STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

In the Matter of:

BROWNSTOWN TOWNSHIP,
Public Employer-Respondent in Case No. C05 E-116,

-and-

MICHIGAN ASSOCIATION OF POLICE,
Labor Organization-Charging Party in Case No. C05 E-116,
Incumbent Union in Case No. R05 F-085,

-and-

TEAMSTERS LOCAL 214,
Labor Organization-Petitioner in Case No. R05 F-085.
_____/

APPEARANCES:

Cox, Hodgman & Giamarco, P.C., by John C. Clark, Esq., for the Employer

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

Joseph Valenti, President, for Teamsters Local 214

DECISION AND ORDER

On February 17, 2006, Administrative Law Judge Julia C. Stern issued her Decision and Recommended Order in the above-entitled matter, finding that Respondent has engaged in and was engaging in certain unfair labor practices, and recommending that it cease and desist and take certain affirmative action as set forth in the attached Decision and Recommended Order of the Administrative Law Judge.

The Decision and Recommended Order of the Administrative Law Judge was served on the interested parties in accord with Section 16 of Act 336 of the Public Acts of 1947, as amended.

The parties have had an opportunity to review this Decision and Recommended Order for a period of at least 20 days from the date the decision was served on the parties, and no exceptions have been filed by any of the parties to this proceeding.

ORDER

Pursuant to Section 16 of the Act, the Commission adopts as its order the order recommended by the Administrative Law Judge.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

_____
Nora Lynch, Commission Chairman

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Nino E. Green, Commission Member

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Eugene Lumberg, Commission Member

Dated: _____

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Joseph Valenti, President, for Teamsters Local 214

DECISION AND RECOMMENDED ORDER
OF
ADMINISTRATIVE LAW JUDGE

This case was heard at Detroit, Michigan on September 19 and October 26, 2005, by Administrative Law Judge Julia C. Stern for the Michigan Employment Relations Commission, 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. Based upon the entire record, including post-hearing briefs filed by the Respondent Employer and by the Michigan Association of Police on December 21, 2005, I make the following findings of fact, conclusions of law, and recommended order.

The Petition and Charge:

On June 3, 2005, Teamsters Local 214 filed a petition for a representation election (Case No. R05 F-085) seeking to represent a unit of all full-time and part-time patrol officers, detectives and dispatchers employed by Brownstown Township (the Employer) in its police department. The Michigan Association of Police (MAP) currently represents these employees in a unit that also includes clerical employees in the police department.

On March 31, 2005, MAP filed an unfair labor practice charge against the Employer (Case No. C05 E-116). The charge, as amended on July 25, 2005 and at the hearing, alleges that the Employer violated Sections 10(1)(a), (b) and (e) of PERA by: (1) circumventing MAP's designated agent and bargaining directly with employee members of MAP's bargaining team; (2) engaging in surface bargaining; (3) negotiating with the Teamsters while MAP was the certified bargaining agent; (4) promising employees that they would receive retroactive wage increases if they selected the

Teamsters as their bargaining agent; and (5) permitting employees to wear the Teamsters' insignia while on duty while prohibiting them from wearing MAP insignia.[1]

MAP requested that its charge block the processing of the representation petition. On July 20, 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 the Teamsters' petition should be dismissed because the Employer's conduct has made it impossible to hold a free, fair and untainted election. If an election is directed, MAP's position is that the election should be held in the unit as currently constituted. The Teamsters assert that because the clerical employees in the unit are not eligible for compulsory arbitration under 1969 PA 312, (Act 312), MCL 423.231 et. seq., they should be excluded from the unit. The Employer indicates it would prefer all of its clerical employees to be in the same bargaining unit, but took no specific position on whether an election directed pursuant to this petition should include the police department clerical employees.

Facts:

The most recent collective bargaining agreement between MAP and the Employer expired on December 31, 2002, and the parties began negotiations for a successor agreement on January 24, 2003. Fred Timpner, MAP's executive director, was its chief spokesman. MAP's bargaining team also consisted of the then-president of the local association, Paul Lazar, and three unit members including police officer Mike Topjian. At the beginning of negotiations, Township attorney William DeBiasi was the Employer's chief spokesman. The remainder of the Employer's team consisted of Township supervisor Art Wright and police chief Dan Grant.

At the first bargaining session on January 24, 2003, the parties agreed to ground rules for their subsequent negotiations. The ground rules were not put in writing. Police chief Grant was not present at this meeting, and only Timpner and Topjian testified regarding the parties' agreement. According to MAP chief spokesperson Timpner, the parties agreed that all proposals would be exchanged only through the chief spokesperson for each side, and that all negotiations would take place at the bargaining table. His notes from the meeting state "info disseminated between two [spokespersons]." MAP bargaining committee member Topjian testified that the parties agreed that the chief spokesmen would speak for their respective parties at the bargaining table, and that offers made outside of the bargaining table would go through the bargaining committee and not directly to employees. Grant and individuals who joined the bargaining teams after the January 24 meeting had different views on what the ground rules were, but none of them testified that the ground rules specifically addressed negotiations away from the bargaining table. I credit Timpner's testimony that the parties agreed that all information and proposals would be exchanged through the chief spokespersons. However, Timpner's notes did not mention negotiations away from the table, no one but Timpner and Topjian testified that there was any agreement on this issue, and both Timpner's and Topjian's memories were likely to have been colored by subsequent events. I conclude that there was no specific agreement that all negotiations would take place at the bargaining table on January 24, 2003.

In March 2003, the Employer hired a director of human resources, Carol Mayerich. Mayerich attended most if not all of the subsequent bargaining sessions. In June 2003, Mark Truskowski was elected local association president and replaced Lazar on the bargaining team. MAP's team changed again in early January 2004. After January 2004, its team consisted of Timpner, Truskowski, Topjian, officers Matt Wilds and Mike McCarthy, and dispatcher Kevin Watson.

By late summer 2004, the Employer had not yet made a written offer. However, the parties had reached tentative agreements on retroactive wage increases for the police officers and on most other issues. The two major issues still in dispute were the pension plan and health insurance. The parties had tentatively agreed to a new health insurance plan with lower costs. However, the Employer wanted employees to begin paying 3% of the cost of their health insurance premiums, while MAP was opposed to premium sharing. The parties had also tentatively agreed to replace the

1 The charge also alleged that the Employer threatened to refuse to bargain over pensions unless MAP agreed to a permissive subject of bargaining, i.e. a pension plan that included employees not in MAP's unit. MAP did not withdraw this allegation, but did not present testimony in support of it at the hearing or argue the issue at the hearing or in its brief. I consider this portion of the charge to have been abandoned.

employees' defined contribution pension plan with a defined benefit plan, but had not agreed to a level of benefits or benefit formula. The Employer insisted that any defined benefit plan include all public safety employees, including fire fighters and supervisory police officers represented by unions other than MAP. MAP's position was that only members of its unit should be covered by the plan. The analysis provided by the Michigan Employees Retirement System (MERS), indicated that members of MAP's unit could get more benefits at a lower cost if the pension plan was limited to that group, while supervisory officers would fare better in the larger public safety plan. MERS recommended the larger plan as providing greater overall long-term cost stability, and the Employer believed that the promotion process would be affected if officers had to pay more for their pensions when they were promoted to supervisor.

In early to mid August 2004, either Topjian and MAP local president Truskowski or Topjian alone went to human resources director Mayerich's office and asked for a meeting between the bargaining teams without Employer chief spokesman DeBiasi. Mayerich agreed on the condition that Timpner also not be present. On September 2, 2004, members of MAP's bargaining team Truskowski, Topjian, McCarthy and Wilds met with Mayerich, police chief Grant, Township supervisor Wright and Township board member Sherry Berecz-Burton to discuss the pension and health insurance premium issues. What took place at this meeting is unclear. About ten days later, a bargaining session took place that included Timpner and DeBiasi. Timpner did not know about the earlier meeting. According to Timpner's uncontradicted testimony, after he went over MAP's position on premium sharing, Wright stood up and angrily said that he "thought we had a deal." When Timpner asked with whom, Wright pointed at Topjian and said, "With them." Timpner told Wright that he did not know what he was talking about. Timpner said that MAP was the bargaining agent, and that that any deals had to be made with it. Wright then left the meeting. After this meeting, Wright stopped attending negotiating sessions although his deputy was often present. Although nothing was said, MAP assumed that Wright was no longer part of the Employer's team.

In the Township elections held in November 2004, Ed Neal and Diane Philpot replaced two incumbents on the Employer's board of trustees. After the election, Neal and Philpot volunteered to be part of the Employer's bargaining team. The Township also hired a new law firm and John Clark replaced DeBiasi as the Employer's chief negotiator. The first bargaining session with Clark, Neal and Philpot took place on December 21, 2004. Clark introduced Neal and Philpot as part of the Employer's team. MAP chief spokesman Timpner gave an overview of the negotiations and the parties' positions. The Employer's team agreed to honor the previous tentative agreements, and both teams agreed to pick up negotiations where they had left off. Timpner also went over the ground rules, stating at that meeting that all proposals would be exchanged through the chief spokesmen.

The parties met three or four times between December 21, 2004 and May 2005. According to Employer bargaining team member Philpot, at one of the early meetings, police chief Grant said in an Employer caucus that that if the Employer could get its offer to a vote of the membership, there were enough votes to get the contract approved with premium sharing. When Philpot disagreed, Grant replied that he knew because he had met with Topjian and McCarthy at his house on several occasions. As the parties were leaving the meeting, Philpot told Timpner what Grant had said, apologized, and told Timpner that Grant had been told to stop meeting with employees without Timpner. At another of the early meetings, Timpner told the Employer's team that he had heard that certain members of MAP's bargaining team had gone to Grant's home to talk with him and Wright about an agreement reflecting the Employer's positions on pension and health care. Timpner told Grant to quit talking to the employee members of the bargaining team and asked Clark to direct his team to cease any sidebar negotiations without Timpner being present.[2]

At a bargaining session held on March 16, 2005, the Employer made a proposal to exclude the clerical employees from the defined benefit pension plan, and MAP agreed. The Employer also stated that it wanted to cap its pension costs at either 15% of base pay or 12% of gross pay. MAP chief spokesman Timpner testified that he felt that the Employer was preparing to agree to a separate plan for the unit, and Employer bargaining team member Philpot testified that the majority of her bargaining team felt the only remaining pension issue was the cost cap. However, there is no evidence that the Employer actually agreed to drop its proposal for a public safety plan, and Philpot admitted that there was disagreement among the Employer representatives present. Similarly, Timpner testified the Employer gave indications at the table that it might drop its demand for premium sharing, and Philpot testified that she was in favor of dropping the demand, but there was no testimony that the Employer actually agreed. At the end of the March 16 meeting, Timpner believed that the parties were close to reaching a contract.

2 Grant denied meeting with members of the MAP team at his house.

Timpner prepared a comprehensive written offer for the April 18, 2005 bargaining session. The offer included a health care plan without premium sharing and a separate defined benefit pension plan that capped the Employer's contributions at 12% of gross pay. MAP also proposed to give employees promoted from the unit into supervisory positions the right to choose whether to remain in their current plan or switch to the pension plan in effect for supervisory employees, and included a proposal detailing how the conversion from the defined contribution to the defined benefit plan would take place. In a meeting before the bargaining session, MAP bargaining committee members Topjian, McCarthy and Watson told Timpner that they did not want to present this offer to the Employer. They said that members of the unit would benefit from a better plan for supervisory officers because most unit members would eventually be promoted to supervisory positions. Timpner felt strongly that MAP should not agree to include other groups in the plan since this would result in lower benefits for unit members. Topjian, McCarthy and Watson also argued that MAP should drop its opposition to premium sharing since the supervisory officers' bargaining unit had recently agreed to it. Timpner told his team that he believed that MAP could do better. Bargaining committee members Truskowski and Wilds agreed with Timpner, and Timpner gave the offer to Clark.

Either shortly before or after the April 18 meeting, MAP bargaining committee member Topjian went to Township supervisor Wright and asked him to "put an offer on the Township's letterhead." On May 5, 2005, chief Grant gave both local union president Truskowski and Topjian copies of a document signed by human resources director Mayerich and Wright and titled "Employer's final proposal." Grant asked Truskowski to give the document to MAP chief spokesman Timpner, and Truskowski agreed. The May 5 document was a comprehensive proposal including health insurance with a 3% premium contribution and a public safety pension plan with the Employer's costs capped at 15% of base salary. The proposal included the wage increases agreed to by the parties at the table, but did not explicitly state that they were to be retroactive. The May 5 proposal was the same as MAP's April 18 offer on all the less significant issues except vacation pay and seniority shift selection. Topjian made copies of the May 5 document and distributed them among the unit members.

Timpner testified that he was confounded by the May 5 document. When he called Employer chief spokesman Clark for an explanation, Clark said that he did not know anything about it. However, after talking with Truskowski and other members of MAP's bargaining team, Timpner decided to give the membership an opportunity to vote on the proposal. A union meeting was scheduled for May 10. Employer bargaining committee members Philpot and Neal both showed up at the union hall before the meeting began and told those present that they personally had not known about the offer and that it did not represent the position of the Township board. The membership rejected the offer by a 2-1 majority and authorized the MAP team to present its April 18, 2005 offer to the Employer as MAP's final offer.

On May 11,Timpner wrote to Clark informing him of the results of the vote on the proposal and requesting that the Employer place MAP's final offer on its agenda for approval at the next Township Board meeting. [3] Timpner's letter also stated, "In the future, if there are to be any more offers exchanged by the parties, the Union is requesting that the agreed upon ground rules be followed. Specifically, all offers will be exchanged through the chief spokespersons for each side. Failure to follow may result in the filing of an unfair labor practice charge."

On May 13, Township supervisor Wright wrote to Timpner and the mediator stating that it was the Employer's position that further negotiations would be futile, and asking that the mediator certify the dispute for compulsory binding arbitration pursuant Act 312. Employer chief spokesman Clark and bargaining committee members Neal and Philpot each separately told Timpner that Wright's letter did not represent their position. On June 1, Philpot wrote to Timpner and the mediator stating that the Township board had not voted to proceed to arbitration on the contract, and that it was her belief that the parties were close to reaching agreement. No Act 312 petition was filed.

Around the time of Wright's May 13 letter, Topjian asked Truskowski for permission to talk to Wright to obtain clarification of the "final proposal." Truskowski agreed. Topjian first asked Wright if the May 5 offer was still on the table. When Wright confirmed that it was, Topjian gave Wright a copy of the offer with some suggested changes, including an explicit statement that the wage increases would be retroactive and a change in the pension contribution cap to 12% of gross salary. The changes were in Topjian's handwriting, although, according to Topjian, they were a result of a meeting among the employee members of the bargaining committee. Mayerich incorporated the suggested changes into

3 The record does not indicate whether the Township board voted on the proposal.

a new "final proposal," dated May 19, and placed it in Truskowski's mailbox.

MAP filed the unfair labor practice on May 31. On June 3, the Teamsters filed their representation petition. After the petition was filed, there was discussion among unit members about whether employees would receive wage increases retroactive to the expiration of the prior contract if the Teamsters replaced MAP as the bargaining agent.[4] On about June 4, at a gathering at Topjian's house, Teamsters representative Mike Montgomery assured an angry unit member that he could guarantee in writing that employees would get retroactive pay if the Teamsters were selected as the bargaining agent. On June 13, Teamsters Local 214 president Joseph Valenti told employees at a meeting that he could get in contact with Township supervisor Wright's office and get a letter stating that if the employees changed representatives it would not affect their retroactive pay. On June 15, 2005, Wright wrote to Topjian as follows:

> Per your recent request, please accept this correspondence as a formal assurance that payment of retroactive wages for MAP Union members will not be affected by the Brownstown Police Officers decision to replace MAP as their official bargaining representative, if this change should take place.
>
> I look forward to working with you and your representative, whomever you may select.

The Employer's uniform policy states that "jewelry, pins, necklaces, insignia or buttons which are not specifically issued by the department or authorized for wear shall not be worn or attached to any portion of the uniform so that they are or may become visible to the public." In 2002 or 2003, Timpner asked Chief Grant to allow officers to wear MAP lapel pins or tie tacks with their uniforms. Grant denied Timpner's request. In early July 2005, at least two officers wore t-shirts with the Teamsters' insignia at the Employer's gun range during the semi-annual qualification shoot. The gun range is not open to the public during a shoot. Officers can wear any type of comfortable clothing at the gun range, although those coming in the middle of a shift generally wear their uniforms. According to Grant, after the charge was filed, he conducted an investigation into whether officers were wearing union insignia on duty and discovered only the gun range incident. He concluded that wearing t-shirts with insignia on the shooting range did not violate the Employer's uniform policy, and took no action to forbid it.

Discussion and Conclusions of Law:

As provided in Section 11 of PERA, once a union is designated or selected for the purposes of collective bargaining by the majority of public employees in a unit appropriate for such purposes, it is the exclusive representative of these employees for purposes collective bargaining in respect to rates of pay, wage, hours of employment or other conditions of employment. Under both PERA and the National Labor Relations Act (NLRA), 29 USC 151 et seq, an employer commits an unfair labor practice when it circumvents the designated representative and deals directly with employees. See, e.g., Jackson *Co,* 18 MPER 22 (2005); *Medo Photo Supply Corp v NLRB,* 321 US 678 (1944). As the NLRB stated in *General Electric Co* 150 NLRB 192,195, (1964), *enf'd,* 418 F.2d 736 (CA 2,1969), "The employer's statutory obligation is to deal with the employees through the union, and not with the union through the employees." The fact that employees approach the employer, and not vice-versa, has no effect on an employer's obligation to avoid direct dealing. *Medo,* at 687.

The Employer asserts that it did not engage in unlawful direct dealing with Topjian and other members of MAP's bargaining committee because: (1) MAP had designated them as its agents for purposes of collective bargaining; and (2) members of the bargaining committee, not Employer representatives, initiated all communications. It is true that MAP had specifically designated Topjian and the other members of its bargaining committee as its agents for collective bargaining purposes. I conclude, however, that Township supervisor Wright violated the Employer's obligation to avoid direct dealing in early May 2005 when he responded to Topjian's request for a written offer from the Employer, and that Wright and human resources director Mayerich were guilty of direct dealing when they accepted Topjian's proposed changes to their "final proposal."[5] I find that when Topjian came to him rather than Employer chief spokesman Clark

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4 In *City of Huntington Woods,* 1992 MERC Lab Op 389, the Commission held that an employer did not have a duty to bargain over a proposal by a newly elected union for wage increases retroactive to a period before the union became the bargaining representative. Members of the unit were aware of this holding.

5 I do not find evidence that the Employer otherwise engaged in unlawful direct dealing within the six months prior to the filing of the charge. Although MAP argues that Grant negotiated with Topjian and McCarthy, and Topjian and

with his request for a written offer, Wright knew that the request was not coming from MAP's bargaining committee as a whole. After the May 5 "final proposal," Timpner specifically warned the Employer not to exchange proposals except through the chief spokesmen. Despite this warning, Wright and Mayerich continued to deal with Topjian. As noted above, an employer cannot lawfully deal with employees in circumvention of their bargaining agent even at the employees' request. I conclude that by these actions, Wright and Mayerich attempted to circumvent MAP's bargaining committee and deal with employees instead through Topjian, who they knew supported the Employer's position.

I also conclude that the Employer bargained in bad faith when it presented MAP with two proposals signed only by Mayerich and Wright. As I have found above, the parties agreed at the beginning of negotiations that proposals would be exchanged through the chief spokesmen. Whether or not the Employer violated this agreement when it gave copies of the May "final proposals" to Truskowski instead of mailing them to Timpner, it clearly violated it when it failed to submit the two May proposals through its own chief spokesman Clark. Even if the parties had not agreed on ground rules, however, submission of proposals signed by only two members of the Employer's bargaining team would have raised questions about whether the Employer was bargaining in good faith. In this case, the Employer's bargaining committee was divided on the major issues remaining in dispute, and the Employer never clarified whether the "final proposals" signed by Wright and Mayerich represented its actual position. Instead, Neal, Philpot and Clark told Timpner that the first offer did not represent their position or the position of the Township Board, and Wright and Philpot sent Timpner letters expressing contrary opinions on whether the parties had reached impasse. I conclude that under the circumstances Wright and Mayerich must have anticipated that their decision to present MAP with "final proposals" signed only by them would disrupt the negotiations by creating confusion regarding the Employer's true position. Since MAP could not determine the Employer's actual position and thus could not counteroffer, the uncertainty caused by the offers was certain to bring negotiations to an indefinite halt. For this reason, I conclude that the Employer bargained in bad faith by presenting MAP with the two May proposals and failing to clarify the status of these proposals.

I find MAP's claim that the Employer bargained with the Teamsters and its Section 10(1)(a) and (b) allegations to be without merit. I find that Wright did not promise employees a benefit if they replaced MAP with the Teamsters in his June 15, 2005 letter. MAP and the Employer had tentatively agreed to wage increases retroactive to the expiration of their last contract. Wright's letter simply assured employees that the Employer would not take its retroactive pay offer off the table whichever representative they selected. Moreover, despite Valenti's statement that that he "could get in contact with Wright's office and get a letter," there is no evidence that Wright discussed the retroactive pay issue with any Teamsters representative. I also find that the Employer did not unlawfully favor the Teamsters by permitting employees to wear Teamsters' insignia while on duty while prohibiting employees from wearing MAP pins. The evidence showed only that employees wore t-shirts with Teamsters' insignia while at the Employer's gun range, a site not open to the public, while MAP requested that employees be permitted to wear MAP lapel pins on their regular uniforms. Granting MAP's request would have required the Employer to create an exception to its established policy regarding uniforms and jewelry, and there is no indication that the Employer prohibited employees from wearing MAP clothing at the range.

Remedy:

MAP asserts that the representation petition should be dismissed because a free and fair election cannot be cannot be conducted due to the Employer's unfair labor practices. I agree. I find that the Employer's misconduct above disrupted the bargaining process, that its circumvention of MAP's bargaining committee undermined MAP's authority as the bargaining representative, and that there was a causal connection between the Employer's actions here and employee dissatisfaction with their incumbent union leading to the filing of the petition. *Overnite Transp Co*, 333 NLRB 1392 (2001); *Master Slack Corp*, 271 NLRB 78 (1984). I therefore recommend to the Commission that it issue a cease and desist order, an order requiring the Employer to bargain in good faith with MAP over a successor contract, and an order dismissing the petition.

RECOMMENDED ORDER

Wright "cut a deal" that lead to the May 5 proposal, the record does not support these claims. While Grant admitted to Philpot that he met with Topjian and McCarthy in early 2005, there is no indication that he made them an offer that differed from the Employer's offer at the bargaining table or attempted to persuade them to agree to the Employer's position. There was also no evidence that Wright and Topjian discussed the terms of the May 5 "final proposal."

Brownstown Township, its officers and agents, are hereby ordered to:

1. Cease and desist from violating its duty to bargain in good faith with the Michigan Association of Police (MAP) by circumventing MAP and bargaining directly with employees or engaging in other conduct with the intent of avoiding good faith agreement with the certified bargaining agent.

2. On demand, meet and bargain with MAP in good faith over the terms of a successor collective bargaining agreement.

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

The petition in Case No. R05 F-085 is hereby dismissed.

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 **BROWNSTOWN TOWNSHIP** TO HAVE COMMITTED UNFAIR LABOR PRACTICES IN VIOLATION OF THE MICHIGAN PUBLIC EMPLOYMENT RELATIONS ACT (PERA). PURSUANT TO THE TERMS OF THE COMMISSION'S ORDER

WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT violate our duty to bargain in good faith with the Michigan Association of Police (MAP) by circumventing MAP and bargaining directly with employees or engaging in other conduct with the intent of avoiding good faith agreement.

WE WILL, upon demand, meet and bargain in good faith with MAP over the terms of a successor collective bargaining agreement.

We acknowledge our obligation to bargain in good faith with representatives designated or selected by a majority of public employees in a unit appropriate for such purposes. All of our employees are free to engage in lawful concerted activity through representatives of their own choice for the purpose of collective bargaining.

BROWNSTOWN TOWNSHIP

By: _____

Title: _____

Date: _____

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