STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

In the Matter of:

EASTERN MICHIGAN UNIVERSITY,
Public Employer-Respondent,

Case No. C02 D-101

-and-

EASTERN MICHIGAN UNIVERSITY CHAPTER, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS,
Labor Organization-Charging Party
______________________________________/

APPEARANCES:

Dykema Gossett, P.L.L.C., by James P. Greene, Esq., for the Respondent

Gregory, Moore, Jeakle, Heinen & Brooks, P.C., by James M. Moore, Esq., for the Charging Party

DECISION AND ORDER

On May 12, 2003, Administrative Law Judge (ALJ) Julia C. Stern issued her Decision and Recommended Order in the above matter finding that Respondent, Eastern Michigan University, failed to satisfy its duty to bargain over the granting of academic promotions to administrators in violation of Section 10(1)(e) of the Public Employment Relations Act (PERA), 1965 PA 379 as amended, MCL 423.210(1)(e). The ALJ recommended that Respondent be ordered to cease and desist and, upon demand, to bargain with Charging Party, the Eastern Michigan University Chapter of the American Association of University Professors. The Decision and Recommended Order of the ALJ was served upon the interested parties in accordance with Section 16 of PERA. Respondent filed timely exceptions to the ALJ's Decision and Recommended Order and a brief in support of the exceptions.

In its exceptions, Respondent contends that the ALJ erred in finding that it has a duty to bargain over the promotion of an assistant provost from associate professor to full professor. Respondent asserts that the ALJ erred in finding that the dispute is not "covered by" the parties' collective bargaining agreement. Respondent argues that the dispute centers on the interpretation of the contract and, therefore, should be remedied through the contractual grievance and arbitration procedure. Upon a careful and thorough review of the record, we find that these exceptions have merit.

Factual Summary:

We accept the findings of fact set out in the ALJ's Recommended Decision and Order and only summarize them here. Charging Party represents a bargaining unit composed of instructors, assistant professors, associate professors, and full professors. Excluded from this unit are administrators - department heads, deans, and provosts. In January 2002, Respondent promoted an assistant provost, Michael Harris, from associate professor to full professor. Harris had been an associate professor in Charging Party's bargaining unit before his appointment to the nonbargaining unit position of assistant provost. Charging Party alleges that Respondent committed an unfair labor practice when it promoted Harris to the rank of full professor without bargaining over its decision to grant the promotion.

Several provisions of the parties' collective bargaining agreement address the issues of faculty rank and transfers of faculty to or from nonbargaining unit positions. Article X, "Faculty Transfers to Administrative Appointments," at Paragraph 216 states that a faculty member appointed to an administrative position will be a nonbargaining unit employee for the duration of the administrative appointment. Under Paragraph 217, Respondent has the right to determine the terms and conditions of employment for nonbargaining unit employees, including faculty members holding administrative appointments. Article X, Paragraph 218 states: "Upon the expiration of his/her appointment to an Administrative position, the Faculty Member shall be returned to the Bargaining Unit and his/her former department and position." Paragraphs 219 and 220 give a faculty member returning to the bargaining unit after serving in an administrative position the right to be credited for time served as an administrator for purposes of applying for tenure, promotion, sabbatical leave and fellowships, and the corresponding right to be credited for any scholarly or creative activity undertaken while serving as an administrator. Paragraph 422 in Article XIV of the parties' contract provides:

> Faculty rank in any department shall be granted to a non-Bargaining Unit employee only after providing for the input of the Faculty Members of the department in which rank is being considered, consistent with the provisions of the input system established in accordance with Article XIII.

Paragraph 423 states:

> A regular non-Bargaining Unit employee not previously a member of the Bargaining Unit but who has Faculty rank at EMU and is transferred into the Bargaining Unit shall be considered as a probationary employee for a period of time consistent with his/her rank. This requirement may be waived by EMU and by a majority vote of the Faculty Members of the department in which the rank is to be held. Said vote may be conducted at the time of initial appointment as a non-Bargaining Unit employee or at some later time.

Discussion and Conclusions of Law:

The ALJ concluded that Respondent had a duty to bargain with Charging Party on the subject of Harris' promotion. We disagree. The parties' collective bargaining agreement restricts Respondent's right to grant faculty rank to nonbargaining unit employees. It does not

directly address Respondent's right to promote nonbargaining unit employees who have attained faculty rank. As noted, Harris had attained faculty rank before his appointment to the nonbargaining unit position of assistant provost.

Notwithstanding any question regarding Respondent's bargaining obligation with respect to nonbargaining unit employees, the aforementioned provisions of Articles X and XIV of the parties' contract establish that the parties bargained, and Respondent retained the right to determine the terms and conditions of employment for nonbargaining unit employees, including faculty members holding administrative appointments. The past practice discussed by the ALJ is not instructive and does not modify the plain language of the contract.

The real dispute between these parties relates to Harris' status if and when he returns to a bargaining unit position. Any question as to the effect of Harris' promotion upon his return to the bargaining unit is anticipatory and is arguably one of contract interpretation subject to the dispute resolution procedure in the parties' agreement. The Commission has held that it will not find a violation of PERA based on the duty to bargain when the parties have a bona fide dispute over the interpretation of their contract. *Village of Romeo*, 2000 MERC Lab Op 296, 298; *City of Detroit (Wastewater Treatment Plant)*, 1993 MERC Lab Op 716, 719.

ORDER

The unfair labor practice charge is dismissed.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

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Nora Lynch, Commission Chairman

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Harry W. Bishop, Commission Member

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Nino E. Green, Commission Member

Dated: ____________

NOTICE TO EMPLOYEES

After a public hearing before the Michigan Employment Relations Commission, Eastern Michigan University has been found to have committed an unfair labor practice in violation of the Michigan Public Employment Relations Act (PERA). Pursuant to the terms of the Commission's order,

WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT unilaterally implement new terms or conditions of employment by granting academic or bargaining unit promotions to employees outside the bargaining unit represented by the Eastern Michigan University Chapter of the American Association of University Professors.

WE WILL, upon demand, bargain with the above labor organization over the practice of granting such promotions

WE WILL, pending satisfaction of its obligation to bargain, rescind all academic promotions granted to administrators, including the promotion granted to Michael Harris in January 2002, or acknowledge that these promotions shall not be recognized if the individuals involved enter or return to the bargaining unit.

EASTERN MICHIGAN UNIVERSITY

By: ____________________________

Title: ____________________________

Date: ____________

This notice must be posted for a period of 30 consecutive days and must not be altered, defaced or covered by any material. Any questions concerning this notice or compliance with its provisions may be directed to the office of the Michigan Employment Relations Commission, Cadillac Place, 3026 W. Grand Blvd, Suite 2-750, P.O. Box 02988, Detroit, Michigan 48202. Telephone: (313) 456-3510

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APPEARANCES:

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DECISION AND RECOMMENDED ORDER
I. OF
ADMINISTRATIVE LAW JUDGE

Pursuant to Sections 10 and 16 of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, MCL 423.210 and 423.216, this case was heard at Detroit, Michigan, on July 31, 2002, before Julia C. Stern, Administrative Law Judge for the Michigan Employment Relations Commission. Based upon the entire record, including post-hearing briefs filed by the parties on October 11, 2002, I make the following findings of fact, conclusions of law, and recommended order.

The Unfair Labor Practice Charge and Respondent's Motion for Summary Dismissal:

The Eastern Michigan University Chapter of the American Association of University Professors filed this charge against Eastern Michigan University on April 29, 2002. Charging Party represents a bargaining unit of tenured and tenure-track college faculty, and certain other positions with faculty rank, employed by the Respondent. Charging Party alleges that in January 2002, Respondent violated its duty to bargain under Section 10(1)(e) of PERA when it promoted its assistant provost, Michael Harris, to the rank of full professor in Respondent's department of political science. According to Charging Party, by giving a non-unit employee a promotion

within the bargaining unit, Respondent unilaterally altered an existing condition or implemented a new term of employment.

Respondent made motion for summary dismissal on the day of the hearing. Respondent asserted that the parties' contract gave it the right to award a promotion to the assistant provost. Respondent argued that the charge involved only a good faith dispute over the proper interpretation of the contract. Charging Party responded that the contract did not cover the awarding of a bargaining unit promotion to non-unit member. I held Respondent's motion in abeyance pending development of a record.

Facts:

Charging Party's bargaining unit includes instructors, assistant professors, associate professors, and full professors. Excluded from this unit are administrators - department heads, deans, and provosts.

Applicable Contract Provisions

Under Article XIV of the parties' collective bargaining agreement, faculty are promoted from instructor to assistant professor and thereon until they reach the rank of full professor. Promotions within the bargaining unit are called academic promotions. Under Article VII (D)(2), a faculty member's rank and length of service in that rank affects his or her "retention priority" in case of layoffs.

Article XIV sets forth the number of years that a faculty member must have served at a particular rank, as well as the type of degree he or she must hold, before becoming eligible for promotion at each rank. Article XV states that professors must be evaluated by faculty members in their departments before receiving academic promotions. Article XV describes the procedures for conducting an evaluation, and sets forth standards for service, instructional effectiveness, and scholarly activity required for promotion. Each department within the University also has a departmental evaluation document setting out standards and criteria for academic promotion within that department. Pursuant to Article XIII, faculty members appointed by Charging Party sit on a committee that reviews all departmental evaluation documents.

Paragraph 422 in Article XIV has been included in the parties' contracts since at least 1976: [1]

> Faculty rank in any department shall be granted to a non-bargaining unit employee only after providing for the input of the Faculty Members of the department in which rank is being considered, consistent with the provisions of the input system established in accordance with Article XIII.

[1] The parties' collective bargaining agreement is divided into articles and subsections. Paragraphs in the contract are also numbered consecutively, for easier reference.

Paragraph 422 is followed by paragraph 423:

> A regular non-bargaining unit employee not previously a member of the bargaining unit but who has Faculty rank at EMU and is transferred into the bargaining unit shall be considered as a probationary employee for a period of time consistent with his/her rank. This requirement may be waived by EMU and by a majority vote of the Faculty Members of the department in which the rank is to be held. Said vote shall be conducted at the time of the initial appointment as a non-bargaining unit employee or at some later time.

Article X is entitled "Faculty Transfers to Administrative Appointments." Paragraph 216 of Article X states that a faculty member appointed to an administrative appointment will be a non-bargaining unit employee for the duration of the administrative appointment. Paragraph 217 emphasizes that Respondent has the right to determine the terms and conditions of employment for non-bargaining unit employees, including faculty members holding administrative appointments. Paragraphs 218 states that "upon the expiration of his/her appointment to an administrative position, the faculty member shall be returned to the bargaining unit and his/her former department and position." Paragraphs 219 and 220 give a faculty member returning to the bargaining unit after serving in an administrative position the right to be credited for time served as an administrator for purposes of applying for tenure, promotion, sabbatical leave and fellowships, and the corresponding right to be credited for any scholarly or creative activity undertaken while serving as an administrator.

Past Practice

Cheryll Conklin has been Charging Party's executive director since 1982. She testified that before 2002, Respondent granted faculty rank under paragraph 422 to several individuals while they were administrators. However, according to Conklin, Respondent had hired all these individuals as administrators. Therefore, none of them had previously possessed faculty rank at the University. Conklin testified that before January 2002, Respondent had never granted an academic promotion to an administrator. According to Conklin, in 1995 or 1996, the dean of the physical education department asked faculty members in that department to evaluate him for an academic promotion. The faculty refused, and the department head did not pursue the matter. Conklin also testified that in late 2000 or early 2001, faculty members in the chemistry department were asked to evaluate for promotion an associate dean who had formerly been a member of that department. When Conklin asked Respondent's human resources office about the matter, she was told that this was a "non-issue," and that the associate dean had already received an administrative promotion.

David Tammany, Respondent's Assistant Vice President for Academic Affairs/Human Resources, testified that Arsat Tessema, a finance professor, received a promotion while he was an administrator that the parties recognized as an academic promotion when Tessema returned to the bargaining unit. In July 1989, while he was still teaching, Tessema was promoted from assistant to associate professor. In April 1990, Tessema became department head. When Tessema became an administrator, Respondent's provost granted him a promotion to full

professor. Under the collective bargaining agreement, Tessema did not have enough service credits to apply for an academic promotion in April 1990. The faculty did not evaluate Tessema before he received the 1990 promotion, and Respondent did not notify Charging Party of the promotion. Tessema returned to teaching in 1996 as a full professor. At the time of Tessema's return to the bargaining unit, Respondent's human resources office sent Conklin a fax containing its calculations as to what Tessema's salary should be; these calculations included the dates of Tessema's promotions to assistant professor and full professor. Conklin did not recall receiving this fax. According to Conklin, she did not remember what Tessema's rank had been before Respondent appointed him department head, and she assumed he had been promoted to full professor before leaving the bargaining unit.

Harris' Promotion

In 1999, Michael Harris, then an associate professor in the political science department, accepted the position of associate provost. When the provost appointed Harris to this position, he also gave Harris the rank of full professor. Respondent did not notify Charging Party of this action, and the faculty of the political science department did not evaluate Harris for this promotion. However, both Harris and the provost considered Harris' promotion to be an academic promotion.

In December 2001, faculty members in the political science department were notified that they were to evaluate Harris for promotion to the rank of full professor. Some of them contacted Conklin, expressing concern that if they refused to award Harris the promotion, their action might have an impact on their department's budget. Conklin spoke to Tammany. She told him that as far as she was aware, an administrator had never been given an academic promotion. Tammany told Conklin that he would find out why the faculty had been asked to evaluate Harris. He also remarked to Conklin that Respondent could make Harris "king" if it wanted to, but that this would not be an academic promotion.

In mid-January 2002, the head of the political science department again asked the faculty to evaluate Harris. Conklin asked Respondent's human resources department what was going on. In response, on January 14, 2002, Respondent faxed Conklin copies of four memos. These memos disclosed, first, that on or about December 12, 2001, Harris asked Rhonda Kinney, the head of the political science department, to ask the political science faculty to evaluate him. Harris mentioned that he had received an inquiry from faculty about his referring to himself as a full professor in the department. Harris took the position that he had already received an academic promotion, but asked for the evaluation "out of respect and appreciation to our colleagues." On December 17, Tammany sent Kinney a memo indicating that he had told Charging Party that Harris' previous promotion was an administrative promotion, and, therefore, not a contractual matter. Tammany told Kinney, however, that he had reviewed Harris' instructional, service and scholarly accomplishments and believed it would be a "disservice" to Harris not to ask the faculty to evaluate him for an academic promotion.

On January 11, 2002, a faculty committee recommended to the political science faculty that they refuse to evaluate Harris. On January 12, 2002, Tammany sent Kinney a memo responding to the committee's objections. In this memo, Tammany admitted that if Harris were

to return to the bargaining unit, his promotion to full professor would change his position in the order of faculty layoffs. Tammany stated, however, that he was unaware of any contract provision stating that former faculty who are given an advanced rank when they serve in administrative roles must return to the faculty at the rank they held when they were transferred out of the bargaining unit. Tammany argued that Article X was silent as to whether a former faculty member could receive an academic promotion while out of the unit and return to the unit at his new rank, and that Respondent had the right to take actions not specifically prohibited by the contract. Tammany also argued that Harris could be granted an academic promotion under paragraph 422, since that paragraph did not distinguish between individuals who had been faculty members before their transfers to administrative positions and individuals who had come directly to the University as administrators.

Despite the committee's recommendation, the political science faculty met to evaluate Harris on January 14, 2002. The faculty voted to communicate to Tammany that Harris met the department's criteria and standards for promotion to the rank of full professor, but that Harris did not meet the years of service requirement for promotion to full professor set out in Article XIV of the contract, i.e., five years as an associate professor.[2] In a memo to Tammany dated that same day, Kinney stated that the department "recognizes that [Harris'] years of teaching since his last promotion, together with his service rank credit as an administrator, should be credited to him should he return to the faculty."

On January 25, 2002, Harris received a letter from the provost promoting him to the rank of full professor in the political science department.

Discussion and Conclusions of Law:

As noted above, Charging Party alleges that by granting a bargaining unit promotion to an administrator not in the unit, Respondent unilaterally altered or established a new term or condition of employment. Respondent asserts that the instant dispute is solely a dispute over contract interpretation, and that paragraph 422 of the contract gives it the right to award academic promotions to administrators.

An employer may defend against a charge that it has unilaterally altered working conditions by arguing that it has fulfilled its duty to bargain by negotiating for a provision in the collective bargaining agreement that fixes the parties' rights and forecloses further mandatory bargaining. *Port Huron EA v Port Huron Area S.D.,* 452 Mich 309, 318, (1996). In *Port Huron,* the Court noted that where the matter is "covered by" the agreement, the union has already exercised its bargaining right. According to the Court, the Commission's initial charge is to determine whether the agreement "covers" the dispute. If it does, the enforceability of the provision is left to the parties' contractual grievance mechanism. *supra,* at 321.

The Commission has long held that while a violation of a labor agreement is not an unfair labor practice, per se, it has the jurisdiction to interpret a collective bargaining agreement when

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[2] Harris satisfied the service credit requirements in the contract only if his time as an administrator was counted.

necessary to determine whether an unfair labor practice has been committed. *City of Detroit (Wastewater Treatment Plant),* 1993 MERC Lab Op 716; *University of Michigan* 1971 MERC Lab Op 994. Where the parties disagree over whether an issue is "covered" by their contract, the Commission must interpret the contract to resolve this dispute. For example, before issuing its decision in *Port Huron,* the Supreme Court remanded to the Commission to determine whether the parties' contract gave the Employer the authority to prorate its payment of insurance premiums for teachers hired after the beginning of the school year. The Commission concluded that the contract, read as a whole, allowed the Employer to take this action. *Port Huron School District,* 1995 MERC Lab Op 42. The Court, agreeing with the Commission's interpretation of the contract, concluded that the Employer had satisfied its obligation to bargain because the topic of proration was covered by the agreement.

Respondent relies on *Sanilac County Board of Commissioners*, 1993 MERC Lab Op 750, to support its position that the instant case presents only a contract interpretation dispute. *Sanilac* was decided before the Supreme Court's *Port Huron* decision. However, the administrative law judge's analysis of the issues in that case was consistent with principles articulated in *Port Huron*. In *Sanilac*, the Employer argued that contract language giving it the right to "establish classifications of work and the number of personnel required" gave it the right to unilaterally reclassify four positions. The administrative law judge agreed with the Employer's reading of the contract. He held that the provision was "a contractual grant to the Employer, after bargaining, of the right to make a unilateral determination." After concluding that the dispute was covered by the contract, the administrative law judge held that the dispute must be resolved through the grievance arbitration mechanism of the collective bargaining agreement. The Commission adopted the administrative law judge's decision when no exceptions were filed. See also, *City of Detroit*¸ 2001 MERC Lab Op 234, in which the Commission agreed with the Employer that the contract gave it the right to require employees to use their own vehicles on the job and held that the dispute was, at best, a bona fide dispute over the interpretation of contract language.

Respondent contends that paragraph 422 is unambiguous. According to Respondent, the right to "grant faculty rank" clearly includes the right to promote an individual from one faculty rank to the next. Therefore, paragraph 422 gives Respondent the right to grant an academic promotion to any non-bargaining unit employee, as long as input is sought from the affected department's faculty members. According to Charging Party, while paragraph 422 gives Respondent the right to grant faculty rank, it does not give it the right to grant a bargaining unit promotion to a non-unit employee who already holds faculty rank. According to Charging Party Article XIV, paragraph 422, applies only to individuals hired as administrators from other institutions and who, therefore, lack faculty rank at the University.

I must first determine whether the instant dispute is covered by the collective bargaining agreement. A contract is unambiguous if it fairly allows but one interpretation. *Morley v Auto Club,* 458 Mich 459, 4645 (1998). I find that paragraph 422 is ambiguous because if fairly read, it leads to two reasonable but conflicting interpretations. Respondent reasonably argues that paragraph 422 gives it the right to grant any faculty rank to a non-unit employee, i.e. to promote a non-unit employee with faculty rank to a higher rank. Charging Party's interpretation – that "grant faculty rank" refers to the initial bestowal of faculty rank on a non-unit employee who has not possessed one – is equally reasonable. Where language is a collective bargaining agreement

is ambiguous, the disputed portions must be read in light of the entire agreement to ascertain and give effect to the parties' mutual intent. Elkouri & Elkouri, *How Arbitration Works,* 492-493 (5th ed. 1985). I agree with Charging Party that the placement of paragraph 422 within the contract supports its position that paragraph 422 was intended to apply only to the initial grant of faculty rank to individuals hired from other institutions as non-unit employees. Paragraph 422 is not part of Article X, which covers the promotion rights of faculty who return to the unit after holding an administrative appointment. Moreover, paragraph 422 appears in Article XIV under the heading "appointments and reappointments," and not in the section of that article titled "promotions." I also find it significant that paragraph 422 is followed by a provision, paragraph 423, which clearly applies only to individuals hired from other institutions into non-bargaining positions and granted faculty rank while in those positions. Based on the above, I conclude that the granting of an academic promotion to a non-unit employee is not covered by paragraph 422 of the parties' contract.

An employer has no obligation to bargain over a permissive subject of bargaining. *Metropolitan Council 25 v Center Line,* 414 Mich 642, 652 (1981). Respondent has the right, by contract and under PERA, to set the terms and conditions of employment of administrators outside the bargaining unit. However, the parties agree that unlike an administrative promotion, an academic promotion means that the administrator carries his or her new rank with him if he decides to return to the bargaining unit. Under Article VIII, paragraph 163 through 165 of the contract, both a faculty member's rank and the length of time he has held his rank affect his priority for retention in the case of layoff. Therefore, if a non-unit employee who has been granted an academic promotion later returns to or enters the unit, the promotion and date of the promotion affects the employment rights of others in the unit. I conclude that granting an academic promotion to an administrator affects the terms and conditions of employment of the bargaining unit and is, therefore, a mandatory subject of bargaining.

Charging Party asserts that there was an established practice of not granting academic promotions to non-unit employees. Respondent maintains that to the extent that there was a practice, it was to allow such promotions. In order to create a term or condition of employment through past practice, the practice must be mutually accepted by both parties. There must also be at least tacit agreement that the practice will continue. *Amalgamated Transit Union v Southeastern Michigan Transportation Authority,* 437 Mich 441, 454 (1991). Charging Party cites two incidents that it claims establish the past practice. In the first, a department head apparently abandoned his effort to obtain an academic promotion after the department's faculty objected. In the other, faculty members in the chemistry department were asked to evaluate an associate dean, but the request was withdrawn. I conclude that these incidents do not establish that the parties had a tacit agreement that Respondent could not grant an academic promotion to an administrator. On the other hand, I find that there was no mutually accepted past practice of awarding such promotions. It appears that in 1994, Arsat Tessema returned to the bargaining unit with a promotion he was granted while serving as department head. However, Respondent did not seek faculty input for Tessema's promotion, as it admits that it is required to do under paragraph 422 of the contract, and it did not notify Charging Party of the promotion at the time it was made.

Even if there is no established practice, an employer has a duty to bargain over the implementation of a new term of employment. See, e.g., *City of* Detroit, 1990 MERC Lab Op 67 (new drug testing policy). As noted above, I conclude in this case that Respondent did not satisfy its duty to bargain over the granting of academic promotions to administrators by agreeing to paragraph 422. Consequently, I conclude that Respondent had a duty to bargain over this new term of employment, i.e., the granting of an academic promotion to the assistant provost.

In summary, I conclude: (1) that the granting of an academic promotion to non-unit employee is a mandatory subject of bargaining in this case; (2) that this subject was not "covered by" the parties' contract; (3) that the parties had no established past practice with respect to this issue; (3) that by granting Harris the promotion on January 25, 2002, Respondent unilaterally implemented a new term or condition of employment. I recommend that the Commission issue the following order.

RECOMMENDED ORDER

Respondent Eastern Michigan University, its officers and agents, are hereby ordered to:

1. Cease and desist from unilaterally implementing new terms or conditions of employment by granting academic or bargaining unit promotions to employees outside the bargaining unit.

2. Upon demand, bargain with the Eastern Michigan University Chapter of the American Association of University Professors over the practice of granting such promotions

3. Pending satisfaction of its obligation to bargain, rescind all academic promotions granted to administrators, including the promotion granted to Michael Harris in January 2002, or acknowledge that these promotions shall not be recognized if the individuals involved enter or return to the bargaining unit.

4. Post the attached notice to employees in conspicuous places on Respondent's premises for a period of 30 consecutive days.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

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Julia C. Stern
Administrative Law Judge

Dated: _______________