STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

JAMES HORNE, JOHN KNIGHT, JR., HENRY CRUMP, JR., KENNETH BROWN, and THOMAS DIAZ,

Plaintiffs, **Case No. 19-017312-CB**

-v- **Hon. Muriel D. Hughes**

THE CITY OF INKSTER,

Defendant.

OPINION AND ORDER
GRANTING DEFENDANT'S MOTION FOR SUMMARY DISPOSITION

At a session of said Court held in the Coleman A. Young Municipal Center, Detroit, Wayne County, Michigan, on this: 10/27/2021

PRESENT: Muriel D. Hughes
Circuit Judge

This civil matter is before the Court on a motion for summary disposition filed by Defendant the City of Inkster ("the City"). For the reasons stated below, the Court grants the motion.

I. BACKGROUND

The instant motion arises out of a complaint filed by Plaintiffs James Horne, John Knight, Jr., Henry Crump, Jr., Kenneth Brown, and Thomas Diaz, all of whom are retirees of the City's police department. During their time of employment, they all were members of a union, the Command Officers Association of Michigan ("COAM"). Each of the plaintiffs retired at

different times under a different collective bargaining agreement ("CBA"). Plaintiff Crump retired on October 16, 2000 and Plaintiff Knight retired on February 15, 2000, both of whom were subject to the CBA effective from July 1, 1998 through June 30, 2001.

It is unclear which COAM CBA is applicable to Plaintiff Horne. He retired on May 31, 2003 under the CBA effective either July 1, 2001 through June 30, 2005 or the CBA effective July 1, 1998 through June 30, 2001 if the 2001-2005 CBA was executed on or about September 27, 2004 after Mr. Horne had already retired. Plaintiff Diaz retired on September 1, 2010 under the CBA effective July 1, 2009 through June 30, 2012.

There is some dispute as to the date of Plaintiff Brown's retirement. He either retired in October 2010 or on August 31, 2010. Plaintiff Brown began his employment with Inkster on February 19, 1987, and ended his employment with Inkster on August 31, 2010. In 2009, he had been promoted to Lieutenant under the 2009-2012 CBA. Approximately 8 months after his retirement, he became employed by Inkster in the 22nd District Court. He worked there as a new hire from April 19, 2011 until April 21, 2019 when he retired a second time after 8 years of service. While working in the 22nd District Court, he had the employee healthcare benefit. When he retired, he did not qualify for the retiree healthcare under the COAM CBA. At the time when Brown was hired at the 22nd District Court, he was subject to an AFSCME contract. Nevertheless, as to his retirement from service under the COAM CBB, he retired after 23 years of service according to the City.

In November 2011, the Michigan Treasurer reported to Governor Snyder that the City was under "probable" financial stress. A financial review team then concluded that the City was under severe financial stress. In lieu of appointing an Emergency Manager, the review team agreed with the City to enter into a consent agreement on March 1, 2012. On March 29, 2012,

the City submitted a Deficit Reduction Plan to the Michigan Department of Treasury. Included in the plan were layoffs and cuts in salary and benefits. The City also eliminated several management positions. The police department was reduced from 73 officers in 2009 to 24 officers in 2014. An October 30, 2013 letter was sent to eligible retirees informing them of changes to the City's retiree healthcare program. The letter also notified the retirees of an informational meeting regarding the changes in November 2013. On January 1, 2014, rather than providing direct payment health insurance, the City's new retiree healthcare benefit provided a stipend to each retiree's Health Reimbursement Arrangement ("HRA").

Pursuant to Chapter 18 of the City Charter, a retiree is qualified for "normal retirement" when he or she reaches 25 years of service. Upon qualification, the City sets up an HRA into which it makes monthly contributions of $500 for the retiree, $500 for a spouse, and $200 for each dependent under age 18. These stipends are paid until the retiree or spouse becomes eligible for Medicare at age 65. The stipend then drops to $200. The retiree and his or her spouse are treated differently depending on Medicare eligibility.

According to the City, all of the plaintiffs herein, except Plaintiff Brown have been continuously paid their HRA stipends. On December 27, 2019, Plaintiffs filed a complaint and later filed an amended complaint on May 19, 2020. The amended complaint includes claims for breach of contract as to the COAM CBAs and promissory estoppel. The complaint also requests a declaratory judgment that Plaintiffs have the right to uninterrupted delivery of the health insurance policies contained within the retirement documents in effect on their respective dates of retirement. In addition, Plaintiffs also request that the Court issue a permanent injunction to permanently enjoin the City from further breaches of contract and other "interference with the enjoyment of Plaintiffs' health insurance benefits." Finally, the amended complaint also makes a

claim for breach of contract as to Plaintiff Brown's entitlement to retiree healthcare benefits due to the City's refusal to provide Brown with stipend payments, which will be addressed separately below. The instant motion followed.

II. STANDARDS FOR DETERMINING MOTIONS FOR SUMMARY DISPOSITION

Defendant bases its motion on MCR 2.116(C)(8) and MCR 2.116(C)(10). MCR 2.116(C)(8) provides for summary disposition where "[t]he opposing party has failed to state a claim on which relief can be granted." A motion for summary disposition under (C)(8) tests the legal sufficiency of the complaint. *Feyz v Mercy Mem Hosp*, 475 Mich 663, 672; 719 NW2d 1 (2006). The trial court may consider only the pleadings in rendering its decision. *Beaudrie v Henderson*, 465 Mich 124, 129; 631 NW2d 308 (2001). All factual allegations in the pleadings must be accepted as true. *Dolan v Continental Airlines/Continental Express*, 454 Mich 373, 380-381; 563 NW2d 23 (1997). "A motion under MCR 2.116(C)(8) may only be granted when a claim is so clearly unenforceable that no factual development could possibly justify recovery. *Adair v Michigan*, 470 Mich. 105, 119, 680 N.W.2d 386 (2004)." *El-Khalil v Oakwood Healthcare, Inc*, 504 Mich 152, 160; 934 NW2d 665 (2019).

In reviewing a motion under MCR 2.116(C)(10), a court must consider the pleadings, admissions, affidavits, and other relevant documentary evidence submitted in the light most favorable to the nonmoving party. *Corley v Detroit Bd of Ed*, 470 Mich 274, 278; 681 NW2d 342 (2004). "A motion under MCR 2.116(C)(10), tests the *factual sufficiency* of a claim." *El-Khalil v Oakwood Healthcare, Inc*, 504 Mich 152, 160; 934 NW2d 665 (2019), citing *Johnson v VanderKooi*, 502 Mich 751, 761; 918 NW2d 785 (2018)[Emphasis in original]. If no genuine issue of material fact is established, the moving party is entitled to judgment as a matter of law. *Maiden v Rozwood*, 461 Mich 109, 120; 597 NW2d 817 (1999). "A genuine issue of material

fact exists when the record, giving the benefit of reasonable doubt to the opposing party, leaves open an issue upon which reasonable minds might differ." *West v General Motors Corp*, 469 Mich 177, 183; 665 NW2d 468 (2003).

The moving party has the initial burden of supporting its position through documentary evidence. *Quinto v Cross and Peters Co*, 451 Mich 358, 362; 547 NW2d 314 (1996). The burden then shifts to the opposing party to establish the existence of a genuine issue of material fact. *Id.* The non-moving party "…may not rest on the mere allegations or denials of his or her pleadings, but must, by affidavit or otherwise provided in this rule, set forth specific facts showing that there is a genuine issue for trial." MCR 2.116 (G)(4). If the opposing party fails to do so, the motion for summary disposition is properly granted. *Id*; *Quinto, supra* at 363. Finally, a "reviewing court may not employ a standard citing the mere possibility that the claim might be supported by evidence produced at trial. A mere promise is insufficient under our court rules." *Maiden, supra* at 121.

III. DISCUSSION

A. Breach of Contract

As to Plaintiffs' claim of breach of contract, in support of its motion, the City essentially contends that the relevant unambiguous and clear language of the CBAs does not establish that the parties intended that the type and levels of the retiree healthcare benefits extend into perpetuity. The City relies on Michigan case law as well as the U.S. Supreme Court decision in *LLC v Tackett*, 574 US 427, 441-442; 135 S Ct. 926; 190 L Ed 2d 809 (2015) to support its position that the durational clauses in the CBAs preclude the conclusion that the healthcare benefits extend into perpetuity. In opposition, Plaintiffs assert that the Michigan cases are

inapplicable to the case at bar and that the Court may infer that retirees are entitled to lifetime benefits because the CBAs are ambiguous as to the duration of the benefits.

To establish a claim for breach of contract, a plaintiff must establish both the elements of a contract and the breach of it. See *Pawlak v Redox Corp*, 182 Mich App 758, 765; 453 NW2d 304 (1990). The essential elements of a valid contract are: (1) parties competent to contract, (2) proper subject matter, (3) legal consideration, (4) mutuality of agreement, and (5) mutuality of obligation. *Hess v Cannon Twp*, 265 Mich App 582, 592; 696 NW2d 742 (2005). A plaintiff must also demonstrate that the contract was breached and that he or she suffered damages as a result. See *Lawrence v Will Darrah & Assoc, Inc*, 445 Mich 1, 6-8; 516 NW2d 43 (1994).

The Court notes that the relevant portions of the three CBAs at issue here are identical and the issues presented here are matters of contract interpretation. "The primary goal of contract interpretation is to honor the parties' intent. When the contract is unambiguous, the parties' intent is gleaned from the actual language used." *Prentis Family Found v Barbara Ann Karmanos Cancer Inst*, 266 Mich App 39, 57; 698 NW2d 900 (2005) [Citations omitted]. "A fundamental tenet of our jurisprudence is that unambiguous contracts are not open to judicial construction and must be *enforced as written.*" *Rory v Continental Ins Co,* 473 Mich 457, 468; 703 NW2d 23 (2005) [Emphasis in original].

A contract will be susceptible to only one interpretation if it is clear and unambiguous, however inartfully worded or clumsily arranged. *Farm Bureau Mut Ins Co,* 460 Mich 558, 566; 596 NW2d 915 (2003). On the other hand, a contract is ambiguous if its words may reasonably be understood in different ways. "When contractual language is unambiguous reasonable people cannot differ concerning the application of disputed terms to certain material facts, and summary disposition should be awarded to the proper party." *Island Lake Arbors Condo Ass'n v Meisner &*

Assoc, PC, 301 Mich App 384, 393; 837 NW2d 439 (2013) [Citations and quotation marks omitted].

The relevant sections of the CBAs are all found in the same Articles and the same sections of each article. Article XXXIX in each CBA provides in pertinent part:

> ARTICLE XXXIX
> HOSPITALIZATION INSURANCE
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> …
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> 39.4: The City will pay fifty (50%) percent of the premiums for the cost of a hospitalization program equal to that provided to regular employees to all those employees who retire subsequent to July l, 1976, until Medicare, or a national health system in effect covers the retiree. However, for employees who retire after the execution date of this Agreement, the City will pay at least fifty (50%) percent of the premiums and these employees shall be granted a freeze on the dollar amount of his/her portion of hospitalization insurance premiums, and any increase in said premiums which may be imposed after retirement shall be borne by the City.

The following language was added to Section 39.4 of the 2009 – 2012 CBA:

> All employees [eligible] for Medicare will be required to sign up for Part A and Part B. The City of Inkster agrees to provide a Medicare complimentary plan equal to the plan benefits in place at the time of retirement.

Hence, pursuant to the CBAs at issue in this case, eligible retirees with 25 years of service were originally entitled to hospitalization insurance whereby the City paid 50% of the premiums and any increase in the premiums after retirement was borne by the City. Once a retiree is eligible for Medicare, he or she must sign up for Part A and Part B of Medicare and the City would provide a Medicare complimentary plan equal to the benefits in place at the time of retirement.

Next, Article LIII of the CBAs provides the following:[1]

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[1] Each CBA has a different effective and a different expiration date.

ARTICLE LIII
DURATION

53.1: This Agreement shall become effective as of the lst day of July, 2009 and the terms and provisions thereof shall remain in full force and effect until the thirtieth (30th) day of June, 2012, and from year to year thereafter unless either party hereto shall notify the other in writing by March lst prior to the expiration date of this Agreement, or to the expiration of any subsequent automatic renewal period, of its intention to amend, modify, or terminate this Agreement. Notice of intent to amend, modify, or terminate this Agreement shall be in writing and shall be sufficient if sent by certified registered mail addressed to the Union, Command Officers Association of Michigan, 27056 Joy Road, Redford, MI 48239, or to any such address as the Union or the City may make available to each other.

53.2: This Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the City and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the City and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions to the extent this Agreement addresses such prior practice whether such prior practice was written or oral.

53.3: In. the event the negotiations relative to proposed amendments or modifications of the Agreement shall extend beyond the set expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect, pending agreement upon a new, modified or amended contract between the parties.

[Emphasis added].

To summarize, each "durational clause" in the CBAs prescribes the effective date and expiration date of each CBA. It also provides that the agreement "supersedes all prior practices, whether oral or written." In addition, if the parties continue to negotiate a new CBA after

expiration of the CBA, the terms of the prior CBA remain in effect after the expiration of the contract.

As indicated above, as a result of the financial stress and the consent agreement plan with the Michigan Department of Treasury, the prior retiree benefits were changed to stipends in varying amounts to retirees and their spouses depending upon Medicare eligibility.

The City relies on the holding in *Kendzierski v Macomb Co*, 503 Mich 296; 931 NW2d 604 (2019) to support its position that, unless a specific term in a CBA states that the term lasts beyond the expiration of the CBA, the "durational clause" governs the terms of the CBA. In other words, if the parties intended to provide retiree healthcare insurance beyond the term of the entire CBA, they would have included language expressing such an intent in the particular article addressing retiree healthcare.

In *Kendzierski*, retired county employees brought a putative class action against Macomb County alleging that the county breached the CBAs by making unilateral changes to retiree healthcare benefits. The *Kendzierski* court held that the CBAs guaranteed retiree healthcare benefits only until the agreements expired and no longer.

Specifically, the *Kendzierski* court stated:

> Instead, "the language governing retiree healthcare benefits [must] indicate[ ] that the parties intended the same benefits to continue after expiration of the agreements ...." *Id* at 513; 879 NW2d 897. If the language does not so indicate, "the benefits terminated after expiration of the agreements, so that defendant was permitted to alter the benefits under future contracts." *Id.*
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> *Id* at 313-314, quoting *Harper Woods Retirees Ass'n v City of Harper Woods*, 312 Mich App 500, 512-513; 879 NW2d 897 (2015).

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> Therefore, the only reasonable interpretation of the CBAs is that the contractual right to healthcare benefits expired when the CBAs expired. … It is also consistent with *Tackett*, which held that "contractual obligations will cease, in the ordinary course, upon termination of the bargaining agreement" and while "a collective-bargaining agreement may provide in explicit terms that certain benefits continue after the agreement's expiration[,] ... when a contract is silent as to the duration of retiree benefits, a court may not infer that the parties intended those benefits to vest for life." *Tackett*, 574 U.S. at 441-442 (quotation marks, citation, and brackets omitted). Because the CBAs at issue here do not indicate that the provided benefits are to continue after the agreement's expiration, this Court will not infer that the parties intended those benefits to vest for life. Instead, we hold that the contractual obligations provided therein expired when the CBAs expired.
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> *Id* at 325-326, quoting *LLC v Tackett*, 574 US 427. 441-442; 135 S Ct. 926; 190 L Ed 2d 809 (2015).

Therefore, under *Kendzierski* and *Tackett,* "when a contract is silent as to the duration of retiree benefits, a court may not infer that the parties intended those benefits to vest for life," and the durational clause governs the duration of those benefits.

Plaintiffs essentially make two arguments to counter the City's contentions. First, they claim that the CBAs at issue here are ambiguous. If the language of a CBA is deemed ambiguous, the Court may then look to extrinsic evidence to determine the intent of the parties. *Kendzierski, supra* at 311.[2]

Plaintiffs claim that the CBAs contain implied terms such that the CBA should be interpreted so that retirees who retired after the execution of the agreement must receive irrevocable benefits. They rely on the reasoning in Justice McCormack's dissent for this notion.

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[2] A "latent ambiguity" is one that does not readily appear in the language of a contract, but instead arises from a collateral matter when the contract's terms are applied or executed. *Kendzierski v Macomb Co*, 503 Mich 296, 317; 931 NW2d 604 (2019). A "latent ambiguity" exists when the language in a contract appears to be clear and intelligible and suggests a single meaning, but other facts create the necessity for interpretation or a choice among two or more possible meanings. *Id.* A "patent ambiguity" arises from the face of the contract. *Id.*

However, such reasoning is not binding on the Court under the rule of stare decisis. MCR 7.215(C)(1).[3]

Plaintiffs further argue that the CBA states that benefits will continue after retirement and that the 50% contributions toward health care premium payments become vested benefits if a plaintiff retires after execution of his or her applicable CBA. In the Court's view, this statement is incorrect. As explained above, "[t]he primary goal of contract interpretation is to honor the parties' intent. When the contract is unambiguous, the parties' intent is gleaned from the actual language used." *Prentis Family Found, supra.* There is no "actual language used" in Section 39.4 of the CBAs stating an intention to furnish these premium payments after the expiration of the CBAs. Indeed, the Court is bound by the decisions in *Kendzierski* and *Tackett* that such an intention must be stated in the specific provision in the CBAs.

Plaintiffs also argue that the cases cited by the City are distinguishable from the instant case. Those cases include *Kendzierski, supra*, *Harper Woods Retirees Ass'n v City of Harper Woods*, 312 Mich App 500, 508; 879 NW2d 897 (2015), and *Genesee Dist Library Retirees Ass'n v Genesee Dist Library Foundation,* unpublished per curiam opinion of the Court of Appeals decided on August 13, 2020 (Docket No. 349553); 2020 WL 4723324.

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> "[U]nder the doctrine of stare decisis, principles of law deliberately examined and decided by a court of competent jurisdiction should not be lightly departed." *City of Coldwater v Consumers Energy Co*, 500 Mich 158, 172; 895 NW2d 154 (2017) (quotation marks and citation omitted). "The application of stare decisis is generally the preferred course, because it promotes the evenhanded, predictable, and consistent development of legal principles, fosters reliance on judicial decisions, and contributes to the actual and perceived integrity of the judicial process." *People v Tanner*, 496 Mich 199, 250; 853 NW2d 653 (2014) (quotation marks and citation omitted).
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> *People v Bensch*, 328 Mich App 1, 9–10; 935 NW2d 382, 386, app den 505 Mich 859; 934 NW2d 825 (2019).

Plaintiffs first assert that *Kendzierski* is distinguishable from the case at bar because the section of the CBA at issue in *Kendzierski* did not guarantee benefits for the duration of the agreement. Instead, it continued benefits upon enrollment in Medicare if a retiree reaches age 65 within the duration of the CBA. This is a distinction without a difference because the 2009 CBA here requires enrollment in Medicare and is not the essential holding of *Kendzierski.* The principles of *Kendzierski* concern the manner in which courts interpret CBAs with respect to these certain specific provisions. The *Kendzierski* case governs such interpretation and states that, when there is no language regarding the time period for the provision of retiree healthcare in the retiree healthcare section of the CBA, the "durational clause" of the entire CBA controls. The case also stands for the notion that extrinsic evidence may only be examined by the Court if a patent ambiguity exists in the "four corners" of the CBA. Pursuant to *Tackett, supra* and its progeny, "[i]f the parties meant to vest health care benefits for life, they easily could have said so in the text." *CNH Indus NV v Reese*, 138 S Ct 761, 766; 200 L Ed 2d 1 (2018).

Plaintiffs next argue *Harper Woods Retirees Ass'n v City of Harper Woods*, 312 Mich App 500, 508-509 (2015) is distinguishable because the Court of Appeals held that Harper Woods could not "unilaterally alter health insurance benefits," and that the city's "financial situation [was] irrelevant to the inquiry because the fact that a contractual obligation proved to be more onerous than anticipated is no defense." Here, the City does not argue that the City was able to change the retiree healthcare benefits due to the City's financial stress. Instead, the City contends that, based on the clear and unambiguous language, the CBAs do not provide retiree healthcare benefits in perpetuity. In fact, the court in *Harper Woods Retirees* stated that, in *Tackett,* the "Supreme Court noted that traditional contract principles do not 'preclude the conclusion that the parties intended to vest lifetime benefits for retirees' because 'a collective bargaining agreement

[may] provid[e] in explicit terms that certain benefits continue after the agreement's expiration.'" However, the *Harper Woods Retirees* court went further and stated, "'when a contract is silent as to the duration of retiree benefits, a court may not infer that the parties intended those benefits to vest for life.'" *Id* at 512, quoting *Tackett, supra* at 937. Thus, Plaintiffs' have misconstrued the holding of the *Harper Woods Retirees* case. The Court of Appeals remanded the case and instructed the trial court as follows:

> …to determine which contract applies to each individual class member, and then to apply ordinary contract principles to determine (1) whether the parties intended the retiree healthcare benefits identified in each respective agreement to survive the expiration of the CBA or (2) whether the retirees' rights to the specifically identified healthcare benefits terminated upon expiration of the agreement, so that defendant was permitted to alter the benefits under future contracts.
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> *Id* at 514.

Therefore, the *Harper Woods Retirees* decision is based upon the same principles of contract interpretation as the *Kendzierski* case.

Finally, Plaintiffs argue that *Genesee Dist Library Retirees Ass'n v Genesee Dist Library Foundation,*[4] is unlike the case at bar because the CBA here allegedly "makes explicit reference to the premium that Inkster was to pay and that such would exist 'after retirement.'" They assert that this language did not exist in the CBA in the *Genesee Dist. Library Retirees Ass'n cas*e. The Court disagrees with Plaintiffs' assertion. Although Section 39.4 states that "any increase in said

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[4] In *Genesee Dist Library Retirees Ass'n v Genesee Dist Library Foundation*, the plaintiffs appealed an order granting defendant's motion for summary disposition, dismissing plaintiffs' claims that the defendant breached relevant collective bargaining agreements (CBAs) by increasing retiree contributions toward the cost of healthcare benefits for all library retirees. The court held that the plaintiffs were "unable to show language within the four corners of the CBAs showing an intent to vest benefits beyond the duration of the respective agreement; only provisions that arguably extend beyond them. This ends the analysis pursuant to *Reese* and *Cooper*." unpublished per curiam opinion of the Court of Appeals decided on August 13, 2020 (Docket No. 349553); 2020 WL 4723324 at 3.

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premiums which may be imposed after retirement shall be borne by the City," this does not obligate the City to provide the identical benefits after the expiration of the CBA. As noted in *Kendzierski*, there must be a specific time frame enunciated in that section and an expression of intent to provide the identical benefits after the expiration of the CBA. There is no such language in the specific section addressing healthcare benefits. Hence, the "durational clause" governs the time frame for the benefits.[5] In any case, although an unpublished case such as the *Genesee Dist Library Retirees Ass'n* case may by persuasive, the Court is nevertheless not bound by it pursuant the rule of stare decisis. MCR 7.215(C)(1).

Hence, under *Kendzierski* and *Tackett,* Plaintiffs have failed to demonstrate that the parties intended that the provision of the specific healthcare benefits was intended to extend beyond the expiration of each relevant CBA. No ambiguity exists within the four corners of the CBAs. As such, no extrinsic evidence may be considered by the Court. Therefore, Plaintiffs have not shown that the CBAs have been breached.

B. Promissory Estoppel

Regarding Plaintiffs' promissory estoppel claim, the City argues that Plaintiffs have not established that a definite and clear promise was made by the City that they were entitled to non-

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[5] Plaintiffs also cite *Butler v Wayne Co*, 289 Mich App 664, 672; 798 NW2d 37 (2010). However, the *Butler* holding is inapplicable to the instant case. The court addressed the "past-practice" doctrine which Plaintiffs have not argued herein. The *Butler* court held that the "past-practice" doctrine may only be used to establish that a contractual right existed at the time of retirement and the retirees were not entitled to a flat-rate-premium structure on the basis of any vested right created by the past practice of the parties. The *Butler* court stated:

> …plaintiffs must show that they had a contractual right to a flat-rate premium in perpetuity and that that right was contained in their contracts at the time they retired, so that it could be deemed to be vested. Accordingly, before the question of vesting arises, this Court must determine if such a contractual right exists, whether by express provision or past practice.
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> *Butler v Wayne Co*, 289 Mich App 664, 672; 798 NW2d 37 (2010).

modifiable healthcare benefits. In contrast, Plaintiffs assert that they have established that the City has made a clear and definite promise for unalterable retiree healthcare benefits.

The elements of promissory estoppel are: (1) a promise, (2) that the promisor should reasonably have expected to induce action of a definite and substantial character on the part of the promisee, and (3) that in fact produced reliance or forbearance of that nature in circumstances such that the promise must be enforced if injustice is to be avoided. *Klein v HP Pelzer Auto Sys, Inc*, 306 Mich App 67, 83; 854 NW2d 521 (2014).

As the Court has determined above, the CBAs do not explicitly state that the healthcare benefits addressed in Section 39.4 would extend beyond the expiration of the CBAs. Thus, no definite promise of identical healthcare benefits in perpetuity has been established. Therefore, Plaintiffs' claim of promissory estoppel fails as a matter law and no factual development could possibly justify recovery. *Adair, supra;* MCR 2.116(C)(8).

C. Injunctive Relief and Declaratory Relief

The City next asserts that Plaintiffs' claims for injunctive and declaratory relief are derivative of Plaintiffs' claims for breach of contract and promissory estoppel. The City argues that, because there is no breach of contract or promissory estoppel claim, the Court should deny both injunctive and declaratory relief. The Court agrees.

"Under MCR 2.605(A)(1) a court 'may declare the rights and other legal relations of an interested party seeking a declaratory judgment, whether or not other relief is or could be sought or granted.' In a declaratory action, the plaintiff generally has the burden to prove each fact alleged." *Fed Home L Mortgage Corp v Werme*, ___Mich___; ___NW2d (2021); 2021 WL 218339 at 3, quoting *Shavers v Attorney Gen*, 402 Mich 554, 589; 267 NW2d 72 (1978). Here,

Plaintiffs have failed to establish legally justiciable claims for both breach of contract and promissory estoppel. Hence, declaratory relief will not be granted.

As to injunctive relief, first, an injunction is a remedy, not an independent cause of action. *Redmond v Heller*, 332 Mich App 415, 432; 957 NW2d 357 (2020). Next, a remedy must be supported by an underlying cause of action. *Id.* In the case at bar, neither of the claims for breach of contract nor for promissory estoppel support the remedy of injunctive relief. Therefore, the Court must deny Plaintiffs' request for a permanent injunction.

D. Plaintiff Brown's Claims

As to Plaintiff Brown, the City contends that he is also not entitled to lifetime retiree healthcare benefits or the HRA stipend because he failed to qualify for the "normal retirement" under Chapter 18 of the City Charter because he retired with only 23 years of service instead of the required 25 years of service. In addition, under the AFSCME contract, he was not entitled to retiree healthcare benefits. Under the AFSCME contract, with 10 or more years of service, Brown is entitled to a medical savings account if he was hired after July 1, 2009. He was rehired by the City under the AFSCME contract on April 19, 2011 and retired on April 21, 2019 with 8 years of service. Hence, he does not qualify for the medical savings account.

Plaintiffs argue that the City provides no evidence of when Brown began his employment with the City and that he actually qualifies as an "original member" rather than a "new member" under the City Charter. "Original members" are only required to provide service to the City for a total of 20 years to be entitled to post-retirement healthcare benefits.

The documents provided to the Court do not indicate a start date for Brown's employment under the COAM CBA. However, the City has provided an affidavit executed by Darin Carrington, City Treasurer, who states that the City never provided healthcare benefits or an HRA

stipend to any employee with less than 25 years of service. Plaintiff Brown has not shown documentation of his start date and has not shown documentation to counter the City Treasurer's assertion. Therefore, Brown has failed to satisfy his burden to bring forth evidence to demonstrate a genuine issue of material fact as to his start date under the COAM CBA. MCR 2.116(C)(10); *Quinto, supra.* Thus, he has not established his entitlement to retiree healthcare benefits or an HRA stipend.

IV. CONCLUSION

Plaintiffs have failed to demonstrate that the parties intended that the provision of the specific healthcare benefits was intended to extend beyond the expiration of each relevant CBA. The CBAs are clear and unambiguous and the "durational clause" in Section 53.1 of the CBAs governs the time during which retirees are entitled to healthcare benefits under Section 39.4. *Kendzierski, supra.* Because no ambiguity exists within the four corners of the CBAs, extrinsic evidence may be not considered by the Court. *Id.* Therefore, Plaintiffs have not shown that the CBAs have been breached and they have failed to state a claim for breach of contract. MCR 2.116(C)(8).

Plaintiffs' claim of promissory estoppel also fails as a matter law and no factual development could possibly justify recovery. *Adair, supra;* MCR 2.116(C)(8). Because Plaintiffs have failed to establish legally justiciable claims for both breach of contract and promissory estoppel, declaratory relief will not be granted. *Fed Home L Mortgage Corp, supra.* Moreover, neither of the claims for breach of contract nor for promissory estoppel supports the remedy of injunctive relief. *Redmond, supra;* MCR 2.116(C)(8).

Finally, Plaintiff Brown has failed to satisfy his burden to bring forth evidence to demonstrate a genuine issue of material fact as to his start date under the COAM CBA. MCR

2.116(C)(10); *Quinto, supra.* Hence, Plaintiff Brown is not entitled to retiree healthcare benefits in any form. Accordingly, the Court grants the City's motion.

For the reasons stated in the foregoing opinion,

IT IS ORDERED that the motion for summary disposition filed by Defendant the City of Inkster hereby **GRANTED**;

IT IS FURTHER ORDERED that the complaint filed by Plaintiffs Henry Crump, Jr, John Knight, Jr., James Horne, Thomas Diaz, and Kenneth Brown is hereby **DISMISSED;**

IT IS FURTHER ORDERED that this resolves the last pending claim and **CLOSES** the case.

SO ORDERED.

DATED: 10/27/2021

/s/ Muriel D. Hughes 10/27/2021
Circuit Judge