COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

ARMSTRONG EDUCATION ASSOCIATION, PSEA/NEA	:	
	:	CASE NO. PERA-C-25-128-W
v.	:	
	:	
ARMSTRONG SCHOOL DISTRICT	:	

PROPOSED DECISION AND ORDER

On May 30, 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), (2) and (3) of the Public Employe Relations Act (PERA or Act) by making a series of allegedly coercive statements directly to bargaining-unit members in May 2025. The Union also specifically alleged that the District's actions were an independent violation of Section 1201(a)(1).

On June 25, 2025, the Secretary of the Board issued a complaint and notice of hearing, assigning the matter to conciliation, and designating September 10, 2025, in Pittsburgh, as the time and place of hearing.

The hearing was continued with the consent of the parties and ultimately held on December 22, 2025, 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 February 26, 2026. The District filed a post-hearing brief on March 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. 8).

2. The Union is an employe organization within the meaning of Section 301(3) of PERA. The Union is the exclusive certified bargaining representative of a unit of approximately 400 professional employes 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 employes as defined in the Act. (N.T. 8, 28; PLRB 1, 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. The parties have already ratified a successor CBA with the effective dates of July 1, 2026 through June 30, 2029. This successor CBA was ratified in May 2023. (PLRB 1, 2).

4. Kevan Landstrom is a teacher in the District and President of the Union. (N.T. 12).

5. In March 2025, the Union and the District began a series of meetings over the possibility of furloughs of bargaining-unit members. The District and the Union had a meeting on March 14, 2025, and then again on April 29, 2025. These meetings covered cost-savings for the District including possible furloughs, changes to health care coverage, changes to prescription drug coverage. At the April 29, 2025, meeting, District Superintendent Chris DeVivo said to Landstrom that if the Union would consider the coverage of weight loss drugs, "we could potentially save jobs." Landstrom replied, "That is illegal." At the time, the parties were in the middle of a CBA. No formal proposals were made in these meetings. Another meeting was held on May 12, 2025, where the parties discussed whether the proper procedures were being followed for possible furloughs. (N.T. 13-16, 20-21, 66).

6. At the time of the above discussions, the parties were not bargaining over a CBA or successor CBA. Landstrom testified that the Union believed that if any changes were to be made to prescription drug coverages, the CBA would have to be reopened and the Union membership would have to vote on any proposed changes. (N.T. 23).

7. On May 13, 2025, the Union held its regular monthly representative council meeting which includes Union leadership and the various Union building representatives from across the School District. At this meeting, Union leadership instructed representatives and, by extension, Union membership, to contact School Board members in an effort to convince School Board members to find other cost-saving solutions in lieu of furloughs. At this meeting, Union leadership communicated that several bargaining-unit positions were "on the chopping block." The Union believed at this time that around eighteen to twenty positions could be furloughed. (N.T. 16-19, 67).

8. On May 15, 2025, Union leadership sent bargaining unit members a memo in email form entitled "AEA – IMPORTANT UPDATES" which states in relevant part:

> Good Evening, AEA-
>
> This has been, by far, one of the most challenging weeks since we have served you as the AEA Leadership Team. Over the last two days, we have worked to answer questions from individuals impacted by furlough and displacement. . . .
>
> . . . [W]e are sharing important information with all of you in an effort to combat inaccurate information that is circulating in the district as well as the public.
> - The decision to furlough and displace staff is a school board decision. . . .
>
> . . .
>
> - It is illegal to circumvent the furlough process through bargaining. In 2017, the PA

> State Legislature changed the law in-so-much that the Association is forbidden to enter into an agreement that would trade something for the prevention of furloughs. It is simply illegal and for that reason, any such agreement would not be enforceable under PA law. Any claim otherwise is at best a misunderstanding and at worst a blatant lie.
>
> - The [School] Board has other options to close the funding gap, but they have chosen to do so on the backs of employees. There has not been a property tax increase in the district for nearly a decade. There is also a nearly 17 million dollar fund balance. . . .
>
> . . .
>
> It is important for all AEA members to plan to attend the meeting scheduled for 4:30 p.m. on Wednesday, May 21, 2025. . . . A meeting for individuals who have been identified for furlough will take place immediately following this General Membership Meeting . . . .

(N.T. 107; Union Exhibit 9).

9. On May 16, 2025, School Board Member Ashley McIntyre made a post on Facebook which states in relevant part:

> First, understand the [School Board] had countless meetings filled with many hours of potential solutions to [the] budgeting issues [in] our [School District], and [in] many other districts, are facing at this time.
> Identified Factors in future budgeting with significant impacts:
> . . . .
> 2. Rising cost of healthcare – the overall cost of healthcare has risen 14%. 5% of this rise has been due to GLPs used for weight loss only. This may not seem like a tremendous amount of money, but it is. So far this year, [the District] has paid $700,000 in weight loss drugs (not related to other conditions.) We have fantastic benefits in our [School District], and that is something that we are proud to offer. We are looking for a concession from [Union] Leadership – which we received from many other contracted employees within the [School District]. Wegovy costs anywhere from $800-$1000 per injection. We have heard reports of this being an illegal proposition. It is not illegal if both sides agree to open the contract and make this concession happen. We have also heard reports that there is no such thing as a generic GLP, which is simply not true.

> . . .
>
> The [School Board] has offered an early retirement incentive, and we have spent countless hours trying to save positions. At this time, we are simply asking for [a] sustainable solution with [Union] leadership, so we are not in the same boat again next year at this time – and we could be.
>
> . . .
>
> Some individuals have asked about raising taxes yearly so that the [School District] may incur costs [discussed] above. The truth is, even if we would raise taxes to the act index every year, it would still not cover the budget deficit. We need a sustainable solution for all and that is meaningful conversations with contracts . . . .

(N.T. 23-24; Union Exhibit 1).

10. On May 22, 2025, the Leader Times, a local newspaper in Armstrong County, published McIntyre's above Facebook post in substantially similar form. (N.T. 27; Union Exhibit 2).

11. Carla Alese is a school nurse for the District and a member of the bargaining unit and the Union. She has been a school nurse in the District for over twenty-six years. In May 2025, Alese learned that the contracts of the two LPNs were not going to be renewed. She wrote an email to the School Board on the topic. On or about May 17, 2025, she then talked to McIntyre on the phone and begged McIntyre to keep the LPNs and nurse subs because, in Alese's opinion, there was a lack of manpower in the School District already and the medical needs of the students were growing every year. In response, McIntyre brought up weight loss drugs (Wegovy and Ozempic), and the fact that they cost the School District $700,000. McIntyre said that if a certain number of employes switch to a generic brand, there would be no furloughs. Alese responded: "If we open the contract, [Kirk] or someone will want more from us." McIntyre responded: "I give you my word that's all we want and no one gets laid off." (N.T. 87-93; Union Exhibit 7).

12. On May 17, 2025, McIntyre sent Alese an email which states in relevant part:

> Carla,
>
> The concession we are asking for would allow a provision for a generic for weight loss. Name brand for a medical condition is understood (like type 2 diabetes) and would be covered.
>
> It is important to note that the [Act 93] personnel have already voted, [and] took a concession to prevent GLP's for weight loss only.

> . . . We are simply asking for a generic to be used for weight loss only for the AEA.
> For any of this to take place, a concession would [have to] be made. You would have to take this to your leadership, which is CCed on this email.
> . . .

(N.T. 94; Union Exhibit 8).

13. McIntyre copied Landstrom on the above email. (Union Exhibit 8).

14. On or about May 19, 2025, Union leadership again met with the District to continue the discussion on furlough procedure. District Superintendent DeVivo told the Union that, "he met with the [School Board and] told them to stand down and that any political posturing or rhetoric was unacceptable and embarrassing." (At the time of the hearing, DeVivo had retired and was no longer Superintendent.) At this meeting, the parties again discussed or "spit balled" in general terms cost saving measures for the School District. During this meeting, Sam Kirk, who is the business manager for the District, told the Union that if the Union were to "give up" weight loss drugs, it could potentially save the District $700,000. (N.T. 30-31).

15. With respect to the comment from Kirk about potential savings of $700,000 if the Union gave up weight loss drugs, Landstrom testified that the furloughs on the table at the time would save the District over $1.2 million. Landstrom testified that, in this context, "weight loss [drugs] was simply just going to be a band aid." (N.T. 33-34).

16. After the publication of McIntyre's comments on Facebook, the Union was inundated with comments and questions from membership. The Union had a general membership meeting scheduled for May 21, 2025, with the original agenda of talking about furloughs. The Union planned to meet with the people impacted by furloughs and support them with information about unemployment. The Union had to change the agenda and broaden the meeting to all members to, in Landstrom's testimony, "dispel rumors that were out there and try to set the record straight with as many people as possible." Typically only 100 members attend general membership meetings. Over 300 attended the May 21, 2025, meeting. (N.T. 28-29).

17. On May 29, 2025, the School Board published a press release on the District's website which states in relevant part:

> Armstrong School Board Official Statement on Proposed Changes to Program and Staffing.
>
> After the adoption of the 2025-2026 preliminary budget, the Armstrong School District is still facing a budget deficit of $2.9 million. . . . The largest identified factors contributing to this deficit included:
>
> . . .

2. Increase in healthcare costs – For the upcoming school year alone, healthcare will increase by 14.6%. Of the 14.6%, 5% of this increase is attributed to the use of GLP's strictly for weight loss. The projected amount of money spent this fiscal year will be approximately $700,000 on medications used for weight loss only with no other indication for use (i.e. diabetes). These medications did not exist at the outset of the current negotiated contracts, and the costs incurred are likely to be greater next year as the medications rise in popularity.

. . .

The current recommendation by administration to the board of directors includes furloughing 14 teachers, choosing not to renew 2 LPN contracts (this is not a furlough), offering 2 languages instead of 3 . . ., and restructuring libraries.

. . .

While these decisions are difficult and unsavory in most cases, the board of directors has little choice but to look at the largest factors in the budgeting process. It has been suggested by [Union] leadership that property taxes should be increased, and unassigned fund balance should be used in lieu of furloughs.

While the board of directors may see a need for an increase in taxes, it's important to note that even if property taxes were increased to the Act 1 index (maximum increase allowed by law) yearly, this would not satisfy the deficit solely moving forward. . . .

In conclusion, sustainability is the focus of any budgeting process. A significant decrease in student enrollment and consistent increases – namely in cyber charter tuition, healthcare, and substitute costs, requires that we must work together to sustain all buildings and avoid further potential furloughs. The [District] Board of Directors asked for and received healthcare concessions from Central Office Administration, Act 93 Personnel, Classified workers and the Administrative Assistant group to date. If all stakeholders do not work together, there will be further difficult discussions. Currently the [District] Board of Directors has asked AEA leadership to discuss potential solutions that are long-term and sustainable for all stakeholders. The [District] Board of Directors looks for a meaningful response.

(N.T. 36-37; Union Exhibit 3).

18. As of the date of the hearing, the above press release remained published on the District's website. The above document was also published in the Leader Times in substantially similar form on or about May 30, 2025. (N.T. 37-38; Union Exhibit 4).

19. With respect to the above press release, Landstrom testified that the Union believed it was misleading and inaccurate because it implied the Union was not trying to help lower costs and that the Union was not considering some deal or offer. Landstrom testified there was no deal or offer on the table at the time. He testified that the Union had never met with the School Board to bargain any issues and had never received a proposal from the School Board on any issues. (N.T. 39-40).

20. Landstrom testified that as a result of the above public statements by the District, the Union felt immense pressure to reopen the CBA. (N.T. 39-40).

21. On May 30, 2025, the Union published an advertisement in the Leader Times which stated the Union's position on the issues. (N.T. 40; Union 5).

22. On May 31, 2025, McIntyre posted on Facebook a picture of her broken mailbox with a message that states in relevant part:

> Whoever smashed my mailbox, we have an idea who you're affiliated with or whom you are supporting.
>
> Is this what is supported? Destruction of private property? What's next? What is your endgame here? . . .
>
> Coincidence Kevan Landstrom? Want to write entire articles about one board member? Ok. This is what you create. Is this what [the Union] supports? Violence? Threats of harm? Damage of private property. I support many people and ideas in that organization, but I'll never support anything like this. The [Union] should be denouncing all acts of violence and hate. . . .

(Union Exhibit 6).

23. At the June 2025 School Board meeting, the School Board voted to furlough 7.5 full-time equivalent bargaining-unit positions. (N.T. 49, 69).

24. Sam Kirk is the District's Director of Finance and Operations. He has held this position for over 11 years. (N.T. 126).

25. Kirk has brought up the topic of the cost of GLP weight loss drugs consistently with the Union in meetings since at least 2024.

Even before the events in this matter, members of the Union including leadership and rank and file members knew that Kirk wanted the Union to accept changes in weight loss drug coverage and also knew that the Union refused to consider any changes. On the topic of giving up weight loss drug coverage, Landstrom testified, "What I told [Union's representative] council was there is nothing in exchange [for giving up weight loss drug coverage]. It's just give up the weight loss drugs and that's it. There was never a promise [from Kirk] that furloughs would be saved by the Administration or anything of that nature. Like I said, the only time that came up was by Chris DeVivo saying that. And my response was that's illegal." (N.T. 73-75).

26. Kirk testified that when the successor CBA was bargained in 2023, only eighteen bargaining unit members used GLP weight loss drugs and the total spent by the District was $125,000. Coverage of the drugs was not changed during bargaining for the successor CBA which becomes effective in June 2026. (N.T. 135).

27. The District is a member of the ARIN IU28 Healthcare Consortium with twelve other school districts from Armstrong and Indiana counties. The Consortium acts as a funding mechanism for claims which are administered through Highmark. The exact prescription drug coverage is unique to each school district in the Consortium and, with respect to represented employes, bargained for. (N.T. 130-133).

28. Kirk testified that he never made a formal proposal to the Union to make concessions on weight loss drugs in exchange for furloughs. (N.T. 136).

29. Kirk testified that the District's administrative assistants (represented by another union), confidential employes, as well as Act 93 employes and senior administration all agreed to not have weight loss drugs covered by the District. (N.T. 137, 140).

30. Kirk testified that the potential savings to the District if AEA bargaining-unit members had conceded their coverage of weight loss drugs would have been $450,000-$480,000. (N.T. 138-139).

31. There are four other represented bargaining units in the District besides the Union in this matter. Of the other four, only one of those four agreed to make concessions on weight loss drugs. (N.T. 141-142).

DISCUSSION

The Union charges that the District violated Section 1201(a)(1), (2) and (3) with its statements to bargaining-unit members in 2025 surrounding the decision of the District to furlough bargaining-unit members. The Union specifically made the charge that the District committed an independent violation of Section 1201(a)(1). The Union waived the Section 1201(a)(2) claim on the record at N.T. 124.

With respect to the Section 1201(a)(3) claim, Section 1201(a)(3) prohibits public employers from "[d]iscriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any employe organization." 43 P.S. § 1101.1201(a)(3). In this matter, the Union's charge under

Section 1201(a)(3) must fail because there is no alleged adverse employment action against any bargaining-unit member. See Pittsburgh Federation of Teachers, Local 400 v. Pittsburgh Board of Education, 56 PPER ¶ 54 (Proposed Decision and Order, 2024)(finding that a school district did not discriminate against two bargaining-unit members because there was no adverse employment action). While there were furloughs of bargaining-unit members on this record, the Union's charge does not allege these furloughs were the result of anti-union animus nor did the Union make such argument at the hearing or in its brief. No other adverse employment action against bargaining-unit members appears on the record. Therefore, the Section 1201(a)(3) claim is dismissed.

The Union next alleges that the District's statements are an independent violation of Section 1201(a)(1). Section 1201(a)(1) prohibits public employers from "interfering, restraining or coercing employees in the exercise of the rights guaranteed in article IV of this act."[1] 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 and 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 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)).

Moving to this matter, facts that weigh into the totality of circumstances in this matter include the following. The parties were not in fact at any time in this matter bargaining over a CBA. Nor were any of these comments made in the context of an election. In addition, specific communications by the District in this record are blatantly coercive. For example, direct communications to bargaining unit members which implicitly motivates them to pressure their Union to

---

[1] Section 401 of the Act states:

> It shall be lawful for public employes to organize, form, join or assist in employe organizations or to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection or to bargain collectively through representatives of their own free choice and such employes shall also have the right to refrain from any or all such activities, except as may be require pursuant to a maintenance of membership provision in a collective bargaining agreement.

43 P.S. § 1101.401.

reopen a collective bargaining-agreement in order to forestall furloughs is coercion of bargaining-unit members. Finally, the record shows that the District made a series of coercive comments. This is not a case where there is only one stray comment at issue.

Reviewing in detail the Union's argument:

> The totality of the statements of certain School Board members, as well as the statement made by the Board as a whole, throughout the month of May rise to the level of an independent violation of Section 1201(a)(1).
>
> On multiple occasions Board members, particularly Ms. Ashley McIntyre and Mr. Jason Elkin, implied the Association could prevent pending furloughs if it agreed to a concession regarding weight-loss drug coverage when directly responding to rank-and-file members when questioned about the furloughs . . . . Ms. McIntyre went as far as to tell Carla Alese in a telephone conversation that there would be absolutely no furloughs if the Association would give up weight-loss drug coverage. ([Union Exhibit 7]) (Tr. 90). The statements of both Ms. McIntyre and Mr. Elkin misrepresented the Association's authority and shifted blame for the furloughs to the union leadership, thus creating internal division within the union. . . .

Union's Brief at 7. First, the District objected to the statements referenced above made by Elkin at N.T. 17-18 as impermissible hearsay. I sustain that objection and will not here consider those statements. Next, the record does show that McIntyre, in a phone call with bargaining-unit member Alese, said that if a certain number of employes switch to a generic brand, there would be no furloughs. To which Alese responded, "If we open the contract, [Kirk] or someone will want more from us." McIntyre responded, "I give you my word that's all we want and no one gets laid off." This is a nakedly coercive statement. I agree with the Union that McIntyre's statements would tend to coerce a reasonable employe in the exercise of their right to collectively through representatives of their own free choice. In addition, McIntyre's comments tend to undercut the authority of the employes' duly selected representative and fragment the unity of the bargaining unit.[2]

The Union's argument continues:

> Ms. McIntyre then went even further and took to her public Facebook page in a post made on May 15, 2025, in which she insinuated the Association's refusal to make a concession in

[2] The Union, in its Brief, does not argue that McIntyre's May 17, 2025, follow-up email to Alese, which happened after McIntyre's and Alese's phone call, was an unfair practice.

> healthcare was the reason the District would need to implement furloughs. ([Union Exhibit 1]). Ms. McIntyre made this insinuation not once, but twice, when she reposted her May 15, 2025, post on May 20, 2025. . . . Any reasonable employee looking at the statements would feel a lack of confidence in the Association leadership.

Union's Brief at 7-8. The record shows that McIntyre did in fact make the above Facebook post which is at Union Exhibit 1. Further, the Facebook post was reproduced in substantially similar form in the local newspaper. The record shows that, in the context of looming furloughs, McIntyre posted:

> We are looking for a concession from [Union] Leadership – which we received from many other contracted employees within the [School District]. . . . We have heard reports of this being an illegal proposition. It is not illegal if both sides agree to open the contract and make this concession happen. . . . [W]e have spent countless hours trying to save positions. At this time, we are simply asking for [a] sustainable solution with [Union] leadership, so we are not in the same boat again next year at this time – and we could be. . . .

Finding of Fact 9. I find that the above comment by McIntyre would tend to coerce a reasonable employe in the exercise of their right to collectively through representatives of their own free choice. The coercion comes in using a highly charged and important issue, furloughs, to undermine the role of the Union as the exclusive bargaining agent in the eyes of a reasonable employe. McIntyre's comments are an attempt to force, compel, induce, and intimidate bargaining-unit members with the threat of furloughs into pressuring their Union into reopening the CBA. The comment above coercively implies to bargaining-unit members that the Union's intransigence and obstinacy with respect to reopening the CBA and conceding coverage of weight loss drugs is the cause of the furloughs and, in addition, will cause more furloughs in the future beyond what was already being considered.

The coercive effect of the above comment is heightened by its misleading nature. The record shows that the concessions mentioned by McIntyre would have saved the District approximately $450,000. Therefore, it was misleading for McIntyre to imply that Union concessions would have stopped the furloughs when the District was considering at the time over $1.2 million in furloughed bargaining-unit positions. It is also misleading to imply that the Union was the sole holdout and the last remaining block to preventing furloughs. The record shows that of the five represented bargaining units in the District, only one of the five agreed to make concessions. The misleading nature of these statements is part of the totality of circumstances.

The Union goes on to argue:

> In addition to the statements of Board members, the School Board as a whole issued a statement which was posted on the District's website and published in The Leader Times, the local newspaper, on May 29, 2025 wherein it pitted the public against the Association by stating the Association suggested property taxes should be increased to prevent furloughs. ([Union Exhibits 3,4]).

Union's Brief at 8. The record shows that the District did in fact publish the statement on its website and it remained published as of the date of the hearing. Reviewing the District's statement, I find the following language to be coercive:

> In conclusion, sustainability is the focus of any budgeting process. A significant decrease in student enrollment and consistent increases – namely in cyber charter tuition, healthcare, and substitute costs, requires that we must work together to sustain all buildings and avoid further potential furloughs. The [District] Board of Directors asked for and received healthcare concessions from Central Office Administration, Act 93 Personnel, Classified workers and the Administrative Assistant group to date. If all stakeholders do not work together, there will be further difficult discussions. Currently the [District] Board of Directors has asked [Union] leadership to discuss potential solutions that are long-term and sustainable for all stakeholders. The [District] Board of Directors looks for a meaningful response.

Finding of Fact 17. I find that the above language, viewed in the totality of circumstances, is coercive because it implies that future furloughs may happen if the Union does not agree to reopen the CBA (which does not end until 2029) and grant concessions to the District. The implication can be seen in the context of the message including direct mention of the recommendation of furloughing fourteen teachers with the later comment "If all stakeholders do not work together, there will be further difficult discussions". The reasonable employe would understand this to mean that there is a strong likelihood of further furloughs if "stakeholders do not work together." The District's message then in immediate textual proximity highlights the Union as the one important stakeholder who must make concessions. The obvious implication to the reasonable employe of this text is that if the Union does not concede benefits by reopening the CBA, the District will be forced to consider additional furloughs. For the reasons more fully discussed above, this is coercive and tends to undercut the authority of the employes' duly selected representative and fragment the unity of the bargaining unit.

However, I do not agree with the Union that the District's discussion on taxes in its statement at Union Exhibit 3 is coercive. The test under a Section 1201(a)(1) claim is whether an act of the employer would coerce a reasonable employe, not whether it would "pit

the public against the Union." Further, the record does not establish that the comment of the District on property taxes was misleading.

Finally, the Union argues:

> In a final attempt to completely turn the public against the Association and make rank-and-file members question their leadership, Ms. McIntyre once again took to Facebook on May 31, 2025 and made a post in which she publicly accused the Association, and specifically named Association president, Kevan Landstrom, of vandalizing or at a minimum encouraging the vandalism of her personal property. ([Union Exhibit 6]). It cannot be overlooked that the May 31, 2025, post came the day after the Association published a statement of its own in the Leader Times, wherein it set forth facts regarding the budget that had seemingly not been mentioned by Ms. McIntyre in her posts.

Union's Brief at 8-9. I agree with the Union about McIntyre's post about her mailbox as it directly implies that the Union was responsible for vandalizing her mailbox in the context of the public discussion over furloughs. This is coercive as a reasonable employe would understand this communication from the School District to mean that the Union is resorting to unpleasant, noxious and illegitimate violence against the District which undermines the status of the Union as the bargaining-unit members' legitimate bargaining agent.

Considering the totality of circumstances, all of the comments I credited above, taken as a whole, would coerce a reasonable employe in the exercise of their rights guaranteed under PERA.

The analysis of the issues continues to the District's defense as an employer does not violate Section 1201(a)(1) where, on balance, its legitimate reasons justifiably outweigh concerns over the interference with employe rights.

In its Brief at 10-11, the District argues that the District's comments were a legitimate response to comments made by the Union. It is true that responding to union comments can be a legitimate interest of the employer. In PLRB v. Williamsport School District, 6 PPER 57 (Nisi Decision and Order, 1975), the Board found that the employer's letter to bargaining unit members was not an unfair practice because: "The fact that an employer chooses to inform employes of the status of negotiations or proposals made to the union, or its version of a breakdown of negotiations will not alone establish a failure to bargain in good faith. In our view, [the employer' s communication] was a legitimate response to an earlier communication from the [union]. . . ." (internal citations omitted). The record does show that prior to any comments of the District discussed in this matter, that Union leadership instructed its representatives and, by extension, Union membership, to begin contacting the School Board members in an effort to convince School Board members to find other cost-saving solutions in lieu of furloughs. Additionally, the Union published comments in the local newspaper which outlined its positions.

However, I do not fully credit this "response to comments" defense for three reasons. First, as mentioned, the parties are not bargaining over a collective bargaining agreement nor was there a pending election. The communications by the Union to its members and from the members to the District were not made as part of bargaining a collective bargaining agreement but were mutual aid and protection in the face of looming furloughs. The District was thus not "getting its side out" in the sense of publishing its bargaining proposals, but, in part, communicating that it believed that the Union's intransigence in refusing to reopen the CBA to make concessions on healthcare costs was contributing to the need for furloughs. While it is perfectly legitimate and legally necessary for the District to publicly communicate about its budget and the reasons why it believes furloughs are necessary, it crossed the line where it tied the Union's refusal to reopen the budget to make health-care concessions to the furloughs. The District could have stopped at noting that the decision to furlough professional staff was due to, in part, the cost of weight loss drugs. Second, not all the comments complained of by the Union in this case are in response to Union comments. McIntyre's Facebook post on the alleged vandalism of her mailbox is not in response to any Union comment. Third, as I found above, the District's comments were coercive and tend to undercut the authority of the employes' duly selected representative and fragment the unity of the bargaining unit.

Next, the District argues at 8-9 of its Brief that its comments are legitimate because they are merely proposals that have already been made to the Union. See Erie Cnty. Tech. Sch. v. PLRB, 169 A.3d 151 (Pa. Commw. Ct. 2017) (Citing Americare Pine Lodge Nursing & Rehabilitation Center v. National Labor Relations Board, 164 F.3d 867, 875 (4th Cir. 1999), and holding that employers may freely inform employees of bargaining proposals and certainly may do so if the proposals are already before the union.) I find Erie Cnty. Tech. Sch. and Americare Pine Lodge Nursing & Rehabilitation Center to be distinguishable because, in this case, the parties were not bargaining over a collective bargaining agreement and the District was not communicating bargaining proposals to the bargaining-unit members or its opinion about bargaining to bargaining-unit members. The record shows that at no time was there any bargaining proposals from the District to the Union where the District formally proposed to stop the furloughs if the Union conceded coverage of weight loss drugs.[3] The Union flatly refused to reopen the contract and bargain. Additionally,

[3] At most, the record shows that, as testified by Landstrom, at the April 29, 2025, meeting, DeVivo said to Landstrom that if the Union would consider the coverage of weight loss drugs, "we could potentially save jobs." I find on this record that this comment from DeVivo does not constitute a "bargaining proposal" such that it fits within the Board's cases on communications to bargaining-unit members cited above. The comment from DeVivo lacks specificity or concrete numbers and, instead of being a proposal, merely indicates that the District's preference is that it would like the Union to consider weight loss drug concessions. Further, both Landstrom and Kirk, the District's own witness, credibly testified that the District never made any formal offers to the Union.

the District’s arguments in this regard do not cover McIntyre’s Facebook comments about her mailbox.

Taken together, the legitimate reasons cited by the District do not outweigh their coercive effect. On this record, there was little to no legitimate reason for the District to imply that furloughs were the result of the Union’s failure to reopen the CBA and make concessions on prescription drug coverage. There was no legitimate reason to imply that the Union vandalized a mailbox. The District should have limited itself to the legitimate goals of explaining its budget and costs in the context of furloughs. The District therefore has violated Section 1201(a)(1) of the Act.

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 employe 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) of PERA.

5. The District has not committed unfair practices in violation of Section 1201(a)(2) and (3) 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 employes in the exercise of the rights guaranteed in Article IV of the Act.

2. Take the following affirmative action:

(a) Immediately retract the publicly posted internet document entitled “Armstrong School Board Official Statement on Proposed Changes to Program and Staffing”;

(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 employes 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

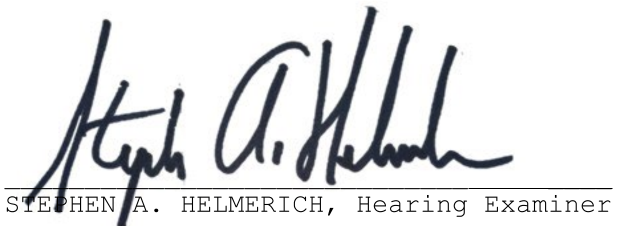
(d) Serve a copy of the attached Affidavit of Compliance upon the Union.

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 twenty-seventh day of April, 2026.

PENNSYLVANIA LABOR RELATIONS BOARD



STEPHEN A. HELMERICH, Hearing Examiner

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

ARMSTRONG EDUCATION ASSOCIATION, PSEA/NEA	:	
v.	:	CASE NO. PERA-C-25-128-W
ARMSTRONG SCHOOL DISTRICT	:	

AFFIDAVIT OF COMPLIANCE

Armstrong School District hereby certifies that it has ceased and desisted from its violation 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 immediately retracted the publicly posted internet document entitled “Armstrong School Board Official Statement on Proposed Changes to Program and Staffing”; 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