

COMMONWEALTH OF PENNSYLVANIA  
Pennsylvania Labor Relations Board

EASTON AREA EDUCATIONAL SUPPORT :  
PERSONNEL ASSOCIATION :  
 :  
v. : Case No. PERA-C-05-320-E  
 :  
EASTON AREA SCHOOL DISTRICT :

**PROPOSED DECISION AND ORDER**

On July 22, 2005, the Easton Area Educational Support Personnel Association (Union) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (Board) alleging that the Easton Area School District (District) violated Section 1201(a)(5) of the Public Employe Relations Act (PERA) by unilaterally subcontracting the District's food services work. A hearing was held on January 6, 2006, before Hearing Examiner Thomas P. Leonard, during which all parties in interest were afforded a full and fair opportunity to present testimony and documentary evidence and cross-examine witnesses. Hearing Examiner Leonard issued a Proposed Decision and Order, dated February 7, 2006, concluding that the District committed unfair practices within the meaning of Section 1201(a)(5) of PERA. On February 27, 2006, the District timely filed exceptions to the Leonard Order. On May 16, 2006, the Board issued a Final Order affirming the Leonard Order and designating it absolute and final. Neither party appealed the Final Order.

By letter dated November 8, 2006, Board Assistant Counsel notified the District that its Affidavit of Compliance evidencing compliance with the Board's Final Order was overdue. By letter dated November 30, 2006, the Assistant Counsel memorialized a teleconference held with the parties' representatives during which the parties agreed to exchange necessary information to facilitate the District's compliance and established a new due date for the filing of the affidavit of compliance. On August 23, 2007, counsel for the Union filed a request for a compliance hearing to resolve outstanding factual disputes between the District and the Union regarding the determination of the Board's make-whole remedy. By letter dated August 30, 2007, this examiner notified the parties that the case had been reassigned for compliance purposes, and scheduled a hearing for October 15, 2007.

By letter dated October 12, 2007, the Union notified the examiner that the parties agreed to a continuance because the District was attempting to comply with the Board's Final Order. The examiner continued the case indefinitely. By letter dated November 27, 2007, the Union representative notified the examiner that the matter had not been resolved and that a hearing was necessary. By letter dated December 4, 2007, the examiner scheduled a hearing for February 28, 2008. The hearing was held on that date, during which the parties were afforded a full and fair opportunity to present testimonial and documentary evidence and cross-examine witnesses. During the hearing, the parties agreed to hold the record open for the subsequent submission of the Union's Association Exhibit 5. (N.T. 68). The Board received the Exhibit on March 6, 2008, and the examiner, on March 12, 2008, issued a letter acknowledging its receipt and closing the record.

The examiner, on the basis of the testimony, exhibits and all other matters and documents of record, makes the following:

**ADDITIONAL FINDINGS OF FACT**

18. The backpay period is from September 1, 2005 through June 7, 2006. At the hearing, the Union submitted a packet of documents containing medical records for affected employes' medical reimbursements. These documents were forwarded to the District for the first time the day before the hearing. (N.T. 51, 58; Union's Association Exhibit 4).

19. The District deducted the employe contribution to the Public School Employe Retirement System (PSERS) for service credit for the backpay period from the net backpay amount due to those affected employes who had a positive net backpay amount owed to them. (N.T. 32-33, 37).

20. On December 27, 2006, the District issued a letter to Union President Suzanne Greenleaf notifying the Union that the District was in the process of determining backpay and that it expected the affected employees to provide documentation verifying amounts of compensation received and to submit a separate request for health-related benefits "specifically outlining the differential and reason compensation is being requested. The District is also requiring employees to produce documents that outline the interim medical plans to which they subscribed during the backpay period to determine whether those plans provided comparable coverage regarding the out-of-pocket expenses the employees are submitting for reimbursement." (N.T. 13-14, 66-67; Joint Exhibit 1).

21. Dawn Woolf did not receive backpay. Under the District's calculations, Ms. Woolf's interim earnings exceeded her District earnings for the backpay period and she owed money for the pension contributions. (N.T. 16, 21).

22. Dennis Riker, District Superintendent, wrote a letter to Ms. Woolf, dated March 8, 2007, soliciting documentation from her regarding unemployment compensation benefits, supposed compensation from the subcontractor and federal income tax returns all for 2005 and 2006. (Union's Association Exhibit 1, pg. 2).

23. Ms. Woolf supplied her 2005 and 2006 tax returns to the District. Ms. Woolf held a full-time job working for another employer on third shift for fifteen years prior to her unlawful furlough from the District and contemporaneously with District employment in food service. (N.T. 21-22; Union's Association Exhibit 1, pg. 3).

24. Ms. Woolf did not work anywhere to replace her part-time District employment during the backpay period. The District did not establish that Ms. Woolf increased her hours of work at her full-time job to replace lost earnings from her part-time employment at the District as a consequence of her furlough from District employment. The District has not claimed or established that Ms. Woolf failed to mitigate her wage losses as a result of her separation from District employment. Ms. Woolf received unemployment compensation during the backpay period. Ms. Woolf would have earned \$6,380.00 at the District during the backpay period. She received \$1,002.00 in unemployment compensation during the backpay period. The District owes Ms. Woolf her full backpay of \$6,380.00 less \$1,002.00 in unemployment compensation plus six per cent per annum interest for the backpay period of \$322.68, less her employee contribution to the retirement system of \$478.00, which is \$5,222.68. (Union's Association Exhibit 1, pgs. 1-2; Union's Association Exhibit 4; District Exhibit 1).

25. The District did not pay backpay to affected employees whose net backpay was less than their PSERS contribution. The retirement contribution amount was based on total wages that would have been earned at the District and not the net backpay calculation. (N.T. 36-37).

26. Ethel Blake would have earned \$4,831.00 with the District during the backpay period. She earned \$4,328.00 and received \$427.00 unemployment compensation during the backpay period. She is owed \$4,831.00 less \$4,328.00, less \$427.00, which is \$76.00, plus six per cent per annum of \$4.58 less her employee contribution to the retirement system of \$362.00. The District does not owe her backpay and Ms. Blake owes \$281.00 for her employee contribution to the retirement system for service credit received. (N.T. 31, 37; District Exhibit 1).

27. Lois Olsen would have earned \$7,041.00 at the District during the backpay period. She earned \$3,360.00 and received no unemployment compensation during the backpay period. She is owed \$7,041.00 less \$3,360, which is \$3,682.00, plus six per cent per annum of \$220.90 less her employee contribution to the retirement system of \$528.00, i.e., \$3,374. She received a check for \$3,374.00, which the Union returned. This was the proper amount of backpay for Ms. Olsen. (N.T. 37-38; District Exhibit 1).

28. Gemma Chakeres would have earned \$16,111.00 at the District during the backpay period. She earned \$14,697.00 and received unemployment compensation of \$3,708.00 during the backpay period. She earned and received more than she would have earned at the District. She was owed no backpay and she has no wage claims. Ms. Chakeres is making a claim for medical reimbursements. On February 5, 2007, Ms. Chakeres submitted itemizations of her Medicare insurance premiums and dental insurance premiums with the subcontractor. This was a request for medical reimbursement in the amount of \$6,285.48. The February 5, 2007, cover

letter from Ms. Chakeres to the District requesting reimbursement states that supporting documents were attached, although dated, itemized supporting records were not submitted at the hearing. The Union did not prove that the District received Ms. Chakeres's supporting documentation. (N.T. 38-39, 42-43; Union's Association Exhibit 3; District Exhibit 1).

29. The District has not reimbursed any of the affected employees for medical claims. Some affected employees who submitted medical claims did not identify a specific, verified amount for reimbursement prior to one day before the hearing. (N.T. 40, 58).

30. In December, 2007, the District requested that the Union identify the list of employees with medical claims and requested documents to verify each employee's claims for reimbursement. The District did not receive the requested documents from the Union. The District is now preparing a letter to be sent to individual employees. The District had not received verification of medical claims more than one day prior to the hearing. The Union's attorney returned the District's issued backpay checks because he believed that they were incorrect. None of those amounts included medical reimbursements. (N.T. 40, 53-60; Union's Association Exhibit 3).

31. Suzanne Greenleaf received a backpay check for \$7,794.00, which she returned. Ms. Greenleaf would have earned \$19,729.00 during the backpay period at the District. She earned \$8,469.00 and received unemployment compensation benefits in the amount of \$2,512.00 during the backpay period. The District owes Ms. Greenleaf \$8,748.00 plus six percent per annum interest of \$524.90 for the backpay period, less her employee contribution to the retirement system for service credit for the backpay period of \$1,480. The District owes Ms. Greenleaf \$7,794.00. (N.T. 53-58; District Exhibit 1).

32. Heather Larsen would have earned \$12,301.00 with the District during the backpay period. She earned \$11,190.00 and received \$2,033.00 unemployment compensation during the backpay period. She earned and received \$922.00 more than she would have earned with the District during the period. She is not entitled to backpay and she owes her employee contribution to the retirement system of \$923.00. (District Exhibit 1).

33. Dawn Gable would have earned \$12,205.00 with the District during the backpay period. She earned \$8,907.00 and received \$2,922.00 unemployment compensation during the backpay period. The District owes her \$12,205.00 less \$8,907.00 less \$2,922.00, which is \$376.00, plus six per cent per annum interest for the backpay period of \$22.56 or \$398.00. Her employee contribution for service credit to the retirement system is \$915.00 for the backpay period. The District does not owe her any backpay and she owes \$517.00 into the retirement system. (District Exhibit 1).

34. Jeanne Joseph would have earned \$11,276.00 with the District during the backpay period. She earned \$7,819.00 and received \$2,724.00 unemployment compensation during the backpay period. She would be owed \$11,276.00 less \$7,819.00 less \$2,724.00, or \$733.00, plus six percent per annum interest for the backpay period of \$43.97, which is \$776.98. Her employee contribution to the retirement system for service credit for the backpay period is \$846.00, which is more than the District's backpay liability. The District does not owe Ms. Joseph any backpay and she owes the retirement system \$69.00 for service credit received. (District Exhibit 1).

35. Camille Dellavedova would have earned \$12,796.00 with the District during the backpay period. She earned \$12,892.00 and received \$2,378.00 unemployment compensation during the backpay period. She earned and received \$2,474.00 more than she would have earned with the District during the period. She is not entitled to backpay and she owes her employee contribution to the retirement system of \$960.00. (District Exhibit 1).

36. Kathy Berardinucci would have earned \$12,818.00 with the District during the backpay period. She earned \$17,521.00 and received \$3,428.00 unemployment compensation during the backpay period. She earned and received \$8,131.00 more than she would have earned with the District during the period. She is not entitled to backpay and she owes her employee contribution to the retirement system of \$961.00. (District Exhibit 1).

37. Marion Estephan would have earned \$13,583.00 with the District during the backpay period. She earned \$11,478.00 and received \$2,693.00 unemployment compensation during the backpay period. She earned and received \$588.00 more than she would have earned with the District during the period. She is not entitled to backpay and she owes her employee contribution to the retirement system of \$1,019.00. (District Exhibit 1).

38. Brenda Beisel would have earned \$13,912.00 with the District during the backpay period. She earned \$12,770.00 and received \$2,119.00 unemployment compensation during the backpay period. She earned and received \$977.00 more than she would have earned with the District during the period. She is not entitled to backpay and she owes her employee contribution to the retirement system of \$1,043.00. (District Exhibit 1).

39. Margaret Milkovitz would have earned \$14,124.00 with the District during the backpay period. She earned \$12,800.00 and received \$4,101.00 unemployment compensation during the backpay period. She earned and received \$2,777.00 more than she would have earned with the District during the period. She is not entitled to backpay and she owes her employee contribution to the retirement system of \$1,059.00. (District Exhibit 1).

40. John Young would have earned \$13,993.46 with the District during the backpay period. He earned \$14,603.14 during the backpay period. He earned \$609.68 more than he would have earned with the District during the period. He is not entitled to backpay and he owes his employee contribution to the retirement system of \$1,049.50. (Union's Association Exhibit 5).

41. Neither the Union nor the District submitted any employment or earnings data for Mary Finelli.

42. Louise Kluska would have earned \$7,511.00 with the District during the backpay period. She earned \$7,149.00 during the backpay period. She would be owed \$7,511.00 less \$7,149.00, or \$362.00, plus six percent per annum interest for the backpay period of \$21.70, which is \$383.70. Her employee contribution to the retirement system for service credit for the backpay period is \$469.00, which is more than the District's backpay liability. The District does not owe Ms. Kluska any backpay and she owes the retirement system \$86.00 for service credit received. (District Exhibit 1).

43. The District has not raised the issue that any of the affected employees failed to mitigate their losses during the backpay period.

## **DISCUSSION**

The Union has challenged the District's adjustments to net backpay for employee contributions to PSERS, which resulted in negative backpay balances or no backpay owed to many affected employees. (Union Brief at 6, n.2). The Union also challenges the District's failure to reimburse employees for medical expenses and premium differentials.

### **Employee Pension Contributions**

The Union specifically alleges that the District wrongfully deducted the employees' share of their retirement contributions from their backpay, even though they are to receive service credit from the retirement system for that period and even though the District contributed its share of the affected employees' contributions for the same period. The Board has stated that its "authority to order back pay to unlawfully discharged employees is remedial in nature; a back pay order cannot be punitive. Accordingly, 'the purpose of the award of back pay is to make the employee whole, not give the employee a windfall.'" International Brotherhood of Fireman and Oilers, Local 1201 v. Upper Moreland Twp. Sch. Dist., 31 PPER ¶ 31106 at 246 (Final Order, 2000), rev'd on other grounds, 33 PPER ¶ 33065 (Court of Common Pleas of Montgomery County, 2002) (quoting Commonwealth v. Stairways, Inc., 425 A.2d 1172, 1176 (Pa. Cmwlth. 1981)). Indeed, "[t]he Board's goal in remedying unfair labor practices is to attain the status quo ante and, where reasonably possible, place the complainant in the same or substantially similar position in which he would have been but for the unfair labor practice." Upper Moreland, 31 PPER at 246.

Section 8102 of the Public School Employees' Retirement Code (Code), 43 Pa. C.S. §§ 8101-8535, defines an active member as a "school employe for whom pickup contributions are being made to the fund . . . ." 24 Pa. C.S. § 8102. A pickup contribution is the regular member contributions paid by the employer-district. Id. The regular member contribution is the contribution rate multiplied by the compensation of the employe paid by the employe. Id. Generally, the Code provides that a full-time salaried school employe shall receive one year of credit for each school year or fraction thereof for which the required regular member contributions have been made. 24 Pa. C.S. § 8302(a). Accordingly, the Code requires that employes contribute their appropriate regular member contributions for a designated period of time in order for those employes to receive credit from the retirement system for that time.

The Board has held that make whole relief includes restoring employes' pension status to that which they would have obtained had they not been unlawfully separated from their employment with the employer. Corry Area Educ. Ass'n v. Corry Area Sch. Dist., 38 PPER 155 (Final Order, 2007). The affected employes in this case must be given retirement credit for the backpay period. However, the affected employes must pay their regular member contribution for that retirement service credit. In effect, the employes must buy back the time for which they will receive credit, but for which they have not yet paid. Had the affected employes not been separated from their employment with the District, they would have had to pay their portion of their pension contribution, also known as the regular member contribution, during the time period. The District also would have paid its share of the employes' retirement contribution, which is also known as the pickup contribution. Indeed, the District has paid its share of the affected employes' retirement contribution since their reinstatement.

The Code requires that employes pay their share of the service credit. Not requiring them to pay for service credit received when they would have paid for it had they not been furloughed would make them more than whole, give them a windfall and violate the Code. Also, requiring the District to pay for the employes' contribution would over compensate the affected employes and would unlawfully require the District to pay more than its share of employe pension contributions. The Board is simply without authority to order the District to do so. Additionally, if the District does not deduct the employe contributions and does not pay for the employe contribution, then the employes do not receive the retirement credit per the Code, which the Board has held is included in its make-whole remedies reinstating unlawfully furloughed employes. Accordingly, contrary to the Union's position, the District must, to comply with the make whole remedy ordered by the Board, deduct the employes' pension contributions from their back wage calculation and submit that to the PSERS. Therefore, the District properly deducted the affected employes' pension contributions from their back wages owed. The affected employes had not made those payments to the retirement system during the backpay period. For the District to facilitate retirement credit for the backpay period as ordered by the Board, it must pay its pickup contribution and deduct, as it did, the affected employes' regular member contribution, as required by the Code. The Board's Final Order, as read in conjunction with the Code, mandates that the affected employes pay their share of their retirement credit for the backpay period. The affected employes with negative backpay balances due to the retirement contribution calculation must pay the District or PSERS that money.

### **Medical Expenses**

The Union also claimed that the District owes the affected employes their out-of-pocket medical expenses and/or employe paid medical insurance premium differentials incurred during the period in question. The Board has held that make-whole relief includes monies actually paid by employes unlawfully separated from their employment for medical insurance coverage and out of pocket medical expenses. Corry, supra. The make-whole remedy includes these medical costs and expenses even if the affected employes earned more money during the backpay period after paying medical insurance and actual expenses. Id. Indeed, "allocating a present day cash value for employe benefits packages, such as health care and retirement, does not make an employe whole. In fact it may penalize an employe for mitigating lost wages." Id. at 457. In Correy, the Board expressly adopted Section 10544.2 of the NLRB Compliance Manual (III). That Section provides as follows:

[Employes] should be made whole for expenses they incurred due to the loss of medical insurance resulting from an unlawful action. Such losses usually include

charges they paid for medical services that would have been reimbursed under terms of the gross employer's medical insurance plan. Also reimbursable are premiums paid by [employee] to maintain comparable health insurance, to the extent the premiums exceeded those paid when employed prior to the unlawful conduct.

NLRB Compliance Manual (III) § 10544.2. This Section further provides that, "[i]n order to determine whether [employee] are entitled to reimbursement for charges they paid for medical services that would have been reimbursed under terms of the gross employer's medical insurance plan, it may be necessary to obtain the [employee's] medical information in documentary or testimonial form," id., provided the appropriate authorizations are obtained in conformance with HIPPA.<sup>1</sup> Accordingly, the Union and the affected employees have the burden of producing documentation to allow the District to calculate and verify the sought after out-of-pocket medical expenses. Id.; Correy, supra.

The record shows that, one day before the compliance hearing, the Union provided requested documentation necessary to the determination of reimbursement of individual medical expenses. The Union's apathy or indifference to providing these documents cannot be blamed on the District. Therefore, the examiner concludes that the District did not fail to comply with the Board's Final Order, as of the date of the hearing, for failing to reimburse the affected employees. The medical information needed by the District to calculate those reimbursements was not provided to the District by the Union. Therefore, the Union's providing of medical documentation on behalf of the affected employees the day before the hearing does not support its claim that the District is refusing to comply with the Final Order by refusing to reimburse employees, since the District did not have that information until the hearing. The examiner cautions, however, that the District does have an obligation under the Board's Final Order to reimburse the affected employees for verified medical expenses, and failure to do so constitutes non-compliance.

The District, however, is not permitted to require employees to produce documents outlining their interim plan coverage because it is not relevant for reimbursing employees. Although Section 10544.2 of the NLRB Compliance Manual (III) adopted by the Board requires that employees provide evidence of medical expenditures to see if those expenditures would have been covered under the District's plan, the breadth of coverage or the interim plans obtained by employees are not relevant. If an employee subscribed to a plan that did not cover that which the District's plan covered, resulting in out of pocket medical expenses, those are exactly the types of losses for which employees must be made whole. But for the District's unlawful conduct, those medical treatments or procedures would have been covered for the employees. If the interim medical coverage is greater than that provided by the District, that would simply be reflected in the lower amount of verified reimbursement sought by the employee. Therefore, under Corry, supra, and the Compliance Manual, only verification of treatment, procedures and expenses are necessary to verify actual costs and to compare with the District's plan. Less coverage resulting in higher costs to the employee is akin to no interim coverage resulting in maximum cost to the employee, for which the employee would be entitled to make-whole reimbursement. Also, a different result would empower the District to deny reimbursement by declaring that interim coverage was not "comparable." Affordable medical coverage is a function of limited financial resources suffered by furloughed employees, available individual or group plans and pre-existing medical conditions. An employer is not permitted to deny reimbursements based on a subjective determination that interim medical coverage was not sufficiently comparable or comprehensive when the employee may not have had any real choice in obtaining medical coverage, due to financial obstacles and other restrictions in obtaining "comparable" coverage. Therefore, the comparability of coverage is not a legitimate inquiry in determining medical reimbursements.

Also, premium costs for interim coverage are subject to variables beyond the control of the employee. Employees unlawfully furloughed are often required to pay higher premiums because of the effects that economies of scale have on different individual and group rates. The District is not permitted to subjectively determine that an employee should not be reimbursed for differences in premium costs between the District plan and employee interim plans where the affected employee is disadvantaged by an inability to

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<sup>1</sup> The Health Insurance Portability and Accountability Act of 1996.

benefit from the rates available in a large group plan, especially where the District's unlawful conduct forced employees to scramble for medical coverage. Accordingly, the extent of interim coverage is not relevant or determinative, and the cost differential only needs to be substantiated or verified.

The evidence of record establishes that the District was unable to comply with the Board's Final Order regarding medical reimbursements because it did not receive requested verification of costs to individual employees. Due to the Union's failure to provide necessary requested documentation, the District will not be ordered to pay interest on outstanding medical reimbursements. It is unclear whether the District has failed to comply with the Board's Order regarding Ms. Chakeres because dated materials were not provided on the record, although it appears that she may have submitted supporting documents for reimbursement in February of 2007. The District owes medical reimbursements to all employees for the cost of interim premium differentials, as well as out-of-pocket expenses, once the District receives all necessary documentation to process those claims. That documentation does not include interim plan coverage documents or outlines.

#### **Dawn Woolf**

The District wrongfully calculated the backpay owed to Ms. Woolf. Dawn Woolf worked a full-time job on third shift contemporaneously with her District employment in food service. She held her full-time job for fifteen years. The income from her full-time job on third shift during the backpay period is not an offset against the District's backpay liability for losses from her part-time District employment. Dawn Woolf did not earn any income to mitigate against her losses suffered from being unlawfully terminated from the District employment. The District did not prove that Ms. Woolf increased her hours at her full-time employment in an effort to mitigate the losses suffered as a consequence of being furloughed by the District. The District has not raised any claims or presented any evidence that Ms. Woolf or any other employees failed to mitigate their losses within the meaning of Upper Moreland, 33 PPER ¶ 33065 (Court of Common Pleas of Montgomery County, 2002) and North Schuylkill Educ. Support Personnel v. North Schuylkill Sch. Dist., 36 PPER 1 (Final Order, 2005), aff'd & enf'd, 37 PPER 2 (Court of Common Pleas of Schuylkill County, 2005). Therefore, the District has waived a failure-of-mitigation defense. Accordingly, the District owes Ms. Woolf the full amount of money she would have earned at the District during the backpay period, i.e., \$6,380.00, less her unemployment compensation benefits of \$1,002.00, plus six percent per annum interest for the backpay period of \$322.68, less her employee contribution to the retirement system of \$478.00, which is \$5,222.68.

Although some employees are still owed money, the period during which interest on backpay accrued was fixed by the Hearing Examiner Leonard in the original proposed decision and order as ending on the date of the unconditional offer of reinstatement, not the date upon which the affected employees received payment from the District. Therefore, the interest on backpay ordered by Hearing Examiner Leonard is no longer accruing.

#### **CONCLUSIONS**

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

That Conclusions one through four as set forth in the proposed decision and order dated February 7, 2006 are hereby made a part of this order and are incorporated by reference herein.

5. That the District is not in compliance with the Board's Final Order due to its failure to properly calculate and pay Dawn Woolf's backpay.

6. The Union interfered with the District's ability to comply with the Board's Final Order by failing to provide necessary requested medical information and thereby prevented the District from being able to file an affidavit of compliance to date. Affected employees must provide proper documentation for medical reimbursements and pay their outstanding employee contribution to the retirement system.

**ORDER**

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

**HEREBY ORDERS AND DIRECTS**

That the District shall:

1. Pay Dawn Woolf her full backpay of \$6,380.00 less \$1,002.00 in unemployment compensation, plus six per cent per annum interest of \$322.68, less her employe contribution to the retirement system of \$478.00, which is \$5,222.68, as well as any and all substantiated out-of-pocket medical expenses and premium differential costs without interest.

2. Pay Lois Olsen \$3,374.00, as well as any and all substantiated out-of-pocket medical expenses and premium differential costs without interest.

3. Pay Gemma Chakeres any and all substantiated out-of-pocket medical expenses and premium differential costs without interest.

4. Pay Suzanne Greenleaf \$7,794.00, as well as any and all substantiated out-of-pocket medical expenses and premium differential costs without interest.

5. Pay all remaining affected employes any and all substantiated out-of-pocket medical expenses and premium differential costs without interest.

6. Deduct from affected employes' paychecks the outstanding employe contribution to the retirement system.

7. 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

8. Furnish to the Board within twenty (20) days of the date hereof satisfactory evidence of compliance with this 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 days of the date hereof, this order shall be final.

SIGNED, DATED AND MAILED at Harrisburg, Pennsylvania, this twelfth day of June 2008.

PENNSYLVANIA LABOR RELATIONS BOARD

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JACK E. MARINO, Hearing Examiner

COMMONWEALTH OF PENNSYLVANIA  
Pennsylvania Labor Relations Board

EASTON AREA EDUCATIONAL SUPPORT :  
PERSONNEL ASSOCIATION :  
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v. : Case No. PERA-C-05-320-E  
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EASTON AREA SCHOOL DISTRICT :

**AFFIDAVIT OF COMPLIANCE**

Easton Area School District hereby certifies that it has paid Dawn Woolf \$5,222.68, as well as any and all substantiated out-of-pocket medical expenses and premium differential costs without interest; that it has paid Lois Olsen \$3,374.00, as well as any and all substantiated out-of-pocket medical expenses and premium differential costs without interest; that it has paid Gemma Chakeres any and all substantiated out-of-pocket medical expenses and premium differential costs without interest; that it has paid Suzanne Greenleaf \$7,794.00, as well as any and all substantiated out-of-pocket medical expenses and premium differential costs without interest; that it has paid all remaining affected employes any and all substantiated out-of-pocket medical expenses and premium differential costs without interest; that it has deducted from affected employes' pay outstanding amounts owed to the retirement system; that it has posted 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 that it has served an executed copy of this affidavit on the Union at its principal place of business.

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

\_\_\_\_\_  
Title

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

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