

BACKGROUND

On March 17, 2026, the Pennsylvania Labor Relations Board (PLRB) appointed the undersigned as Fact Finder pursuant to ACT 88 and the Public Employee Relations Act (PERA) in the impasse between the Chartiers Valley Educational Support Professionals Association (PSEA) (“Association” or “ESPA”) and the Chartiers Valley School District (“District” or “Employer”), for the District’s Nonprofessional Unit employees.

The parties to this dispute have a long collective bargaining relationship, with the unit being organized since 1971. The most recent Agreement between the parties was a multi-year agreement that expired June 30, 2024. The parties have been bargaining since late January, 2024, but have been unable to amicably reach a successor agreement. Specifically, the parties were able to reach tentative agreement on multiple issues early in bargaining, but at some point in 2024, the entire negotiating team of the District, including the Superintendent, the Solicitor and the School Board experienced turnover, with the District indicating it had no interest in recognizing the majority of prior tentative agreements, as well indicating it was extremely interested in pursuing its right to subcontract transportation services, to which the Association was equally adamant in its position of opposition. That being stated, the parties did arrive on tentative agreements on several issues. After an exchange of comprehensive proposals in late 2025 and early 2026, the District declared an impasse and requested fact finding on March 11, 2026, and subsequently, the PLRB granted the request and ordered fact finding. Pursuant to this order, the above listed Fact Finder was appointed on March 17, 2026 to serve the involved parties.

The fact finding hearing was held on April 21, 2026, at 9:30 AM at the Chartiers Valley School District Administrative Building on Swallow Hill Road, Pittsburgh, PA. At that time, the parties were afforded a full opportunity to present extensive testimony, thoroughly question witnesses, and introduce documentary evidence in support of their respective positions. The Association was admirably and professionally represented by Ms. Janine Yodanis of the Pennsylvania State Education Association (PSEA), Pittsburgh, PA offices. The District was

represented in a likewise commendable manner by Ms. Gretchen K. Love, Esquire, of the Campbell Durrant, PC firm of Pittsburgh, PA.

At the conclusion of the hearing, the record closed and the matter is now ready for the within Report of Recommendations.

OVERVIEW/PARTY POSITIONS:

The Chartiers Valley School District is a public school district serving approximately 3,441 (school year 25-26) students covering nineteen (19) square miles, in an area just south/southwest of the City of Pittsburgh, PA. The District has four (4) buildings; a primary school, an intermediate school, a middle school and a high school. The District employs approximately five hundred (500) employees in total, as well as it serves a community population of approximately 30, 000 residents. The bargaining unit involved in this particular fact-finding consists of eighty-three (83) members, and it handles student transportation, custodial work, building maintenance and groundskeeping. The Association points out that the Transportation Department services approximately fifty-eight (58) student bus runs, with approximately fifty (50) employees who can provide student transportation, and with the District possessing the ability to subcontract routes exceeding that number. The Association points out that the unit is uniquely “cross trained”, consisting of full-time, part-time and seasonal employees who routinely cover other department needs.

In arguing its case for a contract that provides a fair and competitive wage, in addition to maintaining sufficient benefit coverage, and most importantly in these negotiations, an opposition to subcontracting of transportation services, the Association points out that the District enjoys a financially sound revenue position, realizing an annual surplus the last ten (10) years, except for 2022. In addition to proposing modest wage increases (including a wage freeze in contract year 2024-2025) and maintaining adequate benefit levels, while also being open to contributing to a reasonable percentage of the employee premium as long as it does not erode any wage increases obtained, the Association proposes inclusion in the successor CBA of items that were agreed upon tentatively with the prior Administration, as many of the

items were either a codification of practices already occurring, or were items that were non-economic and contributed to efforts to recruit and retain employees.

In addition to the above-referenced issues that frequently appear in collective bargaining negotiations, the Association focused much of its presentation of evidence arguing against the proposal of the District to subcontract transportation services. Specifically, the Association notes that the current time period is the first time the unit has faced turnover challenges, resulting out of the prolonged bargaining and the subcontracting threat, with the reduction of the bargaining unit, and particularly the Transportation Department occurring since January, 2024. The Association points out that the bus drivers and aides are ten (10) month part-time employees who are not eligible for health benefits, and that the CBA provides for a minimum of fifty-eight (58) bus runs, with the District already able to subcontract for the remainder of needed bus runs. The Association argues that prior to the threat of subcontracting, transportation staff was stable and reliable. The Association argues that throughout the process of negotiations which included discussions regarding an RFP for subcontracting transportation services, the Association argues that it has pointed out that data presented by the District is fundamentally flawed and will not result in cost-savings, while presenting its own set of data to support its position that subcontracting is more expensive. The Association argues that a fair “apples to apples” comparison has not occurred, more specifically, the RFP presented by the outside contractor envisions purchasing new busses over a seven (7) year period is unnecessary and inflates costs, as to keep services in-house would not entail these expensive purchases.

The Association concludes that any transportation staffing challenges that the District are facing are temporary and brought on by prolonged bargaining and the threat of subcontracting. The Association argues for a fair contract to improve morale and help recruit and retain staff, as well as it believes that the parties can work collaboratively to improve efficiencies throughout the term of the contract.

The District contends that anticipated significant economic challenges in upcoming years, specifically a combination of declining revenues such as the tax base, and uncertainty

surrounding governmental funding, creates a scenario that the District must critically evaluate its future spending. The District points out that it already has embarked upon a concerted effort across all bargaining units to control its personnel costs. These efforts include a recent reduction in staff; curtailment of District programs; and consolidation of administrative positions. While the District is amenable to explore all cost-cutting measures, it has advanced reasonable personnel and subcontracting of transportation services proposals in order to reverse the trend of ballooning expenditures. More specifically in regards to finances, the District points out that it does not anticipate any increases in local real estate tax revenue, and it reminds the Fact Finder that it has previously raised millage to the ACT 1 Index, with no plan to increase it in the next few years. It also points out an anticipated decrease for 2026-2027 in PILOT (Payment in Lieu of Taxes) payments; or no changes in State or Federal revenue due to unknowns, and lack of the State Budget being passed. The District points out anticipated expense increases due to debt service payments, as the current debt service is over five (5) million dollars annually; that health insurance rates and well as special education costs are increasing; as well as PSERS contributions, contractual wage obligations, as well as other “unknowns” pertaining to collective bargaining agreements must be taken into consideration. To that end, the District argues that its proposals of changing the employee contribution amount to their health benefits plan to a percentage of premium is reasonable, as well as competitive with other neighboring districts. Additionally, the District contends that it is offering a reasonable and generous wage package to non-transportation employees, with the ability to offer this if it is able to subcontract transportation services.

The District, while focusing at all times on providing students with the best possible education, also recognizes its obligation to serve as responsible stewards of public funds. While the District points out that it has presented subcontracting proposals that would result in substantial savings, the District also asserts that the Association refuses to recognize savings, as well as even discuss the subject. The District points out that the workforce associated with the Transportation Department is dwindling, along with the aging/deterioration of its transportation fleet. The District points out that as of April 2026, there exists five (5) open bus driver positions as well as five (5) drivers are currently on leave; as well as two (2) open

mechanic positions exist. The District argues that included in cost savings associated with subcontracting, are elimination of on-going maintenance issues, adjusted State subsidy reimbursements, and reduced detrimental impact on students and families because of current required early dismissals and extended travel time to/from school for students. Finally, the District opposes inclusion in the CBA of any previous tentative agreements reached with the prior Administration.

OPEN ISSUES

The District identified the following issues remaining in dispute and open at the time of the fact finding hearing. The Association argued that many of the items that the District considered to be open were part of tentative agreements reached early-on in negotiations with the prior District Administration. Given that a complete turnover in the negotiation team of the District has occurred, including the Superintendent, the Solicitor and the Board, who will ultimately vote on whether to accept or reject this Report, I cannot conclude that those items that may have been tentatively agreed upon with negotiators who are no longer party to this dispute, are considered “closed”. Therefore, I have determined the following to remain as “open issues” and will be evaluated on their individual merit based on the hearing evidence and argument presented:

1. ARTICLE II- DURATION
2. ARTICLE III- MANAGEMENT RIGHTS (multiple)
3. ARTICLE VII- ASSOCIATION RIGHTS AND PRIVILEGES
4. ARTICLE VIII- WAGES AND SALARY (multiple)
5. ARTICLE IX, Section B.- OTHER BENEFITS (Health Care Insurance)(multiple)
6. ARTICLE X, Section A.- HOLIDAYS
7. ARTICLE XI- VACATION (multiple)
8. ARTICLE XII- SICK LEAVE
9. ARTICLE XIII- PERSONAL BUSINESS LEAVE
10. ARTICLE XVII- MATERNITY/CHILDBEARING LEAVE (multiple)
11. ARTICLE XVIII- HOURS OF WORK (multiple)
12. ARTICLE XIX- OVERTIME (multiple)
13. ARTICLE XX, New Section- PHYSICAL EXAMINATIONS AND TESTS
14. ARTICLE XXII- SENIORITY-PROBATIONARY PERIOD
15. ARTICLE XXV, Section B.- PROMOTIONS AND VACANCIES (multiple)
16. NEW ARTICLE- SUBCONTRACTING PERTAINING TO FIELD MAINTENANCE

DISCUSSION AND RECOMMENDATIONS

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

1. The reliable and credible testimony provided; the evidence presented at the fact finding hearing and further clarifications given to questions of this Fact Finder.
2. The expired collective bargaining agreement.
3. Comparisons of unresolved issues relative to the employees in this bargaining unit and how those issues related to other districts and employees doing similar work, giving consideration to factors peculiar to the Chartiers Valley School District.
4. The interest and welfare of taxpayers and the ability of Chartiers Valley School District to finance and administer the Recommendations proposed.
5. The understanding that each individual issue has been reviewed for its relative individual merit; at the same time each individual issue has also been reviewed with consideration given to whether or not it appropriately fits into the collective bargaining agreement created through this process.

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 of its issuance, 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 parties.

ARTICLE II- DURATION

Association and District Position:

The District submitted wage and benefit proposals reflecting a six (6) year agreement, commencing in 2024-2025. The Association indicated a preference of a minimum of a four (4) year agreement, with a willingness to enter into a six (6) year agreement, provided the terms are reasonable and fair.

Recommendation and Rationale:

As both parties seek the stability of a six (6) year agreement, provided the overall terms are acceptable and reasonable, I recommend adoption of a six (6) year term of Agreement, spanning July 1, 2024 through and including June 30, 2030.

ARTICLE III- MANAGEMENT RIGHTS

District Position:

The District proposes to add language providing for the unilateral right to subcontract its transportation services and field maintenance services. As indicated above in this Report, the District has cited cost savings; a desired reduction of the negative impact upon students and families; staffing shortages; and an aging fleet of busses as its reasons for subcontracting transportation services. The District has presented details of an RFP from one particular bus transportation vendor, as well as a detailed cost analysis for a seven (7) year contract with a vendor, which it contends is financially sound, and in fact beneficial to the District.

Additionally, the District proposes to add language providing for the unilateral right to subcontract its field maintenance services. The District argues that this proposal would serve to codify the existing practice of supplementing the regular bargaining unit workforce, and furthermore, the District points out that these duties predominantly involve grass cutting/leaf blowing/weed whacking/tree trimming, occurring when the District does not believe the current staff complement is able to compete these tasks.

Association Position:

The Association is vehemently opposed to addition of language to this Article which would grant the unilateral right to subcontract transportation and field maintenance services. Similar to the District presentation of argument and information, the Association contends that subcontracting transportation services will result in a more expensive venture than using current employees, as well as it points to specific problems and dangers that have been reported with using outside vendors to provide these services. The Association argues that any problems experienced have only occurred due to the threat of subcontracting, and that current staff have utilized their flexibility and “cross training” to work together to fill in gaps due to vacancies and employees being out on leave.

Additionally, the Association argues that outsourcing field maintenance work would have a negative effect on staff, as well as a reduction in available job opportunities. The Association argues that the District has not recruited and advertized for vacancies in an aggressive and proactive manner, and it also points out that prior subcontracted work has been limited in scope to a few project-based assignments. Finally, the Association points out that the current CBA language of Article XXV provides that the District has flexibility, in limited circumstances when a vacancy in transportation occurs, and recruitment efforts fail, to subcontract a bus run.

Recommendation and Rationale:

Without doubt, the issue of subcontracting, specifically the unilateral right to subcontract transportation and field maintenance services, is the primary issue of these contract negotiations. This Fact Finder has been presented with volumes of information from both parties in support of their respective positions. This Fact Finder has carefully focused on the oral presentations as well a review of the pertinent documents, in the short span of time allotted before this Report is due. Based on that, I note several observations. For one, both sides make compelling and convincing arguments for their respective positions, arguments which require projections into the seven (7) year future, a future that includes several unknowns, specifically how many bus driver retirements or transfers will occur, as well as

whether any drivers will suffer any long term absences; how many vacancies will be backfilled; how long will the life span be of a particular bus; whether the cost of a new bus purchase will increase; will current maintenance costs/experiences exceed estimates or not; whether the number of students transported will change; whether the State subsidies formula will ever change over seven (7) years; or whether the PASBO study is reliable, which the Association avers it is not, in some areas. And these items are only a tip of the iceberg of the arguments for and against subcontracting that were presented, and/or are recognized by this Fact Finder.

It is also recognized that the RFP documents for subcontracting transportation services were initiated in December, 2025 prior to rising fuel and inflation costs. There was also undisputed testimony that the costs involved in purchasing new busses has increased in that time span. While the vendor proposes to purchase new busses over the seven (7) year contract life span, it is anyone's guess as to what the cost of busses will be when the purchase(s) actually occur.

As far as disputed argument and evidence, the parties disagree as to whether a new fleet of busses will need to be purchased over the period, a disagreement that significantly affects the cost figures presented. This in turn affects whether a true and valid comparison and analysis can occur. The parties also disagree, with supporting evidence, as to the reliability and safety of the vendor and vendor-provided services. While the District presented anecdotal evidence of the current issues and challenges it faces as it concerns primarily student and parent delays, the Association presents its perspective of the reasons for these situations, primarily staffing needs not being met by the District. The Association challenged whether the inclusion of dental benefit costs in the calculations of current staff costs was valid, and the parties were in dispute as both presented differing methods of calculating transportation expenses, whether to be divided by total student count or total students transported. There were also questions raised as to whether the cost of the vendor is based on rates per hour or rates per bus run.

For this Fact Finder to recommend adoption of the District proposal carte blanche as stated, I would be seriously ignoring the opportunity of the Association to at least raise

legitimate concerns whenever the District unilaterally seeks to subcontract any or all of its transportation services. I also understand the vehement opposition to adoption of this proposal as written, based on the questions raised at fact finding, as well as the possible elimination of a significant portion of the bargaining unit in one fell swoop without question.

On the other hand, to recommend the Association proposal in total, that is the rejection of the District proposal, ignores the District responsibility to be a responsible steward of the community and Commonwealth funds entrusted to them, as well as the overall limited right to manage operations, again in a responsible and fiscally sound manner. While I recognize the current language provides for subcontracting transportation services in a limited fashion, I also recognize the operational difficulties in administering the language of Article XXV, especially in light of the first sentence "...Whenever a vacancy occurs, the District shall determine whether the vacancy is to be filled...", which confers the right as to whether to proceed through the remainder of Article XXV provisions.

Based on all the above facts and arguments presented, I recommend adoption of language in Article III Management's Rights, as follows:

"The District may contract/assign bargaining unit work in the Transportation Department, subject to the limitations, processes and provisions delineated in Appendix B."

The District also proposes, and which the Association opposes, codification of the practice of grass cutting, weed whacking, leaf blowing and tree trimming. In similar manner to the Recommendation on Transportation services, and in recognition of the facts presented by both parties, including the undisputed fact that certain services have already been subcontracted, and that the District desire is to supplement and not replace current staff for work that it cannot complete, I recommend, in conjunction with this Recommendation, that the parties adopt the language of a New Article, included as the last recommendation of Articles in this Report.

No other changes to Article III are recommended.

ARTICLE XII, Section E.- ASSOCIATION RIGHTS AND PRIVELEGES

Association Position:

The Association proposes to include/modify language to reflect the current inability to collect fair share dues, while also providing a clause to maintain fair share deductions, should the law change in the future to allow collection of fair share monies.

District Position:

The District agrees that deleting current language regarding collection of fair share is appropriate, however, it opposes adding language pertaining to whether the law would change in the future favor of collecting fair share dues. The District adds that if the law changes, the District will comply with the law.

Recommendation and Rationale:

As the District correctly states that if the law changes in the future, that it will comply with law, I see no need to add a clause to the CBA regarding what may or may not potentially occur. It is also appropriate to delete outdated language pertaining to collection of fair share monies. Therefore, I recommend adoption of deleting Section E. Fair Share of the current CBA, subsections 1. and 2. , and renumbering the subsequent subsections. I recommend rejection of the Association proposal to add language pertaining to possible future law changes in the area of Fair Share.

ARTICLE VIII, Section E.- WAGES AND SALARY

Association Position:

The Association proposes to clarify the current practice that employees in Head positions will not have their rate of pay reduced when they cover shifts in their Department.

District Position:

The District opposes this proposal, as it potentially affects the overall economic package proposed by the District and it is not needed, especially if the District has the ability to subcontract transportation positions.

Recommendation and Rationale:

As there was no dispute at the hearing that the current practice and application of the CBA does not provide for a reduction in pay in these instances, I recommend adoption of the Association proposal as follows:

Add the following sentence at the end of the current Section E.:

“It is understood that employees in Head positions shall maintain their rate of pay for all work within their classification.”

ARTICLE VIII, WAGES AND SALARY

Association Position:

The Association proposes a one year wage freeze in the first year as a significant compromise package to reach a fair settlement. The Association proposes a 3.97% raise in all the subsequent years each, as a bare minimum needed to recruit and retain staff and cover expenses with the rising cost of living, as well as to remain competitive with the increases obtained in other units at the District. The Association proposes full retroactivity of the raise granted in 2025-2026.

District Position:

The District proposes a wage freeze in the first year, followed by 3.50% raises in the subsequent years each. The District opposes full retroactivity, with the raises provided in year 2025-2026 upon the parties’ ratification. The District, in light of its proposals and communicated intent to pursue contracting out of transportation services, offers its wage increase proposal solely to non-transportation bargaining unit employees.

Recommendation and Rationale:

Unlike many previous negotiation processes that this Fact Finder is most familiar with, the parties' wage proposals are relatively close in percentages, the main difference being the matter of retroactivity in 2025-2026, as well as the raise in what is the terminal year of the Agreement, whether the fifth(5th) or sixth (6th) year.

I am well aware of the positions of the parties regarding retroactivity. The District argues that retroactivity should not be provided until the unit ratifies the entire CBA. The Association argues that the length of the negotiations process cannot be held against the members, and they should not suffer consequences as a result of the established process that involves both parties. The District stresses that its position on other Articles, specifically rejecting Association proposals that could increase economic costs, is tied to its overall wage proposal, which it considers as generous. The Association stresses that in view of what an employee's actual take home pay will be in consideration of what an employee will pay for health care benefits, their wage proposal is fair and competitive.

Upon careful analysis of the parties' financial arguments and presentations, and in consideration of how the Recommendation in this Article is closely related to the Recommendation in the area of health care benefit contributions vis-à-vis the amount of net pay employees receive, as well as the recommendations to follow on other proposals which contain economic consequences, I make the following Recommendation to be adopted:

2024-2025- 0%.

2025-2026- 3.50% increase to all bargaining unit members, retroactive to January 1, 2026.

2026-2027- 3.97% increase to all bargaining unit members, effective July 1, 2026.

2027-2028- 3.97% increase to all bargaining unit members, effective July 1, 2027.

2028-2029- 3.97% increase to all bargaining unit members, effective July 1, 2028.

2029-2030- 3.97% increase to all bargaining unit members, effective July 1, 2029.

ARTICLE IX, Section B. a.- OTHER BENEFITS

Association Position:

The Association understands that the cost of health care is rising at an unpredictable and uncontrollable rate. While the Association is not opposed to a change to percentage of premium payments for unit members, it is opposed to the proposed escalating percentage of premium proposed by the District. Again, the Association stresses that the amount of net pay for employees is eroded, if the District proposal is adopted. The Association also argues for parity with the cost-sharing that the other ESPA unit in the District recently agreed to. Additionally, the Association opposes a change from negotiating a change to an alternative health care plan to a meet-and-discuss.

District Position:

The District references neighboring districts and the percentage of health care premiums that have been agreed to, in proposing the increase it presents. The District argues that the proposal it presents is required in order to attempt to combat the District cost in obtaining fair health care benefits at a reasonable cost to employees through the Consortium that it currently obtains. The District also proposes to change language requiring negotiations, to meet-and-discuss with the Association over the possible implementation of an alternative health care plan, should it become available.

Recommendation and Rationale:

Again, in consideration of the undisputed uncontrollable rise in costs of benefits, as well as in consideration of the total CBA package recommended in this Report, especially the Wage and Salary Recommendation, I recommend adoption of the following:

2024-2025- No change to current contribution.

2025-2026- No change to current contribution.

2026-2027- 3.00% of premium contribution.

2027-2028- 3.50% of premium contribution.

2028-2029- 3.75% of premium contribution.

2029-2030- 4.00% of premium contribution.

Additionally, while it was not presented in either parties' proposals in subsection a., if the Wellness Reward program is still in effect, it not unreasonable to charge a higher commensurate premium contribution to those employees not participating in the program.

Finally, I recommend rejection of the District proposal to change negotiations to meet- and –discuss if an alternative health care option can be obtained.

ARTICLE X, Section A.- HOLIDAYS

Association Position:

The Association proposes adding two (2) Holidays (Thanksgiving Day and Christmas Day) for part-time employees, citing it as a modest benefit at a modest cost.

District Position:

Citing the proposal as an economic issue that the District is not interested in assuming additional economic costs, as well as citing that rejection of this proposal is tied in to the overall District wage proposal, the District opposes adding two (2) holidays for part-time employees.

Recommendation and Rationale:

As the proposal would in fact contribute to higher personnel costs, and as no major problem in the current allotment has been shown, specifically, no issues with recruitment or retention of part-time employees, I recommend rejection of this proposal. I note part-time employees currently receive paid time off in lieu of holiday and sick days.

ARTICLE XI- VACATION

Association Position:

The Association proposes that new full-time hires receive one week of prorated vacation time in their first year of employment. The Association argues that this benefit would improve recruitment efforts, as well as it eliminates a challenge for employees to have to work a year in order to enjoy paid time off in the form of a vacation.

District Position:

The District argues that no change to the current language is needed, as there are no issues regarding the recruitment of full-time employees. The District adds that to recommend the Association proposal would entail economic increases.

Recommendation and Rationale:

While I appreciate the argument of the Association of the challenge for new hires to have to wait at least a year to enjoy a vacation, I credit the District position that there are no problems in the area of full-time employee recruitment, as well as it represents an economic cost increase. Therefore, I recommend rejecting the Association proposal in this area.

ARTICLE XI, Section D. VACATION

Association Position:

The Association proposes elimination of the sentence in this section requiring full-time employees eligible for vacation to take at least one week off between July 1 and the last week prior to opening of school. The Association argues that this provision has not been enforced in years, as well as it reminds this Fact Finder that summer staffing in many areas is required, and the provision also causing hardships for employees who only receive one week of vacation.

District Position:

The District had no proposal regarding this area, however, it cited the desire to have more flexibility in vacation scheduling throughout the year.

Recommendation and Rationale:

Hearing no formal objection to this proposal, as well as hearing no dispute that the provision has not been enforced in many years, I recommend adoption of the Association proposal, that is, deletion of the first sentence in its entirety in this Section, as it pertains to the requirement to take a vacation during the referenced period of summer for twelve month employees.

ARTICLE XI, New Section F.- VACATION, entitled “Summer Schedule”

Association Position:

The Association proposes adding a new Section to the Article regarding summer scheduling for full-time custodians and maintenance employees to allow for working four (4) days a week, with the waiver of overtime for hours worked beyond eight (8) hours. The Association argues that this has been successfully implemented in the past and has no economic impact.

District Position:

While the District argues that this proposal infringes upon managerial rights to direct the operations, it indicated an openness to consider the proposal if it applied to all full-time employees.

Recommendation and Rationale:

I recommend the parties adopt this concept, first as a Pilot Program for the summer of 2026, and only if the parties are in agreement, this provision will extend through the life of the Agreement. If the parties are not in mutual agreement, the Pilot program ends after the summer of 2026. The parties are to meet and discuss and develop full parameters of the program, with the program applying to all full-time employees, utilizing the language as

proposed by the Association as foundation, with the below recommended modifications to the Association language:

“F. Summer Schedule-(2026 Pilot)

For the period beginning at the end of the student school year and continuing until the beginning of the work year for teachers, all full-time employees may work four (4) ten (10) hour days either Monday-Thursday or Tuesday-Friday, subject to the District’s ability to maintain efficient operations. (i.e. every full-time employee cannot choose the same sequence of dates, rendering the District without proper coverage on a particular day) This shall exclude the week of July 4 during which time all staff shall work four (4) eight (8) hour days due to the holiday.

Staff agrees to waive and shall not receive overtime pay for hours worked beyond eight (8) hours when employees are working a ten (10) hour day under this provision. A grievance shall not be filed under this section citing Article XIX Overtime. In the event the two (2) time periods require staff balancing, assignments will be made on a seniority basis. “

ARTICLE XII- SICK LEAVE

Association Position:

The Association proposes to add language pertaining to new hires and their ability to use Sick Leave within their first sixty (60) days of employment, as well as clarifying the existing first-year proration of leave. The Association argues that this provision would enhance recruitment efforts.

District Position:

The District opposes the Association proposal, as it potentially would increase costs, as well as the District points out that it has no recruitment issues.

Recommendation and Rationale:

Not seeing evidence presented in difficulties in recruitment, nor individual new hire employee problems with current language, I reject the adoption of the Association proposal.

ARTICLE XIII-PERSONAL BUSINESS LEAVE

Association Position:

The Association proposes an increase from two (2) to three (3) days as the number of Personal Leave days to which a twelve (12) month employee is entitled.

District Position:

The District opposes this increase in days, as it would result in higher economic costs.

Recommendation and Rationale:

Again, as the proposal contains an economic cost that is included in the District overall salary and wage proposal, and as no problems within the current allotment have been cited, I recommend rejection of the Association proposal.

ARTICLE XVII- MATERNITY/CHILDREARING LEAVE

Association Position:

The Association proposes updates to the leave language in this Article, including renaming the leave to reflect the leave available to both genders. The Association points out that the proposal maintains the current provision allowing up to one year of leave, with no change in that entitlement length proposed.

District Position:

The District opposes any change to the current language of the Article. The District argues that to adopt the proposal expands a current FMLA benefit, as well as it would impact the District ability to manage.

Recommendation and Rationale:

In examining the current CBA language, as well as the language in the relevant Articles of other contracts entered as Exhibits affecting District employees, I note no expansion in the Association proposal of length of leave, but I do note an expansion in the terms referring to “Child rearing leave” without adequate explanation or supporting evidence. I also note a variation in the languages pertaining to this Article amongst the CBA’s presented as Exhibits for District employees. Without further explanation of problems encountered with the current language, as well as finding unchanged references to “she” only in the Association proposal, I do not find the Association argument convincing enough to compel me to recommend adoption of their proposal. Therefore, I recommend rejection of the Association proposal in total, including re-naming it, on Maternity Leave, Article XVII.

ARTICLE XVIII, Section J.-HOURS OF WORK

District Position:

The District proposes to eliminate the ability for up to five (5) unpaid absences to occur without supervisory permission. In regards to addressing the Association proposal as indicated below, the District is opposed to providing up to three (3) flexible instruction days for bus drivers and bus aides when in –person school is cancelled, as the proposal would increase economic costs, as well as it is tied in to the District intent to subcontract transportation services.

Association Position:

The Association proposes for up to three (3) flexible instructional days for bus drivers and aides to have an opportunity to receive compensation on remote learning days. The Association did not comment on the District proposal to eliminate the five (5) unpaid absences provision.

Recommendation and Rationale:

I understand the Association proposal to enable bus drivers and aides to receive compensation on an otherwise no-pay day when remote learning days are declared. I also understand that economic consequences to the District attach to payment for these days. Not hearing of specific problems associated with the current language of Section J., I do not recommend adoption of either parties' proposals, rather I recommend retaining current language in Article XVIII, and rejection of both parties' proposals.

ARTICLE XVIII, Section C.- HOURS OF WORK

Association Position:

The Association proposes a language change in this Section that reflects the current scheduling patterns and practices for Custodians at the four (4) specific schools in the District.

District Position:

The District opposes the Association proposal to change language to reflect current scheduling, as it would restrict the District's ability to schedule otherwise in the future, if so desired.

Recommendation and Rationale:

The District argument that a change would restrict management discretion to adjust schedules is compelling. While the current practice may reflect what the Association proposes,

to codify that schedule for the following years would unreasonably restrict the District's future discretion. Therefore, I recommend rejection of the Association's proposal.

ARTICLE XVIII, Section D.-HOURS OF WORK

Association Position:

The Association proposes a change to the language, including deleting subsection 1., in order to reflect current work day practice and to ensure consistent understanding and application.

District Position:

The District opposes any changes to the current language stating that no changes or clarifications are required.

Recommendation and Rationale:

Lacking any evidence or argument that the current language causes problems for either party, I recommend rejection of this Association proposal.

ARTICLE XVIII, Section G.- HOURS OF WORK

Association Position:

The Association proposes language clarifying that the District cannot utilize flex time to replace overtime, nor can an employee flex shifts according to individual preferences.

District Position:

The District opposes the proposed language addition, as it would eviscerate the District's ability to adjust work schedules.

Recommendation and Rationale:

Once again, without anecdotal evidence of difficulties experienced by either or both parties with current language, I recommend rejection of the Associations’ proposal.

ARTICLE XIX, Sections A. and B.- OVERTIME

Association Position:

The Association proposes to include in Section A. holidays that occur on Mondays to be counted as time worked, and included in the occasions for which overtime is paid. The Association also proposes to add language in Section B. that provides a reasonable standard for when mandatory overtime can be used, as well as it proposes a CBA-provided method for how mandatory overtime is distributed, namely in reverse seniority order.

District Position:

The District opposes the Association proposal in Section A. as an issue that will increase overall costs. The District opposes the Section B. proposal, as it restricts the District’s managerial authority and flexibility.

Recommendation and Rationale:

As no anecdotal evidence was presented to indicate operational problems or otherwise with the current language, as well as the District position that increased costs will result from the Association proposal, I recommend no change to current Overtime language, and rejection of both of the Association proposals.

ARTICLE XIX, Section D. OVERTIME

Association Proposal:

The Association proposes to differentiate between extra work, as it pertains to transportation duties, facilities duties, and parking duties, work that is performed at special

events and may arise from time to time. The Association contends that no clear provisions currently exist for the awarding of extra work, and a fair seniority rotation needs to be provided that reflects the current practice. The Association adds that no economic impact results from its proposal, with overtime being utilized last.

District Position:

The District opposes changes in the current language that addresses assigning Transportation Department work, based on its position of seeking the ability to subcontract transportation duties. Additionally, the District seeks to retain flexibility as exists in the current language.

Recommendation and Rationale:

The Association contends that its proposal generally reflects current practice, in that it establishes a fair seniority system for obtaining extra work. I appreciate the District position regarding transportation employees, as well as I appreciate that no evidence was introduced to support there are problems with the current language. The Association contends that its proposal reflects current practice. The Association argues that the system establishes fair seniority practices. The Association points out that overtime coverage is rarely affected, as it is a “last resort. “ The proposal as crafted indeed place some minor limitations on the District’s flexibility in assigning work. The Association proposal as written presents difficulties by specifying exact time frames (extra trips between 8:45 AM and 2:15 PM/....any trip that occurs before 4PM...”) without consideration of any flexibility or change. These time frames are not included in current CBA language.

Based on the above factors, I recommend the current language remains intact, with no change at this point. However, I also recommend that the parties meet and discuss prior to the 2026-2027 school year to develop a Memorandum of Understanding (MOU) reflecting the current practice, as the Association avers, with any additional provisions agreeable to the parties. Upon successful creation of the MOU, I recommend that MOU replaces Section D., subsections 1. through 4. in the CBA by the start of the 2026-2027 school year. Should the

parties fail to successfully create an MOU regarding extra work assignments, the current language shall remain unchanged through the life of the Agreement.

ARTICLE XX, Section C. -PHYSICAL EXAMINATIONS AND TESTS

Association Position:

The Association seeks to incorporate language from an MOU which caps compensation for new bus driver training at fifty (50) hours. The Association also proposes to add language that clarifies the current practice that related costs are covered by the District for all required certifications.

District Position:

The District does not oppose rolling the referenced language of the MOU into the CBA.

Recommendation and Rationale:

As no objection to the Association proposal exists, and as it reflects current practice, I recommend the following language be added at the very end of Section C., as proposed by the Association:

“...when the training is successfully completed and shall be capped at fifty (50) hours. Employees shall be paid at their hourly rate and the District shall cover all other costs related to required certifications, including but not limited to the pool license and pesticide certification. “

ARTICLE XXII, Section A.4.-SENIORITY-PROBATIONARY PERIOD

Association Position:

The Association proposes to delete language under Section A.4. which states that probationary employees are not eligible to receive benefits during the initial sixty (60) calendar days of employment. The Association argues that the current practice is to provide these

benefits; that recruitment efforts will be enhanced; and that to provide benefits aligns with the ACA standards and considerations.

District Position:

The District opposes this proposal as adding to its economic obligations, as well as it argues that it does not experience recruitment problems.

Recommendation and Rationale:

As there has been no dispute to the claim that the current practice is to provide these benefits, as well as the overall application, based on current unit members in this situation being relatively few, would result in minimal economic impact to the District, I recommend adoption of the Association proposal to delete the second paragraph of this Section of Article XXII. This Recommendation will also affect Article IX, Section G. language, with the recommendation of deletion of that Section.

ARTICLE XXV, Section E., PROMOTIONS AND VACANCIES

District Position:

The District proposes to eliminate the language from this Section which requires the District to hold out for bid a minimum of fifty-eight (58) runs, before it may consider contracting out runs. The District seeks this elimination in conjunction with its proposal to subcontract transportation services.

Association Position:

The Association opposes elimination of this language that provides for a minimum amount of runs each year before the District can contract out runs. The Association opposes the concept of subcontracting out bargaining unit work.

Recommendation and Rationale:

I am keenly aware of and appreciative of the positions of both parties. The Association is satisfied with the current minimum number, as it serves to protect bargaining unit work, while allowing the District some degree of flexibility in managing its operations in an efficient manner of service to the students, parents and in recruiting and maintaining an effective, available and efficient workforce. The District seeks flexibility and the right to manage in a most financially sound manner, while, again, providing adequate and seamless service. I am also keenly aware that this proposal is closely related to the proposal of the District to subcontract all these services, and that the current combination of a minimum of fifty-eight (58) bargaining unit runs with contracted runs may or may not be the most economical or efficient manner of operations. Based on consideration of all these factors, I recommend a reduction from fifty-eight (58) to fifty (50) as the number of minimum runs to be held out for bid before the District can consider contracting other runs. Again, this number represents a minimum number, which can be adjusted upwards, based on the District's discretion.

ARTICLE XXV, Section E. - PROMOTIONS AND VACANCIES

Association Position:

The Association proposes to add language that updates the modes of advertising vacancies. Specifically, the Association refers to CBA language in other unit Agreement that reflect the appropriate hiring platforms that adequately reach the full pool of potential applicants.

District Position:

The District does not oppose changes to language that will enhance vacancy advertisement efforts.

Recommendation and Rationale:

Given the parties mutual desire to reach the full pool of potential applicants for its vacancies, I recommend adoption of the Association proposal, with language changes in this Section as proposed by the Association.

ARTICLE XXVI-(NEW)- GROUNDKEEPING BARGAINING UNIT WORK

District Position:

As indicated earlier, the District proposes to codify the existing practice of supplementing current bargaining unit work in this Department. The District does not seek to erode bargaining unit work, but only to supplement current staff, when the current complement, for multiple legitimate reasons, cannot accomplish the task.

Association Position:

The Association opposes any erosion of its bargaining unit work. The Association does not contest the position that previously/currently, certain tasks in this Department are contracted.

Recommendation and Rationale:

Based on all the considerations and arguments previously presented, I recommend the following be incorporated into a new Article of the CBA:

“The District is permitted to use third party vendors, in accordance with practice, to supplement the Facility Maintenance/Groundskeeping work performed by the current bargaining unit. This use is permitted where it is of a limited duration and where/when existing bargaining unit staff is unable to complete the assigned work in the manner desired by the District. It is understood that the intent of this use of third party vendors is not to eliminate or replace bargaining unit positions, and the use of these vendors in this manner will not result in furloughs to bargaining unit members, nor a reduction of Groundskeeping crews or bargaining unit positions in this Department.”

APPENDIX A

SALARY SCHEDULES

CVESP WAGES	23-24	24-25	25-26	26-27	27-28	28-29	29-30
		0%	*3.50%	3.97%	3.97%	3.97%	3.97%
SKILLED TRADE	29.70	29.70	30.74	31.96	33.23	34.55	35.92
SKILLED TRADE PLUS	30.70	30.70	31.77	33.03	34.34	35.70	37.12
CUSTODIAN	25.50	25.50	26.39	27.44	28.53	29.66	30.84
HEAD CUSTODIAN	29.70	29.70	30.74	31.96	33.23	34.55	35.92
MECHANIC	30.70	30.70	31.77	33.03	34.34	35.70	37.12
HEAD MECHANIC	34.70	34.70	35.91	37.34	38.82	40.36	41.96
BUS AIDE	18.00	18.00	18.63	19.37	20.14	20.94	21.77
DRIVER	29.70	29.70	30.74	31.96	33.23	34.55	35.92
HEAD BUS DRIVER	34.70	34.70	35.91	37.34	38.82	40.36	41.96
NON –CDL VAN DRIVER	22.15	22.15	22.93	23.84	24.79	25.77	26.79

- **Effective January 1, 2026.**

APPENDIX B (NEW)

TRANSPORTATION DEPARTMENT SUBCONTRACTING PROCEDURES

1. The District may contract Transportation Department bargaining unit work subject to the express limitations set forth in this Appendix.
2. The District shall not contract/assign Transportation Department bargaining unit work except for legitimate operational reasons resulting in reasonable cost savings and/or improved delivery of services.
3. The District shall provide the Association with as much advance notice as possible of a proposed contract/assignment of Transportation Department bargaining unit work outside of the bargaining unit.
4. When the District proposes to contract or assign work as indicated in #2 and #3 above, the District will meet and discuss with the Association over the reasons for the proposed assignment/contract. At this meeting, the District will provide all of the then-known information and data it has to support a claim of reasonable cost savings and/or improved delivery of services. The Association shall have opportunity to provide alternative methods to obtaining the District's desired result. The Association shall also have opportunity to provide all of its then-known information and data to support its position of providing alternative methods as referenced.
5. The entire process from initial meet and discuss and presentation of the District's rationale and data to the Association, to the presentation of the Association of its alternative methods, data and rationale will not exceed twenty (20) calendar days, and shall not be unreasonably delayed.
6. If at the conclusion of the twenty (20) day period (or if the process ends sooner) and the District decides to proceed with the contract/assignment, it shall provide written notice to the Association of its intent to proceed with the contract/assignment of work.
7. In the event that the Association, upon receipt of notification of the District's desire to implement the contract/assignment of work, disagrees that the contract will result in reasonable cost savings and/or improved delivery of services, the

Association may within three (3) calendar days of receipt of the District's intent to proceed, request in writing that the matter be presented expeditiously before a panel of arbitrators, one from the District and one from the Association, as well as one qualified neutral arbitrator. The selection of the neutral arbitrator shall be conducted in accordance with the parties' current selection process.

8. The matter to be determined by the panel of arbitrators is solely whether the proposed/implemented contract/assignment of work will result in reasonable cost savings and/or improved delivery of services. The arbitration hearing shall be held within twenty (20) calendar days of the date of the selection of the neutral arbitrator, and the parties' selection of their respective arbitrator, and the panel shall have fifteen (15) calendar days from the closing of the record within which to render a written award.
9. The panel's authority shall be strictly limited to a determination of the reasonableness of cost savings and/or the determination of improved delivery of services. The burden of proof shall rest with the District to establish that reasonable cost savings and/or improved delivery of services have been/will be obtained.
10. The panel shall have no other authority to determine any other issue, and its award shall be limited to whether the contract/assignment of work results in a reasonable cost savings and/or improved delivery of services, and the contract/assignment of work may continue; or whether the Association has shown otherwise, in which the panel is authorized to render an appropriate remedy. The decision of the panel of arbitrators shall be final and binding, as it pertains to the issue at hand.
11. All time provisions indicated above may be extended or shortened by mutual written agreement of the parties.
12. All costs associated with the services of the neutral arbitrator shall be shared on an equal basis.
13. The parties agree and fully understand that the terms of this Appendix represent the results of negotiations conducted under and in accordance with the Public Employee Relations Act.

14. The parties agree that where a subcontract or assignment of bargaining unit work in accordance with this procedure occurs, and if a current bargaining unit member suffers a layoff or loss of work due to this contract or assignment of work, that affected member will receive priority consideration for any other vacancy, full-time or part time that is to be posted and filled by the District, for which the unit member is qualified and available. This provision supersedes any other contractual provision that provides for recall or placement, etc. and will be in effect for three (3) calendar years from the layoff/loss of work, unless mutually extended in writing by the parties.

ALL OTHER MATTERS

Any other matters not specifically addressed are recommended to be **withdrawn**. Additionally, any tentative agreements made prior to the commencement of Fact Finding that are not specifically addressed in this Report are recommended to be **included** in the new Agreement.

April 27, 2026

Allentown, PA

Respectfully submitted,

Larry Cheskawich, Arbitrator/fact finder
