

**STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION**

In the Matter of:

COUNTY OF LENAWEЕ,
LENAWEЕ COUNTY SHERIFF'S DEPARTMENT and
LENAWEЕ COUNTY EMERGENCY TELEPHONE
DISTRICT BOARD,

Respondents-Public Employers,

Case Nos. C08 F-118 & C08 F-126

-and-

POLICE OFFICERS LABOR COUNCIL,
Charging Party-Labor Organization.

APPEARANCES:

David B. Gunsberg for the Respondent

Brendon J. Canfield for the Charging Party

DECISION AND ORDER

On March 28, 2011, Administrative Law Judge David M. Peltz issued a Decision and Recommended Order in the above-entitled matter, finding that Respondents have engaged in and was engaging in certain unfair labor practices, and recommending that they 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

Christine A. Dardarian, Commission Chair

Nino E. Green, Commission Member

Eugene Lumberg, Commission Member

Dated: _____

**STATE OF MICHIGAN
STATE OFFICE OF ADMINISTRATIVE HEARINGS AND RULES
EMPLOYMENT RELATIONS COMMISSION**

In the Matter of:

COUNTY OF LENAWEЕ,
LENAWEЕ COUNTY SHERIFF'S DEPARTMENT and
LENAWEЕ COUNTY EMERGENCY TELEPHONE
DISTRICT BOARD,
Respondents-Public Employers,

Case Nos. C08 F-118 &
C08 F-126

-and-

POLICE OFFICERS LABOR COUNCIL,
Charging Party-Labor Organization.

APPEARANCES:

David B. Gunsberg for the Respondent

Brendan J. Canfield for the Labor Organization

**DECISION AND RECOMMENDED ORDER
OF ADMINISTRATIVE LAW JUDGE**

Pursuant to Sections 10 and 16 of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, MCL 423.210 and 423.216, this case was heard at Detroit, Michigan before David M. Peltz, Administrative Law Judge of the State Office of Administrative Hearings and Rules, on behalf of the Michigan Employment Relations Commission. Based upon the entire record, including the transcript of hearing, exhibits and post-hearing briefs filed by the parties, I make the following findings of fact, conclusions of law and recommended order.

The Unfair Labor Practice Charges:

This case arises from unfair labor practice charges filed by the Police Officers Labor Council (POLC) against the Lenawee County Sheriff's Department and the County of Lenawee on June 12, 2008 and June 16, 2008 respectively. The Union amended the charges on February 2, 2009 to add the Lenawee County Emergency Telephone District Board as a named Respondent. Charging Party alleges that Respondents violated PERA on or about April 8, 2008 by unilaterally and without notice or bargaining removing the position of communications division lieutenant, or "dispatch supervisor" as it is more commonly referred to by the parties, from the bargaining unit.

Findings of Fact:

Charging Party represents a supervisory bargaining unit consisting of all full-time sergeants, lieutenants, and captains employed by Lenawee County and the Lenawee County Sheriff's Department, excluding the sheriff, the undersheriff, cooks, account clerks, confidential, part-time, temporary and seasonal employees. Most of the positions within the POLC bargaining unit require certification as a police officer. However, police certification is not required for supervisor positions within the jail division of the Sheriff's Department.

The Lenawee County Dispatch Center (hereafter "the LCDC") was established pursuant to the Emergency 911 Service Enabling Act, MCL 484.1101 *et seq.* to provide emergency dispatch services for 14 police agencies throughout Lenawee County, including the Michigan State Police, and for various fire departments and EMS services within the County. The LCDC is housed within the Sheriff's Department and, for many years, was funded out of the budget of the Sheriff's Department and by the City of Adrian Police Department. In the early 1970's, the County established the Emergency Telephone District Board, or "911 Board", to act in an advisory capacity on issues relating to emergency dispatch services.¹

Until the events giving rise to this dispute, the LCDC was supervised on a day-to-day basis by the dispatch supervisor. For at least 36 years, the dispatch supervisor was included within Charging Party's bargaining unit. The supervisor has always held the rank of lieutenant or captain. The last member of the POLC unit to work in the position of dispatch supervisor was Lieutenant Randall Kelley. Kelly was hired by the Sheriff's Department in 1974 and worked in several positions within the department, including the jail, road patrol and in the traffic division. He was promoted by the sheriff to the position of dispatch supervisor on June 3, 2001.

Kelley's primary duty as dispatch supervisor was to supervise the 16-18 dispatchers assigned to the LCDC. Kelley was responsible for establishing work schedules for the dispatchers and approving personal, vacation and other leave requests. He conducted mandatory meetings with the dispatchers once a month and evaluated their performance on a yearly basis. Kelley had the authority to issue verbal and written reprimands to dispatchers and could recommend the termination of a dispatcher to the sheriff, who would typically accept Kelley's recommendation. Kelley interviewed candidates for vacant dispatcher positions and administered tests to those prospective employees. Hiring decisions were made by the sheriff, based upon Kelley's recommendations. Once hired, new employees of the LCDC were trained by dispatchers under Kelley's direction.

Kelley was responsible for ensuring that the dispatchers were properly certified in the use of the Law Enforcement Information Network (LEIN), a computer system allowing law enforcement personnel to retrieve records including drivers licenses, vehicle registrations and warrants. Kelley obtained and administered the LEIN certification test to

¹ There is no claim that the 911 Board is an independent employer separate and apart from the County of Lenawee.

dispatchers every two years and ensured that the dispatchers were fingerprinted. Kelley worked in conjunction with the County's information technology department to maintain the computer and radio communications systems utilized by the LCDC. Kelly was also responsible for responding to citizen complaints regarding dispatch services, as well as complaints from police and fire chiefs whose agencies utilize the LCDC. Kelley worked with the sheriff in preparing the dispatch center's annual budget.

Kelley generally worked weekdays from 8:00 a.m to 4:00 p.m., although his schedule was flexible. He earned \$28.78 an hour, or roughly \$59,880.70 per year. When Kelley was not at work, the LCDC was supervised by sergeants employed by the Sheriff's Department. As dispatch supervisor, Kelley reported directly to the sheriff and undersheriff. Each month, he attended meetings held by the sheriff for the entire command staff, including the undersheriff, sergeants and other lieutenants, at which Kelley assisted in planning, organizing and coordinating police activities of the Sheriff's Department. He attended monthly meetings of the Fire Chiefs' Association and he served on the Medical Control Board, which oversees ambulance services within the community. Kelley was also secretary to the 911 Board and, in that capacity, was responsible for taking minutes of board meetings. Once a year, Kelley was responsible for preparing the budget for the LCDC, which included employee wages, equipment and furniture maintenance and tower rental space. Kelley also completed an annual audit of the dispatch center and submitted it to the State of Michigan for review.

Kelley wore a police uniform and carried a firearm. As required by the job description for the dispatch supervisor position, Kelley was a certified police officer. He had the authority to make arrests, conduct investigations, assume control in emergency situations, and establish work schedules for patrol officers. However, Kelley never actually arrested any suspects during his tenure as dispatch supervisor, nor did he ever set schedules for employees outside the dispatch center or work as a patrol officer himself. In fact, the record indicates that Kelley had very few duties unrelated to the operation of the LCDC.

Three times a year, Kelley performed duties related to motor races held at the Michigan International Speedway. On those occasions, Kelley worked 24-hour shifts, of which approximately thirty minutes was devoted to supervising patrol officers; the remainder of Kelley's time was spent working in the dispatch center. Kelley was paid for these shifts by the speedway. Because Kelley had extensive experience in accident reconstruction, he was also chosen by the sheriff to be a member of the County's accident reconstruction team. Accident reconstruction duties accounted for less than five percent of Kelley's time. Kelley never received compensation for his work on the accident reconstruction team. When Kelley was called to the scene of an accident during his normal working hours, he would make up the time by working additional extra hours upon his return to the dispatch center.

In 2004, voters within Lenawee County approved a change in the manner by which the LCDC is funded. Effective January of 2005, operations at the LCDC are no longer paid for out of the budget of the Sheriff's Department or by the Adrian Police Department. Rather, the LCDC is now funded by a 911 surcharge attached to landline telephones within

Lenawee County. In conjunction with the change, the County delegated its authority to oversee the budget of the LCDC to the 911 Board.

Sometime after the change in funding, allegations began circulating that the Sheriff's Department was violating the 911 Service Enabling Act by using surcharge funds for activities unrelated to the operation of the LCDC. Specifically, there were complaints from members of the County Board of Commissioners and the 911 Board that money from the Sheriff's Department's budget was being used to compensate Kelley for his duties on the accident reconstruction team and for his work on behalf of the Michigan International Speedway. In addition, there were complaints from police and fire chiefs within the County that the Sheriff's Department was getting favorable treatment with respect to dispatch calls. In response to these allegations, Respondents began exploring the possibility of eliminating the dispatch supervisor and replacing it with a new supervisory position which would be hired by, and under the direction of, the 911 Board.

The reorganization plan was debated at a public meeting of the 911 Board on February 4, 2008, during which the Board considered the appointment of a "Managing Director of the Consolidated Central Dispatch Center." Duane Smith, a labor representative for the POLC, was in attendance at the February 4th meeting. Smith testified that he demanded that Respondents bargain over the elimination of the dispatch supervisor and that he made the Board aware of the Union's concern over the impact such a change might have on the bargaining unit. However, the minutes of that meeting do not reflect that Smith made any such statements to the Board on that date.

James Van Doren, chairman of the Lenawee County Board of Commissioners and a member of the 911 Board, testified that he was not aware of any request from the Union to bargain over the elimination of the dispatch supervisor or the impact of that decision on the bargaining unit. Van Doren testified that he believed the 911 Board was required by the Emergency 911 Service Enabling Act to remove the dispatch supervisor from the Sheriff's Department in order to prevent the commingling of funds.

At a public meeting on February 28, 2008, the County Board of Commissioners proposed a resolution giving the 911 Board the "exclusive authority to hire/appoint the Director of the Consolidated Dispatch Center" to manage the LCDC. Under the resolution, the sheriff "will oversee the day-to-day activities of the Director" and "shall have input into the decision to terminate the Director." The Board of Commissioners passed the resolution at its public meeting on March 12, 2008.

Kelley retired from the Lenawee County Sheriff's Department on March 28, 2008. Rather than immediately hire someone to perform the duties of the new dispatch director position, the 911 Board decided to offer the dispatch director position to Kelley on a temporary basis. Kelley accepted the position and began working for the County as a non-union employee shortly after his retirement became effective. As dispatch director, Kelley continued to perform all of the same duties he previously performed as dispatch supervisor. Although the sheriff no longer had the authority to hire or fire the dispatch director, he continued to oversee the day-to-day operation of the LCDC. Kelley was paid \$28.83 an

hour while working as dispatch director, five cents more per hour than he was paid prior to his retirement. Kelley worked as temporary dispatch director for approximately three months.

In May of 2008, the 911 Board, with the approval of the County Board of Commissioners, hired Gerald Gliwa, Jr. as permanent dispatch director. Gliwa began working for Respondents on June 9, 2008. Kelley stayed on for several weeks to train Gliwa in all of the duties he had been performing as dispatch supervisor and temporary dispatch director.

As dispatch director, Gliwa reports to the 911 Board, which has the authority to fire him or take other disciplinary actions pertaining to his employment. Although the 911 Board is now responsible for managing the LCDC and overseeing its budget, there was conflicting testimony with respect to the scope of that authority. Lawrence Richardson, the Lenawee County Sheriff from 2000 to December of 2008, testified that following the reorganization, his duties with respect to the operation of the LCDC did not undergo any significant changes and that he retained the authority to discipline and fire dispatchers. Similarly, Van Doren testified that the sheriff still has the right to hire and fire the dispatchers employed at the LCDC. In contrast, Gliwa testified that he has the authority to hire and fire dispatchers and that he has in fact exercised that authority by terminating a probationary employee. However, Gliwa admitted that he regularly confers with the sheriff regarding the day-to-day operations of the LCDC and that he and the sheriff have daily discussions on various matters, including the scheduling of dispatchers, employment policies, hiring decisions and employee training.

As dispatch director, Gliwa is responsible for supervising the dispatchers employed at the LCDC. He schedules their work hours, holds meetings with the dispatchers every three months and conducts annual performance evaluations based upon input provided by the on-duty sergeants and shift leaders. He is also responsible for determining what type of training the dispatchers receive and ensuring that they have the proper LEIN certification. If the dispatch center's equipment is not working, Gliwa contacts the County's information technology department or a repair facility to arrange for service. When Gliwa is not at work, the on-duty sergeant, an employee of the Sheriff's Department and member of the POLC bargaining unit, is in charge of supervising the LCDC.

Gliwa attends weekly meetings of the command staff of the Sheriff's Department and periodically meets with the sergeants. He attends monthly meetings of the 911 Board, during which he reports on the activities of the LCDC, presents information relating to the dispatch center's finances and is available for answering questions from the board members. He also serves as secretary to the 911 Board and, in that capacity, prepares the minutes of the board meetings. Gliwa is supposed to attend meetings of the Fire Chief's Association and the Medical Control Board; however, scheduling conflicts often prevent his attendance at those functions. Gliwa is responsible for investigating complaints regarding dispatch services and advising the 911 Board when such issues arise. Once a year, Gliwa prepares the budget for the LCDC.

Although Gliwa was at one time a certified police officer, he has not maintained that certification and was a civilian when he was hired as dispatch director. Gliwa is not a deputized command officer and does not carry a gun or wear a uniform. He has no authority to supervise patrol officers or other employees of the Sheriff's Department, nor does he have any authority to conduct criminal investigations or make arrests. Gliwa sets his own hours but typically works weekdays from 8:00 a.m. to 4:30 p.m. Gliwa's starting salary as dispatch director was \$26.31 per hour, or approximately \$54,733.33 per year. According to the job description for the dispatch director, the position requires a college degree or equivalent business experience, two to five years of budget administration and development and managerial experience; certification as a police officer is no longer a requirement for the position. However, the record is silent with respect to Gliwa's actual educational background or credentials.

At the time the charges were filed in this matter, the POLC, the County and the Sheriff's Department were subject to a collective bargaining agreement covering the period January 1, 2006 to December 31, 2008. Section 4.0 of that agreement gave the County and the sheriff "the customary and usual rights, powers, functions, and authority of management" including the right to "direct, hire, promote, layoff, transfer, assign, and retain employees in positions within Lenawee County" and the authority to "take whatever action is necessary to carry out the duties and obligations of the County to the taxpayers thereof." The zipper clause of the agreement, Section 19, recognized that the parties had waived the right to bargain over any matter not covered by the contract. In February of 2009, while the instant charges were pending, the parties ratified a new four-year collective bargaining agreement for the POLC bargaining unit. The Union did not demand to bargain over the unit placement of the dispatch director during contract negotiations.

Discussion and Conclusions of Law:

Respondents characterize this dispute as one involving the transfer of work pursuant to a reorganization. The reassignment of individual duties from positions in one unit to positions in another unit may be either a mandatory subject of bargaining or a matter reserved to the employer as part of its inherent managerial prerogative, depending on whether the decision is part of a legitimate reorganization, whether the transfer of unit work has a significant adverse impact on unit employees, and whether the decision is based at least in part on cost factors which could be affected by the bargaining process. See e.g. *Local 128, AFSCME v City of Ishpeming*, 155 Mich 501 (1986); *United Teachers of Flint v Flint School District*, 158 Mich App 138 (1986). However, none of those factors are relevant where, as here, the Employer has taken an existing position and, without changing its duties in any material respect, unilaterally removed it from the bargaining unit and declared it to be an unrepresented position.

The composition of a bargaining unit is neither a matter of management prerogative nor a mandatory subject of bargaining, but a permissive subject of bargaining. When parties disagree over the unit placement of a position, the matter is to be resolved by the Commission under the authority granted it by Section 13 of PERA. *City of Warren*, 1994 MERC Lab Op 1019; *Michigan State Univ*, 1992 MERC Lab Op 120, 123. See also *Detroit*

Fire Fighters Assn v City of Detroit, 96 Mich App 543, 544 (1980). An employer may not alter bargaining unit placement unilaterally or after bargaining to impasse, but must either obtain the Union's agreement to changes in bargaining unit composition or obtain an order from MERC by filing an unfair labor practice charge, or if appropriate, a unit clarification petition. *City of Warren, supra*; *Michigan State Univ*, 1993 MERC Lab Op 345. It follows that an employer violates its duty to bargain under Section 10(1)(e) of PERA if it reclassifies a position and unilaterally removes it from the bargaining unit simply by changing its title. *City of St. Clair Shores*, 1988 MERC Lab Op 485.

In the instant case, the record overwhelmingly demonstrates that the dispatch director has the same or substantially similar duties and job functions as the former dispatch supervisor. Both positions are responsible for managing the same staff of dispatchers employed at the LCDC, including scheduling work, approving leave requests, overseeing the training of dispatchers, conducting annual evaluations, holding staff meetings and making sure that the equipment used by the dispatchers is in working order. Although Gliwa was hired by, and reports to, the 911 Board, he works closely with the sheriff and, like Kelley, consults with the sheriff regularly on a wide array of subjects relating to the operation of the LCDC. Respondents contend that positions are different because the dispatch director has been given the authority to hire and fire dispatchers without the approval of the sheriff. As noted, there was conflicting testimony with respect to Gliwa's authority to unilaterally make such personnel decisions. However, even assuming *arguendo* that Gliwa has actual authority to hire and fire dispatchers, this is a distinction without a difference, as the record clearly indicates that Kelley had the effective authority to take such actions.

Both the dispatch supervisor and the dispatch director positions are responsible for preparing the budget for the LCDC. Gliwa, like Kelley before him, serves as secretary to the 911 Board and is responsible for attending command staff meetings held by the sheriff, as well as meetings of the Fire Chief's Association and the Medical Control Board. Compensation for the two positions is similar; Kelly earned about \$59,862.40 per year as dispatch supervisor, while the starting salary for the dispatch director was \$54,733.33. Gliwa works approximately the same schedules as the dispatch supervisor and, like Kelley, his duties are performed by a member of the POLC bargaining unit in his absence. Although the job description for the dispatch director suggests that the position requires a management background, there is nothing in the record to suggest that Gliwa actually has such experience or that prior incumbents lacked those credentials.

When an employer seeks to remove an existing position from an established bargaining unit, the question is not whether the position now has a closer community of interest with another bargaining unit or group, but whether, because of the changes in duties, the position no longer shares a community of interest with the established unit. See *Grand Rapids*, 19 MPER 69 (2006); *Ingham Co*, 1993 MERC Lab Op 808, 812-813; *Northern Michigan Univ*, 1989 MERC Lab Op 139. The Commission has indicated its reluctance to move positions from one unit to another, or to unrepresented status, without a significant change in the nature of the position. *Saginaw Valley State College*, 1988 MERC Lab Op 533. Based on the record, I find that the minor changes to the dispatch supervisor/dispatch

director position, including the shift in supervisory control from the sheriff to the 911 Board, did not in any way destroy its community of interest with the bargaining unit, which already includes other positions which do not require certification as a police officer. Accordingly, I find that Respondents have an obligation to bargain with Charging Party over the terms and conditions of employment of the reclassified position. See e.g. *City of Detroit (Fire Department)*, 20 MPER 79 (2007); *Ingham Co*, 1993 MERC Lab Op 808, 812-813.

Respondents assert that the charges should be dismissed because the Union failed to demand bargaining over the “reorganization” or the effects thereof. Although the record establishes that the creation of the dispatch director position was discussed at public meetings of the County Board of Commissioners and the 911 Board, there is no evidence suggesting that the Union was ever made aware that the “new” position would be excluded from the POLC bargaining unit until after the decision to eliminate the dispatch supervisor was finalized. In any event, given that Respondents unilaterally removed the position from the bargaining unit without any meaningful changes in job duties or responsibilities, no bargaining demand was required. As noted, the Commission has consistently held that an employer may not alter bargaining unit placement unilaterally or after bargaining to impasse, but must either obtain the Union's agreement to changes on bargaining unit composition or obtain an order from the Commission by filing an unfair labor practice charge, or if appropriate a unit clarification petition. *City of Grand Rapids*, 19 MPER 69 (2006); *Livonia Pub Schs*, 1996 MERC Lab Op 479; *Michigan State University*, 1993 MERC Lab Op 345.

Respondents assert that the POLC waived its right to object to the creation of the “new” non-union dispatch director position by agreeing to Sections 4.0 and 19 of the collective bargaining agreement. I disagree. A waiver of bargaining rights under PERA must be clear, unmistakable and explicit. *Southfield Police Officers Ass'n v Southfield*, 152 Mich App 729 (1987); *Lansing Fire Fighters v Lansing*, 133 Mich App 56 (1984). The Commission has repeatedly held that a zipper clause or a broadly worded management rights provision which makes no specific reference to the subject at issue does not constitute a waiver, requiring instead that such a waiver be clear, unmistakable, and explicit. See e.g. *Interurban Transit Partnership*, 17 MPER 40 (2004); *City of Roseville*, 1982 MERC Lab Op 1377, 1386. For example, in *City of Warren*, 1994 MERC Lab Op 1019, 1023-1024, the Commission held that a contract provision which gave the employer the unilateral right to assign bargaining unit work to nonunit employees did not authorize it to create a “new” position outside the unit with the same duties as an abolished position. See also *Michigan State Univ*, 1992 MERC Lab Op 120 (contract language giving employer the right to “establish, eliminate or change classifications” did not authorize the employer to remove a position from the bargaining unit).

I also find no merit to Respondents’ assertion that the POLC waived its right to pursue the instant charges by agreeing to a new collective bargaining agreement after the “reorganization” had already occurred. The Union filed unfair labor practice charges in response to the creation of the “new” dispatch director position and those charges were still pending at the time the parties settled their 2009-2012 collective bargaining agreement. There is no suggestion in the record that the parties agreed that this unit placement dispute

had been resolved or that withdrawal of the charges was a condition precedent to the execution of the contract. Even assuming arguendo that a Union can contractually waive its right to have the Commission decide disputes over unit placement, there can be no finding of a waiver under these circumstances. See e.g. *Huron Valley Schools*, 1984 MERC Lab Op 201 (when a union makes known its desire to represent a new position promptly and files a unit clarification petition shortly after the execution of a new contract, it does not waive its right to accrete by failing to insist on the accretion during negotiations).

Lastly, Respondents argue that the removal of the dispatch supervisor position from the Sheriff's Department was necessary to comply with the requirements of the Emergency 911 Service Enabling Act, which allegedly prohibits using surcharge funds for purposes other than the provision of 911 services. Even if Respondents' interpretation of the Emergency 911 Service Enabling Act is correct, the problem could have been remedied without resorting to the unilateral removal of the position from the bargaining unit. For example, Respondents could have simply prohibited the dispatch supervisor from performing any duties which did not directly relate to the operation of the LCDC. Alternatively, the dispatch supervisor could have been paid separately by the Sheriff's Department for any work which might have otherwise conflicted with the Emergency 911 Service Enabling Act. In any event, the Michigan Supreme Court has consistently construed PERA as the dominant law regulating public employee labor relations and has held that the bargaining obligation under PERA prevails over conflicting legislation, charters, ordinances, or resolutions. *IAFF, Local 1383 v City of Warren*, 411 Mich 642 (1981); *Pontiac Police Officers Assn v City of Pontiac*, 397 Mich 674 (1976); *Detroit Police Officers Assn v City of Detroit*, 391 Mich 44 (1974). Accordingly, the provisions of the Emergency 911 Service Enabling Act do not excuse Respondent from their duty to bargain under PERA.

I have carefully considered the remaining arguments of the parties and conclude that they do not warrant a change in the result. I conclude that by unilaterally removing the dispatch director position from Charging Party's bargaining unit without its agreement or an order of the Commission, Respondents breached their bargaining obligation in violation of Section 10(1)(e) of PERA. In accordance with the findings of fact and conclusions of law set forth above, I recommend that the Commission issue the following Order:

RECOMMENDED ORDER

Respondents Lenawee County, Lenawee County Sheriff's Department and the Lenawee County Emergency Telephone District Board, their officers and agents, are hereby jointly ordered to:

1. Cease and desist from refusing to bargain in good faith with Charging Party Police Officers Labor Council.
2. Refrain from removing positions from Charging Party's bargaining unit through reclassification or other means without Charging Party's agreement or an order from this Commission.

3. Restore the position of dispatch supervisor or dispatch director to the bargaining unit represented by Charging Party without reducing the compensation currently paid for that position, and upon demand, bargain with Charging Party over the terms and conditions of employment for said position.

4. Make Charging Party whole for the loss of dues/fees resulting from Respondents' unlawful removal of the dispatch supervisor or dispatch director position from the bargaining unit by paying Charging Party a sum equivalent to the dues that the employee in that position would have paid from the date the position was unlawfully removed from Charging Party's bargaining unit until such time as the position is returned to the bargaining unit and the employee in the position begins paying Charging Party either dues or agency fees.

5. Post the attached notice to employees in conspicuous places on Respondents' premises, including all places where notices to employees in Charging Party's bargaining unit are normally posted, for a period of thirty (30) consecutive days.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

David M. Peltz
Administrative Law Judge
State Office of Administrative Hearings and Rules

Dated: March 28, 2011

NOTICE TO ALL EMPLOYEES

After a public hearing before the Michigan Employment Relations Commission, the COUNTY OF LENAWEЕ, the LENAWEЕ COUNTY SHERIFF'S DEPARTMENT and the LENAWEЕ COUNTY EMERGENCY TELEPHONE DISTRICT BOARD, public employers under the PUBLIC EMPLOYMENT RELATIONS ACT (PERA), have been found to have committed unfair labor practices in violation of this Act. Pursuant to the terms of the Commission's order, we hereby notify our employees that:

WE WILL cease and desist from refusing to bargain in good faith with Charging Party Police Officers Labor Council.

WE WILL refrain from removing positions from Charging Party's bargaining unit through reclassification or other means without Charging Party's agreement or an order from this Commission.

WE WILL restore the position of dispatch supervisor or dispatch director to the bargaining unit represented by Charging Party without reducing the compensation currently paid for that position, and upon demand, bargain with Charging Party over the terms and conditions of employment for said position.

WE WILL make Charging Party whole for the loss of dues/fees resulting from our unlawful removal of the dispatch supervisor or dispatch director position from the bargaining unit by paying Charging Party a sum equivalent to the dues that the employee in that position would have paid from the date the position was unlawfully removed from Charging Party's bargaining unit until such time as the position is returned to the bargaining unit and the employee in the position begins paying Charging Party either dues or agency fees.

ALL of our employees are free to engage in lawful activity for the purpose of collective bargaining or other mutual aid and protection as provided in Section 9 of the Public Employment Relations Act.

COUNTY OF LENAWEЕ

By: _____

Title: _____

LENAWEЕ COUNTY SHERIFF'S DEPARTMENT

By: _____

Title: _____

LENAWEE COUNTY EMERGENCY TELEPHONE DISTRICT BOARD

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 Building, 3026 W. Grand Blvd, Suite 2-750, P.O. Box 02988, Detroit, MI 48202-2988. Telephone: (313) 456-3510.