

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

PA STATE CORRECTIONS OFFICERS :
ASSOCIATION :
 :
v. : Case No. PERA-C-25-100-E
 :
COMMONWEALTH OF PA :

PROPOSED DECISION AND ORDER

On May 6, 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) and (3) of the Public Employe Relations Act (PERA or Act) by threatening to transfer Corrections Sergeant Christopher Cooper from his detached duty assignment at the Training Academy in Elizabethtown back to his home institution on April 2, 2025, in retaliation for his protected activity.

On May 30, 2025, the Board Secretary issued a Complaint and Notice of Hearing, assigning the charge to conciliation, and directing a hearing on July 22, 2025, if necessary. The hearing ensued, as scheduled, on July 22, 2025, at which time the parties were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. The Commonwealth filed a post-hearing brief in support of its position on October 17, 2025. The Union filed a post-hearing brief in support of its position on October 20, 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. The Commonwealth operates a Training Academy in Elizabethtown for the DOC employes, which is staffed by corrections officers from multiple institutions throughout the state, who serve on detached duty from those institutions. (PERA-C-24-196-E)

6. Christopher Cooper has been employed with the Commonwealth's DOC for approximately 4.5 years. He is currently on a detached duty assignment to the Training Academy in Elizabethtown and holds the rank of Corrections Officer 2, Training Sergeant. His home institution is SCI Muncy. (N.T. 11-13)

7. At the time of the hearing, Sergeant Cooper had been serving as Vice President of the Union for almost two years. In this role, he is the chief grievance officer at the Training Academy. He had filed approximately 32 grievances during his tenure by that point, including a March 27, 2025 grievance, alleging that the Commonwealth violated the CBA by failing to show "due regard to staff members present at the [firing] range" on March 13, 2025. (N.T. 14-16; Union Exhibit 1)

8. Sergeant Cooper submitted the March 27, 2025 grievance, as he has always done, by email to the Commonwealth's human resources representatives. He received a signed copy of the March 27, 2025 grievance back from Angellena Murray, the Commonwealth's Human Resources Analyst from the Office of Administration, on April 2, 2025. The signed copy of the March 27, 2025 grievance from the Commonwealth included a stamp, which read "RECEIVED Mar[.] 31[,] 2025 SCI-Camp Hill Department of Human Resources." Cooper explained that the human resources stamp always states "SCI-Camp Hill" because that institution shares the same human resources department as the Training Academy. (N.T. 17-19; Union Exhibit 1)

9. Sergeant Cooper testified that the March 27, 2025 grievance involved an allegation that a cadet was intoxicated and permitted to shoot a firearm at the firing range, which resulted in fit-for-duty testing by management. He described how the grievance specifically alleged a violation of Article 33, Section 22 of the parties' CBA, which requires due regard for the safety of all participants or people covered by the contract. He explained how the Union's position was that the cadet potentially posed a danger while he was intoxicated to the other bargaining unit employees who were on the firing range at that time. (N.T. 19-21)

10. Sergeant Cooper testified that the grievance process typically involves a step 1 meeting between management and the Union's President, Vice President, and Business Agent at the local level. If the grievance is not resolved at step 1, it then proceeds to step 2, where the matter is presented to the Eastern Joint Committee. If the grievance is not resolved at step 2, then it could potentially proceed to arbitration at step 3. Cooper explained that if the grievance is not resolved at step 1, then it leaves the local level and moves on to the statewide process at that point. (N.T. 21-23)

11. Sergeant Cooper testified that the March 27, 2025 grievance proceeded to a step 1 meeting before it was eventually withdrawn prior to step 2. (N.T. 23-24)

12. Sergeant Cooper testified that, on April 2, 2025, he was teaching a Security Restraints course at the Training Academy with Sergeant Brown when Lieutenant Anthony Rost entered his classroom with Lieutenant Youch during a break and asked to speak with him outside. At that point, Sergeant Cooper left his classroom to speak with Lieutenant Rost in an area referred to as the "Smoke Deck." Cooper indicated that both Sergeant Brown and Lieutenant Youch remained in the classroom. (N.T. 25-28)

13. Sergeant Cooper testified that Lieutenant Rost started the conversation as an introduction, indicating who he was and how they have already seen each other in passing since Lieutenant Rost was in charge of the firing range. Sergeant Cooper described how Lieutenant Rost stated that he wanted open lines of communication between Sergeant Cooper and management. Sergeant Cooper described how Lieutenant Rost then stated that he was disappointed about the grievance filed over the range issue. Sergeant Cooper explained how Lieutenant Rost also stated that his goal was to establish a crew of sergeants who were comfortable speaking with management without filing paperwork. (N.T. 28-30, 37)

14. Sergeant Cooper testified that he responded by pointing out to Lieutenant Rost how the grievance process works with the Union bringing their disputes to be heard by management at step 1. Sergeant Cooper described how Lieutenant Rost replied with a threat by stating that if he could not get a crew of sergeants who cooperate without paperwork, the Commonwealth would find a way to help Sergeant Cooper back to his jail. Sergeant Cooper explained that Lieutenant Rost then stated "that's what [I'm] here for." At that point, Sergeant Cooper replied "okay," and the conversation ended. (N.T. 30-31)

15. Sergeant Cooper testified that there were no other pending grievances involving the firing range, aside from the March 27, 2025 grievance. (N.T. 31)

16. Sergeant Cooper testified that he understood Lieutenant Rost's statements about paperwork to be a reference to the grievance. He also understood Rost's statement that Rost would help him find a way back to his jail to be a reference to a recent situation where the Commonwealth had removed Sergeant Black, who was the prior Union President, from the Training Academy, and sent Sergeant Black back to his home institution. (N.T. 31-33)

17. Sergeant Cooper testified that he reported the conversation he had with Lieutenant Rost to the Union's Business Agent, Juan Feliz, on April 2, 2025, after he got off work. His involvement with the Union's decision to file the unfair practices charge ended after he shared the facts surrounding the April 2, 2025 incident with Feliz. (N.T. 52-56)

18. PSCOA Business Agent Juan Feliz, who handles unfair practices at the local level for the Union, and who oversaw the Training Academy in April 2025 as one of his areas of responsibility, corroborated that Sergeant Cooper reported the April 2, 2025 incident with Lieutenant Rost to him on April 2, 2025, at 1600 by telephone immediately after Cooper's quitting time. Business Agent Feliz explained that Sergeant Cooper was seeking his assistance on the call to explore whether the Union had any recourse through the contract or a potential charge of unfair practices. Business Agent Feliz, in turn, contacted PSCOA Eastern Vice President Mark Truszkowski, who had ultimate authority for the Union over the filing of charges. (N.T. 59-65)

19. By email dated April 2, 2025, Human Resources Analyst Angellena Murray sent the signed and stamped grievance back to Sergeant Cooper. She testified that she did not forward the grievance to anyone at the Training Academy until April 23, 2025, when she sent it to Captain Heidi Glenn. She denied ever sending the grievance to Lieutenant Rost. She explained that it was just an oversight when asked why she did not send the grievance to

management at the Training Academy until April 23, 2025, after confirming receipt with the Union on April 2, 2025. (N.T. 72-74; Exhibit C-2)

20. Captain Glenn testified that she works for DOC's Bureau of Training and Staff Development at the Training Academy. Her responsibilities include handling grievances from the Union, which she receives from HR Analyst Murray, after they are initially processed. She participates in the step 1 meetings as part of management's panel and also attends the step 2 meetings at the Eastern Joint Committee. (N.T. 80-82)

21. Captain Glenn corroborated HR Analyst Murray's testimony that Murray forwarded the March 27, 2025 grievance to Glenn on April 23, 2025. Captain Glenn indicated that the March 27, 2025 grievance was scheduled to be heard at a step 1 labor-management meeting on April 24, 2025. She explained that she did not send the grievance to anyone else from management, including Lieutenant Rost. (N.T. 83-87)

22. Lieutenant Rost began working at the Training Academy in March of 2025. He described his job responsibilities as assisting upper level management with the development of curriculum. He explained that his interaction with the training sergeants at the Academy is fairly limited and included observing the way they present curriculum, as well as assisting them with teaching duties or being an advisor. (N.T. 93-94)

23. Lieutenant Rost recalled pulling Sergeant Cooper out of class on April 2, 2025 for a discussion, which Rost characterized as not unusual. He described introducing himself and his role at the Training Academy, as well as explaining to Sergeant Cooper that, even though Rost was not his direct supervisor, his door was always open. He asserted that he had the same introductory discussions with most, if not all, of the training sergeants at the Academy, which included Sergeant Richard Heidecker, who is the current President of the Local Union at the Academy. (N.T. 95-98, 100)

24. Lieutenant Rost denied telling Sergeant Cooper that issues needed to be handled in-house without filing grievances. He also denied telling Cooper that he was disappointed that Cooper had filed a grievance over the firing range. He further denied telling Cooper that he wanted a crew of sergeants that handle concerns by coming to management without paperwork. And, he denied telling Cooper that he would help Cooper find a way back to Cooper's jail because that is what he is here for. (N.T. 98-99)

25. Lieutenant Rost claimed that he actually gave Sergeant Cooper positive feedback during their April 2, 2025 conversation, which included that he thought Cooper was a good instructor and that he appreciated the way Cooper taught classes. (N.T. 99)

26. Lieutenant Rost testified that he did not even know about the March 27, 2025 grievance during his April 2, 2025 conversation with Sergeant Cooper. (N.T. 99-100)

27. On cross-examination, Lieutenant Rost admitted that he had a prior professional and personal relationship with Sergeant Heidecker. He acknowledged that they worked together several years ago at SCI Camp Hill and that they socialized outside of work at that time. He claimed that they do not socialize together outside of work now. He denied ever discussing the grievance with Sergeant Heidecker. He conceded that he knew about the alleged underlying incident at the firing range, which gave rise to the

grievance, on the day that it occurred because he was one of the range instructors who pulled out the cadet for smelling like alcohol. (N.T. 108-110, 114-115)

28. Sergeant Richard Heidecker began working at the Training Academy in February 2024 as a Training Sergeant. He became the Local Union President in January 2025. Sergeant Heidecker described how Lieutenant Rost had an introductory conversation with him shortly after Rost started at the Training Academy, during which Rost relayed the expectations he had for Heidecker. (N.T. 117-118)

29. Sergeant Heidecker denied that Lieutenant Rost ever told him that issues at the Training Academy had to be handled in-house without any grievances. He also denied that Lieutenant Rost ever threatened any retaliation against him, such as helping him find a way back to his jail. (N.T. 119)

30. Sergeant Heidecker testified that Lieutenant Rost had the idea and encouraged him to run for the Union President position. He denied that Rost ever made any threats towards him as Union President. He denied that Sergeant Cooper, the Union Vice President, ever reported Lieutenant Rost's alleged threats towards him. (N.T. 119-120)

31. On cross-examination, Sergeant Heidecker admitted that the Union Vice President is the official responsible for filing grievances, not the Union President. He conceded that he has not filed a single grievance in his role as Union President. (N.T. 124-125)

32. On cross-examination, Sergeant Heidecker testified that he usually does not know anything about the Union's grievances until they show up in the shared email or until the step 1 labor-management meeting. He claimed that he is not "kept in the loop" with regard to Local Union matters and indicated that he finds out everything at the last minute. (N.T. 125-126)

33. On cross-examination, Sergeant Heidecker asserted that he did not have any communications with Sergeant Cooper about the grievance involving the firing range. He also denied that he ever spoke to Lieutenant Rost about the grievance. He testified that he used to communicate by text message with Sergeant Cooper until a couple months before the hearing when Cooper advised that Cooper would not respond to the messages anymore. When asked if he texted Sergeant Cooper about the grievance, he replied "we could have talked about it, yeah, but he doesn't respond to my text." He denied having any recollection of texting with Cooper about the grievance. (N.T. 126-128)

34. When confronted with a text exchange between Sergeant Cooper and himself that was dated April 1, 2025, Sergeant Heidecker admitted that the exchange was accurate. On that date, Heidecker initiated a text exchange with Cooper that read: "I was looking at the grievances and was wondering what the range one is about? Did something happen that I don't know about[?]" (N.T. 129-130; Union Exhibit 2)

35. On April 2, 2025 at 6:03 a.m., Sergeant Cooper replied "[i]ntoxicated cadet was shooting," to which Sergeant Heidecker responded "I believe he was pulled off the line before anyone shot that day..[sic] it was shortly after he tested." (Union Exhibit 2)

36. Sergeant Cooper then replied "[i]f you have a way to verify that it would be useful in resolving the issue," to which Sergeant Heidecker responded "I'm guessing the 121s would show that. I'm pretty sure online [sic] took him out so he might know as well." (Union Exhibit 2)

DISCUSSION

The Union argues that the Commonwealth violated Section 1201(a)(1) of the Act¹ by threatening Sergeant Cooper over his decision to file the March 27, 2025 grievance regarding the firing range.² The Union contends that, by any objective standard, the statements of Lieutenant Rost to Sergeant Cooper on April 2, 2025 would have a tendency to coerce employes in the exercise of their rights under Article IV of PERA. Recognizing the position of the Commonwealth, the Union maintains that Sergeant Cooper's account of the April 2, 2025 alleged incident is more credible and persuasive than the version offered by the Commonwealth's witnesses.

The Commonwealth, on the other hand, submits that the charge should be dismissed because the record shows that management at the Training Academy did not even know of the March 27, 2025 grievance until April 23, 2025, when the human resources staff forwarded the grievance by email to the Training Academy. The Commonwealth reasons that the alleged April 2, 2025 threats by Lieutenant Rost to Sergeant Cooper could therefore not have occurred, as described by Cooper in his testimony, because Rost was unaware of the grievance on that date. The Commonwealth insists that the more likely version of events was that Sergeant Cooper created the story about Lieutenant Rost in retaliation for a factfinding investigation that Rost conducted with Cooper regarding alleged misconduct by Cooper on April 28, 2025. In this regard, the Commonwealth points out that the charge was not filed until May 6, 2025, which was after the factfinding investigation by Lieutenant Rost, even though the alleged unfair practice occurred on April 2, 2025. The Commonwealth further posits that Sergeant Cooper could not have been coerced in the exercise of his rights under PERA given that he continued to file grievances after the alleged threats on April 2, 2025. (N.T. 40-41). The Commonwealth also goes on to allege that the Union has only raised a derivative violation of Section 1201(a)(1), and not an independent violation of that section, such that a violation of Section 1201(a)(1) cannot lie without a Section 1201(a)(3) violation.

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

¹ 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.

² The Union withdrew its allegation that the Commonwealth also violated Section 1201(a)(3) in its post-hearing brief.

School District, 41 PPER 150 (Proposed Decision and Order, 2010) (citing Ringgold Education Ass'n v. Ringgold School District, 26 PPER ¶ 26155 (Final Order, 1995)).

First of all, the Commonwealth's argument that the Union failed to allege an independent violation of Section 1201(a)(1) is without merit. The Union checked the box, alleging a violation of Section 1201(a)(1) of PERA on the face of the charge form and referenced Section 1201(a)(1) of PERA in its recitation of the specification of charges. What is more, the Union detailed numerous factual allegations at length in the specification of charges, and then separately included the following two averments in paragraphs 17 and 18:

By the above acts, the Commonwealth has discriminated in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any employee organization;

The above actions are an attempt to interfere, restrain or coerce the [Union] in the exercise of the right[s] guaranteed by Article IV of the Public Employee Relations Act.

These two averments in paragraphs 17 and 18 of the specification of charges clearly track the language of Section 1201(a)(3) and (1) of PERA, respectively. As such, the Union has unequivocally alleged in the specification of charges that the Commonwealth separately violated both Section 1201(a)(1) and (3) of PERA, and therefore, the Commonwealth was on notice of the Union's averment that it had independently violated Section 1201(a)(1) by the conduct contained in the charge. Accordingly, the Commonwealth's argument that the Union only raised a derivative cause of action under Section 1201(a)(1) must be rejected. See FOP PA Conservation Police Officers Lodge 114 v. Commonwealth of Pennsylvania, 55 PPER 20 (Proposed Decision and Order, 2023), aff'd, 55 PPER 60 (Final Order, 2024) (where the complainant checked the box on the charge form for an allegation under Section 6(1)(a) of the Pennsylvania Labor Relations Act (PLRA) and included a separately enumerated cause of action for an interference with the protected activity of bargaining unit employees in the specification of charges, the complainant sufficiently raised a claim for an independent violation of Section 6(1)(a) of the PLRA). As a result, the Board certainly has jurisdiction to entertain the independent Section 1201(a)(1) claim here.

Turning to the merits of the case, it is clear that this matter hinges on the credibility of the witnesses for each side. On this point, Sergeant Cooper provided testimony that was direct, non-evasive, and convincing, and his testimony has been accepted as credible and persuasive based on his demeanor at the hearing. Indeed, Sergeant Cooper credibly and convincingly described how Lieutenant Rost pulled him out of class on April 2, 2025, and proceeded to convey his disappointment over the March 27, 2025 grievance, his preference to handle disputes without any paperwork, and his threat to help Sergeant Cooper find a way back to his jail. If that were not enough, Sergeant Cooper also persuasively testified how Lieutenant Rost then stated "that's what [I'm] here for." Sergeant Cooper's recitation of his explanation to Lieutenant Rost regarding how the grievance process works, with the Union bringing their disputes to be heard by management at step 1, added another layer of credibility to his testimony. His version of the April 2, 2025 incident was more worthy of belief than Rost's account.

In fact, Lieutenant Rost's denials that he made the above statements to Sergeant Cooper have not been accepted as credible or persuasive. Nor does it matter that the Commonwealth introduced evidence showing that Human Resources Analyst Murray did not forward the March 27, 2025 grievance to Captain Glenn or anyone else from management at the Training Academy until April 23, 2025, as this fact is hardly dispositive and surely not fatal to the Union's case. While Captain Glenn did not know about the March 27, 2025 grievance until April 23, 2025, the credible evidence of record clearly demonstrates that Lieutenant Rost somehow knew about it on April 2, 2025 when he confronted and threatened Sergeant Cooper.³ Lieutenant Rost's testimony that he did not know about the grievance on April 2, 2025, during his conversation with Sergeant Cooper, is simply not worthy of belief.

As the Union points out in its post-hearing brief, there are several factors which cast considerable doubt over the claims of both Lieutenant Rost and Sergeant Heidecker. Notably, the record shows that the relationship between Sergeant Heidecker, the current Union President, and Sergeant Cooper, the Union Vice President, was at best strained. While Heidecker knew of the grievance at least as early as April 1, 2025, when he texted Cooper about it, (See Union Exhibit 2), Heidecker testified that he is not "kept in the loop" with regard to Local Union matters, that he finds out everything at the last minute, and that Cooper no longer responds to his text messages. Furthermore, the Board's records reflect that Heidecker appeared at the hearing and testified on behalf of management, without the need for a subpoena, and was not called as on cross-examination. These facts are especially telling given the prior work and personal relationship between Heidecker and Rost. The two men previously worked and socialized together outside of work, with Rost even encouraging Heidecker to run for the vacant Union President position.⁴

Beyond that, Heidecker initiated the text exchange with Cooper on April 1, 2025, during which he specifically singled out and asked about the grievance over the firing range, which would have affected his friend, Rost. (Union Exhibit 2). And, after Cooper advised Heidecker on April 2, 2025, at 6:03 a.m., that the grievance allegedly involved an intoxicated cadet shooting on the range, Heidecker seemingly defended the actions of his friend by stating "I believe he was pulled off the line before anyone shot that day..[sic] it was shortly after he tested." (Union Exhibit 2). Although it may not be particularly noteworthy under ordinary circumstances for a union leader to doubt the merits of a grievance when discussing it with other union officials, it is impossible to ignore the timing of these statements, as the record shows that Rost then pulled Cooper out of his classroom a mere hours

³ Significantly, Rost conceded that he knew about the underlying incident from March 13, 2025, which gave rise to the grievance, on the day that it occurred. Rost was one of the individuals who removed the allegedly intoxicated cadet from the firing range. Surely, if there were any merits to the allegations in the grievance, it would not reflect positively on Rost in light of his authority over the firing range.

⁴ The record shows that Heidecker became Local Union President in January 2025, which was just nine months after the Commonwealth had unlawfully removed the prior Union President, Sergeant Zachary Black, from the Training Academy based on his protected activity on April 17, 2024. PSCOA v. Commonwealth of Pennsylvania, 57 PPER 6 (Proposed Decision and Order, 2025). Such action would certainly not have been lost on Sergeant Cooper when he sought to engage in protected activity here.

later that same day. (N.T. 25-26, 96).⁵ How Heidecker even knew that management had potentially removed the allegedly drunken cadet from the range right away is suspiciously unclear. Unless Heidecker was present for the alleged incident on March 13, 2025, and there is no evidence that he was, he had to have heard from someone else. But since he is admittedly not "kept in the loop" by the Union, and his lack of involvement in investigating grievances with the bargaining unit employees, the most logical inference to be drawn is that he learned of management's purported actions that day through his friend, Rost.

Complicating things further, Heidecker's demeanor at the hearing was questionable. As detailed above, he initially asserted that he did not have any communications with Cooper about the grievance involving the firing range. However, as time went on, he quickly started walking back that assertion and qualified it by acknowledging they could have talked about the grievance, most likely sensing that he was about to be confronted with direct evidence to the contrary, until he finally verified the authenticity of his April 1 and 2, 2025 text exchange with Cooper as Union Exhibit 2. At best then, his testimony was internally inconsistent.

Lieutenant Rost's testimony was similarly unavailing. His insistence that he pulled Cooper out of his classroom on April 2, 2025, just to introduce himself and inform Cooper that he essentially has Cooper's back if Cooper needs anything, despite Rost's admission that Rost has limited involvement in the basic training process that the training sergeants provide to the cadets, (N.T. 106-107), simply strains credulity. The Commonwealth's theory that Cooper fabricated his testimony surrounding the April 2, 2025 incident fares no better either. As previously set forth above, the Commonwealth contends that Cooper concocted the story about Rost in retaliation for, or to shield himself from, a factfinding investigation that Rost conducted into alleged misconduct by Cooper on April 28, 2025, (Commonwealth Exhibit 1), and points to the May 6, 2025 filing date of the instant charge as proof of the same. But such an improbable story overlooks the obvious realities of litigation, even in an administrative law context.

In reality, that the Union filed the instant charge of unfair practices on May 6, 2025 actually lends greater support to Cooper's version of events rather than detracts from it. To be sure, this was barely more than 30 days from the April 2, 2025 incident. Business Agent Feliz credibly testified and corroborated how Cooper immediately reported the April 2, 2025 incident to him that very date when Cooper finished his shift at 1600 hours. Feliz also credibly described how he, in turn, had to run those allegations up the chain to PSCOA Eastern Vice President Mark Truszkowski before the Union could obtain authority to file the charge. This testimony illustrates the multiple layers of review to which this averment was subjected internally within the Union prior to even making it to counsel's desk. The Commonwealth's theory is rendered even less convincing by the fact that Cooper did not even learn of the misconduct allegations against him until the actual date of Rost's interview with him on April 28, 2025. (N.T. 36). To generate an unfair practices charge in the time between April 28, 2025 and May 6, 2025, while certainly not impossible, simply belies reasonableness, especially given the multiple layers of internal review within the Union. On top of that, the theory itself smacks of desperation to justify why Cooper would have allegedly fabricated the allegations in the charge. The much more likely

⁵ The conversation occurred during a break in a class that ran from 0800 to 1100.

explanation for what occurred here is that Rost made the statements and threats to Cooper on April 2, 2025, and that Rost's and Heidecker's denials that they spoke to each other about the grievance were inaccurate.

In light of these credibility determinations, the Union has sustained its burden of proving that the Commonwealth violated Section 1201(a)(1) of the Act. Without question, the statements and threats from Rost to Cooper on April 2, 2025 would have a tendency to coerce employees in the exercise of their rights under Article IV of PERA. Rost expressed his disappointment to Cooper that Cooper had filed a grievance over the firing range, communicated his goal to Cooper of establishing a crew of sergeants who do not engage in such lawful and protected activity, and then threatened to remove Cooper from his detached duty assignment and send Cooper back to his jail if Cooper did not cooperate. Then, to put a finer point on it, Rost told Cooper "that's what [I'm] here for," emphasizing that he relishes such a role. All this just one year after the Commonwealth had unlawfully removed the prior Union President, Sergeant Black, from his detached duty assignment at the Training Academy and transferred him back to his jail in April 2024. This was a clear and obvious violation of the Act.

It is of no consequence whether or not Cooper continued to file grievances after the April 2, 2025 incident. As discussed above, the Board will find an independent violation of Section 1201(a)(1) if the actions of the employer tend to be coercive, **regardless of whether employees 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)) (emphasis added). It is well settled that an employer's threats that negative consequences will ensue if employees resort to the grievance procedure clearly has a tendency to coerce employees in the exercise of their statutory right to present grievances to their employer. Crestwood Education Ass'n, PSEA/NEA v. Crestwood School District, 49 PPER 13 (Proposed Decision and Order, 2017). In any event, even if that were not the rule, Sergeant Cooper credibly testified that Lieutenant Rost's statements on April 2, 2025, made him hesitate to file more grievances, as he was then mindful he could face some form of increased scrutiny for doing so, which shows that he was, in fact, coerced in the exercise of his rights, despite the Commonwealth's arguments to the contrary. (N.T. 33). Accordingly, it must be concluded that the Commonwealth has violated Section 1201(a)(1) of PERA.

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 committed unfair practices in violation of Section 1201(a)(1) of PERA.

ORDER

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

HEREBY ORDERS AND DIRECTS

that the Commonwealth shall:

1. Cease and desist from interfering with, restraining or coercing employees in the exercise of the rights guaranteed in Article IV of PERA;

2. Take the following affirmative action which the examiner finds necessary to effectuate the policies of PERA:

(a) Post a copy of this Decision and Order within five (5) days from the effective date hereof in a conspicuous place readily accessible to the bargaining unit employees and have the same remain so posted for a period of ten (10) consecutive days;

(b) Furnish to the Board within twenty (20) days of the date hereof satisfactory evidence of compliance with this Decision and Order by completion and filing of the attached Affidavit of Compliance; and

(c) Serve a copy of the attached Affidavit of Compliance upon the Union.

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 from Harrisburg, Pennsylvania this 5th day of February, 2026.

PENNSYLVANIA LABOR RELATIONS BOARD

/s/ John Pozniak
John Pozniak, Hearing Examiner

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

PA STATE CORRECTIONS OFFICERS :
ASSOCIATION :
 :
 v. : Case No. PERA-C-25-100-E
 :
COMMONWEALTH OF PA :

AFFIDAVIT OF COMPLIANCE

The Commonwealth hereby certifies that it has ceased and desisted from its violations of Section 1201(a)(1) of the Public Employe Relations Act; that it has complied with the Proposed Decision and Order as directed therein; that it has posted a copy of the Proposed Decision and Order in the manner prescribed therein; and that it has served a copy of this affidavit on the Union at its principal place of business.

Signature/Date

Title

SWORN AND SUBSCRIBED TO before me
the day and year first aforesaid

Signature of Notary Public