

SPECIFICATION OF CHARGES

Since on or about August 15, 2007 and at all times thereafter, the above-named employer, acting through its officers, agents, employees, and representatives, has violated and continues to violate Sections 1201 (a) (1), (3), and (5) of the Act.

The Seneca Valley School District and the Seneca Valley Education Association have been engaged in protracted bargaining for a successor agreement to their last collective bargaining agreement which expired on July 1, 2006. On or about August 9, 2007, the membership of the Seneca Valley Education Association unanimously authorized the Association to engage in a work stoppage. Since the District became aware of this unanimous authorization, it has made numerous threats with the intention of undermining and interfering with the Association's ability to represent its members. The District has also threatened to retaliate against the Association and its members should they exercise their statutorily protected right to engage in a work stoppage. Last but not least, the District has also refused to bargain in good faith.

By letter dated August 30, 2007 (copy attached), Thomas W. King, III, Esq., Chief Negotiator for the Seneca Valley School District, notified Joy Conley Kacik, Chief Negotiator for the Seneca Valley Education Association, that in the event the Association does engage in a work stoppage, the District would regressively amend its "Best Offer." Specifically, the District threatened to reduce its wage proposal by \$43,019.45 for each and every day of the strike even though all days missed during the strike will be made up pursuant to the statutory mandates of 24 PS 11-1101-A et seq. and under the status quo provisions of the expired collective bargaining agreement. This regressive reduction from what the District had labeled as its "Best Offer" is a direct threat to retaliate against the Association and its membership for engaging in their statutorily protected right to strike. This threat is also intended to interfere with and undermine the Association's ability to represent its members. Last but not least, this regressive proposal constitutes a failure to bargain in good faith.

The District has also engaged in interference, retaliation, and bad-faith bargaining by interrogating football coaches, who are members of the Association. Specifically, District administrators asked coaches to cross Association picket lines in order to coach football during a strike. The District also violated the Act by soliciting for "volunteer" coaches to replace bargaining unit members during the first strike under 24 PS 11-1101-A et seq.

All of these actions, singularly and collectively, violate Sections 1201 (a) (1), (3), and (5) of the Act.