COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

PA STATE CORRECTIONS OFFICERS ASSOCIATION	:	
v.	:	Case No. PERA-C-25-61-E
COMMONWEALTH OF PA	:	

PROPOSED DECISION AND ORDER

On March 12, 2025, the Pennsylvania State Corrections Officers Association (PSCOA or Union) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (Board) against the Commonwealth of Pennsylvania (Commonwealth or Employer), alleging that the Commonwealth violated Section 1201(a)(1), (3), and (5) of the Public Employe Relations Act (PERA or Act) by denying the request of Corrections Officer Brent McBeth for Union representation during an investigatory interview on March 3, 2025 and by making other statements during the interview to undermine the Union.

On April 4, 2025, the Board Secretary issued a Complaint and Notice of Hearing, assigning the charge to conciliation, and directing a hearing on June 10, 2025, if necessary. After two continuances, the hearing ensued on September 17, 2025, at which time the parties were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. The parties each filed separate post-hearing briefs in support of their respective positions on October 27, 2025.

The Hearing Examiner, on the basis of the testimony presented at the hearing and from all other matters and documents of record, makes the following:

FINDINGS OF FACT

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

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

3. The Union is the exclusive bargaining representative for a unit of corrections employes working at various Department of Corrections (DOC), State Correctional Institutions (SCIs) throughout the Commonwealth. (PERA-C-24-196-E)

4. The Union and the Commonwealth are parties to a collective bargaining agreement (CBA) effective July 1, 2024, to June 30, 2028. (PERA-C-25-43-E)

5. Brent McBeth has been employed by the Commonwealth as a Corrections Officer at SCI Camp Hill for 20 years. He has held the rank of Corrections Officer 2 or Sergeant for 10 years. He is also a Local Union Representative and Executive Board member. (N.T. 10-11)

6. In March 2025, Sergeant McBeth was assigned to the reception block (R-block) of the facility at SCI Camp Hill, which is the area where new inmates are processed for psychological evaluations and medical exams during their first week. McBeth had been working in R-block, which is not a bid post, since about 2018. (N.T. 12-13)

7. On March 3, 2025, Sergeant McBeth received an order from the shift commander while he was at his post, directing him to go to Deputy Superintendent Jason Albert's office. (N.T. 14-15, 67-69)

8. Sergeant McBeth testified that he complied with the order and asked Deputy Superintendent Albert for a Union representative when he got to Albert's office. McBeth described being concerned that he might be subject to discipline if he did something wrong. McBeth indicated that there was nobody else present in the office when he requested the Union representative, aside from Albert. (N.T. 15-17)

9. Sergeant McBeth testified that Deputy Superintendent Albert simply replied "no" when he made the request for a Union representative. McBeth explained that Albert then stepped out into the hallway and directed Major Kevin Bly, whose office is right across the hall from Albert, to come over, which Bly did. (N.T. 17-18)

10. Sergeant McBeth testified that, at that point, Deputy Superintendent Albert began to question him about an alleged incident between McBeth and the staff psychologist that occurred on March 1, 2025 at the jail. McBeth described how Albert questioned him about what he said to the psychologist and what happened that day, which led McBeth to believe he would receive discipline for the alleged incident. (N.T. 18-21)

11. Sergeant McBeth testified that he answered the interview questions truthfully, after which Deputy Superintendent Albert stated "I think you are a liar[,] and I think you don't care." McBeth explained that he did not respond to Albert's statement, and instead that he essentially just shut down. McBeth testified that Albert also stated "PSCOA doesn't run this jail." (N.T. 22-23)

12. Sergeant McBeth testified that he had not said anything about the Union to prompt such a statement from Deputy Superintendent Albert. McBeth explained that he did not reply to Albert's statement about the Union and that he simply remained "shut down." (N.T. 22-24)

13. Sergeant McBeth testified that, at that point, Deputy Superintendent Albert and Major Bly told him that he was being removed from R-block and that he would never see R-block again. McBeth indicated that he was removed from his assignment on R-block the very next day. McBeth described how his schedule was also changed after the interview. (N.T. 24-25)

14. Deputy Superintendent Jason Albert testified that SCI Camp Hill had recently undergone a change where the facility started taking inmates directly from the county after the inmates received a state sentence. He explained that the prior practice had been to temporarily send the inmates to another facility to quarantine them for two weeks during the Covid-19 pandemic. He described how this caused an increase in numbers for the facility and necessitated bringing in a psychiatrist on the weekends to clear

out the psychological part of the process, which can take between 30 and 120 minutes. (N.T. 45-46)

15. Deputy Superintendent Albert testified that the Commonwealth gave a directive to the corrections officers that they could call for a special relief officer to cover their post, if they needed, to apparently escort the psychiatrist to meet with the inmates in the R-block to complete the process. Albert explained that, on March 3, 2025, he learned that this process had not occurred on multiple occasions when Sergeant McBeth was on duty. Albert stated that McBeth was allegedly telling the psychologist that he or she could not see the inmates. As a result, Albert "decided to have a conversation with Sergeant McBeth then." (N.T. 46-47)[1]

16. Deputy Superintendent Albert testified that he went down to the Shift Commander's office and told Captain Joseph Francis that he wanted to talk to Sergeant McBeth and that McBeth can bring a Union representative with him. Albert described how his practice, since becoming a lieutenant, has always been to let the bargaining unit employes bring a Union representative whenever he talks to them about performance or discipline. Albert acknowledged that, even though it is the employe's job to request it, he always offers them the opportunity to have a Union representative present. Albert explained that he understands how stressful it can be and that the employe might forget, so he proactively offers it, and even trains his subordinates to do the same. (N.T. 48-49)

17. Deputy Superintendent Albert testified that Sergeant McBeth arrived at his office by himself, which was a surprise. Albert indicated that he asked McBeth "[are] you sure you don't want a [U]nion rep," to which McBeth replied "no, I'm good. I'm on the [Executive] Board." At that point, Albert simply continued with the conversation. (N.T. 49-50)

18. Deputy Superintendent Albert testified that he was not alone when Sergeant McBeth arrived at this office. Instead, he was waiting for McBeth with Major Bly, who was also present and witnessed the interaction. (N.T. 50)

19. Deputy Superintendent Albert asked Sergeant McBeth why psychology was not allowed to see the inmates over the weekend, to which McBeth replied that McBeth did not have any special relief. Albert asked McBeth if McBeth needed a special relief, to which McBeth replied that he did. Albert then asked McBeth if McBeth called the Shift Commander to ask for a special relief, at which point McBeth responded "it's not my job." When Albert pointed out the directive to call the Shift Commander if there is a need for special relief, McBeth just shrugged and repeated that it was not his job. When Albert continued to press on this issue, McBeth eventually stated "I was told you guys are supposed to hire for this," which Albert understood to mean that management was supposed to hire another utility officer for overtime to cover the 30 to 120 minute process. (N.T. 50-51)

20. Deputy Superintendent Albert testified that he corrected Sergeant McBeth by stating "no, that's not what was said." Albert indicated that he advised McBeth that the utility officer could be assigned down there, but nothing about hiring, at which point McBeth replied "the Union told me that you were going to hire for this." Albert admitted that he then stated "PSCOA

[1] During the hearing, the parties appeared to use the terms "psychiatrist" and "psychologist" interchangeably.

does not run this facility. We do." Albert testified that he was trying to clarify that a directive had been given on this issue. (N.T. 51-52)

21. Deputy Superintendent Albert testified that he did say to Sergeant McBeth that "it looks like you just don't care to me right now." Albert characterized his impression of the interview as "disappointing," explaining that McBeth just kept shrugging his shoulders and providing one-word verbal responses, if anything. Albert conceded that he said "somebody is lying. I don't know if it's you or the other person, but somebody is lying." Albert claimed that he never directly called McBeth a liar. Albert also claimed that McBeth never once asked for a Union representative during the interview. (N.T. 52-54)

22. On cross-examination, Deputy Superintendent Albert disagreed that the March 3, 2025 interview was investigatory. He claimed that the interview was more about just being disappointed in Sergeant McBeth's work. He then admitted that he asked McBeth questions during the interview and that, as a result of those questions, McBeth was transferred off the R-block. (N.T. 55-56)

23. On cross-examination, Deputy Superintendent Albert testified that he told the Shift Commander that Sergeant McBeth could have a Union representative on March 3, 2025, so that the Shift Commander could arrange relief for that Union representative to accompany McBeth to the interview as well. (N.T. 59-60)

24. On cross-examination, Deputy Superintendent Albert admitted that he was aware of discussions between the Union and management regarding the issue of hiring for special relief. Albert conceded that there were approximately 32 grievances on the issue at the time of the hearing. He also acknowledged that he was aware of the Union's position on the matter at the time of his interview with Sergeant McBeth. He explained how the Commonwealth had taken the position that management can provide a special relief or utility officer to cover the work, but that it is not an eight-hour position where the Commonwealth needs to hire somebody. (N.T. 61-62)

25. Captain Joe Francis, who was the shift commander on March 3, 2025, testified that Deputy Superintendent Albert came to his office and asked him to send Sergeant McBeth to Albert's office and to bring a Union representative if McBeth wanted one. Francis complied with Albert's request, to which McBeth simply replied "okay." (N.T. 67-68, 70)

26. Captain Francis testified that Sergeant McBeth did not ask him to relieve anyone else so that McBeth could have a Union representative for the meeting with Deputy Superintendent Albert. Francis described how his practice is to always offer a Union representative to the bargaining unit employes in such a scenario. Francis explained that when an employe requests a Union representative, he calls the Shift Lieutenant to obtain a list of the representatives that are working that day, and ensures that a representative is relieved from his post and ready to meet the employe before the interview. (N.T. 68-69, 73-74)

27. Major Kevin Bly testified that he was present for the meeting between Sergeant McBeth and Deputy Superintendent Albert on March 3, 2025. Bly was present when McBeth arrived and explained that the purpose of the meeting was to learn why the psychologist was not seen on R-block the previous Saturday. Bly indicated that McBeth was alone when McBeth arrived,

at which point Albert asked McBeth if McBeth wanted a Union representative. Bly described how McBeth replied in the negative, stating "I'm a member of the E-board, I don't need one." (N.T. 77-78)

DISCUSSION

The Union argues that the Commonwealth violated Section 1201(a)(1) of the Act[2] by denying Sergeant McBeth's request for a Union representative during his investigatory interview with Deputy Superintendent Albert on March 3, 2025.[3] The Union asserts that McBeth's recollection of the events from that date was more credible and accurate than the accounts offered by the Commonwealth's witnesses. In addition, the Union contends that, independent of its Weingarten claims,[4] the Commonwealth also separately violated Section 1201(a)(1) of the Act, based on Albert's alleged statement to McBeth during that same interview, that "PSCOA doesn't run this jail," which according to the Union, would have a tendency to coerce or interfere with employe rights to engage in protected concerted activity. The Union maintains that Albert's statement was a direct attempt to undermine the Union and discourage employes from seeking the Union's assistance.

The Commonwealth, of course, sees things differently and insists that the charge must be dismissed because the credible evidence demonstrates that the Commonwealth proactively offered Union representation to McBeth prior to the March 3, 2025 interview, which McBeth refused. The Commonwealth also submits that the charge must fail because Albert's statement to McBeth that "PSCOA doesn't run this facility,"[5] when viewed in context, was simply a senior officer educating a subordinate that his lawful orders could not be ignored, notwithstanding the Union's desire to have overtime offered. The Commonwealth posits that a reasonable employe would not be coerced by Albert's statement in this regard because that employe would understand his or her obligation to follow the directive from management.

The Board has held that an independent violation of Section 1201(a)(1) will be found if the actions of the employer, in light of the totality of the circumstances in which the particular act occurred, tend to be coercive, regardless of whether employes have been shown in fact to have been coerced. Bellefonte Area School District, 36 PPER 135 (Proposed Decision and Order, 2005)(citing Northwestern School District, 16 PPER ¶ 16092 (Final Order, 1985)). Improper motivation need not be established; even an inadvertent act may constitute an independent violation of Section 1201(a)(1). Northwestern School District, supra. However, an employer does not violate Section 1201(a)(1) where, on balance, its legitimate reasons justifiably outweigh concerns over the interference with employe rights. Dospoy v. Harmony Area School District, 41 PPER 150 (Proposed Decision and Order, 2010)(citing

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[2] Section 1201(a) of the Act provides that "[p]ublic employers, their agents or representatives are prohibited from: (1) Interfering, restraining or coercing employes in the exercise of the rights guaranteed in Article IV of this act..." 43 P.S. § 1101.1201.

[3] The Union withdrew its allegations that the Commonwealth also violated Section 1201(a)(3) and (5) in its post-hearing brief.

[4] NLRB v. Weingarten, 420 U.S. 251, 95 S.Ct. 959 (1975).

[5] The testimony of McBeth and Albert differed only slightly on this point, with McBeth indicating that Albert used the word "jail" at the end of the statement, and Albert indicating that he used the word "facility" at the end of the statement. The difference is inconsequential.

Ringgold Education Ass'n v. Ringgold School District, 26 PPER ¶ 26155 (Final Order, 1995)).

It is equally well settled that the Weingarten right of an individual employe, that is, the right to obtain a representative to accompany the employe during an investigatory interview when the employe reasonably fears that discipline may be imposed by the employer, includes the right to have the union representative of his or her choice, if the assisting union representative is reasonably available and absent extenuating circumstances. Commonwealth of Pennsylvania, Office of Administration v. PLRB, 916 A.2d 541, 551 (Pa. 2007). The right only arises, however, when the employe requests representation. City of Reading v. PLRB, 689 A.2d 990 (Pa. Cmwlth. 1997); Plouffe v. SSHE, Kutztown University, F. Javier Cevallos et. al, 41 PPER 63 (Proposed Decision and Order, 2010), 41 PPER 82 (Final Order, 2010).

In this case, the Union has not sustained its burden of proving that the Commonwealth violated Section 1201(a)(1) of the Act by denying McBeth's request for a Union representative during the investigatory interview on March 3, 2025.[6] As with so many of these cases, the issue here depends on the credibility of the various witnesses who were present and offered differing accounts of what occurred on March 3, 2025. In this regard, the testimony of the Commonwealth's witnesses has been accepted as credible and persuasive, and has been credited over the testimony of Sergeant McBeth. In particular, Deputy Superintendent Albert's testimony was specifically compelling and noteworthy. Albert was direct, non-evasive, and impressive in his recall of the alleged events from that day. Albert was especially convincing with regard to his practice of offering a Union representative to bargaining unit employes any time he talks to them about performance or discipline. And, Albert was equally believable with regard to his description of the March 3, 2025 interview, during which he offered McBeth a Union representative, and which McBeth expressly refused. Furthermore, Albert's version of the events from March 3, 2025 was corroborated by the credible testimony of both Captain Francis and Major Bly. Thus, the record shows not only that McBeth failed to request a Union representative, but also that he specifically declined when such Union representation was offered to him by the Commonwealth. As a result, no violation of McBeth's Weingarten rights may be found on this record.

Nor has the Union demonstrated that the Commonwealth separately and independently violated Section 1201(a)(1) of the Act based on Albert's statement to McBeth during the March 3, 2025 interview that "PSCOA doesn't run this facility. We do." The record shows that Albert made this statement during an exchange between Albert and McBeth wherein Albert was interrogating McBeth over the reason McBeth allegedly failed to permit the psychologist to see the inmates over the previous weekend. During this exchange, McBeth asserted that McBeth did not have any special relief, after which Albert asked McBeth if McBeth had called the Shift Commander to ask for a special relief. When McBeth responded "it's not my job," Albert reminded McBeth of management's directive to call the Shift Commander if there is a need for

[6] The Commonwealth does not appear to dispute that the interview was investigatory in nature or that McBeth had a reasonable fear of discipline. Indeed, the Commonwealth's post-hearing brief is devoid of any such assertion or argument. And, while Albert initially tried to claim that the meeting was not investigatory and was really just meant to convey his disappointment with McBeth, Albert later admitted that he asked McBeth questions during the interview, which resulted in McBeth's transfer off the R-block.

special relief, at which point McBeth just shrugged and repeated that it was not his job.

Albert continued to press McBeth on this issue, and McBeth eventually stated "I was told you guys are supposed to hire for this," which Albert understood to mean that management was supposed to hire another utility officer for overtime to cover the 30 to 120 minute process. Albert then corrected McBeth by stating "no, that's not what was said," and advised McBeth that the utility officer could be assigned down there, at which point McBeth replied "the Union told me that you were going to hire for this." It was at this point that Albert stated "PSCOA does not run this facility. We do." In doing so, Albert was clearly and obviously trying to clarify that a directive had been given on this issue, which McBeth needed to follow.

On these facts, I am unable to conclude that this exchange, when viewed in the proper context, would have a tendency to coerce employes from seeking the Union's assistance or exercising their Article IV rights under PERA. Albert certainly had a legitimate business reason for making the statement, i.e. to remind McBeth of the managerial directive and that the order needed to be obeyed. As the Commonwealth persuasively notes, a reasonable employe would not be coerced by Albert's statement, under these circumstances, because that employe would understand his or her obligation to follow the directive from management. Indeed, the record shows that McBeth was arguably bordering on insubordination by seemingly refusing to follow the directive. Why McBeth did not simply obey the directive and grieve the issue later is unclear, especially given the obvious source of contention between the parties and the 32 pending grievances over it. But the Union's position on the contractual dispute, whether meritorious or not, does not somehow relieve the bargaining unit employes from their obligation to follow the otherwise lawful directive from management. Accordingly, the charge under Section 1201(a)(1) of the Act must be dismissed in its entirety.[7]

CONCLUSIONS

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

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

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

3. The Board has jurisdiction over the parties hereto.

4. The Commonwealth has not committed unfair practices in violation of Section 1201(a)(1) of PERA.

[7] The Union does not argue that any of the other alleged statements from Albert, alluding to a potential lie or that McBeth did not care, also violated Section 1201(a)(1) of the Act. Nor does the Union maintain that McBeth's removal from R-block has a tendency to coerce employes in the exercise of their Article IV rights or that it was done in retaliation for the Union's position on the contractual dispute.

ORDER

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

HEREBY ORDERS AND DIRECTS

that the complaint is rescinded, and the charge is dismissed.

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 26th day of February, 2026.

PENNSYLVANIA LABOR RELATIONS BOARD

/s/ John Pozniak
John Pozniak, Hearing Examiner