

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

EAST STROUDSBURG AREA EDUCATION :
SUPPORT PROFESSIONALS ASSOCIATION¹ :
 :
v. : CASE NO. PERA-C-22-104-E
 :
EAST STROUDSBURG AREA SCHOOL DISTRICT :

PROPOSED DECISION AND ORDER

On April 7, 2022, East Stroudsburg Area Education Support Professional Association (Union or Association) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (Board) alleging that the East Stroudsburg Area School District (District) violated Section 1201(a)(1) and (5) of the Public Employe Relations Act (Act or PERA). The Union specifically alleged that the District unilaterally designated the newly created position of Payroll Coordinator as a non-unit, "Act-93" position, with pay and benefits outside the parties' collective bargaining agreement (CBA), without bargaining with the Union or filing a unit clarification petition with the Board. The Union further alleged that the District diverted bargaining unit work to the new Payroll Coordinator.

On May 17, 2022, the Secretary of the Board issued a Complaint and Notice of Hearing designating a hearing date of September 28, 2022, in Harrisburg. The hearing was continued to December 5, 2022. During the hearing on that date, both parties in interest were granted a full and fair opportunity to present testimony, introduce documents, and cross-examine witnesses. On March 28, 2023, the Union filed its post-hearing brief. On May 26, 2023, the District filed its post-hearing brief.

The examiner, based upon all matters 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. 6)
2. The Union is an employe organization within the meaning of Section 301(3) of PERA. (N.T. 6)
3. The parties stipulated and agreed that the District has not filed a petition for unit clarification with the Board regarding the position of Payroll Coordinator. (N.T. 19)

¹ The bargaining unit certification certified the East Stroudsburg Area Education Support "Personnel" Association as the exclusive bargaining unit representative. A subsequent Nisi Order of Unit Clarification amended the bargaining unit description as represented by the "Personnel" Association. A later Nisi Order of Unit Clarification amended the bargaining unit as represented by the "Professionals" Association. The filings in this case designate the unit representative as the "Professionals" Association.

4. The Board's certified bargaining unit description includes, in relevant part, payroll clerks, tax collector/receptionists, and accounts payable bookkeepers. (N.T. 26, JX-1)

5. Article III of the parties' CBA recognizes the Association as the exclusive collective bargaining representative of a bargaining unit of employees which includes "business office personnel (BOP)." The CBA governs the bargained-for wages and working conditions for business office employees, who are classified as either BOP I, BOP II, or BOP III. The classification of BOP I includes payroll clerks, accounts payable clerks, and registration secretary. The classification of BOP II includes accountants and bookkeepers.² (N.T. 21, 25-26, 28; JX-2 at 35 & 49)

6. Business office personnel manage the revenue received by the District and the money paid out by the District. They ensure that wages are properly paid to employees. They also ensure that taxes are properly withheld and forwarded to local, state, and federal governments and that other deductions, such as pension contributions, are properly forwarded to PSERS. (N.T. 27)

7. Prior to January 2022, the District employed 3 bargaining unit payroll clerks in the Payroll Department—Jill Quinn, Paige Werkheiser, and Daisy Vasquez. Between January 6, 2022 and January 11, 2022, the District posted the new Payroll Coordinator, Act-93 position for applicants. (N.T. 33, 42-45, 49-52, 89-90)

8. The school board meeting minutes for the public meeting held on January 24, 2022, shows that, on that date, the District accepted Deana Morabito's resignation from a bargaining unit BOP II Accountant position and appointed her to the new position of Payroll Coordinator classified by the District as an Act-93 position. As Payroll Coordinator, Ms. Morabito works in the Administration Building in the Business Office Payroll Department and has been working there since January 2022. Ms. Morabito's starting annual salary, as Payroll Coordinator, was \$61,930, which matches the salary for "Coordinator" on the pay scale included on page 5 of the Act-93 Administrative Compensation Plan for the 21-22 and 22-23 school years. It does not match any salary in the CBA. (N.T. 29-31, 35-40, 61, 89-90; AXs-1 & 2)

9. Also, at the January 24, 2022, school board meeting, the District officially transferred Ms. Quinn from BOP I Payroll Clerk in the Payroll Department to BOP II Bookkeeper in the Pupil Services Department, in the same Building, with an effective date of January 25, 2022. Ms. Quinn was physically transferred in December 2021. (N.T. 43-45, 75, 80-81; AX-1)

10. When the District transferred Ms. Quinn to Pupil Services, the Payroll Department went from 3 bargaining unit employees to 2 bargaining unit employees—Paige Werkheiser and Daisy Vasquez. Ms. Quinn's BOP I position in Payroll remains vacant. (N.T. 60-61, 90)

11. When Jill Quinn was a bargaining unit BOP I Payroll Clerk, she was responsible for all changes in employee payroll status including placing

² The wage scale on page 49 of the CBA does not identify the positions included in the BOP III classification and includes the BOP III classification for the 2017-2018 school year only.

new hires on the payroll, adjusting the payroll records for reassigned employees, including proration of teacher salaries, and entering payroll contributions in the PSERS system and VOYA, which is a subsidiary of PSERS. She prepared and filed monthly PSERS reports on the 10th and 20th of every month, including changes to pension contributions resulting from employee reclassifications or terminations. Ms. Quinn also entered and recorded employee absences, substitutions, and terminations in the "AESOP" system. (N.T. 52-55, 58, 64-65, 76-79, 80)

12. The job description for the unit position of Payroll Clerk includes the preparing and filing of monthly PSERS reports. Daisy Vasquez is a unit member in the Payroll Department. Her duties mainly include making changes in payroll deductions and verifying employment. (N.T. 59-60, 103-104; DX-2)

13. Ms. Morabito's post-January 2022 duties, as Payroll Coordinator, include PSERS and VOYA reporting. She accesses the employee withholding information and compares it to the PSERS reports. Currently, Ms. Morabito files a monthly report containing employee contributions to PSERS on the 10th and the 20th of every month. Preparing and filing these monthly reports is the largest work duty performed by Ms. Morabito since she arrived in Payroll. These duties were performed by Ms. Quinn when she was working in the Payroll Department as a bargaining unit BOP I. (N.T. 61-62, 64-65, 78-81)

14. Salary changes made by the personnel in the Payroll Department must go through an approval process. Approved salary changes are then "output-posted," which means that the approved, changed data is entered into the payroll system. Before January 2022, Ms. Werkheiser and Ms. Vasquez initiated the salary change process and Ms. Morabito, as a bargaining unit member in the Business Office, was responsible for the final approval for output posting. Ms. Morabito still reviews payroll changes for final approval in her new position outside of the bargaining unit as Payroll Coordinator. Prior to February 2021, Ms. Morabito shared the approval for output posting with the former Business Manager, Tom McIntyre. (N.T. 66-69, 72)

15. AESOP is a computer application in which employees enter their days off and designate the time off as either sick, personal, or vacation. A substitute would use AESOP to enter their hours and the employee for whom he/she was substituting. The system approves the substitute. Ms. Quinn accessed the AESOP reports for professional employee absences. She verified the payroll with the payroll secretary. (N.T. 55-58, 76-77, 80)

16. After Ms. Quinn left the Payroll Department, Payroll Coordinator Morabito entered employee absences in AESOP. Ms. Morabito accessed the reports for the professional employee absences and substitutions, verified the information and assisted Ms. Werkheiser and Ms. Vasquez with entering the verified information into the records system. (N.T. 69-70)

17. Craig Neiman has been the Chief Financial Officer for the District since February 2021. Mr. Neiman credibly testified that the Job Description for the Payroll Coordinator accurately reflects the job duties actually performed by Ms. Morabito. Ms. Quinn credibly testified that the Job Description for the Payroll Coordinator includes duties that were performed by Ms. Quinn when she was a Payroll Clerk. (N.T. 87, 93 102, 113-115; DX-1)

18. The bargaining unit Payroll Clerks actually performed the following duties, that Mr. Neiman testified are also actually being performed

by Payroll Coordinator Morabito. They ensured accurate calculation of wages, tax withholdings, and deductions; coordinated payroll related system upgrades and enhancements and worked with upgraded systems; developed best practices to improve efficiency; oversaw and regulated daily workflow of the Payroll Department; facilitated audits by providing records and documentation to auditors; assisted employees with resolving errors or responding to inquiries; acted as first level of contact for complaints or complex error resolution, i.e., all 3 Payroll Clerks immediately helped people with complaints by accessing records to verify accuracy or find errors; complied with federal, state, and local legal requirements by studying new and existing laws, enforcing adherence to requirements, and advising administration; protected confidentiality of payroll information; coordinated with HR and Business Office personnel to effectuate payroll processing; ensured accurate accounting and reporting on all payroll related feeds; troubleshooted payroll issues and performed reconciliation to correct discrepancies. (N.T. 113-121; DX-1)

DISCUSSION

The Union argues that the District engaged in unfair practices by transferring Ms. Morabito to a position that it unlawfully designated as administrative and unlawfully increased her pay, inconsistent with the CBA. The Union further contends that the District diverted bargaining unit work to Ms. Morabito after she became the Payroll Coordinator. (Union Brief at 8-16).

The District parries that neither Ms. Morabito nor her position were unilaterally removed from the bargaining unit. Instead, contends the District, Ms. Morabito was awarded the new position of Payroll Coordinator and promoted out of her former bargaining unit BOP position and that there are still 3 bargaining unit payroll clerk positions in the Payroll Department, even though one remains vacant. (District Brief at 6-7, 8-9). The District also maintains that it disproved the allegation that Ms. Morabito took bargaining unit work with her to her new, non-unit position and that her current duties have not been previously performed by her or anyone in the bargaining unit. (District Brief at 7 & 9).

The District also contends that Payroll Coordinator Morabito coordinates system upgrades, trains payroll clerks, updates department procedures, and implements those changes across the District. The District recognizes that one of Ms. Morabito's main duties is PSERS reporting, which was formerly performed by bargaining unit member Jill Quinn. The District, however, argues that there were changes to PSERS reporting, which were not in effect when Ms. Quinn was doing PSERS reporting, and that PSERS reporting was also done by the former Business Manager, who was not in the bargaining unit. (District Brief at 7-8). The District also maintains that it never altered the salary of a BOP position, rather it implemented Ms. Morabito's administrative salary, pursuant to the Act-93 Administrative Compensation Plan, after she was awarded the Payroll Coordinator position. (District Brief at 8).

A public employer commits an unfair practice under PERA by unilaterally excluding a new position from the bargaining unit without agreement from the Union or an order from the Board. In Allentown Education Association and Allentown Secretarial Educational Support Personnel Association v. Allentown City School District (Allentown), 54 PPER 1517 (Final Order, 2018), the employer created several 12-month, Act-93 administrative positions and

transferred the duties of bargaining unit positions to the employees in those alleged administrative positions. The school district recognized that some of the duties of the new "administrators" were the same as the duties performed by the bargaining unit employees, but the district argued that those duties were now performed with managerial and/or supervisory authority. The Allentown Board stated that "the [d]istrict's arguments are of no moment outside the context of a unit clarification petition filed under Section 95.23 of the Board's Rules and Regulations." The Allentown Board further emphasized that an employer commits an unfair practice by unilaterally redefining the bargaining unit through the creation of positions that effectively remove positions and/or duties from the bargaining unit.

The Board reached the same conclusion in Teamsters Local 430 v. Manchester Ambulance Club, 32 PPER 32039 (Final Order, 2001). In that case, the Board certified a bargaining unit of 2 employees, after which 1 employee resigned. The employer took the position that it did not have to bargain with the union because the unit contained only 1 employee. Approximately 1.5 months later, the employer hired another employee, unilaterally declared the new hire a supervisor, and excluded the position from the bargaining unit. The employer then again refused to bargain with the union because the unit allegedly had 1 employee. The Manchester Board rejected the employer's unilateral exclusion of a position from the bargaining unit, and its unilateral determination that the position met the criteria for a statutory exclusion. *Id.* The Manchester Board relied on Community College of Beaver County v. PLRB, 24 PPER 24110 (Beaver County Court of Common Pleas, 1992), and concluded that the employer cannot unilaterally determine that an employee is excluded from the bargaining unit and thereby usurp the authority, function, and jurisdiction of the Board. Even with union consent, the parties must jointly petition the Board for review and to officially amend the bargaining unit description.

The creation of a position is well within the District's managerial prerogatives. The parties stipulated that the District did not petition the Board for a determination of whether the Payroll Coordinator position should be excluded from the bargaining unit. When the District awarded the new position of Payroll Coordinator to Ms. Morabito, the position was not an existing administrative classification that was already excluded from the bargaining unit or a new position that was in addition to a position classification already excluded from the bargaining unit (e.g., an additional assistant school principal position). The fact that the Act-93 Administrative Compensation Plan includes a salary for "Coordinator" does not authorize the District to unilaterally designate a new position as a "Payroll Coordinator" and exclude it from the bargaining unit before the Board can evaluate the job duties of the position holder. The Administrative Compensation Plan pay scale merely refers to a generic classification of "coordinator" positions already excluded. That pay scale does not apply to newly created position classifications that the District unilaterally designates as administrative by declaring them to be a new type of coordinator that was not previously recognized by the Act-93 Plan.

Indeed, page 4 of the Act-93 Compensation Plan, provides that "[t]he term 'Administrator' shall include the following positions for the purpose of this plan[,]" and a list of Act-93 Administrators at the District follows. Significantly, the position of Payroll Coordinator is not on that list. The Plan does **not** provide that the term "Administrator" shall include **but shall not be limited to** the positions on the list. The positions of Access Coordinator, Coordinator of Administrative Services, Coordinator of Federal

Grants and Programs, School Safety and Security Coordinator, and Social Services Coordinator(s) are explicitly included in the list of specific coordinators who are excluded from the bargaining unit as Act-93 Administrators. The generic term "coordinator" in the Act-93 Administrative Compensation Plan salary schedule applies to this list of 5 coordinator positions only, not to the Payroll Coordinator. In this regard, the District, for example, could certainly create an additional Social Service Coordinator position and unilaterally exclude that position from the bargaining unit. The District may not, however, create the completely new position of Payroll Coordinator and unilaterally exclude that position from the unit, where the position has never before been included in the Administrative class of employees specifically identified in the Act-93 Compensation Plan or has never before been determined to be an Act-93 position by the parties or the Board.

The District argues that it did not unilaterally remove a bargaining unit position, rather it created an administrative position and promoted Ms. Morabito into it, as evidenced by the fact that all 3 bargaining unit positions remain in payroll. However, the same result obtains whether the District removes a position from the bargaining unit by designating it as administrative and the bargaining unit loses a position or whether the employer creates a new position, never before included in its list of administrative positions, leaving the same number of positions in the unit but designating the new position as administrative without Union or Board approval. New positions must go into the bargaining unit unless the new position is additional to positions or classifications that are already excluded as administrative, such as a new, additional Assistant High School Principal or an additional Social Services Coordinator.³ This would not apply in the case of a confidential exclusion.

An employer creating an additional position for a classification already and specifically defined as an administrator by meeting the requirements of a manager or supervisor, such as the addition of a Social Services Coordinator position, is different than an employer unilaterally excluding an additional administrative assistant position as confidential, where other administrative assistants have been deemed confidential by the Board or both parties. The statutory exclusion for a confidential employee must be determined on an individual, case-by-case basis. There is no position classification that qualifies for the confidential exclusion like there is for a classification that qualifies for the supervisor or manager exclusion. Any employee deemed confidential, regardless of classification, must be placed in the bargaining unit until the Board determines that the position meets the criteria for a confidential employee exclusion. An employee is not deemed

³ In the Matter of the Employees of East Stroudsburg Area School District, 52 PPER 51 (Final Order, 2021), was a unit clarification proceeding involving this same District. The Board in that case affirmed the examiner's order, concluding that the Coordinators for Social Services were properly excluded from the bargaining unit, after evaluating the job duties relevant to the statutory exclusions. However, the job duties relevant to determine whether to exclude the Payroll Coordinator position are not properly evaluated in this unfair practice proceeding. Accordingly, I will not address the District's argument that Ms. Morabito, as Payroll Coordinator, completes the annual review for Ms. Werkheiser. In contrast, Ms. Morabito's job duties are indeed properly evaluated here as they relate to the alleged removal of bargaining unit work.

confidential, and thereby excluded from the bargaining unit, by virtue of sharing a job title with another employe who is confidential.

The District engaged in a *per se* unfair practice by unilaterally designating the position of Payroll Coordinator as an Act 93 position excluded from the non-professional bargaining unit, without seeking the Board's approval, and by not paying Ms. Morabito according to the CBA. Also, Ms. Morabito's acceptance of the District's offer of a higher salary beyond the wage scale in the CBA constitutes a direct deal with Ms. Morabito regarding pay in violation of the District's bargaining obligation to the Union.

The Union also contends that the District diverted bargaining unit work to the Payroll Coordinator. The Board in Allentown, supra, reiterated the frequently stated rule that "a public employer commits an unfair labor practice if it unilaterally shifts any bargaining unit work to non-members without first bargaining." AFSCME v. PLRB, 616 A.2d 135, 138 (Pa. Cmwlth. 1992); City of Harrisburg v. PLRB, 605 A.2d 440 (Pa. Cmwlth. 1992) (emphasis original). With similar facts to the case *sub judice*, the Allentown Board opined as follows:

Accordingly, it is well settled that where any of the duties of the [new administrators] were previously performed by the bargaining unit employes, the District committed an unfair practice by unilaterally making such an assignment without having submitted the matter to the collective bargaining process or to the Board through a unit clarification proceeding. It is well-established that in the absence of an agreement with the Union or a unit clarification petition filed with the Board, the fact that any bargaining unit work is being performed by the [new administrators] who have been unilaterally deemed outside the bargaining unit by the District, is *per se* an unfair practice committed by the District.

Allentown, 54 PPER 1517 (citations omitted).

The District, here, unlawfully removed bargaining unit work by having Ms. Morabito perform duties that she previously performed as a bargaining unit member and that unit member Jill Quinn performed when she was in payroll before her transfer to Pupil Services. Prior to January 24, 2022, the Payroll Department had 3 bargaining unit employes including: Jill Quinn, Paige Werkheiser, and Daisy Vasquez. After Jill Quinn transferred to Pupil Services, the District left her bargaining unit position in Payroll vacant, and it promoted Ms. Morabito into the newly created "administrative" position of Payroll Coordinator where she performs bargaining unit work.

Specifically, when Jill Quinn was a bargaining unit BOP I Payroll Clerk, she was responsible for all changes in employe payroll status including placing new hires on the payroll, adjusting the payroll records for transferred or reassigned employes, including proration of teacher salaries, and entering payroll contributions in the PSERS system and VOYA, which is a subsidiary of PSERS. When Ms. Quinn was in Payroll, she prepared and filed monthly PSERS reports on the 10th and 20th of every month, including changes to pension contributions resulting from employe reclassifications or terminations. She additionally entered and/or verified absences, substitutions, and terminations in AESOP. The job description for the bargaining unit position of Payroll Clerk corroborates that it is the function of the Payroll Clerk to prepare and file monthly PSERS reports. As a

bargaining unit member in Payroll, Ms. Vasquez verified employment status, and changes thereto, and made payroll deductions for employe payroll.

Currently, Ms. Morabito, as Payroll Coordinator, now files the monthly PSERS and VOYA reports on the 10th and the 20th of the month. Preparing and filing these monthly reports is the largest work duty performed by Ms. Morabito since she arrived in Payroll. Ms. Morabito accesses the employe withholding information and compares it to the PSERS reports. Also, Ms. Morabito accesses the reports for the professional employe absences and substitutions in AESOP, and she enters the verified information into the records system. All these duties were performed by Ms. Quinn when she was working in the Payroll Department as a bargaining unit BOP I employe.

The District implies that PSERS reporting changed after Ms. Morabito began doing that work arguing that Ms. Morabito is not doing bargaining unit work. However, the record does not establish that the PSERS reporting changed; it only establishes that Ms. Werkheiser was unaware if PSERS reporting had changed. The record does establish that Ms. Morabito does many of the same or similar duties with regard to PSERS reporting as Ms. Quinn had done. Moreover, changes in the manner or methods of PSERS reporting is still PSERS reporting and is still bargaining unit work despite changes in method or protocol. Similarly, by way of example, changes in the manner in which algebra is taught at the District still constitutes teaching math and bargaining unit work for the professional unit.

The District also mistakenly argues that PSERS reporting was shared with management, and it was not exclusively performed bargaining unit work because the former business manager did that work. However, the record shows that Ms. Morabito, as a bargaining unit member, shared the work of output posting with former Business Manager McIntyre, not PSERS reporting. Therefore, PSERS reporting is exclusively performed bargaining unit work.

Before January 2022, Ms. Werkheiser and Ms. Vasquez initiated the salary change process and Ms. Morabito, as a bargaining unit member in the Business Office, was responsible for the final approval for output posting. Ms. Morabito still reviews payroll changes for final approval in her new position outside of the bargaining unit as Payroll Coordinator. As previously stated, Business Manager McIntyre did a significant amount of the output posting. The record, therefore, does not establish an identifiable amount of output posting that was exclusively performed by Ms. Morabito when she was a bargaining unit member. Accordingly, output posting is not exclusively performed bargaining unit work, and it was not unlawfully diverted.

Mr. Neiman credibly testified that the duties listed on the Payroll Coordinator job description are actually being performed by the Payroll Coordinator, Ms. Morabito. Ms. Quinn also credibly testified that the bargaining unit Payroll Clerks had performed many of duties listed on the Payroll Coordinator's job description.

Payroll Coordinator Morabito now actually performs many of the same duties that the Payroll Clerks had exclusively performed such as the following: they ensured accurate calculation of wages, tax withholdings, and deductions; coordinated payroll related system upgrades and enhancements and worked with upgraded systems; developed best practices to improve efficiency; oversaw and regulated daily workflow of the Payroll Department; facilitated audits by providing records and documentation to auditors; assisted team members with resolving errors or responding to inquiries; received first-

level complaints and engaged in complex error resolution (all 3 Payroll Clerks immediately helped people with complaints by accessing records to verify accuracy or find errors); complied with federal, state, and local legal requirements by studying new and existing laws, enforcing adherence to requirements, and advising administration; protected confidentiality of payroll information; coordinated with HR and Business Office personnel to effectuate payroll processing; ensured accurate accounting and reporting on all payroll related feeds; troubleshoot payroll issues and performed reconciliation to correct discrepancies.

Accordingly, the District unilaterally and unlawfully designated the new Payroll Coordinator as an Act-93 administrative position and transferred bargaining unit work of business office personnel to the new Payroll Coordinator in violation of Section 1201(a)(1) and (5) of PERA.

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 within the meaning 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

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 Association which is the exclusive collective bargaining representative of professional employes of the District, 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 return all bargaining unit work performed by the Payroll Coordinator to the non-professional bargaining unit represented by the Association, not including output posting, restore the status quo ante,

and make whole any bargaining unit employes who have been adversely affected due to the District's unfair practices;

(b) Immediately return the position of Payroll Coordinator currently held by Ms. Morabito to the non-professional bargaining unit and immediately return her wages, benefits, and other terms of employment prospectively to those as provided for in the CBA.

(c) 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;

(d) 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

(e) Serve a copy of the attached Affidavit of Compliance upon the Chichester Education Association.

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 fifth day of June, 2023.

PENNSYLVANIA LABOR RELATIONS BOARD

/s/ JACK E. MARINO

Jack E. Marino, Hearing Examiner

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

EAST STROUDSBURG AREA EDUCATION :
SUPPORT PROFESSIONAL ASSOCIATION :
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v. : CASE NO. PERA-C-22-104-E
 :
EAST STROUDSBURG AREA SCHOOL DISTRICT :

AFFIDAVIT OF COMPLIANCE

The East Stroudsburg Area School District hereby certifies that it has ceased and desisted from refusing to bargain collectively in good faith with the Association, in violation of Section 1201(a) (1) and (5) of the Public Employee Relations Act; that it has immediately returned all bargaining unit work performed by the Payroll Coordinator, with the exception of output posting, to the nonprofessional bargaining unit represented by the Association; that it has restored the status quo ante, and made whole any bargaining unit employes who have been adversely affected due to the District's unfair practices; that it has immediately returned the position of Payroll Coordinator currently held by Ms. Morabito to the non-professional bargaining unit and immediately returned her wages, benefits, and other terms of employment prospectively to those as provided for in the CBA; that it has posted a copy of this Decision and Order as directed therein; and that it has served a copy of this Affidavit of Compliance upon the Association.

Signature/Date

Title

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

Signature of Notary Public