

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

AMALGAMATED TRANSIT UNION	:
LOCAL NO. 168	:
	:
v.	: CASE NO. PERA-C-26-8-E
	:
COUNTY OF LACKAWANNA	:
TRANSIT SYSTEM AUTHORITY	:
	:

PROPOSED DECISION AND ORDER

On January 13, 2026, the Amalgamated Transit Union, Local No. 168 (Union) filed with the Pennsylvania Labor Relations Board (Board) a charge of unfair practices against the County of Lackawanna Transit System Authority (COLTS or Authority). In the charge, the Union alleged that COLTS violated Section 1201(a)(1) of the Public Employee Relations Act (Act or PERA). The Union specifically alleged that, on November 19, 2025, Executive Director Timothy McGrath threatened retaliation if the Union pursued a grievance filed on behalf of Maintenance Department employee Richard Watson. The Union further alleged that Director McGrath stated that COLTS had previously declined to discipline Mr. Watson for prior instances of lateness and that, if the Union pursued the grievance, "the gloves are off."

On February 26, 2026, the Secretary of the Board issued a Complaint and Notice of Hearing designating a hearing date of Friday, March 27, 2026. During the hearing on that date, the Union and COLTS were given a full and fair opportunity to present testimony, documents, and cross-examination. The Union filed its post-hearing brief on May 14, 2026. COLTS filed its post-hearing brief on June 12, 2026.

The Examiner, based on the hearing testimony, exhibits, and all matters and documents of record, makes the following:

FINDINGS OF FACT

1. COLTS is a public employer within the meaning of Section 301(1) of PERA. (N.T. 6)

2. The Union is an employee organization within the meaning of Section 301(3) of PERA. (N.T. 6)

3. Timothy McGrath is the Executive Director of COLTS. (N.T. 94)

4. Steven Matassa is the Union President. Jonathan Beckage is a COLTS Mechanic on the 4:00 a.m. to 12:00 p.m. shift. He is also the Union Vice President. Scott Gilgallon is the Shop Steward for the Maintenance Department. (N.T. 10-11, 18-19)

5. On August 14, 2025, Second Shift Supervisor Frank Sandy posted a job bid for 1 fueler on Saturdays in the new COLTS facility when previously there had been 2 fuelers on Saturdays. Union Vice President Beckage informed Director McGrath that he would have to file a grievance. Director McGrath agreed to add the second fueler position on Saturdays. (N.T. 28-31)

6. On August 15, 2025, Director McGrath issued an email informing management and the Union that he approved the second fueler position for Saturdays. The email provided, in relevant part, as follows:

We were informed that if we proceeded with no second fueler, it would probably be grieved.

While I have absolutely no concerns about going through that process, and actually am pretty confident we could have easily justified our reasoning for operating as we had planned to, I am mindful and appreciative of the [U]nion E Board trying to work and cooperate with us. As such, I did not want everyone to go through the machinations, because some individuals want to play semantics.

With that said and also for the record, I did inform the Union Rep. that I want it known amongst the ranks, that they will now reap what they have sown. If they believe they are making/holding management accountable (albeit missed placed [sic] and baseless) so too, will they now be held accountable—as they should have been all these years.

(U-3)

7. On September 26, 2025, Maintenance Mechanic Richard Watson texted his supervisor Frank Sandy that he was taking a vacation day. On October 3, 2025, Mr. Watson texted Mr. Sandy that he was taking a personal day. On October 15, 2025, Mr. Sandy texted HR Director Nicole Ference that he mistakenly designated Mr. Watson's personal day on October 3, 2025, as a sick day. Ms. Ference responded that the day would be an unexcused absence because Mr. Watson did not provide 24 hours advance notice, as required by the collective bargaining agreement (CBA). (N.T. 96-97; U-1 at 20; COLTS-1; COLTS-2; COLTS-5)

8. The CBA provides that: "Personal Days shall be granted at the request of the Employee, if scheduled with at least twenty-four (24) hours' notice, unless it will affect staffing and services." The 24-hour notice requirement has been in the past 3 contracts, but the past practice has been to allow non-sick call offs 1 hour before the shifts start. (N.T. 41-43; U-1 at 20)

9. As a result, Ms. Ference called a meeting with Director McGrath to discuss the payroll designation of Mr. Watson's October 3, 2025 call-off. On October 15, 2025, a meeting was held with Ms. Ference, Director McGrath, Director of Maintenance Dave Sklareski, and Union Vice President Beckage. At the meeting, the parties discussed the fact that Mr. Watson took a personal day without 24-hours' notice. Management decided to allow Mr. Watson to take a personal day for October 3, 2025, without designating the day as an unexcused absence or a sick day. In this manner, Mr. Watson's perfect attendance record for the 4th quarter was not disrupted, and he qualified for a \$250 bonus, which he received on January 23, 2026. (N.T. 38-41, 64-70, 95; COLTS-12)

10. At the October 15, 2025 meeting, Director McGrath and Vice President Beckage agreed that, in the future, employees could not text off on the day they wanted off; rather they would complete and submit a form with over 24 hours' notice for the requested day off. They also agreed that Mr. Watson could not have October 31, 2025 (Halloween) off because there were

already 2 employees off and, if Mr. Watson had taken off, COLTS would not have had the minimum required complement of 2 service employees and 2 maintenance employees. Mr. Watson worked on October 31, 2025. (N.T. 38-41, 96-98)

11. The first step in the parties' grievance procedure requires grievances to be presented in writing to the Director of Operations or the Department of Human Resources within 5 business days by email or hand delivered to the Human Resources mailbox. (N.T. 13-15; U-1 at 12)

12. On November 7, 2025, Mr. Gilgallon emailed a "General Maintenance Grievance" to a number of individuals including Director of Business Communications and Development Keri Savage, HR Director Nicole Ference, Union President Steven Matassa and Vice President Jonathan Beckage. (N.T. 15-17, 60-62; U-2)

13. The Grievance is signed by Mr. Gilgallon and Mr. Beckage and states: "Rick Watson was denied a vacation day on October 31, 2025 despite having coverage and at first being approved for the day a week prior. There was also a seniority violation, another member in the same department with lesser seniority was granted the same day off, while Watson was denied." (U-2)

14. On November 19, 2025, Mr. Beckage was working his 4 a.m.-12 p.m. shift. At around 11:00 a.m., Communications and Business Director Savage appeared in the garage and informed Mr. Beckage that Executive Director McGrath was coming to speak with him. Director McGrath approached Mr. Beckage and said: "what the fuck, I thought we had a deal. And why are we now reversing course?" Mr. Beckage said that he had to support his employee. Director McGrath then told Mr. Beckage to either drop the grievance or COLTS will charge Mr. Watson with 2 miss-outs. When Mr. Beckage responded that the Union would continue to pursue the grievance, Mr. McGrath stated: "that's it; the gloves are off" or "all bets are off." Mr. McGrath added: "We are going to follow the letter of the CBA going forward because this is what happens." (N.T. 20-22, 50, 99-101)

15. A "miss-out" is a term used at COLTS meaning that an employee clocked in late for his/her shift. The parties' CBA provides that "[a] miss-out will be charged if an employee does not report for a scheduled assignment in a timely manner. The miss-out will be determined by the digital clock in the Dispatcher's office." Union Vice President Beckage acknowledged that "a miss-out is a miss-out." (N.T. 23, 26-27; U-1 at 8)

16. Mr. Beckage then called Mr. Watson and asked him whether he had any miss-outs. Mr. Watson responded: "absolutely not." At noon, when Mr. Beckage was about to punch out, Director McGrath approached Mr. Beckage and apologized for the way he spoke to him. He said: "I have more respect for you than that." They shook hands, and Mr. Beckage said: "no worries." Director McGrath explained to Mr. Beckage that he was apologizing, not for what he said, but for the way he said it. (N.T. 24-27, 56-57, 103)

17. The Union did not thereafter pursue the grievance because the leadership believed that it was not going anywhere after Mr. McGrath's statements. (N.T. 31-34)

18. One day subsequently, Mike Vispi and Tom Tarchak were early for work. One arrived on the premises at 12:43 p.m. for a 1:00 p.m. shift and punched in 1 minute late. That employee was charged with a miss-out. The other

was also early, but he was sick upon arrival. He was in and out of the bathroom, and he forgot to punch in. He was also charged with a miss-out. COLTS has a rule that employees cannot punch in more than 5 minutes early for their shift. On March 12, 2026, Union Steward Scott Gilgallon sent an email to Director McGrath asking whether these 2 employees would receive discipline for the miss-outs. Director McGrath has yet to respond. Mr. Beckage believes that COLTS has been applying the rules more strictly since November 19, 2025, and the employees have "been getting murdered with one-minute-late miss-outs." (N.T. 27, 53-55, 105, 110-111)

19. HR Director Ference's position is that, when an employee is early for work but fails to punch in on time for their shift, the CBA provides that they have had a miss-out. (N.T. 78-79)

DISCUSSION

Section 1201(a)(1) of the Act prohibits an employer, their agents, or their representatives from "Interfering, restraining or coercing employees in the exercise of the rights guaranteed in Article IV of [the] [A]ct." The Board has held that an independent violation of Section 1201(a)(1) occurs where, under the totality of the circumstances, the employer's actions have a tendency to coerce a reasonable employee in the exercise of protected rights, regardless of the employer's intentions or whether employees have in fact been coerced. Northwest Area Educ. Ass'n v. Northwest Area Sch. Dist., 38 PPER 147 (Final Order, 2007); However, an employer does not independently violate Section 1201(a)(1) where, on balance, its legitimate reasons justifiably outweigh concerns over the interference with employee rights. Ringgold Education Association v. Ringgold School District, 26 PPER 25155 (Final Order, 1995).

An employer violates Section 1201(a)(1) if it threatens reprisals against employees for engaging in protected activities. Chester County Intermediate Unit No. 24 Education Association v. Chester County Intermediate Unit No. 24, 35 PPER 110 (Final Order, 2004) (opining that "an employer's expression may not include actual or veiled threats of reprisal or promise of benefit directed to the employees for their participation in protected activities."). The filing of grievances is a protected activity under PERA, regardless of whether the grievance is found to have no merit. Central Bucks Educational Support Personnel Association v. Central Bucks School District, 37 PPER 33 (Final Order, 2006). Furthermore, "[i]t is well settled that an employer's threats that negative consequences will ensue if employees resort to the grievance procedure clearly has a tendency to coerce employees in the exercise of their statutory right to present grievances to their employer." Pennsylvania State Corrections Officers Association v. Commonwealth of Pennsylvania, 57 PPER 55 (Proposed Decision and Order, 2026). More specifically, an employer's threat to strictly enforce a collective bargaining agreement against employees after the union filed grievances is an unlawful threat in violation of Section 1201(a)(1) of the Act that has a tendency to coerce employees in the exercise of their protected rights and has a chilling effect on the right to file grievances, even if those grievances are not meritorious. Pennsylvania Department of Public Welfare, 12 PPER 12026 (Proposed Decision and Order, 1980).

In this case, Director McGrath has made threats of reprisal in violation of Section 1201(a)(1). On August 15, 2025, Director McGrath sent an email to management and the Union after Union Vice President Beckage met with

him about the additional Saturday fueler position. During that discussion, Vice President Beckage indicated that, if COLTS did not add the position, he would have to file a grievance. In the email after that meeting, Director McGrath wrote: "With that said and also for the record, I did inform the Union Rep. that I want it known amongst the ranks, that *they will now reap what they have sewn. If they believe they are making/holding management accountable (albeit missed placed [sic] and baseless) so too, will they now be held accountable—as they should have been all these years.* (emphasis added). This email passage contains a threat of reprisal sent to Union officials. Although the August 15, 2025 threat is not discretely actionable because it was not alleged in the charge, it does demonstrate that Director McGrath has engaged in a pattern of making threatening statements to the Union for pursuing the right to file grievances.

On November 7, 2025, the Union filed a grievance complaining that COLTS denied Mr. Watson a vacation day for October 31, 2025 and that COLTS approved another employee with less seniority for the same day off. Consequently, on November 19, 2025, Director McGrath approached Mr. Beckage and said: "what the fuck, I thought we had a deal." He then told Mr. Beckage to either drop the grievance or COLTS will charge Mr. Watson with 2 miss-outs. When Mr. Beckage responded that the Union would continue to pursue the grievance, Mr. McGrath stated: "that's it; the gloves are off" or "all bets are off." "We are going to follow the letter of the CBA going forward because this is what happens."

Under the totality of the circumstances, these statements have a tendency to coerce a reasonable employee or Union representative in exercising the right to file grievances without reprisal. Clearly, Director McGrath threatened to discipline Mr. Watson if Vice President Beckage did not withdraw the grievance. This threat of reprisal is a per se violation of Section 1201(a)(1). Director McGrath's statement that COLTS is going to follow the letter of the CBA threatens that the contract would be strictly enforced against employees in a negative, disciplinary manner. The threat to follow the letter of the CBA in response to a grievance filing has a tendency to coerce a reasonable employee or Union representative related to the filing of grievances and the discussion of grieved matters, in violation of Section 1201(a)(1) of the Act.

The Union did not have the burden to show unlawful motivation or that actual coercion resulted from Director McGrath's statements. However, Director McGrath's emailed statements on August 15, 2025, and oral statements on November 19, 2025, demonstrate a pattern of statements that together support the inference of retaliatory intent to strictly enforce the contract. Also, the Union established that Vice President Beckage was in fact coerced. Mr. Beckage credibly testified that he decided not to pursue the Watson grievance further because of Director McGrath's statements.

The Union also contends that, after November 19, 2025, COLTS charged 2 employees with miss-outs who were early for work. One employee punched in 1 minute late and the other forgot to punch in because he was ill and frequenting the bathroom. COLTS charged them each with a miss-out. The Union alleges that these miss-outs demonstrate that COLTS is carrying out Director McGrath's threat to strictly enforce the contract in a retaliatory manner. The Union did not amend its charge to include the 2 miss-outs in its cause of action under Section 1201(a)(1). However, the Union is not seeking a remedy for the 2 miss-outs. The Union relies on the evidence of the 2 miss-outs to establish that COLTS was following through with Director McGrath's plan to

strictly enforce the CBA against employees as a result of the Watson grievance. In this context, the Board may consider the post-charge conduct as evidence supporting retaliatory intent as well as the coercive manifestation of Director McGrath's threat.

Vice President Beckage testified that "a miss-out is a miss-out," and HR Director Ference testified that an employee should receive a miss-out anytime he/she punches in late regardless of whether the employee was on the premises early. The record does not show that COLTS has disciplined Mr. Vispi and Mr. Tarchak for their miss-outs. On this record, I am unable to conclude that these 2 miss-outs were retaliatory in nature resulting from strict enforcement of the CBA, as threatened by Director McGrath. Vice President Beckage also testified that the employees are getting "murdered" with 1-minute-late miss-outs. The implication is that COLTS has increased the amount of post-November 19, 2025 miss-outs for being 1 minute late in a retaliatory manner. However, the record does not show by a preponderance of the evidence that there is a quantifiable increase from the amount of 1-minute-late miss-out charges before November 19, 2025. Also, the record does not show whether any employees were disciplined for their 1-minute-late miss-outs after November 19, 2025. Therefore, the allegation that COLTS is in fact retaliating through strict CBA enforcement in fulfillment of Director McGrath's threat is unfounded. Absent evidence that COLTS is charging employees with miss-outs in a retaliatory manner, management has the contractual right to charge employees for punching in late. Twin Valley Educational Support Professionals Association v. Twin Valley School District, 49 PPER 72 (Proposed Decision and Order, 2018) (stating that "a public employer in this Commonwealth may not use managerial prerogatives in a discriminatory manner or as an offensive weapon of retaliation"). After all, "a miss-out is a miss-out."

Notwithstanding the Vispi-Tarchak miss-outs, the Union cannot properly function in a representative capacity if its leadership fears reprisal for filing grievances and for engaging with management regarding terms and conditions of employment. Director McGrath's statements had a very real effect on handicapping the Union leadership and its ability to represent its employees in one of the most fundamental roles of the Union, i.e., filing grievances. The Union leadership has to be able to challenge management's actions by performing the critical role of filing grievances on behalf of employees without being threatened out of performing that function. Therein lies the significance of this case.

Accordingly, under the totality of the circumstances, COLTS violated Section 1201(a)(1) of the Act when Director McGrath made coercive and threatening statements on November 19, 2025, to Union Vice President Beckage regarding the Watson grievance. Director McGrath was understandably surprised by the Watson grievance, given the parties' prior agreement. However, COLTS did not provide any credible, legitimate reasons for Mr. McGrath's threat of strict adherence to the CBA, and its negative implications, that could on balance outweigh the coercive effect of Director McGrath's comments.

CONCLUSIONS

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

1. The Authority is a public employer within the meaning of Section 301(1) of PERA.

2. The Union is an employee organization within the meaning of Section 301(3) of PERA.

3. The Board has jurisdiction over the parties hereto.

4. The Authority has committed unfair practices in violation of Section 1201(a)(1) of the Act.

ORDER

In view of the foregoing and in order to effectuate the policies of the Public Employee Relations Act, the hearing examiner

HEREBY ORDERS AND DIRECTS

that the Authority shall:

1. Cease and desist from interfering, restraining or coercing employees in the exercise of the rights guaranteed in Article IV of the Act and in violation of Section 1201(a)(1) of the Act;

2. Take the following affirmative action, which the hearing examiner finds necessary to effectuate the policies of PERA:

(a) Immediately cease threatening reprisal for the filing of grievances;

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

(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.

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 and become final.

SIGNED, DATED AND MAILED at Harrisburg, Pennsylvania, this eighteenth day of June, 2026.

PENNSYLVANIA LABOR RELATIONS BOARD

/s/ JACK E. MARINO

JACK E. MARINO, Hearing Examiner

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

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AFFIDAVIT OF COMPLIANCE

The Authority hereby certifies that it has ceased and desisted from its violation of Section 1201(a)(1) of PERA; that it has ceased interfering, restraining or coercing employees in the exercise of the rights guaranteed in Article IV of the Act; that it has ceased and desisted from threatening reprisal against Union representatives and members for the filing of grievances; that it has posted a copy of this decision and order in the manner directed therein; and that it has served a 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