

COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA LABOR RELATIONS BOARD

IN THE MATTER OF FACT-FINDING

BETWEEN

BUTLER COUNTY COMMUNITY COLLEGE	(	
EDUCATIONAL SUPPORT PROFESSIONALS	(	
PSEA/NEA	(	
	(	FACT-FINDING REPORT
AND	(	CASE NO. PERA-F-24-30-W
	(	
BUTLER COUNTY COMMUNITY COLLEGE	(	

HEARING: MARCH 15, 2024  
BUTLER COUNTY COMMUNITY COLLEGE  
ADMINISTRATIVE OFFICES

FACT-FINDER:                      MARC A. WINTERS

FOR THE COMMUNITY COLLEGE

FOR THE ASSOCIATION

MICHAEL D. HNATH, ESQUIRE  
DILLON MCCANDLESS KING  
COULTER & GRAHAM

BROOKE E. WITT, PSEA  
REGIONAL FIELD DIRECTOR

EXECUTIVE SESSION:

MARCH 22, 2024

FACT-FINDING REPORT ISSUED:

APRIL 1, 2024

## **FACT-FINDER'S REPORT AND RECOMMENDATIONS**

### **BACKGROUND & DISCUSSION**

Pursuant to the Public Employee Relations Act, 195 of 1970, by letter dated February 20, 2024, the PLRB appointed the undersigned to act as the Fact-Finder and to issue a Report in the matter of the Butler County Community College Educational Support Professionals, PSEA/NEA and Butler County Community College (BC3).

The parties to this Fact-Finding have had an ongoing bargaining relationship. The most recent Collective Bargaining Agreement between the parties was an Addendum to the previous Collective Bargaining Agreement with the Addendum in effect from July 1, 2021, through June 30, 2023. The bargaining process for a successor contract began on January 9, 2023, when the parties met to comply with the requirements of Act 195. The Association provided the College with its initial proposal on January 30, 2023. Through the process, the parties elected to utilize the assistance of Dave Ramsey, State Mediator.

The parties met many times with and without the mediator over the last fourteen months, and although several tentative agreements, approximately seventeen (17), have been reached, a successor agreement was not finalized.

The College issued a Revised Final and Best Offer to the Association on October 5, 2023. The Association considered and rejected the same on October 16, 2023.

Unable to reach an Agreement, impasse was declared, and the parties proceeded to Fact-Finding based on a request by the Association on February 5, 2024. The request was granted. Fact-Finding was ordered by the Pennsylvania Labor Relations Board on February 20, 2024.

The bargaining unit employees have continued to work under the terms and conditions of the expired Collective Bargaining Agreement since July 1, 2023.

This bargaining unit is comprised of approximately 47 full-time and part-time employees (36 full-time and 11 part-time) consisting of clerical, secretarial, and audio-visual (multimedia) employees.

Butler County Community College (BC3) has career programs, transfer programs, and certificates in the areas of Business & Information Technology, Health Care, Humanities and Social Sciences, and STEM (Science, Technology, Engineering, and Math). The Degrees & Certificates students can earn include a 2-year degree or 1-year short-term workplace certificate and start a career upon graduation. 70% of BC3 students are enrolled in programs that can be transferred to a 4-year college or university to complete a bachelor's degree. BC3 credits are recognized by public, private, state-related, and online colleges, and universities.

Through a partnership with the Pennsylvania State System of Higher Education, students can earn an associate degree from BC3 in one of twelve programs and transfer to any PA state institution with junior standing. Degree completion partnerships with Chatham University, PennWest Clarion, Franklin University, Indiana University of Pennsylvania, LaRoche College, and the

University of Pittsburgh give students the opportunity to earn a bachelor's degree in various programs while staying on BC3's main campus through classroom, hybrid, and online courses.

As a regional community college, BC3 has six locations: the Main Campus in Butler and satellite sites in Cranberry Township, New Castle, Hermitage, Brockway, and Ford City. Additionally, courses are offered in the classroom, as a hybrid, or online.

BC3 also offers noncredit continuing education opportunities including Lifelong Learning, Adult Literacy, Workforce Development, Public Safety Training, and summer enrichment programs for grades K-12.

BC3 has been ranked the #1 Community College in Pennsylvania for the last nine years.

A Fact-Finding Hearing was conducted on March 15, 2024, at which time both parties were afforded a full opportunity to present testimony, examine and cross-examine witnesses and introduce evidence in support of their respective positions.

This Fact-Finder would like to convey his appreciation not only for the courtesy and cooperation given to the Fact-Finder by both parties, but to each other as well.

The Hearing was conducted in accordance with the Pennsylvania Labor Relations Act.

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

The testimony given, and the evidence presented at the Fact-Finding Hearing and further clarifications given to questions by this Fact-Finder during the Executive Session held on March 22, 2024.

Past collectively bargained agreements.

Comparisons of the unresolved issues relative to the employees in this bargaining unit with those issues related to other BC3 bargaining units and other public and private Employees doing comparable work, given consideration to factors peculiar to the area and classifications involved, also known as internal and external parity.

The ability of the Employer to finance and administer the issues proposed.

In writing this report, this Fact-Finder considered comparable data and like issues from other exempt and non-exempt employees of BC3 along with one external comparable that being Beaver County Community College.

Any and all items and/or proposals not previously agreed to or specifically addressed within this Report are considered to be withdrawn.

Any and all items and/or proposals agreed to and any tentative agreements made prior to the date of this Report that are not specifically addressed in this Report are recommended to be incorporated

into the new Agreement.

There were approximately seventeen (17) agreed to tentative agreements submitted into evidence at the Fact-Finding.

Except as recommended and/or modified below or mentioned above, the provisions of the predecessor agreement are to be incorporated into the new Agreement without modification.

Where this Fact-Finder recommends changes, it may be sufficient to indicate the change only without quoting the exact language of the proposals itself.

## **ISSUES**

The Association and BC3 have identified approximately eleven (11) outstanding issues remaining in dispute at the time of the Fact-Finding Hearing.

### Article X – Paid Leave of Absence

- Sick Leave
- Pay for Accumulated Sick Leave
- Bereavement Leave
- Personal Leave

### Article XII – Benefits

- Tuition Waver
- Holidays
- Vacation Leave
- Retirement Incentive

### XIII – Compensation

- Classification of Positions
- Salary
- Longevity

### Fact-Finder’s General Discussion

Since the positions of the Employer and the Association are so very close on most outstanding issues the amount of discussion or narrative normally written may be abbreviated. However, this Fact-Finder can assure the Association and BC3 that each and every issue, all supportive data, all financials and all comparisons with like issues with other BC3 exempt and non-exempt employees were read, considered and given the full and appropriate time necessary to formulate the following recommendations.

The issues, here, for Fact-Finding, as sensed during the Hearing, the Executive Session and from reading each proposal book, are more of a control and maintain position for BC3 and more of a fairness and equity position with the Association. The Association and BC3 are not that far apart with their respective positions. It simply comes down to where do they meet in the middle to settle this contract.

On one hand, you have the Employer who wants to have fiscal control and constraints on their spending and future liabilities.

On the other hand, you have the Association who, with respect to wages and benefits, trying to improve in their position within their internal comparables at the Community College.

The Parties to this Fact-Finding Report had a full and fair opportunity to present to this Fact-Finder their evidence and arguments regarding the issues in dispute.

Matters or issues raised by the Parties at the Fact-Finding Hearing, and not addressed in this Report, have been considered by this Fact-Finder. In regard to such matters, this Fact-Finder has decided that no changes to the Collective Bargaining Agreement are warranted, except as explicitly stated in this Report.

When forming the recommendations below, this Fact-Finder looks at criteria such as internal and external comparables, BC3's ability to fund the recommendations without, if possible, raising student revenues.

Recognizing each party's issues with internal parity, taking into consideration the internal comparables and the limited external comparables that are available, the following is designed to help BC3 maintain fiscal responsibility and internal parity while still being as fair as possible to the needs of this bargaining unit as well.

These recommendations will take in account BC3 and the Association's proposals and positions together.

The previous Collective Bargaining Agreement with an Addendum in affect from July 1, 2021 through June 30, 2023, continues unchanged, in full force and effect, for the term of this new Agreement.

After giving full consideration to the evidence submitted, the testimony presented and the arguments made on behalf of each party, the recommended changes to the terms of the Parties July 1, 2021, through June 30, 2023, Collective Bargaining Agreement/Addendum are as follows:

Both the Employer and the Association have agreed to a three-year (3) Agreement: July 1, 2023 through June 30, 2026.

Recommendations:

Article X – Paid Leave of Absence

Bereavement Leave: Consecutive Days will be changed to Work Days in all applicable provisions.

Personal Leave: Add three (3) personal leave days for part-time employees.

Article XII – Benefits

Retirement Incentive Program:

2-Options

Option 1: 4 day workweek and 20% reduction in pay and full benefits.

Option 2: \$8000.00.

XIII – Compensation

Classification of Positions: Education Technology Secretary PT.  
Nursing and Allied Health Department Division Secretary PT.

Salary: FT and PT Fiscal Year Increase

2023-2024 \$500 to base + 4% effective July 1, 2023

2024-2025 4% effective July 1, 2024

2025-2026 4% effective July 1, 2025

Full-Time Starting Rates

2023-2024 \$37,778

2024-2025 \$39,289

2025-2026 \$40,861

Part-Time Starting Hourly Rates

2023-2024 \$17.29

2024-2025 \$17.98

2025-2026 \$18.70

DATED: April 1, 2024

*Marc A Winters*

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