STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

In the Matter of:

GENESEE COUNTY &
GENESEE COUNTY PROSECUTOR,
Public Employers,

MERC Case Nos. 21-J-2039-RC & 22-A-0006-RC

-and-

POLICE OFFICERS ASSOCIATION OF MICHIGAN,
Petitioner,

-and-

AFSCME COUNCIL 25, AND ITS AFFILIATED LOCAL 496.01,
Incumbent Union.

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APPEARANCES:

Cohl, Stoker, & Toskey P.C., by Courtney Gabbara Agrusa, for the Employers

Chris Tomasi, Assistant General Counsel for POAM, for the Petitioner

Kenneth J. Bailey, AFSCME Director of Arbitration and Legal, for the Incumbent

DECISION AND ORDER ON PETITIONS FOR ELECTION

These matters stem from two representation petitions filed by the Police Officers Association of Michigan (Petitioner or POAM) pursuant to Section 12 of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, MCL 423.212.

The petition in Case No. 21-J-2039-RC, filed on October 29, 2021, sought to have a representation election conducted in a bargaining unit consisting of "All attorneys employed by Genesee County." The petition indicated that the collective bargaining agreement between Genesee County (Employer) and AFSCME Council 25 (Incumbent or AFSCME) had expired on September 30, 2021. Incumbent argued that the petition was barred because the collective bargaining agreement between AFSCME and the Employer had been extended through December 31, 2021.

Petitioner then filed a second petition in Case No. 22-A-0006-RC on January 3, 2022. This petition redefined the proposed unit as "All Assistant Prosecuting Attorneys employed by Genesee County." In response, Incumbent asserted that the 27 Assistant Prosecuting Attorneys (APAs) were part of a larger existing bargaining unit of 172 employees holding various "professional and technical" job classifications, and that severance of the APAs from the larger unit was inappropriate. Incumbent also contended that the petition was not supported by a sufficient showing of interest from among the larger bargaining unit of professional and technical employees. The Employer takes no position concerning the appropriateness of either petition.

An evidentiary hearing was held via Zoom on March 25, 2022, before Administrative Law Judge Travis Calderwood. During the hearing, the ALJ noted that POAM had filed two petitions and stated his understanding that: "For all intents and purposes, we will be operating under the second one, which is seeking to sever and represent a bargaining unit consisting of all assistant prosecuting attorneys employed by Genesee County and excluding supervisors and all others." The ALJ asked Petitioner's attorney whether the foregoing understanding was correct. Petitioner's attorney agreed that it was and did not otherwise address the issue or present any evidence or argument concerning the petition in Case 21-J-2039-RC.

Based on the entire record, including the post-hearing briefs filed by the parties, we find that the existing bargaining unit is one consisting of all Professional-Technical employees represented by AFSCME Local 496, and that there is insufficient basis to allow severance of the APAs from the overall bargaining unit. Therefore, for the reasons set forth below, we find the petitioned-for unit to be inappropriate and dismiss the petitions.

I. Factual History

On January 19, 1971, following a MERC election in Case Number R70 L-430, the Genesee County Government Bar Association was certified as the exclusive representative of a bargaining unit described as "all attorneys employed by Genesee County but excluding supervisors." That bargaining unit consisted only of assistant prosecuting attorneys. The employer named on the Certification of Representation was Genesee County.

In 1983, AFSCME replaced the Genesee County Government Bar Association as the exclusive representative of the APAs. The bargaining unit was designated as AFSCME Local 496, Chapter 08.

The Employer and AFSCME entered into a collective bargaining agreement effective from 1985 to 1986. The Employer was identified as Genesee County comprising the Genesee County Board of Commissioners, the 7th Judicial Circuit Court, and Genesee County Probate Court. Article I, Recognition - Employees Covered, described "AFSCME Local 496, Chapter 08, Assistant Prosecuting Attorneys" as including:

> All regular full time attorneys employed by Genesee County in the Prosecuting Attorney's office as certified in MERC case number R-70-439 [sic][1]," and in addition all regular full time Assistant Prosecuting Attorney Trainees; but EXCLUDING all Supervisors, the Prosecutor, the Chief Assistant Prosecuting Attorney, the two (2) Deputy Chief Prosecuting Attorneys, Unit Chiefs, all contract attorneys and all other employees.

Section 1 of the recognition article also included AFSCME Local 496, Chapter 01, Professional-Technical, which included employees in four departments working in a variety of professional or technical positions, but not including attorneys; Chapter 00 (Clerical-Maintenance, Board of Commissioners; Clerical, Circuit Court; and Clerical, Probate Court); Chapter 02 (Sanitarians), Chapter 03 (Nurses); and Chapter 05 (Animal Shelter). Section 2 of the recognition article stated:

> It is understood by the parties that all of the above bargaining units specified in Section 1 continue to retain their individual autonomy and certification status, as amended, under MERC. It is further understood by the parties that the Circuit Court, Probate Court, and the County are recognized as three (3) separate Employers, under existing State statutes and existing case law."

Article IV, regarding union representation, designated one steward for Local 496, Chapter 08 in the Prosecuting Attorney's Office, and provided that Chapter 08 would have two representatives on the addendum bargaining committee. It further provided that each Chapter would have one representative during the negotiations by the master bargaining committee. Article VIII, regarding seniority, differentiated between total seniority and classification seniority but did not differentiate between the various local chapters in terms of calculation of seniority.

The next collective bargaining agreement between the Employer and AFSCME covered 1987 through 1989. In that agreement, the Genesee County Prosecutor was included as a named Employer. Consistent with that change, language was added to the second section of Article I to provide:

> It is understood by the parties that all of the above bargaining units specified in Section 1 continue to retain their individual autonomy and certification status, as amended, under MERC. It is further understood by the parties that the Circuit Court, Probate Court and the County are recognized as three (3) separate Employers, <u>and the Prosecutor is recognized as a Co-Employer</u>, under State statutes and existing case law.

There were no significant changes to union representation in Article IV, or to the seniority provisions of Article VIII.

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[1] The case number for the case that certified the original representative of the bargaining unit of APAs is R70 L-430. However, in the collective bargaining agreements between AFSCME and Genesee Co. the case is referred to as R-70-439

The collective bargaining agreement between the Employer and Local 496, Chapters 00 and 01 effective from 1990 through 1992 consists of various letters of agreement regarding a variety of issues including grievance settlements and wage scales for classifications within Chapters 00 and 01, including APAs and prosecuting attorney trainees. Also included, is an agreement between AFSCME and the Genesee County Prosecuting Attorney signed in September 1989. That agreement provided that the Union would negotiate all terms and conditions of employment, other than economic terms, with the Prosecuting Attorney for all employees under the direction of the Prosecuting Attorney.[2]

On October 26, 1989, AFSCME and the Employer agreed to modify the scope of the bargaining unit in Local 496, Chapter 01 (Professional-Technical) to incorporate the bargaining units included in Chapters 01, 02, 05, and 08.

Since 1989, the APAs have participated in ratification votes for Local 496, Chapter 01 collective bargaining agreements. Their votes were counted in a simple majority vote along with the votes of all other classifications which were designated as part of the Local 496, Chapter 01 bargaining unit. The APAs have also participated in the administration of Local 496, Chapter 01, including elections to Local 496 officer positions, and serving on the bargaining committees which negotiated with the Employer.

The 1993 to 1995 collective bargaining agreement for Chapters 00 and 01, in Article I – Recognition - Employees Covered, specifies, among other things, the various positions within the Chapter 01 Professional-Technical unit, including, but not limited to, "all regular full-time attorneys employed by Genesee County in the Prosecuting Attorney's office, as certified by MERC Case Number R-70-439 and all regular full-time Assistant Prosecuting Attorney Trainees." Section 2 of the recognition article is substantially the same as Section 2 of the recognition article in the 1987 through 1989 collective bargaining agreement except for the addition of the District Court as a fourth employer entity.

Article IV, Section 6 - Union Representation, provides that three employees from Chapter 00 and three employees from Chapter 01 would be included on the addendum bargaining committee for negotiations. Article IV, Section 7 provides that the Master Agreement Bargaining Committee would include one representative from each Chapter, the Local President, and the two chief stewards.

In the collective bargaining agreement for Chapters 00 and 01, effective January 1996 through December 1999, the recognition article indicates that Local 496, Chapter 01, Professional-Technical, includes all regularly employed professional and technical employees, without specifically mentioning APAs or assistant prosecuting attorney trainees. As with the prior collective bargaining agreement, Section 2 of that Article provides:

> It is understood by the parties that all of the above bargaining units specified in Section 1 continue to retain their individual autonomy and certification status, as amended, under MERC. It is further understood by the parties that the Circuit

[2] Other than that agreement, the record does not include any agreements that are only between AFSCME and the Genesee County Prosecuting Attorney.

> Court, District Court, Probate Court, and the County are recognized as four (4) separate Employers, and the Prosecutor is recognized as a Co-employer under State statutes and existing case law.

Section 2 of Article I lists the MERC case numbers for the representation cases specific to each of the included bargaining units. There are no significant differences between the 1996 through 1999 agreement and the 1993 to 1995 agreement in Article IV regarding union representation. As with the prior collective bargaining agreement, there is no difference in the basis for determining seniority within Local 496, Chapter 01.

The Employer and Local 496, Chapters 00 and 01 entered into subsequent collective bargaining agreements covering January 1, 2000, through September 30, 2004, and May 24, 2005, through September 30, 2010. The only significant change, relevant to the instant petitions, is that the parties titled Section 2 of Article I as "Section 2 - Co-Employers". The language of that provision remained the same.

The next collective bargaining agreement between the Employer and AFSCME covering Professional-Technical job positions, was effective from October 1, 2010, through September 30, 2012. Unlike prior agreements, this agreement was exclusive to the Chapter 01 Professional-Technical unit and did not include Chapter 00, which presumably negotiated a separate agreement with the Employer. The recognition clause in Article I, Section 1 of this agreement describes the Professional-Technical unit as including "All regularly employed professional and technical employees." Article I, Section 2, "Separate Employers and Co-Employers" provides:

> It is understood by the parties that the Courts retain their individual autonomy and certification status, as amended, under MERC. It is further understood by the parties that the Circuit Court, District Court, Probate Court and the County are recognized as four (4) separate Employers, and the Prosecutor is recognized as a Co-employer, under State statutes and existing law.

Section 2 also lists "For historical purposes" the following MERC cases that applied to the employee groups included in that single bargaining unit: R 70 A-39[3], R 70 C-90, R 72 I-312, R 78 I-440, R71A-27, R 69 C-91, and R-70-439. Unlike earlier collective bargaining agreements, the 2010 through 2012 agreement bases the determination of seniority on the employee's last date of hire within that employee's "non-interchangeable seniority group." There is no differentiation however, in the method for calculating seniority between classifications of employees within Chapter 01.

As with the 2010-2012 agreement, the agreement effective October 1, 2012, through September 30, 2015, applied only to Chapter 01 and contained no significant differences from the prior collective bargaining agreement. Likewise, subsequent collective bargaining agreements covering December 7, 2015, through September 30, 2018, and September 18, 2018, through September 30, 2021, were all exclusive to Chapter 01; contained the same language in the recognition article as the two earlier collective bargaining agreements and are not significantly different in any other respect.

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[3] See footnote 3.

II. Discussion and Conclusions of Law:

As discussed previously, the second petition redefined the proposed bargaining unit and was filed after the expiration of the extended collective bargaining agreement between the Employer and AFSCME, thereby eliminating any question as to whether it was subject to a contract bar. At the hearing, Petitioner's attorney agreed with the ALJ's assessment that the sole issue before the ALJ was the appropriateness of the January 3, 2022 petition in Case No. 22-A-0006-RC.

In light of Petitioner's agreement with the ALJ's assessment that the only issues to be adjudicated involved the processing of the petition in Case No. 22-A-0006-RC, and because Petitioner did not otherwise raise or address any issues involving the petition in Case No. 21-J-2039-RC, we find that it has waived its right to argue for the continued processing of the first petition. Thus, the issue before us is whether the petition in Case No. 22-A-0006-RC provides a basis for directing a severance election for the proposed bargaining unit of APAs, notwithstanding the bargaining history of those positions within a larger existing unit.

Petitioner POAM takes the position that the APAs should not be considered part of the Professional-Technical bargaining unit. In that regard, POAM argues that multiple bargaining units could not have been merged into a single bargaining unit without an election in which the APAs voted to be included in the Chapter 01 unit. However, Petitioner has not cited any cases or statutory support for this assertion.

In considering whether the assistant prosecuting attorney's bargaining unit, as originally constituted, could lawfully have been combined with other AFSCME units to form the Professional-Technical unit, we must first examine the statute. Section 13 of PERA, MCL 423.213, incorporates section 9(e) of the Labor Relations and Mediation Act into PERA with respect to Commission decisions determining appropriate bargaining units. Section 9(e) of the Labor Relations and Mediation Act provides:

> The commission, after consultation with the parties, shall determine such a bargaining unit as will best secure to the employees their right of collective bargaining.…If the group of employees involved in the dispute was recognized by the employer or identified by certification, contract, or past practice, as a unit for collective bargaining, the commission may adopt that unit.

In *City of Warren*, 1966 MERC Lab Op 25, at 28, (1/18/66) the Commission's predecessor, the Labor Mediation Board noted that "The Legislature, by amending section 9(e) to read 'may', gave direction to the Board to continue to consider past practice as one important criteria in establishing community of interest." The Board went on to explain:

> To establish the appropriateness of the units sought by the Petitioner, two precedent conditions are necessary. First, a community of interest between the employees in the units sought by the Petitioner should be established and, secondly, a showing of a differentiation of a community of interest between the

> employees in the unit proposed by the employer and the intervenor and of the employees in the Petitioner's proposed units.

The importance of bargaining history and the practices of the parties cannot be overstated. In *City of Charlevoix,* 1977 MERC Lab Ops 110 at 113 (2/24/77) the Commission noted:

> <u>In spite of the original certification, the parties by their actions have created two separate bargaining units.</u> In *Wexford County Road Commission,* 1973 MERC Lab Op 895, the Commission pointed out the importance of past dealings and bargaining history in determining appropriate units. . . . See also *City of Warren,* 1966 MERC Lab Op 25, *Kearsley Community Schools,* 1973 MERC Lab Op 39. Accordingly, we conclude that a community of interest exists among the uniformed police and fire department employees of the City of Charlevoix based on similarity of working conditions <u>and the past practice of the parties in negotiating separate contracts for the uniformed and nonuniformed personnel.</u>
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> (Emphasis added).

We must determine whether, despite their long-standing inclusion by the parties into the Professional-Technical bargaining unit, the APAs should be found to constitute a separate appropriate unit. Our answer depends, in part, on whether the evidence establishes that AFSCME and the Employer, through contractual agreements and bargaining history, exhibited a clear and unambiguous intent to merge the APAs with the Professional-Technical bargaining unit, or whether the parties' actions indicated an intent to keep the APAs as a separate bargaining unit.

In *Wayne County*, 1983 MERC Lab Op 573**,** (6/20/83) the issue was whether the unit in question, Local 2926, had been merged into an overall unit of Wayne County employees represented by AFSCME Council 25. In that case, the Commission noted that while in some respects, the employees in Local 2926 were treated as part of the overall AFSCME unit, there were other factors that indicated an intent to preserve the unit's separate identity. Local 2926 was separately certified, by the parties' consent. The unit participated in joint bargaining with other AFSCME units for a joint contract. However, that joint contract provided for separate recognition, grievance procedure, benefits, promotional procedures, seniority, and other specific provisions for Local 2926. Grievances for Local 2926 were handled separately, the unit had a separate representative on the bargaining committee for the joint contract, and members of the unit voted separately on the ratification of the contract. Based on the separate collective bargaining agreement provisions and the bargaining history, the Commission found that the record did not "indicate a clear and unambiguous intent to merge the existing units in this case." Accordingly, the Commission found that Local 2926 was a separate bargaining unit.

In *Michigan Association of Public Employees* v *Michigan AFSCME Council 25 and City of Detroit*, 172 Mich App 761 (1988) the Court of Appeals affirmed the Commission's decision in *City of Detroit,* 1986 MERC Lab Op 834 (10/21/86), finding that substantial evidence supported MERC's determination that the election petition filed by the Michigan Association of Public Employees (MAPE) did not seek an election in an appropriate bargaining unit.

In affirming MERC's decision that the bargaining unit severance sought by MAPE was not justified, the Court quoted *Hotel Olds v State Labor Mediation Bd*, 333 Mich 382 (1952) stating:

> In designating bargaining units as appropriate, a primary objective of the commission is to constitute the largest unit which, in the circumstances of the particular case is most compatible with the effectuation of the purposes of the law and to include in a single unit, all common interests.

The Court further noted that it has been MERC's policy to avoid fractionalization or multiplicity of bargaining units. (Citing, *Michigan Coaches Association*, 119 Mich App at p. 89, 326 N. W. 2d 432, citing *Utica Community Schools* v *Utica Education Ass'n,* 1972 MERC Lab Op 804; *Flint Osteopathic Hospital* v *Hospital Employees' Div of Local 79, Service Employees International Union, AFL-CIO,* 1971 MERC Lab Op 572; *Van Buren Public Schools* v *Van Buren Educational Ass'n,* 1973 MERC Lab Op 941; *53rd District Court (Livingston County)* v *Council 11, AFSCME, AFL-CIO,* 1978 MERC Lab Op 82.) Finally, the Court stated that it "abides by the policy of MERC to constitute the largest unit compatible with the effectuation of the purposes of the PERA". *Michigan Coaches Association*, 119 Mich App at p. 89, 326 N. W. 2d 432.

In the case before us, we find that the evidence establishes a clear intent by the Employer and AFSCME to bring the APAs into the Professional-Technical bargaining unit. Specifically, when the APAs initially became part of an AFSCME bargaining unit in 1983 they were placed in a separate chapter, Chapter 08, but were covered by a collective bargaining agreement that also set terms and conditions of employment for Local 496 Chapters 00, 01, 02, 03, and 05. Over the years, however, the structure and composition of the Local 496 chapters changed.

In the 1987 through 1989 collective bargaining agreement, the employees that made up Chapter 03 (Nurses) were moved into Chapter 01 (Professional-Technical). Then, in 1989, AFSCME and the Employer agreed to combine Chapter 01 with Chapters 02, 03, 05, and 08. At that point, the APAs became a part of Chapter 01, the Professional-Technical unit. Since 1989, the APAs have participated in ratification votes for Local 496, Chapter 01 collective bargaining agreements and their votes were counted with the votes of all other classifications considered to be part of the Local 496, Chapter 01 bargaining unit. Likewise, the APAs have participated in the administration of Local 496, Chapter 01, including elections, ratification votes, and serving on bargaining committees which negotiated terms and conditions of employment with the Employer.

After 1989, there are no indications that the Employer and AFSCME intended to treat the APAs as a separate bargaining unit. Unlike the circumstances in *Wayne County,* 1983 MERC Lab Op 573, (6/20/83) the parties here did not maintain separate and distinct terms of employment for the APAs regarding employee representation, the union bargaining committee, or voting on contract ratification. Instead, it appears that AFSCME and the Employer intended to effectively merge the APAs into the larger bargaining unit of Professional-Technical employees.

From 1989 until the expiration of the May 24, 2005, through September 30, 2010, collective bargaining agreement, both Chapters 00 and 01 were bound by a single collective bargaining agreement. Beginning with the October 1, 2010, through September 30, 2012, collective bargaining agreement, Chapter 01, the Professional-Technical unit, bargained separately from Chapter 00. In that collective bargaining agreement, members of the Chapter 01 bargaining unit were simply described as "all regularly employed professional and technical employees." The foregoing evidence supports the conclusion that at least as of that juncture, if not earlier, the APAs were fully integrated into the Professional-Technical bargaining unit, a unit that they have now been a part of for over 30 years.

As noted above, a primary objective of the Commission is to constitute the largest unit that, in the circumstances of the case, is most compatible with the effectuation of the purposes of the law, and which includes, within a single unit, all employees sharing a community of interest. *Hotel Olds v State Labor Mediation Bd*, 333 Mich 382 (1952). In the absence of evidence of significantly diverse interests, the severance of a group of employees from an existing larger unit is presumptively at odds with that purpose.

As we stated in *Troy Sch. Dist*., 21 MPER 37 (7/15/08), at p. 120:

> Closely related to the objective of creating the largest possible unit of employees sharing a community of interest is our longstanding policy of refusing to allow the fragmentation of a unit for which there is an established history of bargaining, unless the unit as currently constituted is per se inappropriate or the party seeking severance can demonstrate that there is an "extreme divergence of interests" among the employees in the existing unit. *Wayne Co Airport Police Dep't*, 2001 MERC Lab Op 163, 167; *Dearborn Pub Sch,* 1990 MERC Lab Op 513, 517; *Kent Co Cmty Hosp*, 1989 MERC Lab Op 1105, 1109-110. That is, we do not permit a group of employees to sever from their existing unit without a compelling reason, even if a unit consisting solely of these employees would have been found appropriate in the absence of a prior bargaining history. *Dearborn Pub Sch*; *Taylor Bd of Ed*, 1983 MERC Lab Op 708, 710-711.

We have consistently held that we will not allow a group of employees to sever from an established bargaining unit in the absence of a compelling reason. See *Henry Ford Cmty. College and Dearborn Public Schools and Dearborn Federation of School Employees*, 25 MPER 35 (10/13/11) at p.125 where we explained:

> [W]e normally presume that employees in an existing bargaining unit that is not, per se, inappropriate share a community of interest, and require a party seeking to overcome the presumption to show that there is an "extreme divergence of interests" between employees in the proposed unit and the rest of the bargaining unit.
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> * * *
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> [W]e have not permitted groups of employees to sever from their existing unit simply because they do not like the results of collective bargaining and/or believe

they could do better bargaining separately. If this were the case, collective bargaining would become difficult because units would be in constant flux from contract to contract.

Since at least 1989, the members of the Professional-Technical bargaining unit have been employed in various occupations by Genesee County. The APAs are also employed by the Genesee County Prosecuting Attorney. Although the September 1989 agreement between AFSCME and the Prosecuting Attorney provided that AFSCME would negotiate all terms and conditions of employment, other than economic terms, with the Prosecuting Attorney for all employees under the direction of the Prosecuting Attorney, nothing in the record indicates that this created a divergence of community of interest between the APAs and the other members of the Professional-Technical bargaining unit. Moreover, those same facts have continued unchanged since 1989, and there is no evidence of any more recent changes in the terms or conditions of employment of the APAs which would support a finding of divergence.

In *Branch County Board of Commissioners,* 2002 MERC Lab Ops 110, (4/18/02) affirmed in part, reversed in part, in *Branch County Board of Commissioners* v *UAW*, 260 Mich App 189, the Commission explained that elected officials' relationships with their respective deputies (including APAs) differs from the relationship with other employees in their office. The key distinction between APAs and most other employees in the Prosecutor's office is that the Prosecutor has the authority to hire and fire APAs because they serve "at the pleasure of the prosecuting attorney." Although this same distinction also exists in this case between APAs and the other members of the Professional-Technical bargaining unit, it does not, by itself, indicate an extreme divergence of community of interest between the APAs and the other members of the Professional-Technical bargaining unit.

Petitioner has cited no legal authority to support a finding that the bargaining unit of all Professional-Technical employees is, or was, per se, inappropriate and we find no basis to reach such a conclusion. Admittedly, given the variety of job classifications in the Professional-Technical bargaining unit, it is certainly possible that the APAs have a greater degree of community of interest with the attorney members of the bargaining unit than with members of the bargaining unit in other job classifications. However, the requirement that different classifications of employees within a single bargaining unit have a community of interest does not require that they have identical interests, and some variance is to be expected. *Troy Sch Dist*, 21 MPER 37, at p. 120 (7/15/08). Thus, the fact that the group of attorneys, amongst themselves, may have a greater community of interest than they do with others in their bargaining unit is not sufficient to disturb the unit composition of a unit that has been in place for over 30 years by the parties' voluntary agreement.

Accordingly, we find that the parties, by their voluntary agreement, merged the APAs into the Professional-Technical bargaining unit and that such unit is, and has been, an appropriate bargaining unit from which the APAs cannot be severed in the absence of evidence establishing an extreme divergence of community of interest. There is no record evidence indicating the existence of an extreme divergence of community of interest between the APAs and the remaining employees in the Professional-Technical bargaining unit to justify their severance from the unit.

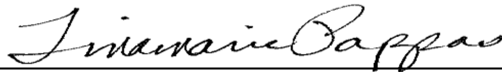
In accordance with the principles of *Hotel Olds,* we find that the continued inclusion of the APAs in the Chapter 01 unit effectuates the purposes of PERA by leaving them in the largest unit with whom they have a community of interest. Accordingly, we deny POAM's petition to sever the APAs from the existing Professional-Technical bargaining unit.

We have considered all other arguments of the parties and concluded that they would not change our decision in this matter.[4]

ORDER

The petitions for a representation election filed by the Police Officers Association of Michigan in these matters are hereby dismissed.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION



Tinamarie Pappas, Commission Chair

William Young, Commission Member

Issued: September 30, 2022

[4] Because we have dismissed the petitions on other grounds, it is unnecessary for us to decide AFSCME's argument regarding the adequacy of the show of interest.