

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

IN THE MATTER OF THE EMPLOYES OF :
:
: Case Nos. PERA-U-22-125-E
: PERA-U-22-177-E
COUNTY OF BUCKS : (PERA-R-7503-E)

PROPOSED ORDER OF UNIT CLARIFICATION

AND

PROPOSED ORDER OF DISMISSAL

On May 25, 2022, the Service Employees International Union, Local 668 (SEIU or Union) filed a petition for unit clarification with the Pennsylvania Labor Relations Board (Board), at Case No. PERA-U-22-125-E, seeking to include 6 Information Technology employees, employed by the County of Bucks (County) and assigned to the Enterprise Group, into the County's professional bargaining unit, certified at PERA-R-7503-E, which includes employees across several County departments and services. On June 14, 2022, the Secretary of the Board issued an Order and Notice of Hearing for September 19, 2022.

On July 15, 2022, the County filed a petition for unit clarification, at Case No. PERA-U-22-177-E, seeking to exclude 14 employees from the same professional bargaining unit as confidential employees and requested that the matter be consolidated with the Union's petition at Case No. PERA-U-22-125-E. On August 3, 2022, The September 19, 2022 hearing, in Case No. PERA-U-22-125-E, was continued to October 14, 2022, and the Secretary of the Board issued an Order and Notice of Hearing in Case No. PERA-U-22-177-E for October 14, 2022, consolidating the County's petition with the Union's petition for hearing purposes. On August 8, 2022, I continued the hearing to December 2, 2022, at the request of the parties due to their scheduling conflicts.

On November 14, 2022, the County filed an amended petition for unit clarification reducing the number of positions sought to be excluded from the professional bargaining unit to 3 Software Systems Specialists and 3 Network Support Specialists. On November 23, 2022, the Secretary of the Board issued an Amended Order and Notice of Hearing for December 2, 2022. On November 29, 2022, the December 2, 2022 hearing was continued due to the illness of a primary Union witness to February 10, 2023.

On January 10, 2023, the Union filed an amended petition for unit clarification seeking to include the original 6 employees in the Enterprise Group and an additional 5 Technical Specialists, for a total of 11 employees sought to be included. On January 25, 2023, the hearing was continued to March 15, 2023, at the request of the County due to the unavailability of a primary County witness. During the hearing on that date, both parties in interest had an opportunity to present testimony, introduce documents, and cross-examine witnesses. On June 12, 2023, both parties filed post-hearing briefs.

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 County is a public employer within the meaning of Section 301(1) of PERA. (N.T. 9)
2. The Union is an employe organization within the meaning of Section 301(3) of PERA. (N.T. 9)
3. The parties stipulated and agreed that all the employes at issue in both petitions share and identifiable community of interest with the employes in the professional bargaining unit, if they are not confidential, and that they are all professional employes. (N.T. 10, 69-70)
4. The parties stipulated and agreed that there is no issue regarding whether any of the employes in the positions under consideration in both petitions are supervisors. The County's petition and amended petition do not allege that any of the employes it seeks to exclude from the bargaining unit are management level employes within the meaning of PERA. (N.T. 32-33; UX-3)
5. During the hearing, the County amended its petition again to exclude 4, instead of 3, Network Support Specialists and 4, instead of 3, Software Systems Specialists.¹ (N.T. 19, 129-130)
6. Jason Meleco is an Enterprise Services Specialist for the County. His position is currently not in the professional bargaining unit. There are 6 Enterprise Services Specialists who report to Bernard Tomczak. Mr. Tomczak assigns work to Mr. Meleco, and he, in turn, reports to the Chief Information Officer (CIO) John Regula. CIO Regula does not participate in collective bargaining sessions. (N.T. 19-32, 126, 128-129, 168; EX-1).
7. Non-unit Enterprise Services Specialists maintain the network and computer connections to the network, phones, internet, IP address designation, management and connectivity, as do other employes who are already in the professional bargaining unit, such as the Network Support Specialists. (N.T. 34, 78-79, 92-93, 130)
8. Mr. Meleco performs the following duties on a regular basis: He assigns IP addresses to computers for connection to the network; he does subnetting for public and private network implementations and schemas; identifies, diagnoses, resolves, and documents network problems; manages and monitors various partner relationships that assist in providing adjunct network support functions; facilitates and maintains network and wide-area network functions as well as Wi-Fi connections; utilizes case management tools for support delivery; completes analyses and business documentation to justify existing and future communication systems. (N.T. 27, 147; UX-4)
9. Mr. Meleco does not create new polices and he has never worked with any member of management for collective bargaining contract proposals. None of the Enterprise Services Specialist employes have access to the County's financial position or the amount of money the County spends on its

¹ Notice to the Union was not an issue because the County was simply adding additional employes under the same positions it sought to exclude in its amended petition.

Information Technology Department (IT). Mr. Meleco does not have access to employe personnel files. (N.T. 32-33)

10. Enterprise Services Specialist Meleco does not monitor employes' behavior on the Enterprise System. Enterprise Services Specialist employes protect the County from external, non-County issued, devices, such as private cell phones, but they do not monitor or investigate such conduct. (N.T. 35-37)

11. There are 7 Technical Support Specialists who report to Shawn Loughlin, the Technical Specialists Manager. Eugene Popov is a Technical Specialist for the County. The County prison is his main focus. He performs the following duties on a regular basis: He learns new technology, including software, hardware and audio-visual equipment for system configuration; evaluates existing and emerging technologies and identifies how they can be used to solve business needs; creates application designs and develops web pages to streamline business processes and programs; modifies commercial applications; troubleshoots technical issues; identifies and resolves problems affecting system performance; develops, implements, and maintains procedures and associated training plans; provides end-user training and support through verbal and/or written communications; interacts and negotiates with vendors, outsourcers, and contractors to secure software, products, and services; conducts server reboots on a monthly basis and as needed. (N.T. 38-42, 45-47, 128-129, 153-155; UX-6; EX-1)

12. Technical Specialist Popov does not create new policies. Mr. Popov is expected to be available for emergencies, but he does not receive on-call pay. He has not worked with supervisors or managers to create new contract proposals on behalf of the County. As a Technical Specialist, Mr. Popov does not have access to the County's or the IT Department's financial position. He does not have access to the amount of money spent within the IT Department. He can access files, emails, or computers of other County employes when directed by a Help Desk ticket. Mr. Popov is not permitted to access employe computers or program files without an employe request and could be terminated if he did. He has not been asked to access employe personnel files or emails. (N.T. 44-48)

13. David Kratz is the Prison Director. In addition to Shawn Loughlin, Prison Director Kratz also assigns work to Mr. Popov. Mr. Popov manages the prison applications such as the Offender Management System, CORR Track, and other vendor applications. The Offender Management System is where inmate criminal records are maintained; it is used to process inmates. Mr. Popov is the only Technical Specialist assigned to the prison. (N.T. 49)

14. Mr. Popov participated in setting up the QR Code checkpoints in the new Women's Correctional Facility. QR Codes are located at specific checkpoints and officers scan the Codes to show they have completed their rounds or cell checks. He added features to the Offender Management System at the new Facility and fixed the housing portals. (N.T. 50-51)

15. Mr. Popov does not monitor computer system usage at the prison for inappropriate behavior. He has not been asked to investigate computer misuse or to configure any system to detect misuse. He is not involved with verifying whether an officer completes his rounds through the QR Code scanning and recording system. He does add and remove QR Codes as well as employes who use that system. (N.T. 51-52)

16. Technical Specialist Matthew Brown is a videographer who facilitates media operations for remote and distance management meetings. He maintains equipment operations throughout the meeting. There is no evidence that those meetings involve collective bargaining strategies. (N.T. 160)

17. John Fullford is a Technical Specialist assigned to Human Resources who provides reports to management about employe productivity and caseload assignments in a remote workforce environment. (N.T. 161)

18. Kristen Maier is a Software Systems Specialist in the bargaining unit. She reports to Application Manager Heather McMullen. Ms. Maier is a "ServiceNow" administrator. ServiceNow involves the County's ticketing system and the employe self-service portal. (N.T. 53-55, 59, 62; EX-1)

19. Software Systems Specialist Maier performs application enhancements and modifications; she schedules releases for new versions of applications; updates the service catalog, supports installed applications along with County developed systems and facilitates the installation of new software; works in concert with Business Analysts, Database Administrators, Software Developers, and other IT staff; and prepares documentation in support of developed systems. (N.T. 55-56, 71; UX-9)

20. Ms. Maier performs some of the same job duties as the non-unit Technical Specialists as follows: she creates application designs and develops web pages to streamline business processes and programs; provides customer support and documentation for programs and applications; and troubleshoots technical issues. (N.T. 58-59; UX-6)

21. Ms. Maier has never been part of a collective bargaining negotiating team. She has never worked with managers or supervisors to create new personnel policies or collective bargaining contract proposals. She does not have access to the County's financial position nor does she have input into how the County spends money within the Department. She does not have access to personnel files. (N.T. 55, 65-66)

22. As a Software Systems Specialist, Ms. Maier does have access to network drives and end-users' hard drives. She has gained specific access to program folders on hard drives where applications are stored. She only accesses employes' hard drives after receiving a ServiceNow request to resolve an issue that an employe is having with an application. She does not access employes' hard drives or applications folders without a request. She could be fired if she logged into an employe's system without permission. She does not access employes' emails or personal files. (N.T. 66-67)

23. Every request for IT action, for either a repair or a project, is initiated through ServiceNow. ServiceNow requests can be made for application modifications, new software, or a new system. A manager can also request a report from the County's Enterprise Resource Planning (ERP) system, which is operated by the IT Department. (N.T. 71-73, 111-112)

24. The ERP system is an application that governs and contains all data for Human Resources, accounts payable, accounts receivable, payroll, and hiring. All County functions operate through the ERP system. (N.T. 111-112, 138-140)

25. Ms. Maier has access to all the tickets generated by the ServiceNow system, but she does not look through them. She does not have

access to ERP and does not extract reports from ERP. She has no access to collective bargaining strategies. (N.T. 74-77)

26. Edward Berger is a Network Support Specialist and Chief Union Steward. Network Support Specialists are responsible for the administration of the County's network. Mr. Berger and other Network Support Specialists work on servers and server communication, virtual environment, storage, Office 365, the email system, all facets of hardware infrastructure, and software operations. Mr. Berger performs all of the duties on the job description for the Network Support Specialist. As Union Steward, he participates in collective bargaining negotiations on behalf of the Union. (N.T. 78-79, 92-93, 130; UX-15)

27. Network Support Specialist Berger does not create policies. Management has solicited technical advice from Network Support Specialists to help management create policies. Mr. Berger has never worked with management to create personnel policies or develop contract proposals. Mr. Berger has never had access to the County's financial position and has never had input into the manner in which the County spends money on the Department. (N.T. 98-99, 103-104)

28. Mr. Berger does not have access to employe personnel files. He does have access to program files, emails, and employes' computers when an employe submits a ServiceNow request. In resolving an employe's issue, the employe could request that Mr. Berger remotely attach his computer to their computer. With that approval, Mr. Berger could enter the employe's computer and fix their problem. Mr. Berger does not look at employe emails to collect information for management. (N.T. 99-100)

29. The Desktop Support Specialist position and the Help Desk Technician Support Specialist position are in the bargaining unit, and they both share duties with the Technical Specialists, who are not currently in the bargaining unit. The County is hiring more non-unit Technical Specialists and not adding bargaining unit positions, even though many of the duties of the Technical Support Specialists are shared with bargaining unit IT employes. IT employes are a pool of employes who can be assigned to any ticket request and overlap duties. Bargaining unit member and Network Support Specialist Berger performs many job duties also performed by non-unit Technical Specialists. Based on job duties and qualifications, Union Steward Berger credibly testified that the non-unit Technical Specialist position would fit on Step 37 of the CBA. (N.T. 88-96, 164; UXs-13 & 14)

30. The County's IT Department has a Confidentiality Policy which provides a Code of Conduct that places employes on notice that they could be disciplined or terminated for certain conduct. The Code of Conduct prohibits "[g]iving confidential County information to other individuals/organizations or to unauthorized County employees; breach of confidentiality of personal information." IT employes have signed the policy attesting that they will not access or gather information on the network. The County relies on IT employes not to access any communications or files unless there is a written approval or a ServiceNow ticket requiring access. Every County employe is responsible for following IT policies and procedures. (N.T. 100-103, 131, 138; UX-17)

31. David Boscola is the County's Chief Financial Officer (CFO), and he is a member of the County's collective bargaining team. There are 18 bargaining units in the County. Mr. Boscola and the Human Resources Director develop proposals to present to the unions. They meet with department heads

for input, meet with outside labor counsel for strategies, meet with the County Commissioners to receive their directives, and they meet with the unions to conduct collective bargaining negotiations as contracts are expiring. (N.T. 106-108)

32. Mr. Boscola participates in developing the County budget. The budget information is extracted from the data in the ERP system. The County develops a budget by obtaining input from department heads and the court to submit to the Commissioners. Upon the Commissioners' approval of the budget, the budget information is reloaded back into the ERP system. All current County financial information is stored in ERP, including revenue, costs, wages and health care. (N.T. 112-113)

33. The ERP system contains all the information the County will need in collective bargaining to develop proposals and counter proposals. Mr. Boscola submits a ServiceNow request generating a ticket for the reports from the ERP system. A ticket for an ERP report would be assigned to bargaining unit member and Software Systems Specialist Dawn Michener. Mr. Boscola uses some of these reports from the ERP system to evaluate the County's and the unions' positions in bargaining. Ms. Michener may not know that the reports are used by management for developing bargaining strategies. (N.T. 113-114, 138-141, 169-170)

34. The report request contains the specific data sought, time frames, wages, and healthcare so Software Systems Specialist Michener can generate a report from ERP containing that information. The financial information on these reports is public information. The reports themselves do not contain or reveal the County's bargaining strategy or analysis. The County's analysis of that information for bargaining with its unions is confidential work product. There is no evidence that Ms. Michener reviews, evaluates, or analyzes these reports. There is no evidence that Ms. Michener has any knowledge of the analysis or bargaining strategies that management develops from the reports. (N.T. 120, 123, 140)

35. Mr. Boscola has never approached any network or software bargaining unit employe for his/her input into financial decisions, and he has never asked them to review or evaluate the data on the ERP reports that he has requested. (N.T. 123-124)

DISCUSSION

The Union's petition seeks to accrete 11 employes in 2 positions into the professional bargaining unit. Those 2 positions are the Enterprise Service Specialist and the Technical Specialist. However, the County's IT organizational chart shows that there are 7 Technical Specialist positions, with 1 vacancy, and 6 Enterprise Services Specialists, for a total of 13, not 11, positions. The County's petition seeks to remove 8 employes in two positions from the bargaining unit. (County Brief at 1-2). Those 2 positions are the Software System Specialist and the Network Support Specialist. Additionally, the County opposes the Union's petition, (County Brief at 1-2), and seeks to maintain the exclusion of the 13 employes who are already not included in the bargaining unit. The County contends that a total of 19 information technology employes are confidential within the meaning of PERA and should be excluded from the bargaining unit. (N.T. 19).

The parties stipulated and agreed that all the employes at issue in both petitions share an identifiable community of interest with the employes in the professional bargaining, if they are not confidential, and that those same employes are professional. However, the County contends that the Technical Specialists and the Enterprise Services Specialists, sought to be accreted into the bargaining unit by the Union, should remain excluded from the bargaining unit because those employes are confidential. (County Brief at 11-14) The County further contends that the Software Systems Specialists and the Network Support Specialists, currently in the bargaining unit, should also be excluded because they too are confidential. (County Brief at 6-11)

The Act provides that a "'Confidential employe'" shall mean any employe 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). Given the established identifiable community of interest among the employes, the County has the burden of establishing the underlying facts necessary to support the conclusion that all 19 employes in 4 positions are confidential, under either of the 2 prongs of Section 301(13) of PERA. In the Matter of the Employes of Tunkhannock Area School District, 29 PPER 29023 (Final Order, 1997); Jeanette City School District, 11 PPER 11122 (Order Directing Submission of Eligibility List, 1980); Old Lycoming Township, 18 PPER 18059 (Final order, 1987).

The term "confidential," as defined in Section 301(13) of PERA, is specific to bargaining and deviates significantly from society's common understanding. Under the first prong of Section 301(13), the Board has required that the employe in question have actual and direct sight, sound, and knowledge of the employer's collective bargaining strategies. Tunkhannock, supra. The Board has held that an employe who accesses, uses, and compiles raw personal employe data, payroll data, and insurance data for reports that may ultimately be used by the employer in the formulation of its collective bargaining strategy is insufficient to remove a person from the bargaining unit and deprive them of their rights under the statute. Tunkhannock, supra. In Tunkhannock, an accounting supervisor, who had access to the employer's financial information, was involved in the cost analysis of fringe benefits, based on both the union's and the employer's proposals. The Tunkhannock Board held that the accounting supervisor did not qualify for the confidential exclusion because the information was not "of such definite nature that the [e]mployer's bargaining strategy would be revealed and the [e]mployer's ability to engage in collective bargaining would be seriously impaired." Id.

In Columbia/Snyder/Montour/Union Mental Health/Mental Retardation Program v. PLRB, 383 A.2d 546 (Pa. Cmwlth. 1978), the Commonwealth Court held that an employe was not confidential even though that employe would have access to and knowledge of budgets, allocations of funds, salaries and memoranda detailing proposed salary increases before that information was made known to the union in bargaining. The collective bargaining information must be of such definite nature that the union would know of the employer's plans if the information were revealed. Bangor Area Sch. Dist., 9 PPER 9295, 533 (Nisi Decision and Order, 1978). Indeed, employes who had access to payroll, grievances, and personal employe information and who had compiled information for collective bargaining and budget preparation, were not confidential because the employe was not privy to the employer's bargaining

strategy. In the Matter of the Employees of Western Beaver County School District, 37 PPER 53 (POUC, 2006).

Initially, it is important to emphasize that the Board has prohibited employers from spreading or distributing confidential duties among various employees to gain confidential exclusions for more employees than are necessary for an employer to develop collective bargaining strategies and engage in collective bargaining. Cheltenham School District, 32 PPER 32098 (Final Order, 2001). In Westmont Hilltop School District, 33 PPER 33067 at 140 (Final Order 2002), the Board further explained that the prohibition applies when "the employer is merely dividing the same work among different individuals in order to exclude more positions from the bargaining unit." Id. For this reason alone, the County's position that 19 IT employees should be excluded from the bargaining unit as confidential is unsustainable.

Also, the record in this case shows that not one of the 19 employees in all four employee classifications or positions has seen, heard, or had any knowledge whatsoever of the County's collective bargaining strategies before presenting them to the Union in bargaining. The data access that Software Systems Specialist and other IT employee have is public information and any reports they generate do not contain collective bargaining strategies or analyses. The record shows that the Enterprise Services Specialists, the Technical Support Specialists, the Software Systems Specialists, and the Network Support Specialists have not worked with management for collective bargaining proposals or strategies. They are not aware of the County's financial position generally or in bargaining. They are unaware of the amount the County spends on, or budgets for, the IT Department. To the extent that an IT employee may learn of management's handling of grievances, the Board has held that access to such information is not confidential because it does not involve knowledge of collective bargaining strategies. Western Beaver, supra.

By way of County IT policy, none of the IT employees are permitted to access any personal files, emails, or computers without permission through the ServiceNow system, and they could be terminated if they did. None of the employees have access to personnel files maintained by management nor do any of them monitor employee computer behavior for misuse. However, even if the IT employees had such access, that potentially private information does not involve collective bargaining strategies and would not support a confidential exclusion. Any information viewed or collected by any of the IT employees simply does not involve or reveal management's collective bargaining strategies.

Section 301(13(ii)) of PERA focuses on the level of association that the alleged confidential employee has with the employer's collective bargaining representative(s). Where said employee has "a close continuing relationship" with involved management personnel, PERA assumes that that employee would have access to information, so that their "inclusion in the bargaining unit would seriously impair the public employer's ability to bargain on a fair and equal footing with the union." PLRB v. Altoona Area School District, 480 Pa. 148, 389 A.2d 553 (1978); see also, North Hills School District v. PLRB, 762 A.2d 1153 (Pa. Cmwlth. 2000). Consistently, "the employees that were found to have a 'close continuing relationship' under Section 301(13) (ii) worked directly for members of the bargaining team and/or performed work related to collective bargaining on a regular basis." Neshannock Educational Support Professionals Ass'n v. PLRB, 22 A.3d 1103 (Pa. Cmwlth. 2011).

The record in this case shows that not one of the 19 IT employees at issue in this case has a "close continuing relationship" with a County management representative involved in developing collective bargaining analyses and strategies for collective bargaining negotiations with the Union. The record shows that CFO Boscola and the Human Resources Director are both directly involved in developing collective bargaining strategies, proposals, and counter proposals for the County. These proposals and strategies are based on ERP reports containing all financial data, input from department heads, input from the court, and directives from the Commissioners. Significantly, CIO Regula is not involved in collective bargaining, and there is no evidence that the managers or supervisors under him, and to whom the IT employees report, are involved in collective bargaining.

In this context, not one of the 19 IT employees at issue in these two petitions works in a close continuing relationship with Mr. Boscola, the Human Resources Director, or anyone else who may be involved in collective bargaining. Although Mr. Fullford is a Technical Specialist assigned to Human Resources, he provides reports to management about employee productivity and caseload assignments. There is no evidence that he works in a "close continuing relationship" with the Human Resources Director such that he is privy to the Director's collective bargaining strategies. The record shows that there are many levels of separation between the 19 IT employees and County management involved in bargaining. The record, therefore, does not support the assumption, within the meaning of North Hills, supra, that any of the 19 IT employees could hear conversations or see documents involving collective bargaining strategies developed and proposed by CIO Boscola or the Human Resources Director, before the Union learns of them.

Accordingly, the Enterprise Services Specialists, the Technical Support Specialists, Software Systems Specialists, and the Network Support Specialists share an identifiable community of interest with the employees in the professional bargaining unit, and they are not confidential employees within the meaning of Section 301(13) of PERA. Therefore, the County's petition for unit clarification seeking to exclude the Software Systems Specialists and the Network Support Specialists is hereby dismissed, and the Union's petition to accrete the Enterprise Services Specialists and the Technical Support Specialists is hereby granted. The professional bargaining unit will be amended to reflect the inclusion of the Enterprise Services Specialists and the Technical Support Specialist. All 19 employees in all four classifications at issue are properly included in the bargaining unit.

CONCLUSION

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

1. The County is a public employer 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.

4. The positions of Enterprise Services Specialist and Technical Support Specialist are professional positions/employees under Section 301(7) of PERA, share an identifiable community of interest with the other employees in the professional bargaining unit, and are properly included in the professional bargaining unit certified by the Board at PERA-R-7503-E with the Service Employees International Union, Local 668 as the certified exclusive collective bargaining representative.

5. The positions of Software Systems Specialist and Network Support Specialist are professional positions/employees under Section 301(7) of PERA, share an identifiable community of interest with the other employees in the professional bargaining unit, and are properly included in the professional bargaining unit certified by the Board at PERA-R-7503-E with the Service Employees International Union, Local 668 as the certified exclusive collective bargaining representative.

6. The positions of Enterprise Services Specialist, Technical Support Specialist, Software Systems Specialist, and Network Support Specialist are not confidential within the meaning of Section 301(13) 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 the petition for unit clarification, filed by the Union at Case No. PERA-U-22-125-E, is granted, and the bargaining unit description for the professional bargaining unit, certified by the Board at Case Number PERA-R-7503-E, is hereby amended to include the positions of Enterprise Services Specialist and Technical Support Specialist; and that the petition for unit clarification, filed by the County at Case No. PERA-U-22-177-E, is dismissed, and that the positions of Software Systems Specialist and Network Support Specialist shall remain in the same professional bargaining unit.

IT IS HEREBY FURTHER ORDERED AND DIRECTED

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

SIGNED, DATED and MAILED at Harrisburg, Pennsylvania, this twentieth day of June, 2023.

PENNSYLVANIA LABOR RELATIONS BOARD

/s/ Jack E. Marino
JACK E. MARINO, Hearing Examiner