

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

IN THE MATTER OF THE EMPLOYES OF :
:
: PERA-U-25-311-E
: (PERA-R-02-231-E)
MONTROSE AREA SCHOOL DISTRICT :

PROPOSED ORDER OF DISMISSAL

On November 24, 2025, the Montrose Area School District (District or Employer) filed a Petition for Unit Clarification with the Pennsylvania Labor Relations Board (Board) seeking to exclude the position of Payroll and Benefits Clerk from a unit of nonprofessional employees, represented by the Montrose Area Education Support Professionals Association (Association or Union), alleging that the Payroll and Benefits Clerk is a confidential employee, pursuant to Section 301(13) of the Public Employee Relations Act (PERA or Act).

On December 24, 2025, the Secretary of the Board issued an Order and Notice of Hearing, assigning the matter to conciliation, and directing a hearing on February 24, 2026, if necessary. The hearing was subsequently continued to May 12, 2026, at the Association's request and without objection by the District.

The hearing ensued on May 12, 2026, at which time all parties in interest were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence.¹ The parties each filed separate post-hearing briefs in support of their respective positions on July 20, 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. 5)

2. The Association is an employee organization within the meaning of Section 301(3) of PERA. (N.T. 5)

3. The Association is the exclusive bargaining representative for a unit of nonprofessional employees at the District. (Joint Exhibit 1; PERA-R-02-231-E)

4. The Association and the District are parties to a collective bargaining agreement (CBA) effective July 1, 2025 through June 30, 2028. (Joint Exhibit 1)

5. Christopher McComb has been the Superintendent at the District since 2018. He testified that his administrative assistant is Connie Burchard, who is the only confidential employee currently working for the

¹ The hearing was held virtually by agreement of the parties.

District. He indicated that the District has 12 other administrative assistants, none of whom are confidential employees. (N.T. 8-9)

6. Superintendent McComb testified that the Payroll and Benefits Clerk handles all of the payroll duties and benefits organization for the District's employees. He asserted that the Payroll and Benefits Clerk helps the District's Business Manager when the District is engaged in contract negotiations and looking at staffing projections. (N.T. 9-10)

7. Superintendent McComb testified that the District's Business Manager is Matthew Lentz, who does not work at the District every day. Instead, Lentz comes into the office one day per week on average. He described how Lentz meets with the three Business Office secretaries, one of whom is the Payroll and Benefits Clerk, virtually on a regular basis to make sure the daily operations are running smoothly. (N.T. 9-11)

8. Superintendent McComb described why he thinks the Payroll and Benefits Clerk is a confidential employee, asserting that the position is responsible for handling "intimate information," such as payroll, benefits, and employee health insurance issues. He explained that the Payroll and Benefits Clerk also meets with the Superintendent and Business Manager when they are asking about staffing questions with regard to payroll, projections, modifications to the employee complement, or contract negotiations. He asserted that the Superintendent and Business Manager do not use the other two Business Office secretaries for those issues. (N.T. 10-11)

9. On cross-examination, Superintendent McComb acknowledged that Robin Walter is the employee currently holding the Payroll and Benefits Clerk position. He agreed that Walter is a longtime District employee, who has held the Payroll and Benefits Clerk position since at least 2018 when he first came to the District. He admitted that Walter does not have access to his email and that she does not discuss it with him. (N.T. 12-14)

10. On cross-examination, Superintendent McComb testified that one of the core functions of the position primarily involves running payroll. He conceded that another major function of the position involves fielding employee questions surrounding their health insurance. He acknowledged that the Payroll and Benefits Clerk does not come to the bargaining table during negotiations. He indicated that the Business Manager comes to the bargaining table during negotiations. He admitted that the Business Manager is employed by an outside company that has a contract with the District. He claimed that the Business Manager has a District email address. (N.T. 14-16)

11. On cross-examination, Superintendent McComb clarified his earlier testimony and admitted that the Business Manager has not, as of yet, come to the bargaining table during contract negotiations. He explained that, during previous contract negotiations, the prior Business Manager was not at the table, but that she provided the Superintendent with "information." He asserted that the previous Business Manager was at the bargaining table prior to his arrival at the District. (N.T. 16)

12. On cross-examination, Superintendent McComb testified that the District settled a contract for the professional unit in 2024. When asked to describe the role of the Payroll and Benefits Clerk during those negotiations, he stated that he did not "specifically have that information." He indicated that he would defer to the previous Business Manager, Michelle Lusk, "who would have certainly relied on [the Payroll and Benefits Clerk's]

expertise in running reports and getting that information." He admitted that he is part of developing the bargaining strategy for the District, along with identifying the priorities, and meeting with other administrators to establish those priorities. He conceded that the Payroll and Benefits Clerk is not involved with any of those discussions, specifically stating that "[n]o secretaries are involved in any of those discussions," even his own personal secretary. (N.T. 16-17)

13. On cross-examination, Superintendent McComb testified that the Payroll and Benefits Clerk has been a bargaining unit position throughout his entire time at the District. He claimed that the District has been asserting the confidential nature of the position all the way back to 2018 or 2019. He emphasized that the District believes this because the position deals with information that is confidential in nature, such as health insurance issues and salary information. He also asserted that the Payroll and Benefits Clerk helps the Business Manager with running scenarios that are strategic in nature to help with planning and staffing projections moving forward. (N.T. 18-20)

14. Matthew Lentz is the owner and CEO of a third-party firm that was retained by the District, beginning in May 2025, to provide outsourced school business office services following the retirement of the former Business Manager. He testified that he is not an employee of the District and that he does not have the authority to bind the District. He described how he is the treasurer for the District and attends School Board meetings that are related to the budget, during which he provides a written report. He acknowledged that he does not attend the regular monthly meetings. (N.T. 21-22)

15. Business Manager Lentz testified that he has worked with Robin Walter, the employee holding the Payroll and Benefits Clerk position, since May 2025. He testified that the District is currently facing fiscal challenges with regard to balancing revenues and expenditures. He explained how the Payroll and Benefits Clerk was part of the process of identifying positions that would not be renewed during the budget process. He described how this involved Walter preparing data related to a four-to-five year history and analysis of costs associated with extra duties, overtime payments, and summer work, which Lentz then used to communicate with the Superintendent and the School Board to prepare a budget which eliminated that work. (N.T. 22-23)

16. Business Manager Lentz testified that the Payroll and Benefits Clerk would sometimes learn of his decisions regarding what the budget could support before the Superintendent. He also stated that the Payroll and Benefits Clerk maintains information with regard to employee health insurance benefits and what balances might be owed in connection with the District's health reimbursement account (HRA), which he uses to issue reminder letters. He described how Walter also served as a witness in a court hearing involving one individual who did not pay and had a balance that had accumulated. (N.T. 24)

17. Business Manager Lentz offered an example of one alleged incident in which the Payroll and Benefits Clerk was involved in identifying a temporary professional employee of the District, whose contract was not renewed. He also described how the Payroll and Benefits Clerk walked him through options for staffing, such as seniority and certifications, in the event of employee retirements and what it would look like if the District did not replace the positions. He claimed that this is a fair example of her

involvement with the District's labor relations. He admitted that, since he is not even a District employee, he is not comfortable providing individual benefit advice, and stated that he relies on Walter to provide that guidance. (N.T. 24-26)

18. Business Manager Lentz offered another example of an alleged incident, in which the Payroll and Benefits Clerk provided cost analyses of how much savings the District could realize by eliminating summer school work, extra duties, and overtime payments. He explained that he requested that Walter perform this analysis for both the professional and nonprofessional units with regard to summer school, but he claimed that Walter actually came to him on her own in connection with an analysis of the electronic time clock for the custodians, which tracks their shift differential and payments. (N.T. 26-27)

19. Business Manager Lentz testified that the District has not negotiated any contracts during the time he has been contracting his services to the District. He cited another alleged incident, however, in which the Payroll and Benefits Clerk calculated new rates for an employee premium contribution when the health insurance consortium added a \$95.00 administrative fee. He claimed that the Union asserted that the administrative fee could not be considered part of the rates, and as a result, Walter had to recalculate the rates and release them again during the open enrollment period in October and November 2025. He believed this to be "a contract matter," as Walter was involved with a contract dispute over costs associated with the health insurance consortium. (N.T. 28-29)

20. Business Manager Lentz testified that the District just settled a five-year contract with the professional unit, which will not expire until 2029. He claimed that he intends to use the Payroll and Benefits Clerk to perform similar tasks in connection with developing cost benefit strategies when it comes time to negotiate the successor agreements for both the professional and nonprofessional units. (N.T. 29)

21. Business Manager Lentz testified that the Payroll and Benefits Clerk processes payroll; administers benefits; prepares and updates personnel and benefits budgets to be used with budgeting and contract negotiations; creates projections for salaries, benefits, and personnel costs for budgets and contracts; analyzes the cost of contracted services to substitutes and other outside providers for comparison to in-house staffing costs; and develops labor cost models to include projections of salaries, benefits, and step movements. He also stated that the Payroll and Benefits Clerk accesses "confidential" financial personnel records, including information on grievance settlements and "labor related budget strategies." He asserted that the Payroll and Benefits Clerk works closely with him on a frequent basis, specifically citing the work she did with regard to the \$95.00 administrative fee for the health insurance consortium, and how she is apparently on the email responses related to benefits. (N.T. 30-31)

22. On cross-examination, Business Manager Lentz admitted that processing payroll is not a duty that supports a confidential exclusion. However, he asserted that answering questions about individual employee medications or benefits coverage does support an exclusion because those "individuals could choose to grieve the decision." He also claimed that discussing employee HRA balances also supports an exclusion because some individual employees refuse to pay, after which he follows up on the employee's

discussion with the Payroll and Benefits Clerk and then seeks collection.
(N.T. 32-33)

23. On cross-examination, Business Manager Lentz testified that the Payroll and Benefits Clerk is closely involved with collective bargaining because Walter has performed work that resulted in the reduction of staff and interpreting the contract as it relates to the \$95.00 administrative fee from the health insurance consortium. He agreed that the District has not had any bargaining sessions during his time there. He maintained that he has directed the Payroll and Benefits Clerk to cost out individual personnel changes, as well as changes to benefits, "that are exactly the same things that would take place within bargaining." When asked if the Payroll and Benefits Clerk simply provided financial information regarding the cost of the positions that were eliminated, he claimed that the Payroll and Benefits Clerk was involved in the actual decision not to renew those positions. He justified this contention by citing an alleged incident, in which he had a virtual meeting with the Payroll and Benefits Clerk, wherein she helped him understand the costs by explaining the employees who would backfill the position and the associated costs of that. He conceded that at least part of this involves providing him with existing information about what wages employees make and who would move into positions. (N.T. 33-35)

24. On cross-examination, Business Manager Lentz refused to say whether the Payroll and Benefits Clerk is responsible for drafting bargaining proposals, simply stating repeatedly that there have not been any negotiations during his time there. (N.T. 36-37)

25. On redirect examination, Business Manager Lentz then admitted that the Payroll and Benefits Clerk has not been responsible for drafting any bargaining proposals. He claimed that, as Business Manager, he would be involved in the District's strategy for any future negotiations, and that he would include the Payroll and Benefits Clerk in those discussions. (N.T. 38-39)

DISCUSSION

The District has petitioned to exclude the Payroll and Benefits Clerk from the nonprofessional bargaining unit as a confidential employee. The Association opposes the petition on the grounds that the Payroll and Benefits Clerk position does not satisfy the definition of a confidential employee under the Act. As the party seeking to exclude the position from the unit, the District has the burden of proving by substantial evidence that the asserted statutory exclusion applies. Westmoreland County v. PLRB, 991 A.2d 976 (Pa. Cmwlth. 2010) *alloc. denied* 17 A.3d 1256 (Pa. 2011). The Board reviews actual job duties and will only consider written job descriptions to corroborate testimony of actual duties. *Id.* at 980.

Section 301(13) of PERA provides as follows:

"Confidential employee" shall mean any employee who works: (i) in the personnel offices of a public employer and has access to information subject to use by the public employer in collective bargaining; or (ii) in a close continuing relationship with public officers or representatives associated with collective bargaining on behalf of the employer.

43 P.S. § 1101.301(13).

The District has not sustained its burden of proving that the Payroll and Benefits Clerk should be excluded as a confidential employee pursuant to Section 301(13)(i) of the Act. First of all, the District has limited its argument during the hearing, (N.T. 6), and in its post-hearing brief, contending only that the position meets the test for a confidential employee under Section 301(13)(ii) of the Act. As a result, the District has waived any claim that the position should be excluded from the bargaining unit under Section 301(13)(i). However, even if the District had properly raised and preserved an argument under Section 301(13)(i) of the Act, that contention would nevertheless fail as a matter of law. Indeed, the District failed to present any evidence that the Payroll and Benefits Clerk works in the District's personnel offices for purposes of the first prong of the Section 301(13)(i) test. Nor does the record show that the Payroll and Benefits Clerk also has access to information subject to use by the District in collective bargaining to satisfy the second prong of the Section 301(13)(i) test.

In Bangor Area School District, 9 PPER ¶ 9295 (Nisi Decision and Order, 1978), the Board explained as follows:

The second criteria of sub-part (i) is 'an employee who has access to information subject to use by the public employer in collective bargaining.' Our Commonwealth Court recently determined in Columbia/Snyder/Montour/Union Mental Health/Mental Retardation Program v. PLRB, 383 A.2d 546 (1978), that an employee who had access to personnel records and fiscal information such as budgets, proposed allocations of funds toward the employer's programs, salaries, and memoranda concerning proposed salary increments to specific employees was not a 'confidential employee' under the first test of Section 301(13) of the Act since the employee enjoyed no access to information subject to use by the employer which could be considered outside the 'public record.' The Board has similarly held that an employee does not have access to confidential collective bargaining information when (s)he simply takes basic data and compiles reports which may eventually be used in negotiations as the position of the employer when the person who compiles the basic data has no information which would be considered confidential as a result of that compilation. It is only when an employee is privy to the relevant determinations of the employer's policy that that person may be found to be confidential. The collective bargaining information must be of such a definite nature that the union would know of the employer's plans if said information is revealed. See West Jefferson Hills School District, 5 PPER 65 (1978); and Northgate School District, 9 PPER ¶ 9121 (1978).

In this case, the record does not show that the Payroll and Benefits Clerk is privy to the relevant determinations of the District's labor policy, nor does she have access to collective bargaining information of such a definite nature that the Union would know of the District's plans if said information is revealed. The Payroll and Benefits Clerk handles numerous duties related to payroll, benefits administration, and salary as a routine matter, which the District's Superintendent and Business Manager consider to be personal or private information in a traditional sense. But this is simply not confidential work under PERA. And, although the District's

Superintendent and Business Manager testified regarding how they might plan to use the Payroll and Benefits Clerk in the collective bargaining process in the future, it is well settled that employees will not be excluded from bargaining units based on job duties which have not yet been performed. In the Matter of Employees of Pottstown Borough, 33 PPER ¶ 33192 (Final Order, 2002).

In reality, the record is devoid of any evidence whatsoever that the Payroll and Benefits Clerk has any involvement in collective bargaining with the District's employees. Superintendent McComb admitted that the Payroll and Benefits Clerk does not come to the table during negotiations, and when he was asked to describe the role of the position during negotiations, he replied that he did not "specifically have that information." McComb indicated that he would defer to the previous Business Manager, Michelle Lusk, "who would have certainly relied on [the Payroll and Benefits Clerk's] expertise in running reports and getting that information." However, the District did not offer Lusk's testimony in this matter, and McComb's assertion in this regard is simply not competent evidence to support a statutory exclusion for a confidential employee. What is more, McComb specifically conceded that the Payroll and Benefits Clerk is not involved with any discussions related to bargaining strategy. Likewise, Business Manager Lentz conceded that the District has not had any bargaining sessions during his time at the District and that the Payroll and Benefits Clerk has not been responsible for even typing any bargaining proposals.²

The best evidence the District could muster to support the exclusion in this context was the alleged cost projection duties, which the Payroll and Benefits Clerk performed in connection with staffing questions and recommendations. Yet there is no competent or credible evidence that the Payroll and Benefits Clerk performed this work in connection with contract negotiations between the District and its employee representatives. Recognizing this obvious shortcoming, the District's witnesses repeatedly used conclusory terms in describing the duties of the position and clearly inflated those duties in a transparent attempt to portray anything even remotely or tangentially related to contractual matters or benefits, such as calculating a new administrative fee for employee health insurance premiums, as the District's bargaining strategy. In any case, even if the District had presented competent and credible evidence that the Payroll and Benefits Clerk had performed these cost projections in the context of contract negotiations, this evidence would still fall short of proving a confidential exclusion under the Act. See Lower Macungie Township, 39 PPER ¶ 59 (Order Directing Submission of Eligibility List, 2008) (employee not confidential simply because she takes data and compiles reports which may eventually be used in negotiations); Tunkhannock Area School District, 29 PPER ¶29023 (Final Order, 1997) (mere costing out of fringe benefit proposals insufficient to justify confidential exclusion); Trinity Area School District, 22 PPER ¶ 22125 (Final Order, 1991) (costing out potential proposals, without knowledge as to whether employer would make the proposals, is insufficient to justify exclusion); In the Matter of the Employees of South Butler County School District, 31 PPER ¶ 31066 (Proposed Order of Dismissal, 2000) (secretary to the business manager not confidential where she knew during negotiations what wage increases had been included in the proposed budget by the business manager and what the

² Lentz was notably evasive on this simple fact when questioned on cross-examination, only admitting to the obvious point when questioned on redirect by the District's own counsel.

cost of certain wage increases would be, but did not know what wage increases the district was going to offer at the bargaining table).

As the Association persuasively notes in its post-hearing brief, there is no evidence that the District ever shared with the Payroll and Benefits Clerk how the District would use any information to which she had access at the bargaining table or what kind of bargaining strategies or proposals the District planned to make to the Union. Nor is there any evidence that the Payroll and Benefits Clerk ever saw bargaining proposals, performed any sort of analysis of the same, or was privy to communications between members of the District's bargaining team. Notably, the record does demonstrate that the District recently settled contracts for both the professional and nonprofessional units. And yet, the District still could not offer any competent or convincing evidence of how the Payroll and Benefits Clerk was involved in those negotiations. On this record then, the District has not proven that the Payroll and Benefits Clerk is a confidential employee under Section 301(13)(i) of the Act.

Similarly, the District has not sustained its burden of proof under Section 301(13)(ii) of the Act either. As the Board further explained in Bangor Area School District:

Sub-part (ii) of Section 301(13) concerns an employee who works in a 'close continuing relationship with public officers or representatives associated with collective bargaining on behalf of the employer.' We interpret this phrase to embrace only those employees who assist or act in a confidential capacity to persons who formulate, determine and effectuate management's policies in the field of labor relations. See West Shore School District, 3 PPER 1 (1973); and Northgate School District, *supra*.

The Pennsylvania Supreme Court has held that the exclusion under Section 301(13)(ii) is specifically limited to those employees who work in a close continual relationship with managerial employees who actually formulate, determine or effectuate the employer's labor policy. PLRB v. Altoona Area School District, 389 A.2d 553, 557 (Pa. 1978). The Commonwealth Court has found individuals to work in a close continuing relationship with a management official where the employees are part of the management official's personal staff and have access to his or her office files, or where the employees work directly for members of the employer's bargaining team and/or perform work related to collective bargaining on a regular basis. Neshannock Educational Support Professionals Ass'n v. PLRB, 22 A.3d 1103 (Pa. Cmwlth. 2011) *citing* Altoona Area School District, *supra*; North Hills School District v. PLRB, 762 A.2d 1153 (Pa. Cmwlth. 2000); Commonwealth ex rel. Gallas v. PLRB, 636 A.2d 253 (Pa. Cmwlth. 1993) *aff'd*, 665 A.2d 1185 (1995). In North Hills, the Court expressly stated that "[w]here an employee has a close relationship with such involved management personnel, the [Act] appears to assume that the employee would have access to confidential information, so that their 'inclusion in the bargaining unit would seriously impair the public employer's ability to bargain on a fair and equal footing with the union.'" *Id.* at 1159 *citing* PLRB v. Altoona Area School District, 389 A.2d 553, 557 (Pa. 1978).

Here, the District has not even shown that the Payroll and Benefits Clerk works with public officers or representatives associated with collective bargaining on behalf of the Employer, let alone that the Payroll and Benefits Clerk works in a close continuing relationship with the same.

In its post-hearing brief, the District maintains that Business Manager Lentz is a public officer or representative associated with collective bargaining on behalf of the Employer. However, Lentz is not even an employee of the District, but rather a third-party contractor, who was retained in May 2025 and who has provided outsourced business office services since the retirement of the previous Business Manager. The record shows that the District has not negotiated any contracts since Lentz was retained by the District. Lentz claimed that he would be involved with the District's strategy for future negotiations, but this testimony was speculative at best. The contracts for the nonprofessional and professional units will not expire until 2028 and 2029, respectively. The District did not present any evidence to support the notion that Lentz will still be providing his contracted services for the District even next year, much less that far off into the future. Furthermore, Superintendent McComb initially claimed, during cross-examination, that the Business Manager comes to the bargaining table during negotiations, but then quickly backtracked and had to admit that Lentz has not done so as of yet. McComb then critically conceded that the previous Business Manager was not at the table during negotiations either, but asserted that the previous Business Manager provided the Superintendent with "information" during those past negotiations.³

At most then, the District has demonstrated only that the Business Manager has provided the Superintendent with "information" during the most recent contract negotiations, according to the only competent evidence of record. Such an assertion is simply not sufficient to establish that the Business Manager is a public officer or representative associated with collective bargaining on behalf of the District, pursuant to Section 301(13)(ii) of the Act. While the Board and its hearing examiners have, on occasion, found a managerial employee to have formulated, determined, or effectuated the employer's labor policy, without a showing that the managerial employee ever appeared at the bargaining table, (City of Monesson, 15 PPER ¶ 15163 (Final Order, 1984); Employees of Warren County School District, 34 PPER 77 (Proposed Order of Unit Clarification, 2003)), there nevertheless must be a showing that the managerial employee had more involvement than simply providing a member of the employer's negotiating team with "information." To be sure, Hearing Examiner Thomas Leonard rejected an argument, that a supervisor of special education and a chapter one program administrator, were representatives associated with collective bargaining on behalf of the employer in Scranton School District, 21 PPER ¶ 21202 (Proposed Decision and Order, 1990), where the record showed those employees had limited involvement with collective bargaining in that they only provided suggestions and responses to proposals without knowing what proposals the bargaining team was planning to present. In addition, Hearing Examiner Thomas McConnell also rejected an argument, that certain principals were representatives associated with collective bargaining on behalf of the employer in Wilmington Area School District, 24 PPER ¶ 24075 (Proposed Order of Unit Clarification, 1993), where the principals only made general recommendations regarding

³ McComb also testified that the previous Business Manager was at the bargaining table prior to McComb's arrival at the District in 2018. Of course, McComb is not a competent witness to attest to what occurred prior to his arrival at the District and any such assertion is obviously based on unreliable and inadmissible hearsay evidence, having not identified the source. McComb's testimony on this point is also generally unreliable given his initial claim that the current Business Manager does come to the bargaining table, which he almost immediately had to recant by acknowledging that such an occurrence had not yet happened.

collective bargaining positions their employer should take, and the superintendent then formulated the collective bargaining positions that their employer did take. Here, the Business Manager's alleged association with collective bargaining on behalf of the District is even less convincing than these cases, as the Business Manager has not been shown to have any role more than providing "information" to the Superintendent. For this reason alone, the District's Petition for Unit Clarification under Section 301(13)(ii) of the Act must fail.

In any event, even if the District had demonstrated that the Business Manager is a public officer or representative associated with collective bargaining on behalf of the Employer, the District still failed to prove that the Payroll and Benefits Clerk works in a close continuing relationship with the Business Manager. While the record shows that the Payroll and Benefits Clerk works for the Business Manager, there is very little evidence of what the Payroll and Benefits Clerk actually does for the Business Manager, aside from performing cost projections from time to time. For example, there is no evidence that the Payroll and Benefits Clerk proofreads, copies, or shreds documents for Lentz, nor is there evidence that the Payroll and Benefits Clerk opens his mail, type his correspondence on a regular basis, answers his phone, or has access to his email, computer, or office files. Instead, the record shows only that the Payroll and Benefits Clerk attends some weekly virtual meetings with Lentz, along with the other Business Office secretaries, and performs her otherwise core functions of running payroll and administering benefits essentially autonomously. This is simply not indicative of the close continuing relationship covered by Section 301(13)(ii).

On that point, the Board has specifically opined as follows:

While the finding of a close continuing relationship under Section 301(13)(ii) may be based on the totality of the circumstances, merely because a particular employee is a subordinate to a member of the employer's bargaining team, standing alone, is insufficient to establish a close continuing relationship under Section 301(13)(ii). There must be testimony or evidence of the employee's continuing duties for the employer's bargaining representative to justify assuming that the employee would, by sole nature of that relationship, have access to confidential collective bargaining information.

In the Matter of the Employees of Midd-West School District, 47 PPER 61 (Final Order, 2015).

On this record, there is no evidence of the Payroll and Benefits Clerk's close continuing duties for the Business Manager to justify the presumption that she would have access to confidential collective bargaining information to support an exclusion under Section 301(13)(ii) of the Act. Accordingly, the District's Petition for Unit Clarification must be dismissed.

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 employe organization within the meaning of Section 301(3) of PERA.
3. The Board has jurisdiction over the parties hereto.
4. The position of Payroll and Benefits Clerk is not confidential within the meaning of Section 301(13) of PERA and is properly included in the bargaining unit.

ORDER

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

HEREBY ORDERS AND DIRECTS

that the Petition for Unit Clarification 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 17th day of September, 2026.

PENNSYLVANIA LABOR RELATIONS BOARD

/s/ John Pozniak
John Pozniak, Hearing Examiner