

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

TRENT ZANK :
 :
 v. : Case No. PF-C-26-9-W
 :
 SOUTH PYMATUNING TOWNSHIP :

PROPOSED DECISION AND ORDER

On March 4, 2026, Police Officer Trent Zank filed a charge of unfair labor practices with the Pennsylvania Labor Relations Board (PLRB or Board) against South Pymatuning (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 February 27, 2026, the Township suspended Zank without pay with a recommendation for termination in retaliation for engaging in protected activity.

On April 8, 2026, 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 June 10, 2026, in Pittsburgh, as the time and place of hearing.

On May 8, 2026, Zank filed an amended charge which further alleges that he was terminated from employment by the Township on April 24, 2026, in retaliation for engaging in protected activity.

On May 27, 2026, the Secretary issued an Amended 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 June 10, 2026, in Pittsburgh, as the time and place of hearing.

The hearing was necessary and held on June 10, 2026, in South Pymatuning, at which time all parties in interest were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. Zank submitted a post-hearing brief on September 1, 2026. The Township submitted a post-hearing brief on September 16, 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. 7).

2. Trent Zank is a police officer under Act 111 as read *in pari materia* with the PLRA. (N.T. 7).

3. The Township and the American Federation of State, County and Municipal Employees, AFL-CIO Police Unit (AFSCME or Union) are subject to a collective bargaining agreement (CBA) with the effective dates of January 1, 2022, through December 31, 2026. (Charging Party Exhibit 3).

4. Zank has been a police officer in Pennsylvania for approximately 10 years. He was hired by the Township as a police officer in November 2023. (N.T. 11-12).

5. Matthew Roth has been a police officer for nearly thirty years. Prior to working for the Township, he worked for the Pennsylvania State Police. He has worked for the Township for about four years and has been Chief for about two years. (N.T. 152-153).

6. Roth testified that his relationship with Zank started going "sideways" around September 1, 2025. Zank asked him for leave to go to New York City on September 11th to visit the monuments. Roth agreed. On September 9, 2025, Zank put in sick leave for his trip to New York. Roth denied it because it was not proper use of sick leave. The Union did not file a grievance over this issue. (N.T. 153-154, 182).

7. During his cross examination of Roth over the above issue, Zank stated that he did not attempt to file a grievance over this issue. (N.T. 182).

8. At some point in 2024 or 2025, Zank was involved in a car pursuit where two people died. Chief Roth changed the department's pursuit policy the next day. The key change Roth made was that the pursuit policy does not allow pursuits of anyone unless it involves a violent felony. (N.T. 157-160).

9. On October 11, 2025, after the pursuit policy changed, Zank was involved in another pursuit over a non-violent felony. (N.T. 160; Charging Party Exhibit 10).

10. Immediately thereafter, Zank and Chief Roth had a meeting over Zank's concerns with the Township's pursuit policy. Zank told Roth he had a concern that Roth's change of department pursuit policy conflicted with the Township's earlier policy on pursuits. Roth testified that Zank contested the legitimacy of the new pursuit policy and argued that the new pursuit policy was only a "memo". (N.T. 19-20, 98-99, 160).

11. Zank testified that prior to the above meeting, he and Roth had a good relationship. Zank testified that after the above meeting over the pursuit policy, Roth's attitude towards Zank turned negative. (N.T. 23).

12. After the above meeting with Roth on the issue of pursuit policy on or about October 11, 2025, Zank requested a meeting with Township Supervisors over what Zank believed to be a conflict in the Township's pursuit policy. On or about October 17, 2025, Zank also filed a written complaint with the Township Supervisors over his treatment by Roth over the pursuit policy issue. (N.T. 15, 100-101; Charging Party Exhibit 10).

13. On October 22, 2025, Zank, through the Union, filed a grievance with the Township alleging that the Township violated the terms of the CBA over the way Zank was treated in a meeting by Chief Roth, Township Supervisors Matthew Chalupka and Keith McKnight, Township Solicitor James Nevant. The meeting was over Zank's issues with the police department's pursuit policy. The grievance alleged the Township violated Section 5 and the preamble of the CBA. Section 5 of the CBA covers discrimination. The requested remedy in the grievance was "To be treated with dignity and respect." The grievance did not allege the pursuit policy violated the CBA. (N.T. 17-18; Charging Party Exhibit 1, 3, 10).

14. The Township denied the above grievance at Step 1 on October 28, 2025. (N.T. 22; Charging Party Exhibit 1).

15. On October 30, 2025, Chief Roth wrote Solicitor Nevant an email which states in relevant part:

Attorney Nevant,

I am hopeful to remedy the situation with officer Zank. He needs to stand accountable for his actions. He broke policy and I only advised him to review the policy which resulted in his debate, which resulted in my stern email, which resulted in him choosing to jump chain of command and involve Supervisors, which lead to [a] meeting which lead to more debate, that resulted in my scolding him. He does not see that he is in anyway wrong. The debate that he was confused about conflicting rules is garbage, as he signed it when it was written.

My problem with this is he has undermined my ability to regulate as he wishes to debate satellite issues of technicality. . . .

(N.T. 155; Township Exhibit 7).

16. The previous year, on March 6, 2024, Roth had issued a department conduct policy which states in relevant part: "Officers will not debate or argue with superiors. Input is valuable, however must be offered respectfully and should never become a debate. Officers shall avoid "Gray" areas." (N.T. 157; Township Exhibit 8).

17. On November 18, 2025, the Township, through Solicitor Nevant, issued a letter to Zank which states in relevant part:

RE: Notice of Pre-disciplinary Due Process Hearing

Dear Officer Zank:

In compliance with [the just cause policy in the CBA], and such other Township and Department policies . . . please be aware of the following:

Evidence exists that you engaged in intentionally inappropriate, unprofessional and dangerous activity wherein you: on or about 11-11-25, failed, despite knowing proper policy and procedure, to do the following: have the owner of an accident damaged, but drivable, vehicle move the vehicle to a safer spot on or near SR18; and failed to call out the Township Road Crew to address dangerous road conditions, (but did call out PennDot), thus further exacerbating the danger both because of, and in combination with, the bad weather and the accident, and generally failed in your professional responsibilities. These allegations, if substantiated, can properly establish just cause for discipline per the CBA. . . .

Therefore, need exists to hold a pre-disciplinary due process (Loudermill) hearing on this matter.

Said hearing is scheduled for: Tuesday, November 25, 2025. . . .

(Charging Party Exhibit 6).

18. On November 18, 2025, Zank sent the Township a written response to the pre-disciplinary notice. (N.T. 103; Charging Party Exhibit 7).

19. In mid-November, 2025, Chief Roth issued a memo regarding the department chain of command. (N.T. 177; Charging Party Exhibit 5).

20. On November 19, 2025, Zank filed through the Union a grievance alleging that the above November, 2025, order issued by Chief Roth concerning the chain of command violated the CBA. (N.T. 27; Charging Party Exhibit 4, 5).

21. On November 19, 2025, Zank was at the station when an individual came in to get fingerprinted. At the time, Zank had just received a call from a magistrate to serve a warrant. Zank told the individual that he had to go perform a call and that the individual had to set up another time to get fingerprinted. (N.T. 64-65).

22. On November 24, 2025, Zank performed a traffic stop of a motorist and made a DUI arrest. Zank created a police report of the incident but did not file charges. Zank testified that he believed the person he arrested and Chief Roth were friends. (N.T. 41-45).

23. Upon reviewing the report and the blood test results of the above arrest the next day, Chief Roth ordered Zank not to file any criminal charges. Chief Roth noted that the lab results showed that the driver's blood alcohol was 0.06 and thus below the legal limit of 0.08. Roth also ordered Zank to contact the driver and tell him there would be no charges. Zank refused to do so. (N.T. 54, 165).

24. Zank testified that he believed his arrest of what he believed to be Roth's friend "was the catalyst for the retaliation that happened after this incident." Zank testified that he believed this incident led to his paid suspension in December described below. (N.T. 54-55).

25. On or about November 26, 2025, Zank filed another grievance through the Union claiming Roth's earlier change in the chain of command policy was retaliatory or discriminatory. The Township denied this grievance. (Charging Party Exhibit 10).

26. On December 8, 2025, the Township issued a second written Loudermill notice to Zank which included the summary allegations that Zank: failed to fingerprint a criminal defendant who reported to the station for such purposes; lied to the criminal defendant; left his shift before a replacement officer arrived; and improperly dealt with a citizen whose had an expired automobile registration. (Charging Party Exhibit 10).

27. On December 9, 2025, Zank provided a written response to the upcoming Loudermill hearings on December 16, 2025, to the Board of Supervisors. (Charging Party Exhibit 10).

28. On December 16, 2025, Zank and Township officials, including two Township Supervisors, Solicitor Nevant and Chief Roth had two Loudermill proceedings in the Township building. Additionally at this meeting Nevant 29

29. At some point after the above meeting on December 16, 2025, Nevant informed Zank that Zank had been placed on paid administrative leave. (N.T. 46).

30. On December 17, 2025, Zank sent an email to Chief Roth, Solicitor Nevant and Supervisors McKnight and Leyshon requesting clarification of his status on paid administrative leave. After not immediately receiving a response, Zank sent an email to his Union representatives asking for clarification of his status. Zank's Union representative, Dean Hershey responded that Zank would be receiving instructions from the Township. Zank did not copy Nevant on his email to his Union representatives. (N.T. 51-60; Charging Party Exhibit 11).

31. Zank's email above to Roth, Nevant, McKnight and Leyshon, in addition to clarification of his status, also requested:

The specific allegations or issues that remain under investigation;

the individual(s) or entity conducting the investigation;

the anticipated timeline for completion of the investigation; and

whether I will be provided an opportunity to review and respond to any findings prior to any employment action being considered.

(Charging Party Exhibit 11).

32. Nevant then responded with an email later that day on December 17, 2025, to Zank and copied Township and Union representatives. Nevant's email states in relevant part:

Officer Zank:

Your continuing extra-curricular activities, correspondence and demands are unacceptable and need to stop. In the first place you are represented by AFSCME. For the Township to deal directly with you is an unfair labor practice and counter to the CBA. The questions and demands you made to Chief Roth, and cc to me, the Supervisors and the Township Secretary - but not your Union - will not be answered by us. . . .

. . . I don't intend to allow you, intentionally or unintentionally on your part, to contaminate the due process proceedings currently underway, which is the properly available legal mechanism for you.

To that end, you are not to attempt to contact the Township Supervisors, the Township Secretary, or any other employee of the Township regarding these matters.

This is to be held in the strictest confidence . . . and your Union will guide you on that. Further, if contacted, the Township Officials and employees are not to respond to you.

Secondly, your suspension with pay. . . as previously explained to you, is not a disciplinary action, and will be conducted per the CBA

The one exception to your suspension with pay is if the Court . . . needs you to attend a hearing, in which case the suspension will be automatically lifted to the extent necessary

You are to consider this memo not only as a directive for all parties to adhere to, and preserve the integrity of, the Discipline and Discharge section - Article XV - of the CBA; but as a notice specifically to you that such continued obdurate activity might well result in further disciplinary charges as it potentially fits into an "ongoing pattern" of improper conduct.

(Charging Party Exhibit 12).

33. Zank prepared and submitted to the Township a written response to the December 16, 2025, Loudermill hearings. (Charging Party Exhibit 14).

34. On or about December 23, 2025, Zank filed another grievance over being placed on paid administrative leave. This grievance was subsequently amended to cover further disciplinary actions including termination. (N.T. 49; Charging Party Exhibit 13, 15).

35. While on paid leave, Zank from time to time attended court hearings as necessary. (N.T. 70).

36. While Zank was suspended with pay, Chief Roth had an already prepared schedule that included Zank's name. Roth did not thereafter change it as he assumed Zank would not see it as he would not be in the office. Sometime in early February, 2026, when at the police station to gather materials for use in a court hearing, Zank noticed that he was listed on the schedule. He decided he should go to work because he is on the schedule. Chief Roth found out Zank was working and came to the department office and directed Zank to not come to work anymore. Roth asked Zank why he was working and Zank said: "My attorney told me to come to work." (N.T. 72, 76, 170-173).

37. On or about February 2, 2026, Chief Roth reviewed Officer Cortez's bodycam footage after Officer Cortez made a stop. Roth observed that after Cortez had got back into his police car, Zank called Cortez and asked Cortez about the stop. Roth testified that, in his opinion, this was Zank "absolutely involving himself with police matters while suspended." (N.T. 175).

38. On February 13, 2016, Roth texted Zank to tell him to come to the station. Zank did not respond until five days later. (N.T. 189).

39. On February 16, 2026, Zank sent a letter to the Township which states in relevant part:

**RE: FORMAL NOTICE AND DEMAND TO CEASE IMPROPER CONTACT
/ PRESERVATION OF DUE PROCESS RIGHTS**

Dear James Nevant, Township Solicitor, and Dean Hershey, Union Staff Representative

Please accept this correspondence as a formal legal notice and record of objection regarding continued direct contact from the Chief of Police, conflicting directives, and actions that undermine the procedural protections during the course of this active investigation and disciplinary matter.

As you are aware, I have been on paid administrative leave since December 16, 2025. It was expressly communicated in writing that communications from Township officials related to discipline, investigation, or employment status were to proceed through appropriate legal channels. . . .

Despite this clear directive, I received a direct text message from the Chief of Police stating:

"I need you to report to the station today soon if possible. Ty." {Text sent Friday February, 13, 2026}

. . .

Accordingly, I am hereby placing the Township, through its Solicitor; and the Union on formal notice of the following concerns:

- Continued direct contact by the Chief of Police, in contradiction to prior written guidance creates confusion, legal exposure, and procedural irregularity.
- Informal directives lacking context or documentation risk being construed as coercive, retaliatory, or an attempt to circumvent established due process safeguards.
- Conflicting expectations place me in an impossible position where compliance with one instruction may be characterized as insubordination, which compliance with prior legal guidelines may be characterized as refusal.
- These actions have created a hostile and stressful environment . . . contributing to a reasonable perception of harassment and retaliation.

Let this letter serve as a formal request and demand for immediate clarification and corrective action. Specifically, I am requesting:

Written confirmation from the Township Solicitor as to whether the Chief of Police is permitted to contact me directly while I remain on paid administrative leave and under active investigation. . . .

. . .

Additionally, during a recent conversation with Union representation, my concerns regarding these procedural conflicts were characterized in a manner suggesting insubordination. I categorically reject that characterization. . . .

(Township Exhibit 11) (emphasis in original).

40. On February 19, 2026, Solicitor Nevant, on behalf of the Township, sent Zank a letter (the third Loudermill notice) which states in relevant part:

RE: Notice of Amended Pre-disciplinary Due Process Hearing

Dear Officer Zank:

. . .

Evidence exists that you have engaged in intentionally inappropriate, unprofessional and insubordinate activity wherein you: on or about [February 3rd or 4th, 2026,] despite knowing proper policy and procedure for checking whether or not you can report for duty during your paid suspension, including having been advised by text, which you initiated, on [January 7, 2026], that absent a directive from the Solicitor and/or Supervisors [or] the Chief, you are not to report for duty, and you acknowledge understanding same, nevertheless you reported for duty and informed Officer Cortez, who questioned you about it, that you had been advised to work that shift, that day, by your private attorney. In turn, the Chief was informed, arrived at the station and advised you, again, not to return to work unless officially notified by someone in your chain of command [of] the employer. Further, on [February 2, 2026], you were watching and listening to a traffic stop situation, and called Officer Cortez and stated, "I didn't know if you get him stopped or not, I saw him going down Taramack [Road]"; thus demonstrating you are involving yourself in department matters while on suspension and having been clearly informed not to engage in such activity. You have continued to engage in this pattern of unacceptable, recalcitrant, grossly insubordinate and possible criminal behavior despite the warnings; and, you have generally failed to use sound professional judgment and discretion in exercising your professional responsibilities.

On or about [February 12, 2016] you attempted to contact your Union [Steward] Kaleb Robertson, by calling his wife, Chanddli, requesting that Mr. Robertson call you. Mrs. Robertson's cell phone number was not, to the best of our knowledge. . . available to you. . . . However, you have in the recent past pulled over and fined Mrs.

Robertson for a traffic violation; therefore raising the reasonable suspicion that you pulled her number from her traffic incident. . . for your personal, private use.

Also. . . you have exacerbated and added to your list of alleged misdeeds by: Ignoring the request of the Chief of Police to contact him . . .; and then, by a "Formal Notice/Demand to Cease Improper Direct Contact" issued by you on [February 16, 2026]- accused the Chief and Township Officials of violating previous directives and procedures and due process, including not making proper service on you, and alleging that you are being subjected to coercive, retaliatory treatment in an attempt to circumvent established due process safeguards, thus creating a hostile and stressful environment, harassment and retaliation, and demanding immediate clarification and corrective action. You then characterized the conduct of your Employer as illegal, and demanded a list of limitations, demands and directives which in themselves amount to gross insubordination, [and] outright defiance of your Superiors, dereliction of your professional duties as well as, per your demands, that the Township engage in potential unfair labor practices to suit your extra-legal illegal and ill-conceived interpretation of the process and proceedings under which we must operate. .

. . .

. . . .

Therefore, need exists to hold a pre-disciplinary due process (Loudermill) hearing in this matter [scheduled for February 27, 2026]. . . .

(Charging Party Exhibit 19) (emphasis in original).

41. The parties had a Loudermill hearing on February 27, 2026. At this hearing, the Township told Zank he was being moved from paid to unpaid suspension. The Township also sent a letter to Zank on February 27, 2026, which stated in relevant part:

RE: Notice - Intent to Discipline -Suspension Without Pay - Recommendation to Terminate

Officer Zank:

Pursuant to the Pre-Disciplinary Due Process Hearing held on [February 27, 2026], which is the third (3rd) such hearing held on your behalf. . . . [the Township] issues the following Notice to you effective immediately:

1. You are **Suspended Without Pay** pending a vote, herein recommended by this Notice. . . that **Just Cause** exists to discipline, and . . . that the [Township] should **Terminate Your Employment**. . . .

(N.T. 78; Charging Party Exhibit 20) (emphasis in original).

42. On April 24, 2026, the Township Supervisors approved the termination of Zank's employment. (N.T. 142).

DISCUSSION

Zank alleges the Township violated Section 6(1)(a), (c) and (e) of the PLRA when it engaged in a series of disciplinary acts against him and ultimately terminated him in retaliation for engaging in protected activity. At the hearing and in his brief, Zank generally alleged a bargaining charge against the Township, however, neither his charge nor amended charge include any specific and cognizable bargaining charges and his Section 6(1)(e) claim is dismissed. Zank also in his brief raises for the first time an independent 6(1)(a) claim. As neither his charge nor his amended charge contains any independent 6(1)(a) claims in the specification of charges, Zank's independent 6(1)(a) claim is dismissed.

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 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).

However, the Board has long held that an employer's lack of just cause as an arbitrator might define the term will not support a finding of discriminatory motivation. Utility Workers Union of America, AFL-CIO v. Hempfield Township Municipal Authority, 41 PPER 11 (Proposed Decision and Order, 2010) citing Bucks County Community College, 36 PPER 84 (Final Order, 2005).

Section 5 of the PLRA provides: "Rights of Employees. -- Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representative of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection." 343 P.S. §211.5.

In this matter, it is clear Zank engaged in protected activity. He, through his Union, filed three grievances. Filing grievances is protected activity.

In his Brief at 3-4, Zank alleges that his challenge of workplace policies is protected activity. The record shows that Zank and Chief Roth had a disagreement over Zank's use of sick time to visit New York City. Zank did not at the time claim Roth was violating the CBA. Nor was any grievance filed. Zank admitted in his cross examination of Roth that he never intended to file a grievance over the issue. Zank did not act in concert with any other bargaining unit members in this dispute with Roth. This is not protected activity.

The record shows that Zank disputed Chief Roth's pursuit policy. However, this is not protected activity. Zank did not claim to Roth that the pursuit policy violated the CBA; he only claimed that Roth had contradicting or inconsistent policies or that Roth's memo was insufficient to change policy. In addition, Zank did not act with the Union or any other bargaining member when he argued with Roth over the pursuit policy. The grievance filed by Zank relating to the dispute does not appear to claim the pursuit policy violated the CBA but that Chief Roth's and other Township agents' attitude and actions towards him violated the CBA. Thus, Zank's dispute with Chief Roth over the pursuit policy is not protected activity.

The record shows that with respect to the change in policy over chain of command, Zank did not dispute this change directly with Roth but did file a grievance over it which claimed the policy violated the CBA. To that extent, it is protected activity.

I also do not find Zank's December 17, 2025, email to Township agents to be protected activity. This email is an example of Zank acting alone and outside of cooperation with the Union or any other bargaining-unit members. I construe this letter as Zank trying - by himself and apart from the Union - to protect what he perceives to be his legal rights outside any specific reference to the CBA. This is not Section 5 "concerted activities for the purpose of collective bargaining or other mutual aid or protection."

Additionally, I do not find Zank's February 16, 2026, "demand letter" to be protected activity. It is clear from the record that with this letter Zank was acting on his own without direct cooperation from the Union. Indeed, the letter is addressed to his Union representative and the letter contains what I infer to be an admission from Zank that his Union had been telling him he was being insubordinate and that he strongly disagreed with his Union on that issue. This does not constitute "concerted activities for the purpose of collective bargaining or other mutual aid or protection." The "demand letter" also does not invoke the CBA. The letter is Zank, acting alone, explaining why he did not comply with Roth's directive and disagreed with the Union. This is not protected activity.

Finally, it is not disputed Zank's third grievance over his discipline is protected activity.

Moving on, Zank has shown he engaged in protected activity. There is no dispute on this record that the Employer was aware of the grievances and that the Employer took adverse employment action against Zank.

We now move to the core dispute in this matter which is whether the Township was motivated by anti-union animus when it disciplined Zank. I find that on this record there is no evidence of explicit anti-union animus. Zank argues in his Brief at 9 that Roth's email to Nevant on October 30, 2025, is evidence of explicit animus. I find the email shows that Chief Roth was concerned with Zank's dispute over the pursuit policy, which I find above to not be protected activity. Zank's decision to escalate his dispute with Roth over the pursuit policy (referenced by Roth in this email) is also not protected activity. While the email does show that Roth is frustrated with Zank, and, I infer clearly setting the stage to discipline Zank, the frustration exhibited is not explicitly over any protected activity and thus the email is not an example of explicit animus.

Zank argues in his Brief at 10 that Roth's change in the chain of command policy is an example of explicit animus. I do not agree because the policy does not explicitly regulate protected activity. Chief Roth did testify he was in part motivated to change the policy because Zank went to a Township Supervisor directly to complain about the pursuit policy. However, on this record, Zank's complaints to Township Supervisors over the pursuit policy were not protected activity.

I also do not find Nevant's December 17, 2025, response to Zank to be an example of explicit anti-union animus. Indeed, this email clearly implies to Zank that he should engage in protected activity by: reminding Zank that he is represented by the Union; stating that Township responses to Zank in this context could be construed as direct dealing; and stating that he should be asking questions about the process to his Union. I infer that the Township's attitude at this time is that it wanted Zank to participate in **more** protected activity by cooperating with his Union and dealing with the Township through his Union. This is not explicit anti-union animus.

As there is no explicit anti-union animus on this record, it must be inferred if it exists.

Here, Zank has shown close timing. Zank, through the Union, filed grievances on October 22, 2025, November 19, 2025, and December 23, 2025. The township began an escalating disciplinary process against Zank on November 18, 2025, and ultimately moved Zank to suspend without pay with recommendation of termination status on February 27, 2026, and formally terminated his employment in April, 2026. This is sufficient temporal nexus to support an inference of timing.

However, timing alone is insufficient to support a *prima facie* case of discrimination. The complainant must show another factor in addition to timing to make their *prima facie* case. Montour County, supra.

Zank in his Brief at 11 urges that the record supports a finding of pretext because: "The escalating chronology strengthens the inference because it is accompanied by affirmative evidence of hostility and pretext." In support of this claim, Zank cites Lehigh Area Sch. Dist., 682 A.2d 439

(Pa. Commw. Ct. 1996) and Lancaster County v. PLRB, 633 Pa. 294 (2015).¹ I construe Zank's claim here to be that animus can be inferred because the Township cannot adequately explain its actions. The failure of the employer to adequately explain the adverse employment action may be a factor in inferring animus and, together with timing, may be sufficient for a finding that the charging party has met its *prima facie* burden. Child Development Council of Centre County, *supra*.

The record in this matter shows that the employer did implement a series of escalating disciplinary measures against Zank. I find on this record that this escalating discipline was in response to Zank's non-protected activity. I find that the record shows that the Employer was motivated to discipline Zank because of what it believed was Zank's misconduct including continuing insubordination and not because of Zank's filing of grievances.

Moving now to an analysis of the Employer's reasons to discipline Zank, I first look at the immediately preceding context. The relationship between Zank and Roth and the Township deteriorated after the incident in September, 2025, where Zank attempted to use sick time to visit New York City and in October, 2025, when Zank and Roth argued over the pursuit policy. As discussed above, the dispute over the pursuit policy is not protected activity. Likewise, the dispute over using sick time is not, on this record, protected activity. The parties agree that the relationship between Roth and Zank deteriorated before the discipline process started and, importantly for this case, the record shows that decline began over issues that were not protected activity.

Roth's pre-discipline state of mind in late October, 2025, is revealed in his October 30, 2025, email to Solicitor Nevant. Reviewing this email from Roth, I find the reasoning by Roth to be an adequate non-discriminatory basis for a desire to "remedy the situation with officer Zank." As found above, Zank's debates with Roth over the pursuit policy and "jumping the chain of command and involving Supervisors" over the pursuit policy is also not protected activity. Further, I find that to be behavior a chief of police may be reasonably concerned about.

Next, on November 18, 2025, the Township formally began a disciplinary process against Zank with a Loudermill notice that alleged that Zank improperly handled an incident with a damaged vehicle on the road. There is no evidence on this record that the Township was engaging in disparate treatment by choosing to discipline Zank over this incident. Likewise there is insufficient evidence, similar to the evidence in Lancaster County, *supra*, to support a finding that this reason to discipline was incredible. I find that the incident noted in the November 18, 2025, Township letter to be an adequate non-discriminatory basis for discipline.

Zank argued at the hearing that the discipline against him was motivated by his handling of the DUI matter in late November, 2025. Zank testified that he believed his arrest of what he believed to be Roth's friend

¹ The Court in Lehighton held that an employer's failure to follow its own progressive discipline policy may be grounds to infer animus. Here, there is no progressive discipline policy found in the CBA nor did Zank show any other Township progressive discipline policy. Therefore, I do not consider the issue of progressive discipline in this case.

"was the catalyst for the retaliation that happened after this incident." However, nothing in Zank's handling of the DUI incident was protected activity. To the extent the Employer was motivated at all by this incident, this would manifestly not be anti-union animus. Nevertheless, the Employer does not mention this incident in any of its Loudermill notices.

Then, on December 8, 2025, the Township issued a second written Loudermill notice to Zank which included the summary allegations that Zank: failed to fingerprint a criminal defendant who reported to the station for such purposes; lied to the criminal defendant; left his shift before a replacement officer arrived; and improperly dealt with a citizen who had an expired registration. There is no evidence on this record that the Township was engaging in disparate treatment by choosing to discipline Zank over these incidents and they are, I find, adequate non-discriminatory bases for discipline.

On February 19, 2026, the Township issued a third Loudermill notice which included summary allegations that Zank had: worked a shift while suspended; improperly involved himself with the police department while suspended by listening to the police radio and contacting an on-duty police officer; improperly obtained personal information; ignored the request of Chief Roth to contact him; and improperly issued a "demand letter" to the Township. There is no evidence on this record that the Township was engaging in disparate treatment by choosing to discipline Zank over these incidents. They are, I find, adequate non-discriminatory bases for discipline.

Finally, Zank argued during the hearing that the Township did not have just cause to discipline him. However, the lack of just cause alone is not a proper basis to infer animus. Bucks County Community College, supra.

Therefore, for the above reasons, the Charging Party has not made his *prima facie* case. Zank did not show that the employer lacked an adequate reason to discipline. Additionally, he did not show disparate treatment, did not show failure to follow any progressive discipline policy, and did not show explicit anti-union animus. The charge will be dismissed and the complaint will be rescinded.

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 eighth day of October, 2026.

PENNSYLVANIA LABOR RELATIONS BOARD



STEPHEN A. HELMERICH, Hearing Examiner