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MAINE STATE EMPLOYEES ASSOCIATION,)	
SEIU LOCAL 1989,)	
	Complainant,)	
)	DECISION AND ORDER
	v.)	
)	
YORK COUNTY,)	
)	
	Respondent.)	
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The Maine State Employees Association ("MSEA" or "Union") filed this prohibited practice complaint on July 7, 2003. The complaint alleges that York County refused to bargain in good faith with the Union in violation of §964(1)(A) and (1)(E) of the Municipal Public Employees Labor Relations Law ("MPELRL"), 26 M.R.S.A. §§961 et seq., by refusing to meet within 10 days of the Union's request to bargain, by refusing to bargain over mandatory subjects of bargaining as requested, and by generally repudiating the collective bargaining obligations with respect to employees of the York County Probate Office. Timothy Belcher, Esq., represented the Union and Timothy O'Brien, Esq., represented York County.

On October 8, 2003, Chair Jared des Rosiers conducted a pre-hearing conference and heard oral argument on the County's motion to defer to arbitration. The motion to defer was denied in the Prehearing Conference Memorandum and Order dated October 23, 2003, and that denial was not appealed. The full Board, consisting of Chair des Rosiers, Alternate Employer Representative Edwin S. Hamm and Alternate Employee Representative Wayne W. Whitney, met for the evidentiary hearing on March 4 and March 23, 2004.

The original deadline for the post-hearing briefs was extended by joint request of the parties due to the anticipated release of the Maine Law Court's decision in a related matter. The briefs and reply briefs were all received by June 2, 2004. The Board met to deliberate this case on June 8, 2004.

FACTS

1. The executive body for York County is the five-member Board of County Commissioners, with Mr. William Layman serving as the Chair. All of the County Commissioners are elected positions. The day-to-day operation of county government is overseen by the County Manager, Mr. David Adjutant.
2. The Maine State Employees Association (MSEA) represents a bargaining unit of county government employees performing clerical and support functions in various county departments, including the Probate Office, the District Attorney's Office, the Deeds Office, the Treasurer's Office and the Sheriff's Office. There are about 30 different job classifications in the bargaining unit.
3. Ms. Jennifer Kern was elected President of the local union in the fall of 2002. Mr. Ron Gouin was the Shop Steward for the unit until the beginning of 2004. Ms. Leslie Manning is a Field Service Representative with MSEA and is responsible for the York County bargaining unit, among others. MSEA's Director of Field Services is John Graham.
4. Within the Probate Office, there are five employees whose positions are in the bargaining unit represented by MSEA. Two positions are excluded from the bargaining unit: the Register of Probate, an elected position that is excluded from bargaining by §962(6)(A), and the Deputy Register of Probate, a position that was recently placed in a supervisory unit.

5. The Probate Judge is an elected position also excluded from the bargaining unit. Three provisions of the Probate Code concern the Probate Judge's authority with respect to the Register of Probate. 18-A M.R.S.A. §1-305 specifically states "The register shall be subject to the supervision and authority of the judge of the court in which such register serves." 18-A M.R.S.A. §1-507 also requires the Probate Judge to constantly inspect the work of the Register to ensure the duties of office are performed properly. The third provision, §1-508, states:

§1-508. Register incapable or neglects duties

When a register is unable to perform his duties or neglects them, the judge shall certify such inability or neglect to the county treasurer, the time of its commencement and termination, and what person has performed the duties for the time. Such person shall be paid by the treasurer in proportion to the time that he has served and the amount shall be deducted from the register's salary.

6. Ms. Diane Dennett was elected Register of Probate in the fall of 2000 and began serving in January of 2001.
7. Ms. Dennett had difficulty learning the duties of her new position and demonstrated a variety of performance problems. Matters were not being processed in a timely fashion by the Register or were processed improperly and had to be redone by other Probate Office employees. There were complaints from the public and attorneys who worked regularly with the Probate Office regarding problems stemming from the performance of Ms. Dennett as Register of Probate.
8. The Probate Office employees first went to the Probate Judge in February or March of 2001 to report on the performance problems of the Register. The Probate Judge attempted to instruct the Register on the proper procedures, but the

- problems would always reappear soon after. The employees felt that the Judge was overly concerned that they respect Ms. Dennett as an elected official and that he was not forceful enough in addressing her performance shortcomings.
9. In addition to the performance issues, the Probate Office employees were concerned with the bizarre behavior of the Register of Probate. Ms. Dennett had told them a number of strange stories that caused them some concern. One such story was that the police chased her on the highway while she was driving her Corvette. The truckers came to her aid by making a line with their trucks and she then drove her Corvette underneath a tractor trailer. During the summer of 2001, she also told them she had a gun and knew how to use it. She said she had shot an intruder coming into her house and killed him; that she had gone into a courtroom in New Hampshire with a gun in her purse and had been tackled by the security guard when she went through the metal detector.
 10. One day in October of 2001, Deputy Register Carol Lovejoy noticed that Ms. Dennett was acting in a particularly strange manner. She was muttering to herself, "I've got to do something" and "Nobody's going to like it." Ms. Lovejoy and the employees were very concerned. Ms. Lovejoy went to Mr. Adjutant and told him that Ms. Dennett was acting very strangely, and that he might want to alert security. Mr. Adjutant observed Ms. Dennett for a while and then ordered a lock down of the building that night and posted a security guard at the rear entrance.
 11. The Probate Office issue was a specific agenda item for a County Commissioners meeting in October of 2001. Many, if not all, of the Probate Office employees attended, as well as the Register of Probate, the Probate Judge and a paralegal from a law firm. The paralegal attempted to

complain about the slowness of getting petitions processed. Ms. Dennett disputed this. Mr. Layman, the Chair of the Commissioners, testified that Judge Nadeau then "took over" and started to make accusations which Mr. Layman thought turned it into a political issue. After Judge Nadeau kept "pushing this issue," Mr. Layman testified that he:

. . . I turned around and told him, I said, well, if you want to run the county, why don't you run the county, because these are county employees, they're hired by us, they can only be fired by us, and you're a judge, but you're only a judge of probate, you're not a civil judge. So he got a little upset with that, and he said, well, you have always determined that you're going to run the--I said absolutely; under state law, Title 30, section 102, county commissioners have final authority over all department heads whether they're elected or appointed. And I asked at that time, I said why don't you take and give me the names of the attorneys who have made some kind of accusations against probate court; I will contact them personally. They promised me they would give me a listing of that; to this day I have not received that list. And then I turned around to him and I said, Mr. Nadeau, where I come from, I said I come from the Appalachian Mountains, we have an old saying: If you have problems within your family, take them to the woodshed and straighten it out, and I would advise you to do that. And with that the meeting adjourned.

12. On November 1, 2001, Judge Nadeau certified a change in job duties of the Deputy Register and the Register of Probate and directed that their respective salaries be switched. By this action, the Deputy Register of Probate formally assumed many, but not all, of the duties of the Register of Probate.
13. By February 2002, Ms. Lovejoy was having difficulty with the stress of doing her own job in addition to many of the Register's duties. She went to the Probate Judge to get his assistance in reducing her workload. Together, they decided to assign some of the Deputy Register duties to various

employees in the bargaining unit. The bargaining unit employees performed these added duties without any additional compensation.

14. At some point during 2002, the Register of Probate became concerned with the fact that personal phone calls were being made by the Probate Office employees. She tried to identify phone calls made by employees by pouring over the telephone logs from the Commissioners' Office and using the internet to identify who had been called. Register Dennett contacted the District Attorney's office to see if charges could be filed against employees for making personal phone calls. In the fall of 2002, the Probate Judge had a meeting with all the employees and the Register on this issue. He then issued a memo directing the employees to limit the number of personal phone calls.
15. In addition to work quality issues, there were also concerns about the number of hours the Register actually worked. The Register often came in late and left early and sometimes came in late at night to work. After discussing the matter with the Deputy Register, Judge Nadeau attempted to institute the use of time clocks in the Probate Office in order to better track the hours worked by the Register of Probate. The effort to use time clocks was unsuccessful.
16. In November of 2002, the Probate Judge met with the Register of Probate and the Deputy Register of Probate. The Judge instructed the Register to provide him with a written itemization of time spent on specific probate matters over the following two weeks. She eventually provided him a handwritten sheet but it did not contain any information on the amount of time the Register was spending on any probate matters, as the Judge had requested. It contained various notations such as "Anne and Carol had popcorn for lunch,"

what time people left work, but nothing on her own work on probate matters.

17. On November 27, 2002, York County Probate Judge Robert Nadeau wrote a letter to York County Treasurer James Atwood. The letter had as its subject line "Immediate Statutory Change of Salaries" and stated:

Pursuant to the provisions of 18-A M.R.S.A. §1-508, I hereby certify that I find the York County Register of Probate to have continued to be unable to perform various duties reserved to her during the past year. Such inability and neglect are clearly likely to continue in the absence of corrective action which I have now ordered within the office of the York County Registry of Probate.

Accordingly, to address the foregoing, I direct that you shall immediately reduce the amount paid from the previously authorized salary of the Register of Probate from its existing level of \$37,565/year to \$23,210.41/year, and that you pay over to the following persons to whom the Register's duties have been re-assigned the following amount from the difference:

The letter then listed 6 job titles with corresponding payments ranging from \$20/week for the Temporary Clerk to \$71.55/week for the Deputy Register of Probate. The letter was copied to all of the affected employees, the County Manager, the Chair of the County Commissioners, and the Chair of the York County Budget Committee.

18. In mid-December, the Probate Office employees came to the Union President, Ms. Jennifer Kern, with the Judge's letter. She had not known about the Judge's Nov. 27th letter until this time. The employees felt that they had a valid grievance because they had not received any money. Ms. Kern contacted the MSEA office and was instructed by John Graham to write a letter requesting bargaining.
19. Union President Kern wrote to the County Manager, David Adjutant, on December 27, 2002. Her letter states:

It has been brought to my attention that on November 27, 2002, an immediate statutory change in salaries was requested from Judge Robert M.A. Nadeau for MSEA Unit covered employees for higher compensation due to additional job duties and responsibilities. Please see November 27th letter attached.

As President of Local 1297, I request impact negotiations on these proposed changes at your earliest convenience.

Please contact me as soon as possible so that we may discuss this issue.

This letter was copied to the Probate Judge, William Layman as Chair of the County Commissions, two Field Representatives at MSEA and the affected employees.

20. Mr. Adjutant testified that he did not recall having any discussions with any union representatives about Judge Nadeau's order when it was issued. Mr. Adjutant testified that he believed that he spoke with Shop Steward Ron Gouin about this issue after receiving Ms. Kern's December letter. Although he could not recall the specific conversation, Mr. Adjutant was confident that he would have indicated to Mr. Gouin that there was some dispute about Judge Nadeau's authority to issue the directive.
21. In a memo dated January 7, 2003, with a subject line of "Probate Office Inquiry," County Manager Adjutant responded to Ms. Kern with the following:

In response to your earlier, written inquiry on behalf of unit covered County employees working in the Probate Office. Please be advised of the following facts:

- At this time, no grievance(s) are on file with this office.
- On January 02, 2003, an Executive Session was convened as an item on the County Commissioner Meeting agenda re: the Probate Office.
- No discussion or vote followed conclusion of the Executive Session.
- By requirement of 1 M RSA §405, no

further comment on the content of that Executive Session can be made.

This memo was copied to the County Commissioners, York County's counsel G. Libby, the County Treasurer, and Mr. Gouin.

22. The Probate employees received one paycheck that included an additional amount in response to the Judge's directive in late 2002 or early 2003, although it is not clear when this occurred. It is undisputed that this payment did not continue beyond this one check.
23. Toward the end of January 2003, the Union had a meeting with the Probate Office employees. The meeting was attended by Ms. Manning, Ms. Kern, and Mr. Gouin, in addition to the Probate Office employees. Ms. Kern first learned of the bizarre behavior of Register Dennett at this meeting. The outcome of the meeting was that Ms. Kern would make a second request to bargain over the wage and workload issue and that they would also file a grievance on the workplace safety and security issue. They also decided that Mr. Gouin would meet with Mr. Adjutant to discuss these issues. Mr. Gouin had this meeting on January 29, 2003. Mr. Adjutant told him that the matter was pending in litigation and that his hands were tied.
24. Mr. Adjutant claims he had several meetings with Mr. Gouin between January 7th and January 30th, 2003. He described these meetings as informal, stating:

... If [Ron Gouin] had questions or was merely trying to clarify information on behalf of his unit members, it was not uncommon for Ron to stop by my office early in the morning and say, Can we talk about this? Can you help me understand this? And I know we had some of those conversations. . . . [With respect to Judge Nadeau's order], I attempted to help him understand the county's position wasn't that we

were taking a side on this issue of whether or not the employees were or were not doing the work, or whether they were entitled to additional compensation, but it was a mere technical issue as to whether or not Judge Nadeau had the authority to direct the action that he had, and that I not being an attorney had to defer to people with that knowledge and that it was being pursued through a court process, and that until that happened that I felt that I had no authority to act in one regard or another.

25. On January 30, 2003, Ms. Kern again wrote to Mr. Adjutant stating:

Acknowledge receipt of this letter as 2nd Request for impact negotiations (see 1st request attached, dated 12/27/02), regarding the additional job duties and responsibilities from MSEA Unit Covered Employees. Also attached, please note your response to my first request.

Please contact me at your earliest convenience so that we may schedule a date and time to commence collective bargaining on this issue.

This letter was copied to Judge Nadeau, Commissioner Layman, Ms. Manning, and Mr. Gouin.

26. Mr. Adjutant testified that he believed he also had a meeting with Mr. Gouin following receipt of the January 30th letter and again explained the County's position on Judge Nadeau's order. Neither the MSEA Field Representative, Ms. Manning, nor Ms. Kern were aware of any meetings that Mr. Adjutant had with Mr. Gouin on these issues other than the January 29, 2003, meeting. Ms. Kern testified that she would have expected Mr. Gouin to have reported to her if he had met with Mr. Adjutant on other occasions. Mr. Adjutant acknowledged that the discussions with Mr. Gouin were not formal negotiating sessions or formal grievance meetings.
27. On February 3, 2003, County Manager Adjutant wrote the

following to President Kern:

This writing is in response to your correspondence dated January 30, 2003 re: impact negotiations.

As you may know, issues relating to the Probate Office are currently awaiting adjudication in Superior Court. Pursuant to advice from legal counsel to the County, no action can or will be taken until issues have been resolved in Superior Court.

This letter was copied to the Commissioners, Judge Nadeau, Ms. Manning, and Mr. Gouin.

28. Sometime in early 2003, there was an incident that occurred between Register Dennett and Deputy Register Lovejoy that disturbed the Probate Office employees and added to their concerns about the security of their workplace. Ms. Lovejoy had made corrections to a docket sheet that Ms. Dennett had typed. Ms. Lovejoy was in her office with her back to the door and Ms. Dennett came in quietly then slammed her book down very hard and said "I'm not going to take this anymore." Ms. Dennett wanted to know why Ms. Lovejoy had made the changes. Ms. Lovejoy tried to act calmly even though she was very scared and explained what she had done. When Ms. Dennett left the office, Ms. Lovejoy took a deep breath and went back to doing what she was doing. She turned around again and saw Ms. Dennett just standing in the doorway, saying nothing, just staring at her in a manner that made Ms. Lovejoy feel very threatened.
29. The collective bargaining agreement has a detailed five-step grievance procedure, which includes binding arbitration as the final step. The agreement states that a meeting between the parties "shall be held" at each step of the grievance procedure.
30. On January 30, 2003, Mr. Gouin filed a "class action" grievance on the failure of the employer "to compensate

probate court employees as directed by judge." It alleged a violation of the preamble and the compensation articles of the collective bargaining agreement. The remedy sought back pay for Probate Office employees "due to a re-assignment of duties and pay as per Judge Robert M.A. Nadeau." Mr. Gouin presented this grievance in hand to Mr. Adjutant, at which time Mr. Adjutant denied it orally.

31. On February 4, 2003, Ms. Manning filed a grievance on behalf of the Probate Office employees alleging violations of the contract's Preamble and Security articles. The Union grieved over:

the hostile work environment created by the unstable and volatile actions of the supervisor; the surveillance of the employees, the threats and intimidation issued by the supervisor and the impact that these actions have on the productivity, morale and efficient operation of the employees of the Probate Court.

As a remedy, the Union sought:

The removal of the immediate supervisor from the workplace and her continued removal until such time as the County can guarantee an atmosphere conducive to professional conduct, civil discourse and a safe work environment.

32. Mr. Adjutant responded to the grievance of January 30th in a letter dated February 18, 2003, addressed to Mr. Gouin and copied to the MSEA office and Ms. Kern. He denied the grievance, stating:

. . . All matters pertaining to issues involving the Probate Court and Probate Office have been advanced to Superior Court where action is pending. Legal counsel to the County advises that, due to this action, neither I, nor the County Commissioners, could take action.

I am further denying this grievance on the grounds that, while Judge Nadeau does have

certain authority pursuant to 18 MRSA § 503, his directive of November 27, 2002 is not within that scope of authority.

33. Mr. Adjutant responded to the February 4th grievance filed by Ms. Manning in a letter also dated February 18, 2003. In denying the grievance, Mr. Adjutant wrote:
- ... All matters regarding the operation of the Probate Court and Probate Office are currently pending in Superior Court.
- Beyond that point, neither I, nor the County Commissioners, have legal authority from preventing any elected official from access/egress to County property. Lacking this authority, no action can or will be taken on this filing.
34. Mr. Adjutant testified that although he did not recall the specific conversations, he is confident that the issue of employee security and the County's inability to bar Register Dennett from entering the building were sufficiently important that he probably discussed it with Ms. Manning, Ms. Kern and Mr. Gouin on more than one occasion.
35. By letter of March 11, 2003, directed to Commissioner Layman, Ms. Manning attempted to invoke the next step of the grievance procedure for both grievances by requesting a hearing before the County Commissioners. The employer did not respond to the Union's request.
36. By letter of April 7, 2003, directed to the County Manager, MSEA demanded that the two grievances be submitted to arbitration. Ms. Manning identified her preference for an arbitrator. The letter was copied to Commissioner Layman and Ms. Kern.
37. Mr. Adjutant wrote to Ms. Manning on April 9, 2003, noting that the grievances had been previously denied due to a "lack of a grievable issue and advice of legal counsel" and that "those conditions remain unchanged." Mr. Adjutant

- agreed to Ms. Manning's choice of an arbitrator but noted that they objected to the arbitrability of the issue.
38. In the meantime, Ms. Dennett worked somewhat regularly until April 22, 2003. An incident occurred on April 18, 2003 in which Ms. Dennett and Ms. Stephanie Lekakos were trying to pass each other in a narrow aisle of the "stacks" portion of the office, where old books and records were kept. Ms. Dennett moved to the side to allow the employee to pass. According to Ms. Lekakos, there was no physical contact. She did not hear anything about the incident until the following week.
39. According to Mr. Adjutant, Ms. Dennett came to his office on April 18th claiming that she and the employee had collided and that her shoulder was sore and she was going to get medical attention. She reported it as a workers' compensation incident to Mr. Adjutant. On the following Tuesday, Ms. Dennett worked part of the day and again stopped by for a workers' compensation claim form. Even though her workers' compensation claim was denied, she has not been back to work since that time, other than the one partial day in October of 2003 described below.
40. Ms. Dennett did not use the term "assault" when describing the incident to Mr. Adjutant, although he did testify that there were rumors that Ms. Dennett was going to file an assault charge against Ms. Lekakos. When Ms. Lekakos first heard that Ms. Dennett was talking about an assault charge, she was very concerned and came to Mr. Adjutant to explain what actually happened. He reassured her and told her he believed her account of the incident and not to worry about it. Nonetheless, she was concerned that Ms. Dennett might decide to file an assault charge against her at some point.
41. On June 11, 2003, Ms. Manning wrote to Mr. Adjutant in

reference to another "directive" from the Probate Judge dated the previous day, which sought to increase the salaries of various Probate Office employees. Ms. Manning included a proposed memorandum of agreement on these new wages. The letter also indicated that if Mr. Adjutant was unable to sign that agreement, the letter should be considered "a 10-day notice, pursuant to 26 MRSA § 965(1)(B), to meet and negotiate over the implementation of Judge Nadeau's various orders, including his June 10, 2003 directive to Treasurer Atwood."

42. In a letter dated June 19, 2003, Mr. Adjutant responded at length to Ms. Manning's letter. Mr. Adjutant wrote:

I am writing in response to your letter of June 11, 2003, regarding the order entered by Judge Nadeau on June 10, 2003, regarding his belief that the compensation of certain employees working in the Probate Office should be increased. I understand from your letter that the Union is taking the position that the mere issuance by Judge Nadeau of the order, establishes a new legal, minimum compensation standard for these employees. York County's position is that the validity of the order is currently the subject of litigation in the Superior Court. If the order is determined to be valid and effective, York County believes that the order is just the first step in a process through which a determination can then be made as to whether or not the compensation of any employee should be increased. The final authority to make job and wage-related decisions rests with the County Commissioners. As a result, York County is not in a position to sign the Memorandum of Agreement that you enclosed.

In addition, because Judge Nadeau's compensation modification orders are being contested in the above referenced litigation and have not yet been approved for implementation as they pertain to bargaining unit members, York County does not believe that there is anything to meet and negotiate over at this point in time. In the event

that Judge Nadeau's authority to set wage and job terms ultimately receives approval from the courts and York County moves forward with the implementation process, York County will, of course, be willing to meet and negotiate over the implementation of a modified compensation system for the employees within the Probate Office. Such a meeting at this time, however, appears to be premature.

If you believe that we should meet in the interim to discuss the matter, please do not hesitate to contact me and we can promptly set up a meeting.

43. On July 2, 2003, Mr. Adjutant, Mr. O'Brien (York County's attorney), Ms. Kern, Ms. Manning and Mr. Belcher (MSEA's attorney) met in a room in the basement of the courthouse. This meeting was held partly in response to the arbitrator's urging of the parties to try and settle their differences, and partly in response to the Union's request to bargain set forth in the letter of June 11, 2003.
44. There is no evidence in the record on how the parties came to schedule their meeting for July 2, 2003. There is no evidence in the record indicating that the parties agreed on the July 2, 2003, meeting date prior to the expiration of 10 days from the receipt of the June 11, 2003, demand for bargaining.
45. At the July 2nd meeting, the parties discussed Ms. Dennett's behavior and the employees' security concerns. They agreed that Mr. Adjutant should hold a meeting with the employees to hear their concerns and try to develop a workable solution. With respect to the wage issue, the County held to its position that no action could be taken until the issue was resolved in the courts.
46. The grievances filed on January 30, 2003, and February 4, 2003, went to arbitration. The arbitration hearing was held

on July 24, 2003, in the Probate Court, which was a few feet from the Probate Office. There was a dispute over whether the employees should be paid for their time at the arbitration hearing. A grievance filed on that issue ultimately went to arbitration.

47. At the some point, the parties agreed to hold the grievance on the pay issue in abeyance pending the resolution of the various court proceedings described below. With respect to the grievance regarding the safety and security of the employees and the Register's behavior, the employer argued that it was not arbitrable. The parties agreed that the Union would submit an offer of proof and the Arbitrator would rule on the arbitrability question and on whether the alleged facts would, if proven, constitute a violation of the agreement.

48. The arbitrator ruled against the County on the arbitrability issue, and concluded that based on the Union's offer of proof, the employer violated the preamble provision. This "recommended decision" was issued on September 15, 2003. The arbitrator included a proposed remedy of three parts: 1) that upon the Register's return to work, the Employer should meet with her and explain that her behavior violated the contract and was not conducive to a productive office, 2) that the Employer should meet with employees and hear their complaints and 3) that the Employer should relay the employees' concerns in a letter to the Probate Judge asking him to exercise some supervision to remedy the problem pursuant to his statutory authority to supervise the Register of Probate.

49. The collective bargaining agreement's article on "Position Descriptions and Classifications" provides, in part:

The employer and the Union recognize that job duties may change from time to time, due to

changes in programs, technology, and other factors. Employees may, upon recognition of significant changes in job duties, apply to the County Manager for upgrades in their respective positions. Such upgrades shall not be unreasonably denied. Should the employee believe that an unreasonable denial has taken place, they may request a desk audit review by the County Manager.

50. A Probate Office employee named Cynthia St. Amand requested a desk audit and met with Mr. Adjutant and Ms. Kern on July 9, 2003 to review her job. Mr. Adjutant took the matter under advisement pending contact with the County's legal counsel.
51. In a memo dated July 15, 2003, Mr. Adjutant denied the desk audit, stating that he did so "as the result of pending litigation and/or arbitration filings. Until these issues involving the Probate Office are resolved, I have been advised that I am unable to act." An additional desk audit requested by employee Ms. Ginny Nadeau at about this same time was also either denied or stalled due to the pending litigation. Mr. Adjutant testified that these two desk audits could not be granted because they were a result of Judge Nadeau's order to reassign job duties and increase wages.
52. A news article published in the Journal Tribune on July 11, 2003, reported on various aspects of the disputes in the Probate Office including the County's refusal to bargain and the filing of the complaint in this case. Commissioner Layman is reported as saying the County did not bargain because of pending litigation and because the Union did not follow the procedure specified in the collective bargaining agreement on job reviews.
53. On a Monday in October of 2003, Ms. Dennett arrived at the Probate Office for the first time in months looking very

disheveled and unkempt. She was pulling a big suitcase on wheels with a long handle. Ms. Lovejoy thought that she looked very ill. The other Probate Office employees were concerned about Ms. Dennett's stability and their own safety. Ms. Dennett told Ms. Lovejoy that she wanted to speak with her. Ms. Lovejoy responded by saying "Just a second. I have something I have to do." Ms. Lovejoy went directly to Mr. Adjutant's office and asked why Ms. Dennett was there. In her presence, Mr. Adjutant called Attorney Libby and spoke to him about what he could do. Mr. Adjutant told Ms. Lovejoy that he would speak to Ms. Dennett and see if she would leave voluntarily, as he did not have any authority to force her to leave.

54. Ms. Lovejoy and Mr. Adjutant then went to the Probate Office. Mr. Adjutant met with Ms. Dennett in Ms. Lovejoy's office, while Ms. Lovejoy stood outside the door and listened. Mr. Adjutant told Ms. Dennett that she did not look well, and asked her if she was medicated or under the influence of anything. He did not think she was focused or in possession of all her faculties. He asked if she had medical clearance to return to work, and suggested for her own safety and the county's safety that she go home. She responded that even though she did not have to comply with his request, she would leave if he gave her a letter. Mr. Adjutant went to his office to prepare the letter.

55. Ms. Dennett again said that she wanted to speak with Ms. Lovejoy who responded that she would only do so if a witness was present. Ms. Lovejoy called a security officer and the three of them met in the courtroom. Ms. Dennett inquired about issues related to the operation of the Probate Office and acted as if nothing unusual had happened. After a while, Ms. Dennett returned to her office and worked

- on the computer a bit until Mr. Adjutant returned with the letter. Ms. Dennett left at about 11:30 a.m. and did not return, although she had told Mr. Adjutant that she would return with medical clearance the following day.
56. Mr. Adjutant had seen Ms. Dennett on the Friday previous to her surprise visit. He was in the Commissioners' and Treasurer's office informally chatting with a number of employees. Ms. Dennett was there and mentioned that she was going to return to work on Monday. He did not inform the Probate Office employees that she said this because he was not sure it would really happen and he did not want them to worry over the weekend.
57. After Ms. Dennett left, Mr. Adjutant spoke to the Probate Office employees and Ms. Kern. He told them he asked her to leave voluntarily and that she would not be allowed to return without medical clearance. The employees were concerned that she might return and wanted to know what management's response would be. Mr. Adjutant stated that he needed to get further guidance and that if anything happened, he should be contacted immediately so he could observe her behavior.
58. Not long after Ms. Dennett returned to the office for that partial day in October, Mr. Adjutant, Mr. Belcher and Ms. Kern met in Mr. O'Brien's office in Kennebunk. Mr. Belcher strongly recommended to Mr. Adjutant that the County begin implementing the arbitrator's decision by meeting with employees to reassure them after Register Dennett's surprise visit. Mr. Adjutant did hold this meeting in November of 2003 and by all accounts the meeting had a positive effect on employee morale.
59. During 2003, a number of court proceedings were initiated surrounding the Probate Judge's directives of November 27,

2002 and June 10, 2003.¹ Judge Nadeau initiated contempt proceedings in the Probate Court against the County Treasurer for failure to implement the directive. Register of Probate Dennett filed a complaint in Superior Court alleging that Judge Nadeau did not have the authority to restrict her duties or reduce her pay and sought injunctive relief against Nadeau and the County Treasurer. Judge Nadeau also initiated contempt proceedings against Register Dennett for her failure to comply with his instruction that she not represent the Probate Court in any meeting of the York County Commissioners.

60. While the Register of Probate's complaint contesting the Probate Judge's authority was in Superior Court, York County submitted a brief in opposition to the Probate Court's Motion to Dismiss. In that brief, the County stated that the County Treasurer had requested more time from the Probate Judge to consider the legal ramifications of the Judge's certification and explained in a footnote:

As a public employer, York County is required to submit certain matters, including wages, to the collective bargaining process. 26 M.R.S.A. §961 et seq. The Treasurer delayed implementing the Judge's directive so that he could first negotiate with the MSEA (the employees' collective bargaining agent) - the failure to do so would constitute a prohibited practice in violation of 26 M.R.S.A. §964. The York County Treasurer had previously complied with an earlier salary reduction certification by the Probate Court in 2001/2002. . . .

61. Eventually, the cases were consolidated and presented to the

¹The Probate Judge's first directive of November 1, 2001, which reassigned certain duties and switched the salaries of the Register of Probate and the Deputy Register of Probate, was implemented at the time and has remained in effect since then. As neither of those positions were in a bargaining unit and represented by a union, there was no duty to bargain.

Law Court, which issued its decision on May 4, 2004. The Law Court held that the Probate Judge's use of contempt proceedings was improper, and that there was no statutory authority for the Probate Judge to directly reduce the Register of Probate's salary. York Register of Probate v. York County Probate Court et al., 2004 ME 58. The Law Court remanded Register Dennett's complaint to the Superior Court "to consider the powers of the Judge of Probate, the Treasurer, and the County Commissioners pursuant to section 1-508, and whether, and to what extent, the statute *requires* that the Treasurer act on the certification of the Judge of Probate." 2004 ME 58 ¶19 (emphasis in original).

62. During the time period in question, two or three other grievances were filed on behalf of Probate Office employees. One of these grievances contested the employer's refusal to pay certain Probate Office employees for the time spent at the July 24, 2003, arbitration hearing. That grievance had gone to arbitration by the time of the hearing in this case. An additional grievance (or two) had been filed regarding the employer's failure to act on requested desk audits. The evidence on how these grievances were processed is not entirely clear.
63. Mr. Ron Gouin was removed from his position as Union Steward sometime prior to 2004 because of his failure to meet the Union's training requirements. Mr. Gouin told Mr. Adjutant that he felt that the Union had not treated him fairly.
64. On January of 2004, two employees requested desk audits in response to the assumption of additional or different job duties that had been assigned by Deputy Register Carol Lovejoy. After reviewing the change in job duties and discussing the matter with Ms. Lovejoy, Mr. Adjutant and Ms. Lovejoy decided they should continue to monitor the job

performance of these employees with respect to the new duties before making a decision. Mr. Adjutant testified that he treated these desk audits differently than the previous two because the change in job duties was directed by the Deputy Register (acting as a department head), not by the Probate Judge.

DISCUSSION

The Union argues that York County refused to bargain in violation of §964(1)(E) and interfered, restrained or coerced employees in the exercise of their collective bargaining rights, thereby violating §964(1)(A). There are three basic allegations underlying these charges: the specific allegation that the County refused to meet within 10 days of the Union's request to bargain as required by §965(1)(B); the general claim that the County refused to bargain over mandatory subjects as requested; and the assertion that the County has effected a wholesale repudiation of the collective bargaining relationship with respect to the Probate Office employees. We agree that the County's failure to meet within 10 days of the Union's request to bargain constitutes a *per se* refusal to bargain in violation of §964(1)(E). We also conclude that the County violated §964(1)(E) by refusing to bargain with the Union over the impact of the Probate Judge's certification. We disagree with the Union on the issue of whether those actions and the Employer's other conduct with respect to the Probate Office rose to the level of being a wholesale repudiation of the collective bargaining relationship constituting an independent violation of §964(1)(A).

Section 964(1)(E) prohibits public employers from refusing to bargain collectively as required by section 965. Section 965 defines various components of collective bargaining, including the requirements:

A. To meet at reasonable times;
B. To meet within 10 days after receipt of written notice from the other party requesting a meeting for collective bargaining purposes, provided the parties have not otherwise agreed in a prior written contract;

C. To confer and negotiate in good faith with respect to wages, hours, working conditions and contract grievance arbitration, except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession . . .

Thus, when a union submits a written request to bargain over a mandatory subject, the employer is obligated to meet within 10 days and to confer and negotiate in good faith on that subject.² In this case, the Union made three written requests to bargain. The first one, dated December 27, 2002, was from the MSEA Local President and refers to the "change in salaries" "requested" by Judge Nadeau due to the added job duties and responsibilities assigned to the Probate Office employees. The Union President requested "impact negotiations on these proposed changes." While it is not entirely clear whether the request relates to the Probate Judge's requested salary changes or the change in duties, the request for impact negotiations is unequivocal.

In the second letter, dated January 30, 2003, the Union President requested "impact negotiations regarding the additional job duties and responsibilities" of the Probate Office employees and asked that Mr. Adjutant contact her to "schedule a date and time to commence collective bargaining on this issue." Neither of the first two letters explicitly announces that the letter is intended to serve as the 10-day notice under 26 M.R.S.A.

²There is no claim that the Union waived its right to mid-term bargaining in this case.

§965(1)(B).³ Nonetheless, we conclude that both of these letters were proper requests to bargain that comply with the requirements of that provision.

The third letter from the Union, dated June 10, 2004, clearly states that it is intended to serve as a 10-day notice under §965(1)(B) to meet and negotiate over the implementation of Judge Nadeau's various orders. All three requests relate to mandatory subjects of bargaining as both compensation and the impact of additional job duties are mandatory subjects of bargaining. See East Millinocket Teachers Assoc. v. East Millinocket School Committee, No. 79-24, at 5 (Apr. 9, 1979) (Impact of absorbing the duties of one position into another is a mandatory subject).

We conclude that all three of the Union's bargaining requests were sufficient to trigger the County's obligation to meet and negotiate. The County argues that it had no obligation to bargain because the Probate Judge had no authority to increase the employees wages, a position the County incorrectly claims was recently upheld by the Law Court.⁴ The problem with this argument is that the Union's request for negotiation on wages, like the Probate Judge's so-called "directive" to increase wages, was a result of the additional job duties and responsibilities assigned to the Probate Office employees. The evidence is clear that the employees took on additional job duties beginning in February, 2002. That change in the job responsibilities was real, and whether the Probate Judge had the authority to increase wages had nothing to do with that reality. The scope of the

³A reference to the statute is not required, although it is advisable.

⁴The Law Court held that the Probate Judge did not have the authority to directly reduce or redistribute the Register of Probate's salary. 2004 ME 58 ¶19.

Probate Judge's authority to directly order wage increases or redistribute job duties is a separate issue which does not alter the Employer's duty to bargain over wages and working conditions.

The Employer's doubts about the Probate Judge's authority does not excuse its failure to meet within 10 days. The Board has always interpreted the ten-day notice in §965(1)(B) literally: a party must meet within ten days after receipt of a written notice from the other party requesting bargaining. A failure to meet within ten days is a *per se* violation of Section 964(1)(E) and, as such, constitutes a violation irrespective of evidence of bad faith. See, e.g., MSAD No. 43 Teachers Ass'n v. MSAD No. 43, No. 79-42, at 3 (May 1, 1979), citing NLRB v. Katz, 369 U.S. 736 (1962) (No need to consider the issue of good faith if party has refused to meet). Thus, the Employer's concerns about the Probate Judge overstepping his authority is not a valid justification for its refusal to meet. East Millinocket Teachers Assoc. v. East Millinocket School Committee, No. 79-24 at 5 (Noting that a misunderstanding of the law does not excuse the duty to meet). See also Local 1650, IAFF, v. City of Augusta, No. 01-09, at 6 (Aug. 20, 2001), aff'd City of Augusta v. MLRB, AP-01-63, Ken. Cty. Sup. Ct. (May 3, 2002).

In the present matter, the Employer did not respond to any of the three bargaining requests by meeting within 10 days. The County argues that the response it gave to the Union was sufficient to comply with its duty to bargain. The County Manager testified that he responded to the December 27th bargaining request by discussing the issue with Shop Steward Gouin, although he did not recall the conversation specifically or even when it occurred other than sometime after receiving the December 27th letter. He testified that it was likely that he told the steward that there was a dispute as to the Probate Judge's authority. Mr. Adjutant also acknowledged that these

discussions were not formal negotiation sessions. There was no evidence that Mr. Gouin considered the discussion to be a negotiating meeting held in response to the bargaining request nor was there evidence establishing that the discussion was a meeting which occurred within 10 days of the request. Mr. Adjutant did not meet with Ms. Kern, the Union President and the person who made the first two requests to bargain. Similarly, Mr. Adjutant's testimony regarding additional meetings with Mr. Gouin following the January 30th bargaining request does not establish that the County complied with the requirement to meet within 10 days of the bargaining request. We conclude that the County's failure to meet within 10 days of either of these two written bargaining requests was a *per se* violation of 964(1)(E).

With respect to the June 11, 2004, request to bargain, the parties eventually met to negotiate, but not within 10 days of the request. Mr. Adjutant responded in writing to the June 11th letter on June 19th by fax and U.S. Mail. In that letter, Mr. Adjutant noted that the County was involved in litigation in Superior Court over the validity of the Probate Judge's Order. He went on to state "York County does not believe that there is anything to meet and negotiate over at this point in time. . . . If you believe that we should meet in the interim to discuss the matter, please do not hesitate to contact me and we can promptly set up a meeting." Although the County responded to the Union's request within 10 days, the statute requires the parties to meet within 10 days of the request, not merely respond to the request. The parties did not meet until July 2, 2003, well over the 10-day requirement.

The County argues that by agreeing to meet and negotiate on July 2, the Union waived any objection it might have had to the failure to meet within 10 days of the request. We agree that if the evidence proved that the Union had, within the the 10-day

period, agreed on a meeting day outside of the 10-day period, we would likely view that as a waiver. In this case, however, there is no evidence that the parties had agreed upon the July 2nd date within the 10-day time frame. We cannot assume facts not offered as evidence. Meeting within 10 days is a minimum statutory requirement set forth in §965(1)(B). See Waterville Teachers Assoc. v. Waterville Board of Education, No. 82-11, at 4 (Feb. 4, 1982)(Noting that a showing of bad faith not required when "conduct fails to meet the minimum statutory obligations or constitutes an outright refusal to bargain"). See also MSAD No. 43 Teachers Ass'n., 79-42 at 3 (Fact that parties met after the 10-day period does not render the 964(1)(E) violation moot). In summary, we conclude that the Employer violated §964(1)(E) by not meeting within 10 days of three separate bargaining requests as required by §965(1)(B).

Beyond the failure to meet within 10 days, the Union also alleges that the Employer violated the MPELRL by failing to bargain in good faith at any time over the impact of the Probate Judge's directives. The standard this Board applies in evaluating alleged violations of the duty to bargain in good faith has been outlined as follows:

A bad faith bargaining charge requires that we examine the totality of the charged party's conduct and decide whether the party's actions during negotiations indicate "a present intention to find a basis for agreement." NLRB v. Montgomery Ward & Co., 133 F.2d 676, 686 (9th Cir. 1943); see also Caribou School Department v. Caribou Teachers Association, 402 A.2d 1279, 1282-1283 (Me. 1979). Among the factors which we typically look to in making our determination are whether the charged party met and negotiated with the other party at reasonable times, observed the ground-rules, offered counterproposals, made compromises, accepted the other party's positions, put tentative agreements in writing, and participated in the dispute resolution procedures. See, e.g., Fox Island Teachers Association v. MSAD #8 Board of Directors, MLRB No. 81-28 (April 22, 1981); Sanford Highway Unit v. Town of

Sanford, MLRB No. 79-50 (April 5, 1979). When a party's conduct evinces a sincere desire to reach an agreement, the party has not bargained in bad faith in violation of 26 M.R.S.A. Sec. 964(1)(E) unless its conduct fails to meet the minimum statutory obligations or constitutes an outright refusal to bargain.

Kittery Employees Assoc. v. Strahl, No. 86-23, at 10-11 (Jan. 27, 1987), quoting Waterville Teachers Assoc. v. Waterville Board of Education, No. 82-11, at 4 (Feb. 4, 1982). In this case, we conclude that the County's behavior constitutes "an outright refusal to bargain" over the Probate Office issues.

The County argues that the County Manager's meetings with the Union Steward following the first two bargaining requests satisfied the employer's duty to bargain. The County Manager's own testimony, however, compels just the opposite conclusion. Mr. Adjutant testified that these meetings were not negotiating sessions and were not even formal meetings. He described them as casual conversations arising from his open-door policy. There is no evidence on the substance of the discussions suggesting that there was any effort to bargain. The County Manager gave the same response as his written response to the January 30, 2003 bargaining request: He was unable to take any action until the pending litigation was resolved. Bargaining is more than just stating one's position. It involves listening to the concerns of the other side, and making an effort to resolve differences. See Teamsters Local Union No. 48 v. City of Augusta, Board of Educ., No. 78-04, at 4 (June 7, 1978)(negotiations require a willingness to discuss proposals and a give-and-take process); and NLRB v. Insurance Agents, 361 U.S. 477, 486 (1960) ("[parties] are bound to deal with each other in a serious attempt to resolve differences and reach a common ground.")

Based on these facts, we conclude that the employer refused to bargain over the impact of the reassignment of duties in violation of §964(1)(E). This conclusion is further supported by

the additional findings that the Employer engaged in a pattern of refusing to deal with the Union in any respect regarding the issues in the Probate Office connected to the Register of Probate. The Union filed two grievances in early 2003, but the Employer did not meet and discuss the issues raised as contemplated by the collective bargaining agreement. The County simply denied both in writing at the first step, stating that the County could not take any action as long as the matters pertaining to the Probate Office issues were pending in Superior Court. When the Union tried to take the grievances through the next steps of the grievance procedure, the Employer did not respond to the Union's requests. Although the Employer did participate in arbitration, the County offered no explanation at the time or in this proceeding for its failure to respond at the earlier steps of the grievance procedure. The Employer also refused to act on two desk audits, again relying to the pending litigation as the basis for that refusal.⁵

The Employer's unwillingness to address any of the issues festering in the Probate Office in any forum is striking. The Union summarized this phenomenon succinctly in its brief:

This employer has argued that the union is in the wrong forum. When it was in court, it claimed that it was required to bargain. When asked to arbitrate or bargain, it claimed it should be in court. To the press, it claimed that the contractual desk audit was the proper avenue, but when the union invoked that procedure, it claimed it could not act because of pending litigation. Before this Board, it has claimed that the dispute should be arbitrated, while in arbitration it objected to arbitrability. . . .

⁵The employer is correct that the Union could have filed a grievance over the Employer's failure to abide by the collective bargaining agreement. The fact that the union could have filed a grievance does not preclude our consideration of this evidence in the context of this complaint.

Before moving on, we want to point out that the obligation to meet and negotiate does not require either side to agree to a proposal. The statute is clear on this point. See 26 MRSA §964(1)(C) (" . . . neither party shall be compelled to agree to a proposal or be required to make a concession"). A negotiating proposal is simply one party's proposed solution to a perceived problem. In this case, the Union proposed the implementation of the Judge's directive on wages as a solution to the perceived problem created by the additional job duties. Face-to-face negotiations could lead to different solutions.⁶

The third claim made by the Union in this case⁷ is that the Employer's conduct with respect to the Probate Office employees constitutes a wholesale repudiation of the collective bargaining relationship. The Union argues that this repudiation constitutes interference, restraint and coercion of employees in violation of §965(1)(A). In light of all of the facts, we do not consider the Employer's conduct to be a wholesale repudiation of the bargaining relationship.

We have already found that the County refused to bargain with the Union about the impact of the Probate Judge's directives

⁶Nor is there any requirement that the employer accept the remedy proposed by the Union in a grievance. For example, the remedy sought in the second grievance, which concerned safety issues, was to bar the Register of Probate from entering the building. The Employer's written response noted that it did not have the authority to bar an elected official from the building. Had the parties sat down and discussed the issues as contemplated by the grievance procedure, the parties could have explored other possible methods of addressing the employees' concerns.

⁷The complaint also alleged that the Register of Probate's conduct toward the employees constituted interference, restraint and coercion in the exercise of protected rights in violation of 26 MRSA §964(1)(A). This allegation was not argued in Complainant's brief and is deemed to have been waived. See, e.g., Westbrook Police Unit of AFSCME v. City of Westbrook, No. 81-53, at 6 (August 6, 1981).

and that it did not fully comply with the steps of the grievance procedure and the desk audit process in the collective bargaining agreement. On the other hand, the County's behavior with respect to the grievance procedure was not a total repudiation: The County responded in writing and face-to-face at the first step and subsequently participated in arbitration. Furthermore, there was at least one other grievance involving the Probate Office employees which went to arbitration. The evidence does not establish a pattern of refusing to process grievances. See Auburn School Support Personnel, AFT, Local 3832, v. Auburn School Committee, No. 91-12, at 15 (July 11, 1991)(A pattern of refusing to process grievances could constitute a repudiation of the negotiated grievance procedure, and thus be a failure to bargain.) We also note that the five Probate Office employees constitute only a part of a bargaining unit that contains over two dozen other job titles. There was no evidence of any repudiation of the bargaining relationship or failure to process grievances with respect to the rest of the bargaining unit. What the matter boils down to, then, is a refusal to deal with the union with respect to certain issues involving a small part of a larger bargaining unit. There is nothing "wholesale" about the County's conduct. See Sharron V.A. Wood v. Maine Educ. Assoc. and Maine Technical College System, No. 03-06, at 29 (June 14, 2004)("A wholesale repudiation of a major provision of the contract or the contract as a whole may be tantamount to a repudiation of the bargaining relationship or of the basic principles of collective bargaining.") While we certainly do not condone this behavior, and indeed have found the County to have violated its duty to bargain, we do not think it is equivalent to a total repudiation of the collective bargaining relationship. We therefore dismiss that portion of the complaint.

In summary, we agree that the County's failure to meet

within 10 days of the Union's request to bargain constitutes a *per se* refusal to bargain in violation of §964(1)(E). We also conclude that the County violated §964(1)(E) by refusing to bargain with the Union over the impact of the Probate Judge's certifications. Contrary to the Union's claim, we conclude that the County's overall conduct did not rise to the level of a wholesale repudiation of the collective bargaining relationship constituting an independent violation of §964(1)(A). Accordingly, that portion of the complaint alleging a violation of §964(1)(A) is dismissed.

ORDER

On the basis of the foregoing findings of facts and discussion and by virtue of and pursuant to the powers granted to the Maine Labor Relations Board by the provisions of 26 M.R.S.A. §968(5), it is hereby ORDERED:

Respondent York County and its representatives and agents shall:

1. Cease and desist from refusing to bargain with the Maine State Employees Association over the impact of the Probate Judge's directives reassigning job duties and redistributing the Register of Probate's salary.
2. Take the affirmative action designed to effectuate the purposes of the Act of meeting with the Maine State Employees Association for the purposes of negotiating the impact of the Probate Judge's directives on the terms and conditions of employment of employees in the Probate Office within ten days of receipt of this order. The parties may meet beyond the ten-day period if mutually agreeable.
3. York County shall post for thirty (30) consecutive days copies of the attached notice to employees which states that York County will cease and desist from the actions set forth in paragraphs one and will take the affirmative action set forth in paragraphs two, three

and four.⁸ The notice must be posted in conspicuous places where notices to members of the York County General Government Unit are customarily posted, and at all times when such employees customarily perform work at those places. Copies of the notice must be signed by the County Manager prior to posting and must be posted immediately upon receipt. The County Manager must take reasonable steps to ensure that the notices are not altered, defaced, or covered by other materials.

4. The York County Commissioners or the County Manager must notify the Board by affidavit or other proof of the date of posting and of final compliance with this order.

Dated at Augusta, Maine, this 8th day of October, 2004.

MAINE LABOR RELATIONS BOARD

The parties are advised of their right to seek review of this decision and order by the Superior Court by filing a complaint pursuant to 26 M.R.S.A. §968(4) and in accordance with Rule 80C of the Rules of Civil Procedure within 15 days of the date of this decision.

/s/ _____
Jared S. des Rosiers
Alternate Chair

/s/ _____
Edwin S. Hamm
Alternate Employer
Representative

/s/ _____
Wayne W. Whitney
Alternate Employee
Representative

⁸In the event that the Board's Decision and Order is appealed and is affirmed by the Maine Superior Court, the words in the Notice "Posted by Order of the Maine Labor Relations Board" shall be altered to read "Posted by Order of the Maine Labor Relations Board, affirmed by the Maine Superior Court."

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE MAINE LABOR RELATIONS BOARD

AFTER HEARING THE PARTIES' EVIDENCE, THE MAINE LABOR RELATIONS BOARD CONCLUDED THAT WE HAVE VIOLATED THE LAW AND ORDERED US TO POST THIS NOTICE. WE INTEND TO CARRY OUT THE ORDER OF THE MAINE LABOR RELATIONS BOARD AND ABIDE BY THE FOLLOWING:

WE WILL CEASE AND DESIST from refusing to bargain with the Maine State Employees Association over the impact of the Probate Judge's directives reassigning job duties and redistributing the Register of Probate's salary.

WE WILL TAKE THE AFFIRMATIVE ACTION of meeting with the Maine State Employees Association within ten days of receipt of the Board's ORDER for the purposes of negotiating the impact of the Probate Judge's directives on the terms and conditions of employment of employees in the Probate Office. The parties may meet beyond the ten-day period if mutually agreeable.

WE WILL post this notice of the Board's Order for 30 consecutive days in conspicuous places where notices to members of the York County General Government Unit are customarily posted.

WE WILL notify the Board of the date of posting and final compliance with its Order.

Date

David Adjutant, County Manager, York County

This Notice must remain posted for 30 consecutive days as required by Order of the Maine Labor Relations Board and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to:

STATE OF MAINE
MAINE LABOR RELATIONS BOARD
STATE HOUSE STATION 90
AUGUSTA, MAINE 04333 (207) 287-2015

THIS IS AN OFFICIAL GOVERNMENT NOTICE
AND MUST NOT BE DEFACED.
