

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

IN THE MATTER OF THE EMPLOYES OF :
:
: Case No. PERA-U-10-226-E
: (Case No. PERA-R-02-172-E)
:
SPRINGFIELD SCHOOL DISTRICT :

PROPOSED ORDER OF DISMISSAL

On June 28, 2010, the Springfield Educational Support Professional Association (Association) filed with the Pennsylvania Labor Relations Board (Board) a petition for unit clarification to include the district office assistant, the payroll specialist and the accounting assistant in a bargaining unit of Springfield School District (District) employees previously certified by the Board at Case No. PERA-R-02-172-E. On July 6, 2010, the Secretary of the Board issued an order and notice of hearing directing that a hearing be held on October 5, 2010, if the parties did not resolve the matters in dispute by then. On August 6, 2010, the hearing examiner, upon the request of both parties, continued the hearing. On November 8, 2010, the hearing examiner held the hearing and afforded the parties a full opportunity to present evidence and to cross-examine witnesses. On February 7, 2011, each party filed a brief by deposit in the U.S. Mail.

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

FINDINGS OF FACT

1. On October 29, 2002, the Board certified the Association's predecessor in name (the Springfield Educational Support Personnel Association, PSEA/NEA) as the exclusive representative of a bargaining unit comprised of white-collar non-professional employees of the District. (Case No. PERA-R-02-172-E)

2. Pursuant to a stipulation of the parties, the Board excluded the secretary to the business manager (Elizabeth Hughes), the secretary to the board of school directors (Linda Roberts), the secretary to the superintendent (Sheila Vint), the district office assistant (Deborah Hamby), the payroll specialist (Marilyn Houser), the accounting assistant (Patricia Randazzo) and the human relations/benefits specialist (Barbara Viola) from the bargaining unit as confidential employees under section 301(13) of the Public Employee Relations Act (PERA). (Case No. PERA-R-02-172-E)

3. On May 15, 2007, the Board certified the Association as the exclusive representative of the bargaining unit. (Case No. PERA-U-07-199-E)

4. The District and the Association thereafter conducted negotiations for their current collective bargaining agreement. The District's executive director of operations (formerly Lynn Glancy, currently Donald Mooney) and the District's director of human resources (Linda Bellace) were on the District's bargaining team. Ms. Bellace conducted most of the side-bar negotiations for the District. Ms. Hamby compiled information for and made copies of proposals that Ms. Bellace prepared for presentation at the bargaining table. Ms. Houser prepared salary schedules and gathered information on salaries and leave for Ms. Bellace's use in the negotiations. (N.T. 6-9, 23-25, 42-46, 57, 63-64, 66-67, 71-72, 77, 85; Joint Exhibit 1)

5. In 2008, the District and the exclusive representative of its teachers conducted negotiations for a collective bargaining agreement. Mr. Glancy was a member of the District's bargaining team. The District's assistant business manager (Christopher Wilson) assisted Mr. Glancy in the preparation of salary schedules. Ms. Bellace attended every negotiation session, discussed strategy when the District's bargaining team caucused and provided compensation and benefit information for the District's use at the bargaining table. Ms. Randazzo prepared salary and benefit information for Mr. Glancy's and Mr. Wilson's use in the negotiations. Ms. Hamby compiled information for and made

copies of proposals that Ms. Bellace prepared for presentation at the bargaining table. (N.T. 23-25, 58-59, 64, 72-73, 77, 84-85, 105-106, 110-112)

6. Ms. Hamby's regular duties include performing special projects assigned by Ms. Bellace. (N.T. 18, 20-21, 28, 33-35, 74-76, 78-79; District Exhibit 2)

7. Ms. Houser's regular duties include processing the payroll, calculating employee compensation and communicating regularly with Ms. Bellace about changes in employee salaries and leave. (N.T. 38-39, 79-83; District Exhibit 3)

8. Ms. Randazzo's regular duties include collecting salary and benefit data for Mr. Mooney and Mr. Wilson. (N.T. 53, 57-60, 104-105, 115-116; District Exhibit 4)

9. Ms. Hughes helps Mr. Mooney with his mail, correspondence, calendar and daily activity planning. (N.T. 117)

10. Within the last two years, the District reclassified the district office assistant (Ms. Hamby) as the district office secretary. (N.T. 89, 96)

DISCUSSION

The Association has petitioned to include the district office secretary (Ms. Hamby), the payroll specialist (Ms. Houser) and the accounting assistant (Ms. Randazzo) in the bargaining unit. Pursuant to a stipulation of the parties, the Board previously excluded Ms. Hamby, who was then the district office assistant but is now the district office secretary (finding of fact 10), Ms. Houser and Ms. Randazzo from the bargaining unit as confidential employees under section 301(13) of the PERA (finding of fact 2). According to the Association, they should now be included in the bargaining unit because (1) they share an identifiable community of interest with the employees already included in the bargaining unit, (2) they are not confidential employees under either section 301(13)(i) or (ii) and (3) the District should be able to conduct its labor relations with other employees who are currently excluded from the bargaining unit as confidential employees.

The District contends that the petition should be dismissed because Ms. Hamby, Ms. Houser and Ms. Randazzo (1) do not share an identifiable community of interest with the employees already included in the bargaining unit and (2) are confidential employees under both sections 301(13)(i) and (ii).

As set forth in the findings of fact¹ and as explained below, the record shows that Ms. Hamby, Ms. Houser and Ms. Randazzo work in a close continuing relationship with representatives associated with collective bargaining on behalf of the District and thus are confidential employees under section 301(13)(ii). The record also shows that the District has used them in collective bargaining consistent with the different functions they perform in the regular course of their duties. Thus, regardless of whether or not they share an identifiable community of interest with the employees already included in the bargaining unit and regardless of whether or not they are confidential employees under the first part of section 301(13)(i), they must remain excluded from the bargaining unit as confidential employees. The petition, therefore, must be dismissed.

Given that disposition, the District's contentions that they do not share an identifiable community of interest with the employees already included in the bargaining unit and that they also are confidential employees under section 301(13)(i) need not be addressed.

The applicable law

Section 301(13) of the Public Employee Relations Act (PERA) provides as follows:

¹ The findings of fact are based in part on testimony by Ms. Hamby, Ms. Houser and Ms. Randazzo. In its Brief at 16, the Association seemingly questions their credibility by positing that their testimony as to their job duties may have been "colored" because each admitted to wanting to remain excluded from the bargaining unit (N.T. 18, 38, 52-53). If anything, however, their admissions displayed candor, thereby enhancing rather than undermining their credibility. The hearing examiner has credited their testimony accordingly.

"'Confidential employee' shall mean any employee who works (i) in the personnel offices of a public employer and have access to information subject to use by the public employer in collective bargaining; or (ii) in a close continuing relationship with public officers or representatives associated with collective bargaining on behalf of the employer."

In North Hills School District v. PLRB, 762 A.2d 1153 (Pa. Cmwlth. 2000), petition for allowance of appeal denied, 566 Pa. 653, 781 A.2d 150 (2001), our Commonwealth Court, noting that section 301(13) "defines **two** distinct categories of confidential employees," observed that

"the test used for section 301(13) **(i)** of the PERA . . . not only requires that the employee work in the personnel office of a public employer, **but also** that the employee have access to information subject to use by the public employer in collective bargaining. In clarifying this requirement, the PLRB has determined that section 301(13) **(i)** of the PERA requires proof that the information to which the employee is privy 'must be of such a definite nature that the union would know of the employer's plans if said information is revealed.' Bangor Area School District, 9 PPER [¶ 9295] at 533. However, section 301(13) (ii) of the PERA does not even mention the content of the information accessible to the employee; rather, in that second category of confidential employee, the focus is upon the level of association that the public officer or representative has with the employer's collective bargaining process. As interpreted by the PLRB, the exclusion under section 301(13) (ii) is limited to employees who work in a close continual relationship with 'managerial personnel who actually participate in the collective bargaining in (sic) behalf of the public employer,' [PLRB v.] Altoona Area School District, 480 Pa. [148] at 155, 389 A.2d [553] at 557, in other words, those who actually formulate, determine or effectuate the employer's labor policy. Id.

Where an employee has a close relationship with such involved management personnel, the PERA appears to assume that that employee would have access to confidential information, so that their 'inclusion in the bargaining unit would seriously impair the public employer's ability to bargain on a fair and equal footing with the union.' Id. at 155, 389 A.2d at 557."

762 A.2d at 1158-1159 (emphasis in original, footnote omitted).

In Cheltenham School District, 32 PPER ¶ 32098 at 254 (Final Order 2001), the Board explained that it has "prohibited employers from distributing confidential duties among various employees to gain confidential exclusions for more employees than are necessary for an employer to conduct its collective bargaining." In Westmont Hilltop School District, 33 PPER ¶ 33067 at 140 (Final Order 2002), the Board further explained that the prohibition applies when "the employer is merely dividing the same work among different individuals in order to exclude more positions from the bargaining unit" as confidential but not when the employer has "assigned work to employees based on the different functions they perform."

The district office secretary

The record shows that during negotiations between the parties for their current collective bargaining agreement the District's director of human resources (Ms. Bellace) was a member of the District's bargaining team and conducted most of the side-bar negotiations for the District (finding of fact 4). The record also shows that during negotiations between the District and the exclusive representative of its teachers for a collective bargaining agreement Ms. Bellace attended every negotiation session, discussed strategy when the District's bargaining team caucused and provided compensation and benefit information for the District's use at the bargaining table (finding of fact 5). The record further shows that Ms. Hamby compiled information for and made copies of proposals that Ms. Bellace prepared for presentation at the bargaining table in both negotiations (findings of fact 4-5).

On that record, it is apparent that Ms. Hamby works in a close continuing relationship with a representative associated with collective bargaining on behalf of the

District (Ms. Bellace) and thus is a confidential employee under section 301(13)(ii). See Brandywine Heights Area School District, 41 PPER 170 at 516 (Final Order 2010), where the Board found that an employee who costed out bargaining proposals for a member of the employer's bargaining team was confidential because "[t]he performance of such duties indicates that [the employee] has worked in a close continuing relationship with" a representative associated with collective bargaining on behalf of the employer; Neshannock Township School District, 41 PPER 83 at 284 (Final Order 2010), where the Board found that an employee who provided "vital information to District bargaining representatives that is utilized in analyzing bargaining proposals" was confidential because her "performance of these job duties is sufficient to establish a close continuing relationship for purposes of Section 301 (13)(ii)," and Westmont Hilltop School District, *supra*, where the Board found that an employee who prepared spreadsheets for negotiations was confidential because her "duty with respect to the preparation of spreadsheets is just the type of job duty that substantiates a close continuing relationship" under section 301(13)(ii). 33 PPER at 140. Accordingly, Ms. Hamby must remain excluded from the bargaining unit as a confidential employee.²

The Association contends that Ms. Hamby is not a confidential employee because she does not work in a close continuing relationship with Ms. Bellace. In support of its contention, the Association points out that Ms. Bellace never instructed Ms. Hamby to access the District's bargaining files (N.T. 35), that Ms. Bellace never told Ms. Hamby what the District's bargaining strategies and bottom line in negotiations were (N.T. 35), that Ms. Hamby's desk is approximately 150 feet from Ms. Bellace's office (N.T. 21), that Ms. Hamby was unable to precisely quantify the number of special projects she worked on for Ms. Bellace (N.T. 33-35), that one such project was unrelated to collective bargaining (N.T. 34) and that Ms. Hamby has additional duties unrelated to collective bargaining (N.T. 18, 21, 76, 89). As authority for its contention, the Association relies on Canonsburg Borough, 18 PPER ¶ 18001 (Final Order 1986), where the Board interpreted section 301(13)(ii) to mean that an employee must be privy to the employer's collective bargaining strategy in order to be confidential. The Association also relies on City of Coatesville, 28 PPER ¶ 28053 (Order Directing Submission of Eligibility List 1997), where former Hearing Examiner Timothy Tietze, citing East Lycoming School District, 14 PPER ¶ 14265 (Final Order 1983), noted that "[s]ecretaries to high school principals who merely made photo copies of bargaining proposals were not considered confidential employees since photo copying was too minimal a connection with collective bargaining to warrant that designation." 28 PPER at 117-118.

The Association's contention is without merit. Under section 301(13)(ii), an employee may be found to have a close continuing relationship with a representative associated with collective bargaining on behalf of the employer regardless of whether or not the employee was actually privy to the employer's bargaining strategy. North Hills School District, *supra*. The fact that Ms. Bellace never instructed Ms. Hamby to access the District's bargaining files and the fact that Ms. Bellace never told Ms. Hamby what the District's bargaining strategies and bottom line in negotiations were, therefore, are not dispositive. Moreover, under section 301(13)(ii), the closeness of an employee's relationship with a representative associated with collective bargaining on behalf of the employer depends on the employee's role in collective bargaining. *Id.* Thus, in finding employees to be confidential in Brandywine Heights Area School District, *supra*, Neshannock Township School District, *supra*, and Westmont Hilltop School District, *supra*, the Board focused exclusively on the role of the employees in collective bargaining. Neither Ms. Hamby's geographical proximity to the representative nor her performance of job functions unrelated to collective bargaining is, therefore, relevant. Furthermore, Canonsburg Borough and East Lycoming School District are no longer controlling as they predate and are inconsistent with North Hills School District. Accordingly, the Association's reliance on Canonsburg Borough and East Lycoming School District is misplaced.

² The District contends that Ms. Hamby also should remain excluded from the bargaining unit as a confidential employee because she works in a close continuing relationship with another of its representatives associated with collective bargaining on its behalf (its director of educational services, Dr. Gary Mattei). Although the record shows that Dr. Mattei was a member of the District's bargaining team for the negotiations between the District and the exclusive representative of its teachers (N.T. 24, 75) and that Ms. Hamby made copies for him (N.T. 24), the District's contention need not be addressed as the record shows that Ms. Hamby's working relationship with Ms. Bellace in collective bargaining is sufficient to establish confidential status on Ms. Hamby's part.

The Association also contends that Ms. Hamby nevertheless should be included in the bargaining unit because the District may adequately conduct its labor relations with four other employees who report to Ms. Bellace and are excluded from the bargaining unit as confidential employees (Lisa Ciurlino, Linda Dirico, Ms. Houser and Ms. Viola). In support of its contention, the Association cites Cheltenham School District, supra, for the proposition that an employer may not distribute confidential duties to more employees than are necessary for it to conduct its collective bargaining.

The Association's contention is without merit. Although Ms. Hamby testified that Ms. Ciurlino, who is Ms. Bellace's secretary (N.T. 20, 34-35, 94-96), is excluded from the bargaining unit as a confidential employee (N.T. 21), the record shows that Ms. Ciurlino is not among the employees who the Board previously excluded from the bargaining unit as confidential (finding of fact 2). The record also shows that Ms. Dirico, who is the substitute service coordinator (N.T. 94), is not among the employees who the Board previously excluded from the bargaining unit as confidential (finding of fact 2). Thus, the record does not support the Association's contention that Ms. Ciurlino and Ms. Dirico are excluded from the bargaining unit as confidential employees.

As to Ms. Houser, who the Board has excluded from the bargaining unit as a confidential employee (finding of fact 2), the record shows that Ms. Bellace uses her and Ms. Hamby in collective bargaining consistent with the different functions they perform in the regular course of their duties in that Ms. Hamby's regular duties include performing special projects assigned by Ms. Bellace while Ms. Houser's regular duties include processing the payroll, calculating employee compensation and communicating regularly with Ms. Bellace about employee leave (findings of fact 6-7). No prohibited distribution of confidential job duties to more employees than are necessary for the District to conduct its labor relations is apparent under the circumstances. See Brandywine Heights Area School District, supra (where a representative associated with collective bargaining on behalf of the employer assigned confidential work to a payroll clerk consistent with the functions she performed in the regular course of her duties, the payroll clerk was a confidential employee even though the representative's secretary was already excluded from the bargaining unit as a confidential employee); Westmont Hilltop School District, supra (where a representative associated with collective bargaining on behalf of the employer assigned confidential work to his secretary and to a secretary/payroll clerk consistent with the different functions they performed in the regular course of their duties, the secretary and the secretary/payroll clerk were both confidential employees).

As to Ms. Viola, who the Board also has excluded from the bargaining unit as a confidential employee (finding of fact 2), the record is silent as to her role, if any, in collective bargaining, leaving no basis for finding that Ms. Hamby should be included in the bargaining unit because the District has distributed confidential duties to various employees to gain confidential exclusions for more employees than are necessary for it to conduct its collective bargaining. The prohibition set forth in Cheltenham School District, supra, is, therefore, inapplicable. See Westmont Hilltop School District, supra (the prohibition only applies when two or more employees perform the same work).

The payroll specialist

As noted above, the record shows that during negotiations between the parties for their current collective bargaining agreement Ms. Bellace was a member of the District's bargaining team and conducted most of the side-bar negotiations for the District. The record also shows that Ms. Houser prepared salary schedules and gathered information on salaries and leave for Ms. Bellace's use in the negotiations (finding of fact 4).

On that record, it is apparent that Ms. Houser works in a close continuing relationship with a representative associated with collective bargaining on behalf of the District (Ms. Bellace) and thus is a confidential employee under section 301(13)(ii). See Brandywine Heights Area School District, supra, Neshannock Township School District, supra, and Westmont Hilltop School District, supra, where, as explained above, the Board on substantially similar records found employees to be confidential. Accordingly, Ms. Houser must remain excluded from the bargaining unit as a confidential employee.

The Association contends that Ms. Houser is not a confidential employee because she does not work in a close continuing relationship with Ms. Bellace. In support of its contention, the Association again relies on Canonsburg Borough, supra. The Association also relies on City of Coatesville, supra, where Hearing Examiner Tietze, citing Zelienople Borough, 24 PPER ¶ 24005 (Final Order 1992), noted that "an assistant secretary's mere access to borough financial records was insufficient to support a confidential designation." 28 PPER at 118. The Association further points out that Ms. Houser does not sit in on negotiating strategy sessions (N.T. 46), is not privy to the District's bargaining strategy (N.T. 47) and reports not only to Ms. Bellace but also for an indeterminate period of time to the District's assistant business manager (Mr. Wilson) (N.T. 39-40, 42, 53, 103-104, 108-109). In addition, the Association relies on City of Coatesville, supra, where Hearing Examiner Tietze, citing Trinity Area School District, 22 PPER ¶ 22125 (Final Order 1991), noted that "a school district's assistant payroll bookkeeper was not a confidential employee merely because she costed out the district's proposals when she was not aware which proposals were intended to be presented at the bargaining table," and citing Reynolds School District, 22 PPER ¶ 22098 (Final Order 1991), noted that "[a] school business manager's secretary who once proofread the district's salary proposals and on another occasion reviewed the cost analysis of the union's proposals was insufficient to warrant a confidential designation." 28 PPER at 117.

The Association's contention is without merit. As noted above, under section 301(13)(ii), an employee may be found to have a close continuing relationship with a representative associated with collective bargaining on behalf of the employer regardless of whether or not the employee was actually privy to the employer's bargaining strategy. North Hills School District, supra. The fact that Ms. Houser did not sit in on bargaining and the fact that she was not privy to the District's bargaining strategy are, therefore, not dispositive. Moreover, as also noted above, under section 301(13)(ii), the closeness of an employee's relationship with a representative associated with collective bargaining on behalf of the employer depends on the employee's role in collective bargaining with any such representative. Id. Given Ms. Houser's working relationship with Ms. Bellace in collective bargaining, which is dispositive, the fact that she reports to Mr. Wilson for an indeterminate amount of time as well is irrelevant. Furthermore, as also noted above, Canonsburg Borough is no longer controlling as it predates and is inconsistent with North Hills School District. In Brandywine Heights Area School District, supra, the Board similarly found that Trinity Area School District is no longer controlling as it predates and is inconsistent with North Hills School District. Reynolds School District likewise is no longer controlling as it predates and is inconsistent with North Hills School District. Accordingly, the Association's reliance on Canonsburg Borough, Trinity Area School District and Reynolds School District is misplaced.

The Association also contends that Ms. Houser nevertheless should be included in the bargaining unit because the District may adequately conduct its labor relations with four other employees who report to Ms. Bellace and are excluded from the bargaining unit as confidential employees (Ms. Ciurlino, Ms. Dirico, Ms. Hamby and Ms. Viola). As noted above, however, the record shows that Ms. Ciurlino and Ms. Dirico are not among the confidential employees who the Board has excluded from the bargaining unit as confidential, that Ms. Bellace uses Ms. Hamby and Ms. Houser in collective bargaining consistent with the different functions they perform in the regular course of their duties and that the record is silent as to Ms. Viola's role, if any, in collective bargaining. Thus, as with Ms. Hamby, there is no basis for finding that Ms. Houser should be included in the bargaining unit because the District has distributed confidential duties to gain confidential exclusions for more employees than are necessary for it to conduct its collective bargaining, making the prohibition set forth in Cheltenham School District, supra, inapplicable. See Westmont Hilltop School District, supra (the prohibition only applies when two or more employees perform the same work).

The accounting assistant

The record shows that during negotiations between the parties for their current collective bargaining agreement the District's executive director of operations (previously Mr. Glancy, currently Mr. Mooney) was a member of the District's bargaining

team and that Ms. Randazzo prepared salary and benefit information for Mr. Glancy's use in the negotiations (finding of fact 5).³

On that record, it is apparent that Ms. Randazzo works in a close continuing relationship with a representative associated with collective bargaining on behalf of the District (previously Mr. Glancy, currently Mr. Mooney) and thus is a confidential employee under section 301(13)(ii). See Brandywine Heights Area School District, supra, Neshannock Township School District, supra, and Westmont Hilltop School District, supra, where, as explained above, the Board on substantially similar records found employees to be confidential. Accordingly, Ms. Randazzo must remain excluded from the bargaining unit as a confidential employee.

The Association contends that Ms. Randazzo cannot be a confidential employee because she does not work in a close continuing relationship with Mr. Glancy/Mr. Mooney.⁴ In support of its contention, the Association points out that she does not sit in on negotiating strategy sessions (N.T. 46) and is not privy to the District's bargaining strategy. *Id.* The Association also points out that her access to financial information for the District's budget (N.T. 53) provides an insufficient basis for finding her to be confidential. The Association again relies on Canonsburg Borough, supra, and on City of Coatesville, supra, where Hearing Examiner Tietze cited Zelienople Borough, supra.

The Association's contention is without merit. As noted above, under section 301(13)(ii), an employee may be found to have a close continuing relationship with a representative associated with collective bargaining on behalf of the employer regardless of whether or not the employee was actually privy to the employer's bargaining strategy, North Hills School District, supra, so neither the fact that Ms. Randazzo sat in on negotiations nor the fact that she was not privy to the District's bargaining strategy is relevant. Moreover, although Ms. Randazzo's access to financial information for the District's budget is not dispositive, the fact remains that she prepared salary and benefit information for Mr. Glancy's use in negotiations, which is dispositive. Furthermore, as also noted above, Canonsburg Borough and Zelienople Borough are no longer controlling as they predate and are inconsistent with North Hills School District. Accordingly, the Association's reliance on Canonsburg Borough and Zelienople Borough is misplaced.

The Association also contends that Ms. Randazzo nevertheless should be included in the bargaining unit because the District should be able to conduct its labor relations with another confidential employee who reports to Mr. Mooney (Ms. Hughes). A close review of the record, however, shows that Mr. Mooney uses Ms. Randazzo and Ms. Hughes in collective bargaining consistent with the functions they perform in the regular course of their duties in that Ms. Randazzo's regular duties relate to financial matters while Ms. Hughes's regular duties relate to secretarial matters (findings of fact 8-9). The Association's contention is, therefore, without merit. See Brandywine Heights Area School District, supra, and Westmont Hilltop School District, supra, where, as explained above, the Board on substantially similar records found two employees working for the same representative associated with collective bargaining on behalf of the employer to be confidential.

CONCLUSIONS

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

1. The District is a public employer under section 301(1) of the PERA.

³ If the current occupant of a position has no work history, the Board looks to the track record of the prior occupant(s) of the position in order to determine the status of the position. Lower Providence Township, 16 PPER ¶ 16117 at n. 1 (Final Order 1985). Thus, Mr. Glancy's work history provides a basis for determining the status of the director of operations even though Mr. Mooney has yet to participate in negotiations.

⁴ The Association also contends that Ms. Randazzo cannot be a confidential employee based on her working relationship with the District's assistant business manager (Mr. Wilson) because his anticipated participation in upcoming negotiations (N.T. 104) has yet to happen. The Association's contention need not be addressed, however, as the record shows that Ms. Randazzo's working relationship with Mr. Glancy in collective bargaining in past negotiations is sufficient to establish confidential status on Ms. Randazzo's part.

2. The Association is an employe organization under section 301(3) of the PERA.

3. The Board has jurisdiction over the parties.

4. The district office assistant, the payroll specialist and the accounting assistant are confidential employes under section 301(13)(ii) of the PERA.

ORDER

In view of the foregoing and in order to effectuate the policies of the PERA, the hearing examiner

HEREBY ORDERS AND DIRECTS

that the petition is dismissed.

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 (20) days of the date hereof, this decision and order shall be final.

SIGNED, DATED and MAILED from Harrisburg, Pennsylvania, this twenty-eighth day of February 2011.

PENNSYLVANIA LABOR RELATIONS BOARD

DONALD A. WALLACE, Hearing Examiner