COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

AFSCME DISTRICT COUNCIL 85 LOCAL 2184	:	
v.	:	Case No. PERA-C-05-259-W
McKEAN COUNTY	:	

PROPOSED DECISION AND ORDER

On June 15, 2005, AFSCME District Council 85 (Union or Complainant) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (Board) alleging that McKean County (County or Respondent) violated Section 1201(a)(1) and (5) of the Public Employe Relations Act (Act) by engaging in bad faith bargaining.

On July 22, 2005, the Secretary of the Board issued a Complaint and Notice of Hearing in which the matter was assigned to a conciliator for the purpose of seeking resolution of the matters in dispute through mutual agreement of the parties and October 6, 2005, in Harrisburg, was assigned as the time and place of hearing, if necessary.

The hearing was necessary, but was continued to February 1, 2006, at which time all parties in interest were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence.

The Union and the County submitted post-hearing briefs on May 17 and June 5, 2006 respectively. 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. That AFSCME District Council 85 is an employe organization within the meaning of Section 301(3) of the Act.

2. That the County is a public employer within the meaning of Section 301(1) of the Act.

3. That prior to May 1, 2005, the Union was the certified bargaining representative for a bargaining unit of approximately 130 non-professional employes working for the County at Sena-Kean Manor, a nursing home. (N.T. 9, Union Exhibit 1, Article 1, Section 2)

4. That the bargaining unit consists of employes defined in Article I, Section 2 of the collective bargaining agreement as “A unit composed of all non-professional employees employed in the Sena-Kean Manor, including Dietary, Custodial, Maintenance, LPNs, Nurses’ aides, Aides, Activity and Medical Records, Laundry and Laborer.” (N.T. 9, Union Exhibit 1)

5. That the Union and the County were parties to a collective bargaining agreement, effective from January 1, 2002, through December 31, 2004 (2002-2004 CBA). (N.T. 9, Union Exhibit 1)

6. That Article XI, Section 1, of the 2002-2004 CBA sets forth a sick leave provision under which “[e]mployees shall earn sick leave at the rate of one and one-fourth (1 ¼) days for each month worked to a maximum of fifteen (15) days per year.” (N.T. 11, Union Exhibit 1)

7. That Article XI, Section 2, of the 2002-2004 CBA provides that “[e]mployees shall earn their sick leave from their date of hire with accumulation to one hundred fifteen (115) days. (N.T. 11, Union Exhibit 1)

8. That Article XI, Section 7, of the 2002-2004 CBA provides that “[w]hen an employe retires at age 60 or older, or when an employe takes disability retirement at any age, the employe shall be compensated for unused sick leave at the employe’s normal daily rate of pay, for one-half the number of days of unused sick leave, up to a maximum of 115

unused days (i.e., a maximum payment of 57.5 times the employe's normal daily pay)." (N.T. 11, Union Exhibit 1)

9. That on or about September 2, 2004, the Union and the County began negotiations for a successor collective bargaining agreement at a face to face meeting. (N.T. 12-13)

10. That Richard Casey, the County Administrator, was the County's chief negotiator in 2004. (N.T. 15, Union Exhibit 2)

11. That on September 2, 2004, the County presented its first set of proposals for a successor collective bargaining agreement, in the form of deletions and additions to the language of the 2002-2004 CBA. (N.T. 15, Union Exhibit 2)

12. That the only change the County proposed to the sick leave benefit was to permit bargaining unit employes to use three days of accrued sick leave, rather than just vacation time, "without regard to seniority rules, when sickness in the immediate family requires the employe's absence from work." (N.T. 15, Union Exhibit 2)

13. That the Union agreed to this change to the sick leave benefit. (N.T. 17)

14. That during the course of negotiations in 2004 and 2005, the County never made any additional proposals regarding the sick leave benefit. (N.T. 19)

15. That on December 14, 2004, the County informed the Union that the County was seeking resumes from companies interested in managing Sena-Kean Manor, had received some responses and were reviewing them. (N.T. 20)

16. That during negotiations, there were three extensions of the 2002-2004 collective bargaining agreement extending its terms and conditions until the conclusion of a successor collective bargaining agreement. (N.T. 42)

17. That the Union understood that the extension to April 30, 2005, could be the last extension that included retroactivity of financial benefits. (N.T. 42-43)

18. That on January 12, 2005, the County and the Union held a negotiation session during which Mr. Casey, the County Administrator, introduced Michael Smith, Vice President of Human Resources of Complete HealthCare Resources ("CHR"), as the new negotiator for the County. (N.T. 22)

19. That CHR is a private corporation, headquartered in Texas, which operates nursing homes throughout the United States. (N.T. 22-23)

20. That at the meeting on January 12, 2005, the County advised the Union that it intended to enter into a management services agreement in which CHR would manage Sena-Kean Manor. (N.T. 23)

21. That Mr. Smith advised that he would be negotiating the successor collective bargaining agreement on behalf of the County, and that the new agreement would still be between the County and the Union. (N.R. 24, 103)

22. That upon assuming the role of negotiator, Smith was aware of the status of previous proposals discussed by and agreed to by the parties. (N.T. 103-104)

23. That at the meeting, the County presented further collective bargaining proposals to the Union which included no changes to the accumulation of the sick leave benefit as outlined in the 2002-2004 CBA. (N.T. 25-28, Union Exhibits 3 and 4)

24. That on January 14, 2005, the County Commissioners held a meeting where they passed two resolutions concerning Sena-Kean Manor. One resolution authorized the County to enter into a management services agreement with CHR. The second resolution authorized the County to negotiate and execute a letter of intent with CHR, outlining the basic terms for a future operating lease for Sena-Kean Manor. (N.T. 29-31, Union Exhibit 5)

25. That County Commissioner Thomas Causer, in answering a citizen's question at the January 14 public meeting, said that the second resolution did not change the status of the bargaining unit employes as County employes. (N.T. 33, Union Exhibit 5)

26. That on January 18, 2005, the Union and the County's new negotiating team from CHR met again for another negotiation session. Pat Meyers, a County employe, attended the meeting as part of the County's negotiating team. (N.T. 33-34)

27. That at the meeting, the County's negotiating team stated that CHR was negotiating a lease agreement with the County regarding the property of Sena-Kean Manor. (N.T. 34)

28. That Mr. Smith also stated that CHR would manage the home, that CHR would continue negotiations with the Union, and that the bargaining unit employes would remain County employes. (N.T. 35)

29. That throughout February and March of 2005, the Union's and the County's respective negotiating teams held three meetings to continue negotiations for a new successor collective bargaining agreement. (N.T. 36)

30. That while the subject of sick time as it relates to overtime was discussed during these meetings, the County's negotiating team from CHR never offered any proposals concerning the accumulation of sick leave. (N.T. 36-37)

31. That the County's negotiating team from CHR also stated that CHR remained in negotiations with the County to enter a lease agreement effective May 1, 2005 regarding the property of Sena-Kean Manor. (N.T. 38)

32. That the County's negotiating team also indicated that, if the parties reached an agreement before that date, the County would sign the new successor collective bargaining agreement, but if they did not, CHR would sign the agreement. (N.T. 37)

33. That on March 29, 2005, the County and CHR finalized a lease agreement for Sena-Kean Manor. The lease would become effective on May 1, 2005. On March 30, Mr. Smith informed Ms. Hoak of the lease agreement, and that CHR would be the employer of the employes. However, the County waited until April 26, 2005 to record the lease agreement in the Recorder of Deeds Office. (N.T. 65, 67, 77, Union Exhibit 6)

34. That on April 6, 2005, Mr. Smith sent Ms. Hoak, the Union staff representative, an e-mail in which he provided a list of "items that will need to be addressed with the change of ownership." (N.T. 39-40, Union Exhibit 6)

35. That Smith's list of unresolved issues did not include any mention of the current provisions regarding the accumulation of sick leave (Article XI of the 2002-2004 CBA), nor did it indicate that it was seeking to change its earlier position regarding that issue. (N.T. 40, 41, Union Exhibit 6)

36. That on April 22, 2005, Hoak and Smith received a facsimile from Kim Baker, a County management employe working at Sena-Kean Manor, which included a document titled "County position on the benefit issues associated with the Sena-Kean Manor employes and the Commencement of the Operating Lease with CHR." (N.T. 43-44, Union Exhibit 7)

37. That the Comments Section of the facsimile's cover sheet stated, "Attached is the memo from the McKean Commissioners[.] Tom Causer asked that copies be given to all employes." (N.T. 44, Union Exhibit 7)

38. That the document has a section entitled "Accumulated Sick Days," stating '[a]ccumulated sick days earned will be dealt with as required by the labor agreement. Any employe eligible to retire, age 60 or older, will be paid for his or her accumulated sick days as per the language in the labor agreement. Other employes will not be paid for accumulated sick days." (N.T. 45, Union Exhibit 7)

39. That upon receiving this document, Ms. Hoak spoke to Mr. Smith, who confirmed, for the first time, that the County's negotiating team was proposing to cancel any accumulated sick time of the bargaining unit employes, with the exception of employes 60 years of age or older who intended to retire. (N.T. 47)

40. That Ms. Hoak rejected this proposal and reminded Mr. Smith that the parties had already settled upon language concerning sick leave. (N.T. 49)

41. That on April 25, 2006, the Union and County negotiating teams met. The attendees included Ms. Hoak, Mr. Smith, and Ms. Kim Baker, a County managerial employe. (N.T. 49)

42. That Mr. Smith (on behalf of McKean Care Services, L.P. , d/b/a Sena-Kean Manor) and Ms. Hoak (on behalf of AFSCME D.C. 85) reached a tentative agreement that the bargaining unit employes who had accumulated sick leave beyond forty (40) hours would be credited with a maximum of forty (40) hours of sick time, which Ms. Hoak and Mr. Smith memorialized in writing on April 27, 2005. (N.T. 52, 56, Union Exhibit 8)

43. That the County's negotiating team also proposed that there would be a maximum eight (8) days of sick leave a year with a maximum accumulation of sick leave of sixteen (16) days. The proposal also included short- and long-term disability insurance. (N.T. 74)

44. That the Union made a counterproposal of ten (10) days per year with a maximum accumulation of twenty (20) days, along with short- and long-term disability which CHR accepted. (N.T. 75)

45. That the Union accepted this agreement due to duress. Specifically, the County made clear that, if a successor collective bargaining agreement was not completed by April 30, 2005, the Union would lose retroactivity of the financial terms of the agreement. (N.T. 43, 51)

46. That the Union was also concerned that, without a successor agreement with a new recognition clause signed by the Union and CHR, the bargaining unit employes would become at-will employes of CHR effective May 1, 2005 when CHR became the employer of the employes at Sena-Kean Manor. (N.T. 51)

47. That under these pressures, the Union finalized a successor agreement, covering May 1, 2005 to December 31, 2008, which included a recognition clause and a sick leave policy that limited accumulated sick leave to twenty (20) days. The bargaining unit employes ratified the agreement. (N.T. 56, Union Exhibit 9)

48. That at the time of ratification, several bargaining unit employes had greater than twenty (20) days of accumulated sick leave, and, therefore, lost that sick leave time. (N.T. 60, Union Exhibit 11)

49. That the Union and McKean Care Services, L.P. d/b/a/ Sena-Kean Manor, entered into an agreement, covering the former Sean-Kean Manor employes of the County, which agreement is for the period from May 1, 2005 to December 31, 2008. (N.T. 56, 81, Union Exhibit 9)

DISCUSSION

The Union alleges the County violated Sections 1201(a)(1) and (5) of the Act by engaging in bad faith bargaining with the Union by repudiating a promise made during negotiations that the Complete Healthcare Resources Company (CHR) would employ the bargaining unit employes at the County nursing home with no loss of accumulated sick leave benefits to those employes.

The Union files this charge because several of its members lost accumulated sick leave when CHR and the County entered into a lease of Sena-Kean Manor and insisted on only recognizing the Union if several points of an agreement were reached, including limiting employes to twenty (20) days accumulated sick leave. Employes had been allowed to accumulate 115 days sick leave.

The Charge has its genesis in late 2004, when the Union and the County were negotiating a successor to the 2002-2004 collective bargaining agreement covering the approximately 100 employes of Sena-Kean Manor, the County nursing home. When the parties were unable to reach agreement at the end of 2004, the County agreed to keep in place the terms and conditions of the expired contract, including Article XI, dealing with sick leave and accumulated sick leave. The County's action at this point was in keeping with Pennsylvania labor law requiring the maintenance of the status quo of terms of the expired agreement. Philadelphia Housing Authority v. Pennsylvania Labor Relations Board, 620 A.2d 594 (Pa. Cmwlth. 1993).

The County and the Union negotiated past the expiration date of the collective bargaining agreement. The parties seemed to be working toward a new agreement when, in late 2004, the County announced that it was seeking to have an outside entity run Sena-Kean. Within a few months, the County selected a private company, CHR, to manage Sena-Kean. Soon after that, the County allowed CHR to be its agent in negotiations for a successor agreement. Michael Smith, an executive from CHR, became the County's negotiator. On March 29, Smith informed the Union representative that the County had agreed to lease Sena-Kean to CHR effective May 1, 2005. Then, on April 22, another County manager, Kim Baker, informed the Union, for the first time, of a new proposal to strip from the successor agreement the accumulated leave provision found at Article XI.

The Union and CHR then entered into a collective bargaining agreement for the next three years in which CHR recognized AFSCME as the exclusive representative of the employes. The Union contends that it entered into this new agreement under duress. The pressure of the May 1 takeover of Sena-Kean, combined with the fact that without a collective bargaining agreement the employes would become at-will employes, caused the Union to reluctantly agree to a new agreement with CHR. The Union argues that the County's conduct in misleading the Union into believing accumulated sick leave would not be an issue, and the late introduction of this issue into negotiations, with only a short time before a private company took over Sena-Kean, put the Union in the untenable position of being coerced to sign a collective bargaining agreement with CHR that gave up the accumulated leave benefit. The Union requests that the Board find the County engaged in bad faith bargaining and order the County to make whole those bargaining unit members who lost accumulated sick time as a result of the County's unlawful conduct.

The Board has set forth the standard to judge allegations that an employer has met its obligation to bargain in good faith under the Act.

> [G]ood faith bargaining cannot be discharged simply by counting the number of meetings between the parties or by weighing the amount of information exchanged during such negotiations. The totality of circumstances must be considered in determining whether good faith bargaining did in fact take place. After examining all the circumstances one can reasonably conclude that one or the other party never intended to achieve agreement, demonstrated unreasonableness or displayed a single-minded purpose to thwart the public policy, then good faith bargaining did not occur.

Carlisle School District, 24 PPER ¶ 24,168 (Final Order, 1993)(quoting North Penn Water Authority, 22 PPER ¶ 22,166 (Proposed Decision and Order, 1991)

The Union bears the burden of proving the elements of the charge by substantial and legally competent evidence. St. Joseph's Hospital v. PLRB, 473 Pa. 101, 373 A. 2d 1069 (1977). From all the facts of record it must be concluded that the County, by its bargaining conduct over several months time, made an implied promise that the employes would not lose their accumulated sick leave. Over the course of almost eight months of bargaining, the County never raised the issue of accumulated sick leave. The fact that on March 29, 2005, the CHR representative told Ms. Hoak, the Union representative, that CHR was going to be the employer of the Sena-Kean employes because CHR had entered into a lease of Sena-Kean with the County should not distract us from the fact that the issue of accumulated sick leave was never raised until April 22, just weeks after CHR, on April 6, sent a memo to the Union with a list of the unresolved items, a list that did not include accumulated sick leave. Until May 1, 2005, the County was the employer of the employes at issue. Under Philadelphia Housing Authority, supra., the County had a duty to bargain in good faith with the Union during this period. The April 22 facsimile memo from County Commissioner Causer's assistant (Union Exhibit 7) informing the employes that they would be losing their accumulated sick leave does not satisfy the County's duty to bargain in good faith.

The Board, as stated in Carlisle School District, supra is required to look at all the circumstances of the case in analyzing the question of good faith bargaining. In the present case, some particular circumstances stand out that compel a finding that the County demonstrated unreasonableness in its bargaining conduct and did not bargain in good faith. The unique facts of this case require piercing the veil of the County-CHR lease agreement. The unique facts of this case are what distinguish the present matter from a more conventional successor employer case that the Board encounters from time to time. See e.g. Pennsylvania State University, 32 PPER ¶ 32162 (Final Order, 2001).

First, the County put CHR into an advantaged position that allowed CHR to later engage in coercive bargaining with the Union. In 2005, while the County was still the owner, CHR had two roles: manager of Sena-Kean (and in this role, the County's labor negotiator) and purchaser of Sena-Kean. The County gave CHR special access to Sena-Kean Manor concerning the financial management of the facility and the collective bargaining strategy used in negotiations with the Union. From the vantage point of manager, CHR obtained a unique perspective into the economics of Sena-Kean in general and the labor economics in particular. From this perspective it was possible for CHR to learn what a benefit it could have as purchaser if the accumulated sick leave was eliminated, and, more importantly, to test the Union's mettle in bargaining and to learn the Union's tolerance for hard bargaining proposals. All of this put the Union at a distinctly unfair disadvantage in bargaining.

The second circumstance is the long amount of time that the County and its negotiating agent, CHR, strung the Union along in bargaining for a successor agreement before CHR raised the accumulated sick leave issue. An employer violates its obligation to bargain in good faith if it presents new issues to the bargaining table well after the beginning of negotiations for a successor agreement. Carlisle School District, at p. 438. Early in negotiations, in the fall of 2004, the County and the Union negotiated and reached an agreement on the sole issue of sick leave, a provision relating to family leave. Thereafter, in the course of nearly eight months of negotiations, the Union had no idea that accumulated sick leave was an issue until nine days to go before CHR's takeover of Sena-Kean. The County, by its behavior, led the Union to believe that accumulated sick leave was not an issue in the negotiations for a successor contract.

Third, the County, by allowing CHR to wait until April 22, 2005, to inform the Union of the sick leave issue, gave the union only nine days until CHR took over. By this behavior, the Union was blindsided, leaving it with little opportunity to formulate a sound response. Under the pressure of the deadline of the takeover of the facility, the Union was indeed placed in a situation of duress. CHR may be more prone to operating in the private sector where the labor relations rules are different. See Philadelphia Housing Authority, supra. However, the tactic of subjecting the Union to a dramatic 1lth hour proposal for a major concession, using the pressure of a deadline reached with the County's consent, is contrary to the policy considerations of public sector bargaining expressed in Philadelphia Housing Authority, supra. Pennsylvania public sector labor relations should not resemble the daredevil game of "chicken," in which two parties race at each other in an attempt to force one to go off the road first to avoid a crash. In 2005, the County was as an equal partner with CHR in the lease negotiations, in control of the eventual terms of the lease of Sena-Kean as much as CHR was. The County could have been more assertive with CHR and not gone through with the lease as long as the objectionable sick leave term remained on the labor bargaining table.

Fourth, the particular employment setting in this case, a nursing home, is a significant circumstance in this case. The special nature of this public service necessitated a cooperative approach to labor-management relations that the Union tried to maintain throughout the contract expiration period. Sena-Kean Manor serves the elderly population of McKean County. These are vulnerable citizens who will not benefit from the strife of disorderly labor conflict. When a government chooses to serve these citizens, it is important to keep in mind the Act's Public Policy provisions found at Section 101, which state, in relevant part,

> "The General Assembly of the Commonwealth of Pennsylvania declares that it is the public policy of this Commonwealth and the purpose of this Act to promote orderly and constructive relationships between all public employers and their employes, subject, however, to the paramount right of the citizens of the Commonwealth to keep inviolate the guarantees for their health, safety and welfare."

43 P.S. 1101.101

The record in this case has no evidence that the Union engaged in conduct that could be construed as leading to a disorderly relationship with the employer. There is no evidence of any public display of labor strife, not even informational picketing. This equanimity was maintained at a time when pressures on the Union were extraordinary. The Union's conduct here exemplified the ideals expected of an employe organization whose members care for a fragile

and vulnerable segment of society. Perhaps the Union's cooperative approach to resolving the labor dispute was due to the reassuring January, 2005 words of the County Commissioner Causer as to the future of Sena-Kean. But it would be extremely unfair to now allow the Union's cooperative attitude in negotiations to be punished by allowing a last minute pressure proposal to remove a significant employe benefit.

This case has it origins in the public sector, in the County government's decision to provide nursing home care and to hire employes for that purpose. Unlike the private sector labor arena, there are different policy considerations underlying labor relations in the public sector, particularly the use economic weapons (the strike for unions and the unilateral implementation for for employers). Philadelphia Housing Authority, supra. In the present case, where the right to strike under the Act is much more circumscribed than under federal law, the employer's right to unilaterally implement should also be constrained, as it was in Philadelphia Housing Authority, supra. The policy considerations of the Act are not advanced by the County's conduct in this case.

The County defends the charge on several grounds: statute of limitations; the doctrine of waiver, accord and satisfaction, agreement, estoppel and unclean hands.

As for the statute of limitations defense, Section 1505 of the Act requires that a charge be filed within four months of the date of unfair practice. 43 P.S. 1101.1505. The Union filed the charge on June 15, 2005, which was within four months of learning from the County that a proposal was on the table to strip accumulated sick leave from the agreement. Accordingly, the statute of limitations defense is dismissed.

The five remaining defenses come under the general argument that the Union's agreement with the successor employer, CHR, prevents it from seeking an unfair practice determination from this Board. The County alleges that, because the successor collective bargaining agreement that stripped the accumulated sick leave provision was between the Union and CHR and not the County, the County has committed no unfair practice.

The County's argument requires ignoring the stark legal and economic reality facing the Union when it signed the agreement with CHR. At that time, the Union, representing over 100 employes, was in the untenable position of having only nine days to reach an agreement that would preserve a semblance of the terms and conditions of employment for its members and most important, keep its members from being deemed at-will employes. At that time, the Union had just been through months of negotiations with the County in which it was led to believe that the there would not be any change to the accumulated sick leave benefit. Blindsided by the last minute proposal, the Union had two choices: do nothing and allow the employes to go into at-will status or make an unpalatable agreement with the new employer to protect the jobs of the employes. The Union was under extraordinary economic pressure and any agreement signed under duress should not serve as the basis of an employer defense. Accordingly, the County's defenses will be dismissed.

Finally, there is the question of the appropriate remedy. The County must be the entity directed to remedy the unfair practice here. At all times until May 1, 2005, the County was the employer of the employes in question. It controlled their employment and, by the lease with CHR, the County controlled the employes' last day as County employes. Even though the County today is not the employer of the employes who lost the accumulated sick leave, the County is the beneficiary of income from the lease of Sena-Kean Manor. Moreover, one party to the lease, CHR, had factored the economic benefit of stripping the obligation to pay accumulated sick leave to the former county employes into the lease negotiations and obligations. To promote the policies behind the obligation of good faith bargaining, the County should make the employes whole for the accumulated sick leave they lost. To allow the County to keep payments for the lease of Sena-Kean and not make the employes whole for their economic loss would negate the policies behind the obligation to bargain in good faith and should not be permitted.

CONCLUSIONS

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

1. That McKean County is a public employer within the meaning of Section 301(1) of the Act.

2. That AFSCME District Council 85 is an employe organization within the meaning of Section 301(3) of the Act.

3. That the Board has jurisdiction over the parties hereto.

4. That the County has committed unfair practices within the meaning of Sections 1201 (a)(1) and (5) of the Act.

ORDER

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

HEREBY ORDERS AND DIRECTS

that the County shall:

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

2. Cease and desist from refusing to bargain collectively with the representatives of its employes.

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

(a) Make whole the bargaining unit employes of Sena-Kean Manor who lost accumulated sick leave as a result of the County's actions;

(b) Post a copy of this decision and order within five (5) days of the date hereof in a conspicuous place in the McKean County Courthouse and readily accessible to its employes and have the same remain so posted for a period of ten (10) consecutive days; and

(c) Mail a copy of the proposed decision and order to McKean Care Services, L.P., d/b/a Sena-Kean Manor requesting it to post a copy of the proposed decision and order in a conspicuous place readily accessible to the employes of Sena-Kean Manor and have the same remain so posted for a period of ten (ten) consecutive days;

(d) 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.

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 (20) days of the date hereof, this order shall be final.

SIGNED, DATED AND MAILED at Harrisburg, Pennsylvania, this twenty-fifth day of September, 2007.

PENNSYLVANIA LABOR RELATIONS BOARD

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THOMAS P. LEONARD, Hearing Examiner