

COMMONWEALTH OF PENNSYLVANIA  
Pennsylvania Labor Relations Board

UTILITY WORKERS UNION OF AMERICA :  
LOCAL UNION No. 191 :  
 :  
v. : CASE NO. PERA-C-23-296-W  
 :  
WILKINSBURG PENN JOINT WATER :  
AUTHORITY :

**PROPOSED DECISION AND ORDER**

On December 15, 2023, the Utility Workers Union of America, Local Union No. 191 (Union or Local 191) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (PLRB or Board) alleging that Wilkesburg-Penn Joint Water Authority (Authority or Employer) violated Section 1201(a)(1) and (5) of the Public Employee Relations Act (PERA or Act) when on or about October 16, 2023 the Authority refused to comply with an information request by the Union for a complaint made by Human Resources Director Erica Bowe against Union President J.R. McAllen.

On January 10, 2024, the Secretary of the Board issued a letter which declined to issue a complaint. On January 23, 2024, the Union filed exceptions to the Secretary's decision to not issue a complaint. On May 21, 2024, the Board issued an order remanding the matter to the Secretary with directions to issue a complaint.

On June 5, 2024, the Secretary of the Board issued a complaint and notice of hearing, assigning the charge to conciliation for the purpose of resolving the matters in dispute through mutual agreement of the parties, and designating September 20, 2024, in Pittsburgh, as the time and place of hearing.

The hearing was necessary and held on September 20, 2024, in Pittsburgh, at which time the parties were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. The Union submitted a post-hearing brief on October 11, 2024. The Authority submitted a post-hearing brief on November 4, 2024.

The Hearing Examiner, based upon all matters of record, makes the following:

**FINDINGS OF FACT**

1. The Authority is a public employer within the meaning of the Act. (N.T. 8).
2. The Union is an employee organization within the meaning of the Act. (N.T. 8).
3. The parties are subject to a collective bargaining agreement with the effective dates of January 1, 2023 through December 31, 2027. (N.T. 77; Authority Exhibit 10).

4. John McAllen, Jr., has worked for the Authority for over six years as an inspector for the service department. He has served as president of the Union for over three years. (N.T. 29).

5. Prior to August, 2023, the Union had been concerned with a safety issue regarding the Authority's "Man Down" policy or procedure. Relating to this policy, the Union was concerned about its bargaining unit members who worked the midnight shift (4:00 p.m. to midnight) being isolated and alone and having no way of contacting people for help if they had an issue. Adam Haddad, a bargaining unit member, sent Erica Bowe, the Human Resources Director for the Authority, a request for a safety meeting on this "Man Down" issue. (N.T. 31-32).

6. On August 16, 2023, directly after the safety meeting requested by Haddad, McAllen sent Doug Komandt, the Authority's Executive Director, an email. This email copied Erica Bowe. The email states in relevant part:

Subject: HR Issue

Doug,

It saddens me today, that I have to address the unprofessionalism of Erica Bowe again. During the safety meeting today, held by phone-conference, she was continuously interrupting and over speaking Adam Haddad while he was addressing the safety concerns of the "Man Down" procedures. Today's meeting was an absolute debacle and nothing was accomplished due to Erica and how she responded to Adam's concerns. Not only was she speaking over Adam, but John Baurle as well, who is aware of the "Man Down" Procedures . . . . The Union is for what John Baurle and Nick Russo are trying to accomplish but would like some simple answers and clarity on the procedure. There are three radios but only one department has been briefed. We did not even get to address the concerns of not one inspector being trained on Chlorine leaks or alarms up at the filter plant . . . yet we are expected to drive there to check on a co-worker. Hence putting us in danger as well.

The issue of how Erica treats and speaks to union members has been brought to the Authority's attention several times to no avail. . . . Before we go to an outside agency to resolve these serious safety problems, I am requesting that you schedule another meeting and advise Erica to stop interfering with our efforts to engage in meaningful discussions with management about these problems. The Union and the Authority are on the same side on this issue and the Union should not be treated as the enemy. . . .

(N.T. 31-32; Union Exhibit 1).

7. Bowe serves on the Authority's collective bargaining team. She reports directly to the Executive Director of the Authority. (N.T. 80-81).

8. On August 25, 2023, Komandt sent McAllen an email which states in relevant part:

Please be advised that the Authority has retained the law firm Campbell Durant P.C. to conduct an investigation into a complaint made regarding interactions between the two of you, J.R. McAllen and Erica Bowe. Allison Genard[, Esq.,] has been assigned as the investigator.

(Union Exhibit 2).

9. Genard was hired to investigate both a complaint made by Bowe but also the complaint made by McAllen that Bowe had acted with anti-union animus. (N.T. 44-45).

10. On August 31, 2023, McAllen sent Komandt an email which states in relevant part:

Doug,

Good morning! After consulting with Ernie [LaPore, Union Steward], Local 191 is requesting a copy of the formal complaint made against myself and/or any member of Local 191. . . . Also, Local 191 is requesting a copy of the final report provided to the Authority by Allison Genard. . . .

Thank you,

J.R. McAllen  
President Local 191

(Union Exhibit 2).

11. On September 5, 2023, McAllen sent Genard an email which states in relevant part:

Good Morning Allison,

Local 191 still has not received the copy of the report filed by Erica Bowe on myself or any other member of Local 191. Was this something you were going to send us? . . . .

(Authority Exhibit 1).

12. On September 5, 2023, Genard sent McAllen an email which states in relevant part:

Good morning JR,

Could you please provide the legal basis for this request from your attorney? It is not customary to provide the complaint triggering an investigation unless disciplinary action is taken. . . .

(Authority Exhibit 1).

13. On September 5, 2023, McAllen forwarded a response from Ernest Orsatti, Esq., Counsel for the Union, to Genard. Orsatti's response states in relevant part:

Allison:

The Union is entitled to the complaint because it relates to a member of the Local 191 bargaining unit. Whether or not the complaint results in disciplinary action is completely irrelevant. In fact, if the complaint turns out to be unwarranted, the Union has a stronger reason to want a copy of the complaint. It may give the Union cause for a grievance or a claim against a party who made a false complaint. The Union has a right to all documents which relate to the administration of the collective bargaining agreement pursuant to Act 195. . . . The Union has a right to investigate the substance of this complaint to determine if there is any truth to it. The Authority is a public agency and does not have the right to keep things like this secret and especially not from the Union. When charges are levied against an employee, the employee and the Union have a right to know about it and the right to respond. . . .

(Authority Exhibit 1).

14. On September 6, 2023, Genard sent an email to McAllen which states in relevant part:

J.R.,

The Authority will not be providing a copy of the complaint at this time. If disciplinary measures are taken as a result of the investigation, the request for information will be revisited.

Mr. Orsatti's position as to the entitlement to the complaint is contrary to the position of the Pennsylvania Labor Relations Board. The Board has previously stated that the Union is not entitled to a complaint during the investigation process in Pennsylvania State Corrections

Officers Association v. Commonwealth of Pennsylvania Department of Corrections Greene SCI, 2002 WL 34677779 (Dec. 12, 2002). . . . The Union is not entitled to the requested document until disciplinary action is taken or an event subject to a grievance has occurred. An investigation into a violation of workplace policies or discrimination laws is not related to the administration of the collective bargaining agreement. Therefore, refusal to provide the document at this time does not constitute an unfair labor practice. . . .

(Authority Exhibit 3).

15. On September 6, 2023, McAllen forwarded to Genard a response to Genard from Attorney Orsatti. Orsatti's response to Genard states in relevant part:

Local 191 is not requesting a copy of the complaint solely with respect to any possibility of disciplinary action against [McAllen]. Local 191 wants a copy of the complaint for the purpose of determining whether or not Local 191 may have a basis for a grievance against the Authority or some other legal recourse. . . . [T]he Union has a right to documents which are relevant to the administration of the collective bargaining agreement and that right is to be liberally construed. Local 191 has clearly articulated a relevance for its request for this document and the failure to provide does in fact violate Section 1201(a)(1) and (5).

(Authority Exhibit 11).

16. On September 14, 2023, McAllen sent Komandt an email which contained the Union's Safety Committee Grievance and alleged the Authority violated the collective bargaining agreement with respect to numerous policies relating to the "Man Down" procedure. (N.T. 58; Authority Exhibit 2).

17. In the above September 14, 2023, grievance email, McAllen stated ". . . in retaliation to Local 191's actions [regarding the "Man Down" procedures], Erica Bowe has filed a complaint against Local 191 President J.R. McAllen a copy of which [the Authority] refuses to provide to Local 191. Adjustment requested . . . delivery of a copy of the complaint filed by Erica Bowe against J.R. McAllen." (Authority Exhibit 2).

18. On September 16, 2023, Eric LaPore, the Union steward, and McAllen had a meeting with Gerard. McAllen had requested that LaPore be his Union representative. At this meeting, McAllen was informed that a complaint had been made against McAllen about his actions during a safety meeting. The last question asked of McAllen dealt with issues regarding gender or racial discrimination. This is when the Union

became aware that Bowe had specifically made a sexual and racial discrimination complaint against McAllen. (N.T. 17-21, 35, 38, 47-48, 86-87).

19. On or about October 3, 2023, the Union and the Authority met regarding the outstanding safety grievance. The Union and the Authority discussed the issue and were able to mutually agree on a new "Man Down" procedure. (N.T. 59-60, 76; Authority Exhibit 3, 9).

20. On October 16, 2023, Komandt sent Lapore an email which states in relevant part:

Eric:

I am in receipt of the Union's most recent communication seeking the complaint filed by Ms. Bowe. At present the Authority's position on the Union's request remains the same. The Authority does not believe that the Union is entitled to a copy of this complaint and the Authority will not be providing one. As has been previously explained, a personnel complaint involving allegations of racial/gender harassment bears absolutely no relevance to the substance of the Union's safety grievance, which concerned the "man down" protocol. . . .

Moreover, as was just recently explained in the Authority's response to Grievance No. 446, the concerns outlined in that grievance have been thoroughly and uniformly resolved. The parties have agreed upon the new "Man Down" protocol and this protocol has been officially implemented as of October 5, 2023. . . . As such, not only is the complaint wholly unrelated to this grievance, but the grievance itself has accordingly been rendered moot. . . .

[I]f no grievance is pending, a union must demonstrate that requested information relates to a potential grievance that would on its face be governed by the parties' collective bargaining agreement. . . . Moreover, Mr. McAllen has not been disciplined in connection with this complaint, and nothing about the supposed content of this complaint could in any manner represent a grievable topic. Ms. Bowe's complaint represents an exercise of rights guaranteed by state and federal anti-discrimination law and the Authority had a legal obligation to investigate this complaint. In the absence of any disciplinary action in these circumstances, nothing about [Bowe's] complaint relates whatsoever to the administration of the parties' collective bargaining agreement or even remotely implicates any provision of the parties'

collective bargaining agreement, nor would any grievance regarding the supposed content of this complaint be even arguably covered by the collective bargaining agreement. . . .

(Union Exhibit 3).

21. On October 16, 2023, Lapore sent an email to Komandt which states in relevant part:

Dear Doug:

Local 191 respectfully disagrees with your assertion that the Authority does not have a legal obligation to provide the Union with the requested document. We hereby renew our request and request that it be submitted no later than 10 days prior to from [sic] the date of this email. . . . At your request, I am providing you with the caselaw to which we previously referred. . . .

The court affirmed the order of respondent labor relations board, which directed petitioner corrections department to disclose the identification of witnesses that had previously been identified only by number at a pre-disciplinary administrative hearing. The court held that the information requested by the union on behalf of grievant went to the crux of the petitioner's case and that the refusal to provide the names was a violation of statutory law. Commonwealth, Dep't of Corr., State Corr. Inst. v. Commonwealth, Pa. Labor Relations Bd., 541 A.2d 1168, 1169 (Pa. Commw. Ct. 1988).

(Union Exhibit 3).

22. Eventually, after her investigation, Genard found the complaint of anti-union animus made by McAllen and the racial and gender discrimination complaint made by Bowe to both be unfounded. She concluded McAllen had not engaged in any harassing or discriminatory behavior toward Bowe. (N.T. 47-48, 65-66).

23. On November 13, 2023, Komandt sent McAllen a letter which states in relevant part:

Attorney Genard's investigation had concluded. The Authority has concluded that you and Ms. Bowe engaged in unprofessional conduct by speaking over each other and raising your voices in the August 16, 2023, Safety Committee meeting. The Authority has concluded that this interaction was not based upon Ms. Bowe's race or gender or your position with the Union. While this conduct did not violate any of the Authority's policies, you are reminded to comport yourself in a

professional manner when interacting with all Authority employees and representatives. No further action will be taken at this time.

The Authority has also concluded that Ms. Bowe did not violate any policies or laws in interactions with union members. No further action will be taken at this time.

(N.T. 66; Authority Exhibit 5).

24. McAllen received no formal discipline relating to Bowe's complaint. (N.T 67-72; Authority Exhibit 5, 8).

25. Article 5, Section 5 of the collective bargaining agreement states: "It is the mutual responsibility of Management and the Union to maintain safety rules." (Authority Exhibit 10).

26. Article 1, Section 3 of the collective bargaining agreement states: "The Authority agrees that . . . there will be no discrimination by the Authority or its agents against any employee because of membership in the Union." (Authority Exhibit 10).

#### **DISCUSSION**

This case is over a request by the Union made on or about October 16, 2023 for a copy of the complaint made by Bowe against McAllen which alleged that McAllen racially and sexually discriminated against Bowe. The Employer has refused to provide the complaint arguing that it is not relevant to the Union's collective bargaining duties.

Public employers have a statutory duty to provide information when requested by a union in the performance of the union's duty to negotiate or police the collective bargaining agreement. Commonwealth of Pennsylvania v. Pennsylvania Labor Relations Board, 527 A.2d 1097 (Pa. Cmwlth. 1987). The test to determine the relevancy of the request to collective bargaining is liberal and is satisfied if the information requested by the union could be "potentially relevant or probably relevant" to the union's representation of its members. Commonwealth of Pennsylvania, Department of Corrections v. Pennsylvania Labor Relations Board, 541 A.2d 1168 (Pa. Cmwlth. 1988); Pennsylvania Social Services Union, Local 668, SEIU v. Commonwealth of Pennsylvania (Department of Public Welfare), 17 PPER ¶ 17042 (Final Order, 1986).

The fact that the union did not have a pending grievance does not nullify its right to the requested information. North Hills Education Association, PSEA/NEA v. North Hills School District, 29 PPER 29063 (Final Order, 1998). However, where no grievance is pending, the information sought must at least relate to a matter which arguably on its face would be governed by the contract. Commonwealth of Pennsylvania v. PLRB, 527 A.2d 1097 (Pa. Cmwlth. 1987).

Information sought by the union which directly involves matters of negotiable wages, hours and working conditions of represented employes is presumptively relevant. Robinson Township Police



Association v. Robinson Township, 31 PPER ¶ 31025 (Proposed Decision and Order, 1999) (citing Curtiss Wright Corporation v. NLRB, 347 F.2d 61 (3rd Cir. 1965)). Information that is presumptively relevant must be provided unless the employer shows that the information is not relevant or cannot reasonably be provided. Lawrence Park Township, 17 PPER ¶ 17057 (Proposed Decision and Order, 1986), citing NLRB v. Borden, Inc., 600 F.2d 313 (1st Cir. 1979) and Curtiss Wright Corporation v. NLRB, supra.

Pre-disciplinary investigations of employes may constitute discriminatory adverse employment action. Pennsylvania State Police, Petitioner v. Pennsylvania Labor Relations Board, Respondent, 41 PPER ¶ 183 (Pa. Cmwlth. 2011).

Moving to this matter, the Union's charge alleges that the Authority committed an unfair practice when on October 16, 2023, the Authority refused to provide the Bowe complaint to the Union upon request. It is not contested in this matter that the complaint sought by the Union exists, is in the possession of the Authority, and has not been produced to the Union.

The Union expressed to the Authority the following reasons for why it wanted the Bowe complaint. In a September 5, 2023 email to Genard, the Union expressed it wanted the Bowe complaint because, among other reasons: "In fact, if the complaint turns out to be unwarranted, the Union has a stronger reason to want a copy of the complaint. It may give the Union cause for a grievance or a claim against a party who made a false complaint. . . . The Union has a right to investigate the substance of this complaint to determine if there is any truth to it." In a September 6, 2023 email to Genard, the Union expressed: "Local 191 wants a copy of the complaint for the purpose of determining whether or not Local 191 may have a basis for a grievance against the Authority or some other legal recourse." In a September 14, 2023, email to the Authority regarding the Union's grievance, McAllen stated that the Union wanted the complaint because ". . . in retaliation to Local 191's actions [regarding the "Man Down" procedures], Erica Bowe has filed a complaint against Local 191 President J.R. McAllen . . . ." Finally, in the October 16, 2023 email to the Authority which re-stated the Union's request for the Bowe complaint, the Union specifically cites Commonwealth, Dep't of Corr., State Corr. Inst. v. Commonwealth, Pa. Labor Relations Bd., 541 A.2d 1168, 1169 (Pa. Commw. Ct. 1988), which concerns an information request made by a union seeking information in the context of disciplinary action against a bargaining-unit member.

Summarizing the above, the Union clearly expressed to the Authority that it was seeking the Bowe complaint against McAllen in order to evaluate a grievance based on the interpretation of the complaint against an investigation of McAllen as retaliatory actions of the Authority against McAllen for his protected activity during the Safety Committee Meeting.

The record shows the Bowe complaint is a document created by management about Union President McAllen's activity during a worker safety meeting which led to an investigation of McAllen. Therefore, the

record shows that the Bowe complaint is presumptively relevant. As the Union expressed in its September 6, 2023 email to the Authority: "The Union is entitled to the complaint because it relates to a member of the Local 191 bargaining unit." The Bowe complaint is a document about McAllen, a bargaining-unit member and the Union president, and about his activity during the Safety Committee meeting where McAllen represented the Union in a meeting about working conditions. The Bowe complaint led immediately to an investigation of McAllen after he participated in protected activity about working conditions. The record shows these protected activities were participating in the worker safety meeting as the Union president and writing an email as the Union president to Komandt about the worker safety meeting (and specifically complained about Bowe). Thus, while the complaint is arguably about discriminatory actions and statements, as pointed out by the Authority, the statements made about McAllen's activity during the safety meeting by Bowe, a member of management, are also explicitly about a bargaining-unit member and working conditions. It is presumptively relevant.

Nevertheless, the Employer argues the Bowe complaint has no relevance at all to the Union. In its September 6, 2023 email from Genard and in its Brief at 11 (Pennsylvania State Corrections Officers Association, 34 PPER ¶ 52 (Final Order, 2003)), the Authority argues that an employer does not have an obligation to provide any investigatory materials to the Union prior to any discipline. Since there was no eventual discipline, the Bowe complaint can therefore never arguably have any relevance to the Union. However, as explained above, the difference in this case from the cases cited by the Authority is that the Union here clearly expressed that it believed the actions of the Authority - filing a complaint against McAllen and investigating him after he engaged in protected activity during a meeting about working conditions - were retaliatory and discriminatory and a possible violation of the collective bargaining agreement and thus presumptively relevant. These facts distinguish this matter from the cases cited by the Authority. The Authority has not rebutted any presumptive relevance of the Bowe complaint.

In addition to showing the Bowe complaint was presumptively relevant, the Union has also shown that it was probably relevant, and that the Authority had an obligation to provide it even though no grievance was pending. As discussed above, the Union showed that McAllen was investigated because a complaint was made against him by Bowe. This complaint went to the crux of the Authority's reason to investigate McAllen. The Union also showed it requested the Bowe complaint because it believed the investigation was retaliatory. Bowe is a member of Authority management and made a complaint against McAllen, the Union President, after McAllen arguably engaged in protected activity by representing the Union at the Safety Committee Meeting and writing an email about the meeting to Komandt. The complaint led to an investigation of McAllen by the Authority. Even if the investigation of McAllen was not formal discipline, pre-disciplinary

investigations of employees may still constitute discriminatory or retaliatory adverse employment actions. This matter is similar to Pennsylvania Social Services Union, Local 668, SEIU, AFL-CIO v. Commonwealth of Pennsylvania (Department of Public Welfare), 17 PPER ¶ 17042 (Final Order, 1986). In PSSU, the union filed a grievance over an investigation of a bargaining-unit member and requested a copy of the written report that led to the investigation. The Board upheld the Hearing Examiner's decision and, in its Final Order, quoted the Hearing Examiner's conclusion:

[PSSU] has adequately demonstrated the relevancy of the written reports to the grievance filed on behalf of [the grievant]. The Union's grievance asserts that the Commonwealth violated Articles 31 and 33 of the parties' collective bargaining agreement by subjecting [the grievant] to an investigation which the Union asserts was a form of discipline without just cause and done for discriminatory anti-union reasons. The information that the Union seeks to obtain from the Commonwealth, then, is particularly relevant to the grievance and should be given to the Union to support its grievance handling obligation.

Id.

In this matter, while no grievance was pending on October 13, 2023, Article 5, Section 5 of the collective bargaining agreement states: "It is the mutual responsibility of Management and the Union to maintain safety rules." Additionally, the collective bargaining agreement provides at Article 1, Section 3: "The Authority agrees that . . . there will be no discrimination by the Authority or its agents against any employee because of membership in the Union." Therefore, the information sought - a document created by management about Union President McAllen's activity during a worker safety meeting which led to an investigation of McAllen - related to a matter which arguably on its face would be governed by the contract and is thus probably relevant.

Finally, in its Brief at 15, the Authority argues:

Indeed, the Authority is rightfully concerned that its provision of this complaint could subject Bowe to retaliation, as the Union has openly suggested that it may pursue litigation against Bowe individually if it obtains "a copy of the complaint". . . . the Authority is under no obligation to produce this complaint and thereby disregard the confidentiality assurances of its own policies, discourage employees from making such complaints, and expose employees who do make such complaints to potential retaliation.

Authority's Brief at 15.

First, with respect to any confidentiality interest the Authority claims to have in relevant information, it had the obligation to bargain with the Union over said confidentiality interest. See AFSCME Council 13, AFL-CIO v. Commonwealth of Pennsylvania, Department of Revenue, Office of Inspector General, 22 PPER ¶ 22069 (Final Order, 1991) (holding that an employer must make a good faith effort to accommodate its confidentiality interests with the union's need for information). The record here shows the Authority made no such good faith effort. Second, with respect to the Authority's claimed interest to protect Bowe from retaliation, I find that the record does not support a credible threat by the Union to retaliate against Bowe. The mention of a possible lawsuit is not retaliation on these facts. Further, McAllen and the Union do not have a managerial or supervisory power over Bowe and cannot on this record credibly threaten to implement any adverse employment action against her. There is no credible evidence McAllen or the Union would likely retaliate in any other way. Therefore, none of the concerns expressed by the Authority outweigh the relevance of the Bowe complaint to the Union.

The Bowe complaint should be produced to the Union. The Authority's failure to do so is a violation of Section 1201(a)(1) and (5) of the Act.

#### **CONCLUSIONS**

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

1. The Authority is a public employer within the meaning of Section 301(1) of PERA.
2. The Union is an employe organization within the meaning of Section 301(3) of PERA.
3. The Board has jurisdiction over the parties hereto.
4. The Authority has committed an unfair practice 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 PERA, the Hearing Examiner

#### **HEREBY ORDERS AND DIRECTS**

that the Authority 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 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.

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

(a) Immediately provide the Bowe complaint to the Union.

(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 the bargaining unit employees 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** at Harrisburg, Pennsylvania, this eighth day of January, 2025.

**PENNSYLVANIA LABOR RELATIONS BOARD**

/s/ Stephen A. Helmerich  
STEPHEN A. HELMERICH, Hearing Examiner

COMMONWEALTH OF PENNSYLVANIA  
Pennsylvania Labor Relations Board

UTILITY WORKERS UNION OF AMERICA :  
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 AUTHORITY :

**AFFIDAVIT OF COMPLIANCE**

The Authority hereby certifies that it has ceased and desisted from its violation of Section 1201(a) (1) and (5) of the Public Employe Relations Act; that it complied with the Proposed Decision and Order as directed therein; that it immediately provided the Bove complaint to the Union, that it has posted a copy of the Proposed Decision and Order as directed therein; and that it has served an executed copy of this affidavit on the Union at its principal place of business.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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