

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

WEST SIDE CAREER AND TECHNOLOGY :
CENTER EDUCATION ASSOCIATION :
 :
v. : Case No. PERA-C-12-155-E
 :
 :
WEST SIDE CAREER AND TECHNOLOGY :
CENTER :

PROPOSED DECISION AND ORDER

On May 21, 2012, the West Side Career and Technology Center Education Association (Association or Complainant) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (Board) against the West Side Career Technology Center (Center or Respondent) alleging that the Center violated Section 1201(a)(1) and (3) of the Public Employe Relations Act (PERA).

On June 8, 2012, the Secretary of the Board issued a Complaint and Notice of Hearing in which the matter was assigned to a conciliator for the purpose of resolving the matters in dispute through the mutual agreement of the parties and December 3, 2012 in Harrisburg was assigned as the time and place of hearing, if necessary, before Thomas P. Leonard, Esquire, a hearing examiner of the Board. The conciliator did not resolve the dispute, making a hearing necessary.

The examiner continued the hearing to May 30, 2013, at the request of the Association without objection from the Center. The hearing was held on the rescheduled day. A second day of hearing was necessary and was held on July 29, 2013.

All parties in interest were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. The examiner, on the basis of the testimony presented at the hearing and from all other matters and documents of record, makes the following:

FINDINGS OF FACT

1. West Side Career and Technology Center is a public employer within the meaning of Section 301(1) of PERA.

2. West Side Career and Technology Center Education Association is an employe organization within the meaning of section 301(3) of PERA.

3. The Association is the exclusive representative of the Center's professional employees.

4. Thomas Pieczynski is the Sales, Distributive Education and Marketing teacher, a position in the professional bargaining unit. The teacher is responsible for preparing students in grades 9-12 for employment in such retail establishments as convenience stores and fast food restaurants. (N.T. 18-23)

5. Pieczynski has taught for the Center for the past seven (7) years. (N.T. 18)

6. Pieczynski's supervisor for his first six years was Administrative Director Elizabeth Ellis, who formally evaluated him annually using the Pennsylvania Department of Education form. Each year, she rated him as Satisfactory, with no negative comments. (N.T. 23-25, Association Exhibit 1)

7. For his entire time at the Center, up to the 2011-12 school year, Pieczynski also served as the faculty adviser for the Center's chapter of the Distributive Education Clubs of America (DECA). (N.T. 28-29)

8. Before the 2011-12 school year, the DECA events were funded by profits from the school store. (N.T. 30)

9. Pieczynski's instruction included students working at a school store, Bob's Break Room. The room tries to mirror a retail establishment, selling chips, sodas and cookies. By working at the store, the students learn the soft skills of customer relations, proper hygiene and language for such an employment setting. (N.T. 21)

10. The store is run in two shifts, an hour in the morning and an hour in the afternoon, with four students in the morning and four in the afternoon. Each shift is split into two half-hour shifts. (N.T. 39)

11. In July, 2011, Nancy Tkatch became the new Administrative Director. (N.T. 279)

12. In August, 2011, two weeks before the start of the school year, Administrative Director Tkatch called Pieczynski to a meeting to discuss her concerns about the student store. She believed that the name, Bob's Break Room, was sexist and that the store's inventory stocking items were contrary to the Center's wellness policies. (N.T. 30-31)

13. Tkatch also wanted to make other changes in the program. Over the course of the next several weeks, Pieczynski and Tkatch held other impromptu meetings over issues in his program. He never told her that he would not make the changes that she asked him to make. (N.T. 27-33)

14. On September 23, 2011, Tkatch and Pieczynski met to discuss issues that Tkatch had with the school store. As a result of the meeting, Pieczynski and Tkatch developed a seven (7) part improvement plan for the operation of the store. The plan stated the "absolute need to have two signatures on every check is imperative as a valid accounting procedure as per our bank agreement" and "development of a budget proposal to separate the DECA fund from the School Store fund." (N.T. 67, Association Exhibit 6)

15. On October 5, Pieczynski asked the Association's President, Lyle Newell, to request a "meet and discuss" conference under the Collective Bargaining Agreement. Pieczynski made the request in order to seek guidance from Tkatch on ways to pay for DECA events without using the school store's funds. (N.T. 59-61, 255-256, 256, Association Exhibit 3)

16. The meet and discuss conference happened on October 6, and addressed only the DECA issue. (N.T. 61, 256, 268)

17. Tkatch gave Pieczynski two options to fund future DECA events: (1) formulate a budget that would pay for DECA events; or (2) enter a statewide competition among DECA clubs and hope to win a medal that would convince her that Pieczynski could continue to use profits from the store for future DECA events. Tkatch also stated that Pieczynski had the rest of the 2011-2012 school year to work through one of these approaches. In the meantime, he could still use the store's profits to fund DECA events. (N.T. 61-62)

18. The CBA's meet and discuss procedure required Tkatch, as Executive Director, to issue a written report detailing the results of the conference. Tkatch, however, did not issue a written report. (N.T. 62-63, 258, Association Exhibit 4, at 21).

19. On December 15, 2011, Tkatch called Pieczynski and Association President Lyle Newell to a meeting to discuss his performance. The meeting covered several issues. On December 19, 2011, Director Tkatch wrote Pieczynski a letter that summarized the December 15 meeting and set forth several adverse outcomes. (N.T. 67-68, Association Exhibit 6)

20. In her letter, Tkatch stated she had given Pieczynski an unsatisfactory rating for the first semester of the school year for "failure to follow accounting procedures" at the school store. Also, she notified him that the Center's Board of Directors had suspended Pieczynski as the DECA Advisor. (N.T. 77-78, Association Exhibits 6)

21. The rating did not come with the necessary PDE evaluation form required by the School Code. (N.T. 77-78, Association Exhibit 6)

22. On December 15, 2011, the Center's Board of Directors voted to remove Pieczynski as DECA Advisor for a period of three calendar months. (N.T. 77-78, Association Exhibit 6)

23. On December 23, 2011, Pieczynski and the Association filed a grievance #2011/12-1, alleging that the Center had violated the collective bargaining agreement by: Tkatch giving him an unsatisfactory rating; by the Center removing him from the position of DECA advisor without just cause and by Tkatch failing to submit a written report of the meet and discuss session held on September 23, 2011. (N.T. 25, 81-82, Association Exhibit 8, Grievances No. 2011-12-1)

24. On January 6, 2012, Tkatch gave Pieczynski a Professional Improvement Plan "[a]s a result of an unsatisfactory rating for the first semester of 2011-12 school year." (N.T. 78-79, Association Exhibit 7)

25. The Improvement plan contained eighteen (18) goals ("Action Steps/Strategies") that Pieczynski needed to meet. As an example, the first goal was "Collaboration with other members of career and tech centers is imperative for program improvement." The Improvement Plan established a number system from "0" to "5" for assessing Pieczynski's performance:

- 0 = no evidence of progress
- 1 = needs additional attention
- 2 = minimal progress
- 3 = evidence of improvement
- 4 = average progress
- 5 = mastery

(N.T. 86, Association Exhibit 7, at 2).

26. The Improvement Plan also stated,

The Administrative Director agrees to assist the teacher in the development and implementation of the improvement plan and a bi-monthly meeting will be held with the Administrative Director to assess the teacher's attention to the plan. In addition, periodic, formal/informal observations will be conducted without notice, as a means to monitor progress.

(N.T. 86, Association Exhibit 7 at 2)

27. On January 18, 2012, Pieczynski and the Association filed a second grievance, #2011-12-2, alleging that the Center violated the CBA by Tkatch giving Pieczynski an unsatisfactory rating as a teacher for the first semester of the 2011-12 school year without just cause. (N.T. 81-82, Association Exhibit 8, Grievance 2011-12-2).

28. On January 31, 2012, Pieczynski, Lyle Newell and PSEA UniServ representative Michael Milz met with Tkatch about the Improvement Plan. (N.T. 83-84)

29. At the January 31 meeting, Pieczynski asked Tkatch to provide guidance on the Improvement Plan and the "best way to comply with it." (N.T. 84, 262, 274)

30. Tkatch responded by raising the subject of the two pending grievances. Tkatch told Pieczynski: "I will not help you with the Grievances staring me in the face." (N.T. 83-84, 261, 273-274)

31. At the January 31 meeting, Tkatch also threatened to terminate Pieczynski immediately. (N.T. 84)

32. Pieczynski did not withdraw the grievances, which remained pending throughout the rest of the 2011-12 school year. (N.T. 84-85, 262)

33. In late February/early March, Tkatch closed down the school store for the rest of the school year, and Pieczynski no longer needed to handle the bank deposits from the store. (N.T. 84, 135)

34. Pieczynski replaced the educational function of the store with a "simulated" store exercise that employed simulated money similar to the Monopoly board game. (N.T. 84, 85-86 and 135).

35. In previous school years, Pieczynski had always received a classroom observation pursuant to a specific process: (1) advance notice from the administrator; (2) administrator visit and observation of the class for a full teaching period (40-45 minutes); and (3) administrator meeting with the teacher, afterward, and giving the teacher feedback. (N.T. 155-156, 259-260)

36. This practice was followed in every preceding school year. Pieczynski's evaluations documented that a classroom observation had always taken place and been used to assess Pieczynski's work performance. (N.T. 26, Association Exhibit 1, at 2-3, 7-8, 12-13, 16-17, 21-22, 26-27)

37. Tkatch did not observe Pieczynski's class a single time in the Spring of 2012. (N.T. 87, 117-118, 141, 152, 155, 179)

38. Under the Improvement Plan, Tkatch was required to hold bimonthly meetings with Pieczynski. (N.T. 78, 86-87, Association Exhibit 7 at 2)

39. Tkatch did not hold such meetings. (N.T. 86-87, 155, 179)

40. Two or three weeks before the end of the school year, in late May, 2012, Tkatch summoned Pieczynski to a meeting. (N.T. 158-160)

41. At the meeting, Tkatch again raised the pending grievances and told Pieczynski that she would give him a satisfactory evaluation for the school year if he dropped the grievances. Tkatch also told Pieczynski he could not leave her office until he made a decision on the matter. When Pieczynski attempted to leave, Tkatch stood in front of Pieczynski and barred his exit. She eventually left the room and Pieczynski was allowed to leave. (N.T. 160-161)

42. Pieczynski did not withdraw the Grievances. (N.T. 161)

43. Two weeks later, on June 11, 2012, at the end of the school year, Tkatch met with Pieczynski for the end of the year exit interview. She handed him his annual evaluation for the 2011-12 school year, which was unsatisfactory, with a score of 40 out of a possible 80. The unsatisfactory evaluation was based on scores in these categories:

Personality	20 of 20
Preparation	0 of 20
Technique	0 of 20
Pupil Reaction	20 of 20

When Tkatch handed Pieczynski the unsatisfactory evaluation, she told him, "You knew this was coming," referring to their previous meeting, when she told Pieczynski he would receive a satisfactory evaluation if he withdrew the grievances. (N.T. 161-164, Association Exhibit 16, at 1-2)

44. Tkatch also handed him her assessment of how he had done on the Improvement Plan. The Improvement Plan allowed ratings from "0" to "5". The "3" was the highest rating Tkatch gave to Pieczynski in any of the eighteen goals. Tkatch gave these ratings even when Pieczynski was entirely successful in the goal and Tkatch reported no criticisms. (N.T. 78, 171, Association Exhibit 7, at 2)

45. The evaluation did not include the "specific circumstances supported by anecdotal records" as required by the state regulations for completing Form PDE-5501. (N.T. 157, Association Exhibit 16)

46. In Category IV (Pupil Reaction) the score of "20" was consistent with how well Pieczynski's students actually did in the school year and their excellent performance in the the NOCTI examinations. (N.T. 164-167, Association Exhibit 17)

DISCUSSION

The Association alleges that the Center committed unfair practices in violation of sections 1201(a)(1) and (3) of PERA when the Center's Administrative Director Nancy Tkatch made statements and took actions as retaliation against Thomas Pieczynski for filing two grievances under the collective bargaining agreement.

Section 1201 (a)(1) Allegation

Section 1201(a)(1) of PERA prohibits an employer from "interfering, restraining or coercing employes in the exercise of the rights guaranteed in Article IV of this Act." 43 P.S. §1101.1201(a)(1). An employer commits an independent violation of section 1201(a)(1) of PERA "where in light of the totality of the circumstances the employer's actions have a tendency to coerce a reasonable employe in the exercise of protected rights." Fink v. Clarion County, 32 PPER ¶ 32165 at 404 (Final Order, 2001). Under this standard, the complainant does not have to show improper motive or that any employes have in fact been coerced. Northwestern School District, 16 PPER ¶ 16092 (Final Order, 1985); Pennsylvania State Corrections Officers Ass'n v. Commonwealth of Pennsylvania, Department of Corrections, Pittsburgh SCI, 35 PPER ¶ 97 (Final Order, 2004).

This Board has adopted the "tendency to coerce" test of NLRB v. Brookwood Furniture Division of the United States Industries, 701 F.2d. 452 (5th Cir. 1983) to determine whether an independent violation of Section 1201(a)(1) has occurred. In Commonwealth of Pennsylvania, Department of Corrections, Pittsburgh SCI, 35 PPER ¶ 97 (Final Order 2004), the Board reiterated the law with respect to Section 1201(a)(1) as follows:

"An independent violation of Section 1201(a)(1) occurs where, based on the totality of the circumstances, the employer's actions would have the tendency to coerce or interfere with the protected activities of a reasonable employe, regardless of whether anyone was actually coerced. Fink v. Clarion County, 32 PPER ¶ 32165 (Final Order, 2001). The employer's motive for its actions is irrelevant. Northwestern Education Association v. Northwestern School District, 16 PPER ¶ 16092 (Final Order, 1985)."

35 PPER at 303.

The Association has alleged that the Center's Administrative Director engaged in retaliation for Pieczynski's filing of two grievances. On December 23, 2011 Pieczynski and the Association filed a grievance alleging that the Center had violated the collective bargaining agreement by: Administrative Director Tkatch giving him an unsatisfactory rating, that the Center had removed him from the position of DECA advisor

without just cause and Tkatch violated the CBA by not submitting a written report of a meet and discuss session held on September 23, 2011.

On January 18, 2102, Pieczynski and the Association filed a second grievance, alleging that the Center violated the CBA by the Administrative Director Tkatch giving Pieczynski an unsatisfactory rating as a teacher for the first semester of the 2011-12 school year.

On January 31, 2012, Pieczynski met with Tkatch about an 18 point improvement plan put into place earlier in the month. Pieczynski asked Tkatch for assistance in "the best way to comply" with the plan. In response to his request for help, Director Tkatch told Pieczynski that "I will not help you with the grievances staring me in the face."

The Board has long recognized that employers cannot retaliate against employes for the filing of grievances. Pennsylvania Department of Public Welfare, 12 PPER ¶ 12026, (Proposed Decision and Order, 1980), citing PLRB v. Richland School District, 11 PPER ¶ 11221 (1980) and PLRB v. Duquesne City School District, 3 PPER 351 (1973).

Applying the law to the facts of this case, the Association has proven that Administrative Director Tkatch's conduct violated Section 1201(a)(1) of PERA. Director Tkatch's statement to Pieczynski on January 31, 2012, was an example of retaliation against an employe for exercising a protected right. Her statement that she would not help Pieczynski comply with the Improvement plan as long as his grievances were pending was improper. It wrongly places the employe on the defensive about the exercise of a right under PERA. To a reasonable employe it would have a tendency to coerce employes from exercising the right to file greivances.

1201 (a)(3) Allegation

As the school year moved into the Spring of 2012, Director Tkatch's adverse actions toward Pieczynski continued, culminating in her giving him an unsatisfactory evaluation for the entire school year. The Association contends that the unsatisfactory evaluation was evidence of anti-union discrimination in violation of Section 1201(a)(3) of PERA.

Section 1201(a)(3) of PERA prohibits an employer from "discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any employe organization." 43 P.S. §1101.1201(a)(3).

In order to sustain a charge of discrimination under Section 1201(a)(3) of PERA, the complainant must prove that the employe engaged in protected activity, that the employer was aware of that protected activity, and that but for the protected activity the adverse action would not have been taken against the employe. St. Joseph's Hospital v. PLRB, 473 Pa. 101, 373 A.2d 1069 (1977). The complainant must establish these three elements by substantial and legally credible evidence. Shive v. Bellefonte Area Board of School Directors, 317 A.2d 311 (Pa. Cmwlth. 1974). St. Joseph's Hospital, *supra*.

There is no dispute about the first two elements of the St. Joseph's test. Pieczynski was engaged in protected activity when he filed two grievances. The Center had knowledge of his protected activity. The grievances were delivered to Administrative Director Tkatch.

The disputed issue in this case is the third part of the test, was Tkatch motivated by Pieczynski's protected activity when she issued him the unsatisfactory evaluation? The "motive creates the offense" under section 1201(a)(3). PLRB v. Stairways, Inc., 425 A.2d 1172, 1175 (Pa. Cmwlth. 1981), quoting PLRB v. Ficon, 434 Pa. 383, 388, 254 A.2d 3, 5 (1969).

Since improper motivation is rarely admitted and since the decision makers who are accused of anti-union motivation do not always reveal their inner-most private mental processes, the Board allows the fact finder to infer anti-union animus from the record as a whole. PLRB v. Montgomery County Geriatric and Rehabilitation Center, 13 PPER ¶ 13242 (Final Order, 1982); St. Joseph's Hospital,

supra. However, an inference of anti-union animus must be based on substantial evidence consisting of "more than a mere scintilla and must do more than create a suspicion of the existence of the fact to be established." Shive, supra at 313.

In Child Development Council of Centre County (Small World Day Care Center), 9 PPER ¶ 9188 (Final Order, 1978), the Board stated:

There are a number of factors the Board considers in determining whether anti-union animus was a factor in the layoff of the Complainant: the entire background of the case, including any anti-union activities by the employer; statements by the discharging supervisor tending to show the supervisor's state of mind; the failure of the employer to adequately explain the discharge, or layoff, of the adversely affected employee, the effect of the discharge on unionization efforts-for example, whether leading organizers have been eliminated; the extent to which the discharged or laid-off employee engaged in union activities; and whether the action complained of was "inherently destructive" of important employee rights."

9 PPER 9188, at 380.

The Board has also noted that the timing of the adverse action against the employees would be a factor that could be used to infer that anti-union animus was the motivation for the employer action. PLRB v. Berks County (Berks Heim County Home), 13 PPER ¶ 13277 (Final Order, 1982).

The Association argues that anti-union animus can be inferred from the following factors: the entire background of the case; statements by Administrative Director Tkatch; the close timing of the unsatisfactory evaluation to Pieczynski's refusal to withdraw a grievance in return for a good evaluation and from the Administrative Director's failure to adequately explain the unsatisfactory evaluation.

First, the Association introduced convincing evidence to show that the entire background of the case is a factor to infer that Tkatch's unsatisfactory rating was motivated by anti-union animus. Pieczynski taught for six years with satisfactory evaluations. This good record changed in his seventh year with the arrival of Administrative Director Tkatch, who established a detailed improvement plan and handed him an unsatisfactory evaluation in his first semester. A supervisor has the right to institute an improvement plan, but a supervisor also is expected to help an employee succeed in his job. However, on January 31, 2012, when Pieczynski requested Tkach's assistance in complying with the 18 point Improvement Plan, Tkach responded that she would not help him as long as his grievances were pending. Indeed, she did not help him, and did not fulfill her obligations under the plan in several ways. Despite this, it was Pieczynski's alleged failure to comply with the improvement plan that became the basis for the unsatisfactory evaluation.

Second, the Association introduced statements by Tkatch as another factor to infer that the unsatisfactory evaluation was motivated by anti-union animus. Two statements stand out: her statement on January 31, 2012 that she would not help Pieczynski with the improvement plan as long as the grievances were pending and her statement in late May that she would give him a good evaluation if he withdrew the grievances.

Third, the Association introduced convincing evidence to show that the close timing of the adverse action to the hostile statements is another factor to infer that anti-union animus was the motivation for the unsatisfactory evaluation. In this case, the evidence shows that just two weeks after Pieczynski rejected Tkatch's inducement to withdraw his grievances in return for a good evaluation, Tkatch, on June 11, 2012, gave him an unsatisfactory evaluation. Timing, when considered with other factors, may be

considered as a factor from which to infer anti-union animus. See Berks Heim County Home, 13 PPER ¶13277 (Final Order, 1982), aff'd 14 PPER ¶14106 (Berks CCP, 1983).

Fourth, the Association introduced convincing evidence to show that Tkatch's failure to adequately explain the unsatisfactory evaluation is another factor to infer that anti-union animus motivated her decision. Tkatch contends that the employee received an unsatisfactory evaluation because she was forced to rate Pieczynski 0 out of 20 for two categories because of his failure to adhere to the improvement plan. However, her explanation is not credible.

On its face, there is an obvious problem with the way the form was completed that raises questions about its value as a credible evaluation form. The PDE form and the School Code requires "specific circumstances supported by anecdotal records" to be on the form. 22 Pa. Code § 351.26 and 22 Pa. Code § 351.22(g). However, Pieczynski's evaluation for the 2011-12 school year did not include those.

Digging into the substance of the evaluation form, it is difficult to understand how the scores were developed, particularly when they display such extremes. For two categories, II (Preparation) and III (Technique), the scores were "0" out of a possible 20. By the evaluator's logic, because Pieczynski showed nothing positive in Categories II and III his students should have done badly during the 2011-12 school year which would have led to a similar abysmal rating in Category IV (Pupil Reaction).

Yet, for Category IV (Pupil Reaction), Pieczynski's score was "20." Tkatch had to give Pieczynski such a rating in this category because his students did well throughout the school year and performed very well on the NOCTI examinations. (N.T. 164-167, Association Exhibit 17). There is no explanation for how Pieczynski could have been such a failure in the classroom but produce successful students.

The Center contends that the unsatisfactory rating was corroborated by observations from unbiased outside entities: the PNC bank teller supervisor who stressed the need for accurate bank deposits from the school store (School Exhibit 2) and the Center's auditor, Zavada & Associates, CPA, who expressed the need for better financial practices for the school store (School Exhibit 3). However, these commentators dealt with school store financial issues that had become moot when the Center closed the school store in the Spring of 2012. Because they involved an earlier time, their comments had no relevance to Pieczynski's evaluation for the Spring semester. Even if these observers' comments were relevant to this question, the evaluation's inadequacies outweigh any value these observers could add.

The Center contends that the Association's evidence does not constitute proof of retaliation or anti-union animus. The Center contends that the evaluation is not evidence of retaliation or anti-union discrimination. The Center contends that the evaluation was designed "to get the program back on track and put the teacher on notice that things need to be improved." (N.T. 319-320).

Despite the Center's argument, the evidence in this case is convincing that Tkatch's motivation for giving Pieczynski the unsatisfactory evaluation was because of his exercise of protected activity. When all of the factors above are considered as a whole, the conclusion that must be reached is that Tkatch was not motivated by an interest in improving the program or improving Pieczynski's performance but rather by an interest in retaliating against him for his exercise of protected activity.

In order to remedy this violation, the Center will be ordered to cease and desist from violating PERA. Also, the Center will be ordered to annul and expunge from the records Pieczynski's unsatisfactory evaluation for the 2011-12 school year. This remedy places the employee in the position he would have been had he not been the victim of unlawful interference with his exercise of protected rights and unlawful discrimination against him for exercising those rights. Even though the unsatisfactory evaluation was issued after the filing of the unfair practice charge, the Board has the authority and jurisdiction to address the employer action. The unsatisfactory evaluation was the end

result of Tkatch's remarks and threats made on January 31, 2012 that she would not assist Pieczynski with his work performance and Improvement Plan because of his grievances.

CONCLUSIONS

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

1. West Side Career and Technology Center is a public employer under section 301(1) of PERA.

2. West Side Career and Technology Center Education Association is an employe organization under Section 301(3) of PERA.

3. The Board has jurisdiction over the parties hereto.

4. The Center has committed unfair practices in violation of Section 1201(a)(1) and (3) 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 Center shall:

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

2. Cease and desist from discriminating against employes to encourage or discourage membership in an employe organization.

3. Take the following affirmative action:

(a) Annul and expunge from Thomas Pieczynski's record the unsatisfactory evaluation for the 2011-12 school year;

(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 employes and have the same remain so posted for a period of ten (10) consecutive days.

(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.

(e) Serve a copy of the attached affidavit of compliance upon the Association.

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 twenty-seventh day of June, 2014.

PENNSYLVANIA LABOR RELATIONS BOARD

Thomas P. Leonard, Hearing Examiner