STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

In the Matter of:

NORTHERN MICHIGAN UNIVERSITY,
Public Employer,

Case No. R10 E-054

-and-

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS,
NORTHERN MICHIGAN UNIVERSITY CHAPTER,
Labor Organization-Petitioner.
_____/

APPEARANCES:

Dykema Gossett, PLLC, by James P. Greene, for the Public Employer

Gregory, Moore, Jeakle & Brooks, PC, by Gordon A. Gregory, for the Labor Organization-Petitioner

DECISION AND DIRECTION OF ELECTION

Pursuant to § 12 of the Public Employment Relations Act (PERA or Act), 1965 PA 379, as amended, MCL 423.212, this case was assigned to Doyle O'Connor, Administrative Law Judge of the Michigan Administrative Hearing System, acting on behalf of the Michigan Employment Relations Commission. Pursuant to §§ 13 and 14 of PERA, and based upon the entire record, including the stipulations of fact and timely post-hearing briefs filed on March 7, 2011, the Commission finds as follows:

The Petition:

An election petition was filed by the American Association of University Professors, Northern Michigan University Chapter (the Union), seeking to accrete to their existing unit of full-time faculty all adjunct faculty who have been employed to teach a minimum of sixteen credit hours total over the previous two years. The Employer, Northern Michigan University, challenged only the minimum required credit hours component of the unit description, asserting that an election should be conducted on the question of accreting a somewhat larger unit comprised of all adjunct faculty who have been employed to teach a minimum of 12 credit hours total over the previous two years.

Positions of the Parties and Findings of Fact:

As there were no facts in dispute, the parties waived holding a hearing and jointly submitted stipulations of fact and exhibits, followed by briefs from both parties setting forth their legal arguments. The stipulation by the parties, in relevant part, is set forth below:

> It is stipulated and agreed between Northern Michigan University (herein "Employer") and the American Association of University Professors, Northern Michigan University Chapter (herein "Petitioner") as follows:
>
> Introduction
>
> Petitioner is the certified and recognized exclusive collective bargaining representative for an appropriate unit described as:
>
> > All full-time Northern Michigan University faculty members who hold academic rank as Instructor, Assistant Professor, Associate Professor, or Professor, Professional Librarian, Counselor, or Special Instructor.
>
> Specifically excluded from the unit are:
>
> > All persons not holding academic rank, Graduate Assistants, Tutorial Assistants, Visiting Faculty, Department Heads, Assistant Deans, Associate Deans, Deans, Assistant and Associate Vice Presidents, Vice Presidents, Associate Provosts, Provost and Vice President for Academic Affairs, President, and any other supervisors as provided in applicable Michigan labor law.
>
> The Employer and Petitioner are parties to a collective bargaining agreement for the term of 2009 to 2012. A copy of the Agreement [was provided to the Commission and marked as Exhibit A].
>
> * * *
>
> The parties agree that this Stipulation constitutes the "record" in the case.
>
> Facts and Issue
>
> With but one exception, the parties have agreed to the scope and composition of the bargaining unit, its accretion to the existing unit, and election procedures. [Provided to the Commission and marked as Exhibit B was] the parties' agreement regarding these matters.
>
> As set forth in the second paragraph of Exhibit B, the issue presented for determination is whether adjunct faculty eligibility for unit inclusion should be for those who previously taught 12 or 16 or more credits in some period of six

consecutive academic sessions. The Petitioner proposes 16 credits. The Employer asserts the minimum should be 12 credits.

[Provided to the Commission and marked as Exhibit C was] data prepared by the Employer which recreates teaching loads for adjunct faculty during the eligibility qualification period agreed upon by the parties. The data is based on employment beginning with the 2007 Fall semester and including Fall 2009, Winter 2010, Summer 2010 and Fall 2010. Information is offered for 2006-07 to show recurring appointments.

The tables at page 19 of Exhibit C summarize the number of eligible adjuncts on the basis of 12 or 16 credits. "NMU" refers to the Employer and "CCF" to the Coalition of Contingent Faculty, an organizing committee, not a labor organization.

As set forth in the Exhibit, the Employer asserts the [proposed accretion to the existing] unit should be comprised of 116 adjuncts, and the Petitioner requests 86, a difference of 30.

Aside from credit hours taught, there are no distinctions in the wages, hours, and other terms and conditions of employment of adjunct faculty who teach 12-16 hours. Terms and conditions of employment for adjunct faculty, including those teaching 12-16 credits, are as follows:

> 1. Pay is based upon credit hours taught and varies by discipline and department.
>
> 2. Hours of employment vary by school and department and class schedules and are integrated with classes taught by regular faculty.
>
> 3. Adjuncts report to Department Heads, Deans or Directors as determined by each school or department in the same manner as regular faculty.
>
> 4. Adjuncts do not receive the same fringe benefits as full-time faculty such as retirement, life insurance, health insurance, tuition reimbursement, or recreation memberships.
>
> 5. Some adjuncts have offices, some share offices in the same area as regular faculty.
>
> 6. Adjuncts prepare a class syllabus and do student grading the same as regular faculty.
>
> 7. Adjuncts are not required to engage in scholarship, research or service activity. Participation in departmental activity is determined by the Department Head and the regular faculty.

Regular full-time faculty normally teach 12 credit hours per semester, 24 credit hours per academic year, and 48 credit hours over a period of six consecutive academic sessions.

The parties additionally jointly submitted the following description of their joint and respective positions regarding the unit composition and election issues:

EXHIBIT B

UNIT DEFINITION

Accrete to the American Association of University Professors Northern Michigan University Chapter (hereinafter the Association), all persons employed by Northern Michigan University (hereinafter NMU) to teach an NMU class for which a numerical credit equivalent has been established pursuant to collective bargaining agreements, policy or practice (hereafter a credit bearing course), who are eligible as provided herein and who are not excluded as provided herein.

A person employed by NMU as a contingent faculty member to teach a credit bearing course shall be *eligible* to accrete to the Association if they have *previously* taught [twelve (12) per NMU Proposal] [sixteen (16) per Coalition of Contingent Faculty and AAUP bargaining unit] or more credits in *some* period of six *consecutive* academic sessions defined as the fall session, the winter session or either of the two summer sessions. Persons eligible to accrete to the Association shall lose their eligibility if for a period of six consecutive academic sessions they are not employed to teach a credit bearing course and such persons shall remain ineligible until having reestablished eligibility.

Specifically excluded from the unit are: All persons not holding academic rank, Undergraduate Students, Graduate Assistants, Tutorial Assistants, faculty with a "TAS" rank designation, Coaches or Assistant Coaches, Visiting Faculty, Department Heads, Assistant Deans, Associate Deans, Deans, Assistant and Associate Vice Presidents, Vice Presidents, Associate Provosts, Provost and Vice President for Academic Affairs, President, and any other supervisors as provided in applicable Michigan labor law, confidential employees as provided in applicable Michigan labor law, and NMU employees currently represented as part of a certified NMU collective bargaining unit who are barred from membership according to the terms of their collective bargaining agreement.

The Election

The parties agree to arrange a representation election as soon as practicable for MERC, to be conducted by mail ballot, with other details to be agreed upon in consultation with MERC. All employees meeting the unit definition based upon employment from the 2007 fall semester onward and on the payroll at any time

between October 1, 2009 and October 2, 2010 shall be eligible to vote, including those whose employment has ended prior to the election.

The joint stipulations of fact, taken together with the jointly submitted exhibits, are sufficient for our resolution of this matter.

Discussion and Conclusions of Law:

The starting premise of any decision in a representation case must be the reaffirmation that the fundamental function of the adoption of PERA in 1965 was to recognize and codify the right of public employees to collectively designate an exclusive bargaining agent through whom their employer must deal with the workforce collectively, rather than individually. See *City of Detroit*, 23 MPER 94 (2010); MCL 423.209 & 423.211. PERA was enacted at the specific command of the people of Michigan, acting through their Constitutional Convention to adopt Const 1963, art 4, § 48. The statute was described by the Legislature as intended to "declare and protect the rights and privileges of public employees," with the fundamental Section 9 right being the right of employees to act through "representatives of their own free choice." MERC is "the state agency specially empowered to protect employees' rights." *Ottawa Co v Jaklinski*, 423 Mich 1, 24 n10 (1985). The statute, as adopted, did not codify rights of employers or of labor unions, other than as derivative of employee rights. Rather, PERA placed restrictions on the conduct of employers and unions, in furtherance of the paramount statutory right of employees to collectively designate an exclusive bargaining agent. *Leelanau Co*, 24 MPER 19 (2011); *City of Detroit*, 23 MPER 94 (2010); *Oakland Co & Oakland Co Sheriff*, 20 MPER 63 (2007), aff'd 282 Mich App 266 (2009).

The representation petition procedure was created by statute as one mechanism for the vindication of the Section 11 right of employees to designate or select an exclusive representative "in a unit appropriate for such purposes." In making unit placement decisions, while remaining mindful of the goal of forming the largest practical bargaining unit, we must give primary adherence to the statutory command that we "insure public employees the full benefit of their right to self-organization, to collective bargaining and otherwise to effectuate the policies" of PERA. MCL 423.213. In so doing, we must consider whether the differing unit compositions proposed by the Union and by the Employer are appropriate.

Here, the distinction is between the Union's petition for the inclusion of adjunct faculty who work a minimum of sixteen credit hours during a six semester consecutive period versus the Employer's proposed expansion of the unit to include those teaching a minimum of twelve credit hours during that same consecutive period. The difference in scope is approximately eighty-six part-time positions being added to the existing unit of full-time faculty under the Union's proposal versus approximately 118 positions to be added under the Employer's proposal.

While the Union acknowledges that there are no significant differences in wages or working conditions between the adjuncts who teach sixteen or more credit hours and those who teach between twelve and fifteen credits, Petitioner contends that the adjuncts teaching sixteen credits have a significant community of interest with regular faculty that is not shared by the adjuncts who teach twelve credits. Since there is no difference between the units proposed by

the Union and the Employer, other than the number of credit hours taught by the positions at issue, we must first determine whether the difference in credit hours affects the appropriateness of the unit. Here the question is whether the positions in question are part-time positions with a substantial and continuing interest in employment or casual with no real continuing interest in the terms and conditions of their employment.

We have long held that part-time employees who enjoy a regularity and continuity of employment may share a community of interest with full-time employees and may be appropriately accreted to a bargaining unit of full-time employees. See e.g. *Livonia Pub Sch*, 1989 MERC Lab Op 190; 2 MPER 20051(1989); *Lansing Cmty Coll*, 1971 MERC Lab Op 1062, 1070; *Southwestern Michigan Coll*, 1969 MERC Lab Op 89. Where there is evidence that the part-time employees have a substantial and continuing interest in their employment we will include them in a unit of full-time and regular part-time employees. *Hastings Area Sch Dist*, 17 MPER 55 (2004); *Livonia Pub Sch*, 1989 MERC Lab Op 190; 2 MPER 20051(1989). On the other hand, part-time employees will not be eligible for inclusion in a bargaining unit with full-time employees if their employment is casual and they have no real continuing interest in the terms and conditions of employment. See *City of Livonia*, 20 MPER 106 (2007); *Holland Pub Sch*, 1989 MERC Lab Op 584; 2 MPER 20106 (1989).

We have previously considered the number of hours that must be taught by part-time college or university faculty to determine whether they share a community of interest with full-time faculty on a number of occasions. In *Southwestern Michigan Coll*, 1969 MERC Lab Op 89, our predecessor, the Labor Mediation, found that part-time faculty who taught half of the average teaching load of full-time faculty had a community of interest with their full-time colleagues and included them in the same bargaining unit. Later, in *Lansing Cmty Coll*, 1971 MERC Lab Op 1062, 1070, relying on decisions by the National Labor Relations Board (NLRB or Board), this Commission included part-time faculty who taught one fourth of the average teaching load of full-time faculty in the bargaining unit with the full-time faculty.

In *Eastern Michigan Univ*, 1972 MERC Lab Op 118, the administrative law judge (ALJ) found that it was not appropriate to include part-time and temporary lecturers in the same bargaining unit with permanent full-time tenure stream faculty. The Commission, while explicitly accepting the ALJ's findings of fact, concluded that part-time lecturers teaching six or more hours in two consecutive semesters should be included in the bargaining unit with the full-time faculty members. The Court of Appeals reversed and remanded the matter, finding the Commission's decision to be inconsistent with the findings of fact it had adopted. The Court ordered the Commission to modify its decision to conform to the definition of the ALJ[1].

In *Michigan State Univ*, 1982 MERC Lab Op 640, the Commission considered a petition to include non-tenure part-time and temporary faculty in a bargaining unit with tenure stream faculty. The Commission noted that by stipulating to a broader unit than the one at issue in the 1972 *Eastern Michigan* case, the parties implicitly recognized that a community of interest could exist between tenure stream teaching faculty and other groups with different responsibilities and privileges. There, the Commission included part-time teaching staff in the bargaining unit unless they were employed "less than 50% time or for less than six months in a twelve month academic

[1] *Eastern Michigan Univ Regents v Eastern Michigan Univ Professors*, 46 Mich App 534 (1973).

year." *Michigan State Univ* at 651.

In 1993, the litigation over Eastern Michigan University's lecturers from the early 1970's, was revisited in the context of an unrepresented residual group of teaching employees. In *Eastern Michigan Univ*, 1997 MERC Lab Op 312 (EMU I); 10 MPER 28044, the parties stipulated that the issue was "are lecturers employed for five (5) credit hours or more whose employment is not guaranteed beyond one semester but who have been appointed for two (2) consecutive semesters (excluding Spring and Summer semesters) eligible to form and participate in a unit for collective bargaining if they are reappointed and employed for a third consecutive semester (excluding Spring and Summer semesters)?" Upon review of the facts stipulated to by the parties, the Commission found the proposed group was not an appropriate bargaining unit, stating at 1997 MERC Lab Op 317:

> The list of main campus lecturers supplied with the stipulation of the parties indicates that the [e]mployer employed 1022 lecturers during the four-year period from 1992-1996, but only 150 to 175 would qualify for inclusion in the proposed unit. A large majority of those who qualified worked only the three consecutive semesters, and thereafter would have been excluded from the unit for lack of teaching hours. This means that most of these lecturers would be in the unit for only one semester, and then excluded the next semester due to lack of an appointment, while at the same time a few more might be qualifying for inclusion. Such fluctuation would make the negotiation and administration of contract benefits difficult to say the least. This is much different than the usual unit situation where there are fluctuations in an employment complement, but where there is a steady, ongoing work force and those employees on layoff retain at least some right to recall.
>
> The very small number of lecturers who have some regularity to their employment is insufficient, we find, to constitute a stable and identifiable unit of lecturers for whom a collective bargaining relationship could be reasonably maintained and administered.

Two years later, in *Eastern Michigan Univ*, 1999 MERC Lab Op 550, (EMU II); 13 MPER 31017 (1999), the Commission re-examined the question of whether the lecturers at Eastern Michigan University could form a stable bargaining unit. Although the circumstances of the lecturers' appointments had not changed in the intervening years, the proposed unit was defined differently in the later case. In EMU II, the proposed unit included those lecturers who had received a full-time appointment, as the evidence indicated that employees who had gone from part-time to full-time were more likely to be repeatedly reappointed. Also, the record in EMU II indicated that some members of the proposed bargaining unit had taught for the employer between ten and twenty years. Therefore, the Commission found that the proposed unit was a stable and identifiable group of lecturers whose employment history was such that they could constitute a unit in which a collective bargaining relationship could reasonably be maintained and administered.

The Commission next looked at the question of whether part-time or adjunct faculty members could form a stable bargaining unit in *Macomb Cmty Coll*, 16 MPER 35 (2003). There

the Commission relied on past NLRB decisions finding part-time faculty members who worked twenty-five percent of the workload of full-time faculty members could be considered regular part-time employees with a substantial and continuing interest in employment such that they could form an appropriate bargaining unit. See *Catholic Univ of America*, 201 NLRB 929 (1973), rev'd on other grounds 205 NLRB 130 (1973), and *Univ of Detroit*, 193 NLRB 566 (1971). However, we noted that the Board declined to include per course part-time faculty in a bargaining unit with full-time faculty and prorated part-time faculty in *Kendall Coll v NLRB*, 570 F2d 216 (1978). In *Macomb*, we found that over half of the proposed bargaining unit members had taught consecutive semesters for at least ten years. Thus, we found that those employees clearly had a substantial interest in continued employment. We held that since the issue before us was limited to the question of whether Macomb's part-time faculty had a sufficient interest in continued employment to form a stable bargaining unit, and not whether they had a community of interest with full-time employees, we would apply the twenty-five percent guideline used by the NLRB in its earlier cases rather than the standard applied in the *Kendall Coll* case.

The Employer argues that the equation for inclusion of adjunct faculty relied on in *Macomb Cmty Coll* to distinguish "regular" part-time faculty from "casual" faculty should apply here. It asserts that to do otherwise would be a significant departure from the standard set in *Macomb* and would deprive the excluded part-time faculty from exercising their rights to participate in collective bargaining.

This matter is distinguishable from *Macomb* on a number of points. The issue in *Macomb Cmty Coll* was the effort to create a separate unit of adjunct faculty which the employer opposed, rather than the accretion of adjuncts to an existing unit of full-time faculty. In the light of evidence that more than half the proposed bargaining unit had a history of long term continuous employment, we found in that case that a reasonable guidepost for treatment of *Macomb's* part-time faculty as more than excluded "casuals" was that they regularly worked at least twenty-five percent of what full-time faculty worked. Unlike the record in *Macomb*, the record in this case is devoid of evidence indicating a history of long term continued employment by the part-time faculty. Here, we only have evidence of four years of the adjuncts' employment. We must look very carefully at the evidence in the record to determine whether the part-time faculty that may be accreted to the bargaining unit of full-time faculty has a sufficient interest in continued employment to share a community of interest with the full-time faculty.

In *Macomb Cmty Coll*, we determined the number of credit hours below which "casual" part-time faculty did not share a sufficient community of interest to be included in a unit of "regular" part-time faculty. Here, we must determine the number of credit hours below which "casual" part-time faculty do not share a sufficient community of interest to be accreted to a unit that includes full-time faculty.

Citing *Hotel Olds v State Labor Mediation Bd*, 333 Mich 382 (1952), the Employer argues against fragmentation and the creation of a residual unit of unrepresented employees. However, both parties propose unit descriptions that would leave a residual unit of unrepresented, part-time adjunct faculty. The issue is where to draw the line. We are not comparing various jobs in order to determine which jobs share a community of interest with other jobs. Here, we are examining a single job classification and must differentiate between

"casual" and "regular" employees within that classification. [2]

As the Employer asserts, the Union could have sought a unit of only those adjuncts teaching seventeen or eighteen hours or more instead of sixteen hours and above. Conversely, for its part the Employer proposes going only as low as twelve credit hours rather than eleven or ten credit hours, or including all part-time faculty regardless of the number of hours regularly worked. The parties do agree that not all adjunct faculty members are regular employees with a sufficient interest in continuing employment to be included in a bargaining unit. In each case involving the inclusion or exclusion of part-time or casual employees, we must draw a line which to an extent will be an arguably arbitrary cut-off. Each case must be decided on its individual facts, with recognition of the statutory mandate. Since both the Union and the Employer contend that adjuncts eligible to accrete to the bargaining unit should include those who have previously taught sixteen or more credits in a period of six consecutive academic sessions and should remain members of the bargaining unit unless and until they have not been employed to teach a credit bearing course for a period of six consecutive academic sessions,[3] we initially limited our consideration to those adjuncts who have taught twelve or more, but less than sixteen, credits in six consecutive academic sessions.

The Union argues that below the petitioned for level, adjuncts are more casual, less likely to become full-time faculty, and not as fully integrated into the University community as the adjuncts teaching sixteen or more credit hours. Petitioner further contends that the adjuncts teaching sixteen or more credits depend on teaching as their main source of income, and undoubtedly do not have another employer. While the adjuncts teaching twelve to fifteen credits may have other employment, we have never held that in order to share a community of interest the employees must all depend on the employment at issue as their primary source of income. *Livonia Pub Sch*, 1989 MERC Lab Op 190; 2 MPER 20051(1989). The crucial factor here is whether the employees in question work a sufficient amount of time and with sufficient continuity to have a substantial and continuing interest in their employment. Someone who works very few hours and works very sporadically lacks such an interest.

Based on data stipulated to and submitted by the parties, we find the bargaining unit proposed by the Employer would include five adjunct faculty who had teaching assignments during only three of the nine academic sessions in the eligibility period agreed upon by the parties, and four who had teaching assignments during only two of the nine academic sessions in the eligibility period. Accordingly, we conclude that the unit composition proposed by the Employer includes casual employees who lack a substantial and continuing relationship to the employment. We find that these employees do not have a sufficient community of interest with

[2] As we recently held in *Lenawee Intermediate Sch Dist*, 24 MPER 28 (2011), parties generally, and the Commission itself, have in the past perhaps too easily continued to rely on the language in *Hotel Olds v State Labor Mediation Bd*, 333 Mich 382 (1952) on the nature of the preference for the largest possible bargaining unit. The focus of Section 13 of PERA, which is controlling in this instance and was adopted long after *Hotel Olds*, was to "insure public employees the full benefit of their right to self-organization"; therefore, simple reliance on *Hotel Olds* without express reference to that later-added statutory command was, and is, inappropriate.

[3] The parties' stipulation would allow the accretion to the unit of someone who has taught sixteen credits in two consecutive academic sessions but does not teach at all in the four subsequent academic sessions. Such a person could remain in the unit for two additional academic sessions and be entitled to all rights and privileges of unit membership even if they did not teach again. Accordingly, we will not adopt this portion of the parties' stipulation in defining the bargaining unit.

full-time faculty to justify their accretion in the existing unit. We are also concerned that the parties stipulated unit definition would include in the unit adjuncts who have not taught at all for five consecutive academic sessions. We note from the parties' stipulated data that eighty of the eighty-six employees who would be included in the unit based on the composition proposed by the Union regularly taught eight or more credits in each academic year. The remaining six employees taught only sporadically in the last year of the eligibility period specified by the parties. Of those six, four did not teach during the last two academic sessions in the eligibility period and three of the four did not return the following semester. Five of the six taught four or fewer credit hours during the final year of the eligibility period with the sixth teaching two semesters of only three credits each. We find these six to be casual employees who lack a community of interest with the full-time faculty. We, therefore, find that an appropriate unit configuration includes all contingent faculty who taught eight or more credits within the previous three consecutive academic sessions. Membership in the unit shall continue for as long as the employee has taught at least eight credits within the previous three consecutive academic sessions. We direct an election as described below:

ORDER DIRECTING ELECTION

We conclude that a question concerning representation exists within the meaning of Section 12 of PERA. Accordingly, we hereby direct an election in the following unit, which we find appropriate for collective bargaining purposes within the meaning of Section 13 of PERA:

> All contingent faculty who have been employed to teach a minimum of eight credit hours over the previous three consecutive academic sessions defined as the fall session, the winter session, or either of the two summer sessions.

The individuals actively employed in the above classifications as of the date of this Order may vote by mail ballot pursuant to the attached Direction of Election whether they wish to be represented for purposes of collective bargaining by the American Association of University Professors, Northern Michigan University Chapter as an accretion to the existing unit of full-time faculty.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

_____
Edward D. Callaghan, Commission Chair

_____
Nino E. Green, Commission Member

_____
Christine A. Derdarian, Commission Member

Dated: _____

DIRECTION OF ELECTION

IT IS HEREBY ORDERED THAT AN ELECTION BY SECRET BALLOT SHALL BE CONDUCTED AMONG THE EMPLOYEES WITHIN THE UNIT FOUND TO BE APPROPRIATE IN THE COMMISSION'S DECISION ON THIS MATTER. THE CHOICES ON THE BALLOTS SHALL BE AS SET FORTH IN THE COMMISSION'S DECISION.

ELIGIBLE TO VOTE ARE THOSE EMPLOYEES DESIGNATED IN THE ORDER DIRECTING ELECTION.

INELIGIBLE TO VOTE ARE EMPLOYEES WHO HAVE QUIT OR BEEN DISCHARGED FOR CAUSE, AND WHO HAVE NOT BEEN REHIRED OR REINSTATED BEFORE THE ELECTION DATE.

IT IS FURTHER ORDERED THAT THE EMPLOYER SHALL PREPARE AN ELIGIBILITY LIST IN ALPHABETICAL ORDER, CONTAINING ELIGIBLE VOTERS' NAMES AND ADDRESSES IN ACCORDANCE WITH THE ABOVE DESCRIPTION AND SUBMIT COPIES OF SUCH LIST FORTHWITH TO THE EMPLOYMENT RELATIONS COMMISSION AND TO THE OTHER PARTIES.

IT IS FURTHER ORDERED THAT THE ELECTION SHALL BE CONDUCTED BY MAIL BALLOT AT SUCH TIME AND DATE AS A COMMISSION AGENT SHALL DETERMINE AFTER CONSULTATION WITH THE PARTIES.

IT IS FURTHER ORDERED THAT THE EMPLOYER SHALL CAUSE TO BE POSTED IN PROMINENT PLACES IN AND ABOUT THE PREMISES, SAMPLE BALLOTS AND NOTICES OF ELECTION (FURNISHED BY THE COMMISSION), SETTING FORTH THE TIME AND DATE OF THE ELECTION AT LEAST FIVE (5) DAYS PRIOR TO SAID ELECTION.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION