COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

AFSCME DC 85	:	
	:	
	:	Case No. PERA-C-18-50-W
v.	:	
	:	
ERIE CITY WATER AUTHORITY	:	

PROPOSED DECISION AND ORDER

On March 8, 2018, the American Federation of State, County, and Municipal Employees District Council 85 (AFSCME or Union) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (Board) against the Erie City Water Authority (Authority or Employer), alleging that the Authority violated Section 1201(a)(1) and (5) of the Public Employe Relations Act (PERA or Act) by reneging on an understanding reached at the bargaining table, demanding that AFSCME permit the Authority to negotiate directly with the bargaining unit, engaging in direct dealing with individual members of the bargaining unit, and refusing to ratify the Authority's own final offer.

On March 26, 2018, the Secretary of the Board issued a Complaint and Notice of Hearing, assigning the matter to conciliation, and directing a hearing on July 11, 2018, in Pittsburgh, if necessary.

The hearing ensued on July 11, 2018, at which time the parties were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. The Authority filed a post-hearing brief on September 10, 2018. AFSCME filed a post-hearing brief on September 11, 2018. The parties sought, and were granted, permission to file reply briefs, which the Board received on October 15, 2018.

The 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 Authority is a public employer within the meaning of Section 301(1) of PERA. (N.T. 4)

2. AFSCME is an employe organization within the meaning of Section 301(3) of PERA. (N.T. 4)

3. AFSCME is the certified bargaining agent for a unit of professional and nonprofessional employes at the Authority. (PERA-R-93-609-W)

4. AFSCME and the Authority were parties to a collective bargaining agreement (CBA) which expired on December 31, 2017. (N.T. 16-17)

5. Prior to the expiration of the CBA, the parties began negotiating for a successor agreement and had approximately seven or eight bargaining sessions. (N.T. 16-17)

6. The Authority's bargaining team consisted of labor counsel, Mark Wassell, who served as chief negotiator, along with Aaron Stankiewiz, the Human Resources Manager, and Ronald Constantini. (N.T. 17, 118)

7. AFSCME's bargaining team consisted of Shane Clark, who is a Council Representative for AFSCME and who served as chief negotiator, along with a number of representatives from the AFSCME local. (N.T. 13-16)

8. The AFSCME international constitution requires that any CBA must be ratified by the membership. (N.T. 16)

9. At the last formal bargaining session, on December 22, 2017, the Authority made a final offer that had two options, titled "Option 1" and "Option 2." The Authority's proposal document stated that "the Union will select one of the following options to apply to all of its members." (N.T. 17-19, 27-28; Union Exhibit 1)

10. During that bargaining session, Wassell explained the proposal to the Union's negotiating team. At no point during the session did Wassell or any other Authority representative state that they intended for the Union to submit both Option 1 and Option 2 to the bargaining unit to have the employes choose between the two. The Union never agreed to submit both options for ratification. (N.T. 17, 23-25, 27, 45, 63-64, 129)

11. The Union asked for a caucus after receiving the final offer with Wassell's explanation. During the caucus, the Union's negotiating team unanimously chose Option 2 for submission to the membership for ratification. (N.T. 23-24)

12. When the Authority's team returned to the room, Clark told the Authority's representatives that the Union had decided to take Option 2 back to the membership for ratification. Clark asked the Authority to reformat the document so that it would only show Option 2, at which point the parties shook hands and the session ended. (N.T. 24, 76, 119)

13. By email dated January 4, 2018, Wassell's office forwarded a cover letter and reformatted proposal document to Clark, which included both Options 1 and 2. Wassell's cover letter stated, in part:

> As was explained, the Final Offer of [the Authority] includes two options. The [Authority] is allowing the bargaining unit to decide which option to accept. If either of the options is accepted by January 10, 2018, the Agreement will be retroactive to January 1st.

(N.T. 25-28, 36-38; Union Exhibit 2, 5)

14. The parties subsequently agreed to extend the deadline to January 12, 2018 to ensure retroactivity. (N.T. 36-38; Union Exhibit 5)

15. Wassell's office copied Stankiewiz, Constantini, and Paul Vojtek, the Chief Executive Officer/Chief Financial Officer for the Authority, on the January 4, 2018 email to Clark. (N.T. 29-30, 41-42, 79; Union Exhibit 2)

16. By email dated January 5, 2018, Clark responded to Wassell with copies to Stankiewiz, Constantini, and Vojtek, stating:

> I'm not sure where the confusion is coming from. At the last meeting the negotiating team made a very clear choice of option 2. At no time was there any discussion at that meeting that the option that was chosen by the team to take back to the membership was in question. I'm not sure why you have included two options at this time.

(N.T. 30-31, 85-86; Union Exhibit 3)

17. None of the Authority's representatives responded to Clark's January 5, 2018 email. (N.T. 30-31)

18. By email dated January 8, 2018, Stankiewiz contacted Clark to ask whether the Union needed a conference room at the Authority's offices to conduct the ratification vote. Clark responded by email dated January 8, 2018, noting in part, that he had not received a response to his January 5, 2018 email. Clark stated "[t]he negotiating team chose option 2 and there seems to be some confusion from [the Authority.]" (N.T. 32-33; Union Exhibit 4)

19. By email dated January 8, 2018, Stankiewiz responded, with copies to Wassell and Vojtek, and stated as follows, in relevant part:

> Regarding the final offer, what specific information are you requesting? I don't want to seem simple, but I understand you chose option #2 and asked us to provide the final offer in writing. [Wassell] provided the final offer to you in writing, as you requested, with some minor clarifications you and I discussed. As I understand it, [the Authority] can't control how this information is presented to your membership and we provided the final offer in writing as it was presented at our last meeting. Not sure what else you are seeking. Please provide some clarification.

(N.T. 33-35; Union Exhibit 4)

20. By email dated January 8, 2018, Wassell then responded to the exchange by stating:

> The Final Offer contained two options. That was the offer. We would expect the Final Offer (which is comprised of two options) to be presented to the membership.

(N.T. 36; Union Exhibit 4)

21. By email dated January 8, 2018, Clark then replied, as follows, with copies to Vojtek and the members of the Authority's negotiating team:

> The negotiating team chose to take option two forward at the table. AFSCME will be presenting option two to the bargaining unit for ratification. We will do our best to hold the ratification vote by the end of this week.

(N.T. 36, 86; Union Exhibit 4)

22. On January 11, 2018, the Union presented Option 2 to the membership, and the membership ratified that proposal. The Union then notified Stankiewiz of the result. (N.T. 36-40)

23. The Authority's Board of Directors meets on the third Thursday of every month. The next Authority Board of Directors meeting following the Union's ratification was January 18, 2018. The Authority's Board of Directors did not vote on Option 2 at its January 2018 meeting. (N.T. 79, 87-88)

24. By letter dated January 30, 2018, Vojtek indicated to Clark the following, in relevant part:

> As Chief Executive Officer of the [Authority], it is my responsibility to do whatever I believe is in the best interest of our organization. A significant component of that responsibility includes doing what's best for our employees. I'm sure you realize, especially during contract negotiations, that doing what's best for the [Authority] can sometimes conflict with what some may perceive is in the best interest of our employees. It's a delicate balance that leaders undertake on a daily basis.
>
> During the recent negotiations between the [Authority] and our AFSCME employees, I felt both parties did their best to arrive at an amicable agreement for both sides. However, I was somewhat surprised to hear, albeit not officially, that you and the rest of the AFSCME negotiating team, took it upon yourselves to only present half of the [Authority's] final offer to its members. [The Authority] had prepared two options for consideration by the membership and it's my understanding only one was shared with our employees. Attorney Wassell specifically stated that [the Authority] expected the FULL final offer (which was comprised of two options) to be presented by your negotiating team.
>
> This final offer was tendered in good faith as a result of many negotiating meetings as well as working alongside our AFSCME employees every day, and hearing what is important to them. I feel that by presenting only part of the [Authority's] final offer, you misrepresented what the [Authority] was truly offering to its employees. By withholding the entire final offer proposed by the [Authority], you made a choice for the employees, when it should have been left to them. Your unilateral decision to present only the option you preferred was without the [Authority's] authorization and has left a lasting impression on how I view AFSCME and its representation of the employees of the [Authority]. I understand that the option you failed to present to the employees may not have been acceptable to them, but I believe they should have been given the opportunity to decide for themselves.
>
> I trust you can tell I take my responsibility of looking out for our employees very seriously. That's why I felt compelled to share my sentiments with you. I think our employees were done a huge disservice by those who are supposed to be representing them. It seems only one side had their best interests at heart.

(N.T. 41-43; Union Exhibit 6)(Emphasis in original)

25. By email dated February 7, 2018, Stankiewiz indicated the following to Clark:

> I wanted to send you a quick email as a courtesy of our current position. You and I had a good conversation last week regarding how [the Authority] believes the final offer was not offered in its entirety. As I indicated, [the Authority] is evaluating further options to be certain our employees are properly informed of their options in order to avoid becoming disgruntled. You asked that I keep you informed of the progress we are making and the actions to be taken. After speaking with [Vojtek] this week, [the Authority] is preparing a letter to be distributed to our employees. Of course, this will need the review and approval of Attorney Wassell before distribution. If the decision to release the letter is reversed, I will let you know as well.

(N.T. 43-44; Union Exhibit 7)

26. By letter dated February 8, 2018, Vojtek indicated the following to each employe in the bargaining unit:

> On December 22, 2017, [the Authority] presented its best and final offer ("Final Offer") to the AFSCME negotiating team. The Final Offer included two specific options for you and your fellow AFSCME members to consider.
>
> In January, the AFSCME negotiating team informed [the Authority] that its members had voted to approve Option number 2 of the Final Offer. Subsequent to this vote, [the Authority] became aware that the AFSCME negotiating team did not present both options of the Final Offer to all of its members, but instead only presented Option number 2.
>
> To ensure that all AFSCME members are provided an accurate and complete version of [the Authority's] Final Offer, I have attached to this letter both Options 1 and 2 of the Final Offer, as they were submitted to the AFSCME negotiating team.
>
> Should you have any questions, please direct them to your AFSCME representatives. Be advised that [the Authority] intends to submit the currently-approved version of Option 2 of the Final Offer for a ratification vote by the [Board of Directors] on February 15, 2018.

(N.T. 44-47, 95-96; Union Exhibit 8)

27. Vojtek enclosed two one-page summaries with the February 8, 2018 letter, labeled Option 1 and Option 2. Vojtek did not attach the document presented to the Union on December 22, 2017, or the document that Wassell provided on January 4, 2018. Instead, Vojtek attached summaries that were different in substance from the actual options presented to the Union. Specifically, his summaries omitted the language stating that "the Union will select one of the following options to apply to all of its members;" changed the effective date in Option 1 for implementation of a proposed new pension plan for new hires; and misstated the proposed change to the vacation provision included in both options. (N.T. 44-50, 95-97; Union Exhibit 1, 2, 8)

28. After bargaining unit employes received the letter, they began contacting the Union, asking why they did not vote on both options, discrepancies between the proposals Vojtek attached to his letter and the one handed out at the ratification meeting, and requesting a revote. (N.T. 52-56; Union Exhibit 9, 10)

29. By email dated February 15, 2018, bargaining unit employe Mark Kiddo indicated the following, in relevant part, to Vojtek, Stankiewiz, and Constantini, as well as Randy Procious, president of the AFSCME local that includes Authority employes:

> Kindly note that the AFSCME contract ratification vote that occurred on January 11, 2018 was on a single option where unbeknownst to the voting members there was a second option to the entire final offer that was not presented or known about at the time of our vote. Since the vote we have learned of a second option of the entire final offer had been made but not presented to us by our [U]nion negotiating team and leadership. Therefore I have received 13 emails from the following AFSCME members listed below who are requesting a chance to vote (revote) on the entire final offer which would include both options. I have emails of the following requesting a vote/revote on the entire final offer before the contract is ratified by the [Authority] today...

(N.T. 56-58; Union Exhibit 11)

30. By email dated February 15, 2018, five minutes following Kiddo's email, Vojtek replied as follows:

> Mark:
>
> Based on your email, I will hold off on presenting the contract to our Board [of Directors] today to afford you time to work out your concerns.

(N.T. 58, 102, 113; Union Exhibit 11)

31. The Authority's Board of Directors had their next meeting scheduled for March 15, 2018. On March 14, 2018, Vojtek received a letter from a lawyer representing 12 bargaining unit employes, claiming that the ratification vote violated the AFSCME Constitution Bill of Rights, and requesting that the Authority further postpone the Board of Directors vote until the employes' claims could be heard. (N.T. 104-106; Union Exhibit 12)

32. Based on the lawyer's request, Vojtek again postponed the scheduled vote of the Authority's Board of Directors. As of the hearing date in this matter, the Authority has still not held a vote. (N.T. 101, 105-106; Union Exhibit 12)

33. Vojtek has never discussed postponing the Board of Directors vote with the Union. He has had communications on this subject only with Kiddo and the lawyer representing some of the employes. (N.T. 102-103, 105-106)

34. The Authority refuses to present Option 2 to its Board of Directors for a vote unless and until the Union submits both Options 1 and 2

to the membership to allow the membership to choose between the two options. (N.T. 100-101)

DISCUSSION

AFSCME's charge alleges that the Authority violated Section 1201(a)(1) and (5) of PERA[1] by reneging on an understanding reached at the bargaining table, demanding that AFSCME permit the Authority to negotiate directly with the bargaining unit, engaging in direct dealing with individual members of the bargaining unit, and refusing to ratify the Authority's own final offer. The Authority, on the other hand, maintains that the charge should be dismissed because there was no meeting of the minds at the bargaining table, the Authority communicated an objective and accurate account of the status of negotiations to the bargaining unit, and the Authority was under no obligation to vote on the Union's ratification of Option 2 after the Union failed to present both options to its membership.

It is well settled that a public employer's statutory bargaining obligation is owed to the union, as the employes' representative, not to the employes directly. Case v. PLRB, 915 A.2d 1262 (Pa. Cmwlth. 2007). The public employer 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 Radnor Township Education Ass'n, PSEA/NEA v. Radnor Township School District, 27 PPER ¶ 27244 (Proposed Decision and Order, 1996), the Hearing Examiner summarized the law as follows:

> During negotiations, an employer is free to communicate directly with employes about those negotiations where the employer gives a purely objective account of the negotiations status, makes no attempt to directly negotiate with employes and makes no attempt to undermine the union's status with its members. City of Lancaster, 2 PPER 132 (Decision of PLRB, 1972). An employer's direct communication with bargaining unit members which undermines or undercuts the union's authority with its members has long been the basis for unfair practices under the Act:
>
> > To afford public employes the full benefit and protection of the collective bargaining rights guaranteed to them by the act, it is necessary to insulate them from any efforts by a public employer, direct or indirect, to undercut the authority of the employes' duly selected representative, or fragment the unity of the bargaining unit. Any such action by the public employer is considered to be an unfair practice.

[1] 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.

> Baldwin-Whitehall School District, 2 PPER 165 at 166 (Decision of the PLRB, 1972); Northern Bedford School District, 7 PPER 194 (Decision of the PLRB).
>
> Even where the employer's direct communications with bargaining unit members accurately describes the parties' bargaining position, other contents of that communication can establish an unfair practice. Brownsville School District, 2 PPER 197 (Decision of the PLRB, 1972). An employer's direct communication to bargaining unit members which uses antagonistic language, West Chester School District, 3 PPER 75 (Decision of PLRB, 1973), or creates the impression of unreasonableness on the union's part constitutes an unfair practice. Forest Hills School District, 2 PPER 202 (Decision of the PLRB, 1972). Moreover, direct communications which accuse or imply that the union has not provided members with a complete or accurate information constitutes an unfair practice. Lehigh County, 11 PPER ¶ 11115 (Nisi Decision and Order, 1985).

Radnor Township School District, 27 PPER at 557.

In this case, the Union has sustained its burden of proving that the Authority violated the Act. Indeed, the record is replete with unlawful conduct on behalf of the Authority. First of all, the Authority clearly committed unfair practices by advancing a bargaining proposal to the Union on December 22, 2017, which included two options, and then subsequently refusing to hold a ratification vote and insisting instead that the Union take the choice to the bargaining unit employes themselves, after the Union rejected Option 1, chose Option 2, communicated its choice to the Authority, ratified Option 2 with the membership, and then notified the Authority of the result. Although the Authority alleges that its final offer to the Union on December 22, 2017 "consisted of two inseparable options, both of which were to be presented to the bargaining unit members for a vote," (*See* Authority's brief at p. 5), and that it never intended that the choice be made by the Union's bargaining team on that date, there is no credible evidence to support such a finding. In fact, the Authority's argument in this regard is belied by its own proposal document, drafted by labor counsel, which expressly states that "the Union will select one of the following options to apply to all of its members." (Union Exhibit 1).[2] On this point, I have specifically credited the testimony of Clark, AFSCME's chief negotiator, over all other witnesses. The record shows that the parties reached an agreement on Option 2 on December 22, 2017, after which they shook hands, (N.T. 24), and only later, in January 2018, the Authority began insisting that the Union put the choice between the two options to the membership. As a result, the Authority has clearly violated the Act.

Likewise, as the Union correctly points out, the record shows that the Authority has engaged in unlawful conditional bargaining. The Board has held for decades that a party to the bargaining process may not set conditions on

[2] The Board has long distinguished between a union, as the bargaining representative, and the bargaining unit employes. Teamsters Local 77 v. Delaware County, 29 PPER ¶ 29087 (Final Order, 1998)(holding that notice to employes of employer action is not generally construed as notice to the union unless the employes are shown to be agents of the union); FOP Fort Pitt Lodge No. 1 v. City of Pittsburgh, 21 PPER ¶ 21043 (Proposed Decision and Order, 1990)(same).

bargaining. Northern Bedford County Education Ass'n v. Northern Bedford County School District, 26 PPER ¶ 26199 (Final Order, 1995). By this it is meant that a party may not refuse to engage in bargaining as required by law until its bargaining counterpart agrees to conduct negotiations consistent with the conditions sought to be imposed. *Id.* at 456 (citing PLRB v. Bethlehem Area School District, 3 PPER 102 (Nisi Decision and Order, 1973))(employer may not condition its participation in collective bargaining on opening bargaining to press and public); PLRB v. Red Lion Area School District, 10 PPER ¶ 10288 (Court of Common Pleas of York County, 1979)(employer may not condition future participation in bargaining on union's removal of managerial prerogative issues from bargaining table).

In Charleroi Area School District, 30 PPER ¶ 30014 (Proposed Decision and Order, 1998), the Hearing Examiner found that the employer engaged in unlawful conditional bargaining by refusing to sign a collectively bargained agreement regarding seniority unless the individual employes affected by the agreement also signed. The Authority in the instant matter has imposed a substantially similar condition by insisting that the choice offered on December 22, 2017 in the final offer be made directly by the bargaining unit members, rather than the Union as the exclusive bargaining representative, and then also subsequently refusing to hold a ratification vote until the Union accedes to this demand. Therefore, the Authority has engaged in unfair practices contrary to Section 1201(a)(5) of the Act.

Furthermore, as the Union persuasively notes, the record shows that the Authority has violated the Act by engaging in unlawful direct dealing. Indeed, Vojtek's February 8, 2018 letter to the employes in the unit contained several misrepresentations of what actually occurred during negotiations between the parties. For example, Vojtek claimed that the final offer contained two specific options for the membership to consider, which was untrue. Instead, the record very clearly shows that the Union was to decide between the two options. Similarly, Vojtek claimed that the Authority did not learn that the Union did not present both options to the membership until after the Union's ratification vote. Once again, this assertion is untrue and belied by the fact that Clark very clearly communicated on multiple occasions to the Authority prior to the ratification vote that the Union chose Option 2 and had no intentions of submitting the choice to the membership. Of course, Vojtek's letter says nothing about how the Authority's proposal on December 22, 2017 expressly stated the Union would decide or that the Union did, in fact, make a choice to only present Option 2 to the membership.

What is more, Vojtek also stated that he provided an accurate and complete version of the final offer, as it was submitted to the Union, which was attached to his letter to the unit. However, the record shows that Vojtek did not attach the document presented to the Union on December 22, 2017 or even the one that Wassell provided on January 4, 2018. Rather, Vojtek attached summaries, which omitted significant language from the proposal, including that the Union would select which option they preferred, changed the effective date in Option 1 for implementation of a proposed new pension plan for new hires, and misstated the proposed change to the vacation provision included in both options. On top of that, Vojtek also indicated that he was ensuring that the bargaining unit employes were being provided an accurate and complete version of the final offer, thereby communicating a message that the Union cannot be trusted to provide accurate and complete information, and that the employes must rely on the Authority to provide the same. This goes well beyond a mere objective account of the status of

negotiations and served only to fragment the unity of the bargaining unit, contrary to the provisions of the Act.

In addition, the record shows that Vojtek subsequently agreed with an individual from the bargaining unit on February 15, 2018 to postpone the Authority's Board of Directors vote scheduled for the same date. And, Vojtek then reached an agreement with a lawyer representing some of the employes in the bargaining unit to once again postpone the Board of Directors vote scheduled for March 2018. Vojtek never discussed postponing the Board of Directors vote with the Union. Instead, he only had communications with the individual bargaining unit employe and the lawyer. This is further evidence of direct dealing in violation of the Act.

Turning to the issue of remedy, the Union contends that the Authority should be directed to ratify Option 2 and implement its terms immediately, including retroactive pay and interest. However, where a public employer's enabling legislation mandates that its governing body take any action regarding the disputed matter, the Board has declined to enforce alleged agreements between the employe representative and employer absent proof that a majority of the employer's governing body approved the agreement. Upper Moreland-Hatboro Joint Sewer Authority, 30 PPER ¶30220 (Final Order, 1999); City of McKeesport, 31 PPER ¶ 31130 (Final Order, 2000). Section 5607 of the Municipal Authorities Act confers the power on municipal authorities to enter contracts and execute instruments necessary for the carrying on of its business. 53 Pa.C.S.A. § 5607(d)(13). Likewise, Section 5610 grants the Board of Directors, by majority vote, the power to conduct and manage all business of the authority, as well as the power to fix and determine the number of officers, agents, and employes of the authority along with their respective powers, duties, and compensation. 53 Pa.C.S.A. § 5610(e). The record is devoid of any evidence that a majority of the Authority's governing body approved the December 22, 2017 agreement. Therefore, the remedy must be limited to a directive to conduct a ratification vote on Option 2 and to bargain in good faith, along with the Board's usual cease and desist and posting requirements.

CONCLUSIONS

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

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

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

3. The Board has jurisdiction over the parties hereto.

4. The Authority 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 Public Employe Relations Act, the Examiner

HEREBY ORDERS AND DIRECTS

that the Authority shall

1. Cease and desist from interfering, restraining or coercing employes in the exercise of their rights;

2. Cease and desist from 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;

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

(a) Immediately bargain in good faith and submit the terms of the CBA as it existed in Option 2 on December 22, 2017, without the inclusion of Option 1 or any other unaccepted proposal, to the Authority's Board of Directors for ratification;

(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 the bargaining unit employes and have the same remain so posted for a period of ten (10) consecutive days; and

(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.

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

IT IS HEREBY FURTHER ORDERED AND DIRECTED

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

SIGNED, DATED AND MAILED at Harrisburg, Pennsylvania, this 31st day of January, 2019.

PENNSYLVANIA LABOR RELATIONS BOARD

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John Pozniak, Hearing Examiner

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

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AFFIDAVIT OF COMPLIANCE

The Authority 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 bargaining in good faith and submitting the terms of the CBA as it existed in Option 2 on December 22, 2017, without the inclusion of Option 1 or any other unaccepted proposal, to the Authority's Board of Directors for ratification; that it has posted a copy of the Proposed Decision and Order as directed therein; and that it has served an executed 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