

**Commonwealth of Pennsylvania
Pennsylvania Labor Relations Board**

In the Matter of the Impasse Between :
Coudersport Area School District :
and : Case No. ACT 88-24-4W
Coudersport Education Support Professionals Association :

Report and Recommendations

Appearances

For the District:

Drew Kyle
Superintendent
Coudersport Area School District

For the Association:

Scott Carpenter
Pennsylvania State Education Association

Background

On July 17, 2024, the Pennsylvania Labor Relations Board (PLRB) appointed the undersigned as fact-finder pursuant to Act 88 of 1992 (Act 88) and the Public Employee Relations Act (PERA) in the impasse between the Coudersport Area School District and the Coudersport Education Support Professionals Association representing the school’s support professionals.

The parties’ last collective bargaining agreement ran from July 1, 2020 through June 30, 2024. The parties continue to work under the terms of the now expired agreement.

The District and the Association began negotiations on a successor agreement on January 22, 2024, and exchanged initial proposals on separate dates, the Association on February 14, 2024, and the District on February 23, 2024.

Six bargaining sessions were held between February 14, 2024, and June 17, 2024, with a state mediator being present at all sessions. The parties reached tentative agreement on many issues. Any agreements mutually reached prior to the commencement of fact-finding and not

specifically addressed in this report are recommended to be included, as agreed, in the successor agreement.

On June 16, 2024, the Association filed a request for fact-finding. The PLRB granted the request and ordered this fact-finding. A fact-finding hearing was held at the school on August 7, 2024. At that hearing, the District and the Association were afforded a full opportunity to present testimony, examine witnesses and introduce documentary evidence in support of their positions. Both parties presented extensive documentary evidence as well as testimony.

The Coudersport Area School District is a small rural district located in Potter County in north central Pennsylvania. The district covers Coudersport Borough and several surrounding townships. The district currently has 658 students. Half the student population qualifies for free or reduced lunches, and the district participates in the Community Eligibility Program that allows students to eat breakfast and lunch free of charge.

School administrators and Association members, alike, are understandably proud of their students' achievements and of the programs they are able to provide. District administrators value the contributions of education support staff members as they do all staff members of the Coudersport schools' community.

The Coudersport school board and district administrators are responsible stewards of the district's revenue sources. A healthy fund balance of \$6.3 million, or 39 percent of expenditures, in 2023, and a five-year operating position average of \$848,962, or 5.9 percent of budgeted expenditures, indicate that the school is prudently operated. The District's revenue sources include state (57 percent), federal (2 percent), and local (41 percent) funding.

The District currently employs 33 people in support staff positions including eight cafeteria, four secretarial, nine custodial, and twelve aide employees. Data provided by the parties indicates little or no turnover in most positions.

Issues

Pursuant to the PLRB's order, both parties submitted written statements of the issues in dispute.

1. Term of Agreement

The District proposed a five year agreement with dates July 1, 2024 through June 30, 2029. The Association proposed a four-year term but indicated it would be willing to agree to a five-year term if it determined that the wage rates over the five years were acceptable.

Recommendation: The term of agreement should be five years from July 1, 2024 through June 30, 2029.

2. Article IX – Paid Leaves: (G) Holidays

Prior to this fact-finding, the parties agreed to eliminate “floating holidays” for employees hired after this agreement is signed, that is, four floating days for secretaries and technology aides and two remaining floating days for the custodial staff. The District also proposed eliminating section k) Two Days at Christmas for future secretarial and technology aide employees. The Association favors retaining this section, stating that, at most, it would cover only five positions. Section k) gives secretarial and technology aide employees two additional holidays that other staff members do not receive.

Recommendation: For consistency regarding paid holidays for new employees, eliminate section k) Two Days at Christmas for newly hired secretarial and technology aide employees.

3. Article XIV – Miscellaneous: (D) Management Rights

The current agreement reads: D. Management Rights – The Board reserves all rights and powers conferred upon it by the Constitution and Laws of the Commonwealth of Pennsylvania and the United States, except as limited by this agreement.

The District proposed new language containing a comprehensive listing of decisional situations that fall within its (management’s) reserved rights. It is not clear what prompted the District to propose this change. The provision drills down on the somewhat ambiguous language of the current provision. The Association opposes changing the current language on the grounds that the language of the District’s proposal is convoluted and confusing.

The proposal states that the employer is “exclusively privileged to exercise all customary rights and functions of management, under which it shall have, by example and not limitation, the right to . . .” Later in the provision, it refers to the employer reserving and retaining “unto itself without limitation,” all rights and authorities granted by law. These two clauses are far reaching in scope and would be open to conflicting understandings, particularly with regard to issues arising from the impacts on Association members when the District exercises its reserved rights. The District’s lengthy and somewhat tortuous proposal is likely to lead to confusion and disharmony.

Recommendation 1: Do not replace section D with the District’s proposed change.

Recommendation 2: Replace the current section D with language that is more balanced and hews closer to the language in the Public Employee Relations Act, as follows:

The District shall not be required to bargain over matters of inherent management policy, including, but not limited to, the functions and programs of the employer, standards of services, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel. The District shall, upon request by the Association, meet and discuss

policy matters affecting wages, hours and terms and conditions of employment as well as the impacts thereon.

4. Article XIV – Miscellaneous: (I) Entire Agreement

The District proposed a new provision seeking to zip up the agreement and relieve either party of its bargaining obligation with respect to “any subject matter not specifically referred to or covered by this agreement, whether or not such subject matter was within the knowledge or contemplation of either or both of the parties at the time they negotiated.” Since this is the District’s proposal, it is assumed that its aim is to limit the employer’s obligation to meet and confer or bargain over employment conditions not specifically covered by the agreement.

The Association opposes the addition of this new provision, claiming that it is intended to relieve the District of its obligation to bargain, when requested by the Association, over changes in past practices that are otherwise bargainable.

To the extent that the District’s proposal allows school administrators to unilaterally change an established practice affecting bargaining unit members, it would deprive the Association of its right and opportunity to bargain over the impact of the change on its members. The provision would, in effect, force a waiver of the Association’s right to bargain over proposed changes in written and unwritten past practices, without regard to the impact of the changes on Association members.

Relieving the District of its obligation to meet and confer or bargain, as it has proposed, would amount to a de facto waiver of the Association’s right to bargain. The Association’s opposition to this new provision makes clear it will not agree to a blanket waiver of its right to bargain on interim issues that are otherwise bargainable.

Recommendation: Do not add this new provision to Article XIV.

5. Wage Rates

The CBA currently has nine job categories with a five-step wage schedule for each category based on years of experience. The career rate in each category is set at the fifth year. Wage rates for the first four years are set as percentages of the career rate, as follows: first year – 75 percent; second year – 81 percent; third year – 87 percent; fourth year – 93 percent; fifth year – 100 percent. Each year, employees in steps one through four receive a step increase as well as the annual pay increase. Employees typically reach the top of the pay scale in their fifth year.

The Association currently has 33 members in its bargaining unit. During the 2023-2024 school year, 23 members were at step 5, 1 was at step 4, 5 were at step 2, and 4 were at step 1.

The District presented data showing its wage rates for support professionals is comparable to rates paid to public and private sector employees in similar job categories in the surrounding geographical area. In some instances, Coudersport wage rates are at top of range in these categories.

The recommendations below reflect annual hourly rate increases at the career rate and corresponding increases at steps 1 through 4 covering each job category. Recommended increases are higher than those proposed by the District but not as high as those sought by the Association. They are intended to strike a balance between what is fair and equitable for Association members with what the District can afford financially over the next five years. Career rate employees would receive a total hourly rate increase of \$2.40 over the five years of the new agreement.

District Proposal. The District has proposed the following with respect to wage rates throughout the term of the new agreement:

2024 – 2025: average increase of 2.91 percent//transition step 1 to 80 percent of the career rate

2025 – 2026: average increase of 2.78 percent//transition step 2 to 85 percent of the career rate

2026-2027: average increase of 2.88 percent//transition step 3 to 90 percent of the career rate

2027-2028: average increase of 2.12 percent//transition step 4 to 95 percent of the career rate

2028-2029: average increase of 1.25 percent

Association Proposal. The Association has proposed that for each year of the five-year agreement, employees would receive wage rate increases as follows: step 1- \$.80; step 2 - \$.75; step 3 - \$.70; step 4 - \$.70; step 5 - \$.70. In addition, the Association proposed transitioning to the following career rate percentages immediately with the new agreement: step 1 to 80 percent, step 2 to 85 percent, step 3 to 90 percent, and step 4 to 95 percent. The Association has proposed that any wage rate increases for the first year be paid retroactively to the beginning of the contract term, or July 1, 2024.

Recommendation 1: Transition to new career rate percentages immediately with the new agreement, as follows: step 1 – 80 percent; step 2 – 85 percent; step 3 – 90 percent; step 4 – 95 percent; step 5 – 100 percent.

Recommendation 2: Implement the following hourly increases, as specified below and in Appendix A:

2024-2025: \$.60 per hour increase in the career rates (step 5) in all job categories with corresponding increases in steps 1 through 4.

2025-2026: \$.50 per hour increase in the career rates (step 5) in all job categories with corresponding increases in steps 1 through 4.

2026-2027: \$.50 per hour increase in the career rates (step 5) in all job categories with corresponding increases in steps 1 through 4.

2027-2028: \$.40 per hour increase in the career rates (step 5) in all job categories with corresponding increases in steps 1 through 4.

2028-2029: \$.40 per hour increase in the career rates (step 5) in all job categories with corresponding increases in steps 1 through 4.

Recommendation 3: Grant retroactive pay increases to July 1, 2024.

All Other Matters

As noted above, any agreements mutually made prior to the commencement of fact-finding that are not addressed in this Report are recommended to be included, as agreed, in the new agreement.

August 19, 2024
Chambersburg, Pennsylvania

Robert J. Kirkner

Robert J. Kirkner
Fact-Finder

APPENDIX A: RATE SCALES

Coudersport Area School District					
Appendix A-1					
2024-2025					
(\$.60/hour increase in 5th year)					
EXPERIENCE LEVEL	FIRST YEAR 80%	SECOND YEAR 85%	THIRD YEAR 90%	FOURTH YEAR 95%	FIFTH YEAR 100%
Cafeteria Coordinator	16.32	17.34	18.36	19.38	20.40
General Cafeteria	15.02	15.96	16.90	17.84	18.78
Administrative Secretary	17.69	18.79	19.90	21.00	22.11
Office Secretary	16.53	17.57	18.60	19.64	20.67
Clerk/Typist	15.16	16.11	17.05	18.00	18.95
Head Custodian	18.13	19.26	20.39	21.53	22.66
Custodian	15.96	16.96	17.96	18.95	19.95
Teacher Aide	16.69	17.73	18.77	19.82	20.86
Technology Aide	18.31	19.46	20.60	21.75	22.89

Coudersport Area School District					
Appendix A-2					
2025-2026					
(\$.50/hour increase in 5th year)					
EXPERIENCE LEVEL	FIRST YEAR 80%	SECOND YEAR 85%	THIRD YEAR 90%	FOURTH YEAR 95%	FIFTH YEAR 100%
Cafeteria Coordinator	16.72	17.76	18.81	19.85	20.90
General Cafeteria	15.42	16.39	17.35	18.32	19.28
Administrative Secretary	18.09	19.22	20.35	21.48	22.61
Office Secretary	16.94	17.99	19.05	20.11	21.17
Clerk/Typist	15.56	16.53	17.50	18.48	19.45
Head Custodian	18.53	19.69	20.84	22.00	23.16
Custodian	16.36	17.38	18.40	19.43	20.45
Teacher Aide	17.09	18.16	19.22	20.29	21.36
Technology Aide	18.71	19.88	21.05	22.22	23.39

Coudersport Area School District Appendix A-3 2026-2027 (\$.50/hour increase in 5th year)					
EXPERIENCE LEVEL	FIRST YEAR 80%	SECOND YEAR 85%	THIRD YEAR 90%	FOURTH YEAR 95%	FIFTH YEAR 100%
Cafeteria Coordinator	17.12	18.19	19.26	20.33	21.40
General Cafeteria	15.82	16.81	17.80	18.79	19.78
Administrative Secretary	18.49	19.64	20.80	21.95	23.11
Office Secretary	17.34	18.42	19.50	20.59	21.67
Clerk/Typist	15.96	16.96	17.95	18.95	19.95
Head Custodian	18.93	20.11	21.29	22.48	23.66
Custodian	16.76	17.81	18.85	19.90	20.95
Teacher Aide	17.49	18.58	19.67	20.77	21.86
Technology Aide	19.11	20.31	21.50	22.70	23.89

Coudersport Area School District Appendix A-4 2027-2028 (\$.40/hour increase in 5th year)					
EXPERIENCE LEVEL	FIRST YEAR 80%	SECOND YEAR 85%	THIRD YEAR 90%	FOURTH YEAR 95%	FIFTH YEAR 100%
Cafeteria Coordinator	17.44	18.53	19.62	20.71	21.80
General Cafeteria	16.14	17.15	18.16	19.17	20.18
Administrative Secretary	18.81	19.98	21.16	22.33	23.51
Office Secretary	17.66	18.76	19.86	20.97	22.07
Clerk/Typist	16.28	17.30	18.31	19.33	20.35
Head Custodian	19.25	20.45	21.65	22.86	24.06
Custodian	17.08	18.15	19.21	20.28	21.35
Teacher Aide	17.81	18.92	20.03	21.15	22.26
Technology Aide	19.43	20.65	21.86	23.08	24.29

Coudersport Area School District
Appendix A-5
2028-2029
(\$.40/hour increase in 5th year)

EXPERIENCE LEVEL	FIRST YEAR 80%	SECOND YEAR 85%	THIRD YEAR 90%	FOURTH YEAR 95%	FIFTH YEAR 100%
Cafeteria Coordinator	17.76	18.87	19.98	21.09	22.20
General Cafeteria	16.46	17.49	18.52	19.55	20.58
Administrative Secretary	19.13	20.32	21.52	22.71	23.91
Office Secretary	17.98	19.10	20.22	21.35	22.47
Clerk/Typist	16.60	17.64	18.67	19.71	20.75
Head Custodian	19.57	20.79	22.01	23.24	24.46
Custodian	17.40	18.49	19.57	20.66	21.75
Teacher Aide	18.13	19.26	20.39	21.53	22.66
Technology Aide	19.75	20.99	22.22	23.46	24.69