

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

JENKINTOWN POLICE BENEVOLENT ASSOCIATION :
:
:
v. : Case No. PF-C-25-6-E
:
JENKINTOWN BOROUGH :

PROPOSED DECISION AND ORDER

On February 10, 2025, 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), (d), and (e) of the Pennsylvania Labor Relations Act (PLRA), as read with Act 111, by dismissing Officer Edward Titterton on January 1, 2025, in retaliation for his protected activity.

On February 27, 2025, the Secretary of the Board issued a Complaint and Notice of Hearing, directing a hearing on March 25, 2025, if necessary. After two continuances, the hearing ensued on May 29, 2025, at which time the parties were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. 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 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. 6)

2. The Association is a labor organization under Act 111 as read *in pari materia* with the PLRA. (N.T. 6)

3. The Association is the exclusive bargaining representative for a unit of police employees at the Borough. (PF-C-24-12-E; PF-C-24-71-E)

4. The Association and the Borough were parties to a collective bargaining agreement (CBA) effective January 1, 2020 to December 31, 2023. (PF-C-24-12-E; PF-C-24-71-E)

5. Edward Titterton worked part-time as a police officer for the Borough from 2010 to 2014, at which time he left the Borough for a full-time job with the SEPTA transit police until 2016. He returned to the Borough as a full-time police officer in 2016 and remained there until he was terminated on December 31, 2024. (N.T. 22-23)

6. Officer Titterton described his Association position as being "Chief Litigator" or "Director" for the Fraternal Order of Police (FOP) in Montgomery County. The Association uses the FOP for certain grievances and unfair labor practices, especially for legal representation. In this

"Director" role, he was responsible for collecting dues and disseminating information to the members from the FOP Executive Board, as well as reviewing cases and disputes for potential referral to the FOP for assistance. He explained how he would make the initial decision for the Association regarding which cases required the FOP's assistance. (N.T. 23-24)

7. Officer Titterton prepared and filed a number of unfair labor practice charges with the Board against the Borough, including the charge docketed at PF-C-24-12-E, which was filed on February 9, 2024, as amended on March 15, 2024; the charge docketed at PF-C-24-71-E, which was filed on July 30, 2024; and the charge docketed at PF-C-24-90-E, which was filed on October 18, 2024. (N.T. 25-27; PBA Exhibit 4, 6)¹

8. By letter dated December 17, 2024, Borough Council President Jay Connors notified Officer Titterton that Officer Titterton would be furloughed effective December 31, 2024. (N.T. 28; PBA Exhibit 8)

9. Officer Titterton testified that the Borough's budget projected to end in \$844,200.00 for officer base salaries in 2023, which does not include overtime, holiday, or longevity pay, as those items are budgeted separately. He described how the Borough budgeted for \$867,988.00 in officer base salaries for 2024, which was about a three percent wage increase. He stated that the parties had not entered into a successor agreement yet at that point. (N.T. 29-30; PBA Exhibit 9, 10)

10. Officer Titterton testified that the Borough had ten full-time officers, in addition to the Chief, who did not change in 2023 and 2024. He indicated that the Borough did not have any part-time officers in 2023, 2024, or 2025. However, he later clarified on cross-examination that the Borough had a part-time officer for a short time in 2024 that he mistakenly did not mention. (N.T. 30-31, 54-55)

11. Officer Titterton testified that the Borough finished its 2025 budget and advertised it sometime around November or December of 2024. He described how the Borough budgeted for \$983,829.00 for officer salaries in 2024, which was significantly higher than the year-end projection of \$854,627.00 for 2023. He explained that the Borough only budgeted for \$816,077.00 in officer salaries for 2025, which was significantly lower than 2024. (N.T. 32-33; PBA Exhibit 9, 10)

12. Officer Titterton testified that it was well known in late 2024 that another police officer in the department, Officer Jaworski, was planning to retire. He indicated that another police officer in the department, Officer Sangree, left the Borough and took a job with another municipality in February 2025. He explained that both Officers Jaworski and Sangree had base salaries of approximately \$105,000.00 per year. Thus, the Borough saved roughly \$210,000.00, plus benefits, longevity pay, and any overtime they would have earned in 2025. Officer Titterton concluded that the Borough was under budget for 2025 with those two officers gone. (N.T. 34-38; PBA Exhibit 11)²

¹ The Board takes administrative notice of its own filings in this regard.

² Specifically, the record shows that Officer Sangree worked for the Borough until February 20, 2025, while Officer Jaworski retired at the end of January or February 2025. (N.T. 20; PHA Exhibit 11).

13. Officer Titterton testified that Chief Scott referred to the Union's contract as immoral and unethical. He also described how the Chief stated that the Union had "fleeced" the Borough during a public meeting in February 2024. He explained that the Chief gave a presentation regarding costs and potentially disbanding the police department, during which the Chief emphasized how the police department's budget was interfering with many other services the Borough allegedly needed to fund, including a volunteer fire department which needed to be paid. (N.T. 12, 39-40)

14. Officer Titterton testified that he attended the February 2024 public meeting with the Union's attorney, during which counsel spoke on behalf of the Union. (N.T. 40-41)

15. On cross-examination, Officer Titterton testified that he is currently employed with the Rockledge Borough Police Department on a part-time basis. He acknowledged that, after he was furloughed, he asked Chief Scott to provide a letter of recommendation for him, which the Chief agreed to do. He also admitted that the Borough provided him with health insurance benefits for a month and then reimbursed him for the cost of COBRA for two more months following the furlough. He testified that he did not believe that was required under the CBA, but he described how that has been the practice with previous furloughs. (N.T. 49-53)

16. Officer Anthony Matteo has been a full-time police officer with the Borough for approximately 12 years. He also serves as the Association President. (N.T. 11-12)

17. Officer Matteo testified that Chief Scott has spoken publicly about disbanding the police department on multiple occasions. He described how other Borough officials gave similar public remarks. He explained how this occurred at two large public meetings, as well as the regular monthly Council meetings in 2024. He testified that the Union has had disagreements with the Chief over the past two years regarding that issue. (N.T. 12-14, 20)

18. On cross-examination, Officer Matteo acknowledged that the parties had recently agreed to a new contract, which had been signed and ratified as of the time of the hearing. (N.T. 17-18)

19. The Borough offered the testimony of Thomas Scott in support of its position. He has been the Borough's Chief of Police since April of 2022. (N.T. 59)

20. Chief Scott testified that, when he took over as Chief in April 2022, there were serious concerns regarding the financial status of the Borough and sustainability of the police department. He claimed that the Borough furloughed Officer Titterton as a direct result of those concerns regarding the fiscal sustainability of the department. (N.T. 60-63)

21. Chief Scott testified that, in October 2024, the Borough received a Police Cost to Benefit Analysis from the Commonwealth's Department of Community and Economic Development (DCED), which provided a staffing analysis and study. (N.T. 63-66; Employer Exhibit 1)

22. Chief Scott testified that the Borough presented the Police Cost to Benefit Analysis at a public meeting in either late October or November 2024, which was in the middle of budget season. The Chief described how the

decision to furlough Officer Titterton occurred after that meeting. The Chief indicated that he helped prepare the budget for 2025. (N.T. 66-69)

23. Chief Scott admitted that he was aware that Officer Titterton had filed several unfair labor practices and grievances. The Chief denied that those filings had anything to do with his furlough. (N.T. 69)

24. Chief Scott testified that he wrote two letters of recommendation for Officer Titterton as part of his job applications at Villanova University and Rockledge Borough, which were dated January 28, 2025, and March 15, 2025, respectively, and which both contained positive assessments of Officer Titterton's ability. The Chief did not send the letter to Villanova because he did not receive any further communication about it from Officer Titterton. The Chief did send the Rockledge Borough letter, along with a questionnaire, and recommended that Officer Titterton be hired. (N.T. 70-74; Employer Exhibit 2, 3)

25. Chief Scott testified that Borough Council made the ultimate decision to furlough Officer Titterton based on his recommendation, in tandem with the Borough Manager, George Locke, during the budget process. The Chief stated that the decision was based on the Borough's civil service rules that the most recent hire be the first layoff. The Chief noted that Officer Titterton was the Borough's most recent hire. (N.T. 75-77)

26. Chief Scott testified that, at the time Officer Titterton was furloughed, the parties had not entered into the successor agreement yet. (N.T. 78)

27. On cross-examination, Chief Scott acknowledged that Officer Jaworski was still working for the Borough in 2024 and that his salary was about \$105,000.00. The Chief likewise agreed that Officer Sangree was still working for the Borough in 2024 and that his salary was also about \$105,000.00. The Chief admitted that the 2024 budget for officer salaries was \$983,829.00 and that the projection for officer salaries in 2025 was \$816,077.00. The Chief claimed that the projection for 2025 did not include the salary for Officer Jaworski. The Chief testified that the Borough knew Officer Jaworski was retiring in the first two months of the year, so he was not included in the budgetary process. (N.T. 79-83)

28. On cross-examination, Chief Scott testified that Officer Sangree's salary was included in the 2025 budget. The Chief explained that the Police Cost to Benefit Analysis recommended that the Borough be at a staffing of eight police officers in total. The Chief indicated that, during the budgetary process, the Borough had discussions regarding whether to go down to eight officers immediately or to do it over time. The Chief described how Officer Sangree asked if his employment status might be in jeopardy, at which point the Chief explained to Officer Sangree that the Borough was considering a furlough for him as well. The Chief testified that he argued in favor of retaining Officer Sangree, but warned Officer Sangree that it might be in his best interest to look for another job. (N.T. 84-86)

29. On cross-examination, Chief Scott initially asserted that, once Officer Sangree left, that money was not available to bring Officer Titterton back. The Chief then admitted that the "listed budget line" for Sangree's salary was available. (N.T. 86)

DISCUSSION

The Union has charged the Borough with violating Section 6(1)(a) and (d) of the PLRA³ and Act 111 by dismissing Officer Edward Titterton on January 1, 2025, in retaliation for his protected activity.⁴ In particular, the Union argues in its post-hearing brief that the record contains ample evidence of unlawful motive on behalf of the Borough, in light of the Chief's anti-union statements, the timing of the adverse employment action, and the pretextual reasons proffered by the Borough for the dismissal. The Borough, for its part, contends that the charge should be dismissed because the record shows that the layoff was motivated by the fiscal sustainability issues, which have allegedly plagued the Borough for years.

An employer commits an unfair labor practice under Section 6(1)(d) of the PLRA by discriminating against an employee for having filed a charge with the Board. PSTA v. Pennsylvania State Police, 42 PPER 46 (Final Order, 2011). The analysis under Section 6(1)(d) mirrors the analysis of a charge under Section 6(1)(c). *Id.* To establish a violation of Section 6(1)(c) or (d) of the PLRA, the charging party must show that the employee was engaged in protected activity, the employer knew of that protected activity, and there was an adverse employment action motivated by anti-union animus. Pennsylvania State Troopers Ass'n v. Commonwealth of Pennsylvania, PA State Police, 33 PPER ¶ 33011 (Final Order, 2001). It is the motive for the adverse employment action that creates the offense under Section 6(1)(c) or (d). PLRB v. Ficon, 254 A.2d 3 (Pa. 1969). An employer may rebut a claim of discrimination under Section 6(1)(c) or (d) of the PLRA by proving that the adverse employment action was based on valid nondiscriminatory reasons. Duryea Borough Police Dept. v. PLRB, 862 A.2d 122 (Pa. Cmwlth. 2004).

The Board has recognized that, in the absence of direct evidence, it will give weight to several factors upon which an inference of unlawful motive may be drawn. City of Philadelphia, 26 PPER ¶ 26117 (Proposed Decision and Order, 1995). The factors which the Board considers are: the entire background of the case, including any anti-union activities by the employer; statements of supervisors tending to show their state of mind; the failure of the employer to adequately explain the adverse employment action; the effect of the adverse action on unionization activities—for example, whether leading organizers have been eliminated; the extent to which the adversely affected employees engaged in union activities; and whether the action complained of was "inherently destructive" of employee rights. City of Philadelphia, supra, citing PLRB v. Child Development Council of Centre County, 9 PPER ¶ 9188 (Nisi Decision and Order, 1978). Although close timing alone is insufficient to support a basis for discrimination, Teamsters Local 764 v. Montour County, 35 PPER 12 (Final Order, 2004), the Board has long held that the timing of an adverse action against an employee engaged in

³ 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... (d) To discharge or otherwise discriminate against an employee because he has filed charges or given testimony under this act..." 43 P.S. § 211.6.

⁴ Although the Union also checked off the box for a violation of Section 6(1)(b) and (e) of the PLRA, the Union's specification of charges contains no actual averments to support those alleged unfair labor practices. Likewise, the Union's post-hearing brief is devoid of any discussion regarding how the Borough violated Section 6(1)(b) or (e) of the PLRA. Therefore, the charge under Section 6(1)(b) and (e) must be dismissed.

protected activity is a legitimate factor to be considered in determining anti-union animus. Berks Heim County Home, 13 PPER ¶ 13277 (Final Order, 1982).

In this case, the Union has sustained its burden of proving the first two elements of the discrimination test under Section 6(1)(d). The record shows that Officer Titterton, as the Union's FOP Liaison, has engaged in extensive protected activity by recently filing multiple charges with the Board, including the charge docketed at PF-C-24-12-E, which was filed on February 9, 2024, as amended on March 15, 2024; the charge docketed at PF-C-24-71-E, which was filed on July 30, 2024; and the charge docketed at PF-C-24-90-E, which was filed on October 18, 2024. In fact, Officer Titterton's name actually appears individually on the charge form for each of those cases, alongside the Union. What is more, the Board's records reflect that Officer Titterton testified in support of those charges in at least two hearings, which occurred on November 25, 2024 in PF-C-24-71-E and December 13, 2024 in PF-C-24-12-E. In addition, the Borough clearly had knowledge of Officer Titterton's protected conduct, as the Borough was served with the specification of charges for each of those three cases. On top of that, Chief Scott attended the November 25, 2024 and December 13, 2024 hearings for the Borough and personally observed Officer Titterton's testimony in each of those two cases. The Borough concedes that the Union has met the first two prongs of the test on page 7 of its post-hearing brief. As such, the issue hinges on whether the Borough was motivated by Officer Titterton's protected conduct when it furloughed him on December 31, 2024.

The Union has also sustained its burden of proving the final element of the test, as the record shows that the Borough was unlawfully motivated when it furloughed Officer Titterton. The first factor supporting such a determination is the obvious anti-union statements of the Chief. The record shows that the Chief referred to the Union's contract as immoral and unethical in January 2024. (See also PF-C-24-12-E).⁵ Likewise, the record shows that the Chief claimed that the Union had "fleeced" the Borough during a public meeting in February 2024 and gave a presentation regarding costs and potentially disbanding the police department, during which the Chief emphasized how the police department's budget was interfering with many other services the Borough allegedly needed to fund, including a volunteer fire department which needed to be paid. While these statements predated at least two of the unfair labor practice charges, which Titterton filed, they are nevertheless very revealing of the Chief's true state of mind and clearly indicative of his animus towards the Union in general, which only grew worse once Titterton engaged in his additional protected conduct. Indeed, the Chief's disdain for the Union was readily apparent in his demeanor at the hearing.

The Union is also correct that the timing of the adverse employment action supports an inference of unlawful motive on behalf of the Borough. To be sure, the record shows that the Borough notified Officer Titterton of the

⁵ The record in a companion case involving the same parties in PF-C-24-12-E shows that the Chief made those comments on at least one occasion to Sergeant Albert Sulpizio during an annual performance evaluation, which ensued on January 31, 2024, and which the Chief did not deny. In reality, the record in PF-C-24-12-E is replete with discriminatory statements and actions by the Chief towards three other bargaining unit members, who also engaged in protected activity, and which caused the Chief to retaliate against them by issuing negative performance evaluations in January 2024.

impending layoff on December 17, 2024, which became effective December 31, 2024. Of course, this was only a short time after Officer Titterton had engaged in his statutorily protected conduct by filing charges on February 9, 2024, July 30, 2024, and October 18, 2024. Furthermore, the Board's records show that Officer Titterton also engaged in further protected conduct by testifying in support of two of those charges at hearings on November 25, 2024 and December 13, 2024, which were both less than a month before he was notified of his impending layoff. In fact, the Borough notified Officer Titterton of his layoff just days after the December 13, 2024 hearing. As such, the timing of the layoff also supports a finding of discriminatory intent, especially when viewed in combination with the Chief's plain animus towards the Union.

Finally, the Union submits that the Borough's proffered reasons for the layoff were pretextual, which further supports an inference of unlawful motive. Not surprisingly, the Borough has presented potentially legitimate, nondiscriminatory reasons for the layoff, i.e., the Borough's fiscal sustainability issues, which, if believed, must result in the dismissal of the charge. In essence, the Borough argues that this is a classic dual motive case, meaning that even if the Union has sustained its burden of proving anti-union animus, the charge must nevertheless fail because the Borough still would have furloughed Officer Titterton based on his seniority status and the Borough's alleged precarious financial status. However, the Borough's argument in this regard is not convincing.

Although the Borough is correct that the charge must be dismissed if the Borough demonstrates that the layoff would have occurred even in the absence of Officer Titterton's protected activity, I am simply unable to credit the Borough's proffered reasons for the adverse employment action. First of all, it appears that the Borough has overstated its alleged financial sustainability issues. There is no evidence that the Borough has become a financially distressed municipality under Act 47. To the contrary, the record shows that the Chief has openly and publicly advocated for the dissolution of his own police department in favor of spending for services in other Borough departments, including the creation of a paid fire department.⁶ The Borough did not present any competent testimony from the Borough Council members to potentially establish that the Borough was facing increased expenses that allegedly exceeded any falling revenues. Nor has the Borough identified any portion of the DCED Police Cost to Benefit Analysis, which recommends spending on other services to assist the Borough with its alleged fiscal sustainability issues.⁷ And to the extent the DCED Police Cost to

⁶ Why the Police Chief would advocate for Borough spending on other services to the detriment of his own employees is certainly puzzling.

⁷ While it is certainly a managerial prerogative for a municipality to cut spending on police services to permit the creation or expansion of other services, the Board has long held that a public employer's managerial prerogative does not insulate it from the statutory obligation to exercise that authority without anti-union discrimination. Twin Valley Educational Support Professionals Ass'n, PSEA/NEA v. Twin Valley School District, 49 PPER 72 (Proposed Decision and Order, 2018) (citing Teamsters Local No. 205 v. Brentwood Borough, 35 PPER 112 (Final Order, 2004); United Steel Workers of America, Local 8125 v. East Taylor Township, 24 PPER ¶ 24166 (Final Order, 1993); Mid Valley Education Ass'n v. Mid Valley School District, 25 PPER ¶ 25138 (Final Order, 1994)). Under the color of a managerial right, a public employer does not have the authority to retaliate against employees who engage in protected activity. Twin Valley School District, 49 PPER at 300.

Benefit Analysis may be limited to recommendations regarding the Borough's Police Department, the Chief failed to explain a seemingly critical portion of the recommendations. During his testimony, the Chief described how the Police Cost to Benefit Analysis recommended that the Borough be at a staffing level of eight police officers in total and that the Borough was essentially following that recommendation when it furloughed Officer Titterton. But the Police Cost to Benefit Analysis includes a significant caveat just below that recommendation, which provides that "[b]ased on these results, Jenkintown Borough is currently overstaffed by 3 police positions. It should be noted that other factors, such as operating on a 12-hour schedule[,] may need extra personnel to ensure an even distribution of staff for patrol operations." (See Employer Exhibit 1 at p. 11). The record in PF-C-24-12-E shows that the Borough does operate on a 12-hour shift rotation. (See PF-C-24-12-E, Joint Exhibit 1).⁸ Thus, the Chief claimed that the Borough was simply following the DCED recommendations, which by their own terms, could have been rendered a nullity based on the current terms and conditions of employment for the bargaining unit employees at the Borough, i.e., their 12-hour shifts.

On top of that, the record shows that the Borough was well aware that Officers Jaworski and Sangree were both leaving the department. Their base salaries amounted to roughly \$105,000.00 for each officer, or about \$210,000.00 together, plus benefits, longevity pay, and any overtime those two officers would have earned in 2025. As Officer Titterton convincingly pointed out, this should have put the Borough under budget for 2025, given the difference of approximately \$167,752.00 between the 2024 budget of \$983,829.00 and the 2025 budget of \$816,077.00 for officer base salaries. Yet the Borough decided to furlough Officer Titterton anyway. The Chief tried to explain away this discrepancy by claiming that the Borough knew Officer Jaworski was retiring, and therefore, did not include his salary in the 2025 budget, although the Borough did include Officer Sangree's salary. Leaving aside the questionable nature of such a claim,⁹ the Chief admitted that the Borough was not committed to cutting its complement to eight officers in total, as recommended by DCED, immediately in 2025, and acknowledged that there were discussions about doing it over time. As a result, there was no immediate need to furlough any employees at the end of 2024, in light of Officer Jaworski's retirement. Indeed, the Borough could have followed the DCED recommendations by budgeting for one less officer salary for the next three years, which would have avoided the "need" to furlough anyone for at least a year, and which would have provided the two officers with the least seniority ample time to look for another job. But instead, the Borough chose to immediately furlough Officer Titterton, under the guise of following the DCED recommendations, in an effort to mask its true motivation to rid itself of a prominent and bothersome Union advocate.¹⁰

⁸ For some reason, it does not appear that the parties introduced the CBA as an exhibit in this matter.

⁹ There is simply no evidence to corroborate the Chief's assertion in this regard, which is problematic in light of his other credibility issues. Moreover, the Borough has offered no explanation for the \$167,752.00 difference in budgets between the two years, which is also problematic given that the Borough allegedly did not budget for the two full-time salaries of Officers Jaworski and Titterton at roughly \$105,000.00 each for a total of \$210,000.00.

¹⁰ The Chief's decision to write letters of recommendation on behalf of Officer Titterton and to support his job search in 2025 does not rebut the case for animus and is not persuasive. The furlough had already accomplished the Borough's goal of eliminating a prominent Union advocate. Nor does it

Accordingly, the Borough has committed unfair labor practices in violation of Section 6(1)(a) and (d) of the PLRA, and as a result, the Borough will be directed to reinstate Officer Titterton and implement a make-whole remedy immediately.

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 committed unfair labor practices in violation of Section 6(1)(a) and (d) of the PLRA.
5. The Borough has not committed unfair labor practices in violation of Section 6(1)(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 Borough shall

1. Cease and desist from interfering with, restraining or coercing employees in the exercise of the rights guaranteed in the PLRA and Act 111;
2. Cease and desist from discharging or otherwise discriminating against an employee because he has filed charges or given testimony under the PLRA and Act 111;
3. Take the following affirmative action which the examiner finds necessary to effectuate the policies of the PLRA and Act 111:
 - (a) Immediately reinstate Officer Edward Titterton to his previous position effective January 1, 2025 and make him whole by tendering full backpay for the wages he would have earned for the period of January 1, 2025 through the date of reinstatement, including but not limited to longevity pay, overtime, out-of-pocket medical expenses, and pension contributions, had it not been for his unlawful discharge, together with six (6%) percent per annum interest;

matter that the Borough provided Officer Titterton with health insurance benefits for a couple months following the furlough. The Board has long held that the impact of an employer's decision to eliminate positions is bargainable. Perkiomen Township, 14 PPER ¶ 14259 (Final Order, 1983). The record shows that the parties had a past practice whereby the Borough provided those benefits with previous layoffs.

(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 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 August, 2025.

PENNSYLVANIA LABOR RELATIONS BOARD

/s/ John Pozniak
John Pozniak, Hearing Examiner

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

JENKINTOWN POLICE BENEVOLENT	:	
ASSOCIATION	:	
	:	
v.	:	Case No. PF-C-25-6-E
	:	
JENKINTOWN BOROUGH	:	

AFFIDAVIT OF COMPLIANCE

The Borough hereby certifies that it has ceased and desisted from its violations of Section 6(1)(a) and (d) of the Pennsylvania Labor Relations Act; that it has complied with the Proposed Decision and Order as directed therein by immediately reinstating Officer Edward Titterton to his previous position effective January 1, 2025 and making him whole by tendering full backpay for the wages he would have earned for the period of January 1, 2025 through the date of reinstatement, including but not limited to longevity pay, overtime, out-of-pocket medical expenses, and pension contributions, had it not been for his unlawful discharge, together with six (6%) percent per annum interest; 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/Date

Title

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

Signature of Notary Public