

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

PENNSYLVANIA STATE CORRECTIONS :
OFFICERS ASSOCIATION :
 :
 v. : Case No. PERA-C-05-158-E
 :
 COMMONWEALTH OF PENNSYLVANIA :
 DEPARTMENT OF CORRECTIONS :
 DALLAS SCI :

PROPOSED DECISION AND ORDER

On March 25, 2005, the Pennsylvania State Corrections Officers Association (PSCOA) filed with the Pennsylvania Labor Relations Board (Board) a charge of unfair practices alleging that the Commonwealth of Pennsylvania (Commonwealth) had violated sections 1201(a)(1) and 1201(a)(5) of the Public Employee Relations Act (Act) by refusing to provide scan reports and misconduct reports as requested by local union president Kevin Ransom. On June 20, 2005, the Secretary of the Board issued a complaint and notice of hearing directing that a hearing be held on September 1, 2005. The hearing examiner subsequently twice continued the hearing, first at the request of the Commonwealth without objection by PSCOA and then at the request of both parties. On December 19, 2005, the hearing was held. Both parties were afforded a full opportunity to present evidence and to cross-examine witnesses. On January 27, 2005, each party filed a brief.

The hearing examiner, on the basis of the evidence presented at the hearing and from all other matters of record, makes the following:

FINDINGS OF FACT

1. On May 31, 2001, the Board certified PSCOA as the exclusive representative of a bargaining unit that includes corrections officers employed by the Commonwealth at the State Correctional Institution at Dallas (SCI-Dallas). (Case No. PERA-R-01-153-E)

2. On November 5, 2001, the parties executed a three-year collective bargaining agreement providing at article 33, section 22, as follows:

"The Employer must retain certain prerogatives which include but are not limited to the determination of the required employee complement. Due regard shall be given by the Employer in determining personnel needs to the safety of employees. The Association may invoke the provisions of the grievance procedure in the event it determines that assignments are made without due regard to safety."

(Union Exhibit 3)

3. By memorandum dated February 22, 2005, PSCOA's local president at SCI-Dallas (Kevin Ransom) wrote to the major of the guard at SCI-Dallas (Robert McMillan) as follows:

"Please provide me the last twelve (12) months of SCAN reports for the Institution, the reports should be clear, accurate and concise. Please perform the request in a timely manner. I thank you in advance.

As always, if I can be of assistance to you or you have questions of me please do not hesitate to contact me."

(N.T. 4, 13, 35-37; Union Exhibit 5)

4. A scan report is a compilation of data that SCI-Dallas submits to the central office of the Department of Corrections on a monthly basis for the central office "to derive

data from" and to use "for various other administrative needs." Among other things, a scan report includes data on contraband, including cell searches and contraband finds; escapes; segregation, covering how many inmates are in various forms of custody; unusual incidents/circumstances, including serious assault, homicide, riot or destructive rebellion, and serious injury to inmate or staff; missing tool reports; and assaults. A scan report does not include data on attempted assaults. (N.T. 37-38, 43-46, 72; Union Exhibit 2)

5. President Ransom requested the scan reports so he could verify that the Commonwealth was giving due regard to the safety of corrections officers at SCI-Dallas as set forth in article 33, section 22, of the collective bargaining agreement. (N.T. 7-11, 15-16, 23-24, 26, 31-32)

6. By memorandum dated February 28, 2005, President Ransom wrote to Major McMillan as follows:

"Per our conversation on March 4, 2005, the only pending information that I have requested is the following. Please note I am modifying my request for the actual photo copies of the DC 141 and Dispositions, you may substitute those reports simply with a print out from the Hearing Examiner hearing system. Please do not eliminate or black out the names of the staff or inmates involved. Additionally, please include 'attempted assaults' by inmates on staff.

*DC 141 Hearing Examiner Reports relative to assaults committed, accused or attempted against any staff member, this report shall contain the dispositions of the same. Also if there where (sic) any informal resolutions on an assault inmate v staff (I assume not).

*Scan reports for the previous twelve months (12), the reports shall be complete.

*Assault packets' to include the DC 121-141 and all other pertinent information that is contained in the same.

As always, if I can be of assistance to you or you have questions of me please do not hesitate to contact me."

(N.T. 40; Union Exhibit 6)

7. A DC 141 is a form used by the Commonwealth to charge an inmate with a wide variety of misconduct, including assault. Misconduct charges are disposed of by a hearing examiner. After a hearing, the hearing examiner places in the inmate's official file a hand-written disposition of the charge giving a complete account of the hearing, the outcome of the charge and any sanctions imposed. A corrections officer acting as a clerk for the hearing examiner also enters into a computer database the outcome of the charge and any sanctions imposed. The corrections officer does not include a complete account of the hearing in the computer database. (N.T. 6-7, 26-29, 41-44, 54-64, 69-72; Union Exhibit 1)

8. President Ransom requested the DC 141 hearing examiner reports so he could verify that the Commonwealth was accurately reporting assaults in the scan reports and thereby giving due regard to the safety of corrections officers at SCI-Dallas as set forth in article 33, section 22, of the collective bargaining agreement. (N.T. 15, 25, 30, 65-67)

9. In March 2005, Major McMillan denied President Ransom's request for the scan reports. Before he did so, Major McMillan did not try to determine if President Ransom would accept anything less than the scan reports in their entirety. Previously, the Commonwealth had provided President Ransom with the entire scan report for November 2004. (N.T. 6, 11-15, 20-22, 39, 49-50; Union Exhibit 2)

10. By memorandum dated March 8, 2005, President Ransom wrote to Major McMillan as follows:

"Please let me comment on your refusal to provide me the documents I have requested. As you know I made a written formal request at the February 22, 2005

Labor Management Meeting. Now on March 7, 2005 you advise me that, you will not turn the documents over. I, through the SCI Dallas Pennsylvania State Corrections Officers Association am advising you once again that I need these documents for the processing of Local matters. You have instructed me to get those documents from the PSCOA Headquarters. That is not a fair response. For your recollection you have denied my request for the Following:

- * Scan Reports from February 22, 2004 to February 22, 2005
 - * Copies of DC 141 and dispositions, as you know I did modify the request for the DC 141 to be the hearing examiners reports and disposition.
 - * Assault packets from February 22, 2004 to February 22, 2005 (you have not given me your position on this individual request).
- All of these documents are maintained at the Facility and are easily accessible to you. All of the requested documents are important to the Local. The local is entitled to these documents.

As always, if I can be of assistance to you, or you have questions of me, please do not hesitate to contact me."

(N.T. 40; Union Exhibit 8)

11. Major McMillan subsequently provided President Ransom with 19 assault packets containing hearing examiner reports disposing of misconduct charges for assault. (N.T. 5-6, 16, 24-25, 29, 40, 42, 52; Commonwealth Exhibit 1)

DISCUSSION

PSCOA has charged that the Commonwealth committed unfair practices under sections 1201(a)(1) and 1201(a)(5) of the Act by refusing to provide scan reports and misconduct reports as requested by President Ransom. As set forth in the specification of charges, PSCOA alleges that the Commonwealth was obligated to provide those reports because "[t]he information requested was necessary and relevant to the investigation and processing of grievances."

The Commonwealth submits that the charge should be dismissed for a variety of reasons. As to the scan reports, the Commonwealth contends that it was under no obligation to provide them because President Ransom's request was overbroad, did not reference a legitimate purpose for the request and was for irrelevant information. As to the misconduct reports, the Commonwealth contends that it was under no obligation to provide them because President Ransom's request was unduly burdensome to comply with and was for irrelevant information. The Commonwealth also contends that its due process rights were violated because PSCOA prosecuted at the hearing causes of action different from those set forth in the charge.

The applicable law

In a previous case involving the same parties, Commonwealth of Pennsylvania, Department of Corrections, Greene SCI, 34 PPER 52 (Final Order 2003), the Board explained the law regarding an employer's obligation to provide requested information for the investigation and processing of grievances as follows:

"Pursuant to its statutory collective bargaining obligations, an employer is required to provide the union with information that is relevant to representing employes in negotiations for a future contract and policing the administration of the existing contract. PSSU, Local 668 v. Commonwealth of Pennsylvania, 17 PPER ¶ 17042, p. 108 (Final Order, 1986); NLRB v. Acme Industrial Company, 385 U.S. 432, 87 S.Ct. 565 (1967). The union is likewise entitled to information that it reasonably needs to properly process a grievance. Commonwealth of Pennsylvania v. PLRB, 527 A.2d 1097 (Pa. Cmwlth. 1987). There is no requirement that a grievance actually be pending at the time the information is requested. North Hills Education Association v. North Hills School District, 29 PPER ¶ 29063 (Final Order, 1998). However, where no

grievance is pending, the information sought must at least relate to a matter which arguably on its face would be governed by the contract. Commonwealth v. PLRB, supra."

34 PPER at 162.

In Upper Gwynedd Township, 31 PPER ¶ 31157 (Final Order 2000), the Board placed on the union the burden of showing the relevance of requested information. Quoting Commonwealth of Pennsylvania, Department of Public Welfare, 17 PPER ¶ 17125 at 327, aff'd sub nom. Commonwealth of Pennsylvania v. PLRB, 527 A.2d 1097 (Pa. Cmwlth. 1987), the Board also reiterated that "a union's bare assertion that it needs information to process a grievance does not automatically oblige the employer to supply all information requested. Detroit Edison Co. v. NLRB, 440 U.S. 301, 99 S.[C]t. 1123 (1979)." 31 PPER at 377. As the Board previously explained in Commonwealth of Pennsylvania, Department of Revenue, Office of Inspector General, 22 PPER ¶ 22069 (Final Order 1991):

"Just as a union does not have an unfettered right to any information that it deems relevant to the processing of a grievance; an employer's confidentiality interests do not give it the absolute right to deny the union the requested information. Detroit Edison [Company v. NLRB], 440 U.S. 301, 100 LRRM 2728 (1979)]. The employer must make a good faith effort to accommodate its confidentiality interests with the union's need for the information. If the employer has a legitimate and substantial confidentiality interest and proposes a means of accommodating its interests with those of the union and the union fails to make a counterproposal, the union may risk dismissal of an unfair practice charge even if the employer's proposed accommodation is not the best possible accommodation. See ARASCO, Inc., 116 LRRM 1506 (NLRB Advice Memo, 1984). This is a matter the parties should negotiate over. If they bargain in good faith but are unable to reach agreement on an accommodation of the respective interests and an unfair practice charge is filed, it may then be necessary for the Board to balance the respective interest to determine if the employer's conduct was an unfair practice."

22 PPER at 159 (footnote omitted).

In Indiana Area School District, 35 PPER 103 (Proposed Decision and Order 2004), the hearing examiner opined that "[i]f producing [relevant requested] information would be unduly burdensome, the employer may not categorically refuse to provide the information, but the parties must bargain over how the costs of providing the information are to be borne. Queen Anne Record Sales, Inc. d/b/a Tower Books, 273 NLRB 671, 118 LRRM 1113 (1984) (construing analogous federal law)." 35 PPER at 323.

The charging party must prove its charge by substantial evidence. St. Joseph's Hospital v. PLRB, 473 Pa. 101, 373 A.2d 1069 (1977). Speculation is not substantial evidence. Shive v. Bellefonte Area Board of School Directors, 317 A.2d 311 (Pa. Cmwlth. 1974).

The scan reports

The record shows that the parties' collective bargaining agreement provides at article 33, section 22, that "[d]ue regard shall be given by the Employer in determining personnel needs to the safety of employees" (finding of fact 2). The record also shows that President Ransom requested scan reports from February 22, 2004, to February 22, 2005, so he could verify that the Commonwealth was giving due regard to the safety of corrections officers at SCI-Dallas as set forth in article 33, section 22, of the collective bargaining agreement (findings of fact 3, 5, 6 and 10). The record further shows that a scan report contains data about contraband, escapes, segregation, unusual incidents/circumstances, missing tool reports and assaults that SCI-Dallas reports to the central office of the Department of Corrections on a monthly basis for the central office "to derive data from" and to use "for various other administrative needs" (finding of fact 4).

On that record, it is apparent that PSCOA established that the requested scan reports are relevant to the extent that they include data about contraband, escapes, segregation, unusual incidents/circumstances, missing tool reports and assaults. Data of that sort bears on the question of whether or not the Commonwealth in determining its

personnel needs at SCI-Dallas is giving due regard to the safety of corrections officers there as set forth in article 33, section 22, of the collective bargaining agreement.¹ Indeed, increasing numbers in that data would support an argument that the Commonwealth's employe complement at SCI-Dallas is too small from the point of view of employe safety. Thus, the Commonwealth was under an obligation to provide President Ransom with the requested scan reports to the extent that they include data about contraband, escapes, segregation, unusual incidents/circumstances, missing tool reports and assaults. Because the Commonwealth only provided President Ransom with one of the requested scan reports (finding of fact 9), the Commonwealth must be found in violation of the Act as charged.

The Commonwealth contends that it was under no obligation to provide President Ransom with the scan reports because his request was overbroad. As the Commonwealth points out, President Ransom requested the scan reports in their entirety (findings of fact 3, 6 and 10). As the Commonwealth also points out, in addition to the data noted above, a scan report includes data about the special needs unit, covering the number of inmates in the unit; population by custody levels; treatment programs, covering the number of inmates enrolled in them; education, covering the number of inmates enrolled in school; work, covering the number of inmates assigned to work; overtime expenditures; and religious activities and volunteer services (Union Exhibit 2). The Commonwealth further points out that President Ransom admitted at the hearing that he had no interest in any of that additional data (N.T. 8, 10, 18-19, 31) yet never modified his request to exclude any of that data (N.T. 19-20, 33). According to the Commonwealth, it "cannot be found to have refused to comply with an information request different from the one originally made by the Union" (brief at 5). The Commonwealth cites Commonwealth of Pennsylvania, 33 PPER ¶ 33143 (Proposed Decision and Order 2002), in support of its contention. In that case, the hearing examiner, citing Commonwealth of Pennsylvania (Liquor Control Board), 22 PPER ¶ 22009 (Final Order 1990), opined that as matter of due process an employer is only obligated to defend the charge set forth in a complaint.

The Commonwealth's contention is without merit. Although President Ransom admitted at the hearing that he had no interest in all of the data in the scan reports, there is no dispute that the scan reports contain some data that is relevant. Major McMillan admitted as much in his testimony (N.T. 50-52). Under the analysis set forth in Commonwealth of Pennsylvania, Department of Revenue, Office of Inspector General, supra, an employer is to make a good faith effort to accommodate a union's request for relevant information. Thus, if Major McMillan was uncertain about President Ransom's need for the scan reports in their entirety, it was incumbent upon Major McMillan to clarify as much with him, yet Major McMillan did not (finding of fact 9). Moreover, the Commonwealth previously had provided President Ransom with a scan report in its entirety (finding of fact 9), giving him no reason to believe that he had to limit his request for any others. Accordingly, the mere fact that President Ransom's request was for the scan reports in their entirety provides no defense to the charge.

Neither Commonwealth of Pennsylvania, supra, nor Commonwealth of Pennsylvania (Liquor Control Board), supra, compels a contrary result. The only request for scan reports that the Commonwealth had to defend at the hearing was the one set forth in the charge. Thus, the Commonwealth's due process rights have been preserved.

The Commonwealth also contends that it was under no obligation to provide President Ransom with the scan reports because his request for them did not reference a legitimate purpose for the request. The Commonwealth points out that he simply indicated that he wanted them for "Local matters" (finding of fact 10). As set forth in its brief at 7, in the Commonwealth's view,

"in order to avoid fishing expeditions by a union, the employer should at least be entitled to some specificity from the union as to the need for the information.

¹In its brief at 3, PSCOA contends that the scan reports also are relevant because the same data bears on the question of whether or not the Commonwealth is in violation of article 36 of the parties' collective bargaining agreement dealing with the safety and health of corrections officers, but a close review of President Ransom's testimony reveals that he only requested the information in relation to article 33, section 22, of the collective bargaining agreement (finding of fact 5). Thus, PSCOA's contention finds no support in the record.

Otherwise, there is no standard for information requests and an employer simply has to provide whatever information the union requests; if such is the case, there is no standard for information request cases."

Again, the Commonwealth's contention is without merit. The standard for information request cases is as set forth in the law. As noted in Commonwealth of Pennsylvania, Department of Revenue, Office of Inspector General, supra, a union does not have the unfettered right to any information that it deems relevant; rather, a union is only entitled to information that is relevant. Thus, where a union engages in a proverbial fishing expedition for information that is not relevant, an employer is under no obligation to provide the information simply because the union deems it to be relevant. See also Upper Gwynedd Township, supra, where the Board found that a union was not entitled to requested information that was not relevant even though the union deemed it to be relevant. Moreover, as explained above, under the reasoning set forth in Commonwealth of Pennsylvania, Department of Revenue, Office of Inspector General, supra, the employer's obligation to bargain in good faith requires it to clarify with the union the need for requested information. Accordingly, the fact that President Ransom's request for the scan reports did not reference a legitimate purpose for the request provides no defense to the charge.²

The Commonwealth further contends that it was under no obligation to provide President Ransom with the scan reports because the scan reports are irrelevant. Citing President Ransom's testimony at N.T. 22 and Major McMillan's testimony at N.T. 47-48, the Commonwealth submits that President Ransom requested the scan reports in relation to a state-wide grievance involving corrections officers leaving their posts early and that none of the data in the scan reports bears on the matter at issue in that grievance. The Commonwealth misconstrues President Ransom's testimony. Although President Ransom referenced the state-wide grievance in his testimony, he never said that he wanted the scan reports in relation to that grievance; rather, as noted above, he requested the scan reports in relation to his own investigation into whether or not the Commonwealth was giving due regard to the safety of corrections officers at SCI-Dallas (finding of fact 5). Thus, there is no factual support for the Commonwealth's contention.³

The misconduct reports

The record shows that President Ransom requested "print out[s] from the Hearing Examiner hearing system" of "DC 141 Hearing Examiner Reports relative to assaults committed, accused or attempted against any staff member, this report shall contain the dispositions of the same. Also if there where (sic) any informal resolutions of an assault inmate v staff (I assume not)" (finding of fact 6). The record also shows that President Ransom made his request so he could verify that the Commonwealth was giving due regard to the safety of corrections officers at SCI-Dallas as set forth in article 33, section 22 of the collective bargaining agreement by accurately reporting assaults in scan reports (finding of fact 8). As noted above, the record shows that scan reports

²In its brief at 3, 8-9, PSCOA contends that there is no factual support for the Commonwealth's contention in any event. According to PSCOA, President Ransom testified at N.T. 23 and 31 that he told Major McMillan that he wanted the scan reports for a grievance, while Major McMillan never testified otherwise. PSCOA overlooks, however, that Major McMillan testified at N.T. 48 that President Ransom never said that his request was for a grievance or potential grievance. Thus, there is conflict in the testimony. PSCOA presents no argument as to why President Ransom's testimony should be credited over Major McMillan's. A close review of the record reveals that President Ransom was equivocal in his testimony in that he was unable to say when he told Major McMillan that he wanted the scan reports for a grievance. By contrast, a close review of the record reveals that Major McMillan was not equivocal in his testimony. On this point, then, Major McMillan's testimony has been found to be more credible than President Ransom's. Accordingly, PSCOA's contention is without merit.

³To the extent that the Commonwealth contends that the charge should be dismissed because it provided the scan reports to PSCOA in relation to the state-wide grievance and therefore did not have to provide them to President Ransom, it is noted that even if there is a theoretical basis for such a contention, there is no factual support for one. Major McMillan only testified that the central office of the Department of Corrections was going to provide the scan reports to PSCOA (N.T. 39, 49). The record does not show that the central office ever did so.

include data about assaults that SCI-Dallas reports to the central office of the Department of Corrections on a monthly basis for the central office "to derive data from" and to use "for various other administrative needs" (finding of fact 4). The record further shows that a DC 141 hearing examiner report is the hand-written disposition by a hearing examiner of a charge of misconduct against an inmate for a wide variety of misconduct, including assault (finding of fact 7).

On that record, it is apparent that PSCOA established that DC 141 hearing examiner reports are relevant to the extent that they involve assaults. Cross-checking the number of hearing examiner reports involving assaults with the number of assaults reported in the scan reports will enable President Ransom to make an informed judgment as to whether or not the Commonwealth is giving due regard to the safety of corrections officers at SCI-Dallas as set forth in article 33, section 22, of the collective bargaining agreement by accurately reporting the number of assaults there. Thus, the Commonwealth was under an obligation to provide President Ransom with the DC 141 hearing examiner reports he requested to the extent that they involve assaults.

The record does not show, however, that the Commonwealth refused to provide President Ransom with the DC 141 hearing examiner reports involving assaults that he requested. To the contrary, the record shows that the Commonwealth provided President Ransom with 19 such reports (finding of fact 11). President Ransom testified that, because he does not trust the Commonwealth in light of an earlier discrepancy in the number of weapons it reportedly found at SCI-Dallas, he did not believe that the Commonwealth provided him with all of the DC 141 hearing examiner reports involving assaults (N.T. 6, 10, 16, 25, 31-32, 46-47, 65-67), but President Ransom's belief in that regard is based on speculation and thus is not substantial evidence that the Commonwealth has not provided all of the DC 141 hearing examiner reports involving assaults that he requested. See Shive, supra (speculation is not substantial evidence). Accordingly, there is no basis for finding that the Commonwealth violated the Act by refusing to provide President Ransom with the DC 141 hearing examiner reports involving assaults that he requested.

Nor is there a basis for finding that the Commonwealth violated the Act by refusing to provide President Ransom with any other DC 141 hearing examiner reports that he requested. As noted above, the record shows that President Ransom requested DC 141 hearing examiner reports so he could verify that the Commonwealth was giving due regard to the safety of corrections officers at SCI-Dallas as set forth in article 33, section 22, of the collective bargaining agreement by accurately reporting assaults in the scan reports (finding of fact 8). Noticeably absent from his testimony was any indication that he made his request so he could verify that the Commonwealth was giving due regard to the safety of corrections officers at SCI-Dallas as set forth in article 33, section 22, of the collective bargaining agreement by accurately reporting accused or attempted assaults in the scan reports. Moreover, the record shows that scan reports do not contain data about accused or attempted assaults (finding of fact 4), so DC 141 hearing examiner reports relating to accused or attempted assaults would be of no use in verifying that the Commonwealth was giving due regard to the safety of corrections officers as set forth in article 33, section 22, of the collective bargaining agreement by accurately reporting attempted assaults in the scan reports. Thus, PSCOA did not establish that the other DC 141 hearing examiner reports that President Ransom requested are relevant.

Given the foregoing, there is no need to address the Commonwealth's contention that the charge should be dismissed because it would have been unduly burdensome to comply with the full scope of President Ransom's request for DC 141 hearing examiner reports. Nor is there any basis for finding that the Commonwealth's due process rights have been violated.

CONCLUSIONS

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

1. The Commonwealth is an employer under section 301(1) of the Act.
2. PSCOA is an employe organization under section 301(3) of the Act.

3. The Board has jurisdiction over the parties.

4. The Commonwealth has committed unfair practices under sections 1201(a)(1) and 1201(a)(5) of the Act.

ORDER

In view of the foregoing and in order to effectuate the policies of the Act, the hearing examiner

HEREBY ORDERS AND DIRECTS

that the Commonwealth shall:

1. Cease and desist from interfering, restraining or coercing employes in the exercise of the rights guaranteed in Article IV of the Act.

2. Cease and desist from refusing to bargain collectively in good faith with an employe representative which is the exclusive representative of employes in an appropriate unit, including but limited to the discussing of grievances with the exclusive representative.

3. Take the following affirmative action which the hearing examiner finds necessary to effectuate the policies of the Act:

(a) Insofar as it has not already done so, provide President Ransom with the scan reports for SCI-Dallas from February 22, 2004, to February 22, 2005, to the extent that they include data about contraband, escapes, segregation of inmates, unusual incidents/circumstances, missing tool reports and assaults.

(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 its 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 completing and filing of the attached affidavit of compliance.

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 order shall be final.

SIGNED, DATED AND MAILED at Harrisburg, Pennsylvania, this ninth day of February 2006.

PENNSYLVANIA LABOR RELATIONS BOARD

Donald A. Wallace, Hearing Examiner

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February 9, 2006

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COMMONWEALTH OF PENNSYLVANIA
Case No. PERA-C-05-158-E

Enclosed is a copy of the proposed decision and order that I have issued this date.

Sincerely,

DONALD A. WALLACE
Hearing Examiner

Enclosure

cc: Stephen J. Holroyd, Esquire
Frank Fisher, Esquire
Don McNany
Percy Poindexter
Donald Adams
Jeffrey A. Beard
Timothy Musser
Carol Scott