

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

PULASKI TOWNSHIP POLICE ASSOCIATION :
:
v. : Case No. PF-C-24-75-W
:
PULASKI TOWNSHIP :

PROPOSED DECISION AND ORDER

On August 15, 2024, the Pulaski Township Police Association (Union or Association) filed a charge of unfair labor practices with the Pennsylvania Labor Relations Board (PLRB or Board) against Pulaski Township (Township or Employer) alleging that the Township violated Section 6(1)(a) and (e) of the Pennsylvania Labor Relations Act (PLRA), as read *in pari materia* with Act 111, when the Township at a public meeting unilaterally approved the promotion of Officer Jeffrey Wiesen with a wage increase not in conformity with the collective bargaining agreement. The Association also alleged such acts were an independent violation of Section 6(1)(a).

On September 5, 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 November 22, 2024, in Pittsburgh, as the time and place of hearing.

The hearing was held on November 22, 2024, 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 Association submitted a post-hearing brief on December 19, 2024. The Township submitted a post-hearing brief on January 22, 2025. The Association filed a reply brief on January 31, 2025.

The Hearing Examiner, based on all matters of record, makes the following:

FINDINGS OF FACT

1. The Township is a public employer and political subdivision under Act 111 as read *in pari materia* with the PLRA. (N.T. 5).

2. The Association is a labor organization under Act 111 as read *in pari materia* with the PLRA. The Association is the exclusive bargaining-unit representative of Township police officers. (N.T. 5; Joint Exhibit 1).

3. At the times relevant to this matter, the parties were subject to a collective bargaining agreement (CBA) with the effective dates of January 1, 2022 through December 31, 2024. (N.T. 5; Joint Exhibit 1).

4. Lieutenant Chad Adams has been employed as a police officer by the Township since 1997. In addition to being the Lieutenant he is also the Officer in Charge and the President of the Association. (N.T. 10).

5. At the time of the hearing, there were three police officers in the bargaining unit. Adams was the only full-time officer and there were two other part-time officers. One of the part-time officers was Jeffrey Wiesen. In 2024, Wiesen's rate of pay as a part-time officer was \$23.10 per hour. (N.T. 11, 14).

6. In the summer of 2024, Adams advised the Township that more officers needed to be hired. Adams put together a job description to advertise for hiring. (N.T. 10-11; Association Exhibit 1).

7. The job description advertisement created by Adams was advertised in a local newspaper in July through August 30, 2024. The listing specifies that the wages for the advertised full-time position would be \$20 per hour. (N.T. 11-12, 15, 21; Township Exhibit 1).

8. On August 12, 2024, the Township's Board of Supervisors (Supervisors) had a public meeting. The minutes for this meeting state in relevant part:

Police Department Hiring - The Township advertised the position in the New Castle News and received two (2) applications from Jeff Wiesen and Dale McGlaughlin. The [Supervisors] discussed the applications received and explained we are looking for part-time officers as well. The police contract is up for negotiation currently. Officer Wiesen currently works part-time at \$23.10 per hour and he works full-time for the bus company and makes \$26.10/hour. A motion was made by Virginia Zinza and second by Keith Stowe to hire Jeff Wiesen as full-time officer at \$26.10 per hour. The [Supervisors] voted all in favor, motion carried. . . .

(N.T. 14, 37-38; Association Exhibit 2).

9. The Supervisors chose the \$26.10 wage for Wiesen because that is the wage they believed Wiesen had requested in his application for the full-time position. (N.T. 42).

10. With respect to the actions taken by the Supervisors at the August 12, 2024 meeting regarding Wiesen, Adams testified that the Association was concerned because the Supervisors raised Wiesen's wages by \$3 an hour unilaterally and did not offer the same wage increase to the other officers. (N.T. 15-17).

11. Adam's testified that the Union believed that Wiesen's wages should have stayed at \$23.10 per hour when he was hired to full-time from part-time. (N.T. 18).

12. At the time of the hearing, Wiesen had not been promoted to full-time and he was still being paid \$23.10 per hour. (N.T. 39).

13. The CBA states in relevant part:

SALARY

Starting wages for a full time officer for . . . 2024
\$20.00 hourly.

. . .

. . . a part time Patrolman's hourly wage specifically,
Jeffrey Wiesen exclusive of fringe benefits, shall be
. . . Year 2024 \$23.10 per hour. . . .

(Joint Exhibit 1).

DISCUSSION

In its Brief at 5, the Association asserts that the Township committed an unfair labor practice when, at a public meeting, it engaged in direct dealing over Wiesen's wages. The Association asserts this action is in violation of Section 6(1)(e) of the Act as well as an independent violation of Section 6(1)(a) of the Act.

It is long-established that an employer commits an unfair labor practice in violation of Act 111 and the PLRA when it seeks to circumvent the duly selected representatives chosen by the employees by engaging in "direct dealing" negotiations or communications with individual bargaining unit members. Lower Paxton Township, 9 PPER ¶ 9260 (Nisi Decision and Order, 1970). An employer is not precluded from communicating, in noncoercive terms, with employees, so long as such communications are not an attempt to negotiate directly with bargaining unit members. Somerset Area Education Association v. Somerset Area School District, 35 PPER 158 (PDO, 2005) (citing PLRB v. Bethlehem Area School District, 3 PPER 108 (Nisi Decision and Order, 1973)).

The record in this matter is clear. The Township solicited applications for a full-time police officer position. Wiesen applied and the Township chose to promote Wiesen from part-time to full-time. As part of their decision to promote Wiesen, the Township was aware that Wiesen had requested \$26.10 an hour in his application. The Supervisors voted in a public meeting to promote Wiesen and pay him \$26.10 an hour. These actions by the Supervisors were reduced to published minutes. There is no support for the wage of \$26.10 in the CBA and the Township did not bargain this new wage with the Association before it unilaterally approved it in a public meeting. This is direct dealing and a violation of Section 6(1)(e) as the Township circumvented the Association and negotiated directly with Wiesen over wages through its public actions.

The Township in its Brief at 6 argues: "Because Officer Wiesen never assumed the full-time position and because Officer Wiesen's pay was never actually increased, the Association failed to establish a violation of the PLRA." The violation committed by the Township in this case was the public negotiation of wages with Wiesen which circumvented the Association. The violation occurred when the Supervisors publicly committed to paying Wiesen the non-bargained for wage of \$26.10 an hour in an open meeting. This meeting was also reduced to published minutes. The fact that the Township never followed through and actually promoted Wiesen and changed his wages does not ameliorate the violation which occurred at the August 12, 2024 public meeting and as reported in the published minutes.

In its Brief at 6-7, the Township alludes to post-hearing events which are not part of this record. I will not consider any of these arguments which are based on events not in the record.

As I have found a violation under 6(1)(e) and derivatively under 6(1)(a), I do not find it necessary to address the Association's alternative argument that the Township committed an independent violation of 6(1)(a).

CONCLUSIONS

The Hearing Examiner, therefore, after due consideration of the foregoing and the record as a whole, concludes and finds as follows:

1. The Township 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 Township has committed unfair labor practices in violation of Section 6(1)(a) 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 Township 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. Cease and desist from refusing to bargain collectively in good faith with an employe representative which is the exclusive representative of employes in an appropriate unit, including but not limited to the discussing of grievances with the exclusive representative.
3. Take the following affirmative action which the Hearing Examiner finds necessary to effectuate the policies of the PLRA and Act 111:
 - (a) Immediately rescind the August 12, 2024 vote to pay Wiesen \$26.10 per hour as a full-time police officer and immediately bargain with the Association over the topic of Wiesen's full-time hourly rate.
 - (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 employes 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 twelfth day of February, 2025.

PENNSYLVANIA LABOR RELATIONS BOARD

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

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

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v. : Case No. PF-C-24-75-W
PULASKI TOWNSHIP :

AFFIDAVIT OF COMPLIANCE

Pulaski Township hereby certifies that it has ceased and desisted from its violations of Section 6(1)(a) and (e) of the Pennsylvania Labor Relations Act; that it immediately rescinded the August 12, 2024 vote to pay Wiesen \$26.10 per hour as a full-time police officer and immediately bargained with the Association over the topic of Wiesen's full-time hourly rate; 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