

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

Timothy Manuel, William Chuba,	:	
and Lucas Langer,	:	
Appellants	:	
	:	
v.	:	
	:	
Connoquenessing Township	:	
and Ricky Kradel, individually	:	
and in his capacity as Township	:	No. 956 C.D. 2025
Supervisor	:	Submitted: September 14, 2026

BEFORE: HONORABLE CHRISTINE FIZZANO CANNON, Judge
HONORABLE LORI A. DUMAS, Judge
HONORABLE BONNIE BRIGANCE LEADBETTER, Senior Judge

OPINION NOT REPORTED

MEMORANDUM OPINION
BY JUDGE FIZZANO CANNON

FILED: October 19, 2026

Timothy Manuel, William Chuba, and Lucas Langer (collectively, Employees) appeal from a March 20, 2025 order of the Court of Common Pleas of Butler County (Trial Court) that sustained the preliminary objections of Connoquenessing Township (Township) and Ricky Kradel, individually and in his capacity as Township Supervisor (Kradel), and dismissed Employees' civil complaint with prejudice for lack of jurisdiction. Upon review, we affirm the Trial Court's order.

I. Background

A. Employees' Complaint

Employees are part of the Township's road crew. Reproduced Record, RR4.¹ Timothy Manuel is an operator/truck driver, William Chuba is a road superintendent, and Lucas Langer is a truck driver/laborer. *Id.* Kradel is a Township Supervisor and serves as the Township's Road Master. *Id.* Employees report to Kradel and receive orders from him. RR4-RR5. They allege discrimination and harassment by Kradel and, through inaction, by the Township. The issues presented here include the applicability of the Township's employee handbook, the pertinent collective bargaining agreement (CBA), and the Pennsylvania Human Relations Act (PHRA).²

Employees filed a civil complaint in the Trial Court alleging various instances of discriminatory and harassing conduct toward them by Kradel. Specifically, Employees averred that before a newly elected female Township Supervisor took office in 2024, Kradel told Employees he did not want to see them "chasing," "screwing," or making sexual advances toward her. RR5. Employees also alleged that Kradel verbally harassed, screamed, yelled, and made allegations toward Employees "regarding issues relative to taking breaks, being at the 'road shop,' and utilizing work uniforms." RR6. Further, Employees asserted that Kradel instructed them to violate Township safety policies when, for example, to avoid overtime pay, Kradel instructed Employees "to work with no flagmen, [to] work

¹ The pages of Employees' reproduced record are not properly numbered in compliance with Rule 2173 of the Pennsylvania Rules of Appellate Procedure, which mandates numbering the pages of the reproduced record consecutively followed by a small "a" – *i.e.*, 1a, 2a, 3a, etc. For ease of reference, we cite the pages of the reproduced record using the designation used by Employees.

² Act of October 27, 1955, P.L. 744, *as amended*, 43 P.S. §§ 951-963.

with one person in a vehicle for down trees, to ignore school buses, and to have one person place road signs.” *Id.* Employees alleged that Kradel’s conduct violated the Township’s employee handbook and that the Township improperly “fail[ed] to combat the harassment that [Employees] had to endure from [Kradel].” RR10, RR14, RR18-RR19, RR23, RR27 & RR32. However, Employees implicitly acknowledged they never reported any of Kradel’s alleged misconduct to the Township, explaining that harassing “[a]ctions are to be reported to the superintendent or to a Supervisor.[] However, in this matter, there is no active superintendent to report the actions to, and a sitting [S]upervisor is performing the harassing actions.” RR9, RR13, RR18, RR22, RR26 & RR31 (footnotes omitted).

B. Preliminary Objections

The Township and Kradel filed three preliminary objections to the complaint.

First, the Township and Kradel asserted that Employees’ claims were “premised entirely upon alleged violations of [the Township’s] internal employment policies set forth in the Employee Handbook.” RR112. The Township and Kradel argued an employee handbook does not provide a cause of action. RR113 (first citing *Morosetti v. La. Land & Exploration Co.*, 564 A.2d 151, 152-53 (Pa. 1989); and then citing *Ruziki v. Catholic Cemeteries Ass’n of Diocese of City of Pittsburgh*, 619 A.2d 495, 497-98 (Pa. Super. 1998)). Therefore, the Township and Kradel demurred to the entire complaint as legally insufficient, pursuant to Rule 1028(a)(4) of the Pennsylvania Rules of Civil Procedure, Pa.R.Civ.P. 1028(a)(4) (authorizing a preliminary objection based on legal insufficiency of a complaint).

Second, the Township and Kradel posited that Employees' claims, which alleged harassment and unsafe conditions, all concerned matters covered by the CBA and had to follow the grievance process under the CBA, including binding arbitration. RR115. Further, the Township and Kradel contend that if Employees claim their allegations fall outside the CBA, that, is a question of contract interpretation, and it, too, must be arbitrated. The Township and Kradel demurred pursuant to Rule 1028(a)(4) and also asserted that the Trial Court lacked jurisdiction where Employees had failed to pursue remedies under the CBA. *Id.* (citing *Edgell v. City of Aliquippa*, 282 A.3d 1011, 1021 (Pa. Cmwlth. 2022)).

Third, the Township and Kradel contended that, to the extent that Employees asserted claims of sexual harassment, those claims had to be pursued through a complaint to the Pennsylvania Human Relations Commission (PHRC) under Sections 2 through 5 of the PHRA, 43 P.S. §§ 952-955, and could not be brought in court unless and until the PHRC had disposed of the claims. RR118. The Township and Kradel sought dismissal of sexual harassment claims pursuant to Rule 1028(a)(7) of the Pennsylvania Rules of Civil Procedure, Pa.R.Civ.P. 1028(a)(7) (authorizing a preliminary objection based on failure to exhaust a statutory remedy. RR118 (citing *Clay v. Advanced Computer Applications*, 559 A.2d 917, 919-20 (Pa. 1989)).

C. The Employee Handbook

In July 2003, the Township approved a form of employee handbook by resolution #70-03 stating: "BE IT RESOLVED, this document is to serve as policy and procedure used by Connoquenessing Township to determine all employee

policies and procedures. This resolution is to include Resolution #69-03 Group Health Insurance Policy within its Guidelines.” RR66.

The employee handbook includes the following provision regarding harassment:

Harassment

Connoquenessing Township seeks to provide a work environment that is free from intimidation, hostility, or other offenses that might interfere with work performance. We have adopted a zero tolerance policy for harassment of any sort, including verbal, physical, or visual.

What Is Harassment?

Harassment deals with both verbal and physical conduct. It may be, but is not limited to: words, signs, jokes, pranks, intimidation, physical contact, or violence. Harassment is not limited necessarily to sexual harassment.

Sexual harassment itself may include unwelcome sexual advances, requests for sexual favors, other verbal or physical conduct of a sexual nature when such conduct creates an intimidating, hostile or offensive environment, unreasonably interferes with an individual's work performance, or when submission to such conduct is made a term or condition of employment either implicitly or explicitly.

Responsibility

If you believe that you have experienced harassment, report the incident immediately to the superintendent, or to a Supervisor. All reports will be promptly investigated with due regard for the privacy of everyone involved although absolute confidentiality cannot be guaranteed. Any employee found to have harassed a fellow employee will be subject to severe disciplinary action including possible discharge. Connoquenessing Township will not retaliate against any employee who makes a good faith

report of alleged harassment, even if the employee was in error. False and malicious claims of harassment are a serious offense and will be subject to severe disciplinary action including possible discharge.

RR74.

The introduction to the employee handbook includes the following language in bold type: **“The provisions in this Handbook are provided as guidelines. This Handbook is not an employment contract or agreement. Connoquenessing Township retains its option to change, delete, suspend or discontinue, at any time, any part or parts of the provisions or benefits outlined in this Handbook. . . .”** RR68; *see also* RR97 (handbook conclusion, restating that “Connoquenessing Township reserves the right to change its policies based upon business needs and the right to use discretion under certain circumstances”). Notably, there is no provision or space in the employee handbook for a signed acknowledgment by either the Township Supervisors or any employee, and Employees do not assert that either the Township or any of Employees signed any acknowledgment agreeing to the provisions of the employee handbook at any time.

D. The CBA

The Township entered into a 2022-2027 CBA with a bargaining unit that includes all full-time and regular part-time “road workers, group leaders, equipment operators, laborers, road superintendents, and mechanics.” RR6 & RR38. Employees’ complaint in the Trial Court acknowledged that all three of them are covered by the CBA. RR6.

The CBA includes the following provision forbidding discrimination and harassment:

ARTICLE TWENTY-TWO

DISCRIMINATION OR HARASSMENT IN THE WORKPLACE

Section 1. It is the law of the Commonwealth of Pennsylvania and the United States of America that Employers shall not discriminate on the basis of race, sex, age, disability, national origin and/or religion in regards to employment and personnel matters.

Section 2. It is the policy of Connoquenessing Township to be in full and complete compliance with these laws. These laws also provide that employees who feel that he or she has been subjected, or is being subjected, to unlawful discrimination or harassment of any type, should report such concerns to their immediate supervisor.

The Township will enforce these policies with appropriate sanctions, up to and including dismissal, against offending individuals.

In the event that it would be inappropriate to report such concerns to one's immediate supervisor, the report should be made to the Board of Supervisors.

Following any report of alleged discrimination or harassment, the Chairman of the Board of Supervisors or his/her designee will undertake an immediate investigation, and appropriate action will follow from that investigation. Employees are encouraged to report any perceptions they have of discrimination or harassment and are urged in the strongest possible terms not to hesitate or fail to make report.

RR7 & RR 57.

The CBA provides a grievance process with two steps attempting a negotiated solution between a grievant and the Township Supervisors, after which the dispute is subject to binding arbitration. RR7 & RR52. However, Employees' complaint in the Trial Court alleged that the CBA "provides the employees with no

guidelines as to how to report harassment and/or sexual harassment if a [T]ownship [S]upervisor is committing the act, but instead only deals with other employees committing the act.” RR7. Relatedly, Employees averred that the CBA “does not cover Township Supervisors, or their actions, and therefore cannot be utilized and/or mandated for [Employees] to follow.” *Id.* (citing page 15 of the CBA, RR52).

E. The PHRA

Section 5(a) of the PHRA provides, in pertinent part:

It shall be an unlawful discriminatory practice[:]

(a) For any employer because of the race, color, religious creed, ancestry, age, sex, national origin or non-job related handicap or disability or the use of a guide or support animal because of the blindness, deafness or physical handicap of any individual or independent contractor, to . . . discriminate against such individual or independent contractor with respect to compensation, hire, tenure, terms, conditions or privileges of employment or contract

43 P.S. § 955(a). This prohibition of discrimination on the basis of one’s sex “has been interpreted to include sexual harassment that is severe or pervasive enough to create a hostile work environment.” *Phila. Hous. Auth. v. Am. Fed’n of State, Cnty. & Mun. Emps.*, 956 A.2d 477, 484 (Pa. Cmwlth. 2008) (*en banc*).

Here, Employees’ complaint does not refer to the PHRA. However, Kradel’s alleged remarks to Employees that he did not want to see them “chasing,” “screwing,” or making sexual advances toward a newly elected female Supervisor, RR5, might colorably fit with the prohibitions in Section 5(a) of the PHRA. As a result, the preliminary objections filed by the Township and Kradel asserted, *inter alia*, that the complaint should be dismissed in part on the basis that to the extent

Employees were claiming sexual discrimination,³ the PHRA provided the exclusive remedy for such a claim and Employees were required to pursue and exhaust their administrative remedy under the PHRA before proceeding in court.

F. Trial Court's Disposition

The Trial Court sustained the preliminary objections and dismissed the complaint with prejudice. Employees filed a notice of appeal. In its subsequent opinion pursuant to Rule 1925(a) of the Pennsylvania Rules of Appellate Procedure, Pa.R.A.P. 1925(a) (1925 Op.),⁴ the Trial Court elaborated on its reasoning in dismissing the complaint, concluding that the complaint was legally insufficient, that the Trial Court lacked subject matter jurisdiction, and that the defects in the complaint could not be cured by filing an amended complaint. 1925 Op. at 2-3.

First, the Trial Court explained that the complaint was based entirely on “factual assertions that [Employees] experienced sexual and workplace harassment at the hand of [] Kradel, and that the Township Supervisors failed to take appropriate action” in response as required by the employee handbook. 1925 Op. at 2. The Trial Court observed that an employee handbook is not a contract; that the Township’s employee handbook expressly stated it provided only guidelines, not a contract or agreement, and could be amended by the Township at any time; and that there is no recognized cause of action for an employer’s alleged violation of a provision in an employee handbook. *Id.* at 3-4. Further, the resolution adopting the handbook was not an ordinance with the force of law and conferred no right of

³ Employees did not allege that any of Kradel’s other alleged conduct was aimed at Employees on the basis of membership in any protected class under the PHRA.

⁴ The 1925 Opinion is attached as Appendix C to Employees’ appellate brief.

action. *Id.* at 4-5. In any event, Employees never reported any alleged harassment to the Township that would have triggered any duty to take action. *Id.* at 6.

Next, the Trial Court rejected Employees' argument that they could not have brought their claims as grievances under the CBA. Regarding the claims against Kradel, the Trial Court recognized that grievances could not be filed against Kradel in his individual capacity, but the Trial Court determined there were no averments in the complaint that Kradel acted other than in his official capacity, either as a Township Supervisor or as the Township's Road Master. 1925 Op. at 7. The Trial Court concluded: "Since there is a CBA which applies to all parties, and that CBA (as in almost all CBAs) has a binding arbitration clause for all disputes arising thereunder, [the Trial] Court lacks subject matter jurisdiction." *Id.* at 8.

Finally, the Trial Court briefly discussed the applicability of the PHRA. The PHRA is generally the exclusive remedy for workplace discrimination or sexual harassment. *See, e.g., Clay*, 559 A.2d at 919 (holding that parties who failed to pursue their exclusive statutory remedy for sexual harassment and discrimination in the workplace through the PHRA were precluded from relief and observing that allowing an employee to bring an action in court without first exhausting administrative remedies under the PHRA "would be logically inconsistent with the legislature's having created the PHRC to function as an efficient mechanism for handling such disputes"); *see also Marriott Corp. v. Alexander*, 799 A.2d 205, 207 (Pa. Cmwlth. 2002) (citing *Clay*). The Trial Court observed that, although this may not be the case where there is a viable cause of action under another statute, Employees did not cite any other statute that would give them a cause of action. 1925 Op. at 8. Therefore, to the extent that Employees' claims of sexual harassment and discrimination fell under the PHRA, the Trial Court concluded it lacked subject

matter jurisdiction over them. *Id.* Implicit in the Trial Court’s reasoning was the requirement that any claim of discrimination covered by the PHRA must first be pursued as an administrative complaint before the PHRC and that any administrative remedy must be exhausted before filing an action in court. *See Clay*, 559 A.2d at 919; *Marriott Corp.*, 799 A.2d at 207.

II. Issues on Appeal

Employees raise the following issues on appeal to this Court:⁵

I. The Trial Court abused its discretion . . . by failing to recognize that the Township [e]mployee [h]andbook[] was an ordinance, as it was codified into law pursuant to the Township’s passage, approval, recording, and publication of the resolution, which was adopted by the Township on July 9, 2003, by Resolution Number 70-03. . . .

II. The Trial Court abused its discretion . . . by indicating that [Employees] failed to set forth sufficient facts to support [(1)] that the Township violated [its] own employee and/or personnel policies and [(2)] that [Employees] took appropriate action to trigger action under the Township’s [e]mployee [h]andbook. . . .

III. The Trial Court abused its discretion in determining that the Court lacked subject matter jurisdiction due to a grievance policy under the [CBA], which does not apply to Township Supervisors. . . .

IV. The Trial Court abused its discretion . . . [by] indicat[ing] that [Employees] failed to assert their claims under a viable statute, meaning that the [PHRA] is the exclusive remedy for work[place] harassment, sexual harassment, and/or discrimination. . . .

⁵ “Our scope of review where a trial court sustains preliminary objections and dismisses a complaint is limited to determining whether the trial court committed an error of law or abused its discretion.” *Young v. Wetzel*, 260 A.3d 281, 286 n.7 (Pa. Cmwlth. 2021) (quoting *Kusher v. Woloschuk*, 123 A.3d 341, 344 n.3 (Pa. Cmwlth. 2015) (additional quotation marks omitted)).

Br. of Appellants at 11. We address the first and second issues together, as Employees did in their brief. *See id.* at 25.

III. Discussion

A. The Employee Handbook Conferred No Cause of Action

Regarding the employee handbook, Employees assert that it was enacted through a resolution that followed the same enactment process and therefore has the same force of law as an ordinance. Br. of Appellants at 25-27. They insist its provisions were intended to constitute a binding contract between the Township and its employees. *Id.* at 28-30. We cannot agree.

Assuming, without deciding, that the enactment process for Resolution #70-03 met the requirements for enacting an ordinance, that would not advance Employees' argument that the employee handbook constituted a contract. Regardless of the enactment process, the provisions of the employee handbook itself expressly preclude any such argument. As set forth more fully above, the employee handbook's introduction states in bold print that its provisions "**are provided as guidelines**" and that the employee handbook "**is not an employment contract or agreement.**" RR68. Moreover, both the introduction and the conclusion make clear that the Township has the right to amend the provisions of the employee handbook unilaterally at any time. *See id.*; RR97. These facts are not indicia of a contract. *See Bernstein v. Commonwealth*, 617 A.2d 55, 60 (Pa. Cmwlt. 1992) (quoting *Richardson v. Charles Cole Mem. Hosp.*, 466 A.2d 1084, 1085 (Pa. Super. 1983))⁶ (explaining that "an employer's unilateral act of publishing its policies did not

⁶ Although not binding on this Court, opinions of the Superior Court may be cited as persuasive authority where they address analogous issues. *Lerch v. Unemployment Comp. Bd. of Rev.*, 180 A.3d 545, 550 (Pa. Cmwlt. 2018).

amount to the ‘meeting of the minds’ required for a contract” because the “terms of the handbook were not bargained for by the parties and any benefits conferred by it were mere gratuities” and, moreover, the employer had unilaterally revised the employee handbook on two occasions)).

Accordingly, we conclude that the Trial Court made no legal error and did not abuse its discretion in determining that the employee handbook was not a contract conferring any right of action on Employees. Relatedly, we agree with the Trial Court that Employees could not plead facts that would negate the governing legal principle. Therefore, the Trial Court did not err in dismissing without allowing Employees leave to amend their complaint to plead additional facts relating to the employee handbook.

B. Applicability of the CBA

As stated above, the CBA is a contract between the Township and the defined bargaining unit. The Trial Court concluded that it lacked jurisdiction because Employees should have brought their action under the CBA. Employees maintain that this was error by the Trial Court, insisting the CBA is inapplicable to the Township Supervisors or to Kradel as a Township Supervisor. We disagree.

Employees sued both the Township and Kradel. Section 301(1) of the Public Employee Relations Act (PERA)⁷ provides: “‘Public employer’ means the Commonwealth of Pennsylvania, its political subdivisions including school districts *and any officer, board*, commission, agency, authority, or other instrumentality thereof. . . .” 43 P.S. § 1101.301(1). Thus, like the Township itself, the Township

⁷ Act of July 23, 1970, P.L. 563, *as amended*, 43 P.S. §§ 1101.101-1101.2301.

Supervisors, including Kradel, are within the definition of a “public employer” subject to the provisions of PERA.

Further, as our Supreme Court recently explained:

Under the plain language of PERA, ***whether arbitration is mandatory is not based on the party the employee files suit against or the relief the employee seeks***. Specifically, per Section 903, “[a]rbitration of disputes or grievances arising out of the interpretation of the provisions of a collective bargaining agreement is mandatory.” 43 P.S. § 1101.903. Thus, the requirement of arbitration is based on whether the dispute arises out of the interpretation of the collective bargaining agreement between the union and the employer and not . . . on the remedy sought by the employee.

Gustafson v. Am. Fed’n of State, Cnty., & Mun. Emps., Council 13, 349 A.3d 970, 983 (Pa. 2026) (emphasis added). *Gustafson* concerned a non-union member of a bargaining unit who sued the union for breaching its duty of fair representation in pursuing her grievance against the employer. Our Supreme Court held that the employer was an indispensable party, but more importantly for the instant matter, also held that because the dispute arose from the terms of a CBA, it had to be arbitrated. *Id.*

Kradel’s alleged conduct toward Employees was within the parameters of the CBA quoted above. *See* RR7 & RR 57. Therefore, it was subject to arbitration. The Trial Court correctly so held. Accordingly, the Trial Court also correctly concluded that it lacked jurisdiction over Employees’ claims because those claims were subject to mandatory binding arbitration under PERA and the CBA.⁸

⁸ The Trial Court ought properly to have considered its jurisdiction first, and having concluded that it lacked subject matter jurisdiction, should not have considered the preliminary objections demurring on the basis of the legal insufficiency of Employees’ claims asserted under the employee handbook. However, as the Trial Court ruled correctly in determining its lack of

C. Applicability of the PHRA

The PHRA is the exclusive avenue, at least initially, for pursuing claims of workplace discrimination based on status as a member of a protected class. *Clay*, 559 A.2d at 919; *Marriott*, 799 A.2d at 207. However, where the conduct at issue also violates a CBA, the CBA claim can proceed alongside the administrative complaint to the PHRC, with the caveat that the CBA claim does not substitute for the requirement of filing an administrative complaint with the PHRC. *See Frog, Switch & Mfg. Co. v. Pa. Hum. Rels. Comm’n*, 885 A.2d 655, 666 (Pa. Cmwlth. 2005) (explaining that “[b]ecause labor arbitrations are akin to ‘private administrative agencies’ and the [PHRC] is charged . . . with adjudicating claims under the PHRA, . . . the General Assembly did not intend any arbitration award to have a preclusive effect on claims of discrimination brought pursuant to the PHRA”); *accord Phila. Hous. Auth.*, 956 A.2d at 486-87 (concluding that an arbitrator’s award interpreting a collective bargaining agreement could not be enforced where it undermined the stated public policy of the PHRA in that, if forced to honor the arbitration award, the employer would not be complying with the PHRA).

As set forth above, the prohibition of discrimination on the basis of one’s sex in Section 5(a) of the PHRA, 43 P.S. § 955(a), includes a prohibition of severe or pervasive sexual harassment that creates a hostile work environment. *Phila. Hous. Auth.*, 956 A.2d at 484. Here, although Employees did not base their claims on the PHRA, Kradel’s alleged directives to Employees not to be seen “chasing,” “screwing,” or making sexual advances toward a female Supervisor, RR5, might colorably fit with the prohibitions in Section 5(a) of the PHRA.

jurisdiction and dismissing the complaint with prejudice, any error in addressing the preliminary objections of legal insufficiency was harmless.

However, Employees' claims relating to safety violations and general harassment by Kradel did not allege that Employees belonged to any protected class in relation to those claims. Therefore, only Kradel's remarks regarding conduct toward the female Supervisor potentially implicate the PHRA.

The Trial Court was not fully clear on the extent of its conclusion concerning its lack of jurisdiction of Employees' claims arising under the PHRA; it appears to have concluded that all of Employees' claims were subject to the exclusive administrative process provided by the PHRA. *See* 1925 Op. at 8. This was legal error, at least regarding Employees' claims raising general harassment and safety issues, which were not connected to any alleged protected class addressed in the PHRA. However, we need not consider further which of Employees' claims were and were not subject to the Trial Court's jurisdiction on this basis, as we have previously determined that the Trial Court properly dismissed the complaint with prejudice on other grounds. Accordingly, any error by the Trial Court in this regard was harmless.

IV. Conclusion

Based on the foregoing discussion, the Trial Court's order dismissing the complaint with prejudice is affirmed.

CHRISTINE FIZZANO CANNON, Judge

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

Timothy Manuel, William Chuba,	:	
and Lucas Langer,	:	
Appellants	:	
	:	
v.	:	
	:	
Connoquenessing Township	:	
and Ricky Kradel, individually	:	
and in his capacity as Township	:	No. 956 C.D. 2025
Supervisor	:	

ORDER

AND NOW, this 19th day of October, 2026, the March 20, 2025 order of the Court of Common Pleas of Butler County is AFFIRMED.

CHRISTINE FIZZANO CANNON, Judge