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July 21, 2023

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ALLEGHENY COUNTY
Case Number: PERA-C-22-142-W

Enclosed please find the Proposed Decision and Order in the above-caption matter.

Sincerely,

/s/ Stephen A. Helmerich

STEPHEN A. HELMERICH, ESQUIRE
Hearing Examiner

SAH:cif

cc: WILLIAM D MCKAIN
PITTSBURGH REGIONAL OFFICE

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

ALLEGHENY COUNTY PRISON EMPLOYEES :
INDEPENDENT UNION :
:
v. : CASE NO. PERA-C-22-142-W
:
COUNTY OF ALLEGHENY :

PROPOSED DECISION AND ORDER

On June 2, 2022, the Allegheny County Prison Employees Independent Union (ACPEIU or Union) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (PLRB or Board) alleging that Allegheny County (County, Jail or Employer) violated Section 1201(a)(1) and (5) of the Public Employee Relations Act (PERA or Act) when the County unilaterally transferred Level 3 lunch shifts, nighttime sanitation details, kitchen repair details, and Level 2 control work to non-bargaining unit sergeants in April and May of 2022.

On June 22, 2022, the Secretary of the Board issued a complaint and notice of hearing assigning the matter to conciliation and designating September 23, 2022, in Pittsburgh, as the time and place of hearing.

On September 1, 2022, the Union filed an amended charge of unfair practices with the Board alleging that the County violated Section 1201(a)(1) and (5) of the Act when the County additionally unilaterally transferred control shifts, escort shifts, Level 3 lunch reliefs, and special duty electric details to non-bargaining unit sergeants in July and August, 2022.

On September 16, 2022, the Secretary of the Board issued an amended complaint and notice of hearing designating September 23, 2022, in Pittsburgh, as the time and place of hearing.

The hearing was continued once and held on December 7, 2022, in Pittsburgh, before the undersigned Hearing Examiner, at which time all parties in interest were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. The Union filed its post-hearing brief on February 16, 2023. The County filed its post-hearing brief on May 22, 2023.

The Hearing Examiner, based upon all matters 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. 7).
2. The Union is an employee organization within the meaning of Section 301(3) of PERA. (N.T. 7).
3. The Union represents Corrections Officers (CO) at the County's Jail. Sergeants are not within the bargaining unit. A CO's

duties generally include care, custody and control of inmates at the Jail. COs perform the jobs in the Jail that supervise or directly deal with inmates. (N.T. 18-19, 21).

4. The County Jail has three shifts. First shift is 7:00 am to 3:00 pm. Second shift is 3:00 pm to 11:00 pm. Third shift is 11:00 pm to 7:00 am. COs generally do not work set jobs. Jobs are bid on by seniority. COs can bid for specific levels (floors) within the Jail, specific housing units, specific shifts, or specific work assignments. (N.T. 16-19, 37-38).

5. The Jail is divided into levels or floors. The levels go from the ground floor up to level 8. Levels 1 through 8 have housing unit job assignments. Level 1 also has classification, classrooms and chaplains. Intake is on the ground floor. (N.T. 19-20).

6. A special detail assignment occurs when the County contracts with a vendor to perform a job in the Jail such as maintenance. A CO is assigned to escort the vendor through the Jail. (N.T. 21-22).

7. COs are entitled to a one-hour lunch break. A lunch relief shift is when a CO fills in for other COs who are on lunch break. Lunch relief duties are typically performed by COs assigned to escort duty on a floor. The relieving CO performs the duties of the CO on lunch break. Lunch relief duties have always been performed by COs in the bargaining unit. (N.T. 23-26).

8. On May 20, 2022, a sergeant was assigned to the lunch reliefs on the third shift and performed those duties on that shift. On May 21, 2022, a sergeant was assigned to do lunch reliefs for the 3rd shift on the level 4 housing unit and performed those duties on that shift. On May 21, 2022, sergeants were assigned to perform lunch relief duties on level 4 during the 3rd shift and performed those duties. Additionally, sergeants were scheduled to lunch relief shifts and performed them on August 21, 2022 on the first shift. The County did not bargain with the Union over the issue of having sergeants perform lunch relief work. (N.T. 27-36, 73; Union Exhibits 1, 2, 6).

9. The Jail has taken COs from intake in the past to cover lunch reliefs. In the case of the lunch relief duties for May 21, 2022, the Jail could have reassigned COs from intake instead of assigning sergeants. Lunch reliefs are only 3 hours and the Jail had COs available from intake of the night of May 21, 2022, and on August 21, 2022. The COs would then return to intake after performing lunch relief duties. For the May 20, 2022, lunch relief duties, the Jail could have again taken COs from intake to cover lunch relief shifts. (N.T. 160-164, 169, 172-174).

10. The central control booth monitors the entire Jail including all the housing units, provides entry into the facility, and monitors the parking lot. Each CO assigned to the central control booth is assigned to monitor certain levels and certain job functions such as opening doors, speaking to COs through a panel, and monitoring the cameras for a unit for emergencies. The COs in the central control booth also call medical emergencies, call inmate on inmate altercations, and control the elevators. Typically, four COS are

assigned to the central control booth. The work in the control booth has always been performed by COs on central control duty. (N.T. 36-39).

11. On April 17, 2022, Union President and CO Brian Englert entered the control booth on the 2nd shift and found a sergeant working in the control booth. The sergeant in the control booth told Englert that there were not enough qualified people to work the control booth so a sergeant was assigned. The County did not bargain with the Union over the issue of having sergeants perform control booth work. (N.T. 38-41).

12. Nighttime sanitation detail is a job duty where a CO will supervise inmates as the inmates clean the Jail's kitchen. The nighttime sanitation detail has always been performed by a CO. The Union discovered that a sergeant has been assigned to the nighttime sanitation detail on multiple occasions in April, 2022. The County did not bargain with the Union over the issue of having sergeants perform nighttime sanitation detail work. (N.T. 41-44).

13. Rayburn kitchen detail is a job duty where a CO supervises vendors and contractors performing work in the Jail's kitchen. This job duty happens as needed but happens frequently. The job has always been staffed by COs. On May 24, 2022, May 25, 2022, and August 23, 2022, a sergeant was assigned to and worked the Rayburn kitchen detail. (N.T. 45-50, 77; Union Exhibit 3, 6).

14. With respect to the May 24, 2022, Rayburn Kitchen detail, the Jail could have pulled COs from intake to cover the Rayburn Kitchen Detail instead of having sergeants perform the job duty. (N.T. 164-165).

15. Floor control is a duty where a CO mans a floor control desk in the middle of housing units. This CO is called the floor control officer. The floor control officer sits at the desk for their shift and their duties include responding to codes, handling attorney visits, monitoring cameras, assuring routine deliveries are made, assuring logbooks are complete, and supervising transfers. The floor control duty has always been performed by a CO. (N.T. 50-51).

16. On May 25, 2022, a sergeant was assigned to and performed floor control duties on the 2nd shift. Sergeants were also assigned to work floor control duties on July 30, August 6, and August 13, 2022. The County did not bargain with the Union over the issue of having sergeants perform floor control work. (N.T. 51-62; Union Exhibit 4).

17. On July 30, 2022, and August 6, 2022, a CO could have been pulled from lounge duty to cover the floor control shifts. The Union does not view the lounge duty as exclusive bargaining unit work and would rather have COs pulled from the lounge to cover exclusive bargaining unit work. Additionally, the Jail could have assigned COs from intake to cover the floor control duties. (N.T. 165-168).

18. The intake job duty is performed by COs and consist of many discrete duties including checking on the status of new inmates, processing incoming inmates and preparing them for being admitted to

the Jail, scheduling hearings for inmates in front of judges, searching and escorting new inmates to holding cells, and putting inmates into Jail uniforms. This duty has always been performed by COs. (N.T. 61-62).

19. On August 6, 2022, six sergeants were assigned to intake and worked those positions. The County did not bargain with the Union over the issue of having sergeants perform intake work. (N.T. 62-64).

20. The escort job duty consists of working on a housing level and escorting inmates to and from medical and intake, responding to codes, and performing lunch reliefs as needed. A CO has always performed the escort job. (N.T. 64).

21. On August 20, 2022, on the second shift on Level 4, a sergeant relieved a floor control CO and escort officer CO and then performed their jobs. The County did not bargain with the Union over the issue of having sergeants perform escort work. (N.T. 65-73; Union Exhibit 5).

22. Special electric detail is a job duty performed by COs where the COs escort a vendor or contractor through the jail so that the vendor can perform work. This duty has always been performed by COs. (N.T. 75-76).

23. On August 23, 2022, a sergeant was assigned to and worked a special electric detail on first shift. The County did not bargain with the Union over the issue of having sergeants perform special electric detail work. (N.T. 76-80; Union Exhibit 7).

24. For the August 23, 2022, special electric detail the Jail could have pulled a CO from the lounge duty to cover the special electric detail. A senior CO could have been pulled from intake, classrooms, or the nightshift DHU. Additionally, a senior CO would have taken the special electric detail as overtime as it is a premium job if it had been offered to them. (N.T. 170).

25. Generally, one of the Union's concerns is that COs will be called for voluntary overtime and agree to do it for a premium duty such as lunch relief or Rayburn kitchen detail. Then, after volunteering, they will be moved by Jail management to a non-premium duty such as housing detail and the sergeants are then assigned to the premium duties. The sergeants are thus assigned to the most desirable or premium duties on a shift. The Union is willing to bargain with the County over sergeants filling some duties when there are not enough COs available, but the Union would like some say on how sergeants are assigned so that COs can use seniority rights for bidding positions. (N.T. 80-83, 149-152).

26. Englert has asked the County to bargain over the issue of assigning sergeants to CO duties and the County has not agreed to bargain. Englert has brought up multiple times with the County that the Union would rather the County take COs from lounge duty to cover open CO duties as lounge duty is not an exclusive job to the COs. Major Jason Batykefer has discussed the basis of the County's decision making with Union officers. (N.T. 23, 58, 80-83, 96-97, 154, 166).

27. When the Jail is short COs for any particular shift, there are two general methods for assigning additional COs who are not already working. COs have the ability to volunteer for overtime at any time. The Desk sergeant can then fill open duties on a shift with COs who have volunteered for overtime. If there are still open duties and no available COs who are volunteering to work overtime, the desk sergeant can use a force list to force or mandate COs to work overtime. COs have the ability to refuse to work mandated overtime in certain conditions. In every instance raised by the Union in this matter, the County exhausted the volunteer overtime and force lists before assigning sergeants. (N.T. 90, 105-107, 114-115).

28. The Jail has a lack of COs to fill all needed duties on each shift. The lack of COs for available job duties is due to the Jail not hiring enough COs, the County promoting many COs to sergeant, and COs refusing to work mandatory overtime. At the time of the hearing, the issue of COs refusing some mandatory overtime was a topic of arbitration between the parties. (N.T. 84, 111-113).

29. When the Jail decides to cut CO jobs by starting with the premium jobs first, that is the jobs with less inmate contact. For example, the Jail will first cut jobs in intake. Next, the Jail will cut from classrooms or other programming. Next, the jail will cut five-hour and six-hour escort positions. Once all these positions are cut, any further cuts may lead to the restriction of movement through the Jail and also lockdowns. The County has locked down the Jail due to lack of COs. (N.T. 53-54, 111-113, 116-117).

DISCUSSION

The Union in this matter charged that the County violated Section 1201(a)(5) of the Act when the County transferred bargaining unit work to sergeants without bargaining.

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 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).

In this matter, the record supports the Union's charge and shows that the County assigned sergeants to exclusive CO job duties without bargaining. Specifically, the record shows the County transferred the following work to sergeants in 2022: control booth on April 17; nighttime sanitation detail in April; lunch relief duties on May 20, May 21, and August 21; Rayburn kitchen detail on May 24, May 25 and August 23; floor control duties on May 25, July 30 and August 6; special kitchen detail on August 6; intake duties on August 6; escort duties on August 20; and special electric detail on August 23. The County does not contest that it assigned sergeants to these duties, that these duties are exclusive to COs, and that it did not bargain with the Union over the assignment of sergeants to these duties.

The County raises three defenses. First, the County argues that its conduct in this matter was an exercise in inherent managerial prerogative and, thus, there was no bargaining violation. (County's Brief at 7-10). The issue of outsourcing or removal of bargaining unit work has already been addressed by the Pennsylvania Supreme Court who found that the issue, when balanced pursuant to State College Area School District, 461 Pa. 494 (1975), is not an issue of inherent managerial prerogative but a matter subject to good faith bargaining under Section 701 because the issue's impact on wages, hours, terms, and conditions of employment far outweighs any considerations of managerial policy. PLRB v. Mars Area School District, *supra*. Since the issue of outsourcing has already been determined to be one that is subject to bargaining under Section 701, the County's argument that it had an inherent managerial right to schedule sergeants to job duties which were the exclusive bargaining unit work of the COs must fail.

Second, the County argues that the issue of removing the bargaining unit work from the COs is not a mandatory subject of bargaining because the County's interests, and the interests of the public, supersede those of the bargaining unit. (County's Brief at 10). As discussed above, this issue of outsourcing has already been addressed by the Pennsylvania Supreme Court who found that the issue is one that is subject to bargaining under Section 701 of the Act. Mars Area School District, *supra*. It is well settled that the Board properly relies on precedent to determine whether a matter constitutes a mandatory subject of bargaining rather than reinventing the wheel by applying the State College balancing test to arrive at the same result as the established precedent. PSCOA v. Commonwealth of Pennsylvania Dept. of Corrections, Waynesburg SCI, 33 PPER ¶ 33178 (Final Order, 2002); Pennsylvania State Corrections Officers Ass'n v. Commonwealth of Pennsylvania, Dept. of Corrections, Fayette SCI, 35 PPER 58 (Proposed Decision and Order, 2004) citing Teamsters Local 77 & 250 v. PLRB, 786 A.2d 299 (Pa. Cmwlth. 2001). Although the decision regarding the negotiability of a particular subject is in part fact driven, once the Board has conducted this analysis the result is precedential for future cases on the same or similar facts. Fayette SCI, *supra*. Where a party introduces new or different facts that may alter the weight the matter at issue bears on the interests of the parties, additional analysis may be warranted. The burden is on the party requesting departure from established precedent to demonstrate on the record facts warranting such a departure. *Id.* In this matter the County has not presented sufficient facts to depart from forty-five years of established precedent.

Third, the County argues that its actions are excused by the "exigent circumstances" doctrine adopted by the Board. (County's Brief at 15-17, with related argument at 11-15). The Board has recognized an exigent circumstances exception to the broad rule that an employer must bargain the removal of bargaining unit work. Reynolds Education Ass'n, PSEA/NEA v. Reynolds School District, 37 PPER 111 (Proposed Decision and Order, 2006) citing City of Jeanette v. PLRB, 890 A.2d 1154 (Pa. Cmwlth. 2006). An exigent circumstance may serve as a defense to a failure to bargain charge, but only where the employer establishes that it has made reasonable efforts to avert the situation, and where it is proven that compliance with the collective bargaining agreement, interest arbitration award, or collective bargaining obligations, would be impossible and cause the employer to be unable to timely perform an essential public function. Mifflin County Educational Support Personnel Association ESPA/PSEA/NEA v. Mifflin County School District, 38 PPER 37 (Final Order, 2007).

In Pennsylvania State Troopers Ass'n v. Commonwealth of Pennsylvania, Pennsylvania State Police, 37 PPER 4 (Final Order, 2006), the Board held that the employer did not commit an unfair practice by assigning bargaining unit teaching/training work to a non-bargaining unit trainer where no member of the bargaining unit was available to provide that training on short notice due to the abrupt retirement of the trainer.

In Allegheny County Prison Employees Independent Union v. Allegheny County, 48 PPER 3 (Proposed Decision and Order, 2016), Hearing Examiner Pozniak found that the County met its burden of showing exigent circumstances to excuse its obligation to bargain the removal of bargaining unit work when a sergeant escorted an inmate alone because the inmate was having chest pains and the escort CO was not available. Hearing Examiner Pozniak held:

Furthermore, the very work at issue here involved exigent circumstances wherein an inmate was complaining of chest pains. Indeed, [the County witness] described how the County must treat such complaints as if a heart attack is imminent because every second that is delayed could result in the loss of life. The record further shows that the escort officer was either on break or taking care of something else inside the jail during this April 2015 incident. As such, the County was under no obligation to bargain over the transfer of bargaining unit work to non-bargaining unit employees in such circumstances.

Allegheny County, 48 PPER 3 (internal citations omitted).

As the claim of exigent circumstances is a defense to a charge of unlawful outsourcing, the County has the burden of showing that such circumstances existed in each of the charged instances of outsourcing.

My review of the exigent circumstances cases which involve removal of bargaining unit work show that the Board has found the

exigent circumstances defense where there was a sudden, imminent, and accidental emergency where no bargaining-unit employee was available to perform the work. For example, in Pennsylvania State Police, supra, the Board held that exigent circumstances existed where no member of the bargaining unit was available to provide training on short notice due to the abrupt retirement of the trainer for classes already scheduled. In Allegheny County, 48 PPER 3, Hearing Examiner Pozniak found exigent circumstances when a sergeant escorted an inmate alone because the inmate was having chest pains and the escort CO was not available.

This case does not compare to those cases as the exigent circumstances claimed by the County are, by contrast, foreseeable, systemic, and structural. The shortage of COs on shifts at the Jail is not a fluke occurrence. The circumstances in this case are entirely dissimilar to a state trooper with specialized and unique training retiring without notice or an inmate having chest pains when no CO was close by. I find this case much closer to City of Jeannette, supra, where the Board rejected an exigent circumstance defense where the employer transferred overtime work from the bargaining unit and assigned it to a manager where the employer had adequate notice of the need for overtime assignment and had adequate time to follow the contract and past practice regarding bargaining unit overtime assignment.

An important fact in this matter that distinguishes it from Pennsylvania State Police, supra, and Allegheny County, 48 PPER 3, is that in this matter COs were generally available to perform the duties that were given to sergeants. The County did show in every case in this matter that the Jail management exhausted the possibilities of COs volunteering for overtime or mandating COs to stay at the Jail to perform duties. However, the record shows that, nevertheless, there were COs still generally available to perform the duties that were assigned to sergeants because on-duty COs could be moved to the open duties. Also the record shows that other solutions existed besides assigning sergeants to CO work. Here I credit the testimony of Englert that showed that generally COs could have been moved from intake, or the lounge, or some other solution (such as offering premium duties to COs as overtime as an inducement or partial locking down the Jail on certain floors) could have been found before unilaterally assigning sergeants to exclusive work of the COs. Based on the above, I will not find that a continual and systemic problem of understaffing of COs at the County Jail to be an exigent circumstance sufficient to justify the routine and unilateral outsourcing of CO job duties. In the context of the Board's exigent circumstances exception, the County was not faced with an emergency and there were COs and other solutions available.

Furthermore, the County here has not shown that it made reasonable efforts to avert the situation. Mifflin County School District, supra. It is clear from the record that the issue of assigning sergeants to CO's work without bargaining is new, however the underlying issues of the Jail with respect to being short staffed is not new. I infer from the record that the County has, in the past, found solutions to the problems of being short staffed that did not entail unilaterally removing bargaining unit work. I find that the County could have found solutions to the issues of lack of COs that did

not entail the removal bargaining unit work while it bargains with the Union over a mutually agreeable solution.

The County has also not shown on this record that compliance with its collective bargaining obligations would be impossible and that meeting its collective bargaining obligation would cause it to be unable to perform essential functions. *Id.* The record here does not support a conclusion that the County would be unable to perform essential functions if it met with the Union to discuss the issue of staffing sergeants to CO duties when the schedule is short COs. As mentioned above, the shortage of COs at the jail is foreseeable and recurring problem and the County must attempt to work with the Union to find mutually agreeable solutions to the foreseeable and recurring issue. The lack of COs on a shift is not an out-of-the-blue surprise to the County. The record shows the County has not made a good-faith effort to meet its collective bargaining obligations. The record only shows that Batykefer has from time-to-time explained the County's rationale for its unilateral removal of bargaining unit work to Englert. (The County's refusal to meet with the Union on this issue is likely motivated by its incorrect belief that removal of bargaining unit work is an inherent managerial right, as discussed above.) By contrast, the record shows that the Union is willing to allow the County to use sergeants to fill CO duties when there are not enough COs available if the County came to the Union and bargained the issue. Nevertheless, the record shows the County made no good-faith effort to meet its collective bargaining obligations before it removed the CO's bargaining unit work.

For the above reasons, the County has committed bargaining violations under Section 1201(a)(5) of the Act.

CONCLUSIONS

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

1. The County is a public employer within the meaning of Section 301(1) of PERA.
2. The Union 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.

ORDER

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

HEREBY ORDERS AND DIRECTS

that the County of Allegheny shall:

1. Cease and desist from interfering, restraining or coercing employees 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 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.

3. Take the following affirmative action:

(a) Immediately return the following work to the bargaining unit: control booth; nighttime sanitation detail; lunch relief; Rayburn kitchen detail; floor control; special kitchen detail; intake; escort; and special electric detail.

(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 employees 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 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 at Harrisburg, Pennsylvania, this twenty-first day of July, 2023.

PENNSYLVANIA LABOR RELATIONS BOARD

/s/ Stephen A. Helmerich
STEPHEN A. HELMERICH, Hearing Examiner

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

ALLEGHENY COUNTY PRISON EMPLOYEES :
INDEPENDENT UNION :
v. : CASE NO. PERA-C-22-142-W
COUNTY OF ALLEGHENY :

AFFIDAVIT OF COMPLIANCE

The County of Allegheny 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; that it immediately returned the control booth, nighttime sanitation detail, lunch relief, Rayburn kitchen detail, floor control, special kitchen detail, intake, escort, and special electric detail work to the bargaining unit; 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.

Signature of Notary Public