STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

In the Matter of:

CITY OF LANSING,
Public Employer-Respondent,

MERC Case Nos. C14 F-070 & C15 A-009
-and- Hearing Docket Nos. 15-003806-MERC & 14-014118-MERC

TEAMSTERS LOCAL 580,
Labor Organization-Charging Party.
_____/

APPEARANCES:

Dykema Gossett PLLC, by Kiffi Y. Ford, for Respondent

Soldon Law Firm, LLC, by Kyle A. McCoy, for Charging Party

DECISION AND ORDER

On February 19, 2016, Administrative Law Judge Travis Calderwood issued his Decision and Recommended Order in the above matter finding that Respondent did not violate Section 10 of the Public Employment Relations Act, 1965 PA 379, as amended, and recommending that the Commission dismiss the charges and complaint.

The Decision and Recommended Order of the Administrative Law Judge was served on the interested parties in accord with Section 16 of the Act.

The parties have had an opportunity to review the Decision and Recommended Order for a period of at least 20 days from the date of service and no exceptions have been filed by either of the parties.

ORDER

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

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

/s/
Edward D. Callaghan, Commission Chair

/s/
Robert S. LaBrant, Commission Member

/s/
Natalie P. Yaw, Commission Member

Dated: April 20, 2016

STATE OF MICHIGAN
MICHIGAN ADMINISTRATIVE HEARING SYSTEM
EMPLOYMENT RELATIONS COMMISSION

In the Matter of:

Case Nos. C14 F-070
C15 A-009

CITY OF LANSING,
Respondent-Public Employer,

Docket Nos. 14-014118-MERC
15-003806-MERC

-and-

TEAMSTERS LOCAL 580,
Charging Party-Labor Organization.
_____/

APPEARANCES:

Dykema Gossett PLLC, by Kiffi Y. Ford, for Respondent

Soldon Law Firm, LLC, by Kyle A. McCoy, for the Labor Organization

DECISION AND RECOMMENDED ORDER
OF ADMINISTRATIVE LAW JUDGE
ON SUMMARY DISPOSITION

On June 23, 2014, and January 13, 2015, Teamsters Local 580, ("Charging Party" or "Union"), filed the above captioned unfair labor practice charges against the City of Lansing ("Respondent" or "City"). Pursuant to Sections 10 and 16 of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, MCL 423.210 and 423.216, these cases were assigned to Administrative Law Judge Travis Calderwood, of the Michigan Administrative Hearing System, acting on behalf of the Michigan Employment Relations Commission (Commission). Based on the pleadings filed by the parties on or before March 20, 2015, and the transcript of the oral argument held on March 30, 2015, I make the following findings of fact and conclusions of law.

Unfair Labor Practice Charges and Background:

The facts as set out below are either not in dispute or taken in the light most favorable to the non-moving party.

On April 22, 2013, the Union filed a grievance in which it claimed that the City failed to comply with various terms of a collective bargaining agreement effective between the parties.

Specifically, the Union alleged that the City failed to maintain adequate detention officer ("DO") staffing levels under terms of the contract. The grievance proceeded to step three on May 6, 2013.

On May 14, 2013, the City, in a written decision ("Grievance Decision"), granted the grievance. The grievance decision stated that for the 2013 fiscal year, the City budgeted for sixteen (16) DO's, but that there were currently four vacancies. The Grievance Decision went on to state that, effective that day, the City posted the DO position on its website and that the posting would continue until May 28, 2013; a selection process to fill the vacant positions would begin as soon as possible after May 28, 2013; the City, in recognition of the staffing vacancies, had hired, on a temporary basis, two contract employees (one full-time and the other part-time); and, indicated that the approval process had begun to hire three additional DO's from the current hiring rosters. The Grievance Decision, signed by Terri Taylor, the City's Human Resources Department Head, ended with the statement that the grievance was granted "as indicated with the timelines above."

On October 15, 2013, Charging Party's Business Representative, Lynne Meade, emailed the City's Police Chief, Michael Yankowski, and inquired as to the City's progress in complying with the May Grievance Decision. Later that day Yankowski responded by email and indicated that two new DO's had been hired and that additional candidates were entering the background stage of the City's hiring process. Yankowski also revealed the City had experienced some unexpected staffing issues that included resignations and injuries.

On or around February 25, 2014, Charging Party met with Respondent to once again inquire as to the City's progress in hiring DO's. Charging Party claims that at that time no additional DO's, except for the two new ones that had been hired as of October of 2013, had been hired. Charging Party also claims that it voiced its disapproval with the City's failure to transfer unit member and DO Mindy Ross to a Property and Supply position she had been awarded back in 2012.

On June 23, 2014, Charging Party filed an unfair labor practice charge, Case C14 F-070, alleging that the City had failed to abide by the timelines as set forth in the May 2013 Grievance Decision, and that such failure violated the duty to bargain in good faith under PERA. Also stated within that charge was the allegation that the City had failed to transfer Ross to the Property and Supply unit; however Charging Party did not indicate on what basis the non-transfer violated PERA. An evidentiary hearing on the June 23, 2014, charge was scheduled for August 1, 2014.

By letter, dated July 16, 2014, the Law Office of Wayne A. Rudell, PLC, by attorney Wayne A. Rudell, entered an appearance on behalf of the Union and requested that a pre-hearing conference be held once an appearance of counsel was filed on behalf of the City. On July 22, 2014, the law firm of Dykema Gossett, PLLC, through Kiffi Y. Ford, entered its appearance on behalf of the City and with the concurrence of Charging Party's counsel, requested an adjournment of the August 1, 2014, hearing and requested the scheduling of a pre-hearing conference.

Charging Party, by letter dated July 24, 2014, requested several pieces of information regarding the City's actions in complying with the May 2013 Grievance Decision.

On July 29, 2014, Respondent responded seeking clarification with respect to some of Charging Party's requests and indicated the City was gathering the information requested and would provide it. My office was not copied on either Charging Party's request or Respondent's response.

A pre-hearing conference was held by telephone on July 30, 2014. During that call, the

Grievance Decision was discussed as well as the allegations from counsel for Charging Party that the City was violating the status quo. The City indicated it would move for a more definite statement given that allegations regarding the status quo were not contained in the original charge. I directed Charging Party to amend its initial charge if it wished to pursue its allegations regarding the status quo. Neither party mentioned the earlier correspondence between them regarding Charging Party's information request. Following that conference, a follow-up conference was scheduled for the afternoon of September 16, 2014, and an evidentiary hearing for October 6, 2014.

By letter, dated August 26, 2014, Respondent provided Charging Party with responses to most of Charging Party's requests. The information provided included the name, gender and hire date of three (3) DO's hired since February 1, 2013; the name, gender and current step in the hiring process of seven (7) individuals who the City was planning on hiring as DO's; the name, gender, employment status, and bargaining unit of eighteen (18) DO's who had worked for the City in the position of DO, twelve (12) of whom were currently working as DO within Charging Party's bargaining unit and three (3) currently working on a contract basis. As before, my office was not copied on the August 26, 2014, response.

On the morning of September 16, 2014, counsel for the City provided my office, by fax, a copy of a letter which indicated it was supplementing its August 26, 2014, response to Charging Party's July 24, 2014, request. This was the first time I became aware of Charging Party's information requests and of Respondent's responses. That correspondence indicated the following:

(1) That Respondent believed it was obligated to fill sixteen (16) Detention Officer positions, comprising of thirteen (13) Detention Officers and (3) Lead Detention Officers for the 2013, 2014, and 2015 fiscal years.
(2) That Respondent had twelve (12) Detention Officers, seven (7) female and five (5) male, then currently in its direct employment, together with three (3) Detention Officers, two (2) male and one (1) female, on temporary contract, for a total of fifteen (15) Detention Officers.
(3) That the approximate date of Ross's transfer was sometime between January 3, 2015, and March 3, 2015.
(4) That, since February 1, 2013, three (3) full time male Detention Officers had been hired and placed within the Union's bargaining unit.
(5) That there were presently six (6) candidates for Detention Officer, equally male and female, in various steps of the hiring process.

During the September 16, 2014, pre-hearing conference, the parties and I discussed the claims made by Respondent in its letter dated that same day. Counsel for Charging Party vehemently denied the veracity of Respondent's statements, but, when pressed as to the basis of his skepticism, he could provide no supporting factual allegations.

Once again the issues regarding alleged violations of the status quo were discussed and I repeated my earlier directive to file an amended charge. At the conclusion of the call, the parties agreed that the October 6, 2014, evidentiary hearing should be adjourned and another telephone conference should be held that day instead.

During the telephone conference on October 6, 2014, it was determined that not much progress had occurred since the September 16, 2014, conference. The parties agreed to participate

in another telephone conference on November 14, 2014, in further attempts to clarify and possible settle this matter. The City agreed to supplement and update the information it previously provided in the September 16, 2014, letter. During this pre-hearing conference, the issues regarding alleged violations of the status quo were once again discussed and, again, I repeated the directive to file an amended charge.

By letter, dated October 21, 2014, Respondent supplemented its August 26, 2014, and September 16, 2014, responses. In that correspondence Respondent indicated that three (3) individuals would begin full-time employment as DO's with the City on October 27, 2014. Charging Party, on October 24, 2014, requested that Respondent indicate the bargaining unit status of the three individuals identified in the October 21, 2014, letter.

On November 12, 2014, Charging Party filed a proposed Amended Charge comprising of twenty-six (26) single spaced pages. Charging Party in its proposed Amended Charge alleges, although not in any semblance of a clear and concise fashion, numerous acts or omissions on the part of the City which Charging Party claims were violations of PERA.

On November 14, 2014, the parties once again participated in a telephone prehearing conference. The City indicated that it had received the proposed Amended Charge but was not prepared to discuss it given its recent filing. Charging Party indicated that it was disputing the information provided to date by the City with regard to DO staffing levels. The City agreed to provide an affidavit identifying the status of DO staffing. A subsequent telephone conference was scheduled for December 4, 2014, to discuss both Charging Party's concerns regarding the accuracy of the City's claims as well as the possible admission of the proposed Amended Charge.[1]

On November 25, 2014, the City provided an affidavit sworn to by Susan Graham, the City's Labor Relations Manager, dated November 20, 2014, which indicated that there were seventeen (17) Detention Officers in the employ of the City; each of whom were members of Charging Party's bargaining unit. In that affidavit, Graham stated under penalty of perjury, that:

> As of November 20, 2014, the City employs the following individuals as Detention Officers, and they are members of the Teamsters Local 580, Clerical, Technical and Professional Unit:
>
> Barnhill, Elizabeth, Detention Officer
> Caldwell, Jameria, Detention Officer
> Davis II, Robert, Detention Officer
> Davis, Jason, Detention Officer
> Grant, Jacob, Detention Officer
> Gude, Raymone, Detention Officer
> Hadzajlic-Liskiewicz, Lana, Detention Officer
> Hudson, Kristin, Detention Officer
> Kelley, Brian, Lead Detention Officer
> Kopf, Rebecca, Detention Officer
> Layne, Patricia, Detention Officer

[1] Upon request of the parties, the December 4, 2014, telephone conference was adjourned to December 18, 2014.

Ouderkirk, Melissa, Detention Officer
Ridenour, Lorrie, Detention Officer
Rosenbery, Gregg, Lead Detention Officer
Ross, Malynda, Detention Officer
Sherrill, Damon, Detention Officer
Wright, Charles, Detention Officer

During the December 18, 2014, telephone conference, counsel for Charging Party once again disputed the accuracy and veracity of the information provided by the City. When directed to provide an offer of proof, counsel indicated that the information the City provided by affidavit dated November 20, 2014, was in direct contradiction to information in its possession in the form of personnel records. When questioned on how current those records were, counsel conceded that they were at least a few months old. The City then objected to the admission of the proposed Amended Charge on the grounds that it was not clear what Charging Party was alleging. Following further conversation regarding the confusing nature of the Amended Charge, I directed the parties to appear in person for a prehearing conference.

On January 13, 2015, counsel for both parties appeared before the undersigned. At the conclusion of the conference, I indicated that I was denying the admission of the proposed Amended Charge and that an order would be issued shortly to that effect. I then indicated that I would be setting this matter for an evidentiary hearing proceeding on the original Charge as filed. Following representation from the City that it intended to file a motion to dismiss, further discussions with the parties resulted in certain timelines being set regarding the filing of motions and subsequent reply filings together with a date set for hearing.[2]

On January 16, 2015, I issued an interim order denying the admission of Charging Party's amended charge in which I stated the following:

> I find that the November 12, 2014, proposed Amended Charge, does not comply with Rule 151(2) of the Commission's General Rules, 2002 AACS; 2014 MR 24, R 423.151(2), which requires that an unfair labor practice charge provide a "clear and complete statement of the facts which allege a violation of LMA or PERA." (Emphasis supplied.) The proposed Amended Charged filed by the Charging Party, by nature of its length, wordiness, and cyclical recitation of facts, which may or may not include relevant facts, does not constitute a "clear and complete" statement of facts to properly notice Respondent as to the nature of the charge or charges made against it. For this reason, I must conclude that it is not "just and consistent with due process," as required by Rule 153(4) of the Commission's General Rules, 2002 AACS; 2014 MR 24, R 423.153(4), to permit the admission of the proposed Amended Charge.

On January 19, 2015, I was assigned the unfair labor practice charge, Case No. C15 A-009, filed by Teamsters Local 580 against the City of Lansing. Charging Party's counsel filed that charge in person with the Commission at its Detroit offices on January 13, 2015, approximately

[2] The parties agreed to a schedule that required the City to file any prehearing motion seeking disposition of this matter by February 23, 2015, and that any response by Charging Party be filed before March 17, 2015. Further, March 30, 2015, had been set aside for the evidentiary hearing or an oral argument, if needed.

ten minutes after I had concluded the in-person prehearing conference with the parties in Case No. C14 F-070. Upon review of that charge, it was clear that the allegations contained therein mirrored, albeit in a slightly more succinct and comprehensible manner, the allegations proposed in Charging Party's amended charge which I had declined to admit. By letter, dated February 5, 2015, I indicated to the parties that, while I questioned the approach taken by Charging Party in so far as it was not disclosed during the January 13, 2015, conference that it would be filing the "new" charge immediately following our conference, I was consolidating the matters. I further indicated that we would proceed according to the previously agreed upon schedule.

Charging Party's newly filed charge, C15 A-009, alleged that the City violated its duty to maintain the status quo, discriminated unlawfully against bargaining unit members and failed to promptly provide proper responses to requests for information. Both the alleged violations of the status quo and discrimination allegation alluded to the City's alleged failure to transfer Ross to the position with Property and Supply. Charging Party's claim regarding the alleged failure by the City to respond to information request was referred to the City's responses and non-responses to the multitude of requests made by Charging Party in Case No. C14 F-070.

On February 18, 2015, Respondent requested, and was granted, an extension to file its motion seeking dismissal to March 2, 2015. Respondent's motion seeking summary dismissal of the consolidated charges was filed on March 2, 2015. Respondent, with respect to the initial charge, claims that the Commission does not possess subject matter jurisdiction over the charge because it involves questions of contractual interpretation which should be subject to the parties' agreed upon grievance procedure. Respondent argues, in the alternative, that even if it is found that the Commission possesses jurisdiction over the original charge, summary disposition is appropriate because the original charge fails to state a claim under PERA and also because the charge is barred by PERA's six month statute of limitations. With respect to the second consolidated charge, Respondent claims summary disposition is warranted because the allegations of that charge also fail to state a claim under PERA upon which relief could be granted.

On March 16, 2015, Charging Party requested, and was granted, an extension to file its response to Respondent's motion to March 24, 2015. Charging Party filed its written response on March 20, 2015.

On March 30, 2015, oral argument over Respondent's motion seeking summary disposition was held before the undersigned in Lansing, Michigan. Appearing at the oral argument was Attorney Wayne A. Rudell for Charging Party and Attorney Kiffi Y. Ford for Respondent.

The parties agreed at the conclusion of the oral argument that each would have one week from the date that the transcript of the proceeding was mailed to my office in which to provide notice of their intent to file a post-argument brief. The transcript was mailed to myself and the parties on April 10, 2015. On April 15, 2015, I received notice from Charging Party's counsel Rudell that he intended to file a supplemental brief.

On April 29, 2015, I received notice from Rudell that Charging Party has decided to substitute him as counsel in favor of Attorney Kyle A. McCoy. On May 4, 2015, I received a notice of appearance filed on behalf of Charging Party from the Soldon Law Firm, LLC, by Kyle A. McCoy. McCoy requested in that filing, and was granted, an extension to May 22, 2015, in which to file any supplemental brief. On May 8, 2015, McCoy notified my office, by email, that he would not be filing any supplemental brief in this matter.

Discussion and Conclusions of Law:

Case No. C14 F-070

The Commission has consistently held that the statute of limitations, contained within Section 16(a) of PERA, is jurisdictional and cannot be waived. *Walkerville Rural Comm Sch*, 1994 MERC Lab Op 582, 583. The limitations period commences 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). PERA's strict timeliness requirement is not tolled by the "attempts of an employee or a union to seek a remedy elsewhere, including the filing of grievance, or while another proceeding involving the dispute is pending." *AFSCME, Council 25, Local 2394*, 28 MPER 25 (2014). Internal efforts to remedy unfair labor practices will not toll the limitations period for filing complaints. *Troy Sch Dist*, 16 MPER 34 (2003).

Respondent argues that the allegations set forth by Charging Party in Case No. C14 F-070 were known in October 2013, as evidenced by the October 15, 2013, email from Meade to Yankowski. Charging Party admits that it was concerned with the progress of the City's compliance with the May Grievance Decision in October of 2013, but it argues that the City's response to its inquiry prevents a finding that it knew or should have known at that time that an unfair labor practice had occurred and that a "question of fact remains about when Local 580 had the requisite knowledge of the City's intentions." Charging Party argued during at oral argument that the City's responses to its inquiries regarding compliance are such that they were led to believe that the City was indeed planning on complying and that because of that reliance dismissal on timeliness grounds in improper.

The Commission, in *City of Detroit*, 18 MPER 73 (2005), considered an argument predicated on a party's reliance on other sides assurances in finding a charge timely. In *City of Detroit*, the employer on several occasion asked that charging party remain patient while it attempted to rectify a problem with underpaying some unit members. The original issue had been grieved in November 2001 with a grievance hearing held on November 26, 2001, at which time the City asked charging party to be patient while it worked towards a solution. On March 16, 2002, at the conclusion of another grievance hearing the City repeated its earlier request for patience. On May 16, 2002, the charging party moved to advance the matter to arbitration to which the employer did not agree and instead once again asked for more time.

The charge was filed on April 28, 2003, more than six months after the employer refused to proceed to arbitration. The ALJ held the charge untimely and recommended that the Commission dismiss the charge. The Commission remanded the proceeding back to the ALJ and stated that "we are 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."

In the present case, Charging Party has failed to provide any allegation to support a claim that it reasonably relied on statements similar to those present in *City of Detroit*. On the contrary, what has been alleged thus far reveals that the City merely provided information as to where it was in the process of complying with the Grievance Decision and that the only assurance being given that it was moving as quickly as it could. Whether the statute of limitations began to run from the

date of the May 2013 Grievance Decision or in mid-October that same year is immaterial because in either situation, or even in some midway point between the two, more than six months passed before the filing of Case No. C14 F-070; Docket No. 14-014118-MERC. As such, Charging Party's allegations regarding Respondent's failure to abide by the Grievance Decision must be dismissed as untimely as the charge was filed more than six months

It is under the same rationale as explained above that any allegations, as it relates to the non-transfer of Ross, should also be dismissed as untimely in Case No. C14 F-070; Docket No. 14-014118-MERC. Ignoring first the fact that Charging Party failed to articulate any actionable claim under PERA relating to Ross under this Charge, the fact remains that although Ross was admittedly awarded a transfer from one bargaining unit position to another back sometime in 2012, the first charge alleging that the non-transfer was some unspecified violation of PERA did not occur until June 23, 2014, clearly past the six month limit contained within the Act.

Case No. C15 A-009

Charging Party asserts in Case No. C15 A-009 that the City, both violated the status quo and unlawfully discriminated against Ross, by not transferring her to a Property and Supply Unit position. [3] With respect to the status quo, Charging Party stated the following allegations in its charge:

- The City altered that status quo by preventing on a prolonged basis a member of [Charging Party's bargaining unit] like Mindy Ross from exercising admitted seniority and other rights to obtain or fill a different job, position, or classification in [Charging Party's bargaining unit] solely because the City still had not done enough even by August 26, 2014 to have 16 detention officers trained and actively working…

- The City altered that status quo by preventing Mindy Ross from exercising her admitted seniority right and other rights to obtain or fill a property and supply position in [Charging Party's bargaining unit] until sometime between January 3, 2015 and March 3, 2015…

- The City altered that status quo by assigning the identical work of a property and supply position in [Charging Party's bargaining unit] on a permanent or prolonged basis to a non-unit person…

- The City altered that status quo by assigning on a permanent or prolonged basis the identical work of detention officers who are members of [Charging Party's bargaining unit] to [contracted persons not members of Charging Party's bargaining unit]…

- The City altered that status quo by filling so many scheduled slots in shifts described by the [Collective Bargaining Agreement] with a non-unit person on

[3] On the record during the March 30, 2015, oral argument, Respondent's Counsel, stated that as of February 27 or 28 of 2015, Ross had been transferred to the Supply and Property Unit. Charging Party did not dispute the claim.

a permanent or prolonged basis…

Ignoring that Charging Party's above allegations requires the undersigned to make presumptions regarding the existence of a recognized status quo for PERA purposes and further what the alleged status quo was, the fact remains that the impetus of those allegations is the City's compliance or non-compliance with the May 2013 Grievance Decision. As such, it is the conclusion of the undersigned, for the reasons stated above in the discussion regarding C14 F-070, these allegations are untimely.

Addressing next Charging Party's claims that the City's failure to transfer Ross was predicated on unlawful discriminatory pretenses, once again the same timeliness concerns raised above necessitate dismissal. Arguing innuendo that such a claim is timely and states a claim with greater specificity then the allegation in Case No. C14 F-070, summary dismissal would still be proper as it is clear from the filings and oral arguments that Charging Party has failed to establish a prima facie case in support thereof. In order to establish a prima facie case of unlawful discrimination under PERA that resulted in an adverse employment action, a charging party must allege: (1) union or other protected concerted activity; (2) employer knowledge of that activity; (3) anti-union animus or hostility to the employees' protected rights; and (4) suspicious timing or other evidence that the protected activity was a motivating cause of the allegedly discriminatory action. *Waterford Sch Dist*, 19 MPER 60 (2006). If the charging party has alleged that the employer's unlawful discrimination is motivated by anti-union animus, that party bears the burden of demonstrating that protected conduct was a motivating or substantial factor in the employer' s decision. *MESPA v Evart Pub Sch*, 125 Mich App 71, 74 (1983); *Southfield Pub Schs*, 25 MPER 36 (2011). Only after a charging party establishes a prima facie case of unlawful discrimination does the burden shift to the respondent to demonstrate with credible evidence that the same action would have taken place even in the absence of the protected conduct. *Michigan Educational Support Personnel Ass'n v. Evart Public Schools*, 125 Mich. App. 71, 74 (1983). Even if one were to presume that the transfer of Ross was grounded in union or other protected activity, a claim which has not been alleged with any specificity, Charging Party has not alleged with any semblance of specificity any factual basis that could establish that anti-union animus or hostility toward Ross's protected rights was present or that such animus or hostility motivated the delay in the transfer.

Charging Party's final allegation as set forth in C15 A-009 claims that the City violated PERA by failing to promptly and in good faith respond to its July 24, 2014, request for information. Under PERA, an employer satisfies its bargaining obligation if it supplies, in a timely manner, requested information which will permit the union to engage in collective bargaining and to police the administration of the contract. *Wayne County*, 1997 MERC Lab Op 679; *Ecorse Public Schools*, 1995 MERC Lab Op 384, 387. Information sought that relates to the wages, hours or working conditions of bargaining unit employees is presumptively relevant and will be ordered disclosed unless the employer rebuts the presumption. *City of Detroit, Department of Transportation*, 1998 MERC Lab Op 205; *Wayne County*, supra. An employer's refusal or an unreasonable delay in supplying requested information is an unfair labor practice. *Detroit Public Schools*, 15 MPER 33047 (2002); *Oakland University*, 1994 MERC Lab Op 540;
While the Commission has not articulated the precise time for employers to respond to information requests, it has found violations of the Act in cases where the delay ranged from 2-3 months to 9

months. See *Detroit Public Schools*, 1990 MERC Lab Op 624; *City of Detroit Police Dept.*, 1994 MERC Lab.

It is undisputed that following Charging Party's information request, dated July 24, 2014, Respondent replied on July 29, 2014, seeking clarification of the requests and also providing notice that it was gathering the information to provide.[4] On August 26, 2014, the City provided a response to the initial information request. On September 16, 2014, and October 21, 2014, the City supplemented its earlier responses. Charging Party does not allege any facts or provide any argument to support a finding that under these undisputed facts that the City unreasonably delayed in providing the information sought or acted in bad faith or that the City has failed to respond to all information sought.

I have carefully considered all other arguments set forth by the parties in the matter, both in pleadings and at oral argument, and conclude they do not warrant any change in the result. As such, and for the reasons set forth above, I recommend that the Commission issue the following order:

RECOMMENDED ORDER

The unfair labor practice charges filed by Teamsters Local 580 against the City of Lansing in Case No. C14 F-070; Docket No. 14-014118-MERC, and Case No. C15 A-009; Docket No. 15-003806-MERC, are hereby dismissed in their entirety.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

_____

Travis Calderwood
Administrative Law Judge
Michigan Administrative Hearing System

Dated: February 19, 2016

[4] In situations where a union's request may be ambiguous or overbroad, an employer cannot simply refuse to comply and instead 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).