

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

In the Matter of:

COUNTY OF WASHTENAW and  
WASHTENAW COUNTY SHERIFF'S DEPARTMENT,  
Public Employers,

Case No. R05 D-074

-and-

MICHIGAN ASSOCIATION OF POLICE,  
Petitioner-Labor Organization,

-and-

POLICE OFFICERS ASSOCIATION OF MICHIGAN,  
Incumbent-Labor Organization.

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APPEARANCES:

Gallagher & Gallagher, PLC, by Paul Gallagher, Esq., for the Public Employers

Pierce, Duke, Farrell & Tafelski, PLC, by M. Catherine Farrell, Esq., for the Petitioner

Martha M. Champine, Esq., Assistant General Counsel, for the Incumbent

**DECISION AND ORDER DISMISSING  
PETITION FOR REPRESENTATION ELECTION**

Pursuant to Sections 12 and 13 of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, MCL 423.212 and 412.213, this matter was assigned to David M. Peltz, Administrative Law Judge for the Michigan Employment Relations Commission. On or before August 8, 2005, the parties agreed to a stipulation of facts in lieu of a formal hearing. Based upon the entire record, including the stipulation, exhibits, and briefs, the Commission finds as follows:

The Petition:

In the petition for representation election filed on April 21, 2005, and amended on May 11, 2005, the Michigan Association of Police (MAP) seeks to sever police officers, detectives, and emergency dispatchers from a broad unit of nonsupervisory employees currently represented for purposes of collective bargaining by the Police Officers Association of Michigan (POAM).

Petitioner contends that severance is appropriate because the existing bargaining unit consists, in part, of employees who are ineligible for compulsory arbitration under 1969 PA 312, as amended MCL 423.231 *et seq.* The County of Washtenaw and the Washtenaw County Sheriff (the Employers) and the POAM oppose the petition, arguing that it is barred by Section 14 of PERA.

Facts:

The stipulation of facts submitted by the parties in this matter provides, in pertinent part:

4. The County of Washtenaw Board of Commissioners and Washtenaw County Sheriff and POAM are operating under a collective bargaining agreement in effect beginning January 1, 2002 through December 31, 2006, a five year contract.
5. This agreement was ratified by the local union November 25, 2002, subject to final approval by the POAM.
6. This [a]greement was approved by the County of Washtenaw Board of Commissioners in a resolution dated December 4, 2002, and . . . was voted on in a public meeting held on that date.
7. Retroactive pay checks were issued to all bargaining unit employees on December 20, 2002.
8. A final collective bargaining agreement was signed by the duly authorized Union representative on May 23, 2003.
9. After the duly authorized union representative signed the agreement on May 23, 2003, and before it was signed by County of Washtenaw Board of Commissioners Chairperson, Leah Gunn at an open meeting of the Board of Commissioners on June 4, 2003, it was also signed by Sheriff David J. Minzey.
10. This collective bargaining agreement was signed and sealed by the County Clerk, Peggy M. Haines, on June 9, 2003.
11. There are no other unit composition issues including but not limited to the Petitioner's ability to petition for a severance of the law enforcement unit from the original unit.

Conclusions of Law:

The sole issue to be decided in this matter is whether MAP's April 21, 2005 petition for election was timely filed under Section 14 of PERA, which provides that a valid collective

bargaining agreement may bar an election for a period of up to three years. Section 14 of PERA states, in pertinent part:

An election shall not be directed in any bargaining unit or sub-division thereof where there is in force and effect a valid collective bargaining agreement which was not prematurely extended and which is of fixed duration. A collective bargaining agreement shall not bar an election upon the petition of persons not parties thereto where more than three years have elapsed since the agreement's execution or last timely renewal, whichever was later.

The window period during which a valid petition for election may be filed for public employees covered by PERA, other than school employees, is from 150 to 90 days prior to the expiration of the collective bargaining agreement. Rule 141(3)(b) of the Commission's General Rules, 2002 AACRS, R 423.141(3)(b). This window period is intended to stabilize collective bargaining by allowing the last 90 days of an agreement to be free from questions concerning representation. *Garden City Bd of Ed*, 1989 MERC Lab Op 1045.

The Employers and the POAM contend that MAP's petition for election should be dismissed because it was filed on April 21, 2005, more than 150 days prior to the expiration of the third year of the five-year contract, beginning with May 23, 2003, the date the agreement was signed by the Union. According to MAP, the contract bar period in this case should begin on January 1, 2002, the effective date of the POAM's current agreement with the Employers. Therefore, MAP contends that the petition is timely because it was filed more than three years after the expiration of the third year of the contract.

We disagree with MAP's assertion that reliance on the effective date of the collective bargaining agreement is the only way to prevent the parties from arbitrarily extending the contract bar period in contravention of Section 14 of PERA. Citing *City of Warren*, 1986 MERC Lab Op 101, MAP urges us to follow the rule of the National Labor Relations Board holding that the three-year contract bar runs from the effective date of contract. In *City of Wyandotte, Police Dep't*, 1999 MERC Lab Op 289, 294-296 we distinguished *City of Warren* and explained that the NLRB's contract bar rule is not the result of a statutory provision, "it is 'self-imposed and discretionary in application,'" and not analogous to the contract bar rule under PERA.

Although Section 14 of PERA states that the contract bar period begins to run from the date of "execution," that term is not specifically defined within the Act. When terms are not expressly defined by statute, it is appropriate to consult dictionary definitions. Words should be given their common, generally accepted meaning, if consistent with the legislative aim in enacting the statute. *Tull v WTF, Inc*, 268 Mich App 24 (2005); *Rose Hill Center, Inc v Holly Twp*, 224 Mich App 28, 33 (1997). In this context, "execution" is generally understood to mean the "[v]alidation of a written instrument, such as a contract or will, by fulfilling the necessary legal requirements." *Black's Law Dictionary* (8th ed. 2004). A collective bargaining agreement is considered complete and binding upon the parties once it is reduced to writing and signed or, if required, upon ratification by the parties. See e.g. *City of Pontiac*, 1992 MERC Lab Op 245; *Shelby Twp*, 1989 MERC Lab Op 704, 708-709. See also MCL 423.215, which permits the

“execution” of a negotiated collective bargaining agreement by incorporation in a “written contract, ordinance or resolution.”

In the instant case, the POAM and the Employers reached a tentative agreement on a five-year collective bargaining agreement covering the period January 1, 2002 to December 31, 2006. Although that agreement remained unsigned until May 23, 2003, it was ratified by the members of the bargaining unit on November 25, 2002, and by the Employers on December 4, 2002. We conclude that the contract bar period began to run on December 4, 2002, when the agreement became final and binding on the parties, and that the subsequent signing of the written document incorporating the terms of that agreement was a mere formality or ministerial act. See e.g. *City of Brighton*, 1990 MERC Lab Op 329, 331-332; *Shelby Twp, supra*; *City of Lincoln Park*, 1982 MERC Lab Op 479, 492-493 (no exceptions); *Dickinson Co Memorial Hosp*, 1978 MERC Lab Op 1250, 1254. Accordingly, the April 21, 2005, petition for election must be dismissed because it was filed by MAP more than 150 days prior to the expiration of the third year of the five-year agreement.

**ORDER**

Based upon the above findings of fact and conclusions of law, the petition for a representation election filed by MAP is hereby dismissed.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

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Nora Lynch, Commission Chairman

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Nino E. Green, Commission Member

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Eugene Lumberg, Commission Member

Dated: \_\_\_\_\_