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	:	

PROPOSED DECISION AND ORDER

On March 19, 2024, the Fraternal Order of Police, Fort Pitt Lodge No. 1 (Union or FOP) filed a charge of unfair labor practices with the Pennsylvania Labor Relations Board (PLRB or Board) against the City of Pittsburgh (City or Employer) alleging that the City violated Section 6(1)(a), (c), and (e) of the Pennsylvania Labor Relations Act (PLRA), as read *in pari materia* with Act 111, when on March 6, 2024 the City refused to allow a bargaining-unit member police officer to have Union counsel with him during an interview led by City counsel.

On April 30, 2024, the Secretary 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 July 31, 2024, in Pittsburgh, as the time and place of hearing.

The hearing was continued twice on the request of the City. The second continuance was granted over the objection of the Union. The hearing was held on February 24, 2025, in Pittsburgh, at which time all parties in interest were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. The hearing was continued for a second day to allow a City witness to testify. A second day of hearing was held on March 14, 2025 for the testimony of this City witness. However, the City's witness did not appear on March 14, 2025.[1] The Union submitted a post-hearing brief on May 15, 2025. The City submitted a post-hearing brief on June 20, 2025.

The Hearing Examiner, based on all matters 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. (N.T. 8).

2. The Union is a labor organization under Act 111 as read *in pari materia* with the PLRA. The Union is the exclusive bargaining-unit representative of City of Pittsburgh police officers. (N.T. 9; Joint Exhibits 1, 2).

[1] The record at the end of the second day of hearing was left open for the City to forward to the Board an exhibit identified as City Exhibit 3. The City did not so forward the exhibit to the Board and it is not considered in this proposed decision and order.

3. The parties were subject to a collective bargaining agreement (CBA) with the effective dates of January 1, 2019, through December 31, 2022. This CBA is also called the "Working Agreement" by the parties. The relevant terms of the Working Agreement were extended by the parties through an agreement for the contract years 2023-2025. (N.T. 9; Joint Exhibits 1, 2).

4. Sergeant Jeffrey Tagmyer is employed by the City as a police officer. He has been employed as a police officer since 2009. (N.T. 20).

5. During his tenure with the City, Tagmyer worked with and knows Sergeant Brian Elledge. (N.T. 21-22).

6. On January 31, 2024, Arbitrator Marc Winters issued a subpoena to Tagmyer to appear as a witness for the Union in a discipline grievance arbitration hearing. This arbitration proceeding concerned Elledge. Pursuant to the subpoena, Tagmyer appeared before Arbitrator Winters to testify on February 1, 2024. (N.T. 24-25; Union Exhibit 1).

7. Tagmyer did not testify on February 1, 2024, and Arbitrator Winters continued the hearing to March 20, 2024. City Assistant Solicitor Irene Thomas represented the City at the arbitration hearing and asked for the continuance to, in part, prepare a rebuttal to the testimony of Tagmyer. (N.T. 25, 132-133; Union Exhibit 11; page 59).

8. Attorney Thomas testified that the basic reason she wanted to interview Tagmyer was to learn what he knew about the transfer of Elledge and what he knew about City police officer Larry Crawford, who had filed a complaint against Elledge. She wanted to know what Tagmyer would say. (N.T. 136, 153).

9. Attorney Thomas contacted the Police Bureau and asked that Tagmyer be directed to attend an interview with her. (N.T. 135).

10. Thereafter, Tagmyer was ordered by Police Assistant Chief Ragland to appear for a meeting with Assistant City Solicitor Irene Thomas on March 6, 2024. (N.T. 26).

11. By the time of the hearing, Ragland was Acting Chief. (N.T 42).

12. On March 1, 2024, Assistant Chief Christopher Ragland wrote an email to Tagmyer which states in relevant part:

> Sergeant Tagm[]yer:
>
> You are directed to attend a meeting with Asst City Solicitor Irene Thomas on Wednesday March 6th at 1000 hours at the City County Building Law Department 3rd floor. This 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. . .
>
> Thank you
>
> Christopher Ragland
>
> Assistant Chief Professional Standards Branch

(N.T. 26; Union Exhibit 3).

13. When describing how she prepared for interviewing Tagmyer on March 4, 2024, Attorney Thomas testified:

> . . . I also checked the contract to make sure that the City had not agreed to permit union representation at any meeting that we're going to discuss with a member. This was important to me because of my experience with the FOP. They like to butt in, and I wanted answers from Tagmyer, not the FOP president or anyone else. I just wanted to know what he knew and to make it as the least contentious as possible. And that way, I just - so I just wanted to get this information about the facts underlying and what he knew.

(N.T. 134).

14. Tagmyer appeared at the City Law Department on the morning of March 6, 2024. He brought with him Attorney Ronald Retsch, who represents the Union. As Tagmyer entered the law department, he was greeted by a secretary or office assistant. Tagmyer noted there was a court reporter or stenographer present. (N.T. 28-30).

15. Attorney Thomas testified that when she met Tagmyer at the entrance, she said, "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 discipline action. You will not be disciplined because you answered my questions. I am recording your answers through a court reporter." (N.T. 139-142).

16. Tagmyer testified that Attorney Thomas then told Tagymer to follow her to the a nearby conference room. Tagmyer then introduced Attorney Retsch as his representative. Tagmyer testified that Attorney Thomas said, "He's not going to come back, you are just going to have to come back by yourself." Tagmyer responded, "He's my Union representation. I'm an employee of the City of Pittsburgh. I have the right to have representation. That is the man I choose. He's going to come back with me." Tagmyer testified she then said, "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." (N.T. 29-31).

17. Around this point in the conversation, Attorney Retsch asked if Tagmyer was ordered to be there. Attorney Thomas responded that he was ordered to be there. Attorney Retsch then asked, "Is he ordered to answer questions?" Attorney Thomas responded, "Yes." Attorney Retsch then asked, Is he here for what you believe is a disciplinary reason, like you think that discipline [of Tagmyer] is involved?" Attorney Thomas responded, "No." Attorney Retsch then said, "But he's here – could [he] be subject to discipline if he refused your answers?" Attorney Thomas said, "Yes." Eventually, Attorney Thomas went to a nearby bathroom. Tagmyer conferred with Attorney Retsch and determined that he was not going to the conference room to be questioned without Attorney Retsch. Attorney Thomas reappeared from the bathroom and asked, "What's it going to be?" Tagmyer responded, "Ma'am, I do not like the way you are talking to me. I do not like the opportunity you are giving me. You are telling me I have to come back into a

room with . . . a solicitor without representation. You're not telling me exactly what this is about. I don't want to go back." (N.T. 31-33, 71-73).

18. Attorney Thomas responded by saying, "Well, do you want me to go back and tell Chief Ragland that you're not coming back and you're being insubordinate?" Tagmyer interpreted this statement to mean he would face disciplinary action, including termination, if he did not comply with Attorney Thomas. Around this point, Attorney Retsch asked, "What was the purpose of the interview?" Attorney Thomas replied, "The purpose of the interview was for the Elledge grievance arbitration." Attorney Retsch relied, "It's my legal opinion that this would be an illegal order because the City was asking Sergeant Tagmyer to appear and respond to their questions upon threat of potential discipline . . . by way of being accused of insubordination if he didn't answer their questions." Tagmyer decided that if the City was going to terminate him, they could, he felt confident in his decision to demand Union representation and decided not to be interviewed. Tagmyer said, "I am not comfortable with this." He then left the Law Department with Attorney Retsch. As they were leaving, Attorney Thomas said, "Well, I am going to inform Ragland of this." (N.T. 32-34, 73-75).

19. Tagmyer was not disciplined for refusing to attend the March 6, 2024 meeting without a Union representative. (N.T. 55).

20. On March 14, 2024, Assistant Chief Ragland sent Tagmyer an email which states in relevant part:

> Hi Sgt T,
>
> . . . You are directed to attend [a meeting] on Tuesday March 19th at 1100 hours at HQ with Solicitor Kubiak. Same topic, you are a potential witness in a grievance arbitration.
>
> Thanks
>
> Christoper Ragland
>
> Assistant Chief – Professional Standards Branch

(N.T. 42; Union Exhibit 7).

21. Tagmyer brought Union President Robert Swartzwelder to the March 19, 2024, meeting as his Union representative. Present for the City was Assistant Chief Ragland and Solicitor Kubiak. Initially, the City would not allow Swartzwelder to be Tagmyer's representative and the matter became contentious. Swartzwelder said, "If Tagmyer is not entitled to representation, we were leaving. And we have zero problem of being disciplined or fired, either of us." The City eventually allowed Swartzwelder to serve as Tagmyer's representative during this meeting. The City read Tagmyer his Garrity rights during this meeting. (N.T. 43-46, 100-101).

22. Section 21 of the CBA between the parties covers Internal Investigation Procedure. Section 21 states in part:

> 14. This section applies to all internal investigations regardless of who conducts the internal investigation.

> 15. At the request of any police officer under interrogation, he shall have the right to be represented by counsel of his choice and/or the FOP representative who shall be present at all times during the interrogation. . . .

(N.T. 95; Joint Exhibit 1, page 97).

DISCUSSION

The Union alleges the City violated Section 6(1)(a), (c), and (e) of the PLRA during the March 6, 2024, attempted interview of Tagmyer by Attorney Thomas.

The Union in its Brief at 11 first argues the City violated Section 6(1)(a) by denying Tagmyer's Weingarten rights. In 1975, the United States Supreme Court rendered its seminal decision in Weingarten and therein determined that under the NLRA, a union employee enjoys the right to have a union representative join him or her during an investigatory interview, which is an interview in which the employee reasonably believes that an investigation may result in discipline. NLRB v. J. Weingarten, Inc., 420 U.S. 251 (1975). The Board has also recognized the right of an employe to be accompanied by a union representative during an investigatory interview in which the employe reasonably fears that discipline may be imposed by the employer. Commonwealth of Pennsylvania, Office of Administration v. PLRB, 591 Pa. 176, 916 A.2d 541 (2007); Cheltenham Township Police Association v. Cheltenham Township, 36 PPER 4 (Final Order, 2005). Whether the employe's fear of discipline is reasonable is measured on an objective, rather than subjective, standard. Amalgamated Transit Union, Local 85 v. Port Authority of Allegheny County, 22 PPER ¶ 22010 (Final Order, 1990). Further, the interview with the employer must be investigatory, in that it was calculated to form the basis for taking disciplinary action against the employe because of past misconduct. Commonwealth of Pennsylvania, Pennsylvania Emergency Management Agency v. PLRB, 768 A.2d 1201 (Pa. Cmwlth. 2001); Sayre Area Education Association v. Sayre Area School District, 36 PPER 54 (Final Order, 2005); Fraternal Order of Police, Lodge No. 5 v. City of Philadelphia, 38 PPER 183 (Final Order, 2007).

The Board has consistently held that to constitute an investigatory interview for purposes of Weingarten, the employe being interviewed must be the subject of the investigation into that employe's misconduct. City of Scranton, supra. As the Commonwealth Court noted in AFSCME, Council 13 v. PLRB, 514 A.2d 255, 259 (Pa. Cmwlth. 1986), "the [Board] did not intend the Weingarten rule to extend beyond individual encounters with his or her employer in which performance was an issue in the discussion and had a specific bearing on that employee's job security."

In this matter it is not contested that Tagmyer asked for Attorney Retsch to be his Union representative for the March 6, 2024 interview and it is not contested that the City denied Tagmyer's request. The question is whether the March 6, 2024 interview was investigatory such that Weingarten rights attached or were implicated.

Based on the record as a whole, I find that the March 6, 2024 interview was not investigatory in the Weingarten context. As a general statement, it is abundantly clear from the record Tagmyer did not trust the City and it's statements and motives. However, the test in this context is an objective

standard and whether or not the City committed an unfair practice cannot be based on Tagmyer's subjective opinions as to any secret motive of the City. Port Authority of Allegheny County, supra. The record in this case shows that, objectively, there was no communication by the City to Tagmyer that any alleged misconduct by him was the subject of the March 6, 2024 interview by Attorney Thomas. The letter from Ragland to Tagmyer states that the City wanted to interview Tagmyer, "in reference to the . . . grievance arbitration where [Tagmyer is a] potential witness. Ms. Thomas would like to speak with you regarding this matter. . ." This communication does not in any way objectively signal that the City was interested in interviewing Tagmyer about him or any alleged misconduct by him. Further, when Tagmyer entered the City Law Department on March 6, 2024, Attorney Thomas immediately said to him, "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 discipline action. You will not be disciplined because you answered my questions." This statement by Attorney Thomas would reasonably indicate to an employe that they were **not** the subject of the upcoming interview. As the incident in the front of the City Law Department proceeded, Attorney Retsch asked, "What was the purpose of the interview?" Attorney Thomas replied, "The purpose of the interview was for the Elledge grievance arbitration." Attorney Retsch also asked, "Is he here for what you believe is a disciplinary reason, like you think that discipline [of Tagmyer] is involved?" Attorney Thomas responded, "No." All communication to Tagmyer had indicated that he was being interviewed merely as a witness to an affair that did not directly impact him at all. It was reasonably clear that the interview was not about Tagmyer; he was not the subject.

Tagmyer testified that he saw a court reporter and Command Staff in a conference room nearby, and that seeing Command staff and the court reporter raised his suspicions that he was about to be interviewed on an issue he could be disciplined over. There was conflicting testimony on the record as to whether Ragland and other Command staff were actually present on March 6, 2024 for Tagmyer's scheduled interview. I do not need to decide whether the Command staff was actually there because, even assuming they were there, I still do not find such facts sufficient to invoke Weingarten. While Tagmyer had noticed a court reporter and may have noticed Command staff, he also, as discussed above, had clear statements from the City that he was not the subject of the interview. These clear statements outweigh any fear Tagmyer may have had by the presence of the court reporter and Command staff. Thus, based on what was known to Tagmyer on this record, the interview proposed by Attorney Thomas was simply not a Weingarten interview. See Cheltenham Township, supra. ("[A] Weingarten interview is an employer initiated investigatory interview of an employe, where the employer has reason to suspect employe misconduct that may result in serious discipline, including dismissal.")

The Union argues that Tagmyer was afraid he would be disciplined if he did not participate in the interview. The evidence shows that Tagmyer was reasonably concerned. The letter from Ragland ordered him to attend and participate. On the morning of March 6, 2024, Attorney Retsch asked Attorney Thomas, "Is he ordered to answer questions?" Attorney Thomas responded, "Yes." Attorney Retsch then said, "But he's here – could [he] be subject to discipline if he refused your answers?" Attorney Thomas said, "Yes." As they were leaving, Attorney Thomas said, "Well, I am going to inform Ragland of this." However, I do not find that this reasonable concern or fear is

sufficient to invoke Weingarten on these facts. The fear of being disciplined for insubordination is not the same fear as being forced to answer questions about alleged misconduct that could lead to discipline without a union representative.

The Union next argues in its Brief at 14 that the City committed an independent violation of Section 6(1)(a). The Board will find that an independent violation of Section 6(1)(a) has occurred where, in light of the totality of the circumstances, the employer's action has a tendency to coerce a reasonable employe in the exercise of protected rights. E.B. Jermyn Lodge No. 2 of the Fraternal Order of Police v. City of Scranton, 38 PPER 104 (Final Order, 2007). Improper motivation need not be established; even an inadvertent act may constitute an independent violation of Section 6(1)(a). Northwestern School District, supra. However, an employer does not violate the PLRA where, on balance, its legitimate reasons justifiably outweigh concerns over the interference with employe rights. Dospoy v. Harmony Area School District, 41 PPER 150 (Proposed Decision and Order, 2010)(citing Ringgold Education Ass'n v. Ringgold School District, 26 PPER ¶ 26155 (Final Order, 1995)).

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. While he showed up at the arbitration hearing, it was continued so that the City could interview him before he testified. Thus, his participation in a protected activity was conditioned on him interviewing with the City first. After the arbitration hearing was continued, Tagmyer was ordered by a commanding officer to participate in an interview with a City attorney. The City attorney also explicitly threatened him with discipline if he did not fully comply with her interview and answer questions. For example, at one point during the exchange between Attorney Thomas, Attorney Retsch and Tagmyer, Attorney Thomas said, "Well, do you want me to go back and tell Chief Ragland that you're not coming back and you're being insubordinate?" 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 if he did not comply with an preliminary interrogation.

In addition to potential discipline being on the table, the coercion that a reasonable employe would have felt in this context was heightened by the City's insistence that Tagmyer could not have any union representation with him. While I find above that Weingarten rights did not apply to this exact context, I find that Tagmyer nevertheless reasonably requested that he be able to have Attorney Retsch with him during an interview about his testimony in a grievance arbitration. The reasonableness of this request is based, in part, on the City's insistence that discipline was on the table if Tagmyer did not comply with the City's demands and answer its questions. I find that the City's denial of his request would coerce a reasonable employe against participating in the questioning. As stated above, this questioning was a necessary step to Tagmyer participating in protected activity, which was testifying on behalf of the Union.

I find that the City's actions were coercive even without considering the presence of Command staff in the interview room. The record contains conflicting testimony regarding the presence of Command staff. Since the City's actions were coercive even without considering the presence of Command staff, I do not here reconcile the conflicting testimony on that issue.

Aside from the threats of discipline issued to Tagmyer and other statements specifically discussed in this proposed decision and order, I specifically find here that Attorney Thomas's alleged demeanor and other statements did **not** have any coercive effect. Reviewing the record as a whole, there is insufficient evidence to determine that Attorney Thomas's alleged demeanor would coerce a reasonable employe.

In summary, Tagmyer reasonably inferred from statements and actions by the City that if he wanted to testify on behalf of the Union, he first had to be interviewed by the City, under threat of discipline for noncompliance and for not answering questions, and without the benefit of any Union representation. The City's statements and actions are coercive against the exercise of protected rights.

Moving on, the evidence does not support a finding that the City had a legitimate interest to order Tagmyer to participate under threat of insubordination and not allow him to have any representative with him. To be clear, I find that City certainly had a legitimate interest on these facts to seek to interview Tagmyer before he testified at the arbitration hearing to learn what he might say. That is not the issue in this matter. The issue is that the City attempted to force Tagmyer into the interview on March 6, 2024 under threat of discipline and baldly and unreasonably denied his request to have counsel present with him.

There was no adequate explanation on this record as to why the City had Ragland order Tagmyer to participate and why Attorney Thomas highlighted to Tagmyer that refusal to participate was insubordination and said, for example, "Well, do you want me to go back and tell Chief Ragland that you're not coming back and you're being insubordinate?" I infer from the record that the City could merely have requested the interview.

Additionally, there is no evidence on this record to support a finding that the City had a legitimate interest in denying Tagmyer's request to have a representative with him at the interview. Attorney Thomas testified, that when preparing for the Tagmyer interview, she: ". . . checked the contract to make sure that the City had not agreed to permit union representation at any meeting that we're going to discuss with a member. This was important to me because of my experience with the FOP. They like to butt in, and I wanted answers from Tagmyer, not the FOP president or anyone else." This is not an adequate reason to deny Tagmyer's request for representation. It is unclear on this record how the Union would "butt in." Nothing was presented by the City to support this. I infer from the record that the questions that the City would ask Tagmyer were about his knowledge of the events and people relevant to the grievance. It is not clear on this record and the City provided no explanation as to how or why the Union representation would intervene in the proposed interview to such an extent as to make the questioning of Tagmyer impossible. If the Union representative was answering questions on behalf of Tagmyer, Attorney Thomas could merely direct them not to do so and direct Tagmyer to respond.

For the above reasons, the City committed an independent violation of Section 6(1)(a).

The Union next argues in its Brief at 15 that the City committed a violation of Section 6(1)(c) because it acted with anti-union animus. To establish a violation of Section 6(1)(c) under the PLRA, the charging party must show that the employe was engaged in protected activity, the employer knew of that protected activity, and there was an adverse employment action motivated by anti-union animus. PLRB v. Stairways, Inc., 425 A.2d 1172 (Pa. Cmwlth. 1981); Palmyra Borough Police Officers Association v. Palmyra Borough, 46 PPER 72 (Final Order, 2015). Here, Tagmyer was engaging in protected activity: he was called on behalf of the Union to participate as a witness for the Union in a grievance arbitration with the City and appeared at the hearing. It is clear the City knew about this. However, there is no evidence on this record that there was any adverse employment action taken against Tagmyer. The Union points to a complaint made by Attorney Thomas about Tagmyer to the City's Department of Human Resources. Union's Brief at 17. However, this complaint by Attorney Thomas against Tagmyer was not part of the specification of charges and the charge was not amended to include it. Therefore, Attorney Thomas's complaint against Tagmyer is not a proper basis of a charge and I will not consider it. The Union's Section 6(1)(c) charge fails.

Finally, in its Brief at 18-19, the Union argues the City repudiated the Working Agreement between the parties and violated Section 6(1)(e) of the Act. The PLRB exists to remedy violations of statute, i.e., unfair labor practices, and not violations of contract. Pennsylvania State Troopers Ass'n v. PLRB, 761 A.2d 645, 649 (Pa. Cmwlth. 2000); Parents Union for Public Schools in Philadelphia v. Board of Education of the School District of Philadelphia, 480 Pa. 194 (1978). Where breach of contract is alleged, interpretation of collective bargaining agreements typically is for the arbitrator under the grievance procedure set forth in the parties' collective bargaining agreement. Pennsylvania State Troopers, supra. However, the PLRB will review an agreement to determine whether the employer clearly has repudiated its provisions because such a repudiation may constitute both an unfair labor practice and a grievance. Millcreek Education Association v. Millcreek Township School District, 22 PPER 22185 (Final Order, 1991), aff'd, 631 A.2d 734 (1993), appeal denied, 537 Pa. 626 (1994); Port Authority of Allegheny County v. Amalgamated Transit Union Local # 85, 27 PPER 27184 (Final Order, 1996).

In this case, the Union argues first, "Section 19, Police Discipline Procedures, provides the procedure for the police discipline and the just cause standard. There is no language in the Working Agreement which permits the City to conduct an investigation post-discipline and [post] arbitration. . . ." Under the narrow repudiation review discussed above, I will not read the absence of language allowing an act to mean that the act was forbidden to the City. Such an interpretation, while perhaps within the realm of an arbitrator, is not squarely within the realm of finding a "clear repudiation" which is the ambit of the Board in bargaining charges.

Next, the Union argues, "Section 21, Internal Investigations, expressly reserves a members' right to FOP representation. . . ." Section 21 states in relevant part:

> 14. This section applies to all internal investigations regardless of who conducts the internal investigation.
>
> 15. At the request of any police officer under interrogation, he shall have the right to be represented by counsel of his choice and/or the FOP representative who shall be present at all times during the interrogation. . . .

(Joint Exhibit 1, page 97). Section 21 of the Working Agreement clearly deals with internal investigation procedures. It is not clear from the record that the requested interview of Tagmyer was done pursuant to an internal investigation. Indeed, as pointed out by the Union in its brief, the investigation was already over, and punishment had been issued. The parties were at the stage of grievance arbitration, which is well past the internal investigation stage. Furthermore, there is no evidence the City had started a new internal investigation centered on Tagmyer. Therefore, I do not find that the City clearly repudiated section 21 of the Working Agreement which deals with internal investigations.

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 Union 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 committed unfair labor practices in violation of Section 6(1)(a) of the PLRA and Act 111.

5. The City has not committed unfair labor practices in violation of Section 6(1)(c) and (e) of the PLRA and Act 111.

ORDER

In view of the foregoing and in order to effectuate the policies of the PLRA and Act 111, the Hearing Examiner

HEREBY ORDERS AND DIRECTS

that the City shall:

1. Cease and desist from interfering with, restraining or coercing employes in the exercise of the rights guaranteed in the PLRA and Act 111.

2. Take the following affirmative action which the Hearing Examiner finds necessary to effectuate the policies of the PLRA and Act 111:

(a) 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 employes and have the same remain so posted for a period of ten (10) consecutive days;

(b) 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

(c) 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 sixteenth day of September, 2025.

PENNSYLVANIA LABOR RELATIONS BOARD

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

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	:	

AFFIDAVIT OF COMPLIANCE

The City of Pittsburgh hereby certifies that it has ceased and desisted from its violations of Section 6(1)(a) of the Pennsylvania Labor Relations Act; that it has complied with the Proposed Decision and Order as directed therein; 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