COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

AFSCME, COUNCIL 13	:	
	:	
v.	:	Case No. PERA-C-99-494-E
	:	
STATE SYSTEM OF HIGHER EDUCATION	:	
(Edinboro University)	:	

FINAL ORDER

On October 10, 2000 the State System of Higher Education (SSHE) filed with the Pennsylvania Labor Relations Board (Board) timely[1] exceptions to a September 18, 2000 Proposed Decision and Order (PDO), along with a motion to reopen the record for the purpose of taking additional evidence and a supporting brief. In the PDO, the Hearing Examiner concluded that SSHE violated Section 1201(a)(1) and (5) of the Public Employe Relations Act (PERA) by refusing to comply with the terms of a May 1998 grievance settlement agreement (Agreement) entered into with its employes' representative, the American Federation of State, County & Municipal Employees, Council 13 (AFSCME), regarding employe Ray Lavadie. The relevant text of the Agreement is as follows:

> The grievant will be promoted to the classification of Fiscal Assistant in the Accounting Office effective May 23, 1998; grievant will serve a probationary period of 180 days in accordance with Article 29, Section 13.

Representatives of both parties signed the Agreement and Lavadie was promoted to the position of fiscal assistant in the accounting office in mid-May 1998. Lavadie served his 180-day probationary period in that office and on July 14, 1999 SSHE notified him that he would be removed from that position and placed in the Bursar's office on July 19, 1999. In mid-September 1999, SSHE transferred Lavadie to the Bursar's office and on November 9, 1999 AFSCME filed this Charge of Unfair Practices. The Hearing Examiner concluded that because the Agreement was silent as to the duration of Lavadie's status beyond the 180-day probationary period, SSHE was bound to keep him in the position after the probationary period ended. The Hearing Examiner concluded that SSHE did not submit evidence of changed circumstances so as to excuse its removal of Lavadie from the position of fiscal assistant in the accounting office, thus finding a violation of Section 1201(a)(1) and (5) of PERA. See PLRB v. School District of Bristol Township, 12 PPER ¶ 12136 (Final Order, 1981).

SSHE's exceptions may be summarized as follows. The Hearing Examiner erred by: (1) concluding that SSHE violated Section 1201(a)(1) and (5) of

[1] The Board's Rules and Regulations grant the parties 20-calendar days to file exceptions to a PDO (34 Pa. Code § 95.98) and whenever the 20th day falls on a Saturday, Sunday or legal holiday, the day is omitted from computation (34 Pa. Code § 95). The PDO was issued on September 18, 2000, the 20th day fell on Sunday, October 8, 2000 and the 21st day fell on October 9, 2000, a state holiday. Thus, the exceptions were timely filed on Tuesday, October 10, 2000.

PERA; (2) finding that SSHE was bound by the Agreement to keep Lavadie in the position after the expiration of his probationary period; (3) interpreting the Agreement to include additional terms and conditions not within the plain text; (4) interpreting the Agreement without evidence of the intent of the parties; (5) imposing a condition on SSHE that it may not reassign Lavadie without a change in circumstances; (6) limiting SSHE's statutory rights to implement managerial policy with respect to the organizational structure and selection and direction of personnel; (7) imposing a decision that subjects SSHE to bargain over future reassignment, in direct contradiction of Section 702 of PERA; and (8) failing to make various findings of fact. The Secretary of the Board granted AFSCME an extension to November 22, 2000 to file a brief in response, but the response was untimely, as it was received by the Board on November 27, 2000.[2] On December 1, 2000, SSHE filed a Motion to Dismiss the Complaint as Moot on the basis that Lavadie resigned from his position in the Bursar's office and AFSCME filed an Answer on December 22, 2000. The Board will first address SSHE's Motion to Dismiss, then the Motion to Reopen the Record and finally the merits of SSHE's exceptions.

Motion to Dismiss

The Hearing Examiner ordered SSHE to "[o]ffer Mr. Lavadie in writing unconditional reinstatement to the position of fiscal assistant in the accounting office without prejudice to any rights and privileges enjoyed by him." PDO, at 5.) SSHE argues that Lavadie relinquished his position by resigning from the Bursar's office and thereby rendered the Charge of Unfair Practices moot. In support of its argument, SSHE submits Lavadie's November 12, 2000 resignation letter, which provides in pertinent part as follows:

> I am currently on two weeks of annual vacation beginning November 13, 2000. I am writing you this letter to inform you of my intention to resign from my position at Edinboro University of Pennsylvania. I am giving Edinboro University a two weeks notice. My final day of employment will be November 24, 2000.
>
> I am leaving because I feel that I have been discriminated against and that the retaliatory practices at Edinboro University of Pennsylvania are not consistent with the policies of an Equal Opportunity Employer. I believe that Edinboro University of Pennsylvania, through its actions, is not committed to change.
>
> I regret having to depart in this manner, however at this time I feel that I have no other option but to seek other employment.

[2] To be timely filed, the reply brief of AFSCME must have been actually received, postmarked or contain a United States Postal Form 3817 Certificate of Mailing dated November 22, 2000. The brief was not received on November 22, nor did it contain a United States Postmark or Postal Form 3817. The Brief did however, bear a private postage meter stamp of November 22, 2000. Both the Supreme Court and this Board have rejected reliance on a private postage meter to support the timeliness of filings. Fraternal Order of Police Lodge No. 5 v. City of Philadelphia, 31 PPER ¶ 31036 (Final Order, 2000); Lin v. Unemployment Compensation Board of Review, 558 Pa. 94, 735 A.2d 697 (1999).

(SSHE's Motion, Exhibit B.) The Board does not find that this letter, assuming its authenticity, supports SSHE's position that the matter is now moot.

When analyzing a mootness issue, the Board must determine "whether the dispute underlying the action has been resolved such that the claim no longer represents an actual case or controversy." Upper St. Clair Sch. Dist. v. Upper St. Clair Educ. Ass'n, 30 PPER ¶ 30089 (Final Order, 1999)(citing Temple Univ. v. Temple Ass'n of Univ. Prof'ls, 591 A.2d 1140 (Pa. Cmwlth. 1991)). On this record, the Board does not conclude that the underlying claim - that SSHE failed to comply with the Agreement - no longer represents a case or controversy. The fact that Lavadie has resigned from the Bursar's office position does not eliminate the underlying unfair practice charge. It must be remembered that the Charge of Unfair Practices arose because SSHE transferred Lavadie involuntarily from the accounting office position where it had agreed to place him, not from the position in the Bursar's Office in which Lavadie had no interest. Where a subsequent event does not resolve the circumstances underlying the original claim, the matter is not moot. See Hazleton Area Educ. Support Personnel Ass'n v. Hazleton Area Sch. Dist., 29 PPER ¶ 29180 (Final Order, 1998). There is no evidence that Lavadie's subsequent resignation resolves AFSCME's Charge that SSHE violated its bargaining obligations under PERA by failing to comply with the parties' Agreement to reinstate Lavadie to the position of fiscal assistant in the accounting office.

First, "[i]t is generally well accepted that charges of unfair practices contesting refusals to collectively bargain are rendered moot by the subsequent performance of the collective bargaining obligation." Homer Center Sch. Dist. v. Homer Center Educ. Ass'n, 31 PPER ¶ 31042 (Proposed Decision and Order, 2000)(citing FOP, Lodge 5 v. City of Philadelphia, 29 PPER ¶ 29149 (Final Order, 1998)). Under the reasoning in Homer Center Sch. Dist., the Charge would be rendered moot if SSHE offered Lavadie unconditional reinstatement to the position of Fiscal Assistant in the accounting office. It did not. The fact that Lavadie resigned because he "fe[lt] that he ha[d] been discriminated against" (SSHE's Motion, Exhibit B) does not render moot SSHE's obligation to offer the unconditional reinstatement as a remedy to the underlying unfair practice. As the Commonwealth Court explained in Gaffney v. City of Philadelphia, 728 A.2d 1049 (Pa. Cmwlth. 1999), in the absence of an available remedy, the case or controversy becomes moot. The remedy the Hearing Examiner ordered was an offer of unconditional reinstatement. There is no evidence that the subsequent resignation renders this remedy unavailable. The fact that Lavadie felt that he had "no other option but to seek other employment" does not eliminate the possibility that he would return to the accounting office fiscal assistant position upon an offer of unconditional reinstatement. Any speculation as to whether or not he will accept that offer is neither relevant nor determinative of the mootness issue. SSHE does not have the right to present evidence regarding Lavadie's resignation from the Bursar's office in defense of the unfair practice charge concerning his position in the accounting office. The alleged subsequent resignation is irrelevant to the underlying unfair practice and mootness issues.

Second, in addition to the judicial application of the mootness doctrine, "the Board must also look to its statutory jurisdiction to investigate and process unfair practice charges." State System of Higher Educ. v. Ass'n of Pennsylvania State College and Univ. Faculties, 19 PPER ¶

19081 (Proposed Decision and Order, 1988). Section 1301 of PERA explains that "the board is empowered . . . to prevent any person from engaging in any unfair practice listed in . . . this act. This power shall be exclusive . . ." 43 P.S. § 1101.1301. This provision has been interpreted as "authority for the Board to adjudicate past violations of the Act even where the conduct complained of has ceased." State System v. APSCUF, 19 PPER ¶ 19081 at 213 (citing PLRB v. AFSCME, Council 13, 13 PPER ¶ 13099 (Proposed Decision and Order, 1982)). In exercising this discretionary authority, the Board must

> [1] look at the nature of the conduct, [2] whether the dispute has been fully cured, [3] the likelihood for recurrence of the conduct, and [4] whether proceeding to the merits of the charge will effectuate the purposes of the Act – focusing upon the public interest and the desire to promote orderly and constructive labor relations.

19 PPER at 214. In the remarkably analogous case, West Side Area Vo-Tech Educ. Support Personnel Ass'n v. West Side Area Vo-Tech Sch., 21 PPER ¶ 21199 (Proposed Decision and Order), the union charged the employer with violating PERA by failing to adhere to a grievance settlement agreement. Pursuant to the parties' agreement, the grievant was awarded a particular position. The employer then unilaterally transferred the grievant back to her original position and the union filed an unfair practices charge. Prior to a second day of hearing in that case, the grievant resigned and the employer, like SSHE, argued that the resignation rendered the case moot. The hearing examiner rejected that argument and concluded that the grievance arbitration procedure is a "bedrock[] of the collective bargaining process, and any attempt to undermine that process must be viewed with disfavor." Id., at 509 (citing PLRB v. Bald Eagle Area Sch. Dist, 499 Pa. 62, 451 A.2d 671 (1982); Pittsburgh Joint Collective Bargaining Committee v. City of Pittsburgh, 481 Pa. 66, 391 A.2d 1318 (1978)). The Board finds that the underlying dispute has not been fully cured. Like the union in West Side Area Vo-Tech, AFSCME's

> interest lies not only in protecting the rights of [Lavadie], but in preserving the integrity of the grievance arbitration procedure . . . [W]hile it seems unlikely that this fact situation will arise again, the manner in which [SSHE] deals with grievances, and grievance settlements, will certainly be a factor in the future.

21 PPER at 509. The manner in which SSHE enters into and complies with its grievance settlement agreements is of great public importance. In the interest of effectuating the purposes of PERA and promoting "orderly and constructive labor relations" (19 PPER at 214), the Board denies SSHE's Motion to Dismiss and will proceed with its Motion to Reopen the Record and the merits of SSHE's exceptions to the PDO.

Motion to Reopen the Record

Along with its exceptions, SSHE moved to reopen the record for the purpose of adding additional evidence to justify the transfer of Lavadie to the Bursar's office position. The Board will grant a request to reopen the record when the following five criteria are met. The evidence sought to be admitted must be evidence that: (1) is new; (2) could not have been obtained at the time of hearing through the exercise of due diligence; (3) is relevant

and non-cumulative; (4) is not for the purpose of impeachment; and (5) is likely to compel a different result. Middletown Township Police Benevolent Ass'n v. Middletown Township, 24 PPER ¶ 24167 (Final Order, 1993)(citing Minersville Area Sch. Dist. v. Minersville Sch. Service Personnel Assoc, 518 A.2d 874 (Pa. Cmwlth. 1986)). In its Motion, SSHE clings to language from the PDO and School District of Bristol Township, supra (that "changed circumstances beyond the contemplation of the parties to an arbitration award may excuse the employer from complying with the award in perpetuity" (PDO, at 4.)) and asserts that "[s]ome circumstances existed which prompted SSHE to transfer Mr. Lavadie in the first place." (Exceptions, at 4.) While "changed circumstances" may indeed have existed at the time SSHE transferred Lavadie to the Bursar's Office, SSHE's Motion will be denied for several reasons. First, there is no allegation that the evidence sought to be adduced is new. Indeed, the transfer of Lavadie to the Bursar's office and its circumstances was the basis of the Charge itself. Any defense SSHE had to the Charge should have been offered at the time of the hearing to justify the transfer of Lavadie. Second, there is no assertion that the evidence could not have been obtained at the time of the hearing. SSHE's justification for the transfer it made obviously is based on information within its knowledge and control. The language and tense of SSHE's own Motion reveals that those changed "circumstances existed" at the time of the transfer, more than a year before the hearing was held. (Exceptions, at 4)(emphasis added.) Third, through the exercise of due diligence, SSHE was well-situated to adduce the alleged testimony and evidence at the hearing which was held more than eight months after the Secretary issued a Complaint on AFSCME's Charge. Fourth, SSHE alleges only that "some circumstances existed" and that "those conditions still exist" (Exceptions, at 4), it does not reveal what those circumstances are, or how they are even relevant. Fifth, SSHE does not explain how those "circumstances" could compel a different result. SSHE's Motion to Reopen the Record is therefore denied.

The Board notes that SSHE did not seek to reopen the record for the purpose of adducing testimony or submitting evidence regarding Lavadie's subsequent resignation or the effect of that alleged resignation on SSHE's compliance with the remedy ordered in the PDO. Absent such a request and supporting documentation, the Board will not entertain a remand for these purposes either.

Exceptions

The Board sustains in part SSHE's first exception to the Hearing Examiner's conclusion that it violated Section 1201(a)(1) and (5) of PERA. While SSHE objects for different reasons, a review of the Charge reveals that AFSCME did not allege a violation of Section 1201(a)(1), but rather only of Section 1201(a)(2)[3] and (5). The Charge was never amended to include the additional allegation. Because AFSCME did not charge SSHE with a violation under Section 1201(a)(1), no violation of that section will be found. Womack v. Teamsters Local 250 (Pittsburgh Housing Authority), 24 PPER ¶ 24072 (Proposed Decision and Order, 1993). The Hearing Examiner's conclusion that SSHE's violated Section 1201(a)(1) is hereby vacated.

[3] The Hearing Examiner did not analyze a 1201(a)(2) violation. Because AFSCME has not filed any exceptions to the PDO, the Board will not make a determination as to whether this section of PERA has been violated.

SSHE's next four exceptions deal with the Hearing Examiner's interpretation of the Agreement. SSHE argues that the Hearing Examiner interpreted the Agreement to include additional terms and conditions not within the plain text and that his interpretation led to the incorrect conclusion that SSHE was bound to keep Lavadie in the position after the expiration of his probationary period. SSHE argues that because the Agreement provides that Lavadie "will serve a probationary period of 180 days in accordance with Article 29, Section 13," its only obligation was to reinstate him for those 180 days. SSHE's argument is flawed. If the parties had intended to promote Lavadie for only 180 days, it is likely that the Agreement would have provided so. Instead, it merely prevents Lavadie from assuming the promoted position without serving the contractual probationary period.

After a thorough review of the Agreement, the Board finds that the Hearing Examiner's interpretation is based on substantial and credible evidence. McCandless Police Officer's Ass'n v. Town of McCandless, 30 PPER ¶ 30141 (Final Order, 1999). As the Hearing Examiner explained, the Agreement itself does not impose a limit on the length or duration of Lavadie's promotion. SSHE presented no evidence to the contrary at the hearing. Instead, it argues that because the Agreement is silent as to how long Lavadie was to remain in the position following his probationary period, SSHE was free to remove him from that position at any time. SSHE cites no support for this argument. Absent an express limitation in the Agreement on the duration of the promotion, the Hearing Examiner properly relied on Bristol Township Educ. Ass'n, supra. In that case, an arbitration award required a schoolteacher to be transferred to a different school. Because of the intervening, changed circumstance of a reduction in force under the School Code, the District was excused from complying. See also, PLRB v. Indiana County, 14 PPER ¶ 14261 (Proposed Decision and Order, 1983). As discussed above, SSHE presented no evidence at the hearing of a similar intervening, changed circumstance that would excuse its continued compliance with the parties' Agreement. SSHE has waived this defense by failing to raise it before the Hearing Examiner. Issues not raised before the hearing examiner may not be raised for the first time in exceptions. Utility Workers Union of America v. Harriston Township Water Auth., 29 PPER ¶ 29086 (Final Order, 1998)(citing Bucks County Schools v. PLRB, 466 A.2d 262 (Pa. Cmwlth. 1983)).

In its next two exceptions, SSHE argues that the Hearing Examiner's decision limits its statutory rights to implement managerial policy regarding organizational structure and selection and direction of personnel and requires the parties to bargain over future reassignment, in contravention of Section 702 of PERA. As discussed above, SSHE presented no evidence or testimony regarding the reasons it transferred Lavadie. Instead, SSHE argued only that the Agreement permitted the transfer, an argument that the Hearing Examiner, and now the Board, rejects.

Section 702 provides in relevant part that "[p]ublic employers shall not be required to bargain over matters of inherent managerial policy, which shall include . . . the organizational structure and selection and direction of personnel." 43 P.S. § 1101.702. When viewed in isolation, the transfer of an employe from the accounting office to the Bursar's office may very well be a matter of inherent managerial policy. However, the placement of Lavadie in the accounting office was made in settlement of a grievance. Even where a grievance concerns a matter that is not a mandatory subject of bargaining, once the employer agrees to a resolution in the context of a negotiated grievance process, the employer is bound by its agreement. Scranton School

Board v. Scranton Fed'n of Teachers, 365 A.2d 1339 (Pa. Cmwlth. 1976)(grievance arbitration award sustained which allegedly encroached on matters of inherent managerial prerogative); Philadelphia Sch. Police Ass'n v. Philadelphia Sch. Dist., 29 PPER ¶ 29131 (Proposed Decision and Order, 1998)(citing Moshannon Valley Sch. Dist. v. PLRB, 597 A.2d 229 (Pa. Cmwlth. 1991)(unfair labor practice where employer refuses to comply with result of contractually bargained grievance procedure prior to arbitration); Fayette County Board of Commissioners v. AFSCME, Council 84, 692 A.3d 274 (Pa. Cmwlth. 1997)(parties are bound by terms of grievance settlements)). See also Teamsters, Local 776 v. Dauphin County, 28 PPER ¶ 28086 (Proposed Decision and Order, 1997)(employer bound by grievance arbitration award even if it allegedly encroached on matter of inherent managerial prerogative), aff'd 28 PPER ¶ 28213 (Final Order, 1997); AFSCME, Dist. Council 47 v. City of Philadelphia, 30 PPER ¶ 30003 (Final Order, 1998). See also, FOP, Lodge 15 v. City of York, 708 A.2d 855 (Pa. Cmwlth. 1998)(employer is bound by voluntary agreement to submit dispute to arbitration). There is no dispute that SSHE agreed to promote Lavadie to the position of fiscal assistant in the accounting office. As discussed above, absent changed circumstances, SSHE was bound to keep him in that position. The unilateral transfer of Lavadie to the Bursar's office constituted a failure to comply with the parties' Agreement and thus, a refusal to bargain unfair practice in violation of Section 1201(a)(5). SSHE argues that the Hearing Examiner's decision subjects SSHE to bargain over future reassignment in direct contradiction of Section 702 of PERA. The Board rejects this argument because Section 702 does not prohibit the Agreement to promote Lavadie, nor does it prohibit bargaining over his subsequent transfer. Moshannon Valley Sch. Dist., supra. The Hearing Examiner did not impair SSHE's Section 702 right to direct its personnel. Rather, in settlement of a grievance, SSHE obligated itself to promote Lavadie. Without bargaining with the Union for a change in the Agreement or submitting evidence of changed circumstances so as to excuse compliance, SSHE relies on Section 702 of PERA to release it from its obligation. The Board rejects this misplaced reliance and dismisses these exceptions.

To remedy the unfair practice, the Hearing Examiner ordered SSHE to cease and desist from refusing to bargain and to offer Lavadie in writing unconditional reinstatement to the position of fiscal assistant in the accounting office without prejudice to any rights and privileges enjoyed by him. This remedy shall include any applicable remedy that is due Lavadie to make him whole for the unlawful transfer to the Bursar's office. In re Appeal of Cumberland Valley Sch. Dist., 483 Pa. 134, 394 A.2d 946 (1978). The Board notes that Lavadie has not yet received an "offer of reinstatement [and his] subsequent resignation from an entirely different position has no bearing in determining h[is] present right of reinstatement." The Coca-Cola Bottling Co. of Memphis and Int'l Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, 269 N.L.R.B. 1101, 116 L.R.R.M. 1424 (1984).

In its final exception, SSHE argues that the Hearing Examiner erred by failing to make the following findings of fact: (1) that SSHE fulfilled its obligations under the Agreement when it promoted Lavadie and allowed him to complete a 180-day probationary period; (2) the Agreement contains no term fixing the duration of Lavadie's assignment to the accounting office; and (3) the Agreement contains no term limiting SSHE's right to exercise its inherent managerial policy over the organization of its workforce. The Board dismisses this exception for several reasons. First, even if there is record evidence to support these proposed findings, the Hearing Examiner's failure

to set forth findings of fact is not error. The Hearing Examiner is only required to set forth findings of fact necessary to support the conclusions reached in the determination of the outcome of the charge. Philadelphia Fed'n of Teachers v. Philadelphia Sch. Dist, 29 PPER ¶ 29085 (Final Order, 1998); Page's Dep't Store v. Velardi, 464 Pa. 276, 346 A.2d 556 (1975); Birriel v. Workman's Compensation Appeal Bd., 435 A.2d 292 (Pa. Cmwlth. 1981). The findings set forth in the PDO fully support the conclusions made by the Hearing Examiner and the Board. Second, the language of the Agreement is set forth in Finding of Fact 2 (PDO, at 2). Third, the Agreement speaks for itself regarding duration. Fourth, these statements represent legal conclusions that the Board's decision on the merits has rejected.

After a thorough review of the record, exceptions, motions and all matters of record, the Board shall dismiss the exceptions in part, sustain the exceptions in part, and amend the Proposed Decision and Order consistent with the above.

CONCLUSIONS

That CONCLUSIONS Numbers 1 through 3 inclusive, as set forth in the Proposed Decision and Order, are hereby affirmed and incorporated herein by reference and made a part hereof.

That CONCLUSION Number 4 of the Proposed Decision and Order is hereby amended as follows:

4. SSHE has committed unfair practices within the meaning of Section 1201(a)(5) of the Act.

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 to the Proposed Decision and Order in the above-captioned case be and the same are hereby dismissed in part and sustained in part, that the Order on pages 4 and 5 of the Proposed Decision and Order be and the same is hereby modified consistent with this Final Order and

IT IS HEREBY FURTHER ORDERED AND DIRECTED

that SSHE shall:

1. 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.

2. Take the following affirmative action:

(a) Offer to Mr. Lavadie in writing unconditional reinstatement to the position of fiscal assistant in the accounting office without prejudice to any rights and privileges enjoyed by him.

(b) Post a copy of this Final Order within five days of the date hereof in a conspicuous place readily accessible to its employes and have the same remain so posted for a period of ten consecutive days.

(c) Submit to the Board satisfactory evidence of compliance with this Final Order by completion and filing of the attached Affidavit of Compliance.

SEALED, DATED and MAILED pursuant to Conference Call Meeting of the Pennsylvania Labor Relations Board, John Markle, Jr., Chairman, L. Dennis Martire, Member, and Edward G. Feehan, Member, this twenty-seventh day of March, 2001. 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.

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

AFSCME, COUNCIL 13	:	
	:	
v.	:	Case No. PERA-C-99-494-E
	:	
STATE SYSTEM OF HIGHER EDUCATION (Edinboro University)	:	

AFFADAVIT OF COMPLIANCE

SSHE hereby certifies that it has ceased and desisted from its violations of Section 1201(a)(5) of the Act, that it has submitted to Mr. Lavadie in writing unconditional reinstatement to the position of fiscal assistant in the accounting office without prejudice to any rights and privileges enjoyed by him, that it has paid Lavadie any backpay due as a result of his transfer, that it has posted the Final Order as directed and that it has served AFSCME with a copy of this Affidavit.

_____
Signature/Date

_____
Title

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

_____
Signature of Notary Public