STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

In the Matter of:

CITY OF DETROIT,
Public Employer - Respondent,

-and-

Case No. C12 D-064
Docket No. 12-000552-MERC

INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE), LOCAL 324,
Labor Organization - Charging Party.
_____/

APPEARANCES:

James A. Britton, Attorney, for the Charging Party

DECISION AND ORDER

On January 11, 2013, Administrative Law Judge Julia C. Stern issued a 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

_____
Edward D. Callaghan, Commission Chair

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Nino E. Green, Commission Member

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Robert S. LaBrant, Commission Member

Dated: _____

STATE OF MICHIGAN
MICHIGAN ADMINISTRATIVE HEARING SYSTEM
EMPLOYMENT RELATIONS COMMISSION

In the Matter of:

CITY OF DETROIT,
Public Employer-Respondent,

Case No. C12 D-064
Docket No. 12-000552-MERC

-and-

INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE), LOCAL 324,
Labor Organization-Charging Party.
_____/

APPEARANCES:

No appearance for Respondent

Sachs Waldman P.C., by James Britton, for the Charging Party

DECISION AND RECOMMENDED ORDER
OF
ADMINISTRATIVE LAW JUDGE

Pursuant to §§10 and 16 of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, MCL 423.210 and 423.216, this case was heard at Detroit, Michigan on July 11, 2012, before Administrative Law Judge Julia C. Stern of the Michigan Administrative Hearing System (MAHS) for the Michigan Employment Relations Commission. Respondent did not appear at the hearing or file an answer to the charge. Under the authority of §72(1) of the Administrative Procedures Act, MCL 24. 272, and based upon the record consisting of evidence presented by Charging Party at the hearing and a post-hearing brief filed by it on August 12, 2012, I make the following findings of fact and conclusions of law, and recommend that the Commission issue the following order.

The Unfair Labor Practice Charge:

The International Union of Operating Engineers, Local 324, filed this unfair labor practice charge against the City of Detroit on April 2, 2012. The charge was amended on June 1, 2012. The charge asserts that Respondent repudiated its collective bargaining agreements with Charging Party and violated its duty to bargain in good faith under §15 of PERA by refusing to remit to Charging Party union dues that Respondent deducted from the paychecks of Charging Party's members between December 2009 and December 2010. Charging Party also alleges that Respondent violated its duty to bargain by failing to provide Charging Party with payroll records from 2009 and 2010, which Charging Party requested so that it could determine whether Respondent refused to remit additional dues monies.

Notification to Respondent:

According to a proof of service filed with the charge, Charging Party served Respondent with a copy of the original charge by mailing it to the head of Respondent's law department, Krystal Crittendon, on March 29, 2012. Thereafter, in accord with MAHS' usual practice, a copy of the original charge, along with a complaint and notice scheduling a hearing for July 11, 2012, was served by registered mail on Respondent at the office of its labor relations division. Another copy of these documents was sent to the law department. As verified by a return receipt from the U.S. Postal Service, the labor relations division received these documents on April 16, 2012.

As noted above, an amended charge was filed on June 1, 2012. On June 5, 2012, I sent a copy of the amended charge to Respondent's law department, along with a directive to Respondent to file an answer to the charge or position statement setting out any defenses it might have to the charge, including whether there was a good faith dispute over the amount Charging Party claimed that Respondent owed it, on or before June 25, 2012. Respondent did not file an answer or position statement, and did not appear at the hearing on July 11.

On July 12, I sent a letter to both Crittendon and Respondent labor relations director Lamont Satchel explaining what had occurred, including that no one had appeared for Respondent at the hearing, giving Respondent information on how to order a copy of the transcript, and suggesting a settlement conference if Respondent was interested. Neither Crittendon nor Satchel responded to this letter.

Findings of Fact:

Charging Party represents two separate bargaining units of employees of Respondent. One of these units is known as the operating engineers' unit and another is known as the principal clerks' unit. In late 2009 and early 2010, both of these units were covered by collective bargaining agreements that were to expire on June 30, 2012. Both agreements contained provisions requiring all members of the bargaining units to be members of Charging Party or pay Charging Party a service fee. Both also included provisions requiring Respondent to deduct union membership dues or service fees from the paychecks of employees who executed written forms authorizing these deductions.

Articles 6(F) and 6(G) of the principal clerks' agreement read as follows:

> (F) The Union shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Union, the City and its officers and employees shall be released from all liability to the employee assignors, and to the Union under such assignments.
>
> (G) The Union shall refund to employees dues and service fees erroneously deducted by the City and paid to the Union. The City may offset any amount erroneously or improperly deducted and paid to the Union from any subsequent remittance to the Union.

Article 5 of the operating engineers' agreement included this paragraph:

> Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the assignees' last known address, the City and its officers and employees shall be released from all liability to the employee assignors and to the assignees under such assignments.

At the time of the hearing and in 2009 and 2010, members of the principal clerks' unit who had executed written checkoff authorizations had dues or service fees withheld from every paycheck. Respondent's normal practice was to send Charging Party checks representing the dues and fees withheld from members of that unit after each pay period. The money was sent in the form of two separate checks. One check represented monies withheld from the checks of unit members paid from the Respondent's primary payroll system and the other represented monies withheld from unit members paid from the secondary payroll system (known as the Oracle system). Along with the checks, Respondent sent a deduction statement or statements listing the amounts deducted from the paycheck of each individual member for the pay period covered by the payment.

Members of the operating engineers' unit had dues or service fees withheld from one paycheck per month. Respondent sent Charging Party checks representing these deducted funds sometime after the end of each month. For reasons unknown to Charging Party, but probably related to the operation of the payroll system, Charging Party usually received one large check representing the dues/fees withheld from the majority of the employees in the operating engineers' unit plus a number of small checks representing the dues/fees withheld from the remainder of the employees in that unit. The checks for the operating engineers' unit were accompanied by deduction statements.

In July 2009, Charging Party was in the process of merging with another union local. Sometime during that month, Charging Party received a single check from Respondent for $34,317.37. At that time, the total amount that Charging Party normally received from Respondent for dues and fees withheld from both units was about $5,000 per month. Charging Party initially held the check. However, in September 2009 it cashed the check.

The evidence indicates that Respondent and Charging Party agreed that the July 2009 check had been issued in error and that it did not represent, at least in its entirety, dues and fees actually withheld from employees' paychecks. Sometime during the fall of 2009, Charging Party Business Representative Ennis McGee had discussions with Laverne Bronner-Wilson, a representative from Respondent's labor relations office, about what to do about the overpayment. Among the options they discussed was letting Charging Party keep the money until the dues and fees collected on its behalf reached $34,317.37; during that period Respondent would send Charging Party dues deduction statements but no money. However, Respondent and Charging Party could not reach agreement on how to handle the situation. Charging Party did not return the money and, during the fall of 2009, Respondent continued to remit dues and fees to Charging Party as they were withheld.

Beginning with the employees' last paycheck of 2009 for the operating engineers' unit, and with the first paycheck of 2010 for the principal clerks' unit, Respondent stopped sending Charging Party checks representing the union dues and fees it continued to withhold from the paychecks of members of these units. It also ceased sending Charging Party dues deduction reports showing what

had been deducted from its members' paychecks. It is not clear from the record when Charging Party realized that it was not receiving these checks. However, Charging Party took no action until sometime in early March 2010, when Rebecca Keeton, Charging Party's office coordinator and the person responsible for keeping track of dues from Respondent's employees, called Laverne Bronner-Wilson in an attempt to discuss the matter. Keeton left several messages, but Bronner-Wilson did not call her back. Keeton also sent Bronner-Wilson an email but did not receive a response.

Keeton had still not spoken to a Respondent representative about the matter when she sent Bronner-Wilson the following letter on May 6, 2010:

> Our office has been trying to contact you regarding the past due union dues payments. Currently we have not received the union dues deducted from December 2009 through April 2010 for our Engineering Bargaining Unit and from January 2010 through April 2010 for our Principal Clerks Bargaining Unit.
>
> Please check your records and if they concur with ours, please forward all deducted monies immediately.

Keeton did not get a response to her letter. In June or July 2010, Dan Ringo, then the Charging Party business agent assigned to Respondent's units, spoke to Bronner-Wilson. Bronner-Wilson told Ringo that Respondent was looking into the matter. Charging Party did not hear again from Respondent until after October 26, 2010, when Ringo sent Bronner-Wilson the following letter.

> The City remains in violation of its contractual obligation to remit all union dues monies deducted for Local 324 members.
>
> We have contacted your office several times to try and bring resolution to this issue.
>
> At this time we are requesting a meeting with yourself and payroll audit. Please contact me with the dates and times of your availability. . .

After receiving this letter, Bronner-Wilson called Ringo and they agreed to set up a meeting. In addition, starting with the first pay period in December 2010, Respondent recommenced sending Charging Party checks representing dues and fees withheld from its members' paychecks and dues deduction statements showing what had been withheld from each individual member.

The scheduled meeting did not take place until January 2011, when Keeton and Ringo met with Bronner-Wilson and Michael Lane, a manager from Respondent's payroll audit office. Respondent acknowledged during that meeting that Respondent had probably withheld more in dues and fees than it had remitted. Respondent agreed to supply Charging Party with deduction statements beginning with the last pay period in 2009 through the date Respondent had resumed remitting dues and fees. Respondent asked Charging Party to review these deduction statements and come up with an initial assessment of what Respondent owed.

Sometime in late March 2011, Respondent notified Charging Party that the dues deduction statements were available and Charging Party picked them up. Keeton then prepared a spreadsheet showing the amounts actually deducted from members' checks for each pay period for which Respondent had provided dues deduction statements. Keeton then subtracted the $34,317.37

Charging Party had received in July 2009 from the total and concluded that Respondent had failed to remit at least $11,913 in dues and service fees. She noted, however, that some deduction statements were missing. Specifically, Keeton did not have a deduction statement for employees in the operating engineers' unit with the 44130 pay code for December 2009, deduction statements for employees in that unit with the 47130 pay code for January and September 2010, and a deduction statement for employees in the principal clerks' unit paid from the primary payroll system for December 2010. Respondent had also failed to provide any deduction statements for employees in the principal clerks' unit paid from the Oracle payroll system for the eight pay periods between January 8 and May 7, 2010.

In July 2011, Charging Party sent both an email and a letter to Laverne Bronner-Wilson with the spreadsheet showing how it had calculated the amount due. The letter requested that payment of the $11,913 be made by August 19, 2011. The letter and spreadsheet also identified the missing dues deduction statements and asked that Respondent provide them so that Charging Party could calculate the final total. Shortly thereafter, Keeton spoke with Bronner-Wilson, who told her that Respondent had received the demand for payment and information, that Respondent would review it, and that Bronner-Wilson would get back to her.

Keeton testified that between July 2011 and January 2012, she and Bronner-Wilson exchanged several emails and phone messages. Keeton did not describe the content of these communications. Charging Party, however, did not receive any part of the $11,913 it had demanded or any of the deduction statements it had requested. Sometime in January 2012, Bronner-Wilson told Keeton that Bronner-Wilson would set up a telephone conference between Keeton and Cassandra Childress, the head of Respondent's payroll audit division, to try and bring about a resolution of the matter. Keeton testified that she understood that Childress had access to the additional dues deduction statements Keeton needed to calculate the total amount of dues and fees Respondent had failed to remit. Bronner-Wilson copied Keeton on an email to Childress, and Keeton sent Childress a copy of the Charging Party's July 2011 letter and the spreadsheet. However, Bronner-Wilson did not arrange the telephone conference and Childress did not respond to Keeton's email.

On February 20, 2012, Charging Party's attorney sent a letter to the head of Respondent's law department, Krystal Crittendon. The letter stated, in pertinent part:

> I am writing regarding the outstanding dues remittance first brought to the attention of LaVerne Bronner-Wilson, Labor Relations Specialist, by Becky Keeton, Office Coordinator for Local 324. The Union's records show, and discussions with Ms. Bronner-Wilson essentially confirmed, that although the City has collected dues from members in Local 324's Principal Clerks and Operating Engineers units for the last pay period in 2009 and for January through November 2010, the City has failed to turn over these payments to Local 324. In addition, it appears that the City is also liable for payments collected for Principal Clerks working at or on behalf of Oracle for certain periods in 2010. Ms. Keeton has requested that the City provide payroll statements needed to verify the specific amounts owed. To date, those records have not been furnished.
>
> Local 324 has calculated that the City presently owes $11,913.80 in dues that have been withheld but not remitted, not including sums owed for Principal Clerks working at or on behalf of Oracle. Ms. Keeton has attempted for several months now

> to resolve this issue with your Human Resources department. To date, the City has not offered any explanation as to why these payments have not been turned over to Local 324.
>
> Local 324 is demanding that the City remit all outstanding payments due to Local 324 within two weeks of the date of this letter (under cover letter to the undersigned). Further, Local 324 is demanding that the City furnish 2010 payroll records showing the amounts owed by the City on behalf of Oracle. These documents were requested of Ms. Bronner-Wilson as recently as September 14, 2010. If payment and the requested documents have not been received within two weeks, my client has instructed out office to commence civil and criminal action in order to recover payments owed to Local 324. I am attached a spreadsheet (previously forwarded to Ms. Bronner-Wilson) showing the outstanding amounts owed to Local 324.
>
> Attached to this letter was another copy of Keeton's spreadsheet.

On April 2, 2012, after Charging Party had not received any response to its February 20 letter, it filed the instant unfair labor practice charge.

Discussion and Conclusions of Law:

Section 16(a) of PERA states that no complaint shall issue based upon any unfair labor practice occurring more than six months prior to the filing of the charge with the Commission and the service of a copy of the charge upon the person against whom the charge is made. The Commission has consistently held that the statute of limitations contained in §16(a) is jurisdictional rather than an affirmative defense and is not waived by a respondent's failure to raise it. See, e.g., *Walkerville Rural Cmty Schs*, 1994 MERC Lab Op 582, 583; *Traverse Area Dist Library*, 25 MPER 82 (2012). The limitations period under §16(a) starts to run when the charging party knows or should have known of the acts constituting the unfair labor practice and has good reason to believe the acts were improper or done in an improper manner. *Huntington Woods v Wines*, 122 Mich App 650, 652 (1983), aff'g 1981 MERC Lab Op 836.

The alleged unfair labor practices in this case are, first, Respondent's repudiation of its contractual obligation to remit to Charging Party dues and fees withheld from the paychecks of its members and, second, Respondent's failure to provide Charging Party with the dues deduction statements it requested so that it could determine the amount of dues and fees not remitted. The "act" constituting the first alleged unfair labor practice, I find, occurred in December 2009 when Respondent stopped sending Charging Party checks representing the dues and fees Respondent had withheld from its members' paychecks. However, although not authorized either by the collective bargaining agreement or an agreement of the parties, Respondent's decision to keep the dues was arguably not improper because at that time Charging Party was holding funds from Respondent that had been sent to it by mistake. In fact, the parties had previously discussed allowing Respondent to recoup this money by taking dues money withheld from employees. I find, however, that by October 26, 2010, when Charging Party sent Respondent the letter stating that Respondent "remains in violation of its contractual obligation to remit all union dues monies deducted for Local 324 members," Charging Party either knew or should have known that Respondent had more than recouped the July 2009 overpayment and was repudiating its obligation to remit dues and fees previously withheld from Charging Party's members. It is clear that by July 2011, when it sent

Respondent a letter demanding payment of $11,913, Charging Party was fully aware that Respondent had not remitted all the funds.

Charging Party points out that when the alleged unfair labor practice is an employer's unilateral change in existing working conditions, the statute of limitations under §16(a) does not begin to run until the employer decides to make the change and the union has notice of that fact, citing *Livingston Co*, 1988 MERC Lab Op 590 (statute began to run when employer made final decision to subcontract bargaining unit work, not when it began discussing it). It points out that here Respondent never notified Charging Party that it had made a decision not to pay the money. That is, it never denied owing dues money or informed Charging Party that it would not remit the funds. According to Charging Party, it was not until after February 2012, when Respondent's corporation counsel did not respond to the letter from Charging Party's counsel, that Charging Party was put on notice that Respondent did not intend to pay. Thus, it argues, the statute of limitations did not begin to run until sometime after that letter.

I do not agree with Charging Party that the statute of limitations on its repudiation claim did not begin to run until after February 2012. By July 2011, at the very latest, Charging Party knew that Respondent was holding dues and fees paid by Charging Party's members that Respondent was contractually required to remit to the Charging Party.1 Between that date and the filing of the charge the following April, Bronner-Wilson and Keeton apparently had discussions about how much money Respondent owed. However, as Charging Party itself notes in its brief, citing *Livonia Pub Schs*, 1975 MERC Lab Op 1020 (no exceptions), the Commission has held that efforts by the parties to voluntarily resolve a dispute do not toll the statutory statute of limitations in §16(a).

In *City of Detroit*¸ 18 MPER 73 (2005), on facts that seemed similar to those in the instant case, the Commission suggested that an employer's repeated promises to the union to investigate the facts underlying charging party's grievance might justify finding the employer's refusal to arbitrate the grievance to constitute a "continuing violation" for statute of limitations purposes. The administrative law judge (ALJ) in that case had recommended dismissal of the charges on summary disposition on the grounds that they were untimely filed. In the case, the union had filed a grievance alleging that certain of its members had been underpaid. According to the facts as summarized by the ALJ, in May 2002, the union formally sought to move the grievance to arbitration. As it had at earlier stages of the grievance procedure, the employer asked the union to be patient while it investigated, implicitly promising that the grievance would be resolved in the union's favor. The Commission noted that had the employer expressly refused to arbitrate, the statute of limitations would have begun to run on the date of its express refusal. It stated that it was "not willing to find that a charging party should lose the right to pursue a charge because, in good faith, it acceded to the respondent's requests for ample time to investigate and resolve the underlying claims." The Commission then suggested that if the record indicated that the employer's "repeated promises to investigate were merely designed to delay resolution," its refusal to arbitrate might constitute a continuing violation. The Commission then remanded to the ALJ for a full evidentiary hearing. After a hearing, the ALJ, in *City of Detroit*, 22 MPER 11 (2009), found that while the union had orally requested arbitration sometime after April 9, 2002, it had never formally demanded arbitration as the collective bargaining agreement required. On these facts, both the ALJ and the Commission on exceptions concluded that the employer had not repudiated its contractual obligation to arbitrate.

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1 Whether Charging Party, under the language of its collective bargaining agreements, had the right to enforce this contractual promise is a question I need not address.

Neither the ALJ, on remand, nor the Commission in its second decision, addressed the statute of limitations issue, although the Commission commented that it did not "condone what appears to be [the employer's] delay and seeming indifference to resolving the matter."

In the early days of the statute, in *City of Adrian*, 1970 MERC Lab Op 579, 581, the Commission adopted the holding of the U.S. Supreme Court in *Local Lodge No 1424 v NLRB (Bryan Mfg)*, 362 Mich 411 (1960), rejecting "the doctrine of continuing violation if the inception of the violation occurred more than six months prior to the filing of the charge." In the instant case, as discussed above, Respondent's repudiation of its contractual obligation to remit dues and fees occurred sometime in 2010, and Charging Party was aware of this repudiation at least eight months prior to filing the charge. Whether or not Respondent had an excuse for its desultory attempts to resolve the matter, Charging Party could have protected its rights under PERA by filing a charge while continuing to work with Respondent to achieve a mutually satisfactory resolution. Because the charge was not filed until April 2, 2012, I conclude that the allegation that Respondent violated its duty to bargain by repudiating its contractual obligation to remit dues and fees withheld from Charging Party's members was untimely under §16(a). Because the charge was untimely filed, it must be dismissed.

The second alleged unfair labor practice is Respondent's failure to provide Charging Party with the dues deduction statements Charging Party first requested in its July 2011 letter. In order to satisfy its bargaining obligation under Section 10(1)(e) of PERA, an employer must timely supply requested information to permit the union to engage in collective bargaining and to police the administration of the contract. *Wayne Co*, 1997 MERC Lab Op 679; *Ecorse Pub Sch*, 1995 MERC Lab Op 384, 387. The standard applied is a liberal discovery-type standard. The employer has a duty to disclose the requested information as long as there exists a reasonable probability that the information will be of use to the union in carrying out its statutory duties. *Wayne Co; SMART*, 1993 MERC Lab Op 355, 357. See also *Pfizer, Inc*, 268 NLRB 916 (1984), enf' d, 763 F2d 887 (CA 7 1985). Information relating to terms and conditions of employment, such as wages, job descriptions, and other information pertaining to bargaining unit employees is presumptively relevant and the employer must provide it unless it rebuts the presumption. *Plymouth Canton Cmty Schs*, 1998 MERC Lab Op 545; *City of Detroit, Dep't of Transp*, 1998 MERC Lab Op 205. If a union's request for relevant information is ambiguous or overbroad, an employer cannot simply refuse to comply, but must request clarification and/or comply with the request to the extent it encompasses necessary and relevant information. In *re Lexus of Concord, Inc*, 330 NLRB 1409, 1417 (2000); *Keauhou Beach Hotel*, 298 NLRB 702 (1990).

The dues deduction statements Charging Party requested contained information about dues and service fees paid to Charging Party by its members and were, I find, relevant to Charging Party's duty to police its contract. I conclude that Respondent had an obligation under §10(1)(e) of PERA to provide Charging Party with this information. A charge alleging that an employer failed to respond to a request for relevant information made in July 2011 would be untimely if filed in April 2012. Here, however, Charging Party made another request for the information on February 20, 2012. Since the information remained as relevant in February 2012 as it was in July 2011, I see no reason why Respondent's failure to respond to the February 20, 2012 request in a timely manner should not be considered a separate violation. Since the charge was timely as to that violation, I conclude that Respondent should be found to have violated its duty to bargain by failing to provide Respondent with the dues deductions statements requested by Charging Party in its February 20, 2012 letter and its attachments. I recommend, therefore, that the Commission issue the following order.

RECOMMENDED ORDER

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

1. Cease and desist from failing to provide the International Union of Operating Engineers (IUOE) Local 324, in a timely fashion, with information requested by it relevant to its duty to police its collective bargaining agreement, including information requested by that union on February 20, 2012 about union dues and fees withheld from the paychecks of members of its bargaining units but not remitted to the union.

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

a. Provide IUOE Local 324 with deduction statements showing the amounts withheld from the paychecks of members of that labor organization's principal clerks' and operating engineers' bargaining units, as follows:

1. For employees in the operating engineers' unit with the 44130 pay code, amounts withheld for union dues and fees in December 2009;

2. For employees in the operating engineers' unit with the 47130 pay code, amounts withheld for union dues and fees in January 2010 and September 2010;

3. For employees in the principal clerks' unit paid from the primary payroll system, amounts withheld for union dues and fees in December 2010;

4. For employees in the principal clerks unit paid from the Oracle payroll system, amounts withheld for union dues and fee in all pay periods between January 8 and May 7, 2010.

b. Post the attached notice to employees in conspicuous places on Respondent's premises, including all places where notices to employees in the principal clerks' and operating engineers' bargaining units are customarily posted, for a period of thirty (30) consecutive days.

The allegation that Respondent repudiated its contractual obligation to remit dues and fees withheld from employees' paychecks is dismissed as untimely.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

_____

Julia C. Stern
Administrative Law Judge
Michigan Administrative Hearing System

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 fail to provide the International Union of Operating Engineers (IUOE) Local 324, in a timely fashion, with information requested by that union on relevant to its duty to police its collective bargaining agreement, including information requested by that union on February 20, 2012 about union dues and fees withheld from the paychecks of members of its bargaining units but not remitted to the union.

WE WILL provide IUOE Local 324 with deduction statements showing the amounts withheld from the paychecks of members of that labor organization's principal clerks' and operating engineers' bargaining units, as follows:

1. For employees in the operating engineers' unit with the 44130 pay code, amounts withheld for union dues and fees in December 2009;

2. For employees in the operating engineers' unit with the 47130 pay code, amounts withheld for union dues and fees in January 2010 and September 2010;

3. For employees in the principal clerks' unit paid from the primary payroll system, amounts withheld for union dues and fees in December 2010;

4. For employees in the principal clerks unit paid from the Oracle payroll system, amounts withheld for union dues and fee in all pay periods between January 8 and May 7, 2010.

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.
Case No. C12 D-064/12-000552