

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

COUDERSPORT EDUCATION SUPPORT :
PROFESSIONALS ASSOCIATION PSEA/NEA :
 :
v. : Case No. PERA-C-25-107-E
 :
COUDERSPORT AREA SCHOOL DISTRICT :

PROPOSED DECISION AND ORDER

On May 19, 2025, the Coudersport Education Support Professionals Association, PSEA/NEA (Association or Union) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (Board) against the Coudersport Area School District (District or Employer), alleging that the District violated Section 1201(a)(5) of the Public Employe Relations Act (PERA or Act) by refusing to bargain in good faith and by engaging in regressive bargaining tactics.

On July 9, 2025, the Secretary of the Board issued a Complaint and Notice of Hearing, directing a hearing on August 18, 2025, if necessary. The hearing was subsequently continued to October 14, 2025, at the Association's request and without objection by the District. The hearing ensued on October 14, 2025, at which time the parties were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. The District filed a post-hearing brief on December 22, 2025. The Association filed a post-hearing brief on December 23, 2025.

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. 6)
2. The Association is an employe organization within the meaning of Section 301(3) of PERA. (N.T. 6)
3. The Association is the exclusive bargaining representative for a unit of nonprofessional employes at the District. (Association Exhibit 1)
4. The Association and the District were parties to a collective bargaining agreement (CBA), effective July 1, 2020 through June 30, 2024. (N.T. 11; Association Exhibit 1)
5. Scott Carpenter is a UniServ representative for PSEA, whose responsibilities include the Association's nonprofessional employe unit at the District. He testified that the parties began negotiating for a successor agreement in January or February of 2024. He described generally how the parties were able to resolve most of the issues within the first couple months, after which salary became a sticking point. (N.T. 11-12)
6. UniServ Representative Carpenter identified a salary proposal, which the Association received from the District, in February 2024. The

District's proposal included a starting rate for the 2024-2025 school year, which was a small increase from the prior contract, and took a maximum of five years for employees to reach their top career rate of pay for each position in the unit. (N.T. 13-15; Association Exhibit 2)

7. The Association countered the District's February 2024 proposal with a demand for higher rates of pay for each position in the unit, which essentially amounted to a higher percentage of the top career rate for each of the years set forth in the proposed agreement. The Association's counterproposal, however, maintained the same concept and structure of the District's five-year salary plan. (N.T. 15-17)

8. On April 12, 2024, the District made another proposal to the Association, which maintained the same concept and structure of a five-year salary plan, except now the proposal showed the increase in salary rate for each of the positions in the unit instead of the what the actual rate would be, like the proposal from February 2024. UniServ Representative Carpenter explained that, although this proposal was weighted a little heavier up front with the greatest increase coming in the first year of the deal, the proposal was otherwise very similar to the District's February 2024 proposal, maintaining the same five-year structure and percentages. (N.T. 17-19; Association Exhibit 3)

9. UniServ Representative Carpenter testified that the Association viewed the District's April 2024 proposal as being relatively the same as the District's February 2024 proposal. He characterized the District's April 2024 proposal as not dramatically better, but also not worse than the previous proposal. He described how he felt the negotiations were still progressing at this point, stressing that both parties were using the same five-step scale, although the District was offering less money than the Association wanted. He noted that the Association was also asking for more than the District was willing to give, emphasizing that he thought the parties would eventually meet in the middle. (N.T. 19-20)

10. On May 8, 2024, the District made another proposal to the Association. UniServ Representative Carpenter testified that this proposal continued in the same vein as the prior District proposals, the only difference being a slight increase in the pay rates. The District's proposal at this point maintained the same concept and structure of a five-year salary plan, which the District included with its prior proposals. (N.T. 20; Association Exhibit 4)

11. On June 16, 2024, the Association filed a request for fact-finding, which the Board granted. The Board appointed a fact-finder on July 17, 2024, and the parties subsequently appeared for a fact-finding hearing on August 7, 2024. (N.T. 21-22; Association Exhibit 5)

12. On August 19, 2024, the Fact-Finder issued his Report and Recommendations, providing for pay increases that were higher than those proposed by the District, but lower than those sought by the Association. The Fact-Finder also recommended that the contract maintain the five-step wage schedule heretofore proposed by both parties. (N.T. 21-23; Association Exhibit 5)

13. The parties both rejected the Fact-Finding Report and eventually returned to the bargaining table. (N.T. 22-23, 45, 61)

14. On October 29, 2024, the District made a new proposal to the Association. UniServ Representative Carpenter testified that this new proposal included an 11-step salary schedule. He described how the first step contained a similar pay increase to what the parties had been discussing, but he then explained that years two through ten simply divvied up the steps of two to four from the prior proposals, thereby spreading them out. He indicated that, under this proposal, it would take longer for employees to get to the top of the pay schedule and defer their earnings until later. He acknowledged that the District proposed that employees who were at step 5 of the prior scale, would go to the top of the new one at step 11. He stated that, for other employees, it would take more years for them to reach the top of the scale, which could potentially be up to eight years. (N.T. 23-26; Association Exhibit 6)

15. UniServ Representative Carpenter testified that this was the point where the District's bargaining started to regress. The parties exchanged additional proposals over the holidays, but they did not make any real progress. (N.T. 27-28)

16. On January 31, 2025, the District made another proposal to the Association, which seemingly went back to the five-step salary schedule. However, each step would take employees four or five years to progress through to the next step. UniServ Representative Carpenter testified that the Association viewed this proposal as essentially a 20-step schedule, meaning it would take employees approximately 20 years to reach their career rate of pay. He stressed to the District that this was not something the Association could accept and tried to bring the negotiations back to the previous five-year schedule structure. (N.T. 28-30; Association Exhibit 7)

17. In June 2025, the District made a new proposal to the Association, which eliminated the 11-step schedule and the five-tiered schedule. UniServ Representative Carpenter testified, however, that the proposal did not include any step schedule at all. Instead, the District's proposal simply listed the salary for each position and then provided for a \$0.45 per hour pay increase for each year thereafter. He also described how the District's proposal was for a four-year contract, which did not include the 2024-2025 school year. He explained that the Association was seeking retroactive pay for that school year, which the District refused to offer. He indicated that the District was willing to offer a signing bonus of some sort. (N.T. 31-32; Association Exhibit 8)

18. UniServ Representative Carpenter testified that the Association's bargaining team reached a tentative agreement with the District on this June 2025 proposal. But the Association's members voted overwhelmingly against ratifying the agreement. Carpenter explained that the bargaining unit employees were unhappy with the lack of a salary schedule, along with the lack of any retroactive pay. (N.T. 31-34, 47-48; Association Exhibit 8)¹

19. The parties met for another bargaining session in August 2025, but they were unable to make any progress at that point. UniServ Representative Carpenter testified that the Association made a proposal at that point, which came down from its most recent position, but the District

¹ Carpenter acknowledged on cross-examination that the District voted to ratify the agreement around the same time as the Association's vote. (N.T. 48-49).

would not move from its June 2025 proposal, which of course the Association had already rejected. (N.T. 33-35)

20. The parties met again on October 8, 2025, during which the Association advised the District of its reasons for why they were unable to reach an agreement. The only outstanding issues for the Association were salaries and retroactive pay. (N.T. 37-39)

21. On cross-examination, UniServ Representative Carpenter was confronted with a document, which was entitled "Salary Settlement Comparisons." He admitted that the Association shared the document with the District at the January 8, 2025 bargaining session. He explained that the purpose of sharing the document was to illustrate the pay scales and rates that employees were receiving at other school districts. He testified that this document initiated the discussion of the tiered approach, which he stated was not his intention. He confirmed that the Association did not propose a tiered approach with the introduction of this document. (N.T. 51-53; District Exhibit 17)

22. On redirect examination, UniServ Representative Carpenter testified that, by the time he introduced the Salary Settlement Comparison document in January 2025, the Association had already received proposals from the District, which included the 11-step schedule or the 20-year schedule. He once again clarified that the purpose was to show the actual salary rates, and not the structure for how that money was distributed. (N.T. 53-54; District Exhibit 17)

23. The District offered the testimony of its Business Manager, John Abplanalp, in support of its position. Business Manager Abplanalp testified that UniServ Representative Carpenter introduced the tiered approach to the salary schedule on January 8, 2025, which was based on data from other school districts. Abplanalp described how the District gave the Association a choice during the February 28, 2025 bargaining session between the five-year tiered approach and the five-year step approach, at which point the Association chose the five-year step approach. He claimed that, from that point on, the District worked within the parameters of the five-year step approach, as chosen by the Association. He later admitted on cross-examination, however, that the June 2025 proposal essentially included no steps. (N.T. 66-68, 72-73, 103-104; District Exhibits 1, 2)

24. On December 3, 2025, the parties entered into a successor CBA effective July 1, 2024, through June 30, 2029. Included in the contract as Appendix A-1 are the starting hourly wages for "the entirety of the 2025-2029 term," along with yearly wage increases and signing bonuses for full-time and part-time employees hired prior to July 1, 2025, or the ratification date. (Board Exhibit 1)

DISCUSSION

The Association argues that the District violated Section 1201(a)(5) of the Act² by failing to bargain in good faith and by engaging in regressive

² Section 1201(a) of PERA provides that "[p]ublic employers, their agents or representatives are prohibited from...(5) Refusing to bargain collectively in good faith with an employee representative which is the exclusive representative of employees in an appropriate unit, including but not limited

bargaining tactics, which included proposals that moved backwards from the District's prior salary proposals, as well as those offered by the Association. Specifically, the Association contends that the parties were communicating effectively and moving, albeit slowly, towards an agreement until October 2024, at which time the District began to offer increasingly complex and slower processes for bargaining unit employees to progress up the pay scale. As an example, the Association points out that, under the District's proposal from February 2024, a general cafeteria position with five years of experience would earn \$18.36 per hour during the 2024-2025 contract year, but that, under the District's January 2025 proposal, that same general cafeteria position with five years of experience would only make \$15.60 per hour. (Association Exhibits 2, 7). The Association notes how that employee's rate would not reach \$18.36 until he or she had at least 15 years of experience, three times longer than under the previous proposal. The Association submits that the District's proposals worsened over time, which would have resulted in bargaining unit employees earning lower wages for longer periods and making less income.

The District, on the other hand, maintains that the charge should be dismissed because the District has bargained in good faith at all times and only introduced the tiered approach to the salary schedule in response to UniServ Representative Carpenter presenting it during bargaining. The District claims that it promptly abandoned the tiered approach after an initial exploration of the idea and reverted back to the traditional five-step schedule in early 2025. The District posits that it never reduced its proposals or attempted to withdraw value therefrom, and made consistent efforts to share data, clarify economic information, and demonstrate transparency. The District notes that it even reached a tentative agreement with the Association in June 2025, which the District's governing body ratified, and that it never gave the Association a "take-it or leave-it" option.

It is well settled that good faith bargaining requires the parties to make a serious effort to resolve differences and to reach common ground. Morrisville School District v. PLRB, 687 A.2d 5 (Pa. Cmwlth. 1996). Good faith requires at a minimum that the parties negotiate with authority and define for their adversary an initial position which, if accepted, will bind the parties to at least a tentative agreement. Upper Moreland Township School District v. PLRB, 695 A.2d 904 (Pa. Cmwlth. 1997). Good faith bargaining cannot be discharged simply by counting the number of meetings between the parties or by weighing the amount of information exchanged during negotiations. United Steel Paper Forestry Rubber Manufacturing Energy Allied Industrial and Service Workers International v. McDonald Borough, 45 PPER 45 (Final Order, 2013). When determining whether an employer bargained in good faith, the Board examines the totality of the circumstances. PSSU, Local 668 v. Lancaster County, 45 PPER 94 (Final Order, 2014). If after examining all the circumstances one can reasonably conclude that one or the other party never intended to achieve an agreement, demonstrated unreasonableness, or displayed a single-minded purpose to thwart the public policy, then good faith bargaining did not occur. McDonald Borough, *supra*.

The Commonwealth Court expressly disfavors the employer practice of negotiating in the direction of narrowing differences between the parties, only to then change course and make proposals which subsequently widen the

to the discussing of grievances with the exclusive representative." 43 P.S. § 1101.1201.

gap between the parties. Morrisville School District, 687 A.2d at 10. However, the Board has long held that charges of unfair practices over bargaining tactics that do not result in affirmative relief but only remedial cease and desist orders from the Board are mooted by entry into a bilaterally negotiated agreement. Medical Rescue Team South Authority v. Ass'n of Professional Emergency Medical Technicians, 30 PPER ¶ 30063 (Final Order, 1999). The Board has adopted the policy that continued litigation over past allegations of misconduct, which have no present effects, unwisely focuses the parties' attention on a divisive past rather than a cooperative future. Medical Rescue Team South, *supra*. Of course, even if a charge is technically moot, it may be decided when the issue presented is one of great public importance or is one that is capable of repetition yet evading review. Association of Pennsylvania State College and University Faculties v. PLRB, 8 A.3d 300, 305 (Pa. 2010).

In this case, the record shows that the parties eventually entered into a successor CBA on December 3, 2025, which resolved their dispute over the wage scale and any outstanding retroactive or bonus pay for the 2024-2025 school year. As a result, the Association's charge of unfair practices, alleging bad faith and regressive bargaining by the District, has been rendered moot. Indeed, the Association's post-hearing brief only requests a cease-and-desist remedy, along with an order directing the District to bargain in good faith. There is no evidence of any ongoing residual effects of an unlawful, unilateral change to wages, hours and working conditions, which are typically not moot, or any other unlawful conduct which could result in affirmative relief to the bargaining unit employees. Nor is there any reason to conclude that this matter is of great public importance or one that is capable of repetition yet evading review. While potential allegations of bad faith bargaining tactics would certainly be of significant importance to the bargaining unit employees here, such an averment is necessarily limited to the parties in the instant matter. Likewise, although the issue may be capable of repetition at some point in the future, such a proposition is speculative at best, and would not have the capacity of evading review, as it would always be subject to a subsequent charge, limited to the particular facts and circumstances giving rise thereto. Accordingly, the charge must be dismissed as moot.

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 charge is dismissed as moot.

ORDER

In view of the foregoing and in order to effectuate the policies of the Public Employe Relations Act, the examiner

HEREBY ORDERS AND DIRECTS

that the complaint is rescinded, and the charge is dismissed.

IT IS HEREBY FURTHER ORDERED AND DIRECTED

that in the absence of any exceptions filed with the Board pursuant to 34 Pa. Code § 95.98(a) within twenty days of the date hereof, this decision and order shall be final.

SIGNED, DATED AND MAILED at Harrisburg, Pennsylvania, this 15th day of April, 2026.

PENNSYLVANIA LABOR RELATIONS BOARD

/s/ John Pozniak
John Pozniak, Hearing Examiner