick attributes to Bigham suggest that he may have disagreed with the MEA and the NEA and that he found the actions of the unions objectionable, such evidence does not in and of itself prove anti-union bias on Bigham's part. It is well established that employer statements do not automatically rise to the level of union animus merely because they criticize or express a negative view of unions. *Swartz Creek Community Schs*, 1989 MERC Lab Op 264, 276. See also *City of Ferndale*, 1998 MERC Lab Op 274, 278; *City of Detroit*, 1989 MERC Lab Op 1127; *City of Ishpeming*, 1985 MERC Lab Op 687 aff'd in part, rev'd in part, 155 Mich App 501. Employment relationships are often filled with turmoil, and mere negative opinions expressed about unions or union members without additional threats or coercive actions do not establish anti-union animus. *City of Southfield*, 1987 MERC Lab Op 126, 141; *City of Detroit, Lake Huron Water Treatment Plant,* 1999 MERC Lab Op 211 (no exceptions).

Charging Party has also not shown any causal connection between Mason's protected activity and the school district's decision to deny her leave time to attend MEA and NEA meetings. Bigham was not an administrator with the Belding Area Schools and there is no evidence in the record suggesting that he played any role in making the decision to deny Mason's request for time off. Rather, that decision was made by Barker, and it was communicated to Mason several months before Bigham made the allegedly unlawful statements attributed to him by Frederick. Moreover, even after Barker communicated that decision to Mason, the school district continued to negotiate in good faith with Charging Party in an attempt to reach a mutually satisfactory resolution of the dispute. In fact, Frederick and Bigham ultimately came to an agreement which would have resulted in the Employer granting Mason all of the leave time she had requested for the 2004-2005 school year, plus additional time off to attend to her MEA/NEA responsibilities during the 2005-2006 and 2006-2007 school years. That agreement was ultimately rejected by Charging Party, despite the fact that the terms of the deal were substantially similar to those which the Union had previously found acceptable.

The record establishes that Mason had a history of union activism dating back many years, and there is no indication of union animus or hostility toward her protected activities in the past. The Employer's explanation for denying the request for leave time in the instant case is both rational and believable. When Mason first requested leave time to attend MEA activities in 1998, Emerson, the superintendent of Belding Area School at the time, expressed concern about granting Mason's request. His reluctance was due to the fact that the school district has a policy

in place which strongly discourages the approval of employee absences for reasons other than illness or inability to perform. The parties subsequently entered into a series of limited-term, non-precedent setting agreements which allowed Mason a specified number of days off each school year to participate in MEA and NEA activities. However, the number of leave days requested by Mason increased substantially from 1998 to 2004, while the number of instructional days had decreased fairly significantly by the time of the incident giving rise to this dispute. Moreover, there appears to have been a real question as whether all of the leave time sought by Mason was actually necessary for her to fulfill her responsibilities as a member of the NEA's board of directors. Accordingly, I conclude that Charging Party has not demonstrated that Respondent denied Mason's leave request for reasons prohibited by Sections 10(1)(a) or 10(1)(c) of PERA.

Next, Charging Party asserts that the school district violated Section 10(1)(e) of PERA by refusing to allow Mason the use of "Association" days under the parties' collective bargaining agreement to attend MEA and NEA meetings. Respondent contends that MEA and NEA activities are not covered by the parties' agreement. The right to take time off work for union business is a benefit granted by the employer under the contract; a union does not have such right as a matter of law. See *County of Wayne (Sheriff's Dept)*, 1981 MERC Lab Op 331; *City of Grand Rapids*, 1980 MERC Lab Op 18. An employer has no statutory duty under PERA to excuse union representatives so that they may conduct union business during work time. See e.g. *City of Detroit (DPW)*, 2001 MERC Lab Op 73; *City of Birmingham*, 1974 MERC Lab Op 642; *City of Detroit (General Hospital)*, 1968 MERC Lab Op 378. Union release time is a mandatory subject of bargaining under PERA. *Central Michigan Univ*, 1994 MERC Lab Op 527. An employer can fulfill its statutory obligation to bargain, however, by negotiating over a mandatory subject and memorializing resolution of that subject in a collective bargaining agreement. In that case, the matter is "covered by" the agreement. *Port Huron Education Ass'n v Port Huron Area School Dist*, 452 Mich 309, 318 (1996).

Article 2, Section N of the contract in effect between the parties provides that the school district "shall make a total of twelve (12) days available for use by employees for conducting Association business." Where a contract covers the issue in dispute, any disagreement between the employer and the union in connection with the matter must be resolved through the grievance-arbitration machinery of the contract. A breach of the collective bargaining agreement will constitute an unfair labor practice only where a repudiation of the contract can be demonstrated. A finding of repudiation cannot be based on an insubstantial or isolated breach of contract. *Oakland County Sheriff*, 1983 MERC Lab Op 538, 542. Repudiation exists when 1) the contract breach is substantial, and has a significant impact on the bargaining unit and 2) no bona fide dispute over interpretation of the contract is involved. *Plymouth-Canton Comm Sch*, 1984 MERC Lab Op 894, 897. The Commission will find repudiation only when the actions of a party amount to a rewriting of the contract or a complete disregard for the contract as written. *Central Michigan Univ*, 1997 MERC Lab Op 501, 507; *Cass City Pub Sch*, 1980 MERC Lab Op 956, 960.

In the instant case, the parties' agreement does not define "Association business" or otherwise specify whether that term is applicable to activities which are not directly related to the local Union, the BEA. I find that the parties have a bona fide dispute concerning the meaning

and applicability of Article 2, Section N of the contract which should be resolved through the negotiated grievance procedure. In so holding, I explicitly reject Charging Party's assertion that the prior arrangements between the parties concerning Mason's union activities constitute a past practice which required Respondent to approve her requests for leave time at the beginning of every school year. The agreements entered into by the parties during the period preceding the 2004-2005 school year were, by their own terms, non-precedent setting. To find a past practice under such circumstances would render the insertion of that language in the prior agreements meaningless.

I have carefully considered all other issues raised by the parties, including Respondent's assertion that the charge is untimely under Section 16(a) of PERA, and conclude that they do not warrant a change in the result. For the reasons set forth above, I recommend that the Commission issue the following order:

RECOMMENDED ORDER

The unfair labor practice charge is hereby dismissed in its entirety.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

_____

David M. Peltz
Administrative Law Judge

Dated:_____