ALRA Advisor
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ALRA ASSOCIATION of LABOR RELATIONS AGENCIES

60th Annual Conference

Metropolitan NY - NJ July 23-27, 2011

ALRA **Advisor**

The Advisor is published for members of the Association of Labor Relations Agencies (ALRA) and their staff.

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ASSOCIATION of LABOR RELATIONS AGENCIES

ALRA 60 1952-2011

In this issue...

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Send photos as e-mail attachments.

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ALRA — 60th Annual Conference
Metropolitan NY - NJ July 23-27, 2011

Les Heltzer

It's not business as usual...

Welcome to the Metropolitan New York-New Jersey area and to the 2011 ALRA Annual Conference! The theme of this year's Conference, "*It's Not Business as Usual*," could not be more apt and timely. The Conference program, speakers and panelists are exceptional, the venue extraordinary, and with many of our past presidents joining in the celebration of ALRA's 60th Anniversary, the Conference promises to be a special and memorable event.

Looking back on the last 12-months as ALRA president, it has been my very good fortune to have had many rewarding experiences both professionally and personally. None has been more meaningful - and pleasurable - than contacting some of our past presidents from many years ago. Although using different words in describing their years in ALRA, there were common themes. They all spoke so very highly about the knowledge, abilities and commitment of their ALRA colleagues, how much they enjoyed working with them, and how much fun they all had. In short, what they remember best are the people in ALRA. That was no surprise to me. It was what clearly struck me at my first ALRA conference in 1999 and what has continued to attract me to ALRA ever since.

This past year I have had the privilege of working closely with an exceptional group of Officers, Executive Board Members and Committee Co-chairs. Their counsel has been wise, their willingness to help generous, their creativity abundant, their energies endless. We will benefit from their contributions in many ways that will be obvious throughout the Conference and even more so in not so obvious ways over the last 12 months. I, as do all of you, owe them much.

In that vein, on behalf of all ALRA member agencies and delegates, I thank my fellow officers *Sheri King*, *Mary Johnson*, *Bob Hackel*, *Scot Beckenbaugh* and *Ginette Brazeau;* Board Members *Sue Bauman*, *Kevin Flanigan*, *Steve Hoffmeyer*, *Paul Roose*, and *Diane Chartrand;* our Program Committee Co-Chairs *Kevin Flanigan*, *Jacques Lessard*, and *Marlene Gold;* our Professional Development Committee Co-Chairs *Ginette Brazeau*, *Sue Bauman* and *Jackie Zimmerman*, and our Arrangements Committee Co-Chairs *Bob Hackel* and *Rick Curreri,* and the 60th Anniversary Committee Co-Chairs *Liz MacPherson* and *Linda Puchala.* There are, in the finest tradition of ALRA inclusiveness, many others who deserve thanks for their contributions and I will be sure to extend our appreciation to them during the conference.

I look forward to the 2011 Annual Conference, to celebrating the 60th Anniversary of a great organization, and to once again be with good colleagues and good friends!

Les Heltzer

2011 Conference Program

Saturday, July 23, 2011

1:00 - 6:30 PM Registration
5:00—6:00 PM Newcomers' Reception
6:00—8:00 PM Reception

Hyatt Regency Jersey on the Hudson
July 23-27, 2011

Sunday, July 24, 2011

10:00 AM Sunday Registration

11:30 AM **Welcome Brunch**
Welcome Remarks: Lester A. Heltzer, President, ALRA
Guest Speaker: John E. Higgins, Jr., Esq., Professor, Catholic University of America, Columbus School of Law, National Labor Relations Board (Retired)
Introduction—Richard A. Curreri, Esq., Director of Conciliation, NYS Public Employment Relations Board

1:30 AM **Concurrent Roundtables**
1) Board and Commission Members
2) Mediators
3) General Counsel
4) Directors and Administrators

Monday, July 25, 2011—ADVOCATES' DAY—"It's Not Business as Usual"

8:00 AM *Registration / Continental Breakfast*

8:45 AM **Welcome and Opening Remarks**
- Lester A. Heltzer, Esq., Executive Secretary, National Labor Relations Board and President, ALRA
- ALRA Host Agency Representatives (NYS PERB, NYC OCB, NJ PERC)
- Steven Goldsmith, Esq., Deputy Mayor, City of New York

9:15 AM **Plenary: Ten Years After 9/11: Can We Afford To Bargain Public Safety?**
Moderator: Steven Greenhouse, Labor & Workplace Correspondent, The New York Times
- Stephen Cassidy, President, Uniformed Firefighters Association of Greater New York
- James F. Hanley, Commissioner, Office of Labor Relations, City of New York
- Brian J. Kronick, Esq., Genova, Burns & Giantomasi, Labor Counsel to NJ State League of Municipalities
- Richard D. Loccke, Esq., Loccke, Correia, Limsky & Bukosky, Co-Counsel to NJ State AFL-CIO

10:30 AM *Break*

10:45 AM **Plenary: Value Added or Subtracted? How Charter Schools and Teacher Evaluation Square With Student Achievement and Collective Bargaining**
Moderator: Prof. Martin H. Malin, Esq., Director of the Institute for Law and the Workplace, Chicago-Kent College of Law
- Christopher D. Cerf, Esq., Acting Commissioner of Education, State of New Jersey
- Vincent Giordano, Executive Director, New Jersey Education Association
- Kaya Henderson, Acting Chancellor, District of Columbia Public Schools
- Rob Weil, Deputy Director, American Federation of Teachers

Noon *Break*

12:20 PM **Luncheon: Show Me the Money: The Economic Playing Field in Professional Sports Negotiations**
Guest Speaker: L. Robert Batterman, Esq., Proskauer Rose LLP, Labor Counsel to the NFL, NHL and MLS

Concurrent Sessions

2:00 PM **1. Education - Teacher Evaluation Models and New York's New Ed Law §3012**

- Allison Armour-Garb, Esq., Executive Director, Office of Teaching Initiatives, New York State Education Department
- Scot Beckenbaugh, Deputy Director, Federal Mediation & Conciliation Service
- Pauline Kinsella, Esq., Executive Director, New York State United Teachers
- Dan McCray, Esq., Deputy Director, Scheinman Institute on Conflict Resolution, Cornell University School of Industrial & Labor Relations
- Jay Worona, Esq., General Counsel and Director of Legal & Policy Services, New York State School Boards Association.

2:00 PM **2. Interest Arbitration in Tight Times and New Jersey's Recent Statutory Response**

- James M. Mets, Esq., Mets, Schiro & McGovern, LLP, Woodbridge, NJ
- Jeffrey M. Selchick, Esq., Mediator & Arbitrator, Albany, NY
- Lorraine H. Tesauro, Director of Conciliation and Arbitration, NJ Public Employment Relations Commission
- Arthur R. Thibault, Esq., Apruzzese, McDermott, Mastro & Murphy, PC, Liberty Corner, NJ

2:00 PM **3. Ethical Issues in Arbitration**

- Robert L. Douglas, Esq., Mediator & Arbitrator, Woodmere, NY
- Joel M. Weisblatt, Esq., Mediator & Arbitrator, Skillman, NJ

3:15 PM *Break*

3:30 PM **Plenary: Grounded or Cleared for Takeoff? Labor Relations Implications for the Continental-United Merger**

Moderator: Patricia Sims, Senior Mediator, National Mediation Board

- Art Luby, Assistant Director of Representation, Airline Pilots Association
- Jay Milone, Esq., Managing Director, Labor Strategy, United Airlines
- Jeffery Wall, Senior Director, Labor Relations, United Airlines
- TBD, International Brotherhood of Teamsters

6:00 PM Evening Reception— The New York Academy of Sciences

7 World Trade Center, 250 Greenwich Street, 40th floor
New York, NY (212) 298-8600 nyas@nyas.org

Tuesday, July 26, 2011

8:15 AM *Coffee & Tea*

8:30 AM **Fireside Chat: The Changing Landscape in Wisconsin**

Moderator: Richard A. Curreri, Esq., Director of Conciliation, NYS Public Employment Relations Board

- Susan Bauman, Esq., former Commissioner, Wisconsin Employment Relations Commission (WERC)
- Peter Davis, Esq., General Counsel, WERC
- Daniel Nielsen, Esq., Staff Attorney, WERC

10:00 AM *Break*

Concurrent Workshops

10:15 AM 1. Writing Decisions that Withstand Judicial Review
Peter Davis, Esq., General Counsel, WERC

10:15 AM 2. Mediating in a Shifting Statuory Landscape
Daniel Nielsen, Esq., Staff Attorney, WERC

Hyatt Regency Jersey on the Hudson—Manhattan Ballroom

Federal—Canada

CANADA INDUSTRIAL RELATIONS BOARD (CIRB)

Beaulieu (Alain), 2011 CIRB 570

Impartiality of Board Members – Past Employment with one of the Parties

The CIRB was seized with an application for reconsideration of a decision regarding the union's duty of fair representation. The decision under review disposed of some 250 complaints alleging that the International Association of Machinists and Aerospace Workers (IAMAW) had breached its duty of fair representation by concluding a Memorandum of Agreement with Air Canada (the employer). This agreement addressed the transition of employment of certain Air Canada employees to Aveos Fleet Performance Inc. (Aveos). The transition resulted from the sale of Air Canada Technical Services to Aveos. The Board dismissed all of the complaints and found no evidence that the union acted in a manner that was arbitrary, discriminatory or in bad faith.

The applicant was one of the complainants and was unsatisfied with the Board's initial decision. In his application for reconsideration, he raised different allegations including an allegation that there was a perceived conflict of interest on the part of two members of the first panel. More specifically, the applicant alleged that two of the decision-makers held past positions with either the IAMAW or the employer.

In its reconsideration decision, the Board held that allegations of this nature are serious and cannot be taken lightly, as they call into question not only the personal integrity of the individuals, but also the integrity of the Board. The decision explained that the *Canada Labour Code* expressly provides that tripartite Board panels will have an employer and an employee representative. These representative members are appointed precisely because of their past experience and expertise in labour relations. Nevertheless, to avoid any apprehension of bias, representative members are normally not appointed to hear any case involving a former employer for a period of at least two years from the date on which they join the Board. The Board also explained that representative members are not appointed to any matter in which they have had a direct interest at any time in the past.

In this case, the Board concluded that the length of time that had passed since either of the two members worked for the IAMAW (more than ten years for the first member) or Air Canada (more than five years for the other member) was sufficient to overcome any concern regarding a possible apprehension of bias. The Board also concluded that the applicant did not provide any specific example of a fact or circumstance casting doubt on the objectivity of the two members in question.

The application for reconsideration was dismissed.

Bell Mobility Inc., 2011 CIRB 579

Unfair LabouZ Practice Complaint–Membership Evidence–$5.00 Fee–Certification Drive

In this case, an unfair labour practice complaint was filed by Bell Mobility (the employer) against the Communications, Energy and Paperworkers Union of Canada (CEP). The employer alleged that at least ten employees signed membership cards without paying the required $5.00 membership fee to the CEP.

The Board concluded that, even assuming the employer's allegations to be true, the facts as alleged did not constitute an unfair labour practice. The panel was of the view that the dispute had more to do with alleged irregularities in membership evidence, as opposed to a situation involving intimidation or coercion. There was no specific allegation that an employee might have been misled during the organizing campaign. The Board nonetheless ensured that an Industrial Relations Officer considered those concerns when conducting the required confidential investigation into membership evidence in a related certification application.

In its decision, the Board explained that unlike in several Canadian provinces, the *Canada Labour Code* does not require a mandatory vote for all certifications. Provided there is majority support, the Board will usually certify a bargaining agent based on membership evidence alone. The Board nevertheless retains the discretion to hold a vote in situations where it deems it necessary. This demonstrates the importance for the Board and its personnel of ensuring the veracity of card-based membership evidence. In situations where membership evidence is greater than 35%, but less than 50% in the appropriate bargaining unit, the Board must hold a vote.

The complaint was dismissed. However, the Board indicated it would consider the parties' submissions in this file when deciding the CEP's certification application.

Regulatory Review

Clear, Modern and Practical Regulations

The CIRB is currently engaged in a substantive review of the *Canada Industrial Relations Board Regulations, 2001,* in order to make them more clear, modern and practical.

With over a decade of experience and practice with the current set of regulations, the labour relations community has had an opportunity to observe what procedures work well and what could be improved upon.

As part of the regulatory review process, the Board will involve the labour relations community with a view to hearing from as many stakeholders as possible. Formal consultations have been held across the country and with different groups to

obtain comments on various options and considerations. The Board expects to communicate the results of those consultations later in the Fall and to proceed with the drafting of new regulations by the end of the year.

The 2011 Industrial Relations Conference

The Federal Mediation and Conciliation Service and the Canada Industrial Relations Board co-hosted the 2011 Industrial Relations Conference, which was held on June 16 and 17, 2011, at the Fairmont Château Laurier in Ottawa, Ontario. The theme of the conference was "Building *and Maintaining Healthy Workplace Relations*."

Participants discussed various topics, including strategies for managing mental health in the workplace, the impact of demographics on the workplace, best practices in collective bargaining and the latest research with respect to grievance arbitration.

Changes Made to the Publication of CIRB decisions

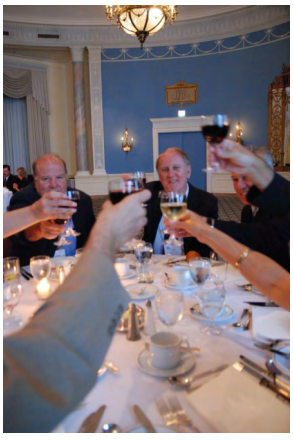
It will now be easier for clients to access and research Board decisions. The CIRB entered into an agreement with Lexum Inc., a legal technologies firm, for the provision of online services which will ensure easier access, management and distribution of decisions issued by the Board.

Decisions will continue to be published in a dedicated section of the Board's Website but the database will be hosted by Lexum Inc. and provide advanced search and navigation functions. Users will be able to find a decision by launching a full-text search or by using a tool to search by the official citation, file number or author of a decision. These new services will be integrated seamlessly for users.

2011 Conference Program *(continued from page 3)*

Wednesday, July 27, 2011

8:45 AM	*Coffee & Tea*
	Concurrent Workshops
9:00 AM	**1. Facilitating Settlements in the Adjudicative Context** • Michael Franczak, Mediator, Federal Mediation and Conciliation Service, US • Michael Fleming, Associate Chair, British Columbia Labour Relations Board
9:00 AM	**2. Mediation and all that Jazz** • Howard Bellman, Esq. Mediator and Arbitrator, Distinguished Adjunct Professor in Dispute Resolution, Marquette University Center for Dispute Resolution Education, Madison, WI
10:30	*Break*
10:45 AM	**Ethics and Values in Public Service** • Lester A. Heltzer, Esq. Executive Secretary, National Labor Relations Board • Gilles Grenier, Director, Dispute Resolution Services, Canada Public Service Labour Relations Board
Noon	*Luncheon*
1:30 PM	**Managing Labor Relations Disputes in the Context of Social Media** • Jennifer Webster, Regional Director, Ontario Region, FMCS—Canada • Scot Beckenbaugh, Deputy Director, FMCS-US
3:00 PM	*Break*
3:15 PM	ALRA Annual Business Meeting
4:00 PM	ALRA Executive Board Meeting
6:00 PM	Closing Reception
7:00 PM	Closing Banquet



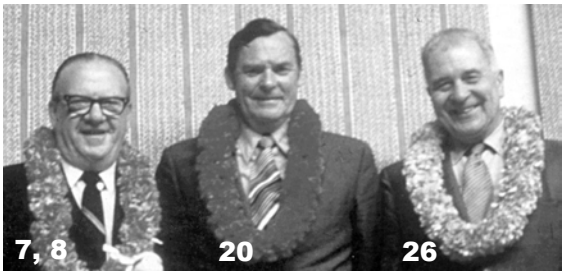
ALRA Presidents—1952 to present

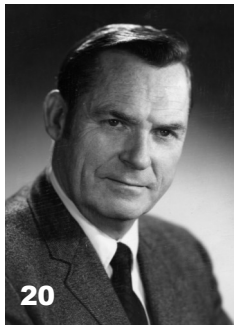
No.	Year	Conference Location	President Elected	Organization
01	1952	Detroit, MI	George Bowles	Michigan Labor Mediation Board
02	1953	Rutgers, NJ	George Bowles	Michigan Labor Mediation Board
03	1954	Madison, WI	George Bowles	Michigan Labor Mediation Board
04	1955	Ithaca, NY	Dr. Mason Gross	NJ State Board of Mediation
05	1956	Denver, CO	Dr. Mason Gross	NJ State Board of Mediation
06	1957	Monticello, IL	Glenn A. Bowers	California State Conciliation Service
07	1958	Monterey, CA	Morris Slavney	Wisconsin Employment Relations Comm.
08	1959	San Juan, P.R.	Morris Slavney	Wisconsin Employment Relations Comm.
09	1960	Old Saybrook, CN	Mabel Leslie	New York State Board of Mediation
10	1961	New York City, NY	Allan Weisenfeld	NJ State Board of Mediation
11	1962	Quebec City, Quebec	Robert L. Stutz	Conn. Board of Med. and Arbitration
12	1963	Hollywood, FL	Thomas Nicolopulos	California State Conciliation Service
13	1964	Minneapolis, MN	Arvid Anderson	Wisconsin Employment Relations Comm.
14	1965	Toledo, OH	Charles T. Douds	Penn. Bureau of Mediation
15	1966	Mackinac Island, MI	Howard T. Ludlow	New Jersey Board of Mediation
16	1967	San Francisco, CA	Arlis R. Fant	Alabama State Dept. of Labor
17	1968	Puerto Rico/Virgin Isls.	Leo W. Walsh	Michigan Labor Mediation Board
18	1969	Banff, Alberta	Paul R. Tinning	Oregon State Conciliation Service
19	1970	Hot Springs, AR	James E. Rush	Pennsylvania State Bureau of Med.
20	1971	Fresno, CA (joint w/NASLRA)	Robert D. Helsby	New York PERB
21	1972	Saratoga Springs, NY	Ralph Duncan	California State Conciliation Service
22	1973	Santa Fe, NM	George Meisler	New Jersey State Bd. of Mediation
23	1974	Des Moines, IA	Zel Rice II	Wisconsin Employment Relations Comm.
24	1975	Halifax, N.S.	Philip M. Curran	FMCS-US, Pennsylvania
25	1976	Ottawa, Ontario	William McCallum	Nova Scotia Dept. of Labour
26	1977	Hollywood, FL	Robert G. Howlett	Federal Service Impasse Panel
27	1978	Boston, MA	Parker A. Denaco	Maine Labor Relations Board
28	1979	Madison, WI	Jeffrey B. Tener	New Jersey PERC
29	1980	Vancouver, B.C.	Herman Torosian	Wisconsin Employment Relations Comm.
30	1981	Great Gorge, NJ	Peter Obermeyer	Minn. Bureau of Mediation Services
31	1982	San Francisco, CA	John F. Tesauro	New Jersey State Mediation Board
32	1983	Moncton, N.B.	Msgr. James A. Healey	New York State Mediation Board
33	1984	Kalispell, MT	Harold R. Newman	New York State PERB
34	1985	Portland, ME	Janet E. Caraway	California PERB
35	1986	St. Paul, MN	James W. Mastriani	New Jersey PERC
36	1987	Albany, NY	Marvin L. Schurke	Washington State PERC
37	1988	Seattle, WA	Robert R. Jensen	Montana Board of Personnel Appeals
38	1989	Toronto, Ont.	Diane Zaar-Cochran	Mass. Board of Arb. and Conciliation
39	1990	Cincinnati, OH	Ian Deans	Public Service Staff Relations Board, Can.
40	1991	Burlington, VT	R. Douglas Collins	Los Angeles City ERB
41	1992	Milwaukee, WI	John C. Truesdale	National Labor Relations Board
42	1993	Portland, OR	Sol Sperka	Michigan Employment Relations Commission
43	1994	Boston, MA	Robert M. Glasson	New Jersey PERC
44	1995	Chicago, IL	John Cochran	Mass. Labor Relations Commission
45	1996	Ottawa, Ont.	Jacalyn Zimmerman	Illinois State Labor Relations Board
46	1997	Washington, D.C.	Rick Curreri	NY State Public Employees Relations Board
47	1998	St. Louis, MO	Pamela Talkin	Congressional Office of Compliance
48	1999	Phoenix, AZ	John E. Higgins	National Labor Relations Board
49	2000	Philadelphia, PA	Steven Meck	Florida PERC
50	2001	Montreal, Que.	Julie Hughes	Illinois Educational Labor Relations Bd.
51	2002	San Diego, CA	Robert Anderson	New Jersey PERC
52	2003	Detroit, MI	Dan Nielsen	Wisconsin Employment Relations Comm.
53	2004	Halifax, N.S.	Reg Pearson	Ontario Ministry of Labour
54	2005	Seattle, WA	Jaye Bailey	Conn. State Board of Labor Relations

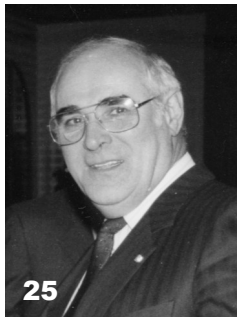
(Continued on page 18)

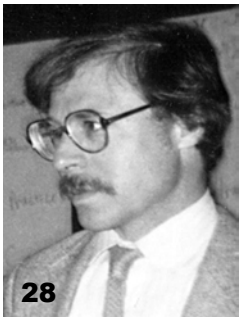
ALRA Presidents—1952 to present

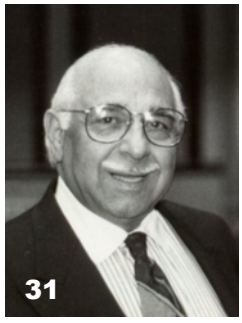
(More photos on page 18)

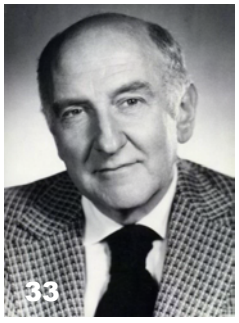


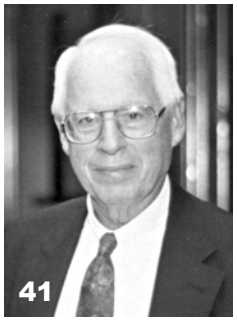


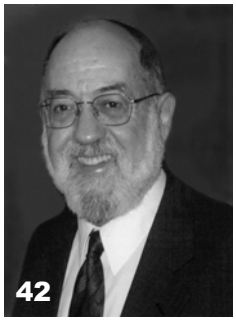


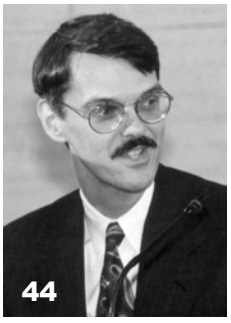


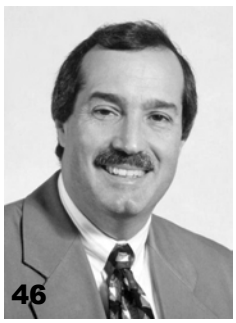


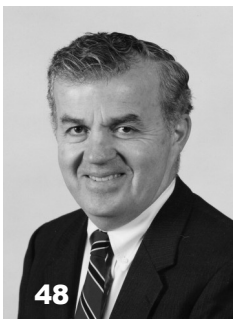


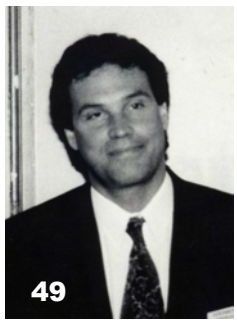












Federal—United States

NATIONAL LABOR RELATIONS BOARD (NLRB)

—Les Heltzer

Historically, the NLRB rarely has engaged in "notice and comment" administrative rulemaking. Recently, and for the first time since 1987 involving appropriate units in the health care industry, the Board has initiated rulemaking and has done so in two areas.

This article is intended only as a brief summary of the proposed rules. For a fuller understanding of the intent, purposes, and contents of the proposed rules, the Notice of Proposed Rulemaking (NPRM) should be read in their entirety. The citations to the Federal Register where the Notices are published can be found below.

Proposed Rules Requiring Employers to Post Notices of Employee Rights

On December 22, 2010, the NPRM concerning the posting of notices of employee rights (Chairman Wilma B. Liebman, and Members Craig Becker and Mark Gaston Pearce; Member Brian E. Hayes, dissenting) was published in the Federal Register (75 FR 80410-80420).

A similar rule was originally proposed in a 1993 petition by Charles Morris, Professor Emeritus of Law, Southern Methodist University. The proposed rule**s** would require employers, including labor organizations in their capacity as employers, to post notices informing their employees of their rights under the NLRA. The proposed rules reflect the Board's belief that many employees protected by the NLRA are unaware of their rights under the statute and that requiring posting of the notices would better enable employees to exercise their rights and would promote statutory compliance by employers and unions.

The proposed rule establishes the size, form, and content of the posted notice. It would provide sanctions that may be imposed for an employer's noncompliance with the rule, including the finding of an 8(a)(1) violation under the NLRA. It also sets out options, either instead in addition to or instead of the finding of a violation, that may induce compliance such as tolling the 6-month statute of limitations period for employees unaware of their rights and permitting consideration of a knowing failure to post the notice as evidence of an employer's unlawful motive in unfair labor practice cases where motive is an element of a violation.

Member Hayes would have denied the petition for rulemaking, concluding that the Board lacks the authority to promulgate or enforce the proposed rule. He noted that the NLRA has no express language requiring the posting of notices of individual rights, unlike the other federal statutes to which the majority referred, and was of the view that under the NLRA the Board is without authority to require the posting of notices in the absence of an unfair labor practice charge filed by an outside party.

The public comment period has closed and over 7,000 comments were received. The proposed rule is under consideration by the Board.

Proposed Rules on Representation Case Procedures

On June 22, 2011, the NPRM concerning secret-ballot election procedures, (Chairman Liebman and Members Becker and Pearce; Member Hayes dissenting), was published in the Federal Register (76 FR 36812-36847).

The proposed amendments are intended to reduce unnecessary litigation, streamline pre- and post-election procedures, and facilitate the use of electronic communications and document filing. As part of the rulemaking process, the Board conducted an open public meeting on July 18 and 19, 2011 at which representatives of management, representatives of labor, and academics were afforded the opportunity to speak on the proposed rules or to suggest other ways to improve the Board's representation case process. Additionally, public comments on the NPRM may be submitted to the Board on or before August 22, 2011.

If finally adopted, the proposed amendments would:

- § Allow for electronic filing of election petitions and other documents.
- § Ensure that employees, employers and unions receive and exchange timely information they need to understand and participate in the representation case process.
- § Standardize timeframes for parties to resolve or litigate issues before and after elections.
- § Require parties to identify issues and describe evidence soon after an election petition is filed to facilitate resolution and eliminate unnecessary litigation.
- § Defer litigation of most voter eligibility issues until after the election.
- § Require employers to provide a final voter list in electronic form soon after the scheduling of an election, including voters' telephone numbers and email addresses when available.
- § Consolidate all election-related appeals to the Board into a single post-election appeals process and thereby eliminate delay in holding elections currently attributable to the possibility of pre-election appeals.

§ Make Board review of post-election decisions discretionary rather than mandatory.

Member Hayes, dissenting from the issuance of the NPRM, stated it was appropriate for the Board to solicit the views of those likely to be affected before issuing the proposed rules and that, given the extensive nature of the proposed rules, the time allowed for public comment was too limited. He expressed his concerns that the majority had not identified any particular problems in cases where the current processes had failed and what he considered the majority's intent "to provide a more expeditious pre-election process and a more limited postelection process that tilts heavily against employers' rights to engage in legitimate free speech . ..

Litigation Regarding States' Constitutional Amendments

After authorization by a majority of the NLRB, on January 14, 2011, the Board's Acting General Counsel advised the Attorneys General of the States of Arizona, South Carolina, South Dakota, and Utah that recently-approved state constitutional amendments governing the method by which employees choose union representation conflict with federal labor law, and therefore are preempted by the Supremacy Clause of the U.S. Constitution and the NLRA.

The Attorneys General from the four states responded jointly on January 27, 2011, indicating that they believed the amendments support current federal law that guarantees a secret ballot election if the voluntary recognition option is not chosen. Based on their response, the Acting General Counsel offered to discuss possible resolution of the issues without litigation. When talks were unsuccessful, on April 22, 2011, the Acting General Counsel informed the Attorneys General that the Board would initiate lawsuits. On May 6, 2011, the NLRB filed a complaint in federal district court against the state of Arizona.

The state constitutional amendment, passed by Arizona voters on November 2, 2010, limits the means by which employees can choose union representation to one option – a secret ballot election. It states: "The right to vote by secret ballot for employee representation is fundamental and shall be guaranteed where local, state, or federal law permits or requires elections, designations or authorizations for employee representation." It is the Board's view that this Amendment (as well as those of the other states) prohibit an employer from voluntarily recognizing a union after showing majority support by signed authorization cards or other means.

On May 31, 2011, Arizona filed a motion to dismiss for lack of jurisdiction based on, among other things, alleged lack of standing and ripeness. The NLRB filed its opposition to that motion on July 15, 2011.

Supreme Court Decision in F.C.C. v. AT&T

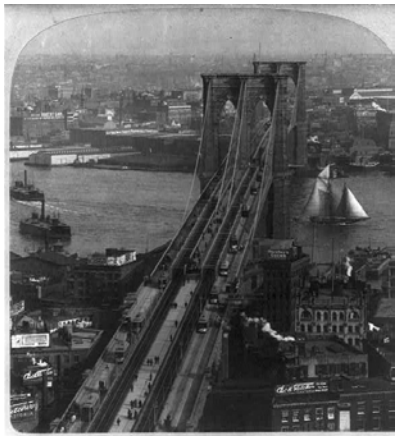
This is a "good news" follow up to the previous ALRA Advisor article about this case.

On March 1, 2011, the Supreme Court (131 S. Ct. 1177) reversed the Third Circuit Court of Appeals and held that a corporation is **not** entitled to "personal privacy" protection under Freedom of Information Act Exemption 7 (C), 5 U.S.C. 552(b)(7)(C).

In brief, the Supreme Court stated *(a bit tongue in cheek)* that: "We reject the argument that because 'person' is defined for purposes of FOIA to include a corporation, the phrase 'personal privacy' in Exemption 7(C) reaches corporations as well. The protection in FOIA against disclosure of law enforcement information on the ground that it would constitute an unwarranted invasion of personal privacy does not extend to corporations.

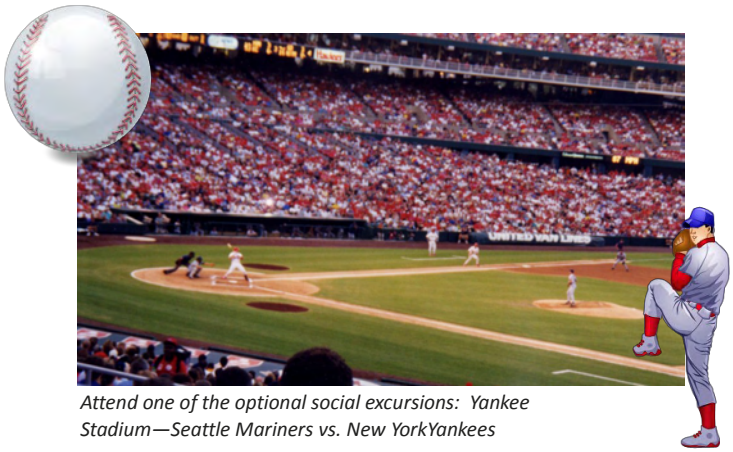
We trust that AT&T will not take it personally." 131 S.Ct. at 1185.

—by Abby Propis Simms



The Brooklyn Bridge cost $16,000,000. c.1902.

Discover Metro NY - NJ



Attend one of the optional social excursions: Yankee Stadium—Seattle Mariners vs. New YorkYankees

MICHIGAN

MERC Corner

(Michigan Employment Relations Commission MERC)

—by Ruthanne Okun, Bureau Director

Commission Revokes 1978 Act 312 Election Bar Policy

At its November 8, 2010 meeting, the Michigan Employment Relations Commission considered the case of *City of Detroit – and – Police Officers Association of Michigan – and – Detroit Emergency Medical Services Association*, Case No. R10 F-065, ("the *Demsa* case"). By its decision in the *DEMSA* case, the Commission revoked its Act 312 election bar policy, adopted in 1978, which barred the processing of an election petition after the filing of a request for Act 312 arbitration.

In the *Demsa* case, the Police Officers Association of Michigan (POAM) had been certified as the exclusive bargaining representative of the bargaining unit on June 1, 2009, but had not yet reached a collective bargaining agreement with the employer. The unit consisted of about 180 non-supervisory emergency medical service personnel employed by the City of Detroit. Under the express terms of the Public Employment Relations Act (PERA), a newly certified union is protected against rival union petitions for one year following the initial certification. In this case, during the year after certification, no across the table bargaining had taken place and no bargaining proposals had been exchanged; nor had any mediation occurred. Yet, on June 11, 2010, POAM filed with the Commission a Petition for Act 312 interest arbitration. Some two weeks later, on June 28, 2010, the Detroit Emergency Medical Services Association (DEMSA) filed a Petition for Representation proceedings, seeking to be recognized as an independent labor organization and to replace the incumbent POAM union. POAM sought dismissal of the representation petition based on the Act 312 election bar policy.

POAM asserted that the filing of a timely and proper Act 312 petition should, under most circumstances, bar the filing or processing of an otherwise valid petition for representation proceedings. Noting that a fifteen day period was present in this case between the expiration of the initial certification year and the date that the Act 312 arbitration petition was filed, POAM asserted that such a time period was a sufficient window to file a representation petition.

DEMSA, on the other hand, argued that employees' right to freely select a bargaining representative is PERA's primary value and that it supersedes any interests of an incumbent union. DEMSA further asserted that the Commission's adoption of such a blanket bar to an election was improper and exceeded the parameters set forth by the legislature, which had already enacted several specific periods during which such election petitions were barred, e.g. the three year contract bar and one year certification bar periods. Finally, DEMSA argued that the Act 312 policy should not be applied in this case where the POAM had not bargained with the employer prior to the filing of its Act 312 petition. Hence, DEMSA asserted that the petition for arbitration was defective as it was not in compliance with Act 312 rules which require that the petition include "a copy of the last offer made by each party to settle the agreement."

In reaching its decision to revoke the Act 312 election bar policy, the Commission noted that the policy was adopted by resolution in 1978. It was in addition to the "election year bar" which was part of the original statute from 1965 and the "contact bar" that was added by amendment to the statute in 1976. Yet, the Act 312 election bar policy was not included in the Act 312 rules when they were adopted by the Commission pursuant to the APA in 1995 or in the administrative rules that were similarly adopted in accordance with the APA in 2002. Moreover, the policy was adopted without explanation.

The Commission recognized that the starting premise on any representation case decision is reaffirmation of PERA's fundamental function to recognize and codify the right of public employees to collectively designate an exclusive agent for collective bargaining and to compel an employer to deal through that agent. In creating (without explanation) the Act 312 election bar, the Commission "impermissibly elevated the administrative interest in labor relations stability and the interests of a potentially unwanted incumbent union, over the statutory right of employees to freely designate their own exclusive representative."

MERC noted in its decision that this case squarely presents the issue of whether the Act 312 election bar policy must yield to its requirement that an employer maintain strict neutrality when the continuing majority status of an incumbent union is at issue. Finding that these twin obligations are irreconcilable, the Commission concluded that "the Act 312 election bar must yield to the duty of an employer to maintain neutrality where the incumbent's majority status is legitimately in dispute."

The Commission held:

> For all of the above reasons, having thoroughly re-examined the matter, and finding that the 1978 policy deters rather than advances the interests protected by PERA as well as those protected by Act 312, we hereby revoke the 1978 resolution establishing a categorical bar to the processing of election petitions during the pendency of Act 312 arbitration proceedings.

The Commission stated that even if it were not setting aside the 312 bar policy, it would not apply it to bar an election in these circumstances. "Even if we allowed this policy to stand, we would not find that an undisclosed two week window period for the filing of an election petition was a reasonable opportunity for employees to exercise their Section 9 rights."

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The Commission further held, as a reason for not applying the Act 312 election bar to these facts, that "[r]ules or practices rewarding race-to-the-courthouse conduct should not be encouraged by the Commission, where a statutory goal is the promotion of voluntary good faith resolution of disputes by the parties, rather than gamesmanship designed to secure tactical advantage."

The Commission concluded:

> The paramount function of a representation election is to provide an opportunity for employees to select, or reject, a union to serve as their exclusive representative. Depriving employees of the right to pursue an election for the purpose of freely selecting their own representative must be seen as an extraordinary, and therefore rare, outcome. Here, an election must be ordered, as the petition raises a question concerning representation regarding an undisputedly appropriate bargaining unit.

MERC, therefore, directed an election in the bargaining unit and further ordered that all proceedings related to the previously filed petition for Act 312 arbitration be held in abeyance pending resolution of the question concerning representation.

Significantly, the Commission found that the revocation of the policy does not preclude the Commission or its agents from acting administratively on a case by case basis to block an election for various reasons, including that the parties have negotiated a tentative agreement for a contract and that TA has not been submitted for ratification. Finally, the Commission suggested that "[c]orollary situations could arise where Act 312 proceedings were so close to conclusion to be the equivalent of a tentative agreement, and it may be appropriate to give brief additional time to conclude those proceedings without the disruption inherent in a representation proceeding."

Significant MERC Decisions Issued January through April 2011

Case summaries prepared by D. Lynn Morison, Sidney McBride, Joshua Leadford, and Iryna Sazonova

Unfair Labor Practice Found - Unilateral Change in Working Conditions During Pendency of Fact Finding; Employer Violated Duty to Bargain by Unilaterally Imposing a Reduction in Workweek; Unilateral Reduction in Workweek not within the Managerial Prerogative; No Bona Fide Dispute over Interpretation of Expired Contract given the Clear Definition of Layoff and Workweek; Employer Admitted All Material Facts Supporting the ALJ's Recommended Decision; Evidentiary Hearing not Warranted as no Dispute of Material Fact Existed. Employer Waived its Right to Oral Argument by Failing to Affirmatively Request it; Charge of ALJ Bias Without Merit. Further Exceptions not Considered as the Issues were not Raised before ALJ.

Wayne County -and- Michigan AFSCME Council 25, AFL-CIO

Case No. C10 A-024, issued March 29, 2011

The Commission affirmed the ALJ's Decision and Recommended Order on Summary Disposition finding that the Employer violated PERA when it unilaterally reduced the workweek of certain employees while fact-finding proceedings were pending.

The parties' most recent collective bargaining agreement expired without the parties entering into a successor agreement. After bargaining for some time, the Union filed for fact finding in September 2009. On January 22, 2010, while fact finding was still pending, the Employer notified certain bargaining unit members that some of them would be laid off every Friday while others would be laid off every other Friday. The layoffs were to begin the week after notices were sent to the employees.

The Commission rejected the Employer's claim that the ALJ committed reversible error by failing to conduct oral argument before issuing his recommended decision. The Commission found that the Employer waived its right to oral argument when it failed to specifically request oral argument in its response to the order to show cause.

The Commission disagreed with the Employer's claim that the ALJ improperly shifted the burden in this case by requiring it to respond to the order to show cause with a valid defense to the charge. The Commission found that the ALJ's issuance of the show cause order indicated that the ALJ determined that the Union asserted facts establishing a prima facie case. By issuing the show cause order, the ALJ provided the Employer with the opportunity to dispute the material facts alleged in the charge and to assert a legal defense. The Commission agreed with the ALJ that the Employer failed to assert that material facts were disputed and failed to plead an adequate legal defense. Accordingly, the Commission agreed with the ALJ that an evidentiary hearing was not warranted because there were no material issues of fact.

The Commission also agreed with the ALJ that the Employer's unilateral reduction of the workweek constituted an unlawful change in working conditions. The Commission found that while managerial prerogative includes the right to determine the size of its workforce, it does not include the right to unilaterally reduce the length of workweek. The Commission found that a reduction in the workweek is a mandatory subject

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of bargaining and, therefore, the Employer could not take unilateral action during fact finding.

The Commission also agreed with the ALJ that no contract interpretation issue existed given the clear definitions of layoff and workweek in the parties' expired contract. The contract provisions defined layoff as a separation from employment and workweek and five eight-hour days; in this case there was no separation from employment.

Finally, the Commission found that the issues addressed in two of the Employer's exceptions were not raised before the ALJ. Because the issues were not raised before the ALJ, it was not appropriate for the Commission to entertain the Employer's arguments on those matters.

Unfair Labor Practice Found – Employer's Unlawful Repudiation of Agreement to Provide COLA Increase; No Bona Fide Dispute Regarding Contract Interpretation; Parties Positions in Negotiations not so Solidified as to be at Impasse; ALJ's Refusal to Consolidate with Employer's Charge Against Union not Improper; Filing of Act 312 Petition does not Limit MERC's Authority to Adjudicate Pre-Impasse Unilateral Changes in Working Conditions. Prior Decisions Suggesting to the Contrary are Overruled.

Kalamazoo County -and- Kalamazoo County Sheriff's Deputies' Association

Case No. C08 A-018, issued March 11, 2011

The Commission affirmed the ALJ's decision and recommended order finding that the Employer repudiated an agreement to pay periodic cost of living adjustments (COLA) and made an unlawful unilateral change in conditions of employment before impasse.

The parties have entered into agreements containing provisions for COLA for the previous three decades. The most recent contract expired December 2007; it too contained a provision for quarterly COLA increases. Since 1988, the contracts also contained addenda which expressly mandated an obligation to continue COLA after contract expiration to ensure members would receive increases during negotiations for a successor agreement.

The Employer did not issue COLA payments in April and July 2007 at the times due under the contract. After the Union's grievance of the Employer's failure to pay was arbitrated, the Employer was ordered to make the payments in accordance with the parties' contract. Additionally, after the contract expired, the Employer did not pay COLA increases in January 2008.

The parties began negotiating a successor agreement in October 2007. The Union proposed to freeze COLA for three years and replace it with a four percent per year increase. The Employer proposed to eliminate COLA all together. The Union filed for Act 312 binding arbitration around December 2007; however, the record was unclear on whether the Employer announced its decision to forgo COLA before or after the Act 312 petition was filed.

The Commission determined that the contract's language regarding COLA increases was unambiguous and no bona fide dispute over its interpretation existed. Because of this, the Commission found the Employer repudiated the parties' agreement by failing to grant COLA. The Commission rejected the Employer's argument that the parties were at impasse as the Commission did not find that the parties' positions had so solidified that they had reached a point where neither party was willing to compromise. Thus, the Employer's failure to abide by the terms of the expired contract was a violation of its duty to bargain under §10(1)(e).

Relying on *City of Flint*, 1993 MERC Lab Op 181, the Employer argued that the filing of an Act 312 petition indicated the parties were at impasse. The Commission rejected that argument and noted that Act 312 petitions are frequently filed before the parties are at impasse and cases often settle after an Act 312 petition has been filed.

The Employer also relied on *City of Flint* as support for its argument that the Commission has no jurisdiction over a violation of the duty to bargain occurring after an Act 312 petition has been filed. The Commission explained that Act 312 is a supplement to PERA. Both Act 312 and PERA restrict parties from making unilateral changes of mandatory subjects of bargaining in expired contracts. Under PERA, the restriction on making such changes is limited to the period before the parties reach impasse. Act 312, on the other hand, prohibits unilateral changes made after an Act 312 petition has been filed whether or not the parties are at impasse. Thus, in some instances, unilateral changes of mandatory subjects of bargaining could violate both PERA and Act 312.

In cases where an Act 312 petition has been filed, yet the parties are not at impasse, the Commission retains jurisdiction to adjudicate the unfair labor practice charge. It is after impasse that Act 312 stands alone to prohibit unilateral changes during the arbitration process, and MERC lacks jurisdiction to adjudicate such a violation. Thus, the Commission concluded that whether the announcement of the Employer's intention to eliminate COLA occurred before or after the Act 312 petition was filed was irrelevant.

The Commission held that when there has been no bona fide impasse, a change that violates §10 of PERA may be remedied under §16, notwithstanding the pendency of an Act 312 proceeding. Finally, the Commission concluded that "[t]o the extent that prior decisions suggest otherwise, they are hereby overruled."

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Unfair Labor Practice Found: Respondent Repudiated its Contractual Obligation by Failing to Make Annual Service Adjustment (ASA) Payments to Charging Party's Bargaining Units as Outlined in the Clear and Explicit Language of the Parties' Memoranda of Agreement; Commission Lacks Authority to Cancel a Party's Obligation Under an Agreement Merely Because It Becomes Onerous. Successor Contract Language Bars ASA Payments to Charging Party's Supervisory Unit during Contract Term.

County of Wayne -and- American Federation of State, County and Municipal Employees, Council 25 Case No. C09 F-89. Issued February 11, 2011

The Commission affirmed the ALJ's decision and recommended order on summary disposition finding that the Employer repudiated its contractual obligation by failing to make annual service adjustment payments (ASAs) to Charging Party's members as provided under the terms of two memoranda of agreement (MOAs).

Charging Party represents two categories of bargaining unit members who work in supervisory and non-supervisory positions. During the course of negotiations on separate collective bargaining agreements covering the 2004-2008 period, the parties entered into separate MOAs providing for the payment of a two percent ASA commencing June 1, 2009 and continuing annually. The executed MOAs contained no expiration date, and were later incorporated into the respective 2004-2008 retroactive contracts.

In January 2009, the parties began negotiating on successor collective bargaining agreements for the 2008-2011 contract period. On October 3, 2009, a successor agreement covering Charging Party's supervisory unit was executed that included language waiving the payment of any ASAs during the 2008-2011 contract term. The parties failed to reach a successor agreement for the non-supervisory unit, and no ASAs had been paid to members of either of the two bargaining units.

Respondent argued that the MOAs expired on September 30, 2008 along with the retroactive contracts thereby making the MOAs unenforceable and impossible to repudiate. The Commission rejected this contention and agreed with the ALJ's finding that since the initial ASA payments under the MOAs clearly fell outside of the scheduled expiration date for the retroactive bargaining agreements, the parties did not intend for the MOAs to expire with the 2004-2008 contracts.

Respondent also alleged that it was not obligated to pay out the ASAs beginning June 1, 2009, because the parties had bargained to impasse on that single issue during the 2008-2011 contract negotiations. Here again, the Commission disagreed concluding that Respondent was obligated to maintain the status quo on the terms of the signed MOAs that the parties freely entered into. Since the MOAs contained no expiration date and survived the expiration of the 2004-2008 agreements, neither party had a duty to bargain further on those provisions and neither party could lawfully bargain to impasse over those provisions. In refusing to make the ASA payments beginning June 1, 2009, Respondent committed an unfair labor practice by repudiating its contractual obligations under the MOAs.

The Commission also adopted the ALJ's conclusion that ASA payments under the supervisory unit's MOA were barred for the period from October 1, 2008 through September 30, 2011. Charging Party objected and argued that payment was still proper for any ASAs that became due prior to the execution of the successor contract. The Commission reasoned that the parties bargained and ratified language in their successor contract that superseded any payment obligation under MOA during the 2008-2011 contract term. However, this new language did not nullify the finding that the Employer committed an unfair labor practice by repudiating the terms of the supervisory unit's MOA prior to the execution of the successor contract on October 3, 2009.

Unfair Labor Practice Not Found; No Breach of the Duty to Bargain; Union Requested Imposition of Previously Rejected Tentative Agreement; *Employer's Implementation of Reduction in Work Hours Authorized by Union Agreement.*

City of Detroit -and- Senior Accountants, Analysts and Appraisers Association Case No. C06 D-098, issued February 10, 2011

The Commission affirmed the ALJ's decision finding that the Employer did not violate its duty to bargain when it reduced the work hours of certain bargaining unit employees.

Facing a budget deficit, the City initially proposed a new health insurance plan, known as the Mercer Plan, and proposed to reduce wages by implementing a ten percent reduction in hours worked in the form of days off without pay (DOWOP). While trying to arrive at a successor agreement, the parties agreed to extend their current contract to July 1, 2006. After several months of negotiations, in January 2006, the City offered a new health insurance plan, known as the Alternative Health Care proposal, which was less costly to the employees. The City explained that in order for that plan to be implemented, the parties would have to come to an agreement by July 1, 2006. Following subsequent negotiations, on June 1, the parties entered into a tentative three-year agreement that included the Alternative Health Care plan, a four percent raise at the end of the three years, several language changes sought by the Union and a memorandum of understanding explaining how DOWOPs would be scheduled. The tentative agreement was presented

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to the SAAA members who rejected it by a two to one margin, largely because of opposition to the DOWOPs in grant and enterprise-funded departments.

Shortly thereafter, the City, once again, informed SAAA that its proposals and the tentative agreement were conditioned on achieving a ratified agreement by July 1, 2006; otherwise the Alternative Health Care proposal along with other economic and noneconomic incentives would be withdrawn and the City would return to its original table position. As a result, the Union President hand-delivered a letter to the City's labor relations director, discussing the reason why the tentative agreement was rejected by the Union's membership, as well as subsequent efforts to modify the language of the agreement, and other matters. The letter ended with a statement that the tentative agreement should be imposed by the Employer on July 1, and that the parties' mutual understanding should draw the matter to a close.

In response, the City sent a letter to the Union stating that the terms of the tentative agreement reached on June 1 would be imposed and noting the effective date of the healthcare benefit changes and the pay period in which the DOWOPs would commence. The Alternative Health Care plan became effective for the Union's members on July 15 and the DOWOPs were imposed on some of the SAAA's bargaining unit members.

SAAA contended that the City procured its agreement by threatening unlawful unilateral action, i.e. to impose the terms of its official table position. SAAA asserted that the threat violated the City's duty to bargain in good faith and that, therefore, the parties' agreement should be declared void.

The Commission, in agreement with the ALJ, found that the Union's decision to ask the City to impose the tentative agreement was a reasoned choice between available alternatives, one which allowed the Union to take advantage of several incentives including a four percent wage increase at the end of the three-year contract.

The Commission held that by agreeing to the terms of the tentative agreement reached at the bargaining table in order to avoid the imposition of a less favorable plan, the Union made an election that it should not disturb.

The Commission agreed with the ALJ that the parties formed a contract on the terms of their prior tentative agreement, which included the imposition of DOWOPs and left the choice of the bargaining unit positions that would be subject to DOWOPs to the City's discretion.

MERC UPDATES—GUIDE, FORMS, TRAINING ETC.

—by Sidney McBride, MERC Administrative Law Specialist/ Elections Officer

On your next visit to the webpage of the Michigan Employment Relations Commission at www.michigan.gov/merc, take a glance at several updated features that seek to enhance the Site's user friendliness for agency constituents, labor representatives, attorneys and the general public. As a result of feedback received from various sources, the following enhancements should prove rewarding.

Access Links

Several access links have been renamed to provide better clarity on exactly what features are posted beyond the click of the mouse. For instance, the "Publications " link has been renamed to "MERC Guide and Rules" to eliminate any guess work on what type of publications to expect. Additionally, versions of PERA, LMA, Act 312 and the Commission's General Rules now appear in multiple locations on the website.

Forms

The agency is also undertaking a comprehensive review of all existing forms to improve consistency and clarity in the information needed to process a case, as well as to eliminate unnecessary or redundant fields. Two predominately used forms, the ULP Charge and Petition for Representation Proceedings have been revised were released for use in late January 2011. Both revised forms are available on the website under the "*Forms*" link. These forms can also be completed while online, then printed and signed before finishing any remaining steps in anticipation of filing with MERC. (*Note: if completing the form while online, you will not be able to save any entries; however, you can opt to save a blank or completed form as a new WORD document that can be edited and/or printed at a later time.)*

Overall, the latest revisions to the ULP form and representation petition are minimal, but will add clarity to specific areas of information requested on the forms. For instance, the charge form now eliminates the need to denote which section(s) of the Act were violated by the alleged misconduct. Also, the "brief and concise statement" of the alleged violation is to be attached on a separate sheet rather than attempting to "squeeze" that information into the very restricted space on the form. The revised charge form also clearly indicates the requirement for the petitioner (charging party) to serve the opposing party (respondent) with a copy of the charge and provide a statement of service to MERC at the time that the charge is filed.

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The updated representation petition expounds on the need to adequately explain the basis for a unit clarification (UC) request. It also requires the petitioner to list any pending MERC cases involving the same parties to alleviate the chance of conflicting rulings or actions.

Anticipating the possibility of changes to the composition of many state agencies, the exact timeline for complete form revision is unclear. However, always visit the "Forms" link on the MERC website to obtain the most current version of any agency related form.

MERC Guide

This agency's summary booklet, the "*Guide to Public Sector Labor Relations Law in Michigan*", provides a helpful synopsis of services and procedures provided by MERC. The 2011 revision replaces the prior 2007 version and contains various clarifications and minor edits. Too numerous to list here, the revisions and updates to the MERC Guide include new and re-emphasized information such as (1) recent changes to PERA that impact the bidding process when school districts choose to outsource non-instructional support services; (2) MERC distinctions between executive, confidential and supervisory employee definitions, and (3) a clarification that a mediator lacks authority to render a binding decision during the grievance mediation process. The 2011 MERC Guide is available at no charge on the agency's website.

On the Horizon

Plans are underway for other special events that will further expand service delivery to MERC arbitrators/fact finders and constituents. For instance, this year's training for Act 312 Arbitrators and Fact Finders is planned for October or early November 2011, and will hopefully include an added instructional track for agency constituents covering public sector services, such as ULP charges, election processes (R and UC) and grievance arbitration issues.

Stay tuned to the MERC website under the "*What's Happening*" link for upcoming announcements that will also include an interactive survey form to better gauge topics of general interest.

Again, the MERC website is be located at www.michigan.gov/merc. We hope that it provides you with helpful information.

Visit the **MERC Guide and Rules** link on Website of the Michigan Employment Relations Commission (www.michigan.gov/merc), where the **2011** version of the "*Guide to Public Sector Labor Relations Law in Michigan – Law and Procedure before the Michigan Employment Relations Commission*" has been posted.

It contains numerous changes made to the 2007 version of this document, including changes made to the Unfair Labor Practice Charge and the Petition for Representation Proceedings forms. Also visit our **Forms** link on MERC's web-site to find the most current version of all forms.

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Retirement

Canada Industrial Relations Board (CIRB)

John Vines retired after 36 years of service with the CIRB.

John Vines recently retired as Regional Director of the CIRB's Atlantic Region after a distinguished 36-year career with the Board. He is well known among the industrial relations community and has developed a long standing relationship, earning respect with all of the practitioners in the community.

John joined the (then) Canada Labour Relations Board on September 9, 1974, as an Industrial Relations Investigation Officer, and opened the Dartmouth office. He was the only Board officer based in the Atlantic Region for nine years, providing an outstanding service and essentially becoming the face of the federal labour board in the region. In 1983, John was appointed Regional Director.

At the time of his retirement on January 28, 2011, John was the longest serving Regional Director with the Board and has played a large part in the development of industrial relations in the Atlantic Region. Through his guidance, advice and mediation skills, John impacted the evolution of industrial relations from the hiring halls of the unions to the boardrooms of national corporations.

Many thanks, John, and we wish you a long and healthy retirement!

In Memory

Sadly, John C. Truesdale passed away on July 3, 2011 at the age of 89. In an NLRB career that spanned six decades, John began as a field examiner in 1948, first in the Buffalo and then the New Orleans regional office. He later served as Executive Secretary for 20 years, the longest tenured Executive Secretary in the NLRB's history, received five separate presidential appointments as a Board Member, and in 1998 was designed Chairman. He ended his career with the Board in 2001 at the age of 80.

John C. Truesdale (1922—2011)

John, throughout his many years in ALRA, was an active and supportive force and served as president in 1992 and later on the Neutrality Project Committee. What John meant to others can best be summed up by the words in the Acknowledgement in the 2008 Final Report of the Neutrality Project: "John is the ideal that this Project seeks to capture in its descriptions of the impartial public servant, and ALRA is pleased to dedicate this Report in honor of John Truesdale's long and remarkable career."

Above all, John was a wonderful person. It was the good fortune of many of us to know and work with John whether we considered him our mentor, our colleague, or our friend—and, for so many of us, all three. Even those who only briefly met John could not help but be taken with his genuine interest in people and curiosity about virtually all things, his ease and graciousness, his great warmth and wit, and his remarkable likability.

The honor, privilege and pleasure of knowing John Truesdale will always be cherished.

ALRA Presidents—1952 to Present *(continued from page 8)*

55	2006	Baltimore, MD	Marilyn Glenn Sayan	Washington State PERC
56	2007	Toronto, Ont.	Elizabeth MacPherson	FMCS-Canada
57	2008	Burlington, VT	Philip E. Hanley	Phoenix Employment Relations Board
58	2009	Oakland, CA	Mary Johnson	National Mediation Board
59	2010	Ottawa, Ont.	Lester A. Heltzer	National Labor Relations Board
60	2011	Jersey City, NJ	Sheri King	FMCS-Canada

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Conference Memories

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