

COMMONWEALTH OF PENNSYLVANIA  
Pennsylvania Labor Relations Board

JENKINTOWN POLICE BENEVOLENT ASSOCIATION :  
:  
:  
v. : Case No. PF-C-24-71-E  
:  
JENKINTOWN BOROUGH :

**PROPOSED DECISION AND ORDER**

On July 30, 2024, the Jenkintown Police Benevolent Association (Association or Union) filed a charge of unfair labor practices with the Pennsylvania Labor Relations Board (Board) against Jenkintown Borough (Borough or Employer), alleging that the Borough violated Section 6(1)(a), (b), and (e) of the Pennsylvania Labor Relations Act (PLRA), as read with Act 111, by unilaterally implementing a new performance evaluation policy without bargaining with the Union.

On August 7, 2024, the Secretary of the Board issued a Complaint and Notice of Hearing, assigning the matter to conciliation, and directing a hearing on November 25, 2024, if necessary. The hearing ensued, as scheduled, on November 25, 2024, at which time the parties were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. The parties elected to do closing statements on the record in lieu of submitting post-hearing briefs in support of their respective positions. The Board received the transcript on December 16, 2024.

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 Borough is a public employer and political subdivision under Act 111 as read *in pari materia* with the PLRA. (N.T. 5)

2. The Association is a labor organization under Act 111 as read *in pari materia* with the PLRA. (N.T. 5)

3. The Association is the exclusive bargaining representative for a unit of police employees at the Borough. (Union Exhibit 1)

4. The Association and the Borough were parties to a collective bargaining agreement (CBA) effective January 1, 2020 to December 31, 2023. (Union Exhibit 1)

5. Thomas Scott has served as the Borough's Chief of Police since April 2022. He is the sole management representative in the Borough's police department, which also consists of ten other officers, who are all in the bargaining unit. (N.T. 35)

6. Chief Scott testified that there was no performance evaluation system in place when he took over in 2022. He described seeing performance

evaluations in some of the files he reviewed at that time, but he indicated that they had stopped in 2012. (N.T. 36-37)

7. By email dated October 27, 2022, Chief Scott indicated the following, in relevant part, to the bargaining unit employees:

Good Afternoon,

As part of my contractual responsibilities, I have been tasked with developing a performance evaluation system for our Department. These evaluations will be completed during the month of November with individual evaluation meetings completed during the early part of December. Attached are the evaluation forms that will be completed for all officers within the Department. There will be separate Sergeant evaluations also completed. These forms will be essential in providing feedback to each of you on how you are performing and what improvements or training may be helpful for each of you. My hope is to establish a system where there will be an informal evaluation mid-year annually. This will help to prepare or address some concerns and help each of you to perform at your full potential. The final yearly evaluation will be conducted in the November/December time period. I am looking forward to meeting with each of you as part of this process. I will ask the respective platoon Sergeants to be part of this process in evaluating your performance. The Sergeants will be present during the evaluation meetings based on scheduling and street coverage. If you have any questions or concerns[,] please let me know. I would encourage all of you to review the attached forms for familiarization and understanding of expectations...

(N.T. 21-22, 37; Borough Exhibit 1)

8. Chief Scott included two attachments to the October 27, 2022 email, the scoring sheet for evaluating sergeants and the scoring sheet for evaluating police officers. Scott testified that he performs the evaluations for the sergeants. Scott also described how the sergeants provide him with feedback for the police officer evaluations, but he performs the police officer evaluations himself. (N.T. 37-38, 60)

9. Chief Scott explained the format for the evaluation forms. The sergeant form contains scoring for 11 different categories, which include: Scheduling and Coordinating; Personnel Management; Training and Instruction; Productivity; Evaluating; Leadership; Supervisory Control; Set Example for the Subordinates; Supervisory Reporting; Monitors and Assist Street Activity; and Operational Economy. The police officer form contains seven different categories, which include: Personal Characteristics; Job Knowledge/Performance; Community and Human Relations; Officer Safety; Productivity/Crime Prevention; Communication; and Leadership Qualities. Both the sergeant and police officer forms contain a number of subparts under each category. The police officer forms are scored on a 1 to 5 scale, with 1 being "unsatisfactory," 2 being "below expectation needs improvement," 3 being "at expectation," 4 being "above expectation," and 5 being "superior." In addition, the police officer forms also consist of 200 possible points, with 59% being "unsatisfactory," 60% to 74% being "satisfactory," 75% to 89%

being "above average," and 90% to 100% being "superior."<sup>1</sup> Both the sergeant and police officer forms contain the following language on the cover sheet: "I realize that I can appeal this evaluation by sending a memo to the Chief of Police [and/or] the Mayor of Jenkintown [Borough] within five (5) calendar days of its receipt." (N.T. 39-42; Borough Exhibit 1)

10. Chief Scott used these forms to evaluate the bargaining unit employees in 2022. One sergeant in the bargaining unit appealed his score, but the Association did not challenge the use of the forms by filing an unfair labor practice charge. (N.T. 42-43)

11. Chief Scott also used these forms to evaluate the bargaining unit employees in 2023. Once again, there were officers who appealed their scores, but the Association did not challenge the system. (N.T. 43-44)

12. Chief Scott testified that he implemented the performance evaluation system in 2022 because the performance evaluations are now a standard for the Pennsylvania Law Enforcement Accreditation Commission. He explained that the performance evaluations are important for accountability, feedback, and improvement, to help police officers grow and succeed in their careers. He described how the system assists officers by building a baseline in categories with which they may be struggling, and also by noting the categories in which they excel, for a more well-rounded police officer. (N.T. 45-46)

13. By email dated March 6, 2024, Chief Scott indicated the following, in relevant part, to the bargaining unit employees:

Good Afternoon,

We are starting work to update and create new policies that should have been in place to establish guidelines and reference for operations within the police department. I take full responsibility for not making the effort to have these policies in place sooner. The first two are related to notification procedures and the performance evaluation system. If you have any questions or concerns, please let me know. All policies will be presented to the Borough Council as part of the process of transparency and approval. We will be working on a complete renovation of the Use of Force Policy, so it is easier to read and comprehend. All new and updated policies will be eventually uploaded to PowerDMS. In addition, some of the policies will include training and possible testing as part of the implementation. The testing will not be difficult...

(N.T. 46-47; Borough Exhibit 2)

14. Chief Scott attached a document entitled "Performance Evaluation System" to the March 6, 2024 email. The document referenced a General Order #35.1.1 and contained a date of February 28, 2024. (N.T. 47-48; Borough Exhibit 2)

---

<sup>1</sup> It is unclear why the performance levels for the subparts of the police officer forms do not correspond directly with the overall evaluation score consisting of 200 possible points.

15. Chief Scott testified that he wrote the Borough's version of the Performance Evaluation System policy, which was attached to the March 6, 2024 email. He claimed that there is not much difference between the Performance Evaluation System Policy attached to the March 6, 2024 email and the 2022 scoring system for police officers. He indicated that the policy just describes how the performance evaluation system already works. (N.T. 48-49)

16. Chief Scott testified that the Performance Evaluation System policy sets forth details on 1 to 5 scoring definitions, which include "1-unsatisfactory," "2-below expectation, needs improvement," "3-at expectation," "4-above expectation," and "5-superior." The policy then indicates that "Police Officer-Patrol Evaluation Report[s]" are "used to evaluate all permanent, non-supervisory sworn members assigned to patrol duties. Members are rated from one (1) to five (5) in eight (8) performance categories, with each category and rating supported by a measurement definition. Members are evaluated by the Chief of Police with input from the Platoon Supervisor." (N.T. 48-49; Borough Exhibit 2)

17. Chief Scott testified that the policy then contains a section entitled "Recruit Training Observation Reports," which he described as standard for the Field Training Officer (FTO) to complete for any new officer in the department. The policy also contains a provision stating "[a]ny appeals of the performance evaluation will be retained in the officer's file. The appeal will be considered on facts and circumstances provided to support the appeal. Any corrections based on the appeal will be documented and an amended evaluation will be sent to the officer/sergeant and also stored in the employee's file." (N.T. 49; Borough Exhibit 2)

18. Chief Scott testified that, at the time of the hearing, he was in the process of performing the evaluations for 2024. He described how he was going to use the same scoring sheet and claimed that there has been no change to that. (N.T. 49-50)

19. On cross-examination, Chief Scott acknowledged that the policy in General Order 35.1.1, which he circulated on March 6, 2024, had not yet been approved by the Borough Council at the time of the hearing. He described how he is in the process of updating a policy manual, which contains the instant policy in General Order 35.1.1. He explained how the policy is "in the queue," but reiterated that it has not been approved. He testified that he hoped to have the entire policy manual updated and approved by Borough Council by the end of 2024 or beginning of 2025. He had not conducted any performance evaluations pursuant to policy 35.1.1 as of the hearing date. He asserted that he would get the policy approved, but then he admitted there was a chance that Borough Council would vote not to approve it. He stated that no police officers have been disciplined as a result of the performance evaluations since he started at the Borough. (N.T. 62-63, 67-71)

20. On redirect examination, Chief Scott testified that he plans to use the same scoring sheet for the 2024 evaluations that he used in 2022 and 2023. He asserted that the policy is just a memorialization of the system that is already in place. On recross-examination, he admitted that the scoring sheet was not incorporated in General Order 35.1.1. (N.T. 74-75, 77)

21. Edward Titterton has been employed as a police officer at the Borough for approximately nine years. He also serves as Director to the Fraternal Order of Police (FOP), which apparently assists the Association with negotiations. He identified the policy entitled "Performance Evaluation

System," which was dated February 28, 2024. (N.T. 11-13, 24; Union Exhibit 2)

22. Officer Titterton testified that, despite the February 28, 2024 date on the document, the performance evaluation policy was uploaded to Power DMS, which he described as an electronic portal the Borough uses so that the police officers can access general orders and forms, on June 18, 2024. He explained that the policy was new and was implemented while the parties were engaged in Act 111 negotiations for a successor agreement. He indicated that the Borough did not bargain with the Association prior to implementing the policy. (N.T. 13-14, 16)

23. Officer Titterton testified that the Borough did not have a policy regarding performance evaluations prior to the "Performance Evaluation System" policy. He acknowledged that the Borough did use evaluation forms in the past, which included instructions on the forms for appeals and timelines. He claimed that this new policy was different from the old system because it was a full-fledged policy rather than just a small excerpt on a cover sheet. He stated that the Association does not know how the officers are graded or who they are compared to. (N.T. 16-17)

24. Officer Titterton testified that there is a way to appeal the scores for the new policy. He described how the burden is on the officer to defend the appeal and disprove the evaluation. He also indicated that the cover sheet of the evaluation process stated that it went to the Mayor. He explained how the very first evaluation cycle was with the Chief of Police, but the second cycle differed because the Mayor sat in on that evaluation with this policy. (N.T. 17-18)

25. Officer Titterton testified that criminal enforcement is one of the grading systems under the evaluation process, but he was unaware if that is determined through arrests, contacts, or traffic stops. He indicated that the policy contains no explanation. (N.T. 18-19)

26. On cross-examination, Officer Titterton testified that the new policy is different from the system that had been in place since 2022 "to a degree." He described how the new policy does not explain the appeal process or how many days an officer has to challenge the evaluation. (N.T. 20-21)

#### DISCUSSION

The Association has charged the Borough with violating Section 6(1) (a), (b) and (e) of the PLRA<sup>2</sup> and Act 111 by unilaterally implementing a new performance evaluation policy without bargaining with the Union. Specifically, the Association submits that the policy represents an unlawful change in terms and conditions of employment because the Borough continues to

---

<sup>2</sup> Section 6(1) of the PLRA provides that "[i]t shall be an unfair labor practice for an employer: (a) To interfere with, restrain or coerce employees in the exercise of the rights guaranteed in this act. (b) To dominate or interfere with the formation or administration of any labor organization or contribute financial or other material support to it: Provided, That subject to rules and regulations made and published by the board pursuant to this act, an employer shall not be prohibited from permitting employees to confer with him during working hours without loss of time or pay... (e) To refuse to bargain collectively with the representatives of his employees, subject to the provisions of section seven (a) of this act." 43 P.S. § 211.6.

change the evaluation process, essentially turning it into "a moving target." The Borough, on the other hand, contends that the charge should be dismissed because it was not filed within six weeks of the policy's implementation in late 2022. The Borough argues that it did not violate the PLRA or Act 111, and the charge should be dismissed, because the policy contained in General Order 35.1.1 is the same as the policy that Chief Scott implemented in late 2022. Furthermore, the Borough asserts that the policy regarding the performance evaluations is not a mandatory subject of bargaining, and instead represents a managerial prerogative, over which the Borough has no bargaining obligation.

First of all, the charge filed under Section 6(1)(b) of the PLRA must be dismissed. An employer commits an offense under Section 6(1)(b) of the PLRA only if it creates a so-called "company union." Kennett Square Borough, 25 PPER ¶ 25179 (Proposed Decision and Order, 1994). A "company union" is created when the employer provides assistance to or is involved with a labor organization to the point that the labor organization "is indistinguishable from the employer." FOP, Pennsylvania Conservation Police Officers Lodge 114 v. Commonwealth of Pennsylvania, PGC, 39 PPER 87 (Proposed Decision and Order, 2008).

In this case, the Association has presented no evidence to demonstrate that the Borough provided assistance to or was involved with the Association to any extent, much less to the point of rendering the Association indistinguishable from the Borough. In fact, the Association did not even raise such an argument at any point during the hearing or in its closing statement on the record. As a result, the charge under Section 6(1)(b) of the PLRA will be dismissed.

With regard to the refusal to bargain charge under Section 6(1)(e) of the PLRA, the Borough contends that the charge was untimely filed. Section 9(e) of the PLRA provides that "[n]o petition or charge shall be entertained which relates to acts which occurred or statements which were made more than six weeks prior to the filing of the petition or charge." 43 P.S. § 211.9(e). As a general matter, the nature of the unfair practice claim alleged frames the limitations period for that cause of action. Upper Gwynedd Township Police Dept. v. Upper Gwynedd Township, 32 PPER § 32101 (Final Order, 2001). For a refusal to bargain a change in terms and conditions of employment, notice to the union of the implementation of the challenged policy or directive triggers the statute of limitations. Harmar Township Police Wage and Policy Committee v. Harmar Township, 33 PPER § 33025 (Final Order, 2001). Implementation is the date when the directive becomes operational and serves to guide the conduct of employees, even though no employees may have been disciplined or corrected for failure to abide by the directive. *Id.* Mere statement of future intent to engage in activity, which arguably would constitute an unfair labor practice, does not constitute an unfair labor practice for engaging in that activity. Upper Gwynedd Township, at 264. The Board will dismiss a charge as prematurely filed where the complainant files the charge prior to actual implementation. City of Allentown, 19 PPER § 19120 (Final Order, 1988).

Here, the record shows that the policy containing General Order 35.1.1 has yet to be implemented. As detailed above, Chief Scott circulated an email on March 6, 2024, which indicated the following, in relevant part, to the bargaining unit employees:

Good Afternoon,

We are starting work to update and create new policies that should have been in place to establish guidelines and reference for operations within the police department. I take full responsibility for not making the effort to have these policies in place sooner. The first two are related to notification procedures and the performance evaluation system. If you have any questions or concerns, please let me know. **All policies will be presented to the Borough Council as part of the process of transparency and approval.** We will be working on a complete renovation of the Use of Force Policy, so it is easier to read and comprehend. All new and updated policies will be eventually uploaded to Power DMS. In addition, some of the policies will include training and possible testing as part of the implementation. The testing will not be difficult..

(Borough Exhibit 2) (Emphasis added).

During the hearing, Chief Scott acknowledged that the policy in General Order 35.1.1, which he circulated on March 6, 2024, had not yet been approved by the Borough Council. He described how he was in the process of updating a policy manual, which contains the instant policy in General Order 35.1.1. He explained how the policy is "in the queue," but reiterated that it has not been approved. He testified that he hoped to have the entire policy manual updated and approved by Borough Council by the end of 2024 or beginning of 2025. He had not conducted any performance evaluations pursuant to the policy in General Order 35.1.1 as of the hearing date. He asserted that he would get the policy approved, but then he admitted there was a chance that Borough Council would vote not to approve it.

The timeline set forth directly above demonstrates that the Association's charge is premature. The Borough's governing body had not even approved the policy as of the November 25, 2024 hearing. The Association filed its charge alleging a refusal to bargain in violation of Section 6(1)(a) and (e) of the PLRA on July 30, 2024. At the hearing, the Association argued that its charge was timely filed because the Association filed the charge within six weeks of when the Borough uploaded the policy to its electronic portal on June 18, 2024. However, that is not the date that the policy became operational and began governing the conduct of employees. At most, the June 18, 2024 date was simply a declaration of the Borough's future intent to engage in activity, which arguably would constitute an unfair labor practice, which, as delineated above, does not constitute an unfair labor practice for engaging in that activity. The same is true of the March 6, 2024 date when the Chief circulated the policy to the bargaining unit employees. The Chief expressly stated that "all policies **will be presented to the Borough Council** as part of the process of transparency and approval." Once again, the Chief had yet to present this policy to the Borough Council as of the hearing date. Thus, the policy in General Order 35.1.1 was not yet governing the conduct of employees at the time of the charge or even at the time of the hearing. Accordingly, the charge was plainly premature and must be dismissed as a matter of law. See Pennsylvania State Troopers Ass'n v. Commonwealth of Pennsylvania, Pennsylvania State Police, 35 PPER 114 (Final Order, 2004) (holding that the Board and its hearing examiners do not have jurisdiction to entertain premature claims that are not ripe for adjudication).

Of course, the Association could avoid the premature status of the charge by arguing that the policy contained in General Order 35.1.1 has been in place since late 2022 and has been governing the conduct of employees since that time. Indeed, the Chief testified that there is not much difference between the Performance Evaluation System Policy attached to the March 6, 2024 email and the 2022 scoring system for police officers. The Chief asserted that the policy just describes how the performance evaluation system already works. The Association's witnesses appeared to agree, for the most part, as they seemed unable to identify many differences, aside from the fact that the policy contained in General Order 35.1.1 omitted the language from the cover sheet of the performance evaluation forms, which provides for a five-day appeal period. The Chief testified, however, that he planned to use the same scoring sheet and indicated that there has been no change to that.<sup>3</sup> Unfortunately for the Association, even if the policy in General Order 35.1.1 is the same as the one currently governing employee conduct, the charge would still have to be dismissed because it would be well beyond the six-week limitations period set forth in the PLRA. For sure, the record shows that the Borough began conducting performance evaluations of the bargaining unit employees and using those corresponding scoring sheets in late 2022. But the charge was not filed until July 30, 2024. What is more, the Board has long held that the mere codification of an unwritten work rule, where there has been no change to a mandatory subject of bargaining, is not an unfair labor practice. Pennsylvania State Troopers Ass'n v. Commonwealth of Pennsylvania, Pennsylvania State Police, 36 PPER 67 (Final Order, 2005). Thus, the charge must fail for two reasons if the policy contained in General Order 35.1.1 was determined to be the same as the one already governing employee conduct since late 2022.

In any event, even assuming it is proper to address the merits of the Association's charge, the Board and the appellate courts have consistently held that it is within a public employer's managerial prerogative, both under the Public Employee Relations Act (PERA) and Act 111, to evaluate, select, and direct personnel to perform assigned duties. Bangor Area Education Ass'n v. Bangor Area School District, 33 PPER ¶ 33088 (Final Order, 2002) (citing Delaware County Lodge 27, FOP v. PLRB, 722 A.2d 1118 (Pa. Cmwlth. 1998) (evaluation methods and performance standards have consistently been held to be managerial prerogatives)).

It is well settled that the Board properly relies on precedent to determine whether a matter constitutes a mandatory subject of bargaining rather than reinventing the wheel by applying the Act 111 balancing test to arrive at the same result as the established precedent. Pennsylvania State Corrections Officers Ass'n v. Commonwealth of Pennsylvania, Dept. of Corrections, Fayette SCI, 35 PPER 58 (Proposed Decision and Order, 2004) citing Teamsters Local 77 & 250 v. PLRB, 786 A.2d 299 (Pa. Cmwlth. 2001). Although the decision regarding the negotiability of a particular subject is in part fact driven (i.e. balancing the relationship of the issue to Section 1 matters on one hand and core managerial interests on the other), once the Board has conducted this analysis, the result is precedential for future

---

<sup>3</sup> This is one reason the Board does not have jurisdiction to adjudicate premature claims, as it is unclear whether or not there will actually be a change to employee terms and conditions of employment, even if the policy is eventually implemented, or what the effect will be on the employees. Another reason would obviously be that the employer can change its mind and decide not to implement the policy at issue. See Dospoy v. Harmony Area School District, 41 PPER 150 (Proposed Decision and Order, 2010).



cases on the same or similar facts.<sup>4</sup> Fayette SCI, *supra*. Of course, where a party introduces new or different facts that may alter the weight the matter at issue bears on the interests of the parties, additional analysis may be warranted. The burden is on the party requesting departure from established precedent to demonstrate on the record facts warranting such a departure. *Id.* citing Wilkes-Barre Police Benevolent Ass'n v. City of Wilkes-Barre, 33 PPER ¶ 33087 (Final Order, 2002).

In the instant matter, the Association offered little to no evidence of any impact on employee terms and conditions of employment.<sup>5</sup> Indeed, both Union witnesses admitted that there has been essentially no change in their working conditions. (N.T. 20-21, 31).<sup>6</sup> And, there is no evidence that the employees could potentially suffer any discipline or adverse action as a result of the evaluations. As such, the Union has not introduced any new or different facts that may alter the weight the matter at issue bears on the interests of the parties to justify additional analysis or departure from established precedent.<sup>7</sup> As a result, the charge under Section 6(1)(a) and (e) of the PLRA will also be dismissed.

---

<sup>4</sup> Section 1 of Act 111 provides, in pertinent part, as follows:

Policemen or fireman employed by a political subdivision of the Commonwealth or by the Commonwealth shall, through labor organizations or other representatives designated by fifty percent or more of such policemen or firemen, have the right to bargain collectively with their public employers concerning the terms and conditions of their employment, including compensation, hours, working conditions, retirement, pensions, and other benefits, and shall have the right to an adjustment or settlement of their grievances or disputes in accordance with the terms of this act.

43 P.S. § 217.1.

<sup>5</sup> This, of course, is assuming the FOP is correct that the policy containing General Order 15.1.1 was somehow implemented on June 18, 2024. Otherwise, as previously set forth above, the charge would be untimely under Section 9(e) of the PLRA, as it was filed well beyond the six-week limitations period following the policy's implementation in late 2022. Or alternatively, the charge was prematurely filed prior to actual implementation of General Order 15.1.1, in which case there could not possibly be any impact yet on the employees.

<sup>6</sup> In addition to Officer Titterton, the Union also introduced brief testimony from Officer Anthony Matteo. (N.T. 26).

<sup>7</sup> The Pennsylvania Supreme Court has applied a balancing test when deciding whether a managerial decision is a mandatory subject of bargaining for municipalities in collective bargaining relationships with their police and fire employees under Act 111. Middletown Borough Police Officers Ass'n v. Middletown Borough, 46 PPER 78 (Proposed Decision and Order, 2015). Once it is determined that the decision is rationally related to the terms and conditions of employment, or germane to the work environment, the inquiry is whether collective bargaining over the topic would unduly infringe upon the public employer's essential managerial responsibilities. If so, it will be considered a managerial prerogative and non-bargainable. If not, the topic is subject to mandatory collective bargaining. *Id.* citing Borough of Ellwood City v. PLRB, 998 A.2d 589, 600 (Pa. 2010); City of Philadelphia v. International Ass'n of Firefighters, Local 22, 999 A.2d 555, 570-571 (Pa. 2010).

### **CONCLUSIONS**

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

1. The Borough is a public employer and political subdivision under Act 111 as read *in pari materia* with the PLRA.
2. The Association is a labor organization under Act 111 as read *in pari materia* with the PLRA.
3. The Board has jurisdiction over the parties hereto.
4. The Borough has not committed unfair labor practices in violation of Section 6(1)(a), (b), or (e) of the PLRA.

### **ORDER**

In view of the foregoing and in order to effectuate the policies of the PLRA and Act 111, 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 6<sup>th</sup> day of March, 2025.

PENNSYLVANIA LABOR RELATIONS BOARD

/s/ John Pozniak  
John Pozniak, Hearing Examiner