STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

In the Matter of:

INKSTER HOUSING AND REDEVELOPMENT AUTHORITY,
Public Employer-Respondent,

Case No. C09 C-003

-and-

AFSCME COUNCIL 25 AND ITS AFFLIATED LOCAL 290,
Labor Organization-Charging Party.
_____/

APPEARANCES:

Rutledge, Manion, Rabout, Terry & Thomas, P.C., by Matthew A. Brauer, Esq for Respondent

Cassandra D. Harmon- Higgins, Esq., Staff Attorney, AFSCME Council 25 for Charging Party

DECISION AND ORDER

On January 21, 2010, Administrative Law Judge Julia C. Stern issued her 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

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Christine A. Derdarian, Commission Chair

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Nino E. Green, Commission Member

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Eugene Lumberg, Commission Member

Dated: _____

STATE OF MICHIGAN
STATE OFFICE OF ADMINISTRATIVE HEARINGS AND RULES
EMPLOYMENT RELATIONS COMMISSION

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Cassandra D. Harmon-Higgins, Esq., Staff Attorney, Michigan AFSCME Council 25

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 June 11, 2009, before Administrative Law Judge Julia C. Stern of the State Office of Administrative Hearings and Rules for the Michigan Employment Relations Commission. Based upon the entire record, including post-hearing briefs filed by the parties on July 29, 2009, I make the following findings of fact, conclusions of law, and recommended order.

The Unfair Labor Practice Charge:

AFSCME Council 25 and its affiliated Local 290 filed this charge against the Inkster Housing and Redevelopment Authority on March 4, 2009. The charge was served on Respondent on March 5, 2009. Charging Party represents a bargaining unit of custodians, maintenance service, and clerical employees of Respondent. The unit also includes employees of the City of Inkster. On September 5, 2008, Respondent suspended Charging Party steward Kelton Johnson. On September 15, 2008, it terminated him. The charge alleges that Johnson was terminated because of his activities as union steward, including filing grievances and attempting to organize unrepresented employees.

Findings of Fact:

Johnson was employed by Respondent as a maintenance service person from April 29, 2002 until his discharge on September 15, 2008. Respondent employs maintenance service persons to repair and refurbish the public housing units it operates. During the time Johnson was employed, Respondent's executive director was Tony Love. Immediately under Love was Greg Carlson, Respondent's director of facilities. In the spring of 2005, Respondent promoted Richard Brown to maintenance foreman. Thereafter, Brown was the immediate supervisor of all the maintenance service persons, including Johnson.

Johnson became Charging Party's steward in November 2006. Between becoming steward and his discharge in September 2008, Johnson filed, or had filed on his behalf, approximately ten grievances. Some of these grievances are discussed below. Except for grievances filed over Johnson's terminations in March and September 2008, none of Johnson's grievances advanced past the second step of the grievance procedure. This was because only Charging Party's chief steward, Daryl Davis, was authorized to move grievances to the next step. Davis, an employee of the City of Inkster, testified that except for termination grievances, he rarely took a grievance beyond the second step.

Carlson testified that while Johnson had adequate maintenance skills, he had an attitude problem that affected his work. Carlson also testified that after Johnson became steward, "he almost [acted] like he was untouchable, and he just started not doing hardly anything and was combative." As an example of the latter, Carlson said that Johnson would "talk loudly trying to be the center of attention, trying to get his way as if he was spoiled … no matter what, he should always get his way, and he was always right."

Charging Party's bargaining unit includes three maintenance service classifications: maintenance service person I, II and III. A job description exists for each classification. From about mid-2005 to late 2007, Respondent did not employ anyone in the II or III classifications. In addition to duties within their own job description, employees classified as maintenance service person I, including Johnson, performed some work that arguably fell within the II or III job description. This included installing and repairing doors and windows; repairing drywall; painting; installing washing machines and dryers, including installing gas lines; and repairing pipes.

On June 1, 2007, Love held a staff meeting for maintenance employees. The main purpose of the meeting was to remind employees that they were to bring issues relating to work orders or assignments to Brown and not to Carlson. According to several witnesses, Love also took the opportunity to explain his performance expectations. Johnson then asked Love "what was required of [Love] for working us out of our job description." Johnson also complained about Respondent's use of temporary workers and about Respondent's failure to replace defective two-way radios assigned to maintenance service persons. Johnson told Love that he was not going to use his personal cell phone any longer to conduct housing business because Respondent was not paying the bill. Love testified that Johnson kept interrupting him as he tried to conduct the meeting and "was causing a ruckus." At some point in this meeting, Love admittedly said to Johnson, "As long as I am executive director, with your attitude, you will

always be a maintenance service person I." Johnson testified that Love also called him a "liar" and "a cancer," although he did not explain the context in which these remarks were made.

On July 16, 2007, Davis filed a grievance on Johnson's behalf asserting that Johnson had been denied four hours of overtime to which he was entitled under the contract. Respondent maintains a list of repair problems constituting after-hours emergencies which it distributes to its tenants. The maintenance service persons rotate being on call on evenings and weekends. If an emergency situation arises outside of regular working hours, Respondent contacts the service person who is on call. In his July 16 grievance, Johnson asserted that Brown had improperly responded to emergency calls himself instead of calling Johnson in on overtime. In its grievance response, Respondent said that Brown had visited several units but had not actually performed any repairs.

On August 14, 2007, Johnson received a verbal warning for not being ready to work at the start of his shift. Carlson testified that Johnson had begun showing up for work too late to be changed into his uniform by 8:30 am, when he was supposed to start work. Brown repeatedly spoke to Johnson about this problem before issuing the warning. According to Brown, Johnson replied, "Whatever." At the hearing, Johnson did not deny that he was sometimes not ready to work at 8:30 am, but claimed that that he did not usually receive an assignment until 8:45 or 9 am. This verbal warning was the first discipline Johnson received after he became steward. Johnson had been formally disciplined several times before he became steward. His most serious previous discipline was a five-day suspension for using Respondent's truck for a personal errand without authorization.

On August 23, 2007, Davis filed a grievance over Johnson's verbal warning. There is a dispute between the parties over whether Respondent answered the grievance as required by the contract. On October 4, Charging Party filed a second grievance asserting that Respondent had not responded to the original grievance. On October 16, Respondent answered by stating that Johnson's warning was justified.

In 2007, Respondent employed a number of temporary maintenance employees who were excluded from Charging Party's unit. These employees did grounds maintenance work and cleared and boarded up vacant housing units. Two of the "temporary" employees had worked for Respondent for at least six years. In about September 2007, Johnson approached these two employees about joining Charging Party and gave them union authorization cards to sign. It was not clear from the record whether Respondent was aware of this. Around this same time, Johnson requested that Respondent provide Charging Party with copies of employee job descriptions and a seniority list. Respondent did not give Johnson the information, but did eventually give it to Davis in about February 2008.

In late September, 2007, Carlson telephoned Johnson at home on a Sunday night when he was on call and told him to respond to a plumbing emergency call. Since Johnson had been out sick on Friday, Carlson asked him if he was feeling well enough to respond to the call. Johnson assured him that he was. On Monday morning, Johnson left a message on Carlson's office voicemail stating that he was taking another sick day and also that he had not gone out on the emergency call the previous evening. On September 21, Carlson issued Johnson a written

warning for insubordination and dereliction of duty for failing to respond to the call or inform Carlson that he could not do so. Davis filed a grievance on Johnson's behalf over the warning. The grievance stated that Johnson had tried to call Carlson after realizing that he was too ill to go out on the call,but was unable to do so because the cell phone Respondent had issued him was not working properly.

Sometime after September 2007, Respondent promoted one of its four maintenance service persons, Ovid Brown, to maintenance service person II. However, the four maintenance service persons continued to perform the same work as before.

On January 23, 2008, Johnson filed another grievance asserting that Brown had improperly failed to dispatch Johnson to an emergency call. According to the grievance, the call had come in on Sunday when Johnson was on call, but Brown had waited until Monday morning to send someone to do the repair. Johnson also filed a second grievance asserting that employees were being assigned to work out of their classification. This grievance asserted that Respondent was assigning him and the other maintenance service person I employees to work that should have been performed by a maintenance service person II or III. Johnson signed both grievance forms as both the aggrieved employee and as union steward. On January 25, Love sent Johnson a letter stating that grievances "of this sort" had to be filed by Davis. Love meant that Johnson should not be filing a grievance asking for relief on his own behalf.

On February 6, Respondent gave Davis an answer to the January 23 overtime grievance. In the answer, Respondent asserted that it had the right to determine in each case whether a problem required an emergency call out. The record does not indicate if Respondent answered Johnson's January 23 grievance regarding out of class work.

In February 2008, Pamela Nichols was working for Respondent as an office clerical employee. She was not considered part of Charging Party's unit because she was classified as temporary. On February 19, at Johnson's suggestion, Nichols signed a union authorization card, although there is no evidence that Respondent knew this at the time. Sometime between February 19 and March 5, Nichols was terminated.

On March 4, 2008, Johnson filed two grievances. One asserted that Respondent had violated the contract by promoting Ovid Brown to maintenance service person II without posting the position. Johnson also asserted that he was entitled to the position since he was the most senior maintenance serviceperson.[1] The second grievance asserted that Brown had improperly assigned overtime to maintenance service person Roosevelt Jones instead of maintenance service person John Staples.[2] The following day, Love sent Johnson a letter stating that the first grievance should have been filed by Davis.

[1] Charging Party's contract states that promotional positions are to be posted and that a high seniority applicant is entitled to a trial period in the position if his skills, qualifications, experience and job performance meet the qualifications of the position.

[2] Charging Party's contract contains an equalization of overtime provision that requires the employer to offer overtime to the employee who has worked the least number of overtime hours. As discussed above, Respondent assigns emergency overtime to the employee who is on call.

On March 4, the day that Johnson filed the above grievances, Brown gave Love a memo stating that he had been reviewing the work orders completed by his employees and had concluded that Johnson and Staples were not performing their duties in a "timely and efficient manner." In the memo, Brown gave five examples of what he considered insufficient or poor work by Johnson between February 13 and February 29. He also gave four examples of the same by Staples between February 25 and February 28. At the same time, Brown sent Johnson a memo in which he discussed Johnson's work on these five occasions and compared the amount of time it had taken him to complete each work order with the time Brown thought it should have taken. Brown told Johnson that he estimated that Johnson was completing only four to six hours of work per day.

After receiving Brown's memo, Love sent a memo to Davis accusing Johnson and Staples of "work curtailment," i.e. a work slowdown, as referenced in the collective bargaining agreement. In this same memo, Love also said that Johnson had told management that he was entitled to one hour per day to conduct union business. He asked Davis to inform Johnson that this was not true.

Johnson testified that at about 1 pm on the following day, March 5, he went to Love's office and gave him a grievance. The grievance asserted that Pamela Nichols should have been included in the bargaining unit because she had worked for Respondent more than 90 days, the probationary period provided for in the collective bargaining agreement. It also asserted that she had been terminated without just cause. Johnson attached to the grievance a copy of the union authorization card Nichols had signed on February 19. According to Johnson, Love told Johnson that the grievance was frivolous, refused to accept it, and ordered Johnson to leave his office. Love claimed that he did not recall this incident. However, Johnson produced a copy of the grievance with a note of when he attempted to file it, and I credit his testimony.

Sometime on March 5, Brown gave Johnson notice that he was suspended for five days for poor work performance. On March 12, Johnson was told that he was terminated for poor work performance. During discussion of the grievance filed over Johnson's termination, Richard Brown gave Johnson and Charging Party representatives a document he had compiled listing all the work orders each of the four maintenance service persons had completed between January 2 and March 5, 2008. According to this document, Johnson had completed 77 work orders in this period. The comparable figures for John Staples, Roosevelt Jones and Ovid Brown were 101, 122 and 160, respectively. Respondent also gave Charging Party representatives a copy of Brown's March 4 memo to Love detailing what Brown believed was Johnson's poor performance. Respondent also accused Johnson of failing to call Brown when a tenant was not home as he was supposed to do. Brown stated that Johnson brought work orders back to the office when tenants were not home and that tenants complained that he had not shown up. Brown also said that Johnson appeared to encounter more tenants who were not at home than the other maintenance service persons. Johnson maintained that he was not aware that he was required to call Brown when a tenant was not home.

On April 10, 2008, Charging Party's grievance over Johnson's termination was settled at the third step with an agreement that Johnson would be reinstated with backpay for two of the five weeks he had been suspended. Johnson received a three week unpaid suspension. The

parties also agreed that Johnson would have to provide his supervisor with prior notice before leaving work for union business. Finally, they agreed that any grievances filed on Johnson's behalf would be submitted by Davis.

Sometime in the spring of 2008, Charging Party filed an unfair labor practice charge asserting that Respondent was violating its duty to bargain by refusing to recognize it as representative for temporary employees who were not in fact temporary. Johnson was prepared to testify at this hearing. However, the matter was settled before hearing with an agreement that the two employees who had been employed for many years would be included in the unit.

In June 2008, Johnson was docked four hours and disciplined for leaving work without permission. According to Johnson and Brown, around noon on June 6, 2008, Johnson told Brown he wanted to take a half day of sick leave. Brown told Johnson to take care of a work order first. When Johnson returned, Brown asked him why he was leaving. According to Brown and Carlson, who testified that he was present, Johnson said that it was "too damn hot to work." Brown told him that this was not a valid reason for sick leave, and that he would "write him up" if he left. Johnson denied saying that it was too hot to work, and claimed that he told Brown that he did not feel well. According to Johnson, Carlson was not present during either of his conversations with Brown. In the grievance filed over his warning, Johnson asserted that he did not need a doctor's note for sick leave of less than three days, and that Brown was harassing him. Based on the demeanor of the witnesses, and on the amount of detail Carlson provided in his testimony, I credit Carlson and Brown's version of this incident.

In July 2008, Respondent assigned Johnson to refurbishing vacant units. This job was usually assigned to new or temporary employees. According to Respondent, Johnson was given this assignment because he was not completing enough work orders. Carlson directed Brown to check daily on Johnson's work and to keep a log of his progress.

As noted above, on March 4, 2008 Johnson attempted to file a grievance over Ovid Brown's promotion. Love told Johnson that the grievance should have been filed by Davis, and Respondent did not answer it. On August 18, 2008, Davis, on Johnson's behalf, filed a second grievance asserting that Respondent had improperly promoted Ovid Brown instead of Johnson. Carlson's August 29 grievance answer stated that Respondent had promoted Ovid Brown because Respondent decided it needed additional supervision and because Ovid Brown had demonstrated skills superior to those of the other maintenance service persons.

In August 2008, Johnson was still refurbishing vacant units and Brown was still monitoring Johnson's daily progress. Brown testified that Johnson's first assignment to refurbish a vacant unit should have been completed in two weeks, although Johnson had not finished it after three weeks. On about August 19, Johnson was reassigned to refurbish a small apartment. According to Brown, this job should have been completed within a week. Between August 19 and August 28, Brown and Carlson took turns visiting the unit each day after Johnson had gone home. Brown and Carlson both testified that Johnson's progress was not adequate. According to Carlson, during one eight-hour day Johnson removed the outlet and switch plate covers in the unit, on the next he taped off the windows and trim, and on the third he painted two walls. Brown testified that, in his estimate, Johnson could have completed the work he did in less than two

hours per day. Brown and Carlson also testified that they found chairs in the unit with bags of snack food debris around them. On August 28, Brown and Carlson visited the unit together and found that Johnson had failed to replace the boards over the front and rear windows after he left. They both testified that they considered this "the final straw." Carlson and Brown went together to talk to Love, and Love decided to suspend Johnson for five days pending a decision on whether to terminate him. On September 4, Love called Davis, told him what he was about to do, and scheduled a meeting with him and Johnson for the next day.

On this same day, September 4, Johnson filed several grievances. One asserted that Respondent was not keeping a log of overtime hours as it was required to do by contract. The second asserted that Brown had failed to call out employees for overtime in accord with the overtime equalization provision in the contract. Carlson prepared a response dated September 4 which he gave to Davis. The response stated that the parties had repeatedly addressed these same issues and that Respondent did not want to discuss these matters again. Carlson cited five previous grievances in his response, including grievances not otherwise mentioned in this record.

At the end of his regular shift on September 4, Johnson came to Respondent's office and put his employee identification card on Carlson's desk. As Johnson was walking out the door, he passed Carlson going in. He told Carlson that his identification card was on Carlson's desk. He also said that he would see Carlson the following morning and turn in the rest of his equipment then. Respondent's policies require maintenance service persons to show identification when they respond to a service call. Carlson testified that since Johnson was scheduled to be on call on the night of September 4, he believed that Johnson intended to resign.

When Davis and Johnson appeared for the meeting with Love on September 5, Carlson explained what had happened the previous day. Love and Carlson asserted that Johnson had quit. Davis told them that Johnson did not intend to quit his job, but had left his identification badge with Carlson because he knew he was going to be suspended. Davis told Love and Carlson that they needed to give Johnson the suspension notice if they planned to suspend him, and they did. At this meeting, Johnson handed over the rest of his equipment, including his keys and phone, to Carlson.

Respondent also suspended John Staples for poor work performance and insubordination on September 5. Staples' suspension was based on an incident on August 28. According to Respondent, Staples refused to perform work he was assigned to do; Staples insisted that there was a misunderstanding and he had not refused to do the work. On September 15, both Staples and Johnson were terminated. Johnson's termination notice also stated that he had voluntarily terminated his employment on September 4. After Charging Party filed grievances, Respondent agreed to reinstate Staples. Respondent refused to reinstate Johnson.

Discussion and Conclusions of Law:

The elements of a prima facie case of unlawful discrimination under PERA are, in addition to the existence of an adverse employment action: (1) union or other protected activity; (2) employer knowledge of that activity; (3) anti-union animus or hostility towards the employee's exercise of his protected rights; and (4) suspicious timing or other evidence that

protected activity was a motivating cause of the alleged discriminatory actions. *Southfield Pub Schs*, 22 MPER 26 (2009); *Grandvue Medical Care Facility*, 1993 MERC Lab Op 686. See also, *Waterford Sch Dist*, 19 MPER 60 (2006), *Northpointe Behavioral Healthcare Systems*, 1997 MERC Lab Op 530, 551-552. If a prima facie case is established, the burden shifts to the employer to produce credible evidence of a legal motive and that the same action would have been taken even absent the protected conduct. *MESPA v Evart Pub Sch*, 125 Mich App 71, 74 (1983); *Wright Line, A Division of Wright Line, Inc*, 662 F2d 899 (CA 1, 1981); See also, *City of St Clair Shores*, 17 MPER 27 (2004); *North Central Cmty Mental Health Services*, 1998 MERC Lab Op 427, 436.

An employee who, acting in good faith, files a grievance under a collective bargaining agreement is engaged in conduct protected by PERA. An employee's efforts to pursue a grievance are protected regardless of whether the grievance, judged objectively, has merit. *MERC v Reeths-Puffer Sch Dist*, 391 Mich 253, 265-267 (1974).

Johnson was an active union steward. In the fall of 2007, Johnson attempted to organize employees excluded from the unit as temporary. As the grievance Johnson attempted to file on March 5, 2008 indicated, he believed that employees should not be excluded from the unit after they had worked for Respondent for more than 90 days. Johnson's efforts eventually led to Respondent agreeing to include two long-term employees in the unit. In the little less than two years between his becoming steward and his discharge in September 2008, Johnson filed, or had filed on his behalf, approximately ten grievances. These included grievances asserting that Respondent was violating the contract by regularly assigning the duties of a maintenance service person II to employees in a lower classification without paying these employees additional compensation. Johnson also filed a grievance challenging Respondent's promotion of Ovid Brown in alleged violation of contractual procedures. Finally, Johnson filed multiple grievances over the assignment of overtime. None of these grievances were advanced beyond the second step of the grievance procedure. However, Johnson testified that he did not consider the issues underlying his grievances to be resolved, and it was clear that he intended to continue to file grievances over these issues. I find that Johnson engaged in union activities, Respondent had knowledge of those activities, and Respondent had reason to believe that Johnson would continue to engage in these activities.

However, a charging party does not meet its burden of proof merely by demonstrating that an employer took adverse employment action against an employee after he or she engaged in activity protected by the Act. Charging Party must show, by a preponderance of the evidence, that Johnson's protected concerted activity was at least a motivating reason for Respondent's decision to discharge him. Proof of motive can be based on direct evidence or inferred from circumstantial evidence based on the record as a whole. *Fluor Daniel, Inc*, 304 NLRB 970 (1991); *Starbucks Corporation*, 354 NLRB No 99 (2009). Circumstantial evidence of unlawful motive includes, but is not limited to, the timing of the adverse employment action(s) in relation to the protected activity, indications that Respondent gave false or pretextual reasons for its actions, and the commitment of other unfair labor practices by the Respondent during the same period of time. *Oaktree Capitol Mgt*, 353 NLRB No. 27 (2009); *Shattuck Mining Corp v NLRB*, 362 Fd 466, 470 (CA 9, 1966).

Carlson testified that Johnson had a bad attitude. This included, in Carlson's mind, Johnson's insistence on "get [ting] his way" and on always being right. Charging Party argues that is simply an oblique reference to Johnson's protected activities, including his many grievances and his complaints about the exclusion of employees from the bargaining unit. It points out that when Love lost his temper and threatened Johnson in the June 1, 2007 staff meeting, it was because Johnson insisted on raising complaints about working conditions. Charging Party also points to Love's refusal to accept grievances filed by Johnson on January 23 and March 5, 2008 as evidence that Love was angered by Johnson's protected activities. In addition, Charging Party points out that both Johnson's March and September discharges came only days after he filed grievances. Finally, Charging Party argues that the reason Respondent gave for both discharges – poor work performance – was pretextual. It asserts that in comparing the number of work orders Johnson completed with the numbers completed by the other maintenance employees in February 2008, Respondent failed to take into account the difficulty of the jobs. It also asserts that after Johnson was reinstated, Respondent set him up to fail by giving him more difficult and/ or less desirable work assignments.

I agree that there is some evidence that Respondent was irritated by Johnson's grievances. I also find that Respondent was not acting in good faith when it maintained that Johnson quit his job on September 4. When Johnson left his identification badge in Carlson's office, he knew that he either was or was about to be suspended. Johnson did not tell Carlson that he intended to quit, but that he would turn in the rest of his equipment at the meeting the following day. Clearly, Respondent claimed Johnson's had quit because it was anxious to be rid of him.

I conclude, however, that Respondent's decision to discharge Johnson on September 12 2008 was motivated by Johnson's attitudes toward his work, and not by his protected activities. Johnson had a disciplinary history prior to becoming a steward, including a five day suspension for using a Respondent vehicle without authorization. In August 2007, Johnson was disciplined for not being dressed and ready to work at the start of his shift. The record indicates that Johnson shrugged off Brown's repeated admonitions and later argued that it was not necessary for him to be ready because he rarely received an assignment on time. In September 2007, Johnson was disciplined after he told Carlson that he would respond to an after-hours emergency, but then failed to either respond to the emergency or telephone Carlson to say that he was too sick to do so. Johnson's excuse was that the cell phone Respondent had issued him for work purposes was not working properly. According to the survey prepared by Brown after Johnson was discharged for poor performance in March 2008, by early 2008 Johnson was completing substantially fewer work orders than his fellow maintenance employees even though they were receiving the same type of assignments. In June 2008, Johnson left work in the middle of the day in violation of a direct order from Brown, saying that it was too hot to work. There is no evidence that Johnson received more difficult work assignments after he was reinstated. To the contrary, in July he was assigned to work normally done by new employees so that Brown and Carlson could monitor how much he accomplished each day.

I conclude that Charging Party did not establish that Johnson's protected activities were a motivating factor in Respondent's decision to discharge him in September 2008. Rather, I conclude that Respondent discharged Johnson for inadequate work performance and a poor work

attitude. I conclude, therefore, that Johnson's discharge did not violate Sections 10(1) (a) and (c) of PERA, and I recommend that the Commission issue the following order.

RECOMMENDED ORDER

The charge is hereby dismissed in its entirety.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

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Julia C. Stern
Administrative Law Judge
State Office of Administrative Hearings and Rules.

Dated: _____