

# Law Offices of W. Timothy Barry

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July 13, 2021

Dr. Matthew Harris, Superintendent  
Penn-Trafford School District  
1006 Harrison City/Export Road  
Harrison City, PA 15636

Sam Williamson, Director  
SEIU. Local 32BJ  
307 4<sup>th</sup> Ave.  
Pittsburgh, PA 15222

Re: Penn-Trafford School District  
Case No. Act 88-21-11-W  
Nonprofessional

Enclosed in the Fact-Finding Report in the above-captioned case. Parties have ten (10) calendar days from the date of the issuance of this Report to inform the Pennsylvania Labor Relations Board (PLRB) and each other if they accept or reject this Report.

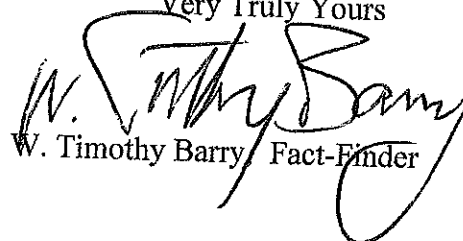
Confidentiality of this Report should be maintained during the ten-day consideration period and until officially released for publication by the Board in the event of a rejection.

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

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

If there are any questions, please contact Nathan F. Bortner, Secretary of the PLRB at 717-787-1091.

Very Truly Yours

  
W. Timothy Barry, Fact-Finder

COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA LABOR RELATIONS BOARD

In the Matter of Fact-Finding

**FACT-FINDING REPORT**

Between

**AND RECOMMENDATIONS**

Penn-Trafford School District

Case No. Act 88-21-11-W

And

Date of Hearing: June 29, 2021

Service Employees International  
Union, Local 32BJ, AFL-CIO

Date of Report: July 13, 2021

**W. Timothy Barry, Esquire**

**Fact-Finder**

For the District:

Dr. Matthew Harris, Superintendent  
1006 Harrison City/Export Road  
Harrison City, PA 15636

For the Union:

Sam Williamson, Director  
SEIU, Local 32BJ  
307 4th Ave.  
Pittsburgh, PA, 15222

## Background

By letter dated June 15, 2021, 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 the Penn-Trafford School District (the School District) and Service Employees International Union, Local 32BJ, AFL-CIO (the Union). The Union represents a unit of 83 support personnel who work for the School District located in Harrison City, PA.

The parties to the Fact-Finding have an ongoing bargaining relationship and are parties to a Collective Bargaining Agreement (CBA), which expired on June 30, 2020. The parties met many times for the purpose of negotiating a successor Agreement, but were unable to reach agreement on all issues raised during the course of bargaining. As a result, a Request for Fact-Finding was initiated by the Union.

In accordance with the PLRB's Order, the parties filed written Statements of Issues in Dispute with the Fact-Finder involving the following issues:

1. Wages
2. Starting Hourly Wage Rates for Aides, Paraprofessionals and Personal Care Assistants
3. Mid-Year "Catch Up" Wage Increases for Custodians and Secretaries
4. For Custodial/Maintenance Employees, No Vacation or Personal Days during The first 5 days and the last 5 days of the student school year

On June 29, 2021, a formal Fact-Finding hearing was held in accordance with Act 88 and PERA before the undersigned in Harrison City, PA. During the hearing, both parties were afforded the opportunity to present testimony, examine and cross-examine witnesses and introduce oral explanations and documentary evidence in support of their respective positions.

Executive Sessions were held with each party telephonically on July 1 and 6, 2021. Through these discussions, this Fact-Finder was given a thorough understanding of each party's position on the outstanding issues.

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

The reliable and credible testimony provided, the evidence presented at the Fact-Finding Hearing and further clarifications given to questions of this Fact-Finder during Executive Sessions.

The expired CBA and prior CBAs.

Comparison of unresolved issues in relation to other School Districts.

The interest and welfare of taxpayers, and the ability of the School District to finance the issues in dispute.

The understanding that each issue has been reviewed for its relative individual merit; at the same time, each issue has also been reviewed with consideration given to whether it fits appropriately into the Agreement created through this process.

### **Issue 1 Wages**

#### **School District Proposal**

2020-21- \$.30; 2021-22- \$.40; 2022-23- \$.40; 2023-24- \$.45

#### **Union Proposal**

2020-21- \$.30; 2021-22- \$.40; 2022-23- \$.45; 2023-24- \$.45

#### **Recommendation:**

The following across- the- board hourly wage increases shall be given to all employees in the bargaining unit:

Effective retroactive to July 1, 2020- \$.30 per hour;

Effective retroactive to July 1, 2021- \$.40 per hour;

Effective July 1, 2022- \$.40 per hour

Effective July 1, 2023- \$.45 per hour

The parties have tentatively agreed that the term of the new CBA shall be from July 1, 2020 through June 30, 2024.

### **Issue 2 Starting Hourly Wage Rates for Aides, Paraprofessionals and Personal Care Assistants**

#### **School District Proposal**

No change in the current starting hourly rates.

#### **Union Proposal**

Increase the starting hourly rates for Aides, Paraprofessionals and P.C.A.s from \$10.35 to \$16.20 effective July 1, 2021.

#### **Recommendation:**

No change in the current starting hourly rates. The parties have tentatively agreed to add to the CBA a \$0.50 per hour mid-year "catch up" raise for these employees who are below the top wage rate in their classification (currently \$17.25per hour).

During the Hearing, the School District agreed that this Mid-year raise would be implemented so long as the starting rates were not increased.

### **Issue 3**

#### **Mid-Year "Catch Up" Wage Increases for Custodians and Secretaries**

##### **School District Proposal**

Eliminate the mid-year increase for Custodians and Secretaries

##### **Union Proposal**

Maintain the current contract language which provides for a mid-year increase of \$.40/hour for custodians and secretaries who are not at the maximum rate for that school year.

##### **Recommendation:**

**Article V, Section 1- Hourly Rates** of the CBA shall be amended:

Clerks/Custodians/Secretaries shall continue to receive the \$.40/ hour, mid-year "catch up" increases up to the Maximum Rate for that school year. However, the Maximum Rates shall be reduced to the following:

2020/2021-\$20.90

2021/2022-\$21.30

2022/2023-\$21.70

2023/2024-\$22.15

This represents a decrease of the maximum rate for custodians and secretaries in the amount of \$3.00 since the maximum rate under the expired CBA would have been \$23.90 for 2020/2021. Any custodian or secretary who should have received a mid-year increase, on or about January 1, 2021, but did not, shall receive said increase retroactively, up to the maximum rates stated above. Any custodian or secretary who is currently receiving an hourly rate higher than the maximum rates stated above shall continue to receive the higher rate, plus across-the-board increases stated in Issue 1 above.

### **Issue 4**

#### **Custodians taking time off at the beginning and end of the school year**

##### **School District Proposal**

Add a new Subsection J to Article VIII, Section 1 which would prohibit Custodial/Maintenance employees from taking vacation or personal days during the first 5 days and the last 5 days of the student school year.

##### **Union Proposal**

Current Contract Language

##### **Recommendation:**

Add a new Subsection J to Article VIII, Section 1 of the CBA, as follows:

Except in cases of emergency which must be verified to the School District, Custodial/

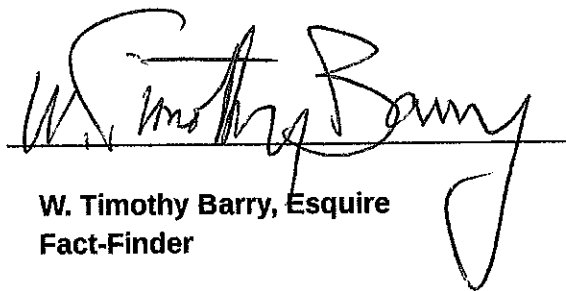
Maintenance employees are prohibited from taking vacation or personal days during the first 5 days and the last 5 days of the student school year.

**CONCLUSION**

In conclusion, the parties are directed to review this 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.

Confidentiality of the Report should be maintained during the ten(10)-day consideration period and until officially released for publication by the Board in the event of a rejection.

The Fact-Finder submits the Findings and Recommendations as set forth herein.

A handwritten signature in black ink, reading "W. Timothy Barry", is written over a horizontal line. The signature is cursive and stylized.

**W. Timothy Barry, Esquire  
Fact-Finder**

**Pittsburgh, Pennsylvania**

**Issued July 13, 2021**

**APPENDIX A---HOURLY RATES**

**Clerks/ Custodians/ Secretaries**

	<b><u>2020-2021</u></b>	<b><u>2021-2022</u></b>	<b><u>2022-2023</u></b>	<b><u>2023-2024</u></b>
<b><u>Increase</u></b>	<b><u>\$.30</u></b>	<b><u>\$.40</u></b>	<b><u>\$.40</u></b>	<b><u>\$.45</u></b>
<b><u>Starting Rates</u></b>	<b><u>\$15.20</u></b>	<b><u>\$15.20</u></b>	<b><u>\$15.20</u></b>	<b><u>\$15.20</u></b>
<b><u>Maximum Rates</u></b>	<b><u>\$20.90</u></b>	<b><u>\$21.30</u></b>	<b><u>\$21.70</u></b>	<b><u>\$22.15 *</u></b>

**Paraprofessionals**

	<b><u>2020-2021</u></b>	<b><u>2021-2022</u></b>	<b><u>2022-2023</u></b>	<b><u>2023-2024</u></b>
<b><u>Increase</u></b>	<b><u>\$.30</u></b>	<b><u>\$.40</u></b>	<b><u>\$.40</u></b>	<b><u>\$.45</u></b>
<b><u>Starting Rates</u></b>	<b><u>\$10.35</u></b>	<b><u>\$10.35</u></b>	<b><u>\$10.35</u></b>	<b><u>\$10.35</u></b>
<b><u>Maximum Rates</u></b>	<b><u>\$17.55</u></b>	<b><u>\$17.95</u></b>	<b><u>\$18.35</u></b>	<b><u>\$18.80</u></b>

**Personal Care Assistants**

	<b><u>2020-2021</u></b>	<b><u>2021-2022</u></b>	<b><u>2022-2023</u></b>	<b><u>2023-2024</u></b>
<b><u>Increase</u></b>	<b><u>\$.30</u></b>	<b><u>\$.40</u></b>	<b><u>\$.40</u></b>	<b><u>\$.45</u></b>
<b><u>Starting Rates</u></b>	<b><u>\$11.35</u></b>	<b><u>\$11.35</u></b>	<b><u>\$11.35</u></b>	<b><u>\$11.35</u></b>
<b><u>Maximum Rates</u></b>	<b><u>\$18.55</u></b>	<b><u>\$18.95</u></b>	<b><u>\$19.35</u></b>	<b><u>\$19.80</u></b>

**\*Any Employee who is currently receiving an hourly rate higher than the maximum rates stated shall continue to receive the higher rate, plus across-the-board increases.**