

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

ARMSTRONG EDUCATION ASSOCIATION, :
PSEA/NEA :
 : CASE NO. PERA-C-25-252-W
v. :
 :
ARMSTRONG SCHOOL DISTRICT :

PROPOSED DECISION AND ORDER

On September 18, 2025, the Armstrong Education Association PSEA/NEA (Union, Association or AEA) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (Board) alleging that the Armstrong School District (District or Employer) violated Section 1201(a)(1) and (5) of the Public Employee Relations Act (PERA or Act) when, at the beginning of the 2025-2026 school year, it unilaterally diverted exclusive Union work to non-Union employees.

On September 24, 2025, the Union filed an amended charge which corrected incorrect references in the specification of charges in the original charge.

On October 7, 2025, the Secretary of the Board issued a complaint and notice of hearing, assigning the matter to conciliation, and designating January 14, 2026, in Pittsburgh, as the time and place of hearing.

The hearing was necessary and was continued with the consent of the parties and ultimately held on March 23, 2026, in Kittanning, before the undersigned Hearing Examiner, at which time all parties in interest were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. The Union filed a post-hearing brief on April 27, 2026. The District filed a post-hearing brief on May 27, 2026.

The Hearing Examiner, based upon all matters of record, makes the following:

FINDINGS OF FACT

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

2. The Union is an employee organization within the meaning of Section 301(3) of PERA. The Union is the exclusive certified bargaining representative of a unit of professional employees of the District including classroom teachers, librarians, guidance counselors, public school psychologists, school nurses, dental hygienists, reading specialists and science specialists; and excluding supervisors, first level supervisors, and confidential employees as defined in the Act. (N.T. 6; Joint Exhibit 2, PERA-R-282-W).

3. At all times relevant to this matter, the parties were subject to a collective bargaining agreement (CBA) with the effective dates of July 1, 2021, through June 30, 2026. (Joint Exhibit 2).

4. Prior to the 2025-2026 school year, the District employed professional librarians in each of its two high schools and in each of its six elementary schools. (N.T. 31).

5. Prior to the 2025-2026 school year, no paraprofessionals worked in the high school libraries except as discussed below in Finding of Fact 10. (N.T. 14, 21, 46, 49).

6. The typical duties of librarians in the District are planning instruction and collaborating with classroom teachers, developing the libraries' collection, finding books and materials through inter-library loan, re-shelving material, and checking books in and out. These tasks have been performed exclusively by librarians. The work of librarians consists of instructional work as well as non-instructional work. (N.T. 20-21, 46).

7. On June 23, 2025, the District's Board of School Directors (School Board) voted to curtail a number of educational programs and furlough certain professional staff who are in the bargaining-unit. Specifically, and relevant to this matter, the School Board voted to furlough the two High School Librarians. The District's two high schools are called Armstrong High School and West Shamokin High School. The high schools cover seventh through twelfth grade. There are no middle schools in the District. (N.T. 13, 30, 55; Joint Exhibit 6).

8. On July 21, 2025, the School Board voted to approve the creation of two new paraprofessional "Library Monitor" positions: one at each of the District's two high schools. The District then soon hired two library monitors. (N.T. 13, 60-61; Joint Exhibit 3, 5).

9. Also on July 21, 2025, the School Board approved the written job description for library monitors. The job description states in relevant part:

Job Analysis

Under the supervision of the building principal, the library monitor is responsible for maintaining a safe, organized, and supportive environment within the school library for students. The Library Monitor oversees student behavior, supports library operations, manages circulation systems, and the accessibility of the library as a hub for reading, learning, and collaboration.

PERFORMANCE RESPONSIBILITIES

1. Student Supervision and Behavior Management

- Monitor student behavior in the library to ensure a quiet, respectful, and productive environment.
- Enforce library and school rules in alignment with school-wide behavior expectations.

- Assist students

2. Library Operations and Circulation

- Check books and other resources in and out using the library's circulation system.
- Maintain student library accounts and assist with overdue notices.
- Re-shelve returned books and maintain correct shelving order using Dewey Decimal or other classification systems.
- Track damaged or lost materials and report issues

3. Inventory and Resource Management

- Assist with maintaining an accurate and up-to-date inventory of library books, periodicals, and digital media.
- Support the cataloging and processing of new materials.
- Help prepare displays, signage, or materials for events such as reading weeks or book fairs.

4. General Library Support

- Maintain clean, orderly workspaces including tables, reading areas, and computer stations.
- Troubleshoot minor technological issues (printing, logging in, etc.) and refer larger tech problems as needed to the Technology Department.
- Support Library programming by helping organize materials and preparing for classroom visits, author events, or presentations.

(N.T, 22; Joint Exhibit 4).

9. The two high school professional librarians were furloughed effective August 15, 2025. (N.T. 14).

10. Starting with the beginning of the 2025-2026 school year, the new paraprofessional library monitors performed the work in the high school libraries as described in the job description above. The work performed by the new library monitors is all work that had previously been exclusively performed by bargaining-unit librarians. The exception to the exclusivity of the professional librarian work is that occasionally, prior to the 2025-2026 school year, paraprofessionals worked in the library to support special needs

students. A paraprofessional assigned to a student with special needs would continue to support that student when the student is in the library. In addition, the work of preparing displays, signage, or materials for events such as reading weeks or book fairs and maintaining clean and orderly workspaces in the libraries is not exclusive bargaining-unit work. (N.T. 14, 21-29, 37-39, 45-47, 53).

DISCUSSION

The Union charges that the District unilaterally removed the exclusive bargaining unit work when it furloughed two high school librarians and replaced them with non-bargaining unit library monitors. An employee representative bears the burden of proving that an employer unilaterally transferred or removed work from the bargaining unit. City of Allentown v. PLRB, 851 A.2d 988 (Pa. Cmwlth. 2004). The transfer of any bargaining unit work outside the unit without first bargaining with the employee representative is an unfair practice. City of Harrisburg v. PLRB, 605 A.2d 440 (Pa. Cmwlth. 1992). A removal of bargaining unit work may occur (1) when an employer unilaterally removes work that is exclusively performed by the bargaining unit or (2) when an employer alters a past practice regarding the extent to which bargaining unit employees and non-bargaining unit employees perform the same work. City of Jeannette v. PLRB, 890 A.2d 1154 (Pa. Cmwlth. 2006) (citing AFSCME, Council 13, AFL-CIO v. PLRB, 616 A.2d 135 (Pa. Cmwlth. 1992)).

The record is clear in this case. For many years the District employed a librarian in its each of its two high school libraries. These librarians were in the professional unit, which is the Union in this case. In the summer of 2025, the District decided to "curtail" the high school library program which meant, in practice, that it furloughed the two professional librarians and replaced them with paraprofessional library monitors. The record shows that the work thereafter performed by the library monitors in the 2025-2026 school year was, with minor exceptions, work that had been performed exclusively by the professional librarians. There is nothing on this record to show that the District bargained with the Union on this issue.

Specifically, for the purposes of this matter, the Union showed that the exclusive bargaining unit work performed by the professional librarians prior to the 2025-2026 school year was:

- Monitor student behavior in the library to ensure a quiet, respectful, and productive environment.
- Enforce library and school rules in alignment with school-wide behavior expectations.
- Check books and other resources in and out using the library's circulation system.
- Maintain student library accounts and assist with overdue notices.

- Re-shelve returned books and maintain correct shelving order using Dewey Decimal or other classification systems.
- Track damaged or lost materials and report issues
- Assist with maintaining an accurate and up-to-date inventory of library books, periodicals, and digital media.
- Support the cataloging and processing of new materials.
- Troubleshoot minor technological issues (printing, logging in, etc.) and refer larger tech problems as needed to the Technology Department.
- Support Library programming by helping organize materials and preparing for classroom visits, author events, or presentations.

The Union also showed that the paraprofessional library monitors now, starting in the 2025-2026 school year, perform the above work as assigned to them by the District and the District did not bargain over this issue. This is an unfair practice as it is a unilateral removal of bargaining unit work.

The District argues in its Brief that it did not commit an unfair practice because it closed or curtailed the entirety of the High School Library program and that the library monitors are not performing exclusive bargaining unit work since it was not professional work. However, the record shows the high school libraries were not closed and that the library monitors performed the exclusive work of the librarians after the librarians had been furloughed. An analysis of whether the exclusive work was "professional" in the sense of Section 301(7) of PERA¹, as urged by the District, is a red herring. The work at issue in this case is "professional" for the purposes of determining an unfair practice because it exclusively belonged to the professional unit. The District cannot remove exclusive work from the professional

¹ 43 PS 1101.301(7) states:

(7) "Professional employee" means any employee whose work: (i) is predominantly intellectual and varied in character; (ii) requires consistent exercise of discretion and judgment; (iii) requires knowledge of an advanced nature in the field of science or learning customarily acquired by specialized study in an institution of higher learning or its equivalent; and (iv) is of such character that the output or result accomplished cannot be standardized in relation to a given period of time.

unit and assign it to paraprofessional employees through unilateral determinations that the work in question is "not professional".

CONCLUSIONS

The Hearing Examiner, therefore, after due consideration of the foregoing and the record as a whole, concludes and finds:

1. The District 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 District 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 Hearing Examiner

HEREBY ORDERS AND DIRECTS

that the District shall:

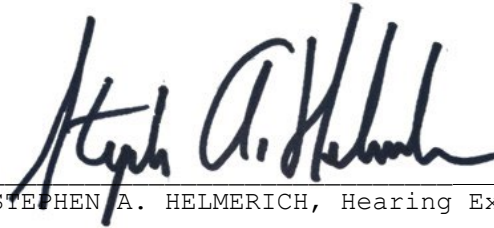
1. Cease and desist from interfering, restraining or coercing employees in the exercise of the rights guaranteed in Article IV of the Act.
2. Cease and desist from refusing to bargain collectively in good faith with the employee representative which is the exclusive representative of employees in an appropriate unit, including but not limited to the discussing of grievances with the exclusive representative.
3. Take the following affirmative action:
 - (a) Immediately return the exclusive bargaining-unit work to the Union, restore the *status quo ante*, and make whole any bargaining unit employees who have been adversely affected due to the District's unfair practices, together with six percent (6%) *per annum* interest;
 - (b) 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;
 - (c) 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
 - (d) 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 at Harrisburg, Pennsylvania, this seventeenth day of June, 2026.

PENNSYLVANIA LABOR RELATIONS BOARD

A handwritten signature in black ink, appearing to read "Stephen A. Helmerich", is written over a horizontal line.

STEPHEN A. HELMERICH, Hearing Examiner

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AFFIDAVIT OF COMPLIANCE

Armstrong School District hereby certifies that it has ceased and desisted from its violation 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 immediately returned the exclusive bargaining-unit work to the Union, restored the *status quo ante*, and made whole any bargaining unit employees who have been adversely affected due to the District's unfair practices, together with six percent (6%) *per annum* interest; that it has posted a copy of the Proposed Decision and Order as directed therein; and that it has served an executed copy of this affidavit on the Union at its principal place of business.

Signature

Title

Date

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

Signature of Notary Public