COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

AMALGAMATED TRANSIT UNION LOCAL 168	:	
	:	Case No. PERA-C-16-271-E
v.	:	
	:	
LACKAWANNA COUNTY TRANSIT SYSTEM AUTHORITY	:	

PROPOSED DECISION AND ORDER

On September 14, 2016, the Amalgamated Transit Union Local 168 (ATU or Union) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (Board) against the Lackawanna County Transit System Authority (COLTS or Employer), alleging that COLTS violated Section 1201(a)(1) and (3) of the Public Employe Relations Act (PERA or Act) by hiring a private investigator to conduct surveillance on David Kaczmarek, the Union Vice President, while he was off duty in retaliation for his protected activity. On October 5, 2016, the Board Secretary declined to issue a Complaint and dismissed the charge, stating that the charge did not contain any allegations of adverse action regarding the terms or conditions of employment for Kaczmarek. The Union filed timely exceptions to the Secretary's decision, and on January 17, 2017, the Board issued an Order Directing Remand to Secretary for Further Proceedings, which directed the Secretary to issue a Complaint.

On January 20, 2017, the Secretary issued a Complaint and Notice of Hearing, assigning the charge to conciliation for the purpose of resolving the matters in dispute through mutual agreement of the parties, and designating April 26, 2017, in Harrisburg, as the time and place of hearing, if necessary. The hearing was subsequently continued to May 1, 2017 at the request of the Union and without objection from COLTS.

On April 6, 2017, the Union filed an amended charge of unfair practices, alleging that COLTS also violated Section 1201(a)(1) and (5) of the Act by refusing to allow Kaczmarek to communicate with the human resources director of COLTS and instead insisting that such communications be conducted through other Union representatives. On April 13, 2017, the Secretary issued an Amended Complaint and Notice of Hearing, providing for a May 1, 2017 hearing date, as set forth above. On April 21, 2017, COLTS filed an Answer to the Amended Complaint, essentially denying the material averments contained in the Union's specification of charges.

The hearing was necessary and was held before the undersigned Hearing Examiner of the Board on May 1, 2017, at which time the parties were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. COLTS filed a post-hearing brief on June 23, 2017. The Union filed a post-hearing brief on July 10, 2017. COLTS sought, and was granted, permission to file a reply brief, which was received on July 24, 2017.

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

FINDINGS OF FACT

1. COLTS is a public employer within the meaning of Section 301(1) of PERA. (N.T. 5)

2. The Union is an employe organization within the meaning of Section 301(3) of PERA. (N.T. 5-6)

3. David Kaczmarek has been employed by COLTS as a bus driver since 2007 and has served as Vice President of the Union for approximately seven years. As Vice President, Kaczmarek represents employes in disciplinary investigations, files and processes grievances, and assists in negotiating the collective bargaining agreement. (N.T. 17, 47, 112-114)

4. Linda Matylewicz has been the Director of Human Resources at COLTS since 2014. She is responsible for labor relations, benefits, and payroll matters and serves as one of the Union's primary contacts in that regard. (N.T. 16-18)

5. Robert Fiume has been the Executive Director at COLTS for approximately nine years and has never had any difficulty working with Kaczmarek on labor relations matters. (N.T. 133-134)

6. In late August and early September 2016, Kaczmarek's regular work schedule was Monday through Friday. He was not scheduled to work on Labor Day, which was Monday, September 5, 2016. (N.T. 34-35)

7. Matylewicz approved Kaczmarek's request for intermittent leave under the Family Medical Leave Act (FMLA) during August and September 2016. (N.T. 19)

8. At that time, Kaczmarek was on medical restrictions from his treating doctor, which included no sitting and standing for more than an hour and no driving a commercial vehicle. Kaczmarek was released to return to work by his doctor effective September 5, 2016. (N.T. 27-28, 59-60, 118; Union Exhibit 1)

9. After receiving his doctor's release, Matylewicz arranged for Kaczmarek to undergo a functional capacity test on Friday, September 2, 2016 with the Employer's treatment provider to verify the release and to determine whether he could return to work. The Employer's treatment provider approved him to return to work without restrictions. (N.T. 27-31; Union Exhibit 2)

10. On September 2, 2016, Matylewicz also arranged for a private investigation company called G4S Compliance and Investigation (G4S) to surveil Kaczmarek at his home starting that day and continuing through the Labor Day weekend. Matylewicz ordered the surveillance to verify whether or not Kaczmarek was obeying his doctor's restrictions. (N.T. 30-33, 59-60)

11. On September 5, 2016, Kaczmarek realized there was someone sitting in a vehicle outside his home conducting surveillance on him. Kaczmarek then went to his own vehicle and wrote down the license plate number of the vehicle conducting the surveillance. (N.T. 120-122)

12. Prior to January 2017, Kaczmarek would typically email Matylewicz, Fiume, and COLTS Director of Operations, Bob Lesh, when he needed to contact a COLTS representative to conduct Union business. Kaczmarek also

communicated with Matylewicz about his own available sick time. (N.T. 45, 79, 118; COLTS Exhibit 3)

13. By email dated October 1, 2016, Kaczmarek asked Matylewicz why she designated sick and accident disability time that Kaczmarek had taken as FMLA leave. When Matylewicz did not respond, Kaczmarek followed up with her on October 6, 2016, and again on October 11, 2016, with copies to Fiume, Lesh, and Mark Gifford, the Union President. (N.T. 69-70; COLTS Exhibit 3)

14. By email dated October 11, 2016, Matylewicz replied, stating: "[p]lease have your attorney contact Andrews Beard Law Firm. Thank You." Kaczmarek replied on October 11, 2016 and stated: "Linda, the [u]nion attorney said she will but whom (sic) should she speak with? The receptionist, the janitor, Dave Andrews whom (sic) she thought was retired or just anyone who answers the phone?" Gifford replied later that same day, stating "[t]ell Amy she will have to use the crystal ball." (N.T. 70-72; COLTS Exhibit 3)

15. By email dated October 11, 2016, Kaczmarek replied and stated: "Mark, I will do that, I heard you don't feel well after the convention. Get well and watch out for the holiday Noam (sic) hiding in the bushes and looking in your windows." Gifford replied again that same day, stating "I spy." (N.T. 70-72; COLTS Exhibit 3)

16. By email dated October 12, 2016, Matylewicz indicated to Fiume: "[t]his is totally uncalled for and harassment! Our legal counsel needs to put a stop to this nonsense!" (N.T. 72; COLTS Exhibit 3)

17. By email dated November 1, 2017, Kaczmarek indicated the following to Matylewicz, with copies to Fiume, Lesh, and Gifford:

> Linda, When I interviewed for the job Bob Lesh got you asked me a qeustion (sic) of will I be able to meet the jobs (sic) requirements to be there Mondays to Fridays, I would like to know why I was asked that because at the time of my interview I had no discipline at all for attendance policies? I was using intermittent [family medical leave]. Was (sic) the other candidates also asked that qeustion (sic)?

(N.T. 73-74; COLTS Exhibit 3)

18. By email dated November 1, 2016, Kaczmarek indicated the following to Matylewicz, with copies to Fiume, Lesh, and Gifford:

> Linda, Months ago the [U]nion pointed out that [COLTS] was exposed to many fines about disclosure on health insurance not handed out to employees July 1, 2016. You stated only 2 people came to open enrollment and the [U]nion had to point out to you that you had Mr. Cummings in a room that no drivers had a key fob to enter. Mr. Cummings also said 6 weeks ago a compliance letter or packet would be handed out to ALL employees, have you followed up because I know I never got one? At this point [COLTS] could be facing hundreds of thousands in fines and I'm very concerned you haven't rescheduled the open enrollment nor followed up with Mike Cummings on the compliance. Don't you think it would be a good idea? Please advise.

(N.T. 74-75; COLTS Exhibit 3)(Emphasis in original)

19. By email dated December 20, 2016, Kaczmarek indicated the following to Matylewicz, with copies to Fiume and Gifford:

> Linda, I would just like to say how unbelievably rude it is to not even acknowledge you got this email much less answer it, as human resources director it's despicable that you will not answer us people whom (sic) are trying to help Clem (Keuhner) out, mot (sic) Clem himself. Is this how [COLTS] treats their employees? This poor guy can't even get an answer much less help from you. It seems to me if there is a problem when an employee needs help with a benefit issue that is what you are there for, this is terrible how this man is being treated and both [COLTS] and you should be ashamed. From here on out if this is how you want to treat the [U]nion and it's (sic) members you can look forward to a long strained relationship, we have repeatedly tried to work hand in hand with [COLTS] on issues to better serve the public, you on the other hand have made it clear that is not the path [COLTS] would like to travel.

(N.T. 76-77; COLTS Exhibit 3)

20. By email dated December 29, 2016, Kaczmarek indicated the following to Gifford, with copies to Fiume, Lesh, and Matylewicz:

> Mark, I spoke with Clem yesterday, despite numerous attempts to have Linda the HR director reach out to him their (sic) has been no contact in 2 or 3 weeks, it's despicable that an employee be treated like that. Linda the least you could of did (sic) was when I continually told you please reach out an (sic) tell Clem the information you forwarded to me, was call the man. The [U]nion has enough on its plate to be doing the job of the HR department too. For God's sake pick up the phone an (sic) call him, please.

(N.T. 81-82; COLTS Exhibit 3)

21. By email dated January 7, 2017, Kaczmarek indicated the following to Matylewicz after being advised he had no time left in his family medical leave bank, with copies to Fiume and Gifford:

> Linda, If I ran out of (family medical leave) time why was I not notified (sic) certified mail, I'm confused. You sent me (sic) certified letter with my hours while I was on administrative leave granted by the Executive Director but yet while I'm back to work you send me nothing, Director FIUME and Manager Lesh agreed that the only certified letter sent with hours were (sic) when the employee exhausted his bank. I received none, nor did Tim Benford when he exhausted his. At least Lisa Lee got one with a letter telling her she was terminated if not back by Friday although she had 21 weeks of sick and accident left. A complete disaster and once again another policy not followed by [COLTS] and I'm involved, funny how this keeps happening.

(N.T. 84-85; COLTS Exhibit 3)

22. By email dated January 7, 2017, Kaczmarek indicated the following to Matylewicz, with copies to Fiume, Lesh, and Gifford:

> Linda, Please tell me why your (sic) copied on my personal correspondence from Lincoln Financial, That's confidential, believe you me I will be calling them Monday asking why your (sic) copied.[1]

(N.T. 85; COLTS Exhibit 3)

23. By email dated January 11, 2017, Kaczmarek indicated the following to Matylewicz:

> Linda, The ATU as per the CBA that states [COLTS] will collect union dues from all members has a question for you. Who if anyone owes any back dues dating back to as far as you can go? The ATU would also like the amounts and the dates they owe for.

(N.T. 85-86; COLTS Exhibit 3)

24. By emailed dated January 12, 2017, Matylewicz replied to Kaczmarek as follows:

> Dave. Your treasurer keeps track of dues. Please contact him. I have worked hand in hand with Gary McPhillips over the last few years in which he notified me of people in arrears. He received a report every payroll with the check. Which is now what I provide to Mr. Kamosky since January 6, 2017.

(N.T. 85-86; COLTS Exhibit 3)

25. By email dated January 12, 2017, Kaczmarek replied to Matylewicz, with copies to Fiume, Lesh, and Gifford, as follows:

> Linda, First off. Gary McPhillips was not the treasurer, so why you worked hand in hand with him is beyond me, but beyond that the current and all past CBA states in Section 4 paragraph B [COLTS] is to deduct dues set by the union. The union expects that if someone is on sick and accident or workers (sic) compensation and not receiving a check from [COLTS] where deductions do not come out that you will be just as diligent about collecting union dues as you are for collecting pension and health care premium arrears. You have not been so quick to try to collect these union dues as the other aforementioned 2 other (sic) arrears owed to [COLTS] with letters terminating insurance, pension demands but nothing at all for union dues, why is that? Do we not have a CBA that needs to be followed. You also send forms out that (sic) when employee (sic) returns they can double up on health care premiums and pension but does it even bother to include union dues? I wonder? The one I am looking at doesn't. Please provide a copy of the one you send out to the employee/member when absent to the union immediately. Please follow the CBA in all aspects and do as [COLTS] agrees to do when it comes to union dues, I expect an immediate report of the

[1] The record shows that Lincoln Financial handles the claims for sickness and accident benefits. (N.T. 69)

> people behind on union dues as well (sic) attempts of how youn (sic) tried to collect them.

(N.T. 85-86; COLTS Exhibit 3)

26. By email dated January 13, 2017, COLTS' attorney Tim Hinton indicated the following to Kaczmarek, with copies to Fiume and Gifford:

> Dave-Please refrain from e-mailing Linda or communicating with her. She believes you are harassing her. Bob (Fiume) and I will sit down with you next week when Bob gets back from his conference and we will hear your concerns. Thank you.

(N.T. 86-87; COLTS Exhibit 3)

DISCUSSION

The Union has alleged that COLTS violated Section 1201(a)(1), (3), and (5) of the Act[2] by subjecting Kaczmarek to surveillance in retaliation for his protected activity and refusing to bargain in good faith by prohibiting Kaczmarek from communicating with Matylewicz.

In a Section 1201(a)(3) discrimination claim, the Complainant has the burden of establishing the following three-part conjunctive standard: (1) that the employe engaged in activity protected by PERA; (2) that the employer knew the employe engaged in protected activity; and (3) the employer engaged in conduct that was motivated by the employe's involvement in protected activity. Audie Davis v. Mercer County Regional Council of Government, 45 PPER 108 (Proposed Decision and Order, 2014)(citing St. Joseph's Hospital v. PLRB, 373 A.2d 1069 (Pa. 1977)). Motive creates the offense. PLRB v. Stairways, Inc., 425 A.2d 1172 (Pa. Cmwlth. 1981). Once a prima facie showing is established that the protected activity was a motivating factor in the employer's decision, the burden shifts to the employer to demonstrate that the action would have occurred even in the absence of that protected activity. Teamsters Local 776 v. Perry County, 23 PPER ¶ 23201 (Final Order, 1992). If the employer offers such evidence, the burden shifts back to the complainant to prove, on rebuttal, that the reasons proffered by the employer were pretextual. Teamsters Local 429 v. Lebanon County, 32 PPER ¶ 32006 (Final Order, 2000). The employer need only show by a preponderance of the evidence that it would have taken the same actions sans the protected conduct. Mercer County Regional COG, supra, (citing Pennsylvania Federation of Teachers v. Temple University, 23 PPER ¶ 23033 (Final Order, 1992)).

In addition, the Board has recognized that, in the absence of direct evidence, it will give weight to several factors upon which an inference of unlawful motive may be drawn. City of Philadelphia, 26 PPER ¶ 26117 (Proposed Decision and Order, 1995). The factors which the Board considers

[2] Section 1201(a) of the Act provides that "[p]ublic employers, their agents or representatives are prohibited from: (1) Interfering, restraining or coercing employes in the exercise of the rights guaranteed in Article IV of this act...(3) Discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any employe organization...(5) Refusing to bargain collectively in good faith with an employe representative which is the exclusive representative of employes in an appropriate unit, including but not limited to the discussing of grievances with the exclusive representative. 43 P.S. § 1101.1201.

are: the entire background of the case, including any anti-union activities by the employer; statements of supervisors tending to show their state of mind; the failure of the employer to adequately explain the adverse employment action; the effect of the adverse action on unionization activities-for example, whether leading organizers have been eliminated; the extent to which the adversely affected employes engaged in union activities; and whether the action complained of was "inherently destructive" of employe rights. City of Philadelphia, supra, (citing PLRB v. Child Development Council of Centre County, 9 PPER ¶ 9188 (Nisi Decision and Order, 1978)). Although close timing alone is insufficient to support a basis for discrimination, Teamsters Local 764 v. Montour County, 35 PPER 12 (Final Order, 2004), the Board has long held that the timing of an adverse action against an employe engaged in protected activity is a legitimate factor to be considered in determining anti-union animus. Berks Heim County Home, 13 PPER ¶ 13277 (Final Order, 1982).

In this case, the Union has met its burden of establishing the first two prongs of the Section 1201(a)(3) test. The record shows that Kaczmarek has been serving as the Union Vice President for seven years and that he represents employes in disciplinary investigations, files and processes grievances, and assists in negotiating the collective bargaining agreement in that capacity. This is clearly protected activity under the Act. Likewise, the record shows that COLTS has knowledge of Kaczmarek's protected activity, as Kaczmarek would contact the Executive Director, Director of Operations, and Human Resources Manager of COLTS when he needed to conduct Union business. COLTS does not dispute these two prongs of the test for discrimination in its post-hearing brief. As a result, the issue in this case hinges on whether COLTS was motivated by Kaczmarek's protected activity when Matylewicz arranged for G4S to surveil Kaczmarek at his home during the Labor Day weekend of 2016.

The Union has not sustained its burden of proving the third prong of the discrimination test under Section 1201(a)(3) of the Act. In support of its claim that COLTS was unlawfully motivated, the Union alleges that the reasons proffered for the surveillance were pretextual and that COLTS lacked an adequate explanation for its actions. Specifically, the Union maintains that COLTS never ordered surveillance on any other employes in the past, even the ones it suspected of leave abuse, and that Matylewicz never told G4S that the reason for the surveillance was suspected leave abuse. In addition, the Union contends that COLTS offered no reason for the surveillance over the Labor Day weekend when Kaczmarek had been cleared to return to work immediately thereafter. However, I have credited the testimony of Matylewicz that the reason for the surveillance was suspected leave abuse, and not Kaczmarek's protected activity. Therefore, I am unable to conclude that the record contains any evidence of pretext, lack of adequate explanation, or unlawful motive on behalf of COLTS. To the contrary, the record shows that Kaczmarek missed an inordinate amount of time from work, especially in 2016. (N.T. 45-51; COLTS Exhibit 1). Indeed, Kaczmarek also had a pattern of absences on Mondays and Fridays in 2016, which Matylewicz found suspicious. (N.T. 52, 56-58; COLTS Exhibit 1). What is more, Kaczmarek worked on Friday, July 1, 2016, which entitled him to take off Monday, July 4, 2016 with pay as a holiday. (N.T. 55). This, despite the fact that Kaczmarek called off work the day before and two days after a previous functional capacity test, which he passed on June 28, 2016. (N.T. 53-55, 58). As such, it was not unreasonable for Matylewicz to suspect that Kaczmarek was not as disabled as he was claiming, and her testimony in that regard is accepted as credible and

persuasive.[3] Accordingly, the charge under Section 1201(a)(3) of the Act will be dismissed.

The Union has also alleged an independent violation of Section 1201(a)(1) of the Act with regard to the surveillance of Kaczmarek. The Board has held that an independent violation of Section 1201(a)(1) will be found if the actions of the employer, in light of the totality of the circumstances in which the particular act occurred, tend to be coercive, regardless of whether employes have been shown in fact to have been coerced. Bellefonte Area School District, 36 PPER 135 (Proposed Decision and Order, 2005)(citing Northwestern School District, 16 PPER ¶ 16092 (Final Order, 1985)). Improper motivation need not be established; even an inadvertent act may constitute an independent violation of Section 1201(a)(1). Northwestern School District, supra. However, an employer does not violate Section 1201(a)(1) where, on balance, its legitimate reasons justifiably outweigh concerns over the interference with employe rights. Dospoy v. Harmony Area School District, 41 PPER 150 (Proposed Decision and Order, 2010)(citing Ringgold Education Ass'n v. Ringgold School District, 26 PPER ¶ 26155 (Final Order, 1995)).

In this case, the Union has not established an independent violation of Section 1201(a)(1) of PERA. The record shows that COLTS had legitimate reasons for ordering the surveillance of Kaczmarek, i.e. suspected leave abuse. Indeed, the record shows that Kaczmarek had a long history of suspicious leave practices, which clearly outweighs concerns over potential interference with employe rights to use leave under the labor contract and/or advocating for employes in labor relations matters with COLTS. As a result, COLTS has not committed any independent violation of Section 1201(a)(1) of PERA with regard to the surveillance of Kaczmarek.

Next, the Union has also alleged that COLTS violated Section 1201(a)(5) of the Act by prohibiting Kaczmarek from communicating with Matylewicz. The Board has held that the imposition of onerous or unreasonable conditions on communications with the union may constitute a breach of the duty to bargain. AFSCME District Council 85 Local 3530 v. Millcreek Township, 31 PPER ¶ 31056 (Final Order, 2000). While an employer need not tolerate abusive conduct and can act to address such conduct, the employer cannot do more than is necessary to do so and cut off effective communication with the representative of its employes. *Id.*

In this case, the record shows that COLTS violated its duty to bargain by doing more than was necessary to address the conduct of Kaczmarek.[4] Prior

[3] I am also unable to conclude that the ordering of surveillance of Kaczmarek was inherently destructive of employe rights, as alleged by the Union in its post-hearing brief, especially given the long history of suspicious leave practices here. Further, this matter did not involve the discharge of a lead union organizer during an organizational campaign or anything analogous thereto.

[4] COLTS has not argued that Kaczmarek's conduct was so obnoxious or violent as to render him unfit for service and to lose the protection of the Act. *See* Millcreek Township, supra (opining that employes act within their statutory rights even when they assert their rights in a loud or insistent manner and that only behavior that is so obnoxious or violent as to render that employe representative unfit for service is not protected). Nor does the record support such a claim here.

to January 2017, Kaczmarek would typically email Matylewicz, Fiume, and Lesh, when he needed to contact a COLTS representative to conduct Union business. Indeed, the record is replete with email communications between Kaczmarek and Matylewicz addressing labor-management issues. However, Matylewicz eventually felt that Kaczmarek was harassing her with frequent and demeaning emails late at night and requested the directive prohibiting him from communicating with her. (N.T. 40-43, 69-72). As a result, Hinton directed Kaczmarek to refrain from emailing or communicating with Matylewicz and indicated that he and Fiume would "sit down with you next week...and hear your concerns." This was an imposition of onerous or unreasonable conditions on communications, which went beyond what was necessary to address the conduct of Kaczmarek. Indeed, Kaczmarek could no longer conduct union business by way of email, which is presumably far more expedient than actually meeting in-person or even arranging for a telephone conference. What is more, COLTS was now requiring that Kaczmarek actually physically meet with the Executive Director in-person to conduct his union business. And, COLTS was also requiring the presence of its attorney at that face-to-face meeting. These conditions fail to meet the least restrictive manner for COLTS to attain its goal of eliminating any alleged harassment of Matylewicz. Accordingly, COLTS has committed unfair practices in violation of Section 1201(a)(5) of PERA.

CONCLUSIONS

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

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

5. COLTS has not committed unfair practices in violation of Section 1201(a)(3) 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 COLTS shall:

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

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

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

(a) Immediately rescind the January 13, 2017 directive prohibiting Kaczmarek from communicating with Matylewicz;

(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 25th day of September, 2017.

PENNSYLVANIA LABOR RELATIONS BOARD

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John Pozniak, Hearing Examiner

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

AMALGAMATED TRANSIT UNION LOCAL 168	:	
	:	Case No. PERA-C-16-271-E
v.	:	
	:	
LACKAWANNA COUNTY TRANSIT SYSTEM AUTHORITY	:	

AFFIDAVIT OF COMPLIANCE

Lackawanna County Transit System Authority 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 rescinded the January 13, 2017 directive prohibiting Kaczmarek from communicating with Matylewicz; that it has complied with the Proposed Decision and Order as directed therein; 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