STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

In the Matter of:

INGHAM COUNTY and INGHAM COUNTY SHERIFF,
Public Employers-Respondents in Case No. C05 C-060,

-and-

MICHIGAN ASSOCIATION OF POLICE,
Labor Organization-Charging Party in Case No. C05 C-060,
Incumbent Union in Case No. R05 B-034,

-and-

FRATERNAL ORDER OF POLICE, LODGE NO. 141,
Petitioner in Case No. R05 B-034.
_____/

APPEARANCES:

Cohl, Stoker & Toskey, P.C., by John McGlinchey, Esq., for the Public Employer

Pierce, Duke, Farrell & Tafelski, by Catherine M. Farrell, Esq., for the Michigan Association of Police

Wilson, Lett & Kerbawy, PLC, by Steven T. Lett, Esq., for the Fraternal Order of Police

DECISION AND ORDER

On August 16, 2005, Administrative Law Judge (ALJ) Julia C. Stern issued her Decision and Recommended Order in the above matters pursuant to Sections 10, 12, 13, and 16 of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, MCL 423.210, 423.212, 423.213, and 423.216. On September 1, 2005, Charging Party, Michigan Association of Police, filed timely exceptions to the ALJ's Decision and Recommended Order and a brief in support of the exceptions. On September 9, 2005, Respondents, Ingham County and Ingham County Sheriff, and Petitioner, Fraternal Order of Police, filed timely briefs in support of the Decision and Recommended Order of the ALJ.

On October 10, 2005, the Commission received a letter from Charging Party requesting that its exceptions be withdrawn. Charging Party's request is hereby approved. This Decision and Order and the Decision and Recommended Order of the Administrative Law Judge will be published in accordance with Commission policy.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

_____
Nora Lynch, Commission Chairman

_____
Nino E. Green, Commission Member

Dated: _____

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

In the Matter of:

INGHAM COUNTY and INGHAM COUNTY SHERIFF,
Public Employers-Respondents in Case No. C05 C-060,

-and-

MICHIGAN ASSOCIATION OF POLICE,
Labor Organization-Charging Party in Case No. C05 C-060,
Incumbent Union in Case No. R05 B-034,

-and-

FRATERNAL ORDER OF POLICE, LODGE NO. 141,
Petitioner in Case No. R05 B-034.
_____/

APPEARANCES:

Cohl, Stoker & Toskey, P.C., by John McGlinchey, Esq., for the Public Employer

Pierce, Duke, Farrell & Tafelski, by Catherine M. Farrell, Esq., for the Michigan Association of Police

Wilson, Lett & Kerbawy, PLC, by Steven T. Lett, Esq., for the Fraternal Order of Police

DECISION AND RECOMMENDED ORDER DIRECTING AN ELECTION

Pursuant to Sections 10, 12, 13 and 16 of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, MCL 423.210, 423.212, 423.213 and 423.16, this case was heard at Lansing, Michigan on May 13, 2005, before Administrative Law Judge Julia C. Stern for the Michigan Employment Relations Commission. Based upon the entire record, including post-hearing briefs filed by the parties on June 28, 2005, I make the following findings of fact, conclusions of law, and recommended order.

The Petition and Charge:

On February 28, 2005, the Fraternal Order of Police, Lodge No. 141 (FOP), filed a petition for a representation election (Case No. R05 B-034). FOP seeks to represent a unit of nonsupervisory Act 312-eligible law enforcement employees, including deputies and detectives, employed by Ingham County and the Ingham County Sheriff (the Employers). The Michigan

Association of Police (MAP) currently represents this unit, although FOP formerly represented these employees as part of a larger unit including corrections officers.

On March 11, 2005, MAP filed an unfair labor practice charge against the Employers (Case No. C05 C-060). MAP alleges that the Employers violated their duty to bargain in good faith by engaging in a pattern of conduct indicating their intention not to enter into a collective bargaining agreement. According to the charge, this conduct included bargaining with FOP over the terms and conditions of employment of members of MAP's unit.

MAP requested that its charge block the processing of the representation petition. On April 6, 2005, Bureau of Employment Relations Director Ruthanne Okun directed that the petition be held in abeyance pending resolution of the charge. The charge and petition were then consolidated for hearing and decision.

MAP maintains that FOP's petition should be dismissed. MAP argues that the Employers' unfair labor practices have had a coercive effect on employees and that a free and fair election cannot be conducted until these unfair labor practices have been remedied. MAP also asserts that its February 23, 2005 petition for compulsory arbitration (Act 312 petition) should bar an election.

Findings of Fact:

Until February 2004, FOP represented nonsupervisory deputies, detectives and corrections officers employed by the Employers. The last contract between the Employers and FOP covering this unit expired on August 31, 2002. On March 13, 2003, MAP filed a petition for representation election seeking to sever the deputies and detectives from FOP's unit. (Case No. R03 C-048). Negotiations between the Employers and FOP for a new contract were suspended as a result of the filing of the petition. On February 27, 2004, after a Commission-directed election, MAP was certified as the exclusive bargaining representative for the deputies and detectives. FOP continues to represent the corrections officers.

The Employers' Negotiations with FOP

On May 26, 2004, the Employers and FOP recommenced contract negotiations for the unit of corrections officers. At the first bargaining session, the Employers proposed to change the title of the unit on the cover page of the contract from "Law Enforcement Unit" to "Corrections Unit," to delete references to detectives and police officers from the recognition clause and specific articles elsewhere in the contract, and to remove specified provisions in the expired contract that affected only deputies and detectives. Among the provisions the Employers sought to delete was the salary scale for detectives and deputies as well as provisions for extra compensation for law enforcement employees, including a $400 annual bonus for deputies assigned to work as paramedics. The Employers' proposals included a new provision addressing seniority and pay issues for law enforcement employees transferred to corrections positions.

FOP would not agree to delete references to detectives and deputies or remove contract provisions pertaining only to them. On October 8, 2004, the Employer filed a refusal to bargain

charge against FOP (Case No. CU04 J-054). The charge included the allegation that FOP had "summarily rejected" the Employers' proposals to amend the contract to reflect changes in the bargaining unit's composition.[1]

On December 15, 2004, the Employers and FOP reached a tentative contract agreement. The agreement provided for a retroactive wage increase of 3% per year for the three years of the contract, and a modest increase in a uniform cleaning allowance that applied to corrections employees. There was no change in health care benefits, pensions, or the grievance/arbitration procedure. The parties agreed to the Employers' proposed transfer provision with additional language stating that no one transferred into corrections would receive a higher rate of pay or any benefit higher than that specified in the corrections' officers' collective bargaining agreement.

FOP agreed to most of the Employers' proposals to delete language and contract provisions pertaining to law enforcement employees. However, the tentative agreement stated that "deleted contract language regarding field services [i.e. law enforcement] personnel will be restored to the contract, if permitted by law, in the event the employees affiliate with the Fraternal Order of Police."

The December 15, 2004 tentative agreement was ratified by both the County Board of Commissioners and FOP's membership. On February 11, 2005, the Employers and FOP entered into the following memorandum of understanding (MOU):

> The parties having reached a collective bargaining agreement between the Ingham County Corrections Unit and the co-employers, Ingham County Board of Commissioners and Ingham County Sheriff, Gene Wrigglesworth, in which, due to the separation of the Law Enforcement Unit from the Corrections Unit, certain language was removed from the Collective Bargaining Agreement that pertained exclusively to the Law Enforcement Unit.
>
> It is hereby agreed, in the event that at any time in the future the Law Enforcement Unit shall again become represented by Capitol City Lodge No. 141 of the Fraternal Order of Police, Labor Program, Inc., that the language removed pertaining to the Law Enforcement Unit will be reinstated to the Collective Bargaining Agreement.

After the execution of this MOU, there was discussion among the deputies about its meaning and how it affected them. On February 24, 2005, MAP held a meeting of law enforcement employees. At this meeting, a deputy asked if it was true that the Employers had agreed that if the deputies switched back to FOP the Employers would give them the same contract as corrections. Jay Vahokstra, a detective who had been an officer of FOP before MAP became the detectives' bargaining agent, told the assembled employees that this was not true. Vahokstra said that FOP and the Employers had not agreed to give law enforcement employees the same contract, but simply to "add the name, law enforcement, to the FOP contract."

[1] This charge was withdrawn after the Employers and FOP reached agreement on a contract.

Ed Wilk, a deputy paramedic, attended this meeting. Wilk was a union steward when FOP represented the deputies and is currently a steward for MAP. On March 8, 2005, Wilk initiated the following e-mail correspondence with Undersheriff Matthew Myers:

> At our last union meeting Laurie Siegrist and V-14 [sic] were saying something about an agreement or letter of understanding between the County and FOP, that if we (MAP members) go back with the FOP that we would start where we left off before MAP started representing us. Is this true? I've e-mailed Laurie about this because I didn't quite understand what they were saying and she has yet to respond.

Myers replied:

> As a result of the new contract with FOP, the language that dealt with Road Patrol & Detectives was removed. It was agreed that IF those people ever came back to the FOP, the language would be re-inserted, to avoid needing to re-negotiate those areas that applied. Example: $400 Paramedic Bonus. Hope this helps, don't hesitate to let me know if you have other questions. [Capitalization in original]

Wilk e-mailed back:

> I thought of another question or two. If we went back to FOP wouldn't we still be in negotiation or would we just assume the same contract that corrections has? Which I guess brings up another question. If we don't assume the corrections contract, wouldn't that be the time to have a letter of understanding or agreement about that? Is it a letter of understanding? I'm sorry, but I guess I just don't get it. I think what's confusing me is the whole thing about being split now and if we returned wouldn't we still be split or does it automatically put us back together as one unit?

Myers replied:

> Nothing would be automatic. Everything would be possible. 1. With Corrections OR Split. I don't know exactly how it would work, but I think both are possible. We simply left the language intact IF you guys went back to the same unit. I THINK if you split you could also use the same language to avoid having to re-negotiate everything. [Capitalization in original].

The Employers' Negotiations with MAP

MAP and the Employers began negotiations for their first contract in June 2004. They spent two sessions negotiating ground rules and exchanged their first written proposals on June 30, 2004. Both parties' proposals were in the form of a list of changes to the expired FOP contract. Both parties' proposed to delete all references to corrections officers. The Employers' proposals included the same transfer provision it had proposed in negotiations with FOP. MAP's proposals included several significant changes to the expired contract. These included a proposal

to prohibit the involuntary transfer of law enforcement employees to corrections and a proposal to "carve out" the deputies and detectives from the Municipal Employees Retirement System (MERS) pension plan that covered both law enforcement and corrections employees. Under the expired FOP contract, the Sheriff's decision to impose discipline in excess of a five-day suspension could be challenged only in court. MAP proposed to make these disciplinary actions subject to binding arbitration. At the June 30 meeting, MAP and the Employers reached one tentative agreement, an agreement on pay for the July 4 holiday. They met again on July 9, when they negotiated an interim agreement regarding dues deduction and union security and reached a tentative agreement on same-sex health care benefits.

On August 3, MAP and the Employers discussed MAP's pension proposal. MAP argued that because law enforcement employees were on the average younger than corrections employees, a separate plan for law enforcement employees would allow them to enjoy the same pension benefits with a lower contribution rate. MAP proposed that an actuarial study be done. The Employers said that they would not contribute to the cost of such a study. The parties also discussed the transfer issue. In informal discussions, MAP suggested limiting the period of time a law enforcement officer could be transferred to corrections to two years. The Employers' did not want to impose any limitations on the Sheriff's ability to transfer employees between divisions. At MAP's request, a pharmacy benefits manager (PBM) made a presentation at the August 3 meeting. The County contracts with a PBM to administer its self-insured prescription drug program. In his presentation, the PBM argued that he could save the County a significant amount of money if the County awarded him the contract. The Employers listened to the presentation, but explained that the County could not change its PBM contractor without putting the contract out for bid, and that it had to discuss the change with its other bargaining units.

MAP and the Employers met again on September 14 and October 5. The transfer and grievance procedure issues were discussed at both sessions, but neither party changed its positions. However, the parties reached a number of tentative agreements at these sessions. At the September 14 meeting, MAP presented the results of the actuarial study showing that if there were two separate pension plans the contribution rate for law enforcement employees would decrease while corrections employees' rates would increase. The Employers asked questions about the study, including whether benefits to current retirees had been factored in. They did not agree to separate the plans.

Sometime between October 5 and December 14, the parties made a written request for mediation assistance. On December 14, MAP presented a comprehensive written contract proposal covering both economic and non-economic issues. By the end of the December 14 meeting, MAP and the Employers had reached tentative agreement on thirty-two issues, including the addition of a MAP-proposed health care plan option. However, the parties still had not reached agreement on transfers, modification of the grievance procedure, or MAP's proposal to create a separate pension plan for law enforcement employees. The parties had also not reached agreement on economic issues. MAP was proposing a 3.5% increase for each year of the contract, while the Employers proposed 2.5%. MAP was also proposing increases in the extra compensation paid to deputies for various assignments, including an increase in the extra compensation paid to deputies assigned as paramedics to $1,000 from $400. The Employers' position was that all extra compensation should remain at existing levels.

MAP and the Employers met with the mediator on February 16, 2005. No outstanding issues were resolved at this meeting. On February 23, 2005, MAP filed a petition for compulsory arbitration of the contract dispute pursuant to 1969 PA 312 (Act 312), MCL 423.231, et. seq. The Employers filed their own Act 312 petition on March 11, 2005. Both petitions were held in abeyance pending the outcome of this proceeding.

Discussion and Conclusions of Law:

Alleged Unfair Labor Practices

Section 11 of PERA states:

> Representatives designated or selected for purposes of collective bargaining by the majority of the public employees in a unit appropriate for such purposes shall be the exclusive representative of all the public employees in such unit for the purposes of collective bargaining in respect to rates or pay, wages, hours of employment or other conditions of employment, and shall be so recognized by the public employer. [Emphasis added]

It is axiomatic that an employer cannot lawfully bargain with one union over the wages, hours or terms or conditions of employment of the employer's employees when another union has been certified as the exclusive bargaining representative of these same employees.

In its negotiations with FOP, the Employers proposed to eliminate from its contract with FOP specific language referencing positions no longer in FOP's unit and specific subjects not pertaining to corrections employees, including the detectives' and deputies' salary scale. FOP initially refused. However, in their December 14, 2004 tentative agreement, FOP agreed to the Employers' proposals in return for a promise to reinsert the deleted language if the FOP again became the law enforcement employees' bargaining representative. On February 11, 2005, the FOP and the Employers executed a MOU reflecting this agreement.

The MOU understandably left some law enforcement employees wondering if they would automatically get the retroactive wage increases contained in the corrections contract if they voted to replace MAP with FOP. The MOU does not so state, and it does not appear from Undersheriff Myers' e-mails, that the Employers interpreted the MOU this way. According to the Employers, the MOU did not change the wages, hours, or terms or conditions of employment of law enforcement employees. Rather, the Employers contend that the MOU simply requires them to maintain the status quo if the law enforcement employees chose to return to the FOP. As the Employers point out, employers have a legal obligation to refrain from instituting changes in mandatory subjects of bargaining before reaching agreement or impasse with the certified bargaining agent. *Ottawa Co v Jaklinski*, 423 Mich 1, 33 (1985); *CMU Faculty Ass'n v CMU*, 404 Mich 268, 277 (1978).

The problem with the Employers' argument is that the February 11 MOU states that if "at any time in the future" the law enforcement employees again become represented by FOP, the

Employers will "reinstate" contract language from the contract between the FOP and the Employers that expired in 2002. That is, the MOU effectively establishes future terms and conditions of employment for the law enforcement employees now represented by MAP, even though it is conditioned on FOP again becoming these employees' bargaining representative. To use the example given by Undersheriff Myers in his e-mail, under the MOU the paramedic bonus will be $400 if law enforcement employees ever again become represented by the FOP. The $400 bonus was an existing term and condition of employment for deputies on February 11, 2005. However, a contract between the Employers and MAP, or an Act 312 arbitration award, might change the amount of this bonus or eliminate it. If the employees thereafter chose to be represented by the FOP, reinstating the $400 bonus would constitute a change in existing wages.

If and when FOP again becomes the bargaining representative for law enforcement employees, it and the Employers can negotiate a new paramedic bonus. However, the paramedic bonus example shows that the Employers and FOP did not merely agree to maintain the status quo if the FOP became the law enforcement employees' bargaining agent, but negotiated future benefits. I find that the Employers unlawfully negotiated with a union that was not the exclusive bargaining representative of the law enforcement employees regarding the future wages and other terms and conditions of employment of these employees and that they violated their duty to bargain in good faith with MAP by entering into a MOU with FOP covering these subjects.

MAP also argues that the Employers engaged in surface bargaining, i.e., they were simply going through the motions of bargaining until the certification year expired and FOP could file its representation petition. However, the MOU was not the Employers' idea; it originally proposed to delete all references to law enforcement employees from FOP's contract as it had proposed to delete references to corrections employees from its agreement with MAP. I conclude that the fact that the Employers agreed to the MOU as a condition of concluding its contract with FOP does not warrant the inference that the Employers did not intend to reach a contract with MAP.

MAP admitted that it believed that the Employers were only engaging in hard bargaining until it learned of the MOU. I conclude that the evidence as a whole does not support a finding of surface bargaining. MAP proposed a number of significant changes in existing terms and conditions of employment. These proposals, if agreed to by the Employers or incorporated into an Act 312 award, would result in a significantly better contract for the law enforcement employees than the contract they previously had with FOP. These changes included limitations on transfers between divisions, making discharges and other major disciplinary actions subject to binding arbitration, and a new pension plan with the same benefits at a lower contribution rate. MAP and the Employers reached tentative agreement on a number of issues. The fact that the Employers did not agree to any of the significant changes MAP was proposing does not establish that they had no intention of reaching a contract.

In accord with my finding of fact and conclusions of law above, I will recommend that the Commission issue an order to the Employers to cease and desist from this unlawful conduct, to repudiate the February 11, 2005 agreement and notify FOP that it is doing so, and to post a notice to employees.

The 312 Petition as a Bar to the Election

The Commission recognizes several types of "bars" to representation elections, including both an election and a certification year bar. Under the latter, the Commission dismisses representation petitions filed within a year of the date of a union's certification as bargaining representative. *City of Bay City*, 1967 MERC Lab Op 155. The purpose of these bars is to preserve a balance between employees' statutory right to select the collective bargaining representative of their choice and the need to maintain stable bargaining relationships.

The Commission's long-standing Act 312 bar policy was restated in *City of Three Rivers*, 1985 MERC Lab Op 108, and more recently in *Atlas Twp*, 16 MPER 62 (2003):

> The Commission will entertain representation petitions during the established filing period of 150-90 days prior to the expiration date of a collective bargaining agreement even though Act 312 arbitration has been initiated or is pending but, if the collective bargaining agreement has expired and an Act 312 proceeding is pending, the filing of a representation petition will be barred by the arbitration proceeding. For purposes of this policy, an Act 312 petition shall be considered as pending from the date said petition is filed with the Commission.

The Act 312 bar policy does not specifically address situations where the union filing the Act 312 petition has yet to obtain its first contract. Nevertheless, in *Atlas*, the Commission held that the principle behind the policy – preservation of the integrity of the Act 312 process – warranted dismissing a decertification petition filed while a union's Act 312 petition was pending even though the union and employer had not yet reached a contract. However, unlike here, in *Atlas* employees had ample time after the expiration of the certification year bar to file their decertification petition because the union did not file its Act 312 petition until almost nine months after its certification year had expired.

As the Commission noted in *Atlas*, the Act 312 bar policy recognizes that there must be a period during which a representation petition can be filed. If MAP's 312 petition bars this petition, FOP must wait to refile until the established filing or window period under the contract/award resulting from the Act 312 proceeding. Whether requiring employees to wait this long before exercising their right to vote on their bargaining representative strikes the right balance between employee freedom of choice and bargaining unit stability is obviously a policy question.

In *City of Bay City*, the Commission quoted the Supreme Court's statement in *Frank Bros Co v NLRB*, 321 US 702, 705 (1944), that "a bargaining relationship once rightfully established must be permitted to exist and function for a reasonable period in which it can be given a fair chance to succeed." It also adopted the National Labor Relations Board's rule that, absent unusual circumstances, one year is a reasonable period to protect a union from challenge to its majority status and allow it time to negotiate a contract. Following the reasoning of *Bay City*, I believe that when a union fails to reach a contract within its certification year, the Commission should allow a reasonable period for the filing of representation petitions after the expiration of the certification year. I conclude that an Act 312 petition filed prior to the expiration of a union's

certification year should not serve to bar a representation petition filed within a reasonable time after the certification year expires. What constitutes a reasonable period may vary, but in this case FOP's petition was filed the day after the expiration of MAP's certification year. I conclude that MAP's Act 312 petition should not bar FOP's representation petition under the circumstances of this case.

Remedy

As noted above, MAP asserts that the representation petition should be dismissed because the Employers' unfair labor practices have had a coercive effect on employees, and that a free and fair election cannot be conducted until these unfair labor practices have been remedied.

In determining whether to dismiss a representation petition because of an employer's unfair labor practices, the National Labor Relations Board (NLRB) looks at whether there is a causal connection between the employer's unlawful act and the incumbent union's subsequent loss of majority support or employee dissatisfaction. When there has been a general refusal to recognize and bargain with the incumbent union, a causal relationship is presumed. *Overnite Trans Co*, 333 NLRB No. 166 (2001). However, when the case involves other types of unfair labor practices, the NLRB looks at a several factors to determine whether a causal relationship exists. These factors include: (1) the length of time between the unfair labor practices and the withdrawal of recognition or filing of the petition; (2) the nature of the illegal acts, including the possibility of their detrimental or lasting effect on employees; (3) any possible tendency to cause employee disaffection from the union; and (4) the effect of the unlawful conduct on employee morale, organizational activities, and membership in the union. *Master Slack Corp*, 271 NLRB 78 (1984).

Here, the representation petition was filed within weeks of the Employers' unlawful execution of the MOU. I agree with MAP that by entering into an agreement with FOP over the law enforcement employees' terms and conditions of employment, the Employers' conveyed an impression of favoritism toward that union which had a detrimental effect on the exercise of employee free choice. However, I also conclude that the Employers' unfair labor practice did not cause the employee dissatisfaction with MAP that lead to the filing of the petition. As discussed above, the MOU did not promise law enforcement employees that they would receive a better contract if they abandoned MAP for FOP. I conclude that in these circumstances an election should be directed pursuant to FOP's petition, but that the election should be held in abeyance until the Employers have complied with the Commission's order in the unfair labor practice case. I therefore recommend that the Commission issue the following order.

RECOMMENDED ORDER ON UNFAIR LABOR PRACTICE CHARGE

Respondents Ingham County and Ingham County Sheriff, their officers and agents, are hereby ordered to:

1. Cease and desist from bargaining with the Fraternal Order of Police, Lodge No. 141 over the future terms and conditions of employment of law enforcement employees represented by the Michigan Association of Police.

2. Notify the Fraternal Order of Police of their intention to repudiate the memorandum of understanding executed by these parties on February 11, 2005.

3. Post the attached notice to employees in conspicuous places on the Employers' premises, including all places where notices to employees are customarily posted, for a period of thirty consecutive days.

RECOMMENDED ORDER DIRECTING ELECTION

Based upon the above findings of facts and conclusions of law, we conclude that a question concerning representation exists herein under Section 12 of PERA in the following appropriate unit:

> All nonsupervisory Act 312-eligible law enforcement officers employed by Ingham County and the Ingham County Sheriff, including deputies and detectives, but excluding corrections officers, supervisors, and elected officials.

After the Employers have notified this Commission that they have fully complied with our order above, the above employees shall vote pursuant to the attached direction of election whether they wish to be represented for purposes of collective bargaining by the Michigan Association of Police, by the Fraternal Order of Police, Lodge No. 141, or by neither labor organization.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

_____

Julia C. Stern
Administrative Law Judge

Dated: _____

NOTICE TO EMPLOYEES

After a public hearing, the Michigan Employment Relations Commission has found **Ingham County** and the **Ingham County Sheriff** 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 cease and desist from bargaining with the Fraternal Order of Police, Lodge No. 141 over the future terms and conditions of employment of law enforcement emplo yees represented by the Michigan Association of Police.

WE WILL notify the Fraternal Order of Police of our intention to repudiate the memorandum of understanding we executed on February 11, 2005

INGHAM COUNTY

By: _____

Title: _____

INGHAM COUNTY SHERIFF

By: _____

Title: _____

Date: _____

This notice must be posted for a period of 30 consecutive days and must not be altered, defaced or covered by any material. Any questions concerning this notice or compliance with its provisions may be directed to the office of the Michigan Employment Relations Commission, Cadillac Place, 3026 W. Grand Blvd, Suite 2-750, P.O. Box 02988, Detroit, Michigan 48202. Telephone: (313) 456-3510.

Case No. C05 C-060