

Commonwealth of Pennsylvania
Pennsylvania Labor Relations Board

In the Matter of Impasse between :
AFSCME Council 13, Local 297 :
and : Case No. 88-25-7-W
Pittsburgh Board of Public Education :

FACT FINDING REPORT AND RECOMMENDATIONS

APPEARANCES:

For the Board of Education:

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Also:

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BACKGROUND:

On July 24, 2025, the Pennsylvania Labor Relations Board (Board) appointed the undersigned as Fact Finder under the Public Employee Relations Act (PERA) to address the impasse between AFSCME Council 13 Local 297 (Union) and the Pittsburgh Board of Public Education (District or Employer) pertaining to Pittsburgh's public school employees. The represented employees perform operational functions and consist of custodial and food service workers.

The Parties have a long-standing collective bargaining relationship, with the most recent collective bargaining agreement expiring on December 31, 2024. The Parties commenced bargaining for a successor agreement but were unable to agree on a final contract proposal for submission to the bargaining unit for a ratification vote. The last formal communication between the parties occurred on or around April 24, 2025. A submission for Fact-Finding to the Pennsylvania Labor Relations Board followed.

A fact-finding hearing was held on August 21, 2025, at 10:00 AM via virtual video conferencing. The Parties were afforded a full opportunity to present documentary evidence, examine and cross-examine witnesses in support of their respective positions. The Parties presented such evidence. The Employer identified twenty-nine issues in dispute. However, during at the conclusion of the hearing a majority of these issues were voluntarily withdrawn based on the totality of the evidentiary record. The Union identified three issues in dispute. The issues that remain will be detailed in the Report to follow. The Hearing was concluded on August 21, 2025, with all documentary evidence and testimony accepted, at which time the record was closed. The matter is now ripe for the Recommendations and Report set forth herein.

OVERVIEW:

The Pittsburgh Public School system has a total enrollment for the 2024-2025 school year of 18,312 students across 54 schools; elementary, middle and high schools. The District has a total of 4,473 employees, including 288 in the Custodial unit, 97 in Food Services. For the 2025 budget year the District expects revenue of \$718,161,832 and appropriations of \$752,283,642. The projected deficit is being addressed with reserve fund balances from prior years. However, it is expected that the reserve funds will be depleted and will not cover the expected deficits in the near-term future.

Seventy percent (70%) of the District's annual appropriations are in salaries and funding charter schools. Overall enrollment is trending lower, with a corresponding upward trend in charter school enrollment. Both median income and real estate values in the District are the lowest in the surrounding comparator districts. Although the surrounding districts are suburban, whereas Pittsburgh is urban. Real estate tax revenue is also trending lower due to a large amount of real estate tax appeals. In addition to the loss of future revenue, many of the tax appeals have required refunds of prior years' collections. The District projects a \$19,000,000 deficit at the end of 2025 and \$32,000,000 by the end of 2026. There is a concern of the withholding or claw back of previously approved federal relief funding, as well as negative cash flow due to the current Pennsylvania budget impasse.

Looking forward, the Administration has proposed a realignment plan to close some schools and facilities, which has not been approved by the Pittsburgh School Board. The realignment is projected to save less than \$10,000,000.

The District is also concerned with employee turnover and retention. The Union acknowledges the financial and employee turnover concerns and believes it has worked with the District and will continue to do so to reach an agreement that is both fair to its members and the District. In this regard, the Union has identified three limited issues that it believes are ripe for fact-finding recommendations; wage increase, temporary assignment upgrade pay and residency.

The District has put forth proposals to reduce overtime costs by aligning overtime rules to be more in line with the Fair Labor Standards Act (FLSA) and to control temporary assignment pay, which it contends has a compounding effect on costs due to the current backfilling process. The District, however, has offered to accelerate vacation benefits as an incentive for retention.

The District also presented comparable salary information with bordering school districts, which indicate that Custodians have the highest starting rate and Food Service Workers are at or near the top. The Union voiced objection to the class of employee used as the comparator by the District. According to the Union the entry level employee receives \$4.00 per hour less than the comparator used by the District. Utilizing the Union's comparator reveals the starting salary delta between the District and regional school districts is much smaller but still at or near the top.

To reach the following Recommendations and Report, the Fact Finder relied upon the following information, including, but not limited to:

The expired collective bargaining agreement.

The comprehensive record, which includes credible testimony of witnesses and documentary evidence received at the Fact-Finding Hearing.

Comparators of recent wages, compensation, and other terms and conditions of employment for other District bargaining units.

The impact that the past and recent economic conditions have had on the bargaining unit and employer, including past and current inflation, prior wage history, and future funding sources.

Consideration of each issue in dispute on its individual merits, as well as how it fits collectively into the scope of the collective bargaining agreement as a whole.

Consideration for a fair and equitable contract to compensate the bargaining unit members for the important work they perform.

The Recommendations that follow constitute the settlement proposals upon which the Parties are now required to act as directed by PLRB regulation and statute. A vote to accept the report does not constitute agreement with, nor endorsement of the

rationale contained therein. Rather, it represents only an agreement to resolve the issues by adopting the Recommendations. The parties are directed to review the report and within ten (10) days, notify the PLRB of their decision to “accept” or “reject” the Recommendations. The report will be released to the public if not accepted by one or both of the parties. A failure to respond equates to a “reject” vote.

OPEN ISSUES:

The District has identified the following open issues in dispute:¹

1. Article 10 – Vacations
2. Article 10 – Vacations (Sec 8 and 9)
3. Article 9 – Holiday Pay and Overtime
4. Article 17 – Overtime
5. Article 14 – Pay Differentials
6. Article 25 – Custodial Training

The Union has identified the following open issues in dispute:

7. Wage Increase and Retroactivity
8. “Move Ups” – Temporary Upgrade Pay
9. Residency

DISCUSSION AND RECOMMENDATIONS:

1. Article 10 - Vacations

The School District proposes to collapse the vacation schedule to provide ten (10) vacation days for those employees who are newly hired through their fourth year of employment, fifteen (15) vacation days to those employees in their fifth through ninth years of employment, twenty (20) vacation days to those employees in their tenth through fourteenth years of employment and twenty-five (25) vacation days those employees in their fifteenth year of employment and beyond.

Employer Position:

This will comport with the District’s goal of standardizing the vacation benefit for all employees. This will also require a transition from the current accrual basis to an allotment system. The District proposes that this benefit be prospectively implemented due to the logistical and administrative burdens associated with implementation.

¹ In order as presented at the Fact-Finding hearing.

Union Position:

The Union is not opposed to the proposed vacation benefit, but advocates that it be retroactive or implemented upon ratification.

Recommendation and Rationale:

It is recommended that this proposal be adopted prospectively on July 1, 2026 as advocated by the District. Moving from an accrual system to an allotment system presents logistical issues as well as reallocation of unused vacation days.

2. Article 10 - Vacations (Section 8 and 9)

The District proposes to eliminate these sections to align with other District employees. Currently Section 8 provides for the termination of vacation usage when the employee is sick and admitted as an inpatient for 5 or more days. Correspondingly, Section 9 permits the termination of vacation usage for a death in the family.

Employer Position:

The District proposes to eliminate these sections to align with other District employees.

Union Position:

The Union did not advocate for or against this proposal

Recommendation and Rationale:

It is recommended that this proposal not be adopted. If a qualifying illness occurs under Section 8 or a death in the family under Section 9 an employee is not using the vacation benefit for its intended purpose of relaxation time off from work. It is unlikely that these sections are utilized to the extent that the hardship and cost to the Employer outweighs the hardship and benefit to the employee.

3. Article 9 Section 6. – Holidays

The District proposed to revise this section so that unworked holiday hours shall not be used to calculate overtime under Article 17, Section 2.B. This Section requires overtime pay at time and one-half for hours worked in excess of 40 hours in a workweek.

Employer Position:

This proposal is consistent with prior concessions by other bargaining units and consistent with current language in those collective bargaining agreements. Overtime pay is a concern of the District given its current financial condition.

Union Position:

The Union asserts the District’s concern on overtime is manufactured by the District’s self-imposed understaffing. It is a calculated trade-off to save on full-time pay and benefits for additional permanent employees.

Recommendation and Rationale:

It is recommended that this proposal be adopted. This appears to be a consistent concession across all other bargaining units and will provide some overtime savings for the District. Actual time worked on a holiday would still be counted toward overtime.

4. Article 17 (Section 2.C.) - Overtime

The District proposes to revise Section 2 to eliminate overtime for time worked in excess of 8 hours in a day and delete Section 2.C. which requires pay at double-time for working a seventh consecutive day.

Employer Position:

This proposal will help address the excessive overtime costs incurred by the District.

Union Position:

The Union asserts the District’s concern on overtime is manufactured by the District’s self-imposed understaffing. It is a calculated trade-off to save on full-time pay and benefits for additional permanent employees. The Units that did give this up gave up very little since, by virtue of their job duties, these employees do not work on Sundays.

Recommendation and Rationale:

It is recommended that this proposal not be adopted. Receiving time and one-half for working more than eight hours in a workday is a standard pay benefit negotiated by unions. The practical effect is likely insignificant if the employee works a full week since it would result in an excess of 40 hours. There is little evidentiary basis in the record of the impact of double-time pay has on the overall overtime expense for this bargaining unit. The bargaining units that did give up double-time on Sundays were the Technical/Clerical and Paraprofessionals that likely did not work on Sundays.

5. Article 14 Wages:

The School District proposes to eliminate all pay differentials.

Employer Position:

The existing pay differential requirement, including overtime, has resulted in a cost to the District last year of \$311,254.17. The District seeks to obtain cost savings in this area. According to the District, when a job position is temporarily filled because of vacation, sickness, or other absence it results in a pyramiding of differential costs because each downstream position must be backfilled. Many times this is done when overtime pay is required, thus exacerbating the problem.

Union Position:

The Union takes issue with the way management handles these situations and believes that much of the problem can be solved by better allocation of personnel in these situations.

Recommendation and Rationale:

It is recommended that this proposal not be adopted. Upon review of Article 14, there are only two situations where differential pay is required. Section 3 provides for upgrade pay for snowplowing and Section 4 for Food Service Workers operating ovens. Thus, it appears that the differential or upgrade pay for temporarily working above classification is a practice not defined in the collective bargaining agreement. However, relief in this area may provide significant savings to the District. The Union has proposed an alternative concession in its “move up” proposal, which is addressed hereinafter.

6. Article 25 (Section 11) – Custodial Training.

The District proposes to revise the custodial training program prospectively and grandfather those employees that have been previously certified. The current system provides for a \$0.05 per hour bonus for each certification. This is referred to by the parties as the “nickel plan”. The District proposes a lump sum payment at the time of certification of \$100 to \$200 plus reimbursement for the cost of any required license or certification material.

Employer Position:

The District seeks costs savings in this area. Currently, each certification results in an annual bonus of \$104. For some employees this could increase to a total of \$520 if the employee is certified in the five available certifications. Each certification usually results in qualification for a higher paying position, which the employee must bid on. The employee is being compensated at the higher wage schedule upon the permanent upgrade.

Union Position:

The Union advocated against this proposal because it could result in a loss of up to \$520 per qualifying employee.

Recommendation and Rationale:

It is recommended that this proposal be adopted. The reasoning by the District is sound. The District is providing an a lump sum incentive and cost free training to benefit the employee by providing higher pay through career advancement. Since this proposal would only apply to prospective training and certifications, current “nickel plan” participants are “grandfathered” and will not see a loss of income.

7. Article 14 – Wages:

The Union proposes an annual three percent (3%) wage increase for three years to be retroactive to January 1, 2025.

Union Position:

There were previous discussions between the parties on eliminating the residency requirement in exchange for concessions in other areas, including the general wage increase. The Union is no longer advocating for the elimination of the residency requirement and is agreeable to continuing the practice and School Board Policy on residency. It believes that a 3% retroactive wage increase is warranted. The Union agreed that former employees are not eligible for any backpay associated with retroactivity.

Employer Position:

The District provided testimony and information that indicated the Union proposed longevity increases and the elimination of residency tied to the wage proposals. If these items were adopted the wage increase would correspondingly be adjusted downward to 2% annually. The District is also opposed to a retroactive wage increase due to the administrative burden with calculating backpay. The current policy is not to provide backpay to former employees.

Recommendation and Rationale:

It is recommended that this proposal be adopted. A 3% across the board wage increase in the Wage Schedule set forth herein below is recommended to be adopted retroactively to January 1, 2025. The Union has withdrawn any objection to the current School Board Policy on residency and has not identified longevity as a current issue. Therefore, the items that were at issue and warranted a possible reduction in wage increases no longer exist. Retroactive wage increases do cause some burden but are commonplace when finalizing expired collective bargaining agreements.

8. Union Item 2: “Move Ups”²

Employees of the bargaining unit who are temporarily moved to perform the work of a higher classification will receive the rate of pay given to the higher classification for all hours worked when the upgrade move up is due to an illness or other absence which extends into the 4th day. The pay will be retroactive to the first day of assignment.

Union Position:

The Union indicated that it is agreeable to the above language, which it maintains was a compromise from the initial proposal of the full elimination of differentials.

Employer Position:

The District asserts that upon impasse and the initiation of fact finding any prior compromises or modifications are null and void. The District maintains that all differentials should be eliminated and points to the increased overtime cost associated with differential pay.

Recommendation and Rationale:

It is recommended that this language be adopted. The Union identified “Move Ups” as an issue in dispute and provided language on this topic in its attached exhibit. I find that this is sufficient to be adopted as a Union proposal. The language provides relief for those short periods of vacation and illness where no differential is paid for working above class. Correspondingly, this proposal protects using lower-level employees to do higher level work due to understaffing by the employer. It is further recommended that this proposal be added to Article 14 as contract language.

9. Union Item 3 – Residency

The Union has proposed a withdrawal of any specific contract language regarding residency and is agreeable to follow the current practice of School Board Policy on this subject.

Union Position:

No change to the current residency requirement.

Employer Position:

The context of changes to residency were discussed as part of the wage package.

² The Union is required to identify all issues in dispute within the timeframe provided for by statute. In its submission, the Union identified only “three” issues listed above. The document Titled “Last and Best Final Offer” is not considered as identifying issues in dispute. However, because “Move Ups” was listed as a formal issue information on this issue provided in “Last and Best Final Offer” will be considered as part of the record.

Recommendation and Rationale:

It is recommended to maintain the status quo on residency. A side letter of understanding on this subject is recommended to avoid any future misunderstanding.

MISCELLANEOUS:**Article 33 – Term**

Although not specifically addressed as an issue in dispute by either party it is recommended that the Term of the Agreement be for three (3) years from January 1, 2025, through December 31, 2027. The wage proposal that was advocated by the Union and was recommended incorporated this period.

WAGE SCHEDULE:

CUSTODIAL, SHOP LABOR, STORES, TRANSPORTATION, AND FOOD SERVICE SALARY SCHEDULES

Employees with less than 22 years of service

Job Title	Effective 1/1/25	Effective 1/1/26	Effective 1/1/27
Athletic Field Caretaker II	\$ 26.05	\$ 26.83	\$ 27.63
Athletic Field Caretaker I	\$ 25.45	\$ 26.21	\$ 27.00
Athletic Stadium Field Caretaker	\$ 28.34	\$ 29.19	\$ 30.07
Auto Mechanic II	\$ 34.71	\$ 35.75	\$ 36.82
Auto Mechanic I	\$ 32.03	\$ 32.99	\$ 33.98
Automotive Equipment Operator I*	\$ 27.89	\$ 28.73	\$ 29.59
Cleaner/Parking Lot Attendant	\$ 23.65	\$ 24.36	\$ 25.09
Cook, Food Service Center Step I	\$ 22.61	\$ 23.29	\$ 23.99
Max	\$ 23.62	\$ 24.33	\$ 25.06
Assistant to the Cook Food Service Center	\$ 21.31	\$ 21.95	\$ 22.61
Cook, Step I	\$ 22.61	\$ 23.29	\$ 23.99
Max	\$ 23.26	\$ 23.96	\$ 24.68
Custodian I	\$ 34.71	\$ 35.75	\$ 36.82
Custodian I-A	\$ 32.78	\$ 33.76	\$ 34.77
Custodian 2.00	\$ 31.68	\$ 32.63	\$ 33.61
Custodian 3.00	\$ 30.70	\$ 31.62	\$ 32.57
Custodian 4.00	\$ 29.75	\$ 30.64	\$ 31.56
Custodian 5.00	\$ 28.81	\$ 29.67	\$ 30.56
Custodian 6.00	\$ 27.89	\$ 28.73	\$ 29.59
Custodian 7.00	\$ 26.33	\$ 27.12	\$ 27.93
Assistant Custodial A	\$ 28.81	\$ 29.67	\$ 30.56
Assistant Custodial B	\$ 27.89	\$ 28.73	\$ 29.59
Fireman A	\$ 26.33	\$ 27.12	\$ 27.93
Fireman B	\$ 25.76	\$ 26.53	\$ 27.33
Food Service Worker, Old	\$ 18.00	\$ 18.54	\$ 19.10
New	\$ 16.73	\$ 17.23	\$ 17.75
Food Service Center Worker	\$ 20.79	\$ 21.41	\$ 22.05
Ground Equipment Operator II*	\$ 28.81	\$ 29.67	\$ 30.56
Ground Equipment Operator I*	\$ 27.89	\$ 28.73	\$ 29.59
Grounds Foreman	\$ 34.71	\$ 35.75	\$ 36.82
Assistant Grounds Foreman	\$ 30.70	\$ 31.62	\$ 32.57
Heavy Cleaner	\$ 24.82	\$ 25.56	\$ 26.33
Heavy Cleaner/Fireman	\$ 25.11	\$ 25.86	\$ 26.64
Helper	\$ 24.82	\$ 25.56	\$ 26.33
Laborer II	\$ 25.83	\$ 26.60	\$ 27.40

Laborer I	\$ 24.82	\$ 25.56	\$ 26.33
Light Cleaner, New	\$ 22.20	\$ 22.87	\$ 23.56
Light Cleaner/Laundry Worker	\$ 24.26	\$ 24.99	\$ 25.74
Locksmith	\$ 34.71	\$ 35.75	\$ 36.82
Maintenance Repairman II	\$ 34.71	\$ 35.75	\$ 36.82
Maintenance Repairman I-A	\$ 28.23	\$ 29.08	\$ 29.95
Maintenance Repairman I	\$ 27.85	\$ 28.69	\$ 29.55
Musical Instrument Repairman	\$ 34.71	\$ 35.75	\$ 36.82
Pest Control Operator	\$ 32.78	\$ 33.76	\$ 34.77
Service Repairman	\$ 29.75	\$ 30.64	\$ 31.56
Shipper	\$ 27.89	\$ 28.73	\$ 29.59
Equipment Operator/ Storekeeper	\$ 29.75	\$ 30.64	\$ 31.56

Employees with more than 22 years of service

Job Title	Effective 1/1/25	Effective 1/1/26	Effective 1/1/27
Athletic Field Caretaker II	\$26.53	\$27.33	\$28.15
Athletic Field Caretaker I	\$25.94	\$26.72	\$27.52
Athletic Stadium Field Caretaker	\$28.83	\$29.69	\$30.58
Auto Mechanic II	\$35.20	\$36.26	\$37.35
Auto Mechanic I	\$32.51	\$33.49	\$34.49
Automotive Equipment Operator I*	\$28.39	\$29.24	\$30.12
Cleaner/Parking Lot Attendant	\$24.13	\$24.85	\$25.60
Cook, Food Service Center Step I	\$23.21	\$23.91	\$24.63
Max	\$24.22	\$24.95	\$25.70
Assistant to the Cook Food Service Center	\$21.92	\$22.58	\$23.26
Cook, Step I	\$23.21	\$23.91	\$24.63
Max	\$23.87	\$24.59	\$25.33
Custodian I	\$35.20	\$36.26	\$37.35
Custodian I-A	\$33.27	\$34.27	\$35.30
Custodian 2.00	\$32.18	\$33.15	\$34.14
Custodian 3.00	\$31.19	\$32.13	\$33.09
Custodian 4.00	\$30.23	\$31.14	\$32.07
Custodian 5.00	\$29.29	\$30.17	\$31.08
Custodian 6.00	\$28.39	\$29.24	\$30.12
Custodian 7.00	\$26.80	\$27.60	\$28.43
Assistant Custodial A	\$29.29	\$30.17	\$31.08
Assistant Custodial B	\$28.39	\$29.24	\$30.12
Fireman A	\$26.80	\$27.60	\$28.43
Fireman B	\$26.23	\$27.02	\$27.83
Food Service Worker, Old	\$18.59	\$19.15	\$19.72
New	\$17.19	\$17.71	\$18.24
Food Service Center Worker	\$21.38	\$22.02	\$22.68
Ground Equipment Operator II*	\$29.29	\$30.17	\$31.08

Ground Equipment Operator I*	\$28.39	\$29.24	\$30.12
Grounds Foreman	\$35.20	\$36.26	\$37.35
Assistant Grounds Foreman	\$31.19	\$32.13	\$33.09
Heavy Cleaner	\$25.31	\$26.07	\$26.85
Heavy Cleaner/Fireman	\$25.61	\$26.38	\$27.17
Helper	\$25.31	\$26.07	\$26.85
Laborer II	\$26.32	\$27.11	\$27.92
Laborer I	\$25.31	\$26.07	\$26.85
Light Cleaner, New	\$22.68	\$23.36	\$24.06
Light Cleaner/Laundry Worker	\$24.75	\$25.49	\$26.25
Locksmith	\$35.20	\$36.26	\$37.35
Maintenance Repairman II	\$35.20	\$36.26	\$37.35
Maintenance Repairman I-A	\$28.72	\$29.58	\$30.47
Maintenance Repairman I	\$28.34	\$29.19	\$30.07
Musical Instrument Repairman	\$35.20	\$36.26	\$37.35
Pest Control Operator	\$33.27	\$34.27	\$35.30
Service Repairman	\$30.23	\$31.14	\$32.07
Shipper	\$28.39	\$29.24	\$30.12
Equipment Operator/ Storekeeper	\$30.23	\$31.14	\$32.07

ALL OTHER MATTERS:

Any other matters, with the exception of the prior tentative agreements, not specifically addressed are recommended to be **withdrawn**.

August 26, 2025

Respectfully submitted:



John T. Marchetto, Esq.
Fact Finder