

COMMONWEALTH OF PENNSYLVANIA  
Pennsylvania Labor Relations Board

TEAMSTERS LOCAL NO. 249 :  
 :  
 v. : Case No. PF-C-03-109-W  
 :  
 MILLVALE BOROUGH :

**FINAL ORDER**

On January 4, 2005, Millvale Borough (Borough) filed timely exceptions with the Pennsylvania Labor Relations Board (Board) to the Proposed Decision and Order (PDO), issued December 15, 2004. In the PDO, the Hearing Examiner concluded that the Borough committed unfair labor practices in violation of Sections 6(1)(a) and (c) of the Pennsylvania Labor Relations Act (PLRA) by threatening and effectuating discipline against part-time police officer Nicholas Bohr (Bohr) in retaliation for engaging in protected activity. On January 28, 2005, Teamsters Local No. 249 (Union) timely filed a response to the Borough's exceptions.

In June 2000, the Borough hired Officer Bohr as a part-time substitute officer. In January or February 2003, the Borough sent Bohr and Sergeant Derek Miller (Miller) to training for bicycle patrol. Officer Richard Troy (Troy), employed by the University of Pittsburgh, conducted the training at the Allegheny County Police Academy under the terms of a state grant. Under the grant, Bohr and Miller were retrained on police bicycles individually assigned and fitted to each of them.

On July 22, 2003, Borough Officer Warren Lillie in the presence of Bohr, Miller and other officers, stated that a Borough councilmember wanted to use one of the bicycles. Thereafter, Chief Dean Girty (Chief or Girty) directed Bohr to return his bicycle to the station. Consequently, Bohr met alone with Sergeant Miller and discussed whether one of them should contact Troy to learn whether a councilmember was permitted to use the bicycles under the terms of the grant. Upon the direction of Sergeant Miller, Bohr contacted Troy for the answer.

On July 27 or 28, 2003, Girty told Bohr that he would be recommending Bohr's suspension or termination to Mayor James Burn for circumventing the chain of command by contacting Troy about the bicycles. By letter, dated July 29, 2003, Mayor Burn issued a written reprimand to Bohr for violating the chain of command.

Initially, the Borough generally excepts to the Examiner's legal conclusions as unsupported by facts. After a thorough review of the record, the Board agrees with the Borough to the extent that, on this particular record, the Union failed to establish that the Borough possessed the requisite anti-union animus when they disciplined Bohr. There is no evidence that the Chief or the Mayor acted out of union animus when the Borough disciplined Bohr regarding a perceived chain-of-command matter. Therefore, the Chief and the Mayor did not perceive Bohr's behavior as protected and did not specifically intend to retaliate against Bohr in a manner prohibited by PLRA and Act 111. In a discrimination case, the complainant has the burden of proving that the employe was engaged in protected activity, that the employer knew of the employe's protected activity and that the employer's adverse action against the employe was motivated by anti-union animus. St. Joseph's Hospital v. PLRB, 473 Pa. 101, 373 A.2d 1069 (1977); PLRB v. Stairways, Inc., 425 A.2d 1172 (Pa. Cmwlth. 1981). Accordingly, the Union failed to meet its burden of proving the third necessary element of St. Joseph's, the Examiner erred in concluding that the Borough engaged in unfair labor practices in violation of Section 6(1)(c) of the PLRA and the Board sustains the exception to this conclusion.

However, the Examiner properly concluded that the Borough engaged in unfair labor practices in violation of Section 6(1)(a) of the PLRA as charged. In its charge, the Union specifically alleged facts to support an independent violation of 6(1)(a) in paragraph 12 of the specification of charges when it stated that the complained of acts

were taken "in order to coerce, intimidate and discriminate against Officer Bohr for engaging in concerted activities in aid of collective bargaining and other mutual aid or protection." Section 6(1)(a) provides that it shall be an unfair labor practice for an employer "[t]o interfere with, restrain or coerce employees in the exercise of the rights guaranteed in this act." 43 P.S. 211. 6(1)(a). In Upper Gwynedd Township Police Ass'n v. Upper Gwynedd Township, 33 PPER 33133 (Final Order, 2002), the Board stated the following:

The Board will find an independent violation of this provision if the actions of the employer, in light of the circumstances in which the particular act occurred, tend to be coercive, regardless of whether employees have been shown, in fact, to have been coerced. The standard for determining the existence of a Section 6(1)(a) violation does not require proof of anti-union motivation and even an inadvertent act by an employer may interfere with, restrain or coerce employees in the exercise of protected rights.

Upper Gwynedd, 33 PPER at 306. (citations omitted). Although the Chief and the Mayor were not unlawfully motivated, their discipline of Bohr, in light of the circumstances in which Bohr acted in concert with Sergeant Miller, a fellow bicycle patrol officer and Union representative, to contact Troy in fear of losing patrol hours, tended to be coercive in exercising the rights guaranteed by Section 5 of the PLRA.

The Borough also contends that Finding of Fact No. 2 is incomplete and fails to include relevant evidence regarding the scheduling of part-time officers as depending on need and budget. Similarly, the Borough objects to Findings of Fact Nos. 7-9 for failing to include evidence that the complained of scheduling variations were unrelated to Bohr's alleged chain-of-command violation. However, the Hearing Examiner was required to set forth only those facts that were necessary to support his decision. He was not required to summarize all the evidence presented, make findings that are unnecessary or make findings that would support another decision, even if there is substantial evidence to support such findings. Page's Department Store v. Velardi, 464 Pa. 276, 346 A.2d 556 (1975); Ford City Borough, 19 PPER ¶ 19117 (Final Order, 1988). The Examiner expressly concluded that "the Borough hired Officer Bohr to work on a part-time basis as scheduled and as needed as a fill in for other police officers. If the need for him to fill in for other police officers was not the same during 2002 as in 2003, it is unexceptional that his hours were not the same for those two years." (PDO at 5). Accordingly, the Examiner has already recognized the fact that the Borough proposes for supplementing Finding No. 2. However, such a formal finding of fact was unnecessary to support the Examiner's conclusion that the Union only satisfied its unfair labor practice claim for the written reprimand. The Examiner clearly concluded that the Union failed to establish that Bohr's loss of hours resulted from anything other than a diminished need.

The Borough next contends that Finding of Fact No. 4 is both unsupported and incomplete. The Borough claims that the record does not support a finding that Bohr contacted Miller out of fear of losing hours of work. Findings of fact must be supported by substantial, legally competent evidence. PLRB v. Kaufman Department Stores, 345 Pa. 398, 29 A.2d 90 (1942); State System of Higher Education v. PLRB, 737 A.2d 313, 315, n.6 (Pa. Cmwlth. 1999); Manuel Zavala-Lopez v. Kaolin Mushroom Farms, Inc., 29 PPER ¶ 29025 (Final Order, 1997). Substantial evidence is "such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.'" Kaufman, supra (quoting Consolidated Edison Co. v. National Labor Relations Board, 305 U.S. 197, 229, 59 S.Ct. 206, 217 (1938)).

Finding No. 4 provides: "Fearful that his hours of work might be curtailed, Officer Bohr discussed with Sergeant Miller who should contact Officer Troy to see if a member of council was allowed to use one of their bicycles." (F.F. 4). The Examiner cites to pages 14 through 24, among other pages, from the notes of testimony to support Finding No. 4. Indeed, on pages 19-20 Bohr testified that he was concerned that he was not being scheduled for patrol and if council members used the police bicycles it would interfere with his ability to use the bicycle. On page 26, during cross-examination by the Borough's attorney, Bohr testified that "the bike issue was regarding . . . hours of work." (N.T. 26). On page 48, Bohr again reiterated that one of his reasons for

contacting Troy was his concern that he was not being put on the schedule for bike patrol. Clearly, the record contains substantial, competent evidence that Bohr contacted Troy because he was "fearful" or concerned that his bike patrol hours may be curtailed.

The Borough claims that "there is no evidence that anyone communicated to Chief Girty that Bohr had such a concern [over lost hours]." (Exceptions ¶ 3). The Borough also argues that the Examiner erred by failing to find that Troy concluded that the use by a councilmember of one of the bicycles was not improper. These objections are not relevant to the issues presented or the Examiner's decision. Rule 401 of the Pennsylvania Rules of Evidence defines relevant evidence as "evidence having any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence." Pa. R.E. 401. Whether or not anyone communicated Bohr's concerns to Chief Girty is of no consequence to the resolution of the charge in this matter. Evidence concerning Chief Girty's knowledge, understanding or appreciation of Bohr's motivation or concerns does not affect the analysis of whether Bohr's conduct (i.e., conferring with Miller, his Union representative and fellow bicycle patrol officer, and contacting Troy about councilmember bicycle use) constituted protected activity or whether the Borough's imposition of discipline upon Bohr tended to coerce Bohr in the exercise of his Section 5 rights. The Chief's specific knowledge or intent regarding the nature of Bohr's conduct or concerns is not relevant to the determination that the Borough's action constitutes an independent violation of 6(1)(a) on this record. This Board adopts the position of the United States Supreme Court in NLRB v. Washington Aluminum Co., 370 U.S. 9, 14 (1962), which stated the following:

We cannot agree that employees necessarily lose their right to engage in concerted activities under [Section] 7 merely because they do not present a specific demand upon their employer to remedy a condition they find objectionable. The language of [Section] 7 is broad enough to protect concerted activities whether they take place before, after, or at the same time such a demand is made.

Id.<sup>1</sup> Also, the extent, manner or frequency of councilmember bicycle use was similarly not relevant to the issues presented. The Examiner's analyses and conclusions remain unaffected by the accuracy of Miller's or Bohr's perceptions of bicycle use. The Borough's argument in this regard fails to comprehend that the issue here is not whether the councilmember improperly used the bicycle but rather the propriety of the discipline imposed on Officer Bohr following the exercise of protected activity. Although the conduct of the employes may be characterized as unnecessary or unwise, "it has long been settled that the reasonableness of workers' decisions to engage in concerted activity is irrelevant to the determination of whether a labor dispute exists or not." Id. At 16.

The Borough contends that Finding No. 4 is "completely against the record" because "Bohr conceded that Sergeant Miller denies having directed him to contact Officer Troy," (Exceptions ¶ 3), and the Union failed to present the testimony of Miller to establish whether or not Miller gave such an order. (Exceptions ¶ 3). The Borough proposes a negative inference as a result of the Union's failure to present Miller's testimony knowing that Miller denies giving the order. (Exceptions ¶ 3). However, the Union did not have an obligation to produce Miller at the hearing. Indeed, given Miller's alleged position (that he denies ordering Bohr to call Troy) it was in the Borough's interest to call Miller to present substantial evidence to contradict the testimony of Bohr. The relevant part of Finding No. 4 provides as follows: "Upon the direction of Sergeant Miller, Officer Bohr contacted Officer Troy for an answer to that question [of whether a councilmember could use the police bikes]." (F.F. 4). On this record, the only

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<sup>1</sup> In Appeal of Cumberland Valley Sch. Dist., 483 Pa. 134, 394 A.2d 946 (1978), our Supreme Court opined that the Board and the courts may rely on authority arising under the NLRA where there is no meaningful difference in the policies of the NLRA and the public sector. In Cheltenham Township v. PLRB, 846 A.2d 173 (Pa. Cmwlth. 2004), the Commonwealth Court recognized that the language of Section 7 of the NLRA is identical to Section 5 of the PLRA. Accordingly, the Board may rely on federal authority in determining the meaning of "concerted activity", "mutual aid and protection" and protected activity, pursuant to Section 5 of PLRA.

substantial, competent evidence regarding the existence of Miller's order is Bohr's testimony that Miller in fact gave such an order without rebuttal evidence from the Borough. The uncontradicted evidence of record clearly establishes that Miller gave the order and that Bohr is aware that Miller denied to his superiors that he gave the order. Evidence that Bohr is aware of Miller's alleged denial to the Borough, which denial was not given under oath before the Board and therefore remains dehors the record, does not conflict with competent evidence that Miller gave the order or otherwise mutually agreed with Bohr to contact Troy.

The Borough next contends that Finding of Fact No. 5 is incomplete and fails to accurately depict the actual discipline imposed on Bohr. In support, the Borough argues that the uncontradicted testimony of record establishes that Bohr was not removed from the schedule at any time and Bohr's lack of work in September 2003 resulted from Miller's scheduling not the Chief's. Accordingly, argues the Borough, "there is no support in the record for the inference drawn by the examiner that any adverse action was taken in this case, and, in fact, the record is entirely to the contrary." (Exceptions ¶ 4). Finding of Fact No. 5 provides as follows: "On July 27 or 28, 2003, Chief Girty told Officer Bohr that he would be recommending to the Borough's mayor (James Burn) that Officer Bohr be suspended or terminated for having circumvented the chain of command by contacting Officer Troy." (F.F. 5). Finding No. 5 does not refer to Bohr's removal from the schedule or a lack of work in September 2003. Indeed, no findings of fact refer to the September 2003 schedule. Although the Examiner, in his discussion, drew a negative inference from the fact that Bohr was not scheduled in September 2003 while other part-time officers were, he made no findings of fact to that effect and expressly stated that there was no basis for relief. (PDO 4). Absent a finding of fact or a legal conclusion based on such a finding regarding the September 2003 schedule, the Examiner's reference to the September 2003 schedule constitutes dicta and the reference to the September 2003 schedule is not subject to review for either factual or legal error.

The Borough's broad claim that there is no support in the record to draw an inference that any adverse action was taken in this case simply ignores the uncontradicted evidence offered by the Union and acknowledged by the Borough that Mayor Burn issued a written reprimand to Bohr on July 29, 2003. (F.F. 6). As regards the Borough's claim that Finding No. 5 fails to accurately depict the actual discipline meted out in this case, the very next finding, Finding of Fact No. 6, which the Borough has not specifically challenged, accurately reflects the actual discipline imposed upon Bohr and provides that "Mayor Burn issued to Officer Bohr a written reprimand for having circumvented the chain of command by contacting Officer Troy." (F.F. 6).

The Borough next argues that the Examiner erred in failing to include in any of the findings of fact allegedly "unrebutted testimony that Bohr clearly went outside of the chain of command in contacting Troy." However, this claim is unsupported by the record. The unrebutted substantial evidence of record clearly provides the following: Sergeant Miller was Bohr's immediate supervisor in his chain of command; Miller directed Bohr to contact Troy regarding non-police use of the bicycles, as provided in Finding No. 4; and Bohr actually followed the proper chain of command in obeying the direction of a superior officer. (N.T. 26, 37, 56-57). Also, findings regarding chain of command are not necessary to support the Examiner's conclusion in this case that Bohr was engaged in protected, concerted activity and that the Borough issued a written reprimand to Bohr after Bohr engaged in that protected activity. The relevant inquiry before the Examiner on this record was whether Bohr and Miller were engaged in protected activity and not whether that activity constituted a violation of the chain of command, which as will be explained in more detail infra, are separate issues. Accordingly, the Borough's proposed findings must be rejected. Page's Dep't Store, supra.

The Borough next claims that the Examiner erred in failing to note that allegedly "Bohr first asserted that Miller and he 'agreed' that Bohr would contact Troy, but later changed his testimony to be that Miller 'ordered' him to do so." (Exceptions ¶ 7). However, the Board does not perceive the distinction as constituting a change or as being inconsistent as alleged. Certainly Bohr can agree with the directions and orders given to him by his superior officers. Bohr consistently testifies throughout the hearing that Miller either told or ordered him to contact Troy. On page 19 of the notes of testimony,

Bohr testified that he asked Miller "are you going to call Rick Troy. And he said, not right now. Then he said---I said, do you want me to call . He said, Yeah, I want you to call and tell them that they're using the bike, what's going to go on, are they allowed to use it." (N.T. 19). This exchange between Bohr and Miller demonstrates that although Miller directed Bohr to contact Troy, Bohr indeed was a willing participant who agreed with the action of contacting Troy. Therefore, the Borough's proposed finding would not be supported by the record. Accordingly, the Examiner did not err by not making such a finding.

The Borough further maintains that the Examiner erred in concluding that Bohr was engaged in concerted and protected activity. Without citing any authority to support its position, the Borough argues that the circumvention of the chain of command, whether or not in concert with one another, is in clear violation of legitimate work rules and therefore can not be protected activity.

First, as concluded above, the Borough's argument ignores the fact that the record contains consistent, substantial evidence that Sergeant Miller, Bohr's superior officer, directed Bohr to contact Troy, as provided in Finding of fact No. 4. The Chief testified, on page 104 of the notes of testimony, that Bohr is not permitted to disregard a directive from Sergeant Miller. Accordingly, Bohr simply did not circumvent the chain of command or violate the chain-of-command work rule. The factual predicate for the Borough's argument and its discipline does not exist on this record.

Also, activity may be statutorily protected even though the activity may be perceived by the employer to violate its chain of command. Section 5 of the PLRA contains protected activities and provides that "[e]mployees shall have the right to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection." 43 P.S. § 211.5 (emphasis added). In PLRB v. Fabrication Specialists, Inc., 477 Pa. 23, 383 A.2d 802 (1978), our Supreme Court endorsed a liberal statutory construction of what constitutes "protected activity". The Fabrication Specialists Court concluded that "a meeting of employees to plan a course of action for dealing with their employer is an activity protected from employer interference by Section 6." Fabrication Specialists, 383 A.2d at 807. It must be remembered here that the factfinder credited (F.F. 4) Bohr's testimony that his reason for pursuing the use of the bicycle with Miller and Troy was his concern that he would lose work and pay if the bicycle was unavailable for patrol duties.

In Fraternal Order of Police, Lodge No. 10 v. City of Allentown, 26 PPER ¶ 26143 (Final Order, 1995), the union president, who was also an officer, was given a suspension and transfer for going outside the chain of command by contacting the district attorney to investigate possible misuse of another officer's medical authorization form. The Allentown Board relied on the United States Supreme Court's decision in Eastex, Inc. v. NLRB, 437 U.S. 556, 98 S.Ct. 2505 (1978), and concluded that Section 5 of the PLRA, like Section 7 of the NLRA, "protects employe action beyond the immediate employe-employer relationship." Allentown, 26 PPER at 333. In Allentown, the Board also relied on Washington Aluminum, supra, and concluded that protected activity is not rendered unprotected merely because the employes involved have breached a work rule. Allentown, 26 PPER at 333. Although the record clearly establishes that the chain-of-command work rule was not breached in this case, this Board and the Supreme Court have already concluded that such a breach will not, by itself, remove the protective cloak of Section 5. Accordingly, whether or not Bohr breached the chain of command is not relevant to determining whether he was engaged in protected activity.

The Borough's chain of command does and must accommodate other concerns. The Borough's existing policies and procedures manual explicitly prohibits unlawful or immoral conduct, which would require a subordinate officer to take appropriate steps to address an offending order of a superior officer.<sup>2</sup> (Employer Exhibit A at 23-28). In such an instance, following the proper chain of command would be ineffectual. Also, the

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<sup>2</sup> The Board is not suggesting that the Chief engaged in misconduct other than the unfair labor practice at issue.

Eastex Court held that concerted activity is protected when employees promote political action that would improve conditions for all workers in general beyond the particular respondent's business. Eastex, supra. The NLRB has held that an employee's unauthorized contact with OSHA on behalf employees to complain about the work environment is protected. Owens Illinois, Inc., 290 N.L.R.B. 1193 (1988). Concerted activity that is related to terms or conditions of employment is protected. Orchard Park Health Care System, Inc., 341 NLRB No. 93 (2004)(concluding that employee complaints to state agency regarding excessive temperatures in the nursing home on behalf of patient/residence and not on behalf employees did not relate to employees' conditions of employment and therefore did not constitute protected activity). Indeed, the Borough's position exalting absolute adherence to a strict chain-of-command rule is undermined by federal and state "whistleblower" statutes that clearly establish legislative policies protecting employees acting without authority beyond the chain-of-command or internal hierarchical structure of the employer to protect conditions of employment, safety in the workplace or a broader public interest.<sup>3</sup>

Bohr and Sergeant Miller were the only two bicycle patrol officers. The record establishes that, without knowing the extent to which the councilmember wished to use the bicycle equipment, they were concerned about the affects on their bicycle patrol duties and hours. The very purpose of collective bargaining laws is to protect employees acting in concert over wages, hours and working conditions. Commonwealth of Pennsylvania v. PLRB, 568 A.2d 730 (Pa. Cmwlth. 1990). The record also establishes that Bohr acted on, and in agreement with, Sergeant Miller's authority when he contacted Troy regarding the non-police use of the patrol bicycles. Bohr and Miller therefore engaged in concerted activity. The perceived affect on hours and patrol duties was directly related to Miller's and Bohr's terms and conditions of employment and Bohr was engaged in protected activity when he contacted Troy.

The Borough's contention that there can be no protected activity or unfair practice for Bohr's discipline because his actions violated a legitimate work rule (forbidding chain-of-command violations) is also without merit.<sup>4</sup> However, an employer is not permitted to unilaterally promulgate or apply work rules in a manner that encroaches on the statutory protections of employees. An employer possesses a legitimate managerial interest to fashion rules governing the conduct of employees, to facilitate the efficient and effective operation of the employer and to ensure that employees conduct themselves in a manner that enables the public employer to meet its obligation to deliver a necessary level and quality of service. An employer possesses an undisputed right to maintain discipline to effectuate its managerial interests and purposes. Republic Aviation Corp. v. NLRB, 324 U.S. 793, 65 S. Ct. 982 (1945). However, the employer's rights are not unlimited and must accommodate the employees' equally important statutory rights. Id. In Stairways, supra, the Commonwealth Court quoted the United States Supreme Court in NLRB v. Gissel Packing, Co., 395 U.S. 575 (1969) and thereby stated the following:

[A]n employer's rights cannot outweigh the equal rights of the employees . . . . And any balancing of those rights must take into account the economic dependence of the employees on their employers, and the necessary tendency of the former, because of that relationship, to pick up intended implications of the latter that might be more readily dismissed by a more disinterested ear.

Stairways, 425 A.2d at 1175 (quoting Gissel Packing, 395 U.S. at 617).

Employee protected rights may be provided by collective bargaining statutes, whistleblower statutes, occupational safety statutes or other enactments. Fundamentally, an employer is not permitted to apply a chain-of-command type of work rule in a manner that disciplines employees for complaining about wages to one another, instead of to the employer, and thereafter seeking to organize a union, outside the chain of command, to

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<sup>3</sup> Whistleblower Protection Act of 1989, 5 U.S.C. § 1213; Whistleblower Law, 43 P.S. §§ 1421-1428.

<sup>4</sup> The Board concluded above that Bohr did not circumvent the chain of command in this case and that employees may, in certain instances violate the chain of command for legitimate, protected reasons.

address those concerns. Such a rule would transgress the employees' statutory protections under Act 111 and PLRA (or PERA if applicable).

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

#### CONCLUSIONS

CONCLUSIONS 1 through 3 of the Proposed Decision and Order are affirmed and incorporated herein by reference.

CONCLUSION 4 is vacated and set aside.

5. The Borough has committed unfair labor practices within the meaning of Section 6(1)(a) of the PLRA.

6. The Borough has not committed unfair labor practices in violation of Section 6(1)(c) of the PLRA.

#### ORDER

In view of the foregoing and in order to effectuate the policies of the Pennsylvania Labor Relations Act and Act 111 of 1968, the Board

#### HEREBY ORDERS AND DIRECTS

that the exceptions filed to the Proposed Decision and Order in the above-captioned matter be and the same are hereby dismissed, in part, and sustained, in part, that the Proposed Decision and Order, as amended, is hereby made absolute and final, and

#### IT IS HEREBY FURTHER ORDERED AND DIRECTED

that the Borough shall:

1. Cease and desist from interfering with, restraining or coercing employees in the exercise of the rights guaranteed in the PLRA.

2. Take the following affirmative action, which the Board finds necessary to effectuate the policies of the PLRA:

(a) Rescind the written reprimand of Officer Bohr;

(b) Post a copy of the Proposed Decision and Order and this Order within five (5) days from the effective date hereof in a conspicuous place readily accessible to its employees 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 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, L. Dennis Martire, Chairman, and Anne E. Covey, Member, this nineteenth day of April, 2005. 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

TEAMSTERS LOCAL NO. 249 :  
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 v. : Case No. PF-C-03-109-W  
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 MILLVALE BOROUGH :

**AFFIDAVIT OF COMPLIANCE**

The Borough hereby certifies that it has ceased and desisted from its violation of Section 6(1)(a) of the PLRA, that it has rescinded the written reprimand of Officer Bohr, that it has posted the Proposed Decision and Order and Final Order as directed and that it has served a copy of this affidavit on the Union.

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Title

SWORN AND SUBSCRIBED TO before me  
The day and year aforesaid.

\_\_\_\_\_  
Signature of Notary Public