STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

In the Matter of:

WATERFORD SCHOOL DISTRICT,
Public Employer-Respondent in Case Nos. C07 K-253 & C08 J-206,
Charging Party in Case No. CU07 J-055,

-and-

WATERFORD EDUCATION ASSOCIATION,
MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION I, II, & III,
MICHIGAN EDUCATIONAL ASSOCIATION/NATIONAL EDUCATIONAL ASSOCIATION,
Labor Organization-Charging Parties in Case Nos. C07 K-253 & C08 J-206,
Respondents in Case No. CU07 J-055.

_____/

APPEARANCES:

Lusk & Albertson, P.L.C., by William G. Albertson, Esq., for the Public Employer

White, Schneider, Young & Chiodini, P.C., by Michael M. Shoudy, Esq., for the Labor Organizations

DECISION AND ORDER

On August 11, 2010, Administrative Law Judge David M. Peltz issued his Decision and Recommended Order in the above matter finding that Respondents did not violate Section 10 of the Public Employment Relations Act, 1965 PA 379, as amended, and recommending that the Commission dismiss the charges and complaint.

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

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

ORDER

Pursuant to Section 16 of the Act, the Commission adopts the recommended order of the Administrative Law Judge as its final order.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

_____
Christine A. Derdarian, Commission Chair

_____
Nino E. Green, Commission Member

_____
Eugene Lumberg, Commission Member

Dated: _____

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

In the Matter of:

WATERFORD SCHOOL DISTRICT,
Respondent-Public Employer in Case Nos. C07 K-253 & C08 J-206,
Charging Party in Case No. CU07 J-055,

-and-

WATERFORD EDUCATION ASSOCIATION,
MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION I, II & III,
MICHIGAN EDUCATION ASSOCIATION/NATIONAL EDUCATION ASSOCIATION,
Charging Parties-Labor Organizations in Case Nos. C07 K-253 & C08 J-206,
Respondents in Case No. CU07 J-055.
_____/

APPEARANCES:

Lusk & Albertson, PLC, by William G. Albertson, for the Public Employer

White, Schneider, Young & Chiodini, P.C., by Michael M. Shoudy, for the Labor Organizations

DECISION AND RECOMMENDED ORDER ON SUMMARY DISPOSITION

This case arises from an unfair labor practice charge filed by the Waterford School District ("the school district" or "the Employer") against the Waterford Education Association (WEA) on November 1, 2007, and charges filed by the WEA and the Michigan Educational Support Personnel Association (MESPA) I, II and III against the school district on November 13, 2007 and October 1, 2008. Pursuant to Sections 10 and 16 of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, MCL 423.210 and 423.216, the charges were assigned to David M. Peltz, Administrative Law Judge (ALJ) for the State Office of Administrative Hearings & Rules, acting on behalf of the Michigan Employment Relations Commission.

The Unfair Labor Practice Charges and Background:

The WEA is the exclusive bargaining representative for a unit consisting of all certified teaching personnel and professional staff employed by the Waterford School District. MESPA represents three bargaining units comprised of support personnel. For purposes of this decision, the bargaining representatives will be referred to collectively as "the Union". The Union and the Employer were parties to collective bargaining agreements covering the period 2004 through 2007. By agreement of the parties, the contracts remained in effect following their expiration while

negotiations on successor agreements were ongoing. Each of the expired contracts provided for MESSA Choices PPO I, a health insurance plan administered by the Michigan Educational Support Services Association (MESSA) and underwritten by Blue Cross Blue Shield of Michigan (BCBS).

Bargaining on successor contracts began on May 16, 2007. It is undisputed that during the course of negotiations, the Union repeatedly proposed continuing with MESSA health insurance products. Beginning with its first bargaining proposal on June 6, 2007 and continuing thereafter, the school district proposed to eliminate MESSA health insurance and change to the Waterford Health Care Plan, which was to be underwritten by BCBS and administered by the Michigan Employee Benefit Services (MEBS). Under the Employer's proposal, the school board was to designate the school district as policyholder for the Waterford Health Care Plan.

The parties participated in mediation without reaching an agreement. On October 16, 2007, the Union filed a petition for fact finding with the Commission. The petition identified "health insurance (coverage and carrier)" as being among the unresolved issues in dispute.

On November 1, 2007, the school district filed a charge against the WEA in Case No. CU07 J-055. The charge alleges that the Union has refused to bargain in good faith by continuing to propose the MESSA Choices PPO healthcare plan for inclusion in the parties' successor bargaining agreements. According to the charge, the proposal constitutes a prohibited subject of bargaining under PERA, as it is alleged that all MESSA insurance products necessarily predetermine the identity of the policyholder of an employee group health insurance plan in violation of Section 15(3)(c) of the Act.

The WEA, along with the three affiliated MESPA unions, filed its charge in Case No. C07 K-253 on November 13, 2007. The charge, as amended, alleges that the school district violated Sections 10(1)(a) and (e) of PERA by failing or refusing to provide information to the Union, engaging in regressive and surface bargaining, making a unilateral change in terms and conditions of employment during the pendency of a petition for fact finding and attempting to negotiate concerning the policyholder of an employee group health insurance plan, a prohibited subject of bargaining under Section 15(3)(c).

The charges in Case Nos. CU07 J-055 and C07 K-253 were consolidated and heard in Detroit, Michigan, on June 4, 2008, July 14, 2008 and July 15, 2008. Post-hearing briefs were filed by the parties on or before February 10, 2009. While the proceedings before MERC were ongoing, the parties continued negotiations on successor contracts. In early June of 2008, the Employer and the Union reached tentative agreements regarding wages for each of the MEA affiliated units. This resolution left health insurance as the primary unresolved issue between the parties. After additional bargaining, the school board, on or about September 18, 2008, adopted a resolution, effective November 1, 2008, implementing the Waterford Health Care Plan for members of all of the units.

On October 1, 2008, the Union filed its charge in Case No. C08 J-206, asserting that the Employer violated PERA by unilaterally implementing changes to employee health insurance benefits, a mandatory subject of bargaining, prior to an impasse in negotiations and without bargaining in good faith over the substance of a fact finder's report which had been issued on July 9,

2008. A hearing was scheduled for April 3, 2009. At the start of the hearing, I consolidated, without objection, the charge in Case No. C08 J-206 with the two prior charges involving these parties. The Employer and the Union agreed that the record in Case Nos. CU07 J-055 and C07 K-253 could be relied upon by the undersigned for purposes of deciding Case No C08 J-206, but that the record in Case No. C08 J-206 would not be considered with respect to the earlier charges. Post-hearing briefs in Case No. C08 J-206 were filed by the parties on or before August 17, 2009.

While a decision was pending on these consolidated matters, the WEA filed a motion to dismiss the charge in Case No. CU07 J-055. In the motion, dated September 25, 2009, the Union asserts that the Employer's charge has been rendered moot by the fact that following the conclusion of the hearing in Case No. C08 J-206, the parties negotiated and ratified new contracts for all four MEA affiliated units which includes an agreement on health insurance benefits for unit members. Alternatively, the Union contends that the record in Case No. CU07 J-055 should be reopened to allow for the introduction of evidence pertaining to the negotiations which ultimately led to the new collective bargaining agreements.

On October 8, 2009, the Employer filed a brief in opposition to the Union's motion. While not denying that new collective bargaining agreements had been voluntarily reached which resolved the health insurance issue, the school district argues that its charge in Case No. CU07 J-055 should not be dismissed as moot because the unlawful action at issue therein is likely to reoccur, and because the case involves an issue of first impression which has substantial state-wide implications. Additionally, the school district contends that the Union's motion to reopen the record should be denied because the allegations in the Employer's charge are limited to events occurring prior to October 26, 2007. According to the Employer, any evidence relating to events occurring after that date is irrelevant to the determination of the charge in Case No. CU07 J-055.

On June 4, 2010, I issued an order directing the parties to file supplemental briefs addressing numerous questions, including whether the Union's charges in Case Nos. C07 K-253 and C08 J-206 should be similarly dismissed as moot given the resolution of the underlying contract dispute. Supplemental briefs were filed by the Union and the Employer on June 25, 2010 and June 28, 2010 respectively.

Based upon the supplemental briefs, the following facts are not in dispute. New collective bargaining agreements covering all four of the MEA affiliated bargaining units were ratified by members and approved by the school board in September of 2009. The health insurance plan under each of the contracts is the Waterford Health Plan, which is administered by MEBS. The school district is the policyholder of the new health insurance plan.

Discussion and Conclusions of Law:

The Union asserts that the unfair labor practice charge filed against it by the school district alleging a failure to bargain in good faith should be dismissed as a result of the parties' having entered into new collective bargaining agreements following the completion of the hearing and the submission of post-hearing briefs in this matter. For that reason, the Union contends that there is no effective remedy which can be ordered in Case No. CU07 J-055 and that the charge has, therefore,

been rendered moot. The Employer asserts that even if technically moot as to remedy, the issue raised in Case No. CU07 J-055 is a matter of first impression which is of "major significance to the public sector law jurisprudence of the State of Michigan." According to the Employer, the instant case presents the opportunity for the Commission to determine whether PERA prohibits the MEA and its affiliated unions from proposing MESSA branded health care plans at the bargaining table, during meditation and at fact finding where, according to the Employer, "the identity of the policyholder of such plans is predetermined by MESSA itself." In addition, the Employer asserts that its charge should proceed to a decision on the merits because the challenged action is likely to reoccur.

"Mootness precludes the adjudication of a claim where the actual controversy no longer exists, such as where 'the issues presented are no longer 'live' or the parties lack a legally cognizable interest in the outcome,'" *Michigan Chiropractic Council v Comm'r of Ins*, 475 Mich 363, 371 n 15 (2006) (opinion of Young, J.), quoting *Los Angeles Co v Davis*, 440 US 625, 631 (1979) (internal citations omitted), or where a subsequent event renders it impossible to fashion a remedy. *In re Contempt of Dudzinski*, 257 Mich App 96, 112 (2003). See also *Federated Publications, Inc v City of Lansing*, 467 Mich 98, 112-113 (2002), clarified in part in *Herald Co, Inc v Eastern Michigan Univ Bd of Regents*, 475 Mich 463, 470-472 (2006); *People v Cathey*, 261 Mich App 506, 510 (2004); *Mead v Batchlor*, 435 Mich 480, 486 (1990). Mootness is a question which may be raised at any time. *Michigan Chiropractic Council, supra*. An otherwise moot issue may be reviewed if it is deemed to be of public significance and is expected to recur while simultaneously likely to evade judicial review. *Wayne County Int Sch Dist*, 1993 MERC Lab Op 317, 324; *Jackson Community Coll*, 1989 MERC Lab Op 913. See also *City of Warren v Detroit*, 261 Mich App 165 (2004); *Whitman v Mercy-Memorial Hosp*, 128 Mich App 155 (1983).

The signing of a collective bargaining agreement does not necessarily render moot a refusal to bargain charge. *Ingham County*, 1998 MERC Lab Op 321; *Cass County Rd Comm*, 1984 MERC Lab Op 306, 308. However, the primary objective of PERA is the prompt effectuation of labor peace, achieved through the existence of a mutually accepted collective bargaining agreement. The language of ALJ Shlomo Sperka in *Saginaw Education Ass'n*, 1982 MERC Lab Op 100, 105 (no exceptions) is applicable to this issue. In recommending dismissal of a bargaining charge as moot, Judge Sperka wrote, "[I]f there is no longer a live controversy and the purposes of the Public Employment Relations Act have been effectuated in that a collective bargaining agreement has been reached between the parties, there should be a compelling reason to refuse to recognize the mootness of the charge, even if a violation might have occurred." See also *Kalamazoo Public Library*, 1994 MERC Lab Op 486 (no exceptions) (charge deemed moot and "literally, an exercise in futility" where parties subsequently negotiated new contract language relating to the subject matter of the dispute). In the instant case, the parties agreed upon and ratified collective bargaining agreements covering each of the MEA affiliated units in September of 2009, after the record in this matter had closed. The new contracts resolved the issue of health insurance which had been the main subject of dispute between the parties. The contracts currently in effect provide for a non-MESSA health insurance plan administered by MEBS, with the school district serving as policyholder. I find that the charge in Case No. CU07 J-055 is moot and, as discussed in detail below, that no exceptional circumstances exist which would necessitate the issuance of a decision on the merits.

The Employer contends that the Union's mootness defense should be rejected because the issue presented is a matter of first impression and is of significant interest to the public. Section 15 of PERA requires a public employer to bargain collectively with the representatives of its employees with respect to "wages, hours and other terms and conditions of employment, or the negotiation of an agreement, or any question arising under the agreement." Such issues are mandatory subjects of bargaining. Either party may insist on bargaining over a mandatory subject, and neither party may take unilateral action on such an issue prior to reaching an impasse in negotiations. *Detroit Police Officers Ass'n v Detroit*, 391 Mich 44, 54-55 (1974). Issues falling outside the scope of such classifications are typically considered permissive subjects of bargaining. *Grand Rapids Comm College Faculty Ass'n v Grand Rapids Comm College*, 239 Mich App 650, 656-657 (2000); *Southfield Police Officers Ass'n v Southfield*, 433 Mich 168, 177-178 (1989). When a permissive subject of bargaining is involved, the parties may voluntarily bargain over the issue, but neither party can insist upon a permissive subject as a condition precedent to reaching an agreement on mandatory bargaining subjects**.** *AFSCME, Local 1277 v Center Line*, 414 Mich 642, 652 (1982). See also *NLRB v Borg-Warner Corp*, 356 US 342, 349 (1958).

Issues relating to employee benefits, such as pension plans and group insurance have generally been found to constitute mandatory subjects of bargaining under Section 15 of PERA. For example, the Commission has long held that the benefits, coverage, and administration of a group health insurance plan are mandatory subjects of bargaining under the Act. See e.g. *Taylor Sch Dist*, 1976 MERC Lab Op 693; *Houghton Lake Ed Ass'n v Houghton Lake Bd of Ed*, 109 Mich App 1, 7 (1981). In 1994, however, the legislature amended PERA to identify certain issues, including "who is or will be the policy holder of an employee group insurance benefit" as "prohibited" subjects of bargaining under the Act. Section 15 of PERA, as amended by 1994 PA 112, now provides that bargaining between a public school employer and the bargaining representatives of its employees shall not include any of the issues identified in the Act as prohibited subjects, as such issues are now considered to be "within the sole authority of the public school employer to decide." However, the amendment explicitly recognizes that both public school employers and labor organizations remain obligated to bargain with respect to the "types and levels of benefits and coverages for employee group insurance." MCL 423.215(3)(a). See also *St. Clair County ISD*, 2000 MERC Lab Op 55, 61-62.

The school district asserts that its charge in Case No. CU07 J-055 presents the novel question of whether it is a violation of PERA for the MEA and its affiliate labor organizations to merely propose MESSA-branded health insurance during bargaining. The school district's argument, however, is premised upon a factual assertion that a proposal for MESSA health insurance plan predetermines the identity of the policyholder of that plan, a finding which is not supported by the record in this matter. The record is replete with evidence indicating that MESSA was the policyholder for the MESSA Choices PPO I plan under the expired contracts between the Union and the school district, and there is testimony establishing that MESSA has previously been the policyholder of its plans for school districts throughout the State. However, the Employer failed to introduce any reliable evidence establishing that MESSA has taken a fixed position regarding its future status as policyholder of MESSA-branded group health insurance. Notably, no current MESSA employees or representatives were called to testify in this matter. Rather, with respect to the potentially pivotal question of whether MESSA would be willing to relinquish its status as

policyholder, the Employer relied upon hearsay evidence and the testimony of a former MESSA executive director who last worked for the company some eighteen years prior to the hearing in this matter and, significantly, before the passage of the 1994 amendments to Section 15 of the Act.1

Even assuming arguendo that the Employer had definitively established that MESSA-branded health insurance predetermines the identity of the policyholder, I would nonetheless reject the school district's assertion that this case raises a novel question of law sufficient to warrant rejection of the Union's mootness defense. To the contrary, the law is well settled with respect to a labor organization's right to raise a prohibited subject of bargaining during contract negotiations, and that question is, in fact, beyond the purview of the Commission.

Unions representing public school employees brought a lawsuit challenging the constitutionality of the 1994 amendments to PERA. The plaintiffs argued that Section 15(3) of PERA violated public school employees' freedom of speech, since the language appeared to prohibit all discussion of the topics identified by the Legislature as "prohibited" subjects of bargaining. In *Michigan State AFL-CIO v MERC*, 212 Mich App 472 (1995), the Court of Appeals upheld the constitutionality of the amendments, finding that subsection 3 does not categorically prohibit voluntary discussion of prohibited subjects of bargaining. The Court accepted the circuit court's finding that the Legislature's intent in enacting the amendment was merely to ensure that a public school employer could not be found guilty of an unfair labor practice by refusing to bargain over the subjects identified in Section 15, and also to prohibit these subjects from becoming part of an enforceable contract. *Id.* at 487. The Supreme Court agreed that the Section 15 amendments do not prohibit the discussion of prohibited subjects of bargaining, finding instead that the term "prohibited" subject of bargaining is synonymous with an "illegal" subject of bargaining as that term has been used in prior case law. In so holding, the Court cited *Detroit Police Officers Ass'n,* 391 Mich 44, 54-55 n 6, for the proposition that employers and unions are not explicitly forbidden from discussing an illegal subject, but that a contract provision embodying an illegal subject is unenforceable. *Michigan State AFL-CIO, supra* at 487 n 9. See also *Grand Haven Public Schools*, 19 MPER 82 (2006); *Parchment School District,* 2000 MERC Lab Op 110 (no exceptions).

The Court's interpretation of the 1994 amendments to PERA, which is controlling, leaves no question that public school employers and labor organizations representing public school employees are free to discuss any of the issues listed in Section 15(3) of the Act, including issues relating to the identity of the policyholder for an employee group insurance benefit. There is nothing in the Act which would prevent a public school employer from responding to the proposed adoption of MESSA-branded insurance by countering that it would accept MESSA, or a comparable product, as

---

1 The Employer also introduced into evidence a letter purportedly written and signed by Cynthia Dickstein, a MESSA field representative, in response to a request for proposal from the school district concerning health insurance. In the letter, which is dated October 19, 2007, Dickstein asserts that "MESSA has no plan to surrender ownership of its policies or contracts." The letter does not constitute an admission of a party opponent, as MESSA is not a party to these proceedings. Accordingly, the Dickstein letter constitutes inadmissible hearsay. For the same reason, I give no weight to the proffered testimony of MEA representatives regarding the somewhat equivocal statements allegedly made by employees of MESSA concerning this issue.

long as the Employer could be the policyholder of the plan. To the extent that a collective bargaining agreement is reached which encompasses a prohibited subject of bargaining, that portion of the agreement, if challenged, will merely be unenforceable. Of course, the public school employer may put an end to discussions about a prohibited subject by either taking unilateral action on the matter, see *Kalamazoo County*, 22 MPER 94 (2009), or by demanding the immediate cessation of those discussions. An unfair labor practice may result if the union continues, in the face of such a demand, to raise the issue in a manner which precludes further bargaining on mandatory subjects and effectively bringing negotiations to impasse. However, the determination of whether impasse exists is made on a case-by-case basis, taking into account the totality of the circumstances and the entire conduct of the parties. See e.g. *Flint Twp*, 1974 MERC Lab Op 152. Thus, to the extent that the Employer asserts that the Union's conduct in continuing to propose MESSA Choices PPO I was unlawful in that it prevented the parties from bargaining over mandatory subjects, the issue could be resolved through the application of well-established Commission case law relating to the doctrine of impasse. Such an issue can hardly be considered novel or precedent setting for purposes of application of the mootness doctrine.

I also disagree with the Employer's assertion that the conduct complained of in this matter is capable of repetition, yet evading review. The United States Supreme Court has held that the "capable of repetition yet evading review" doctrine should apply only in exceptional situations. *City of Los Angeles v Lyons*, 461 US 95, 109 (1983); *DeFunis v Odegaard*, 416 US 312, 319 (1974). The mootness defense may be overcome only when (1) the challenged action, by its very nature, is of a limited duration too short to be fully litigated prior to its cessation or expiration, and (2) there a reasonable expectation or likelihood that the same complaining party will be subjected to the same action again. *Illinois State Bd of Elections v Socialist Workers Party*, 440 US 173, 187 (1979); *Weinstein v Bradford*, 423 US 147, 149 (1975). A "mere physical or theoretical possibility" of reoccurrence is not sufficient; rather, there must be a "demonstrated probability that the same controversy will recur involving the same complaining party." *Murphy v Hunt*, 455 US 478, 482 (1982), quoting *Weinstein*, *supra*, 423 US at 149.

In the instant case, the Employer has asserted no more than a theoretical possibility that it may be subject to the same action during future contract negotiations with the Union. The parties' current collective bargaining agreements provide for the Waterford Health Plan, which is to be administered by MEBS with the school district serving as policyholder. It is that plan which will be the status quo when negotiations on successor contracts commence and which will continue by operation of law during negotiations. Under such circumstances, there is at least a reasonable expectation that a dispute of this nature will not reoccur between these same parties. To the extent that other MEA affiliates may continue to propose MESSA-branded health insurance in their negotiations with public school employers throughout the State, such conduct is not inherently so limited in duration as to prohibit the issue from being fully litigated prior to its cessation or expiration. Cf. *Roe v Wade*, 410 US 113 (1973), modified on other grounds *Planned Parenthood of Southeastern Pennsylvania v Casey*, 505 US 833 (1992) (involving a challenge to abortion law following the termination of a pregnancy); *Super Tire Engineering v McCorkle*, 416 US 115 (1974) (finding that economic strikes are generally too short in duration to allow for judicial review); *Moore v Oglivie*, 394 U.S. 814 (1969) (involving a challenge to election procedures after election had ended).

As a remedy in this matter, the Employer initially sought an order directing the Union to cease and desist from refusing to bargain in good faith and mandating that it withdraw its MESSA Choices health insurance proposal from collective bargaining and fact-finding and refrain from further proposing MESSA or "any other health plan that predetermines the policyholder." Obviously, such remedies are no longer pertinent given that the parties have entered into new contracts which include an agreement on health insurance for bargaining unit members. Although the school district also requested that the Commission find a violation of Section 10(3)(c) of PERA and require the posting of an appropriate notice, an order directing a notice posting under these circumstances may only serve to needlessly reignite discord and upset the stability which a new contract is expected to bring. This is especially true where, as here, the passage of time has diminished the significance and utility of the posting of a notice. See *City of Bay City*, 22 MPER 60 (2009); *Brighton Area Schools*, 22 MPER 88 (2009) (no exceptions). The Employer is not seeking any meaningful remedy, but rather an advisory opinion, which this Commission does not issue. Accordingly, I conclude that the Employer's charge is moot and must be dismissed on that basis.

In its supplemental brief, the Employer asserts that dismissal of the Union's charges would be justified given that the underlying contracts have been settled, the allegations set forth by the Union do not present issues which are of significant public interest or are likely to reoccur, and because the Union's charges are fact determinative and present no novel issues or matters of first impression. I do not necessarily agree with the Employer's characterization of the Union's charges as moot, at least with respect to Case No C08 J-206. If I were to find merit to the Union's contention that the Employer unlawfully declared impasse and implemented changes in health insurance benefits on or about November 1, 2008 and lasting until the ratification of the new contract in June of 2009, the Union might be entitled to an order directing the school district to make members of the bargaining unit whole for any losses they incurred during that period as a result of the unlawful imposition. Under such circumstances, Case No. C08 J-206 would not be moot because a decision in that matter could potentially provide a present benefit to the party seeking relief. However, because the Union has stipulated that a decision on the merits in Case Nos. C07 K-253 and C08 J-206 is unnecessary if the Employer's charge in Case No. CU07 J-055 is determined to be moot, I hereby recommend dismissal of the Union's charges as well.

I have carefully considered all other arguments asserted by the parties in this matter and have determined 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 charges in Case Nos. CU07 J-055, C07 K-253 and C08 J-206 are hereby dismissed in their entireties.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

_____

David M. Peltz
Administrative Law Judge
State Office of Administrative Hearings and Rules

Dated: _____