STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

In the Matter of:

DETROIT REGIONAL CONVENTION FACILITY AUTHORITY,
Public Employer-Respondent, Case No. C10 C-072

-and-

AFSCME COUNCIL 25 AND ITS AFFILIATED LOCAL 1220,
Labor Organization-Charging Party.
_____/

APPEARANCES:

Miller, Canfield, Paddock, and Stone, P.L.C., by Charles T. Oxender, for Respondent

Aina N. Watkins, Staff Attorney, Michigan AFSCME Council 25, for Charging Party

DECISION AND ORDER

On September 24, 2010, Administrative Law Judge (ALJ) Julia C. Stern issued her Decision and Recommended Order on Summary Disposition in the above matter in favor of Charging Party, AFSCME Council 25 and its Affiliated Local 1220. The ALJ concluded, pursuant to the Regional Convention Facility Act, 2008 PA 554, MCL 141.1355-141.1379 and the successor clause in Charging Party's collective bargaining agreement with the City of Detroit, that Respondent, the Detroit Regional Convention Facility Authority, was the successor to the City of Detroit in that contract and is bound by its terms and conditions. The ALJ found that Respondent repudiated the contract, in violation of §10(1)(e) of the Public Employment Relations Act (PERA), 1965 PA 379 as amended, MCL 423.210(1)(e), when it refused to recognize employees' accrued sick time and failed to make longevity payments as provided by the contract. The ALJ determined that the loss of these benefits had a substantial impact on bargaining unit members and that no bona fide dispute over the interpretation of the contract existed. The ALJ's Decision and Recommended Order was served upon the interested parties in accordance with Section 16 of PERA. On October 18, 2010, Respondent filed exceptions. Charging Party did not file a response.

In its exceptions, Respondent contends that the ALJ erred by deciding the matter on summary disposition. Respondent asserts that there are disputed material issues of fact and the matter should have been set for hearing. Respondent argues that the matter should be remanded to the ALJ for a hearing to allow it to present evidence in support of its position that there is a bona fide dispute over its contractual obligations pertaining to the affected employees. Respondent contends that the affected employees were laid off by the City of Detroit and, therefore, were not transferred from the City to Respondent. Respondent asserts that these employees are new hires and, therefore, have not accrued any time that would serve as the basis for sick leave or longevity

payments. Respondent also argues that the City of Detroit expressly agreed to pay these benefits and, therefore, it is not responsible for them.

Upon examining the record carefully and thoroughly, we find that Respondent's exceptions lack merit.

Factual Summary:

In 2009, pursuant to the Regional Convention Facility Act, Respondent assumed responsibility for Cobo Hall, a convention facility previously owned and operated by the City of Detroit. Respondent then employed fourteen individuals who previously had been employed by the City and were represented by the Charging Party. The Regional Convention Facility Act required Respondent to recognize Charging Party as the bargaining representative for these employees under PERA. Under the Regional Convention Facility Act, Respondent also became bound by the collective bargaining agreement between the City and Charging Party.

Article 24 of the collective bargaining agreement provided, among other things, for the accrual of banked sick leave and Article 25 provided for longevity payments. Article 43, the agreement's successor clause, provided:

> This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions, terms or obligations herein shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by a change of any kind of the ownership or management of either party hereto of [sic] any separable, independent segment of either party hereto.

When it learned that Respondent did not recognize the banked sick leave accumulated by former City employees during their years of service with the City, Charging Party filed a grievance asserting that Respondent violated Article 24. When Respondent failed to make longevity payments to these employees, Charging Party filed another grievance followed by the instant unfair labor practice charge and amended charge asserting that Respondent had violated §§10(1)(e) and 15(1) of PERA, MCL 423.210(1)(e) and 423.215(1).

In its motion for summary judgment seeking dismissal of the unfair labor practice charge, Respondent asserted that Charging Party had not alleged repudiation, that the issues of sick leave and longevity pay were matters to be resolved through the parties' contractual grievance procedure, and that the claim that Respondent had failed to bargain had no basis in fact or law.

Discussion and Conclusions of Law:

In its motion for summary judgment, Respondent urged the ALJ to dismiss the charge on the basis that it had met its duty to bargain. Respondent contended that since the parties have a contract covering the matters that are the subject of the dispute, it had already met its bargaining obligation. Respondent went on to assert that the dispute involves an alleged contract violation and that all such allegations are to be resolved by the contract's grievance and arbitration procedures. Respondent is correct in its assertion that, in the absence of allegations of contract repudiation, an unfair labor

practice proceeding is not the proper forum for the adjudication of a contract dispute. *Wayne Co*, 19 MPER 61 (2006); *Village of Romeo*, 2000 MERC Lab Op 296, 298.

Contrary to the representations made in Respondent's motion for summary judgment, Charging Party did not specifically assert a failure to bargain, but has repeatedly alleged that Respondent repudiated the parties' collective bargaining agreement; it did so in its initial and amended charges, and in its response to Respondent's motion. MERC accepts jurisdiction over alleged contract violations that also give rise to violations of PERA. *AFSCME Council 25*, 22 MPER 102 (2009). Repudiation of an agreement is a violation of the duty to bargain under Section 10(1)(e) of PERA. *Plymouth-Canton Cmty Sch,* 1984 MERC Lab Op 894, 897.

Repudiation exists when no bona fide dispute over interpretation of the contract is involved, and the contract breach is substantial and has a significant impact on the bargaining unit. *Id.* The Commission will find repudiation only when the action of a party amounts to a rewriting of the contract or a complete disregard for the contract as written. *Goodrich Area Sch*, 22 MPER 103 (2009); *City of Detroit (Dep't of Transp)*, 19 MPER 34 (2006). The Commission will not find repudiation on the basis of an insubstantial or isolated breach. *Michigan State Univ*, 1997 MERC Lab Op 615, 618, 11 MPER 29012 (1997).

Here, Respondent admitted in its answer to the amended charge and in its motion for summary judgment that it is bound by the collective bargaining agreement between the City of Detroit and Charging Party. Respondent has not alleged a dispute as to the meaning of the sick leave and longevity pay language in Articles 24 and 25 or the successor language in Article 43 of that contract. Furthermore, we agree with the ALJ that the Respondent's refusal to recognize hours of banked sick leave and its failure to make longevity payments had a significant impact on the bargaining unit and amounted to a rewriting of the agreement.

In its exceptions, Respondent argues that because the affected employees were laid off by the City of Detroit the day before they became employees of the Respondent, they were not "transferred" as that term is used in the Regional Convention Facility Act. Respondent asserts that the City's decision to lay off employees modified the obligations set forth in that statute. We do not need to interpret or apply the Regional Convention Facility Act. Respondent has not denied that it is the successor to the City of Detroit and has assumed and accepted the obligations established by the collective bargaining agreement between Charging Party and the City of Detroit. That acceptance included a promise that no provision would be affected or modified in the event of a change in ownership or management. Consequently, Respondent was bound by the collective bargaining agreement's successor clause to accept, without change or modification, the sick leave and longevity obligations that had accrued under Articles 24 and 25 prior to the transfer. We hold that by refusing to do so, Respondent repudiated the parties' agreement.

Respondent also argues that during pre-transfer meetings with representatives of the City of Detroit, the City agreed to pay banked sick leave. No such agreement is before us. Furthermore, if it were before us it would not raise any issue justiciable under PERA. This Commission is not the proper forum in which to seek enforcement of an agreement between Respondent and the City of Detroit.

Finally, Respondent argues that the ALJ's Decision and Recommended Order is premature because all of the relevant facts have not been presented. By its motion for summary judgment,

Respondent implicitly represented that there were no relevant facts in dispute and that the issues presented were issues of law. Furthermore, Respondent has not identified any material facts that it wishes to prove, nor has it described any relevant proofs that would be offered were we to remand this matter for an evidentiary hearing. The operative facts asserted in the parties' initial pleadings, in Respondent's motion for summary judgment, and in its exceptions to the ALJ's Decision and Recommended Order are not in dispute; the issue before us is one of law. Accordingly, for the reasons stated above, we affirm the ALJ's Decision and adopt her Recommended Order.

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

_____
Christine A. Derdarian, Commission Chair

_____
Nino E. Green, Commission Member

_____
Eugene Lumberg, Commission Member

Dated: _____

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

In the Matter of:

DETROIT REGIONAL CONVENTION FACILITY AUTHORITY,
Public Employer-Respondent,

Case No. C10 C-072

-and-

AFSCME COUNCIL 25 AND ITS AFFILIATED LOCAL 1220,
Labor Organization-Charging Party.
_____/

APPEARANCES:

Miller, Canfield, Paddock and Stone, P.L.C., by Charles T. Oxender, for Respondent

Aina N. Watkins, Staff Attorney, Michigan AFSCME Council 25, for Charging Party

DECISION AND RECOMMENDED ORDER
OF ADMINISTRATIVE LAW JUDGE
ON SUMMARY DISPOSITION

On March 15, 2010, Michigan AFSCME Council 25 and its affiliated Local 1220 filed the above unfair labor practice charge with the Michigan Employment Relations Commission (the Commission) against both the Detroit Regional Convention Facility Authority (Respondent or the Authority) and the City of Detroit (the City). The charge was amended on March 16, 2010. Pursuant to Section 16 of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, MCL 423.16, the charge was assigned to Administrative Law Judge Julia C. Stern of the State Office of Administrative Hearings and Rules.

Under the terms of a newly enacted statute, the Regional Convention Facility Act (the Convention Facility Act), MCL 141.1355 et seq, the Authority assumed responsibility in 2009 for a convention facility, Cobo Hall, previously owned and operated by the City. The Authority then became the employer of fourteen individuals previously employed by the City at Cobo Hall and represented by the Charging Party. As provided in the Convention Facility Act, the Authority was required to, and did, recognize Charging Party as the bargaining representative for these employees under PERA. Under the Convention Facility Act and the successor clause of the collective bargaining agreement, the Authority also became bound by the agreement between the City and Charging Party covering those employees for the remainder of that agreement's term.

The charge alleges that the Authority repudiated the collective bargaining agreement by: (1) after the transfer, refusing to recognize sick leave accumulated by employees in sick leave banks during their years of service with the City; (2) on or about December 1, 2009, refusing to make

longevity payments to employees who qualified for that benefit under the contract. 1

On August 3, 2010, Respondent filed a motion for summary disposition pursuant to Rule 165(2) (b) of the Commission's General Rules, 2002 AACS, R 423.165. The motion asserts that the Commission lacks jurisdiction to find an unfair labor practice because the parties' dispute involves only issues of contract interpretation, and the parties have agreed that such disputes will be resolved through the contractual grievance arbitration mechanism. Charging Party filed a response to the motion on August 20. Charging Party asserts that Respondent's refusal to acknowledge its contractual obligations constitutes a violation of its duty to bargain as its actions had a significant impact on employees and there is no bona fide dispute over interpretation of the contract language. Neither party requested oral argument.

Rule 165 of the Commission's General Rules, 2002 AACS, R 423.165, permits the Commission or an administrative law judge, on its own motion or on a motion by any party, to order dismissal of a charge or issue a ruling in favor of the charging party without an evidentiary hearing based on grounds set forth in subsection two of that rule. These include that, except as to the relief sought, there is no genuine issue of material fact. In this case, the material facts are set out in the charge and pleadings and are not in dispute. Based on these facts, and on the arguments of the parties made in these pleadings, I make the following conclusions of law and recommend that the Commission issue the following order.

Facts:

The Regional Convention Facility Act

The Regional Convention Facility Act was enacted in 2008 and amended in 2009. It provides for the creation of a regional convention facility authority and the transfer of title, interest, ownership, and control of a qualified convention facility to that authority from a qualified city. The authority's powers and authority are set out in MCL 141.1367. These include, in subsection (f), the power to "engage in collective negotiation or collective bargaining and enter into agreements with a bargaining representative as provided by 1947 PA 336." Section 19, MCL 141.1369, governs the transfer of obligations from a city to an authority. Subsection 2 and 4 of Section 19 read as follows:

> (2) An authority shall assume, accept, or become liable for lawful agreements, obligations, promises, covenants, commitments, and other requirements of a local government relating to operating a qualified convention facility conveyed and transferred under this section, except as provided in subsection (4). An authority shall perform all of the duties and obligations and shall be entitled to all of the rights of a local government under any agreements expressly assumed and accepted by the authority related to the transfer of a qualified convention facility from the local government to the authority under this section. If a qualified convention facility is leased to an authority under subsection (1), this subsection shall apply while the lease

1 The charge also alleged that the City violated PERA by repudiating its obligations under that agreement. Charging Party subsequently reached a settlement with the City and has expressed its intention to withdraw the charge when the City has complied with the terms of the settlement. To expedite resolution of this matter, the charge against the City has been given a separate case number, Case No. C10 C-072A. The charge in that case will be held in abeyance and the hearing adjourned without date until Charging Party either withdraws the charge or asks that it be scheduled for hearing.

agreement is effective.

* * *

(4) An authority for a qualified metropolitan area shall not assume any unfunded obligations of a local government transferring or leasing a qualified convention facility under this section to provide pensions or retiree health insurance. Upon request by the authority, the local government shall provide the authority with a statement of the amount of the unfunded obligations, determined by a professional actuary acceptable to the authority.

Section 21(1) of the Convention Facility Act, MCL 141.1371, states:

The authority, as of the transfer date, immediately shall assume and be bound by any existing collective bargaining agreements applicable to employees of the local government whose employment is transferred to the authority either as a result of the authority's express assumption of the employees or by application of section 19 for the remainder of the term of the collective bargaining agreement. Local government employees whose employment is not transferred to the authority shall be reassigned within the local government, pursuant to the terms of any applicable collective bargaining agreements. A representative of the employees or a group of employees in the local government who represents or is entitled to represent the employees or a group of employees of the local government pursuant to 1947 PA 336, MCL 423.201 to 423.217 shall continue to represent the employee or group of employees after the employees transfer to the authority. This subsection does not limit the rights of employees, pursuant to applicable law, to assert that a bargaining representative protected by this subsection is no longer their representative. The rights and benefits protected by this subsection may be altered by a future collective bargaining agreement or, for employees not covered by collective bargaining agreements, by benefit plans as established and adopted by the authority.

The remainder of Section 21 deals with the rights and options of the transferred employees under applicable retirement plans.

The Collective Bargaining Agreement

Charging Party asserts, and the Authority does not dispute, that in late 2009 there was a collective bargaining agreement in effect between the City and Michigan AFSCME Council 25 which covered fourteen individuals who became employees of the Authority. The agreement included a successor clause, at Article 43:

This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions, terms or obligations herein shall be affected, modified, altered or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease or assignment of either party hereto, or affected modified, altered or changed in any respect whatsoever by a change of any kind of the ownership of management of either party hereto of [sic] any separable, independent segment of either party hereto.

Article 24 of the contract covered sick leave. This provision read, in pertinent part:

> A. All employees who have completed three (3) months of continuous service shall be granted one (1) day of sick leave for every service month in which they have worked 80% of their scheduled hours, not to exceed twelve (12) sick leave days in any one fiscal year. Sick leave earned after July 1, 1971 may accumulate without limitation. All employees must be on the payroll for the entire month to be credited with sick leave.
>
> B. Reserve sick leave of five (5) service days shall be granted on July 1 to each employee who was on the payroll the preceding July 1 and who has earned at least sixteen hundred (1600) hours or straight time pay during the fiscal year. Reserve sick leave shall be kept in the Reserve Sick Leave Bank.
>
> * * *
>
> D. Sick leave balances shall be expressed in terms of hours and shall be posted on the employee's check stub.

Article 24 stated that employees could use reserve sick days for absences which were the result of hospitalization or to cover a period of sickness resulting from a well-documented history of chronic recurring illness. Reserve sick days could not be used to cover short periods of non-chronic illness. Employees who had at least twenty-five unused sick days in their bank on July 1 were credited with bonus vacation days based on the number of sick days used in the previous fiscal year.

Article 25 covered longevity pay. Article 25(A) read, in pertinent part:

> A. Employees shall qualify for longevity pay as follows:
>
> Employees may qualify for the first step of longevity pay, provided they have served as City employees for an accumulated period of five (5) years.

The length of service required to qualify for longevity payments at the second through fifth steps, and the amount of the payment at each step, was also set out in Article 25(A). Articles 25(B), (C) and (D) described how and when longevity payments were to be made:

> B. Employees who have qualified for longevity pay and have accumulated at least eighteen hundred (1800) hours of straight time regular payroll hours of paid time during the year immediately preceding any December 1 date or other day of payment will qualify for a full longevity payment provided they are on the payroll on the December 1 date or any other date of qualification. Except for employees first qualifying for increments, the payment will be made in a lump sum annually on the first pay date after December 1. No employee will be denied a full longevity payment on December 1 because of a temporary unpaid absence of twenty (20) continuous day or less extending through he December 1 date in question.
>
> C. Employees who first qualify for longevity pay increments in any month after any

> December 1 date shall be paid such increment on a pro-rata basis upon attaining such qualification in the amount of a full increment less one-twelfth (1/12) thereof for each calendar month or fraction thereof from the previous December 1 date to date of such qualification.

The collective bargaining agreement also had a grievance procedure, at Article 8, ending in binding arbitration.

The Parties' Dispute

On or about September 14, 2009, the City laid off fourteen employees represented by Charging Party who worked at Cobo Hall. On or about September 15, these individuals became employees of the Authority. Shortly thereafter, the employees learned that the Authority did not recognize the sick leave they had accumulated in their reserve and regular sick leave banks during their years of service with the City. On October 2, Charging Party filed a grievance asserting that this action violated Article 24, the successor clause, and the maintenance of conditions clause in the contract, as well as the Convention Facility Act. Respondent acknowledged that it was bound by the terms of the collective bargaining agreement between Charging Party and the City. However, it asserted that nothing in the contract required it to recognize sick leave earned while the employees were employees of the City.

Although all fourteen employees represented by Charging Party had previously qualified for longevity payments as City employees, the Authority did not make any longevity payments in December 2009. When Charging Party filed a grievance, Respondent asserted that no longevity payments were due since no employee had accumulated 1800 hours of straight time regular payroll hours during the preceding year as an employee of the Authority or had the time in service as an employee of the Authority required under the contract.

Discussion and Conclusions of Law:

The Commission has the authority to interpret the terms of a collective bargaining agreement where necessary to determine whether a party has breached its statutory obligations. *Univ of Michigan,* 1971 MERC Lab Op 994, 996, citing *NLRB v C & C Plywood Corp*, 385 US 421 (1967); *Detroit Fire Fighters Ass'n v Detroit,* 408 Mich 663 (1980). The fact that the parties have a contract which arguably covers the subject in dispute does not deprive the Commission of jurisdiction over a charge alleging that a party has unilaterally altered an existing term of employment. However, since a party satisfies its statutory duty to bargain over a mandatory subject during the term of a collective bargaining agreement by entering into a contract provision that covers that subject, if the Commission concludes that a mandatory subject is covered by a provision in a current collective bargaining agreement, and the parties have agreed to a grievance resolution procedure ending in binding arbitration, the details and enforceability of the provision are generally left to arbitration. *Port Huron Ed Ass'n v Port Huron Area Sch Dist.,* 452 Mich 309, 317-321 (1996). As the Commission stated in *St Clair Co Road Comm,* 1992 MERC Lab Op 533 at 538:

> Where there is a contract covering the subject matter of the dispute which has provisions reasonably relied on for the action in question, and the contract also has a grievance procedure with final and binding arbitration, the Commission finds that the contract controls and no PERA issue is present.

A party making a change in the status quo, however, must have reasonably relied on the contract to justify its actions. A midterm modification of the contract by either party, without the consent of the other, violates that party's duty to bargain in good faith. St. *Clair Intermediate Sch Dist v Intermediate Ed Ass'n*, 458 Mich 540, 565 (1998); *Allied Chemical & Alkali Workers of America v Pittsburgh Plate Glass*, 404 US 157, 183 (1971). The Commission has also held that it will find an unfair labor practice where a party's breach of contract amounts to a repudiation of the collective bargaining agreement manifesting a disregard for that party's collective bargaining obligations. See, e.g., *City of Detroit (Transportation Dept)*, 1984 MERC Lab Op 937, *aff'd* 150 Mich App 605 (1983); *Jonesville Bd of Ed*, 180 MERC Lab Op 891, 900-902; *Detroit Housing Comm*, 21 MPER 53 (2008), (no exceptions). The Commission has described repudiation as a rewriting of the contract or a complete disregard for the contract as written. *Central Michigan Univ*, 1997 MERC Lab Op 501, 507; *Cass City Pub Sch*. 1980 MERC Lab Op 956, 960. The Commission has held that in order for it to find repudiation: (1) the contract breach must be substantial, and have a significant impact on the bargaining unit, and (2) there must be no bona fide dispute over interpretation of the contract. *Gibraltar Sch Dist*, 16 MPER 36 (2003); *Crawford Co*, 1998 MERC Lab Op 17, 21; *Plymouth-Canton Cmty Schs*, 1984 MERC Lab Op 894, 897.

In this case, Charging Party's members were permitted, as City employees, to bank paid sick leave and use it for future illnesses. No cap was placed on the amount of sick leave that could be banked, and employees with a substantial number of banked sick days were eligible to receive bonus vacation days. After they became employees of the Authority, Charging Party's members lost the leave hours they had accumulated. In addition, Respondent refused to recognize their years of service or hours worked as City employees for purposes of determining their eligibility for longevity payments under Article 25 of the contract. As a result, the employees are no longer eligible for these payments. I find that the Authority's actions clearly had a significant impact on the unit.

I also find that this case does not involve a bona fide dispute over interpretation of the contract language. The obligations of the City to recognize banked sick leave under Article 24 and pay longevity pay under Article 25 are well established and not in dispute. The issue here is whether the Authority, which was not a party to the contract when it was negotiated and, therefore, not specifically mentioned in the document, acquired all the City's obligations under the contract. This is primarily a statutory interpretation issue, not a contractual one.

In Section 19, the Convention Facilities Act provided that all the City's contractual liabilities and obligations, except unfunded pension and retiree health care liabilities, would be transferred to the Authority. In Section 21(1) of that statute, the Legislature also transferred to the Authority the City's obligation under PERA to bargain with Charging Party over the terms and conditions of employment of employees "assumed" by the Authority. In addition, it explicitly bound the Authority to the terms of the existing master collective bargaining agreement between the City and Charging Party for the remainder of that agreement's term. After the expiration of that agreement, the "rights and benefits," i.e., wages, hours and terms and conditions of employment, of the Authority's employees were to be subject to bargaining between Charging Party and the Authority as PERA provides.

As the employer under PERA, the Authority has the right to propose the elimination or reduction of longevity payments and banked sick leave in negotiations for a future collective bargaining agreement. It also has the right under PERA to impose such changes if and when the

parties reach a good faith bargaining impasse, However, I find that it was the Legislature's intent in the Convention Facility Act to protect employees from changes in their existing terms and conditions of employment resulting solely from their transfer to the Authority, and not from bargaining. Instead, the employees lost longevity payments which they would have received under the contract but for the transfer because of their years of service as City employees. They also lost accumulated sick leave which they would have been entitled to use but for the transfer. I find the Authority's actions to be inconsistent with its obligations under PERA, as set out by the Legislature in the Convention Facilities Act, and a repudiation of the collective bargaining agreement. I recommend, therefore, that the Commission issue the following order.

RECOMMENDED ORDER

The Detroit Regional Convention Authority, its officers and agents, is hereby ordered to:

1. Cease and desist from repudiating its collective bargaining agreement with Charging Party AFSCME Council 25 and its affiliated Local 1220 by refusing to recognize sick leave accumulated by employees represented by that labor organization during their employment with the City of Detroit, and by refusing to pay these employees longevity payments to which they were entitled based on their years of service with the City of Detroit.

2. Permit members of Charging Party to use sick leave accumulated in their sick leave banks while they were City of Detroit employees, award bonus vacation days based on this accumulated sick leave in accord with Article 24 of the collective bargaining agreement, and make employees whole for all monetary losses resulting from its repudiation of Article 24 of the agreement.

3. Pay members of Charging Party the longevity payments due them in December 2009 based on their years of service and straight time regular payroll hours worked as City of Detroit employees, together with interest at the statutory rate of five percent (5%) per annum, computed quarterly.

4. Post the attached notice to employees in conspicuous places on its premises, including all places where notices to employees are customarily posted, for a period of thirty (30) 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 **DETROIT REGIONAL CONVENTION FACILITY AUTHORITY** TO HAVE COMMITTED AN UNFAIR LABOR PRACTICE IN VIOLATION OF THE MICHIGAN PUBLIC EMPLOYMENT RELATIONS ACT (PERA). PURSUANT TO THE TERMS OF THE COMMISSION'S ORDER,

WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT repudiate our collective bargaining agreement with AFSCME Council 25 and its affiliated Local 1220 by refusing to recognize sick leave accumulated by employees represented by that labor organization during their employment with the City of Detroit and by refusing to pay those employees longevity payments to which they were entitled based on their years of service with the City of Detroit.

WE WILL permit members of this labor organization to use sick leave accumulated in their sick leave banks while they were City of Detroit employees, award bonus vacation days based on this accumulated sick leave in accord with Article 24 of the collective bargaining agreement, and make those employees whole for all monetary losses resulting from our repudiation of Article 24 of the agreement.

WE WILL pay members of this labor organization the longevity payments due them in December 2009 under Article 25 of the collective bargaining agreement based on their years of service and straight time regular payroll hours worked as City of Detroit employees, together with interest at the statutory rate of five percent (5%) per annum, computed quarterly.

We acknowledge that as a public employer under 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, hours of employment or other conditions of employment.

DETROIT REGIONAL CONVENTION FACILITY AUTHORITY

By: _____

Title: _____

Date: _____

This notice must be posted for a period of 30 consecutive days and must not be altered, defaced or covered by any material. Any questions concerning this notice may be directed to the office of the Michigan Employment Relations Commission, Cadillac Place, 3026 W. Grand Blvd, Suite 2-750, P.O. Box 02988, Detroit, Michigan 48202. Telephone: (313) 456-3510.
Case No. C10 C-072.