

COMMONWEALTH OF PENNSYLVANIA  
Pennsylvania Labor Relations Board

TEAMSTERS LOCAL UNION 776 :  
 :  
 : CASE NO. PERA-C-24-214-E  
 v. :  
 :  
 ADAMS COUNTY :

**PROPOSED DECISION AND ORDER**

On September 18, 2024, Teamsters Local Union 776 (Union) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (Board) alleging that Adams County (County or Employer) violated Section 1201(a)(1) and (5) of the Public Employee Relations Act (PERA or Act) engaging in direct dealing when, on September 10, 2024, the County sent a letter to bargaining unit members regarding a pending decertification petition.

On October 4, 2024, the Secretary of the Board issued a complaint and notice of hearing designating December 18, 2024, in Harrisburg, as the time and place of hearing.

By letter dated January 28, 2025, the undersigned Hearing Examiner blocked the proceedings on the related decertification petition filed at PERA-D-23-186-E pursuant to the Board's blocking policy. Charley v. PLRB, 583 A.2d 65 (Pa. Cmwh. 1990).

The hearing was continued once and held on February 5, 2025, in Harrisburg, 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 and the County filed post-hearing briefs on March 3, 2025. The County filed an additional or addendum brief on March 5, 2025, but it was not considered.

The Hearing Examiner, based upon all matters of record, makes the following:

**FINDINGS OF FACT**

1. Adams County is a public employer within the meaning of Section 301(1) of PERA. (N.T. 14).
2. The Union is an employee organization within the meaning of Section 301(3) of PERA. The Union represents court-appointed support staff including general clerks, administrative assistants, court reporters, and case management officers. These employees work in Domestic Relations, the Magisterial District Courts, and the Court of Common Pleas. The previous collective bargaining agreement (CBA) between the parties expired on December 31, 2023. (N.T. 14, 41).
3. William Olmeda is the Business Agent for the bargaining unit. He services both the contracts for the support staff and professional

unit in Adams County. He has been a Business Agent for over 20 years. (N.T. 39).

4. The Union and the County began negotiations for a successor contract for the bargaining unit in May 2023. The parties again met in August and September 2023. Bargaining sessions in October and November 2023 were canceled. The Union asked for interest arbitration as it determined the parties were at impasse. Tentative dates for interest arbitration were given to the Union in October, November and December of 2023. The parties never scheduled interest arbitration hearings. (N.T. 40-43).

5. On August 21, 2023, employee Julie Markle filed with the Board a petition to decertify the Union. (PERA-D-23-186-E).

6. On August 20, 2024, Olmeda sent a letter to the bargaining unit members which states:

To: Adams County Court Related Support Staff  
Bargaining Unit Employees

Re: Decertification Update

In May of 2023 the Local Union was in negotiations with the County of Adams to negotiate a new agreement for the court related support staff unit. During the negotiations sessions both parties tentatively agreed to several improvements in the area of wages and benefits, subject to membership approval. The Local Union also filed for interest arbitration which was scheduled.

In August of 2023 a petition to decertify the Union was filed by Julie Markle. Shortly afterwards the County suspended all negotiations until such time as the decertification is resolved.

The Agreement expired December 31, 2023, [and] with no new agreement in place your unit did not receive a pay increase. The Local Union requested several times for the County to give a wage increase, but the request was denied.

Several Unfair Labor Practice Charges have been filed against the County and the Court. This is a lengthy process and could take several months or years to address. Until such time the Charges are addressed satisfactorily, or the decertification petition is withdrawn everything is status quo.

I will keep you informed of any new developments.

Sincerely,

William A. Olmeda  
Business Agent 776

(County Exhibit 1).

7. On September 10, 2024, County Administrator Steve Nevada sent every member of the bargaining unit a letter. This letter states in relevant part:

To: Court-Appointed Support Staff  
RE: Wages & Status of the Decertification  
Petition

Dear Employees:

On or about August 20, 2024, Teamsters Business Agent Bill Olmeda sent you each a letter, which he characterizes as an update on the status of the Decertification Petition filed in August of 2023 (more than a year ago). I am writing to provide you with factual, public information to provide clarity on the status of the Decertification Petition and the numerous Teamsters filings that followed.

. . .

Until the block is removed and the Petition for Decertification is resolved, the wages and benefits provided by the County cannot change. The PLRB has affirmed that everything must remain "status quo" - that is, as it was at the time of the expiration of the Agreement - including wages, until the decertification matter before the PLRB is resolved. PLRB Hearing Examiner Jack Marino stated during the hearing on the matter of PERA-C-24-22-E:

"... this Court ... subscribes to the static status quo doctrine, which requires the employer [the County] to freeze everything as a snapshot when it was on the date of contract expiration, which includes wages."

The County is disappointed that more than a year has passed and the Decertification Petition is still not resolved. The County welcomes final resolution of the above-referenced matter pending before the PLRB so that the County can either resume negotiations with an employee bargaining representative or, if the decertification vote is successful, immediately establish wages and benefits for the impacted employees. You have every right under the Public Employee Relations Act to determine if you want a bargaining representative, and if so, who you want to serve

as that representative. Your right to make that selection should be free from interference, undue influence and unreasonable delay.

Sincerely,  
Steve Nevada  
County Administrator.

(N.T. 17, 24-26; Union Exhibit 1).

8. All County employees not in the bargaining-unit received wage increases of 4% effective January 1, 2024. Bargaining-unit members did not. (N.T. 29-30, 71).

### **DISCUSSION**

The Union charges that the County violated Section 1201(a)(1) and (5) of the Act when it sent its September 10, 2024 letter to bargaining-unit members. The Union argues:

[W]here the County goes astray is by addressing the Union employees directly with their intentions should the employees successfully decertify. . . . [T]he County alerts the employees that anyone who chooses to no longer be represented by the Union will "immediately establish wage and benefits". . . .

This offer is directed towards the employees and not the Union and unfortunately brings the issue of bad faith bargaining into an already drawn-out and lengthy ordeal between the two parties. The letter states that if they don't decertify, they would go back to bargaining. The parties had agreed to an arbitrator and attempted to schedule an arbitration. The Employer had intentionally delayed the process. The statement that the County would go back to bargaining was a false statement and was a threat to the employees in the unit. . . .

(Union's Brief at 5-6).

The law is well-established that an employer is not precluded from communicating, in non-coercive terms, with employees during negotiations as long as such communications are not an attempt to negotiate directly with bargaining unit members. Chester County Intermediate Unit No 24 Education Association, PSEA/NEA v. Chester County Intermediate Unit No 24, 35 PPER 110 (Final Order, 2004). An employer's communications, however, may not include actual or veiled threats of reprisal, promises of benefits directed to the employees, or constitute an attempt to circumvent the employees' bargaining representative and negotiate directly with employees. PLRB v. Williamsport School District, 6 PPER 57 (Nisi Decision and Order, 1975). An employer's threats, coercion, and direct dealing with employees to circumvent the employee representative are unfair practices under Section 1201(a)(1) and (5) of PERA. E.g. AFSCME, Local Union No.

1971 v. Philadelphia Office of Housing and Community Development, 31 PPER ¶31055 (Final Order, 2000).

In Williamsport School District, supra, the Board found that the employers letter to bargaining unit members was not an unfair practice because: "The fact that an employer chooses to inform employees of the status of negotiations or proposals made to the union, or its version of a breakdown of negotiations will not alone establish a failure to bargain in good faith. In our view, [the employer's communication] was a legitimate response to an earlier communication from the [union]. . . ." (internal citations omitted).

The Board has held:

To afford public employees the full benefit and protection of the collective bargaining rights guaranteed to them by the Act, it is necessary to insulate them from any efforts by the public employer, direct or indirect, to undercut the authority of the employees duly selected representative, or fragment the unity of the bargaining unit. Any such action by the public employer is considered to be an unfair practice.

PLRB v. Northern Bedford School Dist., 7 PPER 194, 195 (Nisi Decision and Order, 1976).

In Upper Darby Township, 4 PPER 105 (Final Order, 1974), the Board found an unfair practice when, prior to an election for representation, a township manager promised employees the rest of the day off if union was defeated in the upcoming vote. In Teamsters Local 776 v. Juniata County, 49 PPER ¶ 11 (Proposed Decision and Order, 2016), the undersigned Hearing Examiner found that the county committed an unfair practice when, after a decertification petition had been filed but before an election, a county commissioner promised bargaining unit members that they would not lose health care benefits if they voted to decertify the union.

Moving to this case, the record is clear and revolves around the September 10, 2024 letter sent to the bargaining unit members. There is no dispute it was sent by the County to bargaining unit members and that bargaining unit members read it. It is clear this letter was sent in response to the Union's earlier letter. The Union agrees that most of the letter is proper and I also find that the letter is mostly a legitimate response to the Union's previous email and lays out the County's version or interpretation of the underlying events. The issue in this matter is the last paragraph of the County's letter which states:

The County is disappointed that more than a year has passed and the Decertification Petition is still not resolved. The County welcomes final resolution of the above-referenced matter pending before the PLRB so that the County can either resume negotiations with an employee bargaining representative or, if the decertification vote is successful, immediately establish wages and

benefits for the impacted employees. You have every right under the Public Employee Relations Act to determine if you want a bargaining representative, and if so, who you want to serve as that representative. Your right to make that selection should be free from interference, undue influence and unreasonable delay.

While the last paragraph of the County's letter appears to be an expression of the County's view of events and a response to Olmeda's letter, the County also directly and concretely addresses the wages and benefits of the bargaining unit members and explicitly connects the possibility of new wages and benefits for them to a successful vote to decertify the Union. In other words, the County's letter tells the bargaining unit employees that if they vote to decertify the union, they will immediately get new wages and benefits from the employer. I find that this makes the last paragraph an unfair practice.

The specific words used by the County in its letter are important and must be examined in detail and in context of the record as a whole. The letter calls the bargaining-unit members "impacted" employees. "Impacted" in this letter refers to the bargaining unit employees' inability to receive any raises from the County due to the County adhering to a static status quo policy. That is, the bargaining unit members are impacted by (or strongly affected) by the County's adherence to the static status quo. Thus, by using "impacted" to describe the bargaining unit members, the County is highlighting that the bargaining unit members have been detrimentally affected by adherence to the status quo and is reminding them they have not received any wage or benefit increases since the expiration of the CBA.

The County's use of "establish" is important. Establish means to bring something about or set something up with a connotation that the thing set up is new. "Establish" has synonyms such as initiate, inaugurate, invent or generate. The use of "establish" modifies "wages and benefits". The natural way to read this phrase, then, is that the County will create and implement new wages and benefits for the impacted employees. That is, the County is stating it recognizes that the workers are negatively affected by the status quo and will create new wages and benefits for the workers now in the status quo.

The use of "immediately" is also important. "Immediately" describes how fast the County intends to act if the bargaining unit members vote to decertify the Union. The County is promising to move as soon as possible and with alacrity to address the wages and benefits of the employees suffering in status quo if the employees vote to decertify the Union. This use of "immediately" is in obvious contrasting juxtaposition to an interminable status quo ("The County is disappointed that more than a year has passed") or to an undefined period of collective bargaining should the employees vote to keep the Union as a representative. The message is clear to the bargaining unit member: Vote to decertify and you will immediately get new wages and benefits or keep the union and continue to suffer under the status quo as more collective bargaining takes place.

Taking all the above into consideration, the reader of the County's letter would have very much on their mind that their wages and

benefits have been static since the expiration of the CBA. Thus, when the County says that it "welcomes final resolution . . . so that the County can . . . immediately establish wages and benefits for the impacted employees," the reader would take this to mean that, if they vote to decertify the Union, the County will immediately set up or initiate new wages and benefits to address the impact on workers whose wages and benefits have been frozen. Or, put another way, the letter says that if the employees now suffering under the status quo vote to decertify the union, the County will as soon as possible create new wages and benefits for them. That is, the County will quickly address the employees impacted by the status quo by giving them new wages and benefits if the Union is decertified by vote.

It is reasonable to infer from the letter that these will be new wages and benefits and not be what they are getting under the status quo. It is also reasonable for the reader to infer that these new wages and benefits would likely be better than what they are receiving in the status quo. This reasonable inference is based on the fact that as of January 1, 2024, the County had given raises to all employees except the bargaining-unit members. A reasonable employee would infer from these facts that the County is likely to raise their wages above what they are receiving in the status quo if they vote to decertify the Union.

Based on the above, the County's letter is a promise of benefits directed to bargaining unit employees should they vote to decertify the Union and is an unfair practice. Upper Darby Township, supra.; Teamsters Local 776 v. Juniata County, supra.

Due to my finding an unfair practice in this matter, the County's adherence to the static status quo based on Midwest Piping & Supply Co., 63 NLRB 1060, 1062 (1945), is no longer supported. The County and the Union will be ordered to immediately proceed to interest arbitration.

Upon satisfactory evidence of compliance filed by the County, the block issued by the undersigned Hearing Examiner on Petition PERA-D-23-186-E in connection with this matter and any other outstanding block will be lifted so that action on the decertification petition can proceed.

#### **CONCLUSIONS**

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

1. Adams County is a public employer within the meaning of Section 301(1) of PERA.
2. The Union is an employee organization within the meaning of Section 301(3) of PERA.
3. The Board has jurisdiction over the parties hereto.
4. Adams 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 Hearing Examiner

**HEREBY ORDERS AND DIRECTS**

that the County of Adams 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 proceed to interest arbitration pursuant to Sections 805 and 806 of the Act;

(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 tenth day of March, 2025.

**PENNSYLVANIA LABOR RELATIONS BOARD**

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



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**AFFIDAVIT OF COMPLIANCE**

The County of Adams 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 has immediately proceeded to interest arbitration pursuant to Sections 805 and 806 of the Act; 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.

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Signature/Date

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Title

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

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Signature of Notary Public