

COMMONWEALTH OF PENNSYLVANIA  
Pennsylvania Labor Relations Board

BUCKS COUNTY PEACE OFFICERS ASSOCIATION :  
 :  
 : Case Nos. PERA-C-15-41-E  
 v. : PERA-C-15-44-E  
 :  
BUCKS COUNTY and :  
BUCKS COUNTY COURT OF COMMON PLEAS :  
(INTERVENOR)<sup>1</sup> :

**PROPOSED DECISION AND ORDER**

On February 20, 2015, the Bucks County Peace Officers Association (Association or Union) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (Board) against Bucks County (County or Employer), alleging that the County violated Section 1201(a)(1) and (5) of the Public Employe Relations Act (PERA or Act) by unilaterally removing bargaining unit work. The charge was docketed at PERA-C-15-41-E. On February 25, 2015, the Secretary of the Board issued a Complaint and Notice of Hearing, assigning the charge to conciliation, and designating October 5, 2015, in Harrisburg, as the time and place of hearing, if necessary.

On February 23, 2015, the Association filed another charge of unfair practices with the Board against the County, alleging that the County violated Section 1201(a)(1), (5), and (6) of PERA by refusing to execute a collective bargaining agreement (CBA) negotiated between the parties and insisting for the first time that the Association agree to a side letter, disclaiming any interest in performing certain work at the County's new Criminal Justice Center. The charge was docketed at PERA-C-15-44-E. On February 27, 2015, the Secretary of the Board issued a Complaint and Notice of Hearing, assigning the charge to conciliation, and designating October 9, 2015, in Harrisburg, as the time and place of hearing, if necessary.

The charges were subsequently consolidated for hearing and continued to January 21, 2016. On January 13, 2016, the Bucks County Court of Common Pleas (Court or Intervenor) filed a Petition to Intervene in both cases on the side of the County and in opposition to the Association's charge of unfair practices. On January 19, 2016, the Association filed an Answer to the Petition to Intervene, opposing intervention by the Court. On January 20, 2016, the County filed a Response to the Petition to Intervene, supporting intervention by the Court.

A hearing was necessary and was held before the undersigned Hearing Examiner of the Board on January 21, 2016, at which time the parties were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. The Association and County each filed post-hearing briefs in support of their respective positions on April 11, 2016, while the Court filed a post-hearing brief in support of its position on April 7, 2016.

The Examiner, on the basis of the testimony presented at the hearing and from all other matters and documents of record, makes the following:

**FINDINGS OF FACT**

1. The County is a public employer within the meaning of Section 301(1) of PERA. (N.T. 10)
2. The Court of Common Pleas is a public employer within the meaning of Section 301(1) of PERA. (N.T. 10)
3. The Association is an employe organization within the meaning of Section 301(3) of PERA. (N.T. 10)

<sup>1</sup> The caption appears as amended by the Hearing Examiner based on the Petition to Intervene of the Bucks County Court of Common Pleas.

4. The Association is the exclusive bargaining agent for a unit of County employees certified as "all full-time and regular part-time security guards including but not limited to Security Guards and Security Guard Trainees; and excluding management level employes, supervisors, first level supervisors and confidential employes as defined in the Act." (N.T. 22; See PERA-R-05-293-E, as amended by PERA-U-14-49-E)

5. Prior to January 19, 2015, the Association performed the work of providing security for the County's old courthouse or administration building, which included areas inside the building such as hallways and entrances. The deputy sheriffs performed the work of providing security for the actual courtrooms, holding cells, and judges' chambers when the building was open to the public. (N.T. 36-38)

6. Prior to January 19, 2015, the Association performed the work of providing security for the entire administration building, including the courtrooms and other judges' areas, during nights and weekends when the building was closed to the public. (N.T. 39-40)

7. On January 15, 2015, President Judge Jeffrey L. Finley of the Bucks County Court of Common Pleas issued the following directive:

Dear Commissioners:

On behalf of the Bucks County Court of Common Pleas, and for the Row Officers who will be occupying the Justice Center, I want to express to the County our requirements for Security during normal business hours.

As we continue to face heightened threats against our legal processes, the Judges have concluded that the Security function provided by the Sheriff's Department in the old Courthouse should be expanded within the Justice Center. Deputies shall be assigned not only to prisoner transport and Courtroom Security but shall provide and oversee the Security for the Justice Center during normal hours of work, including extended court hours as identified by my office, or extended Row Office hours. The level of protection afforded through these assignments is of paramount importance and necessary to provide the requisite level of security for the citizens of Bucks County and our employees within the Bucks County Judicial Center.

Security Officers would provide its Security function for all other hours including weekends and holidays.

Nothing herein is intended to alter by whom security is provided at the Courthouse building at 55 East Court Street [the old courthouse/administration building].

(N.T. 88-90; County Exhibit 3)

8. Judge Finley described the impetus for the expanded role of the deputy sheriffs to be their high level of training and the level of control the judges could exercise over them as a court-related agency, as opposed to the Security Guards, who are employes of the County only and subject to the desires of the Commissioners and their corresponding budget restraints. (N.T. 87-88, 102-103)

9. On January 19, 2015, the County opened a new facility called the Criminal Justice Center. With the exception of some maintenance employes on the bottom floor, the new Justice Center primarily houses court-related and court-appointed offices. (N.T. 38-39, 93)

10. Since the County opened the Criminal Justice Center on January 19, 2015, the deputy sheriffs have been performing the work of providing security at the new facility,

including inside and outside the courtrooms, any time the building is open to the public. (N.T. 38-39)

11. Since January 19, 2015, the Association has been performing the work of providing security outside of the new facility when it is open to the public. The Association has also been performing the work of providing security inside the new facility, including courtrooms and other judges' areas, during nights and weekends when the facility is closed to the public. (N.T. 39-40)

12. The County did not bargain with the Association over the change in assigned work at the new facility. (N.T. 40-41)

13. The Association and County were parties to a CBA, which was effective from 2006 through 2011. Following expiration of the CBA in 2011, the parties began negotiating for a successor agreement and eventually starting meeting on a monthly basis in or around 2013.<sup>2</sup> (N.T. 23-25)

14. The Association's bargaining team included Steven Krippel, Tom Wicks, Dave Smith, Tony Succi, Joe Fonde, Ishmael Ramos, Trish DiGuarelli, Wayne Deegan, Mike Mendino, and Lee Matthews. The County's bargaining team included Brian Hessenthaler, the Chief Operating Officer, and Travis Monroe, the Human Resources Director. (N.T. 24-25, 119, 140)

15. When the parties were close to reaching an agreement, the Association held a meeting with its members on or about the third Tuesday of October 2014, during which the members preapproved certain terms and conditions for a CBA. Shortly afterwards, the County agreed to those terms at a meeting with the Association in November 2014, and the parties shook hands. (N.T. 25-28)

16. The County prepared a written version of the agreement following that meeting which it forwarded to the Association by email dated November 14, 2014. The County also forwarded the Association a side agreement relative to the new Criminal Justice Center in the same November 14, 2014 email, which was the first time the Association saw the side agreement. (N.T. 28-32, 34; County Exhibit 2)

17. The Association called an emergency meeting on the second or third Tuesday of November 2014 because of the side agreement following receipt of the County's November 14, 2014 email. The Association once again approved the terms of the CBA at the emergency meeting. The Association President and Vice President signed the CBA and returned it to the County. However, the Association membership voted down the side agreement. (N.T. 31-32, 34-35)

18. During negotiations, the Association's first agenda item at every meeting involved the assignment of security work at the new Criminal Justice Center. However, the County representatives consistently advised the Association that the new CBA had nothing to do with where the Security Guards are posted. Instead, the County advised that the new CBA would only address wages, health benefits, and vacation. The County advised that the situation at the new Criminal Justice Center was out of their control. As a result, the Association dropped the issue every time. The County never indicated that agreement on the successor CBA was conditioned on an agreement relative to the assignment of work at the new Criminal Justice Center. (N.T. 33-34)

19. At the last negotiation session between the parties, the County advised the Association that the Security Guards would perform the work of providing security at the new Criminal Justice Center after hours only, per instructions from the President Judge. The parties did not bargain the assignment of work at the new Criminal Justice Center, nor did the Association agree to any such arrangement. (N.T. 40-43, 55-56)

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<sup>2</sup> Construction on the new Criminal Justice Center began in 2009 or 2010, and the County became aware of the potential issue regarding the assignment of security work at the facility at least as early as 2012. (N.T. 122-123).

20. The Association advised the County representatives the next day following the emergency meeting that the CBA was signed, but the members had voted down the side agreement and the Association would not sign it. At that point, the County representatives briefly caucused in another room, after which the County representatives returned and Monroe stated that if the Association does not sign the side agreement, there would be no CBA. (N.T. 35-36, 137-138)

#### DISCUSSION

Preliminarily, the Court has filed a Petition to Intervene on the side of the County and in opposition to the Association's charge of unfair practices, which specifically raises a constitutional argument regarding the separation of powers doctrine. The Association opposes the Court's Petition to Intervene on the basis that the Court has no interest in the terms or conditions of employment for the Security Guards, as the Security Guards are not subject to the administrative direction of the Court.

The Board's regulation, which governs Interventions, provides that "[t]he Board or a member of the Board, or the hearing examiner, as the case may be, may, by orders, permit intervention in person, by counsel, or by other representative to such extent and upon the terms as they may deem proper." 34 Pa. Code § 95.44. The Board's rules of procedure are to be liberally construed for efficient operation and orderly administration of the acts; the rules may be waived or suspended by the Board at any time and in any proceeding unless the action would deprive a party of substantial rights. **Commonwealth of Pennsylvania, Pennsylvania Emergency Management Agency v. PLRB**, 768 A.2d 1201, 1205 (Pa. Cmwlth. 2001) *citing* 34 Pa. Code § 91.5. Rule 2327(4) of the Pennsylvania Rules of Civil Procedure permit intervention if the determination of such action may affect any legally enforceable interest of such person whether or not he may be bound by a judgment in the action. **Thomas Flagg v. PLRB**, 28 PPER ¶ 28176 (Court of Common Pleas, 1997).

The Court has met the criteria for intervention. The record shows that the President Judge issued a directive on January 15, 2015, expanding the role of the deputy sheriffs in providing security at the new Criminal Justice Center. It is well-settled that the deputy sheriffs directly serve the Court through the Office of the Sheriff and are considered court-related employees, who execute Court orders, serve process, transport prisoners, levy property, and provide security details. **Bucks County Security Guards Ass'n v. Bucks County**, 39 PPER 144 (Proposed Decision and Order, 2008, 39 PPER 160 (Final Order, 2008)). Indeed, the Board has recognized that the Court could not carry out its essential judicial functions without the deputy sheriffs, as well as other court-related employees. *Id.* Thus, any Board determination or remedy here addressing which employees provide security at the new Criminal Justice Center could potentially contradict the Court's January 15, 2015 directive, which the Court submits would impact its ability to properly administer justice. Therefore, the Board's determination may affect the legally enforceable interest of the Court whether or not the Court may be bound by a judgment in this action. As a result, the Court's Petition to Intervene is granted.

Turning to the merits of the first charge docketed at PERA-C-15-41-E, the Association alleged that the County violated Section 1201(a)(1) and (5) of the Act<sup>3</sup> by unilaterally removing bargaining unit work without bargaining with the Association.

It is well settled that the removal of bargaining unit work is a mandatory subject of bargaining and an employer commits an unfair practice when it fails to bargain with the exclusive representative before transferring bargaining unit work to an employee outside the unit. **Hazleton Area Education Support Personnel Ass'n v. Hazleton Area School District**, 37 PPER ¶ 30 (Proposed Decision and Order, 2006) *citing* **Midland Borough School District v. PLRB**, 560 A.2d 303 (Pa. Cmwlth. 1989); **PLRB v. Mars Area School District**, 389

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<sup>3</sup> Section 1201(a) of PERA provides that "[p]ublic employers, their agents or representatives are prohibited from: (1) Interfering, restraining or coercing employees in the exercise of the rights guaranteed in Article IV of this act... (5) Refusing to bargain collectively in good faith with an employee representative which is the exclusive representative of employees in an appropriate unit, including but not limited to the discussing of grievances with the exclusive representative. 43 P.S. § 1101.1201.

A.2d 1073 (Pa. 1978). The removal of **any** bargaining unit work is a per se unfair labor practice. **City of Harrisburg v. PLRB**, 605 A.2d 440, 442 (Pa. Cmwlth. 1992) (emphasis in original). There is no threshold amount of bargaining unit work that needs to be diverted; even a de minimis amount is actionable under PERA. **Lake Lehman Educational Support Personnel Ass'n v. Lake Lehman School District**, 37 PPER 56 (Final Order, 2006). Nor does it matter whether the removal of bargaining unit work resulted in the termination or layoff of bargaining unit employees, or whether the unit members lost pay; instead, the analysis is whether the unit lost work. **Tredyffrin-Easttown School District**, 43 PPER 11 (Final Order, 2011). An employer also commits an unfair practice by altering a past practice concerning the extent to which bargaining unit employees and non-bargaining unit personnel had previously shared work. **Tredyffrin-Easttown School District**, 43 PPER 11 (Final Order, 2011). The Board will not find an unfair practice, however, if there is no evidence that the employer has entered into a quid pro quo with an alternate provider and/or directs non-unit employees in performance of the work at issue. **Fraternal Order of Police, Capitol Police Lodge 85 v. Commonwealth of Pennsylvania**, 29 PPER ¶ 29011 (Proposed Decision and Order, 1997) *citing* **Commonwealth of Pennsylvania (Pennsylvania Historical Museum Commission)**, 28 PPER ¶ 28227 (Final Order, 1997). The complainant in an unfair practices proceeding has the burden of proving the charges alleged. **St. Joseph's Hospital v. PLRB**, 373 A.2d 1069 (Pa. 1977).

In this case, the Association has not sustained its burden of proving that the County violated Section 1201(a)(1) or (5) of the Act by unilaterally removing bargaining unit work. The record shows that prior to January 19, 2015, the Association performed the work of providing security for the County's old courthouse or administration building, which included areas inside the building such as hallways and entrances, when the building was open to the public. The record also shows that prior to January 19, 2015, the Association performed the work of providing security for the entire administration building, including the courtrooms and other judges' areas, during nights and weekends when the building was closed to the public. The record further shows that since the County opened the new Criminal Justice Center on January 19, 2015, the deputy sheriffs have been performing the work of providing security at the new facility, including inside and outside the courtrooms, any time the building is open to the public. However, the record does not show that the County entered into a quid pro quo with an alternate provider or that the County directs the non-unit employees or deputy sheriffs in performance of the work at issue. To the contrary, the record shows that the Court of Common Pleas, which is not the employer of the Security Guards, began using the deputy sheriffs to perform the work at issue, which was not pursuant to any agreement or quid pro quo with the County Commissioners.<sup>4</sup> Likewise, the record indicates that the Court of Common Pleas actually directs the non-unit deputy sheriffs in the performance of the work at issue, and not the County. Accordingly, the charge docketed at PERA-C-15-41-E must be dismissed.<sup>5 6</sup>

Next, the Association has also charged the County in the case docketed at PERA-C-15-44-E with violating Section 1201(a)(1), (5), and (6) of the Act<sup>7</sup> by refusing to execute a CBA negotiated between the parties and insisting for the first time that the Association agree to a side letter, disclaiming any interest in performing certain work at the County's new Criminal Justice Center. The County contends that it did not violate the Act because the parties had negotiated an agreement regarding the substance of the side letter, which the County was simply trying to reduce to writing.

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<sup>4</sup> The record does show that the County negotiated with the Court of Common Pleas to allow the Security Guards to perform the work of providing security at the new Criminal Justice Center during nights and weekends when the building is closed to the public. However, this was not done as part of any type of quid pro quo arrangement, but rather just so that the County could obtain more work for the Security Guards. (N.T. 45-46, 48, 124-125)

<sup>5</sup> The Association also contends in its brief that the County violated the Act by refusing to bargain over the effects or impact of the alleged removal of bargaining unit work. However, the Association did not allege in the February 20, 2015 specification of charges any such impact bargaining claim. As such, the Association's impact bargaining claim is now untimely as a matter of law. See 43 P.S. § 1101.1505 (providing for a four-month statute of limitations period).

<sup>6</sup> Based on my disposition of the charge, it is unnecessary to reach the Court's constitutional argument regarding the separation of powers doctrine.

<sup>7</sup> Section 1201(a)(6) of PERA precludes a public employer from "[r]efusing to reduce a collective bargaining agreement to writing and sign such agreement." 43 P.S. § 1101.1201.

The Board has stated that good faith bargaining cannot be discharged simply by counting the number of meetings between the parties or by weighing the amount of information exchanged during such negotiations. **Carlisle School District**, 24 PPER ¶ 24168 (Final Order, 1993). The totality of the circumstances must be considered in determining whether good faith bargaining did in fact take place. *Id.* After examining all the circumstances one can reasonably conclude that one or the other party never intended to achieve agreement, demonstrated unreasonableness, or displayed a single-minded purpose to thwart the public policy, then good faith bargaining did not occur. *Id.* citing **Homer-Center School District**, 12 PPER ¶ 12169 (Final Order, 1981).

The Association has sustained its burden of proving that the County violated Section 1201(a) (5) of the Act by refusing to bargain in good faith. The record shows that the parties were bargaining a successor agreement in 2013 on a monthly basis following expiration of the 2006-2011 CBA. When the parties were close to reaching an agreement, the Association held a meeting with its members on or about the third Tuesday of October 2014, during which the members preapproved certain terms and conditions for a CBA. Shortly afterwards, the County agreed to those terms at a meeting with the Association in November 2014, and the parties shook hands. The County prepared a written version of the agreement following that meeting which it forwarded to the Association by email dated November 14, 2014. The County also forwarded the Association a side agreement relative to the new Criminal Justice Center in the same November 14, 2014 email, which was the first time the Association saw the side agreement. The Association called an emergency meeting on the second or third Tuesday of November 2014 because of the side agreement following receipt of the County's November 14, 2014 email. The Association once again approved the terms of the CBA at the emergency meeting. The Association President and Vice President signed the CBA and returned it to the County. However, the Association membership voted down the side agreement.

During negotiations, the Association's first agenda item at every meeting involved the situation with the new Criminal Justice Center. However, the County representatives consistently advised the Association that the new CBA had nothing to do with where the Security Guards are posted. Instead, the County advised that the new CBA would only address wages, health benefits, and vacation. The County advised that the situation at the new Criminal Justice Center was out of their control. As a result, the Association dropped the issue every time. The County never indicated that agreement on the successor CBA was conditioned on an agreement relative to the assignment of work at the new Criminal Justice Center.

At the last negotiation session between the parties, the County advised the Association that the Security Guards would perform the work of providing security at the new Criminal Justice Center after hours only, per instructions from the President Judge. The parties did not bargain the assignment of work at the new Criminal Justice Center, nor did the Association agree to any such arrangement.

The Association advised the County representatives the next day following the emergency meeting that the CBA was signed, but the members had voted down the side agreement and the Association would not sign it. At that point, the County representatives briefly caucused in another room, after which the County representatives returned and Monroe stated that if the Association does not sign the side agreement, there would be no CBA. This was clearly bad faith bargaining by the County.

As the Association points out, it is undisputed that the parties had reached agreement on the terms of the written CBA. Indeed, the County prepared the written document, which the Association signed. The County is not arguing that there is any disagreement over the terms of the written CBA. Instead, the County maintains that the parties also had an agreement on the terms of the side letter, which memorialized the assignment of work at the new Criminal Justice Center. However, the record clearly shows that the parties did not bargain this issue. To the contrary, the County insisted to the Association on a consistent basis that the issue was out of its control. Despite this, the County then conditioned the written CBA on agreement on the side letter at the

eleventh hour. As argued by the Association, this is the very essence of bad faith bargaining. As a result, the County has violated Section 1201(a)(5) of the Act.

With regard to the Association's Section 1201(a)(6) claim, the Board has recognized that a public employer violates this provision only if the parties have, in fact, reached an agreement and the employer refuses to execute a written contract. **Troy Area Education Ass'n v. Troy Area School District**, 30 PPER ¶ 30017 (Proposed Decision and Order, 1998) citing **Abington School District**, 11 PPER ¶ 11126 (Final Order, 1980). If there are genuine differences of opinion as to the substance of the understanding, the employer will not be found to have violated the Act by refusing to sign a contract. *Id.* citing **Tussey Mountain School District**, 8 PPER ¶ 332 (1977). A violation of Section 1201(a)(6) presupposes the existence of a collective bargaining agreement requiring only reduction to a written, executed contract. **Troy Area School District**, *supra*. Where a negotiating team, which is not comprised of a majority of the public governing body, reaches tentative agreement subject to ratification, the public body is not necessarily bound by the terms of the tentative agreement. **St. Clair Education Ass'n v. St. Clair Area School District**, 18 PPER ¶ 18116 (Final Order, 1987), *aff'd*, 19 PPER ¶ 19084 (Schuylkill County Court of Common Pleas 1988), *aff'd*, 552 A.2d 1133 (Pa. Cmwlth. 1988), *aff'd*, 579 A.2d 879 (Pa. 1990).

In this matter, the Association has not sustained its burden of proving that the County violated Section 1201(a)(6) of the Act by refusing to reduce the CBA to writing. The record does not show that any of the County Commissioners were on the County's negotiating team, which reached an agreement with the Association on the written terms of the CBA. Nor does the record show that the Commissioners ever ratified the CBA. In fact, the County representatives never placed the written CBA before the Commissioners for ratification. While the County clearly engaged in bad faith bargaining in violation of Section 1201(a)(5) by requiring agreement on the side letter for execution of the CBA, I am unable to conclude that the County has also violated Section 1201(a)(6) of the Act. Therefore, the County will be directed to place the tentative CBA, as it existed in November 2014 without the inclusion of the side letter, before the Commissioners for ratification.

#### CONCLUSIONS

The Examiner, therefore, after due consideration of the foregoing and the record as a whole, concludes and finds as follows:

1. The County is a public employer within the meaning of Section 301(1) of PERA.
2. The Association is an employe organization within the meaning of Section 301(3) of PERA.
3. The Board has jurisdiction over the parties hereto.
4. The County has not committed unfair practices in violation of Section 1201(a)(1) and (5) of PERA in Case No. PERA-C-15-41-E.
5. The County has committed unfair practices in violation of Section 1201(a)(1) and (5) of PERA in Case No. PERA-C-15-44-E.
6. The County has not committed unfair practices in violation of Section 1201(a)(6) of PERA in Case No. PERA-C-15-44-E.

#### ORDER

In view of the foregoing and in order to effectuate the policies of the Public Employe Relations Act, the Examiner

**HEREBY ORDERS AND DIRECTS**

in Case No. PERA-C-15-44-E that the County shall

1. Cease and desist from interfering, restraining or coercing employes in the exercise of their rights;

2. Cease and desist from refusing to bargain collectively in good faith with an employe representative which is the exclusive representative of employes in an appropriate unit, including but not limited to the discussing of grievances with the exclusive representative;

3. Take the following affirmative action:

(a) Immediately submit the written terms of the CBA as it existed in November 2014, without the inclusion of the side agreement, to the County Commissioners for ratification;

(b) Post a copy of this Decision and Order within five (5) days from the effective date hereof in a conspicuous place readily accessible to the bargaining unit employes and have the same remain so posted for a period of ten (10) consecutive days; and

(c) Furnish to the Board within twenty (20) days of the date hereof satisfactory evidence of compliance with this Decision and Order by completion and filing of the attached Affidavit of Compliance.

(d) Serve a copy of the attached Affidavit of Compliance upon the Union; and

**HEREBY ORDERS AND DIRECTS**

in Case No. PERA-C-15-41-E that the complaint is rescinded and the charge dismissed.

**IT IS HEREBY FURTHER ORDERED AND DIRECTED**

that in the absence of any exceptions filed with the Board pursuant to 34 Pa. Code § 95.98(a) within twenty days of the date hereof, this decision and order shall be final.

SIGNED, DATED AND MAILED at Harrisburg, Pennsylvania, this 21<sup>st</sup> day of April, 2016.

PENNSYLVANIA LABOR RELATIONS BOARD

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John Pozniak, Hearing Examiner

COMMONWEALTH OF PENNSYLVANIA  
Pennsylvania Labor Relations Board

BUCKS COUNTY PEACE OFFICERS ASSOCIATION :  
 :  
 : Case Nos. PERA-C-15-44-E  
 v. :  
 :  
 BUCKS COUNTY and :  
 BUCKS COUNTY COURT OF COMMON PLEAS :  
 (INTERVENOR) :

AFFIDAVIT OF COMPLIANCE

Bucks County hereby certifies that it has ceased and desisted from its violation of Section 1201(a) (1) and (5) of the Public Employe Relations Act; that it has complied with the Proposed Decision and Order as directed therein by immediately submitting the written terms of the CBA as it existed in November 2014, without the inclusion of the side letter, to the County Commissioners for ratification; that it has posted a copy of the Proposed Decision and Order as directed therein; and that it has served an executed copy of this affidavit on the Union at its principal place of business.

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Title

SWORN AND SUBSCRIBED TO before me  
the day and year first aforesaid.

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Signature of Notary Public