STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

In the Matter of:

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU),
LOCAL 517M,
Labor Organization-Respondent,

Case No. CU12 I-041

-and-

PAULA J. DIEM,
Individual-Charging Party.
_____/

APPEARANCES:

Howard F. Gordon, for Respondent

Paula J. Diem, appearing on her own behalf

DECISION AND ORDER

On January 10, 2013, Administrative Law Judge (ALJ) Doyle O'Connor issued his Decision and Recommended Order on Summary Disposition in the above matter finding that Respondent, Service Employees International Union (SEIU), violated §10 of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, MCL 423.210. The ALJ held that Respondent breached its duty of fair representation by continuing to collect full union dues from the pay of Charging Party Paula Diem after she had properly elected conversion to agency fee payer status. On this basis, the ALJ recommended that the Commission issue a cease-and-desist order and provide affirmative relief to Charging Party. Among other things, the ALJ recommended that we order Respondent to make Charging Party whole for any overpayment of amounts above the proper rate of agency fees for the period of October 2008 to the present, and reimburse her $337.46 in overpaid agency fees with interest. The ALJ also recommended that we order Respondent to reimburse Charging Party the sum of $185.00 with interest for lost wages incurred as a result of her having to attend the hearing in this matter at which Respondent failed to appear.

The Decision and Recommended Order was served on the interested parties in accordance with § 16 of PERA. On March 6, 2013, Respondent filed exceptions to the ALJ's Decision and Recommended Order and a brief in support of the exceptions. On March 19, 2013, Charging Party filed a response to Respondent's exceptions. In its exceptions, Respondent

contends that it did not receive notice of the hearing and that the ALJ erred in finding that the charge was timely filed. Upon review of Respondent's exceptions, we find them to be without merit.

Factual Summary:

The facts regarding the underlying merits of this case were set forth fully in the ALJ's Decision and Recommended Order and need not be repeated in detail here. In October 2008, Charging Party submitted a payroll deduction authorization form to Respondent authorizing her employer to deduct union service fees rather than full union dues. Respondent acknowledged receipt of Charging Party's request to change to agency fee payer status and provided her with copies of e-mails acknowledging the change in her status in late October 2008. In 2009 and the years that followed, Charging Party received annual service fee deduction statements indicating the percentage of union dues charged to service fee payers.

In May 2012, Respondent sent Charging Party a ballot to allow her to vote on certain proposed changes to the Union's constitution. Realizing that agency fee payers are not allowed to vote on such matters, Charging Party contacted her employer's payroll department to determine if full dues were being deducted from her pay instead of the reduced agency fee rate. After the payroll department informed Charging Party that she was being charged full dues, she promptly contacted Respondent's offices in June of 2012. In her initial contact, Charging Party was informed that she would receive a full refund of $466.46. Respondent subsequently changed its position and concluded that they did not owe that amount because they did not have any record of Charging Party's 2008 request for agency fee payer status. Instead, Respondent paid Charging Party the sum of $32.27, which Respondent indicates is reimbursement for the overpayments it received from Charging Party in seven pay periods between June and August 2012.

Charging Party filed a charge in this matter on September 13, 2012. On September 27, 2012, the ALJ sent a letter to the parties along with a copy of the Complaint and Notice of Hearing and a copy of the charge.[1] The first sentence of the first paragraph of the ALJ's letter states: "Enclosed you will find a Complaint and Notice of Hearing regarding a charge filed against **SEIU Local 517M** by **Paula J. Diem**, alleging that in 2008 she filed the necessary paperwork to acquire agency fee payer status, but full dues were inappropriately deducted from her pay." (Emphasis in original.) The ALJ's letter also directed Respondent to file an appearance and an answer to the charge no later than 5:00 p.m., October 19, 2012. Respondent filed an answer and appearance on or about October 19, 2012. The Complaint and Notice of Hearing set the hearing date in this matter for December 12, 2012. Charging Party appeared at the hearing, but Respondent failed to do so.

[1] The September 27, 2012 mailing was sent to Respondent by certified mail and, according to the return receipt, was received at Respondent's address of SEIU Headquarters, 1026 E. Michigan Ave., Lansing, MI 48912-1809. The return receipt does not indicate the date it was received at Respondent's office, but the signed receipt was returned to the Michigan Administrative Hearing System on October 4, 2012.

Discussion and Conclusions of Law:

Respondent's Failure to Appear at Hearing

Respondent contends it did not appear at the December 12, 2012 hearing because it did not receive notice of the hearing. However, the hearing notice on the document titled "Complaint and Notice of Hearing" was included with two other documents that Respondent acknowledges receiving and to which Respondent responded, the ALJ's September 27, 2012 letter and the charge. Even assuming that the notice of hearing was not enclosed with the September 27 letter and the charge, as Respondent apparently contends, the letter itself notified Respondent that a hearing notice had been prepared, that the ALJ intended Respondent to have notice of the hearing, and that the ALJ believed the notice had been sent to Respondent. Upon receiving the ALJ's September 27, 2012 letter, Respondent should have contacted the ALJ or other staff of the Michigan Administrative Hearing System for a notice of hearing if the notice was not enclosed with the letter.

Respondent asks that we reopen the record to allow Respondent the opportunity to enter proofs refuting the charge. Under Rule 166 of the General Rules of the Michigan Employment Relations Commission, 2002 AACS, R 423.166, a motion to reopen the record will be granted only where the party making the motion proffers new evidence and all of the following requirements are met:

(a) The additional evidence could not with reasonable diligence have been discovered and produced at the original hearing.
(b) The additional evidence itself, and not merely its materiality, is newly discovered.
(c) The additional evidence, if adduced and credited, would require a different result.

Respondent has not identified any evidence that might support its contention that the notice of hearing was not received. Respondent has failed to submit an affidavit from the person in Respondent's employ who opened the envelope containing the ALJ's letter and the charge, nor has Respondent identified a person willing to testify under oath about the contents of that envelope. Respondent's assertions that it did not receive the Complaint and Notice of Hearing, without any indication of evidentiary support, do not justify our remanding this matter to the ALJ for further hearing.

The evidence in the record establishes that a Notice of Hearing was sent to Respondent via certified mail, yet Respondent did not appear at the hearing. Section 72(1) of the Administrative Procedures Act, MCL 24.272(1) provides: "If a party fails to appear in a contested case after proper service of notice, the agency, if no adjournment is granted, may proceed with the hearing and make its decision in the absence of the party." See *City of Detroit (Finance Dep't*), 20 MPER 56 (2007); and *Wayne Co Cmty Coll Fed'n of Teachers*, 20 MPER 65 (2007).

Respondent's Collection of Union Dues from Charging Party

The duty of fair representation is a judicially created doctrine, founded on the principle that a union's status as exclusive bargaining representative carries with it the obligation and duty to fairly represent all employees in the bargaining unit, whether they are union members or nonmembers. *Vaca v Sipes*, 386 US 171 (1967); *Goolsby v Detroit*, 419 Mich 651 (1984). The elements of a union's duty of fair representation include: 1) serving the interests of all members without hostility or discrimination; 2) exercising its discretion with complete good faith and honesty; and 3) avoiding arbitrary conduct. When a union's conduct toward a bargaining unit member is "arbitrary, discriminatory, or in bad faith" the duty of fair representation is breached. A union satisfies the duty of fair representation so long as its decision is within the range of reasonableness. *Air Line Pilots v O'Neill*, 499 US 65 (1991); *Int'l Union of Operating Eng'rs, Local 547*, 2001 MERC Lab Op 309, 311; *City of Detroit, Detroit Fire Dep't*, 1997 MERC Lab Op 31, 34-35.

A union's duty of fair representation extends to union conduct in representing employees in their relationship with their employer, such as negotiating a collective bargaining agreement or resolving a grievance, and in related decision-making procedures. *Wayne Co Cmty Coll Fed'n of Teachers, Local 2000, AFT*, 1976 MERC Lab Op 347. See also *Lansing Sch Dist*, 1989 MERC Lab Op 210. However, the duty of fair representation does not apply to strictly internal union matters that do not impact the relationship of bargaining unit members to their employer. *West Branch-Rose City Ed Ass'n*, 17 MPER 25 (2004). In *West Branch-Rose City Ed Ass'n*, the Commission explained that the collection of agency fees from nonmembers cannot be characterized as purely an internal union matter because it can only be accomplished pursuant to a negotiated contract provision, and there is a potential impact on employment should the nonmember refuse to pay. The Commission noted that, in *Communications Workers v Beck*, 487 US 735 (1988), the U.S. Supreme Court found that exactions of agency fees from objecting nonmembers beyond those necessary to finance collective bargaining activities violated a union's duty of fair representation as well as the nonmembers' First Amendment rights. See also *Lansing Sch Dist*, 1989 MERC Lab Op 210; *Bridgeport-Spaulding Cmty Sch*, 1986 MERC Lab Op 1024; and *California Saw and Knife Works*, 320 NLRB 224 (1995). In the present case, the evidence established that Respondent continued to collect full dues from Charging Party's pay after she had properly elected conversion to agency fee payer status. Respondent, therefore, violated § 10(2)(a) of the Public Employment Relations Act.

Although Respondent also contends that the instant charge was not timely, the evidence in the record supports the ALJ's conclusion that Charging Party filed the charge within six months of learning that she was being charged full union dues. The Commission agrees with the ALJ that the charge was timely filed. Pursuant to § 16(a) of the Act, no complaint shall issue based upon any alleged unfair labor practice occurring more than six months prior to the filing of the charge with the Commission. The limitations period under § 16(a) commences when the charging party knows or should have known of the acts constituting the unfair labor practice and has good reason to believe the acts were improper or done in an improper manner. *Huntington Woods v Wines*, 122 Mich App 650, 652 (1983).

Respondent argues that Charging Party should have known that the wrong amount was being deducted from her pay by reviewing her biweekly payroll statements. However, Respondent did not appear at the hearing to offer the biweekly payroll statements nor has Respondent submitted copies of such statements supported by an affidavit attesting to their authenticity. On the contrary, Charging Party contends that she relied on annual service fee deduction statements provided to her by Respondent, which led her to believe that she was only paying the agency fee. In the absence of evidence that would support Respondent's request to reopen the record in this matter, we must rely on the evidence currently in the record, which consists of Charging Party's testimony and the exhibits admitted during the hearing.

In the instant case, Charging Party's unrebutted testimony in the record establishes that she had no reason to believe the deductions that were periodically made from her pay were inaccurate until May of 2012, when she received the Union election ballot. After unsuccessfully attempting to resolve the matter with Respondent, Charging Party timely filed the instant charge on September 13, 2012.

For the foregoing reasons, the Commission concludes that the record supports the ALJ's finding that Respondent violated §10 of PERA by continuing to collect full dues from Charging Party's pay after she had properly elected conversion to agency fee payer status. In awarding a remedy, however, the ALJ ordered Respondent to reimburse Charging Party the sum of $185.00 in lost wages incurred as costs stemming from her having to attend the hearing.

Our authority to award remedies stems from § 16(b) of PERA which states in relevant part:

> If upon the preponderance of the testimony taken the commission is of the opinion that any person named in the complaint has engaged in or is engaging in the unfair labor practice, then it shall state its findings of fact and shall issue and cause to be served on the person an order requiring him to cease and desist from the unfair labor practice, and to take such affirmative action including reinstatement of employees with or without back pay, as will effectuate the policies of this act. The order may further require the person to make reports from time to time showing the extent to which he has complied with the order.

In determining whether costs or attorney fees may be awarded, Michigan follows the American Rule, which provides that attorney fees and costs are not recoverable unless authorized by statute or a recognized common-law exception. *Goolsby v Detroit*, 211 Mich App 214, 224 (1995). When this issue arises under PERA, reference is often made to the language "take such affirmative action . . . as will effectuate the policies of this act" to justify the extraordinary relief of attorney fees and costs. However, as the Court of Appeals pointed out in *Goolsby*, that language is not sufficiently specific to authorize an award of either attorney fees or costs. Inasmuch as § 16(b) of PERA does not authorize us to award costs, we find that the ALJ exceeded his authority when he ordered Respondent to reimburse Charging Party for costs incurred as a result of having to attend the December 12, 2012 hearing.

We have also considered all other arguments submitted by the parties and conclude that they would not change the result in this case. After a careful and thorough review of the record, we find that the ALJ's Decision and Recommended Order is affirmed as modified herein.

ORDER

We hereby order Respondent, SEIU Local 517M, its officers, agents, and representatives to:

1. Cease and desist from:

    a. Improperly continuing to collect full dues from bargaining unit members who have given notice of their election of agency fee payer status, and

    b. Refusing to return excess fees collected from agency fee payers.

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

    a. Restore and/or maintain Charging Party Paula J. Diem to the proper rate for payroll deduction of agency fees.

    b. Make Charging Party Paula J. Diem whole for any overpayment of amounts above the proper rate of agency fees for the period of October 2008 to the present.

    c. Reimburse Charging Party Paula J. Diem no less than the sum of $337.46 in overpaid fees, as supported by the proofs at trial, together with statutory interest on that sum.

3. Post the attached notice to employees in a conspicuous place at each relevant City of Saginaw worksite, if there are existing bulletin boards or other locations for postings by the Union, and post it prominently on any website maintained by SEIU for bargaining unit employee access for a period of thirty consecutive days.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

_____/s/_____
Edward D. Callaghan, Commission Chair

_____/s/_____
Robert S. LaBrant, Commission Member

_____/s/_____
Natalie B. Yaw, Commission Member

Dated: _____

NOTICE TO EMPLOYEES

After a public hearing by the Michigan Employment Relations Commission (MERC), SEIU LOCAL 517M has been found to have committed unfair labor practices in violation of PERA. Pursuant to the terms of the Commission's order, we hereby notify employees in the bargaining unit that we represent that:

WE WILL NOT Improperly continue to collect full dues from bargaining unit members who have given notice of their election of agency fee payer status.

WE WILL NOT Refuse to return excess fees collected from agency fee payers.

WE WILL Restore and/or maintain Charging Party Paula J. Diem to the proper rate for payroll deduction of agency fees.

WE WILL Make Charging Party Paula J. Diem whole for any overpayment of amounts above the proper rate of agency fees for the period of October 2008 to the present.

WE WILL Reimburse Charging Party Paula J. Diem no less than the sum of $337.46 in overpaid fees, as supported by the proofs at trial, together with statutory interest on that sum.

ALL bargaining unit employees are free to engage in or refrain from 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.

SEIU LOCAL 517M

By:_____

Title:_____

Date: February 13, 2014

This notice must be posted for thirty (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, Detroit, MI 48202-2988. Telephone: (313) 456-3510.

STATE OF MICHIGAN
MICHIGAN ADMINISTRATIVE HEARING SYSTEM
EMPLOYMENT RELATIONS COMMISSION

In the Matter of:

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU),
LOCAL 517M,
Labor Organization-Respondent,

Case No. CU12 I-041
-and- Docket 12-001594-MERC

PAULA J. DIEM,
Individual Charging Party.

_____/

APPEARANCES:

Paula J. Diem, Charging Party appearing on her own behalf

Howard F. Gordon, for Respondent

DECISION AND RECOMMENDED ORDER
OF ADMINISTRATIVE LAW JUDGE
ON SUMMARY DISPOSITION

Pursuant to the Public Employment Relations Act (PERA), 1965 PA 379, MCL 423.201, *et seq*, as amended, this case was assigned to Doyle O'Connor, Administrative Law Judge (ALJ) of the Michigan Administrative Hearing System, acting on behalf of the Michigan Employment Relations Commission (MERC). The following findings of fact, conclusions of law, and recommended order are based upon the entire record, including testimony at trial on December 12, 2012:

The Unfair Labor Practice Charge:

On September 13, 2012, a Charge was filed in this matter, by Paula J. Diem (Charging Party) asserting that the Service Employees International Union (SEIU) Local 517M (the Union or Respondent) had violated its duty under PERA by continuing to collect full dues from her pay after she had properly elected conversion to agency fee payer status.

Paula J. Diem alleged that in 2008 she filed with the Union and her employer, City of Saginaw, the necessary paperwork to acquire agency fee payer status, but full dues continued to be inappropriately deducted from her pay. She further contends that upon discovering the overpayments, she contacted the

Local and she was advised that the Local agreed that she had been overpaying and was entitled to a return of $466.46. A small portion of that amount was returned according to Diem. The remainder was withheld on the Union's assertion that it had no documented proof of Diem earlier electing agency fee payer status.

On September 27, 2012, the matter was properly set and noticed for trial on December 12, 2012. The Union filed an appearance of counsel and a timely Answer and position statement. It was the Union's position that they converted Diem to fee payer status in or after June 2012 and that neither they nor the employer have any record of any earlier request. The Union asserted that they asked Diem to provide a copy of any documentation and she never provided it.

The Union did not appear for trial and did not request an adjournment. The hearing was held in Respondent's absence pursuant to Rule 72(1) of the Administrative Procedures Act, MCL 24.272(1), which provides for a hearing and the issuance of a decision in the absence of a party where proper notice has been given. Diem's proofs were taken and went uncontested.

Findings of Fact and Discussion and Conclusions of Law:

Diem testified credibly and in a detailed fashion at trial and supported her testimony with contemporaneous and substantial documentation, as more fully described below. At the conclusion of proofs, Diem closed orally and requested a bench decision. Accordingly, I rendered a bench opinion, with the substantive portion of my findings of fact and conclusions of law issued from the bench set forth below:[2]

JUDGE O'CONNOR:

FINDINGS OF FACT:

> The charge asserted that the charging party Paula Diem submitted documentation requesting to be made an agency fee payer in 2008. That in 2012 she discovered that, in fact, she had been overcharged throughout the years. The SEIU's answer to the charge acknowledged the contact that occurred in 2012 in which Miss Diem advised them that she believed she should be treated as an agency fee payer and SEIU provided a partial refund indicating that they had no record of Miss Diem requesting fee payer status in 2008.
>
> The SEIU's answer didn't deny that Miss Diem requested

[2] The transcript excerpt reproduced herein contains typographical corrections and other non-substantive edits for clarity purposes. The completed unedited transcript is maintained within the Commission case file.

agency fee payer status, merely that they had no record of it, which can happen, people lose things, people don't keep track of stuff sometimes. SEIU did not appear to defend this case today.

Miss Diem testified and introduced exhibits, Charging Party's Exhibits 1 through 8, and in particular in this decision I am relying on Exhibit 3, which are copies of original documents from 2008.

Miss Diem has on the record shown me her original set of documents in the envelope she received them from SEIU in. I find the documents to be authentic and compelling. The documents show that in 2008 Miss Diem submitted a standard authorization form asking to be placed as an agency fee payer rather than a full dues paying member, that the SEIU acknowledged receipt of that document in 2008 and corresponded internally amongst their own officers and staff regarding the receipt of that document.

Now, the statute of limitations in our forum is six months, which normally requires that a charge be brought within six months from when the Charging Party knew or should have known that there was a violation. Here Ms. Diem has testified credibly that given that in 2008 the union acknowledged her agency fee pay status, that she believed that the deductions [which] were periodically made from her pay were accurate.

In May of 2012, Ms. Diem received, as she did every year, a form notice sent by SEIU to all agency fee payers. That was consistent in each of those years with her being treated by SEIU as an agency fee payer, which she presumed they were doing. Ms. Diem also in May of 2012 received from SEIU a ballot to vote on their constitutional changes. That was inconsistent with treating her as an agency fee payer and led her to conclude that there might be some record keeping problem or some confusion at SEIU about her status. That caused her to check with payroll to find out if the right amount was being deducted. She determined at that point that comparing the dollar figure that the payroll clerk at her workplace said is normally deducted for dues with a reduced percentage rate indicated in the letter from SEIU meant that she was being charged full dues. She promptly contacted SEIU's offices in June of 2012. Her initial contact resulted in an indication by SEIU that she would receive a full refund of $466.46. But SEIU then changed course after it went through the hands of

several staff and concluded that they did not owe a refund because they did not have any record of the timely request in 2008 for agency fee payer status.

Ms. Diem has asked for reimbursement for a variety of items. First is the central item, which is the amount that is now $337.46 [remaining from the] amounts that were improperly withheld. That is clearly recoverable in this forum. She has asked for a trebling of those damages, which is typically not recoverable in this forum. And she's asked for various payments for costs including her own time [in preparing for today's hearing], which I'll address in the conclusions of law, as well as mileage, and all of those are reflected on Exhibit 8. She has provided also a cost breakdown for her lost wages for today's hearing, testifying that she had to take a personal time-off day at her expense to attend the hearing today and that that cost in lost wages is $185.

CONCLUSIONS OF LAW:

The charging party has established factually that she requested conversion to agency fee payer status in 2008. The SEIU has appropriately acknowledged that if she did, then they owed her the [disputed] money. They owe her the money, quite simply. [The improper withholding of dues instead of the lower agency fees is a breach of the Union's duty of fair representation. See, *West Branch Education Assoc*, 2000 MERC Lab Op 333.] Diem is entitled to reimbursement of the $337.46 and I will so order.

On the other items of damage, the trebling of damages is not a recovery allowed under the Public Employment Relations Act under any circumstances. The time spent presenting the case is typically considered attorney fees, and under most attorney fee statutes, time spent by an unrepresented individual representing themselves is not recoverable as attorney fees because there aren't any actual out-of-pocket attorney fees.

Further, there has long been a question under the Public Employment Relations Act of whether or not attorney fees could be awarded. The three-member Commission which reviews decisions issued by administrative law judges in its most recent review of that question in a split decision had two of the three members finding that attorney fees could not be awarded. So I will not be recommending attorney fees as I do not believe the Commission would authorize [an award of fees in

this case] and because I would likely not recommend them regardless because actual attorney fees were not incurred.

I am going to recommend reimbursement for lost wages for today's hearing. The conduct of the SEIU was inconsistent with the representations it made to this forum. The SEIU's answer quite reasonably asserted that they were prepared to reimburse [Diem] if they had proof that she had requested agency fee payer status in 2008. They did not appear to defend on that basis today. I accept as credible your testimony that in your discussions with SEIU staff in the most recent several months, June, July, August, you indicated to them and read to them from the 2008 e-mail exchange; that you told them that you had copies; and that no one asked you for copies. That fact, and it is a fact since I'm accepting your testimony as credible, I think requires a conclusion that had SEIU's answer to this charge been filed in good faith, it should have requested from you copies of the documents, and upon receipt of [those documents] would have paid you the money. From that conclusion, I conclude that it was wrongful of SEIU to force you to attend today's hearing where there, in fact, was no genuine good faith dispute of any material fact. The only issue that was in dispute was did you ask for agency fee status in 2008; they knew or should have known that you had requested that, even if in the interim they had lost the e-mails. Even if that's true, you read to them from the e-mails, told them you had hard copies and offered to provide them and they did not request them.

I'm going to recommend as relief the reimbursement to you the sum of $337.46 and I'm going to recommend that the commission order reimbursement for your lost wages today of $185. I am not recommending an award of mileage.

Conclusion:

I have carefully considered all other arguments asserted by the parties in this matter, whether in writing or at hearing, and have determined that they do not warrant a change in the result. For the reasons set forth above, I recommend that the Commission issue the following order:

RECOMMENDED ORDER

SEIU Local 517M, its officers, agents, and representatives shall:

1. Cease and desist from:

a. Improperly continuing to collect full dues from bargaining unit members who have given notice of their election of agency fee payer status, and

b. Refusing to return excess fees collected from agency fee payers.

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

a. Restore and/or maintain Charging Party Paula J. Diem to the proper rate for payroll deduction of agency fees.
b. Make Charging Party Paula J. Diem whole for any overpayment of amounts above the proper rate of agency fees for the period of October 2008 to the present.
c. Reimburse Charging Party Paula J. Diem no less than the sum of $337.46 in overpaid fees, as supported by the proofs at trial, together with statutory interest on that sum.
d. Reimburse Charging Party Paula J. Diem the sum of $185.00 in lost wages incurred as a result of her having to attend an unnecessary trial at which SEIU failed to appear or defend, together with statutory interest on that sum.

3. Post the attached notice to employees in a conspicuous place at each relevant City of Saginaw worksite, if there are existing bulletin boards or other locations for postings by the Union, and post it prominently on any website maintained by SEIU for bargaining unit employee access for a period of thirty (30) consecutive days.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

_____

Doyle O'Connor
Administrative Law Judge
Michigan Administrative Hearing System

Dated: January 10, 2013

NOTICE TO ALL EMPLOYEES

After a public hearing by the Michigan Employment Relations Commission (MERC), SEIU LOCAL 517M has been found to have committed unfair labor practices in violation of PERA. Pursuant to the terms of the Commission's order, we hereby notify employees in the bargaining unit that we represent that:

WE WILL NOT

1. Improperly continue to collect full dues from bargaining unit members who have given notice of their election of agency fee payer status.
2. Refuse to return excess fees collected from agency fee payers.

WE WILL

1. Restore and/or maintain Charging Party Paula J. Diem to the proper rate for payroll deduction of agency fees.
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3. Reimburse Charging Party Paula J. Diem no less than the sum of $337.46 in overpaid fees, as supported by the proofs at trial, together with statutory interest on that sum.
4. Reimburse Charging Party Paula J. Diem the sum of $185.00 in lost wages incurred as a result of her having to attend an unnecessary trial at which SEIU failed to appear or defend, together with statutory interest on that sum.

ALL bargaining unit employees are free to engage in or refrain from 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.

SEIU LOCAL 517M

By:_____

Title:_____

Date:_____

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