COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 668	:	
v.	:	Case No. PERA-C-16-100-E
LACKAWANNA COUNTY	:	

PROPOSED DECISION AND ORDER AND ORDER DEFERRING UNFAIR PRACTICE CHARGE IN PART

On April 14, 2016, the Service Employees International Union Local 668 (SEIU or Union) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (Board) against Lackawanna County (County or Employer), alleging that the County violated Section 1201(a)(1), (3), and (5) of the Public Employe Relations Act (PERA or Act) by unilaterally implementing salaries and filling positions contrary to the terms of a collective bargaining agreement.

On April 28, 2016, the Secretary of the Board (Secretary) declined to issue a Complaint and dismissed the charge, noting that the allegations did not support a claim of discrimination under Section 1201(a)(3) of the Act and that the allegations under Section 1201(a)(1) and (5) were appropriately raised as grievances. On May 16, 2016, SEIU filed timely exceptions with the Board challenging the Secretary's decision, arguing that its charge includes claims that the County violated its statutory bargaining obligation by unilaterally implementing salaries inconsistent with the collective bargaining agreement, and implementing wage increases without first bargaining with SEIU. On June 21, 2016, the Board issued an Order Directing Remand to Secretary for Further Proceedings in light of the allegations set forth in the charge and the further clarification on exceptions. On June 28, 2016, the Secretary issued a Complaint and Notice of Hearing, assigning the charge to conciliation for the purpose of resolving the matters in dispute through mutual agreement of the parties, and designating September 9, 2016, in Harrisburg, as the time and place of hearing, if necessary. On August 11, 2016, the County filed an Answer to the Complaint, essentially denying all material allegations contained in the Specification of Charges. The hearing was subsequently continued to December 5, 2016 at the request of both parties.

On December 1, 2016, the County submitted a motion to defer the charge of unfair practices to pending grievance arbitration, as well as a motion for a more definitive statement and request for telephone conference. On December 2, 2016, I denied the County's motion for a more definitive statement, along with its request for a telephone conference. I also reserved any ruling on the deferral motion for the time being.

A hearing was necessary and was held before the undersigned Hearing Examiner on December 5, 2016, at which time the parties were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. The Union filed a post-hearing brief on February 13, 2017. The County filed a post-hearing brief on February 15, 2017.

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. Lackawanna County is a public employer within the meaning of Section 301(1) of PERA. (N.T. 4)

2. SEIU is an employe organization within the meaning of Section 301(3) of PERA. (N.T. 4)

3. SEIU and the County were parties to a Collective Bargaining Agreement (CBA) which was effective January 1, 2009 through December 31, 2012. In 2012, the parties began bargaining for a successor agreement and ultimately agreed to a one-year extension, covering the period of January 1, 2013 through December 31, 2013. (N.T. 8; Union Exhibit 1)

4. SEIU was aware that the County was having problems keeping employes in the Emergency Service Department and proposed wage increases for those employes beyond what they proposed for other employes in bargaining the next CBA in 2013. (N.T. 10; Union Exhibit 2, 3)

5. The County did not agree to SEIU's proposal to grant additional wage increases to employes in the Emergency Service Department beyond those of the other employes in the unit. (N.T. 10)

6. The County has been receiving grants from the Pennsylvania Emergency Management Agency (PEMA) for salary and benefit reimbursement, at least as far back as 2014. (N.T. 68-69; Union Exhibit 16)

7. On January 28, 2015, while still negotiating with the Union, the County requested a PEMA grant, which was approved by letter from PEMA dated July 28, 2015. The funds were granted to the County by PEMA for the salaries and benefits of the Emergency Service Department employes or 911 workers. (N.T. 63-65; Union Exhibit 13, 14)

8. On October 21, 2015, SEIU Business Agent Michelle Williard notified the County Human Resources Deputy Director Brian Loughney that the Union had ratified a successor CBA negotiated between the parties. The contract the Union ratified did not contain additional wage increases for the Emergency Services Department beyond the wage increases of other employes. (N.T. 10-11, 39; Union Exhibit 4, 9)

9. By email dated October 29, 2015, Loughney notified Williard that the County had unilaterally granted the employes in the Emergency Services Department a $2.00 per hour wage increase, in addition to the negotiated percentage increases for the bargaining unit. The County did not negotiate this additional pay increase with the Union. (N.T. 12-13; Union Exhibit 5)

10. On November 5, 2015, the County announced the unilateral pay increase for the 911 employes on its website and did not mention the Union. (N.T. 15; Union Exhibit 7)

11. The parties ultimately entered the successor CBA, which has a term of January 1, 2013 to December 31, 2016. Article 12 governs wages and specifically provides, in relevant part, as follows:

> A. Effective on the dates set forth below, the basic annual wage rate for all Employees who have successfully completed their ninety (90) day probationary period as of that date shall be increased as follows:
>
> 2014 – 2.00% retro-active to January 1, 2014
> 2015 – 2.50% retro-active to January 1, 2015
> 2016 – 2.50%

(Union Exhibit 9)

12. In an early 2016 Salary Board Meeting, the County requested and approved a non-negotiated wage increase for an employe named John Flaherty in the Maintenance Department.[1] Williard sent a cease and desist letter to the County in response on February 16, 2016 and demanded to bargain over such actions. (N.T. 15-17; Union Exhibit 8)

13. In early 2016, Williard notified Loughney that former employes who left their employment with the County during the contract negotiations had not received any retroactive wages. In response, Loughney asked if the Union would forego the retroactive wages for the former employes, to which Williard replied she would take it to the membership for a vote. (N.T. 18-19)

14. By email dated February 3, 2016, Williard advised Loughney that the membership had voted overwhelmingly in favor of seeking the retroactive wages on behalf of the former employes. As of the hearing date, the County has not paid the retroactive wages to the former employes. (N.T. 18-19; Union Exhibit 10)

15. Just prior to the most recent CBA being ratified, the County posted for two job vacancies in the Roads and Bridges Department. The first position was for a truck driver/laborer and advertised a salary of $33,755.00. The second position was for a mechanic and advertised a salary of $34,142.00. The County hired Edward George and Karl Dunda for these positions, but paid them a rate lower than the advertised rates. Williard met with Loughney regarding the issue, and Loughney indicated the posted salaries were a result of a clerical error. The CBA in place at the time these employes were hired did not contain starting salaries. (N.T. 19-22, 37-38; Union Exhibit 11, 12)

DISCUSSION

In its charge, SEIU alleged that the County violated Section 1201(a)(1), (3), and (5) of the Act[2] by unilaterally implementing salaries and

[1] The record shows that Flaherty is not a full dues paying member of the Union, but rather a fair share employe. (N.T. 17-18).

[2] Section 1201(a) of PERA provides that "[p]ublic employers, their agents or representatives are prohibited from: (1) Interfering, restraining or coercing employes in the exercise of the rights guaranteed in Article IV of this act...(3) Discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any employe organization...(5) 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. 43 P.S. § 1101.1201.

filling positions contrary to the terms of the CBA. SEIU also further alleged on exceptions that the County violated its statutory bargaining obligation by unilaterally implementing wage increases without first bargaining with the Union. The County initially contends that the charge should be deferred to the grievance arbitration process, as there are grievances pending regarding each alleged unilateral action. In addition, the County argues that the charge should be dismissed because it was contractually privileged to act as it did, that its actions were consistent with past practice between the parties, and that it had no duty to bargain because of exigent circumstances existing at the time.

Preliminarily, the County has filed an outstanding motion to defer the charge of unfair practices to the grievance arbitration procedure. The Union opposes deferral on the basis that the charge is not rooted in the CBA. The Union's charge of unfair practices raises an issue regarding a number of actions taken by the County. The record shows that the majority of averments address matters which had yet to proceed to grievance arbitration at the time of the hearing, including the Union's averments that the County rescinded an alleged agreement to pay two employes in the Roads and Bridges Department certain advertised wages. The Specification of Charges includes allegations that in November or December of 2016, the County placed an outgoing Commissioner's confidential employe into a bargaining unit position in the Public Defender's office without posting, as required by the CBA. The Specification further alleges that in February 2016, the County placed a bargaining unit employe into a vacancy in the Clerk of Judicial Records Department without posting and at a salary inconsistent with the CBA.[3]

In Pine Grove Area School District 10 PPER 10167 (Order Deferring Unfair Practice Charge Until Further Order of the Board, 1979), the Board indicated that it will defer to grievance arbitration where: (1) a grievance has been filed, (2) the unfair practice charge is rooted in the parties' contract and (3) the conduct which is the subject of the grievance does not involve alleged discrimination toward the exercise of protected employe rights.

The record shows that the Union has filed grievances over each of these issues, which are rooted in the contract. Indeed, the Union has specifically alleged violations of Articles 9 and 12 of the CBA. Further, these portions of the charge alleging a refusal to bargain under Section 1201(a)(5) of PERA do not involve alleged discrimination towards the exercise of protected employe rights.[4] As a result, these portions of the charge under Section

[3] The Union has not addressed the specific averments regarding the positions in the Public Defender's office and Clerk of Judicial Records Department in its post-hearing brief. Nevertheless, the issues are still ripe for a deferral order here.

[4] Although the Union alleged a violation of Section 1201(a)(3) on the charge form, it is well settled that a bald allegation of discrimination alone, without any factual averments to support such an allegation, will not preclude deferral. York Paid Firefighters Ass'n, Local 627, IAFF, AFL-CIO v. Dept. of Fire and Rescue Services, 22 PPER ¶ 22146 (PDO 1991), 22 PPER ¶ 22226 (Final Order 1991), aff'd, 630 A.2d 527 (Pa. Cmwlth. 1993); Conway Borough Police Dept. v. Conway Borough, 28 PPER ¶ 28196 (Proposed Decision and Order 1997). In fact, the Specification of Charges does not include any allegations whatsoever to support a violation of Section 1201(a)(3), nor does the record support such a finding. Accordingly, the charge under Section 1201(a)(3) of the Act will be dismissed.

1201(a)(5) of PERA will be deferred to the parties' grievance arbitration process.[5] These portions of the charge will not be dismissed or rescinded until the parties notify the Board that the matter has been resolved by recourse to grievance arbitration, unless there are allegations that the arbitration proceedings were not fair and regular, the result is repugnant to the Act, or that the arbitration process is taking too long.[6]

Next, the record also shows that two of the averments contained in the charge have already proceeded to grievance arbitration and been subjected to an award. These averments include the unilateral pay increases for the Emergency Services Department employes and one employe in the Maintenance Department. In Pine Grove, the Board indicated that in post-arbitral cases, the Board will retain only limited jurisdiction so as to ensure upon timely filed notice that (a) the grievance arbitration proceedings were fair and regular; (b) the dispute was amicably settled or submitted promptly to arbitration; and (c) the result reached was not repugnant to the Act.

I have reviewed Union Exhibit 17, which is the September 30, 2016 award relative to the County's unilateral pay increase for Maintenance Department employe, John Flaherty. In rendering the award, the arbitrator extensively analyzed the language of the parties' CBA and concluded from the witness testimony that the parties did not have a binding past practice, which altered or supplemented the terms thereof. In fact, the arbitrator ruled for the Union, found that the County violated the CBA when it implemented a wage increase for Flaherty, and ordered the County to prospectively rescind the same. There is absolutely nothing contained in the award, which supports a conclusion that the grievance proceedings were not fair and regular, the dispute was not submitted promptly to arbitration, or the result reached was repugnant to the Act. As such, this portion of the charge will be dismissed.[7]

However, a different result must obtain with regard to the award addressing the Emergency Services Department employes. I have reviewed Employer Exhibit 2, which is an August 9, 2016 award, denying the Union's grievance protesting the unilateral pay increase for the 911 workers. In my view, the result reached is repugnant to the Act, and therefore, the County's request for deferral is denied. In the award, the arbitrator concluded that "[t]he Government may lawfully breach or infringe upon existing Labor contracts if the action is for the safety and health of the citizens." The

---

[5] The Union's allegation of an independent violation of Section 1201(a)(1) in this matter does not preclude deferral either. Although the Board has previously declined to defer a charge of an independent 1201(a)(1) violation to grievance arbitration in Northwestern Education Ass'n v. Northwestern School District, 24 PPER ¶ 24141 (Final Order, 1993), the Board did so on the basis that grievance arbitration is not an adequate forum in which to decide whether an employe's Section IV statutory rights have been violated. This matter is readily distinguishable as it does not involve an issue of individual employe rights under the Act. Instead, this case presents a question regarding a traditional refusal to bargain charge on behalf of the Union under Section 1201(a)(5).

[6] To the extent this Proposed Decision and Order defers to grievance arbitration it is interlocutory in nature and no exceptions may be filed unless and until a further substantive Proposed Decision and Order is issued.

[7] To the extent the charge is dismissed in this regard, the aggrieved party must file exceptions within twenty days of this Proposed Decision and Order to preserve any issues for review.

arbitrator also found that "[t]he County could have met with the Union to discuss this increase to the 911 emergency services employees, but they had no obligation to do so, and their decision, therefore, did not violate the Agreement." Such a conclusion is inimical to the purposes of the Act and runs afoul of Section 701, which expressly delineates wages as the very first term and condition of employment, over which public employers and representatives of public employes must bargain in good faith. The arbitrator did not appear to analyze the language in the CBA, which expressly provides that wage increases "shall be" 2.0% in 2014, 2.5% in 2015, and 2.5% in 2016. Thus, the County not only refused to bargain by unilaterally implementing wage increases for the 911 workers, but it also repudiated the clear language contained in the parties' CBA, as it granted the unilateral increases beyond the percentage increases already set forth in the CBA.

In Millcreek Township School District v. PLRB, 631 A.2d 734 (Pa. Cmwlth. 1993), the Commonwealth Court opined:

> The rationale for considering the unilateral grant of benefits to be an unfair labor practice is that, even if unintentional, the role of the collective bargaining agent as the sole representative of all employees would be undermined if the school district could unilaterally bargain to give individual employees greater benefits than those negotiated for employees who bargained collectively. The issue is not whether the change is a benefit or a detriment to the employees, but whether it affects a mandatory subject of bargaining, i.e. wages, hours or other terms or conditions of employment. A unilateral change in a mandatory subject of bargaining constitutes a refusal to bargain in good faith and is an unfair labor practice because it undermines the collective bargaining process which is favored in this Commonwealth.

Id. at 738. As a result, the County's actions here not only contravene the express language of PERA, but also the clear precedent of the Commonwealth Court. Therefore, it must be concluded that the award is palpably wrong as a matter of law. *See* AFSCME v. PLRB, 529 A.2d 1188 (Pa. Cmwlth. 1987)(holding that in determining whether an award is repugnant to PERA, the issue is not whether the Board would have reached the same result as the arbitrator, but whether the award is palpably wrong as a matter of law). Accordingly, the charge will not be deferred as it relates to the unilateral pay increase for the Emergency Services Department employes and the County will be found to have committed an unfair practice in this regard.

In reaching this conclusion, the County's defenses to the charge are specifically rejected. First of all, the County asserts that it had no duty to bargain over the wages of the 911 workers due to an emergency situation, as it was losing qualified 911 workers to other employers. In Mifflin County School District, 38 PPER 37 (Final Order, 2007), the Board recognized an exception to the bargaining requirement for exigent circumstances, but reiterated the general rule that an alleged emergency unsupported by evidence of reasonable efforts to avert the circumstance will not excuse unilateral wage increases and/or direct dealing. In this case, the record does not show that the County was facing any emergency or exigent circumstances regarding the 911 employes. To the contrary, the record simply shows that the County was having trouble retaining these employes because of low wages. There is absolutely no evidence whatsoever that the County was facing a situation where it would not be able to provide the service. The County did not

present any evidence regarding how many 911 workers it needed to staff each shift, how many shifts there are, or what its complement is for the Department. What is more, the record shows that the Union actually proposed wage increases for the 911 employes beyond the percentage increases for the other bargaining unit members, to which the County would not agree. Indeed, the County knew of the alleged emergency during bargaining, but did not discuss the matter with the Union until the Union ratified the terms of the new CBA, at which point the County immediately announced the unilateral pay increase for the 911 workers. As such, the County's emergency defense is without merit.

Similarly, the County's contractual privilege defense is also untenable. The Board has adopted the sound arguable basis or contractual privilege defense to a claimed refusal to bargain, which calls for the dismissal of a charge when the employer establishes a sound arguable basis in the language of the parties' collective bargaining agreement, or other bargained-for agreement, for the claim that the employer's action was permissible, i.e. contractually privileged under the terms of that agreement. Temple University Hospital Nurses Ass'n et. al. v. Temple University Health System, 41 PPER ¶ 3 (Final Order, 2010). Where the employer asserts a contractual right to change a mandatory subject of bargaining, it must point to specific, agreed-upon contract language which arguably indicates the union expressly and intentionally authorized the employer to take the precise unilateral action at issue. *Id.* citing Port Authority Transit Police Ass'n v. Port Authority of Allegheny County, 39 PPER 147 (Final Order, 2008).

In this case, the County relies on two clauses in the Management Rights provision of the CBA, which provide that the following responsibilities of management are not subject to the collective bargaining process: "[t]he determination of Lackawanna County's financial, budgetary, accounting and organization policies and procedures" and "[t]he continuous overseeing of personnel policies, procedures and programs of county personnel within county government." (*See* County's brief at p.9 citing Union Exhibit 10). However, this provision does not even arguably state that the Union expressly and intentionally authorized the County to unilaterally alter wages, which are already set forth elsewhere in the CBA. Nor does the CBA contain any other provisions which can arguably be construed as granting the County the authority to unilaterally alter wages. Therefore, the County's contractual privilege defense fails as a matter of law.

Further, the County's past practice defense also lacks merit. In Wilkes-Barre Police Benevolent Ass'n v. City of Wilkes-Barre, 33 PPER ¶ 33087 (Final Order, 2002), the Board noted that it has consistently applied the definition of past practice adopted by the Pennsylvania Supreme Court in County of Allegheny v. Allegheny County Prison Employees Independent Union, 381 A.2d 849 (Pa. 1978) and stated as follows:

> [A] custom or practice is not something which arises simply because a given course of conduct has been pursued by management or the employees on one or more occasions. A custom or a practice is a usage evolved by men as a normal reaction to a recurring type of situation. It must be shown to be the accepted course of conduct characteristically repeated in response to the given set of underlying circumstances. This is not to say that the course of conduct must be accepted in the sense of both parties having agreed to it, but rather that it must be accepted in the sense of being regarded by the men involved as the normal

> and proper response to underlying circumstances presented. *Id.* quoting County of Allegheny, at 852, n. 12. In Ellwood City Police Wage and Policy Unit v. Ellwood City, 29 PPER ¶ 29214 (Final Order, 1998), aff'd, 731 A.2d 670 (Pa. Cmwlth. 1999), the Board stated that '[t]he definition of past practice requires that the parties must develop a history of similar responses or reactions to a recurring set of circumstances.' *Id.* at 507. In Pennsylvania Liquor Control Board Officers III v. Pennsylvania State Police, Bureau of Liquor Control Enforcement, 24 PPER ¶ 24171 (Final Order, 1993), the Board held that, where evidence of past practice revealed a divergent application of a seniority system in selecting vacation periods, there was no past practice.

In the instant matter, the County claims that the parties have a past practice whereby the Union has acquiesced to unilateral pay increases for select members of the bargaining unit. The County relies on alleged pay increases, which were given to employes in the District Attorney's office in or around 2015. However, the record shows that the pay increases for these employes were actually obtained by way of the Union filing grievances on behalf of those employes, and not by the County unilaterally granting the increases. (Employer Exhibit 2). Thus, it cannot be seriously contended that the parties have an accepted course of conduct whereby the Union characteristically permits the County on a repeated basis to unilaterally grant pay increases to certain employes in the unit. In any event, even if the Union had acquiesced to a unilateral pay increase for the employes in the District Attorney's office in 2015, it is well settled that a union does not forever waive its right to bargain future changes to a mandatory subject by its acquiescence, either express or implied, to the employer's previous unilateral changes in the subject matter. Temple University Health System, 41 PPER 3 (Final Order, 2010). As a result, the County's past practice defense is unavailing.

Finally, the Union has alleged that the County violated the Act by failing to pay retroactive wage increases to former employes.[8] It is well settled that the Board exists to remedy violations of statute, i.e., unfair labor practices, and not violations of contract. Pennsylvania State Troopers Ass'n v. PLRB, 761 A.2d 645 (Pa. Cmwlth. 2000). Where a breach of contract is alleged, interpretation of collective bargaining agreements typically is for the arbitrator under the grievance procedure set forth in the parties' collective bargaining agreement. *Id.* at 649. However, the Board will review an agreement to determine whether the employer has clearly repudiated its provisions because such a repudiation may constitute both an unfair labor practice and a grievance. *Id.*

In this case, the parties' CBA expressly provides for retroactive pay increases of 2.0 percent in 2014 and 2.5 percent in 2015 for "***all [e]mployees*** who have successfully completed their ninety (90) day probationary period." (Emphasis added). The CBA does not require that the employes still be working at the County at the time of the CBA's execution, as alleged by the County. To the contrary, the CBA clearly says that "all" employes are entitled to the retroactive wage increases, with the only qualifier being that the employes complete their 90-day probationary period. Thus, the County has clearly repudiated the CBA by refusing to pay former employes

[8] This portion of the charge is not being deferred because there is no record evidence of a grievance being filed relative to the retroactive pay increases for former employes.

their retroactive wage increases to the extent those former employes who left their employment with the County during contract negotiations had successfully completed their 90-day probationary period. Accordingly, the County has violated Section 1201(a)(5) of the Act.

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. SEIU 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 committed unfair practices in violation of Section 1201(a)(1) and (5) of PERA.

5. The County has not committed unfair practices in violation of Section 1201(a)(3) of PERA.

6. The Board's post-arbitral deferral policy has been satisfied with respect to the averment of a unilateral wage increase for John Flaherty.

ORDER

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

HEREBY ORDERS AND DIRECTS

That the County shall:

1. Cease and desist from interfering, restraining or coercing employes in the exercise of the rights guaranteed in Article IV of the Act.

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

3. Take the following affirmative action which the Examiner finds necessary to effectuate the policies of PERA:

(a) Immediately rescind, on a prospective basis only, the unilateral wage increase of $2.00 per hour for the Emergency Service Department employes; and immediately implement the retroactive wage increases for all employes, including but not limited to, former employes of the County who left their employment with the County during contract negotiations, to the extent those employes successfully completed their 90-day probationary period, together with six (6%) percent per annum interest.

(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 its

employes, and have the same remain so posted for a period of ten (10) consecutive days;

(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; and

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

IT IS HEREBY FURTHER ORDERED AND DIRECTED

that the charge of unfair practices is dismissed in part as it relates to the averment of a unilateral wage increase for John Flaherty and deferred in part to the grievance arbitration procedure with respect to the allegations involving the employes in the Roads and Bridges Department, as well as the positions in the Public Defender's Office and Clerk of Judicial Records Department.

IT IS HEREBY FURTHER ORDERED AND DIRECTED

that in the absence of any exceptions filed pursuant to 34 Pa. Code § 95.98(a) within twenty (20) days of the date hereof, this decision and order shall become and be absolute and final.

SIGNED, DATED AND MAILED from Harrisburg, Pennsylvania this 4th day of May, 2017.

PENNSYLVANIA LABOR RELATIONS BOARD

_____

John Pozniak, Hearing Examiner

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 668	:	
v.	:	Case No. PERA-C-16-100-E
LACKAWANNA COUNTY	:	

AFFIDAVIT OF COMPLIANCE

Lackawanna County hereby certifies that it has ceased and desisted from its violations 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 rescinding, on a prospective basis only, the unilateral wage increase of $2.00 per hour for the Emergency Service Department employes; and immediately implementing the retroactive wage increases for all employes, including but not limited to, former employes of the County who left their employment with the County during contract negotiations, to the extent those employes successfully completed their 90-day probationary period, together with six (6%) percent per annum interest; that it has posted a copy of the Proposed Decision and Order in the manner prescribed therein; and that it has served a 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

_____
Signature of Notary Public