STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

In the Matter of:

SHELBY TOWNSHIP,
Public Employer-Respondent in Case No. C14 I-103; Docket No. 14-023911-MERC,

-and-

POLICE OFFICERS ASSOCIATION OF MICHIGAN,
Labor Organization-Respondent in Case No. CU14 I-041; Docket No. 14-023912-MERC,

-and-

MATTHEW STACHOWICZ,
An Individual Charging Party.
_____/

APPEARANCES:

Kirk, Huth, Lange & Badalamenti, PLC, by Craig W. Lange, for the Public Employer

Christopher Tomasi, Assistant General Counsel, for the Labor Organization

Andary, Andary, Davis & Andary, P.C., by James R. Andary, for the Individual Charging Party

DECISION AND ORDER

On March 4, 2015, Administrative Law Judge David M. Peltz issued his Decision and Recommended Order in the above-entitled 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 Act 336 of the Public Acts of 1947, as amended.

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

ORDER

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

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

/s/
Edward D. Callaghan, Commission Chair

/s/
Robert S. LaBrant, Commission Member

/s/
Natalie P. Yaw, Commission Member

Dated: April 24, 2015

STATE OF MICHIGAN
MICHIGAN ADMINISTRATIVE HEARING SYSTEM
EMPLOYMENT RELATIONS COMMISSION

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Andary, Andary, Davis & Andary, P.C., by James R. Andary, for the Individual Charging Party

DECISION AND RECOMMENDED ORDER
OF ADMINISTRATIVE LAW JUDGE
ON SUMMARY DISPOSITION

This case arises from unfair labor practice charges filed on September 18, 2014, by Matthew Stachowicz against his employer, Shelby Township, and his labor organization, the Police Officers Association of Michigan (POAM). 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 Michigan Administrative Hearing System (MAHS), acting on behalf of the Michigan Employment Relations Commission (MERC).

Background:

The charges allege that the Township and the Union violated PERA by denying Stachowicz the opportunity to represent himself at an arbitration hearing on May 8, 2014, and that the Union acted unlawfully in withdrawing the grievance which was to be the subject matter of the arbitration. On October 17, 2014, I issued an order requiring Stachowicz to show cause why the charges should not be dismissed for failure to state claims under PERA. Charging Party filed a position statement in response to the order to show cause on December 1, 2014. In his response, Stachowicz contends that the Township acted in concert with the POAM to deny his rights under PERA by not allowing him to proceed individually on the grievance as required by Section 26.9 of the collective bargaining

agreement. Although Charging Party asserts that a hearing is necessary to allow him to present evidence in support of his claim, he did not request oral argument.

The Employer filed an answer to Charging Party's position statement on January 29, 2015. In its answer, the Township contends that the charge in Case No. C14 I-103; Docket No. 14-023911-MERC should be dismissed because Section 11 of PERA, MCL 423.211, permits, but does not compel, a public employer to process an individual grievance. According to the Township, the charge is really a claim for breach of the collective bargaining agreement and Commission precedent establishes that an individual employee has no standing to enforce an agreement under PERA.

The POAM filed its answer and response to Stachowicz's position statement on January 30, 2015. In its response, the Union asserts that via a series of email messages from POAM General Counsel Frank Guido to Stachowicz and/or his attorney in November of 2013, the Union clearly expressed its position that Stachowicz did not have the right under the collective bargaining agreement to proceed to arbitration without the certified bargaining representative. According to the Union, this correspondence culminated in a November 19, 2013, message from Guido to Charging Party explicitly denying Stachowicz's request to use his own attorney at arbitration. Copies of these email messages were attached as exhibits to the Union's brief. Based upon these email messages, the Union contends that Stachowicz had notice on or before November 19, 2013, of the alleged PERA violation which forms the basis of the charge against the Union. Accordingly, the POAM contends that the charge must be dismissed as untimely under Section 16(a) of the Act, which requires that a charge be filed within six months from the date of the occurrence of the unfair labor practice.

Following receipt of the Union's response, I issued a supplemental pretrial order on February 6, 2015, requiring Charging Party to file an additional pleading or position statement addressing the POAM's contention that the unfair labor practice charge was not filed within the time limit specified in Section 16(a) of PERA. Charging Party was directed to specifically admit or deny receipt of each of the email messages attached as exhibits to the Union's brief. To the extent that Charging Party acknowledged receipt of any of these email messages, he was ordered to specifically indicate the approximate date of receipt thereof or, at a minimum, indicate whether receipt occurred prior to March 18, 2014. Finally, Charging Party was directed to support all factual assertions with sworn affidavit(s).

Charging Party filed his response to the supplemental pretrial order by facsimile on February 26, 2015. In his response, Charging Party did not, as specifically directed by the undersigned, explicitly indicate whether he had received any of the letters attached to the Union's brief or specify the approximate date of receipt with respect to those documents. At the same time, however, Charging Party did not dispute the authenticity of the letters or deny having received them. Accordingly, I conclude that the letters are what the Union purports them to be and that Charging Party and/or or his attorney received them on or about the dates specified by the Union in its answer.

In his supplemental response, Charging Party asserts that the letters relied upon by the Union are not determinative of the timeliness issue. Stachowicz contends that the charge was timely filed because the statute of limitations did not begin to run until May 8, 2014, the date upon which the arbitration hearing was scheduled. According to Charging Party, that date "represented the final violation in a chain of violations wherein the POAM and the Township acted in concert to deny Mr. Stachowicz his rights set forth in the Public Employee [sic] Relations Act." Although Charging Party once again asserts that "this case requires a formal hearing where testimony can be offered," no request for oral argument was presented.

Findings of Fact:

The following facts are derived from the pleadings, with all factual allegations set forth by Charging Party accepted as true for purposes of this Decision and Recommended Order. Matthew Stachowicz is employed by Shelby Township and is a member of a bargaining unit represented by the POAM. The Township and the Union are parties to a collective bargaining agreement which covers the period January 1, 2013, through December 31, 2016. Article 26 of the agreement allows the Union to file and present grievances to the Employer pursuant to a multi-step grievance procedure. The five-step grievance procedure culminates in final and binding arbitration. In addition, Article 26, Section 9 provides:

> Notwithstanding any other provisions herein, individual members may present their own grievances to the Employer in accordance with Steps set forth [sic], and have them adjusted without the intervention of the Union Officers, provided, however, that the Employer has given the Union notice and an opportunity to be present at such adjustment. In no event shall any adjustment be contrary to or inconsistent with the terms of any Agreement between the Employer and the Union.

On March 14, 2013, the Union filed a grievance on Charging Party's behalf alleging violations of the collective bargaining agreement and past practice arising from the Township's failure or refusal to promote Stachowicz to the position of sergeant. Stachowicz's signature appears on the grievance form directly below a statement which reads, "I authorize the Union to act for me in the disposition of this grievance and authorize the employer to release any information requested by the Union regarding this grievance." The matter was assigned Grievance No. 13-93 and processed to arbitration by the Union.

Prior to the arbitration hearing, Charging Party became dissatisfied with the representation he was receiving from the POAM. In an email addressed to POAM representative James Tignanelli dated November 4, 2013, Stachowicz advised the Union that he no longer wished to go forward with the Union's assistance and that his attorney, James R. Andary, would be handling the matter. Shortly thereafter, Stachowicz notified the Township's human resources director that he had retained Andary to represent him at the arbitration hearing.

Tignanelli forwarded Charging Party's email to the POAM's general counsel, Frank A. Guido. In an email message addressed to Andary dated November 6, 2014, Guido expressed the Union's position that Stachowicz did not have the right to proceed to arbitration without the participation of the certified bargaining representative:

> We do not agree with your opinion for a multitude of reasons. Article 26.9 does not give an employee the right to pursue a grievance to arbitration. As the language expressly states, in pertinent part, ". . . individual members may present their own **grievances to the Employer** in accordance with the Steps set forth . . . ." The emphasized passage makes clear that it is only to the "Employer" – not an Arbitrator, that an individual member may present his own grievance. The "Steps" referred to are steps 1 through 4 of the process, as those are the only steps in which grievances are presented to the Employer. Step 5 involves presenting the grievance to an Arbitrator, which is obviously not the Employer. Likewise, Step 5 makes clear that is the "panel to arbitration" which files the request for Arbitration; there being no reservation of the right for an individual member to supersede the authority of the Union in that regard. As you are undoubtedly

> aware, the provision in Article 26.9 merely complies with section 11 of PERA, which gives an employee the right to pursue an individual grievance directly with an Employer, provided that no adjustment of a grievance filed can be made which is inconsistent with the terms of the CBA and provided that the Union has a right to be involved in any adjustment. That provision has never been construed as allowing an individual employee to have the right to pursue a grievance to arbitration or to select private counsel where the Union is already pursuing the case.
>
> Absent language in the CBA vesting authority in an individual member to pursue a grievance to arbitration and to retain private counsel for that purpose, there is no basis for your assertion. See *Castelli v Douglas Aircraft, Co., 752 F.2d 1480, 118 LRRM 2717 (9th Cir. 1984); Malone v U.S. Postal Service, 526 F. 2d 1099, 90 LRRM 3287 (6th Cir. 1975). With that said we reiterate that it will be an ULP for the EMPLOYER to deal with a representative of an employee in an arbitration proceeding that is not the Union's selection, as such conduct will constitute a failure to recognize the Union as the exclusive bargaining representative*. [Emphasis in original.]

The following day, November 5, 2013, Andary responded to Guido by email and asserted that it would be an unfair labor practice and a violation of the collective bargaining agreement if Stachowicz were prevented from presenting his own grievance. Andary sent another email message to Guido on November 8, 2013. In that message, Andary expressed his disagreement with the POAM's interpretation of Section 26.9 of the collective bargaining agreement and articulated his client's dissatisfaction with the representation he had received from the Union. At the conclusion of the email, Andary reiterated Stachowicz's desire to proceed to arbitration with his own representative. Guido responded to Andary later that same day, indicating that the POAM was prepared to "present the grievance in the light most favorable to the grievant."

On November 19, 2013, Guido responded directly to Stachowicz concerning his request to select his own representative at arbitration. In the email message, Guido stated:

> I have reviewed your email to POAM concerning representation in the Arbitration case. Your request is denied for the numerous reasons previously stated by POAM to both you and Mr. Andary. We have communicated with the local association. They do not share your representation that you have their support for utilizing your own attorney and proceeding to arbitration in the absence of the POAM. As a result, POAM will proceed with the arbitration hearing. Due to your stated concerns, I am reassigning the case to POAM Assistant General Counsel Christopher Tomasi. Because of this change in legal counsel, the arbitration proceeding which is set for December 4, 2013 is being adjourned at my direction. Mr. Tomasi will be in communication with you in the near future.

In a letter addressed to Andary dated April 15, 2014, the Township's attorney, Craig W. Lange, confirmed that the Employer would not proceed to arbitration without the involvement of the POAM. Lange wrote, in pertinent part:

> Pursuant to Article 2 of the collective bargaining agreement between Shelby Township and the Shelby Township Police Patrol Officers Association, the Police Officers Association of Michigan is the sole and exclusive collective bargaining agent for employees in the bargaining unit.

* * *

> As stated by attorney Guido on behalf of the POAM, the Township is foreclosed from participating in arbitration with you in light of the POAM's position in this matter. The Township's agreement to arbitrate this grievance is with the Police Officers Association of Michigan. If they withdraw from the arbitration due to the non-cooperative actions of your client, we will honor that withdrawal and shall not participate.

The grievance arbitration hearing was rescheduled for May 8, 2014. By letter dated April 21, 2014, Tomasi notified Charging Party that the hearing had been canceled due to Stachowicz's "continued lack of cooperation with POAM regarding preparation for the grievance arbitration." Tomasi indicated that the Union would not pursue the matter further until such time as Stachowicz fully cooperated with the POAM, provided that the matter was not precluded on timeliness grounds. In his supplemental response to the order to show cause, Charging Party confirms that he had planned to appear at the May 8, 2014, arbitration hearing and that, had that matter not been canceled by the POAM, he would have once again demanded his right to proceed with his own legal representative.

As noted, Charging Party filed the instant charges on September 18, 2014. At some unidentified time, Stachowicz filed a grievance asserting that the Township had denied him his rights guaranteed in Article 26.9 of the collective bargaining agreement. According to Charging Party, that grievance was ignored by both of the Respondents.1

Discussion and Conclusions of Law:

Commission Rule 423.165 allows for a pre-hearing dismissal of a charge, or for a ruling in favor of the charging party. Having carefully reviewed the pleadings, including Charging Party's position statement and supplemental response to the order to show cause, I conclude that there are no genuine issues of material dispute and that dismissal of the charges without a hearing is warranted. In fact, this is one of the more frivolous matters that the undersigned has encountered in some time, at least with respect to cases in which, as here, the Charging Party has retained the services of an experienced labor law attorney. All of Charging Party's arguments run directly contrary to longstanding and well-established Commission precedent and there has been no meaningful effort made on Stachowicz's behalf to factually distinguish any of these cases or even suggest that they were wrongly decided. It is disheartening that the Commission's limited resources are being wasted on arguments which have previously been determined to be plainly lacking in merit.

In Case No. C14 I-103; Docket No. 14-023911-MERC, Charging Party contends that Shelby Township violated PERA and the terms of the collective bargaining agreement by refusing his request to proceed on the grievance with his own representative. Section 11 of PERA, MCL 423.211, states that "any individual employee may at any time present grievances to his employer and have the grievances adjusted, without the intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, provided that the bargaining representative has been given the opportunity to be present at such adjustment." The purpose of the proviso is twofold: first, to permit individual employees to present certain grievances to the employer without the delay or formality of grievance procedures, or where the bargaining agent is acting

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1 This latter claim was not referenced in either of the charges and Stachowicz never sought to amend the charges to include this allegation. Accordingly, it is not properly before the Commission.

capriciously; and second, to permit the employer to negotiate directly with the individual employee without being in violation of Section 10 of PERA, MCL 423.210, which has been held to prohibit an employer from engaging in direct dealing with bargaining unit members. *Mellon v. Fitzgerald Public Schools*, 22 Mich App 218, 221 (1970).

Both the Commission and the Courts have repeatedly and consistently held that Section 11 is permissive, rather than mandatory, in nature. That is, a public employer may agree to hear an individual grievance if it chooses to do so, but PERA does not obligate the employer to process such a grievance. See e.g. *Detroit Fire Dep't*, 1995 MERC Lab Op 604 (no exceptions); *Muskegon County Wastewater Management System*, 1995 MERC Lab Op 377; *Walled Lake Consol. Schools*, 1995 MERC Lab Op 7, 15-18; *Detroit Wastewater Plant*, 1994 MERC Lab Op 884, 885, 887, 889; and 1993 MERC Lab Op 793, 794, 797; *Detroit Licensed Investigator Assoc (City of Detroit)*, 1993 MERC Lab Op 328; *Mellon, supra*. For example, in *Muskegon County Wastewater Management System*, an employee of the county wastewater department filed a grievance concerning wages and other terms and conditions of employment. The Commission held that the ALJ had properly dismissed the charge, finding that Section 11 of PERA does not require a public employer to afford an employee with the opportunity to present arguments and data at a hearing once it has accepted a grievance. Based upon the language of Section 11 of PERA and the case law interpreting that provision, as set forth above, I conclude that the Township had no obligation under the Act to allow Stachowicz to represent himself or otherwise proceed with the grievance without the participation of the Union and, therefore, there can be no violation of the PERA as a result of the Employer's refusal to participate in the arbitration hearing.

Charging Party contends that Article 26.9 of the collective bargaining agreement specifically requires the Township to accept grievances filed by individual employees. Even if that allegation were true, no PERA claim has been stated based upon the Township's refusal to allow Stachowicz to present his own grievance at arbitration. It is not the function of the Commission to remedy ordinary breach of contract claims. See e.g. *City of Detroit, Dept. of Transp*, 1990 MERC Lab Op 254, 257; *County of Oakland Sheriff's Dept*, 1983 MERC Lab Op 538, 542. Moreover, because a collective bargaining agreement is a contract between an employer and a union, it is well-established that an individual employee such as Stachowicz has no standing to bring a claim under PERA arising from an alleged contract breach or repudiation of the bargaining obligation by the Respondents toward each other. See e.g. *City of Detroit (Bld & Safety Engineering)*, 1998 MERC Lab Op 359, 366; *Oakland Univ*, 1996 MERC Lab Op 338; *Detroit Fire Dep 't*, 1995 MERC Lab Op 604, 613-615; *AFSCME Council 25, & City of Detroit*, 1995 MERC Lab Op 195, 199, 208; *Coldwater Comm Schools*, 1993 MERC Lab Op 94, 96-97; *City of Detroit (Dep't of Bld & Safety Engineering)*, 1988 MERC Lab Op 359; *Detroit Pub Sch*, 1985 MERC Lab Op 789, 791-793; *Oakland County (Sheriff 's Dep't)*, 1983 MERC Lab Op 538, 542, enf' d Mich App Docket No. 72277 (12-6-84). Accordingly, no PERA claim has been stated based upon the language of the collective bargaining agreement and, for the all of the reasons set forth above, dismissal of the charge against the Township in C14 I-103; Docket No. 14-023911-MERC, is warranted.

Similarly, the charge against the labor organization in Case No. CU14 I-041; Docket No. 14-023912-MERC must also be dismissed on summary disposition. Charging Party's claim against the POAM is based upon the Union's decision not to allow him to proceed at arbitration with his own representative. POAM General Counsel, Frank A. Guido, repeatedly expressed his disagreement with Charging Party's position in emails to both Stachowicz and his attorney, James R. Andary, in November of 2013. For example, on November 6, 2013, Guido wrote to Andary and expressly indicated that the Union did not interpret Article 29.6 as granting an individual bargaining unit member the right to present his own case to a grievance arbitrator. Guido indicated that it was the Union's interpretation that

Article 29.6 allows individual members to present "grievances to the Employer" and not to an arbitrator. Guido reiterated the Union's position in an email to Andary dated November 8, 2013, and in a written message to Stachowicz dated November 19, 2013. In that latter email, Guido specifically stated that Charging Party's request to utilize his own attorney at arbitration was "denied."

Pursuant to Section 16(a) of PERA, no complaint shall issue based upon any unfair labor practice occurring more than six months prior to the filing of the charge with the Commission. The Commission has consistently held that the statute of limitations is jurisdictional and cannot be waived. *Walkerville Rural Comm Sch*, 1994 MERC Lab Op 582, 583. The limitations period commences when the charging party knows or should have known of the acts constituting the unfair labor practice and has good reason to believe the acts were improper or done in an improper manner. *Huntington Woods v Wines*, 122 Mich App 650, 652 (1983). The statute of limitations is not tolled by the attempts of an employee or a union to seek a remedy elsewhere, including the filing of a grievance, or while another proceeding involving the dispute is pending. See e.g. *Univ Of Michigan*, 23 MPER 6 (2010); *Wayne County*, 1998 MERC Lab Op 560. In the instant case, there can be no dispute that Stachowicz knew or should have known that the Union would not allow him to proceed to arbitration with his own attorney by no later than November 19, 2013, more than six months prior to the filing of the charges in this matter. Accordingly, any allegation concerning the Union's refusal to allow Stachowicz to proceed at arbitration with his own representative must be dismissed as untimely under Section 16(a) of the Act.

In a futile effort to avoid dismissal of the charge on timeliness grounds, Charging Party contends that the relevant date for purposes of the statute of limitation is May 8, 2014, the date the grievance arbitration hearing was scheduled to occur before it was cancelled by the Union based upon a purported lack of participation by Stachowicz. According to Charging Party, the May 8th date "represented the final violation in a chain of violations wherein the POAM and the Township acted in concert to deny Mr. Stachowicz his rights set forth in the Public Employee [sic] Relations Act." Such a claim is merely a rephrasing of the theory that a "continuing violation" occurs where a wrong has gone uncorrected. The Commission has steadfastly rejected attempts by charging parties to revive otherwise untimely claims based upon a continuing violation theory. See e.g. *City of Adrian*, 1970 MERC Lab Op 579, 581, adopting the U.S. Supreme Court ruling in *Local Lodge 1424, Machinists v NLRB (Bryan Mfg Co)*, 362 US 411 (1960). See also *Traverse Area Dist Lib*, 25 MPER 82 (2012); *City of Detroit*, 25 MPER 58 (2012); *County of Lapeer*, 19 MPER 45 (2006); *Detroit Bd of Ed*, 16 MPER 29 (2003); *Zeeland Pub Sch*, 1999 MERC Lab Op 505 (no exceptions); *City of Flint*, 1996 MERC Lab Op 1, 9-11.

Even if the charge against the Union had been timely filed, no PERA violation has been stated with respect to the POAM in Case No. CU14 I-041; Docket No. 14-023912-MERC. A union's duty of fair representation is comprised of three distinct responsibilities: (1) to serve the interests of all members without hostility or discrimination toward any; (2) to exercise its discretion in complete good faith and honesty, and (3) to avoid arbitrary conduct. *Vaca v Sipes*, 386 US 171 (1967); *Goolsby v Detroit*, 419 Mich 651 (1984). Within these boundaries, a union has considerable discretion to decide how or whether to proceed with a grievance, and must be permitted to assess each grievance with a view to its individual merit. *Lowe v Hotel Employees*, 389 Mich 123 (1973); *International Alliance of Theatrical Stage Employees, Local 274*, 2001 MERC Lab Op 1. The union's ultimate duty is toward the membership as a whole, rather than solely to any individual. The union is not required to follow the dictates of any individual employee, but rather it may investigate and handle the case in the manner it determines to be best. *Detroit Police Lts and Sgts*, 1993 MERC Lab Op 729.

The Commission has "steadfastly refused to interject itself in judgment" over grievances and other decisions by unions despite frequent challenges by employees who perceive themselves as adversely affected. *City of Flint*, 1996 MERC Lab Op 1, 11. The Union's decision on how to proceed is not unlawful as long as it is not so far outside a wide range of reasonableness as to be irrational. *Air Line Pilots Ass'n v O'Neill*, 499 US 65, 67 (1991); *City of Detroit (Fire Dep't)*, 1997 MERC Lab Op 31, 34-35. The mere fact that a bargaining unit member is dissatisfied with their union's efforts or ultimate decision is insufficient to constitute a proper charge of a breach of the duty of fair representation. *Eaton Rapids Ed Assoc*, 2001 MERC Lab Op 131; *Wayne County DPW*, 1994 MERC Lab Op 855. To prevail on a claim of unfair representation, a charging party must establish not only a breach of the union's duty of fair representation, but also a breach of the collective bargaining agreement by the employer. *Goolsby v Detroit*, 211 Mich App 214, 223 (1995); *Knoke v East Jackson Public Sch Dist*, 201 Mich App 480, 488 (1993).

Here, Charging Party has failed to set forth any factually supported allegation which would establish a breach of the duty of fair representation by the POAM. The Union filed a grievance on Charging Party's behalf arising from the Township's failure or refusal to promote Stachowicz to the position of sergeant and it advanced that grievance to the final step of the contractual grievance procedure. It was only after Charging Party sought to utilize his own attorney to represent him before the grievance arbitrator that the Union made the decision to cancel the arbitration hearing. In response to Stachowicz's demands, the POAM notified Charging Party in writing of its position that Article 29.6 of the contract did not permit an individual employee to go forward with his own representative at arbitration. I find that this was not an unreasonable interpretation of the collective bargaining agreement given that Article 29.6 only speaks to an individual employee's right to present grievances "to the Employer." My finding that the Union's reading of the contract was not irrational is further buttressed by the fact that Article 29.6 of the parties' contract tracks the language of Section 11 of PERA which has never been interpreted by the Commission as allowing an individual employee to proceed to arbitration over the objection of the exclusive bargaining representative.

For all of the above reasons, I find that no claim for breach of the duty of fair representation has been stated. Although Charging Party disagrees with the Union's interpretation of the contract and takes exception to the representation he received from the Union, there is simply no factually supported allegation which, if true, would establish that the POAM was hostile toward him or that it in any manner acted arbitrarily, discriminatorily or in bad faith in connection with this matter.

I have carefully considered the remaining arguments of the parties and conclude that they do not warrant a change in the result. For the reasons stated above, I hereby recommend that the Commission issue the following order.

RECOMMENDED ORDER

The unfair labor practice charges filed by Matthew Stachowicz against Shelby Township and the Police Officers Association of Michigan in Case No. C14 I-103; Docket No. 14-023911-MERC and Case No. CU14 I-041; Docket No. 14-023912-MERC respectively are hereby dismissed in their entireties.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

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David M. Peltz
Administrative Law Judge
Michigan Administrative Hearing System

Dated: March 4, 2015