STATE OF MAINE

MAINE LABOR RELATIONS BOARD
Case No. 04-14
Issued: August 10, 2004

Local 1650, IAFF, AFL-CIO-CLC, Complainant, v. City of Augusta, Respondent.	DECISION AND ORDER

This prohibited practice complaint was filed by Local 1650 of the International Association of Fire Fighters (the "IAFF" or the "Union") on March 22, 2004. The Complaint alleges that the City of Augusta refused to bargain in good faith with the IAFF in violation of §964(1)(A) and (1)(E) of the Municipal Public Employees Labor Relations Law ("MPELRL") by entering into and adhering to parity pay agreements with the City's other bargaining units. 26 M.R.S.A. §§961 et seq. Mr. Robert Bourgault represented the Union and Stephen Langsdorf, Esq. represented the City of Augusta.

On March 25, 2004, the Complainant filed a Motion for Expedited Hearing and Interim Relief. That Motion sought an order from the Board enjoining the City from unilaterally demanding interest arbitration until the prohibited practice complaint is resolved. The Motion also sought an expedited hearing. The Executive Director conferred with the parties and the City agreed to delay filing its request for interest arbitration until after the Board had ruled on the Union's motion. The argument on the motion was scheduled for May 6, 2004, the same date as the prehearing conference.

Chair Jared des Rosiers conducted the prehearing conference

with the parties. Employer Representative Karl Dornish and Employee Representative Carol Gilmore then joined the Chair and the full Board convened to hear the parties' argument on the two motions. After a brief deliberation, the Board denied the request for injunctive relief and granted the motion for an expedited hearing. The date of May 25, 2004, was selected at that time for the evidentiary hearing.

JURISDICTION

The IAFF is the bargaining agent, within the meaning of 26 M.R.S.A. §962(2), for a bargaining unit of firefighters employed by the City of Augusta. The City is the public employer, within the meaning of 26 M.R.S.A. §962(7). The jurisdiction of the Board to hear this case and to render a decision and order lies in 26 M.R.S.A. §968(5).

FACTS

1. The Union is the bargaining agent for a bargaining unit composed of the uniformed members of the Augusta Fire Department. The Union also represents a separate bargaining unit of Chief Officers (Platoon Chiefs) of the Fire Department. The Union and the City have entered into successive collective bargaining agreements for the two bargaining units for many years.
2. The City of Augusta has established collective bargaining relationships with other bargaining agents representing separate bargaining units. AFSCME represents the Public Works unit, and the Teamsters represents the General Government unit, three units in the Police Department, and a small unit of Civic Center employees. The collective bargaining agreements for all of these units were due to expire on December 31, 2002.

3. The parties' most recent collective bargaining agreement was effective from January 1, 2000, until December 31, 2002.
4. The parties' first meeting to negotiate a successor agreement occurred on April 24, 2002. Robert MacMaster, the President of IAFF Local 1650, served as chief negotiator for the union. David Barrett served as chief negotiator for the City, assisted by Ellen Blair, the City's Human Resources Director. At this first meeting, the parties agreed upon ground rules to govern their negotiations.
5. In June of 2002, the Augusta City Council had an executive session with Ms. Blair and City Manager William Bridgeo to discuss guidelines for collective bargaining. At that time, the City was in the midst of employee layoffs and some significant budget constraints caused by a sour economy and a couple of large employers closing their doors. The City Council authorized its negotiating team to take up language issues but to defer negotiating over economic issues until later in the year.
6. The parties met five times between June and early September of 2002. The parties negotiated over issues such as vacancy and promotional language, substitution language, workers' compensation language, and dates for step increases. The parties were able to reach tentative agreements on some of these issues.
7. Although the other bargaining units had agreements with an expiration date of December 31, 2002 as well, negotiations for those units did not begin until early November of 2002.
8. On October 7, 2002, the City Council had its second executive session to discuss economic guidelines for negotiations. Ms. Blair, the Human Resources Director, and Mr. Bridgeo, the City Manager, recommended that the City Council adopt guidelines that included a contract duration

of just one year, an increase in wages of up to 3%, a cap on the increased costs of health insurance paid by the employer, and capitalizing an employee medical expense reimbursement account up to $100 per employee. After resuming the discussion the following week, the City Council rejected the recommendation of an increase in base wages and instead authorized a lump sum payment to employees of up to 3% of base wages. Other than the change to a lump sum payment of up to 3% rather than an increase to the base wage, the City Council adopted the City Manager's recommended guidelines.

9. The parties resumed negotiations on October 21, 2002, at which time the City offered a lump sum payment of $500. At the next negotiating session on November 1st, the City offered a lump sum payment of 2%. The City also wanted to either reduce its share of the health insurance premium from 95% to 90% or to switch to a less expensive plan and continue paying 95% of the premium. The City agreed to the Union's proposal to add two steps to the pay scale. The Union wanted to reduce their work week from 48 hours to a 42-hour schedule with no loss of pay, or, alternatively, they sought an increase in base wages. The Union also sought an increase in EMT/paramedic stipends.

10. On November 18, 2002, Ms. Blair and Mr. Bridgeo informed the City Council of the scheduled increases in health insurance premiums for 2003 and updated the Council on the status of negotiations. The notes Ms. Blair prepared for that meeting indicated that they had tentative agreements with AFSCME on two major issues: the 3% lump sum and the switch to a lower cost health insurance plan.

11. In a letter dated December 5, 2002, AFSCME representative Ed Willey wrote to the City's Bargaining representative, David

Barrett of the Maine Municipal Association, regarding the status of negotiations for the Public Works Unit. That letter identified four issues AFSCME had with the City's list of changes (presumably a follow up to the last negotiating session). He listed One of the items as: "IX - Me Too - Others receive 3% to base - We Do".

12. Ms. Blair responded to Mr. Willey's December 5th letter on December 9, 2002. She addressed each of the items raised by Mr. Willey. She wrote:

> The City has already agreed to the 'me too' regarding the wage increase. If other units receive the 3% on base instead of in lump sum payments, we will do the same for this unit.

13. On December 20, 2002, Ms. Blair wrote a detailed memo to the City Manager on the status of negotiations for all eight bargaining units. She noted that the IAFF had filed for mediation[1], the Teamsters' General Government unit had unanimously rejected the city's proposal in a membership vote, and that the three police units represented by the Teamsters were still in active negotiations. She noted that the AFSCME Public Works unit was nearing a ratification vote and the prospects for an agreement with the Civic Center unit looked positive. She summarized by indicating that the lump-sum payment rather than an increase to base salary was a big concern to all the units. Ms. Blair observed that, "If the city were to offer a cost-of-living adjustment on base, labor negotiations would most likely be smoother."

14. On January 6, 2003, the City Council had another executive session at which time they received an update on the status of negotiations. Ms. Blair explained that the various

[1]Other evidence shows that the request for mediation was not filed until January 26, 2003.

unions felt the lump sum payment combined with an increase in employee payments for health insurance was effectively an erosion of wages. She asked if the Council would reconsider and offer a percent or two as an increase to base. The City Council rejected the suggestion of adding to the base wages.

15. At some point in late December or January of 2003, AFSCME presented the tentative agreement to the membership for a ratification vote. The proposal was rejected.

16. Ms. Blair testified that there were some negotiating sessions with some of the other units in January of 2003, but there were no further substantive discussions with any of the units from that time until after the City Council met in April to reassess the situation.

17. On April 7, 2003, the City Council met in an executive session to discuss what to do about negotiations. During that meeting, the City Council authorized the negotiating team to offer a two-year contract with the second year of the contract (that is, 2004) to include up to a 1½% increase to the base wage. The Council adhered to its prior position that payments for 2003 would be limited to the 3% lump sum previously authorized.

18. On April 8, 2003, the City and the IAFF met in their first mediation session. On April 10th, the parties had a joint meeting to cost out the union's proposal for a 42-hour schedule. The parties met again in mediation on April 14th and on April 23rd. The City presented what it described as its last, best and final offer at the meeting of April 23, 2003. No further negotiations or mediation sessions occurred during the summer.

19. The City filed for fact finding on September 3, 2003.

20. On September 29, 2003, Mr. MacMaster, the local IAFF President, presented a written "supposal" to the City

Manager outside of the formal negotiation process. Mr. MacMaster testified that the IAFF was planning on doing some informational picketing at the upcoming conference of the Maine Municipal Association at the Augusta Civic Center and he wanted to take one final attempt at settlement before pursuing that plan. Ms. Blair was given the supposal to cost out. She phoned him on October 3, 2003, to inform him that the City was rejecting the proposal. In a letter to Ms. Blair dated October 8, 2003, Mr. MacMaster described the conversation as:

> . . . The reason you gave was that the City had arranged so called "me too" clauses with all of the other bargaining units. I asked you at the time "where these agreements were, for [I] had been unable to locate any provision in any of the agreements." You stated that, "The City of Augusta had a verbal agreement with the Teamsters and a memorandum of understanding with AFSCME."

Between the time of the phone call and writing the letter, Mr. MacMaster obtained from AFSCME a copy of the memorandum of understanding dated December 9, 2002. In his letter of October 8, 2003, Mr. MacMaster asked Ms. Blair for copies of any documents including any "me too" arrangements. She provided him with a copy of the December 9, 2002, letter to the AFSCME representative.

21. Mr. Paul Frye, the Teamsters shop steward for the Patrol Officers unit, testified that the City negotiators said at the bargaining table that if any other unit got an agreement that was more favorable they would get it too. He testified that the substance of the me-too agreement was that if another unit got a better deal than their 10% premium contribution or the 3% lump-sum payment, they would get the same. He stated that the agreement was that they would be granted the increased benefit, not just the opportunity to

bargain over it. Mr. Frye also testified that the issue was discussed at more than one bargaining session and that it was a big selling point in getting the members to ratify the agreement.

22. Mr. Daniel Gerard, the AFSCME Shop Steward in the Public Works unit, said they had about 6 bargaining sessions. The subject of parity pay came up about half way through bargaining. The existence of the parity provision was a major point in selling the agreement to the membership. The AFSCME unit wanted to settle quickly because a further delay would result in the members having to pay more on their insurance.

23. The bargaining agents understood that the City's negotiating team had the authority to bargain within the parameters set by the City Council, but the details of those guidelines were not known.

DISCUSSION

The outcome of this case turns on whether the City of Augusta entered into a parity agreement with one or more of its bargaining units. A parity agreement, sometimes referred to by the parties as a "me-too" agreement,[2] is where the employer agrees with a union that if the employer grants a wage or benefit increase to a second unit, the first unit will receive the same increase. Although these arrangements are legal in some jurisdictions, including that of the National Labor Relations Board, they are not legal in Maine. The Maine Law Court stated unequivocally in 1976 that they are contrary to public policy and

[2]In the private sector, a "me-too" agreement also may refer to an employer's agreement with the union to adopt the same terms and conditions contained in a collective bargaining agreement that the union subsequently negotiates with some other specified employer.

are unenforceable. Lewiston Firefighters Assoc. Local 785, IAFF v. City of Lewiston, 354 A.2d 154 (Me. 1976). If there was no parity agreement, however, and the City had merely agreed to a wage reopener provision or if the City were simply engaged in hard bargaining by refusing to alter the financial limits given to its negotiating team, there would be no violation of the Act.

In the 1976 Lewiston Firefighters case, the Law Court was presented with the question of the validity of parity pay provisions in the Lewiston City Charter and in the firefighters collective bargaining agreement. See Lewiston Fire Ass'n, 354 A.2d 154. The parity pay provision granted the firefighters a wage "no less" than that received by the police. At the same time the firefighters sought enforcement of the provision in court, the police sought a declaration that the City Charter provision was invalidated by the enactment of the MPELRL in 1969. Id. at 158. The Law Court held that the enactment of the MPELRL repealed by implication the parity pay provision in Lewiston's City Charter. Id. at 162. The Court also held that the parity pay provision in the collective bargaining agreement was contrary to the policies of the MPELRL and was therefore unenforceable. Id. at 163.

The Law Court's analysis rested on its recognition that both the purpose and the effectiveness of collective bargaining is tied to having a bargaining unit composed of employees who share a clear and identifiable community of interest. The purpose of having a bargaining unit with an identifiable community of interest is to strengthen the bargaining position of the employees as a group and define those whose economic rights and benefits will be determined by the bargaining process. Id. at 161. The Law Court observed that the bargaining unit is a fundamental element serving "two fundamental purposes of the MPELRL--freedom of employee self-organization and voluntary

adjustment of the terms of employment." Id. The Lewiston City Charter's parity provision interferes with these rights because it interjects the interests of the firefighters into the unit created to represent the police, thereby indirectly expanding the unit whose wages will be set by collective bargaining. This expansion "contravenes the employees' collective right to be included in a unit composed of those with whom they share a 'community of interest'. . ." Id. The parity pay provision "violate[s] the coherence of the bargaining unit and thereby interfere[s] with a right conferred upon employees *collectively* to secure the processes of labor-management bargaining." Id. at 162 (emphasis in original).

In the present case, the City of Augusta does not dispute the holding of Lewiston. Rather, the City argues that there is no evidence of any form of parity agreement and even if there were, the Union failed to show a connection between such agreements and the City's conduct at the bargaining table. We conclude that there is ample evidence of the existence of a parity agreement in this case. Furthermore, there is no need to prove a connection between the parity agreements and the City's bargaining stance as the existence of a parity agreement is a *per se* violation of 26 M.R.S.A. §964(1)(A).

The City's primary argument is that there is no parity agreement because the Union failed to show documentary evidence of such an agreement, instead relying on "subjective interpretations" of what the witnesses believed the City "promised" during bargaining. The first fallacy of the City's argument is the notion that a parity agreement must be in writing to exist. The City cites no legal basis for this apparent position that oral agreements are unenforceable. See, e.g., Peoples Heritage Bank v. Pease, 2003 ME 150, ¶4 (Parties bound by the terms of an oral agreement) and St. Vincent Hospital, 320 NLRB No. 4 (Dec. 18,

1985)(Fact that agreement was oral modification of the written agreement "does not negate its legal validity").

The City's footnote to the Statute of Frauds asserts that an oral representation of the type at issue here is not valid unless reduced to writing. City's Brief at 4, fn. 1. The Statute of Frauds renders unenforceable certain types of contracts "unless the promise, contract or agreement on which such action is brought, or some memorandum or note thereof, is in writing and signed by the party to be charged therewith . . ." 33 M.R.S.A. §51. Subsection 5, the specific subsection cited by the City, brings in agreements that cannot be performed within one year.[3] Thus, a writing is required if it is clear from the agreement or other evidence that the parties had intended that the contract was not to be performed within one year. See Roger Edwards, LLC v. Fiddes & Sori, Ltd., 2003 WL 342993, (D. Me. 2003), citing Marshall v. Lowd, 154 Me. 296, 147 A.2d 667 (1958), and Larson v. Johnson, 184 F.Supp. 2d 26 (D. Me. 2002).

The City offers no evidence to support its position that the parity agreement fits within subsection 5 as an agreement that is not to be performed within one year. In this case, the parity agreements could be performed within one year and so are not subject to the Statute of Frauds. See Estate of Saliba v. Dunning, 683 A.2d 224 (Me. 1996)(Month-to-month lease can be performed within a year so a writing is not required). It is reasonable to conclude that the parties intended the agreement to be performed in the short term, as negotiations were on-going for all the units. Even if the parity agreement were within the Statute of Frauds as the City claims, the December 9, 2002, letter signed by Ms. Blair satisfies the requirement of a writing

[3] **5. Agreement not to be performed within one year.** Upon any agreement that is not to be performed within one year from the making thereof. 33 M.R.S.A. §51(5).

as it is “some memoradum or note” of the agreement “signed by the party to be charged therewith.” In that letter, Ms. Blair wrote: “The City has already agreed to the ‘me too’ regarding the wage increase. If other units receive the 3% on base instead of in lump sum payments, we will do the same for this unit.” That writing can only be viewed as an unequivocal affirmation of the me-too agreement.

The City also claims that the parity agreements are not valid because they were not authorized by the City Council. The City points to the Mayor’s testimony that parity agreements were never even discussed at the Council. Regardless of that testimony, the evidence shows that the City’s negotiating team had at least the apparent authority to enter into a parity agreement. The City’s negotiating team was authorized to negotiate contracts within the guidelines established by the City Council. The unions’ negotiating teams were generally aware that the City negotiators did not have limitless authority, but they were not informed of the specifics of the City’s guidelines. When the parity pay issue came up in negotiations, there is no evidence that the members of the City’s negotiating team did anything to suggest they were not authorized to enter into an agreement. The written guidelines themselves do not preclude the City negotiators from entering into a parity agreement. When Mr. Barrett, the City’s Chief Negotiator, agreed to the me-too agreement, he said it may come back to “bite me in the butt.” The City did not attempt to explain or refute that statement, either through the testimony of Ms. Blair, who was present at the time, or by calling Mr. Barrett himself, who was listed as a witness for the City and present at the hearing.

The City discounts the December 9, 2002, document signed by the City’s Human Resources Director by claiming that the parity agreement referred to in it was merely a contract proposal that

was rejected by AFSCME. As previously noted, we consider that document to be an affirmation that an agreement was already reached. The failure of the AFSCME members to ratify at that time did not nullify the parity agreement. The City offered no evidence that the agreement was disavowed by the City Council or otherwise retracted. On the contrary, we can reasonably infer from the evidence that the parity agreement remained an integral part of the bargaining process that resulted in collective bargaining agreements for the other units. The testimony of the other union members was consistent that the parity agreement was a major selling point for the overall package given that there was no base wage increase in the City's offer. Even the City's Human Resources Director acknowledged that the lump-sum payment combined with an increase in employee contribution to the health insurance costs was little, if any, forward progress for the union members. There was no evidence at all suggesting that the parity agreement had been withdrawn by the time the other units ratified their collective bargaining agreements in June and July of 2003. Ms. Blair did not testify to any conversations at the bargaining table with any of the units in which she informed the unions that the parity agreements were no longer part of the deal. When Ms. Blair explained the City Council's decision to change the offer in April of 2003, she only mentioned extending the duration to two years and offering 1½% on base for the second year of the contract.[4]

The action of the City's Human Resources Director nearly one year later confirm that the City did not consider the me-too agreement to be a proposal that had somehow expired. IAFF Pres-

[4]We note that if the collective bargaining agreements that were eventually ratified contained an integration clause, it is possible that such a clause would operate to nullify the parity agreement. The City failed to offer any of those agreements into evidence, so we assume they did not contain such an integration clause.

ident MacMaster testified that when he spoke with Ms. Blair on October 3, 2003, regarding the City's rejection of the Union's "supposal," Ms. Blair said the City had parity agreements with the other units. Mr. MacMaster wrote to her shortly after that conversation and recounted her statement about the existence of an oral agreement with the Teamsters Union and a written memorandum of understanding with AFSCME. Given the seriousness of the issue and the fact that it was the primary subject of the letter, one would think that if he was putting words in her mouth, she would have corrected him at that time. The City did not present any evidence that she disputed the statements attributed to her in Mr. MacMaster's letter of October 9, 2003. At the hearing, Ms. Blair did not contest the veracity of what Mr. MacMaster said in his letter, but she tried to characterize the parity agreements as simply assurances that if the Council increased its guidelines, the unions would obtain that increase.

Finally, the President of the Maine AFL-CIO, Ed Gorham, testified credibly of a brief encounter with City Manager William Bridgeo that occurred in early 2004 in which Mr. Gorham inquired about the dilemma caused by the "me-too" clauses. Mr. Gorham's testimony did not indicate that the City Manager denied the existence of parity agreements. Rather, Mr. Bridgeo's response tends to affirm the existence of the parity agreements. Again, Mr. Bridgeo was listed as a witness for the City and was present at the hearing but was not called to refute Mr. Gorham's testimony.

Given all of the documentary and testimonial evidence, we conclude that the City had entered into a wage parity agreement with AFSCME. We also conclude that the City had oral agreements with the Teamsters Union promising equal treatment in wages and health insurance benefits.

The City's second argument is that there cannot be a violation because the Union failed to show a connection between the parity agreements and the City's behavior at the bargaining table. The City introduced reliable documentary evidence showing the Council-established "guidelines" for negotiating with all of the units limited the City's team to a maximum of a 3% lump-sum payment and a reduction of health insurance costs by either increasing the employee contribution from 5% to 10% of the premium or moving to a less expensive plan. The negotiating team had some flexibility in reaching these outer limits, had flexibility to negotiate non-economic terms, and had a specific dollar limit for low-cost items. The City argues that it was within its rights to hold fast to its guidelines and not concede on the issue of wage increases. The City contends that it was adhering to these guidelines throughout and that any assurances that were given were merely that if the Council altered the guidelines to allow wage increases rather than lump-sum payments, the City would come back to the unions to discuss their options.

We agree that, if there were no parity agreements, the evidence would indicate that the employer was engaged in hard bargaining, not bad-faith bargaining. We disagree with the City's claim that the Union must prove a link between the parity agreements and the City's behavior at the bargaining table. In the Lewiston case, the Law Court was unequivocal that parity agreements contravene the policies underlying the MPELRL and are unenforceable. We now hold that parity agreements are a *per se* violation of the Act because their very existence will interfere, restrain or coerce employees in the exercise of their collective bargaining rights, irrespective of whether the employer overtly relied on them at bargaining.

We agree with the Connecticut Labor Relations Board that a parity agreement necessarily interferes with the bargaining

process for the second union burdened by the parity clause:

> . . . We find that the inevitable tendency of such an agreement is to interfere with, restrain, and coerce the right of the later group to have untrammeled bargaining. And this affects all the later negotiations (within the scope of the parity clause) even though it may be hard or impossible to trace by proof the effect of the parity clause upon any specific terms of the later contract . . .

Town of Manchester and Local 1579 International Assoc. of Fire Fighters, No. 2357 (Jan. 25, 1985) citing City of New London, Dec. No. 1128 (1973).

Parity pay provisions or "me-too" agreements force the interests of one bargaining unit into the negotiation process for the second unit. This restricts that second unit's "freedom of self-organization" and constrains "the voluntary adjustment of the terms of employment," the two fundamental purposes of the MPELRL recognized by the Law Court in Lewiston. 354 A.2d at 161. A parity agreement, by its very existence, subverts the bargaining process by burdening the bargaining agent and making it unable to fully avail itself of the opportunities granted by the Act. See Lewiston at 162 (Parity provisions interfere with the rights of employees to collectively bargain for a coherent bargaining unit). Parity agreements are inherently destructive of collective bargaining rights and are therefore a *per se* violation of 26 M.R.S.A §964(1)(A). Entering into and adhering to parity agreements plainly frustrates the statutory objective of establishing working conditions through bargaining with the representative of a defined bargaining unit. Consequently, it constitutes a *per se* violation of 26 M.R.S.A. §964(1)(E) as well, without regard to evidence of good faith or bad faith bargaining.

In summary, the evidence demonstrates conclusively that the City of Augusta entered into parity agreements with various bargaining units represented by AFSCME and the Teamsters. In

doing so, the City violated 26 M.R.S.A. §964(1)(A) by interfering with, restraining or coercing the City employees represented by the Complainant in the exercise of their collective bargaining rights. Entering into and adhering to these agreements constitutes a per se violation of the duty to bargain in good faith established by §964(1)(E).

Having concluded that the Employer's action violated §964(1)(A) and (1)(E) of the MPELRL, we will order such remedies as are appropriate to effectuate the policies of the Act. 26 M.R.S.A. §968(5)(C). We will order the Employer to cease and desist from entering into or adhering to any parity pay or "me-too" agreements with bargaining agents representing any of their employees. We will order the Employer to bargain in good faith without consideration of any such agreements in its continued negotiations with the IAFF. We will also order the Employer to post a notice to all employees explaining the ruling of the Board in this case.

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:

1. That the City of Augusta cease and desist from entering into or adhering to any parity pay or "me-too" agreements with bargaining agents representing any of their employees.

2. That the City of Augusta bargain in good faith without consideration of any such agreements in its continued negotiations with the IAFF.

3. That the City of Augusta shall post for thirty (30) consecutive days copies of the attached notice to all employees which explains the ruling of the Board in this case. The notice must be posted in conspicuous places where notices to Augusta employees in any and

all of the bargaining units are customarily posted, and at all times when such employees customarily perform work at those places. Copies of the notice shall be signed by the City Manager prior to posting and shall be posted immediately upon receipt. The City Manager shall take reasonable steps to ensure that the notices are not altered, defaced, or covered by other materials.[5]

4. That the Augusta City Council or the City Manager shall notify the Board by affidavit or other proof of the date of posting and of final compliance with this order.

5. That the Complainant's request for costs and punitive damages is denied.

Dated at Augusta, Maine, this 10th day of August, 2004.

MAINE LABOR RELATIONS BOARD

The parties are advised of their right pursuant to 26 M.R.S.A. §968(5)(F) (Supp. 2003) to seek review of this decision and order by the Superior Court by filing a complaint, in accordance with Rule 80C of the Maine Rules of Civil Procedure, within 15 days of the date of the issuance of this decision.

_____
Jared des Rosier
Alternate Chair

_____
Karl Dornish, Jr.
Employer Representative

_____
Carol B. Gilmore
Employee Representative

[5]In 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

THE MAINE LABOR RELATIONS BOARD HAS DETERMINED THAT WE HAVE VIOLATED THE LAW AND HAS ORDERED US TO POST THIS NOTICE. WE WILL CARRY OUT THE BOARD'S ORDER AND ABIDE BY THE FOLLOWING:

WE WILL CEASE AND DESIST from entering into or adhering to any parity pay or me-too agreements with bargaining agents representing any City employees. The Maine Labor Relations Board ruled that me-too agreements interfere with or restrain employees' collective bargaining rights and violate the Municipal Public Employees Labor Relations Law. That ruling was consistent with the 1976 decision of the Maine Supreme Court ruling that parity pay provisions in collective bargaining agreements are contrary to public policy and are not enforceable in court.

WE WILL bargain in good faith without consideration of any me-too agreements in our continued negotiations with the IAFF.

WE WILL post this notice of the Board's Order for 30 days.

_____ _____

Date William Bridgeo, Augusta City Manager

Any questions concerning this notice 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.
