STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

In the Matter of:

WASHTENAW COUNTY ROAD COMMISSION,
Public Employer–Respondent,

-and- Case No. C05 G-153

AFSCME COUNCIL 25 and its AFFILIATED LOCAL 2733,
Labor Organization-Charging Party.
_____/

APPEARANCES:

Michael R. Kluck and Associates, by Thomas H. Derderian, Esq., for the Respondent

Ben Frimpong, Esq., and Miller Cohen, by Richard G. Mack, Esq., for the Charging Party

DECISION AND ORDER

On September 18, 2006, Administrative Law Judge Julia C. Stern (ALJ) issued her Decision and Recommended Order finding that Respondent, Washtenaw County Road Commission, violated Section 10(1)(e) of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, MCL 423.210(1)(e), by refusing to accept or acknowledge a grievance filed under the parties' contractual grievance procedure. The ALJ held that a grievance procedure is a significant term of the collective bargaining agreement and an employer violates its duty to bargain in good faith by refusing to accept and process grievances filed pursuant to such a procedure. The Decision and Recommended Order was served on the interested parties in accordance with Section 16 of PERA.

On October 10, 2006, Respondent filed exceptions to the ALJ's Decision and Recommended Order. In its exceptions,[1] Respondent alleges that the ALJ erred in finding that Charging Party met its burden in proving the Employer refused to process Grievance No. 008-05. It alleges that the only evidence on the record establishes that the Employer has not refused to process this grievance to mediation and/or binding arbitration. Respondent cites the testimony at hearing of Charging Party's chapter chairman in support of its assertion. We have reviewed Respondent's exceptions and find them to be without merit.

[1] Respondent did not file exceptions in compliance with Commission Rule 176(3), 2002 AACS, R 423.176(3), but instead filed a brief and titled it "exceptions." Respondent's filing could have been rejected on that ground alone. No response to the filing was received from Charging Party.

Factual Summary:

The facts have been adequately set forth in the ALJ's Decision and Recommended Order and need only be summarized here. Step 1 of the grievance procedure in the parties' collective bargaining agreement is a discussion between an employee and his or her supervisor. Step 2 involves a written submission to a department head followed by a conference with the Union. At Step 3, the grievance is delivered to the managing director or his designee followed by another meeting to be held within ten working days thereafter. Grievances not settled at Step 3 can be advanced to Step 4, mediation, and Step 5, binding arbitration.

On April 8, 2005, Charging Party filed Grievance No. 008-05 at Step 3. The grievance identified the employee for whom it was filed and alleged that Respondent had violated "Article 20, the Family Medical Leave Act of 1993, and the Washtenaw County Road Commission Policy on Family and Medical Leaves of Absence." The grievance did not specify the nature of the violation.

Respondent refused to accept the grievance or sign an acknowledgment that it had received it because the grievance "failed to state a specific violation and therefore it was not a proper grievance." The Union's protest to Respondent's refusal to accept the grievance was rejected with the following advice: "when [a grievance] is presented to me that does not contain enough information for me to know specifically what it is about and what can be done about it, I will not accept it as a legitimate grievance. That is the standard that must be met."

Discussion and Conclusions of Law:

The Commission has held that an employer violates its duty to bargain in good faith by refusing to accept and process grievances under a contractual grievance procedure and that an employer cannot refuse to process a grievance simply because it believes it lacks merit. *City of Mt Clemens*, 1974 MERC Lab Op 336, enf'd *Fire Fighters Union v Mt Clemens*, 58 Mich App 635 (1975); *Lake Co and Lake Co Sheriff*, 1981 MERC Lab Op 1, 5; *City of West Branch*¸ 1978 MERC Lab Op 352. Here, Respondent refused to accept Grievance No. 008-05, claiming that it did not contain enough information and failed to allege a contract violation. Although an employer may deny a grievance it cannot understand, a refusal to accept and process a grievance violates the duty to bargain in good faith.

Grievances submitted to Step 3 are reviewed by union and management representatives at a meeting required to be held within 10 days of submission. At this meeting, Respondent has the opportunity to request information as to what a grievance is about and what can be done about it. Respondent violated its duty to bargain in good faith with Charging Party under Section 10(1)(e) of PERA by refusing to accept or acknowledge Grievance No. 008-05.

Respondent argues that it has never refused to mediate a grievance. The argument begs the question. The gist of the charge is that the Respondent refused to accept Charging Party's Exhibit 3 as a grievance, notwithstanding that it was submitted on a printed "Grievance Form" and states the name of the grievant, the date the grievance occurred, the contract Article alleged to have been violated and the relief sought. It never reached Step 4 mediation because

Respondent refused to accept it as a "legitimate grievance."

ORDER

The Commission adopts as its Order the Order recommended by the ALJ.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

_____
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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Labor Organization-Charging Party.
_____/

APPEARANCES:

Michael R. Kluck and Associates, by Thomas H. Dederian, Esq., for the Respondent

Ben Frimpong, Esq., and Miller Cohen, by Richard G. Mack, Esq., 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 December 22, 2005, 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 February 28, 2006, I make the following findings of fact, conclusions of law, and recommended order.

The Unfair Labor Practice Charge:

The American Federation of State, County and Municipal Employees (AFSCME) Council 25 and its affiliated Local 2733 filed this charge on July 26, 2005 against the Washtenaw County Road Commission. Charging Party alleges that Respondent violated its duty to bargain under Section 10(1)(e) of PERA by refusing to accept or sign grievances filed under the parties' contractual grievance procedure without any reasonable explanation for its actions and by refusing to meet on grievances. The charge as filed also alleged that Respondent unlawfully refused to bargain over a change in the title of a bargaining unit position. Charging Party withdrew this allegation at the beginning of the hearing on December 22, 2005.

Request to Amend:

On December 12, 2005, Charging Party filed an amended charge adding the following allegations:

> The County altered its overtime policy, including the practice of paying overtime for working beyond eight hours in a day, eliminating overtime for authorized leaves making overtime mandatory, and requiring written authorization.
>
> The County altered its "compensatory time" policy, including when and how often Road Commission employees were able to use "comp time."
>
> The County refused to fully respond to the AFSCME information request submitted on September 14, 2005.

Attached to the proposed amended charge was a proof of service indicating that a copy had been mailed to an entity unconnected with this case. On December 16, I notified the parties that I was denying Charging Party's request to amend the charge. In my letter to the parties I stated:

> Under R 423.153 I may permit a charge to be amended "upon such terms as are just and consistent with due process." In this case the allegations in the proposed amendments appear unrelated to the allegations in the original charge. The hearing is less than a week away, and it is unclear whether Respondent has been served with a copy of the amended charge. In addition, it is likely to take most, if not all of a day of hearing to address the allegation in the original charge. This is based on my assumption that the Respondent will present testimony to justify its removal of the position. Completing testimony on the allegation in the amended charge is likely to require another day of hearing, At this point, this means a day of hearing in late April. Therefore, permitting the amendment will simply delay resolution of the issues in the original charge. For the above reasons, I am denying Charging Party's request to amend.

On December 21, Charging Party filed the amended charge again, attaching a proof of service indicating that a copy of the amended charge had been sent to Respondent on December 15. At the beginning of the hearing on December 22, Charging Party renewed its motion to amend. Charging Party stated at that time that the alleged change in overtime policy occurred on or about August 18, 2005, that Charging Party also filed a grievance over this change, and that "there was an issue as to whether the Respondent adequately heard that grievance as called for under the contract." Respondent stated on the record that it had not been served with a copy of the proposed amendments until December 20, and that it was not prepared to proceed on the new allegations. Charging Party suggested that the hearing be continued to give Respondent the opportunity to prepare a defense to the new allegations. I again denied Charging Party's motion to amend and directed the hearing to proceed, indicating that I would address the amendment issue in my decision and recommended order and that Charging Party could brief it. Charging

Party asked for permission to file a motion for reconsideration of my decision and I granted its request.

On December 27, 2005, Charging Party filed a separate charge (Case No. C05 L-315) covering the allegations in its proposed amendment. I heard this charge on April 24, 2006. On February 24, 2006, Charging Party filed a post-hearing brief in Case No.C05 G-153. This brief did not address the issue of the amendment. However, on March 24, 2006, Charging Party filed a motion for reconsideration of my denial of its request to amend the charge. On April 5, Respondent filed a response opposing the motion.

Rule 153 of the Commission's General Rules, 2002 AACS, R 423.153, reads as follows:

> l. The charging party may file an amended charge before, during, or after the conclusion of the hearing. All amendments made before or after hearing shall be in writing and shall, except for good cause shown, be prepared on a form furnished by the commission. An original and 4 copies of the amended charge shall be filed with the commission and a copy served on each party. Amendments made at hearing shall be made in writing to the administrative law judge or stated orally on the record.
>
> 2. Where an amendment is made in writing, each respondent may file with the commission a signed original and 4 copies of an objection to the amended charge within 10 days after receipt thereof, and at the same time shall serve a copy of the objection on each party.
>
> 3. If objection to the amended charge is not filed or stated orally on the record, then the commission or administrative law judge designated by the commission may permit the amendment upon such terms as are just and consistent with due process.

Rule 172, 2002 AACS, R 423.172, sets out the duties and powers of an administrative law judge under these rules. Rule 172(2)(b) states that an administrative law judge has the power to "dispose of procedural requests, motions or similar matters," while 172(2)(j) gives an administrative law judge the power to "take any other action necessary and authorized by rules of the commission."

As noted above, Rule 153(3) states that the commission or administrative law judge "may" permit a charge to be amended. I believe that Rule 153(3) gives an administrative law judge both the discretion to disallow an amendment even when the respondent does not object and the authority to permit amendment over respondent's objection if the judge determines that to do so would not violate respondent's right to due process. When a charging party seeks to amend its charge before or at the hearing, the key question is whether the allegations in the original charge and in the amendment are so related that justice requires that the decision maker consider them together. If they are so related, charging party must be permitted to amend its charge. If necessary, the hearing must then be adjourned or continued to protect respondent's due process right to notice and an opportunity to respond to the new allegations. If the allegations

are not so related, there is no reason to allow amendment unless hearing the allegations together would not result in delay and would be more convenient for the parties, the judge and the witnesses.

In this case, Charging Party provided no persuasive argument for why the allegations in the amended charge and those in the original charge should be heard together. I conclude, as stated in my December 16, 2005 letter to the parties, that there was no reason to allow the amendment in this case.

Facts:

Charging Party was certified as the bargaining representative for Respondent's employees on September 8, 2003. On February 5, 2005, the parties entered into their first collective bargaining agreement. Step one of the grievance procedure contained in this agreement is a meeting between an employee grievant and his or her supervisor. Steps two and three are set out in the contract as follows:

> Step 2. After receipt of the written grievance by the Department Head, a conference between a Steward or Chapter Chairperson and the Department Head will be held within ten (10) working days thereafter. A response to this meeting will be given to the Union representative within ten working days.
>
> Step 3. If the grievance is not settled at Step 2, the Union may, within ten (10) full working days after the day of the receipt of the 2nd Step answer, deliver to the Managing Director or his designate a written request for a meeting between the Chapter Chairperson, Steward and Local Representative and Road Commission management representative to review the matter. Such meeting will be scheduled within ten (10) working days from the date of said written request and the Employer will render its written decision within ten (10) working days to the Union representative after the meeting.

Grievances over discharges are to be initiated at the third step. Mediation is the fourth step, and binding arbitration is the fifth and final step of the grievance procedure.

On March 11, 2005, Charging Party filed its first five grievances under the contractual grievance procedure. Three of these grievances were grievances on behalf of the entire membership (class grievances) and Charging Party decided to initiate these grievances at step three by delivering them to Respondent's managing director. Respondent signed the forms stating that it had received these grievances. On March 28, Respondent's director of human resources, Alex Little, gave Charging Party written step three answers for all three grievances that explained for each grievance why Respondent believed that its actions were consistent with the contract language. In the place on the grievance forms for "date of the step three meeting," Little wrote "April 6." On March 28, Charging Party filed another class grievance. It again delivered the grievance to Respondent's managing director. On April 4, Little gave Charging Party a written step three answer. Little wrote on the form that the date of the step three meeting was "April 6."

The parties met to discuss the first five grievances on April 6, 2005. At the end of the meeting, they agreed to move the grievances to the fourth step and to select a mediator. On the same day, Charging Party filed two more grievances at step three and gave Respondent a letter suggesting two possible dates for meeting. Respondent signed the grievances indicating that it had received them. Later that day, Little gave Charging Party Respondent's third step answers denying the grievances.

On April 12, Charging Party chapter chairperson Paul Heinrich sent Little a lengthy e-mail. Heinrich told Little that per the contract, the parties were supposed to meet before Respondent provided its step three answer. Heinrich said that if Respondent wanted to bypass the step three meeting and move the grievances directly to step four it had to request a waiver. On April 15, Little responded by asking for copies of the two grievances filed on April 6 and for clarification of the relief requested in these grievances. He also asked for a waiver of the step three meetings on these grievances. On April 18, Heinrich replied that Charging Party wanted a step three meeting on these two grievances. Heinrich noted that the purpose of the step three meeting was to discuss the issues, and that Charging Party wanted to meet "instead of passing paperwork back and forth."

Meanwhile, on April 8, Charging Party filed another grievance at step three (Grievance No. 008-05). This grievance had the name of a member of the bargaining unit as grievant, and alleged that Respondent had violated "Article 20, the Family Medical Leave Act of 1993, and the Washtenaw County Road Commission Policy on Family and Medical Leaves of Absence." The grievance did not specifically state how or when the violation had occurred. Article 20 of the collective bargaining agreement is titled, "Family and Medical Leave Act (FMLA)." The contract provision generally tracks provisions in the federal statute of that name, 29 USC 2354. When Charging Party steward Milan Suchech gave Grievance No. 008-05 to Little, Little said that the grievance did not contain enough information. Little refused to accept Grievance No. 008-05 or sign an acknowledgement that he had received it.

On April 26, Heinrich sent Little an e-mail stating that since Respondent had not responded to Charging Party's April 18 e-mail, he assumed that Respondent was refusing to meet on the grievances Charging Party had filed on April 6. He told Little again that management was supposed to meet with the union before giving it a written step three answer. Heinrich also said that the contract required Respondent to sign and accept all grievances. Little replied to this e-mail later the same afternoon. He said that he refused to accept Grievance No. 008-05 because "it was not a proper grievance." According to Little, the grievance did not cite a specific contract violation and "appeared to be grieving the Family and Medical Leave Act to which no response was appropriate." With respect to the two grievances filed on April 6, Little said that he thought that there was no need for a meeting because the grievances had been "resolved." He also said that Respondent had answered the March grievances before the third step meeting because Little thought that it needed to do so to comply with the contractual time limits. Little wrote that Respondent would "gladly meet to discuss grievances and issues where it can serve the purpose of possible resolution, clarification of issues relating to a dispute, and will work to resolve meaningful resolutions."

On May 5, Little sent Heinrich another e-mail indicating that he was willing to hold third step meetings and giving two possible dates. Little listed the eleven grievances Charging Party had filed and where he believed each grievance was in the grievance procedure. He said that third step meetings had been held and on the first six grievances and that Respondent had answered each grievance at that step. He said that Respondent had requested a waiver of the third step meeting for the two grievances filed on April 6, but that it was willing to discuss them, and that it was also willing to hold third step meeting on Grievance Nos. 010-05 and 011-05. He also said that he would hold his responses on the two new grievances until after the meeting. With respect to Grievance No. 008-05, Little wrote "No grievance – Rejected FMLA for want of violation."

On May 5, Charging Party staff representative Angela Tabor sent Little a letter. Tabor said that Respondent was required to accept all grievances. She said that if there was a problem with the way a grievance was written, it could be discussed at the grievance meeting. She also complained that at the April 6 meeting, Little had said that he had no authority to, and no intention of, agreeing to a settlement of any of the March grievances. She asked for a special conference with Little to discuss the way he was handling grievances.

Little replied to Tabor in a letter dated on May 9. He said a grievance should state what the alleged infraction was, the basis of the infraction, such as the contract provision, who was involved, how the contract was violated and what relief was requested. Little said that he would not accept a grievance that did not contain enough information for him to know specifically what it was about and what could be done about it. Little denied in his letter that he had told Tabor on April 6 that he lacked authority to settle the grievances discussed on that date. According to Little, he said at that meeting that he "did not have the intent to settle them beyond what the Road Commission had responded." Little told Tabor he could meet with Charging Party on May 19. In the final paragraph of his letter, Little wrote:

> Although the purpose of the third step meeting is to permit additional discussion, as a practical matter, we reserve the right to develop and present a response before a meeting based on the facts of the case. If the grievance is the subject of a third step grievance meeting, the response shall be considered preliminary, and subject to change if additional information comes to light that impacts the response provided. Should it not be changed, then the response will stand. We can also hold any additional discussion necessary on how we will conduct business if we need to.

Tabor replied on May 20. She said that all the grievances Charging Party had filed contained more than enough information for Little to know what the grievances were about. Tabor also complained that although Little was agreeing to meet, he seemed to be unwilling to compromise on any of the issues.

Between February and December 2005, Charging Party filed a total of approximately forty grievances. The record indicated that Grievance No. 008-05 was the only grievance that Respondent refused to accept or sign for during this period. Charging Party and Respondent had approximately twelve third step meetings between February and December 2005 and met with a

mediator at step four at least three times during this period. At the time of the hearing, arbitrators had been selected for several grievances and the parties were attempting to set hearing dates. One grievance was settled at the third step and several before that step, but most of the grievances remained pending.

Heinrich testified that, although Charging Party and Respondent held third step meetings on some of the forty grievances, there were others on which no third step meeting took place despite Charging Party's desire to meet. However, Heinrich could not recall any specific grievance on which Respondent had refused to meet at the third step. Tabor did not testify that Respondent refused to participate in third step meetings. She testified, however, that at every third step meeting, Little simply listened to Charging Party's arguments without entering into a real discussion of the issues.

Discussion and Conclusions of Law:

Section 15 of PERA requires a public employer to meet and confer in good faith with the representative of its employees over terms and conditions of employment, and, if requested, to execute a written agreement incorporating any agreement reached. During the term of a collective bargaining agreement, disputes will naturally arise over the meaning of that agreement. A grievance procedure for handling these disputes is, therefore, a significant term of a collective bargaining contract.The Commission has held that an employer violates its duty to bargain in good faith by refusing to accept and process grievances under a contractual grievance procedure and that an employer cannot, consist with its duty to bargain in good faith, refuse to process a grievance simply because it believes it lacks merit. *City of Mt. Clemens,* 1974 MERC Lab Op 335, enf'd *Fire Fighters Union v Mt Clemens,* 58 Mich App 635 (1975); *Lake Co and Lake Co Sheriff,* 1981 MERC Lab Op 1, 5; *City of West Branch*¸ 1978 MERC Lab Op 352. As illustrated by the Commission decision in *West Branch,* an employer's refusal to accept and process even a single grievance may constitute a repudiation of the grievance procedure. In that case, the employer took the position that it was not required to meet with the union over a grievance filed by an employee who had left its employment three months before the grievance was filed. The Commission held that the employer violated its duty to bargain in good faith by refusing to process the grievance, and that whether the grievance was timely filed was an issue for an arbitrator.

However, the Commission does not involve itself in disputes over how grievances are handled unless the employer's conduct "closes the door" to the grievance procedure or substantially frustrates the grievance process. *Gibraltar Custodial Maintenance Association,* 16 MPER 36 (2003). In *Gibraltar,* the Commission found that a union did not repudiate the grievance procedure by allegedly demanding arbitration of grievances after telling the employer that they were withdrawn. Other cases in which the Commission has refused to police the terms of the grievance procedure include *Wayne Co,* 1988 MERC Lab Op 73, in which the Commission concluded that the Employer did not repudiate the grievance procedure by delivering its grievance answers to the union's business agent instead of the union steward as the contract provided, and *City of Pontiac Sch Dist,* 1997 MERC Lab Op 375, where the Commission held that an employer's repeated failure to respond to grievances within the time limits provided for in the contract in that case did not violate its duty to bargain.

The record indicates that Respondent refused to accept and process Grievance No. 008-05.[2] Little gave various explanations for Respondent's refusal, including that the grievance did not contain enough information and that the grievance failed to allege a contract violation. Since the grievance cited Article 20 of the contract, it is unclear what Little meant by the latter. As noted above, however, an employer cannot lawfully refuse to accept or acknowledge a grievance simply because it believes the grievance lacks merit because this response "closes the door" to the processing of the grievance. An employer obviously cannot grant a grievance if it cannot understand it, but the appropriate response in that case is denial of the grievance, not a refusal to acknowledge it. I conclude that Respondent repudiated the contractual grievance procedure and violated its duty to bargain in good faith by its refusal to accept and process Grievance No. 008-005.

Charging Party acknowledged at the hearing that Grievance No. 008-05 was the only grievance Respondent refused to accept, and it was unable to point to any other grievance which Respondent had refused to discuss. It complained at the hearing that Little failed to follow the grievance procedure by giving Respondent's third step answer before the third step meeting. It is unclear from the record whether Little stopped doing this routinely after May 9, 2005, after Charging Party had chastised him for the practice. On May 9, Little told Charging Party that Respondent "reserved the right" to give Charging Party a "preliminary" response before the third step meeting, but he acknowledged that Respondent had a duty to meet at the third step. As noted above, the Commission does not police the parties' compliance with the terms of their grievance procedure unless a party's conduct effectively closes off access to the procedure. I conclude that Respondent did not close off access to the grievance procedure by answering grievances in writing before meeting with Charging Party to discuss them, and that this conduct did not violate Respondent's duty to bargain in good faith.

Charging Party's other complaint, as disclosed at the hearing, and the major source of its frustration, is that Respondent refused to make any attempt to reach a compromise on grievances. According to Tabor, at their grievance meetings Little did no more than listen to Charging Party explain the grievances. However, Respondent cannot be compelled to propose or agree to any grievance settlement. I conclude that, except with respect to its refusal to accept Grievance No. 008-05, Charging Party did not establish that Respondent violated its duty to meet and discuss grievances in this case.

In accord with the findings of fact and discussion above, I find that Respondent violated its duty to bargain in good faith with Charging Party under Section 10(1)(e) of PERA by refusing to accept or acknowledge Grievance No. 008-05, filed on April 8, 2005. For reasons set forth above, I conclude that Charging Party failed to establish that Respondent otherwise violated the Act. I recommend that the Commission issue the following order.

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[2] Respondent did not present any witnesses at the hearing. In its post-hearing brief, Respondent asserts that Grievance No. 008-05 was eventually processed through step three of the grievance procedure. Respondent relies on Heinrich's testimony that all grievances that were not resolved at step three had been pushed forward to mediation and arbitration. However, Heinrich did not testify specifically about the fate of Grievance No. 008-05. The evidence indicates only that as of May 5, 2005, Respondent was continuing to take the position that this grievance did not exist.

RECOMMENDED ORDER

Respondent Washtenaw County Road Commission, its officers and agents, is hereby ordered to:

1. Cease and desist from refusing to accept or acknowledge grievances filed by AFSCME Council 25 and its affiliated Local 2733.

2. Reinstate Grievance No. 008-05, filed by Local 2733 on April 8, 2005, at step three of the grievance procedure and process this grievance through the steps of the contractual grievance procedure.

3. Post the attached notice to employees in conspicuous places on the Respondent' premises, including places where notices to employees are generally 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 **WASHTENAW COUNTY ROAD COMMISSION** 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 refuse to accept or acknowledge grievances filed by AFSCME Council 25 and its affiliated Local 2733.

WE WILL reinstate Grievance No. 008-05, filed by Local 2733 on April 8, 2005, at step three of the grievance procedure and process this grievance through the steps of the contractual grievance procedure.

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.

WASHTENAW COUNTY ROAD COMMISSION

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.