STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

In the Matter of:

WAYNE COUNTY,
Public Employer–Respondent,

Case No. C13 E-090

-and-

MICHIGAN AFSCME COUNCIL 25 AND ITS
AFFILIATED LOCAL 25,
Labor Organization–Charging Party.
_____/

APPEARANCES:

Schultz and Young, P.C., by Gregory T. Schultz, for Respondent

Shawntane Williams, Staff Counsel, AFSCME Council 25, for Charging Party

DECISION AND ORDER

On January 10, 2014, Administrative Law Judge (ALJ) Julia C. Stern issued her Decision and Recommended Order on Motion for Summary Disposition in the above matter reiterating her interim finding that Respondent, Wayne County, violated § 10(1)(e) of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, MCL 423.210(1)(e), by refusing to supply an unredacted copy of a color photograph, related to an employee's discipline, to the Charging Party, Michigan AFSCME Council 25 and its Affiliated Local 25. Respondent refused to provide the photo without first obtaining a signed non-dissemination agreement from Charging Party. The ALJ held that while Respondent did not repudiate the collective bargaining agreement, it had no concrete basis for fearing misuse of the photo or a breach of confidentiality and, therefore, violated its duty to bargain.

While before Judge Stern, on September 13, 2013, Respondent had filed a motion to dismiss the charge, and Charging Party filed a response. On December 6, 2013, the ALJ issued an Interim Order denying Respondent's motion, holding that while Respondent did not repudiate the collective bargaining agreement, it violated § 10(1)(e) of PERA by refusing to provide Charging Party with a copy of the photo. The ALJ gave Respondent the opportunity to present additional facts and/or argument in support of its position that the photo necessitated confidentiality. Respondent declined to do so, and subsequently the ALJ issued her final conclusions in the Decision and Recommended Order which was served upon the interested parties in accordance with § 16 of PERA.

After filing a request, Respondent was granted an extension of time to file exceptions and did so on March 5, 2014. Charging Party did not respond to Respondent's exceptions; nor did Charging Party file its own exceptions pertaining to the ALJ's rejection of its contract repudiation argument.

Respondent takes exception to the ALJ's findings that it failed to satisfy its obligation under § 10(1)(e) of PERA. Respondent argues that it fulfilled that obligation by affording Charging Party multiple opportunities to view the original color photo in question and by giving a conditional offer to provide a redacted copy of the photo. Respondent contends that its conditional offer was warranted under the general test set forth by *Detroit Edison Co v NLRB*, 440 US 301 (1979) and adopted by MERC in *Kent Co and Kent Co Sheriff*, 1989 MERC Lab Op 1008 and *Taylor Sch Dist*, 2002 MERC Lab Op 248. It argues further that the ALJ erred in failing to analyze this case under the analysis set forth in *Detroit Edison*.

We have reviewed the record and find that Respondent's exceptions have merit.

Factual Summary:

We adopt the facts as found by the ALJ and summarize them here.

On November 2, 2012 Mike Myers, Respondent's employee and bargaining unit member, allegedly assaulted an employee (complainant) of Frank's Pizza in Wyandotte, Michigan while he was conducting an inspection of the premises. A witness employed by the restaurant alleged in a written statement that Myers declared he wanted to "ring their necks" and placed his hands around the complainant's neck, causing a red mark. The complainant sent Respondent a color photograph of herself which purportedly showed the red marks on her neck. The complainant also gave Respondent a written statement about the incident.

Respondent suspended Myers for twenty days and in response Charging Party filed a grievance on his behalf. At Myers' disciplinary hearing, Respondent informed Charging Party that it possessed witness statements and a photograph of the complainant. Charging Party thereafter requested this information to process the grievance, relying on Article 11 of the parties' collective bargaining agreement, which provides as follows:

> 11.02 All incident and other investigation reports then available shall be included with the disciplinary papers when served, with copies furnished to the Union.
>
> ***
>
> 11.05 When the Department determines that a disciplinary matter requires an investigation, a hearing shall be formally opened and then suspended for investigation. The Union will be notified at the time the case is suspended when the disciplinary hearing shall take place. This notice will allow the Union to do its investigation into the matter before discipline is issued.

The only issue in this case is whether there exists a duty to provide the photograph. While Respondent permitted Charging Party to view the original color photograph of complainant, it declined to provide Charging Party with a copy, citing privacy and confidentiality concerns for the complainant. Instead, Respondent offered to give Charging Party a redacted, color copy of the photograph, which deleted complainant's facial profile, but only if it agreed to sign a non-dissemination agreement. The agreement limited viewing of the redacted photo to union representatives, consultants, experts, witnesses, potential witnesses or investigators. Charging Party refused to sign the agreement and filed its unfair labor practice charge.

Discussion and Conclusions of Law:

In order to satisfy its bargaining obligation under § 10(1)(e) of PERA, an employer must supply requested information which will permit the union to engage in collective bargaining and police the administration of the contract. *City of Detroit*, 21 MPER 48 (2008); *Clairmount Laundry*, 2002 MERC Lab Op 172; *Wayne Co*, 1997 MERC Lab Op 679; *Ecorse Pub Sch*, 1995 MERC Lab Op 384. Where the information sought relates to discipline or to wages, hours, or working conditions of bargaining unit employees, the information is presumptively relevant and will be ordered disclosed unless the employer rebuts the presumption. *City of Detroit, (Dep't of Transport)*, 1998 MERC Lab Op 205; *Wayne Co*. See also *E.I. DuPont de Nemours & Co v NLRB*, 744 F2d 536 (CA 6, 1984).

A union's interest in the information will not always predominate over legitimate employer interests, however. *Taylor Sch Dist*, 2002 MERC Lab Op 248. Exceptions to the employer's duty to provide information exist where the requested information could be either confidential or readily available to the union from other sources. *Michigan State Univ*, 1986 MERC Lab Op 407. The Commission has taken the position that the confidential exclusion should not be interpreted too narrowly. *Mundy Twp*, 22 MPER 31 (2009); *City of Battle Creek (Police Dep't)*, 1998 MERC Lab Op 684. For example, where the employer has demonstrated the need for confidentiality regarding employee tests and answer sheets to protect the integrity of the testing process, the employer has no obligation to provide that information to the union. *Detroit Edison Co v NLRB*, 440 US 301 (1979).

We disagree with the ALJ's ruling that there are no legitimate grounds for Respondent to assert the need for confidentiality and insist upon a non-dissemination agreement. In making this ruling the ALJ erred in her determination that *Detroit Edison* was inapplicable to this case. In *Detroit Edison*, the employer agreed to disclose test scores of the employee examinees only if the examinees gave their consent. The Supreme Court specifically held that the employer's conditional offer to disclose the information was warranted. Similarly in this case Respondent was not only justified in trying to preserve the complainant's privacy and the confidentiality of her photo, but its insistence on a signed non-dissemination agreement was equally proper.

Respondent had a legitimate and genuine concern about potential liability should the photograph end up in the wrong hands. The complainant is not an employee of Respondent or a bargaining unit member. The alleged incident occurred in *her* workplace presumably without exposure to any of Respondent's employees except Myers. Charging Party has not offered any

assurance that widespread distribution of the photo will not occur. Charging Party also has not proffered a valid reason for objecting to the non-dissemination agreement, claiming only that it has never been asked to sign one previously. Yet Respondent's offer to compromise in this manner satisfied Charging Party's request for information while preserving the privacy of the complainant by redacting portions of the photo and limiting to whom the photo was disclosed.

Respondent is also correct in its assertion that the requested information was readily available to Charging Party from other sources. In particular, it is undisputed that Charging Party 1) was able to view the original unredacted color photograph of the complainant on multiple occasions; 2) was given copies of written witness statements; and 3) interviewed the complainant. We conclude that Charging Party already has sufficient information to investigate the complaint and prepare for arbitration.

Finally, PERA does not require an employer to provide physical copies of requested information to satisfy its duty to bargain. Viewing or inspection of the information is sufficient. See e.g., *Wayne Co (Airport Dep't)*, 2002 MERC Lab Op 241 (no breach of duty of fair representation where union did not allow grievant to copy promotional eligibility information, but allowed her to view promotion eligibility list); *City of Detroit*, 25 MPER 13 (2011) (City substantially met its obligations under PERA in its handling of information requests pertaining to contract and grievance negotiations); *City of Detroit*, 25 MPER 23 (2011) (Where the sought after information is deemed relevant, employers must at a minimum permit the union access to its files).

Respondent fulfilled its obligation under PERA to provide the requested information. Therefore, we reverse the ALJ's Decision and Recommended Order finding that Respondent violated its duty to bargain and issue the following Order:

ORDER

The Charge is dismissed in its entirety.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

/s/
Robert S. LaBrant, Commission Member

/s/
Natalie P. Yaw, Commission Member

Dated: September 26, 2014

CHAIR CALLAGHAN, DISSENTING:

I dissent from the result reached by the majority and would affirm the ALJ's decision. I believe there is evidence to support the ALJ's conclusion that Respondent violated its duty to

bargain by refusing to provide Charging Party with an unredacted color copy of the complainant's photograph unless Charging Party signed a non-dissemination agreement.

Clearly, the photo is relevant to the discipline of employee Myers. The color copy is essential to Charging Party's processing of the grievance because the red mark on complainant's neck is the basis for Respondent's discipline of Myers. While Charging Party possesses a black and white copy of the photo, which Respondent denies sending, no such mark can be seen on that copy. Further, it is my opinion that Respondent's offer to provide a redacted copy-whereby the complainant's profile is altered to delete her nose and mouth-is unwarranted because Charging Party has met with the complainant and, therefore, is already familiar with her appearance. I also believe the ALJ was correct in ruling that Charging Party does not bear the burden of proving that the information it already possesses is insufficient to carry out its statutory duties and police the collective bargaining agreement. Regardless, I agree that the photograph would be of use to Charging Party in carrying out its duties.

I also agree with the ALJ that there is no reason to believe that the complainant's photograph would be misused by Charging Party or its members such that a non-dissemination agreement is necessary. The complainant voluntarily gave the photo to Respondent on or about the date of the incident at Frank's Pizza. As noted by the ALJ, there is no evidence in the record that she provided the photograph to Respondent with any conditions on its use or disclosure. There is no suggestion that complainant expressed an interest in privacy; to the contrary, she provided the photo, a written statement, and met with representatives of Charging Party for an interview whereupon she prepared a second written statement. As ALJ Stern aptly noted, Respondent has not offered "any concrete basis for fearing that anyone might misuse the photo or even that the complainant herself objected to its distribution."

Finally, Respondent's non-dissemination agreement is quite broad, allowing union representatives, consultants, experts, witnesses, potential witnesses or investigators to see the photograph. Respondent has not established with any measure of certainty what further disclosure could occur. As Judge Stern noted, this case is distinguishable from the facts and holding in *Detroit Edison*, because the evidence does not support Respondent's assertion of an overriding, legitimate interest in the complainant's privacy which mandates withholding a copy of the photograph or requiring a non-dissemination agreement.

For the reasons set forth above, I would hold that Respondent violated PERA by refusing to provide Charging Party with an unredacted color copy of the photograph and would affirm the Decision and Recommended Order of the ALJ in this case.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

/s/
Edward D. Callaghan, Commission Chair

Dated: September 26, 2014

STATE OF MICHIGAN
MICHIGAN ADMINISTRATIVE HEARING SYSTEM
EMPLOYMENT RELATIONS COMMISSION

In the Matter of:

WAYNE COUNTY,
Public Employer-Respondent,

Case No. C13 E-090
Docket No. 13-003738-MERC

-and-

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

APPEARANCES:

Schultz and Young, P.C., by Gregory T. Schultz, for Respondent

Shawntane Williams, Staff Counsel, AFSCME Council 25, for Charging Party

DECISION AND RECOMMENDED ORDER
OF ADMINISTRATIVE LAW JUDGE
ON MOTION FOR SUMMARY DISPOSITION

On May 31, 2013, Michigan AFSCME Council 25 and its affiliated Local 25 filed the above charge with the Michigan Employment Relations Commission (the Commission) alleging that Wayne County violated §10(1)(e) of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, by failing or refusing to provide Charging Party with information Charging Party requested on November 9, 2012 to process a grievance on behalf of a member of its bargaining unit. Pursuant to §16(a) of PERA, the charge was assigned to Julia C. Stern, Administrative Law Judge for the Michigan Administrative Hearing System.

On September 13, 2013, Respondent filed a motion for summary disposition. Charging Party filed a response in opposition to the motion on October 2, 2013. On December 6, 2013, I issued an interim order denying the motion for summary disposition. In this order, I asked Respondent to notify me, within three weeks of the date of the order, whether it desired the opportunity to present additional evidence and/or argument. The order stated that if Respondent did not do so, I would issue a Decision and Recommended Order recommending that the Commission find Respondent to have violated its duty to bargain for reasons stated in the interim order. On December 26, 2013, Respondent informed me that it did not want to present additional evidence or argument.

Based on the facts below as alleged in the charge and pleadings and not in dispute, I make the following conclusions of law and recommend that the Commission issue the following order.

The Unfair Labor Practice Charge:

Charging Party represents a bargaining unit of employees of Respondent which includes restaurant inspectors. On November 5, 2012, a member of Charging Party's bargaining unit was suspended for allegedly improperly touching a worker at a food establishment during an inspection. On November 9, 2012, Charging Party requested copies of certain documents in Respondent's investigatory file, including a photo of the alleged victim taken shortly after the incident. Charging Party alleges that Respondent violated its duty to bargain in good faith by refusing to provide Charging Party with a copy of the photo unless Charging Party signed a non-dissemination agreement.

Facts:

The following facts are those asserted in the charge and pleadings and are not in dispute. On November 2, 2012, a restaurant employee contacted a Respondent supervisor to complain that, during a routine inspection, a restaurant inspector had stood behind her, grabbed her neck, and began to squeeze. The complainant forwarded to Respondent a color photograph of herself showing a red mark on her neck. Respondent also obtained written statements from witnesses to the incident and from the complainant herself.

On November 5, the unit employee was suspended with pay. The parties' collective bargaining agreement contains the following language in Articles 11.02 and 11.05:

> All incident and other investigative reports shall be included with the disciplinary papers when served, with copies furnished to the Union.
>
> When the department determines that a disciplinary matter requires an investigation, a hearing shall be formally opened and then suspended [pending the] investigation. The Union will be notified at the time the case is suspended when the discipline hearing shall take place. This notice will allow the Union to do its investigation into the matter before discipline is issued.

On November 5, Charging Party made a written request for certain documents, including, but not limited to, any materials or documents pertaining to the incident on November 2.

A disciplinary hearing with a Charging Party representative present was held on November 9. During this meeting, Respondent showed the Charging Party representative the photo and allowed her to read the witness statements. The Charging Party representative requested copies of the photo and the witness statements. Respondent refused to give her a copy of the photo, citing the privacy interests of the complainant. It gave her the witness statements with the names redacted. Shortly thereafter, however, it provided copies of the original

statements. Respondent also provided all the other documents Charging Party requested on November 5, with the exception of the photo.

On November 16, Respondent sent Charging Party a letter offering to give it copies of the photo, altered to make the facial features of the complainant unidentifiable, on condition that Charging Party sign a non-dissemination agreement which was attached to the letter. There were two redacted photos, which Respondent attached to its answer to the charge. One was a close up of the complainant's neck only, showing a red mark. The other showed the complainant in profile, with her nose and mouth cropped from the picture. Respondent told Charging Party that its representatives could view the original photo again at any time mutually convenient for representatives of both parties.

The non-dissemination agreement that Respondent demanded that Charging Party sign stated that the redacted photos could be used only for the purposes of investigating the November 2 incident. It stated that Charging Party would receive only three copies and could not make additional copies or a computer record of the photos without Respondent's agreement. The agreement allowed Charging Party to disclose the photos to consultants, experts, witnesses, potential witnesses or investigators provided that they were advised of the non-dissemination agreement and agreed to be bound by it. Charging Party was required under the agreement to return all copies of the photos after final disposition of the matter or sign an affidavit stating that they had been destroyed. Finally, the agreement stated that a breach of the agreement might give rise to liability to any person who caused, contributed or participated in the breach.

Charging Party told Respondent that it needed a copy of the photo to investigate the charges against the unit employee and prepare the grievance for arbitration. It refused to sign the non-dissemination agreement, in part because it believed the photo was clearly part of the investigative report and that it was entitled to receive a copy under Article 11.02. [1] The instant charge was filed after Respondent again refused to give Charging Party a copy of the photo without the non-dissemination agreement.

Discussion and Conclusions of Law:

Charging Party asserts that Respondent repudiated Articles 11.02 and 11.05 of the parties' collective bargaining agreement by refusing to provide Charging Party with a copy of the photo, as the photo was clearly a part of the "incident or investigative report" on which Respondent based its decision to suspend the employee. Respondent argues that since the collective bargaining agreement contains a provision for resolution of disputes over the interpretation of the agreement, and Charging Party cannot establish a repudiation of the agreement, an unfair labor practice is not the appropriate forum for resolution of a dispute over whether Respondent was required to provide a copy of the photo under Articles 11.02 and 11.05.

[1] From Charging Party's response to the motion, it appears that Charging Party would not have insisted on a copy of the original, unredacted, photo, had Respondent agreed to provide the redacted photo without the non-dissemination agreement. There is no dispute that Charging Party obtained the name of the complainant and was able to interview and take a statement from her.

The Commission has jurisdiction to interpret collective bargaining agreements when necessary to determine whether an unfair labor practice has been committed. However, as the Supreme Court recently reiterated in *Macomb County v AFSCME Council 25,* 494 Mich 65, 80, (2013), the Commission is not ordinarily the appropriate forum for resolution of a contract interpretation dispute. If the dispute is "covered by" a term of the contract and the contract provides a grievance process that ends in arbitration, the Commission involves itself only when the facts establish that the collective bargaining agreement has been repudiated. *Detroit Regional Convention Authority*, 25 MPER 8 (2011); *Wayne Co,* 19 MPER 61 (2006). Repudiation exists only when both of the following are present: (1) the contract breach is substantial and has a significant impact on the bargaining unit; and (2) no bona fide dispute over interpretation of the contract is involved. *City of Detroit*, 26 MPER 21 (2012); *Gibraltar Sch Dist*, 18 MPER 20 (2005); *Eastern Michigan Univ*, 17 MPER 72 (2004). 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 (Dept of Transp)*, 19 MPER 34 (2006). The Commission will not find a violation of the statutory duty to bargain on the basis of an insubstantial or isolated breach of contract. *Michigan State Univ*, 1997 MERC Lab Op 615, 618.

In this case, the alleged repudiation of the collective bargaining agreement was Respondent's refusal to provide Charging Party with a copy of a photo used in making a disciplinary decision without signing a non-dissemination agreement. There is no indication in the facts that Respondent had adopted a policy of refusing to provide photos made part of investigative files. Rather, Respondent argued that, in the circumstances of this case, it needed to withhold the photo in order to protect the privacy interests of the complainant. Charging Party was provided, in a timely fashion, with copies of the other documents constituting part of the incident report. I find that Respondent's refusal to give Charging Party a copy of the photo was, at most, an insubstantial or isolated breach of contract, and did not amount to a repudiation of the collective bargaining agreement.

However, Charging Party also argues that Respondent had a duty to provide the photo independent of its contractual obligation. In order to satisfy its bargaining obligation under §10(1)(e) of PERA, an employer must supply in a timely manner requested information which will permit the union to engage in collective bargaining and police the administration of the contract. *Wayne Co*, 1997 MERC Lab Op 679; *Ecorse Pub Schs*, 1995 MERC Lab Op 384, 387. Where the information sought relates to discipline or to the wages, hours or working conditions of bargaining unit employees, the information is presumptively relevant and will be ordered disclosed unless the employer rebuts the presumption. *City of Detroit, Department of Transportation*, 1998 MERC Lab Op 205; *Wayne Co*, supra. See also *E.I. Du Pont de Nemours & Co. v. NLRB*, 744 F2d 536, 538 (CA 6, 1984). The standard applied is a liberal discovery-type standard. The employer has a duty to disclose the requested information as long as there exists a reasonable probability that the information will be of use to the union in carrying out its statutory duties. *Wayne Co; SMART* at 357. See also *Pfizer, Inc*., 268 NLRB 916 (1984), enf'd 763 F2d 887 (CA 7, 1985). As the National Labor Relations Board (NLRB) explained in *Pennsylvania Power*, 301 NLRB 1104, 1105 (1991), "the information need not be dispositive of the issue between the parties, but must merely have some bearing on it."

Respondent argues that Charging Party had all the relevant information in its possession in that Respondent provided Charging Party with copies of all the witness statements, including the statement of the complainant herself, and also allowed Charging Party to view the original photo. However, Charging Party does not have the burden of demonstrating that the information it had in its possession was not sufficient. Rather, the question, as set out above, is whether there existed a reasonable probability that the information would be of use to the Charging Party in carrying out its statutory duties. I find that the photo of the complainant in this case was relevant under this test. Clearly, having possession of a copy of the photo would have assisted Charging Party when it interviewed the complainant and the witnesses. At the very least, Charging Party would have been able to confirm that the photo Respondent showed to Charging Party was the same photo sent to Respondent by the complainant. The photo, of course, would also be essential evidence if a grievance filed over the discipline was presented to an arbitrator.

Information that is relevant may nevertheless be withheld if an employer can establish that it has a legitimate and substantial interest in not providing the information which overrides the union's need for the information. *Detroit Edison Co* v *NLRB,* 440 US 301 (1979). Applying this test, the Commission has held that employers have a legitimate and overriding interest in preserving the confidentiality of witness statements gathered and internal reports prepared during internal affairs investigations, at least in police departments. *Kent Co and Kent Co Sheriff,* 1991 MERC Lab Op 374; *City of Battle Creek*, 1998 MERC Lab Op 684. Compare, *Plymouth-Canton Community Schs*, 1998 MERC Lab Op 545, in which the Commission held that the employer did not establish the applicability of the confidentiality exception to letters sent to the employer complaining about the conduct of a disciplined employee, and *Ecorse Pub Schs*, 1995 MERC Lab Op 384, in which the Commission held that an employer did not violate its duty to bargain by refusing to provide information about an internal investigation into employee misconduct before taking any disciplinary action. The Commission's rationale, as explained in *Kent Co*, is that employers would be less candid in their internal reports if they knew the reports had to be disclosed and witnesses might be reluctant to give statements unless they were assured that they would not be disclosed. In the instant case, however, Respondent provided Charging Party with both the name of the complainant witness and her statement, In refusing to give Charging Party a copy of the complainant's photo, it merely asserted that giving the Charging Party even a redacted photo would interfere with the privacy rights of the complainant and potentially subject Respondent to legal liability unless Charging Party agreed to sign a non-dissemination agreement shifting any liability to itself. There is no indication in the facts as set forth in the charge or pleadings that Respondent had any concrete basis for fearing that anyone might misuse the photo or even that the complainant herself objected to its distribution. The facts as presented to me do not demonstrate that Respondent had a legitimate and overriding interest in withholding a copy of the photo from Charging Party or in requiring it to sign a non-dissemination agreement as a condition of receiving it. I conclude, therefore, that Respondent violated its duty to bargain by refusing to provide Charging Party with a copy of the complainant's photo, and I recommend that the Commission issue the following order.

RECOMMENDED ORDER

Respondent Wayne County, its officers and agents, are hereby ordered to:

1. Cease and desist from refusing to provide AFSCME Council 25 and its affiliated Local 25 with information relevant to the performance of its duties as the bargaining agent for employees of Respondent.

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

a. Furnish AFSCME Council 25 and its affiliated Local 25 with a copy of a photo, first requested by the Union on November 7, 2012, used by Respondent in making the decision to discipline a member of the Union's bargaining unit.

b. Post the attached notice to employees in conspicuous places on Respondent's 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
Michigan Administrative Hearing System

Dated: January 10, 2014

NOTICE TO EMPLOYEES

AFTER A PUBLIC HEARING, THE MICHIGAN EMPLOYMENT RELATIONS COMMISSION HAS FOUND **WAYNE COUNTY** TO HAVE COMMITTED AN UNFAIR LABOR PRACTICE IN VIOLATION OF THE MICHIGAN PUBLIC EMPLOYMENT RELATIONS ACT (PERA). PURSUANT TO THE TERMS OF THE COMMISSION'S ORDER,

WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT refuse to provide AFSCME Council 25 and its affiliated Local 25 with information relevant to the performance of its duties as the bargaining agent for employees of Respondent.

WE WILL furnish AFSCME Council 25 and its affiliated Local 25 with a copy of a photo, first requested by the Union on November 7, 2012, used by Respondent in making the decision to discipline a member of the Union's bargaining unit.

As a public employer under the PERA, we are obligated to bargain in good faith with representatives selected by the majority of our employees with respect to rates of pay, wages, hours of employment or other conditions of employment. This obligation includes the duty to provide these representatives, in a timely fashion, with information relevant to its duties to engage in collective bargaining, police the collective bargaining agreement, and represent its members.

WAYNE COUNTY

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. C13 E-90/13-003738-MERC