

COMMONWEALTH OF PENNSYLVANIA  
Pennsylvania Labor Relations Board

IN THE MATTER OF THE EMPLOYES OF :  
 :  
 : Case No. PERA-R-19-283-E  
 :  
 FRANKLIN COUNTY HOUSING AUTHORITY :

**ORDER DIRECTING SUBMISSION OF ELIGIBILITY LIST**

On December 20, 2019, the American Federation of State, County and Municipal Employees, District Council 89, AFL-CIO (AFSCME or Union) filed a Petition for Representation with the Pennsylvania Labor Relations Board (Board), alleging a 30 percent showing of interest among a unit of all full-time and regular part-time nonprofessional, blue and white collar employees of the Franklin County Housing Authority (Authority or Employer) and seeking an election pursuant to Section 603(c) of the Public Employee Relations Act (PERA or Act). The Petition was subsequently amended to seek a unit of all full-time and regular part-time professional and nonprofessional employees. On January 28, 2020, the Secretary of the Board issued an Order and Notice of Hearing, assigning the matter to conciliation, and directing a hearing on March 13, 2020, if necessary.

The hearing eventually ensued on August 27, 2020, at which time all parties in interest were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence.<sup>1</sup> AFSCME filed a post-hearing brief on October 19, 2020. The Authority filed a post-hearing brief on October 20, 2020.

The Examiner, on the basis of the testimony and exhibits presented at the hearing, and from all of the matters and documents of record, makes the following:

FINDINGS OF FACT

1. The Authority is a public employer within the meaning of Section 301(1) of PERA. (Joint Exhibit 1)
2. AFSCME is an employe organization within the meaning of Section 301(3) of PERA. (Joint Exhibit 1)
3. The parties stipulated that the following positions are properly included in the petitioned-for professional/nonprofessional bargaining unit: Cleaner, Clerk 2, Clerk 2 Typist, Fiscal Assistant, Laborer, Maintenance Aide, Maintenance Aide/Section 8 Inspector, Maintenance Cleaner/Laborer, Maintenance Laborer, Management Aide, Management Aide Section 8, Mechanic 2, and Resident Initiatives Coordinator. (Joint Exhibit 1)
4. As of the date of the hearing in this matter, the following individuals held positions which are properly included in the petitioned-for professional/nonprofessional bargaining unit: Wendy Benzo, Marisol Board, Mike Bryan, Jennifer Daley, Jim Duvall, Christine Gelsinger, Michael Gelsinger, Stephanie Glover, Kathy Johnson, Amanda Keefer, Arika Matthews,

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<sup>1</sup> The hearing was continued for several months due to the Covid-19 pandemic.

Anna Mejia-Tobar, Denny Messner, Robert Miller, and Miguel Perez. (Joint Exhibit 1)

5. The parties stipulated that the following individuals and positions are properly excluded from the petitioned-for professional/nonprofessional bargaining unit: Linda Thomas-Worthy, Executive Director; Lisa Bryan, Administrative Assistant; Modernization & Maintenance Coordinator (currently vacant); Susan Pettyjohn, Comptroller; Ben Cook, Property Manager Chambersburg; Jessica Runshaw, Section 8 Manager; Christine Lagana, Property Manager Waynesboro. (Joint Exhibit 1)

6. The parties stipulated that the only positions in dispute are the Accountant and the Maintenance Mechanic 1. (Joint Exhibit 1)

7. The Authority asserts that the Accountant position should be excluded as confidential within the meaning of Section 301(13) of PERA, and that the Maintenance Mechanic 1 position should be excluded as supervisory within the meaning of Section 301(6) of PERA. AFSCME asserts that both positions are properly included in the bargaining unit. (Joint Exhibit 1)

8. The parties stipulated that, if the Accountant and/or the Maintenance Mechanic 1 are not determined to be excluded as confidential or supervisory, they enjoy an identifiable community of interest with the other positions in the bargaining unit. (Joint Exhibit 1)

9. Linda Thomas-Worthy has been the Executive Director of the Authority since October 17, 2017. She has complete oversight for all daily functions of the Authority, including hiring, termination, budget, finances, staff, and personnel. (N.T. 15-17; Exhibit A-1)

10. There has never been collective bargaining with any union at the Authority. (N.T. 26, 54)

11. The Authority has outsourced part of its personnel functions to a private company called Alternative HR. The Executive Director and the Authority's Board of Directors still determine wages and benefits. (N.T. 26-28)

12. The Authority maintains personnel files at its administrative office. Only the Executive Director and the Comptroller have access to those files. (N.T. 28-29)

13. LuAnn Veldhuizen is employed as the Accountant. (N.T. 18-19; Exhibit A-1)

14. In general, the Accountant is responsible for analyzing and documenting financial transactions, and preparing financial statements and reports to track revenue and expenditures for various Authority funds. She works under the supervision of the Authority's Comptroller, Susan Pettyjohn. (N.T. 19-20, 36-37; Joint Exhibit 2)

15. The Accountant processes payroll and has access to employe pay rates, insurance and retirement contributions, and garnishments. She receives and enters into the payroll system information concerning hours worked and leave usage, after it is compiled by the Fiscal Assistant and checked by the Comptroller. Once total payroll is calculated, she makes any necessary bank transfers to ensure funds are available to make payroll and

provides the Authority's bank with employe banking information for direct deposit. (N.T. 35-38, 41-48, 51-53, 62-63; Exhibits A-2, A-4)

16. The Accountant prepares five monthly reports stating actual revenue and expenses compared to the budget. These reports are provided to the Board of Directors and other staff within the Authority. To prepare these reports, the Accountant has access to information about all the Authority's income and expenses. (N.T. 39-41, 63)

17. The Accountant also works with the Comptroller to prepare a preliminary budget document, filling in actual revenue and expenses for the previous two years, and incorporating estimates for certain fixed expenses like utilities for the coming budget year. The preliminary budget document is then forwarded to other staff to fill in amounts for their areas of responsibility. The final budget is ultimately adopted by the Board of Directors. (N.T. 39-40, 63-66; Joint Exhibit 2)

18. The Accountant is the first person at the Authority to receive notice from the health insurance company regarding changes to premium rates. She then works with the Comptroller to prepare a document for the Board of Directors, calculating the Authority's health insurance costs based on several different scenarios for how much of the premium might be paid by employes. The Executive Director and the Comptroller present the scenarios to the Board of Directors, which ultimately determines what employe premium contribution to impose. In making this determination, the Board of Directors can choose one of the provided scenarios or a different formula. Veldhuizen is not present at the meeting where the scenarios are presented and the Board of Director's decision is made. (N.T. 35, 48, 54-62; Exhibit A-3)

19. The Accountant has access to the Authority's bank accounts for the performance of her duties. The Fiscal Assistant also has access to the bank accounts. (N.T. 66)

20. There are currently three employes in the position of Maintenance Mechanic 1: Robert Shivers, Robert Barrick, and Rich McPherson. (N.T. 20, Exhibit A-1)

21. The Maintenance Mechanic 1s are responsible for maintenance work at the Authority's public housing AMPs. Their duties include performing maintenance work in one or more of the building trades, including carpentry, plastering, electrical work, plumbing or a similar trade. They perform preventative maintenance on mechanical equipment and buildings. They also ensure that units are properly cleaned and maintained when they are turned over between tenants. (N.T. 20-21, 23-24, 30, 69, 71, 76-81, 97-98, 150-152, 162-163, 170; Joint Exhibit 3, Exhibits A-6, A-9)

22. In performing their duties, the Maintenance Mechanic 1s work with two or three other employes classified as Laborer, Maintenance Aide, and/or Maintenance Mechanic 2. The Laborers perform unskilled work such as custodial duties, grounds keeping, and painting. The Maintenance Aide performs some skilled maintenance work with assistance. The Maintenance Mechanic 2 can perform the same skilled maintenance work that the Maintenance Mechanic 1s perform. (N.T. 69-70, 88-90, 94-95, 117, 146, 161, 177-178, 181; Exhibit A-1)

23. In addition to their maintenance duties, Maintenance Mechanic 1s also order supplies and schedule work to be performed, such as trash removal,

yard work, repairs, and unit turnovers when a tenant moves out to make the unit ready for a new rental. They also process work orders and assign work to themselves and others on their crew based upon the skill level required for a particular task to be performed, with input from the Property Managers. Assignments generally occur at daily morning meetings, and sometimes also in the afternoon. These meetings usually take about half an hour, occasionally up to an hour. The Maintenance Mechanic 1s also check work performed by other employes, either while working alongside them or at the end of a task. (N.T. 69-76, 86-87, 93-96, 108-111, 113, 117-129, 143-144, 147-150, 163-166; Exhibits A-5, A-6, A-8, A-9)

24. In the evaluation process for maintenance staff, the Maintenance Mechanic 1s provide information to the Property Managers, who review it with the Mechanic 1, sign off and forward that information to the Executive Director. This work entails up to one day per year. Barrick testified that he has also provided input for two performance improvement plans that were prepared by his superiors. (N.T. 22, 130-133, 153, 155, 167; Exhibit A-11)

25. Maintenance Mechanic 1s sign off on leave requests from the employes that they work with. At the time the request comes in, the Mechanic 1 notifies the Property Manager, who can override the Mechanic 1's decision. Barrick estimated that he approves leave "a couple times a year." (N.T. 135-138, 156; Exhibit A-10)

26. The Maintenance Mechanic 1s are involved in the disciplinary process by reporting misconduct to the Property Manager, who then relays it to the Executive Director. The Executive Director makes the ultimate decision, in consultation with the Property Manager and the Maintenance Mechanic 1, and with the assistance of Alternative HR. The Executive Director gives weight to the recommendation of the Property Manager and the Maintenance Mechanic 1, but reviews the facts of the situation herself. (N.T. 22-23, 31-32, 102, 140)

27. The Maintenance Mechanic 1s participate on a search committee that interviews applicants for other maintenance positions, along with the Property Manager and/or the Modernization and Maintenance Coordinator, and sometimes the Comptroller. All members of the committee receive and review the candidate resumes. They ask scripted questions. At the end of the interview, the entire group discusses the candidates and comes up with a consensus recommendation, attempting to resolve any differences of opinion among the committee members. The entire process takes about an hour. Afterwards, the Modernization and Maintenance Coordinator contacts the applicant's references and forwards the group's recommendation to the Executive Director, who has the ultimate authority to make the hire. She gives weight to the committee's recommendation. (N.T. 21-22, 82-86, 99-101, 112, 139-140, 166; Exhibit A-7)

28. Shivers testified that he spends about 90 to 95 percent of his time performing maintenance work alongside his coworkers. When Shivers worked in lower level positions, the Maintenance Mechanic 1 that he worked with spent most of his time doing maintenance work as well. Barrick testified that the amount of time he spends assigning work, reviewing or monitoring work, approving leave, and being involved in hiring and discipline varies from day to day. (N.T. 142, 168-170)

## DISCUSSION

AFSCME has petitioned to represent a bargaining unit comprised of all full-time and regular part-time professional and nonprofessional employees of the Authority. However, the Authority contends that the Accountant position should be excluded from the unit as a confidential employee, while the Maintenance Mechanic 1 position should be excluded as supervisory under the Act. As the party seeking to exclude the Accountant and Maintenance Mechanic 1 positions from the unit, the Authority has the burden of proving by substantial evidence that the asserted statutory exclusions apply. Westmoreland County v. PLRB, 991 A.2d 976 (Pa. Cmwlth. 2010) *alloc. denied* 17 A.3d 1256 (Pa. 2011). The Board reviews actual job duties and will only consider written job descriptions to corroborate testimony of actual duties. *Id.* at 980.

Section 301(13) of PERA provides as follows:

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

43 P.S. § 1101.301(13).

The Authority has not sustained its burden of proving the Accountant position should be excluded as a confidential employee pursuant to Section 301(13)(i) of the Act. The record does not show that the Accountant, LuAnn Veldhuizen, works in the Authority’s personnel offices. Nor does the record show that she has access to information subject to use by the Authority in collective bargaining. As the Union points out, the Authority did not present any evidence indicating where its central personnel record keeping functions are performed. Indeed, the Authority’s Executive Director readily conceded that some of the personnel functions are performed by Alternative HR, an outside entity, and that to the extent personnel files are maintained at the Authority, only the Executive Director and Comptroller have access to them. This is not sufficient to satisfy the first prong of the test for confidential employees under Section 301(13)(i). The Board has long perceived “personnel office(s)” as those offices of the public employer in which the central personnel record keeping functions are performed. Bangor Area School District, 9 PPER ¶ 9295 (Nisi Decision and Order, 1978). See also PLRB v. Altoona Area School District, 389 A.2d 553, 558 (Pa. 1978) (holding that a school district’s personnel offices were the school’s Central Administration Office, and not the various principals’ offices, because that is where the district’s personnel records were kept).

In any event, the Authority has not demonstrated that the Accountant has access to information subject to use by the Authority in collective bargaining in order to satisfy the second prong of the test for confidential employees under Section 301(13)(i). In Bangor Area School District, the Board explained as follows:

The second criteria of sub-part (i) is ‘an employee who has access to information subject to use by the public employer in collective bargaining.’ Our Commonwealth Court recently determined in Columbia/Snyder/Montour/Union Mental Health/Mental

Retardation Program v. PLRB, 383 A.2d 546 (1978), that an employe who had access to personnel records and fiscal information such as budgets, proposed allocations of funds toward the employer's programs, salaries, and memoranda concerning proposed salary increments to specific employes was not a 'confidential employe' under the first test of Section 301(13) of the Act since the employe enjoyed no access to information subject to use by the employer which could be considered outside the 'public record.' The Board has similarly held that an employe does not have access to confidential collective bargaining information when (s)he simply takes basic data and compiles reports which may eventually be used in negotiations as the position of the employer when the person who compiles the basic data has no information which would be considered confidential as a result of that compilation. It is only when an employe is privy to the relevant determinations of the employer's policy that that person may be found to be confidential. The collective bargaining information must be of such a definite nature that the union would know of the employer's plans if said information is revealed. See West Jefferson Hills School District, 5 PPER 65 (1978); and Northgate School District, 9 PPER ¶ 9121 (1978).

The record here does not show that the Accountant is privy to the relevant determinations of the Authority's labor policy, nor does she have access to collective bargaining information of such a definite nature that the Union would know of the Authority's plans if said information is revealed. The Authority has simply not presented any evidence to satisfy the second prong of the test for confidential employes under Section 301(13)(i). Veldhuizen is responsible for analyzing and documenting financial transactions, and preparing financial statements and reports to track revenue and expenditures for various Authority funds. She processes payroll and has access to employe pay rates, insurance and retirement contributions, and garnishments. She prepares monthly reports stating actual revenue and expenses compared to budget, which are provided to the Board of Directors and other staff. She works with the Comptroller to prepare a preliminary budget document, assists with calculating the Authority's health insurance costs based on several different scenarios for how much of the premium might be paid by employes, and has access to the Authority's bank accounts for the performance of her duties.

However, as the Union persuasively notes, the Board has rejected each of these duties as being insufficient to satisfy the second prong of the Section 301(13)(i) test for confidential employe status. See Lower Macungie Township, 39 PPER ¶ 59 (Order Directing Submission of Eligibility List, 2008) (employe not confidential simply because she takes data and compiles reports which may eventually be used in negotiations); Mount Carmel Township, 50 PPER 33 (Order Directing Submission of Eligibility List, 2018) (access to pay or insurance premium rates, employe benefit choices, hours worked, leave accrual or the employer's bank accounts does not constitute access to the employer's bargaining strategy); West Manheim Township, 46 PPER 74 (Order Directing Submission of Eligibility List, 2015) (same); Canonsburg Borough, 18 PPER ¶ 18001 (Final Order, 1986) (drafting preliminary budgets insufficient to support confidential employe status); Tunkhannock Area School District, 29 PPER ¶ 29023 (Final Order, 1997) (mere costing out of fringe benefit proposals insufficient to justify confidential exclusion); Trinity Area School District, 22 PPER ¶ 22125 (Final Order, 1991) (costing out potential

proposals, without knowledge as to whether employer would make the proposals, is insufficient to justify exclusion). There is simply no evidence to support a conclusion that the Accountant has access to information that would impair the Authority's ability to bargain on a fair and equal footing with the Union. As such, the Accountant position cannot be excluded as a confidential employe pursuant to Section 301(13)(i) of the Act.<sup>2</sup>

Next, the Authority contends that the Maintenance Mechanic 1 position should be excluded from the bargaining unit as a supervisory employe under Section 301(6) of PERA. However, the Authority has not sustained its burden of proving that the Maintenance Mechanic 1s meet the definition for supervisory status.

Section 301(6) of PERA provides as follows:

"Supervisor" means any individual having authority in the interests of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employes or responsibly to direct them or adjust their grievances; or to a substantial degree effectively recommend such action, if in connection with the foregoing, the exercise of such authority is not merely routine or clerical in nature but calls for the use of independent judgment.

43 P.S. § 1101.301(6).

In Abington Heights School District, 42 PPER 18 (Final Order, 2011), the Board quoted Luzerne County Community College, 37 PPER 47 (Final Order, 2006) and opined as follows:

Employes must be excluded from the bargaining unit as supervisory if they have the authority to perform one or more of the functions listed in Section 301(6), actually exercise such authority and use independent judgment in exercising that authority. McKeesport Area School District, 14 PPER ¶ 14165 (Final Order, 1983). It must also be noted that Section 604(5) of PERA provides that the Board, in making supervisory determinations, "may take into consideration the extent to which supervisory and nonsupervisory functions are performed." 43 P.S. § 1101.604(5). The Board, with appellate court approval, has looked to the extent to which supervisory duties are performed and concluded that employes who perform some supervisory duties, but do not perform those duties for a substantial portion of their work time, are not supervisors within the meaning of PERA. West Perry School District v. PLRB, 752 A.2d 462 (Pa. Cmwlth. 2000), *petition for allowance of appeal denied*, 795 A.2d 984 (2000); State System of Higher Education v. PLRB, 737 A.2d 313 (Pa. Cmwlth. 1999); Independent Association of Pennsylvania Liquor Control Board Employees v. PLRB, 409 A.2d 532 (Pa. Cmwlth. 1980). Conversely, where the employe performs predominantly supervisory duties, that employe is excluded from the rank and file unit as supervisory. AFSCME v. PLRB, 342 A.2d 155 (Pa. Cmwlth. 1975).

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<sup>2</sup> The Authority does not argue that the Accountant is a confidential employe under Section 301(13)(ii) of the Act.

As a result, the Board in Abington Heights School District, supra, went on to hold that, absent evidence an employe spends a majority of his or her time performing supervisory duties, this is not sufficient evidence to show that the position in question should be excluded as supervisory under Section 301(6) of PERA.

Here, the Authority maintains that the Maintenance Mechanic 1s are supervisory employes under the Act because they make effective recommendations for hiring, performance evaluations, and discipline, assign and monitor work for their subordinates, and approve leave requests. However, even assuming these alleged job duties support a supervisory exclusion pursuant to Section 301(6) of the Act, the Authority has not been able to establish that the Maintenance Mechanic 1s spend a majority of their time performing supervisory duties. To the contrary, the credible evidence of record shows that the Maintenance Mechanic 1s spend 90 to 95 percent of their time performing maintenance work alongside their coworkers. Accordingly, the Maintenance Mechanic 1s will not be excluded from the bargaining unit as supervisory employes pursuant to Section 301(6) of PERA.

In any case, even if the Authority could demonstrate that the Maintenance Mechanic 1s perform these duties for a majority of the time, they are insufficient to justify a supervisory exclusion on this record. Indeed, the record shows that the Maintenance Mechanic 1s' involvement in the evaluation process is limited to providing input to the Property Managers, who pass that information on to the Executive Director. Likewise, Robert Barrick testified that he provided input for two performance improvement plans that were prepared by his superiors. However, the record is devoid of any evidence that the recommendations of the Maintenance Mechanic 1s are given controlling weight and result in either reward or sanction in this regard. See Westmoreland County v. PLRB, 991 A.2d at 982 (in order for evaluation of employe performance to support a supervisory exclusion, the evaluation must be given controlling weight and result in either reward or sanction).

Similarly, the Maintenance Mechanic 1s are involved in the disciplinary process simply by reporting misconduct to the Property Manager, who then forwards that information to the Executive Director. Although the Executive Director stated that she gives weight to the recommendation of the Property Manager and the Maintenance Mechanic 1, she acknowledged that she conducts her own factual review of the situation. It is well settled that reporting misconduct or poor performance is not indicative of supervisory authority where the reporting individual does not have authority to take corrective action. West Perry School District v. PLRB, 752 A.2d 461 (Pa. Cmwlth. 2000), *alloc. denied* 795 A.2d 984 (2000). It is equally well settled that recommendations are not effective within the meaning of the Act where they are subject to independent investigation by the decision maker. Luzerne County Community College, 38 PPER 70 (Proposed Order of Unit Clarification, 2007).

The Authority also relies on the Maintenance Mechanic 1s participation on a search committee that interviews applicants for other maintenance positions, along with the Property Manager and/or the Modernization and Maintenance Coordinator, and sometimes the Comptroller, as evidence of supervisory status in the hiring process. However, the Board has long held that mere participation on a panel that interviews and recommends a candidate for employment is insufficient to support a supervisory determination.

Saucon Valley Education Ass'n v. Saucon Valley School District, 32 PPER ¶ 32167 (Final Order, 2001) (citing State System of Higher Education v. PLRB, 737 A.2d 313 (Pa. Cmwlth. 1999)). In fact, the record shows that the entire group discusses the candidates and comes to a consensus recommendation, resolving any differences of opinion among the committee members. There is absolutely no evidence whatsoever regarding which candidates would have been recommended had the committee disagreed, or more specifically, if a Maintenance Mechanic 1 disagreed with the Property Manager, the Modernization and Maintenance Coordinator, or the Comptroller. This is fatal to the Authority's position in this regard. Saucon Valley School District, *supra*.

Similarly unavailing is the alleged supervisory status of the Maintenance Mechanic 1s for assigning work to their crew members. To be sure, the record shows that the assignments are routine and largely based on circumstances, such as work orders, weather, and established schedules, and frequently dictated simply by the job classification of the employes receiving the assignments. (N.T. 119, 143-145, 147-150, 163-164). What is more, there is no evidence that the Maintenance Mechanic 1s have the authority to reward or sanction employes in connection with their assignment of tasks. As such, the Maintenance Mechanic 1s are more aligned with lead workers or task leaders rather than supervisors pursuant to the Act.

Finally, the Maintenance Mechanic 1s' approval of leave requests is hardly enough to warrant an exclusion from the bargaining unit. The Property Managers can override the decision of the Maintenance Mechanic 1s in this regard. Moreover, even if the Maintenance Mechanic 1s had the final say, the Board has held that approval of leave will not support an exclusion for supervisory status when those duties are not present in conjunction with other significant indicia of supervisory authority, as is the case here. South Coatesville Borough, 49 PPER 37 (Order Directing Submission of Eligibility List, 2017) citing Luzerne County Community College, 37 PPER 47 (Final Order, 2006). Accordingly, the Maintenance Mechanic 1s will not be excluded from the bargaining unit as supervisory employes under Section 301(6) of the Act.

#### CONCLUSIONS

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

1. The Authority is a public employer within the meaning of Section 301(1) of PERA.
2. AFSCME is an employe organization within the meaning of Section 301(3) of PERA.
3. The Board has jurisdiction over the parties.
4. The Accountant is not a confidential employe within the meaning of PERA and is properly included in the bargaining unit.
5. The Maintenance Mechanic 1s are not supervisory level employes within the meaning of PERA and are properly included in the bargaining unit.
6. The Accountant and the Maintenance Mechanic 1s share an identifiable community of interest with the other positions in the petitioned-for bargaining unit.

7. Should the professional employes vote for inclusion with the nonprofessionals, then the unit deemed appropriate for the purpose of collective bargaining is a subdivision of the employer unit comprised of all full-time and regular part-time professional and nonprofessional employes, including but not limited to: Cleaner, Clerk 2, Clerk 2 Typist, Fiscal Assistant, Laborer, Maintenance Aide, Maintenance Aide/Section 8 Inspector, Maintenance Cleaner/Laborer, Maintenance Laborer, Management Aide, Management Aide Section 8, Mechanic 2, Resident Initiatives Coordinator, Accountant, and Maintenance Mechanic 1; and excluding all management level employes, supervisors, confidential employes, and guards as defined by the Act.

**ORDER**

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

**HEREBY ORDERS AND DIRECTS**

that the Authority shall within ten (10) days from the date hereof submit to the Board a current alphabetized list of the names and addresses of the employes eligible for inclusion in the unit set forth above.

**IT IS HEREBY FURTHER ORDERED AND DIRECTED**

that any exceptions to this decision and order may be filed to the order of the Board's Representative to be issued pursuant to 34 Pa. Code § 95.96(b).

SIGNED, DATED and MAILED at Harrisburg, Pennsylvania this twenty-third day of November, 2020.

PENNSYLVANIA LABOR RELATION BOARD

/s/ John Pozniak  
John Pozniak, Hearing Examiner