COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

AFSCME DC 47 LOCAL 2187, AFL-CIO	:	
	:	
v.	:	Case No. PERA-C-21-5-E
	:	
CITY OF PHILADELPHIA	:	

PROPOSED DECISION AND ORDER

On January 14, 2021, the American Federation of State, County, and Municipal Employees District Council 47, Local 2187 (AFSCME or Union) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (Board) against the City of Philadelphia (City or Employer), alleging that the City violated Section 1201(a)(1) and (5) of the Public Employe Relations Act (PERA or Act) by unilaterally adding additional terms and conditions to a negotiated telework agreement in September and November 2020, directly dealing with bargaining unit members over those terms and conditions, and refusing to provide requested information related thereto.

On February 9, 2021, the Secretary of the Board issued a Complaint and Notice of Hearing, directing a hearing on July 15, 2021, if necessary. The hearing was continued multiple times at the request of both parties.

The hearing eventually ensued on May 16, 2022, at which time the parties were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence.[1] The City filed a post-hearing brief in support of its position on September 13, 2022. AFSCME filed a post-hearing brief in support of its position on September 16, 2022.

The Hearing 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 City is a public employer within the meaning of Section 301(1) of PERA. (N.T. 5)

2. AFSCME is an employe organization within the meaning of Section 301(3) of PERA. (N.T. 5)

3. AFSCME is the exclusive bargaining representative for a unit of professional employes at the City, which includes Building Plan Examiner Engineers (BPEEs) and Construction Plan Review Specialists (CPRSs or Building Inspectors) working in the City's Department of Licenses and Inspections (L&I). (N.T. 16)

4. BPEEs work in the City's Municipal Services Building on the concourse level, which is essentially the basement. As part of their job, BPEEs interact with the public when homeowners or construction personnel apply for permits. Building Inspectors work in the office on the concourse level and in the field. (N.T. 17-18)

[1] The hearing was held by videoconference by agreement of the parties.

5. In March 2020, the City shut down as a result of the Covid-19 pandemic. During that time, April Gigetts who is a Staff Representative for AFSCME met regularly with a number of City representatives of various departments, including L&I. She testified that the BPEEs were working from home and processing applications and plans successfully. (N.T. 18-20)

6. Gigetts testified that, as the City transitioned from red phase to yellow phase and yellow phase to green phase during the pandemic, the City eventually wanted to start returning employes to work. As part of this process, AFSCME met with the City on August 14, 2020. Gigetts attended the meeting for AFSCME, along with two Union stewards, Conlan Crosley and Jeffrey Tan. The City's contingent included Rebecca Hartz from the Mayor's Office of Labor Relations, Jamilah Rahman, the City's pandemic coordinator, Elizabeth Baldwin from L&I, as well as Katelyn Coughlin and Kirk McClarren from human resources. (N.T. 21-22)

7. Gigetts testified that, during the August 14, 2020 meeting, the parties agreed to a hybrid schedule where the BPEEs and CPRSs would work one day per week in the office. AFSCME introduced its August 14, 2020 Meeting Minutes to corroborate this testimony. (N.T. 22-23; Union Exhibit 1)

8. Gigetts testified that she received reports that the agreement was not being implemented, so she raised this issue at the next labor-management meeting between the parties on August 20, 2020. Gigetts attended the meeting for AFSCME, along with Crosley, Tan, and Michelle Jamison, the Union's Health and Safety Coordinator, while Hartz, Rahman, and Coughlin, as well John Lech and Bret Martin, two L&I managers, attended for the City. (N.T. 23-25; Union Exhibit 2)

9. By email dated September 3, 2020, Gigetts notified Hartz, McClarren, and Coughlin that the BPEEs and CPRSs had still not been scheduled to report to work once a week, as agreed. (N.T. 26; Union Exhibit 3)

10. By email dated September 9, 2020, Gigetts again notified Hartz, McClarren, and Coughlin that the City had still not implemented the agreement. (Union Exhibit 3)

11. By email dated September 11, 2020, McClarren responded to Gigetts and indicated that the City had not communicated the one-day per week office schedule with the staff. McClarren also advised that Curtis Daniel, the Director of Permit Services for L&I, had committed to inform the staff of the agreement and his intent to implement the schedule the following Monday. (N.T. 27-28; Union Exhibit 3)

12. After these discussions, Gigetts received correspondence from the stewards indicating that there was a requirement that if employes called out sick on a day they were supposed to be in the office, they had to make that up on another day. (N.T. 28-29)

13. The stewards provided Gigetts with an undated Microsoft Teams message from Andrew Kulp, the Engineering Unit Supervisor, to the bargaining unit employes, which indicated the following, in relevant part:

> Hey Everyone,
>
> We were made aware of an agreement that was made between the City and the Union to allow you all to work only one day per week in

> the office. The main term of the agreement is that you HAVE to come in at least one day, so if you plan to take off or call of [sic] sick the day you are scheduled to come in you will be required to come in another day to make that day up. Our initial plan is to schedule people to come in on Tuesday, Wednesday and Thursday and use Monday and Friday as the make up days.
>
> Please also note that depending on how many dangerous case applications come in and when, we may be required to assign the applications to people that are in the office the days they come in.
>
> Our plan is to develop and send out the schedule today so that people in the office today can plan ahead for next week. If you all could please give a thumbs up to this message so we know you understand and if you have a day of the week that definitely doesn't work for you for whatever reason please send us a message and we will do our best to accommodate. Also, if you prefer to come in two days per week based on personal preference please also message us separately so we can build that into the schedule.
>
> Thank you and please let us know if you have any questions...

(N.T. 29-30; Union Exhibit 4)(Emphasis in original)

14. Gigetts testified that Kulp's Teams message was not consistent with the agreement AFSCME reached with L&I. She specifically testified that AFSCME had not reached an agreement with L&I to make up a day or come in on a different day. She explained that the parties never even discussed such a situation and simply agreed to come back to the table if there was a change in the volume of work or other similar matter. (N.T. 30-31)

15. Gigetts testified that, later in the fall of 2020, there was a new surge in positive Covid-19 cases and deaths in the City. (N.T. 31)

16. On November 16, 2020, the City's Mayor, James Kenney, issued an Emergency Order establishing additional restrictions and safety measures to prevent the spread of Covid-19. Section 6(B) of the Emergency Order, which covered Office-Based Settings, provided in relevant part as follows:

> All work in office-based settings that does not involve the direct provision of services (such as medical services) must generally continue to be conducted remotely, and only those on-site business operations that are not conducive to operating remotely may be conducted on-site, all as required pursuant to the May 29, 2020 Yellow Phase Order...

(N.T. 31-33; Union Exhibit 5)

17. Section 11(E) of the Emergency Order further provided, in relevant part, as follows:

> This Order shall be effective at **5 p.m.** on **November 20, 2020**, and shall expire at the end of **January 1, 2021**, unless otherwise rescinded, superseded, or amended by further Order.

(Union Exhibit 5)(Emphasis in original)

18. By email dated November 16, 2020, Gigetts indicated the following, in relevant part, to Ralph DiPietro, the City's Commissioner of L&I:

> In light of the Mayor's announcement around [Covid-19] safety restrictions and the mandate to have everyone work from home, we are requesting our members be allowed to work from home in those units (concourse, 11th fl. Etc.) that [worked from home] during the height of the pandemic before the return to work plan was implemented.
>
> Thank you for your attention to this matter.

(N.T. 33-34; Union Exhibit 6)

19. By email dated November 19, 2020, DiPietro replied to Gigetts and indicated the following, in relevant part:

> ...Our understanding of the order is that it does not apply to [C]ity employees.
>
> Despite that, we are actively looking at ways to increase the number of employees able to work remotely.

(N.T. 34; Union Exhibit 6)

20. By email dated November 19, 2020, Gigetts replied to DiPietro and indicated the following, in relevant part:

> As I recall it, the mandate from the Mayor is for people to work from home where they are able to work from home to decrease the spread in the workforce and beyond. Requiring companies and non-city employers to do so and NOT the employees of the City of Philadelphia would be shocking to me. However I will follow up with the Mayor's office to verify your point.
>
> If you could, please provide the specific ways the department intends to increase the number of employees working from home.
>
> I would be looking for the plan that impacts my members particularly:
>
> CPRS in the concourse
> CPRS in the field
> BPEE's
> Code Administrators
> AIU unit
> Adm. Tech/assistants
> Adm specialists
>
> To name a few
>
> Considering the City's new restrictions are in affect [sic] after Friday and I requested this information Monday, I would appreciate an answer by close of business Friday...

(N.T. 34-35; Union Exhibit 6)(Emphasis in original)

21. By email dated November 19, 2020, Rebecca Hartz of the Mayor's Office of Labor Relations replied to Gigetts and indicated the following, in relevant part:

> The guidance is that employees should work from home when possible, but as you know construction is still operating and as of now the City is not stopping any services. If employees can only perform their duties in the office or need to be on-site to serve the public, the expectation is that they continue to report on-site.

(Union Exhibit 6)

22. By email dated November 19, 2020, Gigetts replied to Hartz and indicated the following, in relevant part:

> I am asking for the specific ways the department intends to increase the number of employees working from home.
>
> CPRS in the concourse, BPEEs in the concourse, code administrators, AIU Unit have all work [sic] from home 100% of the time in the past and can again without any disruption in operations.
>
> I also wanted information regarding the guys that work the front desk in the concourse and any other members that may be affected. There was [sic] rotational shifts for some that did not disrupt operations to my knowledge.
>
> I understand that the field guys may pose a different challenge.
>
> I realize this is not a lockdown. I also realize that construction continues. I also realize that the [C]ity's spread rate is exorbitant which precipitated the restrictions.
>
> I have included the department['s] pandemic coordinator on this email.

(Union Exhibit 6)

23. By email dated November 25, 2020, Gigetts indicated the following to Hartz, DiPietro, Rahman, and McClarren:

> I have not received an update from my request dated Monday November 16th.

(Union Exhibit 6)

24. By email dated November 30, 2020, Gigetts indicated the following, in relevant part, to Hartz:

> I appreciate you trying to facilitate a [labor-management] meeting with the Union at L&I currently.

> At our meeting regarding my issues with L&I in October, I expressed frustration with that department and their non-responsiveness to my emails, and agreements not honored or questions unanswered from [labor-management] meetings.
>
> I have recently (Monday 16th, Wednesday 24th) questioned the department[']s plan for members in light of the Mayor[']s new restrictions. I have not received a reply.
>
> I am hesitant to participate in another [labor-management] meeting because of this department[']s] history of not working in good faith with the Union. I don't want to meet just to be meeting. I sent you a copy of the minutes and all the issues that have not been addressed or answered. They have not forwarded any explanation or answer on anything I raised with you on the attachment. I certainly don't want to be accused of refusing to meet again but I would like to have to [sic] department respond to what I raised with you before we meet again as to not waste my time or yours. If you could get them to respond with what their intentions are on the more pertinent subjects (work prioritization, inspector meetings, smaller meeting on subjects highlighted in minutes) that would be appreciated.

(Union Exhibit 6)

25. By email dated December 1, 2020, Hartz replied to Gigetts and indicated the following, in relevant part:

> I hope you had a nice holiday. I was off for most of last week and have not gotten through all my emails yet. If you followed up again on the new restrictions and have not received a response yet, I will reach out to the department about your question. Thanks for the follow up.
>
> When I spoke with the department after our October meeting, it was my understanding they were reviewing the outstanding items you sent over and working on responses. I followed up with them yesterday on the responses as well, so hopefully you will be receiving responses soon.

(Union Exhibit 6)

26. Gigetts testified that she never had a meeting or discussion with L&I about the Mayor's Emergency Order. (N.T. 35)

27. On cross-examination, Gigetts acknowledged that Kulp's Teams message to the bargaining unit employes, indicating that they would have to make up a day in the office if they missed their assigned day, still only required the employes to come into the office one day per week. Gigetts also agreed that if a bargaining unit employe fails to appear in-person for his or her assigned day in the office, that individual's work would have to be handled by another employe. Gigetts conceded that this is because the employes handle dangerous case applications, which have to be submitted on paper and which have a very short turnaround time of only a few days. (N.T. 38-39)

28. On cross-examination, Gigetts acknowledged that, on November 16, 2020, she asked that all bargaining unit employes, who worked from home earlier in the pandemic, be allowed to work from home again in light of the Mayor's Emergency Order. She agreed that L&I ultimately allowed the employes to work from home after the Emergency Order, and that AFSCME got what it asked for. (N.T. 39-40)

29. In opposition to the charge, the City introduced the testimony of Andrew Kulp, who was the Engineering Unit Supervisor and who was responsible for overseeing the BPEEs. Kulp explained that the one-day per week hybrid schedule stemmed from the City's need during the Covid-19 pandemic to review applications for construction, which had started again. He described how the Engineering Unit reviews dangerous case applications to address unsafe violations for buildings in the City. He testified that the dangerous case applications have to be reviewed within three to five days, depending on whether they are classified as imminently dangerous or unsafe, respectively. He described how his Unit ensures that the work is done to address a condition that is unsafe or dangerous, so that the structure does not become a public hazard. He explained that if employes were to call off sick on their scheduled office day, somebody else would have to do those applications that would have gone to those employes who were scheduled to be at work. (N.T. 42-46)

30. On cross-examination, Kulp testified that the Teams message he forwarded to the bargaining unit employes, indicating that they would have to make up a day if they missed their scheduled day in the office, came from Curtis Daniel, the Director of Permit Services for L&I. (N.T. 47)

31. The City also introduced the testimony of Curtis Daniel, who supervises Kulp and was involved in the decision to have employes work in the office once a week. Daniel testified that the City made the decision to have employes make up their assigned office day if they were out because of the workload. He explained that the employes needed to be in the office to perform the dangerous case applications, so that the work did not spill onto another employe. He described how the City was trying to keep things fair for the entire workforce. (N.T. 49-51)

32. Daniel testified that all of his employes began working remotely on a full-time basis in November 2020. (N.T. 51-52)

DISCUSSION

AFSCME has alleged that the City violated Section 1201(a)(1) and (5) of the Act[2] by unilaterally adding additional terms and conditions to a negotiated telework agreement in September and November 2020, directly dealing with bargaining unit members over those terms and conditions, and refusing to provide requested information related thereto. The City contends that the charge should be dismissed because the City did not violate the

[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.

terms and conditions of the telework agreement or deal directly with bargaining unit employes. The City also argues that the charge should be dismissed because the issue is now "obsolete," as the City eventually provided AFSCME with what it requested in November 2020.

To establish that a binding agreement exists, the charging party must prove that the parties reached a meeting of the minds concerning the subject matter at issue. Riverview Intermediate Unit #6 v. Riverview Intermediate Unit #6 Education Ass'n, 53 PPER 75 (Proposed Decision and Order, 2022)(*citing* Philadelphia Community College, 52 PPER 77 (Final Order, 2020)). Where the parties have a meeting of the minds concerning the subject matter of the agreement, a binding agreement exists. Larksville Borough, 48 PPER 82 (Final Order, 2017). The Board will determine that the parties have not reached a binding agreement where the parties reach agreement on some terms, but are unable to come to a complete resolution of their dispute. APSCUF v. PASSHE, West Chester University, 44 PPER 31 (Proposed Decision and Order, 2012), 44 PPER 72 (Final Order, 2013). It is the external conduct of the parties and not subjective beliefs that establishes the presence or absence of a meeting of the minds. Bethel Park School District, 27 PPER 27033 (Proposed Decision and Order, 1995).

In this case, AFSCME has not sustained its burden of proving that the City violated the Act in September and November 2020 by adding additional terms and conditions to the alleged negotiated telework agreement. In fact, AFSCME has not proven that the parties reached a binding telework agreement at all. To the contrary, the record shows that, during the August 14, 2020 labor-management meeting, the parties agreed to a hybrid schedule where the BPEEs and CPRSs would work one day per week in the office. However, AFSCME's Staff Representative, April Gigetts, testified that the parties never even discussed the potential of an employe missing his or her assigned office day and having to make that day up. Gigetts also admitted that the parties simply agreed to come back to the table if there was a change in the volume of work or other similar matter. This testimony shows that the parties did not reach a meeting of the minds with regard to the telework requirements, as they only reached agreement on some terms, namely that the employes would work one day per week in the office. How that agreement would be implemented, however, remained unclear, and there is no evidence that the parties reached an agreement on that point.[3]

What is more, the record shows that the City had a managerial prerogative to require that employes who miss their assigned office day must come in on another day to make it up. To that end, the City presented credible testimony from Andrew Kulp, the Engineering Unit Supervisor, who described how the hybrid schedule stemmed from the City's need during the pandemic to review applications for construction, which had started again and which included dangerous case applications. The dangerous case applications had to be submitted on paper and reviewed within three to five days to

[3] In any event, the City has a legitimate argument that even if a binding agreement exists, AFSCME has not demonstrated that the City violated it in September 2020. Indeed, Gigetts readily conceded that Kulp's Teams message to the bargaining unit employes, indicating that they would have to make up a day in the office if they missed their assigned day, still only required the employes to come into the office one day per week. There is no evidence whatsoever that the parties ever reduced their alleged agreement to writing. As a result, I am unable to conclude that the City's actions represent a clear repudiation of the alleged agreement.

address unsafe building conditions. Kulp further testified that if employes were to call off sick on their scheduled office day, somebody else would have to do those applications that would have gone to those employes who were scheduled to be at work. Curtis Daniel, the City's Director of Permit Services for L&I, explained that the City's decision to have employes make up for missing their assigned day also related directly to the workload. Daniel testified credibly that employes needed to be in the office to perform the dangerous case applications, so that the work did not spill onto another employe. He noted how the City was trying to keep things fair for the entire workforce.

As the City persuasively argues in its post-hearing brief, the credible testimony from Kulp and Daniel involves the City's managerial right to provide a high level of service to the community and goes to the core of its engineering unit's public purpose. This necessarily outweighs[4] the impact of potential employe transportation costs associated with having to commute to the office, which was the only evidence of impact introduced by the Union during the hearing. (N.T. 53).[5] Without more, I decline to find that the employe interests outweigh the probable effect on the basic policy of the system as a whole, especially where the policy involves the City's clear managerial prerogative to determine its level of services and the corresponding caseload of the employes. AFSCME District Council 89 v. Lebanon County, 53 PPER 37 (Proposed Decision and Order, 2021), PERA-C-20-104-E (Final Order, 2022)(a public employer's decision that strikes at the core of its public purpose to provide necessary standards of services and effectiveness of its operation is within its managerial prerogative under Section 702 of PERA); Joint Bargaining Committee of the Pennsylvania Social Services Union v. PLRB, 469 A.2d 150 (Pa. 1983)(control over caseload is generally a matter of inherent managerial prerogative). As such, AFSCME has not demonstrated that the City was required to bargain over its mandate that employes who miss their assigned office day must make that day up at another time.

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[4] In PLRB v. State College Area School District, 337 A.2d 262 (Pa. 1975), the Pennsylvania Supreme Court opined:

> [W]hen an item of dispute is a matter of fundamental concern to the employes' interest in wages, hours, and other terms and conditions of employment, it is not removed as a matter subject to good faith bargaining under Section 701 simply because it may touch upon basic policy. It is the duty of the Board in the first instance and the Courts thereafter to determine whether the impact of the issue on the interest of the employe in wages, hours and terms and conditions of employment outweighs its probable effect on the basic policy of the system as a whole.

Id. at 268.

[5] The Union also argues in its post-hearing brief that teleworking requirements are a mandatory subject of bargaining because of health and safety concerns raised by Covid-19. (*See* Union brief at 7). However, while this certainly appears to be a valid concern for employes, the Union presented absolutely no evidence whatsoever during the hearing that demonstrated the impact of such an issue on the employes and instead offers only conclusory statements in a post-hearing filing to support its argument.

Nor has AFSCME sustained its burden of proving that the City was required to bargain over its November 2020 decision to allow the L&I employes to work from home after the Mayor's Emergency Order. On this point, the result of the balancing test is even more compelling in the City's favor, as the City undoubtedly has a powerful interest in protecting its employes and trying to mitigate the spread of a deadly pathogen by requiring the L&I employes to work from home. Meanwhile, the impact on the employes' interests is significantly lessened given that the employes would not incur any transportation costs in teleworking, nor would they be exposed to any dangerous health and safety conditions. In any case, it is now well settled that decisions concerning the choice of location in which to conduct governmental operations are within a public employer's managerial prerogative and are not subject to collective bargaining. PSSU Local 668 SEIU v. Commonwealth of Pennsylvania, Dept. of Labor & Industry, Shamokin Job Center, 30 PPER § 30182 (Final Order, 1999); PSSU Local 668 SEIU v. Commonwealth of Pennsylvania, Department of Public Welfare, 33 PPER ¶ 33021 (Proposed Decision and Order, 2001). Thus, the City was free to direct all its nonessential employes to work remotely on a full-time basis during the increase in Covid-19 cases and deaths in November 2020 and had no duty to bargain over this decision with the Union.

In its charge, AFSCME alleged that the City refused to bargain the impact of its November 2020 Emergency Order for the L&I employes. However, AFSCME does not argue in its post-hearing brief that the City refused to bargain the impact of the Emergency Order and instead maintains that the entire decision was negotiable. Nevertheless, the impact bargaining claim must also fail. The Commonwealth Court has adopted a four-part test for a prima facie cause of action when a public employe alleges a refusal to bargain over the impact of a matter of managerial prerogative. Lackawanna County Detectives' Ass'n v. PLRB, 762 A.2d 792 (Pa. Cmwlth. 2000). First, the employer must lawfully exercise its managerial prerogative. Second, there must be a demonstrable impact on wages, hours, or working conditions, matters that are severable from the managerial decision. Third, the union must demand to negotiate these matters following management's implementation of its prerogative. And fourth, the public employer must refuse the union's demand. *Id.* at 794-795.

Here, AFSCME does not identify any demonstrable impact on wages, hours, or working conditions, which is severable from the managerial decision. Nor has AFSCME shown that it demanded to bargain these matters following the City's implementation of the remote work requirement. As a result, the impact bargaining claim will also be dismissed.

Likewise, AFSCME's direct dealing portion of the charge must also fail. The Board has held that a public employer commits an unfair practice by bypassing the designated bargaining representative of the employes and negotiating directly with employes in the bargaining unit. AFSCME Local No. 1971 v. Philadelphia Office of Housing and Community Development, 31 PPER ¶ 31055 (Final Order, 2000). It is equally well settled, however, that no direct dealing will be found where the public employer simply meets with the bargaining unit members to explain a scheduling change, and not to solicit their input regarding the scheduling. International Ass'n of Fire Fighters Local #1038 v. Allegheny County, 28 PPER ¶ 28033 (Proposed Decision and Order, 1996)(*citing* Centennial School District, 9 PPER ¶ 9085 (Nisi Decision and Order, 1978).

The record here does not show that the City tried to negotiate directly with the bargaining unit employes or solicit their input with regard to the telework situation in September 2020. Instead, the record shows only that Andrew Kulp, the City's Engineering Unit Supervisor, sent a Teams Message to the bargaining unit employes, which simply conveyed the new schedule that management had previously discussed with AFSCME to the BPEEs and CPRSs. As the City persuasively argues, there is no evidence whatsoever that anyone from the City spoke directly with the represented employes when developing the return to office plan. Therefore, the direct dealing portion of the charge must be dismissed.

Finally, AFSCME contends that the City violated the Act by refusing to provide requested information regarding the City's plan to implement teleworking requirements in November 2020. However, the Board has long held that a public employer has no duty to supply information concerning a nonmandatory subject of bargaining. FOP Lodge 5 v. City of Philadelphia, 30 PPER ¶ 30140 (Final Order, 1999); Commonwealth of Pennsylvania, Dept. of Revenue, 19 PPER ¶ 19138 (Final Order, 1988). In light of the above determination that the City had a managerial prerogative to direct the L&I employes to work remotely in November 2020, it must also be concluded that the City had no duty to provide information to the Union regarding the same. Accordingly, the charge will be dismissed in its entirety.

CONCLUSIONS

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

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

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

3. The Board has jurisdiction over the parties hereto.

4. The City has not committed unfair practices in violation of Section 1201(a)(1) or (5) of PERA.

ORDER

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

HEREBY ORDERS AND DIRECTS

that the complaint is rescinded, and the charge is dismissed.

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 decision and order shall be final.

SIGNED, DATED AND MAILED at Harrisburg, Pennsylvania, this 28th day of November, 2022.

PENNSYLVANIA LABOR RELATIONS BOARD

/s/ John Pozniak
John Pozniak, Hearing Examiner