STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

In the Matter of:

CITY OF BELLEVILLE,
Public Employer - Respondent in Case No. C09 G-115,
Charging Party in Case No. CU09 J-032,

-and-

POLICE OFFICERS ASSOCIATION OF MICHIGAN AND ITS AFFILIATED LOCAL BELLEVILLE POLICE OFFICERS ASSOCIATION,
Labor Organization - Charging Party in Case No. C09 G-115,
Respondent in Case No. CU09 J-032.
_____/

APPEARANCES:

Pear, Sperling, Eggan & Daniels, P.C., by David E. Kempner, for the Public Employer

Douglas M. Gutscher, Assistant General Counsel, for the Labor Organization

DECISION AND ORDER

On January 5, 2010, Administrative Law Judge (ALJ) David M. Peltz issued his Decision and Recommended Order on Summary Disposition in the above cases finding that the City of Belleville (City), violated Section 10(1)(e) of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, MCL 423.210(1)(e). The ALJ held that the City violated its duty to bargain in good faith by refusing to honor the terms of, and attempting to renegotiate, a collective bargaining agreement that had been agreed to by the parties, ratified by the Police Officers Association of Michigan and its affiliated local, the Belleville Police Officers Association, collectively referred to as "Union," and approved by the city council. The ALJ held that the City was estopped from denying the existence of or otherwise repudiating the terms of an agreement based upon its belief that a contract provision conflicted with the city charter. The ALJ recommended that the Commission dismiss the charge filed by the City, which alleged that the Union violated PERA by refusing to bargain regarding changes to an unexecuted collective bargaining agreement. The ALJ further stated that were it not for controlling precedent, he would have awarded attorney fees and costs to the Union. He recommended that the Commission order the City to cease and desist from refusing to bargain in good faith, execute and implement the agreement, and make all bargaining unit members whole. The Decision and Recommended Order was served on the interested parties in accordance with Section 16 of

PERA. On January 28, 2010, the Union filed exceptions to the ALJ's Decision and Recommended Order. On February 8, 2010, the City filed a legal memorandum in support of the ALJ's Decision and Recommended Order.

In its exceptions, the Union argues that the ALJ erred by concluding he lacked the authority to award attorney fees and costs in these circumstances. The Union asserts that attorney fees and costs, under PERA, are not precluded as this issue has not been settled by the Michigan Supreme Court. The Union asserts that only conflicting Court of Appeals' decisions exist -- not binding precedent.

In its response, the City asserts that the ALJ made the correct conclusion by refusing to award attorney fees and costs. It argues that Court of Appeals' decisions, decided after November 1990, have binding precedential effect unless reversed by the Supreme Court or a special panel of the Court of Appeals. We have reviewed the Union's exceptions and find them to be without merit.

Factual Summary:

We adopt the factual findings of the ALJ and repeat them only as necessary. In September 2008, the parties reached a tentative agreement for a collective bargaining agreement that would replace the parties' expired contract. The bargaining unit ratified the tentative agreement at the end of September 2008, and the Union notified the City of the ratification in early October 2008. At a public meeting held on October 6, 2008, the city council unanimously approved the tentative agreement, subject to approval by the City's attorney. In February 2009, the City refused to execute the contract, claiming that a section of the contract violated the city charter.

After oral argument, the ALJ issued a decision on January 5, 2010, finding no issue of material fact and concluding that summary disposition was appropriate pursuant to Rule 165(1) of the General Rules of the Michigan Employment Relations Commission, 2002 AACS, R 423.165(1). He determined that the Union lacked notice that the City's approval was in any way conditional and that, in this situation, the City was estopped from denying the existence of the contract based on the failure to ratify or hardship. The ALJ held that the City's actions were a clear violation of PERA and but for controlling precedent he would have awarded attorney fees and costs to the Union.

Discussion and Conclusions:

The Union excepts to the ALJ's conclusion that this Commission lacks legal authority, under PERA, to grant attorney fees and costs in this case. This is the only issue before us in these exceptions.

This Commission agrees with the ALJ, that we are without authority to award attorney fees and costs as part of our remedy in this unfair labor practice proceeding. See *Goolsby v Detroit*, 211 Mich App 214, 224 (1995). Pursuant to MCR 7.215(J)(1), published decisions issued by a panel of the Court of Appeals on or after November 1, 1990, have binding

precedential effect unless they are reversed or modified by the Supreme Court or a special panel of the Court of Appeals. See *Romain v Frankenmuth Mut Ins*, 483 Mich 18, 20 (2009). The Union cites two cases, *Amalgamated Transit Union v Detroit*, 150 Mich App 605 (1985) and *Hunter v Wayne Westland Sch Dist*, 174 Mich App 330 (1989), for the proposition that this Commission may award attorney fees as a remedy in an unfair labor practice proceeding. However, as these cases were decided before 1990, their precedential value was destroyed when *Goolsby* was decided in 1995.

For the aforementioned reasons and after reviewing the entire record in this case, we dismiss the exceptions and adopt the ALJ's recommended order. We reiterate that this Commission and its ALJs are without authority to award attorney fees and costs in an unfair labor practice proceeding.[1]

ORDER

IT IS HEREBY ORDERED that the Order recommended by the Administrative Law Judge shall become the Order of the Commission.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

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Christine A. Derdarian, Commission Chair

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Nino E. Green, Commission Member

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Eugene Lumberg, Commission Member

Dated:_____

[1] It, therefore, is not necessary for us to address the City's argument, presented in its memorandum, disagreeing with the ALJ's position that an award of costs and attorney fees would have been appropriate in this case, but for *Goolsby*.

STATE OF MICHIGAN
STATE OFFICE OF ADMINISTRATIVE HEARINGS AND RULES
EMPLOYMENT RELATIONS COMMISSION

In the Matter of:

CITY OF BELLEVILLE,
Respondent-Public Employer in Case Nos. C09 G-115,
Charging Party in Case No. CU09 J-032,

-and-

POLICE OFFICERS ASSOCIATION OF MICHIGAN AND ITS
AFFILIATED LOCAL BELLEVILLE POLICE OFFICERS ASSOCIATION,
Charging Party in Case No. C09 G-115,
Respondent in Case No. CU09 J-032.
_____/

APPEARANCES:

Pear, Sperling, Eggan & Daniels, P.C., by David E. Kempner, for the Public Employer

Douglas M. Gutscher, Assistant General Counsel, for the Police Officers Association of Michigan and the Belleville Police Officers Association

DECISION AND RECOMMENDED ORDER ON SUMMARY DISPOSITION

On July 27, 2009, the Police Officers Association of Michigan (hereinafter "POAM") filed an unfair labor practice charge against the City of Belleville (hereinafter "the City" or "the Employer"). The POAM amended its charge on August 6, 2009. On October 5, 2009, the City filed an unfair lab practice charge against the POAM and its affiliated local, the Belleville Police Officers Association (hereinafter "BPOA"). Pursuant to Sections 10 and 16 of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, MCL 423.210 and 423.216, this case was assigned to David M. Peltz, Administrative Law Judge (ALJ) of the State Office of Administrative Hearings and Rules, acting on behalf of the Michigan Employment Relations Commission (MERC). Based on the pleadings, the transcript of oral argument and the exhibits agreed to by the parties, I make the following findings of fact and conclusions of law.

The Unfair Labor Practice Charges and Procedural Background:

The charge by the POAM in Case No. C09 G-115, as amended, alleges that the City violated PERA by refusing to execute a collective bargaining agreement which had been negotiated and ratified by the parties, and by demanding to reopen negotiations and bargain language pertaining to the promotion of bargaining unit members. In its charge, Case No. CU09

J-032, the City asserts that the Union acted unlawfully in refusing to engage in bargaining over the promotional language where there was never an approved and executed contract between the parties.

At the start of oral argument, and despite its earlier course of dealing with the POAM, the City moved to dismiss the charge in Case No. C09 G-115 on the assertion that it had no duty to bargain with the POAM because the local association, the BPOA, was the certified bargaining representative at the time of the events giving rise to the charge.[2] Just as employees must be free under PERA to select their bargaining representative, so also the bargaining representative must be free to choose its own representative or agent for bargaining purposes. *Schoolcraft Comm Coll*, 1996 MERC Lab Op 492, citing *Romeo Comm Sch*, 1973 MERC Lab Op 360. The Commission has steadfastly refused to delve into the internal structure and affairs of labor organizations, including the nature and validity of the relationship between a local affiliate and its parent body. *Schoolcraft*; *Jackson County Medical Care Facility*, 1967 MERC Lab Op 455, 457. For example, in *Alpena Comm Coll*, 1994 MERC Lab Op 955, 960-961, the Commission rejected the employer's assertion that a petition for election should be dismissed because it was filed by the Michigan Education Association instead of the affiliate labor organization that was named in the current collective bargaining agreement. See also *Romeo*, *supra* at 361, n 1 (denying objection to petition for election signed by a representative of the petitioner's parent body).

The Commission has similarly refused to look behind affiliations in unfair labor practice proceedings. For example, in *Macomb Comm College*, 16 MPER 26 (2003), the recognized bargaining representative for the employer's administrative employees, the Macomb College Association of Administrative Personnel (MCAAP), affiliated itself with a larger labor organization, the United Automobile Workers (UAW) International. Thereafter, the employer refused to recognize the UAW and its affiliated local, MCAAP, UAW Local 2411, as the exclusive bargaining agent for the administrative employees, arguing that a Commission supervised election was a prerequisite to such recognition. MERC disagreed, holding that "the Union, that is, the UAW and its affiliated local . . . is the exclusive representative of the bargaining unit" because the local union's affiliation with the UAW was merely a continuation of the local union under a different name. Therefore, the Commission concluded that the employer violated its bargaining duty under Section 10(1)(e) of PERA by demanding that the UAW accept service agent status. See also *Bridgeport-Spalding Comm Sch*, 1978 MERC Lab Op 343 (employer acted unlawfully in refusing to recognize the union after an affiliation vote).

In accordance with Commission precedent set forth above, I denied the City's motion to dismiss and ordered that the caption in this matter be corrected so as to more accurately identify the positions of the parties in this matter.

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[2] It is apparent that the City had no question as to the role of the POAM as bargaining representative until very late in this litigation. As described in the Findings of Fact section of this Decision, the agreement reached between the parties was on a document that the City labeled as its "Response to POAM Contract Proposal", and there was correspondence between a POAM business agent and the city manager after the agreement was reached. It should also be noted that the City did not raise this issue until the start of oral argument in this matter, more than three months after the POAM initially filed its charge.

Findings of Fact:

The Union represents a bargaining unit of all full and part-time police officers and corporals employed by the City of Belleville. In September of 2008, negotiators for the parties reached a tentative agreement on a new collective bargaining agreement to replace the prior contract which had expired.[3] The details of the tentative agreement were set forth in a one-page document dated September 24, 2008 entitled "City of Belleville Response to POAM Contract Proposal for 2006-11." Among the changes in terms and conditions of employment identified on the document were a series of wage increases, including a $300.00 signing bonus, retroactive pay, a health care reopener in 2009, the addition of "Good Friday" as a holiday for unit members and a decrease in the number of years a verbal reprimand will remain in an employee's personnel file. The written agreement did not specify that there would be any change with respect to promotions for bargaining unit members.

The members of the bargaining unit ratified the tentative agreement as written on September 29, 2008. POAM business agent, Thomas Funke, notified the City of the results of the ratification vote by letter dated October 2, 2008. In that letter, which was addressed to the city manager, Funke indicated that the POAM would prepare a draft of the contract and provide a copy to the City for its approval, followed by a signed copy of the agreement.

At a public meeting on October 6, 2008, the Belleville City Council unanimously approved the written tentative agreement of September 24, 2008, with the stipulation that such approval was "pending review of City Attorney." However, the Union was not notified that the city council's approval was in any way conditional. Thereafter, on or about October 21, 2008, bargaining unit members received checks for retroactive pay and a $300 signing bonus as specified in the September 2008 tentative agreement.

On or about November 7, 2008, the Union provided the City with a draft copy of the agreement. With respect to the issue of promotions, the language of the draft was identical to the prior collective bargaining agreement governing the unit. Approximately two months later, in January of 2009, the city attorney informed the Union that he had some concerns about the draft, primarily the language governing promotions. The city attorney opined that the promotional language was not practical, that it did not make good sense for the Employer and that it conflicted with the city charter. Thereafter, the parties met several times in an unsuccessful attempt to address those concerns. In February of 2009, the City informed the Union that it would not execute a contract containing the promotional language set forth in the draft because those terms conflicted with the city charter.

As of the date of oral argument in this matter, the Union continues to insist that the agreement reached in September 2008 and subsequently ratified by the parties constitutes a binding contract which includes promotional language carried over from the prior collective bargaining agreement. The City, however, refuses to sign the draft agreement and has failed to

[3] The prior agreement was between the City and the Police Officers Labor Council (POLC). The Police Officers Association of Michigan replaced the POLC as representative of the bargaining unit in May of 2006.

provide additional benefits owed to bargaining unit members under the terms of the September 2008 tentative agreement, including a wage increase due to members beginning on July 1, 2009.

Discussion and Conclusions of Law:

After considering the arguments made by counsel on the record on November 5, 2009, I concluded that there were no legitimate issues of material fact as to either charge and that a decision on summary disposition was appropriate pursuant to Commission Rule R 423.165 (1). See also *Detroit Public Schools,* 22 MPER 19 (2009) and *Oakland County and Oakland County Sheriff v Oakland County Deputy Sheriffs Assoc*, 282 Mich App 266 (2009). Accordingly, I rendered the following bench decision, finding that the City violated PERA by refusing to honor the terms of, and attempting to renegotiate, a collective bargaining agreement which had been agreed to by the parties, ratified by the Union and approved by the city council:

> JUDGE PELTZ: As both parties are aware, under Sections 10(1)(e), 10(3)(c) and 15 of PERA, both public employers and labor organizations have a duty to bargain in good faith with respect to mandatory subjects of bargaining. One of the requirements of good-faith collective bargaining under the Act is the expeditious and decisive acceptance or rejection of a tentative agreement. And I would cite *City of Pontiac*, 19 MPER 51 (2006), *Teamsters Local 214*, 1998 MERC Lab Op 72. A contract is considered complete and binding on the parties once it is reduced to writing and signed, or, if required, upon ratification by the parties. *County of Washtenaw,* 19 MPER 14 (2006).
>
> Now, I'll note, also, that the Commission has recognized that collective bargaining envisions an obligation on the part of those involved in the negotiation process to affirmatively support a contract to which they have tentatively agreed, and that a failure to do so may constitute an unfair labor practice. I'll also note that the Commission has held, and this is, I would cite *Lakeville Community Schools,* 1990 MERC Lab Op 56: "Finality of contract is a basic principle of collective bargaining. Provisions of a ratified agreement can not be lightly set aside without jeopardizing this principle and undermining the purpose of collective bargaining." Where a contract provision in dispute is unambiguous and there is no evidence of fraud or bad faith, a party cannot later repudiate that provision by claiming that it did not intend to agree to the provision and/or that it failed to read the agreement carefully before ratifying it.
>
> I would also cite . . . *City of Detroit, Department of Transportation,* 19 MPER 34 (2006). The Commission has held that a party will be excused from executing or implementing a contract only when there has been no actual meeting of the minds. *Genesee County*, 1982 MERC Lab Op 84. With respect to that issue, the Commission has found no meeting of the minds where the parties reach a TA containing ambiguous language and the evidence establishes that the parties did not specifically agree on the meaning of this language during negotiations. The standard for determining whether there was a meeting of the minds is an objective one focusing on the express words of the parties and their acts.

Now, in the [instant] case, we have situation where it's clear that the negotiating teams, however experienced, however detailed, detail-oriented, agreed to something in late September of 2008, and we have a document which we've marked as Exhibit 5 which sets forth what that agreement is. The agreement is not a particularly thorough agreement, as Mr. Kempner has indicated, however, this is not an unusual TA in collective bargaining, particularly where, as here, there is language from a prior agreement which can be used as a basis for negotiating a new agreement. It's not uncommon, I'll note, and we see this in many, many cases for a TA to essentially be a document like this, but which notes only a few particular terms and conditions, or for, in fact, the old contract to be essentially relied upon as a TA with handwritten notations on one or two pages about what changes may be, these are fairly standard things we see in public sector labor law.

The agreement which was provided to us as Exhibit 5 clearly makes, there's nothing in there that would indicate any changes from the prior language beyond what is listed here, and clearly there's a prior agreement that is contemplated with respect to this when there is language such as paragraph or Section 6, holidays, the city approves adding Good Friday as an additional holiday; verbal reprimand, change from a two-year to a one-year verbal reprimand in employees files. And again, we've heard that the city is not prepared to offer any evidence to indicate that the prior contract language was something that was not discussed or was not relied upon by the parties.

More importantly, we don't have a situation where you have a document like this and then the parties continue negotiations; you have a situation where both sides acted as if you had a tentative agreement incorporating the final agreement of the parties. You have the union ratifying the agreement, we have the city council approving the agreement, and whether it's characterized as a good-faith measure or an actual implementation, you have what I can only characterize as, at a minimum, the beginning of implementation of the contract where you have wages, retroactive wages and other terms and conditions of employment provided to employees following the tentative agreement in accordance with what is in the tentative agreement. Clearly the city acted as if a tentative agreement had been reached.

We also have, apparently, no statements by any individual representing the city, either at the time the tentative agreement was reached or at the time the city ratified, indicating that the ratification was anything other than full or indicating that it was in fact conditional. I understand Mr. Kempner notes that it was made conditional at a public meeting, and that may be so, however, the Commission has held, specifically in the context of whether a union has notice of an alleged unilateral change or a midterm modification, that mere notice to the public at a meeting or perhaps publication in a newspaper . . . does not constitute notice to the union. [*Univ of Michigan*, 18 MPER 5 (2005) (no exceptions)]. The only

exceptions have been when there has been proof that a union officer was in attendance and involved in such a meeting; in those cases there have been findings by the Commission that that was sufficient for notice, and again, we're talking about in a slightly different context, but I think it's applicable here.

So what we have here is the city taking all the normal steps a public employer would take following a tentative agreement having been reached, and it was not until January of 2009, several months after that tentative agreement was reached, that the city came back and said there was a problem, and note, that at no time, at least as far as the evidence Mr. Kempner has indicated he understands is in his possession, did the city claim at that point that there was no agreement with respect to promotions, that was not argued; rather what was argued was that the promotional language conflicted with the city charter provisions and that it was unwise or impractical for the city to adhere to such an agreement.

On the first point, I'll note, and I know, Mr. Kempner, during our phone conversation you indicated certainly that you and your client were aware of this, the existence of a contradictory provision in the city charter would not nullify the agreement that had been reached and ratified, because PERA, as the Michigan Supreme Court has consistently recognized, is the dominant law regarding public employee labor relations, the court has held that the bargaining obligation under PERA prevails over conflicting legislation, charters, ordinances or resolution, and I would cite *IAFF Local 1383 v City of Warren*, 411 Mich 642 (1981); *Pontiac Police Officers Association v City of Pontiac*, 397 Mich 674 (1976); and *Detroit Police Officers Association of Michigan v City of Detroit*, 391 Mich 44 (1974).

As to the city's other grounds for attempting to disavow itself of the [bargain] that it had made, that it being unwise, again, the Commission has held that where a party to a ratified contract realizes thereafter that the agreement may have negative effects on, in the case of a union, its members, in the case of a public employer, the actual governmental entity, that that's not grounds for setting aside the agreement. And I would cite *City of Northville*, [20 MPER 50 (2007)]. [I]n this particular case, the union had entered into an agreement with the employer, thereafter discovered that that agreement would have an unfortunate, in their words, effect on the former union president, the Commission refused to let the employer -- refused to execute the tentative agreement that had been entered into by the parties in that case, which was before me. I cited *Port Austin v Port Austin Public Schools*, 1977 MERC Lab Op 974: "The fact that a resulting collective bargaining agreement may at times work a hardship on some employees does not mean the Commission can change or reform the contract to correct the resulting inequity."

I would note that in the *Northville* case I held, and the decision became final, the city council in that matter had ratified a contract and begun to implement its terms, and under those circumstances, it was held that the respondent was estopped from denying the existence of the agreement based in

that case on a purported failure to ratify. I cited for that principle *City of Battle Creek*, as an example, 1994 MERC Lab Op 440, where the employer was found to have bargained in bad faith by refusing to sign a tentative agreement where its bargaining agent never suggested during negotiations that his proposals or subsequent verbal agreements were subject to any further ratification. I think the same holding would apply here, that the city is estopped from denying the existence of the agreement based upon its effects on, or its, whether it being wise or unwise for the purpose of the city or being in conflict with the city charter provision.

* * *

I will also note, given the clear obligations [of] the parties and given the importance that the Commission has placed on the basic principle of finality of contract, that were it not for *Goolsby v City of Detroit*, 211 Mich App 214 (1995), which I believe and the Commission has also stated they believe was wrongly decided, I would follow the Commission's earlier decision in *Wayne Westland Community School District*, 1987 MERC Lab Op 381, affirmed under the name *Hunter v Wayne Westland Community School District*, 174 Mich App 330 (1989), and award attorney fees and costs to the union as compensatory damages. I think that finding, that determination, is appropriate here, especially given that rather than adhere to its bargaining obligations under PERA in this case, the city not only refused [to] sign the agreement, but in fact affirmatively took action to charge the union with failing to bargain in good faith in this matter.

[F]or the reasons that I've already set forth, in addition to finding in the union's favor on its charge in Case No. C09 G-115, recommending to the Commission that it dismiss in its entirety [the] city's charge in Case No. CU09 J-032.

Based on the findings of facts and conclusions of law set forth above, I hereby issue the following recommended order:

ORDER

The unfair labor practice charge in Case No. CU09 J-032 is dismissed in its entirety.

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

1. Cease and desist from refusing to bargain in good faith with the Police Officers Association of Michigan and the Belleville Police Officers Association by denying the existence of, or otherwise repudiating, the terms and conditions set forth in the September 2008 agreement, as ratified by the Union on September 29, 2008 and approved by the Belleville City Council on October 6, 2008.

2. Upon request of the Union, fully execute a document setting forth the terms and conditions of employment agreed to by the parties in September of 2008, as ratified by the Union on September 29, 2008 and approved by the Belleville City Council on October 6, 2008, including provisions governing the promotion of bargaining unit members carried over from the prior contract governing the bargaining unit.

3. Upon request of the Union, fully implement the terms and conditions of employment agreed to by the parties in September of 2008, as ratified by the Union on September 29, 2008 and approved by the Belleville City Council on October 6, 2008, including provisions governing the promotion of bargaining unit members carried over from the prior contract governing the bargaining unit.

4. Make bargaining unit members whole for any loss of pay incurred as a result of the conduct described above, including the 2.5 percent wage increase which was to have been made effective July 1, 2009, plus interest at the statutory rate, computed quarterly, with the full method of calculation disclosed to the Union prior to the payment thereof.

5. Post copies of the attached notice to employees in conspicuous places on the City's premises, including all locations where notices to employees are customarily posted. Copies of this notice shall remain posted for 30 consecutive days.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

_____

David M. Peltz
Administrative Law Judge
State Office of Administrative Hearings and Rules

Dated: _____

NOTICE TO ALL EMPLOYEES

After a public hearing before the Michigan Employment Relations Commission, the City of Belleville, a public employer under the PUBLIC EMPLOYMENT RELATIONS ACT (PERA), has been found to have committed unfair labor practices in violation of this Act. Pursuant to the terms of the Commission's order, we hereby notify our employees that:

WE WILL NOT refuse to bargain in good faith with the Police Officers Association of Michigan and the Belleville Police Officers Association by denying the existence of, or otherwise repudiating, the terms and conditions set forth in the September 2008 agreement, as ratified by the Union on September 29, 2008 and approved by the Belleville City Council on October 6, 2008.

WE WILL upon request of the Union, bargain collectively and in good faith concerning wages, hours and working conditions with the above named Union.

WE WILL upon request of the Union fully execute a document setting forth the terms and conditions of employment agreed to by the parties in September of 2008, as ratified by the Union on September 29, 2008 and approved by the Belleville City Council on October 6, 2008, including provisions governing the promotion of bargaining unit members carried over from the prior contract governing the bargaining unit.

WE WILL upon request of the Union fully implement the terms and conditions of employment agreed to by the parties in September of 2008, as ratified by the Union on September 29, 2008 and approved by the Belleville City Council on October 6, 2008, including provisions governing the promotion of bargaining unit members carried over from the prior contract governing the bargaining unit

WE WILL make bargaining unit members whole for any loss of pay incurred as a result of the conduct described above, including the 2.5 percent wage increase which was to have been made effective July 1, 2009, plus interest at the statutory rate, computed quarterly, with the full method of calculation disclosed to the Union prior to the payment thereof

ALL of our employees are free to engage in lawful activity for the purpose of collective bargaining or other mutual aid and protection as provided in Section 9 of the Public Employment Relations Act.

CITY OF BELLEVILLE

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 or compliance with its provisions may be directed to the office of the Michigan Employment Relations Commission, Cadillac Place Building, 3026 W. Grand Blvd, Suite 2-750, P.O. Box 02988, Detroit, MI 48202-2988. Telephone: (313) 456-3510.