

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

In the Matter of Fact-Finding	(	Fact-Finding Report
	(	and Recommendations DOCUMENT #2
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Between	(	
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Bethlehem Area School District	(	Case # ACT 88-26-10-E (Northampton)
	(	
And	(	Date of Hearing: August 13, 2026
	(	
Teamsters Local No. 773	(	Date of Report: August 31, 2026

Barbara Lichtman
Fact-Finder

For Bethlehem Area School District:	Benjamin Pratt, Esq. Saxton & Stump, LLC 221 W. Philadelphia Street, Suite 600 York, PA 17401 717.399.2252 bpratt@saxtonstump.com
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For International Brotherhood of Teamsters, Local # 773	Dennis Hower Teamsters Local 773 3614 Lehigh Street, Suite A Allentown, PA 18052 610-434-4451 dhower@teamster773.org
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BACKGROUND

By letter dated July 21, 2026, 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 Bethlehem Area School District (hereafter referred to as the "District") and International Brotherhood of Teamsters, Local #773 (hereafter referred to as the "Union"). The Union represents a unit of approximately 160 bargaining unit employees which includes bus drivers and bus monitors. Bethlehem School District is located in both Lehigh and Northampton County, Pennsylvania. The District provides education to approximately twelve thousand, (12,000) students at twenty-two (22) schools. In addition, the District is responsible to provide transportation services from this bargaining unit for students in the district travelling to Charter Schools and Private Schools. 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 July 1, 2022 through June 30, 2026. The parties began formal negotiations on October 1, 2025 exchanged proposals and met thirteen (13) times between the initial session and July 22, 2026. The parties also met with a mediator from the Pennsylvania Bureau of Mediation in an attempt to assist them in resolving their issues.

The issues in dispute were filed by the parties to the Fact-Finder, in writing, in accordance with the order of the PLRB. A fact-finding hearing was held at the Bethlehem Area School District Offices on August 13, 2026 in Bethlehem, Pennsylvania. There are numerous issues outstanding and are before this fact-finder to recommend resolution.

Both the District and the Employer have proposals which completely rewrite Articles within the current collective bargaining agreement. Based on the multiple issues within so many of the proposals, there are approximately 100 outstanding contract proposals focusing on multiple articles and sections of each. At the hearing, the Union acknowledged, and the District confirmed, that many of the issues were proposed to clarify contractual provisions and that others should and could be worked out given the opportunity to actually speak with each other in a problem-solving mode. Accordingly, this Fact-Finder will recommend that a Labor Management Committee be established to do just that. Language will be recommended below. This report also recommends that the parties seek assistance through the Bureau of Mediation or other entity or individual to assist them towards working together in the future towards mutual goals.

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 District and Union at the hearing, including, but not limited to, information regarding current collective bargaining agreements of other units within the District, 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 31, 2026 and subsequent to the hearing with the both the District and the Union on August 20 and August 27, 2026.

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.

Given there are so many issues raised, in order to reach an agreement, it is recommended that the parties focus on their priorities. Although each of the issues may be of concern, given the complexity, this report focuses on the areas which were stressed as priority issues.

Accordingly, status quo has been recommended in some areas where proposals were made by one or both parties to this collective bargaining agreement. Document #1 includes the current language as well as the proposed changes by both the District and the Union. Document #2 only includes the Fact-Finder Recommendations.

Present at the Fact-Finding Hearing:

For Bethlehem Area School District:

Benjamin Pratt, Esq.
Harry Aristokesian, Finance Director
Georgiann Fisher, Director Human Resources
Maureen Leesan, Assistant Superintendent
Mark Stein, Director of Facilities

For IBT Local #773:

Dennis Hower, President
Michael Arenas, Steward
Nicole Erceg-Kratzer, Steward
Jim Gibbons, Steward
Brian Killeen, Steward
Ryan Snyder, Steward
Numerous Bargaining Unit Members to observe

Fact Finder Recommendation: NEW ARTICLE - LABOR MANAGEMENT COMMITTEE (LMC)

Within thirty (30) days upon ratification of this agreement, the parties shall establish a Labor Management Committee to discuss issues of mutual and individual concern in an attempt to work cooperatively towards resolving such issues. The LMC shall meet no less than on a quarterly basis, as mutually agreed upon, to resolve such issues. Each meeting shall have an agenda, prepared in advance by submitting issues to each other and shall take place at a mutual time agreeable to both parties.

The following are just a few examples of issues raised during these fact-finding proceedings to be included in the agenda of LMC meetings going forward:

Union Proposals - 23, 24, 34, 41
Grievance Procedure
Notification Method

ARTICLE 2. DURATION OF AGREEMENT

Fact Finder Recommendation: Change current language as follows:

Change July 1, 2022 to July 1, 2026

Change June 30, 2026 to June 30, 2029

ARTICLE 7- EMPLOYMENT STATUS DEFINITIONS AND REQUIREMENTS

Fact Finder Recommendation - Change to read as follows:

1. Category A

- ***Bid Routes: Drivers (bus and van), or Monitor who successfully bid on a regular school bus run for both A.M. and P.M., five days per week. This provision will not prohibit the employees from bidding extra work contained in Articles 11 and 12.***
- ***Stand-by: Driver or Monitor who reports to work five days a week for both a.m. and p.m. shifts. These employees will work in seniority order to fill any available open work within their job classification of Bus Driver, Van Driver, or Bus Monitor.***

If there is no Student Trip or Athletic Trip, the Athletic Driver is required to work as a Stand-by Driver in the a.m. and/or p.m.

A Stand-by Driver or Bus Monitor will receive a minimum of two hours for both a.m. and p.m. work, reporting at/between 6:00 - 6:30 a.m. for the morning and at/between 1:30 - 2:00 p.m. for the afternoon. Hours to report will be determined by management as routes evolve throughout the school year. Management retains the right to call

employees in early, in seniority order, to cover unforeseen absences.

2. Casual Driver or Casual Monitor

Casual Drivers and Monitors are employees who are not available five days per week. Casual employees must work at least two and a half days or five runs per week. Additional work, other than home to school or school to home, cannot substitute for the obligation to work a minimum of five runs in a weekly period. Casual employees can bid on extra work only after all other Category A, Stand-by Drivers, and Stand-by Monitors have been offered the work.

Casual employees will notify the District of their availability on a weekly basis. Availability must be submitted by Friday (or the last workday of the week) no later than 12:00 p.m. Any casual employee not submitting availability will be placed at the bottom of the list for the following week. If a casual employee who has not submitted availability shows up and there is no work available, the employee will be sent home and will not be paid the minimum guarantee.

If availability is given and an employee does not show up for work three times, the employee will be separated from employment.

Casual employees will be considered to have abandoned the job if no shifts are worked for three consecutive weeks or if any casual employee does not submit availability three times in a school year, unless the casual employee provides notice in advance, and is accepted by the employer, which shall not be unreasonably denied, of the time period and reason they will not be available.

Casual employees will earn seniority only within the Casual Employee group for the sole and limited purpose of choosing daily work assignments, unless the casual employee previously worked as a Category A employee. Seniority earned as a Category A employee shall not be lost and shall be included when calculating the casual employee seniority.

3. Emergency Drivers are individuals who are utilized for emergency situations when no bus driver or casual driver, is available and or when no bus driver or casual driver are willing to accept the assignment.

ARTICLE 8 - SENIORITY, LAYOFF, AND BUMPING

Fact Finder Recommendation: MAINTAIN CURRENT LANGUAGE

ARTICLE 9 - DEFINITIONS OF RUNS - Current Language:

Fact Finder Recommendation: Change as follows:

Transportation Service Definitions

1. **Bid:** *The seniority-based mechanism through which daily routes are awarded.*
2. **Run**
Single segment of student transportation within a route, defined from the first student pickup to the last student drop-off.
3. **Route:** *Primary duty of drivers/monitors which consist of a combination of runs*
4. **Daily Schedule**
The total of the runs routes an individual does in a typical day which could include a primary home to school or school to home, and any secondary extra duty bids.
5. **Extra Duty Route**
An additional assignment, which occurs outside of the daily student to/from home route. These routes are secondary, and, except as provided in Article 11, Section 1, may not interfere with the primary route. The extra duty routes include but are not limited to:

- **Athletic Run** – *Athletic Drivers will work five days a week Monday – Friday. Athletic runs will be bid annually. The number of runs will be based on the needs of the department. Athletic Drivers will be given first pick of Athletic Runs leaving prior to 4:30 p.m. based on seniority. The schedule is subject to change with assignments that are added, changed, or removed*
- a. **After School Program Run** – *An extracurricular program which normally occurs at the elementary and middle school level. They are annual bid runs on a seniority basis without exceeding 40 hours worked in a week.*
- b. **Student Trips** – *Trips that occur outside of the bid a.m./p.m. run. These trips can occur anytime between 9:15 a.m. - 1:45 p.m. and after 4:00 p.m. These trips are bid in order by seniority on the Student Trip rotation wheel. Trips not selected by an employee will be selected from the “daily vacancy” board.*
- c. **Activity Route** – *A bid run that begins after 4:00 p.m. A 4:30 p.m. run will be paid guaranteed one and one half hours. A 5:15 p.m. run will clock out then clock back in if regular run finished before 5 p.m. Both Activity Runs will be bid runs.*

6. **Add-On**

Unless required to be bid, in accordance with Section 5 above, an additional assignment added to a driver’s existing run, which can include but is not limited to students with modified schedules, McKinney Vento students and continuous student trips. These runs will be assigned to drivers who are in the geographical area of the need and by seniority. An Add-on Run will remain as part of the original bid run unless it is no longer needed. If all eligible drivers pass, the run will be assigned to the least

senior driver (process used - seniority down, least senior force upward.)

7. Pay guarantees

Stand-by Periods

All stand-by periods for drivers and monitors will be for two hours. Student Trips are guaranteed a minimum of two hours. After School runs are guaranteed a minimum of one and a half hours. Mid-day runs are guaranteed a minimum of one and a half hours. Activity runs are guaranteed a minimum of one and one half hours. Employees must stay on premises if the run ends before the guaranteed time.

8. *Bids that are paid continuous time will still be paid the one-and-a-half-hour guarantee.*

ARTICLE 10 - VACANCIES AND BIDDING

Fact Finder Recommendation: Change to the following:

The Board agrees to post all job vacancies in each bidding cycle, including new positions, at designated places for seven calendar days, excluding holidays, at which time members of the bargaining unit may apply for consideration in filling the position.

Bids may only be awarded to employees who are actively working and not on unpaid personal leave of absence, unpaid medical leave of absence, FMLA leave, non-FMLA leave, Workers' Compensation, modified duty, or have expired credentials.

Clarification of process is that the bid is available on a Friday and is awarded the following Wednesday. The dry run will be completed on the Thursday or Friday after the bid is awarded, and the route will then start on Monday after the bid is awarded and the dry run is completed.

Employees within each job category will have first right in filling the position. In the event there are no applicants from within the same job category, all bidders from the other job category will receive consideration in filling the position by seniority, and be paid that job category rate. Probationary employees may participate in bidding procedures in seniority order. The run will be bid weekly. If not awarded after 30 working days, the run will be assigned to the driver with the least seniority who is in Category A, Stand- by Drivers, and Stand-by Monitors.

In the event a bid run is deleted, the affected employee will be afforded the opportunity to bump a less senior employee, within their employee category as bus driver or bus monitor. Additionally, in the event any bided midday or after school assignment is deleted, the affected employee will be afforded the opportunity to bump a less senior employee within their employee category as bus driver or bus monitor

A temporary opening is one which occurs as a result of the absence of a regularly scheduled driver/monitor. These runs will be posted during the bidding cycle. All drivers will be

qualified to drive all equipment. Temporary runs will be assigned according to seniority to those who are available. When a temporary run becomes a regular run, it is posted for bid and will be awarded accordingly. The run will be bid weekly. If not awarded, the run will be assigned for 30 days to the driver with the least seniority who is in Category A, Stand-by Drivers, and Stand-by Monitors. This section will apply to Article 18, Section 6.

Employees will be limited to two successful regular daily route bids per school year within each run category, defined as a.m./p.m. or mid-day/after school. The combination of all will not exceed forty (40) paid hours per week. If the run has been deleted, as defined in Article 9, or the employee never starts the run, it will not count toward the limit of two (2) successful bids.

All vacant school year runs will be posted until May 15 of each year.

If an employee is on any leave of absence, they will not be allowed to bid on any open run, and their regular daily run will be put up as a temporary run.

ARTICLE 11 ROTATING WHEELS

Fact Finder Recommendation: *Change language to following:*

A rotation wheel is a list of drivers, listed according to seniority, that are available and desire extra runs.

Student Trips – When a driver's name is selected, he/she is required to pick or pass on the date assigned. If a driver does not select a trip, it will be considered a pass. Drivers have the option to remove/add their name from the list on a monthly (or quarterly) basis.

- 1. Drivers must work schedules as defined in Article 7 - Employment, Status Definitions and Requirements.**

A student trip posted on the rotating wheel not less than seventy-two (72) hours before its scheduled report time may be bid by any employee, including an employee holding a bid A.M. and/or P.M. route. Where the trip conflicts with the employee's bid route, the District will arrange coverage of the bid route by a stand-by employee, a casual employee, or an emergency driver. Nothing in this paragraph applies to work called from the daily vacancy board.

If the District is unable to arrange coverage, it will so notify the employee and will provide the reason. Repeated inability to arrange coverage shall be placed on the agenda of the Labor Management Committee.

- 2. Drivers will have 10 minutes added to their day on the day they are selected to pick a field trip. The driver must sign the Daily Notes Board in order to receive payment for the extra 10 minutes. Failure to do so will forfeit the 10-minute payment.**

3. *Upon selection of the trip, it is the driver's responsibility to know what trip he/she has selected, dates, times, locations, and necessary paperwork. Trip slips will be sent via email or placed in mailboxes the business day before the trip.*
4. *Drivers on paid or unpaid days off, unpaid medical leave, non-FMLA leave, FMLA leave, bereavement, jury duty, Workers' Compensation, or modified duty will forfeit picks in the rotation. This means essentially any day a driver is not working or is not working at full duty status will forfeit picks.*
5. *It is the driver's responsibility to fill out all forms correctly and date the selection. If the selection is not filled out properly, the selected trip will be forfeited*
6. *Management has the right to determine whether a student trip is a one way run, a complete trip, or whether a portion of the trip, before or after a driver run, will be paid as a continuous run. Such determination will be made prior to the driver picking and/or being assigned the trip.*

Employees are entitled to the minimum guarantees for each portion of their work. The District may require the employee to remain on premises if the run ends before the guaranteed time.

7. *No show/no call for a student trip will result in forfeiture of student trips for the remainder of the school year. If an employee gives up a student trip two times in the current school year, the employee will forfeit student trips for the remainder of the current school year.*
8. *Cancellations and Reschedules*
 - a. *If a trip is rescheduled, the assigned driver has the option of keeping the trip at the rescheduled date OR a re-pick.*
 - b. *If a trip is cancelled prior to clock in, the driver gets a re-pick.*
 - c. *If a trip is cancelled after clock in but prior to arriving at the assigned pick-up location, the driver will be compensated for two hours.*
 - d. *If a trip is cancelled after arriving to the pick-up location but prior to arriving at the destination, the driver will be paid a minimum of two hours or actual time, whichever is greater.*

- e. If a student trip time changes within two hours of the original time, the driver will be permitted to relinquish the trip without penalty and will be able to repick within 24 hours.*
- f. If a trip involving multiple employees is canceled, or reduced, seniority will be used to determine who will not drive the trip, and those drivers who are canceled from the trip will receive the remedies in accordance with this agreement.*

ARTICLE 12 DAILY VACANCY BOARDS

Fact Finder Recommendation: Change to the following:

- 1. The Daily Vacancy Boards will have an A.M, P.M., and weekend column. The employee must initial the column for which they are interested and available to be considered or called for the available extra work.*
- 2. All boards will be posted the night before and must be signed by 8:00 a.m.*
- 3. Drivers will be given the opportunity to accept one daily vacancy opportunity per day unless the Daily Vacancy Board has been exhausted. After exhausting the board, the daily vacancy will be awarded to interested drivers by seniority.*
- 4. Work selected from the Daily Vacancy Board will be based on seniority who are available and who desire to drive extra runs. Work from the daily vacancy board may not interfere with the daily schedule.*
- 5. Work selected from the Daily Vacancy Board will continue from the last pick. If the Daily Vacancy Board has been exhausted, the run will be awarded to interested drivers by seniority.*
- 6. During work hours, three attempts will be made to contact employees. If no response, the staff will move to the next person in seniority.*
- 7. During off hours, the supervisor will call the number(s) the driver has listed on the phone list. It is the driver's responsibility to make sure supervisors have updated and accurate contact information. The driver must call back within five minutes to accept the trip or it will be considered a "PASS." On the weekends the driver will be given ten minutes to call back unless it is an emergency.*
- 8. If a driver gives availability and passes the Daily Vacancy Board three times, he/she will forfeit daily board(s) the rest of the current year unless the trip interferes with the driver's daily schedule.*

ARTICLE 13 SUMMER ROUTES

Fact Finder Recommendation: Change to read as follows:

All summer routes will be posted for bid and awarded by seniority.

Employees within each employee job title will have first right in filling the assignment. If there are no applicants from among the monitors, all drivers will receive consideration in filling the position after all bus driving vacancies have been filled by seniority.

Drivers and monitors who work summer routes without missing any work days will be eligible for an additional personal paid day off to be used during the regular school calendar, except during the blackout periods of the first three weeks and last three weeks.

1. Summer bid sheets must be completed in their entirety. Missing or inaccurate information will result in a forfeited bid.

2. Employees who bid on summer routes must be actively working their full-base schedule at the time the summer route is awarded. Upon being awarded the summer bid, the awarded driver must give notification in order for a Stand-by drivers to be used to cover the start of a summer run for a driver with more seniority who had bid a summer run that starts before their regular AM/PM bid run ends for the school year.

3. In the event any new run is added after the initial bidding is completed, all employees will receive a notification indicating that additional route(s) are available for bid. Message will indicate the bidding procedures. Route will be awarded to the most senior employee who has not been awarded a summer run.

4. Employees will be permitted to bid on more than one summer route as long as any additional assignment does not conflict with another assignment.

5. An employee who calls off from work during their summer bid for other than illness will not be permitted to bid on a summer route the following year. An employee is limited to two days out of work for illness and must present a doctor's note upon return to work. No leaves will be taken during summer runs.

6. If a summer route is deleted, the affected employee will be afforded the opportunity to bump a less senior employee within the employee job title.

7. Employees who express interest in summer work will be required to submit a weekly availability sheet if he/she wishes to be considered for summer fill-in work. This will also include any drivers who may also be performing monitor duties. These assignments will also be bid and awarded as outlined in the first paragraph of this section. Bus washers will only be used after exhausting the weekly availability sheet. In addition, those employees performing work at the transportation department that do not involve transporting students may be used after exhausting the availability list.

8. If a summer route is reduced by 50% or more due to a change in the length of the program, up to and including the first week of the summer schedule, the affected employee will have the right to bump a less senior employee.

ARTICLE 14 ATTENDANCE POLICY

Fact Finder Recommendation: MAINTAIN CURRENT LANGUAGE

ARTICLE 16 UNPAID DAYS AND LEAVES OF ABSENCES

Fact Finder Recommendation: MAINTAIN CURRENT LANGUAGE

ARTICLE 17 PAID TIME OFF

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Fact Finder Recommendation: MAINTAIN CURRENT LANGUAGE except for following:

Holidays - Add - Martin Luther King's Birthday

ARTICLE 18 COMPENSATION

Fact Finder Recommendation: MAINTAIN CURRENT LANGUAGE except:

Wage Increases: MAINTAIN CURRENT LANGUAGE except change to reflect the following:

Retroactive to July 1, 2026, a 3% increase to be applied across the board and in the job rates.

Effective January 1, 2027, a 1% increase to be applied across the board and in the job rates

Effective July 1, 2027, a 4% increase to be applied across the board and in the job rates

Effective July 1, 2028, a 3% increase to be applied across the board and in the job rates

Effective January 1, 2029, a 1% increase to be applied across the board and in the job rates.

6. Overtime

c. Add Martin Luther King's Birthday to holiday list

ARTICLE 19 BENEFITS

Fact Finder Recommendation: Revise to reflect as follows:

Effective 1/1/2027 bi-weekly employee payroll contribution - Single \$27.00; Annually \$540

Effective 7/1/2027 Single \$29; Annually \$580

Effective 7/1/2028 Single \$30; Annually \$600

ARTICLE 20 GRIEVANCE PROCEDURE AND ARBITRATION

Fact Finder Recommendation: MAINTAIN CURRENT LANGUAGE

This is another issue that the parties may choose to discuss at a Labor-Management Committee Meeting

ARTICLE 21 REPRIMAND, SUSPENSION, AND DISCHARGE

Fact Finder Recommendation: Maintain Current Language except:

5m- Failure to immediately report a traffic warning, citation, accident or arrest, or before the employee's next shift, if this occurs during non-working hours.

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 31st day of August, 2026

***Barbara Lichtman
Fact-Finder
Dresher, Pennsylvania***