COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

EAST STROUDSBURG AREA EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION[1]	:	
v.	:	Case No. PERA-C-22-123-E
EAST STROUDSBURG AREA SCHOOL DISTRICT	:	

PROPOSED DECISION AND ORDER

On May 12, 2022, the East Stroudsburg Area Educational Support Personnel Association (Association or Union) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (Board) against the East Stroudsburg Area School District (District), alleging that the District violated Section 1201(a)(1) and (5) of the Public Employe Relations Act (PERA or Act) by unilaterally increasing the hourly pay rate for bargaining unit employe, Carissa Johnson, on January 24, 2022, to $32.00 an hour, without bargaining with the Association. The Association also alleged that the District violated the Act by negotiating the increased hourly pay rate directly with Johnson, and not the exclusive bargaining representative. The Association further alleged that the District violated the Act by repudiating the terms of a collective bargaining agreement and memorandum of understanding governing the pay rates for information technology employes on January 24, 2022 when the District unilaterally increased the hourly rate for Johnson.

On July 18, 2022, the Secretary of the Board issued a Complaint and Notice of Hearing, assigning the charge to conciliation and directing a hearing on October 13, 2022, if necessary. The hearing was continued to November 16, 2022, at the Association's request and without objection by the District. The hearing ensued on November 16, 2022, at which time the parties were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. The parties each filed post-hearing briefs in support of their respective positions on March 16, 2023.

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

FINDINGS OF FACT

1. The District is a public employer within the meaning of Section 301(1) of PERA. (N.T. 8)

2. The Association is an employe organization within the meaning of Section 301(3) of PERA. (N.T. 8)

3. The Association is the certified bargaining representative for a unit of nonprofessional employes at the District. (Joint Exhibit 1)

[1] The caption appears as amended by the hearing examiner, consistent with the Board's October 17, 1995 Nisi Order of Certification. (PERA-R-95-417-E).

4. The Association and the District are parties to a collective bargaining agreement (CBA) effective July 1, 2017 to June 30, 2022. (Joint Exhibit 2)

5. The CBA, in Appendix B, provides for hourly wages for two different information technology positions, Information Technologist I (IT 1) and Information Technologist II (IT 2). The starting pay rates for the 2021-2022 school year were $23.57 an hour for the IT 1 position and $26.00 an hour for the IT 2 position. (N.T. 18-20; Joint Exhibit 1)

6. The previous CBA had a third hourly pay rate for an Information Technologist III position. That pay rate was eliminated in the current CBA after the 2017-2018 school year. (N.T. 19-20; Joint Exhibit 1)

7. In the spring of 2021, the District contracted with an independent third-party consulting firm, K12 Technology, which reviewed the operations of the District's Technology Services department and made several recommendations for improvement. One of those recommendations included, once again, creating a third category within the Information Technology classification of Information Technologist III (IT 3). (N.T. 135-136, 144, 176-177; Joint Exhibit 2)

8. On July 19, 2021, the District appointed Carissa Johnson to the position of Student Information Analyst (Tech II) at the pay rate of $26.00 an hour. She began working at the District on August 9, 2021 in the Administrative Services department and reports to Anna Marie Bauer, the Director of Child Accounting, and Eric Forsyth, the Director of Communications and Operations. (N.T. 30-32, 63, 98, 104, 118; Exhibit A-1, A-2)

9. The Association and the District bargained Johnson's pay rate in late June 2021. Association President Don Halker reached an agreement of $26.00 an hour with the District's Human Resources Director, Stephen Zall. (N.T. 32-34, 62-63, 165-168; Exhibit A-3)

10. On August 11, 2021, the parties entered into a Memorandum of Understanding (MOU), which was entitled "Creating an Information Technologist Category III for District-wide System Support Responsibilities." Halker signed the MOU for the Association, while Zall signed on behalf of the District. (Joint Exhibit 2)

11. The MOU provides, in relevant part, as follows:

> The parties to this agreement, the [District]...and the [Association]...agree to the following:
>
> A) This Memorandum of Understanding is specific to the Information Technologist Department and the Technology positions covered under the current Support Association [CBA].
> B) The District, based on current district-wide Information Technologist responsibilities, a recent Technology Department external review and to maintain a competitive compensation rate to promote longevity for employees, recommend [sic] creating a third (III) category within the Information Technologist classification.
> C) Category III Information Technologist would cover the following position descriptions/responsibilities which have

district-wide system responsibilities. They include: Server Analyst, Network Analyst and Operations and Telecommunications Analyst.

D) Category III Information Technologist positions for the current employees would be compensated (hourly rate) as follows beginning with the 2021-2022 contractual year: Server Analyst=$32.00, Network Analyst=$32.00, Operations/Telecommunications Analyst=$32.00

E) This category, within the Information Technologist classification, will be added to the CBA.

F) This Agreement shall neither constitute a new practice nor nullify an existing practice.

12. In August 2021, the following employes held the IT positions listed in the MOU: Anthony Calderon, Operations and Telecommunications Analyst; David Cooper, Network Analyst; Edwin Malave, Server Analyst; and Manvel Page, Server Analyst. Calderon, Cooper, Malave, and Page all had more than ten years of service at the District, worked in the IT department and reported to the Director of Technology, Brian Borosh. (N.T. 23-27, 145-146; Exhibit A-1)

13. During negotiations for the MOU, the Association proposed extending the MOU to cover all IT employes who were classified as IT level 2 and increasing their pay to $32.00 an hour. There were at least two other employes in the IT department who were classified as IT level 2, in addition to the four employes holding the Operations and Telecommunications Analyst, Network Analyst, and Server Analyst positions. The District, through Zall, rejected this proposal and insisted the MOU should only cover the three positions listed in the MOU. (N.T. 36-39, 174-175; Exhibit A-4)

14. On September 20, 2021, the District's School Board increased the hourly rates for Calderone, Cooper, Malave, and Page to $32.00 an hour, pursuant to the MOU, effective July 1, 2021. (N.T. 41-42, 148; Exhibit A-5)

15. In January 2022, Zall approached Halker about the District's plan to increase Carissa Johnson's pay rate to $32.00 an hour as well. Halker replied that he would have to discuss that issue with the Association leadership team. (N.T. 43)

16. By email dated January 23, 2022, Halker informed Zall, in relevant part as follows:

> I spoke with the other officers about the [D]istrict wanting to change the MOU. We are not in agreement with changing the MOU. We started negotiations. The [D]istrict can bring this issue to the negotiating table...

(N.T. 43-45; Exhibit A-6)

17. By email dated January 24, 2022, Zall replied to Halker, in relevant part, as follows:

> Just to clarify, my conversation with you was not about the [D]istrict "wanting" to change the MOU. My conversation was about whether the [A]ssociation would want a new MOU for the system analyst position that was overlooked with the initial MOU or if they would want to revise the existing MOU.

> The issue in this case was the [D]istrict overlooking that there was an "analyst" position in your bargaining unit that was outside of the [IT] classification.
>
> If there is no concern with the [D]istrict proceeding with such, then there is no need for an MOU and it can be discussed as an analyst position for the classifications involved during negotiations...

(N.T. 45-46; Exhibit A-6)(Emphasis in original)

18. On January 24, 2022, the District's School Board approved a "Change in Assignment/Transfer" for Johnson, which was from Student Information Analyst (Information Technologist II – Administrative Services) to Student Information Analyst (Information Technologist III – Administrative Services). The School Board indicated that the change was a "[r]eclassification of position." The School Board also approved an increase in Johnson's pay to $32.00 an hour, effective August 9, 2021. (N.T. 46-48, 111-112, 173; Exhibit A-7)

19. The District did not bargain with the Association over the January 24, 2022 pay increase for Johnson to $32.00 an hour and acted unilaterally without the Association's consent. (N.T. 48, 178)

DISCUSSION

The Association argues that the District violated Section 1201(a)(1) and (5) of the Act[2] by unilaterally increasing the hourly rate for Carissa Johnson to $32.00 on January 24, 2022 without bargaining with the Association. The Association submits that the District negotiated the increased hourly pay rate directly with Johnson, and not the exclusive bargaining representative. The Association further maintains that the District's unilateral pay increase for Johnson was a repudiation of the parties' CBA and MOU. The District, on the other hand, contends that its actions were permissible under the MOU because the MOU does not preclude Johnson's position from being classified as a Category III Information Technologist, and the MOU covers Information Technologists with District-wide system responsibilities. The District also asserts that the charge should be dismissed because the District did not unilaterally change the hourly rate of Johnson's position, but rather the District properly reclassified her position based on the duties she performs and paid her the hourly rate in line with her position in the MOU. The District likewise claims that past practice shows it has reclassified employes before without bargaining with the Association and that the District has the authority to do so under the School Board's policy establishing terms and conditions of employment for each employe.

[2] Section 1201(a) of PERA provides that "[p]ublic employers, their agents or representatives are prohibited from: (1) Interfering, restraining or coercing employes in the exercise of the rights guaranteed in Article IV of this act...(5) Refusing to bargain collectively in good faith with an employe representative which is the exclusive representative of employes in an appropriate unit, including but not limited to the discussing of grievances with the exclusive representative. 43 P.S. § 1101.1201.

A public employer commits an unfair practice within the meaning of Section 1201(a)(1) and (5) of the Act by unilaterally changing employe terms and conditions of employment, which includes compensation in the form of wages and medical benefits. PSSU Local 668, SEIU v. Franklin County, 34 PPER ¶ 121 (Proposed Decision and Order, 2003)(*citing* Appeal of Cumberland Valley School District, 394 A.2d 946 (Pa. 1978)). A public employer also commits an unfair practice by bypassing the designated bargaining representative of the employes and negotiating directly with employes in the bargaining unit. AFSCME Local No. 1971 v. Philadelphia Office of Housing and Community Development, 31 PPER ¶ 31055 (Final Order, 2000).

In Millcreek Township School District v. PLRB, 631 A.2d 734 (Pa. Cmwlth. 1993), the Commonwealth Court opined:

> The rationale for considering the unilateral grant of benefits to be an unfair labor practice is that, even if unintentional, the role of the collective bargaining agent as the sole representative of all employees would be undermined if the school district could unilaterally bargain to give individual employees greater benefits than those negotiated for employees who bargained collectively. The issue is not whether the change is a benefit or a detriment to the employees, but whether it affects a mandatory subject of bargaining, i.e. wages, hours or other terms or conditions of employment. A unilateral change in a mandatory subject of bargaining constitutes a refusal to bargain in good faith and is an unfair labor practice because it undermines the collective bargaining process which is favored in this Commonwealth.

Id. at 738.

In this case, the Association has sustained its burden of proving that the District violated the Act by bypassing the exclusive bargaining representative and unilaterally increasing Carissa Johnson's hourly rate of pay to $32.00 an hour on January 24, 2022 without bargaining with the Association. The record shows that the District appointed Johnson to the position of Student Information Analyst at the rate of $26.00 an hour on July 19, 2021 and that she began working at the District on August 9, 2021. The parties reached an agreement for Johnson to start at the $26.00 rate in late June 2021, which was consistent with the contractual rates for the IT 2 position during the 2021-2022 school year. In January 2022, the District's Human Resources Director, Stephen Zall, talked to the Association President, Don Halker, about the District's plan to increase Johnson's pay rate to $32.00 an hour. However, Halker did not agree to the pay increase and instead told Zall he would discuss it with the Association's leadership team. On January 23, 2022, Halker informed Zall via email that the Association had rejected his proposal. Nevertheless, the District went forward with the plan and unilaterally increased Johnson's pay to $32.00 an hour on January 24, 2022. This was a clear refusal to bargain and plain evidence of direct dealing in violation of the Act.

The District argues in its post-hearing brief that the charge should be dismissed because its action were permissible under the MOU, since the MOU does not preclude Johnson's position from being classified as a Category III Information Technologist. Likewise, the District maintains that it was permitted to unilaterally increase Johnson's pay rate because Johnson's position is covered by the MOU given the fact that she allegedly has

District-wide system responsibilities. However, the District's arguments are without merit.

It is well settled that the Board exists to remedy violations of statute, i.e., unfair labor practices, and not violations of contract. Pennsylvania State Troopers Ass'n v. PLRB, 761 A.2d 645 (Pa. Cmwlth. 2000). Where a breach of contract is alleged, interpretation of collective bargaining agreements typically is for the arbitrator under the grievance procedure set forth in the parties' collective bargaining agreement. *Id.* at 649. However, the Board will review an agreement to determine whether the employer has clearly repudiated its provisions because such a repudiation may constitute both an unfair labor practice and a grievance. *Id.*

In addition, the Board has adopted the sound arguable basis or contractual privilege defense to a claimed refusal to bargain, which calls for the dismissal of a charge when the employer establishes a sound arguable basis in the language of the parties' collective bargaining agreement, or other bargained-for agreement, for the claim that the employer's action was permissible, i.e. contractually privileged under the terms of that agreement. Temple University Hospital Nurses Ass'n et. al. v. Temple University Health System, 41 PPER ¶ 3 (Final Order, 2010). Where the employer asserts a contractual right to change a mandatory subject of bargaining, it must point to specific, agreed-upon contract language which arguably indicates the union expressly and intentionally authorized the employer to take the precise unilateral action at issue. *Id.* citing Port Authority Transit Police Ass'n v. Port Authority of Allegheny County, 39 PPER 147 (Final Order, 2008). An employer's action must be in accordance with the terms of the contract as he construes it for the contractual privilege defense to apply. Port Authority Transit Police Ass'n v. Port Authority of Allegheny County, 39 PPER 104 (Proposed Decision and Order, 2008).

Here, the District is not shielded by the contractual privilege defense for a number of reasons. First of all, the District is unable to identify any contract language, either in the CBA or the MOU, that arguably gives the District the authority to unilaterally alter Johnson's wages. The CBA clearly sets forth a starting pay rate of $26.00 an hour for IT 2 employes during the 2021-2022 school year. And, while the MOU certainly creates the existence of a Category III Information Technologist position, the MOU is specifically limited in scope to the three positions delineated therein. Indeed, the MOU expressly provides that "Category III Information Technologist would cover the following position descriptions/responsibilities which have district-wide system responsibilities. They include: ***Server Analyst, Network Analyst and Operations and Telecommunications Analyst***." (Emphasis added). The MOU further provides that "Category III Information Technologist positions for the ***current employees*** would be compensated (hourly rate) as follows beginning with the 2021-2022 contractual year: ***Server Analyst=$32.00, Network Analyst=$32.00, Operations/Telecommunications Analyst=$32.00***." (Emphasis added).

Thus, the IT 3 classification covers only three positions, Server Analyst, Network Analyst, and Operations and Telecommunications Analyst, which all have an hourly rate of $32.00. The MOU is completely devoid of any mention whatsoever of Johnson's position of Student Information Analyst. Nevertheless, the District unilaterally changed Johnson's job title on January 24, 2022 from Student Information Analyst (Information Technologist II – Administrative Services) to Student Information Analyst (Information Technologist III – Administrative Services) and her pay rate of $26.00 an

hour to $32.00 an hour. Unfortunately for the District, the August 2021 MOU creating the Information Technologist III classification does not cover the Student Information Analyst position held by Johnson. The District claims it was contractually privileged to unilaterally change Johnson's wages "because the MOU does not explicitly limit Category III Information Technologist positions to Information Technologists only in the tech department..." *See* District Brief at 12. However, this contention is belied by the plain language of the MOU, which expressly limits its application to "the current employees" holding the titles of Server Analyst, Network Analyst, and Operations and Telecommunications Analyst positions. The District would have the Board read the MOU as stating that the Category III Information Technologist includes "but is not limited to" the Server Analyst, Network Analyst, and Operations and Telecommunications Analyst positions. But that is not what the MOU says. Further, the District urges the Board to read the MOU without the express limitation of "the current employes" holding those three delineated classifications. Had the District simply reclassified Johnson's position to one of the classifications listed in the MOU, then a different result may obtain. Instead, the District reclassified Johnson's position to Student Information Analyst (Information Technologist III – Administrative Services), which is a new position appearing nowhere in the CBA or MOU, and for which the parties have never bargained the wages.

Nor is it a contractual privilege defense for the District to rely on Johnson's alleged District-wide system responsibilities. Although the MOU states that the "Category III Information Technologist would cover the following position descriptions/responsibilities which have district-wide system responsibilities," it nevertheless limits the scope of the MOU in the very next sentence to the three specific positions already set forth above. Once again, the District would have the Board read the MOU as somehow requiring that all positions with "district-wide system responsibilities" be included. But such a conclusion would require adding terms to the parties' agreement. That the parties included references to the "district-wide system responsibilities" of the three positions referenced in the MOU is hardly enough to find the District had a sound arguable basis to interpret the MOU as permitting it to grant the same $32.00 an hour wage increase to other positions not specifically mentioned therein, especially where the MOU is so clearly limited to those three specific positions. In fact, the actions of the District and its Human Resources Director, Stephen Zall, compel a different result.

As the Association points out, the record shows that, after the parties entered into the MOU in August 2021, the District's School Board increased the hourly wages of the four employes holding the positions of Server Analyst, Network Analyst, and Operations and Telecommunications Analyst to $32.00 an hour on September 20, 2021. However, the District did not increase the hourly rate of Johnson's position at that time. Had the District really believed that the MOU required it to increase the hourly pay rate for Johnson's position due to her alleged "District-wide system responsibilities," it is curious why the District did not take such action in September 2021 when it increased the pay for the three other positions. Instead, the District waited until January 2022 when Zall approached the Association about the change. Of course, the District only acted unilaterally after the Association rejected the proposal on January 23, 2022. Why the District did not just change Johnson's hourly wages unilaterally without consulting the Association if it believed it had the authority, or even the obligation, to do so is unclear. Perhaps because Zall repeatedly admitted during the hearing that the MOU does not include Johnson's position

at all. (N.T. 153, 155, 181-182). Specifically, Zall admitted that he drafted the MOU, that the MOU did not include Johnson's position, and that it was simply an oversight for the District to not include Johnson's position in the MOU. (N.T. 153-155, 171, 181-182; Exhibit A-6). This is fatal to the District's contractual privilege defense because the District's actions have not been in accordance with the terms of the contract, as the District is construing it during this proceeding.

In any event, the MOU further provides that "[t]his Agreement shall neither constitute a new practice nor nullify an existing practice." This language simply cannot be read as permitting the District to unilaterally increase Johnson's wages by reclassifying her position to a Student Information Analyst, Category III Information Technologist. To the contrary, this provision specifically prohibits the parties from adding other positions and expressly precludes the District from taking the very action it did here. As a result, it must be concluded that the District has repudiated both the CBA, which provides for a $26.00 an hour rate for Johnson as an IT 2 employe, and the MOU, which creates an IT 3 classification for three specific positions, which does not include Johnson's newly created position.

The fact that the District created a new bargaining unit position requires it to bargain the wages for that position. The District acknowledges this by arguing in its post-hearing brief that this was not a violation of the Act because the parties allegedly have a past practice of allowing the District to reclassify employes without bargaining with the Association. To that end, Zall testified that two maintenance workers were purportedly reclassified to a position which was more consistent with their responsibilities on April 26, 2022. (N.T. 156-162; Exhibit D-9). However, there is no evidence that those two maintenance employes received a unilateral pay increase pursuant to a reclassification to a newly created position, over which the parties have never bargained. And, even if there was evidence that the District unilaterally increased wages for these two maintenance employes, the Board has long held that a union does not forever waive its right to bargain future changes to a mandatory subject by its acquiescence, either express or implied, to the employer's previous unilateral changes in the subject matter. Temple University Health System, 41 PPER 3 (Final Order, 2010). As such, the District's past practice argument must be rejected.

Next, the District suggested during the hearing that it did not directly negotiate with Johnson regarding her pay and instead simply increased her pay without her input, such that there was no direct dealing. Johnson testified that nobody from the District negotiated her salary or hourly rate with her, while Zall claimed he never even had any conversation with Johnson about her wages. (N.T. 78, 155). Leaving aside the questionable[3] nature of this testimony, it is of no consequence whether the District ever specifically negotiated the pay increase with Johnson. All that is necessary to sustain the direct dealing charge is that the District, acting unilaterally and without the Association's consent, increased Johnson's rate of pay on January 24, 2022 and that Johnson accepted it. The record here undeniably shows that the District circumvented the exclusive bargaining representative and unilaterally granted a pay increase to a bargaining unit employe on January 24, 2022 in direct contravention of the

[3] The District would have the Board believe that apparently it goes around granting unsolicited pay raises to employes without so much as a single, spoken word between the employe and management.

Act. What is more, the record also shows that the District could have received the bargain it desired had the District simply agreed to the Association's proposal during the summer of 2021 to increase all IT 2 level employes to $32.00 an hour. However, the District rejected this proposal. The Board's law prohibits the District from obtaining through unilateral action and direct dealing what it could not obtain or would not accept during bargaining.

Finally, the District points to its School Board policy set forth in Exhibit D-8 as support for its alleged authority to "establish the terms of employment for each classified employee." *See* District Brief at 9. According to the District, the policy gives the District's School Board the authority to appropriately place employes in their correct classifications and pay the employes the proscribed rate for their correct position under the CBA and any MOU's clarifying the CBA. *Id.* However, the District's policy only gives the District authority to place new employes into classifications, which have pay rates that the parties have already bargained, consistent with the Act. Indeed, the District's policy only recognizes two classified IT positions, Information Technologist I and II. The policy is devoid of any mention of an Information Technologist III position, which was not bargained until the parties entered the August 2021 MOU. While the District is free to create new positions, the District is still obligated to bargain with the Association over the wages and other terms and conditions of employment for those newly created positions. And, here, the record shows that the District bargained the wages for the Category III Information Technologist position with the Association by entering the August 2021 MOU, which is limited to the Server Analyst, Network Analyst, and Operations and Telecommunications Analyst positions. The MOU does not cover Johnson's Student Information Analyst, IT 3 position, which was newly created and never bargained by the parties. Therefore, the District will be found in violation of the Act and directed to rescind the January 24, 2022 unilateral pay increase for Johnson.[4]

CONCLUSIONS

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

1. The District is a public employer within the meaning of Section 301(1) of PERA.

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

3. The Board has jurisdiction over the parties hereto.

4. The District has committed unfair practices in violation of Section 1201(a)(1) and (5) of PERA.

ORDER

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

[4] Of course, the remedy will be limited to prospective relief only in this regard, such that Johnson will not be required to pay back her excess wages, due to the District's unfair practices.

HEREBY ORDERS AND DIRECTS

That the District shall:

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

2. Cease and desist from refusing to bargain collectively in good faith with the employe organization which is the exclusive representative of employes in the appropriate unit, including but not limited to discussing of grievances with the exclusive representative.

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

(a) Immediately rescind the January 24, 2022 pay increase to $32.00 an hour for Carissa Johnson and return Johnson to her $26.00 an hour rate consistent with the CBA, on a prospective basis only;

(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;

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

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

IT IS HEREBY FURTHER ORDERED AND DIRECTED

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

SIGNED, DATED AND MAILED from Harrisburg, Pennsylvania this 30th day of May, 2023.

PENNSYLVANIA LABOR RELATIONS BOARD

/s/ John Pozniak
John Pozniak, Hearing Examiner

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

EAST STROUDSBURG AREA EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION	:	
v.	:	Case No. PERA-C-22-123-E
EAST STROUDSBURG AREA SCHOOL DISTRICT	:	

AFFIDAVIT OF COMPLIANCE

East Stroudsburg Area School District hereby certifies that it has ceased and desisted from its violations of Section 1201(a)(1) and (5) of the Public Employe Relations Act; that it has complied with the Proposed Decision and Order as directed therein by immediately rescinding the January 24, 2022 pay increase to $32.00 an hour to Carissa Johnson and immediately returning Johnson to her $26.00 an hour rate, consistent with the CBA, on a prospective basis only; 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