

STATE OF MICHIGAN
COURT OF APPEALS

UNITED AUTO WORKERS LOCAL 6000,
PAUL POLICICCHIO, SUSAN CAREY,
KATHLEEN DANIELS, INTERNATIONAL
UNION UNITED AUTOMOBILE, AEROSPACE
& AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA, UNITED AUTO WORKERS, and
LYNDA TAYLOR-LEWIS,

Petitioners-Appellees,

v

DEPARTMENT OF CONSUMER AND
INDUSTRY SERVICES,

Respondent,

and

CIVIL SERVICE COMMISSION,

Respondent-Appellant,

and

INTEGRATED SYSTEMS SOLUTION
CORPORATION,

Intervening Respondent.

UNPUBLISHED
May 1, 2001

No. 222301
Ingham Circuit Court
LC No. 97-087535-AA

Before: Holbrook Jr., P.J., and McDonald and Saad, JJ.

PER CURIAM.

Respondents, the Civil Service Commission (the Commission) and the Michigan Department of Labor (the Department) were granted their delayed application for leave to appeal the circuit court's opinion and order affirming the Commission's decision to decline jurisdiction over a contract between the Department and Integrated Systems Solutions (ISSC). The circuit

court determined that the Commission lacked constitutional authority to assert jurisdiction over the contract, effectively affirming the Commission's decision. The circuit court denied petitioners' subsequent motion for a rehearing. We affirm.

This appeal substantially mirrors that of petitioners in Docket No. 222109; the reasoning in that case applies to our conclusions here. The circuit court incorrectly concluded that the Civil Service Commission did not have constitutional authority to consider its jurisdiction over the contract between the Department and ISSC. The Commission's decision was an exercise of its constitutional mandate and was consistent with previous precedent of this Court. Const 1963, art 11, § 5; *Michigan State Employees Ass'n v Civil Service Comm*, 141 Mich App 288, 293; 367 NW2d 850 (1985); *International Union, United Automobile, Aerospace & Agricultural Implement Workers of America v Civil Service Comm*, 223 Mich App 403, 406; 566 NW2d 57 (1997).

We find the Commission's interpretation of its rule, CSR 4-6, to be reasonable. *Iams v Civil Service Comm*, 142 Mich App 682, 692-693; 369 NW2d 883 (1985). The Commission interpreted CSR 4-6.1(a) to exclude contracts that were "predominantly for things other than personal services," and for such contracts, the state agency could make disbursements "for the included ancillary personal services without filing a request for approval under the four standards in CSR 4-6.3." It determined that a literal interpretation of CSR 4-6.1(a) contradicted the jurisdictional limits imposed by the constitution. This decision was consistent with its rejection of the Employment Relations Board's recommendation in a prior, similar case, and with its subsequent repeal of the "sale of goods" language in the rule.

The Commission determined, based on the extensive record developed in the hearing below, that the contract in question was predominantly for "things other than personal services." We find this decision to be supported by competent, material, and substantial evidence on the entire record. Const 1963, art 6, § 28; *MEAPAC, supra* at 443-444; *Ansell v Dep't of Commerce (On Remand)*, 222 Mich App 347, 354; 564 NW2d 519 (1997). The "preponderance of the evidence" standard of review imposed by the circuit court does not apply to decisions of the Commission. *Parnis v Civil Service Comm*, 79 Mich App 625, 628-630; 262 NW2d 883 (1977); *O'Neill v Civil Service Comm*, 121 Mich App 256, 260-261; 328 NW2d 547 (1982).

Finally, in light of our conclusions above and in Docket No. 222109, we need not determine the correctness of the circuit court's interpretation of *Michigan Coalition of State Employees Unions v Civil Service Comm*, 236 Mich App 96; 600 NW2d 362 (1999).

Affirmed.

/s/ Donald E. Holbrook, Jr.
/s/ Gary R. McDonald
/s/ Henry William Saad