COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

WARMINSTER TOWNSHIP POLICE BENEVOLENT ASSOCIATION	:	
v.	:	Case No. PF-C-16-39-E
WARMINSTER TOWNSHIP	:	

PROPOSED DECISION AND ORDER

On April 14, 2016, the Warminster Township Police Benevolent Association (Union or Association) filed with the Pennsylvania Labor Relations Board (Board) a charge of unfair labor practices, under the Pennsylvania Labor Relations Act (PLRA or Act), as read with Act 111, alleging that the Township violated Section 6(1)(a), (c) and (e) of the PLRA. The Union specifically alleged that between March 4th and March 6th of 2016, the Chief of Police revoked pre-approved leave of officers, in violation of the parties' collective bargaining agreement (CBA) and past practice, for discriminatory reasons. The Union additionally alleged that the Chief delayed leave approval and that, during discussions with the Union President, the Chief made threatening and coercive statements.

On May 19, 2016, the Secretary of the Board issued a complaint and notice of hearing directing that a hearing be held on August 8, 2016, in Harrisburg, Pennsylvania. At the request of the parties, the matter was continued several times and held in abeyance to pursue settlement negotiations. The matter was rescheduled for hearing at the request of the Union. After another granted continuance request, the hearing was rescheduled for and held on January 22, 2019. During the hearing on that date, both parties in interest were afforded a full and fair opportunity to present testimonial and documentary evidence and to cross-examine witnesses. On April 26, 2019, the Union filed its post-hearing brief. The Board received the Township's post-hearing brief on June 11, 2019.

The examiner, based upon witness testimony, admitted documents and all matters of record, makes the following:

FINDINGS OF FACT

1. The Township is a public employer and political subdivision pursuant to Act 111 and the PLRA. (N.T. 3-4)

2. The Union is a labor organization pursuant to Act 111 and the PLRA. (N.T. 3-4)

3. James Donnelly has been the Township Chief of Police since 2013. Prior to becoming Chief of Police, Chief Donnelly had been a police officer for the Township, holding various ranks, since 1996. Prior to his service for the Township, Chief Donnelly was a police officer for the City of Philadelphia and the Philadelphia Housing Authority. (N.T. 69-71)

4. John Schlotter has been a detective for the Township Police Department since 2006, and he has served the Township for 24 years. Detective

Schlotter has also been the Union President for approximately 6-8 years. (N.T. 11-13)

5. The Township Police Department utilizes 4 squads of patrol officers, each containing a complement of 8 officers, and a Detective Division, which is comprised of 2 squads. The CBA provides that the Police Department will implement a 12-hour work shift, and the officers generally work 7:00 a.m. to 7:00 p.m. or 7:00 p.m. to 7:00 a.m. (N.T. 71-72; Union Exhibit 1, Article 9(B), Union Exhibit 2 at 2)

6. The minimum manpower for a squad on duty is 5 of the 8 assigned to the squad. Between 1:00 a.m. and 7:00 a.m., only 4 officers are required to be on duty. If a squad falls below 5 officers, the CBA requires that management follow a specific overtime procedure for calling in officers. (N.T. 13-14, 16-17; Union Exhibit 1, Article 9(B)(i)(7), Union Exhibit 2 at 2)

7. In 2008-2009, while the Chief was a lieutenant, the Department permitted a patrol officer to work a shift from 1:00 p.m. to 1:00 a.m. because the night squad could reduce from 5 to 4 officers after 1:00 a.m. ("the 1-1 shift"). (N.T. 14-15, 74-75; Union Exhibit 2 at 2)

8. A practice developed for using volunteers to work a 1-1 shift adjustment to cover shift shortages on the night time shift. The practice did not include management's right to mandate that an officer work the 1-1 shift to cover a sick leave call-out instead of following the CBA overtime call-in procedure. (N.T. 15-16, 48; Union Exhibit 2)

9. The parties' CBA requires that supervisors or management call down a list of officers to fill shift vacancies on an overtime basis. If they cannot fill the shortage, the CBA requires that the junior officer on the earlier shift be held over. (N.T. 17, 20; 37; Union Exhibit 1, Article 9(B)(i)(7)(a))

10. In 2015 into 2016, several officers left the Department and more officers were off due to injuries and illness. There were a lot of sick-leave call-offs. The resulting shift shortages made it difficult for the Chief to find enough volunteers for the 1-1 shift adjustment, so he began mandating that officers work the 1-1 shift without utilizing the CBA procedures. (N.T. 14-15, 37, 73, 76-78; Union Exhibit 2)

11. In late 2015, after learning that officers were being forced to adjust their shifts, Detective Schlotter asked the Chief to stop using the 1-1 shift as a mandatory shift adjustment because forced shift adjustments were not in the CBA. The Chief told Detective Schlotter: "If I can't use it, you can't use it." The officers voted to relinquish the voluntary 1-1 so that the Chief would not mandate it. Soon thereafter, Detective Schlotter emailed an agreement to the Chief stating that neither the officers nor management would utilize the 1-1 shift adjustment in any capacity. (N.T. 15-16, 36, 44-46, 74-75)

12. In March 2016, an officer called out sick for 3 days of night shift. For Friday into Saturday, the Chief held an officer over and paid overtime until 1:00 a.m. The Chief paid overtime for Saturday into Sunday, the second day. Sunday night into Monday morning, the Chief cancelled days off to fill the vacancy. On Saturday, the Chief informed Detective Schlotter that an officer called off sick for the entire weekend and that he was using

the CBA call-in procedure for Friday into Saturday and for Saturday into Sunday, but not for Sunday into Monday and that he was calling an officer in off pre-approved leave to cover the shortage. (N.T. 18-19, 21, 78)[1]

13. During those three weekend shifts, Officer Angove was on pre-approved vacation time due to a medical procedure and medications. The Chief called Officer Angove in from his leave to cover the shift vacated by the sick officer and told Officer Angove that he had to convert his vacation leave to sick leave or he would be "AWOL." (N.T. 18-19, 20-21, 78)

14. Officer Angove converted his leave to sick leave, and the Chief called in the next junior officer, who was Officer McCole. The Chief cancelled Officer McCole's vacation day and Officer McCole worked the shift. The Chief forced officers to work without using the CBA call-in procedure on multiple occasions. (N.T. 15-19, 25-27, 78)

15. Under the CBA, an officer that does not use sick leave during the calendar year receives a contractual incentive of 72 hours of pay at the end of the year. In pursuit of this benefit, Officer Angove chose to use pre-approved vacation time rather than sick time for his medical procedure. When the Chief ordered Officer Angove to convert his leave to sick leave, Officer Angove was placed in a position of losing the benefit of receiving 72 hours of pay at year's end. (N.T. 20)

16. Detective Schlotter implored the Chief to use the CBA procedure to which the Chief stated: "If you're not going to give me the 1:00-1:00, then this is how it's going to be." The Chief further explained that he was having difficulty filling vacancies in shifts, while the overall manpower was down, because officers did not answer their phones. The Chief further explained that holding officers over was becoming detrimental to those officers and that they were complaining about being held over. (N.T. 18-19, 81-82)

17. The Department has a past practice whereby a senior officer could bump a junior officer from leave with at least 48 hours' notice. If a senior officer worked a Friday and was scheduled to also work Sunday, he/she could bump a junior officer off his/her leave on Sunday and take the Sunday off. The Chief explained to Detective Schlotter that, if the officers could bump each other off pre-approved leave, then he believed that he should be able to bump a junior officer off pre-approved leave with 48 hours' notice to cover a shift vacancy created by sick leave. (N.T. 28, 79-80)

18. Detective Schlotter told the Chief that bumping officers off pre-approved vacation was a violation of the CBA, to which the Chief responded that the CBA procedure was not working, due to the excessive manpower shortages, which gave him the right to revoke officers' scheduled leave. (N.T. 81-82)

19. Detective Schlotter told the Chief that he would have to file a grievance. The Chief encouraged him to pursue a grievance so that the Chief would know what his managerial rights were on the issue. In this context,

[1] The Chief testified that he used the CBA procedures for two of the three shifts. Detective Schlotter testified that the Chief used the CBA procedures for one of the three shifts. I have resolved the conflict in favor of the Chief.

the Chief said to Detective Schlotter that he was standing up for management and that "at least he stood strong against the Union." (N.T. 22-25, 83)[2]

20. At a labor-management meeting with the Chief, Detective Schlotter asked the Chief hypothetically what would happen if an officer was on vacation in Florida or on a cruise. The Chief responded: "Well, that guy better jump off the boat and start swimming because he's AWOL." (N.T. 21)

21. Also in March 2016, the Chief said that, if the arbitration process results in an award concluding that he cannot bump officers off pre-approved vacation, then he will wait until 24 hours prior to the vacation time to approve it. The Chief did not follow through on this threat. (N.T. 21-22, 52-54)

22. Four grievances were filed on behalf of officers who were affected by the Chief's calling them off pre-approved leave to fill in for shift vacancies caused by sick leave. (N.T. 25-27; Union Exhibit 2 at n.1)

23. Normally, when an officer requests vacation leave, the request is approved within a week if not instantaneously. Waiting until 24 hours prior to the planned vacation leave would hinder officers' ability to plan vacations, which may involve reservations and financial commitments for travel and accommodations. (N.T. 22-23, 86)

24. The Department uses a computer-based calendar scheduling program for scheduling planned leave called "POSS." Officers historically would submit a request for leave in POSS, which is then reviewed by a Corporal or a Sergeant on duty, who determines whether manpower permits the leave or if there are scheduling conflicts that require denial of the leave. Only 3 officers are permitted to be off at the same time on a squad, and more senior officers are given priority over junior officers. (N.T. 23-24)

25. One Sergeant was disciplined for failing to approve his subordinates' leave requests in a timely manner. The Chief at that time (prior to Chief Donnelly) issued a memo stating that supervisors must approve leave within one week of the request. (N.T. 24)

26. Arbitrator Lynne M. Mountz, in an arbitration award dated July 16, 2018 (Mountz Award), concluded that there was no past practice permitting the Chief's sick-leave bumping or requiring an officer to forfeit pre-approved leave to cover a vacant shift, due to sick leave, and that the procedure violated the CBA. (N.T. 28-29; Union Exhibit 2 at 14)

DISCUSSION

The Union argues that the Township committed a statutory bargaining violation under Section 6(1)(a) and (e) of the PLRA by rescinding pre-approved leave instead of following the contractually provided overtime call-in procedure. (Union's Post-hearing Brief at 5-6). The Township moved for the dismissal of this claim at the hearing, citing the Mountz Award. The

[2] The Chief testified that he told Detective Schlotter that he was standing up for management. He did not concede that he stated that he was standing up against the Union. Detective Schlotter testified that the Chief told him that "at least he stood up against the Union." I credit both individuals and conclude that both statements were made.

Township argues that the Mountz Award directly disposed of the identical issue under the parties' CBA, sustained four grievances in the Union's favor and already awarded the appropriate make-whole relief. (N.T. 61-62, 98-99; Township's Post-hearing Brief at 15, 17-20). The Union maintains that its bargaining claim for the Chief's extra-contractual procedure is not mooted or remedied by the Mountz Award because that Award did not address the Township's duty to bargain over changes to the terms of the CBA. (Union's Post-hearing Brief at 6-7). The Union further posits that the initial unilateral change and the outstanding issue of the Township's duty to bargain must be addressed and curtailed through a corrective order from the Board. (Union's Post-hearing Brief at 6-7).

In all cases where the Board defers a bargaining claim to the grievance arbitration process there is indeed both a statutory claim, over which the Board has jurisdiction, and a contractual claim, over which an arbitrator has jurisdiction. Amalgamated Transit Union, Local 85 v. Port Authority of Allegheny County, PERA-C-11-225-W (Proposed Decision and Order, 2017). The alleged statutory bargaining violation, for the Chief's unilateral mandate that officers with pre-approved leave forfeit that leave to fill in for a sick-leave call-out, is inextricably interwoven with the contractual claim that the same action violated past practice and the contractually prescribed call-in overtime procedure in the CBA. The Board has consistently deferred to grievance arbitration and awards where overlapping claims in both fora exist. The Board will not sanction the practice of requiring an employer to engage in duplicitous litigation to potentially receive two inconsistent results, creating more discord between the parties. Id. at 5.

In Pine Grove Area School District, 10 PPER ¶ 10167 (Order Deferring Unfair Practice Charge Until Further Order of the Board, 1979), the Board indicated that, in post-arbitration cases, the Board will retain only limited jurisdiction so as to ensure that, upon timely filed notice, (a) the grievance arbitration proceedings were fair and regular; (b) the dispute was amicably settled or submitted promptly to arbitration; and (c) the result reached was not repugnant to the Act. Neither party in this case has challenged the fairness or regularity of the arbitration proceedings that resulted in the Mountz Award or the promptness of submitting the matter to arbitration. Also, neither party has suggested that the Mountz Award is repugnant to the Act. I find that the contractual dispute involving the Chief's mandatory sick-leave bumping is identical to the statutory dispute regarding that same issue complained of in the charge. Furthermore, the remedy provided in the Mountz Award adequately disposes of those claims and would be duplicitous if that part of the charge were sustained here.

Moreover, a contrary result here would negatively impact the bargaining relationship resulting in two inconsistent orders potentially causing more disagreement, labor strife and litigation, which undermines the labor policies of this Board. Accordingly, the Union's bargaining violation claim for a change in a mandatory subject of bargaining with respect to the Chief's revocation of approved leave instead of employing the contractual overtime procedure is dismissed as deferred to and governed by the Mountz Award. Accordingly, the Township's motion to dismiss these claims is granted.

The Township also argues that the Union failed to establish a prima facie case of a refusal to bargain because the record shows that the Chief engaged the Union in ongoing discussions with the Union regarding shift-filling procedures. (Township's Post-hearing Brief at 15-16). First, I need not address this argument because my decision to defer and dismiss those

claims as a result of the Mountz Award has rendered the Township's argument moot. Alternatively, however, I reject the Township's position because the Union's statutory bargaining claims are premised upon the Chief's unilateral change in past practice and violations of contractually prescribed procedures and not his willingness to discuss those procedures with the Union.

The Union further argues that the Township discriminated against bargaining unit members when the Chief rescinded pre-approved leave in violation of the parties' CBA in retaliation for the Union's refusal to permit the mandatory 1-1 shift adjustment. (Union's Post-hearing Brief at 7). At the end of the Union's case-in-chief, the Township moved to dismiss the discrimination claim arguing that the Union failed to establish a prima facie case of discrimination. The Township again moved to dismiss the discrimination claims at the end of the hearing, after both parties rested. (N.T. 61-62, 98-99). Based on the record of the Union's case-in-chief, I find that the Union established a prima facie case of discrimination, and I have denied the Township's first motion to dismiss the Union's discrimination claim.

In a discrimination claim under Section 6(1)(c) of the PLRA, the claimant has the burden of proving that the employe(s) engaged in protected activity, that the employer was aware of this activity, and that the employer took adverse action against the employe(s) that was motivated by the employes' engaging in that known protected activity. Duryea Borough Police Department v. PLRB, 862 A.2d 122 (Pa. Cmwlth. 2004); FOP, Lodge 5 v. City of Philadelphia, 38 PPER 184 (Final Order, 2007). Motive creates the offense. PLRB v. Stairways, Inc., 425 A.2d 1172 (Pa. Cmwlth. 1981). 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). Fraternal Order of Police, Lodge No. 7 v. City of Erie, 39 PPER 60 (Proposed Decision and Order, 2008). Moreover, the Board has consistently held that a public employer's managerial prerogative does not insulate the employer from the statutory obligation to exercise that authority without discrimination. Mid Valley Education Association v. Mid Valley School District, 25 PPER ¶ 25138 (Final Order, 1994); Twin Valley Educational Support Professionals Association v. Twin Valley School District, 49 PPER 72 (Proposed Decision and Order, 2018)

In PLRB v. Child Development Council of Centre County, 9 PPER ¶ 9188 (Nisi Decision and Order, 1978), the Board stated that it evaluates the entire background of the case and considers several factors when determining whether an adverse employment action resulted from anti-union animus. These factors include 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 presence of shifting reasons for explaining such action, 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. Centre County, 9 PPER at 380. The close timing of an employer's adverse action alone is insufficient to infer animus, but when combined with other factors can give rise to the inference of anti-union animus. PLRB v. Berks County, 13 PPER ¶ 13277 (Final Order 1982); City of Philadelphia, supra; 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); 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).

In this case, the Township permitted officers to volunteer for the 1-1 shift adjustment since 2008 or 2009. With manpower shortages in 2015 and 2016, the Chief had difficulty finding volunteers for the 1-1 shift, so he began mandating it. The only mandatory call-in procedure is the one outlined in the CBA for overtime call-ins, which does not include mandating the 1-1. When Detective Schlotter asked the Chief to stop utilizing the mandatory 1-1, the Chief's response was that, if he could not mandate the 1-1, the officers could not volunteer for it. The Chief's discontinuation of the voluntary 1-1, which had been in place for over 5 years, in response to the Union's request that he stop the mandatory 1-1, was retaliatory and demonstrates animus against the Union and its President for engaging in known protected, concerted activities. The question, however, becomes whether the Chief's extra-contractual call-in procedure of rescinding officers' pre-approved leave, four or five months later in March 2016, was also unlawfully motivated.

In March 2016, the Chief directed Officer Angove to convert his pre-approved vacation leave to sick leave and cancelled Officer McCole's approved vacation day to call him into work. Detective Schlotter pleaded with the Chief to use the contractual overtime call-in procedure instead of rescinding pre-approved leave and scheduled days off. To this, the Chief responded: "If you're not going to give me the 1-1, then this is how it's going to be." Clearly, the Chief was deliberately going beyond the CBA to inconvenience the officers in retaliation for the Union's position that the Chief cannot utilize the mandatory 1-1, which related back four or five months prior. In terms of timing, five months is not remote enough to obscure the nexus between the Chief's discriminatory statements in March 2016, which relate directly back to his expressed displeasure over losing the mandatory 1-1 in the fall of 2015.

Furthermore, the Chief made other statements that revealed his retaliatory state of mind. When Detective Schlotter told the Chief that, if the Chief refused to use the CBA overtime procedure to fill shift vacancies, he would have to file a grievance, the Chief responded that "at least he stood strong against the Union" regarding a procedure that he knew was outside the contract. When Detective Schlotter asked the Chief what would happen if an officer was away in Florida or on a cruise ship, the Chief responded that the officer better jump off the boat and start swimming. The Chief worked for the Township's Police Department for many years, and he knew better than anyone the required overtime call-in procedure. The Chief's statements demonstrate that his extra-contractual procedure was unlawfully motivated and that he punished the officers for their vote to discontinue the voluntary 1-1 instead of permitting the Chief to mandate the 1-1. Moreover, the Township did not offer an adequate explanation for or denial of the actions taken or the statements made by the Chief.

Additionally, in all the years that the Chief had worked for the Township's Police Department and experienced manpower shortages, management had never implemented a mandatory bumping and leave revocation policy. In this context, the Chief's statements about the 1-1, and the close timing of the officers' vote to no longer permit the Chief to utilize the 1-1, yields the inference of animus. Therefore, I have discredited the Chief's explanation, and the Township's argument (Township's Post-hearing Brief at 22-27), that the Chief thought that management could bump an officer off pre-

approved leave with 48 hours' notice because past practice permitted senior officers to bump junior officers off scheduled leave with 48 hours' notice.

Accordingly, the Township violated Section 6(1)(a) and (c) by discriminating against police officers and their Union when the Chief of Police engaged in an extra-contractual program of rescinding pre-approved leave to cover shift vacancies created by sick leave. Therefore, the Township's second motion to dismiss the discrimination claim is also denied.

The Union also argues that the Township committed an independent violation of Section 6(1)(a) of the PLRA when the Chief verbally threatened Detective Schlotter that he would delay the approval of leave requests until 24 hours before the leave date if an arbitrator determined that he could not rescind pre-approved leave. The Board will find an independent violation of Section 6(1)(a) of the PLRA if the actions of the employer, in light of the totality of the circumstances in which the act occurred, tend to be coercive, regardless of whether employes have been shown in fact to have been coerced. Bellefonte Police Officers Ass'n v. Bellefonte Borough, 27 PPER ¶ 27183 (Proposed Decision and Order, 1996) (*citing* Northwestern Education Ass'n v. Northwestern School District, 16 PPER ¶ 16092 (Final Order, 1985)). Improper motivation need not be established; even an inadvertent act may constitute an independent violation of Section 6(1)(a). Northwestern School District, supra. However, an employer does not violate the PLRA or PERA where, on balance, its legitimate reasons justifiably outweigh concerns over the interference with employe rights. Ringgold Educ. Ass'n v. Ringgold Sch. Dist., 26 PPER ¶ 26155 (Final Order, 1995).

The test under Section 6(1)(a) is whether the employer's questions, threats, or statements tend to be coercive, not whether the employes are in fact coerced. Pennsylvania State Troopers Ass'n v. Commonwealth of Pennsylvania, Pennsylvania State Police, 30 PPER ¶ 30132 at 287 (Proposed Decision and Order, 1999). The assessment involves weighing the employes' economic dependence on their employer and employes' tendency to understand or sense intended implications that may otherwise be dismissed by a disinterested third party. Id. at 287.

The Township argues that the Chief never testified that he threatened to delay the approval of officers' leave until 24 hours in advance and the Union concedes that the alleged threat was never carried out. (Township's Post-hearing Brief at 28). However, I credit the account of what transpired as conveyed by Detective Schlotter based on his certainty in recalling the statements and events as well as his demeanor on the witness stand. Also, I have credited and considered Chief Donnelly's predicament in having difficulty providing adequate manpower to protect the Township and provide officer safety while a number of officers were unable to work due to long-term injuries and illnesses combined with a series of sick leave call-outs. However, those reasons do not justify or outweigh the coercive manner in which Chief Donnelly threatened to delay leave approval until 24 hours prior to the leave if Detective Schlotter continued to challenge the Chief's extra-contractual leave rescission methods. Accordingly, Chief Donnelly made coercive statements to Detective Schlotter for his Union activities, in violation of Section 6(1)(a) of the PLRA.

The Union's post-hearing brief does not address the averments in Paragraph 14 of its specification of charges, which I have treated as an abandonment of the allegations that the Chief followed through with threats to delay approval for vacations. Additionally, the record does not support the allegation that the Chief delayed approval for vacation or that he

bypassed the chain of command or changed the practice for approving vacations. The Chief only started maintaining his own redundant vacation request records to ensure that officers did not change their designated first and second picks for vacation, which had become an issue.

CONCLUSIONS

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

1. The Township is a public employer and political subdivision within the meaning of the PLRA as read in pari materia with Act 111.

2. The Union is a labor organization within the meaning of the PLRA as read in pari materia with Act 111.

3. The Board has jurisdiction over the parties hereto.

4. The Township has committed unfair labor practices within the meaning of Section 6(1)(a) and (c) of the PLRA as read in pari materia with Act 111.

5. The Board's post-arbitral deferral policy has been satisfied with respect to the averments of bargaining violations under Section 6(1)(e) and the charges with respect to the alleged bargaining violations are hereby dismissed.

ORDER

In view of the foregoing and in order to effectuate the policies of the PLRA and Act 111, the hearing examiner

HEREBY ORDERS AND DIRECTS

that the Township shall:

1. Cease and desist from interfering, restraining or coercing employes in the exercise of the rights guaranteed in the PLRA and Act 111;

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 labor organization; and

3. Take the following affirmative action, which the hearing examiner finds necessary to effectuate the policies of Act 111 as read in pari materia with the PLRA:

(a) Discontinue any and all policies, practices and procedures relating to the rescission of pre-approved leave or scheduled time off to fill in for sick leave call-outs without prior utilization of the contractual overtime call-in procedure;

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

(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.

IT IS HEREBY FURTHER ORDERED AND DIRECTED

that the charge is dismissed and the complaint is rescinded with respect to the alleged bargaining violations that were litigated to conclusion, pursuant to the grievance arbitration process; and

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 and become final.

SIGNED, DATED AND MAILED at Harrisburg, Pennsylvania, this fourteenth day of June, 2019.

PENNSYLVANIA LABOR RELATIONS BOARD

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JACK E. MARINO
Hearing Examiner

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

WARMINSTER TOWNSHIP POLICE BENEVOLENT ASSOCIATION	:	
v.	:	Case No. PF-C-16-39-E
WARMINSTER TOWNSHIP	:	

AFFIDAVIT OF COMPLIANCE

The Township hereby certifies that it has ceased and desisted from its violations of Section 6(1)(a) and (c) of the Pennsylvania Labor Relations Act as read in pari materia with Act 111; that it has discontinued any and all policies, practices and procedures relating to the rescission of pre-approved leave or scheduled time off to fill in for sick leave call-outs without prior utilization of the contractual overtime call-in procedure; that it has posted a copy of the proposed decision and order in the manner prescribed therein; and that it has served a 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