

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

FRATERNAL ORDER OF POLICE, FORT :
PITT LODGE NO. 1, :
 :
 v. : Case No. PF-C-24-28-W
 :
CITY OF PITTSBURGH :

FINAL ORDER

The City of Pittsburgh (City) filed timely exceptions with the Pennsylvania Labor Relations Board (Board) on October 6, 2025, challenging a Proposed Decision and Order (PDO) issued on September 16, 2025. In the PDO, the Board's Hearing Examiner concluded that the City's actions violated Section 6(1)(a) of the Pennsylvania Labor Relations Act (PLRA), as read in *pari materia* with Act 111, when the City threatened police officer Jeffrey Tagmyer with discipline if he did not participate in an interview with a City attorney concerning his testimony for a grievance arbitration hearing. Pursuant to an extension of time granted by the Secretary of the Board, the City filed its brief in support of its exceptions on November 5, 2025. The Fraternal Order of Police, Fort Pitt Lodge No. 1 (Union) filed a response to the exceptions on October 10, 2025, and following an extension of time granted by the Secretary, filed a brief in opposition to the exceptions on December 8, 2025.

The relevant facts of this case are summarized as follows. The City and the Union were signatories to a collective bargaining agreement (CBA), effective January 1, 2019, through December 31, 2022, also known as the "Working Agreement". The relevant terms of the "Working Agreement" were extended by the parties through an agreement for the contract years 2023-2025. (FF 3).

On January 31, 2024, a subpoena was issued to Sergeant Jeffrey Tagmyer of the City's police department directing him to appear on February 1, 2024 as a Union witness in a discipline arbitration hearing concerning a co-worker, Sergeant Brian Elledge. (FF 6). Although Sergeant Tagmyer appeared at the hearing, he did not testify because City Assistant Solicitor Irene Thomas asked for a continuance of the hearing to, in part, learn what Sergeant Tagmyer would say in his arbitration testimony for the Union. (FF 7).

Thereafter, Attorney Thomas contacted the Police Bureau requesting that Sergeant Tagmyer be directed to attend an interview with her. (FF 9). On March 1, 2024, Assistant Chief Christopher Ragland sent an email to Sergeant Tagmyer directing him to attend a meeting with Attorney Thomas on March 6, 2024 at the City Law Department in the City-County Building. (FF 10, 12). The email advised that "[t]his matter is in reference to the ... grievance arbitration where you are a potential witness. Ms. Thomas would like to speak with you regarding this matter." (FF 12). On March 6, 2024, Sergeant Tagmyer appeared at the City Law Department with Attorney Ronald Retsch, who represents the Union. (FF 14).

At the meeting, Attorney Thomas greeted Sergeant Tagmyer at the entrance, and stated, as follows:

Good morning. I am Irene Donna Thomas. I represent the City of Pittsburgh in the grievance of Brian Elledge's transfer. I am interviewing you as a witness in this grievance. You are not the subject of any disciplinary action. You will not be disciplined because you answered my questions. I am recording your answers through a court reporter.

(FF 15). Attorney Thomas directed Sergeant Tagmyer to a nearby conference room, at which point, Sergeant Tagmyer introduced Attorney Retsch as his representative. In response, Attorney Thomas said, "He's not going to come back, you are just going to have to come back by yourself." Sergeant Tagmyer then verbalized his belief that he was entitled to Union representation to which Attorney Thomas stated "This is not how any of this works. I'm not going to play this game. I want you right now. Get up and come with me right now in the back room." (FF 16).

Attorney Retsch then asked Attorney Thomas if Sergeant Tagmyer was ordered to be there and answer questions, to which Attorney Thomas responded in the affirmative. Attorney Retsch also inquired whether Sergeant Tagmyer was there for a disciplinary reason, to which she responded "No." Attorney Retsch followed up asking if Sergeant Tagmyer could be disciplined for refusing to answer her questions, to which she said, "Yes." (FF 17). Sergeant Tagmyer told Attorney Thomas that he did not want to go with her without representation, to which she retorted, "Well, do you want me to go back and tell Chief Ragland that you're ... being insubordinate?" (FF 18).

At that point, Attorney Retsch asked what the purpose of the interview was and Attorney Thomas told him it was regarding the Elledge grievance arbitration. After conferring with Attorney Retsch, Sergeant Tagmyer decided not to be interviewed. Attorney Thomas closed the encounter by saying she would inform the Assistant Chief of his refusal. (FF 18). Sergeant Tagmyer was not disciplined for refusing to attend the March 6, 2024 meeting. (FF 19). On March 14, 2024, Sergeant Tagmyer received another email directing him to appear on March 19, 2024, for an interview concerning the Elledge grievance matter. (FF 20). On that day, Sergeant Tagmyer appeared again with Union representation and was interviewed by City Solicitor Kubiak with his representative present. (FF 21).

On March 19, 2024, the Union filed a Charge of Unfair Labor Practices with the Board, alleging that the City violated Section 6(1)(a), (c) and (e) of the PLRA by refusing to allow Sergeant Tagmyer to bring a Union representative to an interview with the City Solicitor concerning a pending grievance in which he was scheduled to appear as a Union witness and threatening discipline if he did not participate in the interview. On April 30, 2024, the Secretary issued a Complaint and Notice of Hearing, assigning this matter to a Hearing Examiner. After several continuances, hearings were held before the Hearing Examiner on February 24, 2025, and March 14, 2025. All parties in interest were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence at the hearing. Both parties filed post-hearing briefs.

On September 16, 2025, the Hearing Examiner issued a PDO, concluding that the City violated Section 6(1)(a) of the PLRA, as read in *pari materia*

with Act 111, by ordering Sergeant Tagmyer, a proposed Union witness in a pending grievance arbitration, to submit to an "ex parte" interview with the City Solicitor prior to testifying for the Union at arbitration.¹ The totality of the City's arguments on exceptions is that the Hearing Examiner erred in finding that the City's prehearing interview of Sergeant Tagmyer would be coercive of employee protected rights under the PLRA.

Pursuant to Section 6(1)(a) of the PLRA, "[i]t shall be an unfair labor practice for an employer ... [t]o interfere with, restrain or coerce employes in the exercise of the rights guaranteed in [the PLRA]." 43 P.S. § 211.6(a). An independent violation of Section 6(1)(a) of the PLRA occurs where the actions of the employer, in light of the totality of the circumstances, would tend to be coercive of an employee's exercise of protected rights under the PLRA, regardless of whether employes have, in fact, been coerced. E.B. Jermyn Lodge No. 2 of the Fraternal Order of Police v. City of Scranton, 38 PPER 104 (Final Order, 2007); Bellefonte Police Officers Association v. Bellefonte Borough, 27 PPER ¶ 27183 (Proposed Decision and Order, 1996). Even an inadvertent act by the employer may create an independent violation of Section 6(1)(a). Northwestern Education Association v. Northwestern School District, 24 PPER ¶ 24141 (Final Order, 1993). If the complainant establishes that the respondent's actions would tend to coerce a reasonable employee in violation of Section 6(1)(a), the burden shifts to the respondent to demonstrate a legitimate reason for the action it took that justified any interference with the employes' exercise of their statutory rights. Ringgold Education Association v. Ringgold School District, 26 PPER ¶26155 (Final Order, 1995).

The Hearing Examiner astutely found in the PDO, as follows:

In the case, the Union argues that City's actions "would tend to coerce potential witnesses in grievance arbitrations." I agree. Tagmyer, a bargaining-unit member, was subpoenaed to participate as a witness in a grievance arbitration on behalf of the Union to defend another bargaining-unit member. I find that participating as a Union witness in a grievance arbitration is an example of the exercise of rights protected by the PLRA. ... Tagmyer was ordered by a commanding officer to participate in an interview with a City attorney, [without the union present]. The City attorney also explicitly threatened him with discipline if he did not fully comply with her interview and answer questions. ... This is clear coercion and put Tagmyer in a circumstance where his exercise of protected rights had a sword of discipline hanging over him. That is, Tagmyer reasonably had to consider the threat of discipline in his calculation of whether to participate in protected activity. All Tagmyer was trying to do was participate in the grievance process as a witness on behalf of the Union and he was confronted with the possibility of discipline by the City

¹ The Hearing Examiner also dismissed the Union's allegation of a Weingarten violation under Section 6(1)(a), as well as its claims under Section 6(1)(c) and (e) of the PLRA. No exceptions have been filed to the Hearing Examiner's dismissal of those claims. 34 Pa Code § 95.98(a)(3) ("[a]n exception not specifically raised shall be waived.").

if he did not comply with [an "ex parte"] preliminary interrogation [by the City attorney].

(PDO at 7).

Sergeant Tagmyer had the right to participate in Union activity, including testifying at a grievance arbitration hearing on behalf of a co-worker, without threats from the City for failure to participate in the prehearing interview with just the City present. Further, the City did not offer any reason to justify its threat of discipline for failure to participate in the interview or its denial of Union representation.² Therefore, in accordance with well-established Board case law, the Hearing Examiner properly concluded that the City violated Section 6(1)(a) of the PLRA.

After a thorough review of the exceptions, the briefs of the parties, the PDO, and all matters of record, the Hearing Examiner properly concluded that the City violated Section 6(1)(a) of the PLRA, as read in *pari materia* with Act 111, when it threatened discipline if Sergeant Tagmyer did not participate in an interrogation of his upcoming testimony as a Union witness conducted by the City without a Union representative present. Accordingly, the Board shall dismiss the City's exceptions and make the Proposed Decision and Order final.

ORDER

In view of the foregoing and in order to effectuate the policies of the Pennsylvania Labor Relations Act and Act 111, the Board

HEREBY ORDERS AND DIRECTS

that the exceptions filed by the City of Pittsburgh are dismissed, and the September 16, 2025, Proposed Decision and Order be and the same is hereby made absolute and final.

SEALED, DATED and MAILED at Harrisburg, Pennsylvania pursuant to conference call meeting of the Pennsylvania Labor Relations Board, Gary Masino, Chairman, and Albert Mezzaroba, Member, this sixteenth day of June, 2026. The Board hereby authorizes the Secretary of the Board, pursuant to 34 Pa. Code 95.81(a), to issue and serve upon the parties hereto the within Order.

² While the City permitted Sergeant Tagmyer to have a Union representative present at the second meeting with City Solicitor Kubiak on March 19, 2024, that does not cure the previous violation of Section 6(1)(a) that occurred on March 6, 2024.

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AFFIDAVIT OF COMPLIANCE

The City of Pittsburgh hereby certifies that it has ceased and desisted from its violations of Section 6(1)(a); that it has complied with the Proposed Decision and Order and Final Order as directed therein; that it has posted a copy of the Proposed Decision and Order and Final Order; and that it has served an executed copy of this affidavit on the Union at its principal place of business.

Signature/Date

Title

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

Signature of Notary Public