

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

ALLENTOWN EDUCATION ASSOCIATION, :
PSEA/NEA :
AND : CASE Nos. PERA-C-14-408-E
ALLENTOWN SECRETARIAL EDUCATIONAL : PERA-C-14-409-E
SUPPORT PERSONNEL ASSOCIATION, : PERA-C-14-421-E
PSEA/NEA :
v. :
ALLENTOWN CITY SCHOOL DISTRICT :

FINAL ORDER

The Allentown City School District (District) filed exceptions and a supporting brief with the Pennsylvania Labor Relations Board (Board) from a Proposed Decision and Order (PDO) issued on February 12, 2018, in which the Hearing Examiner found that the District violated Section 1201(a)(1) and (5) of the Public Employee Relations Act (PERA). The Allentown Education Association, PSEA/NEA (EA) and the Allentown Secretarial Educational Support Personnel Association, PSEA/NEA (ESPA) (collectively the Union) filed a response to the exceptions and a supporting brief on March 27, 2018.

Initially, we must *sua sponte* address the timeliness of the District's exceptions. The District's exceptions and brief arrived in the Board's Harrisburg office by United States Postal Service first-class mail on March 8, 2018. The last day to file exceptions with the Board was March 5, 2018. 34 Pa. Code §95.98(a)(i). Section 95.98 of the Board's Rules and Regulations provides that "[e]xceptions will be deemed received upon actual receipt or on the date deposited in the United States mail, as shown on a United States Postal Form 3817 Certificate of Mailing..." The Board will accept an official USPS Postmark as substantial compliance in lieu of an official Form 3817. However, the Board does not accept private postage meter marks as evidence of timely filing of exceptions. *E.g. Wampole v. Upper Perkiomen School District*, 34 PPER 69 (Order, 2003). The envelope in which the exceptions arrived at the Board bore a private postage meter mark dated March 5, 2018. Also enclosed with the exceptions is a copy of a United States Postal Service Certificate of Mailing, PS Form 3817, bearing a postmark dated March 5, 2018 of the "Bethlehem Plaza Cards and Snacks, Bethlehem Plaza". While facially the exceptions would appear untimely, upon investigation, the Bethlehem Plaza Cards and Snacks is a Contract Postal Unit, which is "a supplier-owned or supplier-leased site operated by the supplier, under contract to the Postal Service™ to provide postal products and services to the public..."¹ The Board has held that the shipping information of a private courier appearing on the face of the packaging demonstrates substantial compliance with the Board's regulations concerning timely filing of exceptions. See *Pennsylvania Social Services Union, Local 668 v. Lancaster County*, 45 PPER 94 (Order, 2014). Under the circumstances, we

¹ <https://about.usps.com/suppliers/becoming/contract-postal-unit.htm>.

find that the District's deposit of the exceptions for first-class mailing by the United States Postal Service on March 5, 2018, as evidenced by the postmark of the Contract Postal Unit, Bethlehem Plaza Cards and Snacks, similarly demonstrates substantial compliance with the USPS mailing requirements of Section 95.98 of the Board's Rules and Regulations. Accordingly, the District's exceptions were timely filed on March 5, 2018.

On December 19, 2014, the EA filed two separate charges of unfair practices with the Board alleging that the District violated Section 1201(a)(1) and (5) of PERA. The charge at Case No. PERA-C-14-408-E alleged as follows:

On September 5, 2014, the District listed the position of Health Services Facilitator as a position within the Act 93^[2] bargaining unit instead of the professional bargaining unit... The position of Health Services Facilitator is, and has been since the creation of the position, part of the professional educators' bargaining unit represented by the Allentown Education Association. In concise form, the District has engaged in the subcontracting of bargaining unit work. The District's action is a unilateral diversion of bargaining unit work in violation of Section 1201(a)(5) and direct and indirect violations of Section 1201(a)(1) of the Public Employee Relations Act.

The charge of unfair practices filed by the EA, at Case No. PERA-C-14-409-E, alleged as follows:

On September 9, 2014, the District listed the position of Arts Facilitator as a position within the Act 93 bargaining unit instead of the professional bargaining unit... The position of Arts Facilitator is, and has been since the creation of the position, part of the professional educators' bargaining unit represented by the Allentown Education Association. In concise form, the District has engaged in the subcontracting of bargaining unit work. The District's action is a unilateral diversion of bargaining unit work in violation of Section 1201(a)(5) and direct and indirect violations of Section 1201(a)(1) of the Public Employee Relations Act.

On December 29, 2014, ESPA filed a charge of unfair practices with the Board, at Case No. PERA-C-14-421-E, alleging as follows:

On September 18, 2014, the District hired a Job Grade IV Secretary of Medical Benefits and unilaterally moved the position from the secretarial bargaining unit represented by the Association into the Act 93 bargaining unit The position is part of the secretarial bargaining unit represented by the Allentown Secretarial Educational

² Section 1164 of the Public School Code of 1949, 24 P.S. § 11-1164 ("Compensation plans for school administrators") (Act 93).

Support Professionals' Association.^[3] In concise form, the District has engaged in the subcontracting of bargaining unit work. The District's action is a unilateral diversion of bargaining unit work in violation of Section 1201(a)(5) and direct and indirect violations of Section 1201(a)(1) of the Public Employee Relations Act.

Complaints were issued by the Secretary of the Board, and the matters were consolidated for purposes of hearing. A hearing was held on September 16, 2016, at which time the parties in interest were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. Based on the evidence presented by the parties, the Hearing Examiner made necessary Findings of Fact, which are adopted herein and summarized as follows.

On September 17, 2014, Executive Director of Human Resources Christina Mazzella emailed the Union, attaching old and new job descriptions for several positions that were changed. The email indicated that the Health Services Facilitator became the Assistant Director for Health Services; the Arts Facilitator became the Arts Administrator; and the Secretary for Medical Benefits became the Benefits Administrator. (FF 3, 27).

Bobbie Malcolm was the Department Chair of Nurses in the professional bargaining unit represented by the EA until her retirement. After Ms. Malcom retired, the District created a Health Services Facilitator position which it was unable to fill. Thereafter, the Health Services Facilitator position was converted into the Assistant Director for Health Services which the District deemed an Act 93 administrative position. The District appointed Kim Zsitek-Brannan, effective October 24, 2014, to fill the position of Assistant Director for Health Services. (FF 4). As Assistant Director for Health Services, Ms. Zsitek-Brannan is performing the duties on her job description which include many of the same duties actually performed by Ms. Malcolm as a bargaining unit employe. (FF 5).

As Department Chair of Nurses, Ms. Malcolm guided the responsibilities of school nurses, and provided equipment and training for the nurses. Nurses reported trends in communicable diseases to Ms. Malcom, and she reported communicable disease outbreaks and treatment outcomes to the Department of Health, to parents and to the student body. Ms. Malcolm also filled absences for health room assistants and worked on the "SHARRS" Report.⁴ (FF 6). Ms. Malcolm also provided in-service training and professional development for nurses. (FF 7). Ms. Malcolm, as Department Chair of Nurses, ensured students had their immunizations and excluded students who were not current on their immunizations. Ms. Malcom received requests for oxygen, which she distributed upon request. (FF 10). Ms. Zsitek-Brannan, the new Assistant Director of Health Services, performs these same duties. (FF

³ The caption of the case at PERA-C-14-421-E reflects the name of ESPA as certified in PERA-U-89-527-E.

⁴ The Pennsylvania Department of Health's School Health Annual Reimbursement Request System (SHARRS) report is a thirty-one page annual nursing report completed by multiple District personnel. 24 P.S. § 25-2505.1.

6, 9, 10). Although Ms. Zsitek-Brannan also performs administrative duties, there are overlaps in duties performed between Ms. Malcolm and Ms. Zsitek-Brannan. (FF 5).

The position of Arts Facilitator was in the professional bargaining unit and was held by Renee Lorenzetti-Mosser. The District developed an Arts Facilitator job description in October 2013 when Ms. Lorenzetti-Mosser left the position. (FF 12). The position remained vacant for one year. The District then converted the Arts Facilitator position into the position of Arts Administrator, which the District declared to be an Act 93, 12-month, administrative position. The District appointed Maryanne Gross to fill the Arts Administrator position effective December 15, 2014. The entire job description for the new Arts Administrator position is the same as the job description for the Arts Facilitator position, except that an administrative certificate is required. (FF 11, 13).

Dr. Tina Belardi, Assistant Superintendent, testified that Ms. Lorenzetti-Mosser, as Arts Facilitator, and Ms. Gross, as Arts Administrator, both "provide [] knowledge and understanding of the PDE Standards Aligned System (SAS), QTEL, Higher Order Thinking, and Formative Assessment." (FF 15). As Arts Facilitator, Ms. Lorenzetti-Mosser "proposed curriculum projects for Kindergarten through Grade 12," although she primarily focused on elementary grade levels. The Arts Administrator, Ms. Gross, now performs this duty. (FF 17). As Arts Facilitator, Ms. Lorenzetti-Mosser was active in trying to get teachers to apply for grants. The Arts Administrator, Ms. Gross, performs those same duties. (FF 19). As Arts Facilitator, Ms. Lorenzetti-Mosser "provided leadership in the organization and management of district and community performances and events for District students" and participated on a community organization committee with the arts. The Arts Administrator, Ms. Gross, also performs those duties, although to a greater extent. (FF 21). The Arts Administrator performs all the same duties as the Arts Facilitator with the additional authority to direct teachers, counsel them, change teachers' methods and hold teachers accountable. (FF 16).

Faye Dannenhower was the Secretary of Medical Benefits until she retired at the end of the school year in 2013. The Secretary for Medical Benefits position is in the nonprofessional support unit represented by ESPA. After Ms. Dannenhower retired, Tammy Thomas filled the bargaining unit Secretary of Medical Benefits position until the school board meeting of September 18, 2014, where her position was converted to Director of Health Benefits, effective July 1, 2014. (FF 23). Ms. Thomas, as Secretary in the secretarial bargaining unit, checked and handled all enrollment for medical and dental benefits. She also performed that same duty as the Director of Health Benefits. Ms. Thomas also handled retiree benefits in both positions, and additionally handled life insurance and life insurance claims in both the Director and Secretary positions. (FF 24). As Secretary for Medical Benefits, Ms. Thomas prepared packets of documents for COBRA. When Ms. Thomas became the Director, she still prepared the packets, but they went out under her own name, the included forms were returned directly to her, and she still processed the COBRA materials as she did as Secretary. As Secretary of Health Benefits, Ms. Thomas collected retiree health checks, copied them and recorded them on a spreadsheet. Ms. Thomas carried over that work from Secretary of Health Benefits to

the new position of Director of Health Benefits. (FF 25). Additionally, Ms. Thomas processed COBRA, enrolled employees in medical and dental benefits, maintained employee information in the medical provider's computer system, processed life insurance forms, and billing and death claims, and handled workers' compensation claims and medical programs for retirees, all before and after her promotion from her secretarial bargaining unit position to the alleged administrative position of Director of Health Benefits. (FF 26).

After the positions of Assistant Director for Health Services, Arts Administrator, and Director of Health Benefits were filled, the Union filed timely Charges of Unfair Practices with the Board, alleging, *inter alia*, that the District violated Section 1201(a)(1) and (5) of PERA, by subcontracting and diverting bargaining unit work. Because the District had unilaterally declared the positions of Assistant Director for Health Services, Arts Administrator, and Director of Health Benefits to be administrative and removed from the bargaining unit, and because those positions continued to perform duties that were previously performed by bargaining unit employees, the Hearing Examiner concluded that the District violated Section 1201(a)(1) and (5) of PERA.

On exceptions to the February 12, 2018 PDO, the District argues that in Case Nos. PERA-C-14-408-E and PERA-C-14-409-E, the Hearing Examiner erred in finding a removal of bargaining unit work. The District contends that the Charges of Unfair Practices filed by the EA in those cases only allege that the District's posting of the positions constituted the violation of PERA. However, contrary to the District's truncated reading of the Charges of Unfair Practices, the EA actually alleged that "the District has engaged in the subcontracting of bargaining unit work. The District's action is a unilateral diversion of bargaining unit work in violation of Section 1201(a)(5) and direct and indirect violations of Section 1201(a)(1) of [PERA]." The Charges of Unfair Practices in Case Nos. PERA-C-14-408-E and PERA-C-14-409-E sufficiently allege that the District's unilateral removal of bargaining unit work violated Section 1201(a)(1) and (5) of PERA. Moreover, the Charges of Unfair Practices in Case No. PERA-C-14-408-E and PERA-C-14-409-E were filed only after the District had filled the Assistant Director for Health Services and Arts Administrator positions. Accordingly, in Case Nos. PERA-C-14-408-E and PERA-C-14-409-E, the Hearing Examiner did not err in addressing the Union's allegations regarding the District's unilateral removal or diversion of bargaining unit work to the Assistant Director for Health Services and Arts Administrator positions.

The District also excepts to the Hearing Examiner's Finding of Fact 4, arguing that the Health Services Facilitator position was never actually filled and therefore was not converted into the Assistant Director of Health Services position. Again, the District's exceptions fail to acknowledge the context for this finding by the Hearing Examiner. Finding of Fact 4 states in full as follows:

The Health Services Facilitator position was never actually filled. It was made up in preparation for Bobbie Malcom's retirement. Bobbie Malcolm was the Department Chair of Nurses in the professional bargaining unit until her

retirement. Thereafter, the Health Services Facilitator position was converted into an Act 93 administrative position called the Assistant Director for Health Services. The District appointed Kim Zsitek Brannan, effective October 24, 2014, to fill that position. The job descriptions for both positions are virtually identical. The new Act 93 position has the additional authority to supervise bargaining unit employes. The Health Services Facilitator position was created based on what Ms. Malcolm actually did. (N.T. 28-32, 37-38, 48, 74-75, 256-260; Association Exhibits 2, 3, 4, 5)

Indeed, Finding of Fact 4, should be read in context with Finding of Fact 5. Finding of Fact 5 states as follows:

As Assistant Director for Health Services, Ms. Zsitek-Brannan is performing the duties on her job description which include many of the same duties included on the former Health Services Facilitator job description and were actually performed by Ms. Malcolm. Ms. Zsitek-Brannan, in the position of Assistant Director of Health Services, performs duties performed by Ms. Malcolm, who was in the bargaining unit, although Ms. Zsitek-Brannan also performs administrative duties. There are overlaps in duties between Ms. Malcolm and Ms. Zsitek-Brannan. (N.T. 52-56, 263-265; Association Exhibits 6 & 7).

Thus, the Hearing Examiner found that the bargaining unit duties of Ms. Malcolm as the Department Chair of Nurses were unilaterally transferred to the purported non-bargaining unit position of Assistant Director for Health Services held by Ms. Zsitek-Brannan. Finding of Fact 4, when read in context, is supported by the record evidence as found by the Hearing Examiner, and the District's exceptions thereto are dismissed.

Although not expressly articulated in the District's exceptions, the crux of the District's arguments seems to be that the Assistant Director for Health Services, Arts Administrator, and Director of Health Benefits were given additional administrative duties, and while some of the duties of those positions may have been similar to duties of the bargaining unit, those duties were now carried out with managerial and supervisory authority by persons in Act 93 administrator positions. As astutely recognized by the Hearing Examiner, the District's arguments are of no moment outside the context of a unit clarification petition filed under Section 95.23 of the Board's Rules and Regulations. 34 Pa. Code §95.23.

Indeed, over thirty years ago, the Commonwealth Court sitting *en banc*, fully endorsed the Board's policy that an employer commits an unfair practice by unilaterally redefining the bargaining unit through creation of positions or assignment of duties that remove positions or functions from the bargaining unit. Where an employer assigns alleged managerial, supervisory or confidential duties to a new or existing bargaining unit position, the employer may file a unit clarification petition for the Board to determine the inclusion or exclusion of the position in the bargaining unit, as it is the Board's continuing exclusive province under Section 604 of PERA to determine the appropriateness of the bargaining unit. City of Clairton v. PLRB, 528 A.2d 1048 (Pa. Cmwlth. 1987); Crestwood Educational Support Personnel Association v. Crestwood School District, 46 PPER 23 (Final Order,

2014). Simply stated, “[a] public employer may not, in an attempt to side-step an unfair practice charge, unilaterally redefine a bargaining unit by removing therefrom certain positions of functions performed by its members.” City of Clairton, 528 A.2d at 1050. This fundamental tenet is firmly established in Board and appellate caselaw.

Following City of Clairton, the Board stated in Public Utility Commission, 20 PPER ¶ 20047 (Final Order, 1989), as follows:

We repeat our admonition of Commonwealth (Department of Commerce), [18 PPER ¶ 18018 (Proposed Decision and Order, 1986)], that a public employer which, under the guise of “reclassification,” attempts to remove employes from a unit commits an unfair practice. See also Commonwealth of Pennsylvania, 9 PPER ¶ 9061 (Nisi Decision and Order, 1978), 9 PPER ¶ 9165 (Final Order, 1978). However, the [employer] may assign additional job duties to a position, reclassify the employes into a newly-created position, and thereafter petition the Board to remove the newly-created position out of the bargaining unit based upon the additional job duties.

Public Utility Commission, 20 PPER at 131. Thereafter the Board explained in Elizabeth Township, 33 PPER ¶33053 (Final Order, 2002), as follows:

The Board has exclusive authority to determine the appropriateness of a bargaining unit. Gateway School District v. PLRB, 470 A.2d 185 (Pa. Cmwlth. 1984); Community College of Beaver, 21 PPER ¶ 21166 (Final Order, 1990), *aff'd*, 24 PPER ¶ 24110 (Beaver County Court of Common Pleas, 1993). This function is a continuing one that is fulfilled through the Board's unit clarification procedure. Gateway, supra; In the Matter of the Employes of the Public Utility Commission, 20 PPER ¶ 20047 (Final Order, 1989) (PUC). In Gateway, the Court stated that it “has recognized the necessity of unit clarification proceedings as a means to insure flexibility in the composition of the bargaining unit as new positions are created or existing positions are changed.” Gateway, 470 A.2d at 188. Accordingly, the removal of employes from an established unit can only be accomplished through the Board's unit clarification process after the Board determines that the position in question should be excluded, and the employer commits an unfair labor practice by unilaterally removing an employe from the bargaining unit before a determination is made by the Board. Beaver County, supra; Wage Policy Committee of the City of New Kingston Paid Fire Department v. City of New Kingston, 18 PPER ¶ 18023 (Final Order, 1986).

Elizabeth Township, 33 PPER at 112. In North Pocono Educational Support Personnel Association v. North Pocono School District, 39 PPER 44 (Final Order 2008), the Board succinctly held as follows:

[T]he District’s claim that the former position of payroll clerk was ‘confidential’ does not excuse its unilateral removal of the payroll work from the bargaining unit. An employer may not unilaterally redefine a bargaining unit by removing positions or work therefrom, but rather must file a petition for unit clarification with the Board... The District did not file a unit clarification petition, and

thus committed an unfair practice by unilaterally removing the work from the bargaining unit.

North Pocono School District, 39 PPER at 153. Similarly, in Crestwood School District, the Board held as follows:

[B]lack-letter law and the Board's long-standing policy require that when the District creates a new position alleged to be outside the bargaining unit as confidential, that "new" employe may not continue to perform any bargaining unit work without the District having filed a unit clarification petition with the Board seeking to have the position deemed confidential within the meaning of Section 301(13) of PERA. *E.g.* Philadelphia Community College, 24 PPER ¶ 24172 (Final Order, 1993).

Crestwood School District, 46 PPER at 82-83.

Accordingly, it is well settled that where any of the duties of the Assistant Director for Health Services, Arts Administrator, and Director of Health Benefits were previously performed by the bargaining unit employes, the District committed an unfair practice by unilaterally making such an assignment without having submitted the matter to the collective bargaining process or to the Board through a unit clarification proceeding. It is well-established that in the absence of an agreement with the Union or a unit clarification petition filed with the Board, the fact that any bargaining unit work is being performed by the Assistant Director for Health Services, Arts Administrator, and Director of Health Benefits, who have been unilaterally deemed outside the bargaining unit by the District, is *per se* an unfair practice committed by the District. City of Clairton, *supra.*, Public Utility Commission, *supra.*, Elizabeth Township, *supra.*, North Pocono School District, *supra.*, Crestwood School District, *supra.*

The remainder of the District's exceptions are to the Hearing Examiner's findings that the Assistant Director for Health Services, Arts Administrator, and Director of Health Benefits perform some of the work that was previously performed by bargaining unit employes. In this regard, "a public employer commits an unfair labor practice if it unilaterally shifts any bargaining unit work to non-members without first bargaining." AFSCME v. PLRB, 616 A.2d 135, 138 (Pa. Cmwlth. 1992); City of Harrisburg v. PLRB, 605 A.2d 440 (Pa. Cmwlth. 1992).

The Hearing Examiner's Findings of Fact regarding the work that was previously performed by bargaining unit members and is now performed by the Assistant Director for Health Services, Arts Administrator, and Director of Health Benefits, are based on a review of the evidentiary record and credibility determinations. Absent the most compelling of circumstances, which do not exist in this record, the Board will not disturb the credibility determinations of its hearing examiner, who is able to observe the manner and demeanor of the witnesses during their testimony. See *e.g.* Philadelphia Community College, 24 PPER ¶ 24172 (Final Order, 1993). Upon review of the record as a whole, the Hearing Examiner's findings that there are duties that were previously performed by bargaining unit members which are now being performed by the Assistant Director for Health Services, Arts Administrator, and Director of Health Benefits, are supported by substantial evidence of record. See Commonwealth of Pennsylvania (Capitol Police), 18 PPER ¶ 18093 (Final Order, 1987).

Based on the cited testimony and record evidence, the Hearing Examiner found that Assistant Director for Health Services performs duties previously carried out by the Department Chair of Nurses. Specifically, Ms. Malcom, as the Department Chair of Nurses, received reports from nurses regarding trends in communicable diseases; reported communicable disease outbreaks and treatment outcomes to the Department of Health, parents and the student body; provided equipment to, and training for, the school nurses; filled absences for health room assistants; worked on the "SHARRS" Report; arranged in-service training and professional development for nurses; ensured students had their immunizations; and filled requests for oxygen. Ms. Zsitek-Brannan, the new Assistant Director of Health Services, now performs these same duties. (FF 6 through 10).

The Hearing Examiner also cited to record testimony and evidence that Arts Facilitator Lorenzetti-Mosser and Ms. Gross, as Arts Administrator, both, *inter alia*, proposed curriculum projects for Kindergarten through Grade 12; got teachers to apply for grants; provided leadership in the organization and management of district and community performances and events for District students; and participated on a community organization committee. (Findings of Fact 15 through 22). With regard to the duties of Ms. Thomas as the Secretary of Medical Benefits, and later the Director of Health Benefits, the Hearing Examiner found, based on the evidence and testimony, that in both capacities Ms. Thomas checked and handled all enrollment for medical and dental benefits; handled retiree benefits, life insurance and life insurance claims; prepared packets of documents for COBRA; collected retiree health checks, copied them and recorded them on a spreadsheet; processed COBRA applications; maintained employee information in the medical provider's computer system; and handled workers' compensation claims. (Findings of Fact 24 through 26).

Accordingly, there is substantial evidence of record supporting the Hearing Examiner's Findings of Fact that bargaining unit work previously performed by Ms. Malcolm as Department Chair of Nurses, Ms. Lorenzetti-Mosser as Arts Facilitator, and Ms. Thomas as Secretary of Medical Benefits, continued to be performed by Ms. Zsitek-Brannan, the new Assistant Director of Health Services, Ms. Gross as the Arts Administrator, and Ms. Thomas after her position became the Director of Health Benefits. As such, the Hearing Examiner's finding that the District unilaterally transferred bargaining unit work to other positions that the District deemed Act 93 administrative is supported by substantial evidence, and will not be disturbed.

After a thorough review of the exceptions and all matters of record, the Hearing Examiner did not err in concluding that the District violated Section 1201(a)(1) and (5) of PERA by unilaterally assigning bargaining unit work to positions deemed outside the unit by the District (Assistant Director for Health Services, Arts Administrator, and Director of Health Benefits) without bargaining with the Union or filing a unit clarification petition with the Board. See *e.g. City of Clairton, supra., Public Utility Commission, supra., Elizabeth Township, supra., North Pocono School District, supra., Crestwood School District, supra.* Moreover, the Hearing Examiner ordered the usual and customary remedy by directing the District to cease and desist from failing or refusing to collectively bargain with the Union and restoring the bargaining unit work to the unit. Fraternal Order of Police, Williamsport Lodge #29 v. City of Williamsport, 29

PPER ¶29109 (Final Order, 1998). Accordingly, the exceptions filed by the District shall be dismissed, and the PDO made absolute and final.

ORDER

In view of the foregoing and in order to effectuate the policies of the Public Employe Relations Act, the Board

HEREBY ORDERS AND DIRECTS

that the exceptions filed by the Allentown City School District are hereby dismissed, and the February 12, 2018 Proposed Decision and Order, be and hereby is made absolute and final.

SEALED, DATED and MAILED at Harrisburg, Pennsylvania pursuant to conference call meeting of the Pennsylvania Labor Relations Board, James M. Darby, Chairman, Robert H. Shoop, Jr, Member, and Albert Mezzaroba, Member this fifteenth day of May, 2017. The Board hereby authorizes the Secretary of the Board, pursuant to 34 Pa. Code 95.81(a), to issue and serve upon the parties hereto the within order.

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

ALLENTOWN EDUCATION ASSOCIATION, PSEA/NEA	:		
	:		
AND	:	CASE Nos.	PERA-C-14-408-E
	:		PERA-C-14-409-E
ALLENTOWN SECRETARIAL EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, PSEA/NEA	:		PERA-C-14-421-E
	:		
v.	:		
	:		
ALLENTOWN CITY SCHOOL DISTRICT	:		

AFFIDAVIT OF COMPLIANCE

Allentown City School District 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 Final Order and Proposed Decision and Order as directed therein by immediately returning all bargaining unit work to the bargaining units represented by the Allentown Education Association and the Allentown Secretarial Education Support Personnel Association, restoring the status quo ante, and making whole any bargaining unit employes who have been adversely affected due to the District's unfair practices; that it has posted a copy of the Final Order and Proposed Decision and Order in the manner prescribed therein; and that it has served a copy of this affidavit on the Unions at their principal place of business.

Signature/Date

Title

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

Signature of Notary Public