

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

TEAMSTERS LOCAL UNION NO. 776 :
 :
 v. : Case No. PERA-C-19-218-E
 :
 CENTRAL DAUPHIN SCHOOL DISTRICT :

FINAL ORDER

The Teamsters Local Union No. 776 (Union) filed timely exceptions with the Pennsylvania Labor Relations Board (Board) on December 9, 2020, challenging a Proposed Decision and Order (PDO) issued on November 23, 2020. The Union excepts to the Hearing Examiner's conclusion that the Central Dauphin School District (District) did not violate Section 1201(a)(1), (3) or (5) of the Public Employee Relations Act (PERA or Act) by transferring its school bus service from one private subcontractor (Durham School Services, Inc. or Durham) to another private subcontractor (Krise Transportation or Krise). Pursuant to extensions granted by the Secretary of the Board, the Union filed a brief in support of exceptions on March 8, 2021,¹ and the District filed a response and brief in opposition to the exceptions on May 18, 2021.

The facts of this case are summarized as follows. Durham is a private employer and its employees are part of a bargaining unit which was certified by the National Labor Relations Board (NLRB) on June 24, 2013. (FF 3). Durham employees are not public employees within the meaning of Section 301(2) of PERA. (FF 4).

Durham entered into a contract, effective August 1, 2015 through June 30, 2020, with the District for the provision of bus services for its students. (FF 5). Paragraph 6 of the District-Durham contract provides that Durham "is an independent contractor, and not an officer, agent or employee of the [District]." It further provides that Durham "shall be solely responsible for payment of its employees' wages and benefits." (FF 20). Pursuant to Paragraph 11 of the District-Durham contract, Durham issued invoices to the District for payment on a per bus run basis. (FF 19). The bus routes were designed by the District, and then Durham would assign a driver to a particular route. (FF 23). Durham's drivers were paid their wages by Durham, rather than the District. (FF 18).

Durham's employees were interviewed and hired by Durham without any input from the District. (FF 10). The District reviewed the FBI background checks on drivers hired by Durham for the appropriate criminal background clearances, driving credentials, clean driving record and to determine whether, under state law, a driver could work with students. If the District did not approve of a driver, Durham reassigned the driver to a non-District assignment. (FF 12). The drivers were trained by Durham employees and the District was not involved in that training. (FF 22). The bus drivers' vacation, sick leave, and health care benefits were all provided, maintained

¹ On May 5, 2021, the Union filed a corrected copy of its brief in support of exceptions.

and tracked by Durham. When drivers called off, they called Durham, not the District. (FF 17). The District had no role in disciplining Durham drivers, but it did have the right to prohibit a Durham driver from driving District students after a disqualifying incident. (FF 15). Disqualified drivers could be and were assigned by Durham to drive for another client of Durham. (FF 12, FF 15).

All grievances filed by the Durham drivers were filed with Durham under the collective bargaining agreement (CBA) between Durham and the Union. The District is not a party to the CBA between Durham and the Union. Therefore, grievances have never been filed with the District, and the District does not get involved in grievances. All driver benefits are covered by the CBA between Durham and the Union. (FF 21).

Maryanne Mouery was employed by Durham as an office administrator, and then a dispatcher. (FF 6). Bill Yohn was the General Manager at Durham. Chester Fisher was the Safety Supervisor for Durham and reported to Mr. Yohn. James Omslaer is the District's Director of Transportation. Mr. Omslaer has two offices, one in the District building and one in the back of the bus garage. (FF 7). Mr. Omslaer spent various amounts of time in his office at the bus garage; sometimes, he would be there for a few minutes a day, and other times, he would be there for a few hours or all day. (FF 9). Mr. Omslaer was responsible for ensuring that drivers were prohibited from driving District students for various disqualifying incidents. (FF 15). For example, in 2018, a Durham driver got into an accident during which a student was ejected from the bus, and Mr. Omslaer requested his removal from District runs. Durham reassigned that driver to a non-District route. (FF 16).

Under Paragraphs 22 and 36 of the District-Durham contract, the District was authorized to give routes to another bus company, and there was no guaranteed minimum number of routes for Durham. (FF 28). The District-Durham contract provides, in relevant part, that:

[S]hould the Contractor [Durham] fail to provide continuous and consistent busing services as required under this Agreement in part as it relates to certain routes, the Customer [District] has the right to hire a third party to provide said services and charge the Contractor [Durham] with any expense associated with the third party's performance beyond what would have been paid to the Contractor [Durham].

(FF 27).

In March of 2018, Ms. Mouery overheard Mr. Omslaer state that he "doesn't like the Union because they always work hard for people we want to get rid of." During the 2018-2019 school year, Karen Peyton (a Durham dispatcher) complained to Mr. Omslaer about Durham's shortage of drivers, and stated that Durham drivers "could take off whenever they wanted and that they can get away with anything when they file grievances." Mr. Omslaer responded that "the Union wasn't worth its trouble." (FF 29).

Throughout the 2018-2019 school year, Durham had ongoing problems getting drivers and keeping them. Durham did not have enough drivers to cover the District's bus routes. In the Spring of 2019, Durham's complement of drivers was at the lowest level since it began its relationship with the District. (FF 37). In 2018, the District issued a Request for Pricing for

transportation services to relieve the pressure on Durham. The District rejected all the responses, including one from Krise. (FF 31).

On February 27, 2019, the Assistant Superintendent of Finance and Administrative Operations for the District, Aaron McConnell, sent a breach of contract letter to Durham. The letter stated, in relevant part, as follows:

On February 25, 2019, Durham had at least 5 routes that were not covered by an assigned driver and bus. And, on February 26, 2019, Durham had at least 3 routes that were not covered by an assigned driver and bus. This means that over the last two days alone, Durham has failed to provide the required transportation services to the District's students on at least 8 routes. Durham's failure to perform these transportation services is a breach of the Agreement and is entirely unacceptable.

Moreover, on February 25 and 26, Durham covered routes with staff members who, because they were driving school buses, could not perform their own job duties. For example, we understand that Durham's general manager, safety supervisor, and AM dispatcher drove routes on both February 25 and 26. Because these individuals were covering routes, they could not appropriately address safety issues and dispatch issues, or perform other typical functions of their job duties.

While Durham's recent failure to provide required transportation services are its most recent breaches of its contractual duties, those failures certainly are not the only times that Durham has breached its obligations. By way of example, on January 31, 2019, Durham had at least 38 school buses that were nonoperational and at least four drivers who called off, which resulted in Durham informing the District that Durham could not perform its contractual duty of providing busing services to the District's students. Because Durham could not transport the students to/from their schools, the District was forced to close for the entire day.

Durham's breaches of its contractual duty to provide consistent and continuous busing services have a substantial impact on the District and the Community and are simply not acceptable.

(FF 32).

On May 17, 2019, Mr. McConnell sent another letter to Durham outlining Durham's breach of performance under the Durham-District contract. The letter stated, in pertinent part, as follows:

Unfortunately, Durham has not corrected its deficient performance of the Agreement. Durham continues to fail to cover the bus routes needed to transport

students - Durham's failure to perform not only violates the Agreement but also creates safety risks for the students of the District. . . . Mr. Yohn has admitted that Durham currently has so few qualified drivers that its number of drivers is at the worst level ever. Mr. Yohn further admitted that the individuals who are seeking employment as drivers do not meet the standards for the position. Durham must correct these staffing and equipment deficiencies in order to provide the busing services that the District needs and the Agreement requires.

Additionally, the District has recently learned that Durham has breached the Agreement by using individuals to drive buses who have not been cleared to perform that position [on multiple occasions placing students at risk.]

Durham's failure to comply with its contractual obligations is worthy of termination of the Agreement. . . .

Finally, Durham is hereby advised that the District may act upon its contractual right to hire a third party to provide transportation services and may charge Durham with any expense associated with the third party's performance beyond what would have been paid to Durham.

(FF 34).

Mr. Omslaer and Mr. McConnell were tasked with ensuring that the District could conduct classes which depended on having enough drivers to get all the students to school. At the conclusion of the 2018-19 school year, Mr. Omslaer and Mr. McConnell discussed Durham's failure to perform under the District-Durham contract. Mr. Omslaer expressed concern regarding Durham's ability to cover bus runs. (FF 35). Mr. McConnell never talked to Mr. Omslaer about the Union. (FF 53).

The District administration's discussions to seek help for Durham were necessitated by Durham's repeated contract violations and performance deficiencies. These deficiencies included: late arrivals and departures, failure to pick up students, Durham calling parents to take their own children to school for lack of drivers, Durham's missing sports runs, and the District-wide shut down due to lack of drivers in January of 2019. The District received many phone calls from parents complaining about the bus service for their children. The School Board asked Mr. McConnell to do something about the situation, characterizing Durham as "terrible." Pressure from the school board and the public on Mr. McConnell motivated him to begin shopping for other transportation vendors. (FF 42).

On May 20, 2019, the school board authorized the administration to negotiate a transportation contract with a different bus company, Krise, for at least 30 bus routes beginning in the 2019-20 school year. (FF 36). On May 28, 2019, the District executed a transportation contract with Krise, and the School Board approved it. The effective date of the District-Krise contract was August 1, 2019. (FF 38). Assistant Superintendent McConnell, not

Mr. Omslaer, recommended to the School Board to approve the Krise contract. (FF 53).

At the end of the 2018-19 school year, sometime in May or June of 2019, Mr. Fisher left his employment with Durham and began working for Krise. There is no evidence that the District or Mr. Omslaer directed Mr. Fisher to work for Krise. Mr. Fisher's employment with Krise was not part of the District's negotiations with Krise (FF 39), and Mr. McConnell never met with Mr. Fisher. (FF 53).

On August 26, 2019, the Eastern Pennsylvania Regional Manager for Durham, Robert Scarpa, contacted Mr. Omslaer via email to ask whether Krise or Boyo, another bus company sometimes used by the District, could take over three bus routes that were open because Durham did not have drivers for those runs. (FF 43). In August and September of 2019, the District gave approximately four bus runs to Krise. (FF 44). Throughout the 2019-20 school year, drivers began calling off leaving open runs for Durham to fill. When Mr. Omslaer reviewed dispatch logs (as he was entitled to do pursuant to Paragraphs 19.1 and 19.3 of the District-Durham contract) and saw which runs were without a Durham driver, he moved those runs to Krise. From late August 2019 to the COVID shutdown in March of 2020, approximately 28 runs were moved to Krise. (FF 50). Durham did not object when the District reduced the number of Durham bus routes during the 2019-20 school year. (FF 43).

On September 16, 2019, Mr. McConnell wrote a third letter to Durham requesting that Durham immediately remedy the deficiencies in its performance, stating that the District had repeatedly reached out to Durham to correct its performance issues. In the letter, Mr. McConnell noted that on September 9, 2019, Durham did not appropriately cover five routes which resulted in numerous students being transported to school after the start of the school day. The letter also emphasized that Durham must correct the short staffing of its mechanics because that issue was preventing Durham from making timely repairs to its vehicles as required by the parties' Agreement. Also, Durham's dispatch office had not answered calls from the District or the public, leaving questions unanswered regarding lost students. Finally, the letter noted that a full one-third of Durham buses were without functional cameras since the beginning of the 2019-20 school year, in violation of its contractual obligation to maintain video records of its bus runs. (FF 45).

On May 20, 2020, the Union filed a charge of unfair practices against Krise with the NLRB. The Union did not allege that the District was a joint employer with Krise in that petition. (FF 54). On June 30, 2020, the District-Durham contract ended, and Durham stopped providing bus services to the District. (FF 55).

The Union filed its Charge of Unfair Practices with the Board on October 9, 2019, alleging that the District violated Section 1201(a)(1), (3) and (5) of PERA by entering into a contract with Krise, whose drivers are not represented by a union, for discriminatory reasons which had the effect of discouraging membership in the Union by assigning work to a non-union bus company. On November 15, 2019, the Secretary of the Board issued a letter stating that no complaint would be issued as the Board lacks jurisdiction over the matter because transferring work from one private subcontractor to another is not a removal of public sector employees' bargaining unit work under the Act. Further, the Secretary concluded that the charge failed to allege sufficient facts constituting violations of Section 1201(a)(1) or (3)

of PERA. After the filing of exceptions, the Board issued an Order Directing Remand to the Secretary for Further Proceedings on January 21, 2020.

On March 3, 2020, the Secretary issued a Complaint and Notice of Hearing setting forth a date for the hearing, which was continued due to the closure of Commonwealth offices for the global pandemic. Thereafter, the hearing took place on September 23, 2020, with both parties being afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. At the close of the Union's case-in-chief, the District moved for dismissal of the Union's charge as to Section 1201(a) (1), (3) and (5), which was granted by the Hearing Examiner.

In the PDO, the Hearing Examiner concluded that the District did not violate Section 1201(a) (5) of PERA, reasoning that there was insufficient evidence of a joint employer relationship such that the PLRB lacks jurisdiction. The Hearing Examiner further stated that even if a joint employer relationship was found, there is no enforceable statutory bargaining obligation against the District because Durham is a private employer not subject to the Board's jurisdiction.² Concerning the Union's Section 1201(a) (3) claim, the Hearing Examiner held that the Union failed to present any evidence of protected activity or a nexus between any alleged anti-union animus and the District's decision to contract with another private bus company. The Hearing Examiner further stated that no violation of Section 1201(a) (1) or (3) could be found because the District had a legitimate business reason, i.e., Durham's repeated deficiencies in performance over several years, to contract with Krise.³

In its exceptions, the Union first asserts that the Hearing Examiner erred in concluding that the PLRB does not have subject matter jurisdiction over its discrimination claims, citing Steamfitters Local 449 v. PLRB, 613 A.2d 155 (Pa. Cmwlth. 1992). In particular, the Union claims that the District and Durham are joint employers of the Durham bus drivers under Steamfitters because the District exercised "considerable control over hiring, firing and direction of employes."

In Steamfitters, the University of Pittsburgh (University or Pitt), a public employer, contracted with Bryan Mechanical Company (Bryan), a private employer, for the repair, maintenance, and installation of HVAC equipment throughout the University's main campus. Thirteen employes of Bryan worked at the University's physical plant in Pittsburgh, two of whom were foremen. The two Bryan foremen supervised eleven Bryan steamfitters, but Pitt's Manager of Mechanical Systems supervised the Bryan foremen. Bryan was a signatory to a CBA with the steamfitters. Bryan paid the bargaining unit members and managed employe benefits, but Pitt was responsible for discipline and the direction of the employes' work.

² Moreover, the Union was never the certified representative of the District's bus drivers under PERA. Central Dauphin School District, PERA-R-07-314-E (Nisi Order of Certification, 2007).

³ The Union did not except to the Hearing Examiner's decision dismissing its independent Section 1201(a) (1) claim and, therefore, that issue is waived. 34 Pa. Code § 95.98(a) (3) ("[a]n exception not specifically raised shall be waived").

The steamfitter's union filed a charge with the Board alleging that the University unlawfully discharged two Bryan employees at Pitt for discriminatory reasons without Bryan's involvement. The Hearing Examiner in Steamfitters determined that the University and Bryan were joint employers but held that the Board was nevertheless without jurisdiction because one of the employers was private, and thus, outside the scope of PERA. On appeal, the Commonwealth Court discussed the joint employer concept and determined that the Hearing Examiner properly applied the standards set forth in Costigan v. Philadelphia Finance Department Employees Local 696, 341 A.2d 456 (Pa. 1975), and Sweet v. PLRB, 322 A.2d 362 (Pa. 1974), but reversed the Board's conclusion that it lacked subject matter jurisdiction, reasoning that the University exercised "considerable control over the hiring, firing and direction of employees," Steamfitters at 158, and emphasizing that the University was in a position to provide a remedy in the form of re-employment and restoration of benefits if discrimination was found.

Here, in stark contrast to the facts of Steamfitters, the testimony was unequivocal that the District only controlled the oversight of the Durham employes to ensure the safe transportation of its school children. Indeed, the uncontested findings of fact show that the District was not involved in hiring drivers, training them, or the assignment of drivers to bus runs. (FF 10, 22, 23). The District did not pay the drivers, nor provide any benefits. (FF 17, 18, 19, 20). Finally, the District did not involve itself in any grievances brought on behalf of the drivers because it was not a signatory to the CBA between Durham and the Union covering the drivers. (FF 21). The Union relies solely on the fact that the District, through Mr. Omslaer, had the responsibility to suspend Durham employes from driving the District's students for various infractions which negatively impacted the students. Importantly, the District did not have the right to fire or discipline those employes. Rather, those drivers who were precluded from driving in the District were reassigned by Durham to non-District runs. (FF 15, 16). The District's obligation imposed by state law to safeguard students simply is not the type of "considerable control" envisioned by the Steamfitter court. As such, the Hearing Examiner did not err in this case by concluding that the Board is without jurisdiction because Durham simply is not a joint employer with the District.

The Union also challenges the Hearing Examiner's Finding of Fact 53, which states, as follows:

Assistant Superintendent McConnell has never talked to Mr. Omslaer about the Union. Mr. McConnell has never met with Mr. Fisher. **Mr. McConnell's entire testimony was extremely credible that contracting with Krise had nothing to do with the Union or eliminating the Union.** Mr. McConnell, not Mr. Omslaer, recommended to the School Board to approve the Krise contract. There was never any discussion with school board members or anyone else in which reference was made to switching bus companies because of the Union. (N.T. 252-254, 261-263, 270).

(FF 53) (emphasis added). Based on this factual finding, the Hearing Examiner concluded that the Union failed to meet its burden of proving discrimination under PERA because the District's decision to change bus service providers was not made in retaliation against Durham for the protected activity of its employes, but rather, for a legitimate business reason.

It is well-settled that the Hearing Examiner's function is to resolve conflicts in evidence, make findings of fact from conflicting evidence, and draw inferences from those findings of fact. PLRB v. Kaufmann Department Stores, Inc., 29 A.2d 90 (Pa. 1942). The Hearing Examiner's findings of fact "must be supported by substantial, legally competent evidence." AFSCME District Council 85 v. Erie County, 36 PPER 5 (Final Order, 2005). "Substantial evidence" is "such relevant evidence as a reasonable mind might accept as adequate to support a conclusion." Id. Finally, "[a]bsent the most compelling of circumstances, the Board defers to the credibility determinations of its hearing examiners." International Association of Firefighters Local 840 v. Larksville Borough, 48 PPER 82 (Final Order, 2017).

A review of the record supports the Hearing Examiner's finding that Mr. McConnell recommended switching bus companies for the 2019-20 school year due to Durham's repeated and flagrant deficiencies in performance. Not only did Mr. McConnell testify at length on this issue, but the District's dissatisfaction with Durham was memorialized by the February 27, May 17, and September 16, 2019 letters to Durham imploring it to remedy its repeated breaches of the District-Durham contract. Further, the Union failed to cite any compelling circumstances which would warrant reversal of the Hearing Examiner's credibility determinations, and an independent review of the entire record has revealed none. As such, the factual finding resulting from the Hearing Examiner's credibility determination is supported by substantial evidence, and the Union's exceptions to the Hearing Examiner's Finding of Fact 53 must be dismissed.⁴

The Union further asserts that the Hearing Examiner erred in concluding that the District did not violate Section 1201(a)(3) of PERA because it presented evidence of Mr. Omslaer's anti-union statements. To establish a *prima facie* claim of discrimination pursuant to Section 1201(a)(3), the Union bore the burden of showing that the District knew that the employees were engaged in protected activity and that the District took adverse employment action against the employees as a result of, or in retaliation for, those activities. St. Joseph's Hospital v. PLRB, 373 A.2d 1069 (Pa. 1977). It is the motive which creates the offense. PLRB v. Stairways, Inc., 425 A.2d 1172 (Pa. Cmwlth. 1981).

Although the Union offered testimony tending to show that Mr. Omslaer was frustrated with Durham, his anti-union comments do not establish that the District chose Krise over Durham to retaliate for protected activity of the Durham drivers.⁵ Moreover, even assuming *arguendo* that there was cognizable

⁴ The Union also alleges that the Hearing Examiner erred in failing to admit the hearsay testimony of Ms. Mouery concerning an alleged conversation between Mr. Omslaer and Mr. Fisher. However, the Hearing Examiner did not credit this portion of Ms. Mouery's testimony and the Union failed to allege compelling reasons to overturn his credibility determination. Therefore, the Union's exception on this issue is dismissed.

⁵ Membership in an employe organization alone is insufficient to establish protected activity under PERA. Fink v. Clarion County, 32 PPER ¶ 32165 (Final Order, 2001) (requiring affirmative action on behalf of a union or its members). The Hearing Examiner properly found that the Union did not satisfy its burden of proving the existence of protected union activity of which the District was aware.

protected activity of which the District was aware, Mr. McConnell's testimony, which was credited by the Hearing Examiner, firmly established that the District's motivation for contracting with Krise at the end of the 2018-19 school year was based on Durham's repeated performance failures which had left the District without reliable transportation for its student population. The record clearly indicates that Durham was unable to keep up with its bus routes as early as the 2018-19 school year. (N.T. 246-47). In January 2019, Durham did not have enough drivers to make its required runs, requiring the District to close for the day. (N.T. 267, 284). At the beginning of the 2019-20 school year, there were only 84 drivers to cover 98 routes. (N.T. 116-17).

As a result of Durham's deficient performance during the 2018-2019 school year, three breach of contract letters were sent by the District to Durham notifying them that due to Durham's failures, the District might need to hire a different bus contractor. Nevertheless, Durham's performance continued to deteriorate to the point that timely repairs were not being made to Durham buses because mechanics were required to drive buses, and one-third of the video surveillance cameras were not operational, all of which were violations of the District-Durham contract. (N.T. 128). As a result, Mr. McConnell, not Mr. Omslaer, recommended to the School Board that it consider utilizing a different bus company at the end of the 2018-19 school year. There was absolutely no evidence presented at the hearing to the effect that Mr. McConnell ever expressed anti-union sentiments or that he recommended Krise to the Board because it was not unionized. Based on this record, the Hearing Examiner determined that there was no nexus between Mr. Omslaer's anti-union comments and the District's decision to change bus contractors.

Arguing that the Hearing Examiner erred in that determination, the Union cites to Perry County v. PLRB, 634 A.2d 808 (Pa. Cmwlth. 1993), for the proposition that Mr. Omslaer's anti-union animus may be imputed to the District because Mr. McConnell admitted being aware of that animus. However, Perry County is inapposite to the instant matter. There, a prison employe, Sergeant John Seiders, who had been instrumental in organizing his co-workers to unionize was discharged for *one* violation of standard operating procedure, leaving the control room of the prison for *twenty seconds*. Importantly, this action was taken by the Prison Board only 18 days after a representation petition had been filed, and the prison warden specifically told Seiders that he would not have been treated as harshly absent his union activity.

In Perry County, the employer argued that even if the warden was motivated by anti-union animus, the Prison Board's review of the matter removed the taint, but the Commonwealth Court rejected this argument because "[a]n employer is responsible for the acts of its supervisor when he commits an unfair labor practice during the course of employment" because to hold otherwise would provide a simple means for evading the Act. Id. at 811. In so holding, the Perry County court highlighted the close timing of the events and the specific statement regarding the causal connection between Mr. Seider's union activity and his termination.

Here, in contrast, there was no such close timing or specific statement upon which to manufacture unlawful motive. It is beyond dispute that Durham could not keep up with the bus routes needed by the District throughout the entire 2018-19 school year. This was an ongoing issue which the District

repeatedly attempted to address with Durham on several occasions in writing, to no avail. Furthermore, just because Mr. McConnell was aware of Mr. Omslaer's generalized anti-union state of mind does not establish that Mr. McConnell recommended to the District that they contract with Krise for the 2019-20 school year because of it. Indeed, the District proved that it had a legitimate business reason for switching to another contractor regardless of whether the new contractor was unionized or not. See Wright Line, 251 NLRB 1083 (Decision and Order 1980). As such, there is substantial record evidence to support the Hearing Examiner's conclusion that the Union failed to meet its burden of proving discrimination pursuant to Section 1201(a)(3).

After a thorough review of the exceptions and all matters of record, the Hearing Examiner did not err in concluding that the District did not violate Section 1201(a)(1), (3) or (5) of PERA by unilaterally switching from a unionized subcontractor to a non-unionized subcontractor for the provision of bus service to its students. Accordingly, the Board shall dismiss the exceptions and make the Proposed Decision and Order final.

ORDER

In view of the foregoing and in order to effectuate the policies of the Public Employe Relations Act, the Board

HEREBY ORDERS AND DIRECTS

that the exceptions filed by Teamsters Local Union No. 776 are hereby dismissed, and the November 23, 2020 Proposed Decision and Order be and the same is hereby made absolute and final.

SEALED, DATED and MAILED at Harrisburg, Pennsylvania pursuant to conference call meeting of the Pennsylvania Labor Relations Board, James M. Darby, Chairman, Albert Mezzaroba, Member, and Gary Masino, Member this twenty-first day of September, 2021. The Board hereby authorizes the Secretary of the Board, pursuant to 34 Pa. Code 95.81(a), to issue and serve upon the parties hereto the within Order.