

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

In the Matter of Fact-Finding	(Fact-Finding Report
	(and Recommendations
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Between	(Case# PERA-F-25-117-E
	(
Northumberland County	(Date Filed: June 4, 2025
	(Date of Appointment: June 17, 2025
And	(Date of Hearing: July 21, 2025
	(
AFSCME DC 86, Local #2016	(Date of Report: July 28, 2025

Barbara Lichtman
Fact-Finder

For Northumberland County:	Benjamin Pratt, Esq. 280 Granite Run Drive, Suite 300 Lancaster, PA 17601 717.399.2252 Internal: 1059 bpratt@saxtonstump.com
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For AFSCME DC 86, Local #2016	J. Adam Maguire Staff Representative, Eastern Region AFSCME District Council 13 250 Commerce Park Drive New Columbia, PA 17856 800-523-7263 amaguire@afscme13.org
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Other Attendees

For Northumberland County

For AFSCME DC 86, Local #2016

Jennifer Long, HR Director

Tyler Golazeski, Property Records Registrar
Tina West, Telecom Shift Lead
Pamela Bollinger, Weatherization (attended July 7 session with Union)

BACKGROUND

By letter dated June 17, 2025, the Pennsylvania Labor Relations Board (PLRB), pursuant to Section 802 of the Public Employee Relations Act (PERA), Act 195 of 1970, (Act), appointed the undersigned as Fact-Finder in the impasse between Northumberland County, (hereafter referred to as the “County”) and AFSCME, DC 86,7 Local #1216 (hereafter referred to as the “Union”). During the month of June 2025, the bargaining unit was comprised of approximately 34 employees working as 911 Telecommunicators, Maintenance Employees, Weatherization and Account Clerks in the Assessment Office. The parties to this Fact-Finding have had an ongoing bargaining relationship for decades and are parties to a collective bargaining agreement (hereafter referred to as the “CBA”) which was effective from January 1, 2022 through December 31, 2024. The parties have bargained at numerous sessions, in an attempt to negotiate a successor CBA. Being unsuccessful in reaching a ratifiable settlement, a request for Fact Finding was filed on June 4, 2025. This Fact Finder was appointed on June 17, 2025. A Fact-Finding Hearing was held on Monday, July 21, 2025 at 10 am at the Northumberland County Commissioners Hearing Room in Sunbury, PA.

There are approximately 475 County Employees in Northumberland County. There are nine (9) distinct bargaining units, with nine (9) collective bargaining agreements. In addition, there are represented supervisors.

This Fact Finder developed the following Report and Recommendations by taking into account voluminous information received both verbally and through documents presented by both the County and Union at the hearing, including, but not limited to, current collective bargaining agreements of this unit and other units within the County, some of which were recently negotiated and financial information, including health care costs over the last several years.

There were Executive Sessions held prior to the hearing jointly with both parties on July 1, 2025 and subsequently with the County on July 2, 2025 and the Union on July 7, 2025. In addition, a joint Executive Session was held immediately following the hearing on July 21, 2025.

As directed by the PLRB regulation and statute, the Recommendations included in this report comprise proposals for settlement upon which both the Union and the County are required to act. The Union and the County are required within ten (10) days to notify the PLRB of their decision to “accept” or “reject” the Recommendations. Accepting the report does not constitute agreement with, nor endorsement of the rationale. It represents only an agreement to resolve the issues by adopting the Recommendations. If the Recommendations are not accepted by one or both of the parties, the report will be released to the public. Failing to respond within the designated time period shall be considered a “reject” of the Recommendations.

ISSUES

The issues in dispute were filed by the parties to the Fact-Finder, in writing, in accordance with the order of the PLRB. The issues identified by the parties are:

**ARTICLE IX – OVERTIME
ARTICLE X – ON-CALL AND CALL-IN PAY
ARTICLE XII – HOLIDAYS
ARTICLE XIII – VACATIONS
ARTICLE XV – WAGES
ARTICLE XVI – SICK LEAVE
ARTICLE XVIII – HOSPITAL AND MEDICAL INSURANCE
ARTICLE XXIII – BEREAVEMENT LEAVE
ARTICLE XXVI – LEAVES OF ABSENCE
TERM OF AGREEMENT**

In addition, at the Fact-Finding Hearing on July 21, 2025, the Union presented the following issues to be considered:

**NEW ARTICLE – TELECOMMONICATER SHIFT BID
5-YEAR MILESTONE INCREASES**

DISCUSSION AND RECOMMENDATIONS

ARTICLE IX – OVERTIME

The current pertinent language under the existing collective bargaining agreement is:

Section 1: The Employer shall pay one and one-half (1 ½) the employee’s regular hourly rate of pay exclusive of any premium or differential pay for work under the following conditions:

- A. With the exception of employees assigned to the Department of Public Safety, for all in excess of eight (8) hours in any day:**
- B. For all work in excess of forty (40) hours in any week:**
- C. Work performed on holidays which are normally the employee’s scheduled day off.**
- D. All paid Holiday, Vacation and Personal Leave shall be regarded as hours worked for the purpose of computing overtime pay.**

The County position is:

Section 1 – Remove A, B, C and D and replace with the following:

“Per county policy related to Overtime and the Fair Labor Standards Act.”

The Union position is:

The Union rejects these proposals for they are considered concessionary. Retain current language.

Fact Finder Recommendation:

The County focused on standardizing overtime amongst all its employees and has achieved this change in other collective bargaining agreements recently negotiated. A significant

number of employees covered by this agreement are excluded under 1(A) and receive overtime as required under the FLSA. Although the Union's position regarding the balance of the bargaining unit, is in fact concessionary as proposed by the County, this fact finder took into account the Union's priority of achieving a significant wage increase. By recommending to agree with the County's position on this Article, it creates a means of transferring costs which could occur to individuals under this provision to wages, which are guaranteed to all. Accordingly, I recommend the following language to replace the current language under Section 1:

"Section 1: The Employer shall pay one and one-half (1 ½) the employee's regular hourly rate of pay exclusive of any premium or differential pay per County policy related to Overtime and the Fair Labor Standards Act."

ARTICLE X – ON-CALL AND CALL-IN PAY

The current pertinent language under the existing collective bargaining agreement is:

Section 1: Employees called in to work after completion of their regular scheduled eight (8) hours shift and having left the County's premises shall be paid at one and one-half (1 ½) times their hourly rate. This section does not apply to employees called in advance of their scheduled shift who continue to work their scheduled shift.

The County position is:

Section 1 – remove: "at one and one-half (1 ½) times their hourly rate."

The Union position is:

The Union rejects these proposals for they are considered concessionary. Retain current language.

Fact Finder Recommendation:

At this time I do not recommend any change. Retain current contract language.

ARTICLE XII – HOLIDAYS

The current pertinent language under the existing collective bargaining agreement is:

Section 3: An "eligible" employee shall have:

B. Worked the full workday immediately preceding such holiday and the full workday immediately following such holiday unless his absence or either of such days has been with permission of the Employer.

C. Performed work for the Employer during the week in which the above-named holidays fall, unless he was absent on vacation. Employees are not eligible for holiday pay while on Family Medical Leave Act.

Section 5: Employees covered herein shall be entitled to one (1) personal day per year. Scheduling of said personal day shall be by mutual agreement of the parties; however, such scheduling shall not interfere with the operations of the County. In the event an employee is unable to use said personal day, he/she may carry over the unused day into the next year for a maximum of two (2) personal days in one year.

The County position is:

Section 3(B) – remove the following: “unless his absence on either of such days has been with permission of the Employer.”

Section 3 (C) – add at the end “unless employee is in a compensable FMLA Leave prior to and after the holiday.”

Section 5 – Modify last sentence to read as follows: In the event an employee is unable to use their personal day(s), he/she may carry over the unused day(s) into the next year.

The Union position is:

The Union rejects these proposals for they are considered concessionary. Retain current language.

Fact Finder Recommendation:

Section 3(B) – The language shall be changed as follows:

B. Worked the employee’s full scheduled workday immediately preceding such holiday and the employee’s full scheduled workday immediately following such holiday.

Section 3(C) – I find the County proposal to be beneficial to the bargaining unit. The language shall read:

C. Performed work for the Employer during the week in which the above-named holidays fall, unless he was absent on vacation. Employees are not eligible for holiday pay while on Family Medical Leave Act unless employee is in a compensable FMLA Leave prior to and after the holiday.

Section 5 – I found the County’s position in Section 5 to be an enhanced benefit to the bargaining unit. Taking into account the Union’s concern for clarity I slightly edited the County’s proposal. Section 5 should read as follows:

Section 5: Employees covered herein shall be entitled to one (1) personal day per year. Scheduling of said personal day shall be by mutual agreement of the parties; however, such scheduling shall not interfere with the operations of the County. In the event an employee is unable to use their personal day(s), he/she shall be entitled to carry over the unused day(s) into the next year.

ARTICLE XIII – VACATIONS

The current pertinent language under the existing collective bargaining agreement is:

Section 2: Employees shall earn vacation credits as of their date of hire. Vacation shall be earned according to the following schedule:

<u>Length of Continuous Employment</u>	<u>Vacation Earned Per Year</u>	<u>Vacation Earned Per Month</u>
Completion of 1 year to 4 years	Ten (10) Days	5/6 Day
Completion of 5 years to 14 years	Fifteen (15) Days	1 ¼ Days
Completion of 15 years to 19 years	Twenty (20) Days	1 2/3 Days
Completion of 20 years to 24 years	Twenty Five (25) Days	2 ½ Days
Completion of 25 years	Thirty (30) Days	2 2/5 Days

If an employee does not remain employed beyond his probationary period, he shall be entitled to no vacation time; provided, however, that once he has passed his probationary period, he shall receive vacation credit from the date of original hire.

Section 7 – If a holiday or holidays fall during an employee’s vacation, that employee shall receive holiday pay for the holiday or holidays in addition to his vacation pay, provided he has worked the full scheduled day prior to and following the vacation, unless his absence on either of such days has been with the permission of the employer.

The County position is:

Section 2 – Remove current chart and replace with the following:

Each January 1, Employees will be entitled to their vacation with pay as follows:

<u>Length of Continuous Employment</u>	<u>Vacation Earned per Year</u>	<u>Vacation Earned per Month</u>
Start of Employment thru Completion of Year 3	Ten (10) Days	5/6 of a Day
Start of Year 4 thru Completion of Year 10	Fifteen (15) Days	1 1/4 Days

Start of Year 11 thru Completion of Year 17	Twenty (20) Days	1 2/3 Days
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Start of Year 18 thru Completion of Employment	Twenty-Five (25) Days	2.08 Days
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NOTE: Bargaining Unit members who have 25 years of service or more as of December 31, 2024, or who achieve 25 years of service during the term of this agreement, shall earn thirty (30) days of vacation each year. This provision expires on December 31, 2027 and no other bargaining unit members shall be eligible for more than 25 days of vacation after that date.

Section 7 – remove the language “in addition” and replace with “in lieu”.

The Union position is:

Although the Union acknowledges there is an enhanced benefit to some bargaining unit employees by increasing the eligibility to move within the vacation schedule, the Union rejects these proposals for they are considered concessionary by removing the ability for employees to reach the Thirty (30) Day vacation level beyond this contract renewal. Retain current language.

Fact Finder Recommendation:

Based on the documentation of other CBA’s where this language was changed and the fact that it will benefit the vast majority of incumbent and future employees, the recommendation is to change the vacation as proposed by the County. In addition, this Fact Finder took into account the County’s interest in maintaining uniformity for administrative purposes and the Union’s interest in focusing on wages.

Section 2 – Remove current chart and replace with the following:

Each January 1, Employees will be entitled to their vacation with pay as follows:

<u>Length of Continuous Employment</u>	<u>Vacation Earned per Year</u>	<u>Vacation Earned per Month</u>
Start of Employment thru Completion of Year 3	Ten (10) Days	5/6 of a Day
Start of Year 4 thru Completion of Year 10	Fifteen (15) Days	1 1/4 Days
Start of Year 11 thru Completion of Year 17	Twenty (20) Days	1 2/3 Days
Start of Year 18 thru Completion of Employment	Twenty-Five (25) Days	2.08 Days

NOTE: Bargaining Unit members who have 25 years of service or more as of December 31, 2024, or who achieve 25 years of service during the term of this agreement, shall earn thirty (30) days of vacation each year. This provision expires on December 31, 2027 and no other bargaining unit members shall be eligible for more than 25 days of vacation after that date.

Section 7 – remove the language “in addition” and replace with “in lieu”.

Employees will not lose a vacation day by this change. It was clarified at the hearing that a vacation carry over provision exists under the CBA.

ARTICLE XV – WAGES

The current pertinent language under the existing collective bargaining agreement is:

Section 1: For contract years 2022, 2023 and 2024 bargaining unit employees will be paid in accordance with the rates set forth in Exhibit “C”.

NOTE: The Exhibit did not include any job rates. It includes the wage increases during the life of the 2022-2024 CBA

Section 2: Each permanent employee in the bargaining unit shall be an hourly employee. The County will agree that, as soon as payroll software permits, unused balances for sick leave and vacation leave will appear on the pay stub. Employees who elect not to use direct deposit will have their paychecks sent to them via first class US Mail.

The County position is:

Section 1 – Wage Increases:

2025 - \$1.00 for employees employed as of 12/31/24 and still employed as of the date of ratification

2026 - \$.75

2027 - \$.75

New starting wage rate: (employees hired and working prior to 1/1/25 shall receive either the starting rate listed below, or the wage increase stated above, whichever is greater for them as an hourly rate. No employee shall be eligible for receiving both increases.)

Weatherization	2025	2026	2027
Laborer III/Installer	\$16.56	\$17.06	\$17.56
Laborer IV/Crew Chief	\$18.00	\$18.50	\$19.00
Intake Specialist	\$18.00	\$18.50	\$19.00
Auditor	\$19.00	\$19.50	\$20.00
Wx Coordinator	\$22.00	\$22.50	\$23.00
QC Inspector	\$20.00	\$20.50	\$21.00
Maintenance (combine all three into one Maintenance Classification)	\$16.00	\$16.50	\$17.00

911 Telecommunicator

Trainee	\$16.50	\$17.00	\$17.50
Tele 2	\$18.75	\$19.25	\$20.00
Tele 3	\$19.00	\$19.50	\$20.00
Lead	\$21.00	\$21.50	\$22.00

Account Clerks/Assessment Office starting wage rates:

2025- \$16.00 (employees hired prior to January 1, 2025, and making less than \$16.00 shall receive either an increase to the new starting rate or the wage increase as stated above whichever is greater. They will not be eligible for receiving both increases.

2026- \$16.50 (employees hired prior to January 1, 2026, and making less than \$16.50 shall receive either an increase to the new starting rate or the wage increase as stated above whichever is greater. They will not be eligible for receiving both increases.

2027- \$16.50 (employees hired prior to January 1, 2026, and making less than \$16.50 shall receive either an increase to the new starting rate or the wage increase as stated above whichever is greater. They will not be eligible for receiving both increases.

Section 2 – Remove the last sentence.

The Union position is:

The Union is seeking a two (2) year agreement as follows:

Section 1 – Wage Increases:

2025 - \$2.00 for employees employed as of 12/31/24 and still employed as of the date of ratification, retroactive to January 1, 2025

2026 - \$2.00, effective January 1, 2026

New starting wage rate: (employees hired and working prior to 1/1/25 shall receive either the starting rate listed below, or the wage increase stated above, whichever is greater for them as an hourly rate. No employee shall be eligible for receiving both increases.)

Weatherization	1/1/2025	1/1/2026
Laborer III/Installer	\$18.56	\$20.06
Laborer IV/Crew Chief	\$20.00	\$22.00
Intake Specialist	\$20.00	\$23.00
Auditor	\$21.00	\$19.50
Wx Coordinator	\$24.00	\$26.00
QC Inspector	\$2200	\$24.00

Maintenance (combine all three into one Maintenance Classification)

\$18.00	\$20.00
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911 Telecommunicator

Trainee	\$18.50	\$20.50
Tele 2	\$20.75	\$22.75

Tele 3	\$21.00	\$23.00
Lead	\$23.00	\$25.00

Account Clerks/Assessment Office starting wage rates:

2025- \$18.00 (employees hired prior to January 1, 2025, and making less than \$16.00 shall receive either an increase to the new starting rate or the wage increase as stated above whichever is greater. They will not be eligible for receiving both increases.

2026- \$20.00 (employees hired prior to January 1, 2026, and making less than \$16.50 shall receive either an increase to the new starting rate or the wage increase as stated above whichever is greater. They will not be eligible for receiving both increases.

Section 2 – The Union acknowledged that all bargaining unit employees are signed up for Direct Deposit.

Fact Finder Recommendation:

This Fact Finder took into account the Union’s priority to focus on wage increases for the entire bargaining unit and the Employers interest to consistently apply policies throughout the County. Many of the language changes, which, according to the Union are concessionary, though acknowledging in some instances the County proposals do include enhanced benefits, have been recommended in this report in order to maximize the wage recommendation. It is also noted that this recommendation is not out of line with other recent wage increases received by bargaining units which agreed to similar language changes. In order to maximize annual increases, retroactivity is limited to June 1, 2025.

With minor exception, **noted in red**, the recommendation is to accept the County’s Start Rates.

Section 1: – Wage Increases:

\$2.00 for employees employed as of 12/31/24 and still employed as of the date of ratification, retroactive to June 1, 2025

\$1.50 Effective January 1, 2026

\$1.25 Effective January 1, 2027

New starting wage rate: (employees hired and working prior to 1/1/25 shall receive either the starting rate listed below, or the wage increase stated above, whichever is greater for them as an hourly rate. No employee shall be eligible for receiving both increases.)

Weatherization	6/1/25	1/1/26	1/1/27
Laborer III/Installer	\$16.56	\$17.06	\$17.56
Laborer IV/Crew Chief	\$18.00	\$18.50	\$19.00
Intake Specialist	\$18.00	\$18.50	\$19.00
Auditor	\$19.00	\$19.50	\$20.00
Wx Coordinator	\$22.00	\$22.50	\$23.00
QC Inspector	\$20.00	\$20.50	\$21.00

Maintenance (combine all three into one Maintenance Classification)			
	\$16.00	\$16.50	\$17.00

911 Telecommunicator

Trainee	\$16.50	\$17.00	\$17.50
Tele 2	\$18.75	\$19.25	\$19.75
Tele 3	\$19.00	\$19.50	\$20.00
Lead	\$21.00	\$21.50	\$22.00

Account Clerks/Assessment Office starting wage rates:

6/1/2025- \$16.00 (employees hired prior to January 1, 2025, and making less than \$16.00 shall receive either an increase to the new starting rate or the wage increase as stated above whichever is greater. They will not be eligible for receiving both increases.

1/1/2026- \$16.50 (employees hired prior to January 1, 2026, and making less than \$16.50 shall receive either an increase to the new starting rate or the wage increase as stated above whichever is greater. They will not be eligible for receiving both increases.

1/1/2027- **\$17.00** (employees hired prior to January 1, 2027, and making less than **\$17.00** shall receive either an increase to the new starting rate or the wage increase as stated above whichever is greater. They will not be eligible for receiving both increases.

Section 2: The last sentence concerning Direct Deposit shall be removed. According to the parties at the Fact-Finding Hearing, all employees are now signed up for Direct Deposit. The parties agree.

ARTICLE XVI – SICK LEAVE

The current pertinent language under the existing collective bargaining agreement is:

Section 1: Each permanent full-time employee is entitled to sick leave with full pay on the basis of one and one-fourth (1 ¼) days for each full calendar month of service wherein the employee is on payroll status ten (10) days of the scheduled work days in said month.

Section 6: Sick leave may be used to prevent loss of pay when absent for personal illness or injury of the employee only. However, where sickness in the immediate family requires the employee's absence from work, employees may use not more than five (5) days of such sick leave entitlement in each calendar year for that purpose. Immediate family is defined as the following: spouse, child, parent, stepchild, or stepparent of the employee. The County may require proof of such family sickness.

Section 8: If an employee uses 3 days or less in a calendar year, he/she will receive 3 days pay at the end of the year.

The County position is:

Section 1 – Add the following: Employees are allowed to use sick leave to care for a member of their immediate family as defined in Article XXII.

Section 6 – Remove from contract.

Section 8 – Remove from contract.

The Union position is:

The Union rejects these proposals for they are considered concessionary. Retain current language.

With some clarification the Union accepts the concept of the Sections 1 and 2 proposals.

Fact Finder Recommendation:

Add the County proposal to enhance Section 1 to read as follows:

Section 1: Each permanent full-time employee is entitled to sick leave with full pay on the basis of one and one-fourth (1 ¼) days for each full calendar month of service wherein the employee is on payroll status ten (10) days of the scheduled work days in said month. Employees are allowed to use sick leave to care for a member of their immediate family as defined in Article XXII.

Section 6 – Remove as proposed by the County. (The addition to Section 1 contradicts current Section 6.)

Section 8 - This Section shall be removed. Both the Union and County acknowledged that this provision has not been used during the life of this agreement.

ARTICLE XVIII – HOSPITAL AND MEDICAL INSURANCE

The current pertinent language under the existing collective bargaining agreement is:

Section 9: During the term of this Agreement employees shall pay toward their elected coverage costs as follows:

Beginning in January of 2013 employees shall pay 10% toward their elected coverages. Effective July 1, 2020 Employees will pay the first Two Hundred Fifty Dollars (\$250.00) for single coverage and the first Five Hundred Dollars (\$500.00) for other than single coverage under the deductible before the County will pay under the plan.

The County position is:

Section 9 – Change 10% to 15% for premium share. This change shall begin on January 1, 2026.

Change deductible from \$250/\$500 to \$500/\$1000 starting 1/1/2026.

The Union position is:

The Union proposes to maintain the current contribution and deductible during the life of this agreement.

Fact Finder Recommendation:

Discussion

According to testimony from the County and the Union, including the inclusion of various CBA's between the County and other bargaining units, the premium share ranges between ten percent (10%) and fifteen percent (15%). The current premium share of this bargaining unit of ten percent (10%) has existed unchanged since 2013. Neither the County nor the Union have control over the increased costs of health care and the rates have increased significantly for both since 2013 including during the life of this expired agreement. The County clarified that the most recent original quoted premium increase of thirty-four (34%) percent was reduced through negotiations with the carrier to thirteen percent (13%). The Union raised the concern that the negotiated wage increases come into one pocket and leave the other to pay for the health care increases.

The calculation of the single bi-weekly premium rates paid by bargaining unit employees during the life of this agreement compared with the wage increases are as follows:

2022	\$37.20
2023	\$39.99 (\$2.79 increase)
2024	\$49.59 (\$10.40 increase)

TOTAL PREMIUM INCREASE: \$13.19 by weekly.

The wage increases in 2023 and 2024 were \$.40 and \$.50 respectively, totaling \$.90/hour. Employees working 40 hours/week, or 80 hours bi-weekly, received a bi-weekly increase of

2023	- \$32.00 (paying \$2.79 additional towards health care)
2024	- \$40.00 (paying an increase of \$10.40)

Total - \$72.00 with \$13.19 going towards additional health care premiums

Fact Finder Recommendation:

All employees covered by this Agreement shall continue to pay ten percent (10%) share of the premium through December 31, 2026. Effective January 1, 2027 change ten percent (10%) to twelve percent (12%).

The deductible shall increase to \$500/\$1000 effective 1/1/2027.

ARTICLE XXIII – BEREAVEMENT LEAVE

The current pertinent language under the existing collective bargaining agreement is:

Section 1: In the event of death of an employee's (step-)father, (step-)mother, spouse, mother-in-law, father-in-law, domestic partner, (step) child, brother, sister or grandchildren, the County will allow the employee time off and will pay his/her normally scheduled hours up to eight (8) hours pay at the base hourly rate for each of the employee's scheduled work days which fall within the five (5) days following the date of death. The employee, immediately upon returning to work shall upon request, present to the County a certificate from the Funeral director or some form of evidence of his/her attendance at the funeral. For purposes of funeral leave, to qualify for domestic partner status the person must be (1) at least 21 years of age, (2) unmarried, and (3) must maintain a common and exclusive domicile with the employee for a minimum period of one (1) full year immediately preceding the date of death. The County reserves the authority to require proof of the relationship via tax returns, post office records, public records, or other information that will establish proof of common and exclusive domicile.

Section 2: In the event of death of an employee's grandparents, brother-in-law, sister-in-law, stepbrother, stepsister, 1st uncle, 1st aunt, niece or nephew, the employee will be allowed his/her normally scheduled hours up to eight (8) hours at the base rate to attend the funeral, provided said funeral is held on a day when the employee is scheduled to work.

The County position is:

Section 1 – Remove and replace with the following:

When a death occurs in the immediate family, an employee upon request will be excused a maximum of five (5) consecutive scheduled working days which shall include the date of the funeral. The day after the funeral terminates bereavement leave. Immediate family is defined as parent, stepparent, spouse domestic partner, child, stepchild, sibling, step/half sibling, grandchild, step grandchild, parent-in-law and grandparent. No employee will be excused with pay for death in family when funeral occurs during the employee's vacation, sick leave or personal leave.

Section 2 – Remove and replace with the following:

In the event of a death of a great grandparent, great aunt, great uncle, son-in-law, daughter-in-law, grandparent in-law, aunt, uncle, niece, nephew, 1st cousin, brother-in-law, step brother-in-law, sister-in-law, step sister-in-law, an employee, upon request, will be given two (2) days off.

The Union position is:

Although the Union acknowledges that this proposal expands the list of family members, the Employer imposes additional restrictions on utilizing the benefit by removing some of the current contractual language. Union rejects these proposals for they are considered concessionary. Retain current language.

Fact Finder Recommendation:

Section 1 - The list of family members as per the County proposal shall replace the current contractual language to enhance the lists of family members. All other language shall remain as follows:

Section 1: In the event of death of an employee's parent, stepparent, spouse domestic partner, child, stepchild, sibling, step/half sibling, grandchild, step grandchild, parent-in-law and grandparent the County will allow the employee time off and will pay his/her normally scheduled hours up to eight (8) hours pay at the base hourly rate for each of the employee's scheduled work days which fall within the five (5) days following the date of death. The employee, immediately upon returning to work shall upon request, present to the County a certificate from the Funeral director or some form of evidence of his/her attendance at the funeral. For purposes of funeral leave, to qualify for domestic partner status the person must be (1) at least 21 years of age, (2) unmarried, and (3) must maintain a common and exclusive domicile with the employee for a minimum period of one(1) full year immediately preceding the date of death. The County reserves the authority to require proof of the relationship via tax returns, post office records, public records, or other information that will establish proof of common and exclusive domicile.

Section 2 shall be replaced with the County's proposal to enhance the benefit under this section.

Section 2: In the event of a death of a great grandparent, great aunt, great uncle, son-in-law, daughter-in-law, grandparent in-law, aunt, uncle, niece, nephew, 1st cousin, brother-in-law, step brother-in-law, sister-in-law, step sister-in-law, an employee, upon request, will be given two (2) days off.

ARTICLE XXVI – LEAVES OF ABSENCE

The current pertinent language under the existing collective bargaining agreement is:

Section 1: Medical Leave and Family Medical Act of 1993 (Available after one (1) year of service)

- 1. Family Medical Leave. Based upon the Federal Family Medical Leave Act, an eligible employee is entitled to a total of twelve (12) work weeks of family unpaid leave during any twelve (12) month period for one or more of the following reasons:**
 - a. The birth of his son or daughter and in order to care for this son or daughter within the first twelve (12) months of life.**
 - b. Placement of a son or daughter with him for adoption or foster care, within the first twelve (12) months of placement.**
 - c. In order to care for his spouse, son, daughter or parent, if this person has a serious health condition.**
 - d. His own serious health condition that makes him unable to perform the functions of his position.**
- 2. The twelve (12) month period shall be measured forward from the date of an employee's first day of leave. He may elect or the County may require that he**

substitute paid leave time (accrued sick, vacation, personal or (other, if applicable) leave) for any part of the twelve (12) week period. The County is not responsible for payment to the employee for any time within the twelve (12) week Family Medical Leave period that is beyond the employee's accrued paid leave.

The County position is:

Section 1 - Remove and replace with the following: The parties agree to follow Family Medical Leave Act, as amended.

The Union position is:

Section 1 – Replace 1st sentence with “The Parties agree to follow the Family Medical Leave Act, as amended.”

Retain the balance of the current language.

Fact Finder Recommendation:

Since FMLA, or any law, can be amended, by referring to it as such clarifies that the parties agree to follow current law, which in concept is agreed to by both the Union and the County. The bargaining unit shall be made aware of where the current FMLA policy can be accessed and the language in the agreement shall be amended to read:

Section 1 shall be replaced with the following:

“Section 1: The Parties agree to follow the Family Medical Leave Act, as amended.”

TERM OF AGREEMENT

The County position is: Three (3) years

The Union position is: Two (2) years

Fact Finder Recommendation:

Three (3) year agreement effective January 1, 2025 to and including December 31, 2027

Retain current language and replace:

January 1, 2022 with January 1, 2025

December 31, 2024 with December 31, 2027

June 30, 2024 with June 30, 2027

December 31, 2024 again with December 31, 2027

NEW ARTICLE – TELECOMMUNICATOR SHIFT BID

Union Position:

The Employer will conduct a shift bid every six (6) months. Shift selection will be awarded by seniority.

County Position:

The Employer rejects this proposal and reserves rights under Management Rights.

Fact Finder Recommendation:

Add contract language – to be determined by the County and the Union where to place in the CBA:

“The Employer will conduct a Telecommunicator shift bid every twelve (12) months. Shift selection will be awarded by seniority.

The County and the Union shall meet no later than January 1, 2026 to discuss process and impact to include, but not limited to, bidding procedure and notification of and start of shift changes as a result of the annual bid.”

NEW PROVISION – 5 YEAR MILESTONE INCREASES

Union Position:

Employees who reach a five (5) year period of service or more during this agreement will be compensated an additional \$.50 to their hourly rate of pay.

County Position:

Reject

Fact Finder Recommendation:

It was made very clear at the Fact-Finding Hearing that the Union’s priority was to significantly increase the wages of all bargaining unit members. Accordingly, the economic recommendations in this report focused on wages for all incumbent bargaining unit employees.

Reject this proposal for this renewal contract term.

TENTATIVE AGREEMENTS

Although there was no discussion at the hearing regarding tentative agreements, the recommendation is if there were tentative agreements that did not conflict with recommended contract language in this report, they should also be included in the renewal 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-day 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.

These Findings and Recommendations are submitted by this Fact-Finder as set forth herein on this 28th day of July, 2025.

Barbara Lichtman
Fact- Finder
Dresher, Pennsylvania