

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD**

IN THE MATTER OF FACT-FINDING

**FACT-FINDING REPORT
AND RECOMENDATIONS**

Between

TUNKHANNOCK TOWNSHIP

Case No. PERA-F-21-239-E

And

Date of Hearing: December 15, 2021

TEAMSTERS LOCAL 773

Date of Report: December 23, 2021

**JOHN M. FELICE
FACT-FINDER**

For the Township:

Gretchen K. Love, Esquire
Campbell Durrant, P.C.
535 Smithfield Street, Suite 700
Pittsburgh, PA 15222

For the Union:

Quintes D. Taglioli, Esquire
121 N. Cedar Crest Blvd., Second Floor
Allentown, PA 18104

Background

On November 9, 2021, the Pennsylvania Labor Relations Board (PLRB), pursuant to the Public Employee Relations Act (PERA), appointed the undersigned as Fact-Finder involving the impasse in negotiations between the Township of Tunkhannock (the Township) and Teamsters Local Union No. 773 (the Union). The Union represents a bargaining unit of two employees who work for the Township.

The parties are governed by a Collective Bargaining Agreement (CBA), which expires on December 31, 2021. The parties met several times for the purpose of negotiating a successor Agreement but were unable to reach agreement on certain issues raised during the course of negotiations. As a result, a Request for Fact-Finding was initiated.

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

Township's List of Issues in Dispute

1. Article 2 – Duration of Agreement
2. Article 8 – Wages & Classification – inclusive of cost containment provisions
3. Article 14 – Health and Welfare – inclusive of cost containment provisions

Potential sources of cost containment:

- Article 10 – Holidays – reduction of paid holidays and personal days
- Article 12 – Vacation – reduction of total allotment

Union's List of Issues in Dispute

1. Fair Share
2. Length of CBA
3. Wages – Increase wages for all classifications
4. Leave of Absence – Increase bereavement leave and add relationship eligibility
5. Vacation – Increase number of days
6. Safety – Increase shoe allowance

On December 15, 2021, a virtual Fact-Finding Hearing was held in accordance with PERA before the undersigned Fact-Finder. During the hearing, both parties were afforded the opportunity to present testimony, examine witnesses and introduce oral arguments and documentary evidence in support of their respective positions.

In order to arrive at the following Recommendations, the Fact-Finder:

Reviewed all testimony; reviewed and analyzed approximately 300 pages of documentary evidence, analyzed 8 labor contracts of contiguous townships with respect to the issues in dispute, analyzed revenue/expenditure trends, analyzed financial/budget data, reviewed health insurance comparability studies and demographic data.

Issue 1
Article 2 - Duration of Agreement

Township Proposal

The Township is amenable to a multi-year agreement provided that its bargaining objectives are met to its satisfaction. The Township submits that an economic reopener is necessary to address financial sustainability beyond a three-year agreement.

Union Proposal

January 1, 2022 through December 31, 2026 (5 years).

Recommendation:

A three-year agreement: January 1, 2022 through December 31, 2024.

Issue 2
Article 3 - Fair Share / Maintenance of Membership

Township Proposal

Delete Fair Share language.

Union Proposal

Delete paragraphs 3 & 5 and delete the last line of paragraph 8 involving the Fair share provisions.

Recommendation:

Delete the following provisions in Article 3 relating to Fair Share:

"Employees who are nonmembers of the Union shall be required to pay to the Union a "Fair Share Fee" for services rendered as the exclusive bargaining agent. For purpose of this Article, "Fair Share Fee" shall mean the regular membership dues required of members of Teamster Local Union #773 less the cost for the previous fiscal year of its activities or undertakings which were not reasonably employed to implement or effectuate its duties as exclusive representative."

"Within thirty (30) days of the effective date of this Agreement, the Union will provide the Township with the names of Employees who are nonmembers of the Union, the amount of the "Fair Share Fee", and a payment schedule for the deduction of the fee."

"The Township agrees to deduct such fee from the first pay of each month of any employee, in accordance with the schedule provided by the Union, and shall promptly transmit the deducted amount to the Secretary Treasurer of Local 773 in accordance with the provisions of the Public Employee Fair Share Fee Law."

Issue 3
Article 8 - Wages & Classification

Township Proposal

The Township proposes no less than a wage freeze and/or tier for new hires and provided, further, that the Township achieves an appropriate level of economic relief.

Union Proposal

Wage Rates – Each year the wage rate should be increased by six percent (6%) for all bargaining unit employees effective January 1, 2022.

Recommendation:

In Article 8, delete the language, “Wage Rates and Driver/Operator percentage increases for 2019-2021” and insert therein the following: “Effective January 1st of each year of the agreement, increase the wage rates as follows:

<u>Name</u>	<u>Current Hourly Rate</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Troy Counterman	\$24.41	\$25.14 (3%)	\$25.89 (3%)	\$26.93 (4%)
Roger Smith	\$23.02	\$23.71 (3%)	\$24.42 (3%)	\$25.40 (4%)

These wage rates shall apply only to the two incumbent employees in the CBA. The wage rates applicable to any new employees hired shall be jointly negotiated between the parties.

Issue 4
Article 11 - Leave of absence

Township Proposal

No change in current language.

Union Proposal

Bereavement Leave

- a. Increase the 3-day leave to a 5-day leave in lines three and four.
- b. Add: “person residing with the employee” in line three.

Recommendation:

Maintain the current Bereavement Leave entitlement.

Issue 5
Article 12 - Vacation

Township Proposal

No change in current language.

Union Proposal

Add: "Completion of twenty (20) years of service – thirty (30) days each."

Recommendation:

Maintain the current vacation entitlement.

Issue 6

Article 13 - Safety – Shoe Allowance

Township Proposal

No change in current language.

Union Proposal

In Paragraph Three, increase the work shoe allowance from One Hundred Fifty Dollars (\$150.00) to One Hundred Seventy-Five Dollars (\$175.00).

Recommendation:

In paragraph Three, increase the work shoe allowance from \$150.00 to \$175.00 in the first year (2022) of the successor CBA.

Issue 7

Article 14 - Health Insurance

Township Proposal

The Township needs substantial relief from rising healthcare insurance premiums. This relief could come in one (1) or a combination of ways (wage concessions, premium sharing, plan modifications, changes to the carrier, plan design changes, deductibles, increased charges or fees, etc.) all possibilities are "on the table." The township proposes to eliminate the "equal or better" language that restricts plan design changes.

Union Proposal

Maintain current health insurance coverage.

Recommendation

In Paragraph One of Article 14 – Add the following language: "Employees hired prior to January 1, 2011, shall be required to contribute, through payroll deduction, twenty percent (20%) of the amount of any increase in the monthly premium for the medical insurance plan as elected by the employee during each year of this agreement." Solely for purposes of illustration, the current monthly premium for married coverage in 2021 is \$1,808.58 for medical insurance. Assume it is increased by \$100.00 per month in 2022. The employee would be required to pay 20% of the \$100.00 increase, or \$20.00 per month.

Paragraph Six of Article 14 – Delete the language in the first sentence, "equal to or better than" and insert therein the language, "comparable to".


Article 24 - Effective Date and Signatures

Delete current language and insert therein, "This Agreement is made and entered into this _____ day of _____, 20____ and effective as of January 1, 2022 to and including December 31, 2024, by and between Tunkhannock Township and Teamsters Local 773 of Allentown, Pennsylvania."

CONCLUSION

The parties are directed to review this Fact-Finding Report and, within ten (10) days from the date of the issuance of this Report, shall inform the PLRB and each other whether they accept or reject the entirety of this Report.

Confidentiality of the Report must be maintained during the ten (10) day consideration period and until officially released for publication by the PLRB.



John M. Felice
Fact-Finder

Issued: December 23, 2021