

**Commonwealth of Pennsylvania
Pennsylvania Labor Relations Board**

**CRANBERRY TOWNSHIP & UTILITY WORKERS UNION OF AMERICA, AFL-CIO,
LOCAL 540**

July 1, 2025

IN THE MATTER OF:

EMPLOYER ADDRESS:

David E. Mitchell, Esquire
Campbell Durrant PC
535 Smithfield Street suite 700
Pittsburgh, PA 15222

UNION ADDRESS:

Amanda B Bundick, Esquire
Eberle & Bundick
PO Box 697
Valencia, PA 16059

ALSO IN ATTENDANCE-

Amie Cortney

Derek Oswald
Joe Reich

CASE NO. PERA-F-25-119-W

**Dr. Thomas Cypher
Fact-Finder**

BACKGROUND

On June 17, 2025 the Pennsylvania Labor Relations Board (PLRB), pursuant to the Public Employee Relations Act (PERA) appointed the undersigned as Fact-Finder involving the impasse in negotiations between Cranberry Township (Butler Co.) and Utility Workers Union of America, Local NO. 540. The union represents nineteen employees who work for the township.

The parties are governed by a Collective Bargaining Agreement which expired on December 31, 2024. The parties met several times for the purpose of negotiating a successor Agreement but were unable to reach agreement on certain issues during the course of negotiations. As a result, a Request for a Fact-Finder was initiated on June 04, 2025,

The issues:

1. Wages
2. Healthcare contributions
3. Inclusion of the Tentative Agreements that were reached in bargaining

On June 26th at 2:00pm a hearing was held in the Cranberry Township Municipal Building in accordance with PLRA rules before the undersigned Fact-Finder. During the hearing after swearing in of witnesses, both parties were afforded the opportunity to present testimony, examine witnesses and introduce oral arguments and documentary evidence in support of their respective positions.

The Collective Bargaining Agreement (“Agreement”) between Cranberry Township (“Township”) and the Utility Workers Union of America, AFL-CIO, Local 540 (“Union”), which expired on December 31, 2024 will be modified as follows.

1. Article XIV, Vacation, Section 14.09 – Section 14.09 will be clarified, consistent with the current long standing practice and interpretation, by changing the word “maximum” to the word “minimum” in phrase that currently reads “‘at least’ meaning the maximum number of hours required.”

At the hearing both parties agreed to this vacation change.

2. Article XVII, Insurance – Each year of the Agreement employees who completed the requirements for participating in the voluntary wellness program in the immediately prior year will be responsible for paying 50% of the deductible required to maintain a High Deductible Health Plan under the IRS regulations in effect for that year. Each year of the Agreement employees who did not complete the requirements for participating in the voluntary wellness program in the immediately prior year will be responsible for paying 75% of the deductible required to maintain a High Deductible Health Plan under the IRS regulations in effect for that year.

A. Medical Insurance – 2 -Opt-Out – (3) this change. This is also agreed upon by both parties.

3. Article XVII, Insurance, Section 17.01 – The Township will increase the healthcare opt out payment under Article XVII, Section 17.01 from \$500 for individual

coverage/\$600 for family coverage to \$1,400 for individual coverage/\$1,400 for family coverage.

This amendment was agreed to at the bargaining following the hearing.

4. Article XVII, Insurance, New Section – The following language will be added as a new section of Article XVII:

After complying with the requirements of this section, the Township shall have the right to change existing medical, surgical and hospitalization insurance to a plan that is comparable to the coverage which is presently being provided. Comparable in this context does not mean exactly the same. No change can be made unless the Township meets with the Union regarding the change and the Union either agrees to the change or an arbitrator implement the change. If the Union does not agree that a plan selected by the Township is comparable, it will so state, in writing, to the Township within fourteen (14) calendar days of the plan being provided to the Union by the Township, or such longer period as mutually agreed to by the parties in writing. In that event, the Township may not unilaterally implement the proposed new plan, however, it may immediately process the dispute before a neutral arbitrator selected pursuant to the arbitration step of the grievance procedure. Upon appointment, the neutral arbitrator shall immediately be informed of the requirements of this provision, including the expedited time frame. Briefs shall be filed within 10 days of the close of the hearing, unless otherwise agreed by the parties. The decision of the arbitrator on the issue of comparability shall be issued within forty-five (45) calendar days of the Union's written notice contesting that the plan selected by the Township is comparable and shall be final and binding and will determine if the Township is authorized to implement the new plan.

This section was agreed to by both parties.

5. Article XVII, Insurance, New Section – The Township and Union will participate in a joint health care committee that will meet quarterly. The committee will discuss issues related to the healthcare plan, including but not limited to rates, plan structure, changes affecting health

care, copayments, prescription drug coverage and other issues. The committee will have the ability to make recommendations regarding healthcare to the Township Administration.

This section was agreed to by both parties,

6. Article XIX, Hours of Work – The first sentence of Section 19.01 will be revised to state that “The normal work week shall be forty (40) hours consisting of five (5) eight (8) hour days, or four (4) ten (10) hour days.”

The union had a proposal requiring rest periods that were difficult to schedule and keep track of the time. Both parties were concerned that work periods did not allow the workers time to recover were not appropriate and could contribute to accidents. The above solution is recommended as a compromise that should mediate the problem.

7. Article XX, Compensation & Appendix B – There will be a 4% base wage increase effective January 1, 2025; a 3.5% base wage increase effective January 1, 2026; and a 3.2% base wage increase effective January 1, 2027.

Wages were the main challenge to overcome in this dispute. The Union main concern was to have a wage increase that would allow the workers to apply for additional license that would allow them to move up the salary scale. The other workers in the township are making higher wages for similar jobs,

Cranberry Township has a population over thirty-five thousand people with a household income over \$125,000 giving it a high level of potential income,

It is recommended that the above salary schedule be adopted.

8. Article XX, Compensation – The meal allowance in Article XX, Section 20.04 will be increased from \$10 to \$20.

This increase was accepted by both parties.

9. Article XXV, Term and Termination – Article XXV will be amended to reflect that the term of the Agreement will be three (3) years retroactively effective January 1, 2025 through the end of the calendar day on December 31, 2027.

This was agreed to by both parties.

10. All other provisions of the Collective Bargaining Agreement shall remain the same. All other Township proposals and Union proposals are withdrawn.

This was agreed to by both parties.

CONCLUSION

Each issue in this dispute was reviewed relative to its merit and consideration given to each individual issue as it fits into the contract.

The recommendations that have been presented follow the regulations directed by the PLRB regulations and statutes. The parties are directed to review this Fact-Finding Report and within ten (10) days from the date of the issuance of this Report, shall inform the PLRB and each other whether they accept or reject the entirety of this Report.

Confidentiality of the Report must be maintained during the ten (10) day consideration period and until officially released for publication by the PLRB.

Acceptance of this report must constitute approval of the report in its entirety and on an unqualified basis. The options are simply, "accept: or, "reject."

Positions of parties may be communicated to the PLRB by telephone on the last day of the consideration period and confirmed by letter.

Dr. Thomas Cypher
Fact-Finder

Date July 1, 2025