

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

TEAMSTERS LOCAL 776 :
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 v. : CASE NO. PERA-C-24-249-E
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 YORK COUNTY :
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PROPOSED DECISION AND ORDER

On November 5, 2024, Teamsters Local 776 (Union) filed with the Pennsylvania Labor Relations Board (Board) a charge of unfair practices against York County, the York County Prison Board, and Warden Adam A. Ogle (collectively "County"). In the charge, the Union alleges that the County violated Section 1201(a)(1), (3), and (5) of the Public Employee Relations Act (Act or PERA). The Union specifically alleged that the Warden of the York County Prison (Prison or Jail) violated the Act by creating and filling a new position and adding additional responsibilities to corrections officers (COs) without bargaining which discouraged Union membership. The Union further alleged that, by these actions, the County discriminated against employees and repudiated the parties' Collective Bargaining Agreement (CBA).

On November 19, 2024, the Secretary of the Board issued a letter declining to issue a Complaint. On December 9, 2024, the Union filed exceptions. On January 9, 2025, the Union filed a supporting brief. On January 15, 2025, the Secretary of the Board issued a letter informing the Complainant that it alleged additional facts that were not contained in its original charge, requiring a supporting affidavit, which was not included in the exceptions or supporting brief. On January 24, 2025, the Union's Attorney filed an affidavit outlining the events leading to the charge and verifying the additional allegations made in its exceptions and supporting brief.

On February 18, 2025, the Board issued an Order Directing Remand to the Secretary to Issue a Complaint. On March 12, 2025, the Secretary of the Board issued a Complaint and Notice of Hearing designating a hearing date of June 11, 2025, in Harrisburg. The hearing was continued at the request of the Union to permit time for further settlement discussions, and it was rescheduled for November 3, 2025. During the hearing on that date, the Union and the County were given a full and fair opportunity to present testimony, documents, and cross-examination. The Union and the County filed post-hearing briefs in support of their respective positions on March 9, 2026.

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

FINDINGS OF FACT

1. The County is a public employer within the meaning of Section 301(1) of PERA. (N.T. 7)
2. The Union is an employe organization within the meaning of Section 301(3) of PERA. (N.T. 7)

3. The Prison is a large building that is approximately 1/4 of a mile in length. In the late 1990s, the County began housing INS detainees at the Prison. At some point, the INS contract expired, the Prison no longer housed INS detainees, and significant space within the Prison became available. Thereafter, several different departments moved into the Prison building, such as the Morgue, the Coroner's Office, the Juvenile Detention Center (JDC), and the Work Release Program, to make better use of taxpayer money. The Work Release Program is staffed by COs inside the Prison, whereas the Morgue, Coroner's Office, and JDC are not staffed by COs, and COs have no interaction with those departments. The Youth Development Center is in a different building across a corn field from the Prison. (N.T. 16-17, 22-23, 43, 47, 91-93)

4. The female wing of the Prison has a sallyport with a checkpoint operated by a CO. In the past, the area outside the secured female wing was used for female work release, female minimum security, and female ICE detainees. In 2022, the County began constructing the Central Booking Center in that space. The booking of detained, pre-arraigned perpetrators was formerly stationed at the Courthouse in downtown York City 3 miles from the Prison. Booking has always been done by the Deputy Sheriffs. (N.T. 22-23, 27-29, 46, 91-93, 140-150)

5. On September 26, 2024, Warden Adam Ogle issued a memo informing staff that the new Booking Center was opening on October 1, 2024. The memo further provided post orders for COs posted to the visiting checkpoint at the sallyport outside of Central Booking. (N.T. 21-22, 101; UX-1)

6. The memo states, in relevant part, the following:

- a. This job will be very similar to any of our visiting/check point post[s] except this officer **WILL BE ARMED**. Staff working this post will ensure that visitors to Booking or to our secure facility (i.e., attorneys or official visitors entering through the Female Sally Port) have passed the metal detector.
- b. Similar rules will apply at the Booking Check Point that apply in all visiting areas. The only additional change is that staff must also check bags with a scanner instead of just opening up and looking inside (this is a quick and easy process and a deputy can train anyone in just a few minutes).

1. We will be identifying staff who we believe would do a great job over there and will represent us in a good light to the public.

- a. This staff member will be working in close proximity to Booking staff and will need to be CJIS compliant.

- b. If you have any interest in Booking, please let us know....

2. One Admissions staff member will occasionally be working in the Booking Center as well, only their main job will be taking care of property inventory instead of waiting until they come through our

Admissions area to log it. The workflow should be much easier this way, and this staff member need[s] to be CJIS compliant as well.¹

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(UX-1) (emphasis original)

7. On September 27, 2024, Shane Weaver, Business Agent for the Union, emailed Warden Ogle and stated, in relevant part, as follows:

I am writing on behalf of the Teamsters Union to formally object/protest to the recent decision to have Corrections Officer Teamsters perform the duties traditionally handled by Sheriff's Department Teamsters. As you know, these two units are covered under separate collective bargaining agreements, each with distinct qualifications and procedural requirements, as mandated by labor law.

Our primary concerns are as follows:

1. Separate Bargaining Agreements: The Sheriff's Department and Corrections Officers are governed by distinct collective bargaining agreements, and the union was not consulted or engaged in negotiations regarding this significant change. This is a clear violation of established protocols.

2. Training by Sheriff's Department Employees: We object to the Corrections Officers being trained by Sheriff's Department employees. This undermines the specialized training that Corrections Officers are required to receive and complicates the delineation of responsibilities between the two units.

3. Emergency Response in Booking: There is ambiguity as to who would be responsible for responding to an emergency in the booking area. This poses a significant safety and operational concern, as Corrections Officers and Sheriff's Department staff have different training and roles in such scenarios.

4. Grievance Process: Corrections Officers are entitled to the grievance process, whereas Sheriff's Department employees are not. This creates a disparity that could cause confusion and operational inefficiencies, and it violates the protections that Corrections Officers are entitled to.

5. Staff Selection: The administration's decision to handpick staff based on perceived qualifications without offering the opportunity to all officers is unacceptable. The Union insists that any such positions should be open for all officers to apply, ensuring a fair and transparent process.

6. Corrections Officers in the Booking Center: The Union strongly objects to Corrections Officers being assigned to work in the booking center if those positions are intended for Sheriff's Department Personnel. This is a misallocation of roles and

¹ The record does not indicate what CJIS stands for.

responsibilities that risks undermining the integrity of both units.

7. **CJIS Compliance:** We object to not offering CJIS compliance training to all officers, which further limits their potential qualifications and opportunities.

Historically, YCP admissions officers handled the intake of new individuals prior to the establishment of the judicial center and central booking. The separation of duties between the Sheriff's Department and Corrections Officers should remain intact, and these recent actions blur that critical distinction.

We urge the administration to respect the agreements in place and to engage the union in discussions before making any further changes. We are open to scheduling a meeting to resolve this matter appropriately.

(UX-2) (emphasis original)

8. There is no bidding procedure at the Prison. Management has always selected applicants for post assignments for the COs based on longevity, seniority, qualifications, and character. (N.T. 60-61, 105)

9. Prior to October 1, 2024, Deputies transported the detainees, who have been committed, from the Courthouse in downtown York to the main admissions gate at the Prison. After October 1, 2024, police officers bring arrestees to a separate garage entrance into an area where Deputies take possession of the arrestees who are scanned and screened before entering the sallyport to the Booking Center. (N.T. 33-36, 125-127)

10. The new Booking Center opened at the Prison on 10/1/2024. The Booking Center at the Prison is operated by Deputy Sheriffs. The Booking Center has holding cells for pre-arraigned detainees. The control room in the Booking Center is operated by a Deputy Sheriff. A CO is posted within the Booking Center in a separate office to pre-admit inmates by logging their property inventory and by completing computer registrations and other admission paperwork for detainees inside holding cells within Booking. This speeds up the admissions process and is the same work that other COs are doing inside the Jail. Instead of waiting for groups of committed inmates to be registered and admitted at one time, creating backlogs, the CO in Booking can admit them one at a time and the Prison can keep up with registrations and inventorying property. There is also a registered nurse in Booking who starts the medical screening immediately. There was no CO post inside Central Booking prior to October 1, 2024. (N.T. 18-19; 33-36, 73-74, 77, 81-84, 96-97, 101-105, 119-123; UX-1)

11. A different, second CO is posted at the public, visiting entrance by the sallyport entrance to the secure female part of the Prison. A CO has always been posted at that sallyport. This CO screens visitors, attorneys, and probation officers before allowing them to enter the sallyport to the secure part of the female prison. The public entrance CO is not posted inside or part of the Booking Center. The Booking Center has a locked door with a keypad separating it from the public lobby and the CO checkpoint. There is no access to Booking from the lobby where the CO is posted. This CO does not bring detainees into the Booking Center or the Jail; the Deputies bring detainees into Booking through the garage sallyport entrance. The lobby

sallyport permits visitors of female prisoners to enter directly into the visiting center for female prisoners as opposed to entering through the main gate of the Jail and being exposed to inmates. This CO post will exist regardless of where Central Booking is located because the Prison has to use the sallyport. (N.T. 37, 73-74-77, 93-95, 122-123, 136, 143, 149-153)

12. The CO at the public entrance outside of Booking and the CO in the admissions office inside of Booking are performing traditional CO bargaining unit work. The sallyport CO screens visitors planning to enter the secure part of the female wing of the Jail. Only a CO can let a person, including Deputies, inside a secure part of the Jail. The admissions CO inside Booking does not ever assist Deputies with booking duties. (N.T. 101-105, 109-110, 124)

13. At the Prison Board meeting on October 9, 2024, Sheriff Richard Keuerleber explained that the Booking Center is the same at the Jail as it was at the Courthouse and that it was just moved to a different location at the Prison. Also at that meeting, Mr. Weaver learned that the Warden and the Sheriff entered into a Memorandum of Understanding (MOU) concerning operations in the Booking Center, which had been approved by the Prison Board on June 12, 2024. Mr. Weaver requested a copy of the MOU on October 15, 2024. (N.T. 38-41; UX-3)

14. The MOU provides in relevant part as follows:

This MOU sets the terms and understanding between the York County Prison and the York County Sheriff's Office for expectations of assistance with Central Processing detainees during emergency situations or who need transportation to emergency medical facilities for medical clearance prior to acceptance within the York County Central Processing Center or the York County Prison.

EMERGENCY SERVICES

The York County Prison agrees to assist the York County Sheriff Deputies working in the Central Processing Division during any emergency situations or conditions, such as fire, active shooter, mental health subject, physically combative subject, or any situation that involves the imminent threat of harm to staff or detainee. Detainees without a commitment or detainer for incarceration shall remain in the custody of the York County Sheriff's Office with the assistance of the York County Prison as deemed necessary and reasonable to maintain a safe working environment and remain in control of all detainees. Any detainee with a commitment or detainer may be paced under the full control of the York County Prison for incarceration at any given time when deemed necessary to fulfill the execution of the commitment or detainer.

MEDICAL TRANSPORT SERVICES

The York County Prison shall assist with transports to medical facilities for clearances needed to be incarcerated or temporally [sic] confined for purposes of processing on summary or criminal matters in a confinement facility (clearance for lockup). When a detainee is without a commitment or detainer, this will involve one (1) staff member compliment per transport to accompany one (1)

Sheriff's Deputy. The Deputy shall ultimately be responsible for each detainee, and the Prison staff member shall be responsible for aiding the deputy in the event of an emergency or any situation that involves the imminent threat of harm to staff or detainee. When a detainee has a commitment or detainer, the York County Prison shall supply the appropriate manpower deemed necessary to conduct the transport and the detainee shall be under full control of the York County Prison.

USE OF FORCE POLICES [SIC]

Any assistance provided shall be under the auspices of prison policy, capabilities, and training. In situations that involve[] the potential immediate harm to staff or detainee, responsible force may be applied under the York County Prison Use of Force Policy; meaning that all force utilized must be justified by the staff member applying force based on their decision and training. York County Sheriff Deputies shall act in accordance with the Use of Force Policies and Procedures set forth by the York County Sheriff's Office.

(UX-3) (emphasis original)

15. The MOU provides that a CO would assist a Deputy on medical transports of pre-committed detainees. Prior to October 1, 2024, only Deputies would handle medical transports and hospital coverage for pre-committed detainees. If the detainee was committed while in the hospital, then the Prison would send 2 COs to relieve the Deputies. Prior to October 1, 2024, only COs transported Prison inmates. (N.T. 44, 51-52, 81-84, 132)

16. The MOU provides that the COs have custody and control over committed inmates and that Deputies have custody of pre-committed detainees. COs follow the Prison's Use-of-Force Policy and Deputies follow the Sheriff's Use-of-Force Policy. There is no joint use-of-force Policy. (N.T. 45-46, 49, 61, 64; UX-3) ²

17. COs receive different training at a different location than the Deputies; there is no cooperative training. When an inmate is admitted to the Prison and goes to a hospital, 2 COs escort the inmate; 1 CO carries a firearm while the other CO handles the inmate. (N.T. 49-50)

18. Pre-committed detainees in the Booking Center are not inmates. The commitment order transfers care, custody, and control over the committed inmate to the Prison. When a pre-committed detainee gets committed by the Court while at the hospital, the Prison sends another CO to relieve the Deputy. (N.T. 51-52)

19. On October 16, 2024, the Union filed Grievance No. 93926. The Grievance alleges, in relevant part, the following:

² The policies addressing Use of Force, Use of Restraints, and Transportation of Inmates for the Sheriff's Office were not offered or admitted into the record for comparison.

This grievance is being filed to address the issue of non-corrections officers performing duties in the booking area of the York County Prison. The tasks being carried out include processing new admits, transporting perpetrators to and from medical facilities, and managing entrance door security, providing emergency response security, among others. These functions fall under the responsibility of Corrections Officers, as outlined in Article 1 of the Corrections Officers' Collective Bargaining Agreement, along with any other relevant articles. REMEDY: The Union requests that all work in the booking area be immediately assigned to Corrections Officers in accordance with the collective bargaining agreement. All work in the booking area should be performed exclusively by Corrections Officers, with appropriate staffing and assignments made to comply with the collective bargaining agreement.

(UX-7)

20. Mr. Weaver filed the Grievance because COs were not given new jobs booking detainees under the roof of the Prison allegedly in violation of the CBA. (N.T. 65)

21. At some point after October 1, 2024, Deputy Gordon Johnston conducted training among the people working in Booking on how to respond to incidents regarding detainees to prevent confusion between Deputies and COs. Also, since October 1, 2024, COs have accompanied Deputies during medical transports without incident. The medical transport COs are not the same COs posted at the public entrance to the sallyport or the admissions office inside Booking. (N.T. 78, 81-84, 129)

22. Warden Ogle credibly testified that the Prison does not intend for its COs at the admission post inside Booking to use any force until the detainee has been committed and is under the authority of the Prison and its COs. (N.T. 97)

23. Inside Booking, 3 of the holding cells belong to the Prison for inmates who have been committed. Once committed, inmates are under the care, custody, and control of COs. If an inmate refuses to exit his/her cell or starts a fight, a planned Use of Force Response Team, called SORT, is dispatched to deal with the inmate. COs in Booking do not interact with a pre-committed detainee in civilian clothes. There is a separation of duties between the CO and the Deputies in Central Booking. Neither the CO nor the Deputies in Central Booking have weapons. Only the CO at the sallyport outside Booking has a weapon. (N.T. 97-98, 108)

24. If there is a serious emergency, such as a potential loss of life situation or someone starts a fire, management wants "all hands on deck" to save the life or otherwise eliminate the emergency in Central Booking, regardless of the status of the detainee. If a fire erupts in other areas inside the Prison walls but separate from COs, like the JDC, the Morgue, or the Re-entry Opportunity Center, COs will respond as expected of a criminal justice organization. (N.T. 98-99)

25. Since October 1, 2024, if an inmate has been committed, remains in a holding cell in Central Booking, and requires a medical transport, 2 COs will take the inmate to the hospital. If the detainee has not been committed, Warden Ogle agreed with Sheriff Keuerleber that a CO would support a Deputy

Sheriff transport. There is often a bedside arraignment of a detainee at a hospital. Prior to October 1, 2024, COs would be sent to the hospital to take over from the Deputies. The Prison would have to scramble to dispatch COs to the hospital and get other COs to cover their post inside the Jail. The Warden credibly testified that sending a CO with the Deputy on the detainee transport is more efficient. (N.T. 11-112, 130, 137)

26. Warden Ogle also credibly testified that, during a detainee transport, the Deputy is not supervising the CO. The Deputy is the one with the weapon and deciding when and how to use force, not the CO. The CO is there to take over upon arraignment. COs are not to use force during a medical transport with a Deputy and will follow the Prison's Use-of-Force Policy as if only COs were involved in the transport, if necessary. COs will be evaluated under the Prison's Use-of-Force Policy only. Deputies will follow their own Use-of-Force Policy. (N.T. 113-117, 133-134)

27. Since October 1, 2024, there have been no incidents resulting in discipline of any CO based on anything that occurred in Central Booking or during a detainee transport. In the 13 months since October 1, 2024, and the hearing date, no incidents or issues have arisen between COs and Deputies on a coordinated medical transport. (N.T. 118, 147)

28. Warden Ogle credibly testified that management discussed the Union's concerns about Central Booking at 2 labor-management meetings, during which he asserted that there was no difference between pre- and post-October 1, 2024 booking operations. Mr. Weaver also had discussions about Central Booking with the Prison's Deputy Warden. The County did not negotiate a resolution with the Union. (N.T. 121-122, 141-143, 164)

DISCUSSION

Initially, although the Union charged the County with violating Section 1201(a)(3) of the Act, the Union did not include any legal arguments in support of that violation in its post-hearing brief. Thus, the Union waived its claims under Section 1201(a)(3) of the Act.

Alternatively, in a discrimination claim, the complainant has the burden of establishing that the employe(s) engaged in protected activity, that the employer knew of that activity and that the employer took adverse employment action that was motivated by the employe's involvement in protected activity. St. Joseph's Hospital v. PLRB, 473 Pa. 101, 373 A.2d 1069 (1977). Motive creates the offense. PLRB v. Stairways, Inc., 425 A.2d 1172 (Pa. Cmwlth. 1981). This record is devoid of substantial, competent evidence to support a conclusion that the County unlawfully retaliated against bargaining unit members for engaging in known protected activities. Thus, the Union's claims under Section 1201(a)(3) of the Act are hereby dismissed.

The Union argues that the County violated Section 1201(a)(5) of the Act by giving CO work to the Sheriff's Deputies and by unilaterally redefining the bargaining unit by creating positions and assigning duties to them, thereby removing work from the bargaining unit. (Union Brief at 7-8). The Union contends that, now that the Central Booking area is physically inside the Jail perimeter with the same access points, detention control systems and infrastructure, the positions and duties required to operate Booking belong to COs, not Deputies. The Union contends that the County gave positions and duties to non-bargaining unit personnel inside the Jail perimeter, which by

definition belong to the CO bargaining unit, without negotiating with the Union or seeking approval from the PLRB. (Union Brief at 7-9).

In support of this position, the Union cites to Allentown Education Association and Allentown Secretarial Educational Support Personnel Association v. Allentown City School District (Allentown), PERA-C-14-408-E, PERA-C-14-409-E, PERA-C-14-421-E (Final Order, 2018), and Chichester Education Ass'n v. Chichester School District, 54 PPER 19 (PDO 2022). (Union Brief at 8-9). In both cases, the employers created administrative positions and assigned them work that was formerly done by bargaining unit members. The Allentown Board held that a public employer cannot remove employes from a bargaining unit under the guise of reclassification while continuing to perform unit work without petitioning the Board for removal after assigning additional supervisory responsibilities. Allentown, supra (citing Public Utility Commission, 20 PPER 20047 (Final Order, 1989)). In this context, the Allentown Board concluded as follows:

where any of the duties of the [new administrators] were previously performed by the bargaining unit employes, the District committed an unfair practice by unilaterally making such an assignment without having submitted the matter to the collective bargaining process or to the Board through a unit clarification proceeding. It is well-established that in the absence of an agreement with the Union or a unit clarification petition filed with the Board, the fact that any bargaining unit work is being performed by the [new administrators], who have been unilaterally deemed outside the bargaining unit by the District, is a *per se* unfair practice committed by the District. (citations omitted).

Allentown, supra, at 8 (emphasis original). Allentown and Chichester, however, are inapposite.

In this case, the County did not create new positions under the guise of reclassification and did not reassign bargaining unit work to those positions. The COs never performed the work that is performed in Central Booking. Only the Sheriff's Deputies performed that work. The fact that the Deputies are now performing those same duties within the Prison perimeter does not convert their work with pre-arraigned detainees into CO work anymore than other non-CO work is performed within the perimeter of the Jail in the JDC, the Morgue, and the Coroner's Office. The Deputies cannot and do not admit anyone into the secure part of the Prison; only COs can let people into the secure part of the Jail. Only COs register and admit committed inmates, not Deputies.

Indeed, the new admissions CO position is an additional bargaining unit position doing bargaining unit admissions work. The Union is seeking to take over all of the Central Booking work historically and exclusively performed by the Deputies simply because the Deputies now perform their duties in close proximity to the secure part of the Jail. The employer has the prerogative to determine the location where its employes perform their duties. In establishing an unfair practice for the removal of bargaining unit work, a union has the burden of proving that the employer unilaterally transferred or assigned work exclusively performed by the bargaining unit to a non-unit employe(s). City of Allentown v. PLRB, 851 A.2d 988 (Pa. Cmwlth. 2004), or an identifiable proportion or quantum of the shared duties. AFSCME, Council 13 v. PLRB, 616 A.2d 135 (Pa. Cmwlth. 1992). In this case, COs never booked pre-arraigned detainees delivered to the Deputies by police.

The Union further argues that the Prison and the County violated Section 1201(a) (5) by refusing to bargain the terms of a new position created within the Prison and the transfer of bargaining unit work to individuals outside the CO bargaining unit which altered past practices regarding the assignment of duties. (Union Brief at 9-10). As previously argued, the Union contends that any work within the physical space of the Prison is the responsibility of COs per Article 1 of the CBA between the COs and the County. The Union asserts that this clause of the CBA was violated when the County opened the new Central Booking facility in the Prison and employed Deputies in Central Booking instead of COs.

The CBA was not introduced or admitted into the record. Thus, there is no record evidence of what Article 1 of the CBA provides. Moreover, the County does not have an obligation to bargain decisions over allocating workspace for various departments and their employees. Again, the record does not support the conclusion that the Prison transferred CO work to the Deputies simply because the Deputies now work within the Prison Complex beyond the secure part of the Jail.

The Union also maintains that, under the balancing test in PLRB v. State College Area School District, 461 Pa. 494, 337 A.2d 262 (1975), the County's unilateral changes have a direct effect on wages, hours, and working conditions that outweigh any managerial interests and those changes significantly hinder the efficient operation of pre-arraignment Central Booking. (Union Brief at 11-14). The decision to give shifts in Central Booking to the Deputies resulted in work, hours, and wages being taken from the COs. (Union Brief at 12-13).

Again, the record belies the Union's argument. There was no work taken from COs. The COs never performed Central Booking work. In fact, the COs received additional work and an additional position in the admissions office within the Central Booking area. Under the Union's theory, had Central Booking been relocated to the Youth Development Center across the corn field, those Youth Development employees would be entitled to take over the booking work from the Deputies. Moreover, had the County reassigned the Central Booking work to the COs, the Deputies would have filed a charge over the removal of their bargaining unit work.

Deputies maintain control of pre-committed detainees. The Union posits that the MOU requires the COs to assist the Deputies as reasonable and necessary in Central Booking. (Union Brief at 12-13). Also, when pre-committed detainees are taken to the hospital, COs and Deputies are "forced" to work together for the medical transport instead of Deputies retaining complete control outside of the Prison. (Union Brief at 12-13). The Union contends that the combination of the two different departments creates an ineffective workspace that puts everyone involved in greater danger by involving 2 separate use-of-force policies, one for Prison COs and another for Deputies, creating safety issues and concerns. (Union Brief at 13-14). It is unsafe, argues the Union, to require COs to respond to situations without clarity and the fact that such a situation has not yet arisen does not eliminate the danger. (Union Brief at 13-14). The Union contends that this confusion places the bargaining unit COs at greater risk of discipline and an increased risk of physical harm. The unilateral decision to require COs to assist Deputies in Central Booking and during medical transports creates a dangerous and confusing work environment that requires bargaining under the balancing test set forth in State College, supra. (Union Brief at 14).

The State College Court concluded as follows:

Where an item of dispute is a matter of fundamental concern to the employees' interest in wages, hours and other terms and conditions of employment, it is not removed as a matter subject to good faith bargaining under section 701 simply because it may touch upon basic policy. It is the duty of the Board in the first instance and the courts thereafter to determine whether the impact of the issue on the interest of the employee in wages, hours and terms and conditions of employment outweighs its probable effect on the basic policy of the system as a whole.

State College, 461 Pa. at 507, 337 A.2d at 268.

In applying this standard, the Board has stated that as follows:

[A]n employer's work rule constitutes a legitimate exercise of managerial policy if the employer can show that the rule is on its face: (1) narrowly tailored to substance, to meet with particularity only the employer's legitimate and necessary objectives, without being overly broad, vague or ambiguous; and (2) appropriately limited in its applicability to affected employees to accomplish necessarily limited objectives.

International Union of Operating Engineers, Local 542 v. Upper Southampton Township, 36 PPER 112 (Final Order, 2005).

The selection and direction of personnel is a managerial prerogative under Section 702 of PERA. 43 P.S. §1101.702. The Prison has a managerial prerogative to assign a CO to Central Booking to admit committed detainees into the Prison to reduce the backlog of admissions that can overwhelm the admissions COs inside the Jail. Management has historically retained the right to select and assign personnel, without a contractual bidding procedure, and to determine qualifications.³ Indeed, the record shows that the additional admissions CO posted in Central Booking has proven to be successful and productive in reducing admissions backlogs inside the Prison.

Although the admissions CO is posted close to the Deputies, the CO works in a separate office space, and his admissions work does not overlap with the work of the Deputies. The impact on the admission CO's terms and conditions of employment by being posted in Booking is minimal and is outweighed by management's legitimate interests in efficiently and effectively meeting one of its core objectives of processing and registering committed inmates in a manner that prevents backlogs in admissions inside the Prison.

The Union contends that the MOU requirement, that COs join with Deputies when reasonable to handle emergencies involving detainees under different use-of-force rules, creates confusion, interference, and safety concerns, as well as concerns over possible discipline. The MOU provides, in relevant part, the following:

³ The Union's brief did not contain an argument concerning CJIS compliance or the availability of CJIS training to all COs.

The York County Prison agrees to assist the York County Sheriff Deputies working in the Central Processing Division during any emergency situations or conditions, such as a fire, active shooter, mental health subject, physically combative subject, or any situation that involves the imminent threat of harm to staff or detainee. Detainees without a commitment or detainer for incarceration shall remain in the custody of the York County Sheriff's Office with the assistance of the York County Prison as deemed necessary and reasonable to maintain a safe working environment and remain in control of all detainees.

(F.F. 14).

The record shows that Prison management expects SORT COs to respond to emergencies in areas of the Prison that are not staffed by COs because COs are a criminal justice body. Responding to emergencies in other areas of the Jail would not involve coordinating with other law enforcement personnel operating under different policies and protocols, as would be the case with COs and Deputies. The record, however, shows that there is no confusion over use-of-force policies in the Central Booking area. Deputies apply their own policy to pre-committed detainees. The COs on the SORT teams apply the Prison's Use-of-Force Policy to committed inmates in the Booking Center. The admissions CO in Booking does not use force. Factually there have been no overlapping or cooperative responses to emergencies in Booking between the Deputies and COs, and there have been no actual changes in the way SORT COs use force on inmates or the way Deputies use force on detainees.

Deputies are responsible for emergencies involving a pre-committed detainee under the Sheriff's policies. COs assisting Deputies apply Prison policies. There is no confusion or conflict that would compromise safety. Prison management would investigate an incident and evaluate a CO under Prison policies not the Sheriff's policies. As long as COs follow their own policies, there is no conflict or confusion or disciplinary consequences. Moreover, Deputy Johnston conducted a training among the people in the Booking Center on emergency response to prevent the possibility of confusion.

Certainly, Jail management has a strong interest in eliminating emergencies by directing "all hands on deck." Absent record evidence that the cooperative handling of emergencies causes conflict or confusion compromising safety, management's interest in having "all hands on deck" outweighs the Union's speculative claims of confusion and safety issues. Additionally, the Sheriff's policies were not offered into the record. Although the Sheriff's Office has its own Use-of-Force Policy, the record does not establish that the substantive protocols in those policies are different than the substantive provisions contained in the Prison's policies, especially where neither Deputies nor COs have weapons in Booking.

The Union similarly argues that the assignment of COs to accompany Deputies during medical transports of detainees negatively impacts COs' working conditions. The Union contends that, because the CO and the Deputy are both required to follow different managerial directives in the event of a crisis during detainee transport, confusion about which officer is in command and about which managerial directive should be followed could result in exposing the CO to discipline for not following Prison policy. However, the record does not support the conclusion that confusion has resulted in the past or would in the future creating a clash between the Deputy and the CO

during transport operations or discipline if the CO does not follow Prison policy.

Warden Ogle credibly testified that prior to October 1, 2024, Deputies would transport detainees to a hospital where there would be a bedside arraignment and the Prison management would scramble to get 2 COs to relieve the Deputy upon the Court issuing a commitment order. This also had the domino effect of causing management to get another 2 COs to cover the posts left vacant by the COs sent to the hospital. The Warden credibly testified that it is more efficient for Prison operations to have a CO go with the Deputy at the outset already at the hospital to take custody of the detainee, now inmate. This assignment of personnel to make Prison operations more efficient is a core managerial function.

Moreover, Warden Ogle also credibly testified that, during a detainee transport, the Deputy is not supervising the CO. The Deputy has custody of the detainee. The Deputy is the one with the weapon and deciding when and how to use force, not the CO. The CO is there to take over upon arraignment. COs do not, and are not supposed to, use force during a medical transport on the way to the hospital with a Deputy. The Deputy will apply the Sheriff's Use-of-Force Policy. Once the detainee becomes an inmate at the hospital, the CO has custody of the inmate, and he will follow the Prison's Use-of-Force Policy as if only COs were involved in the transport, if necessary. COs will be evaluated under the Prison's Use-of-Force Policy only. There is no confusion about which management directive to follow or when the Deputy or the CO has custody and control over the detainee/inmate.

Since October 1, 2024, there have been no incidents resulting in discipline of any CO based on anything that occurred in Central Booking or during a detainee transport. In the 13 months since October 1, 2024, and the hearing date, no incidents or issues have arisen between COs and Deputies on a coordinated medical transport. Thus, the Prison's strong interest in improving the efficient use of staff outweighs the minimal impact on COs' conditions of employment as a result of management's assignment of COs to accompany Deputies on medical transports of detainees.

As it argued under Section 1201(a)(5) of PERA, the Union again argues that the Prison violated Section 1201(a)(1) of PERA by unilaterally excluding a new position from the bargaining unit, without agreement from the Union or an order from the Board, when it unilaterally shifted bargaining unit work to non-bargaining unit members. (Union Brief at 15-16).

The Union quotes from Article 1 of the CBA and argues that all work done within the four walls of the Prison is the bargaining unit work of the COs and that, once Central Booking was relocated to the Prison Complex, the Booking of detainees became bargaining unit work of COs within the Prison. (Union Brief at 16-17). The Union asserts that the relocation of Booking to the Prison and operated by Deputies caused the clear-cut demarcation between Deputy and CO responsibilities to disappear. The Union maintains that the Prison violated Section 1201(a)(1) of PERA when it staffed jobs within the Prison with Deputies instead of COs, diverted bargaining unit work, and repudiated the CBA.

Article 1 of the CBA is not part of the record in this case and thus cannot provide a basis for the Union's interpretation of it here. Also, the interpretation of Article 1 of the CBA requires an arbitration proceeding, especially where the Article 1 language quoted in the Union's brief does not

clearly support the Union's interpretation that anyone employed at the Prison Complex must be in the CO bargaining unit. When a complainant charges a bargaining violation under Section 1201(a) (5) that is not sustained, the same set of facts and circumstances cannot constitute an independent violation of Section 1201(a) (1). I will, however, analyze the Union's claims under Section 1201(a) (1) independently for purposes of Board review.

Section 1201(a) (1) prohibits an employer, their agents, or their representatives from "[i]nterfering, restraining or coercing employes 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 in light of the totality of the circumstances, the employer's actions have a tendency to coerce a reasonable employe in the exercise of protected rights." Fink v. Clarion County, 32 PPER ¶ 32165 at 404 (Final Order, 2001); Northwest Area Educ. Ass'n v. Northwest Area Sch. Dist., 38 PPER 147 (Final Order, 2007). The complainant does not have the burden to show improper motive or that any employes have in fact been coerced. Pennsylvania State Corrections Officers Ass'n v. Commonwealth of Pennsylvania, Department of Corrections, Pittsburgh SCI, 35 PPER 97 (Final Order, 2004). However, an employer does not independently violate Section 1201(a) (1) where, on balance, its legitimate reasons justifiably outweigh concerns over the interference with employe rights. Ringgold Education Association v. Ringgold School District, 26 PPER 25155 (Final Order, 1995).

Under the totality of the circumstances in this case, a reasonable CO in the bargaining unit would not be coerced in the exercise of his/her statutory rights because the Prison and the County relocated non-bargaining unit Deputies to Central Booking at the Prison Complex and outside the secure part of the Prison. Indeed, the establishment of Central Booking at the Prison Complex resulted in the addition of another CO position to admit recently committed detainees and to prevent a backlog that can develop at interior admissions when groups of detainees are committed by the Court.

Additionally, the County and the Prison had legitimate reasons for relocating the Deputies to the Prison Complex for Central Booking that outweigh any concerns that bargaining unit members may have been coerced over not having taken over the Central Booking work historically performed by Deputies. The record shows that, in order to effectively utilize taxpayer money, the County consolidated various departments that were spread out in different buildings and relocated them to the excess space in the Prison Complex that became available when the INS contract expired. Relocating the Deputies in Central Booking from the Courthouse was part of that effort. Accordingly, the Prison and the County did not violate Section 1201(a) (1) when it relocated Deputies to operate Central Booking at the Prison Complex, outside the secure part of the Prison, without transferring the Deputies' bargaining unit work to the COs.

CONCLUSIONS

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

1. The County is a public employer under PERA.
2. The Union is an employe organization under PERA.
3. The Board has jurisdiction over the parties hereto.

4. The County did not independently violate Section 1201(a)(1) of PERA, when it relocated Central Booking to the Prison Complex without transferring the bargaining unit work of the Deputies and the duties of booking pre-committed detainees to the COs.

5. The County did not violate Section 1201(a)(1), (3), or (5) of PERA.

6. The County did not violate Section 1201(a)(1) and 1201(a)(5) of PERA, when it relocated Central Booking to the Prison Complex without transferring the bargaining unit work of the Deputies and the duties of booking pre-committed detainees to the COs.

7. The County did not create new positions and reassign bargaining unit work of COs to Deputies in violation of Section 1201(a)(1) and 1201(a)(5)

8. The County did not violate Section 1201(a)(1) and 1201(a)(5) by assigning COs to accompany Deputies on medical transports of pre-committed detainees.

9. The County did not, on this record, repudiate the parties' CBA in violation of Section 1201(a)(1) and 1201(a)(5) of PERA.

10. The County did not violate Section 1201(a)(1) and 1201(a)(5) of PERA by expecting COs to assist Deputies during "all-hands-on-deck" emergencies under the Prison's Use-of-Force Policy where the record does not show that confusion or conflicts have arisen compromising safety as a direct result of Deputies and COs applying different policies.

ORDER

In view of the foregoing and in order to effectuate the policies of PERA, the hearing examiner:

HEREBY ORDERS AND DIRECTS

That the charge is dismissed and the complaint is 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 fifteenth day of April 2026.

PENNSYLVANIA LABOR RELATIONS BOARD

JACK E. MARINO/S

JACK E. MARINO, Hearing Examiner