

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

PENNSYLVANIA STATE CORRECTIONS :
OFFICERS ASSOCIATION :
 :
v. : CASE NO. PERA-C-25-149-E
 :
COMMONWEALTH OF PENNSYLVANIA :
SCI BENNER TOWNSHIP :

PROPOSED DECISION AND ORDER

On June 24, 2025, the Pennsylvania State Corrections Officers Association (Union or PSCOA) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (Board) alleging that the Commonwealth of Pennsylvania (Commonwealth) violated Section 1201(a)(1) and (5) of the Public Employe Relations Act (Act or PERA). The Union specifically alleged that the Commonwealth failed to fulfill a February 10, 2025 Request for Information (RFI) seeking all gate clearances at SCI Benner as of January 1, 2025, to investigate whether non-bargaining unit staff were escorting civilians inside the Jail, in violation of the parties' collective bargaining agreement (CBA).

On July 14, 2025, the Secretary of the Board issued a Complaint and Notice of Hearing designating a hearing date of October 22, 2025, in Harrisburg. The hearing was continued twice at the request of the parties and rescheduled for March 11, 2026. During the hearing on that date, both parties were afforded a full and fair opportunity to present documents and testimony and to cross-examine witnesses. On June 17, 2026, the Commonwealth filed its post-hearing brief. On June 18, 2026, the Union filed its post-hearing brief.

The examiner, based upon all matters 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. 7-8)

2. The Union is an employe organization within the meaning of Section 301(3) of PERA. (N.T. 7-8)

3. Thomas Stoner is a Corrections Officer 1 (CO1) at SCI Benner Township (Benner, Jail, or Institution). He was the Local Union Vice President during 2025, and he became Local Union President in January 2026. (N.T. 10-11)

4. At some point, the Union learned that non-bargaining unit members were providing civilian escorts inside the Institution. The Union believes that providing such escorts is bargaining unit work. On February 8, 2025, Stoner filed class action Grievance No. 25-033, which Shelby Bishop in the local HR Office signed as received on February 10, 2025. In the Grievance, the Union alleged that "Management violated the CBA by assigning the [T]raining [C]oordinator to perform security escorts within the institution. Make Grievants whole." The Training Coordinator is a Management employe. The Training Coordinator's duties include walking around the Jail with corrections officer trainees. (N.T. 14-17, 62-64, 75, 117, 151-152; CX-8)

5. On February 10, 2025, the Union filed RFI No. 25-35 with Management. Shelby Bishop acknowledged receipt of the RFI the same day. (N.T. 14; UX-1)

6. The RFI provides as follows:

The SI Benner Local is requesting the following information for the investigation of a grievance or the possible filing of a grievance. Please provide the information in whole within 5 working days of receipt of this request.

Please provide a list of all gate clearances that are active and were approved as of Jan 1st 2025.

(UX-1)

7. A gate clearance is a form identifying the individuals or materials approved for entry into the Jail on certain dates or for certain periods of time. A gate clearance is required anytime someone not employed at Benner wishes to enter through the gate. The gate clearance forms document and identify visitors needing escorts. The Union would use them to determine if a CO escorted the visitor. If a CO did not perform the visitor escort, the Union believes there could be a violation of the parties' CBA. (N.T. 17-19, 32, 66, 68-69, 134-135; CX-2)

8. The Union did not receive a response to RFI 25-35. On February 20, 2025, the Union filed a second RFI under the same number containing the identical request. (N.T. 19; UX-2)

9. Jodi Bitner is a Human Resource Analyst 3 for Benner. On February 27, 2025, Ms. Bitner emailed Stoner, Michael Byers, and Jonathan Gray the following request: "Please provide the need for this information." Later that day, Byers, who is a member of the Union's Executive Board and files RFIs, responded: "For the filing or possible filing of a grievance." The email specifically referenced RFI 25-35. Gray was the Union President in 2025. (N.T. 22-26, 42, 61, 69-72, 115; UX-4; CX-10)

10. Bitner believed that, after twice filing the request for gate clearances, the Union did not provide Management with the relevance of its request. Following Ms. Bitner's February 27, 2025 email, Bitner believed that the Union had not explained the relevance of the request for gate clearances. (N.T. 69-71)

11. On April 13, 2025, the Union filed Amended Grievance No. 25-033, which Ms. Bishop signed on April 14, 2025. The Amended Grievance alleged that "Management violated the CBA by assigning non H1 staff to conduct security escorts within the institution. Make Grievants whole." Stoner did not receive the requested gate clearances prior to filing the Amended Grievance. (N.T. 20-22; UX-3; CX-14)

12. On April 22, 2025, Byers emailed Ms. Bishop and Ms. Bitner in HR regarding the subject of RFI 25-35. In this email, Byers stated: "This RFI is in reference to Grievance 25-033." (N.T. 73-74; CX-9)

13. Once per month, Management meets with the Union to discuss issues at the local level. An agenda is set in advance of the meetings to identify

grievances and other issues to be discussed. These Labor-Management meetings also serve as step-1 grievance meetings for grievances filed 15 days or more before the meeting. (N.T. 27-28, 115-116)

14. At Step 2 of the grievance procedure for Benner, grievances are heard before the Western Joint Action Committed or WeJAC. WeJAC is a panel of 3 Management employees and 3 Union representatives. When the WeJAC panel deadlocks on a grievance, that grievance is eligible for arbitration at Step 3. (N.T. 27-28)

15. Amended Grievance 25-033 was filed less than 15 days prior to the scheduled April 28, 2025 Labor-Management meeting so discussion over the merits of that Grievance was tabled. At the April 28, 2025 meeting, Labor and Management did specifically discuss the fact that the Union did not have a response to RFI 25-35 and that it was connected to Amended Grievance No. 25-033. (N.T. 28-31, 33)

16. At the April 28, 2025 Labor-Management meeting, the Union re-affirmed that it was requesting gate clearance forms that approved gate clearances for visitors from January 1, 2025, to investigate an active grievance. Ms. Bitner was present for the April 28, 2025 Labor-Management meeting. (N.T. 30-31, 34-35)

17. On April 29, 2025, the next day, Ms. Bitner emailed Stoner, Byers, and Gray specifically referencing RFI 25-35 and stated the following: "I am in receipt of your request. As stated below, please provide the relevance of this request. We have discussed before that for the possibility of filing a grievance is not sufficient. Please explain how the information requested is related to a contract violation." (N.T. 34-35; UX-4; CX-10)

18. Also, on April 29, 2025, Stoner emailed Bitner stating: "in regards to specific dates for [Grievance] 25-33, we are looking at 4/11/25 and 4/12/25. The Grievance was not limited to those 2 dates. Those 2 dates were known examples to the Union at the time. The Union believed there may have been 20-40 other instances. To prove the other dates, the Union wanted the RFI fulfilled. Stoner narrowed the focus to 2 dates because the Union needed at least a few gate clearances to argue the merits of the Grievance at the Step-1 hearing. (N.T. 76, 150; CX-11)

19. On May 22, 2025, Stoner emailed Ms. Bitner with reference to RFI 25-35 stating: "Can you give me an update on this RFI? As stated at Step 1 on 4/28/25, the relevance [is] the investigation [into] a grievance related to bargaining unit work." (N.T. 35-36; UX-4)

20. On May 28, 2025, there was a Step-1 grievance hearing for Grievance 25-33, and the Union did not have the requested gate clearances to discuss the merits of the Grievance with Management. In the Commonwealth's Step-1 grievance packet, Bitner provided 3 gate clearances. Bitner has not provided any other gate clearances. (N.T. 41-42, 84-85, 127-129, 145; CX-15)

21. On June 3, 2025, Bitner wrote Stoner regarding Grievance No. 25-33. In this letter, Ms. Bitner stated, in relevant part, the following:

On Wednesday, May 28, 2025 the parties of PSCOA and Management met at the Human Resource Building for the Step 1 hearings concerning the union's claim that management was violating the contract by

assigning non H1 staff to conduct security escorts within the institution.

The grievance alleges a violation of Article 18, Section 5 and Article 39, Section 2. The following individuals were present during the step one hearing, Major Bookheimer, Major Reed, Captain Nixon, Captain Harper, Jon Gray, Tom Stoner, Justin Novosel, Stephen Bowser, Joshua Colpetzer, Zac Hammers and myself.

. . . . The union's argument is that non-contact staff are escorting visitors in the institution. The union states that escorting visitors is the job of a CO and this is H1 bargaining unit work. The union would like to be made whole. They would like to be paid for missed overtime opportunities to escort these individuals.

Management' argument is that the Imam was escorting visitors to and from program services. Policy 1.1.6 Section 3 indicates that proper escort of volunteers, public visitors and interns to and from the program area, shall be provided as deemed necessary by the Facilities Manager/designee. The Imam was assigned to do this. There were no contract violations and for the above stated reasons, this grievance is denied.

(CX-15)

22. On June 6, 2025, Ms. Bitner emailed Stoner: "Can you be more specific as to what you are referring to? Which grievance?" (N.T. 35-36; UX-4)

23. Bitner testified that she does not possess the information or documents sought by the Union. She relies on other Management personnel to provide it to her. The managerial staff in possession of the information are the ones requesting a showing of relevance. (N.T. 89-94, 107, 113-114)

24. On December 4, 2025, Grievance No. 25-33 proceeded to arbitration. The Union did not receive the gate clearances requested in RFI 25-35 before the date of arbitration hearing. (N.T. 36, 43, 47, 153)

25. Zachary Hammers is a CO2 at Benner and became Union Vice President in January 2026. In 2025, Hammers was on detached duty working as a Business Agent for the PSCOA. On the day of the arbitration, Hammers was able to review a binder containing gate clearances. Hammers credibly testified that there were hundreds of documents that would have been responsive to the RFI. (N.T. 46-50)

26. Without the gate clearance forms, the Union was unable to identify each instance that non-unit staff escorted civilians inside the Jail. The Union was also unable to identify any possible bargaining unit members who may have lost pay and the number of times alleged contract violations may have occurred. (N.T. 50-52)

27. The Commonwealth used the gate clearances as an exhibit at the arbitration hearing. The Commonwealth produced gate clearances that dated back to 2013 at the arbitration hearing. (N.T. 53, 138)

28. Robert Bookheimer is the Major of the Guard at the Jail. Major Bookheimer testified that a "Security Escort" is when a corrections officer

escorts an inmate inside the Jail. Major Bookheimer testified that a security escort does not require a gate clearance. The Union understands a security escort to include the escort of civilians inside the Jail. (N.T. 134-136, 151)

DISCUSSION

When evaluating a charge alleging a refusal to timely supply requested information, the Board has consistently held that an employer is required to provide the union with information that is relevant to representing employees in negotiations for a future contract and for policing the administration of an existing contract. PSCOA v. Commonwealth of Pennsylvania, Department of Corrections, Greene SCI, 34 PPER 52 (Final Order, 2003). The employer is also obligated to provide the union with information that it reasonably needs to process a grievance, even though a grievance has not actually been filed or is pending at the time the information is requested. Id. However, where no grievance is pending, the information sought must at least relate to a matter which arguably on its face would be governed by the contract. Id. In City of Lancaster v. PLRB, 309 A.3d 178 (Pa. Cmwlth. 2024), the Commonwealth Court held that, where the union's request for information is not presumptively relevant on its face, the union has the burden to explain to the employer how the requested information is probably or potentially relevant to terms and conditions of employment, a suspected contract violation, or a pending grievance.

In this case, the original iteration of RFI 25-35 was not, on its face, presumptively relevant to a mandatory subject of bargaining or Grievance No. 25-33. The Union filed Grievance No. 25-33 on February 8, 2025, which was acknowledged by Management on February 10, 2025. The Grievance stated that Management violated the CBA by assigning the Training Coordinator, a Management employee, to security escort duties within the Jail. On February 10, 2025, the Union filed RFI 25-35 requesting all approved gate clearances as of January 1, 2025, "for the investigation of a grievance or the possible filing of a grievance." The language of the RFI was not, on its face, presumptively relevant to the Union's investigation of the alleged removal of bargaining unit work of providing escorts for visiting civilians within the Jail. The RFI did not mention Grievance No. 25-33 or explain to Management the possible relevance that approved gate clearances would have to the issue of diverting escort work. Lancaster, supra.

After not having received any communication from Management regarding the RFI, on February 20, 2025, the Union filed a second RFI at the same number with the identical language as the first. Again, the language contained in the second RFI is not presumptively relevant to the Union's investigation on its face, and it does not reference the Grievance or the escort work at issue. On February 27, 2025, over 2 weeks after the initial RFI, Bitner emailed the Union leadership requesting that the Union explain it's need for the gate clearances. Byers responded with the same uninformative and vague language that was contained in the RFI, i.e., "[f]or the filing or possible filing of a grievance." After Management reached out to the Union to explain the relevance of its request, the Union had the burden of identifying the Grievance and explaining why the gate clearances were relevant to investigating that Grievance and the alleged removal of work, per Lancaster, supra.

On April 13, 2025, the Union filed Amended Grievance No. 25-33 broadening its complaint to include non-H1 staff, instead of just the Training Coordinator, who were conducting security escorts in the Jail. On April 22, 2025, Byers emailed Bitner and Bishop in HR stating that RFI 25-35 is in reference to Grievance No. 25-33. Thus, as of April 22, 2025, Management was aware that the gate clearances pertained to the investigation of a specific grievance which, by its terms, complained of removing escort work from the bargaining unit. Because Management understood the term "security escort" to refer to escorting inmates within the Jail, Ms. Bitner and other Managers did not understand the relevance of gate clearances for visitors as pertaining to non-H1 personnel conducting security escorts as complained of in Amended Grievance No. 25-33.

Bitner was present at the April 28, 2025 Labor-Management meeting during which Union leaders reaffirmed that they wanted the approved gate clearances to investigate the Grievance. The very next day, on April 29, 2025, Bitner emailed the Union leadership specifically referencing RFI 25-35 and again asked the Union to provide the relevancy of its request for gate clearances. The same day, Stoner reaffirmed that the gate clearances were for Grievance 25-33 and specifically requested clearances for April 11, 2025, and April 12, 2025. The Grievance and the RFI, however, were not limited to those 2 dates. The Union just wanted to have something for the Step-1 grievance meeting. On May 22, 2025, Stoner again requested an update on the RFI. At the May 28, 2025 Step-1 grievance hearing, Bitner's grievance packet provided 3 gate clearances for April 10, 2025, and April 11, 2025. Certainly, after hearing the merits of the Grievance on May 28, 2025 and providing the 3 gate clearances on that date, Bitner understood the relevance of the Union's request for all approved gate clearances since January 1, 2025, as pertaining to visitor escorts and not inmate escorts.

On June 3, 2025, Bitner wrote a letter to Stoner referencing the May 28, 2025 Step-1 hearing and therein denied Amended Grievance 25-33. In that letter, Bitner stated: "The union's argument is that non-contact staff are escorting visitors in the institution. The union states that escorting visitors is the job of a CO and this is H1 bargaining unit work. The union would like to be made whole." Bitner's letter demonstrates her understanding that the Union's Grievance complained of non-H1 staff escorting visitors and thus the relevance of the gate clearances.

Then, pretending to not remember anything from April and May, Bitner again, on June 6, 2025, asked Stoner to specify which grievance RFI 25-35 related to. Bitner never provided the requested gate clearances even after she had actual knowledge of the relevance that the information had to the Grievance. The Union did not receive the gate clearances requested in RFI 25-35 until the Commonwealth provided them at the December 4, 2025 arbitration hearing as exhibits in support of the Commonwealth's defense. The Commonwealth's use of the gate clearances, dating back to 2013, at the arbitration hearing, shows that the Commonwealth also understood and agreed that the gate clearances were relevant to the grievance.

The Commonwealth argues that gate clearance forms are not potentially relevant to a claim regarding non-union staff conducting security escorts within the institution because the term "security escorts" refers to escorting inmates already inside the jail which are performed by H1 bargaining unit members. The term, according to the Commonwealth, does not refer to escorting visitors entering through the gate. In this context, the Commonwealth contends that there was no connection between "security escorts"

and gate clearances. However, regardless of the different meanings the parties have assigned to the term "security escorts," Bitner understood that the Union's focus was on visitor escorts by the April 28, 2025 Labor-Management meeting, by the May 28, 2025 Step-1 grievance hearing, when Bitner provided 3 gate clearances, which did not fulfill the RFI, and certainly, at the latest, by her June 3, 2025 Grievance denial letter.

I find that Bitner deliberately refused to provide requested information that she understood to be relevant to an active Grievance pertaining to non-H1 visitor escorts, as of late April 2025, and no later than June 3, 2025. Bitner thereby blocked the Union's representation efforts by feigning a lack of understanding of relevance causing delays and a woefully incomplete and untimely response to the RFI. Indeed, the Commonwealth never fulfilled the RFI before arbitration, even though Ms. Bitner demonstrated her complete understanding of the relevance of the requested information by June 3, 2025. Therefore, the Commonwealth violated its bargaining obligation to the Union. Significantly, the Commonwealth used gate clearances going back to 2013 to support its arbitration defense that non-H1 staff had been providing visitor escorts for a long time and that those escorts were not bargaining unit work. Assuming that to be the case, the Commonwealth could have avoided arbitration if it had provided the gate clearances going back further than the requested date of January 1, 2025. And if the Union agreed, it may have withdrawn the Grievance. And that is why cooperation is generally more productive.

However, it is important to note here that the Commonwealth's delays are also the responsibility of the Union. The Union leaders should have done a better job explaining to Management why they needed the requested information at the outset, when they already knew why they wanted it. The initial RFI submissions were not facially relevant to the Grievance or the intended allegations that non-H1 staff were conducting civilian escorts. The one-sentence emails from the Union that the information requested was "[f]or the filing or possible filing of a grievance" did not demonstrate relevance to a particular issue or a particular grievance that properly articulated the bargaining issue about which the Union sought to complain. Also, because the Union ultimately received documents that would have fulfilled RFI 25-35 at the December 4, 2025 arbitration hearing, there is no need for the standard remedy directing the production of the requested information.

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 employee 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) and (5) 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, restraining or coercing employees in the exercise of the rights guaranteed in Article IV of the Act.

2. Cease and desist from refusing to bargain collectively in good faith with the employee organization which is the exclusive representative of employees in the appropriate unit, including but not limited to discussing of grievances with the exclusive representative.

3. 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 its 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 pursuant to 34 Pa. Code § 95.98(a) within twenty (20) days of the date hereof, this decision and order shall become and be absolute and final.

SIGNED, DATED AND MAILED from Harrisburg, Pennsylvania this twenty-fifth day of June, 2026.

PENNSYLVANIA LABOR RELATIONS BOARD

/s/ Jack E. Marino

Jack E. Marino, Hearing Examiner

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

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AFFIDAVIT OF COMPLIANCE

The Commonwealth hereby certifies that it has ceased and desisted from its violations of Section 1201(a)(1) and (5) 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