

COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA LABOR RELATIONS BOARD

In the Matter of Fact-Finding	(	Fact-Finding Report	
	(	and	
	(	Recommendations	
Between	(		
	(		
Ferguson Township (Centre)	(	Case No.	PERA-F-25-54-E
	(		
and	(	Date of Hearing:	April 21, 2025
	(		
Teamsters Local 764	(	Date of Report:	April 28, 2025
	(		

Michelle Miller-Kotula  
Fact-Finder

For the Township:	Joshua C. Hausman, Esq. Campbell Durrant, P.C. 535 Smithfield Street Suite 700 Pittsburgh, PA 15222
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For the Union:	Thomas H. Kohn, Esq. Attorney at Law Markowitz & Richman 123 South Broad Street Suite 2020 Philadelphia, PA 19109
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Ty C. Sees  
Union Representative  
Secretary-Treasurer  
Teamsters Local 764  
450 Beaver Street  
Milton, PA 17847

## **Background**

By letter dated January March 18, 2025, the Pennsylvania Labor Relations Board (PLRB), pursuant to Act 88 of 1992 (Act 88) and the Public Employer Relations Act (PERA), appointed the undersigned as Fact-Finder in the impasse between Ferguson Township (Centre) (hereafter referred to as the “Township”) and Teamsters Local Union No. 764 (hereafter referred to as the “Union”).

The Union represents a unit of approximately 17 bargaining unit employees which includes road workers, custodians and a mechanic. The Township is located in the southwest corner of Centre County, Pennsylvania. The parties to this Fact-Finding have an ongoing bargaining relationship and are parties to a collective bargaining agreement (hereafter referred to as the “CBA”) which was effective by its term from January 1, 2022 through December 31, 2024. The parties began formal negotiations on July 22, 2024, exchanged proposals and met approximately eight times, including sidebar discussions in an attempt to negotiate a successor CBA.

In accordance with the PLRB’s Order, the parties filed written statements of the issues in dispute with the Fact-Finder involving the following:

<b>Article I</b>	<b>Cover Sheet &amp; Preamble</b>	
<b>Article VIII</b>	<b>Hours of Work</b>	<b>Section 6</b>
<b>Article XI</b>	<b>Holidays</b>	<b>Sections 1 and 2</b>
<b>Article XII</b>	<b>Vacations</b>	<b>Sections 1, 2, and 4</b>
<b>Article XIII</b>	<b>Sick Leave</b>	<b>Sections 2, 4 and 5</b>
<b>Article XIV</b>	<b>Other Paid Leave</b>	<b>Sections 2, 5, 6 and 7</b>
<b>Article XV</b>	<b>Wages</b>	<b>Sections 1, 2 and 3</b>
<b>Article XVI</b>	<b>Overtime</b>	<b>Sections 1, 3 and 4</b>
<b>Article XVII</b>	<b>Seniority</b>	<b>Section 2</b>
<b>Article XVIII</b>	<b>Discipline and Discharge</b>	<b>Sections 1, 3 and 4</b>
<b>Article XX</b>	<b>Settlement of Disputes</b>	<b>Sections 3 and 4</b>
<b>Article XXII</b>	<b>Uniforms and Allowances</b>	<b>Section 2</b>
<b>Article XXIII</b>	<b>Health and Welfare</b>	<b>Section 4</b>
<b>Article XXXI</b>	<b>Termination</b>	

On April 21, 2025, a fact-finding hearing was held in accordance with the Pennsylvania Labor Relations Act before the undersigned in State College, Pennsylvania. During the hearing, both parties were afforded a full opportunity to present testimony, examine and cross-examine witnesses and introduce oral explanations and documentary evidence in support of their respective positions.

Executive Session discussions were held between the parties. Through these discussions, this Fact-Finder was given a thorough understanding of each party's position on the outstanding issues. The parties also informed the Fact-Finder of tentative agreements that were reached.

To arrive at the following recommendations, this Fact-Finder relied upon, among other things, the following criteria:

- The reliable and credible testimony provided, the evidence presented at the Fact-Finding hearing and further clarifications given to questions of this Fact-Finder during Executive Session discussions.
- The expired collective bargaining agreement.
- Comparisons of unresolved issues relative to the employees in this bargaining unit and how those issues related to other townships and public and private employees doing comparable work, giving consideration to factors peculiar to the area and classifications involved.
- The interest and welfare of taxpayers and the ability of the Township to finance and administer the issues proposed.
- The understanding that each individual issue has been reviewed for its relative individual merit; at the same time, each individual issue has also been reviewed with consideration given to whether or not it appropriately fits into the CBA created through this process.

## **ISSUES IN DISPUTE AND RECOMMENDATIONS**

### **Article I Cover Sheet & Preamble**

#### **Township Position:**

The Township recommends for the Fact-Finder to develop a three (3) year CBA, effective January 1, 2025 through December 31, 2027.

#### **Union Position:**

The Union proposes to make this CBA effective January 1, 2025 through December 31, 2027.

#### **Recommendation:**

The recommendation of this Fact-Finder is for a three (3) year CBA, effective 1/1/25 through 12/31/27.

### **Appendix VIII Hours of Work – Section 6**

#### **Township Position:**

The Township agrees to maintain the sign-up list for voluntary overtime opportunities as long as the list rotates and does not start with the most senior employee each time the list is utilized.

The Township also submits it shall exercise its sole and exclusive discretion to call out employees.

The Township rejects changing the existing call out language from three (3) to four (4) hours and contends the current language must remain.

#### **Union Position:**

The Union proposes to update the language by adding the following to Section 6:

The Township shall maintain a sign-up list for voluntary overtime opportunities, which shall be updated every three (3) months by the Township offering the employees the opportunity to sign the voluntary overtime list the last full week prior to the end of every three (3) months it is updated. Employees must only sign the sign-up list if they want to be called for voluntary overtime. When the Township determines it necessary to call out an employee, preference shall be given in seniority order to those employee whose names appear on the sign-up list, with the Township rotating through the list as call out opportunities arise. If all employees on the sign-up list don't respond to a callout, the Township will call from the top down and force from the bottom up by seniority. If an employee on the sign-up list fails to respond to the call without justification as determined in the sole and exclusive discretion of the Township, the employee's name shall be removed from the list, and the employee shall not be permitted to sign the list again until it is next updated by the Township.

Notwithstanding any other provisions of this Agreement or the existence of the voluntary overtime list, the Township may exercise its discretion in selecting an employee to be called out,

which ~~may~~ shall include consideration of the nature of the work to be performed, the equipment needed, or the particular skillset of the employee. The Township may call out a part-time employee in lieu of a full-time employee when full-time employees are unavailable. Employees may respond to a call out. An employee who fails to report to work after being called out may be subject to discipline.

An employee called out to work shall be guaranteed pay for ~~three (3)~~ four (4) hours, or pay for all time actually worked, whichever is greater, at the straight time or overtime rate, whichever is applicable based on the number of hours worked in that work week. ~~Employees called out within here (3) hours of the starting time of their shift shall be paid only for time actually worked.~~ For purposes of this section, a “call out” shall include any request or directive to report on a workday for employee starts a regular shift or after the employee has finished a regular shift or any other day. A “call out” shall not include circumstances in which an employee must remain at work if called to work within forty (40) hours prior to their starting time or following the completion of his or her shift.

**Recommendation:**

The Fact-Finder recommends for the following language to be incorporated into the CBA in Hours of Work Section 6:

The Township shall maintain a sign-up list for voluntary overtime opportunities, which shall be updated every three (3) months by the Township offering the employees the opportunity to sign the voluntary overtime list the last full week prior to the end of every three (3) months it is updated. Employees must only sign the sign-up list if they want to be called for voluntary overtime. When the Township determines it necessary to call out an employee, preference shall be given to those employee whose names appear on the sign-up list, with the Township rotating through the list as call out opportunities arise. ~~If all employees on the sign-up list don't respond to a callout, the Township will call from the top down and force from the bottom up by seniority.~~ If an employee on the sign-up list fails to respond to the call without justification as determined in the sole and exclusive discretion of the Township, the employee's name shall be removed from the list, and the employee shall not be permitted to sign the list again until it is next updated by the Township.

Notwithstanding any other provision of this Agreement or the existence of the voluntary overtime list, the Township may exercise its sole and exclusive discretion in selecting an employee to be called out, which ~~may~~ shall include consideration of the nature of the work to be performed, the equipment needed, ~~or~~ the particular skillset of the employee, and/or the relative availability of employees compared to the urgency of the matter at hand. The Township may call out a part-time employee in lieu of a full-time employee when full-time employees are unavailable. Employees may respond to a call out. An employee who fails to report to work after being called out may be subject to discipline.

The Fact-Finder rejects changing the call out guarantee hours as suggested by the Union and notes that the current language related to the call out guarantee hours must be maintained.

## **Article XI Holidays – Section 1**

**Township Position:**

The Township rejects the Union's proposal to add two (2) holidays.

**Union Position:**

The Union proposes adding the following two (2) holidays:

1. Friday immediately following Thanksgiving Day
2. Employee's Birthday

**Recommendation:**

**The recommendation of this Fact-Finder is for the parties to retain the current holidays listed in the CBA.**

## **Article XI Holidays – Section 2**

**Township Position:**

The Township proposes to add language as it relates to a cogent medical excuse being provided to substantiate an absence during the holiday period. However, no other language from the grievance settlement should be considered.

**Union Position:**

The Union proposes to change Section 2 to read:

Incorporate Section 2 as written in the GRIEVANCE SETTLEMENT AGREEMENT AND MEMORANDUM OF UNDERSTANDING under Item 5, between the Township and the Union.

**Recommendation:**

The parties revealed to the Fact-Finder that they were able to agree on the following language related to Holidays -Section 2. This Fact-Finder submits that this language should be included in the CBA:

Regular full-time employees shall be eligible for holiday pay if (1) an employee actually works his/her full shift on the last scheduled workday immediately before and his/her first scheduled workday immediately after the holiday, or (2) if not worked or if less than a full shift has been worked, uses approved paid time off for the workdays immediately before or after the holiday, or (3) has been directed by the Township to remain out from work for non-discipline or misconduct related reasons for the workdays immediately before or after the holiday. Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work. Eight (8) hours pay at an employee's regular rate shall constitute holiday pay. An employee shall not be disqualified from holiday pay on the basis of an absence that is supported by a cogent medical explanation, as defined in Article XIII, Section 4, if the cogent medical explanation is submitted by the end of the next Township business day immediately following the day of the otherwise disqualifying absence. It is acknowledged that the timing of the

submission of the cogent medical explanation may impact the pay period in which the employee will receive the holiday pay, if eligible.

Notwithstanding the Township's ability to approve or deny leave utilization requests, adjust schedules, and call out employees as set forth elsewhere in this Agreement, which shall in no way be limited by operation of this Section, the Township may additionally determine the number of employees, to be a default of three (3), who must actually work their full, scheduled shift on the last scheduled workday before and/or the first scheduled workday immediately after a holiday. The Township has five (5) calendar days to notify the Union and bargaining employees, in writing, if the number of employees required to actually work before and/or after a holiday change from the default of three (3). With regard to the last scheduled workday immediately before and the first scheduled workday immediately after a holiday, employees shall have the opportunity to work such days in seniority order by the Township asking from the top down and forcing from the bottom up until the Township reaches the designated number. An employee who is required by the Township to actually work on the last scheduled workday immediately before and/or immediately after the holiday by operation of the aforementioned process, irrespective of any prior approved leave requests, who fails to work his/her full shift on the day to which they were assigned shall forfeit his/her right to holiday pay for the holiday.

## **Article XII**

### **Vacations – Section 1**

#### Township Position:

The Township proposes to amend this Section by eliminating the allowance for a maximum of one hundred and sixty (160) hours of vacation time to be carried forward to the next vacation year. Vacation not used in the calendar year earned shall be lost. The Township further proposes to eliminate the last sentence of Section 1, referring to a "vacation year."

The Township is opposed to any enhancement to the vacation benefit. However, the Township is amenable to front-loading some amount of vacation for probationary employees as a recruitment incentive, assuming no increase in the total amount.

The Township also proposes to amend this Section by changing the minimum increment that vacation may be taken from one-half (1/2) hour to one (1) day. This would eliminate administrative difficulty and expense associated with the current one-half (1/2) hour increment utilization.

#### Union Position:

The Association proposes to change the language for the employees during their probationary period to earn up to forty-eight (48) hours at the rate of eight (8) hours per month in which the employee works at least fifteen regular (15) workdays but may not utilize vacation until the completion of their probationary period.

The Union recommends for the Fact-Finder to determine the vacation will be available for use to an employee "immediately following their probationary period and January 1<sup>st</sup> of each successive calendar year based upon the years of service completed as of their anniversary date in the same calendar year and in accordance with the following schedule:"

<u>Completion of:</u>	<u>Accrual:</u>
3 years of service	80 hours
4-10 years of service	120 hours
11-17 years of service	160 hours
18-24 years of service	200 hours
25+ years of service	240 hours

The Union additionally rejects the Township's position to change the minimum increments for vacation.

**Recommendations:**

The Fact-Finder has reviewed the positions of the parties related to vacation. It is the Fact-Finder's recommendation at the present time to retain the language related to rollover of vacation.

The Fact-Finder recommends for the Township to front-load up to 24 hours of vacation to the probationary employees which may be used after the employee completes six (6) months of service and works at least fifteen regular workdays each month. If the employee leaves employment of the Township prior to completing probation, the Township shall have the right to recoup the amount of vacation front-loaded to the employee from his final paycheck. There shall be no increase in the total amount of vacation received by the probationary employee.

It is further this Fact-Finder's recommendation to reject the Union's proposal to change the minimum increments for vacation.

**Article XII**  
**Vacations – Section 2**

**Township Position:**

The Township proposes to amend Section 2 to further provide that no vacation requests shall be entertained after the work schedule for the relevant period has been posted.

**Union Position:**

The Union asks the Fact-Finder to reject changes to Section 2 as requested by the Township.

**Recommendation:**

This Fact-Finder recommends that it is the supervisor's discretion whether or not vacation requests shall be entertained after the work schedule for the relevant period has been posted.

**Article XII**  
**Vacations – Section 4**

**Township Position:**

The Township proposes to eliminate the right of an employee to receive pay for unused vacation. Vacation not taken shall be lost.

Union Position:

The Union objects to changes in Section 4 as proposed by the Township.

**Recommendation:**

The Fact-Finder recommends at the present time that no changes be made to Section 4.

**Article XIII  
Sick Leave – Section 2**

Township Position:

The Township proposes amending this Section by eliminating an employee's ability to accrue up to nine hundred and sixty (960) paid sick leave hours and to limit the amount of accrued/carried over sick leave to one hundred and ninety-two (192) hours.

The Township contends the current maximum sick leave accrual is excessive, in light of the fact the Township offers short-term and long-term disability benefits. Employees should continue to earn sick leave at the current rate but should not be permitted to "bank" a total of one hundred and twenty (120) working days.

Union Position:

The Union proposes to amend the accrual rate for sick hours at the rate of four (4) hours per month.

The Union requests for the Fact-Finder to add the following: Accrued sick leave not taken at the time of resignation, termination, or retirement shall be lost for full-time employees with less than seven (7) years of continuous employment. Full-time employees with less than seven (7) years or more of continuous employment shall be paid out at one-hundred percent (100%) for all accrued sick leave not taken at the time of resignation, retirement or termination other than for just cause.

**Recommendation:**

The Fact-Finder has reviewed the parties' proposals related to Sick Leave- Section 2. The Fact-Finder suggests for the language to remain unchanged.

**Article XIII  
Sick Leave – Section 4**

Township Position:

The Township proposes to amend the language in this Section to eliminate all references to "days" as a measurement of the use of sick leave and instead use the word "occurrence," "use" or "instance," and to otherwise revise Section 4 to provide as follows:

A cogent medical explanation shall be presented by the employee to the Director of Public Works in the following instances:

- A. After using sick leave on three (3) or more consecutive workdays.
- B. After twelve (12) occurrences of sick leave in any year.
- C. After an employee takes sick leave in conjunction with other paid time off or scheduled time off more than two (2) times in a calendar year.

For the purposes of this Section, “sick leave” will be defined as any use of sick time regardless of amount or duration. A “cogent medical explanation” is one which comes from a competent medical practitioner, who demonstrates knowledge of the essential functions of the employee’s job, and who provides sufficient detail so that a reasonable lay person can understand the asserted based for the absence. A conclusory statement that the employee was unable to report to work due to illness will not be satisfactory.

The Township additionally proposes to amend Section 4 so as to clarify that an employee who fails to provide a cogent medical explanation as may be required pursuant to this Section may have their use of sick leave denied and may also be subject to disciplinary action.

**Union Position:**

The Union asks the Fact-Finder to reject the Township’s proposed changes to Section 4. The Union also requests for the Fact-Finder to reject the proposal of the Township related to the medical explanation.

**Recommendation:**

The Fact-Finder has reviewed the parties’ proposals related to Sick Leave. The Fact-Finder recommends to amend the language in this section to eliminate all references to “days” as a measurement of the use of sick leave and instead use the word “occurrence,” “use” or “instance,” and to otherwise revise Section 4 to provide as follows:

A cogent medical explanation shall be presented by the employee to the Director of Public Works in the following instances:

- D. After using sick leave on three (3) or more consecutive workdays.
- E. After twelve (12) occurrences of sick leave in any year.
- F. After an employee takes sick leave in conjunction with other paid time off or scheduled time off more than two (2) times in a calendar year.

For the purposes of this Section, “sick leave” will be defined as any use of sick time regardless of amount or duration. A “cogent medical explanation” is one which comes from a competent medical practitioner, who demonstrates knowledge of the essential functions of the employee’s job, and who provides sufficient detail so that a reasonable lay person can understand the asserted based for the absence. A conclusory statement that the employee was unable to report to work due to illness will not be satisfactory.

The Fact-Finder recommends to amend Section 4 so as to clarify that an employee who fails to provide a cogent medical explanation as may be required pursuant to this Section may have their use of sick leave denied and may also be subject to disciplinary action.

**Article XIII**  
**Sick Leave – Section 5**

Township Position:

The Township proposes to amend this Section so as to clarify that an employee without earned sick leave accrual at the desired time to use sick leave may have their request for time denied and may be subject to disciplinary action if calls off sick with zero sick leave time available.

Union Position:

The Union proposes to change the last sentence to read: In addition, any challenge to discipline imposed by the Township for suspected sick leave abuse will impose the burden on the ~~employee~~ Township to show that the utilization was ~~proper~~ abusive.

**Recommendation:**

The Fact-Finder has reviewed the parties' proposals related to Section 5 of the Sick Leave Article and recommends to accept the Township's proposed amendment to the language.

**Article XIV**  
**Other Paid Leave – Section 2**

Township Position:

The Township rejects the proposed language of the Union related to funeral leave.

Union Position:

The Union proposes the following:

- Add grandchild to the class of employee's spouse, parent, child, grandchild, brother or sister.
- This class shall be entitled to a maximum of five (5) consecutive workdays with pay, which must include the date of the funeral instead of a maximum of three (3) days.
- Add niece or nephew to the class of grandparent, parent -in-law, son-or-daughter-in-law, brother-or-sister-in-law.
- This class shall be entitled to a maximum of three (3) scheduled workdays with pay which must include the date of the funeral instead of a maximum of one (1) scheduled workday.

**Recommendation:**

The recommendation of this Fact-Finder in this report as it relates to the funeral leave is to retain the current language as written.

**Article XIV**  
**Other Paid Leave – Section 5**

Township Position:

The Township proposes to reduce annual personal leave hours to twenty-four (24), and to eliminate the accrual of personal leave for probationary employees entirely. The Township also proposes to eliminate the language allowing personal time to be used in one-half (1/2) hour

increments and replace it with language permitting the use of personal time in no less than one-half (1/2) day to four (4) hour increments.

It is the additional proposal of the Township to amend Section 5 by including language to clarify the existing rule that no personal leave time may be carried over to subsequent calendar years.

**Union Position:**

The Union proposes to change the requirement of probationary employees receiving personal leave hours after each two (2) months worked, to after each month worked.

**Recommendation:**

The Fact-Finder has reviewed the parties' proposals related to Section 5 – Other Paid Leave and recommends no changes to be made to the current language.

**Article XIV  
Other Paid Leave – Sections 6 & 7**

**Township Position:**

The Township rejects the proposal of the Union to add Parental Leave into the current CBA.

**Union Position:**

The Union proposes to incorporate Sections 6 and 7, Parental Leave as written, Item 1. from the Memorandum of Understanding between the Township and the Union.

**Recommendation:**

The Fact-Finder recommends incorporating Parental Leave into the CBA from the Memorandum of Understanding dated August 29, 2022 for eligible employees for the life of this CBA.

**Article XV  
Wages – Section 1**

**Township Position:**

The Township proposes reasonable wages provided other demands of the Township are met to its satisfaction, to be no less than a wage freeze. The Township also proposes a five (5) year wage step schedule whereby an employee would reach the full hourly rate for their classification in their fifty (5<sup>th</sup>) year of service, as follows:

Year 1 (Probationary)	70% of base rate
Year 2	80% of base rate
Year 3	90% of base rate
Year 4	95% of base rate
Year 5	Base rate

The Township understands that reasonable wage adjustments are required. However, the Union's demands are unrealistic and excessive. The Township points out the Union ignores the overall benefits package available to the employees. Its demand would result in a 27.8% increase in base wage costs in year 1, and over an \$800,000 increase in this CBA over three years.

The Township also proposes to add the category of “Arborist” to the wage scale under this section. In the event the Township decides to create position of Arborist, the Township and Union will negotiate the wage rate which will be applicable to this classification.

**Union Position:**

**Section 1 B:**

The Union proposes for all bargaining unit employees hired prior to January 1, 2025 to receive \$6.00 hour base wage increase effective January 1, 2025.

Effective January 1, 2026, the employee shall receive a 6.0% increase to their base hourly wage and an additional 6.0% increase taking effect January 1, 2027.

The Union also proposes for the Fact-Finder to add this language:

Additionally, employees will receive wage increases equally proportionate to any increases in each employee’s annual health insurance cost.

C. The Union proposes the following base hourly rate for employees hired on or after January 1, 2025, shall be as follows, and no retroactivity shall be paid:

Full-time Employees	Effective 1/1/2025	Effective 1/1/2026	Effective 1/1/2027
Mechanic	\$29.23/hour	\$30.98/hour	\$32.84/hour
Road Crew	\$26.07/hour	\$27.63/hour	\$29.29/hour
Custodian	\$23.34/hour	\$24.74/hour	\$26.23/hour
Part-Time Public Works	\$21.95/hour	\$23.27/hour	\$24.66/hour

**Recommendation:**

The recommendation of this Fact-Finder as it relates to the wages is premised on a three (3) year CBA. These wage increases represents the following:

B. All bargaining unit employees hired prior to January 1, 2022 (Tier 1), will receive a 3.5% increase to their base hourly wage, effective January 1, 2025. Effective January 1, 2026, such employees shall receive a 3.0% increase to their base hourly wage and an additional 3.25% increase taking effect January 1, 2027.

(Tier 2- employees hired after 1/1/22)

Tier 2 employees		3.50%	3.00%	3.25%
	Effective 1/1/2024	Effective 1/1/2025	Effective 1/1/2026	Effective 1/1/2027
Mechanic	\$23.23	\$24.04	\$24.76	\$25.57
Road Crew	\$20.07	\$20.77	\$21.40	\$22.09
Custodian	\$17.34	\$17.95	\$18.49	\$19.09
Part-Time Public Works	\$15.95	\$16.51	\$17.00	\$17.56
Arborist	n/a	\$22.00	\$22.66	\$23.40

The Fact-Finder also recommends adding the following language:

During the term of this Agreement, and contingent upon the express agreement of both Parties to do so, the Parties may reopen this Agreement for the sole and limited purpose of negotiating reasonable changes to the base hourly rates set forth in this Article XV. Nothing in this Paragraph shall require either Party to agree to reopen the Agreement in the first instance, or if reopened, to agree to any such changes after negotiations have commenced. The Parties each reserve the sole and exclusive right to decline to reopen the Agreement or to unilaterally terminate reopener negotiations at any time if commenced.

The Fact-Finder accepts the Township's recommendation to create the position of "Arborist" to the wage scale, at the starting rate of \$22.00/hour, effective 1/1/25.

The Fact-Finder rejects the Union's proposal for employees to receive wage increases equally proportionate to any increase in each employee's annual health insurance cost.

## **Article XV**

### **Wages – Section 2**

#### **Township Position :**

The Township opposes the Union's proposal to this Section.

#### **Union Position:**

The Union proposes to insert a new "Section 2" into this Article and accordingly renumber the current "Section 2" as "Section 3" which provides for the following:

- A. Road Workers that operate either (1) the street sweeper; (2) a truck with a tanker; or (3) other equipment that requires a "tanker endorsement" and have a CDL with a tanker endorsement will receive an additional \$0.30/hour for the hours worked on said equipment.
- B. Road Workers that operate a truck with a trailer or other equipment that requires a Class A CDL and have a Class A CDL will receive an additional \$0.30/hour for the hours worked on said equipment.
- C. Road Workers that apply pesticides that have a Pennsylvania Category 10 Pesticide License will receive an additional \$0.30/hour for the hours worked applying said pesticide.

#### **Recommendation:**

The Fact-Finder rejects the Union's proposal.

**Article XV**  
**Wages – Section 3**

Township Position:

The Township suggests for the Fact-Finder to reject this proposal of the Union.

Union Position:

The Union proposes for the Fact-Finder to add the following Section 3:

Employees who currently hold the following certification for PA Pesticides 1. Parks and Schools and/or 2. Right-Of-Ways, CDL-A endorsement, tanker endorsement, PA Inspection (Mechanic) or LEED shall receive an additional dollar (\$1.00)/hour above their appropriate wage rate.

**Recommendation:**

It is this Fact-Finder's recommendation to reject this proposal as set forth by the Union.

**Article XVI**  
**Overtime – Section 1**

Township Position:

The Township adamantly rejects the Union's proposal related to the overtime calculation.

Union Position:

The Union proposes to change the last sentence to read "All paid time shall be considered "hours actually worked" for purposes of the overtime calculation.

**Recommendation:**

It is the Fact-Finder's recommendation to maintain the current language of the CBA which details how overtime is calculated.

**Article XVI**  
**Overtime – Sections 3 & 4**

Township Position:

The Township recommends for the Fact-Finder to reject the Union's proposal related to Overtime in Sections 3 & 4.

Union Position:

The Union proposes adding the following Sections:

Section 3 – All hours worked on Saturday will be paid at one and one-half times (1 ½) his/her regular hourly rate of pay and all hours worked on Sunday will be paid double time or two times (2) his/her regular hourly rate of pay.

Section 4 – Full-time employees working midnight to 7:00 AM during winter maintenance will be allowed to use compensatory time as previously administered by the Township.

**Recommendation:**

The Fact-Finder has reviewed this language proposed by the Union and rejects including such language in Sections 3 and 4 of the CBA.

**Article XVII  
Seniority – Section 2**

**Township Position:**

The Township agrees to the Fact-Finder making this grammatical change.

**Union Position:**

The Union proposes for the Fact-Finder to change the word “is” to “are” (grammatical change only.)

**Recommendation:**

The Fact-Finder approves this grammatical change to the language of the CBA.

**Article XVIII  
Discipline and Discharge**

**Township Position :**

The Township proposes to implement the attached “Employee Tiered Discipline and Documentation Policy” to be adopted and written into the Agreement pursuant to its terms (Appendix A).

**Union Position:**

The Union recommends for the Fact-Finder to reject adding the Township’s proposed “Employee Tiered Discipline and Documentation Policy” into the CBA.

**Recommendation:**

The Fact-Finder rejects adding this policy into the CBA.

**Article XVIII  
Discipline and Discharge**

**Township Position:**

The Township suggests for the Fact-Finder to reject the Union’s request to remove oral and written reprimands from the CBA after twelve (12) months from the date of issuance.

It is also the recommendation of the Township that “coaching moments” are not to be considered to be discipline.

**Union Position:**

The Union recommends for the Fact-Finder to add the following C. and D. to Section 1:

C. All oral and written reprimands shall not remain in an employee’s personnel file for more than twelve (12) months from the date of issuance.

- D. Coaching moments are not discipline and shall not be documented in written form in any employee's personnel file.

**Recommendation:**

The Fact-Finder recommends not adding the Union's proposed language to Section C.

It is this Fact-Finder's recommendation to add Section C and read:

- C. It is recognized that documented coaching/counseling is not discipline and is not therefore subject to the grievance procedure.

**Article XVIII  
Discipline and Discharge – Section 3**

**Township Position:**

The Township proposes to add Section 3 to this Article which will eliminate any right to arbitration for discipline less than suspension.

**Union Position:**

The Union rejects the Township's proposal to add Section 3.

**Recommendation:**

The recommendation of this Fact-Finder is to reject the Township's proposal to Section 3.

**Article XX  
Settlement of Disputes**

**Township Position:**

The Township proposes to revise Article XX to clarify that the Township shall have no greater obligation to provide information to the Union in connection with a grievance than required under applicable law.

**Union Position:**

The Union accepts the Township's position related to information requests.

**Recommendation:**

The Fact-Finder recommends to accept the Township's position on this Article related to providing information.

**Article XX  
Settlement of Disputes – Section 3**

**Township Position:**

The Township proposes to revise the grievance procedure to eliminate the appeal to the Board of Supervisors or Board designee. Following the Township Manager, the next step shall be grievance arbitration.

Union Position:

The Union does not object to the Township's proposal.

**Recommendation:**

The recommendation of this Fact-Finder is to accept the Township's position on this Section.

**Article XX  
Settlement of Disputes – Section 4**

Township Position:

The Township proposes to revise the cost-sharing provision to provide that in the event the arbitrator should determine a grievance to have been inarbitrable, the costs for the arbitrator's services shall be borne solely by the Party which appealed the grievance to arbitration.

Union Position:

The Union rejects the Township's proposal.

**Recommendation:**

The recommendation of this Fact-Finder is to reject the Township's proposal on this issue.

**Article XXII  
Uniforms and Allowances – Section 2**

Township Position:

The Township proposes to replace Section 2 as follows:

Section 2: The Township will provide an allowance of up to five hundred dollars (\$500) per year to each employee for the purchase of clothing and/or Personal Protective Equipment including protective toe boots and cold weather gear specifically approved by the Township authorized personnel confirming to the Township's Uniform Policy. Any clothing or equipment purchased using this allowance must be purchased from one of the Township's preapproved vendors.

Union Position:

The Union accepts the Township's proposed language in Section 2.

**Recommendation:**

The recommendation of this Fact-Finder is to accept the language proposed by the Township.

**Article XXIII  
Health and Welfare – Section 4**

Township Position:

The Township contends the employees of the bargaining unit contribute to the maintenance of their health insurance package at a reasonable level, despite contributing at a rate below some comparators and below contribution rates in the private sector. The Township is not seeking an increase in contribution levels; however, the Township is seeking to cap health insurance opt-out payments, which are currently unrestricted and calculated at the amount of twenty percent (20%) of the premium that would have been paid by the Township at the employee's coverage level.

This is administratively burdensome and excessive, and a fixed dollar amount should be implemented.

Union Position:

The Union rejects the Township's proposal to this Section.

**Recommendation:**

The recommendation of this Fact-Finder at the current time is not to cap the opt out payment on the health insurance.

**Article XXXI  
Termination**

Township Position:

The proposed term of the Agreement is three years, effective January 1, 2025, with an expiration date of December 31, 2027.

Union Position:

The Union proposes the term of the CBA to be from January 1, 2025 through December 31, 2027.

**Recommendation:**

The Fact-Finder recommends for the CBA to be for a three (3) year term, which is from January 1, 2025 through December 31, 2027.

**TENTATIVE AGREEMENTS**

At the Fact-Finding hearing the parties revealed they had reached tentative agreements concerning several issues discussed during negotiations. It is recommended for the tentative agreements to be incorporated into this report as set forth herein and made part of the CBA.

## CONCLUSION

In conclusion, the parties are directed to review the Fact-Finding report and within ten (10) calendar days from the date of the issuance of this report to inform the Pennsylvania Labor Relations Board and each other if they accept or reject this report.

The confidentiality of the report should be maintained during the ten-consideration period and until officially released for publication by the Board in the event of rejection.

The Fact-Finder submits the Findings and Recommendations as set forth herein.



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Michelle Miller-Kotula  
Fact-Finder  
Washington, Pennsylvania

Issued: April 28, 2025