STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

In the Matter of:

CITY OF DETROIT,
Public Employer-Respondent,

Case No. C05 I-219

-and-

ASSOCIATION OF MUNICIPAL ENGINEERS,
Labor Organization-Charging Party.
_____/

APPEARANCES:

Reginald T. Jenkins, Labor Relations Representative, for the Respondent

Vinod Sharma, President, Association of Municipal Engineers, for the Charging Party

DECISION AND ORDER

On January 17, 2007, Administrative Law Judge Julia C. Stern issued her Decision and Recommended Order in the above-entitled matter, finding that Respondent has engaged in and was engaging in certain unfair labor practices, and recommending that it cease and desist and take certain affirmative action as set forth in the attached Decision and Recommended Order of the Administrative Law Judge.

The Decision and Recommended Order of the Administrative Law Judge was served on the interested parties in accord with Section 16 of Act 336 of the Public Acts of 1947, as amended.

The parties have had an opportunity to review this Decision and Recommended Order for a period of at least 20 days from the date the decision was served on the parties, and no exceptions have been filed by any of the parties to this proceeding.

ORDER

Pursuant to Section 16 of the Act, the Commission adopts as its order the order recommended by the Administrative Law Judge.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

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Christine A. Derdarian, Commission Chair

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Nino E. Green, Commission Member

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Eugene Lumberg, Commission Member

Dated: _____

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APPEARANCES:

Reginald T. Jenkins, Labor Relations Representative, for the Respondent

Vinod Sharma, President, Association of Municipal Engineers, for the Charging Party

DECISION AND RECOMMENDED ORDER
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, this case was heard at Detroit, Michigan on February 6 and August 18, 2006, before Administrative Law Judge Julia C. Stern for the Michigan Employment Relations Commission. Based upon the entire record, including post-hearing briefs filed by the parties on or before October 10, 2006, I make the following findings of fact, conclusions of law, and recommended order.

The Unfair Labor Practice Charge:

The Association of Municipal Engineers filed this charge against the City of Detroit on September 15, 2005. Charging Party represents a bargaining unit of supervisory engineers and architects employed by Respondent. It alleges that Respondent repudiated the parties' 2001-2005 collective bargaining agreement in violation of its duty to bargain in good faith under Section 10(1)(e) of PERA by refusing to pay Charging Party's members the retroactive (retro) pay due them under that agreement. After the charge was filed, Respondent paid retro pay in a series of installments ending on January 20, 2006. Charging Party contends, however, that Respondent continues to repudiate its contractual obligations by refusing to pay Charging Party's members the rest of the retro pay they are owed or provide an adequate explanation of how it calculated the retro pay.

Facts:

In early March 2005, Charging Party's members and Respondent's City Council ratified a new collective bargaining agreement covering the years 2001 through 2005. The expiration date of this contract was July 1, 2005, with the agreement to continue in effect thereafter until notice of termination by either party. The agreement provided for a two percent across-the-board wage increase effective July 1, 2003 and another two percent across-the-board wage increase effective July 1, 2004. Article 44 of the contract read as follows:

> Where, by payroll error, an employee is underpaid or overpaid, the City is expressly authorized to correct the underpayment or overpayment by payroll adjustment. The City shall notify an employee in writing fourteen (14) days prior to making any overpayment recovery.
>
> The correction of the underpayment shall be made within (60) days after notification to the departments [sic] Human Resources officer.

The contract also contained a grievance procedure ending in binding arbitration.

On April 15, 2005, Respondent increased bargaining unit members' salaries by two percent to reflect the July 1, 2003 wage increase. On the next pay date, April 29, 2005, Respondent increased salaries by another two percent to reflect the July 1, 2004 increase. The employees did not receive any retro pay at this time.

In May 2005, Charging Party's president, Vinod Sharma, asked Respondent's then-labor relations director, Roger Cheek, when Charging Party's members would receive their retro pay. The record does not reflect what Cheek told him. On September 15, 2005, Charging Party filed the instant unfair labor practice charge. Either shortly before or shortly after the charge was filed, Cheek contacted Sharma and told him that Respondent would start making the retro payments.

On September 26 and 27, 2005, Respondent's payroll department did "mass retro" pay increase calculations for Charging Party's unit for the period between July 1, 2003 (designated as payroll week twenty-eight of 2003, or 3-28 in the payroll system) and April 1, 2004 (payroll week 4-14).1 The retro differential the payroll department used for employees at the top of the pay scale was $.625 for regular hours. On September 29, it did another mass retro calculation for payroll weeks 4-28 (July 5, 2004) though 4-46 (November 8, 2004), using a smaller retro differential for regular

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1 According to audit trail documents provided by Respondent, its payroll system calculated an employee's retro pay by identifying how many regular and overtime hours the employee worked during each pay period for which retroactive pay was owed. It then multiplied these hours by a "retro differential," supposedly representing the difference between the hourly rate at which the employee was actually paid during that pay period and the rate he should have been paid with the wage increases, to arrive at the amount of retro pay owed the employee for that pay period.

hours of $.608654. It did a third calculation on October 4 for weeks 4-50 (November 10, 2004) through 5-05 (January 31, 2005), again using the $.608654 retro differential.

Charging Party's members received retro pay in their October 14, 2005 paychecks. The amounts individual employees at the top of the pay scale received varied by hundreds of dollars. Sharma attempted to calculate what period these payments covered. He concluded that they represented his members' retro pay for the period between July 1, 2003 and July 1, 2004. Sharma complained to Respondent labor relations representative Anita Berry that his members were still owed retro pay for nine months. In an e-mail sent on October 17, Berry told Sharma, "The balance is targeted for the next pay period."

On October 25 and 26, Respondent's payroll department did mass retro calculations for Charging Party's unit for weeks 4-16 through 4-26 and weeks 5-07 through 5-13 using the $.608654 retro differential. It also did week 5-15 (April 15, 2005) using the $.625 differential. Employees received retro pay in their October 28 paycheck. According to Sharma's calculations, employees at the top of the pay scale – the majority of Charging Party's unit in this case – should have received about $1,300 in retro pay for the period between July 1, 2003 and July 1, 2004, and about $2,100 for the remaining period. When Sharma complained to Berry that employees had not received all that they were owed, Berry told him that payroll had scheduled additional payments. Charging Party's members received more retro pay in their November 10 paychecks, and a smaller amount in their November 23, 2005, paychecks.

Charging Party's members did not receive any retro pay in their December 2005 paychecks. On or around December 20, 2005, Sharma contacted Berry again and told her that Respondent still had not paid all the money that was due. Berry e-mailed Delores Johnson, a representative of the payroll department. In her reply, Johnson said that according to the payroll department's calculations, it had paid Charging Party's members all the retroactive pay Respondent owed them for all periods up to January 28, 2005. However, according to Johnson, it still owed them twelve weeks retroactive pay for the period between January 28, 2005 and the date the first wage increase was implemented in April 2005. Johnson told Berry that the payroll department would not be able to process these payments "until after the holidays." Berry forwarded her e-mail correspondence with Johnson to Sharma.

When Charging Party's members did not receive any retroactive pay in their first January paycheck, Sharma called Berry again. This time, during a conference call with Berry and Sharma, Johnson said that Charging Party's members had already received all that they were owed. After this call, Sharma prepared a document showing how he believed retroactive pay should have been calculated and what members at the top of the pay scale should have received. Sharma e-mailed his calculations to Berry. On January 9 and 10, 2006, the payroll department recalculated weeks 4-28 through 5-07 using the $.625 differential. There is no explanation in the record for the decision to recalculate the retro pay for those weeks, and it is unclear from the record whether employees were paid twice for that period.

Charging Party's members received more retro pay in their January 20, 2006, paycheck. According to Sharma's calculations, Respondent still owed at least $300 to $400 in retro pay to every employee at the top of the pay scale. Sharma contacted Berry and asked her to bring the

records of what Respondent had paid to all his members in retroactive pay to the February 6 unfair labor practice hearing.

Respondent appeared at the February 6, 2006 hearing to state that it believed that it had paid all the retroactive pay it owed Charging Party's members. Respondent did not present any evidence at that hearing, and did not offer any explanation for the delay in payment. Charging Party contended that its members were still owed money. It explained how it had calculated the total amount due to an employee at the top of the pay scale as $3,400. In addition to evidence regarding the efforts Sharma had made to collect the money, Charging Party introduced written statements from seven individuals at the top of the pay scale indicating what Respondent had paid them in retro pay. According to their statements, they received different amounts between $2,997 and $3,170. Respondent produced no records regarding what it had paid individual employees. However, it offered to meet with Charging Party to determine whether its members were in fact entitled to more money. I agreed to reopen the hearing at Respondent's request if the parties were not able to resolve the matter.

On February 27, Respondent requested that the hearing be reopened. On or about May 10, Charging Party sent Respondent a document with its revised calculations of the amount owed. According to the revised calculations, the total amount of retro pay owed to employees at the top of the pay scale was $3,280, or $1,300 for the first year, and $1,980 for the period between July 1, 2004 and April 15, 2005. 2 Charging Party pointed out that this was more than any of the seven individuals whose statements had been introduced at the first hearing had received. Thereafter, Charging Party made a request to examine Respondent's payroll records.

When the parties appeared for the hearing on June 9, Respondent had not yet provided the records for Charging Party's review. I rescheduled the hearing for August 18. The parties did not resolve their differences, and the hearing proceeded on that date. At the hearing, the parties stipulated that employees at the top of the pay scale should have received about $3,280 in retroactive pay if they had not worked overtime, had time off without pay, or worked out of class. Charging Party introduced documents it had received from Respondent showing the amount of retro paid to each of the seven individuals identified at the earlier hearing. The records confirmed that all seven had received less than $3,280. Charging Party also introduced signed and notarized affidavits from forty-three bargaining unit members indicating the amount of retro pay they had received as of January 20, 2006. Each member stated in his affidavit that he was at the top level of the salary scale for the entire period between July 1, 2003 and June 30, 2005 and was not on unpaid leave at any time during that period. The members were paid different amounts. However, all but seven of the forty-three received less than $3,280.

During the August 18 hearing, the parties went over the audit trail records Respondent had provided. Respondent acknowledged at the hearing that it had apparently failed to calculate the retro pay for pay week 4-48. Respondent had no other explanation for why so many unit members at the top of the pay scale received less than $3,280 in retro pay.

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2 According to Charging Party's calculations, the retro differential for the period between July 1, 2003 and July 1, 2004 should have been $.625 and the retro differential for the period between July 1, 2004 and April 15, 2005 should have been $1.25.

Discussion and Conclusions of Law:

PERA does not provide a statutory mechanism for enforcing the terms of a collective bargaining agreement, and the Commission does not exercise jurisdiction over routine contract disputes. However, it will find a violation of a party's duty to bargain in good faith when the party's actions constitute a "repudiation" of the collective bargaining agreement equivalent to a repudiation of its collective bargaining obligations. The Commission has defined "repudiation" as a rewriting of the contract or a complete disregard for the contract as written. *Central Michigan Univ*, 1997 MERC Lab Op 501, 507; *Cass City Pub Sch,* 1980 MERC Lab Op 956, 960. It has held that in order for it to find repudiation: (1) the contract breach must be substantial, and have a significant impact on the bargaining unit, and (2) there must be no bona fide dispute over interpretation of the contract. *Gibraltar Sch Dist*, 16 MPER 36 (2003*); Plymouth-Canton Cmty Schs,* 1984 MERC Lab Op 894, 897.

In *City of Detroit (Dept of Transportation)* 19 MPER 34 (2006), the Commission addressed a union's argument that the respondent City of Detroit had repudiated their collective bargaining agreement by failing to implement a special wage adjustment due under that agreement in a timely manner. The City began paying the special wage adjustment about three months after the contract was ratified, but the process was not completed until almost nine months later. However, there were other types of wage increases due under the contract which were paid on time. Moreover, the amount of the special wage adjustment was based on a percentage that varied depending on the employee's length of service. Employees from the City's payroll department testified about the unusual problems the special wage adjustment presented for them and about the limitations of the employer's payroll system. There was no dispute that by the date of the hearing most unit employees had received the entirety of what they were owed.

I was the administrative law judge in that case. I held that the employer's delay in implementing the special wage adjustment did not evidence a repudiation of the parties' contract or the employer's collective bargaining obligation. I noted that the employer had never refused to pay the wage adjustment, and that the parties had no explicit agreement as to when it would be paid. I found that the employer did not deliberately delay paying the wage adjustment, but that the delay was caused by the problems the wage adjustment presented for the payroll department and the fact that the payroll department had to implement a number of other payroll changes before that adjustment. I held, however, that Respondent had violated its duty to bargain in good faith by refusing to provide the union with an explanation of why the special wage adjustment was delayed despite the union's repeated inquiries.

On exception, the Commission agreed that the employer was not guilty of repudiation. It stated:

> Although we do not condone Respondent's actions in this case, we de not believe they constitute a repudiation of the contract. Certainly, Respondent's repeated failure to promptly implement the wage increase raises the question of whether Respondent

> was making a good faith attempt to comply with its contractual obligations. For example, in a previous case involving this employer, *City of Detroit*, 18 MPER 73 (2005), the Commission held that the City's failure to complete its investigation of twelve back pay claims within two years time raised the question of whether the City's repeated promises to investigate the claims were merely designed to delay resolution and were a deliberate attempt to frustrate the grievance procedure.
>
> Our close review of the record and circumstances in this case indicates that Respondent's limited staff and technical support, as well as the complexity of calculating individual step increases, hampered its ability to promptly and properly implement the wage increases. These difficulties and Respondent's eventual payment of the wage increases indicate that no repudiation of the contract occurred. … It appears instead that the parties are involved in a contract dispute. Whether Respondent's delay in the implementation of the wage increases constitutes a breach of the collective bargaining agreement is a matter to be decided through the contractual grievance procedure.

In the instant case, Respondent did not explain why it delayed paying the retro pay until after Charging Party filed the charge. Obviously, it should not take legal action to force an employer to meet its contractual obligations. However, as in the *Dept of Transportation* case, the contract did not explicitly give a deadline for when the retro pay had to be paid. Charging Party argues that under Article 44, Respondent was required to pay the retro pay within sixty days of Sharma's notice to Cheek that it had not been paid. Respondent asserts that Article 44 was not intended to apply to unit-wide salary adjustments. I find that, as in *City of Detroit (Dept of Transportation)*, the parties in this case have a bona fide dispute over whether Respondent's delay in paying retro pay violated the terms of their contract. I conclude, therefore, that the delay, by itself, did not constitute a repudiation of the parties' contract.

However, Charging Party's repudiation claim does not rest solely on the fact that Respondent delayed paying its members' retro pay. It contends, and the records supports its contention, that Respondent has still not paid Charging Party's members all the retro pay it owes them. The parties stipulated at the hearing in this case that a unit member at the top of the pay scale without unpaid time off or time worked out of class should have received about $3,280. The evidence indicates, however, that at least thirty-six unit members at the top of the pay scale received less than this amount. As Respondent admits, its payroll department appears to have skipped payroll week 4-48 in calculating the amount of the retro pay. Also, Respondent does not appear to have paid any retro pay at all for the period between April 15, 2005, when it implemented the July 1, 2003 two percent wage increase, and April 29, 2005, when it implemented the July 1, 2004 wage increase. Finally, it appears from its records that Respondent may have used the wrong retro differential to calculate the retro pay for some of the weeks between April 1, 2004 and April 15, 2005. For the period between July 1, 2003 and April 1, 2004, and for some of the weeks thereafter, the payroll department used a retro differential of $.625. However, for many of the weeks after April 1, 2004, it used $.608654 as the retro differential. As Charging Party points out, since the contract provided for a second wage increase effective July 1, 2004, the differential used to calculate the retro pay for the pay periods after July 1, 2004 ought to have been larger, not smaller, than the differential used for the earlier pay periods.

The most troubling aspect of Respondent's conduct in this case is its response to Charging Party's efforts to obtain information about the retro pay. Wages are a critical issue for most employees, and an employer's failure to pay the wages, including retro pay, their union has bargained for them has a substantial impact on the unit. Here, Respondent made no payments on the retro pay it admittedly owed for more than five months after it implemented the contractual pay increases. After it began making payments, it repeatedly provided Charging Party with inaccurate or misleading information about when or if the rest of the money would be paid. For example, in January 2006, Respondent told Sharma that it had paid all the retro pay it owed. However, in their next paycheck, Charging Party's members received more money. In the meantime, Sharma sent Respondent a document showing how he believed the retro pay should have been calculated and what members at the top of the pay scale should have received. Insofar as the record discloses, Respondent ignored this document. At the February 6, 2006 hearing in this case, Respondent again announced it had paid all the retro pay it intended to pay. Charging Party disputed the amounts paid to individual members, provided Respondent again with an explanation of how Charging Party calculated the retro pay, and sought an explanation for the discrepancy between its calculations and the amounts employees had been paid. Respondent promised to provide this information, and Charging Party – months later – eventually received some of Respondent's records. The parties also stipulated to the approximate amount most employees at the top of the pay scale should have received in retro pay. However, on August 18, 2006, six months after the first hearing and almost a year after the charge was filed, Respondent had still not provided Charging Party with an explanation of why so many employees in this category received less than the stipulated amount.

In the instant case, Respondent and Charging Party agreed in their 2001-2005 contract to wage increases retroactive to July 1, 2003 and July 1 2004. Presumably, Charging Party could have grieved Respondent's failure to pay the full amount of the retro pay after Respondent announced, at the February 9, 2006 hearing, that it believed that it had paid all that it owed. A court action might also have been available to collect the monies owed. However, this is not a case where the parties disagree over how their contract should be interpreted. Moreover, without an explanation of how Respondent calculated the retro pay, Charging Party could not determine whether it had a meritorious claim. I do not believe that this is merely a contract dispute. Rather, I conclude that Respondent's conduct in this case – its failure to pay any retro pay until after the charge was filed, its failure to provide Charging Party with an explanation for this delay, its refusal to pay Charging Party's members the entirety of what it apparently owed them, and its lackadaisical response to Charging Party's persistent efforts to obtain an explanation of how Respondent had calculated the amount of the retro pay – amounted to a repudiation of its contractual obligation and its obligation to deal with the Union in good faith. I find, therefore, that Respondent repudiated the contract and violated its duty to bargain in good faith under Section 10(1)(e) of PERA.

Under Section 16(a) of PERA, the Commission is authorized, upon the finding of an unfair labor practice, to order a respondent to take such affirmative action as shall effectuate the policies of the Act. The facts in this case are unusual. I recommend that the Commission issue the following order as best suited to ensure Respondent's compliance with its obligations under the Act.

RECOMMENDED ORDER

The City of Detroit, its officers and agents, are hereby ordered to:

1. Cease and desist from:

    a. Repudiating its obligation to pay retroactive pay to members of the bargaining unit represented by the Association of Municipal Engineers under their 2001-2005 collective bargaining agreement.

    b. Refusing to provide to the above labor organization the information and data necessary to determine whether the City has fully complied with this agreement.

2. Take the following affirmative action to effectuate the purposes of the Act:

    a. Within sixty days of this order, provide to the Association of Municipal Engineers:

        1. A detailed written explanation of the methods and assumptions used by the City in calculating retroactive pay for its bargaining unit under the parties' 2001-2005 collective bargaining agreement, including an explanation of how the City calculated the retro differentials it used to compute the amount of retroactive pay it owed employees;

        2. For each employee in the unit on May 1, 2005, a separate breakdown of the hours he or she worked and retroactive pay he or she earned in each pay period between July 1, 2003 and May 1,2005;

        3. For the following employees, a separate statement of what the City paid him or her in retroactive pay, and a written explanation for why this was less than $3,280, if applicable:3

            Michael Laskowski; Jaldhar Prasad; Mohindas Kashyap (sp)(City pension # 221171); Zahid Jawadi; Mozaffar Khan; Dinesh R. Vyas; Jubi Chackunkal; Kuriakcko Analil; Ashok Pinnamaneni; Arnold Smedes; Mirza Baig; Alexander Pollock; John Saad; Roldolfo Floro; Paul Aleobua; Mahendra Parikh; Gurbakhsh Kapur; Ashok Patel; Mohammed Hasnaiin; Swatantra Bitta; Pradeep Srivastava; Thaddeus Znoy; Thomas Thomas; Issa Halaseh; Jayakumar Pallegar; Michael Kubica; Mumtaz B. Hababa; Murugan Gopalswami; Richard Tenney; Ravikara

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3 The employees listed submitted affidavits stating that they were at the maximum of the pay scale between July 1, 2003 and July 1, 2005, were not on unpaid leave during this period, and received less than $3,280 in retroactive pay.

Shiravanthe; Ramsey Shago; Earl Howard; Donald E. McReynolds; Daljit Singh Benipal; Sushil Batra; Ebere Ounomene (sp).

b. Upon its request, and within thirty days of the Union's receipt of the information listed above, meet with representatives of the Union to answer any questions it may have about this information. A representative of the City with the knowledge and authority to resolve disputes over the City's compliance with its retroactive pay obligations shall be present at this meeting.

c. Upon the Union's request, and within thirty days of the City's compliance with the obligations listed above, pay each unit member all remaining retroactive pay owed him or her, including interest at the statutory rate of five percent per annum, computed quarterly, from January 20, 2006, the date of the City's last regular retro payment.

d. Post the attached notice to employees in conspicuous places on the City's premises, including all places where notices to employees in the Union's bargaining unit are customarily posted, for a period of thirty consecutive days.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

_____

Julia C. Stern
Administrative Law Judge

Dated: _____

NOTICE TO EMPLOYEES

AFTER A PUBLIC HEARING, THE MICHIGAN EMPLOYMENT RELATIONS COMMISSION HAS FOUND THE **CITY OF DETROIT** 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 repudiate our obligation to pay retroactive pay to members of the bargaining unit represented by the Association of Municipal Engineers under their 2001-2005 collective bargaining agreement.

WE WILL NOT refuse to provide to the above labor organization the information and data necessary to determine whether the City has fully complied with this agreement.

WE WILL, within sixty days of this order, provide to the Association of Municipal Engineers:

4. A detailed written explanation of the methods and assumptions used by the City in calculating retroactive pay for its bargaining unit under the parties' 2001-2005 collective bargaining agreement, including an explanation of how the City calculated the retro differentials it used to compute the amount of retroactive pay it owed employees;

5. For each employee in the unit on May 1, 2005, a separate breakdown of the hours he or she worked and retroactive pay he or she earned in each pay period between July 1, 2003 and May 1,2005;

6. For the following employees, a separate statement of what the City paid him or her in retroactive pay, and a written explanation for why this was less than $3,280, if applicable:4

   Michael Laskowski; Jaldhar Prasad; Mohindas Kashyap (sp)(City pension # 221171); Zahid Jawadi; Mozaffar Khan; Dinesh R. Vyas; Jubi Chackunkal; Kuriakcko Analil; Ashok Pinnamaneni; Arnold Smedes; Mirza Baig; Alexander Pollock; John Saad; Roldolfo Floro; Paul Aleobua; Mahendra Parikh; Gurbakhsh Kapur; Ashok Patel; Mohammed Hasnaiin; Swatantra Bitta; Pradeep Srivastava; Thaddeus Znoy; Thomas Thomas; Issa

4 The employees listed submitted affidavits stating that they were at the maximum of the pay scale between July 1, 2003 and July 1, 2005, were not on unpaid leave during this period, and received less than $3,280 in retroactive pay.

Halaseh; Jayakumar Pallegar; Michael Kubica; Mumtaz B. Hababa; Murugan Gopalswami; Richard Tenney; Ravikara Shiravanthe; Ramsey Shago; Earl Howard; Donald E. McReynolds; Daljit Singh Benipal; Sushil Batra; Ebere Ounomene (sp).

WE WILL, upon the Union's request, and within thirty days of its receipt of the information listed above, meet with representatives of the Union to answer any questions it may have about this information. A representative of the City with the knowledge and authority to resolve disputes over the City's compliance with its retroactive pay obligations shall be present at this meeting.

WE WILL, upon the Union's request, and within thirty days of the City's compliance with the obligations listed above, pay each unit member all remaining retroactive pay owed him or her, including interest at the statutory rate of five percent per annum, computed quarterly, from January 20, 2006, the date of the City's last regular retro payment.

As a public employer under the PERA, we are obligated to bargain in good faith with representatives selected by the majority of our employees with respect to rates of pay, wages, hour of employment or other conditions of employment. All of our employees are free to form, join or assist in labor organizations and to engage in lawful concerted activity through representatives of their own choice for the purpose of collective bargaining or other mutual aid and protection.

CITY OF DETROIT

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 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.