

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

AMERICAN FEDERATION OF STATE, :
COUNTY AND MUNICIPAL EMPLOYEES, :
DISTRICT COUNCIL 47 :
 : Case No. PERA-C-11-387-E
v. :
 :
CITY OF PHILADELPHIA :

PROPOSED DECISION AND ORDER

On October 28, 2011, the American Federation of State, County and Municipal Employees, District Council 47 (AFSCME DC 47 or Union) filed a charge of unfair practices with the Pennsylvania Labor Relations Board with the Pennsylvania Labor Relations Board (Board) alleging that the City of Philadelphia (City) violated sections 1201(a)(1) and (5) of the Public Employe Relations Act (PERA) by unilaterally amending the Deferred Retirement Option Program (DROP) without bargaining with the Union.

On November 30, 2011, the Union filed an amended charge of unfair practices. On December 13, 2011, the Secretary of the Board issued a complaint and notice of hearing directing that a hearing be held on April 17, 2012 in Philadelphia before Thomas P. Leonard, Esquire, a hearing examiner of the Board. On April 11, 2012 the examiner continued the hearing to October 4, 2012 at the request of the City without objection from the Union. On September 17, 2012, the examiner continued the hearing to November 27, 2012 at the request of the Union over the objection of the City. On November 21, the examiner continued the hearing to December 21, 2012 at the request of the parties to allow settlement discussions.

On December 20, 2012, the examiner cancelled the December 21 hearing at the request of the parties to allow them to present the case on a stipulation of facts in lieu of a hearing. On January 7, 2013, in lieu of a hearing, the parties submitted a Stipulation of Uncontested Facts (69 paragraphs) with three volumes of exhibits (Vol I, A-N; Vol. II, O-Z and Vol. III, AA-RR).

The Union submitted a brief on April 15, 2013; the City submitted a brief on June 4, 2013 and the Union submitted a reply brief on June 13, 2013.

The hearing examiner, on the basis of the stipulation of facts and from all other matters and documents of record, makes the following:

FINDINGS OF FACT

1. AFSCME District Council 47 (AFSCME DC 47) is the certified bargaining agent for professional and supervisory employees employed by the City. (Stipulation ¶ 1)
2. AFSCME District Council 47 is an "employe organization" within the meaning of Section 301(3) of the Public Employe Relations Act, 43 P.S. §1101.301(3) ("PERA"). (Stipulation ¶ 2)
3. Local 2187 is the collective bargaining representative of the rank and file professional, administrative and technical employees employed by the City. (Stipulation ¶ 3)
4. Local 2186 represents first-line supervisory professional and non-professional employees employed by the City and the First Judicial District. (Stipulation ¶ 4)

5. Local 810 represents the rank and file professional employees employed by the First Judicial District. (Stipulation ¶ 5)
6. Local 2187, Local 2186 and Local 810 are affiliated organizations of AFSCME DC 47. (Stipulation ¶6)
7. The City is a City of the First Class and a political subdivision of the Commonwealth of Pennsylvania, operating pursuant to its Home Rule Charter, 351 Pa. Code §1.1-100 **et seq.** (Stipulation Stipulation ¶ 7)
8. The City is a "public employer" within the meaning of Section 301(1) of PERA. (Stipulation ¶ 8)
9. In 1956, the City established a pension and retirement system pursuant to the Philadelphia Home Rule Charter Section 6-600 by the Ordinance approved December 3, 1956, as amended, ("1956 Ordinance") and the Municipal Retirement Benefit Plan 1987 Ordinance which became effective January 8, 1987. AFSCME DC 47 employees participate in this pension and retirement system. (Stipulation ¶¶ 9, 10)
10. AFSCME DC 47 filed a grievance and demand for arbitration over the City's attempt to put new employees hired after January 8, 1987 into Plan 87. The issue was arbitrated and AFSCME DC 47 prevailed. (Stipulation ¶ 10, Exhibit A)
11. As part of the enactment of the original pension and retirement system in 1956, the City adopted certain provisions governing disqualification of employees from eligibility for pension benefits for certain transgressions. (Stipulation ¶ 11, Exhibit B)
12. The adoption of the 1956 pension ordinance occurred prior to the enactment of PERA and prior to any Order of certification of AFSCME DC 47. (Stipulation ¶ 12)
13. Since 1972, AFSCME DC 47 and the City have been signatories to a series of collective bargaining agreements and memoranda of agreement governing the terms and conditions of employment of such employees. (Stipulation ¶ 13)
14. The 1972-1975 collective bargaining agreement between the City and AFSCME DC 47 and Local 2187 provides that "The parties will make a good faith effort to arrive at a new Pension Plan by November 1, 1973. But in no event later than November 1, 1974." (Stipulation ¶ 14, Exhibit C)
15. Since 1972, employees represented by AFSCME DC 47 have been subject to the terms of the City's pension and retirement system, as set forth in the enabling ordinances as amended from time-to-time or by subsequent legislation. (Stipulation ¶ 15)
16. The City and AFSCME DC 47 have negotiated pension agreements in subsequent collective bargaining agreements. (Stipulation ¶¶ 16, 17, 18, 19, 20, 21, 22)
17. By letter dated March 20, 1997, on behalf of all City Unions, including AFSCME DC 47, Les Yost, then President of the Philadelphia Fire Fighters Local 22, submitted to Ben Hayller, the City's Finance Director, a proposal to adopt a deferred retirement option program in the City's pension and retirement system similar to programs offered in other cities at the time. (Stipulation ¶ 23, Exhibit J)
18. By letter dated April 25, 1997, Ben Hayller responded to Mr. Yost regarding the deferred retirement option program. (Stipulation ¶29, Exhibit K)

19. In 1999, the Deferred Retirement Option Plan ("DROP") was established under the City's pension and retirement system by Ordinance No. 990288-A ("DROP Creation Ordinance"). DROP is applicable to employees represented by AFSCME DC 47. (Stipulation ¶ 31, Exhibit P)
20. DROP was adopted for a limited duration or test period because its cost was uncertain. The DROP Creation Ordinance states, "[i]t is the intent of City Council that the design of this test DROP is such that the impact of the Plan will not result in more than an immaterial increase in the City's normal cost of annually funding the Retirement System." (Stipulation ¶ 32, Exhibit P)
21. The DROP Creation Ordinance provides that "the DROP ...will continue under the same terms (except those related to the "test" aspects) indefinitely unless and until further amended by City Council." (Stipulation ¶ 33, Exhibit P)
22. The establishment of DROP was not the subject of any bargaining proposals between the City and AFSCME DC 47. Rather, Carol Stukes, AFSCME DC 47's elected representative to the City's Board of Pensions, testified at the hearing regarding the DROP Creation ordinance. (Stipulation ¶ 34, Exhibit Q)
23. The City submitted the following proposal to AFSCME DC 47 on or about May 4, 2009:

3. PENSIONS

The cost of pension benefits is increasing at a rate that has come to present a significant threat to the City's Five Year Plan and overall fiscal stability. To address this problem, the existing pension plans shall be changed to achieve significant cost reductions for the City, including but not limited to the following:

(a) COLA

If the pension ordinance is amended to change the timing, method or calculation of payments under the Pension Adjustment Fund, such changes shall automatically apply to eligible employees and retirees without need for further negotiations.

(b) PAF Replacement Fund

All employees who participate in the Retirement System shall be required to make a special contribution each year to offset the impact on the Pension Fund of the Pension Adjustment Fund. Each year when the Pension Board determines the funds to be placed into the Pension Adjustment Fund, the Director of Finance will determine the percent of payroll for all employees who participate in the Retirement System to offset fully that Pension Adjustment Fund contribution. The resulting percentage of payroll shall be withheld from each participant's bi-weekly salary for the next twelve (12) months and shall be contributed directly into the Pension Fund. Such contributions shall not be considered earnings or investment income for purposes of the Pension Adjustment Fund calculations.

(c) Member Contributions

Effective July 1, 2009, the employee contribution under all existing pension plans shall be increased to the greater of (i) an additional 3% above the employee's contribution to their plan or (ii) 50% of the normal cost for the plan in which the employee participates, based on the most recent plan valuation report.

Effective July 1, 2009, the subsidy paid by the City to reduce the employee contributions for members of Plan 67 (Plan J) set forth in Section 22-902(2)(b) of the Retirement Code shall be eliminated and employees shall pay the full employee contribution established by the Code.

(d) **New Pension Plan**

All employees hired on or after July 1, 2009, shall be placed in the new pension plan adopted by the City.

At the time that the new pension plan goes into effect, existing employees shall have the option, for a period of ninety (90) days, to make an irrevocable election to enter the new pension plan. If any employee so elects, his or her benefits in the existing pension plan shall be frozen and all future earnings and service credits shall count only towards benefits under the new pension plan.

(Stipulation ¶ 53, Exhibit GG)

24. The parties have been engaged in collective bargaining for a successor agreement since the expiration of their agreement on June 30, 2009. (Stipulation ¶ 51)
25. In 2010, the City received a July 29, 2010 analysis entitled "The Impact of a DROP Program on the Age of Retirement and Employer Pension Costs" prepared by the Center for Retirement Research at Boston College. According to the analysis, DROP "results in a substantial increase in pension costs" and estimates that DROP "has cost the city around \$258 million over the period to December 31, 2009." The analysis concludes that "[a]lthough our estimates are somewhat sensitive to the assumptions made regarding interest rates and wage growth, at no plausible combinations is it cost-neutral." (Stipulation ¶ 60, Exhibit KK)
26. The City also received an analysis dated March 10, 2011 from Cherion, the actuary for the pension plan selected by the City's Board of Pensions, on the impact of potential changes to DROP that would mitigate the increase in pension costs. (Stipulation ¶ 61, Exhibit LL)
27. City Council engaged a consultant to perform an analysis of DROP. The June 1, 2011, Bolton Partners' Analysis disagrees with the City's analyst's conclusions with regard to alleged savings by amending DROP. (Stipulation ¶ 62, Exhibit MM)
28. On September 15, 2011, the City amended the DROP by changing the options for retirement benefits under the program to reduce its costs, including, but not limited to, changing eligibility requirements and the interest credited to DROP accounts and adding a new option for retirees to take a lump sum benefit at retirement, in exchange for an actuarial reduction of their regular monthly pension ("DROP Ordinance"). On its face, this amendment is applicable to AFSCME DC 47 employees. (Stipulation ¶ 63, Exhibit NN)
29. The DROP Ordinance was not the subject of any bargaining proposals between the City and AFSCME DC 47. On June 6, 2011, AFSCME DC 47 President Catherine D. Scott testified before City Council against the DROP amendment stating that "[t]he Deferred Retirement Option Program is part of the existing pension program and, as such, is a mandatory subject of bargaining and can only be addressed at the bargaining table for union-represented employees." (Stipulation ¶ 64, Exhibit OO, pp. 46-50).
30. Members of AFSCME DC 47 have retired pursuant to the DROP since it was enacted in 1999. (Stipulation ¶ 65)

31. On or about November 23, 2011, the City fulfilled its meet and discuss obligation regarding the DROP Ordinance with Local 2186, without conceding that it has such an obligation. (Stipulation ¶ 68)
32. On or about December 6, 2011, the parties entered into a stipulation that the DROP Ordinance will not be enforced in whole or in part as to AFSCME DC 47, Local 2187 and Local 810 employees pending a final order of the PLRB or an agreement by the parties to the contrary. The stipulation is not applicable to Local 2186 employees. (Stipulation ¶ 69, Exhibit RR.)

DISCUSSION

AFSCME DC 47's charge of unfair practices alleges that the City of Philadelphia violated its duty to bargain with Local 2187, Local 2186 and Local 810 when it made changes to the Deferred Retirement Option Plan (DROP).

The facts of the case are undisputed. The parties submitted stipulated facts.

Before the City had a DROP it had a basic pension plan. In 1956, the City established a pension and retirement system for its employees, including those members of AFSCME DC 47. The pension benefits were memorialized in the 1956 enabling ordinances and in future amendments by subsequent legislation. In 1970, the Pennsylvania General Assembly enacted the Public Employee Relations Act (PERA), which the Union asserts has been violated in the present case. In 1999, the City amended its pension and retirement system by creating an optional deferred retirement option plan (DROP) benefit for eligible employees. Under DROP, employees "retire" for pension purposes while they keep working for up to four additional years. Instead of receiving their pension benefits during that time, the monthly benefits are placed into a notional DROP account where they earn interest. When the employee actually retires from employment, the employee receives the balance of the DROP account as a lump sum payment and starts collecting his or her retirement benefits monthly.

In 2010, the City faced financial difficulties. It sought to reduce its pension costs, including the costs of the DROP. The City amended the DROP on September 15, 2011 to reduce the costs of the DROP by extending the age at which certain employees can elect the benefit and changing how the interest rate on DROP earnings is calculated. The City passed this DROP Ordinance amendment without bargaining with the Union and did so as the City and the Union were engaged in bargaining a successor CBA.

Pennsylvania courts and the Board have ruled consistently that pension and retirement benefits are a mandatory subject of bargaining under Section 701. **PLRB v. State College Area District**, 306 A.2d 404, 412 (Pa. Cmwlth. 1973), *rev'd on other grounds*, 461 Pa. 494, 337 A.2d 262 (Pa. 1975); *see also*, **City of Pittsburgh v. PLRB**, 539 Pa. 535, 538, 653 A.2d 1210 (Pa. 1995); **AFSCME Council 85 v. Pleasant Ridge Manor (Erie County)**, 44 PPER 100 (Proposed Decision and Order, 2013)

The Union contends that the stipulated facts of record in this case demonstrate that the City committed an unfair practice when it enacted the DROP ordinance amendment in 2011. The terms and conditions of the DROP benefit are set forth at Section 22.310 of the City's pension and retirement ordinance. (Exhibit P). The 2011 ordinance amending the DROP changed the terms and conditions of the DROP benefit by changing eligibility requirements and the interest credited to DROP accounts and adding a new option for retirees to take a lump sum benefit at retirement, in exchange for an actuarial reduction of their regular monthly pension (Finding of Fact 28, Exhibit NN). There is no dispute that the DROP is a retirement benefit and that AFSCME's members have retired under the DROP since its inception in 1999. (Finding of Fact 30, Stipulation ¶ 65). Because the DROP is a retirement benefit, it is a mandatory subject of bargaining under Section 701 of PERA. From these basic facts, the Union argues that the City was obligated to bargain the DROP amendments with AFSCME before implementing the amendments and that the City's failure to do so constitutes a violation of Section 1201(a)(1) and (5) of PERA.

As a preliminary matter, the absence of a DROP provision in the collective bargaining agreement (CBA) does not excuse the City's failure to bargain with AFSCME before enacting the 2011 DROP amendments. The present case resembles the dispute in **City of Erie v. PLRB**, 32 A.3d 625, 637 (Pa. 2011). At issue in **City of Erie** was whether the City violated its collective bargaining obligation when it enacted an ordinance that eliminated a DROP-like retirement benefit without first bargaining with the union. The City of Erie argued, among other things, that its CBA with the firefighters union did not contain an express provision regarding this specific pension benefit and therefore it was not required to bargain over the elimination of the benefit. The Hearing Examiner, the Board and the Supreme Court rejected the City's argument and ruled that the City was obligated to bargain over the elimination of the pension benefit regardless of the CBA's silence on the subject and that its failure to bargain was an unfair labor practice. "This fundamental mandate of labor law is applicable regardless of whether the collective bargaining agreement expressly mentions such benefits; whether they have been incorporated into the agreement by reference; or whether the agreement is silent on that mandatory subject of bargaining." **City of Erie v. PLRB**, 32 A.3d at 637; *see also*, **Association of Pennsylvania State College and University Faculties v. PLRB**, 2009 Pa. Commw. Unpub. LEXIS 430, at *8 (Pa. Cmwlth. 2009) (decided under PERA), *citing* **Commonwealth v. PA Labor Relations Bd.**, 459 A.2d 452 (Pa. Cmwlth. 1983).

As the decisions above demonstrate, the *status quo* of employee wages and terms and conditions of employment is not established solely by what is agreed to in a collective bargaining agreement. A benefit enjoyed by union members over many years becomes a part of the terms and conditions of the members' employment. *See* **County of Allegheny v. Allegheny County Prison Employees Independent Union**, 476 Pa. 27, 381 A.2d 849, 852 N. 12 (Pa. 1977) (recognizing that terms and conditions of employment may be established by past practice).

Furthermore, it is well established in Pennsylvania that a public employer cannot change the status quo and take unilateral action with regards to a mandatory subject of bargaining while negotiations are ongoing. **Philadelphia Housing Authority v. PLRB**, 620 A.2d 594 (Pa. Cmwlth. 1993), *alloc. den'd*, 637 A.2d 294 (Pa. 1993). In the absence of an impasse in negotiations, an employer is required to maintain the status quo. The City changed the provisions of the DROP in the middle of the negotiations for the successor agreement, thereby acting contrary to the holding of **Philadelphia Housing Authority, Id.**

The 1999 DROP ordinance provided an enhanced retirement benefit to AFSCME's members. AFSCME's members have been retiring under the DROP for the past twelve years. Accordingly, the DROP is a well-established term and condition of employment for AFSCME's members, regardless of the fact that the terms of the DROP are not set forth in the parties' CBA. The City did not bargain the DROP amendments with AFSCME and its failure to do so violated Section 1201(a)(1) and (5) of PERA.

The City argues that **City of Erie v. PLRB, supra.** does not govern this case because it was decided under Act 111, the Policemen and Firemen Collective Bargaining Act, and not Act 195, the Public Employee Relations Act (PERA). However, under both Act 111 and Act 195, pension benefits are a mandatory subject of bargaining. **City of Erie** resolved the question of whether an employer was excused from bargaining a change in a pension benefit because the benefit was not in the CBA. On that issue, there is no substantive distinction between Act 111 and Act 195.

The City raises two defenses to the charge. The first defense is that it was contractually privileged to apply the September 15, 2011 DROP Ordinance to bargaining unit employees without bargaining because of a clear and unmistakable waiver by AFSCME District Council 47 of the right to bargain over that amendment.

In **Jersey Shore Area Education Association v. Jersey Shore School District**, 18 PPER ¶ 18061 (Proposed Decision and Order, 1987), 18 PPER ¶ 18117 (Final Order, 1987), the Board adopted the rule set forth in **NCR Corp.**, 271 NLRB 1212 (1984) by which an employer could defend against a refusal to bargain charge by asserting that it had a "sound

arguable basis" for its claim that its unilateral action was "contractually privileged." 18 PPER ¶ 18117 at 340-341. In **Temple University Hospital**, 41 PPER 3, at 9. (Final Order, 2010) the Board has made clear that there must be a sound arguable basis in the parties' collective bargaining agreement, or other bargained-for agreement, for the claim that the employer's action was permissible [i.e. contractually privileged]' under the terms of that agreement," citing **Pennsylvania State Troopers Association v. PLRB**. 761 A.2d 646, 651 (Pa. Cmwlth. 2005).

In the present case, the City does not point to a CBA provision or a bargained-for provision for its sound arguable basis defense. The City enacted the original DROP ordinance in 1999 without bargaining with the Union. Rather, the City argues that when the City initially adopted the DROP in 1999, the parties knew that DROP was not to be permanent but rather was to be a test program. The word "test" appears throughout the 1999 ordinance. Additionally, the ordinance said "[i]t is the intent of City Council that the design of this test DROP is such that the impact of the Plan will not result in more than an immaterial increase in the City's normal cost of annually funding the Retirement System." The City argues that DROP became "permanent" only with the express caveat that the program could be "further amended by City Council" should its costs inflict a material burden on the City's finances.

The City argues that the Board should instead follow NLRB cases that found the union waived the employer's duty to bargain where an employer relied upon language in extrinsic documents that reserve the employer's right to make amendments and modifications to a pension plan. For instance, in **Mary Thompson Hospital**, 296 NLRB 1245 (1989), the NLRB held that a collective bargaining agreement specifically incorporated the entire pension plan document, including the clause reserving to the employer the right to "modify, suspend, or terminate" the pension plan when it provided as follows: "The Connecticut General Life Insurance Accumulator Plan, which provides pension benefits for employees upon their retirement, is incorporated in this Agreement for all eligible employees." *Id.* at 1246. That language, the NLRB reasoned, constituted a clear and unmistakable waiver of the union's right to bargain over the terms of the pension plan. *Id.* at 1246-47.

However, the PLRB has not adopted that line of NLRB cases as set forth by the City. As pointed out by the Union, the PLRB most recently in **Temple University, supra**, has repeated its reliance on the contractual privilege defense with its requirement that the language be bargained-for. Accordingly, in the present case, the PLRB precedent will similarly guide the disposition of this dispute. The City's contractual privilege defense is dismissed.

The City's second defense is that the Union's conduct since the DROP began in 1999 demonstrates that it has waived its right to bargain over the change that the City made in 2011. The City points to a history of the parties' collective bargaining in which the Union has not requested the City to bargain over any aspect of the DROP, or any other pension and retirement change before, in-between or after the implementation of DROP.

However, the Union replies that it is a well-settled legal principle that regardless of an employer's implementation of a policy or program in the past without bargaining first with the union, the employer is not excused from having to bargain over prospective changes to the policy that affect the employees' wages, hours, and terms and conditions of employment. **Crawford County v. PLRB**, 659 A.2d 1078, 1083 (Pa. Cmwlth. 1995), *appeal dismissed*, 543 Pa. 482, 672 A.2d 1318 (1996); **AFSCME Council 85 v. Pleasant Ridge Manor (Erie County)**, 44 PPER 100 (Proposed Decision and Order, 2013).

The Commonwealth Court has held that it is the public employer's "duty to seek out its bargaining counterpart and engage in good faith negotiations without prompting or prodding from the Union" when the employer is seeking to change wages and other terms and conditions of employment. **Snyder County Prison Board v. PLRB**, 912 A.2d 356, 367-68 (Pa. Cmwlth. 2006) *petition for allowance of appeal denied*, 593 Pa. 730, 928 A.2d 1292 (Pa. 2007) *citing*, **International Association of Firefighters, Local No. 713 v. City of Easton**, 20 PPER ¶ 20098 (Final Order 1989) (noting that shifting the burden to union would permit

a municipality to avoid its statutory obligation to bargain and make a unilateral change regarding a mandatory subject, thereby forcing the union to attempt to bargain out from under a *fait accompli* which the municipality has already chosen and implemented).

Likewise, the fact that the 2011 DROP amendments were implemented by ordinance did not relieve the City of its duty to bargain with AFSCME. "[A]n employer's unilateral change to a mandatory subject of bargaining, such as pension benefits, even through the enactment or repeal of an ordinance, constitutes an unfair labor practice." **City of Erie**, 32 A.3d at 635; **Borough of Geistown v. PLRB**, 679 A.2d 1330 (Pa. Cmwlth. 1996), *petition for allowance of appeal denied*, 547 Pa. 759, 692 A.2d 568 (1997).

Like the union in **Crawford County**, AFSCME did not waive its right to bargain over the 2011 DROP amendments simply because the City implemented the 1999 DROP ordinance without first bargaining with AFSCME. There is no evidence in this record that the City attempted to negotiate the 2011 DROP amendments with AFSCME and that AFSCME "clearly and unmistakably waived its interest" in such negotiations. Therefore, the City's waiver by conduct defense is also dismissed.

Having considered the respective arguments of the Union and the City, I must conclude that the record in this case supports finding that the City violated its duty to bargain as set forth in Sections 1201(a)(1) and (5) when it enacted the 2011 DROP ordinance amendment.

CONCLUSIONS

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

1. The City of Philadelphia is a public employer under section 301(1) of PERA.
2. The American Federation of State, County and Municipal Employees, District Council 47 is an employe organization under section 301(3) of PERA.
3. The Board has jurisdiction over the parties hereto.
4. The City has committed unfair practices in violation of Sections 1201(a)(1) and (5) of PERA.

ORDER

In view of the foregoing and in order to effectuate the policies of PERA the Examiner

HEREBY ORDERS AND DIRECTS

that the City shall:

1. Cease and desist from interfering with, restraining or coercing employes in the exercise of the rights guaranteed in PERA.
2. Cease and desist from refusing to bargain collectively in good faith with an employe representative of employes in an appropriate unit, including but not limited to the discussing of grievances with the exclusive representative.
3. Take the following affirmative action:
 - (a) Rescind the September 15, 2011 Ordinance amending the DROP;
 - (b) Rescind any changes made to the DROP as a result of the September 15, 2011 Ordinance, restore the status quo that existed before September 15, 2011

and make whole any employees who were adversely affected as a result of the September 15, 2011 Ordinance;

- (c) 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 employees and have the same remain so posted for a period of ten (10) consecutive days; and
- (d) 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.

IT IS HEREBY FURTHER ORDERED AND DIRECTED

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

SIGNED, DATED AND MAILED at Harrisburg, Pennsylvania, this eighteenth day of December, 2014.

PENNSYLVANIA LABOR RELATIONS BOARD

Thomas P. Leonard, Hearing Examiner

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

AMERICAN FEDERATION OF STATE, :
COUNTY AND MUNICIPAL EMPLOYEES, :
DISTRICT COUNCIL 47 :
 : Case No. PERA-C-11-387-E
v. :
 :
CITY OF PHILADELPHIA :

AFFIDAVIT OF COMPLIANCE

The City of Philadelphia hereby certifies that it has ceased and desisted from its violation of Sections 1201(a)(1) and (5) of PERA; that it has complied with the proposed decision and order, that it has posted a copy of the proposed decision and order as directed and that it has served an executed copy of this affidavit on the Union.

Signature/Date

Title

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

Signature of Notary Public