COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

ABINGTON HEIGHTS EDUCATION ASSOCIATION, PSEA/NEA	:	
v.	:	Case No. PERA-C-19-202-E
ABINGTON HEIGHTS SCHOOL DISTRICT	:	

PROPOSED DECISION AND ORDER

On September 13, 2019, the Abington Heights Education Association, PSEA/NEA (Association or Union) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (Board) against the Abington Heights School District (District or Employer), alleging that the District violated Section 1201(a)(1) and (5) of the Public Employe Relations Act (PERA or Act) by unilaterally removing bargaining unit work on September 4, 2019 when the District began using Johnson College employes to teach and instruct high school classes for the 2019-2020 school year.

On October 1, 2019, the Secretary of the Board issued a Complaint and Notice of Hearing, assigning the charge to conciliation and directing a hearing on February 10, 2020, if necessary. The hearing ensued, as scheduled, on February 10, 2020, at which time the parties were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. The parties each filed a post-hearing brief on June 8, 2020 in support of their respective positions.

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. The District is a public employer within the meaning of Section 301(1) of PERA. (N.T. 6)

2. The Association is an employe organization within the meaning of Section 301(3) of PERA. (N.T. 6)

3. The Association is the certified bargaining representative for a unit of professional employes at the District, which includes teachers. (Exhibit A-1)

4. For at least 37 years, the teachers in the Association's bargaining unit have exclusively performed work related to the education, instruction, and teaching of the District's students, including presentation of academic material, impartment of knowledge and concepts, evaluation of academic progress, assessment and testing of student performance or grading, counseling, and providing any other guidance, supervision, or support necessary to ensure academic success. (N.T. 19-20; Exhibit A-1, A-2)

5. The teachers in the Association's bargaining unit have teaching certificates issued by the Pennsylvania Department of Education (PDE), which grant the teachers the authority to instruct in a public school system. (N.T. 20; Exhibit A-1)

6. The courses that appear in the District's High School Curriculum Planning Guide and in the District's Middle School and High School class schedules have always been taught exclusively by the Association's bargaining unit members. (N.T. 19-21, 57-58; Exhibit A-1, A-2)

7. During the 2010-2011 and 2011-2012 school years, the District offered new Chinese language classes and used an outside collegiate professor, who was not a bargaining unit member, to teach the class. The Association filed a charge of unfair practices, which the parties litigated before Hearing Examiner Thomas Leonard, who found the District had violated the Act by unilaterally removing bargaining unit work. The District did not file exceptions to the Hearing Examiner's decision. (N.T. 17-18; Exhibit A-1)

8. During the 2011-2012 school year, the District used employes of an online instruction company, who were not bargaining unit members, to instruct high school students in the subject of Latin. The Association filed another charge of unfair practices, which the parties litigated before Hearing Examiner Jack Marino, who found the District violated the Act by unilaterally removing bargaining unit work. The District did not file exceptions to the Hearing Examiner's decision. (N.T. 17-18; Exhibit A-2)

9. For decades, some of the District's high school students have taken classes at the Lackawanna County Career Technology Center (CTC). The CTC is recognized by the Commonwealth as offering a high school program and receives students from numerous school districts including the District herein. (N.T. 36-37, 40, 64, 87; Exhibit A-1)

10. Students who attend the CTC do so for three years in grades 10 through 12 and claim a major in a building trade. The CTC classes are for secondary or high school education only and are not used for credit toward postsecondary or collegiate education. (N.T. 83, 107-108, 114, 117-118, 120, 127, 142-144; Exhibit D-2)

11. The CTC does not offer any classes addressing the academic topics of English or Business Education. Students who attend the CTC must obtain their education in these academic areas at the District's high school from the Association's bargaining unit members. (N.T. 64, 85, 91-92, 146-147; Exhibit D-1)

12. In the past, the District has offered dual enrollment courses where its students attend the University of Scranton, take college level courses, and receive college credit. The dual enrollment program was offered pursuant to Act 46 of the Pennsylvania School Code, 24 P.S. § 16-1601-B, et. seq., on a "Concurrent Enrollment Agreement" between the District and the University of Scranton, and on the existence of state grant money. (N.T. 22-24; Exhibit A-1)

13. The students did not receive credit toward their high school graduation, and the Dual Enrollment Courses did not replace the high school classes taught exclusively by the Association's members. Students were still required to take their full load of high school instruction from classes taught by the Association's bargaining unit members. The Dual Enrollment Courses were taught outside the normal school day. (N.T. 22-26; Exhibit A-1)

14. The Association filed a grievance when it learned of the Dual Enrollment Program and took the position that the Program was a diversion of bargaining unit work. (N.T. 23-25)

15. As of February 2012, the state funding for the Dual Enrollment Program was completely eliminated, and it was uncertain whether the District would offer the same Dual Enrollment Courses in the future. (Exhibit A-1)

16. For the past three years, the District had another Dual Enrollment Program with Lackawanna College, a different postsecondary educational institution. High school students take classes and receive credit for high school and postsecondary education at Lackawanna College. The classes are taught by the Association's bargaining unit members at the District's high school and during the regular school day, not by faculty or employes of Lackawanna College. (N.T. 58-64, 79, 92; Exhibit A-6)

17. The Association has not challenged the Lackawanna College Dual Enrollment Program because the Association's bargaining unit members teach the classes. (N.T. 59, 85)

18. On May 15, 2019, Association President Thomas Lavelle received an email from the District's Superintendent, Michael Mahon, which requested that Lavelle review a draft "Industry Fast Track Agreement" between the District and Johnson College, and communicate any concerns Lavelle had about the Agreement. (N.T. 46-47, 50-51; Exhibit A-4)

19. The District's School Board was scheduled to approve the Industry Fast Track Agreement on the same day, the evening of May 15, 2019. Mahon did not notify the Association of the Agreement until hours before the School Board meeting. (N.T. 46-47, 50-51, 54-55; Exhibit A-5)

20. Johnson College is a two-year college that offers postsecondary or collegiate education to people who have already graduated from high school. (N.T. 142-143; Exhibit A-8)

21. The Industry Fast Track Agreement states that Johnson College would offer its classes to the District's high school students. The Agreement also provides that the District would award high school credit to students who successfully complete the Johnson College classes. The same classes are used for collegiate credit if the student attends Johnson College after high school. (N.T. 49; Exhibit A-4)

22. The Industry Fast Track Agreement requires the students to be enrolled in the District's high school and complete Johnson College courses as a high school student. The Agreement also requires the students to make satisfactory progress toward fulfilling applicable secondary school graduation requirements by the high school. (N.T. 47; Exhibit A-4)

23. The Industry Fast Track Agreement lists 18 classes that Johnson College would provide to the District's high school students. Many of the classes are in vocational trades, such as construction, electricity, and pipefitting, while other classes are in core academic areas such as math and English. (N.T. 48-49; Exhibit A-4)

24. The classes listed in the Industry Fast Track Agreement address areas of instruction that are taught by the Association's bargaining unit members at the high school, including math, English, and vocational technical

trades. The Agreement provides that the classes will be taught by the faculty and/or employes of Johnson College, who are not members of the bargaining unit or even District employes. (N.T. 47-48, 69-71, 86, 90-91, 94-95, 97-100, 126, 141, 147-149; Exhibit A-4, A-6)

25. The Industry Fast Track Agreement provides that the classes would be held on the campus of Johnson College rather than at the District's high school. (N.T. 48; Exhibit A-4)

26. The term of the Industry Fast Track Agreement is July 1, 2019 to June 30, 2022. (Exhibit A-4)

27. After Lavelle received the May 15, 2019 email from Mahon, Lavelle contacted Mahon and stated that the Industry Fast Track Agreement was a removal of bargaining unit work. (N.T. 51-52)

28. Despite the Association's concerns, Mahon proceeded with the Industry Fast Track Agreement, which the District's School Board approved on May 15, 2019. The District and Johnson College then started performing under the terms of the Agreement on July 1, 2019. (N.T. 51, 53-55; Exhibit A-5)

29. As of the hearing date, eight high school students have taken classes at Johnson College pursuant to the Industry Fast Track Agreement. The classes are being taught by the faculty at Johnson College, who are not bargaining unit members. The classes appear on the students' high school report cards and are being counted toward the students' high school education requirements. (N.T. 118-121, 138, 141; Exhibits A-7, D-3)

30. The educational program with Johnson College serves a different student population than the educational program with the CTC. Students who attend the CTC do so for three years of high school, grades 10 to 12 for half days, and claim a major in a building trade. Students who attend Johnson College do not attend the CTC, stay at the District's high school for full days until their senior year, and then attend Johnson College for one year, half days. Students have a choice between two different educational programs: CTC classes for three years in grades 10 through 12 or Johnson College classes for one year in grade 12.[1] (N.T. 107-108, 114, 144-146)

31. The District is still sending its students to the CTC, just as it did in the past. With the addition of the Industry Fast Track Agreement, the District is also now sending its students to Johnson College. (N.T. 142)

32. The District has obtained no grant money or funding from the State in connection with the Industry Fast Track Agreement or the Johnson College classes. Instead, the District pays Johnson College directly for the classes. A local charitable foundation has given the District $35,000 to help pay for the cost of the Johnson College program. (N.T. 50, 137-141; Exhibit A-4)

33. The District never submitted the Industry Fast Track Agreement to the PDE for approval. There is no evidence that PDE ever approved the Agreement or the educational program with Johnson College. Nor is there

[1] In both cases, students who attend either the CTC or Johnson College spend the other half of the day taking classes at the District's high school. (N.T. 107, 144).

evidence that the District filed any annual reports or information with PDE regarding the Johnson College program. (N.T. 161-162)

34. When the District's School Board approved the Industry Fast Track Agreement, one School Board member identified as Mrs. Cadman "strongly objected" to the Agreement. The Meeting Minutes indicate the following, in relevant part:

> Mrs. Cadman strongly objected with the $5,000 price set. Mrs. Cadman feels we offer a variety of opportunities for our students to explore technology right within the high school and [sic] a strong believer that the students should stay in the building and that our programming should be altered, if necessary to meet the needs of those students. Mrs. Cadman also stated that it is a great program for those particular students, but they should pay for the costs; not the taxpayers.

(N.T. 55-56, 139-140; Exhibit A-5)

35. Since the District implemented the Industry Fast Track Agreement, it has paid Johnson College to provide business education classes to the District's high school students, which are not listed in the Agreement. The Association's bargaining unit includes two high school teachers who instruct in the areas of business education, and business education classes appear in the District's High School Curriculum Guide. (N.T. 67-68, 157-158; Exhibits A-4, A-6, A-7)

36. The District did not obtain the Association's consent to use employes of Johnson College to teach the high school classes or bargain the issue with the Association. (N.T. 56)

DISCUSSION

In its charge, the Association alleged that the District violated Section 1201(a)(1) and (5) of the Act[2] by unilaterally removing bargaining unit work on September 4, 2019 when the District began using Johnson College employes to teach and instruct high school classes for the 2019-2020 school year. The District contends that it did not violate the Act because the teaching work at issue is not exclusive to the bargaining unit, and the District has not varied the practice of how that work has been shared historically. The District also submits that the charge should be dismissed because the decision to offer the dual enrollment program with Johnson College falls under its managerial prerogative to provide a particular level of services and that Act 46, which authorizes such a Concurrent Enrollment program, specifically precludes bargaining, as the District is unable to select the teacher or syllabus provided by the College.

[2] Section 1201(a) of PERA provides that "[p]ublic employers, their agents or representatives are prohibited from: (1) Interfering, restraining or coercing employes in the exercise of the rights guaranteed in Article IV of this act...(5) Refusing to bargain collectively in good faith with an employe representative which is the exclusive representative of employes in an appropriate unit, including but not limited to the discussing of grievances with the exclusive representative. 43 P.S. § 1101.1201.

It is well settled that the removal of bargaining unit work is a mandatory subject of bargaining and an employer commits an unfair practice when it fails to bargain with the exclusive representative before transferring bargaining unit work to an employe outside the unit. Hazleton Area Education Support Personnel Ass'n v. Hazleton Area School District, 37 PPER 30 (Proposed Decision and Order, 2006) citing Midland Borough School District v. PLRB, 560 A.2d 303 (Pa. Cmwlth. 1989); PLRB v. Mars Area School District, 389 A.2d 1073 (Pa. 1978). The removal of ***any*** bargaining unit work is a per se unfair labor practice. City of Harrisburg v. PLRB, 605 A.2d 440, 442 (Pa. Cmwlth. 1992)(emphasis in original). There is no threshold amount of bargaining unit work that needs to be diverted; even a de minimis amount is actionable under PERA. Lake Lehman Educational Support Personnel Ass'n v. Lake Lehman School District, 37 PPER 56 (Final Order, 2006). Nor does it matter whether the removal of bargaining unit work resulted in the termination or layoff of bargaining unit employes, or whether the unit members lost pay; instead, the analysis is whether the unit lost work. Tredyffrin-Easttown School District, 43 PPER 11 (Final Order, 2011).

A removal of bargaining unit work may take one of two forms: (1) an unfair labor practice occurs when an employer unilaterally removes work that is exclusively performed by the bargaining unit without prior bargaining with the union; and (2) an employer also commits an unfair practice when it alters a past practice related to the assignment of bargaining unit work to non-unit members or varies the extent to which members and non-members of the unit performed the same work. Tredyffrin-Easttown School District, 43 PPER 11 (Final Order, 2011). Even where bargaining unit and non-unit employes have both performed similar duties, a union can satisfy the exclusivity requirement by proving that the bargaining unit members exclusively performed an identifiable proportion or quantum of the shared duties such that the bargaining unit members have developed an expectation and interest in retaining that amount of work. Lake Lehman Educational Support Personnel Ass'n v. Lake Lehman School District, 37 PPER 56 (Final Order, 2006). The complainant in an unfair practices proceeding has the burden of proving the charges alleged. St. Joseph's Hospital v. PLRB, 373 A.2d 1069 (Pa. 1977).

In this case, the Association has sustained its burden of proving that the District violated the Act by unilaterally removing bargaining unit work when the District began using Johnson College employes to teach and instruct high school classes for the 2019-2020 school year. Indeed, the record shows that, for at least 37 years, the teachers in the Association's bargaining unit have exclusively performed work related to the education, instruction, and teaching of the District's students, including presentation of academic material, impartment of knowledge and concepts, evaluation of academic progress, assessment and testing of student performance or grading, counseling, and providing any other guidance, supervision, or support necessary to ensure academic success. Nevertheless, the District entered into the Industry Fast Track Agreement with Johnson College on May 15, 2019, which provides for employes of Johnson College to begin teaching and instructing the District's high school students in at least 18 classes in areas of instruction that are taught by the Association's bargaining unit members at the high school, including math, English, and vocational technical trades. Then, the District and Johnson College began performing under the terms of the Agreement, with at least eight students taking classes at Johnson College during the 2019-2020 school year. The District, however, did not bargain the issue with the Association. This is clearly an unfair practice under the Act.

The District maintains that the charge should be dismissed because the teaching work is not exclusive to the bargaining unit, and the District has not varied the practice of how that work has been shared historically. Specifically, the District points to the CTC as evidence of a practice of non-bargaining unit members providing building trades instruction for the last 15 to 16 years. The District asserts that the Johnson College program is no different than the CTC program, such that no change in practice has occurred. The District's argument is without merit.

First of all, the record shows that the CTC and Johnson College programs, while having some similarities, are also different in a number of significant respects. For decades, some of the District's high school students have taken classes at the CTC. Students who attend the CTC do so for three years in grades 10 through 12 and claim a major in a building trade. The CTC classes are for secondary or high school education only and are not used for credit toward postsecondary or collegiate education. The CTC does not offer any classes addressing the academic topics of English or Business Education. Students who attend the CTC must obtain their education in these academic areas at the District's high school from the Association's bargaining unit members. The educational program with Johnson College serves a different student population than the educational program with the CTC. Students who attend Johnson College do not attend the CTC, stay at the District's high school for full days until their senior year, and then attend Johnson College for one year, half days. Thus, students have a choice between two different educational programs: CTC classes for three years in grades 10 through 12 or Johnson College classes for one year in grade 12. Likewise, Johnson College offers English and Business Education classes, which the District's students have taken there. The District is still sending its students to the CTC, just as it did in the past. With the addition of the Industry Fast Track Agreement, however, the District is also now sending its students to Johnson College. This very clearly represents an expansion of the bargaining unit work being removed.[3] [4]

The District also contends that the charge should be dismissed because the District exercised its managerial prerogative in determining the level of services it wishes to provide pursuant to Act 46, which specifically removes the assignment of the teaching work from any bargaining obligation. The

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[3] As the Association correctly points out, this result would obtain even if the CTC and Johnson College programs were identical. Indeed, the Association's bargaining unit members have performed an identifiable proportion of the teaching work exclusively for many years, i.e. teaching classes for credit at the District's high school, which are not part of the CTC program. However, the District is now using another outside entity, Johnson College, to teach high school classes for credit, in addition to the CTC. This would also be a very clear expansion of the bargaining unit work that is being removed.

[4] The District also contends in its post-hearing brief that, since the Association never challenged the removal of bargaining unit work to the CTC, the Association has essentially consented to the practice of using outside sources to teach such courses. However, it is well settled that even if the Association would have previously acquiesced in the District's use of non-bargaining unit personnel for these duties, as a matter of law, that acquiescence does not constitute a waiver of the Association's right to bargain the present removal of bargaining unit work occasioned by the separate and distinct Johnson College program. Tredyffrin-Easttown School District, 43 PPER 11 (Final Order, 2011).

District points to the Board's decision in Palisades Education Ass'n v. Palisades School District, 37 PPER 168 (Final Order, 2006) for the proposition that Act 46 relieves the District from its bargaining obligation here. Once again, however, the District's argument is unavailing.

In Palisades School District, the Board found that the hearing examiner properly dismissed an unfair practices charge alleging a unilateral removal of bargaining unit work because the union did not prove that an identifiable proportion of the work was exclusively performed by the bargaining unit. Specifically, the Board noted that the work at issue, teaching dual enrollment program courses, had always been performed by non-unit employes. The Board further held that Act 46, which specifically governs the dual enrollment courses at issue, removed the district in that case from controlling the selection of the instructor, such that the district was simply without authority to give the work to the bargaining unit.

The Board expressly opined in that case as follows:

> However, contrary to the Union's position here, the implementation of concurrent enrollment programs at high schools throughout the Commonwealth and the provision of grant monies to fund those programs is governed by a statutory amendment to the School Code of 1949, known as "Act 46." Act 46 formulates and identifies the concurrent courses as college courses, the unique nature of which is unlike other new or old high school courses traditionally introduced and provided by the District. Act 46 defines a concurrent course as a "postsecondary course," i.e., a college course. 24 P.S. §§ 16-1602-B. The Act further requires that the concurrent courses are actually developed, provided and presented by an eligible college, not a high school. 24 P.S. §§ 16-1605-B...Under the Act, the instructor teaching a concurrent enrollment course must be either a faculty member or an adjunct faculty member of the college providing the course. 24 P.S. § 1604-B. In circumstances where the concurrent enrollment course is taught at a location other than the host college, e.g. a high school, the teacher, in addition to being a faculty member of the host college, may also be an employe of the school where the concurrent course is being taught. *Id.* Therefore, once the District exercises its managerial prerogative to make available a concurrent enrollment, dual credit course, the manner in which that course is implemented or provided, including the selection of the teacher, is beyond the control of the District. The host college may select a member of the bargaining unit to be an adjunct faculty member for purposes of teaching the dual credit course at a high school, but the host college is under no obligation to do so and certainly has no bargaining obligation with the Union. The assignment of the dual-credit course instruction work is beyond the control of the District, which is not authorized under Act 46 to select the teacher or approve the syllabus for a college level course that is provided by a host college. 24 P.S. §§ 16-1602-B, 16-1604-B, 16-1605-B.

Palisades School District, 37 PPER 168.

In this case, however, the record shows that the Johnson College program was never established under Act 46. Indeed, the District has not complied with Act 46's procedures and requirements when adopting the Johnson

College program. The District has obtained no grant money or funding from the state in connection with the Industry Fast Track Agreement or the Johnson College classes. Instead, the District pays Johnson College directly for the classes with assistance from a local charitable foundation, which has given the District $35,000 to help pay for the cost. This is a core violation of Act 46, which requires state grant funding. 24 P.S. §§ 1611-B(c)(2); 16-1602-B; 16-1603-B(c); 16-1611-B(c); 16-1613-B(a). Similarly, the District never submitted the Industry Fast Track Agreement to the PDE for approval. There is no evidence that PDE ever approved the Agreement or the educational program with Johnson College. Nor is there evidence that the District filed any annual reports or information with PDE regarding the Johnson College program. These factors also represent core violations of the Act 46 requirements. 24 P.S. §§ 16-1603-B(1); 1613-B; 16-1611-B(b). And finally, the Industry Fast Track Agreement itself is devoid of many of the topics required under Act 46, such as postsecondary placement test scores and student transportation responsibilities. 24 P.S. §§ 16-1603-B(1); 16-1613-B. As such, Act 46 cannot be grounds for a defense of the instant charge, nor is the Board's decision in Palisades School District controlling.[5]

The District maintains that Act 46 allows the District to enter concurrent enrollment agreements with collegiate institutions even when the District has not obtained state funding pursuant to 24 P.S. § 16-1611-B(f), which provides that "[n]othing in this article shall be construed to preclude a school entity that does not receive a grant under section 1603-B(c) from continuing or entering into an agreement with an institution of higher education under the provisions of [24 P.S. § 15-1525]."[6] As the Association correctly notes, however, such an arrangement takes place under Section 1525 of the Pennsylvania School Code, and not under the provisions of Act 46, upon which the Board's decision was predicated in Palisades School District. Section 15-1525 does not prohibit the District from using its own teachers and bargaining unit members to teach the classes, nor does this provision state that the decision regarding who teaches the classes is left to the collegiate institution rather than the District. Simply put, Section 15-1525 of the School Code does not relieve the District of its bargaining obligation to the Union here. Although the District certainly has a managerial prerogative to determine its level of services and what courses to offer, it is equally clear that the District must bargain with its teachers before assigning the work of teaching students in those classes for credit towards graduation from the District to personnel outside the bargaining unit. Tredyffrin-Easttown School District, 43 PPER 11 (Final Order, 2011).

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[5] The Board's decision in Palisades School District is even more readily distinguishable from the instant matter because, unlike Palisades, the record here shows that the bargaining unit members have previously taught dual enrollment courses in the Lackawanna College program for high school credit, which occurred during the regular school day hours. In light of this factor, even the District's future compliance with Act 46 may not yield a different outcome.

[6] Section 15-1525 provides that "[n]otwithstanding any other provision of law to the contrary, a school district may enter into an agreement with one or more institutions of higher education approved to operate in this Commonwealth in order to allow resident students to attend such institutions of higher education while the resident students are enrolled in the school district. The agreement may be structured so that high school students may receive credits toward completion of courses at the school district and at institutions of higher education approved to operate in this Commonwealth." 24 P.S. § 15-1525.

Accordingly, it must be concluded that the District has committed unfair practices in violation of Section 1201(a)(1) and (5) of the Act.

CONCLUSIONS

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

1. The District is a public employer within the meaning of Section 301(1) of PERA.

2. The Association is an employe organization within the meaning of Section 301(3) of PERA.

3. The Board has jurisdiction over the parties hereto.

4. The District has committed unfair practices in violation of Section 1201(a)(1) and (5) of PERA.

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. 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 the employe organization which is the exclusive representative of employes in the appropriate unit, including but not limited to discussing of grievances with the exclusive representative.

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

(a) Immediately return the teaching work to the bargaining unit, rescind the Industry Fast Track Agreement with Johnson College, restore the status quo ante, and make whole any bargaining unit employes who have been adversely affected due to the District's unfair practices, together with six (6%) percent per annum interest;

(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;

(c) 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; and

(d) Serve a copy of the attached Affidavit of Compliance upon the Union.

IT IS HEREBY FURTHER ORDERED AND DIRECTED

that in the absence of any exceptions filed pursuant to 34 Pa. Code § 95.98(a) within twenty (20) days of the date hereof, this decision and order shall become and be absolute and final.

SIGNED, DATED AND MAILED from Harrisburg, Pennsylvania this 5th day of October, 2020.

PENNSYLVANIA LABOR RELATIONS BOARD

/s/ John Pozniak
John Pozniak, Hearing Examiner

ABINGTON HEIGHTS EDUCATION ASSOCIATION, PSEA/NEA	:	
v.	:	Case No. PERA-C-19-202-E
ABINGTON HEIGHTS SCHOOL DISTRICT	:	

AFFIDAVIT OF COMPLIANCE

Abington Heights School District hereby certifies that it has ceased and desisted from its violations of Section 1201(a)(1) and (5) of the Public Employe Relations Act; that it has complied with the Proposed Decision and Order as directed therein by immediately returning the teaching work to the bargaining unit, rescinding the Industry Fast Track Agreement with Johnson College, restoring the status quo ante, and making whole any bargaining unit employes who have been adversely affected due to the District's unfair practices together with six (6%) percent per annum interest; that it has posted a copy of the Proposed Decision and Order in the manner prescribed therein; and that it has served a 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