

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

LOWER MORELAND TOWNSHIP EDUCATION ASSOCIATION, :
:
v. : Case No. PERA-C-25-238-E
:
LOWER MORELAND TOWNSHIP SCHOOL DISTRICT :

PROPOSED DECISION AND ORDER

On September 8, 2025, the Lower Moreland Township Education Association (Association or Union) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (Board) against the Lower Moreland Township School District (District), alleging that the District violated Section 1201(a)(1) and (5) of the Public Employe Relations Act (PERA or Act) by unilaterally removing bargaining unit work on September 2, 2025, in violation of its bargaining obligation with the Association.

On September 30, 2025, the Secretary of the Board issued a Complaint and Notice of Hearing, assigning the charge to conciliation and directing a hearing on December 2, 2025, if necessary. After two continuances, the hearing ensued on March 12, 2026, at which time the parties were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. The Association filed a post-hearing brief in support of its position on April 27, 2026. The District filed a post-hearing brief in support of its position on April 28, 2026.

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 District is a public employer within the meaning of Section 301(1) of PERA. (N.T. 8)
2. The Association is an employe organization within the meaning of Section 301(3) of PERA. (N.T. 8)
3. The Association is the exclusive bargaining representative for a unit of professional employes at the District. (Association Exhibit 1)
4. The Association and the District entered into a Memorandum of Understanding (MOU) on November 7, 2023, which provides in relevant part as follows:

Two new bargaining unit positions will be created beginning with the 2024-2025 school year; one at Pine Road Elementary School and one at Murray Avenue School;

These positions will be entitled, "Instructional Support Teacher/Dean of Students." A copy of the job description is attached;

If existing teachers are hired for the positions, they will be placed on the same Class and Step on the Salary Schedule as they

would be eligible for if they remained in their current teaching positions. If a teacher is hired from outside the District, then that teacher will be placed at Step 1 of the Class that corresponds to their level of education, as is past hiring practice of the [D]istrict;

These positions will be non-supervisory and will be part of the collective bargaining agreement of the Lower Moreland Township Education Association; and

Due to these positions being new, Administration, the IST/Dean of Students Teachers, and the [Association] Co-Presidents will meet and discuss any feedback and concerns as necessary throughout the school year.

(Association Exhibit 1)

5. The parties attached a job description for the Instructional Support Teacher/Dean of Students position, which includes the following duties and responsibilities:

Oversees the IST process including leading IST team meetings, creating intervention plans, holding parent meetings, supporting teachers with implementation of interventions, and monitoring student progress through the collection, maintenance, and analysis of student assessment data;

Plans collaboratively with classroom teachers to provide effective instructional intervention services that are aligned to the core curriculum and are targeted to meet individual student needs;

Utilizes evidence-based practices when designing and evaluating intervention services;

Provides targeted instruction to students eligible for intervention services and directs instructional assistants providing additional student support;

Provides staff development sessions and coaching related to effective instruction;

Participates in grade level team meetings and staff development sessions;

Participates in the analysis of assessment data including state assessments, benchmark assessments, and curriculum[-]based assessments for the purpose of guiding instruction and intervening;

Supports the principal in coordinating school functions and community events;

Supports administration and teachers in implementing all aspects of instructional programming;

Assists with the oversight of the student schedule, including lunch, recess, transitions, and arrival/dismissal;

Communicates with parents, staff, and students on a regular basis;

Supports a positive school climate;

Maintains and manages student discipline;

Monitors student attendance and responds with letters, parent communication, and student attendance improvement conferences as needed.

(Association Exhibits 1, 2)

6. Julia Antoni has been employed at the District for 27 years and has been Co-President of the Association for four years. During the 2023-2024 school year, she held the position of classroom teacher. She described how the prior Superintendent of the District approached her and the other Association Co-President, Meg Smith, with the MOU to create two bargaining unit positions at the Pine Road and Murray Avenue Elementary schools. She testified that the parties discussed the job description for the new positions, which was included as part of the MOU. (N.T. 22-25, 46-47; Association Exhibit 6)

7. Co-President Antoni testified that the Dean of Students position was essentially responsible for overseeing student discipline in the school. She indicated that this would include detentions, letters of reprimand, and parent conferences. She explained that IST was basically a student support program where the instructional support teacher oversees the support and intervention that a student may need to be successful. She described how the MOU incorporated a job description that combined the functions of the IST and Dean of Students into one position. (N.T. 25-27, 45)

8. Co-President Antoni held one of the IST/Dean of Students positions for the 2024-2025 school year. She testified that, when she held the IST/Dean of Students position, she utilized a software program called "LinkIt," which was provided by the District, and which created a checklist for the IST team to track student data and information. She described putting interventions into the system for a certain period, which the team would revisit at a later time to ensure success. She explained that IST teams were comprised of the principal, the counselor, the reading and math specialists, and the IST coordinator. (N.T. 29-30, 39, 59-60, 62)

9. At some point during the 2024-2025 school year, the District's new Superintendent, Dennis Best, prepared a recommendation for the School Board to transition from the IST/Dean of Students positions to Assistant Principal positions at the District's two elementary schools beginning with the 2025-2026 school year. Superintendent Best testified that this recommendation occurred in connection with the District's transition from the use of an IST approach to a Multi-Tiered System of Supports (MTSS). As part of the transition, the two bargaining unit employees in the IST positions

would be reassigned to classroom teaching positions. (N.T. 66-69; Association Exhibit 7, District Exhibit 1)¹

10. Co-President Antoni testified that Superintendent Best told her on January 3, 2025 that the District would be eliminating the IST/Dean of Students positions and moving to the MTSS model. (N.T. 40, 60)

11. In March 2025, the District posted a vacancy announcement for an Assistant Principal position at both elementary buildings. The job description included 16 separately enumerated duties, including "implement student discipline and maintain records for all referrals and related documentation," along with "oversee the [MTSS] process at the building level, ensuring effective implementation of interventions and data-driven decision-making to support all students' academic, social, and emotional needs. This includes collaborating with staff to identify students requiring support, monitoring progress, and adjusting interventions as needed." (N.T. 58; Association Exhibit 3)

12. Co-President Antoni testified that the District eliminated both of the IST/Dean of Students positions and that the Assistant Principals are performing that IST bargaining unit work. (N.T. 56-57)

13. Co-President Antoni testified that the District implemented the alleged removal of bargaining unit work in October 2025 without bargaining with the Association. (N.T. 38-39)

DISCUSSION

The Association argues that the District violated Section 1201(a) (1) and (5) of the Act² by unilaterally transferring the IST bargaining unit work to the Assistant Principals in violation of both its bargaining obligation and the November 7, 2023 MOU. It is well settled that the removal of any bargaining unit work is a mandatory subject of bargaining and that an employer commits an unfair practice when it fails to bargain with the exclusive representative before transferring bargaining unit work to an employee outside the unit. Hazleton Area Education Support Personnel Ass'n v. Hazleton Area School District, 37 PPER 30 (Proposed Decision and Order, 2006) (citing Midland Borough School District v. PLRB, 560 A.2d 303 (Pa. Cmwlth.

¹ The IST approach allegedly differs from MTSS in that IST occurs from the bottom up, such that teachers concerned about a student's performance would bring issues to the IST team, which would then review the situation and provide interventions where necessary. The MTSS model, on the other hand, is apparently top-down approach that looks at all students at once and provides three tiers of support, including (1) the core instruction and universal supports of the general classroom; (2) targeted small-group interventions for students not responding adequately to tier one; and (3) intensive, individualized interventions for students who continue to struggle despite tier one and tier two supports. (N.T. 69-70; Association Exhibit 7)

² Section 1201(a) of PERA provides that "[p]ublic employers, their agents or representatives are prohibited from: (1) Interfering, restraining or coercing employees in the exercise of the rights guaranteed in Article IV of this act...(5) Refusing to bargain collectively in good faith with an 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. 43 P.S. § 1101.1201.

1989)); PLRB v. Mars Area School District, 389 A.2d 1073 (Pa. 1978); City of Harrisburg v. PLRB, 605 A.2d 440, 442 (Pa. Cmwlth. 1992). It is equally well settled that the Board will review a collectively bargained-for agreement to determine whether the employer has clearly repudiated its provisions because such a repudiation may constitute an unfair labor practice, regardless of whether the alleged repudiation may also be a grievance. Pennsylvania State Troopers Ass'n v. PLRB, 761 A.2d 645 (Pa. Cmwlth. 2000).

However, the Board will also *sua sponte* consider the ripeness of a charge, as such a determination is jurisdictional in nature. Pennsylvania State Troopers Association v. Commonwealth of Pennsylvania, Pennsylvania State Police, 35 PPER 78 (Proposed Decision and Order, 2004), *aff'd* 35 PPER 114 (Final Order, 2004). A unilateral transfer of bargaining unit work charge is prematurely filed if the alleged transfer of bargaining unit work has yet to be implemented at the time the charge is filed. *Id*; APSCUF v. PLRB, 661 A.2d 898 (Pa. Cmwlth. 1995). The Board and its hearing examiners do not have jurisdiction to entertain premature claims that are not ripe for adjudication. Pennsylvania State Troopers Association, 35 PPER 114 (Final Order, 2004).

In this case, the Association filed a charge of unfair practices on September 8, 2025, alleging that the District violated the Act, on September 2, 2025, by unilaterally removing bargaining unit work established by the November 7, 2023 MOU. Unfortunately for the Association, there is no evidence in the record to support such a finding that the District allegedly removed bargaining unit work in violation of its bargaining obligation and/or the MOU at any time prior to the filing date of the charge, which was September 8, 2025. Instead, the Association's Co-President testified that the District implemented the alleged removal of bargaining unit work in October 2025 without bargaining with the Association. (N.T. 38-39). What is more, the Association admitted at the hearing that the alleged removal did not happen until October 2025, (N.T. 38, 53), and that the District did not even hire Assistant Principal Nancy Bradley, who allegedly began performing the bargaining unit work in question, under the Association's theory of the case, until October 2025, (N.T. 35). This timeline plainly demonstrates that the Association's September 8, 2025 charge was filed prematurely. Further, it is of no consequence whether the District eventually implemented the alleged removal in October 2025, because the Association has not subsequently amended its charge at any point after that October 2025 alleged removal, much less within the Act's four-month limitations period, which is fatal to its case. Western Wayne Education Ass'n v. Western Wayne School District, 53 PPER 63 (Proposed Decision and Order, 2022). Accordingly, the Board is without jurisdiction to entertain the merits of the charge, and the charge must be dismissed as a matter of law.³

³ The Association also alleged in the charge that the District committed an independent violation of Section 1201(a)(1) of the Act by unilaterally removing Association Co-President Antoni from her IST position and reassigning her to another position. However, the Association did not present any evidence of when this allegedly occurred. To the extent the District planned to implement the transition from IST to MTSS with the start of the 2025-2026 school year, there is also no evidence of when the 2025-2026 school year began or that the District implemented the change consistent with the timeline of the plan, which is especially problematic for the Association in light of its admission that Assistant Principal Bradley was not hired until October 2025. Thus, the Association failed to sustain its burden of proving the ripeness and/or timeliness of this portion of the charge as well.

CONCLUSIONS

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

1. The District is a public employer within the meaning of Section 301(1) of PERA.
2. The Association is an employee organization within the meaning of Section 301(3) of PERA.
3. The Board has jurisdiction over the parties hereto.
4. The charge under Section 1201(a)(1) and (5) of PERA is not ripe for adjudication, and is therefore dismissed as premature.

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 13th day of July, 2026.

PENNSYLVANIA LABOR RELATIONS BOARD

/s/ John Pozniak
John Pozniak, Hearing Examiner

In any case, even if this portion of the charge were timely, the Association's post-hearing brief is devoid of any argument or discussion regarding the District's alleged independent violation of Section 1201(a)(1), and therefore, that claim has been waived.