COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

TEAMSTERS LOCAL UNION No. 261	:	
	:	
	:	CASE NO. PERA-C-18-29-W
v.	:	
	:	
LAWRENCE COUNTY AND LAWRENCE COUNTY PRISON BOARD	:	

PROPOSED DECISION AND ORDER

On March 27, 2018, Teamsters Local Union No. 261 (Union) filed an amended charge of unfair practices with the Pennsylvania Labor Relations Board (Board) alleging that Lawrence County (County) and the Lawrence County Prison Board (Prison Board) violated Section 1201(a)(1), (3) and (5) of the Public Employe Relations Act (PERA).

On May 17, 2018, the Secretary of the Board issued a complaint and notice of hearing, in which the matter was assigned to a pre-hearing conference for the purpose of resolving the matters in dispute through mutual agreement of the parties, and designating July 27, 2018, in Pittsburgh, as the time and place of hearing, if necessary.

The hearing was held on July 27, 2018, in Pittsburgh, before the undersigned Hearing Examiner. A second day of hearing was held on September 11, 2018, in New Castle. All parties in interest were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. The Union filed its post-hearing brief November 19, 2018. The County and Prison Board filed their post-hearing briefs on January 2, 2019.

The Hearing Examiner, based upon all matters of record, makes the following:

FINDINGS OF FACT

1. The County and the Prison Board are public employers within the meaning of Section 301(1) of PERA. (N.T. 5).

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

3. The Union has since April 24, 2017, been the exclusive representative of all full-time and regular part-time prison guards including but not limited to jail guards; and excluding the warden's secretary, management level employes, supervisors, first level supervisors and confidential employes as defined by PERA (the bargaining unit). (Union Exhibit 2).

4. There are approximately 43 correction officers in the bargaining unit. They work at the County jail. Also at the jail are the Warden Brian Covert, Deputy Warden Major Jason Hilton and four Captains. The Warden, Deputy Warden and Captains are not in the bargaining unit. There are also employes at the County jail including

maintenance workers who are not in the bargaining unit. (N.T. 129-130).

5. Before being represented by the Union, the bargaining unit was represented by Laborers District Council of Western Pennsylvania, Local Union No. 964 (Laborers). Laborers disclaimed interest in the bargaining unit on or about January 19, 2017, following expiration of the collective bargaining agreement on December 31, 2016. (N.T. 23, 26; Union Exhibit 1, 2).

6. After Laborers had disclaimed interest, bargaining-unit members Kevin Boston, Matt Carney and Scott Rondeau contacted Michael Leckwart, a business agent of the Union, expressing their interest in the Union being the exclusive bargaining agent for the bargaining unit. The Union petitioned for representation on January 27, 2017, and was certified as the exclusive bargaining agent after an election on April 11, 2017. (N.T. 22-24, 32; Union Exhibit 2).

7. In January 2017, after Laborers had disclaimed interest and the previous collective bargaining agreement had expired, the County revoked seniority and staffing provisions that had existed under the previous agreement by posting a document announcing new policies for the County jail. Two of the major issues the Union had with the County during subsequent negotiations were seniority and staffing. In particular, the Union was concerned that new hires were receiving favorable shifts and assignments compared to employes with seniority. (N.T. 27-29, 34-35, 302-305; Union Exhibit 5).

8. On April 13, 2017, the Union sent a letter to the County demanding to bargain over the terms and conditions of employment for the bargaining unit. (N.T. 27; Union Exhibit 3).

9. The parties began negotiations and had three bargaining sessions. Kevin Boston was present at the first bargaining session as a Union bargaining-committee member. (N.T. 27-28, 135).

10. After three bargaining sessions, the parties were unable to reach an agreement, and on June 23, 2017, the Union requested interest arbitration. (N.T. 28; Union Exhibit 4).

11. An interest arbitration proceeding was held in the summer of 2018. (N.T. 30).

12. Use of profane and lewd language by bargaining-unit members and other County employees including Major Hilton in the County Jail is regular and routine. (N.T. 39-49, 61-62, 64-65, 70-71, 75-76, 90, 102-106, 115-118, 131-132, 187, 225-227, 237).

13. Before the events in this matter, no bargaining-unit member had ever been disciplined for using profane and lewd language. (N.T. 44, 71, 76, 85-87, 102-104, 132-133, 187, 225-226, 237).

14. Kevin Boston was a corrections officer in the bargaining unit for twenty-one years. He was also a steward in the Union. He was a member of the bargaining committee and participated in collective bargaining. When Laborers disclaimed interest in the bargaining unit, Boston was one of the organizers who approached the Union to get

representation as fast as possible. Boston was concerned that management had done away with seniority for staffing and shift assignments. (N.T. 30-33, 125-127).

15. On September 7, 2017, the Union filed a charge against the County with the Board docketed at PERA-C-17-272-W. This charge alleges violations of Section 1201(a)(1), (3) and (5) of the Act concerning an alleged failure by the County to pay wages to bargaining unit members who serve on a Union bargaining committee during negotiations. In the specification of charges, Boston is listed as a member of the Union's bargaining committee. (N.T. 136; Union Exhibit 11).

16. On January 29, 2018, Hilton called Boston over the radio and told Boston that Boston and Seinkner needed to go to the County Courthouse for a meeting. Seinkner was also a steward in the Union. Boston and Seinkner went to the Commissioner's Room in the Courthouse. As they were walking to the Commissioner's Room, the two saw Dave Gettings. Gettings is the Chair of the County Prison Board. They asked Gettings what was happening and Gettings responded, "You will see soon enough. Just wait in there." Boston and Seinkner went in the room and were eventually joined by Gettings, Warden Covert and County attorney David Mitchell. Mitchell started the meeting by looking at Boston and asking, "Have you ever called anyone in the jail a bitch?" Boston responded that he had. Mitchell then asked, "Have you ever said Hilton's penis has been in anyone's mouth?" Boston did not answer these questions and turned to Seinkner and said, "We are done with this meeting until I get an attorney." Then Gettings said "Go get a fucking attorney, and we'll fucking start this." The meeting soon adjourned after this exchange. After the meeting, Boston and Seinkner returned to the jail. At the jail Boston and Seinkner saw Billy Grannis. Grannis is not a bargaining unit member and works in maintenance. Boston and Seinkner took Grannis into the men's bathroom at the jail and asked him, "Are you the one who filed the charge against me?" Grannis replied, "I was forced to by Hilton and Covert. I don't want to mess with your family, Boston." Boston and Seinkner did not threaten Grannis when they questioned him. (N.T. 137-145, 166, 170-171, 175, 189-196, 507, 527-5; Union Exhibit 16).

17. During the January 29, 2018, meeting with Boston and Seinkner at the Courthouse, the County did not tell Boston who made the charge against him or any other specific details regarding to any charges against him. (N.T. 145, 190).

18. On January 29, 2018, while Boston was at the meeting in the Courthouse, Grannis approached Corrections Officer Glenn Jones and told Jones that he was forced by Gettings and Hilton to write a report about Boston sexually harassing him. (227-231; Union Exhibit 17).

19. The next day, January 30, 2018, Boston was informed by Warden Covert that he was suspended with pay due to harassment. No details regarding the alleged harassment were shared with Boston. (N.T. 147-148).

20. On or about January 31, 2018, Boston received a letter from Covert which states in relevant part:

> Mr. Boston:

> I am writing to follow up on our interview with you on Friday, January 26 [sic], 2018. At that interview you denied making comments to other employees about them or others engaging in sexual activity with Major Hilton; having Major Hilton's penis in their mouths; being under Major Hilton's desk; or being "Major Hilton's bitch." The County must take all allegations regarding comments of a sexual nature made in the workplace very seriously. You denied all the above allegations with the exception of admitting to using the word bitch in relation to another employee in a conversation with that employee. Your denials are not credible and constitute additional grounds for potential disciplinary action.
>
> At this time no decision has been made regarding any disciplinary action. If you have any further explanations or responses that you wish the County to consider or take into account before a decision is made, please provide it to me in writing, to be received in my office by 9 a.m. on Monday, February 5, 2018.

(N.T. 149, 169; Union Exhibit 12, Employer Exhibit 5).

21. In February, 2018, Boston received another letter from the Prison Board which states in relevant part:

> It has also come to the County's attention after your interview on January 26 [sic], 2018, you returned to the jail, and, accompanied by another employee, you summoned an employee who you believed made a statement or complaint about your actions into the men's locker room and proceeded to interrogate and intimidate that employee. Your actions are being considered as a potential violation of County policy, which prohibits intentional pressuring of or retaliation against others in connection with sexual harassment complaints.

(N.T. 151; Union Exhibit 13).

22. On or about February 14, 2018, Boston approached Rhonda Heaney in the County Jail to obtain information about staffing at the jail. Heaney is the secretary for Major Hilton. At the time Boston was concerned about seniority for staffing and shift assignments. Boston said to Heaney: "Is it Hilton telling you to do this, or are you doing it, putting these new guys on support while you're putting senior people on the units?" Boston was specifically concerned about new employe Brader and why Brader was on daylight shift and support. Heaney showed Boston the schedule which answered Boston's questions. (N.T. 133-135, 234-237, 265-268, 278, 284)

23. On February 21, 2018, Boston received a letter from the Prison Board informing him that he had been terminated. The letter states in relevant part:

> Dear Mr. Boston:
>
> We are writing to inform you that the Lawrence County Prison Board has voted to terminate your employment as a Corrections Officer for Lawrence County. You will be paid through Friday, February 23, 2018.
>
> You were interviewed on Friday, January 26, 2018 regarding allegations that you made inappropriate comments of a sexual nature to other employees in the prison. Specifically, it was alleged that you repeatedly made comments to three other employes regarding those employees or others engaging in sexual activity with Major Hilton; having Major Hilton's penis in their mouths; being under Major Hilton's desk; or being "Major Hilton's bitch." When asked about these allegations, you denied them, stating only that you had used the word bitch in one conversation with Corrections Officer Brader. The County has interviewed the three reporting employees and has found their statements to be credible and your statements to not be credible. Your sexual comments, which occurred on multiple occasions over an extended period of time, were inappropriate and constituted sexual harassment. Your lack of credibility is an additional grounds for disciplinary action. In addition, you attempted to intimidate one of the employees who you believed made a statement or complaint about your actions, summoning him into the men's locker room by snapping your fingers at him and then interrogated him with another Corrections Officer about what he had reported and to whom. Whether taken together or considered separately, and whether considered in light of your employment history or apart from it, these incidents justify the termination of your employment with Lawrence County Corrections. . . .

(N.T. 155; Union Exhibit 15).

24. The Lawrence County Corrections Employee Handbook has the following relevant language with respect to its general progressive discipline policy:

> Progressive Discipline
>
> Group III
>
> First Violation Immediate discharge

* * * *

- Sexual Harassment

(Employer Exhibit 4, page 4-7).

25. The Employee Handbook had the following relevant language with respect to penalties for sexual harassment:

> Sexual Harassment:
>
> * * * *
> Penalties for Misconduct
>
> Any acts of sexual harassment or retaliation against a sexual harassment complainant will result in appropriate sanctions, up to and including dismissal, against the offending employee, depending on the nature and severity of the misconduct.

(Employer Exhibit 5, page 9-11).

26. The Lawrence County Corrections Employee Handbook was not consulted when the decision to terminate Boston was made. (N.T. 456-457).

DISCUSSION

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

Because direct evidence of anti-union animus is rarely presented, or admitted by the employer, the Board and its examiners may infer animus from the evidence of record. Borough of Geistown v. PLRB, 679 A.2d 1330 (Pa. Cmwlth. 1996). In PLRB v. Child Development Council of Centre County, 9 PPER ¶ 9188 (Nisi Decision and Order, 1978), the Board

opined that "[t]here are a number of factors the Board considers in determining whether anti-union animus was a factor." Id. at 380. These factors include the entire background of the case, including any anti-union activities or statements by the employer that tend to demonstrate the employer's state of mind, the failure of the employer to adequately explain its action against the adversely affected employe, the effect of the employer's adverse action on other employes and protected activities, and whether the action complained of was "inherently destructive" of important employe rights. Id. Close timing combined with another factor can give rise to the inference of anti-union animus. PLRB v. Berks County, 13 PPER ¶ 13277 (Final Order 1982); Teamsters Local No. 764 v. Montour County, 35 PPER 12 (Final Order, 2004); AFSCME, AFL-CIO, Council 13 v. Commonwealth, Department of Labor and Industry, 16 PPER ¶ 16020 (Final Order, 1984). Evidence that the employer has failed to adequately explain its adverse actions or that it has set forth shifting reasons for an adverse action can support an inference of anti-union animus and may be part of the union's *prima facie* case. Stairways, supra; Teamsters Local 312 v. Upland Borough, 25 PPER ¶ 25195 (Final Order, 1994); Montgomery County Geriatric and Rehabilitation Center, 13 PPER ¶ 13242 (Final Order, 1982), aff'd, Montgomery County v. PLRB, 15 PPER ¶ 15089 (Court of Common Pleas of Montgomery County, 1984).

Recently, the Supreme Court of Pennsylvania addressed Section 1201 (a)(3) claims in Lancaster County. v. PLRB, 633 Pa. 294 (2015). Lancaster County and held that an employer's disparate treatment in discipline and failure to follow a progressive discipline policy may constitute substantial proof of pretext. See also St. Joseph's Hospital, supra (hospital's failure to follow its progressive discipline policy, resulting in the disparate treatment of two nurses engaged in union activities, supported an inference they were discharged because of their union activities.)

In this matter, the Union alleges that the County and the Prison Board (Respondents) violated Section 1201(a)(3) by terminating Boston. The record in this matter supports the Union's allegation.

It is clear from this record that Boston was engaged in a variety of protected activities prior to being terminated. First, he was part of the group or committee of employes who, immediately after the disclaimer of interest in the bargaining unit by Laborers in early 2017, contacted the current Union. This contact lead to the Board certifying the Union as the exclusive bargaining agent of the bargaining unit. Second, Boston was on the Union's bargaining committee and participated in one of the three bargaining sessions. Those bargaining sessions lead to the Union requesting interest arbitration and that intertest arbitration was still pending at the time Boston was terminated. Third, Boston was a steward and, in concert with another steward, engaged in mutual aid and protection when he and the other steward questioned Grannis about the anonymous charges made against Boston by the Respondents at the January 29, 2018, meeting. Fourth, also acting as steward, Boston questioned and investigated the staffing assignments made by the Respondents two weeks before he was terminated.

It is also clear from this record that the Respondents knew Boston participated in protected activities. It is clear they knew he

served on the bargaining committee as he appeared on behalf of the Union during a bargaining session. It is also clear that the Respondents knew that Boston and Seinkner questioned Grannis after the January 29, 2018, meeting.

The record supports a conclusion that the Respondents were motivated by anti-union animus when Boston was terminated. The record supports an inference of anti-union animus based on the following three factors: 1) the Respondents' disparate treatment in discipline and failure to follow a progressive discipline policy; 2) the Respondents' failure to adequately explain its adverse actions; and 3) anti-union activities by the Respondents which demonstrate the Respondents' state of mind.

The Respondents' disparate treatment of Boston leaps from the record. Witness after witness credibly testified that no other bargaining-unit member or other employe of the Respondents at the County jail had ever been disciplined for profane or lewd comments. No one could remember anyone ever even receiving a verbal warning.

I find that the use of profane and lewd language by employes had been rife in the County jail and suffused the employes' daily experience. In so finding, I make extensive credibility determinations as to witnesses' testimony on the issue of the use of profane and lewd language in the County jail. I find the testimony of Scott Rondeau on the issue of lewd and profane language to be credible. In particular, Rondeau's credibility is supported by the fact that he longer works for the County and is no longer a member of the bargaining unit since his retirement after twenty-two years of service. Jay Fish testified that profane and lewd language were being used throughout the County jail. I find that the credibility of his testimony is strongly supported by his demeanor on the stand. Jamie King credibly testified that Major Hilton made sexually suggestive comments to her and also that profane and lewd language is used throughout the County jail, including by Major Hilton. I found King's demeanor on the stand to be particularly credible. Robert Seinkner, Glenn Jones, and Brian Raybuck all credibly testified that profane and lewd language was used throughout the jail and that no employee had ever been disciplined for lewd or profane language before Boston. Seinkner's, Jones's and Raybuck's credibility is supported by their demeanor on the witness stand.

With the above credibility determinations in mind, and considering the record as a whole, I find that profane and lewd language was a common experience in the jail and that the Respondents' termination of Boston on the basis of using lewd language to be grossly disparate and disproportionate and therefore evidence of anti-union animus.

Tied to the analysis of disparate discipline is the Respondents' failure to follow progressive discipline. The Respondents' did in fact have a policy on sexual harassment, but to the extent they had one, it is inconsistent with respect to discipline and the record shows they the Respondents did not consult it when they decided to terminate Boston.

The Respondents have no consistent policy with respect to discipline for sexual harassment. The Respondents' employe handbook

states in one place that the penalty for sexual harassment is "immediate discharge", however, in another section of that same handbook, the Respondents state that all discipline for sexual harassment would consist of, "appropriate sanctions, up to and including dismissal, against the offending employee, depending on the nature and severity of the misconduct."

The confusing and inconsistent nature of the Respondents' policies notwithstanding, the record also establishes that policies were not reviewed during the meeting when the Respondents determined discipline for Boston. Dave Gettings, the Chair of the Prison Board at the time Boston was terminated, testified on cross:

> Q. When you were in the Board meeting contemplating what outcome was going to occur relative to this incident, did you guys review a written sexual harassment policy the county has on file?
>
> A. The harassment policy was a discussion item. I don't know whether anybody reviewed it. All the information was out to be discussed and looked at.
>
> Q. Right. So I'm asking you, from your recollection, did anyone from the Board, whether it was you or somebody else, ever go, "Look, this is what the policy says. This is what our response is"?
>
> A. There were people looking at all documents, but I can't tell you that they specifically looked at that document.
>
> Q. You just don't know.
>
> A. No.
>
> Q. Did you?
>
> A. I was aware of it. I didn't look at it at that point in time.

(N.T. 456-457). I infer from this testimony that the Respondents' own sexual harassment policy, whether that be the 'immediate discharge' section or the 'progressive discipline' section, was not consulted when the decision to terminate Boston was made. With the above review of the record in mind, and considering the record as a whole, I find that the Respondents failed to follow progressive discipline and that this failure is evidence of anti-union animus.

The record in this matter also supports a conclusion that the Respondents failed to adequately explain their adverse action. I find that the Respondents' reasons for terminating Boston to be pretextual due to: the disparate treatment in application of discipline to Boston; the failure of the Respondents to have a consistent sexual harassment

discipline policy; and, the related failure to consider and apply progressive discipline when deciding to terminate Boston.

The Respondents in their letter to Boston which announced their decision to terminate him also cite Boston's lack of credibility and alleged attempted intimidation of Grannis as additional reasons for terminating Boston. The record in this matter does not show that the Respondents ever seriously considered these two factors to be important in their decision to terminate Boston. To the extent they were considered, they are clearly pretextual as there was no credible evidence Grannis was intimidated or threatened by Boston. Additionally, basing a termination on allegedly untruthful denials by an employe during a surprise, detail-deficient interrogation is completely unreasonable.

Additionally, this matter also supports a conclusion that the Respondents had an anti-union mindset due to their anti-union activities. The previous collective bargaining agreement with the bargaining unit ended on December 31, 2016. Laborers disclaimed interest in the bargaining unit in late January 2017. Before the current Union could be organized and certified by the Board, the Respondents unilaterally issued a policy change in late January, 2017, for the jail which radically removed seniority for staffing and shift assignments for bargaining-unit members. This change lead to great concern among the bargaining-unit members and became an issue in subsequent bargaining. I infer from this unilateral change by the Respondents an anti-union mindset as the change was done promptly in a small available time window and designed to negatively affect bargaining-unit members by unilaterally changing a working condition of great importance to the bargaining-unit members. From this anti-union activity, I find an anti-union mindset among the Respondents and this is evidence of anti-union animus in the discharge of Boston.

For the above reasons, it is clear that the Respondents violated Section 1201(a)(3) when they terminated Boston. As a remedy, the Respondents will be directed to reinstate Boston effective to his date of termination, and make him whole for any and all losses including, but not limited to, back pay, seniority and benefits, and together with statutory interest of 6% *per annum*.

As I have determined that the Respondents violated Section 1201(a)(3), I do not also consider whether they violated Section 1201(a)(5). City of Erie, 29 PPER ¶ 29001 (Final Order, 1997); Geistown Borough, 22 PPER ¶ 22209 (Final Order, 1991).

CONCLUSIONS

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

1. The County and the Prison Board are public employers within the meaning of Section 301(1) of PERA.

2. The Union is an employe organization within the meaning of Section 301(3) of PERA.

3. The Board has jurisdiction over the parties hereto.

4. The County and the Prison Board have 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 Hearing Examiner

HEREBY ORDERS AND DIRECTS

that Lawrence County and Lawrence County Prison Board 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 in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any employe organization.

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

(a) Immediately reinstate Kevin Boston to his previous employment status retroactive to his date of termination and make him whole for any and all losses together with statutory interest of six percent *per annum*;

(b) Post a copy of this Decision and Order within five (5) days from the effective date hereof in a conspicuous place readily accessible to the bargaining unit employes and have the same remain so posted for a period of ten (10) consecutive days;

(c) Furnish to the Board within twenty (20) days of the date hereof satisfactory evidence of compliance with this Decision and Order by completion and filing of the attached Affidavit of Compliance; and

(d) Serve a copy of the attached Affidavit of Compliance upon the Union.

IT IS HEREBY FURTHER ORDERED AND DIRECTED

that in the absence of any exceptions filed pursuant to 34 Pa. Code § 95.98(a) within twenty (20) days of the date hereof, this decision and order shall become and be absolute and final.

SIGNED, DATED AND MAILED at Harrisburg, Pennsylvania, this twenty-ninth day of January, 2019.

PENNSYLVANIA LABOR RELATIONS BOARD

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STEPHEN A. HELMERICH, Hearing Examiner

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

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v.	:	
	:	
LAWRENCE COUNTY AND LAWRENCE COUNTY PRISON BOARD	:	

AFFIDAVIT OF COMPLIANCE

Lawrence County hereby certifies that it has ceased and desisted from its violation of Section 1201(a)(1) and (3) of the Public Employe Relations Act; that it complied with the Proposed Decision and Order as directed therein; that it immediately reinstated Kevin Boston to his previous employment status retroactive to his date of termination and made him whole for any and all losses together with statutory interest of six percent *per annum*; that it has posted a copy of the Proposed Decision and Order as directed therein; and that it has served an executed copy of this affidavit on the Union at its principal place of business.

_____
Signature/Date

_____
Title

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

_____
Signature of Notary Public

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

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_____
Signature/Date

_____
Title

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

_____
Signature of Notary Public