COMMONWEALTH OF PENNSYVLVANIA
Pennsylvania Labor Relations Board

TRANSPORT WORKERS UNION OF AMERICA, LOCAL 282	:	
v.	:	Case No. PERA-C-12-341-E
BRISTOL TOWNSHIP SCHOOL DISTRICT	:	

PROPOSED DECISION AND ORDER

On October 18, 2012, the Transport Workers Union of America, Local 282, (TWU or Union) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (Board) against the Bristol Township School District (District), alleging that the District violated Section 1201(a)(1) and (5) of the Public Employe Relations Act (PERA), 43 P.S. §1101.1201 (a)(1) and (5).

On December 4, 2012, the Secretary of the Board notified the parties that she declined to issue a Complaint and Notice of Hearing because the charge was untimely in that it fell outside the four-month statute of limitation provided under Section 1505 of PERA, 43 P.S. §1101.1505.

On December 24, 2013, the Union filed exceptions to the Secretary's decision not to issue a complaint. On May 20, 2013, the Board remanded the matter to the Secretary with the direction to issue a complaint.

On June 12, 2013, the Secretary of the Board issued a Complaint and Notice of Hearing in which January 8, 2014 in Harrisburg was assigned as the time and place of hearing.

On December 17, 2013, the hearing examiner continued the hearing to February 7, 2014, at the request of the District, without objection from the Union. The hearing was continued again, and held on March 21 and 26, 2014.

On those two dates, all parties were afforded an opportunity to present testimony, cross examine witnesses and introduce documentary evidence.

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

FINDINGS OF FACT

1. The Bristol Township School District is a public employer within the meaning of Section 301(1) of PERA.

2. The Transport Workers Union of America, Local 282, is an employee organization within the meaning of Section 301(3) of PERA.

3. The Union is the exclusive representative of the District's full-time and regular part-time personal care assistants, maintenance employes, custodial employes and warehouse workers; and excluding management level employes, supervisors, first level supervisors, confidential employes and guards as defined in the Act. (N.T. 290)[1]

[1] On September 28, 2011, the Union filed a petition at Case No. PERA-R-11-325-E to accrete the PCAs into the existing unit of the District's custodians, maintenance and warehouse workers. The Secretary of the Board dismissed the petition. The Union filed exceptions. The Board remanded the petition for a hearing. Prior to the hearing, the parties stipulated to the facts necessary to hold an election. The employes voted in favor of the union and on May 2, 2012, the Board certified the Union as the exclusive representative a unit that accreted the PCAs.

4. Michael Walsh is the president of TWU, Local 282, and is a District employee. (N.T. 290)

5. For years, the District has employed personal care assistants (PCAs) to provide one-on-one assistance during the school day to students with disabilities who receive an Individualized Education Plan (IEP). The assistance is generally of a non-instructional nature, including monitoring behavior and assisting with the use of medical equipment or devices where necessary. The District's use of PCAs is regulated by the School Code at 22 Pa. Code § 14.105. (N.T. 176-177, 182, 192-193, 367)

6. The District treated the PCAs as hourly employees who were paid in the range of $9.00 to $12.00 per hour. The District did not pay the PCAs fringe benefits such as health care coverage or short term disability insurance, paid vacation or other paid time off. (N.T. 128, 298-299, 311)

7. On September 28, 2011, the Union filed a petition to accrete the PCAs into the existing unit of custodians, maintenance and warehouse workers of the District. Despite the Secretary of the Board first dismissing the petition, the matter eventually proceeded to an election in the Union's favor and a Board certification of the Union as the exclusive representative of the PCAs on May 2, 2012. (PERA-R-11-325-E)

8. At the end of each school year, the PCAs received a notice of layoff and then were recalled for the next school year. (N.T. 315)

9. On March 28, 2012, the District entered into an agreement with Substitute Teacher Service (STS), a private company, to provide PCAs for the District. On April 10, 2012, the District's Board of Directors discussed the STS agreement at a public meeting. (N.T. 228, Union Exhibit 7)

10. On April 16, 2012, at a public meeting, the Board of Directors voted to approve the agreement and the Board Secretary executed the written agreement. The agreement was available to the public on both April 10 and 16. The term of the agreement was July 1, 2012 to June 30, 2014. (N.T. 227, District Exhibit 1)

11. The District's agreement with STS states, "The everyday and substitute PCAs further shall not obtain the status of a participant in any pension program, including but not limited to the Public School Employees Retirement Fund [sic]" (N.T. 258, District Exhibit 7, ¶3.)

12. TWU Local 282 President Walsh was aware of the District's approval of the agreement with STS within a day or two of the meeting. (N.T. 296)

13. On April 27, 2012, the District's Superintendent, Dr. Samuel Lee, sent a letter to all of the PCAs that the District contracted its PCA services through STS, for the next school year. The letter invited the PCAs to attend an information session with STS on May 3, 2012. (N.T. 142-143, 260, 272, District Exhibit 1)

14. At the May 3, 2012 information session with the employees and the Union officers, STS explained to the PCAs how its payroll would work and what benefits would be available to them as STS employees. (N.T. 79, 259-260, District Exhibit 8)

15. On May 20, 2012, the Board certified the Union as the exclusive representative of the PCAs and accreted them into the existing nonprofessional unit. (N.T. 11, Case No PERA-R-11-325-E)

16. Following the Board's certification of the Union as the representative of the PCAs, the District and the Union did not engage in bargaining over the question of the PCAs' PSERS eligibility. (N.T. 231)

17. Prior to the end of the 2011-12 school year, the District enrolled the PCAs in the Public School Employees Retirement System (PSERS) if they worked over five hundred

(500) hours per year. The PSERS contributions were automatically deducted from the employee's paychecks. (N.T. 312)

18. At the end of the 2011-2012 school year, as was done at the end of every year prior to the 2011-12, PCAs received letters of termination. They did not receive pay or pension contributions until and unless they were hired for the following school year. (N.T. 312-313, 315e)

19. PCAs who received termination letters at the end of the 2011-2012 school year did not receive any pay or pension contributions in July or August, 2012. (N.T. 313-315)

20. PCAs working in the Extended School Year program (ESY) continued to be paid and fully controlled by the District and received pension contributions until July, 2012. (N.T. 237)

21. The seven (7) PCAs who were vested in PSERS had their pension contributions frozen and were not permitted to make further contributions. (N.T. 128-130, 317)

22. All PCAs that wished to work with STS had to fill out an employment application with STS. (N.T. 139)

23. After the May 2, 2012 meeting STS hired about 54 PCAs who had been previously employed as PCAs in the District and a few Delta-T employees who had previously worked in the District. (N.T. 82-84)

24. The District did not participate in STS's hiring of the PCAs. (N.T. 86)

25. The District does not direct, control or screen who STS decides to perform PCA work within the District. (N.T. 162, 269)

26. STS's hiring policies require that FBI and child abuse clearances come through before it hires an employee. The District does not have, nor does it exercise, any discretion to decide the hiring of any PCAs by STS based on its receipt of those clearances. (N.T. 116, 164)

27. The District's personnel department does not provide any personnel function for the PCAs employed by STS and does not have any role in hiring or terminating the employment of the PCAs. (N.T. 316)

28. STS maintains an independent office located in the District's administration building. (N.T. 97)

29. That office is staffed by an STS employee who supervises the STS employees working within the District. (N.T. 29)

30. In the words of Kevin Kerns, Director of Operations for STS, the on-site supervisor's "job is to deal with our [STS] employees with regards to STS-related issues. If they are having a problem with their work assignments, all those types of things go through the site supervisor." (N.T. 56)

31. Among other things, the on-site supervisor trains PCAs in how to fill out and deal with changes to Access logs. Access is the program that the state government uses to reimburse providers for children with disabilities. (N.T. 73, 100)

32. The on-site supervisor addresses any errors or discrepancies found in its employee's Access logs. (N.T. 101)

33. The on-site supervisor manages STS's employees's work schedules and time off. If a PCA is leaving early, arriving late, or calls out, the employee is required to contact the on-site supervisor, not the District. (N.T. 32, 96, 123)

34. The District's contract with STS provides that STS is to provide certain PCA services at the District's request. The type of services that are needed and the hours that those students need assistance vary. (N.T. 182)

35. The District will request services from STS on a Request Form. However, the District has no involvement in how STS allocates its employees work hours. (N.T. 169)

36. In some cases, depending on a child's need, PCA services may be needed for additional hours beyond the 6.0 or 6.75 hour school day. In those cases, those additional hours are written directly into the student's IEP, and then would be documented in the District's Request Form sent to STS. (N.T. 166-167, 169)

37. The District's contract with STS provides "[o]vertime will not be accumulated or paid unless approved in writing by a District official or District supervising authority." (N.T. 51, 166-169, District Exhibit 7)

38. Joann Allison, the District's supervisor of special education. Allison testified that this contract provision referred to individual cases where, based on the child's need, PCA services may be required for additional time above the 6.0 or 6.75 hour school day. Those additional hours would be written directly into the student's IEP, and therefore would be documented in the Request Form provided to STS. (N.T. 166-167)

DISCUSSION

The Union filed this charge of unfair practices on behalf of personal care assistants (PCAs), who were formerly employees of the Bristol Township School District. At the beginning of the 2012-13 school year, they became employees of Substitute Teacher Service, Inc.(STS), a private company. With the change in employers, the PCAs lost their recently acquired membership in the Public School Employees Retirement System (PSERS).

This charge comes to me from the Board's May 13, 2013 Order Directing Remand to Secretary for Further Proceedings. On December 20, 2012, the Union had filed exceptions to the December 4, 2012 decision of the Secretary of the Board's declining to issue a complaint and dismissing the Union's Charge of Unfair Practices.

Is the Charge Timely?

In declining to issue a complaint, the Secretary noted that the Union's charge concerned the District's unilateral subcontracting of the work of the PCAs to STS. Therefore, the Secretary stated that the Union's charge was untimely under the four month statute of limitations in Section 1505 of PERA because the District informed the PCAs prior to the end of the 2011-2012 school year that STS would be their employer for the 2012-2013 school year.

In its exceptions, the Union alleged that the Charge was about the District's failure to maintain the status quo during bargaining in violation of the Section 1201(a)(1) and (5) of PERA by removing the PCAs from membership in the Pennsylvania Public School Employees' Retirement System (PSERS) for the 2012-2013 school year. The Union further alleges that the Charge was timely because the removal of the PCAs from membership in PSERS did not become effective until August 30, 2012, the date the PCAs returned to work, citing **AFSCME District Council 89 v. Lancaster County**, 43 PPER 138 (Final Order, 2012), **aff'd**, 62 A.3d 469 (Pa. Cmwlth. 2013) and **Officers of Upper Gwynedd Township Police Department v. Upper Gwynedd Township**, 32 PPER ¶ 32101 (Final Order, 2001). Relying on **Harrisburg Education Association PSEA/NEA v. Harrisburg City School District**, 43 PPER 10 (Final Order, 2011) and **FOP, Queen City Lodge No. 10 v. City of Allentown**, 19 PPER ¶ 19190 (Final Order, 1988), the Union further alleges that its Charge would have been premature if filed at the time the District notified the personal care assistants that they were required to complete employment paperwork with STS because the change in the employes' wages, hours and working conditions was not implemented until the start of the 2012-2013 school year.

Section 1505 of PERA provides that no charge shall be entertained which relates to acts that occurred or statements that were made more than four months prior to the filing of the charge. A charge will be considered timely if it is filed within four months of when the charging party knew or should have known that an unfair practice was committed. **Community College of Beaver County Society of Faculty, PSEA/NEA v. Beaver County Community College**, 35 PPER 24 (Final Order, 2004). The statute of limitations begins to run when the union receives notice of the employer action that is the subject of the unfair practice charge. **Upper Gwynedd Township, supra.** However, notice to employes is not considered notice to the union unless it is shown that the employes are the union's agents. **Teamsters Local 77 v. Delaware County**, 29 PPER ¶ 29087 (Final Order, 1998), **aff'd sub nom., County of Delaware v. PLRB**, 735 A.2d 131 (Pa. Cmwlth. 1999), **appeal denied**, 561 Pa. 679, 749 A.2d 473 (2000); **AFSCME, Council 13, AFL-CIO v. Commonwealth of Pennsylvania, Department of Military Affairs**, 22 PPER ¶ 22205 (Final Order, 1991).

In its remand order, the Board stated,

> "Here, before the end of the 2011-2012 school year, the personal care assistants were informed that they would need to complete employment paperwork with STS if they wished to be recalled for the next school year and they subsequently received layoff notices from the District. *However, it is unclear from the allegations in the Charge and exceptions when the Union became aware of the District's action that is alleged to be an unfair practice.* Therefore, we conclude that a remand is necessary in order to thoroughly explore the facts of this case to determine whether the Union's Charge was timely filed. If the Charge is found to be timely, the Union's allegations that the District violated Section 1201(a)(1) and (5) of PERA shall be addressed by the Hearing Examiner. Accordingly, we are hereby remanding this matter to the Secretary with direction to issue a complaint. This order directing remand shall not be construed by the parties as a determination that the December 4, 2012 decision of the Secretary was in error." (Emphasis added by Hearing Examiner.)

The District argues that the charge is not timely because the Union knew, or should have known, as early as April 18, 2012 that the PCAs would be working for STS in the coming school year and that they would not be participating members in PSERS or any other pension plan. Michael Walsh, the Union's president for the past 10 years, admitted, during cross-examination to two facts suggesting that the Union knew, or should have known, well before August 28, that PCAs would not be part of the PSERS in the next school year. First, two days after the District voted to have STS hire the PCA at the April 16, 2012 District's Board of Directors meeting, when it publicly voted to approve the contract, he became aware of the vote to approve the contract. The STS contract clearly states "[t]he everyday and substitute PCAs further shall not obtain the status of a participant in any pension program, including but not limited to the Public School Employees Retirement Fund [sic]"

Second, he testified that he attended the May 2, 2012 informational session held by STS to explain the work available to PCAs in the following school year. At that meeting, STS explained that the PCAs would be working for STS, a private company, and they would have certain benefits. A pension was not one of the benefits. Walsh did not testify in any way that STS mislead the audience into thinking that the private company would enroll or make employees eligible for PSERS.

However, the law favors the Union's argument that the charge is timely.

In **Harrisburg School District, supra.** the Board held that the Association's charge of an illegal transfer of bargaining unit work in the Early Childhood Education Program to the local Head Start agency effective with the next school year was premature "because the District had not implemented its alleged decision to transfer bargaining unit work to non-bargaining unit personnel," citing **APSCUF v. PLRB**, 661 A.2d 898 (Pa. Cmwlth. 1995), appeal denied, 542 Pa. 649, 666 A.2d 1058 (1995)."

In **APSCUF, Id.,** the State System of Higher Education (SSHE) adopted a policy that created a new classification of employees. The policy also stated, "[w]hen implementation of this policy involves the assumption of bargaining unit work the appropriate bargaining unit will be engaged in negotiations." **Id.** at 901. The Commonwealth Court affirmed the Board's decision that the charge was premature where "[t]the record contains no evidence that any bargaining unit work has actually been assigned to persons outside the unit." and "all that exists is an indication in the policy that the SSHE may seek to make such an assignment at some point in the future." **Id.**

In **AFSCME District Council 89 v. Lancaster County, supra,** the Board found that a Union's charge alleging a failure to comply with a prison guards' interest arbitration award filed more than four months after the County announced that it would not comply with the award was timely. The Board explained its decision.

> However, in situations where, as here, the employer merely announces a future intent to engage in an unfair practice, or not comply with an award, the Board has consistently held that a charge of unfair practices is not ripe until the employer's decision actually has an effect on employe wages, hours or working conditions. (citations omitted).

43 PPER 138, at p. 507.

The District contends that the facts of the present case call for a different conclusion. The District asserts that the implementation of the decision to transfer the work, and end participation in PSERS, occurred on the date the District publicly approved and executed the STS agreement, April 16, 2012. The transfer of work decision was not implemented by the PCAs starting their employment with STS on August 28. In the cases cited by the Union, there was no evidence of a signed agreement with the subcontractor. Instead, the evidence either showed merely an intention to subcontract (**Harrisburg School District**), or a policy that would potentially be implemented (**APSCUF**) or an intention not to comply with an interest arbitration award (**Lancaster County**). The District argues that in the present case, rather than intentions and potentialities, there exists the certainty of an executed, legally binding agreement that commits the District to take action.

However, the District has cited no case that is on point with its argument that an existing contract with a subcontractor changes the timeliness analysis. Based on the rationale of the cases cited by the Union, particularly as most recently expressed in **Lancaster County**, **supra**, the Union's charge must be deemed to have been timely filed.

Is the District a Joint Employer of the PCAs?

When the 2012-2013 school year began, the PCAs were employees of STS. Therefore, in order to find the District has violated section 1201(a)(5) of PERA and is liable for eliminating the PCAs' participation in PSERS, the Union must prove that the District is a joint employer with STS of the PCAs.

As with all unfair practice charges, the Union bears the burden of proving all the elements of the charge, including joint employer status. **St. Joseph's Hospital v. PLRB**, 373 A. 2d 1069 (Pa. 1977).

Any analysis of a joint employer question must start with **Sweet v. Pennsylvania Labor Relations Board**, 457 Pa. 456, 322 A.2d 362 (1974). **Sweet** arose from a petition for representation by SEIU, alleging that it was seeking to represent an appropriate bargaining unit for all court-related employees in Washington County. The Board concluded that Washington County, through its County Commissioners, was the employer of the court related employees. The judges of the Washington County Court of Common Pleas, led by the Hon. Charles G. Sweet, petitioned for reversal of the Board. The Supreme Court agreed with the judges, reversed the Commonwealth Court (which had affirmed the Board), and held that at least some of the proposed bargaining unit was made up of employees from multiple employers. In finding that the petitioned for unit was not appropriate, the Supreme Court stated, :

> The relation of employer and employee exists when a party has the right to select the employe, the power to discharge him, and the right to direct both the work to be done and the manner in which such work shall be done.... The duty to pay an employe's salary is often coincident with the status of employer, but not solely determinative of that status.

457 Pa. at 462, 322 A.2dat 365.

In **Costigan v. AFSCME, Local 696**, 462 Pa. 425, 341 A. 2d 456 (1975), the Supreme Court found that a joint employment relationship existed because no single entity controlled all of the terms of the employment relationship. In that case, the Register of Wills for the City of Philadelphia was found to have the exclusive power to hire, fire, promote, and direct the work of the employees. The City of Philadelphia, on the other hand, paid most of the employee salaries and other compensation costs of the office and exercised considerable control over the fringe benefits. The **Costigan** court concluded that each employer exercised independent control over the important conditions of the employment relationship, such conditions for which the collective bargaining process is utilized. **Id.** at 435.

In **Borough of Lewistown v. PLRB**, 558 Pa. 141, 148, 735 A. 2d 1240, 1244 (1999) the Supreme Court affirmed the Board's finding that a joint employer relationship existed where the Borough of Lewistown joined with two townships to create a county regional police department for the purposes of Act 111. The Board noted that each of the municipalities appointed two members to a governing board, delegated all pension matters under Act 600 to the board and agreed to joint representation by the Regional Police Department in collective bargaining with the police officers.

What is clear from these cases is that a determination of whether a particular entity is an employer so as to be part of a joint employer relationship requires consideration of all facets of the employer-employee relationship.

In this case, the Union contends that a joint employer relationship exists here because of six factors. The District contends that the factors are either not supported by substantial and legally credible evidence or are not legally relevant factors in the first place.

First, the Union contends that while the STS hires the PCAs, that hiring is subject to the right of the District to reject or reassign PCAs that it finds unsatisfactory. However, the District points out that in actuality, the District has no say in the hiring process. The District does not participate in STS's hiring of the PCAs. The District does not direct, control or screen who STS decides to perform PCA work within the District. STS's hiring policies require that FBI and child abuse clearances come through before it hires an employee. The District does not have, nor does it exercise, any discretion to decide the hiring of any by STS based on its receipt of those clearances.

As for the right of rejection, that stems from the District's contract with STS. Similar clauses are found in many service contracts. In **International Association of Fire Fighters, Local 2844 v. Pennsylvania Labor Relations Board**, 504 A.2d 422 (Pa. Cmwlth. 1986), the Commonwealth Court found that a township and six volunteer fire companies were not joint employers. The court affirmed the Board's finding that the Township's "authority to disapprove the hiring of a houseman" from a volunteer fire company was one of the "peripheral contacts" that do not "amount to any substantive authority or real control over the economic and conditional terms of employment for the housemen at the individual fire companies." **Id.** at 425.

Second, the Union contends that another relevant factor for joint employer status is that the responsibilities of a PCA are outlined by the provisions of an individualized educational program (IEP) produced by the District personnel for the student for whom services are provided.

The District points out that state and federal law require any and all services provided to qualifying students must be done in accordance with the IEP. It follows that the District would require that any service provided by STS or any other [entity] would be done in accordance with the IEP. The District is doing what other companies do when they contract with a third-party for the performance of a particular service; it is making sure they do the job they are hired to do. Accordingly, this factor is not legally relevant in determining joint employer status.

Third, the Union contends that because the daily activities of the PCAs are supervised by a classroom teacher, a District employee, the Board should find the District a joint employer. The District concedes that the PCAs receive direction, when needed, from the classroom teachers so that the PCAs are working in the best interests of the student in the classroom. However, the District points out that the traditional indicia of supervisory status are held by an STS employee, who is on site in the District's administration building (the "on-site supervisor").

The District points out that the direction of the PCAs by District teachers is similar to that described by the Board in **International Association of Firefighters, Local No. 3536 v. Pottstown Borough**, 30 PPER ¶ 30097 (Proposed Decision and Order, 1999), 30 PPER ¶ 30197 (Final Order, 1999). In that case the Board rejected the union's claim that the Borough was a joint employer of paid firefighters employed by four volunteer fire companies. The Board found that the Borough's Fire Chief only was responsible to direct the paid members of the volunteer companies at a fire scene, but that they were supervised by the individual fire companies. Like the Borough's Fire Chief, the teachers have authority to direct the actions of the PCA where needed. However, those teachers have no authority to discipline or discharge a PCA for failing to follow their directions. Just as the Borough Fire Chief contacts the volunteer fire company to report an incident where a firefighter refused to follow his direction, if an issue with a PCA arises, the teacher and/or Special Education Supervisor will contact the STS on-site supervisor to report the matter.

Accordingly, the evidence does not support this factor as a basis to find a joint employer.

Fourth, the Union argues that the District determines the hours of work. The Union cites the following as an example. When the District objected to the snow day payment policy in the STS personnel manual, STS changed the policy. The District, in response, argues that this alleged factor of joint employer status is much like the argument regarding the necessity of the PCAs to follow the IEP. The District has entered into a specific agreement with STS pursuant to which STS provides certain PCA services at the request of the District. The type of services and the hours that those students need assistance vary. As the contractor, it is STS alone that determines how and with whom it fulfills the District's requests for service. The fact that the District's snow day policy took precedence over STS's policy was another adjustment allowed in the contract. Accordingly, the evidence does not support this factor as a basis to find a joint employer

Fifth, the Union argues that an email exists that addresses District pay policies which was allegedly passed on to STS. It is unclear from the record what specific evidence is referred to by this argument. Accordingly, this factor will not be given weight in evaluating the joint employer question.

Sixth, the Union argues that PCAs are not permitted to work or accrue overtime without the District's permission. The STS contract contains a provision that states that "[o]vertime will not be accumulated or paid unless approved in writing by a District official or District supervising authority." The District's supervisor of special education, Joann Allison, explained that in certain cases, depending on the IEP, students may need the assistance of a PCA later in the day, thereby causing the PCA to work more than the traditional 6.0 or 6.75 hours. However, just as was discussed in the section above on hours of work, the District has no control over what individual PCAs will be working overtime or what the overall overtime expenditures will be. The evidence does not support this proposed factor as a reason to find the District is a joint employer.

Having considered all of the proposed factors that the Union has advanced for finding that the District is a joint employer of the PCAs, the Union has not met its burden of proof. **St. Joseph's Hospital, supra.** STS is the sole employer of the PCAs and the District is not the joint employer. STS is responsible for the hiring, firing, disciplining, management, administration and assignment of the PCAs. STS is solely responsible for the payment of wages and benefits, and any liabilities incurred relevant to the PCAs' employment. The District has no authority to interfere with STS's rights and obligations vis a vis the PCAs. The only role that the District plays in the PCAs' employment relates to limited supervision in the classroom. However, when balanced against the authority possessed by STS, the classroom supervision is insufficient to support a finding that the District is a joint employer of the PCAs.

CONCLUSIONS

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

1. The Bristol Township School District is a public employer under section 301(1) of PERA.

2. The Transport Workers Union of America, Local 282, is an employe organization under section 301(3) of PERA.

3. The Board has jurisdiction over the parties hereto.

4. The District has not 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 examiner

HEREBY ORDERS AND DIRECTS

that the charge is dismissed and the complaint is rescinded.

IT IS HEREBY FURTHER ORDERED AND DIRECTED

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

SIGNED, DATED AND MAILED at Harrisburg, Pennsylvania, this thirty-first day of March, 2015.

PENNSYLVANIA LABOR RELATIONS BOARD

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Thomas P. Leonard, Hearing Examiner