

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

FOP WILLIAM PENN LODGE 19 :
 :
 v. : Case No. PF-C-23-79-E
 :
 CITY OF CHESTER :

PROPOSED DECISION AND ORDER

On August 31, 2023, the Fraternal Order of Police William Penn Lodge 19 (FOP or Union) filed a charge of unfair labor practices with the Pennsylvania Labor Relations Board (Board) against the City of Chester (City or Employer), alleging that the City violated Section 6(1)(a) and (c) of the Pennsylvania Labor Relations Act (PLRA), as read with Act 111, by bypassing the designated bargaining representative and directly dealing with a discharged employe, despite the existence of an FOP grievance challenging the employe's dismissal.

On October 23, 2023, the Secretary of the Board issued a Complaint and Notice of Hearing, assigning the matter to conciliation, and directing a hearing on January 24, 2024, if necessary. After several continuances, the parties agreed to enter joint stipulations of fact in lieu of appearing for an evidentiary hearing. The Board received the duly executed joint stipulations of fact, along with several attached exhibits, on June 19, 2025. The parties each filed separate post-hearing briefs in support of their respective positions on July 31, 2025.

The Hearing Examiner, on the basis of all matters and documents of record, makes the following:

FINDINGS OF FACT

1. The City is a public employer and political subdivision under Act 111, as read *in pari materia* with the PLRA.

2. The FOP is a labor organization under Act 111, as read *in pari materia* with the PLRA. (Joint Exhibit H)¹

3. The FOP is the exclusive bargaining representative for a unit of police employes at the City. (Joint Exhibit H)

4. On August 11, 2021, City Police Commissioner Steven Gretskey learned from the Delaware County District Attorney's Office that Officer Robert Shaughnessy was under criminal investigation. (Joint Exhibit H)

5. On that same day, Commissioner Gretskey reassigned Officer Shaughnessy from patrol to the cell block. (Joint Exhibits A, H)

6. On October 6, 2021, Officer Shaughnessy was charged by the Pennsylvania Office of Attorney General for several violations of the Pennsylvania Crimes Code. (Joint Exhibits B, H)

¹ The joint stipulations of fact have been marked as Joint Exhibit H, as the parties have already attached Joint Exhibits A through G to the stipulations.

7. On October 8, 2021, the City served Officer Shaughnessy with a Loudermill notice and Statement of Charges, which included a summary of the criminal charges and potential violations of workplace policies. (Joint Exhibits B, H)

8. The Loudermill hearing to discuss the criminal charges and potential workplace violations was held on or about October 13, 2021. (Joint Exhibits B, H)

9. Officer Shaughnessy and his Union representative were present at the Loudermill hearing. (Joint Exhibit H)

10. Officer Shaughnessy was placed on administrative leave after the criminal charges were filed. (Joint Exhibit H)

11. On September 22, 2022, Officer Shaughnessy was found not guilty of the criminal charges. (Joint Exhibit H)

12. The City began its workplace investigation after the resolution of the criminal trial. (Joint Exhibit H)

13. On September 26, 2022, and September 30, 2022, the FOP sent letters to Receiver Michael Doweary, then-Mayor Thaddeus Kirkland, and Commissioner Gretskey requesting an update on Officer Shaughnessy's employment status with the City Police Department. (Joint Exhibits C, H)

14. On October 10, 2022, the FOP filed two departmental grievances challenging the status of Officer Shaughnessy's employment. (Joint Exhibits D, H)

15. On or about July 10, 2023, then-Mayor Thaddeus Kirkland, City Solicitor Kenneth Schuster, and Police Commissioner Steven Gretskey met with Officer Shaughnessy about resolving the grievance. (Joint Exhibit H)

16. There was no agreement reached at the July 10, 2023 meeting. (Joint Exhibit H)

17. The FOP was not present at the July 10, 2023 meeting and only became aware of the meeting on or about August 7, 2023 during a periodic meeting to resolve the grievances. (Joint Exhibit H)

18. The City contends that Officer Shaughnessy was offered but declined FOP representation for the July 10, 2023 meeting. (Joint Exhibit H)

19. The FOP disputes the City's contention and alleges that Officer Shaughnessy asked Mayor Kirkland whether he would need an FOP representative for the July 10, 2023 meeting, and was advised by Mayor Kirkland that it was not necessary. (Joint Exhibit H)

20. On or about September 27, 2023, the City presented Officer Shaughnessy with terms of his reinstatement, in writing, for Officer Shaughnessy to review with his Union representative. (Joint Exhibit H)

21. On October 8, 2023, Officer Shaughnessy, with the knowledge of the FOP, sent a letter to then-Mayor Kirkland rejecting the City's terms for reinstatement. (Joint Exhibits E, H)

22. The City did not accept Officer Shaughnessy's counterproposal, and Officer Shaughnessy remained in an administrative leave status. (Joint Exhibit H)

23. On May 1, 2024, after the conclusion of the workplace investigation, the City served Officer Shaughnessy with a second Loudermill notice and Statement of Charges, which included a summary of the workplace investigation and potential violations of the workplace policies. (Joint Exhibits F, H)

24. On May 15, 2024, the City served Officer Shaughnessy with a termination letter. (Joint Exhibit G, H)

25. The FOP timely filed a grievance disputing Officer Shaughnessy's termination. (Joint Exhibit H)

26. On September 24, 2024, the parties appeared for a hearing before Arbitrator Jared Kasher. (Joint Exhibit H)

27. On December 26, 2024, Arbitrator Kasher issued an opinion and award denying the Union's discharge grievance. (Joint Exhibit H)

DISCUSSION

The FOP argues that the City violated Section 6(1)(a) and (e) of the PLRA² and Act 111 by bypassing the exclusive bargaining representative and directly dealing with Officer Shaughnessy, despite the existence of an FOP grievance challenging his dismissal. The FOP contends that the City attempted to adjust the grievance with the individually affected employee, Shaughnessy, on July 10, 2023, without the involvement of the FOP, and which the FOP did not even learn about until August 7, 2023. The FOP submits that it is of no consequence whether Shaughnessy declined FOP representation for the July 10, 2023 meeting, as alleged by the City, because the City's statutory bargaining obligation is owed to the FOP, and not to any individual bargaining unit employees.

The City, meanwhile, asserts that the charge should be dismissed because the FOP did not properly raise a refusal to bargain charge under Section 6(1)(e) of the PLRA. The City insists that the FOP only raised a claim under Section 6(1)(a) and (c) of the PLRA because those were the boxes it checked off on the charge form. The City maintains that the FOP is precluded from amending its charge now to include a claim under Section 6(1)(e) of the PLRA because the six-week limitations period has long expired. The City also contends that the charge should be dismissed on the merits because: (1) the City did not enter into an agreement with Shaughnessy; (2) the FOP eventually became involved in the negotiation; and (3) the matter was subsequently resolved once the grievance proceeded to arbitration, which rendered the direct dealing charge moot, consistent with the Board's law.

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

² 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... (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.

made more than six weeks prior to the filing of the petition or charge.” 43 P.S. § 211.9(e). Further, the Board’s Rules and Regulations provide that a complaint may be amended at any time before the issuance of a final decision and order if no new cause of action is added after the statute of limitations has run. Pennsylvania State Troopers Ass’n v. Commonwealth of Pennsylvania, (Pennsylvania State Police), 50 PPER 85 (Final Order, 2019); 34 Pa. Code § 93.14(b); 34 Pa. Code § 95.32(a). The Board has consistently determined that amending a charge of unfair labor practices to include additional clauses adds new causes of action, and therefore, such an amendment must be made prior to the expiration of the statutory limitations period. Greater York Professional Fire Fighters and EMTs v. Spring Garden Township, 41 PPER 5 (Final Order, 2010); PSSU Local 668, AFL-CIO v. Commonwealth of Pennsylvania, Dept. of Labor and Industry, 30 PPER ¶ 30090 (Final Order, 1999); New Kensington Police Dept. Bargaining Unit v. City of New Kensington, 29 PPER ¶ 29024 (Final Order, 1994); McAuliffe v. West Norriton Twp., 28 PPER ¶ 28114 (Final Order, 1997); PSCOA v. Commonwealth of Pennsylvania, 34 PPER ¶ 32 (Proposed Decision and Order, 2003).

In this case, the FOP’s charge did not specify a violation of Section 6(1)(e) of the PLRA, only a violation of Section 6(1)(a) and (c). Likewise, the FOP’s allegation in its specification of charges that the City had engaged in direct dealing by circumventing the designated bargaining representative and negotiating directly with Officer Shaughnessy is insufficient to adequately charge a violation of Section 6(1)(e) of the PLRA where the FOP did not select a violation of Section 6(1)(e) of the face of the charge form, and failed to reference Section 6(1)(e) in its recitation of the specification of charges. See Pennsylvania State Trooper Ass’n, supra (attempt to amend or clarify the charge on exceptions to allege a violation of Section 6(1)(e) of the PLRA was untimely even though complainant alleged a refusal to bargain the impact of a managerial decision in its specification of charges); Spring Garden Twp., supra (attempt to amend charge to allege a violation of Section 6(1)(e) of the PLRA was untimely even though complainant alleged a refusal to bargain in its specification of charges); Dept. of Labor and Industry, supra (request to amend charge to allege violation of Section 1201(a)(3) of the Public Employe Relations Act was denied as untimely even though complainant had alleged acts of discrimination in its specification of charges); PSCOA, supra (same); PLRB v. West View Borough Municipal Authority, 6 PPER 131 (Nisi Decision and Order, 1975) (charge dismissed as insufficient where specification of charges alleged failure to meet and discuss, but complainant did not check off appropriate clause for such a violation on the charge form); See also Teamsters Local 771 v. PLRB, 760 A.2d 496 (Pa. Cmwlth. 2000) (the Board is not required to amend a charge *sua sponte* to issue a complaint).

The FOP alleged in its charge that it learned of the unfair labor practice under Section 6(1)(a) and (c) on August 7, 2023. However, the FOP has not moved to amend the charge to allege a violation of Section 6(1)(e) at any point in these proceedings. Yet the FOP argues for the first time in its July 31, 2025 post-hearing brief that the City committed a violation under Section 6(1)(e) of the PLRA. As the City points out though, such an averment under Section 6(1)(e) of the PLRA is untimely because it was not made within six weeks of the FOP’s knowledge of the City’s alleged refusal to bargain.

Additionally, the FOP has not made any timely factual allegations of an independent violation of Section 6(1)(a) in its specification of charges or any amendments thereto. Nor can any derivative violation of Section 6(1)(a) be found based on the City’s alleged refusal to bargain because the FOP

failed to timely charge a violation of Section 6(1)(e). Spring Garden Twp., supra; City of New Kensington, supra. Finally, the FOP has not demonstrated, or even argued in its post-hearing brief, that the City took adverse employment action in retaliation for Shaughnessy's or the Union's protected activity. Accordingly, the FOP's charge must be dismissed as a matter of law.

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 and political subdivision under Act 111 as read *in pari materia* with the PLRA.
2. The FOP 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 City has not committed unfair labor practices in violation of Section 6(1)(a) or (c) of the PLRA.
5. The FOP's averment in its July 31, 2025 post-hearing brief that the City violated Section 6(1)(e) of the PLRA is untimely as a matter of law.

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 charge of unfair labor practices is dismissed, and the complaint is rescinded.

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 21st day of November, 2025.

PENNSYLVANIA LABOR RELATIONS BOARD

/s/ John Pozniak
John Pozniak, Hearing Examiner