COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

AFSCME DC 86 AFL-CIO	:	
	:	
v.	:	Case No. PERA-C-24-127-E
	:	
CLINTON COUNTY	:	

PROPOSED DECISION AND ORDER

On June 7, 2024, the American Federation of State, County, and Municipal Employees, District Council 86 (AFSCME or Union) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (Board) against Clinton 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 granting a pay increase for certain bargaining unit employes on March 21, 2024, and directly dealing with those employes in violation of its good-faith bargaining obligation.

On July 8, 2024, the Secretary of the Board issued a Complaint and Notice of Hearing, assigning the charge to conciliation and directing a hearing on October 10, 2024, if necessary. The hearing ensued as scheduled on October 10, 2024, at which time the parties were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. AFSCME filed a post-hearing brief in support of its position on November 18, 2024. The County filed a post-hearing brief in support of its position on November 19, 2024.

The Hearing 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. 7)

2. AFSCME is an employe organization within the meaning of Section 301(3) of PERA. (N.T. 7)

3. AFSCME is the exclusive bargaining representative for a unit of nonprofessional court-related employes at the County. Specifically, the Board issued a Nisi Order of Certification on December 11, 1980, which certified AFSCME as the exclusive representative for a unit described as:

> In a subdivision of the employer unit comprised of all full-time and regular part-time nonprofessional court-related employes including but not limited to: PROTHONOTARY'S OFFICE—Clerks, Clerk/Typists and Deputies; REGISTER AND RECORDERS OFFICE—Deputies and Clerks; CHILDREN AND YOUTH OFFICE—Caseworkers and Clerk/Typists; SHERIFF'S OFFICE—Chief Deputies, Deputies and Clerk IIs; DISTRICT ATTORNEY'S OFFICE—Secretaries; and PUBLIC DEFENDER'S OFFICE—Secretaries; and excluding management level employes, supervisors, first level supervisors, confidential employes and guards as defined in the Act.

(PERA-R-80-157-C; Union Exhibit 1)(Emphasis in original)

4. AFSCME and the County are parties to a collective bargaining agreement (CBA) effective January 1, 2022 through December 31, 2025. (Joint Exhibit 1)

5. Article 6 of the CBA, which is entitled "Salaries," provides in relevant part as follows:

> Section 6.1. The salary for each member of the bargaining unit shall be increased as follows:
>
> 2022 $1.60/hr
> 2023 $1.30/hr
> 2024 $.75/hr
> 2025 $.50/hr
>
> Section 6.2. For all employees hired effective on or after January 1, 2022, the starting salary shall be as set forth in Schedule "A," attached hereto and made a part hereof, for the job classification grade. Thereafter and except as hereinafter provided, the salary shall increase by the percentages above in each subsequent year of this agreement. The starting salary for an entrance level deputy sheriff prior to completing training and certification shall be at grade F. Upon completion of training and certification, the deputy sheriff shall be moved to grade H.
>
> Section 6.3. If an employee is assigned to temporarily work out of his or her regular classification, after two weeks in the temporary out-of-class assignment, he or she will be paid either five percent (5%) above his or her current rate or the starting rate for the out-of-class position, whichever is higher.

(Joint Exhibit 1)

6. The CBA further provides, in Schedule "A," in relevant part as follows:

Grade	Starting Salary
A	25,795
C[sic]	28,079
D	29,307
E	30,597
F	32,403
H[sic]	34,866
I	36,434
J	38,080

(Joint Exhibit 1)

7. On March 21, 2024, the County Commissioners voted to approve an increase in wages for several deputy sheriffs in the nonprofessional court-related bargaining unit without discussion with AFSCME. (N.T. 11-12, 15, 81; Union Exhibit 1)

8. Specifically, the County changed the grade for a new-hire in the position of full-time Deputy Sheriff from Grade F to Grade G with a starting

salary of $35,866. The County also changed the grade for a full-time Deputy who has completed the required training and passed all certifications to Grade I with a starting salary of $37,897. The County additionally increased the salary of Chief Deputy Sheriff James Worden, Deputy Sheriffs Ryan Bratton, Brian Walizer, Tyler Butler, Steven Yandell, and Scott Sorgan, along with Administrative Assistant Melissa Wegener, by $1,500. The County likewise increased the salary for Deputy Sheriffs Curtis Dershem, Jeremiah Manning, and Trey Foster, by $2,000. (N.T. 11-12, 15; Union Exhibit 1, 4)

9. On March 28, 2024, after the County had implemented the pay increases, AFSCME Staff Representative Jason White advised the County that the pay increases had to be negotiated. (N.T. 17)

10. In response to Staff Representative White's demand, the County's Chief Clerk, Desiree Myers, provided him with a Memorandum of Understanding (MOU), which provided, in relevant part, as follows:

> WHEREAS, turnover and retention of Sheriff's Deputies persist as challenges within the Clinton County Sheriff's Department, particularly in comparison to competitive surrounding counties; and
>
> WHEREAS, the County of Clinton has proposed retention incentives aimed at addressing this issue, which have been deemed acceptable by AFSCME, District Council 86, representing the Bargaining Unit for Sheriff's Deputies within Clinton County.
>
> THEREFORE, the parties hereto agree to the following:
>
> A Grade G starting salary of $18.39 per hour, equating to an annual salary of $35,866, shall be established. Upon completion of required training and successful certification, employees shall progress to a Grade I with a salary of $19.43 per hour, amounting to $37,888.00 annually.[1]
>
> Effective for the pay period commencing after the date of this [MOU], the salaries of current full-time certified Sheriff's Deputies shall be increased by $1,500 per year. An increase of $2,000 shall be given to newly hired uncertified Sheriff's Deputies to bring them to the updated starting salary.
>
> Entered into this 21st day of March, 2024...

(N.T. 17; Union Exhibit 3)(Emphasis in original)

11. AFSCME Staff Representative White did not sign the proposed MOU offered by Chief Clerk Myers. (N.T. 16-17)

12. Thereafter, the Union attempted to bargain commensurate wage increases for the rest of the employes in the bargaining unit with the County, but the parties were unable to reach an agreement. The County eventually rescinded the pay increases for the employes in the Sheriff's

[1] The record is unclear as to why the $37,888 salary figure in the proposed MOU differs slightly from the $37,897 salary figure which the County actually implemented.

office on July 11, 2024. (N.T. 74; Union Exhibit 10, 11, 12, 13, County Exhibit 2, 3)

DISCUSSION

AFSCME argues that the County violated Section 1201(a)(1) and (5) of the Act[2] by unilaterally increasing the wages for bargaining unit employes in the Sheriff's office on March 21, 2024, without bargaining with the Union. AFSCME submits that, in doing so, the County unilaterally made a change to a mandatory subject of bargaining for a smaller part of the bargaining unit, which interfered with and undermined the Union's ability bargain collectively for the entire unit. The County, on the other hand, contends that the charge should be dismissed because the unilateral pay increases for the employes in the Sheriff's office were a continuation of a past practice. Relying on PLRB v. AFSCME, AFL-CIO, 348 A.2d 921 (Pa. Cmwlth. 1975), the County asserts that since it allegedly gave unilateral pay increases to the probation officer employes in the court-appointed professional bargaining unit in January 2021, the County had no bargaining obligation to the Union here and was free to grant similar pay increases to the Sheriff's office employes.

It is well settled that a public employer commits an unfair practice within the meaning of Section 1201(a)(1) and (5) of the Act by unilaterally changing employe terms and conditions of employment, which includes compensation in the form of wages and medical benefits. PSSU Local 668, SEIU v. Franklin County, 34 PPER ¶ 121 (Proposed Decision and Order, 2003)(*citing* Appeal of Cumberland Valley School District, 394 A.2d 946 (Pa. 1978)). A public employer also commits an unfair practice by bypassing the designated bargaining representative of the employes and negotiating directly with employes in the bargaining unit. AFSCME Local No. 1971 v. Philadelphia Office of Housing and Community Development, 31 PPER ¶ 31055 (Final Order, 2000).

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

[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...(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.

> collective bargaining process which is favored in this Commonwealth.

Id. at 738.

In this case, AFSCME has sustained its burden of proving that the County violated Section 1201(a)(1) and (5) of the Act. The record clearly shows that the County granted unilateral pay increases for the employes in the Sheriff's office on March 21, 2024. The County's own witness, Chief Clerk Desiree Myers, admitted that the County did so without bargaining with the Union. In fact, the County did not even notify the Union until March 28, 2024. The County does not dispute the fact that wages are a mandatory subject of bargaining. Instead, the County cites PLRB v. AFSCME, AFL-CIO, 348 A.2d 921 (Pa. Cmwlth. 1975) as support for its position. However, the County's reliance on AFSCME, AFL-CIO is misplaced, as that case does not provide adequate grounds for its defense.

First of all, the County asserts that, since it granted unilateral pay increases for certain probation officer employes in the court-appointed professional unit in January 2021, the parties have an established past practice, which permits the County to do the same with the Sheriff's office employes here. Unfortunately for the County, however, the record does not show that the County granted unilateral pay increases to those probation officer employes in January 2021. In support of its claim, the County introduced, as County Exhibit 1, the minutes from a Salary Board meeting on January 4, 2021. While the minutes demonstrate that the President Judge recommended the pay increase for certain probation officer employes in the court-appointed professional unit, there is nevertheless no evidence to support the County's contention that the pay increases were unilaterally implemented without any bargaining with AFSCME. In an apparent attempt to rectify this problem, the County introduced the testimony of Chief Clerk Myers, who readily conceded that she had no knowledge regarding whether or not negotiations took place prior to the pay increases. (N.T. 66). Indeed, the record shows that Myers did not even start her position as Chief Clerk until July 2023 and began her employment at the County in January 2022 as a Human Resources Administrator. (N.T. 62, 80-81). Thus, Myers was not a competent witness to establish that the January 2021 pay increases for the probation officer employes were allegedly not bargained with the Union.

Furthermore, the competent evidence of record, submitted by AFSCME as Union Exhibit 7, shows that those January 2021 pay increases for certain probation officer employes were, in fact, bargained with the Union. This exhibit includes an April 21, 2021 email from the County solicitor at the time, Larry Coploff, to AFSCME Staff Representative Jason White. In his email, Attorney Coploff stated that he was attaching three MOUs between the County and AFSCME, "…[t]he first involves the stipends for probation employees with certain firearms training during 2021 and thereafter as long as the Court funds the stipends. ***This was discussed and the concept approved by you in late December 2020 or early in 2021...***" (Union Exhibit 7)(emphasis added). This language clearly demonstrates that the January 2021 pay increase for certain probation officer employes in the court-appointed professional unit were negotiated with the Union, contrary to the County's assertions.[3] As such, the County's defense must fail.

[3] At the hearing, the County objected to the admission of this exhibit on the basis of hearsay, arguing that the County was prejudiced because Attorney Coploff was not present for cross-examination. (N.T. 21). However, the

In any event, even if the County had unilaterally granted these pay increases to the probation officer employes in January 2021, the County's defense would still be unavailing. 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 explained 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.

Here, the record shows that the County approved pay increases for certain court-appointed probation officer employes upon recommendation of the President Judge in January 2021. Even assuming that the pay increases were unilaterally granted, the record still shows that these were employes from a different bargaining unit than the instant court-related nonprofessional employes in the Sheriff's office. It is axiomatic that the alleged past practice between the County and the court-appointed professional unit cannot be applied to the bargaining relationship between the County and the court-related nonprofessional unit. Of course, this must be the rule. Otherwise, if taken to its logical conclusion, the County's argument for a binding past practice between the County and the court-related nonprofessional unit based on an alleged past practice between the County and the court-appointed professional unit would also mean that the court-related nonprofessional unit could potentially also be bound by the collective bargaining agreement for the court-appointed professional unit. *See* County of Allegheny, at 852 (evidence of past practice can be used to clarify ambiguous language, implement contract language which sets forth only a general rule, modify or amend apparently unambiguous language which has arguably been waived by the parties, and create or prove a separate, enforceable condition of employment

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objection was overruled, as Coploff was the former County solicitor. Therefore, the email thread contained in the exhibit clearly represents an admission by a party in this matter, a well-recognized exception to the hearsay rule.

which cannot be derived from the express language of the agreement).[4] At least one hearing examiner has recognized that an alleged past practice between a public employer and a bargaining unit cannot be used to define an established binding practice between that same employer and a separate unit, even if the separate unit is just a different local of the same parent union. *See* AFSCME DC 47 Local 2186 v. City of Philadelphia, 54 PPER 10 (Proposed Decision and Order, 2022)(no past practice of excluding overtime wages from make-whole awards where arbitration awards in evidence all involved a separate bargaining unit). For this reason alone, the County's defense must be rejected.

What is more, even assuming that the County successfully demonstrated that it unilaterally granted the pay increases in January 2021, to the same bargaining unit of court-related nonprofessional employes, the County's defense would still be untenable. To be sure, the County has only introduced evidence of one occasion in January 2021 whereby the County allegedly granted unilateral pay increases to the probation officer employes without negotiating with the Union. This hardly rises to the standard set forth by the Pennsylvania Supreme Court in Allegheny County, *supra,* wherein the Court noted that the practice must be shown to be the accepted course of conduct characteristically repeated in response to the given set of underlying circumstances. The record is devoid of any evidence that the parties ever repeated this alleged conduct even once prior to the March 21, 2024 unilateral change. The Board has recognized that a single occurrence of an event, which has not been repeated, is insufficient to establish a binding past practice between the parties. Oil City Education Support Professionals, PSEA/NEA v. Oil City School District, 50 PPER 68 (Final Order, 2019)(one occasion of an annual assignment of bargaining unit lunch monitoring duties for 2016-2017 school year insufficient to demonstrate a binding past practice of shared duties between unit and non-unit employes prior to the 2017-2018 school year assignments). For this reason as well, the County's defense falls short.

Finally, the County's reliance on PLRB v. AFSCME, AFL-CIO, 348 A.2d 921 (Pa. Cmwlth. 1975) is further misplaced because that decision appears to have been subsequently overruled, albeit *sub silentio*. In AFSCME, AFL-CIO, the Commonwealth Court held that the city employer did not commit an unfair practice when it unilaterally granted two merit pay increases to employes because it was a continuation of a prior practice, which the parties had subjected to bargaining, but which remained unresolved. *Id.* at 924-925. This was essentially a decision that the union waived the issue by failing to successfully bargain a change to the prior practice. But the courts have long since changed their stance on waiver in this Commonwealth.

There is no question that the Union can expressly agree that an otherwise negotiable subject matter shall be the sole province of management and thereby waive the bargaining rights on that subject during the contract term. Crawford County v. PLRB, 659 A.2d 1078 (Pa. Cmwlth. 1995). A waiver

[4] To further demonstrate the fallacy of the County's argument, it is also worth considering that the County's position would also bind separate employers. Although the County is in a joint employer relationship with both the court-related nonprofessional and court-appointed professional units, the row office employers set forth in the Board's Nisi Order of Certification, which included the Prothonotary, Register and Recorder, Children and Youth, Sheriff, District Attorney, and Public Defender, would be bound by an alleged past practice existing between the Court of Common Pleas and its employes.

of bargaining rights will not be lightly inferred and may only be found when the words show a clear and unmistakable waiver. *Id.* at 1082-1083. The Board has long recognized that even the inclusion of a zipper clause in a collective bargaining agreement does not in and of itself constitute a waiver of bargaining rights and obligations. Venango County Board of Assistance, 11 PPER ¶ 11223 (Final Order, 1980) *aff'd sub. nom.* Commonwealth of Pennsylvania v. PLRB, 459 A.2d 452 (Pa. Cmwlth. 1983). Waiver was designed for the protection of the party to a collective bargaining agreement who wishes to preserve the status quo as to matters covered therein, not for the party who wishes to change it; waiver was designed to be used as a shield, not as a sword. *Id.* That is to say that such a clause may only be used as a shield by either party to prevent incessant demands during the contract term made by the other party seeking to alter the status quo. Use of the clause as a sword by one seeking to impose unilateral changes without first bargaining is prohibited. Commonwealth of PA, *supra*, at 457.

In the instant matter, the County is attempting to use a purported waiver by the Union regarding one prior instance of an alleged unilateral change in January 2021 as support for its authority to make the March 21, 2024 unilateral changes to wages for employes in the Sheriff's office. But the County has not identified any contractual language that would support such a waiver, nor is there even a zipper clause in the CBA. Nevertheless, even if there were a zipper clause in the CBA, the County's position would still lack merit. Indeed, as expressly set forth above, the County is attempting to use the purported waiver as a sword to upset the status quo and make unilateral changes to wages during the term of a CBA, rather than as a shield to protect itself from incessant demands to bargain mid-term. However, the Commonwealth Court has specifically rejected such an approach to the waiver doctrine in Commonwealth of PA, *supra*, and noted its disapproval.

What the County fails to recognize is that the March 21, 2024 unilateral change to wages for the employes in the Sheriff's office was an unfair practice for three reasons. First, the County made a unilateral change to a mandatory subject of bargaining without negotiating the matter with the Union. Likewise, the County engaged in direct dealing by bypassing the exclusive certified bargaining representative and providing wage increases to individual employes.[5] And, the County repudiated the contractual provisions governing wages and rates of pay. The CBA expressly sets forth the hourly wages and salaries for the employes in the unit. By unilaterally increasing the wages for employes beyond those set forth in the CBA, the County clearly repudiated those provisions and cannot now claim that the Union waived the issue by allegedly permitting a prior unilateral change in January 2021. The Board has long held 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,

[5] AFSCME need not show that the County actively engaged in direct negotiations or exchanged proposals with the employes in the Sheriff's office to sustain the direct dealing portion of the charge; all that is necessary is that the County, acting unilaterally and without the Union's consent, increased their rate of pay and the employes accepted it. East Stroudsburg Area Educational Support Personnel Ass'n v. East Stroudsburg Area School District, 54 PPER 65 (Proposed Decision and Order, 2023); Pleasant Valley Education Support Professionals Ass'n, PSEA/NEA v. Pleasant Valley School District, 56 PPER 4 (Final Order, 2024). These facts are easily borne out by the record here.

41 PPER 3 (Final Order, 2010).[6] Accordingly, it must be concluded that the County has committed unfair practices in violation of Section 1201(a)(1) and (5) of the Act by unilaterally granting pay increases for employes in the Sheriff's office on March 21, 2024. As such, the County will be directed to rescind the unilateral pay increases, to the extent it has not already done so, on a prospective basis only.[7]

CONCLUSIONS

The hearing 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. AFSCME 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 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:

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[6] Once again, at least one Board hearing examiner has even found an arbitration award, upholding a public employer's unilateral change to wages for emergency services employes, to be repugnant to the Act, thereby precluding deferral, and declaring the award to be "palpably wrong as a matter of law." SEIU Local 668 v. Lackawanna County, PERA-C-16-100-E (Proposed Decision and Order & Order Deferring Unfair Practice Charge in Part, 2017).

[7] Of course, the remedy will be limited to prospective relief only in this regard, such that the Sheriff's office employes will not be required to pay back any excess wages that occurred as a result of the County's unfair practices.

(a) Immediately rescind the March 21, 2024 pay increases for the Sheriff's office employes and immediately return the Sheriff's office employes to their contractual pay rates, on a prospective basis only;

(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 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 14th day of January, 2025.

PENNSYLVANIA LABOR RELATIONS BOARD

/s/ John Pozniak
John Pozniak, Hearing Examiner

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

AFSCME DC 86 AFL-CIO	:	
	:	
v.	:	Case No. PERA-C-24-127-E
	:	
CLINTON COUNTY	:	

AFFIDAVIT OF COMPLIANCE

Clinton 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 the March 21, 2024 pay increases to the Sheriff's office employes and immediately returning them to their contractual pay rates, on a prospective basis only; 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