

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

HAMPDEN TOWNSHIP POLICE ASSOCIATION :
:
:
v. : Case No. PF-C-25-54-E
:
HAMPDEN TOWNSHIP :

PROPOSED DECISION AND ORDER

On October 27, 2025, Hampden Township Police Association (Union or Association) filed a charge of unfair labor practices with the Pennsylvania Labor Relations Board (PLRB or Board) against Hampden Township (Township or Employer) alleging that the Township 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 September 30, 2025, the Township demoted Police Officer Grunden from detective to patrol officer after Grunden filed a grievance.

On November 12, 2025, 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 February 11, 2026, in Harrisburg, as the time and place of hearing.

The hearing was continued once at the request of the Union. The hearing was held on March 4, 2026, in Harrisburg, at which time all parties in interest were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. The Union submitted a post-hearing brief on May 29, 2026. The Township submitted a post-hearing brief on July 13, 2026.

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. 6-7).

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 Hampden Township police officers excluding the Chief of Police and Captains. (N.T. 6-7; Township Exhibit 1).

3. The parties were subject to a collective bargaining agreement (CBA) with the effective dates of January 1, 2022, through December 31, 2025. (Township Exhibit 1).

4. Jason Yerg is the Chief of Police in the Township. (N.T. 9).

5. Before June 13, 2024, there were three detectives assigned to the CID (Criminal Investigative Division) and one supervisory Lieutenant. (N.T. 14).

6. On or about June 13, 2024, Detective Pressel, who was one of the three detectives, was injured in the performance of his duties and went on a medical leave of absence. (N.T. 14-15).

7. From June 13, 2024, through the summer of 2025, only two detectives worked in the CID on a full-time basis. Officer Redifer was also working in CID as a detective on a temporary basis. (N.T. 15, 97).

8. Pressel then filed a grievance on or about January 14, 2025, over the Township advertising his position as open. Pressel had seen the January 8, 2025, posting for the open detective position. (N.T. 15; Township Exhibit 5).

9. In May 2025, the Township posted another job opening for detective. (N.T. 16, 71, 97).

10. Matthew Grunden has been a police officer in the township for over 19 years. Prior to July 2025 he was a patrol officer. (N.T. 96).

11. Grunden responded to the May 2025 posting for detective and, after an internal competitive process, was selected. (N.T. 16, 18, 98-99).

12. On or about June 19, 2025, Yerg became aware that Pressel had been released to light duty. (N.T. 21; Union Exhibit 1).

13. On June 20, 2025, Pressel wrote Yerg an email stating he would be returning on June 23, 2025, and needed June 30, 2025 through July 10, 2025 off for a previously scheduled vacation. (Union Exhibit 3).

14. Grunden was assigned to the detective position in the CID on July 9, 2025. His official title was Criminal Investigator. (N.T. 31; Union Exhibit 4).

15. When Yerg assigned Grunden to the CID, he knew Pressel was coming back. (N.T. 32).

16. Detective Pressel returned on June 25, 2025, and immediately went on vacation. Returning from vacation, Pressel started on or about July 11 and worked a twenty-hour a week shift through July 13, 2025. Pressel worked thirty hours per week through August 10, 2025. Pressel returned to forty hours a week on August 11, 2025. Pressel started at light duty with limitations on what he could do. (N.T. 12-13, 25-29, 57; Union Exhibit 3).

17. On or about August 6, 2025, Grunden filed a grievance over his pay as a detective. Yerg was aware of Grunden's grievance on or about August 14, 2025. Yerg responded to the grievance on or about August 22, 2025. Keith Metts, the Township Manager, eventually denied the grievance at Step 2 on September 19, 2025. (N.T. 35, 37, 61, 104; Union Exhibit 5, 7).

18. On August 21, 2025, Yerg had a conversation with the Township Manager Metts. Yerg testified that in the conversation, the general understanding was: "given the staffing authorization for CID being at three, plus we had lost a patrol supervisor to injury in that time frame, the decision was made that one of the members of the CID needed to be returned to patrol. And in this particular instance, Officer Grunden was the last on in, first one out." Yerg testified that understood the message he received from Metts as: "now that Pressel is working 40 hours a week, Sergeant Notz has

been injured and is out, and your staffing is short in patrol and you're authorized three people in the CID division, one of [the four in CID] needs to be returned to patrol." (N.T. 12-13, 25, 40-41, 49, 61).

19. Metts did not tell Yerg what officer should be moved to patrol and did not mention anything about any outstanding grievances. (N.T. 63-64).

20. On August 22, 2025, Yerg made the decision to remove Grunden from the position of detective and return him to the patrol division. Yerg met with Grunden. Yerg told Grunden that his grievance "fell beyond my purview". Yerg denied Grunden's grievance at Step 1. Yerg told Grunden he was being returned to patrol. He told Grunden: "This is not retaliation." (N.T. 10, 30, 39, 106; Union Exhibit 6).

21. Yerg testified he made this decision because of staffing concerns. He testified that he is authorized to have three detectives in the CID and, at the same time, the CBA indicates minimum staffing levels for the patrol division. He testified that since he had four officers in the CID, he decided to move one to patrol. He testified: "Frankly, it was a staffing issue. It was an obligation to Officer Pressel." (N.T. 11, 34, 39).

22. With respect to patrol staffing, Yerg understood in August 2025 that he had one patrol officer in field training and unavailable. He also knew that in the middle of July, 2025, Officer Notz "tore up his ankle" and was out until September 2025. Notz did not return to full-time work until late November 2025. (N.T. 41-42).

23. Yerg testified that he believes he is limited to three detectives. He testified that this belief is based on Township information given to him when he became Chief that states he has a complement of three detectives and a budget for three detectives. (N.T. 11-12).

24. With respect to having four detectives at once, Yerg testified; "I was still really working through Pressel being able to work 40 hours a week for a period of time that I felt comfortable that he wasn't going anywhere. I do think that based on the fact that [Pressel's] injury occurred as a line of duty injury, I had both a moral and personal obligation to return him to that position upon his return. But having been gone for thirteen months, I wasn't sure how long that was going to - how long it was going to take, how long he was going to be able to return for. Upon his return, I didn't know how long those staggered hours would persist. I didn't know what level of discomfort he would have upon his return and whether or not he would be able to continue in that capacity because . . . his temporary Heart and Lung benefits had not been terminated." (N.T. 35-36).

25. Yerg did not tell Grunden or anyone else that his promotion to detective was potentially temporary and conditioned on Pressel not being able to work forty hours on a regular basis. Yerg did tell Grunden on August 22, 2025, that the move had nothing to do with the Grunden's grievance but about Yerg's obligation to return Pressel to his position and that he needed to add officers to patrol. Yerg also testified that he could not return Pressel to patrol because Pressel had not at the time been released to full duty and could not respond to calls for service. Yerg told Grunden that if there was a future opening in CID, Grunden would be "the first consideration." (N.T. 36-37, 48-49, 64, 112).

26. Grunden was not returned to patrol until thirty days had elapsed from notification pursuant to the CBA. He was placed in the position vacated by Notz, who was injured. (N.T. 42-46, 109).

27. With respect to the timing of Grunden's grievance and Yerg moving Grunden to patrol, Yerg testified: "Yes, I was aware that the grievance existed. I was aware that the appearance itself would not look favorable. I was also aware that [the grievance] wasn't the impetus, quite frankly, for the move. One percent [salary difference] that was being grieved about is inconsequential. That's a contractual issue. And, frankly, if he's entitled to the one percent, he should get it. That doesn't pertain to me. What pertains to me are the staffing and operational capacities of the agency." (N.T. 48).

28. Keith Metts has been the Township Manager since 2011. He has authority over the Chief of Police. Metts testified that around the time of his August 21, 2025, meeting with Yerg, he had become aware that there were four criminal investigators. He testified that on August 21, 2025, he told Yerg that Yerg needed to take steps to correct the number of criminal investigators. Metts was, by August 21, 2025, was aware that Grunden had filed a grievance. (N.T. 78-82).

DISCUSSION

The Union alleges the Township violated Section 6(1)(a) and (c) of the PLRA when on August 22, 2025, it reassigned Grunden from his detective assignment to patrol after he filed a grievance.¹

In a discrimination claim under Section 6(1)(c) of the PLRA, the charging party has the burden of proving that an employee engaged in protected activity, that the employer was aware of this activity, and that the employer took adverse action against the employee that was motivated by the employee engaging in that known protected activity. Duryea Borough Police Department v. PLRB, 862 A.2d 122 (Pa. Cmwlth. 2004); FOP, Lodge 5 v. City of Philadelphia, 38 PPER 184 (Final Order, 2007). It is the motive for the adverse employment action that creates the offense under Section 6(1)(c). PLRB v. Ficon, 254 A.2d 3 (Pa. 1969). An employer may rebut a claim of discrimination under Section 6(1)(c) of the PLRA by proving that the adverse employment action was based on valid nondiscriminatory reasons. Duryea Borough Police Dept, supra.

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

¹ The Union raised an independent Section 6(1)(a) claim in its Brief at 4-5. The Union, however, did not specifically include an independent Section 6(1)(a) claim in its specification of charges. I therefore do not consider the Union's independent Section 6(1)(a) claim and it is dismissed. The Union also indicated on its charge that it was alleging a Section 6(1)(e) claim. No Section 6(1)(e) claim appears in the record and the Union did not advance a Section 6(1)(e) claim in its Brief. The Section 6(1)(e) claim is also dismissed.

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 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 it is clear Grunden engaged in protected activity when he filed a grievance over his pay in the beginning of August 2025. The record is also clear the Township knew Grunden filed a grievance. Yerg and Metts both testified they knew of the grievance. Indeed, Yerg produced a formal Step 1 response to Grunden on August 22, 2025, which is the same day Yerg reassigned Grunden from his detective position to patrol. It is also clear there was an adverse employment action.

On this record the Union has not met its burden of showing that the Township was motivated by anti-union animus. The record does show that timing is a factor in this case. Grunden filed his grievance on or about August 6, 2025, and he was reassigned on August 22. Chief Yerg testified that he was aware that the timing of the reassignment would “not look favorable.” However, close timing alone is insufficient to support a basis for discrimination, Teamsters Local 764 v. Montour County, supra. There is no additional evidence of explicit animus on this record and there is not enough evidence to support an additional inference of animus, other than timing.

Indeed, the important issue in this case is that the Union has **not** shown that the Township failed to adequately explain the adverse employment action. The preponderance of evidence on this record shows instead that the Township adequately and reasonably explained its decision to reassign Grunden. Yerg testified at length and, I find, credibly explained the reasons he reassigned Grunden. With respect to making Grunden a detective when he knew Pressel was eventually coming back, Yerg credibly testified that, in the summer of 2025, he was unsure of when Pressel was returning and in what capacity. I infer from the record that Yerg was reasonably unsure that Pressel would ever consistently work for the police department again. Yerg additionally credibly testified he reassigned Grunden because he was told by Metts, and also believed, that he was limited to three detectives, he was short on patrol, and, since Pressel was coming back to full-time duty, he needed to move one of the detectives to patrol. The record shows there was an opening on patrol as Officer Notz had recently been injured. Yerg credibly testified he did not move Pressel to patrol because he believed Pressel deserved to get his detective assignment back after returning from an injury he sustained while in service. He credibly testified that Grunden was the choice he made since Grunden had the least seniority of the remaining detectives. Finally, Yerg credibly testified that he was not concerned about the grievance Yerg filed and that he made his decision based on staffing and not any grievance. I find Yerg to be credible based on his demeanor on the stand. He calmly, reasonably and consistently answered questions about his reassignment of Grunden throughout his testimony including extensive examination by Counsel for the Union.

Reviewing the Union's arguments, the Union argues in its Brief at 8-9 that the Township's explanations are shifting and nonsensical. The Union argues: "The failure here to explain is deafening in its absence." (Union's Brief at 8). However, I find that the balance of evidence on this record weighs in favor of the Township's non-retaliatory explanations for its acts. While I agree with the Union that Metts's explanations on cross for why he told Yerg to remove one of the four detectives were at times inartful and Metts's demeanor on the stand approached annoyance with Union Counsel, this is not sufficient evidence for me to find that the Union made its *prima facie* case of showing a lack of adequate explanation. The Union had only shown timing and that is not sufficient to infer animus. Teamsters Local 764 v. Montour County, supra.

For the above reasons, the Union has not made its *prima facie* case under Section 6(1)(c) and the charge will be dismissed.

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 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 Township has not committed unfair labor practices in violation of Section 6(1)(a), (c) or (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 charge is dismissed and the complaint rescinded.

IT IS HEREBY FURTHER ORDERED AND DIRECTED

that in the absence of any exceptions filed with the Board pursuant to 34 Pa. Code § 95.98(a) within twenty days of the date hereof, this decision and order shall be final.

SIGNED, DATED AND MAILED at Harrisburg, Pennsylvania, this third day of September, 2026.

PENNSYLVANIA LABOR RELATIONS BOARD

A handwritten signature in black ink, appearing to read "Stephen A. Helmerich", written over a horizontal line.

STEPHEN A. HELMERICH, Hearing Examiner