

A. Article 8 - Job Vacancies and Bidding

1. Section 1.

Amend second sentence to include “work location” and add new sentence:

Employees will not be forced permanently from their assigned building(s) if there are volunteers willing to transfer.

2. Section 2.

Change the first sentence by replacing “senior” with “most qualified” and add a new sentence before the last sentence:

An employee’s time in his or her position shall be weighted higher than someone who has more overall seniority.

B. Article 10 - Employee Classifications

Amend Section 5, Resident Employees, to read as follows:

Section 5. Resident Employees. The AHA may continue to utilize resident employees to pick up litter and perform other low skill exterior ground maintenance at no more than five (5) locations (Little Lehigh, Cumberland, Gross Towers, Walnut Manor and Central Park) and not more than one (1) at each of the five locations . . .

C. Article 15 - Subcontracting

Amend the second sentence by eliminating the phrase: “normally performed by bargaining unit personnel or. . . .”

D. Article 16 - Other Leaves

Amend the third sentence of Section 5, Medical Leave of Absence, to read as follows:

The period of such leaves shall not extend beyond twelve (12) consecutive months for a non-work related injury or illness or beyond twenty-four (24) consecutive months for a work related injury or illness from the last day worked.

E. Article 17 - Wages

1. Section 1.

Amount of wage increase each year and proposed new wage scale with a new fourth step for employees with five or more years of service.

2. Section 2. Amend to read:

a. Employees who are promoted into a higher classification shall either be placed into the classification wage step equivalent to their time in service with the AHA or receive a \$1.00 increase, whichever is greater; or

b. Employees promoted to either Aide or Mechanic positions will be placed into the 90 Day rate for those positions. Employees promoted to M-4 will be placed into the Start rate for an M-4. If a promoted employee’s rate prior to promotion is greater than the rate he is promoted to, he shall be red-circled until the new rate exceeds the rate prior to promotion.

3. Section 4. Add:

Overtime pay shall be issued in the pay period immediately following the overtime event. In the event of pay shortages beyond the employees' control, the employer shall pay a penalty of two (2) hours of regular straight time pay for each work that a shortage is not paid.

- F. Article 18 - Health Insurance, Section 1. Hospitalization and Medical Insurance.
 - 1. Section 1(a)(i) - Age limit for unmarried dependents, reference to Blue Cross PPO Plan, and employee share of premium contribution.
 - 2. Section 1(a)(ii). Amount of deductible.
 - 3. Section 4. Dental Insurance.
 - Delete from the second sentence "eligible dependents" and replace with "family."
- G. Article 20, Sick Leave, Section 2.
 - Increase "20 years of service" to "25 years of service."
- H. Article 25, Work Related Injury, Section 1.
 - Amend the last sentence by deleting the word "not."
- I. Article 29 - Work Clothing.
 - Increase the \$200 per year clothing allowance to \$275 per year.
- J. Article 31. Tools and Equipment.
 - Increase the tool allowance from \$100 per year to \$175 per year.
- K. Article 34 - Term.

III. Introduction

A. Factual Background.

Over the last several years, the size of the bargaining unit has declined markedly from 28 employees to 20 current employees. Meanwhile, Congressional funding for AHA, through the United States Department of Housing and Urban Development, dropped significantly in 2005 to about 89% of the gap between AHA's budgeted revenues and expenses. Thereafter, except for two years, the funding has not covered the entire gap, and is projected to cover only 85% of the gap for 2017.

The parties worked hard to reach a New Collective Bargaining Agreement but reached impasse, in my view, primarily due to surrounding economic conditions and policy considerations beyond the parties' control. For example, the reduced Congressional funding has limited the PHA's flexibility in addressing the Union's economic demands.

In my recommendations, I have tried to accommodate the legitimate concerns of both parties, necessarily leaving them both with less than what they seek.

IV. Findings and Recommendations.

A. Article 8 - Job Vacancies and Bidding.

1. Section 1.

Amend second sentence to include "work location" and add new sentence:

Employees will not be forced permanently from their assigned building(s) if there are volunteers willing to transfer.

a. The Parties' Positions.

The Union proposed that job postings include the work location of the position. In support, the Union submits that the location of the position is an important factor for an employee to consider in deciding whether to apply for the job. The AHA, on the other hand, opposes the change because it wants to retain the right to change the location of the position as circumstances change.

The Union also proposes that a new sentence be added to Section 1, providing that employees will not be forced permanently from their assigned building(s) if there are volunteers willing to transfer. In response, the AHA takes the position that it wants to retain the management prerogative to permanently transfer employees as circumstances warrant.

b. Findings.

I find that the Union raises an important theoretical concern that a job posting should specify the location of the job, as the location of the job is likely to be an important factor as an employee weighs whether to apply for the position. On the other hand, I also find that the evidence presented at the hearing did not convince me that the current language has caused any significant problems.

Moreover, because the evidence presented at the hearing in this case did not show that permanently forcing employees from their assigned buildings has been a significant issue in the past, I recommend below that the Union's proposal relating to volunteers not be included in the New Collective Bargaining Agreement.

c. Recommendation.

I recommend that Article 8, Section 1, of the New Collective Bargaining Agreement not be changed.

2. Section 2.

Change the first sentence by replacing "senior" with "most qualified" and add a new sentence before the last sentence:

An employee's time in his or her position shall be weighted higher than someone who has more overall seniority.

a. The Parties' Positions.

The AHA proposes that, for purposes of promotions, (1) "senior" be replaced with "most qualified" in the first sentence of Article 8, Section 2; and (2) a new sentence be added before the last sentence in Article 8, Section 2 to allow it to weight an employee's time and experience in the position higher than someone's overall seniority. The reason for the proposed changes is to ensure that promotions will be awarded to the most qualified applicant who has the most relevant experience. The Union, on the other hand, resists the proposed language because the existing language states that the senior person must be qualified, which it says should satisfy the AHA. The Union also opposes the proposal related to the weighting of an employee's time in his or her position, as overall seniority should be recognized.

b. Findings.

I find that the AHA's proposal to replace "senior" with "most qualified" to be unnecessary because the existing language of the first sentence of Article 8, Section 2 already makes clear that the position will be awarded to "the senior employee with the stated qualifications to perform the job." On the other hand, I find that the AHA's weighting proposal has some merit, which is addressed below in my recommendation by adding "relevant" before the word "experience" in the second sentence of Article 8, Section 2.

c. Recommendation.

I recommend that the first sentence of Article 8, Section 2 of the New Collective Bargaining Agreement not contain the language changes as proposed by AHA. Likewise, I recommend that the AHA's proposed new sentence not be added before the last sentence in Article 8, Section 2. However, I recommend that the second sentence of Article 8, Section 2 in the New Collective Bargaining Agreement be amended as follows, with the word "relevant" added before "experience," to emphasize the importance of relevant experience:

“Qualifications” or “Qualified” is the skill, ability, relevant experience, previous performance and physical ability to perform the essential job functions of the job.

B. Article 10. Employee Classifications.
Amend Section 5, Resident Employees, to read as follows:

Section 5. Resident Employees. The AHA may continue to utilize resident employees to pick up litter and perform other low skill exterior ground maintenance at no more than five (5) locations (Little Lehigh, Cumberland, Gross Towers, Walnut Manor and Central Park) and not more than one (1) at each of the five locations . . .

a. The Parties’ Positions.

The AHA’s proposal to amend Article 10, Section 5, contains two components: expand the number of facilities at which Resident Employees may work from two to five; and set forth various tasks (picking up litter and performing low skill exterior maintenance) that Resident Employees may perform. The Union opposes both aspects of the proposal.

The Current Collective Bargaining Agreement does not specify the tasks that Resident Employees may perform.

b. Findings.

I find it reasonable to increase from two to five the facilities at which Resident Employees may be assigned, but find it appropriate to streamline the specified tasks that may be performed by Resident Employees to exclude “other low skill exterior ground maintenance.”

c. Recommendations.

I recommend that Article 10, Section 5 in the New Collective Bargaining Agreement be amended to read:

Section 5. Resident Employees. The AHA may continue to utilize resident employees to pick up litter at no more than five (5) locations (Little Lehigh, Cumberland, Gross Towers, Walnut Manor and Central Park) and not more than one (1) at each of the five locations . . .

C. Article 15 - Subcontracting.
Amend the second sentence by eliminating the phrase: “normally performed by bargaining unit personnel or.”

a. The Parties’ Positions.

The AHA proposes to amend the second sentence of Article 15, Subcontracting, to expand its authority to subcontract. The AHA emphasizes that, even with the proposed change, there would be a continuing guarantee that subcontracting would not result in a loss of current bargaining unit work or layoffs or terminations of bargaining unit personnel. The Union vigorously opposes the proposed change because it recently obtained an arbitration award from Arbitrator Ralph Colflesh interpreting the language that the AHA now seeks to delete.

b. Findings.

On balance, I find that the Union’s reasons for maintaining the status quo outweigh the AHA’s reasons for implementing its proposed change of language in Article 15.

c. Recommendation.

I recommend that Article 15 of the New Collective Bargaining Agreement not be amended as proposed by the AHA.

D. Article 16 - Other Leaves.

Amend the third sentence of Section 5, Medical Leave of Absence, to read as follows:

The period of such leaves shall not extend beyond twelve (12) consecutive months for a non-work related injury or illness or beyond twenty-four (24) consecutive months for a work related injury or illness from the last day worked.

a. The Parties' Positions.

Article 16, Other Leaves, of the Current Collective Bargaining Agreement provides that non-work related medical leaves shall not extend beyond 24 months, and that work-related medical leaves not extend beyond 36 months. The AHA proposes that the 24 months be reduced to 12 months, and the 36 months be reduced to 24 months. The Union opposes the proposed changes to these leave provisions, which could be of significant importance to its members.

b. Findings.

The evidence at the hearing did not show that the current provisions have been burdensome to the AHA. Accordingly, I find that it would be inappropriate for me to recommend a change to the status quo.

c. Recommendation.

I recommend that Article 16 of the New Collective Bargaining Agreement not be amended as proposed by the AHA.

E. Section 17 - Wages.

1. Section 1(a) and (b).

Amount of wage increase each year and proposed new wage scale with a new fourth step for employees with five or more years of service.

a. The Parties' Positions

The AHA proposes across-the-board wage increases of 1.25% effective January 1, 2017, 1.00% effective January 1, 2018, and 1.00% effective January 1, 2019. The Union proposes across-the-board ("ATB") wage increases of \$.50 per hour effective January 1, 2017, \$.50 per hour effective January 1, 2018, \$.60 per hour effective January 1, 2019, and \$.60 per hour effective January 1, 2020 or be placed at the rate on the amended wage scale as proposed by the Union. The Union's proposed wage scale, in Section 1(b), includes, among other enhancements, a new fourth step for employees with five or more years of service. The AHA vigorously opposes the Union's proposed wage scale for financial reasons.

b. Findings.

I find that the AHA's wage proposal is too low, and the Union's wage proposal too high. Moreover, I find that it would be inappropriate for me to recommend the major changes to the wage scale as proposed by the Union. I also find that reasonable ATB wage increases, as recommended below, which are close to the 3% wage increase budgeted for AHA administrative personnel, would be appropriate. Although, at first view, the proposed increases below might appear to be higher than what the Union proposed, that is not the case because a large portion of the Union's wage increase was driven by its wage scale, including the extra step, which I have not recommended be adopted. Finally, because I recommend below that the term of the New Collective Bargaining Agreement be four years, I have recommended wage increases for each of the four years of the New Collective Bargaining Agreement.

c. Recommendation.

I recommend that Article 17, Section 1(a) of the New Collective Bargaining Agreement be amended as follows:

Section 1(a). All current employees as of the effective date of this Agreement shall receive the following compensation:

January 1, 2017 – an ATB increase of \$.55/hour
 January 1, 2018 – an ATB increase of \$.60/hour
 January 1, 2019 – an ATB increase of \$.65/hour
 January 1, 2020 – an ATB increase of \$.70/hour

In addition, I recommend Section 1(b) of the New Collective Bargaining Agreement, which includes the wage scale, be amended as follows:

Section 1(b). The hourly wage rates for new employees covered by this Agreement and hired after the ratification of this Agreement, shall be as follows:

LABORER	YEAR 1 (2017)	YEAR 2 (2018)	YEAR 3 (2019)	YEAR 4 (2020)
Start	\$14.91	\$15.51	\$16.16	\$16.86
90 day	\$15.73	\$16.33	\$16.98	\$17.68
1 year	\$17.37	\$17.97	\$18.62	\$19.32
AIDE	YEAR 1 (2017)	YEAR 2 (2018)	YEAR 3 (2019)	YEAR 4 (2020)
Start	\$17.16	\$17.76	\$18.41	\$19.11
90 day	\$18.12	\$18.72	\$19.37	\$20.07
1 year	\$18.72	\$19.37	\$20.07	\$20.62
			\$21.27	\$21.97
MECH	YEAR 1 (2017)	YEAR 2 (2018)	YEAR 3 (2019)	YEAR 4 (2020)
Start	\$19.43	\$20.03	\$20.68	\$21.38
90 day	\$20.52	\$21.12	\$21.77	\$22.47
1 year	\$22.69	\$23.29	\$23.94	\$24.64
M4	YEAR 1 (2017)	YEAR 2 (2018)	YEAR 3 (2019)	YEAR 4 (2020)
Start	\$23.95	\$24.55	\$25.20	\$25.90
90 day	\$25.30	\$25.90	\$26.55	\$27.25
1 year	\$28.01	\$28.61	\$29.26	\$29.96

2. Section 2. Amend to read:

- (1) Employees who are promoted into a higher classification shall either be placed into the classification wage step equivalent to their time in service with the AHA or receive a \$1.00 increase, whichever is greater; or**
- (2) Employees promoted to either Aide or Mechanic positions will be placed into the 90 Day rate for those positions. Employees promoted to M-4 will be placed into the Start rate for an M-4. If a promoted employee's rate prior to promotion is greater than the rate he is promoted to, he shall be red-circled until the new rate exceeds the rate prior to promotion.**

b. The Parties' Positions.

The Current Collective Bargaining Agreement provides that employees who are promoted into a higher position will be placed in the classification wage step equivalent to their time and service with the AHA, but if a promoted employee's current wage is higher than the wage step of the new classification, the employee's current rate is red-circled until their new wage rate passes their current rate, at which time they are to be paid the higher rate.

The parties propose competing provisions to replace the current version of Article 17, Section 2. The Union proposes that a promoted employee be paid at the wage step equivalent to their AHA time in service or receive a \$1.00 increase, whichever is greater. The AHA proposes a modified version of the current red-circling provision.

c. Findings.

I find that the AHA's provision provides little or no incentive for an employee to seek a promotion unless the 90-day rate of the position happens to be higher than their current rate. The Union's proposal, which provides a financial incentive in every case to seek a promotion, I find to be more appropriate. On the other hand, I find the proposed \$1.00 per hour increase to be excessive, resulting in my recommendation below of a \$.50 per hour incentive.

d. Recommendation.

I recommend that Article 17, Section 2, of the New Collective Bargaining Agreement be amended to read as follows:

Section 2. Employees who are promoted into a higher classification shall either be placed into the classification wage step equivalent to their time in service with the AHA or receive a \$.50 per hour increase, whichever is greater.

3. Section 4. Add:

Overtime pay shall be issued in the pay period immediately following the overtime event. In the event of pay shortages beyond the employees' control, the employer shall pay a penalty of two (2) hours of regular straight time pay for each work that a shortage is not paid.

a. The Parties' Positions.

Because in the past there were some problems with the AHA paying overtime to employees promptly, the Union proposes that Article 17, Section 4 of the New Collective Bargaining Agreement contain a penalty clause requiring payment of two hours of straight time pay for each week in which an overtime shortage is not paid. The AHA acknowledged at the hearing that there had been some overtime-payment problems, many of which were attributable to employees not properly completing requests for the overtime. When the problem was raised by the Union several months ago, management responded by agreeing to promptly advise employees of any paperwork problems associated with requests for overtime pay. The AHA opposes the adoption of the proposed penalty language because the problem has been adequately addressed.

(1) Findings.

The evidence at the hearing confirmed that the problem of late overtime payments has been adequately addressed by management.

(2) Recommendation.

I recommend that Article 17, Section 4 of the New Collective Bargaining Agreement not include the penalty clause proposed by the Union.

F. Article 18 - Health Insurance, Section 1. Hospitalization and Medical Insurance.

1. Section 1(a)(i) - Age limit for unmarried dependents, reference to Blue Cross PPO Plan, and employee share of premium contribution.

(1) The Parties' Positions.

The AHA has proposed that the language in Article 18, Section 1(a)(i) be amended to exclude both the age 26 provision relating to unmarried dependents and the reference to the Blue Cross PPO Plan; and to set the employee share of premium contribution at 10% of the monthly premium charged to AHA. The Union objects to all of the proposed changes.

(2) Findings.

I find the deletion of the age 26 provision to be inappropriate because it continues to be a feature of the Affordable Care Act requiring that plans offer coverage to dependent children until age 26.

With respect to the deletion of the reference to the Blue Cross PPO Plan, I find that the evidence presented at the hearing did not provide a compelling reason to delete it. On the other hand, I find it appropriate to clarify that, if the AHA replaces the Blue Cross PPO Plan in accordance with Section 8, the monthly employee premium contributions will continue.

As for the AHA’s proposed provision requiring employees to pay 10% of the monthly premium charged to AHA, I find that it would be overly burdensome to the employees, given the modest wage increases that I have recommended. Instead, I propose an increase of \$5.00 per month per year to the existing employee premium contributions.

(3) Recommendation.

I recommend that Article 18, Section 1(a)(i) of the New Collective Bargaining be amended to read as follows:

(i) The AHA will provide a group hospitalization program (“Program”), currently known as the Blue Cross PPO Plan, for employees, spouses and unmarried dependents to age 26, subject to the AHA’s right to change plans or carriers consistent with Section 8. The monthly contributions to be made by the employees for this Program, or any other program resulting from a change in plans or carriers by application of Section 8, is as follows:

Coverage	1/1/17	1/1/18	1/1/19	1/1/20
Single	\$50.00	\$55.00	\$60.00	\$65.00
Parent	\$70.00	\$75.00	\$80.00	\$85.00
Spouse	\$70.00	\$75.00	\$80.00	\$85.00
Family	\$90.00	\$95.00	\$100.00	\$105.00

2. Section 1(a)(ii). Amount of deductible.

a. The Parties’ Positions.

Article 18, Section 1(a)(ii) of the Current Collective Bargaining Agreement provides that employees must pay a deductible of \$250.00. The AHA proposes that the deductible be increased to \$1,000.00 for individual coverage and \$3,000.00 for all other coverage. The Union opposes any change to this Section.

b. Findings.

I find that, in light of the increases in employee premium shares that I have recommended and the modest wage increases that I have recommended, an increase in the deductible would be overly burdensome for employees.

c. Recommendation.

I recommend that Article 18, Section 1(a)(ii) of the New Collective Bargaining Agreement not be amended in any way.

3. Section 4. Dental Insurance.

a. The Parties’ Positions.

Article 18, Section 4 currently provides that the AHA pays the full cost of dental insurance coverage for employees, and that the employee pays the cost of coverage of eligible dependents. The AHA proposes that the language be clarified to state that employees are required to pay for family coverage.

b. Findings.

I find that the language of existing Section 4 clearly delineates the respective burdens of coverage: the AHA pays for the employee's coverage, and the employee pays for the coverage of any dependents.

c. Recommendation.

I recommend that Article 18, Section 4 of the New Collective Bargaining Agreement not be amended as proposed by the AHA.

**G. Article 20, Sick Leave, Section 2.
Increase "20 years of service" to "25 years of service."**

a. The Parties' Positions.

Article 20, Section 2 of the Current Collective Bargaining Agreement provides for the AHA to pay earned but unused sick pay, with some limitations, to a covered employee who voluntarily leaves employment with 20 years of service and 60 years of age. The AHA proposes to increase "20 years of service" to "25 years of service." The Union opposes the change.

b. Findings.

I find that an increase to 25 years is reasonable, but should not be implemented until January 1, 2020 in order to avoid adversely affecting any eligible employee who might wish to voluntarily leave employment before that date.

c. Recommendation.

I recommend that Article 20, Section 2, of the Current Collective Bargaining Agreement remain in effect through December 31, 2019, and that the New Collective Bargaining Agreement provide that, effective January 1, 2020, "20 years of service" be changed to "25 years of service."

**H. Article 25, Work Related Injury, Section 1.
Amend the last sentence by deleting the word "not."**

a. The Parties' Positions.

Article 25, Section 1 of the Current Collective Bargaining Agreement provides that any employee qualifying for workers' compensation benefits shall not be entitled to use any paid leave during the period of eligibility. The last sentence of Section 1 provides:

Sick leave, Personal leave, and Vacation shall not accrue during the period of eligibility.

The Union proposes to delete the word "not" in the last sentence of Section 1. The AHA opposes the change.

b. Findings.

I find that the evidence at the hearing was not sufficiently compelling to require the change proposed by the Union.

c. Recommendation.

I recommend that Article 25, Section 1 of the New Collective Bargaining Agreement not be changed.

**I. Article 29 - Work Clothing.
Increase the \$200.00 per year clothing allowance to \$275.00 per year.**

a. The Parties' Positions.

The Union proposes to amend Article 29 to increase the clothing allowance from \$200.00 per year to \$275.00 per year. For financial reasons, the AHA opposes the increase.

b. Findings.

In the current financial climate, I find it inappropriate to increase the allowance by \$75.00 per year. Instead, I find that a \$25.00 increase would be appropriate.

c. Recommendation.

I recommend that the first sentence of Article 29 of the New Collective Bargaining Agreement be amended to provide that employees will receive a clothing allowance of "Two Hundred Twenty-Five Dollars (\$225.00) per year . . ."

J. Article 31 - Tools and Equipment.

Increase the tool allowance from \$100 per year to \$175 per year.

a. The Parties' Positions

The Union proposes to amend Article 31 to increase the tool allowance from \$100.00 per year to \$175.00 per year. For financial reasons, the AHA opposes the increase.

b. Findings.

In the current financial climate, I find it inappropriate to increase the allowance by \$75.00 per year. Instead, I find that a \$25.00 increase would be appropriate.

c. Recommendation.

I recommend that the last sentence of Article 31 of the New Collective Bargaining Agreement be amended to provide that the AHA will pay to each employee a tool allowance of "One Hundred Twenty-Five Dollars (\$125.00) per year." **K. Article 34 - Term.**

a. The Parties' Positions

The AHA proposes that the term of the New Collective Bargaining Agreement be three years, from January 1, 2017 through December 31, 2019. The Union proposes that the term of the New Collective Bargaining Agreement be four years.

b. Findings.

I find that a four-year term would be appropriate as it would mirror the term in the Current Collective Bargaining Agreement.

c. Recommendation.

I recommend that Article 34 of the New Collective Bargaining Agreement provide that the Agreement will be effective for four years, from January 1, 2017 through December 31, 2020.

V. Conclusion

Having addressed all the issues in the dispute that were put before me at the hearing, I conclude that a reasonable resolution to the impasse would include the above recommendations. Any or all items or proposals not previously agreed upon or specifically

addressed in this Report are considered to be withdrawn. Any and all items and/or proposals agreed to by the parties and any tentative agreements made by the parties prior to the date of this Report are recommended to be part of the New Collective Bargaining Agreement, as agreed by the parties. I call the parties' attention to my cover letter, which outlines their responsibilities to advise the PLRB that they accept or reject my report's recommendations.

Respectfully submitted,

A handwritten signature in cursive script that reads "Lawrence S. Coburn".

May 30, 2017

Lawrence S. Coburn