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Terms and Conditions of Employment in Collective Bargaining Agreements Negotiated  
by School Boards and Teachers Associations in Pennsylvania School Districts  
for 2012-2013

By

Daniel P. Dismuke

A Dissertation

Presented to the Faculty of  
The Graduate College at the University of Nebraska  
In Partial Fulfillment of Requirements  
For the Degree of Doctor of Education

Major: Educational Administration (UNL-UNO)

Under the Supervision of Professor Donald F. Uerling

Lincoln, Nebraska

October, 2013

Terms and Conditions of Employment in Collective Bargaining Agreements Negotiated  
by School Boards and Teachers Associations in Pennsylvania School Districts  
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University of Nebraska, 2013.

Advisor: Donald F. Uerling

The purpose of this study was to identify and describe the typical terms and conditions of employment in 2012-2013 negotiated agreements in Pennsylvania school districts, and to determine if there was a relationship between enrollment size and 5 selected terms and conditions of employment: base salary; highest salary; teacher contribution for one full-time teacher's personal and dependent health benefit; total yearly sick, personal, bereavement, and emergency days offered; and steps in the grievance process available to teachers who are union members. The population of this study was 498 of the 499 school districts found in the Pennsylvania Department of Education (PDE) spreadsheet entitled "Enrollment by LEA," determined by the PDE as of October 3, 2011, and published by the PDE on April 12, 2012. The School District of Philadelphia was not included in this study because the enrollment of Philadelphia was so much larger than the other schools. The 498 districts were divided into 4 four categories, from the largest to the smallest. Four random lists of 12 numbers were generated, using the range of each group. Districts were selected that matched the random numbers generated. The agreements were studied to determine the themes and categories of the

terms and conditions of employment. The data for the 5 dependent variables was collected from the worksheet compiled by the researcher. The study revealed that the terms and conditions of employment were found in negotiated agreements with somewhat similar frequency, however, the scope of bargaining varied significantly throughout the negotiated agreements studied. A statistical analysis of the findings indicated there was a relationship between school district enrollment size and the 5 selected terms and conditions of employment: all were significantly different when compared by school district size. An analysis of the findings shows that local issues affect agreement negotiation topics. Limitations of this study included the difficulty in generalizing results for other years, and generalizing findings beyond Pennsylvania.

To Mom and Dad

## **ACKNOWLEDGMENTS**

So very many people have provided support throughout the development and completion of this dissertation. It is with great respect and admiration that I express my gratitude to Dr. Donald Uerling for his continuing direction, patience, motivation, advice, and unwavering support toward accomplishing this goal. Thank you. I also wish to express my appreciation to my committee member Dr. Larry Dlugosh, who was instrumental in my acceptance into the doctoral program. Thank you for opening the door. I also wish to express my appreciation for committee members, Drs. Jody Isernhagen and David Brooks.

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## **Chapter 1**

### **Introduction**

#### **Statement of the Problem**

According to Weaver (2007), during the period from 2000 to 2007 in the 13 states that permitted teacher strikes, 137 teacher strikes occurred. During this period, teachers in Pennsylvania were responsible for 82 strikes, ranking Pennsylvania teachers first in teachers' strikes in the nation.

The Pennsylvania Labor Relations Board (PLRB), created by The Pennsylvania Labor Relations Act (PLRA) in 1937, has administered and enforced Commonwealth laws dealing with labor-management relations. The PLRB has enforced the Commonwealth's private and public sector collective bargaining laws, including carrying out administrative and adjudicative responsibilities. The PLRB has enforced the Pennsylvania Labor Relations Act of 1937, Act 111 of 1968 (which addresses labor issues of police and firemen), the Public Employee Relations Act (PERA) of 1970, also known as Act 195, and the Collective Bargaining Law for School Employees (Act 88). The PLRB has held administrative hearings in accordance with these statutes, to resolve conflicts in the evidence presented, to assess credibility of witnesses, to resolve primary issues of fact, and to draw inferences from the facts necessary for resolution of complaints. Hearings are quasi-judicial proceedings presided over by Hearing Examiners and recorded by court stenographers. The transcripts produced by the stenographers are the certified records of the proceedings. Decisions may be appealed to Commonwealth Court.



Act 88 was signed into law by Democrat Governor Robert P. Casey, Sr. in 1992 as Pennsylvania legislators moved to decrease public school strikes. Act 88 created the rules that govern Pennsylvania school-union negotiations, and set limits on the duration of strikes. Each of Pennsylvania's school districts had in place a negotiated agreement between its school board and its teachers' association. The process used to negotiate these negotiated agreements is called collective bargaining. These negotiated agreements address issues such as salaries, benefits, leaves, pay procedure, teacher discipline, extra duties, staff development, grievance and arbitration procedures, association rights and privileges, permissive issues of management rights such as policy and governance, length of school day, and other working conditions. A high percentage of school contracts cover a period from 3 to 5 years in length. Collectively bargained contracts with teacher associations are unique from the perspective of their varied length, from less than 30 pages to more than 300 pages, and they contain unique terms and conditions. This uniqueness is due in great part to Pennsylvania legislation, which allows for school strikes, and a complex legislative process used to settle disagreements between school districts and associations that represent teachers.

Chevalier (2006) reported that agreements negotiated in Nebraska contain comparable terms and conditions, due to the Commission of Industrial Relations (CIR) ability to place "emphasis on prevalence, put pressure on boards and teachers to avoid unique solutions" (p. 1). A commission similar to Nebraska's CIR does not exist in Pennsylvania; therefore, the Commonwealth is unable to incentivize negotiating parties to find solutions for their districts. Without such an incentive, negotiated agreements with

teacher associations in Pennsylvania are markedly dissimilar. Pennsylvania negotiated agreements are bargained by negotiators who rely upon terms and conditions that are arrived at through a somewhat unique process guided by and determined by various Pennsylvania laws, such as Act 195 and Act 88.

### **Purpose of the Study**

The purpose of this study was to identify the structure, terms, conditions of employment, and scope of bargaining in Pennsylvania 2012-2013 agreements negotiated between school boards and teachers' associations in Pennsylvania school districts; and to describe the terms and conditions of employment found within said agreements in effect during the 2012-2013 school-year. This study provides a history of collective bargaining in the United States, teacher association collective bargaining in Pennsylvania, and background for the terms and conditions in public school collective bargaining contracts between school boards and teachers' associations in Pennsylvania.

This study also determined if there was a relationship between school district enrollment and five selected terms and conditions of employment: base salary; highest salary; teacher contribution for one full-time teacher's personal and dependent health benefit; total yearly sick, bereavement, personal, and emergency days offered; and grievance procedures available to teachers.

The researcher chose to test five specific terms and conditions of employment due to the researcher's experience as a member of a teacher association contract-negotiation team, and applicable research provided to the team by The Pennsylvania State Education

Association. The researcher was aware of the prevalence, in negotiated agreements, of the five specific terms and conditions of employment proposed for this study.

### **Research Questions**

To determine what themes and categories exist, a sample of negotiated agreements was studied. The following questions were used to guide this study:

1. What terms and conditions of employment were in negotiated agreements between school boards and teachers' associations in Pennsylvania school districts covering the 2012-2013 school term?
2. What were the characteristics of the terms and conditions of employment in negotiated agreements between school boards and teachers' associations in Pennsylvania school districts covering the 2012-2013 school term?
3. What was the frequency of these terms and conditions?
4. Was there a relationship between school district enrollment and base salary?
5. Was there a relationship between school district enrollment and the highest salary on the salary schedule?
6. Was there a relationship between school district enrollment and the teacher contribution for one full-time teacher's personal and dependent health benefit?
7. Was there a relationship between school district enrollment and total of sick, personal, bereavement, and emergency days offered to teachers?
8. Was there a relationship between school district enrollment and the steps in the grievance process available to teachers?

**Definition of Terms**

*PLRB:* the Pennsylvania Labor Relations Board.

*Commonwealth employee:* a public employee employed by the Commonwealth or any board, commission, agency, authority, or any other instrumentality thereof.

*Employee:* a public school employee who bargains collectively with a public school entity, but shall not include employees covered or presently subject to coverage under the act of June 1, 1937 (P.L.1168, No. 294), known as the “Pennsylvania Labor Relations Act,” or the National Labor Relations Act (61 Stat. 152, 29 U.S.C. Ch. 7 Subchapter 11). The term does not include any management-level employee of any other school district.

*Employer:* a public school entity, but shall not include employers covered or presently subject to coverage under the act of June 1, 1937 (P.L.1168, No.294), known as the “Pennsylvania Labor Relations Act,” or the National Labor Relations Act (61Stat. 152, 29 U.S.C. Ch. 7 Subchapter 11).

*Meet and discuss:* the obligation of a public employer upon request to meet at reasonable times and discuss recommendations submitted by representatives of public employees: Provided, that any decisions or determinations on matters so discussed shall remain with the public employer and be deemed final on any issue or issues raised.

*Negotiated agreement:* an agreement between a public school board and its public school district teachers association that was negotiated through the use of collective bargaining. Negotiated agreements address issues such as salaries, benefits, leaves, pay procedure, teacher discipline, extra duties, staff development, grievance and arbitration

procedures, association rights and privileges, permissive issues of management rights such as policy and governance, length of school day and other working conditions.

*Unfair practice*: any practice prohibited by Article XII of Act 195.

### **Delimitations**

The following delimitations narrowed the scope of this study:

1. The study was restricted to Pennsylvania Negotiated Agreements
2. The restrictions of time and financial support for the study prevented higher reliability resulting from a larger sample size.
3. The study was confined to negotiated agreements for the 2012-2013 school term.

### **Limitations**

The following limitations were potential weaknesses of this study:

1. The characteristics of terms and conditions of employment were collected from 2012-2013 negotiated agreements, and it was difficult to generalize results for other years.
2. The findings were related to only Pennsylvania school districts and cannot be generalized beyond the state.
3. Since the study was based upon negotiated agreements only, other terms and conditions of employment could have been published in other school district documents, such as human resource manuals, policy books, faculty handbooks, and appendices, and would have been missed in this research.

**Significance of the Study**

This study was significant because it provided school boards, school administrators, teachers, school district teacher associations, and state-level teacher associations, a wide scope of Pennsylvania court cases affecting negotiations, school funding statutes, collective bargaining statutes, and histories of collective bargaining in the United States and in Pennsylvania public education. With Pennsylvania leading the nation in school strikes, the background in this study provides useful information to public education contract negotiators whose goal is to limit school strikes through an informed, and less acrimonious, negotiating process. Data may be useful to negotiators by providing a base for comparison.

This study will be significant to district administrators as a tool to prepare them for advising school boards, as well as during the formal negotiation process. The data may also be useful to graduate students as they work toward principal and superintendent certifications. The data in this study serves as a foundation, a landmark for future research, by which future trends in Pennsylvania public school negotiated agreements may be measured.

**Summary**

During the period between 2000 and 2007, Pennsylvania teachers' associations went on strike more than any other states' teachers' associations. The Pennsylvania Labor Relations Board (PLRB) has administered and enforced the Commonwealth's laws dealing with labor-management relations. Each of Pennsylvania's school districts had in place a negotiated agreement between its school board and its teachers' association. The

process used to negotiate these negotiated agreements is called collective bargaining.

Collectively bargained contracts with teacher associations contain unique terms and conditions. The purpose of this study was to identify the structure, terms, conditions of employment, and scope of bargaining in Pennsylvania 2012-2013 agreements negotiated between school boards and teachers' associations in Pennsylvania school districts; and to describe the terms and conditions of employment found within said agreements in effect during the 2012-2103 school-year.

## **Chapter 2**

### **Review of Literature**

#### **Introduction**

A review of literature was completed to develop a foundation of information regarding collectively bargained agreements. The purpose of this chapter was to provide details of collectively bargained agreements in two areas:

1. the history of collective bargaining in the United States; and,
2. the history and scope of public education collective bargaining in Pennsylvania.

#### **The History of Collective Bargaining in the United States**

The Wagner Act, also known as the National Labor Relations Act (NLRA), became law in 1935. The NLRA guaranteed the rights of private citizens to organize, form unions, bargain collectively in the private sector, and established the National Labor Relations Board (NLRB) to oversee unionization and labor relations in the private sector. At the time many believed that unions should remain outside of the public sector. In 1937 President Franklin D. Roosevelt expressed his opinion in a letter to the President of the National Federation of Federal Employees:

All government employees should realize that the process of collective bargaining, as usually understood, cannot be transplanted into the public service. It has its distinct and insurmountable limitations when applied to public personnel management. The very nature and purposes of government make it impossible for administrative officials to represent fully or to bind the employer in mutual discussions with government employee organizations. The employer is the whole people, who speak by means of laws enacted by their representatives in Congress. Accordingly, administrative officials and employees alike are governed and guided, and



in many instances restricted, by laws which establish policies, procedures, or rules in personnel matters.

In 1947 Congress enacted the Taft-Hartley Act, also known as the Labor-Management Relations Act. Taft-Hartley declared the closed shop illegal, permitted the union shop subsequent to a vote of a majority of employees, and prohibited jurisdictional strikes and secondary boycotts. Taft-Hartley also included the right of employers to be exempted from bargaining with unions, and prohibited unions from contributing to political campaigns. In 1959 the Landrum-Griffin Act, also known as the Labor-Management Reporting and Disclosure Act (LMRDA), promoted the protection of union funds and union democracy by requiring labor organizations to file annual financial reports, required union officials, employers, and labor consultants to file reports regarding certain labor relations practices, and established standards for the election of union officers. While Taft-Hartley and Landrum-Griffin applied to private sector unions, many of these laws' concepts formed the foundation for collective bargaining by public sector workers, including teachers.

The earliest record of collective bargaining between teachers and a school district is the agreement between the Board of Education (Board) and the Norwalk Teachers Association (Norwalk) in Connecticut in 1946. Norwalk filed a lawsuit against the Board in a dispute over salaries, rejected the Board's offer, and a strike ensued. Although an agreement was reached the relationship between the two parties remained strained. Threats of strikes by Norwalk and disciplinary threats by the Board against teachers continued. As a result of the continuing dispute, in 1951 Norwalk sued the Board. Veir (1981) reported that the case of *Norwalk Teachers Association v. Board of Education*,

*138 Conn, 269, 83 A.2d 482* (1951) provided a foundation for legal issues of teacher association collective bargaining.

Corkill (1991) reported that in *Norwalk* the court determined in the absence of prohibitory statute or regulation, public employees could organize and conduct negotiations with the Board. However, negotiations were to be made in the absence of a strike threat. The court determined that in certain disputes mediation was desirable, arbitration permissible, and strikes impermissible.

*Norwalk* (1951) was important not only as a landmark case; additional benefits resulted. As a result of *Norwalk* the Connecticut Education Association drafted a plan of negotiation for teacher associations and boards of education to follow. The Connecticut State Board of Education approved the plan in 1957, which served as a guide for teachers associations and Connecticut school districts during negotiations.

Schiff (1953) reported that from August, 1945, through December, 1950, 62 work stoppages by teachers occurred in the United States. At the time nearly 60% of strikes were called by non-labor affiliated teachers' groups. The American Federation of Labor (AFL) locals were involved in 14; the Congress of Industrial Organizations (CIO) in 13; and independent or non-union groups in 35. In terms of the numbers of teachers involved in the strike actions labor affiliated organizations far exceeded non-union and independent groups.

Coughlin and Rader (1975) reported that in 1959 the Wisconsin legislature passed the first municipal labor relations law in the United States. The Public Employee Collective Bargaining Act granted municipal employees the right to self-organization, to

affiliate with labor organizations of their own choosing, the right to be represented by labor organizations of their own choice in conferences, and to negotiate with their municipal employers on questions of wages, hours, and conditions of employment. Provisions outlining employees' rights to organize and negotiate with municipal employers were enacted in the hope of diminishing the threat of municipal employee strikes over recognition issues. Unfortunately an impasse procedure for municipal sector collective bargaining disputes was not established under the law.

Wisconsin's Municipal Employment Relations Act (1959), was the nation's first law governing local collective bargaining. In 1964, the Milwaukee Teachers' Education Association was established as the first certified teachers' bargaining agent in Wisconsin. In 1969 the first teachers strike in Wisconsin occurred in Ashwaubenon, with 83 teachers taking part in a four-day strike.

Henninger (2010) reported that in 1962 President John F. Kennedy signed Executive Order 10988, allowing the unionization of the federal work force, changing public sector labor's position and influence. Kennedy's order swung open the door for the rise of a unionized public work force in many states and cities. As a result, dramatic growth occurred in membership of the public employee unions, including the National Education Association. Kennedy's executive order provided federal employees the right to form unions and engage in collective bargaining.

In 1967 New York adopted the Public Employees' Fair Employment Act, The Taylor Law, which covered employees of school districts, state and local governments, and entities operating public colleges and universities. The Taylor Law granted public

employees the right to organize and elect union representatives, and defined boundaries for public employers in negotiating and entering into agreements with public unions. In New York during the late 1960's public institutions of higher learning began collective bargaining, with bargaining occurring primarily in two-year community colleges.

In 1969 President Nixon expanded the rights provided under Executive Order 10988 by issuing Executive Order 11491, which established an institutional framework to govern labor-management relations in the Federal Government, set forth specific unfair labor practices, and authorized the use of binding arbitration of certain disputes. Executive Order 11491 also established two new entities. One, the Federal Labor Relations Council, would oversee the entire program; interpret rulings on provisions of the Order; decide policy issues; hear appeals from decisions made by the Assistant Secretary of Labor for Labor-Management Relations on unfair labor practice charges and representation claims; resolve appeals from negotiability decisions made by agency heads; and decide exceptions to arbitration awards. The other, the Federal Service Impasses Panel, was given discretionary authority to assist parties in resolving bargaining impasses when voluntary arrangements failed.

Martin (2003) reported that in 1975 President Ford issued Executive Order 11838, which formalized the bargaining process for federal employees. Ford's order amended the Nixon Executive Order and directed the additional expansion of collective bargaining rights to include agency regulations and mid-contract changes, enhancement of third-party dispute resolution procedures, and union recognition by secret ballot election.

Najita and Stern (2001) reported that public sector bargaining did not become widespread in the United States until the 1960's and 1970's, when many states joined the federal government in authorizing bargaining by public employees. Public sector collective bargaining continued to grow through the 1970's and 1980's. Schneider (1979) noted that by 1977 collective bargaining statutes were in place in 33 states. As of 2012 32 states, plus the District of Columbia, had mandatory collective bargaining rights, 13 states permit collective bargaining, and only 5 states specifically prohibit collective bargaining.

Brimelow and Spenser (1993) reported that private sector union membership declined drastically during the period beginning in the late 1950's through the early 1990's. During this time as a percentage of the workforce, private sector unions declined from 35% to 11%, while the percentage of the public sector workforce increased from 11% to 37%.

### **Public Education Collective Bargaining in Pennsylvania**

**History.** Hampel (1986) wrote that as the 1940s began, 60% of school boards refused to hire married teachers. Due to World War II and its aftermath, that number dropped to less than 10% by 1951. Bradley (1993) reported that in Philadelphia during the 1950s, teachers might have to pay a ward leader in order to obtain a teaching position, and may have been expected to work for the ward leader on election-day.

The Pennsylvania Labor Relations Act (PLRA), which created the Pennsylvania Labor Relations Board (PLRB) board in 1937, encouraged the peaceful resolution of disputes through collective bargaining, and protected employees, employers, and labor

organizations engaged in legal activities associated with the collective bargaining process. Most of the board's work is in the public sector. The PLRB administers and enforces Commonwealth laws that control labor-management relations. The PLRB provided efficient and impartial oversight of the laws that guarantee collective bargaining rights to public and some private sector employees in Pennsylvania, promoted stability and mutual benefit in employer/employee relationships, and assured balance in the rights and interests of employers, employees, and the public at large.

The Public School Code of 1949 was the foundation of Pennsylvania school law, and provided legislative guidance regarding public schools in the Commonwealth. However, the Code did not address strikes and collective bargaining. In 1970, Act 195 provided public workers with the ability to strike. The Mackinac Center for Public Policy (Washburn & Jahr, 2007) reported that 241 strikes occurred in 1975, but only 15 in 2004.

Mark Twain, the famous American author, wrote "In the first place God made idiots. This was for practice. Then He made school boards" (p. 317). The Sunshine Review (2012) reported that Pennsylvania public school directors in the Commonwealth's school districts were elected volunteers, except for those directors in the Philadelphia and Pittsburgh school districts, who receive compensation. Pennsylvania public schools operate within districts governed by locally elected, nine-member school boards.

The formal title of a school board member is "school director." School boards are required to negotiate contracts with the local union that represents their districts' teachers. Salaries and benefits account for nearly 70% of most school district budgets.

Transportation, instructional materials, utilities, and supplies account for nearly 20% of a typical budget. Teacher pay depends upon seniority and graduate credits. Most Pennsylvania teachers' contracts include a salary matrix that displays both components.

**Scope.** Alexander and Alexander (1998) reported that collective bargaining in the public sector encompasses three general categories: “(1) mandatory subjects of bargaining, (2) permissive subjects of bargaining, and (3) unlawful subjects of bargaining” (p. 771). Mandatory bargaining subjects are by and large determined by experience gained in the private sector under Taft-Hartley, which requires bargaining over wages, hours, and other terms and conditions of employment. Other issues that are not mandatory, but are negotiable, include teacher preparation periods, the length of the school day, performance of non-teaching duties, tuition reimbursement, pay for unused sick leave, a sick leave bank, association rights, and disciplinary actions against employees. Nonnegotiable items have been held to include assignment and transfer, dismissal procedures, binding arbitration of grievances, sabbatical leaves, class size, supplemental contracts, imposition of a no-smoking ban, and assignment of special duties. Management retains the rights to organize and maintain an efficient workforce.

The Federal Labor Relations Authority (FLRA) reported that the scope of bargaining concerns the issues parties are required to negotiate under appropriate state Statutes: only matters involving conditions of employment of bargaining unit employees are required to be bargained. The National Council on Teacher Quality (NCTQ) reported there is no federal law providing public sector employees the right to bargain collectively, as individual states regulate the rights of both public and private sector employees to

unionize and bargain collectively. As of August 2012, all but five states either required or permitted school districts to bargain a contract with the local teachers' union. The scope of terms and conditions of employment generally subject to bargaining are wages, hours, terms, and conditions of employment, as well as practices, and other issues, that are established by rule, regulation, or otherwise, which affect working conditions. The NCTQ also reported school districts generally interpret state guidance on what can be bargained as narrowly as possible, while unions are likely to interpret guidance as broadly as possible. This ambiguity is cause for many differences settled by state labor relations boards, case law, state school boards, or a state's attorney general. Pennsylvania public school labor disputes most often arise over what is considered a "term and condition of employment."

The FLRA (2012) reported that the scope of bargaining remains the same regardless of the issue that triggered the duty to bargain. The scope of bargaining for a new contract for a unit composed of 20 employees is identical to the scope of bargaining for a new contract covering 100,000 employees. If the statutory duty to bargain is triggered, the scope of that bargaining remains a constant.

By the 1960's Pennsylvania legislators understood the need for a comprehensive collective bargaining law. In 1970 Republican Governor Raymond Shafer and the Pennsylvania Legislature worked together to pass Act 195, the Public Employee Relations Act (PERA). Act 195 provided for public employees to form unions, to strike, and to bargain for wages and employment conditions. As a result of Act 195, public school teachers, secretaries, custodial and support staffs, cafeteria workers, and security staffs



organized into bargaining units and began the negotiation process regarding conditions of employment, wages, and benefits. Act 195 extended collective bargaining rights and obligations to most public employees and their employers at the state, county, and local government levels, and vested the PLRB with administrative authority to implement its provisions. Although specific provisions may vary, the board's basic duties are similar for public and private sector cases. The PLRB has the responsibility to determine the appropriateness of collective bargaining units and to certify employee representatives as well as the authority to remedy and prevent unfair labor practices.

**Court cases.** As mentioned previously, Pennsylvania public school labor disputes most often arise over what is considered a “term and condition of employment.” Even though statutes, case law, and experience provide guidance to school boards and teacher unions during contract negotiations, negotiated agreements arising from lengthy bargaining sessions are often the subject of contract disputes arising from daily operations. Below are eleven topics, which may be considered “terms and conditions of employment,” litigated in Pennsylvania Courts.

**Arbitration.** In *Williamsport Area School District v. Williamsport Education Association* (1996), the school district petitioned the Court of Common Pleas of Lycoming County to vacate an arbitration award in favor of the teachers' union. The Court granted the petition and the union appealed. Commonwealth Court held that the trial court exceeded applicable scope of review of arbitrators' interpretation of the collective bargaining agreement between the district and the union. The arbitrator's award was reinstated. Under the essence test standard applicable in public labor disputes,

a court's review of an arbitration award is extremely narrow and is limited to determination of whether arbitrator's decision could rationally be derived from the collective bargaining agreement at issue, viewed in light of its language, context, and any other indication of the parties intention: as long as arbitration award represents reasonable interpretation of the collective bargaining agreement. If the arbitrator's conclusion as to the intent of parties under the collective bargaining agreement can be reasonably drawn from the evidence, it should be upheld, despite a reviewing court may have believed a contrary conclusion may have been more sound.

***Bargaining unit clarification.*** In *North Hills School District v. Pennsylvania Labor Relations Board* (1999), a union representing educational support personnel filed a petition for unit clarification, seeking to include four positions which had been excluded from the unit as confidential employees, in its existing nonprofessional bargaining unit of secretarial and clerical employees. These positions had been excluded from the unit as confidential employees as defined by Section 301(13) of PERA, 43 P.S. §1101.301.

The PLRB found that the secretary to the assistant school superintendent was not a confidential employee for bargaining unit purposes, reasoning that her pre-petition involvement with collective bargaining was minimal because it was confined to the shredding of work sheets. The Union and the School District both filed exceptions to the Proposed Order for Unit Clarification, and, on March 18, 1997, the PLRB issued a Final Order in which it adopted the hearing examiner's findings of fact and conclusions of law relating to the secretary. The Court of Common Pleas of Allegheny County affirmed the

PLRB. The Court held that the secretary's activities did not warrant confidential status where the School District

simply failed to show that the duties of the secretary to the assistant superintendent prior to the filing of the unit clarification made her privy to information that would reveal the school districts collective bargaining strategy and seriously impair the school district's ability to bargain on an equal footing with its employees' unions.

The School District then filed an appeal with Commonwealth Court. Commonwealth Court reversed and remanded the case to the PLRB "to address the evidence of record that the secretary performed confidential duties prior to the filing of the Petition for Unit Clarification." Upon rehearing the case, the PLRB concluded that the School District failed to meet its burden of proving that the secretary should be excluded from the bargaining unit as a confidential employee.

***Discrimination in promotion.*** In *Uniontown Area School District v. Pennsylvania Labor Relations Board* (1999), the Supreme Court of Pennsylvania determined that the Uniontown School District committed an unfair labor practice when it failed to appoint a member of the teachers' union as principal after indicating concern about her union activities. The Court held that an employee, who, at the time of the discrimination in promotion occurs, is protected by PERA throughout the application process and until such time as the employee is advanced to a non-protected position. The school district had argued that upon the awarding of a non-protected management position, school principal, the employee would no longer have been protected by PERA.

***Good faith bargaining.*** In *St. Clair Area School District v. St. Clair Area Education Association* (1988), the PLRB found that the school district committed an

unfair labor practice. The St. Clair Area Education Association and the School District were unable to agree on the terms of a new collective bargaining agreement after the expiration of a prior agreement on June 30, 1986. The Association went on strike from September 19, 1986 until September 26, 1986. The Association went on strike again on January 26, 1987. The School District filed suit in the court of common pleas seeking injunctive relief to direct the teachers back to work pending collective bargaining agreement negotiations. In the courthouse prior to being seated, the Association and the School District entered into a tentative agreement, which was signed by the Association negotiating team and approved by its Association, and by five of the nine members of the School District on January 29, 1987. On February 3, 1987, at a public school board meeting, two members who had originally voted for the agreement now voted against acceptance, and one member was absent. The Association filed an unfair labor practice charge with the PLRB. The PLRB ruled in favor of the Association, holding that the School District failed to negotiate in good faith. The District appealed and the Court of Common Pleas affirmed. The School District appealed to Commonwealth Court, which held that where a majority of nine members of the school board approved a tentative agreement with the Association, and subsequently members changed their vote at a public school board meeting, it was a reasonable to conclude that the school district was not exercising good faith in its negotiations and the school district committed an unfair labor practice.

*Management rights. Chambersburg Area School District v. Commonwealth* (1981) provided the courts an opportunity to interpret Pennsylvania school district

management rights under Act 195. On September 8, 1976 the School District adopted a policy to ban all smoking in public school buildings, effective November 1, 1976. The policy applied to all School District employees and provides for disciplinary action for violations thereof. It is undisputed that the School District did not offer to negotiate with AFSCME relative to the no smoking policy prior to its adoption. AFSCME, as exclusive collective bargaining representative for the unit of custodial personnel employed by the School District, filed a charge of unfair practices with the PLRB on October 28, 1976 alleging a refusal to bargain in good faith. The School District claimed that in installing the policy it acted in furtherance of its duty to promote education. School districts are given broad powers to determine policy relative to education by the Public School Code of 1949 (Code), Act of March 10, 1949, P.L. 30, as amended, 24 P.S. § 1-101. Section 211 of the Code, 24 P.S. § 2-211 provided that school districts are vested with all necessary powers to enable them to carry out the provisions of the law.

The court concluded that the smoking ban was an inherent managerial policy and not a mandatory subject of bargaining. In making its decision the Court relied upon a landmark Pennsylvania case, *Pennsylvania Labor Relations Board v. State College Area School District* (1975) in which the Supreme Court of Pennsylvania had interpreted Act 195 with regard to mandatory subjects of bargaining and managerial prerogative. In its *State College* opinion, the Supreme Court determined that Sections 701 and 702 of Act 195, when read together, require that a balance be struck between the Section 701 mandatory subjects of bargaining and the Section 702 managerial prerogatives which need not be bargained; “In striking this balance the paramount concern must be the public

interest in providing for the effective and efficient performance of the public service in question,” *State College* at 268.

***Personnel records privacy.*** The Bangor teachers’ union sought declaratory judgment against the school board and school district in *Bangor Area Education Association v. Angle* (1998) to prevent examination of teacher evaluations by individual board members. The Court of Common Pleas of Northampton County agreed that individual members lacked authority to review teacher evaluations. The Board and District filed exception. The trial court issued an order denying exception: the Board and District appealed. The Commonwealth Court held that individual Board members lacked the authority to act unilaterally in reviewing teacher personnel records under the guise of carrying out board responsibilities; teacher personnel records are not “public records” (Inspection of Employment Records Law), Act of 1978, P.L. 1212, No. 286, individual school board members are prohibited from examining and inspecting personnel records. The Pennsylvania School Code authorizes only collective action by a school board.

***Salary, Benefits, Pennsylvania Sunshine Law.*** In *Preston v. Saucon Valley School District* (1995), a retired school administrator brought action against Saucon Valley School District to recover salary and benefits that he was allegedly owed under an addendum to his employment contract. The Court of Common Pleas, Northampton County, granted summary judgment for the district. The administrator appealed to the Commonwealth Court. The Court found that the school board’s failure to vote publically on the addendum to the contract rendered the addendum unenforceable, as it violated the Sunshine Act requirement that official actions take place at a meeting open to the public.

***Salary step movement.*** The Supreme Court of Pennsylvania was called upon to rule on salary step movement claims in *Corbett v. Scranton School District* (1999). In this case four teachers who were professional employees of the Northeastern Intermediate Unit were transferred to the Scranton School District pursuant to the Transfer Between Entities Act (Act). Despite the fact that the teachers all had more than seven years of service with the Intermediate Unit, the District informed them that they would only be credited for a total of seven years of service for purposes of salary step. The District based its decision to limit credit for years of service to seven years on a provision of the then-current collective bargaining agreement executed in 1990 by the District and the Federation of Teachers, which provided that “newly appointed teachers shall receive year-for-year credit on the salary schedule for no more than seven (7) years of prior teaching experience. . . .” The District concluded that the foregoing language was applicable to the teachers and superseded the Act based upon its interpretation of subsection (c) of the Act, which provided in part: “Nothing contained in this section shall be construed to supersede or preempt any provision of a collective bargaining agreement in effect on February 4, 1982. . . .”

The District interpreted the language to mean any provision in its collective bargaining agreement in effect on February 4, 1982, that was likewise included in subsequent collective bargaining agreements, superseded the requirements of the Act. A provision found in the District’s 1990 collective bargaining agreement, limiting credit for years of service to seven years, consistently appeared in the District’s collective bargaining agreements, including the agreement in effect on February 4, 1982. As a

result, the District concluded that its language superseded the Act. Under the negotiated agreement between the school district and the teachers' union, the provision in the agreement referring to "newly appointed teachers" was not applicable to teachers who were transferred pursuant to the Transfer Between Entities Act. The Court of Common Pleas granted the teachers' motion for summary judgment, providing credit for all years of experience for salary step purposes. The Commonwealth Court reversed and the teachers appealed. The Supreme Court found that no provision in any of the District's collective bargaining agreements limited the years of service to be credited to "transferred professional employees." Therefore, the Supreme Court ruled that the Act mandated "transferred professional employees shall be credited . . . for their years of service in the sending entity." The teachers received credit for all of their years of experience.

***Strikes.*** In *Carroll v. Ringgold Education Association* (1996), the Ringgold Education Association, Ringgold School District, and Ringgold Board of School Directors were parties to a collective bargaining agreement. When the collective bargaining agreement expired on August 31, 1993, the Association and District were unable to reach a new agreement for the ensuing 1993-1994 school-year. Notwithstanding the lack of agreement, however, the academic school year began as scheduled.

On February 9, 1994, the Association commenced a strike that subsequently ended when the Association and District agreed to extend the original collective bargaining agreement until a new agreement could be reached. The Association, District,



and Board then entered into Act 88 negotiations that included mediation, fact-finding, and final best offer arbitration. After the District and Board refused to adhere to the arbitrator's decision, the Association initiated its second strike. Prior to this strike, District students had received one hundred sixty-three days of instruction.

On June 7, 1994, the Pennsylvania Secretary of Education filed a complaint in equity and a petition for a preliminary injunction with the Washington County Court of Common Pleas, naming the Association, District, and Board as defendants. The Secretary requested the Court to issue a decree ordering the Association to end its strike and resume student instruction. The Secretary also asked the Court to order the District to schedule, before June 30, 1994, the remainder of the 180 days of student instruction mandated by section 1501 of the Public School Code, pursuant to section 1161-A of Act 88. The Court ruled that not only were the remainder of the 180 school days to be scheduled immediately; the Court also ordered bargaining to proceed "energetically and promptly."

***Supervisory status.*** Supervisory personnel rights were addressed under Act 195: the Act defined a supervisor as an employee who has the authority to recommend or execute the hiring, transfer, suspension, layoff, recall, promotion, discharge, assignment, reward or discipline of employees on behalf of a public-sector employer, such as a school district. In addition to individuals who perform these duties, Act 195 also recognized first-level supervisors who serve at the lowest level within the organization, such as head cooks and custodians. Both levels of supervisors were excluded from organizing and belonging to a bargaining unit, although each is entitled to "meet and discuss" privileges with the public employer. In May of 1971, the PLRB certified the Greater Johnstown

Educational Association as the exclusive representative for the bargaining unit that included teachers and other professional employees, including assistant psychologists. In *Curley v. Board of School Directors* (1994), Robert M. Curley challenged the Greater Johnstown School District in Commonwealth Court. Curley sought back pay due his claim that his district violated Act 195. Curley was first employed in the Greater Johnstown School District in 1958. Beginning in 1985 until his retirement in 1992, Curley was employed as an assistant psychologist. Psychologists were considered first-level supervisors within the meaning of Sections 301(6) and 604(5) of Act 195 and were excluded from the teachers' bargaining unit.

The record does not provide an exact date, but prior to 1991 the position of assistant psychologist was eliminated. However, Curley and other school psychologists were not made part of the bargaining unit certified by the PLRB in 1971. Under Act 195, first-level supervisors were permitted to form separate bargaining units. However, these units were not permitted to engage in collective bargaining and were statutorily prohibited from striking, although they did have the right, under PA Act 93 (1984), to "meet and discuss" with their employers.

In September of 1988, subsequent to discussions with district administrators, the Board adopted an Administrative Compensation Plan (ACP) covering the period from July 1, 1989 through June 30, 1993, providing for salaries and benefits for seventeen (17) administrative positions in the District, including psychologists. Curley was compensated under this plan for two years until August 1, 1991, when following a "meet and discuss" session with two administrators (not including school psychologists), the Board adopted

another written ACP for the school years 1991-1993. Similar to its predecessor the ACP specified salaries, length of work year, benefits, etc., and permitted a board to exclude eight previously included administrative positions. Among the positions excluded was that of psychologist, without the Board seeking clarification from the PLRB to determine whether psychologists should now be included in the professional teachers' bargaining unit certified by the PLRB in 1971. Curley received a letter from the Superintendent of Schools, dated August 1, 1991, informing him that the method for determining his pay would no longer depend on the "terms and conditions" of the ACP. Instead, his salary would be based on the "terms and conditions" of the teachers' contract. The name of his position was not changed to "assistant psychologist," but remained as "psychologist"; nor was there any change in his duties. In the Board's view, when it eliminated the position of assistant psychologist, psychologists were no longer supervisors as defined in Act 195, and were therefore no longer administrators covered by the ACP.

Curley retired at the end of the 1991-1992 school-year and filed a complaint, asking for declaratory judgment for payments that were due and owing him under the original 1989 ACP. Commonwealth Court determined that Curley was to be compensated under the terms of the 1989 ACP and that he was entitled to additional compensation in the amount of \$3,674.05

The Pennsylvania Association of Elementary and Secondary School Principals (PAESSP) (2012) reported that under Act 93 these "meet and discuss" meetings act as forums to permit input and recommendations from supervisors on issues of wages, hours, and employment conditions to assist the school districts in developing a compensation

plan that would address these issues. Meet and discuss sessions under Act 195 and Act 93 were not identical. Under Act 195, “meet and discuss” existed to permit input or recommendations from first-level supervisors on policy matters affecting wages, hours, terms and conditions of employment, and as a mechanism to assist a public employer in making its determination of the issues in question. Under Act 93, meet and discuss occurs prior to the adoption of a written compensation plan. *Curley* provided the Commonwealth Court its first opportunity to interpret Act 93.

***Union dues.*** Act 195 prohibits governmental units and school districts from bargaining with an individual employee regarding his or her individual wages when a recognized bargaining unit is in place. This activity would constitute an unfair labor practice under Pennsylvania law. An employee could make his or her own decision about whether to join a union. However, if an employee chose not to join a union, the union did bargain on his or her behalf. Due to forced unionism in Pennsylvania, non-union teachers challenged fair-share fees procedure and assessment calculations in a landmark Pennsylvania case, *Otto v. Pennsylvania State Education Association-NEA-SAEA* (2003).

In *Otto*, seven non-union education professionals brought the action to challenge the Unions’ fair-share fee procedure and assessments. Subsequent to the District Court finding that the plaintiffs had standing to object to the fair-share fees, the parties filed a joint stipulation of facts followed by cross-motions for summary judgment. The District Court granted partial summary judgment in favor of the plaintiffs, declaring that the local union (SAEA) must verify its expenditures through an independent audit and that PSEA could not charge the plaintiffs for expenses incurred in litigation not relating specifically

to the plaintiffs' own collective-bargaining unit. However, it also held that the Unions could assess education-professional plaintiffs for non-litigation expenditures related to the Unions' representation of healthcare professionals. Both parties appealed, and together they presented four following issues to the Third Circuit Court of Appeals for review:

(1) whether, by filing their complaint, plaintiffs objected properly to the Unions' fees and procedures; (2) whether a local union, regardless of size, must obtain an independent auditor verification of the expenditures listed in its fair-share calculation notice; (3) whether a union may charge non-members for collective-bargaining-related litigation costs incurred on behalf of another bargaining unit pursuant to an expense-pooling arrangement with that other bargaining unit; and (4) whether a union may charge nonmembers for pooled resources available to all local affiliates even though some of the affiliates represent employees in different professions.

The Third Circuit ruled in favor of plaintiffs as to issues one and two, and the Unions on issues three and four.

In the United States there are 24 "Right to Work" states and 26 "Forced Unionism" states. "Right to Work" is defined as the right of an individual to work without being forced to join or pay dues to a union. "Forced Unionism" is defined as forcing union representation onto an individual, and forcing that individual to pay union fees as a condition of employment. Pennsylvania is a forced unionism state.

Prior to the Public Employee Fair Share Fee Law (Act 15) becoming law in 1993, the question regarding employees benefiting from union negotiation without paying union dues remained unresolved. Act 15 allowed unions to bargain for employees, who were required to pay a "fair share" for their collectively bargained benefits. In many school districts, fair share employees have been required to pay a significant percentage,

in some instances exceeding 80%, of the union's dues in exchange for representation. Fair share was not a requirement of Act 15; however, most bargaining units negotiated the concept into their Collective Bargaining Agreements. The Pennsylvania School Boards Association informed its members to consider rights of members who choose not to join the union, prior to agreeing to the addition of fair share language in collective bargaining agreements.

### **Process of Collective Bargaining in Pennsylvania**

In 1992 Act 88, the Collective Bargaining Law for School Employees Session of 1992, was signed into law by Democrat Governor Robert P. Casey, Sr. Act 88 created the rules that govern school-union negotiations and sets limits on the duration of strikes. Act 88 also brought new procedures and schedules to the collective bargaining process under Act 195. In Pennsylvania, where collective bargaining is required, school boards must bargain in good faith to the point of impasse. Section 1112-A of Act 88 addresses the scope of bargaining within public school districts:

**Act 88, Section 1112-A. Matters of Inherent Managerial Policy.** - Employers shall not be required to bargain over matters of inherent managerial policy. Those matters shall include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the employer, standards of services, and its overall budget, utilization of technology, the organizational structure and selection and direction of personnel. Employers, however, shall be required to meet and discuss on policy matters affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by employee representatives.

Act 88 amended the Public School Code of 1949. Pennsylvania, in part, described Act 88 as “An act relating to the public school system, including certain provisions applicable as well to private and parochial schools; amending, revising, consolidating and

changing the laws relating thereto, providing for collective bargaining; further providing for payments on account of transportation of nonpublic school pupils and for reimbursement on leases and debt; granting pupils the right to refuse to dissect, vivisect or otherwise harm or destroy animals; and making a repeal.”

The primary goal of Pennsylvania legislators with respect to Act 88 was to decrease the number of public school strikes. The Sunshine Review (2012) reported that in these respects Act 88 replaced Pennsylvania Act 195. As a matter of law, however, Act 88 did not amend Act 195. It instead shifted various provisions governing collective bargaining in public schools into the Public School Code of 1949. Therefore, the provisions of Act 88 must be read in conjunction with those of Act 195.

An important change created by Act 88 was a limit on the legal duration of any public school strike. Act 88 did this by requiring teachers to work at least 180 classroom days. These are days in which students are present, excluding days for in-service training or parent-teacher conferences, between the start of classes at the beginning of a school year and June 30 of the following calendar year. As a result, strikes called at the beginning of a school year may extend for several weeks before teachers are required to return to their classrooms. Strikes called near the end of the school year are likely to be limited to a few days because all possible make-up days, such as holidays or teacher in-service days, may have already passed.

Act 88 also determined a mandatory time for bargaining, prohibited selective strikes, required a 48-hour advance notice for a legally authorized strike, provided for either party to request fact-finding under PLRB regulations, and established voluntary

non-binding arbitration as an impasse procedure. While adoption of Act 88 has led to an overall decrease in teacher strikes, Pennsylvania unions have continued to lead in their use. During the period from 2000 to 2007 in the 13 states that permit teacher strikes 137 teacher strikes occurred. During the period, teachers in Pennsylvania, Illinois, and Ohio were responsible for more strikes than teachers in any other state, calling 82, 23, and 19 strikes, respectively.

The procedures to minimize strikes and provide for a process to settle teacher strikes under Act 88 are lengthy. Due to the passage of Act 88, litigation with respect to the scope of bargaining has greatly diminished. In its place is an impasse procedure process that is time consuming, designed to restrict litigation while providing the potential for solutions for both teacher associations and school districts. While somewhat lengthy, the appropriate sections of the statute are included below.

Act 88 addresses the process of bargaining under Section 1111-A, *Mutual Obligation*, and Section 1112-A, *Matters of Inherent Managerial Policy*. Under *Section 1111-A, Mutual Obligation*, collective bargaining is identified as the performance of the mutual obligation of the employer or his representative and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment or the negotiation of an agreement or any question arising there under and the execution of a written contract incorporating any agreement reached, but such obligation does not compel either party to agree to a proposal or require the making of a concession. Under *Section 1112-A, Matters of Inherent Managerial Policy*, employers shall not be required to bargain over matters of



inherent managerial policy. Those matters shall include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the employer, standards of services, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel. Employers, however, shall be required to meet and discuss on policy matters affecting wages, hours, and terms and conditions of employment, as well as the impact thereon upon request by employee representatives.

Should an impasse occur during bargaining, Section 1121-A, Submission to Mediation, provides a legislative solution: after a reasonable period of negotiation, if a dispute or impasse exists between the representatives of the employer and the employee organization, the parties may voluntarily submit to mediation. If no agreement is reached between the parties within 45 days after negotiations have commenced, but in no event later than 126 days prior to June 30 or December 31, whichever is the end of the school entity's fiscal year, and mediation has not been utilized by the parties, both parties are required to call on the service of the Pennsylvania Bureau of Mediation. In an effort to effectively provide mediation services, the Pennsylvania Bureau of Mediation employs not less than 25 mediators.

If an agreement has not been reached through the use of mediation, fact-finding panels are addressed under Section 1122-A, Fact-Finding Panels. Section 1122-A, stated that if mediation has commenced it shall continue for so long as the parties have not reached an agreement. If, however, an agreement has not been reached within 45 days after mediation has commenced, or in no event later than 81 days prior to June 30 or December 31, whichever is the end of the school entity's fiscal year, the Bureau of

Mediation notifies the board of the parties' failure to reach an agreement and of whether either party has requested the appointment of a fact-finding panel.

If the parties agree to fact-finding, the board appoints a fact-finding panel at any time except that the parties may not mutually agree to fact-finding during mandated final best-offer arbitration. Fact-finding may not be implemented between the period of notice to strike and the conclusion of a strike or during final best-offer arbitration. If the board chooses not to implement fact-finding prior to a strike, the board issues a report to the parties listing the reasons for not implementing fact-finding if either party requests one. Not more than 10 days after the findings and recommendations have been sent, the parties are required to notify the board and each other whether or not they are at an impasse. This impasse is a result of being unable to accept the recommendations of the fact-finding panel. If the parties do not notify the board and each other, the panel publicizes its findings of fact and recommendations.

Pennsylvania pays one-half of the cost of the fact-finding panel; the remaining one-half of the cost is divided equally between the parties. The board establishes rules and regulations under which panels shall operate, including, but not limited to, compensation for panel members.

Should an impasse occur, Section 1123-A, Negotiated Final Best-Offer Arbitration, requires parties to bargain upon the issue of acceptance and adoption of one of the following approved impasse procedures, with the proviso that such an obligation does not compel either party to agree to a proposal or require making a concession.

Procedure 1) Arbitration is confined to a choice among one of the following *single packages*: the last offer of the representative of the employer; the last offer of the representative of the employees; or the fact-finder's recommendations, should there be a fact-finder's report.

Procedure 2) Arbitration is confined to a choice among one of the following on an *issue-by-issue basis*: the last offer of the representative of the employer; the last offer of the representative of the employees; or the fact-finder's recommendations, should there be a fact-finder's report.

Procedure 3) Arbitration is confined to a choice among one of the following on *the basis of economic and noneconomic issues as separate units*: the last offer of the representative of the employer; the last offer of the representative of the employees; or the fact-finder's recommendations, should there be a fact-finder's report.

At any time prior to mandated final best-offer arbitration, Section 1125-A Final Best-Offer Arbitration provides that either the employer or the employee organization may request final best-offer arbitration, unless fact-finding has been initiated as provided in section 1122-A. If fact-finding has been initiated, the parties are required to complete fact-finding before requesting final best-offer arbitration. If either party requests final best-offer arbitration, that party is required to notify the Bureau of Mediation, the board, and the opposing party in writing. The opposing party must, within 10 days of the notification by the requesting party, notify the requesting party in writing of its agreement or refusal to submit to final best-offer arbitration. No strikes or lockouts may occur during this 10-day period or until the requesting party is notified by the opposing party

that they refuse to submit to final best-offer arbitration. Arbitration only occurs if both parties agree to submit to final best-offer arbitration.

If a strike by employees or a lockout by an employer prevents the school entity from providing the required 180-day period of instruction by the later of June 15 or the last day of the school entity's scheduled school year, the parties are required to submit to mandated final best-offer arbitration consistent with the arbitration option negotiated. A return to work for the purpose of submitting to final best-offer arbitration is not considered a unilateral return to work. If the parties are unable to agree on the adoption of one of the approved impasse procedures under section 1123-A, the mediator appointed (pursuant to section 1121-A) elects the procedure.

Within 10 days of submission to final best-offer arbitration, the parties are required to submit to the arbitrators their final best contract offer, together with documentation supporting the reasonableness of their offer. This documentation must include, but need not be limited to, the following:

1. The public interest.
2. The interest and welfare of the employee organization.
3. The financial capability of the school entity.
4. The results of negotiations between the parties prior to submission of last best contract offers.
5. Changes in the cost of living.
6. The existing terms and conditions of employment of the employee organization members and those of similar groups.
7. Such other documentation as the arbitration panel shall deem relevant.

Arbitration is limited to unresolved issues only; unresolved means issues not agreed to in writing prior to the start of arbitration. The parties may agree to submit to final best-offer arbitration at any time except during fact-finding or during mandated final best offer arbitration. Upon submission to the arbitrator of both parties' final best offers the employer is required to post the final best contract offers in the school entity's main office for the purpose of soliciting public commentary. Copies of both parties' final best offers must be available from the school entity's main office.

The public comment period closes subsequent to 10 days from the day of posting. All public comments are required to be directed to the arbitrators for consideration. These comments must be provided upon request to the employer and to the employees' organization. Within ten (10) days of the selection of a third arbitrator to the arbitration panel, the arbitrators are required to begin hearings during which they will hear arguments from representatives of the employer and of the employees in support of their respective last best contract offers. At least five (5) days prior to the hearing, a written notice of the date, time, and place of the hearing is required to be sent to the representatives of both the employer and employees. The written notice must also be sent to the fiscal authority having budgetary responsibility or charged with making appropriations for the employer, and a representative designated by such body shall be heard at the hearing upon request of such body or of the employer as part of the presentation of the employer.

Not later than twenty (20) days after the hearing the arbitrators are required to examine each item of dispute; make a determination in writing consistent with the

arbitration option agreed to by the parties; and forward a copy of the written determination to both parties involved in the dispute and to the board. The determination of the majority of the arbitrators reached is binding upon the employer, employees, and employee organization involved and constitutes a mandate to the school entity to take whatever action necessary to carry out the determination, provided that within ten (10) days of the receipt of the determination the employee organization or the employer does not consider and reject the determination at a special or regular meeting. This determination includes, but is not limited to, a determination that requires a legislative enactment by the employer prior to or as a condition for its implementation, including, without limitation, the levy and imposition of taxes. No appeal challenging the determination reached is allowed to any court unless the award resulted from fraud, corruption, or willful misconduct of the arbitrators. If a court determines that this has occurred, it shall declare the award null and void. An appeal of the award must be made to the court of common pleas of the judicial district encompassing the respective school district.

If the employer or the employee organization rejects the determination of the majority of the arbitrators, the employee organization may initiate a legal strike or resume a legal strike initiated prior to submission to final best-offer arbitration. The employer may hire substitutes, or it may initiate a legal lockout or resume a legal lockout initiated prior to submission to final best-offer arbitration.

If a determination of the arbitrators is to be implemented under Section 1151-A, Agreement and Enforcement, the agreement is to be memorialized as a written agreement

by and between the school entity and the employee organization. The executed agreement is enforceable by each party in the manner as provided by law, under the Act 195. In the event that a school entity or an employee organization refuses to execute a written agreement under this section, the employee organization or the school entity may institute a cause of action in the court of common pleas to compel compliance and, in the appropriate case, specific performance of the determination.

Under Section 1152-A, Existing Agreements; Provisions Inconsistent with Article, should provisions of a collective bargaining agreement be inconsistent with those contained in Act 88, those provisions are deemed valid until the expiration of such contract. Act 88 substantially reduced the annual number of school strikes in Pennsylvania, but it has not eliminated them. If school boards and unions cannot agree during a school year, negotiations must continue in following years, during which strikes can also occur.

While Act 88 may be imperfect in the opinion of many, Section 1161 is considered by many to be the most important contained in the Act: under this section, should an employee organization be on strike for an extended period, one which would not permit the school entity to provide the period of instruction required by Section 1501 by June 30, the Secretary of Education has the ability to initiate appropriate injunctive proceedings providing for the required period of instruction.

One concern that Act 88 did not address was the potential for a legislative provision requiring similarities in collective bargaining agreements, which could simplify and perhaps shorten the negotiation process. One popular suggestion is to introduce new

provisions that would require unions and boards to avoid unique approaches and solutions: in reality, to use common terms and conditions in these agreements. As mentioned in this proposal's problem statement, as a result of the lack of use of standard approaches and solutions, collective bargaining agreements in Pennsylvania can be found with as few as 30 pages, and as many as 300 pages. In the Commonwealth each contract is unique, with many different provisions and approaches used as solutions for similar problems.

### **Funding the Negotiated Agreement**

The scrutiny of the teacher wage and benefits negotiations process, which by its very nature accounts for such a large percentage of total educational costs, has become far more intense over the past few years due to lower local real estate tax revenue, and decreasing amounts of federal aid. While state education aid in Pennsylvania has increased slightly from 2008-2009 to 2011-2012, federal education aid in Pennsylvania decreased significantly from 2010-2011 to 2011-2012. Together, state and federal aid decreased significantly from 2008-2009 to 2011-2012.

Year	Aid
2008-2009	\$11,680,135,000
2009-2010	\$11,040,162,000
2010-2011	\$11,611,261,000
2011-2012	\$10,576,055,000

Source: Pennsylvania Department of Education



The \$1,104,080,000 decrease between 2008-2009 and 2011-2012 represented a percentage decrease of 8.5%. Pennsylvania incurred a \$4.2 billion deficit during 2009-2010, negatively influencing Pennsylvania's ability to increase state education aid beginning in the 2010-2011 fiscal year. Throughout the past 20 years, increasing expenses, unfunded mandates, and fluctuations in state funding have caused many school districts to dramatically increase real estate taxes. Such a public outcry resulted in Pennsylvania that the Legislature passed, and Democrat Governor Ed Rendell signed, the Special Session Act 1 of 2006, the *Taxpayer Relief Act*, on June 27, 2006, and modified in June 2011 by Act 25 of 2011. This law is designed to ease the financial burden of home ownership by providing school districts the means to lower property taxes to homeowners. First, the law provides for school expenses via funding provided through gaming revenue. It is anticipated that, ultimately, gaming will generate \$1 billion each year for local property tax relief. Second, a property tax limitation ceiling is provided by the Act. A formula, entitled the Act 1 Index, governs the ceiling. The Act 1 index determines the maximum school districts in Pennsylvania can raise taxes without voter approval. The formula is calculated by averaging the percent increases in the Pennsylvania statewide average weekly wage and the Federal employment cost index for elementary/secondary schools.

The Special Session Act of 2006 required a voter referendum if a school district proposes to raise its property ceiling rate or the rate for other school taxes including personal income taxes levied by the school district, faster than the property tax ceiling index after accounting for approved referendum exceptions. However, there are

exemptions for school districts from the referendums to cover certain circumstances. The law also required every school district to decide between not raising taxes above inflation or, if they do raise taxes above that rate, submitting the preliminary budgets to a voter referendum in the Spring Primary. School boards were able to apply for a referendum exception for certain above inflation increases such as emergencies and disasters, construction, and other cost increases that are not under district control. Under the Special Session Act of 2006, the following reasons school districts can be granted a referendum exemption were as follows:

- A state declared emergency authorized by the Governor of Pennsylvania.
- To comply with a judge's order at the state or federal level. Under this clause new tax collections must stop on the full satisfaction of the order.
- To pay interest and principal on debts incurred before September 4, 2004.
- To pay interest on debts for not participating in programs related to the *Pennsylvania Homeowner Tax Relief Act of 2004*.
- To pay interest and principal on debts incurred via voter approval.
- To pay interest and principal on indebtedness for up to 60% of the construction cost if the project is:
  - An approved school building project under the Pennsylvania Code.
  - The project was part of the *Pennsylvania Homeowner Tax Relief Act of 2004* after September 3, 2004 to fund debt service reserves.
- The increase sought under this clause is rescinded after full payment of interest and principal.
- The indebtedness is for an academic elementary or academic secondary school building and not for athletic fields or playgrounds.
- To pay interest and principal on indebtedness for up to \$250,000 on non-academic buildings including athletic fields in which the cap is adjusted annually with the ceiling index.
- Refinancing voter approved debt.
- Special Education Costs.
- Compliance with The No Child Left Behind Act of 2001.
- Health care benefits that rise faster than the index in contracts in effect on January 1, 2006.
- Increases in retirement payments that rise faster than the index.

School Districts in the cities of Philadelphia, Pittsburgh, and Scranton were exempted from the property tax ceiling index requirements.

### **Summary**

A look into the history of state and national school district collective bargaining, specifically the collective bargaining of negotiated agreements between school boards and teacher unions in Pennsylvania, the scope of bargaining in public school districts, and court cases resulting from the daily operation of public school districts, provided a view of a complex collective bargaining process. Over the past twenty years Pennsylvania, which historically has lead all states in the number of teacher strikes, has attempted via statute to guide school boards and teachers' unions toward negotiations that are more civil and prudent, seeking outcomes beneficial to parties to negotiated agreements -- Pennsylvania taxpayers and students.

## **Chapter 3**

### **Methodology**

#### **Introduction**

The purpose of this study was to describe the structure, terms, and conditions of employment of agreements negotiated by public school boards and teachers' associations in Pennsylvania school districts; to identify the scope of bargaining within negotiated agreements; to describe the terms and conditions of employment found within said agreements in effect during the 2012-2013 public school term; and to determine if there was a relationship between school district enrollment size and five selected terms and conditions of employment. These terms and conditions of employment are base salary; highest salary; teacher contribution for one full-time teacher's personal and dependent health benefit; total yearly sick, bereavement, personal, and emergency days offered; and grievance procedures available to teachers. The University of Nebraska-Lincoln Institutional Review Board (IRB) has determined that this research project does not require IRB oversight.

#### **Research Design**

This study employed a mixed-method design. The first research method was a multiple case document study of selected negotiated agreements between school boards and teachers' associations in selected Pennsylvania school districts in effect during the 2012-2013 school-year. This qualitative method was used to identify terms, conditions, and characteristics of employment, and the frequency with which these variables occurred in the agreements studied. These specific variables were collected as descriptive

data, which would later be tested for relationships between enrollment and measures on other variables.

The second research method was a quantitative study to determine if a relationship existed between school district enrollment size and five terms and conditions of employment, the dependent variables in this study, which are found within the selected collectively bargained agreements. These five terms and conditions were: base salary; highest salary; teacher contribution for one full-time teacher's personal and dependent health benefit; total yearly sick, bereavement, personal, and emergency days offered; and grievance procedures available to teachers. District enrollment size was the independent variable for the quantitative part of this study. Data was gathered from the agreements and recorded on a worksheet entitled "Collectively Bargained Terms and Conditions of Employment Worksheet."

The researcher chose to test five specific terms and conditions of employment due to the researcher's experience as a member of a teacher association contract-negotiation team, and applicable research provided to the team by The Pennsylvania State Education Association. The researcher was aware of the prevalence, in negotiated agreements, of the five specific terms and conditions of employment proposed for this study. During the qualitative phase of this study, three of the five terms and conditions of employment, total short term leave days, grievance procedures, and teacher-paid health cost contribution, were addressed in 48 of the 48 agreements reviewed. The remaining two terms and conditions, base salary and highest salary, were able to be calculated in 47 of the 48 agreements reviewed.

## **Sample and Population**

The sample for this study was 498 of the 499 school districts found in the Pennsylvania Department of Education (PDE) spreadsheet titled “Enrollment by LEA,” determined by the PDE as of October 3, 2011, and published by the PDE on April 12, 2012. The School District of Philadelphia was not included in this study because the enrollment of Philadelphia was so much larger than the other schools.

For the purpose of this study the researcher divided the 498 school districts into 4 categories, from the largest to the smallest, designated by the researcher as Category 1, Category 2, Category 3, and Category 4. Category 1 consisted of 125 districts; Category 2 consisted of 125 districts; Category 3 consisted of 124 districts; and Category 4 consisted of 124 districts. The range of enrollment for each school district category was recorded.

School districts were selected using a proportional stratified random sampling strategy. In Category 1, 12 of 125 districts were selected; in Category 2, 12 of 125 districts were selected; in Category 3, 12 of 124 districts were selected; in Category 4, 12 of 124 districts were selected. Each category of school districts was listed by enrollment, from high to low. Using this list, the largest school district in each group was numbered 1, and the second largest was numbered 2, and so forth. Four random lists of numbers were generated, using the range of each group. Districts were selected that matched the random numbers generated.

## Data Collection

The researcher contacted the Pennsylvania State Education Association (PSEA), the largest teacher association in the Commonwealth, and requested copies of the 48 negotiated agreements selected for this study. PSEA was able to supply 44 of the 48 requested negotiated agreements. The researcher contacted the Open Records Officer for each of the remaining four school districts and obtained the agreements that remained outstanding.

Table 1

*Enrollment Data for all Pennsylvania School Districts (excluding Philadelphia) and for Pennsylvania School Districts in the Sample (2011-2012)*

	Enrollment Range of All School Districts	Enrollment Average of All School Districts	Enrollment Range of Sample School Districts	Enrollment Average of Sample School Districts
Category 1	3,763 - 26,653	6,517	4,138 - 18,060	7,187
Category 2	2,136 - 3,754	2,854	2,136 - 3,461	2,843
Category 3	1,267 - 2,117	1,681	1,403 - 1,922	1,636
Category 4	222 - 1,262	893	535 - 1,135	893

The researcher reviewed each negotiated agreement and completed a Collectively Bargained Terms and Conditions of Employment Worksheet for each district, reporting these data: base salary; highest salary; teacher contribution for one full-time teacher's personal and dependent health benefit; total yearly sick, personal, bereavement, and emergency days offered; and the number of steps in the grievance process available to

teachers who are union members. For the qualitative part of the study each agreement was studied to determine the major themes, categories, and terms and conditions of employment. Coding of the documents was used to describe data and provide measure, where available. Notes were recorded for categories within each agreement, and each category summarized. For the quantitative part of the study, the data for the five dependent variables was collected from the Collectively Bargained Terms and Conditions of Employment Worksheet. The data was recorded by district enrollment size.

### **Data Analysis**

Data from each term and condition of employment was analyzed to determine patterns, trends, categories, and themes. Where quantitative description was possible, a mean, range, percentage, and standard deviation were calculated. A one-way analysis of variance (ANOVA) was computed to determine if a relationship existed between each term and condition and the district's enrollment. The independent variable was the district enrollment category. F ratios were computed for each factor comparison. Where the ANOVA indicated significant differences, a post hoc test was computed to determine where the differences were among the four size categories of schools districts. An alpha level of .05 was used on all statistical tests.

### **Research Questions**

To determine what themes and categories exist, a sample of negotiated agreements was studied. The following questions were used to guide this study:

1. What terms and conditions of employment were listed in 2012-2013 negotiated agreements in Pennsylvania school districts?



2. What were the characteristics of the terms and conditions of employment listed in 2012-2013 negotiated agreements in Pennsylvania school districts?
3. What was the frequency of these terms and conditions?
4. Was there a relationship between school district enrollment and base salary?
5. Was there a relationship between school district enrollment and the highest salary on the salary schedule?
6. Was there a relationship between school district enrollment and the teacher contribution for one full-time teacher's personal and dependent health benefit?
7. Was there a relationship between school district enrollment and the total of sick, personal, bereavement, and emergency days offered to teachers?
8. Was there a relationship between school district enrollment and the steps in the grievance process available to teachers?

## **Summary**

The purpose of this study was to describe the structure, terms, and conditions of employment of agreements negotiated by public school boards and teachers' associations in Pennsylvania school districts; to identify the scope of bargaining within negotiated agreements; to describe the terms and conditions of employment found within said agreements in effect during the 2012-2013 public school term; and to determine if there was a relationship between school district enrollment size and five selected terms and conditions of employment.

This study employed a mixed-method design to identify and describe terms and conditions of employment included in collective bargaining agreements between school

boards and teachers' associations in selected Pennsylvania school districts in effect during the 2012-2013 school-year. The first research method was a multiple case document study of selected negotiated agreements. The second research method was a quantitative study to determine if a relationship existed between school district enrollment size and five terms and conditions of employment, which are found within the selected collectively bargained agreements.

The sample for this study was 498 of the 499 school districts found in the Pennsylvania Department of Education (PDE) spreadsheet titled "Enrollment by LEA," determined by the PDE as of October 3, 2011, and published by the PDE on April 12, 2012. For the purpose of this study the researcher divided the 498 school districts into 4 categories, from the largest to the smallest. School districts were selected using a proportional stratified random sampling strategy, with twelve districts selected in each category.

## **Chapter 4**

### **Findings**

#### **Introduction**

The purpose of this study was to describe the terms and conditions of employment in agreements negotiated by school boards and teachers' associations in Pennsylvania school districts; to identify the scope of bargaining within negotiated agreements, to describe the terms and conditions of employment found within said agreements in effect from September 1, 2012 to August 31, 2013, and to determine if there was a relationship between enrollment size and five selected terms and conditions of employment: base salary; highest salary; teacher contribution for one full-time teacher's personal and dependent health benefit; total yearly sick, personal, bereavement, and emergency days offered; and steps in the grievance process available to teachers who are union members.

The researcher chose to test five specific terms and conditions of employment due to the researcher's experience as a member of a teacher association contract-negotiation team, and applicable research provided to the team by The Pennsylvania State Education Association. The researcher was aware of the prevalence, in negotiated agreements, of the five specific terms and conditions of employment proposed for this study. During the qualitative phase of this study, three of the five terms and conditions of employment, total short term leave days, grievance procedures, and teacher-paid health cost contribution, were addressed in 48 of the 48 agreements reviewed. The remaining two terms and conditions, base salary and highest salary, were able to be calculated in 47 of the 48 agreements reviewed.

The sample for this study was 498 of the 499 school districts found in the Pennsylvania Department of Education (PDE) spreadsheet titled “Enrollment by LEA,” determined by the PDE as of October 3, 2011, and published by the PDE on April 12, 2012. The School District of Philadelphia was not included in this study because the enrollment of Philadelphia was so much larger than the other schools.

For the purpose of this study the 498 districts were divided into four categories, from the largest to the smallest: Category 1, Category 2, Category 3, and Category 4. Category 1 consisted of 125 districts; Category 2 consisted of 125 districts; Category 3 consisted of 124 districts, and Category 4 consisted of 124 districts. The enrollment of districts designated as Category 1 ranged from 3,763 to 26,653. The enrollment of districts designated as Category 2 ranged from 2,136 to 3,754 students. The enrollment of districts designated as Category 3 ranged from 1,267 to 2,117 students. The enrollment of districts designated as Category 4 ranged from 222 to 1,262 students. The subjects were 12 districts in Category 1, 12 districts in Category 2, 12 districts in Category 3, and 12 districts in Category 4. Four random lists of numbers were generated, using the range of each group. Districts were selected that matched the random numbers generated.

The Pennsylvania State Education Association (PSEA), Pennsylvania’s largest teacher’s union, provided copies of 44 of the 48 negotiated agreements. The 4 outstanding agreements were obtained by the researcher. The researcher contacted each school district and was provided a copy of its negotiated agreement. The researcher completed a Terms and Conditions Worksheet for each district, reporting these data: base salary; highest salary; teacher contribution for one full-time teacher’s personal and

dependent health benefit; total yearly sick, personal, bereavement, and emergency days offered; and the number of steps in the grievance process available to teachers who are union members.

### **Terms and Conditions**

Data from the negotiated agreements and the Terms and Conditions Worksheet was collected, and analyzed to determine major themes, categories, and patterns.

**1. What terms and conditions of employment were listed in 2012-2013 negotiated agreements in Pennsylvania school districts?** Each of the five themes, salary and other compensation, benefits, short term leaves, employment conditions, and contract language, contained terms and conditions of employment familiar to teacher associations and school district negotiators. Each term and condition could be found well within the three general categories of collective bargaining: mandatory, permissive, and non-negotiable. For this study, six terms and conditions of employment, such as base salary and highest salary, were found within the salary and compensation theme, and seven terms and conditions of employment, such as health insurance and life insurance, were found within the benefits theme. Each of the remaining themes, short term leaves, employment conditions, and contract language, contained a minimum of three terms and conditions of employment.

**2. What were the characteristics of the terms and conditions of employment listed in 2012-2013 negotiated agreements in Pennsylvania school districts?** A significant variety of terms and conditions of employment were found in negotiated agreements in this study. Included in all negotiated agreements studied were mandatory

subjects of bargaining, such as wages and hours of employment. Included in most negotiated agreements were permissive, or negotiable, subjects of bargaining, such as teacher preparation periods, tuition reimbursement, pay for unused sick leave, a sick leave bank, and disciplinary actions against employees. Included in a few agreements were non-negotiable subjects of bargaining, such as assignment and transfer, sabbatical leaves, and class size. Perhaps these items were negotiated into agreements due to willingness to compromise, in response to a specific concern arising in the course of operations.

**3. What was the frequency of these terms and conditions?** Most terms and conditions of employment were found in the majority of the agreements studied. In all 48 negotiated agreements the following terms and conditions were addressed; health insurance, life insurance, sick leave, personal leave, grievance procedures, contract days, and length of day. Base salary, highest salary, and complete salary matrices were found in 47 of 48 agreements. Terms and conditions that were found in the majority of all four sub groups (school district Categories 1 through 4) were base salary, highest salary, salary matrix, number of non-athletic extra-duty positions, most highly compensated non-athletic extra-duty positions, health insurance, life insurance, flexible benefit plans, personal leave, bereavement leave, grievance procedures, contract days, length of day, planning time, duration clause, and separability. Table 2 lists the 5 major themes and 25 categories that appeared in the negotiated agreements studied.

Table 2

*Themes and Categories in Pennsylvania School Districts' Negotiated Agreements (2012-2013). (Terms and Conditions of Employment are located in the Category column).*

Theme	Category
Salary and Other Compensation	Base Salary Highest Salary Salary Matrix (Columns and Steps) Initial Placement on Salary Matrix Number of Non-Athletic Extra Duty Positions Most Highly Compensated Non-Athletic Extra Duty Positions
Benefits	Teacher Paid Health Cost Contribution Health Insurance Teacher Paid Health Cost Description Cash Payment to Teachers in Lieu of Health Insurance Life Insurance Disability Insurance Flexible Benefit Plan (Section 125)
Short Term Leaves	Sick Leave Personal Leave Bereavement Leave Emergency Leave
Employment Conditions	Grievance Procedures Contract Days Length of Day Personnel File Planning Time
Contract Language	Duration Clause Management Rights Separability (severability)

***Salary and other compensation.***

*Base salary.* Of the 48 negotiated agreements in the study, 47 listed a base salary.

In one agreement the base pay is negotiable, neither identified in the text of the agreement nor referenced on the salary schedule, which was either an appendix or

attachment to the agreement. In one agreement the base salary is calculated using an economic model defined within the agreement.

The highest base salary, \$49,117, was in a Category 3 district, and the lowest base salary, \$25,000, was in a Category 4 district. The \$25,000 salary was remarkably lower than the second lowest Category 4 salary of \$32,020. The highest base pay offered was not in the largest school district by enrollment size, nor was the lowest base salary offered at the smallest district by enrollment size.

The widest range of base pay by enrollment size, \$19,000, was found in Category 4 school districts. The overall range of all districts, as shown in Table 3, was \$24,117. The Category 1 school districts had the lowest base salary range of \$6,241. Table 2 depicts the range of base salaries in negotiated agreements of the forty-eight school districts in this study.

Table 3

*Range of Base Salaries in Pennsylvania School District's Negotiated Agreements (2012-2013)*

School Districts	n	Range	Difference
All	48	\$25,000 – \$49,117	\$24,117
Category 1	12	\$39,323 – \$45,564	\$6,241
Category 2	12	\$31,300 – \$45,570	\$14,270
Category 3	12	\$37,085 – \$49,117	\$12,032
Category 4	11*	\$25,000 – \$44,000	\$19,000

\*In one Category 4 school district, first year salaries were negotiable



Table 4 depicts the mean and standard deviation of base salaries in this study. The highest mean, \$42,229 was found in Category 1 school districts. The mean for Category 2 districts was slightly lower, measuring \$42,066. The lowest mean, \$36,335, was found in Category 4 school districts.

Table 4

*Mean and Standard Deviation of Base Salaries in Pennsylvania School Districts' Negotiated Agreements (2012-2013)*

School Districts	n	Mean	Standard Deviation
All	47	\$40,677	\$4,436
Category 1	12	\$42,229	\$2,063
Category 2	12	\$42,066	\$4,025
Category 3	12	\$41,715	\$3,013
Category 4	11*	\$36,335	\$5,127

\*In one Category 4 school district, first year salaries were negotiable

**4. Was there a relationship between school district enrollment and base salary?** Table 5 reports the ANOVA calculation of base salaries for school district size. The analysis indicated that there was a significant difference ( $p < .05$ ) between base salaries in different size districts. A pair-wise comparison post-hoc test was used to determine where significant differences occurred. The least significant difference (LSD) method was used to calculate the data. The LSD calculation of base salary revealed significant differences between Category 1 and Category 4 school districts ( $P = .000$ ),

Table 5

*Analysis of Variance of Base Salaries in Pennsylvania School Districts' Negotiated Agreements for School District Enrollment (2012-2013)*

School District Size	Sum of Squares	df	MS	F	p
Between Groups	272,409,449	3	90,803,150	6.644	.001**
Within	587,706,361	43	13,667,590		
Total	860,115,810	46			

\*p < .05, \*\*p < .01

Category 2 and Category 4 school districts ( $P = .001$ ), and between Category 3 and Category 4 school districts ( $P = .001$ ).

***Salary and other compensation.***

*Highest salary.* Of the 48 negotiated agreements in the study, 47 listed a highest salary. In one agreement the salary schedule is neither identified in the text of the agreement nor attached as an appendix to the agreement.

Without consideration for extra-duty compensation, a teacher who has moved through the schedule columns by attaining the maximum recognized education, and passed through the schedule steps, earns the highest pay available on the salary schedule.

Table 6 shows the range of the highest salaries reported in negotiated agreements studied to be \$63,963 to \$104,465. The largest salary in Category 1 districts was \$101,222, listed in the doctoral column. The largest salary in Category 2 districts was \$104,465, listed in the Masters +30 column. The largest salary in Category 3 districts was

Table 6

*Range of Highest Salaries in Pennsylvania Districts' Negotiated Agreements (2012-2013)*

School Districts	n	Range	Difference
All	47	\$63,963 - 104,465	\$40,502
Category 1	12	\$72,405 - 101,222	\$28,817
Category 2	12	\$71,650 - 104,465	\$32,815
Category 3	12	\$69,727 - \$94,500	\$24,773
Category 4	11*	\$63,963 - \$78,950	\$14,987

\*In one Category 4 school district, a highest salary was not provided

\$94,500, listed in the doctoral column. The largest salary in Category 4 districts was \$78,950, listed in the Masters +30 column.

Table 7 shows the mean, \$80,463, and standard deviation, \$10,486, of the highest salaries reported in the negotiated agreements in this study. The mean high salary for each category decreases from \$89,357 to \$71,182, with the highest mean in Category 1 districts, and the lowest mean in Category 4 school districts.

**5. Was there a relationship between school district enrollment and the highest salary on the salary schedule?** Table 8 reports the ANOVA calculation of highest salaries based upon school district size. The analysis indicated that there was a significant difference ( $p < .05$ ) between highest salaries in different size school districts. A pair-wise comparison post-hoc test was used to determine where significant differences occurred. The LSD method was used to calculate the data. The LSD calculation of

Table 7

*Mean and Standard Deviation of Highest Salaries in Pennsylvania School Districts' Negotiated Agreements (2012-2013)*

School Districts	n	Mean	Standard Deviation
All	47	\$80,415	\$10,552
Category 1	12	\$89,357	\$8,964
Category 2	12	\$82,879	\$10,512
Category 3	12	\$77,472	\$7,830
Category 4	11*	\$71,182	\$5,232

\*In one Category 4 school district, a highest salary was not provided

Table 8

*Analysis of Variance of Highest Salaries in Pennsylvania School Districts' Negotiated Agreements for School District Enrollment (2012-2013)*

School District Size	Sum of Squares	df	MS	F	p
Between Groups	2,073,960,392	3	691,320,131	9.754	.000**
Within	3,047,570,458	43	70,873,731		
Total	5,121,530,850	46			

\*p < .05, \*\*p < .01

highest salary revealed significant differences between Category 1 and Category 3 districts (P = .001), Category 1 and Category 4 districts (P = .000), and Category 2 and Category 4 districts (P = .002).

***Salary and other compensation.***

*Salary matrix (columns).* A salary schedule is displayed as a matrix that determines teachers' pay using years of experience and education. Columns are used to track a teacher's education progress. Of the 48 negotiated agreements in this study, 47 included a salary schedule. In the agreement that did not contain a salary schedule, employees' actual salaries were listed, identified using an employee identification number. Most of the agreements noted the schedule in the text of the agreement and included it as an appendix to the agreement. In all cases in which a salary schedule was displayed, the schedules had columns that represented levels of education, and rows that indicated years of experience. In 41 agreements, beginning with the first-year placement on the salary schedule, each year of experience was awarded a salary increase. As teachers earned additional graduate credits and reached specific levels of graduate education achievement, salary increases were awarded. Six negotiated agreements contained a wage freeze for 2012-2013.

Per Table 9, salary matrices contain a varying number of columns. A comparison of matrices revealed that these columns were distinctly defined; however, no trend was evident with regard to beginning a new column for the attainment of a certain number of graduate credits.

In 27 agreements, a column was added for completion of a doctoral degree: 10 in Category 1 districts, 6 in Category 2 districts, 5 in Category 3 districts, and 6 in Category 4 districts. Matrices in Category 2 districts contained the most columns with a mean of 7.1, and matrices in Category 3 districts contained the fewest columns with a mean of

Table 9

*Range and Mean of the Number of Columns in Salary Schedules in Pennsylvania School Districts' Negotiated Agreements (2012-2013)*

School Districts	n	Range	Mean
All	47	2 - 12	6.3
Category 1	12	4 - 10	6.9
Category 2	12	4 - 12	7.1
Category 3	12	2 - 11	5.3
Category 4	11*	2 - 12	6.1

\*In one Category 4 school district, a salary matrix was not provided

5.3. The columns identified most often were Bachelors, Bachelors +15, Masters, Masters +15, Masters +30, and Doctorate.

*Salary matrix (steps).* A salary schedule is displayed as a matrix that determines teachers' pay using years of experience and education. Rows, or steps, are part of salary schedule matrices that are used to measure a teacher's years of experience. Of 48 negotiated agreements studied, 47 included a bottom step or row, which was the final year of experience that was awarded additional pay. Table 10 points out that the number of steps varied; the mean for Category 1 and Category 2 districts was lower than the mean for Category 3 and Category 4 districts.

*Initial placement on the salary matrix.* Negotiated agreements in the majority of circumstances defined how teachers were placed on the salary schedule. The definition of "placement" is the row and column on the schedule a new teacher's salary would be

Table 10

*Range and Mean of the Number of Steps in Salary Schedules in Pennsylvania Districts' Negotiated Agreement (2012-2013)*

School Districts	n	Range	Mean
All	47	14 - 34	18.6
Category 1	12	14 - 34	17.9
Category 2	12	14 - 21	17.2
Category 3	12	15 - 29	19.6
Category 4	11*	15 - 25	19.7

\*In one Category 4 school district, a salary matrix was not provided

located. The row was an indication of experience, and the column an indication of education. In all school districts except one, the column placement was indicated on the salary schedule, and the current education status of the new teacher employee dictated the column placement of the new teacher.

Of the 48 agreements included in this study, 25 addressed the placement of newly employed teachers on the salary schedule. In Category 1, 10 districts addressed placement; in Category 2, 6 districts addressed placement; in Category 3, 6 districts addressed placement; in Category 4, 3 districts addressed placement.

Of the 48 agreements included in this study, 14 provided for negotiation when placing new teachers on the salary schedule. In Category 1, 6 districts provided for negotiating placement; in Category 2, 4 districts provided for negotiating placement; in

Category 3, 2 districts provided for negotiating placement; in Category 4, 2 districts provided for negotiating placement.

Of the 48 agreements included in this study, 11 provided a formula for calculating a teacher's placement on the salary scale. These formulas addressed experience limits used to place newly hired teachers. Limits were calculated, in most cases, through the use of formulas, defining the number of years of experience the school district permitted a teacher to transfer into the salary schedule. In Category 1, 4 districts provided a formula to calculate initial teacher placement; in Category 2, 2 districts provided a formula to calculate initial teacher placement; in Category 3, 4 districts provided a formula to calculate initial teacher placement; in Category 4, 1 district provided a formula to calculate initial teacher placement.

Rows indicate a teacher's years of experience, so veteran teachers changing school districts could be affected by limits placed on experience used to determine salary placement in the matrix. Formulas varied greatly in the 11 districts that provided a formula for calculating a teacher's placement on the salary scale. One district's negotiated agreement allowed for one-half of a teacher's total teaching experience to be recognized. Another agreement allowed for full credit for teaching service. A third agreement provided for 3 years plus one-half total years experience. A fourth agreement limited salary step placement to the step held by the majority of current employees in the district with the same credited years of public school service and educational degrees and credits, unless waived by the teachers association. Table 11 summarizes the frequency of clauses addressing the placement of newly employed teachers.



Table 11

*Frequency of Placement of Newly Employed Teachers in Pennsylvania School Districts' Negotiated Agreements (2012-2013)*

School Districts	n	F	p
All	48	25	52
Category 1	12	10	83
Category 2	12	6	50
Category 3	12	6	50
Category 4	12	3	25

In those districts where a formula was in place, the most permissive districts were in Category 3, in which 2 districts provided for all previous years' experience. In Category 1 districts one district provided for all previous years' experience. Of the 48 agreements, 23 failed to address the issue of placement. The largest percentage of agreements that addressed the issue of placement was in Category 1 school districts (83%). The largest percentage of negotiated agreements that did not address the issue of placement was in Category 4 districts (75%).

*Number of non-athletic extra duty positions.* Extra duty positions were available in all 48 districts surveyed. Positions such as class advisors, band leaders, and club leaders were found throughout the negotiated agreements. Additional compensation, authorized and paid by school boards, was available for all positions.

Of the 48 negotiated agreements, 37 had available a supplemental salary schedule, or a formula used to calculate the level of compensation. The schedule or formula was

typically found within the negotiated agreement; although it is nearly as likely the schedule or formula was attached as an appendix to the agreement.

Table 12 reveals that larger school districts provided more extra duty positions than smaller districts. The mean for Category 1 districts was 117 positions, the mean for Category 2 districts was 47 positions, the mean for Category 3 districts was 32 positions, and the mean for Category 4 was 25 positions. The sum of the means in Categories 2, 3, and 4, (104), was less than the mean of positions in Category 1 districts (117). The mean numbers of positions in Categories 2, 3, and 4, were close in comparison with each other.

Table 12

*Range and Mean of Non-Athletic Extra Duty Positions Reported in Pennsylvania School Districts' Negotiated Agreements (2012-2013)*

School Districts	n	Range	Mean
Reporting Districts	37	13 - 270	50
Category 1	7	47 - 270	117
Category 2	10	22 - 95	47
Category 3	10	14 - 51	32
Category 4	10	13 - 57	25

*Most highly compensated non-athletic extra-duty positions.* Extra duty positions were available in all 48 districts surveyed. The compensation schedule was typically found within the negotiated agreement; although it is nearly as likely the schedule or formula was attached as an appendix to the agreement. Of the 37 agreements that

included a salary schedule or formula, in 28 agreements compensation for extra duty positions could be calculated. The most highly compensated non-athletic extra-duty positions were available for 6 positions in Category 1 school districts, 8 positions in Category 2 school districts, 7 positions in Category 3 school districts, and 7 positions in Category 4 school districts.

Table 13 reveals the range and mean of the most highly compensated extra-duty positions for each school district category. The range of the most highly compensated extra-duty positions was the greatest in Category 3 school districts with a range of \$5,847. The range of the most highly compensated extra-duty positions was the least in Category 1 school districts with a range of \$4,822.

Table 13

*Range and Mean of Most Highly Compensated Non-Athletic Extra-Duty Positions in Pennsylvania School Districts' Negotiated Agreements (2012-2013)*

School Districts	n	Range	Mean
All Districts	28	\$1,737 - \$9,681	\$5,786
Category 1	6	\$3,680 - \$8,502	\$6,434
Category 2	8	\$4,376 - \$9,681	\$6,890
Category 3	7	\$2,801 - \$8,648	\$5,658
Category 4	7	\$1,737 - \$6,748	\$4,099

In Category 1 through Category 4, the most highly compensated non-athletic extra-duty position was found in the field of music—the high school marching band director position. The mean compensation for those four positions was \$8,395.

Table 14 depicts the mean and standard deviation of the most highly compensated non-athletic extra-duty positions in this study. The highest mean of \$6,890 was found in Category 2 school districts, and the lowest mean of \$4,099 was found in Category 4 school districts.

Table 14

*Mean and Standard Deviation of Most Highly Compensated Non-Athletic Extra-Duty Positions in Pennsylvania School Districts' Negotiated Agreements (2012-2013)*

School Districts	n	Mean	Standard Deviation
All	28	\$5,786	\$2,145
Category 1	6	\$6,434	\$2,015
Category 2	8	\$6,890	\$2,111
Category 3	7	\$5,658	\$2,018
Category 4	7	\$4,099	\$1,553

### ***Benefits.***

*Teacher health insurance contribution.* Negotiated agreements were studied to determine the annual contribution for one full-time teacher's personal and dependent health care benefit. Table 15 shows the range of annual costs to teachers for those benefits, in the 32 school districts in which a teacher's contribution is able to be

Table 15

*Range of Annual Contribution for a Full-Time Teacher's Personal and Dependent Health Care Benefit in Pennsylvania School Districts' Negotiated Agreements (2012-2013)*

School Districts	n	Range	Difference
All	32*	\$0 - \$1,716	\$1,716
Category 1	5	\$480 - \$1,200	\$720
Category 2	8	\$0 - \$1,716	\$1,716
Category 3	8	\$0 - \$1,200	\$1,200
Category 4	11	\$0 - \$1,144	\$1,144

\*Sixteen negotiated agreements do not provide information required to calculate teachers' contributions

calculated. The highest cost of \$1,716 was found in a Category 2 school district, and the lowest cost of \$0, the benefit fully paid by the school district, was found in 7 districts, with 4 Category 4 school districts providing fully paid health care.

Table 16 describes the mean and standard deviation of a teacher's cost for health insurance with dependent coverage. The highest mean of \$932 was found in Category 1 school districts, and the lowest mean of \$317 was found in Category 4 school districts. Category 2 school districts were found to have the highest standard deviation of \$523.

**6. Was there a relationship between school district enrollment and the teacher contribution for one full-time teacher's personal and dependent health benefit?** Table 17 reports the ANOVA calculation of teachers' health insurance costs for school district size. The analysis indicated that there was a significant difference ( $p < .05$ ) between a teacher's contribution for health insurance benefits in different size school

Table 16

*Mean and Standard Deviation of the Annual Contribution for a Full-Time Teacher's Personal and Dependent Health Care Benefit in Pennsylvania School Districts' Negotiated Agreements (2012-2013)*

School Districts	n	Mean	Standard Deviation
All	32*	\$604	\$480
Category 1	5	\$932	\$306
Category 2	8	\$865	\$523
Category 3	8	\$533	\$443
Category 4	11	\$317	\$382

\*Sixteen negotiated agreements do not provide information required to calculate teachers' contributions

Table 17

*Analysis of Variance of the Annual Contribution for a Full-Time Teacher's Personal and Dependent Health Care Benefit in Pennsylvania School Districts' Negotiated Agreements (2012-2013)*

School District Size	Sum of Squares	Df	MS	F	p
Between Groups	2,029,271	3	676,424	3.697	.023*
Within	5,123,121	28	182,969		
Total	7,152,392	31			

\*p < .05, \*\*p < .01

districts. A pair-wise comparison post-hoc test was used to determine where significant differences occurred. The least significant difference (LSD) method was used to calculate the data. The LSD calculation of teacher contribution for health insurance revealed significant differences between Category 1 and Category 4 school districts ( $P = .013$ ), and Category 2 and Category 4 school districts ( $P = .010$ ).

### ***Benefits.***

*Health insurance.* Health insurance plans were included in all negotiated agreements. The type of coverage offered, and limits of coverage, were often included within the agreement. In the majority (34) of negotiated agreements studied the insurance company or entity providing the medical benefit was named; 7 in Category 1, 9 in Category 2, 8 in Category 3, and 10 in Category 4. The majority of those naming the insurance company provided an outline of coverage. Table 18 depicts the frequency and percentage with which negotiated agreements identified a named health insurance provider.

*Teacher health care cost description.* Of 48 negotiated agreements, in 41 a teacher was responsible for paying a percentage of health care costs. A wide range of teachers' contributions for health insurance was evident. In 7 districts teachers were not required to contribute: the premium was fully paid by the school district. In 41 districts the cost for a teacher's contribution for one full-time personal and dependent health benefit was defined; in 32 agreements as a specific dollar figure, and in 16 agreements as a formula calculated using an unknown total cost to the school district. In one negotiated

Table 18

*Frequency of Identification of Named Health Insurance Provider in Pennsylvania School Districts' Negotiated Agreements (2012-2013)*

School Districts	n	F	p
All	48	34	71
Category 1	12	7	58
Category 2	12	9	75
Category 3	12	8	67
Category 4	12	10	83

agreement that contained a formula to calculate a teacher's cost for one full-time personal and dependent health benefit, the cost was defined as "10% of the total cost, capped at \$2,265." Another school district used the following formula: "1.3% of the average bachelor's salary."

Table 19 shows the prevalence of cost description of health insurance coverage in the 32 agreements (67%) in which a cost was able to be determined.

*Cash payments to teachers in lieu of health insurance.* Of the 48 negotiated agreements studied, 28 provided teachers with the option to accept payments in lieu of receiving health insurance benefits. Table 20 shows the frequency of cash payments to teachers in lieu of health insurance benefits in negotiated agreements studied.



Table 19

*Frequency of Health Insurance Cost Description in Pennsylvania School Districts’  
Negotiated Agreements (2012-2013)*

School Districts	n	F	p
All	48	32	67
Category 1	12	5	42
Category 2	12	8	67
Category 3	12	8	67
Category 4	12	11	92

Table 20

*Frequency of Cash Payments to Teachers in Lieu of Health Insurance Benefits in  
Pennsylvania School Districts’ Negotiated Agreements (2012-2013)*

School Districts	n	F	p
All	48	28	58
Category 1	12	5	42
Category 2	12	7	58
Category 3	12	8	67
Category 4	12	8	67

Of the 28 agreements providing payments in lieu of health insurance, 9 did not provide a benefit that could be calculated: the amounts payable were calculated using a formula such as “One-hundred percent of the district cost for a single employees’

coverage.” Another district used the following formula “Forty percent of premium capped at \$250 per month.”

Table 21 shows the mean and standard deviation of cash payments to teachers in lieu of health insurance benefits, in the nineteen negotiated agreements in which a payment was able to be calculated. The highest mean of \$3,108 was found in Category 3 school districts, and the lowest mean of \$1,915 was found in Category 2 school districts. The highest cash payment calculated was \$5,520; this figure was in a Category 3 school district.

Table 21

*Mean and Standard Deviation of Cash Payments to Teachers in Lieu of Health Insurance Benefits in Pennsylvania School Districts’ Negotiated Agreements (2012-2013)*

School Districts	n	Mean	Standard Deviation
All	19*	\$2,465	\$1,111
Category 1	4	\$2,575	\$287
Category 2	6	\$1,915	\$1,148
Category 3	5	\$3,108	\$1,478
Category 4	4	\$2,375	\$946

\* In nineteen negotiated agreements cash benefits were able to be calculated

*Life insurance.* All 48 of school districts’ negotiated agreements in this study provided a life insurance benefit for its teachers. In addition, all of the districts’ in this study paid the entire premium. Eleven districts provided an additional accidental death and dismemberment benefit equaling the death benefit. In lieu of a fixed benefit or a

benefit that could be calculated, 14 of the 48 agreements studied provided a formula for calculating life insurance benefits. The 14 agreements used formulas such as “1x salary,” “1.5 x salary,” and “2 x salary,” or in a few districts, formulas such as “base salary to the nearest 1,000” were used. The remaining 34 agreements provided a benefit that could be calculated.

Table 22 shows the range of life insurance benefits for teachers in the 34 negotiated agreements that published a life insurance benefit.

Table 22

*Range of Life Insurance Benefits for Full-Time Teachers in Pennsylvania School Districts’ Negotiated Agreements (2012-2013)*

School Districts	n	Range	Difference
All	34	\$15,000 - 100,000	\$85,000
Category 1	7	\$40,000 - \$50,000	\$10,000
Category 2	8	\$35,000 - 100,000	\$65,000
Category 3	10	\$30,000 - \$70,000	\$40,000
Category 4	9	\$15,000 - \$50,000	\$35,000

Table 23 depicts the mean and standard deviation of life insurance death benefits for full time teachers, in the 34 negotiated agreements that published a fixed life insurance benefit.

Table 23

*Mean and Standard Deviation of Life Insurance Benefits for Full-Time Teachers in Pennsylvania School Districts' Negotiated Agreements (2012-2013)*

School Districts	n	Mean	Standard Deviation
All	34	\$48,029	\$18,205
Category 1	7	\$47,857	\$3,934
Category 2	8	\$60,375	\$27,666
Category 3	10	\$50,500	\$12,122
Category 4	9	\$34,444	\$12,360

The highest mean of \$60,375 was found in Category 2 school districts, and the lowest mean of \$34,444 was found in Category 4 school districts. The highest life insurance benefit offered was \$100,000, which was offered by two school districts, both Category 2 districts. The lowest life insurance death benefit was \$15,000, which was found in a Category 4 school district.

*Disability insurance.* Of the 48 districts in this study, 17 provided a disability benefit of some type in their negotiated agreements. Disability insurance replaces employment income lost due to a sickness, accident, or both. In four school districts benefits were available to age 65; in 2 school districts benefits were paid for 5 years; in 3 districts benefits were paid for 2 years or less. The elimination period (waiting period) for benefits ranged from 21 days to 180 days. Two districts listed disability insurance as “available,” but did not provide any other details. The two highest monthly benefits available were \$4,000 and \$3,600.

Table 24 shows the frequency of disability benefits offered to teachers. Disability insurance benefits funded were most prevalent in Category 2 school districts, with 50% frequency.

Table 24

*Frequency of Disability Insurance in Pennsylvania School Districts' Negotiated Agreements (2012-2013)*

School Districts	n	F	p
All	48	17	35
Category 1	12	2	17
Category 2	12	6	50
Category 3	12	5	42
Category 4	12	4	33

*Flexible benefit plan (Section 125 plan).* In most school districts' negotiated agreements a flexible benefit plan was provided. Section 125 plans allow for pre-tax income to be deducted from a teacher's salary, and used the purchase of retirement annuities, out of pocket medical expenses, and insurance policies.

Table 25 shows the frequency of flexible benefit plans to teachers. Category 1 and Category 3 school districts' negotiated agreements contained the highest percentage (75%) of flexible benefit plans.

Table 25

*Frequency of Flexible Benefit Plans in Pennsylvania School Districts' Negotiated Agreements (2012-2013)*

School Districts	n	F	p
All	48	34	71
Category 1	12	9	75
Category 2	12	8	67
Category 3	12	9	75
Category 4	12	8	67

***Short term leaves.*** Total sick leave days, personal leave days, bereavement leave days, and emergency leave days, have been combined under the topic of Short Term Leaves.

***Sick leave.*** Section 1154 of the Pennsylvania School Code of 1949 addressed the payment of salaries in the case of sickness, providing for the payment of a teacher's compensation for a period not to exceed ten days. In some instances, school districts provided for more than 10 days' sick benefits. In the majority of agreements a specific number of sick days were listed. In the balance of negotiated agreements, sick days were not mentioned, or the school district referred to the Pennsylvania Public School Code. Different types of benefits arising from sick days were addressed in most negotiated agreements, including a sick bank, and sick day buy-back provisions that take effect upon a teacher's retirement. The range of the benefit for buy-back was \$25 per day to \$100 per day. In the negotiated agreements that list a limit for buy-back days, the highest number is 300. One negotiated agreement listed the number of buy-back days as "no maximum."

*Personal leave.* All negotiated agreements in this study provided personal leave days for teachers. Personal days provided time for teachers to conduct personal business that could not be conducted after school hours. Restrictions for using personal leave were found in many negotiated agreements, and requests for personal leave were often required to be written. The range of personal leave for the school districts in this study was 2 to 4 days. In three school districts, a teacher's experience affects the total personal days permitted. The majority of agreements in this study provided 2 personal leave days. In most agreements, unused personal leave days were not cumulative, but could be converted into sick days. Most agreements in this study do not allow personal days to be used immediately preceding or following a scheduled school vacation. The majority of agreements placed a limit upon the number of members who wished to utilize personal days on a single day, due to staffing concerns.

*Bereavement leave.* Of the 48 negotiated agreements in this study, 42 included bereavement leave. The remaining 6 agreements did not address bereavement leave. In 40 agreements, a range of 3 to 7 days of leave was provided for the passing of a spouse, child, or a parent. In 38 agreements, a range of 1 to 4 days was provided for the death of immediate family, and in most cases, a family member who resided with the employee. In many districts additional bereavement days were available for friends. Table 26 shows the frequency of additional bereavement days for immediate family and extended family, such as a cousin or a sister-in-law. The prevalence of bereavement leave did not change with district size.

Table 26

*Frequency of Additional Bereavement Days for Immediate and Extended Family  
in Pennsylvania School Districts' Negotiated Agreements (2012-2013)*

School Districts	n	F	p
All	48	38	79
Category 1	12	9	75
Category 2	12	9	75
Category 3	12	10	83
Category 4	12	10	83

*Emergency leave.* Providing days off for bona fide emergencies, through days defined as “emergency days” or “emergency leave,” was included in 15 negotiated agreements in this study. However, in 6 of those agreements, if an emergency day was used by a teacher, a deduction was made from a teacher’s personal day account or sick day account. In 2 agreements, emergency days could be granted by the district’s superintendent, but this was not guaranteed. The result is only 7 school districts’ negotiated agreements provided a contractually guaranteed emergency day that would not affect the total short term leave days available to teachers.

In one agreement, the term “emergency” was defined as “an unforeseen situation requiring action by the employee to avoid probable harm to the health, safety, or well-being of the employee, the employee’s current spouse, child, or any member of the employee’s immediate family.” Examples of emergencies would be a loss of electrical



power with children residing in the home, or a furnace failing to heat a home during winter months. Proof of the emergency may be required by the school district.

Table 27 shows the frequency with which school districts provided guaranteed emergency days available to teachers.

Table 27

*Frequency of Contractually Guaranteed Emergency Days for Teachers in Pennsylvania School Districts' Negotiated Agreements (2012-2013)*

School Districts	n	F	p
All	48	7	15
Category 1	12	2	17
Category 2	12	3	25
Category 3	12	1	8
Category 4	12	1	8

Table 28 provides the mean and standard deviation of the total number of short term leave days in negotiated agreements for school districts in this study. All bereavement days available for passing of a spouse, child, or a parent were calculated.

**7. Was there a relationship between school district enrollment and the total of sick, personal, bereavement, and emergency days offered to teachers?** Table 29 reports the ANOVA calculation of total sick, personal, bereavement, and emergency days offered to teachers. The analysis indicated that there was a significant difference ( $p < .05$ ) between school district enrollment and the total of sick, personal, bereavement, and

Table 28

*Mean and Standard Deviation of School Districts' Total of Teachers' Short Term Leave Days in Pennsylvania School Districts' Negotiated Agreements (2012-2013)*

School Districts	n	Mean	Standard Deviation
All	45*	16.4	1.82
Category 1	11	17.6	0.50
Category 2	10	16.0	2.31
Category 3	12	16.8	1.53
Category 4	12	15.3	1.78

\*Three (3) school districts' negotiated agreements adjust total leave days offered based upon teachers' experience and have not been included in this table.

Table 29

*Analysis of Variance of School Districts' Total of Short Term Leave Days (Sick, Personal, Bereavement, and Emergency Days) Offered to Teachers in Pennsylvania School Districts' Negotiated Agreements (2012-2013)*

School District Size	Sum of Squares	df	MS	F	p
Between Groups	34.232	3	11.411	4.219	.001**
Within	110.879	41	2.704		
Total	145.111	44			

\*p < .05, \*\*p < .01

emergency days offered to teachers. A pair-wise comparison post-hoc test was used to determine where significant differences occurred. The least significant difference (LSD) method was used to calculate the data. The LSD calculation of total short term leave days

revealed significant differences between Category 1 and Category 2 school districts ( $P = .028$ ), Category 1 and Category 4 school districts ( $P = .002$ ), and between Category 3 and Category 4 school districts ( $P = .031$ ).

***Employment conditions.***

*Grievance procedures.* All 48 negotiated agreements included grievance procedures available to teachers. Each agreement included a description of the steps in the process, as well as time period requirements for each step. One agreement defined a grievance as “An allegation by a member of the bargaining unit or class of members that there has been a violation, misapplication, or misinterpretation of the terms of this Agreement as it affects such members or class of members.”

The purpose of the grievance procedure is to secure equitable solutions to problems that arise from daily operation, doing so at the lowest administrative level possible. Most agreements studied attempted to move through steps as quickly as possible. In the majority of agreements studied, time limits were expressed in school days. Weekends and summer months were not counted against time limits written into steps of the procedure. Should an employee fail to proceed to the next level of the grievance procedure within the time limits in the negotiated agreement, the employee is deemed to have accepted the previously rendered decision. The failure of the school district to communicate a decision in writing within the specified time limits, at any step in the grievance process, automatically advances the grievance to the next step.

Of the 48 negotiated agreements in this study, 32 had an identical four-step grievance process. A written complaint was to be filed and submitted to a (1) first level

supervisor or principal; (2) superintendent; (3) school board or school board committee; (4) arbitrator. In the remaining 16 agreements, various steps were available to the grievant. As examples, in 12 agreements an additional step is added; an informal conference preceding the written complaint. In 2 agreements the district superintendent designated an administrator to review the principal's decision prior to the superintendent's intervention, and in 4 agreements the school board was not included in the grievance process. In four negotiated agreements, the school district was able to file grievances against the teachers' association or a teacher.

Should any grievance in a Pennsylvania school district move to the last step in the process, arbitration, Section 903 of Act 195 provides guidance. In such instances the teachers' association requests arbitration in writing through the use of the grievance form in accordance with Section 903. Within five days of this notice, the teachers' association was required to request the American Arbitration Association to submit a list of arbitrators to both parties. Within twelve days of the receipt of such list of arbitrators, the school district and the teachers' association must alternately strike arbitrator's names as provided for in Section 903.

Table 30 provides the mean and standard deviation of the total number of steps in the grievance process available to teachers. The highest mean of 4.58 steps was found in Category 1 school districts, and the lowest mean of 4.17 steps was found in Category 2 and Category 3.

Table 30

*Mean and Standard Deviation of School Districts' Number of Steps in the Grievance Process Available to Teachers in Pennsylvania School Districts' Negotiated Agreements (2012-2013)*

School Districts	n	Mean	Standard Deviation
All	48	4.29	.50
Category 1	12	4.58	.51
Category 2	12	4.17	.58
Category 3	12	4.17	.39
Category 4	12	4.25	.45

**8. Was there a relationship between school district enrollment and the steps in the grievance process available to teachers?** Table 31 reports the ANOVA calculation of the number of steps in the grievance process available to teachers. The analysis indicated that there was a significant difference ( $p < .05$ ) between the number of steps in the grievance process and school district enrollment. A pair-wise comparison post-hoc test was used to determine where significant differences occurred. The least significant difference (LSD) method was used to calculate the data. The LSD calculation of the number of steps in the grievance process revealed significant differences between Category 1 and Category 2 school districts ( $P = .042$ ) and between Category 1 and Category 3 school districts ( $P = .042$ ).

Table 31

*Analysis of Variance of School Districts' Number of Steps in the Grievance Process Available to Teachers in Pennsylvania School Districts' Negotiated Agreements (2012-2013)*

School District Size	Sum of Squares	df	MS	F	p
Between Groups	1.417	3	.472	1.979	.131*
Within	10.500	44	.239		
Total	11.917	47			

\*p < .05, \*\*p < .01

### ***Employment conditions.***

*Contract days.* All 48 negotiated agreements in this study included the total number of contract days in their school years. Many districts required additional days for teachers new to the district. The additional days required of new teachers are not included in this analysis.

The highest number of required school days, 194, was found in a Category 1 school district, and the lowest number of required school days, 182, was found in a Category 4 school district. Sixteen school districts' negotiated agreements included a minimum of 190 school days. Table 32 reveals the range and the mean of the number of teacher contract days for each school district by class.

*Length of day.* All 48 negotiated agreements defined the length of the workday for teachers. Of the 48 agreements studied, 33 defined the day as a 7 hour, 30 minute day, 8

Table 32

*Range and Mean of Teacher's Contract School Days in Pennsylvania School District's Negotiated Agreements (2012-2013)*

School Districts	n	Range	Mean
All	48	182 - 194	187
Category 1	12	186 - 194	190
Category 2	12	184 - 191	188
Category 3	12	183 - 192	187
Category 4	12	182 - 191	185

agreements defined the length of the workday to be between 7 hours, 35 minutes, and 8 hours, 7 agreements defined the length of the workday for teachers to be between 7 hours and 7 hours, 25 minutes, and 1 agreement defined its day as a 7 hours, 22 minute workday. Table 33 provides the range and mean of the length of teachers' workdays.

Table 33

*Range and Mean of Length of Teachers' Workdays in Pennsylvania School District's Negotiated Agreements (2012-2013)*

School Districts	n	Range	Mean
All	48	7:00 - 8:00	7:31
Category 1	12	7:20 - 8:00	7:34
Category 2	12	7:00 - 7:30	7:26
Category 3	12	7:30 - 7:45	7:33
Category 4	12	7:22 - 7:40	7:30

*Personnel file.* Under the Personnel File Act of 1978 (Inspection of Employment Records Law), an employer, upon receipt of a written request from the employee, must permit an employee to inspect his or her own personnel file. The right for a teacher to inspect his or her file was included in 29 of the 48 negotiated agreements in this study. In 21 negotiated agreements, teachers were required to receive notification from the school district, if the district placed, or planned to place, material in file that could be viewed as derogatory. In 16 negotiated agreements, a clause permitting a teacher to submit a written response to derogatory material was included.

The following clause was included in 1 of the 16 agreements permitting written responses to derogatory material:

Material derogatory or complimentary to a teacher's conduct, service, character, or personality shall not be placed in the personnel file unless the material is signed, dated, and the teacher has had an opportunity to review the material. The teacher shall acknowledge the opportunity to review the material by signing within one week, the copy to be filed, with the understanding that such signature in no way indicates agreement with the content thereof. Teachers shall also have the right to submit a written answer to such material. This answer shall be reviewed by the Superintendent or the Superintendent's designee and placed in the official file.

Table 34 shows the frequency of personnel file guarantees in the negotiated agreements studied.

*Planning time.* Of the 48 negotiated agreements in this study, 42 provided a guaranteed amount of planning or preparation time to teachers. Of these 42, 21 guaranteed planning time as one period per day; 12 agreements guaranteed planning time in minutes per day, ranging from 30 minutes to 45 minutes; 6 school districts' agreements provided planning time in minutes or periods per week, without a daily planning period



Table 34

*Frequency of Personnel File Guarantees in Pennsylvania School Districts' Negotiated Agreements (2012-2013)*

School Districts	n	F	p
All	48	29	60
Category 1	12	8	67
Category 2	12	5	25
Category 3	12	8	67
Category 4	12	8	67

guarantee; in these agreements weekly planning minutes ranged from 220 to 260. Three negotiated agreements addressed planning times in terms longer than one week. Three examples; “ten 40 minute periods over 10 days”; “average 1 period per day over a two week period”; and, “two hundred fifty- two minutes over a 2 week period.”

Due to significant scheduling differences between elementary and secondary schools, this planning time analysis has been completed for secondary schools only. Table 35 shows the frequency of planning time as a condition of employment located in the negotiated agreements in this study.

***Contract language.***

*Duration clause.* Successor negotiated agreements affecting Pennsylvania school districts are addressed in Act 195 and Act 88: teachers’ negotiated agreements shall continue until a successor agreement is reached. All 48 negotiated agreements in this

Table 35

*Frequency of Planning Time in Pennsylvania School Districts' Negotiated Agreements (2012-2013)*

School Districts	n	F	p
All	48	42	88
Category 1	12	11	92
Category 2	12	10	83
Category 3	12	11	92
Category 4	12	10	83

study contained duration language, 44 negotiated agreements addressed the duration issue, indicating the agreement would expire unless a successor agreement was negotiated, 4 negotiated agreements addressed duration by adding a clause indicating the contract would automatically renew itself if a new successor agreement was not in place.

If a successor negotiated agreement is not in place, terms and conditions of the expired agreement, at the time of expiration, remain in effect. For example, subsequent to expiration, horizontal or vertical movement on the salary schedule does not occur. Table 36 illustrates the frequency of a clause indicating the agreement would expire unless a successor agreement was negotiated.

*Management rights.* School district management rights were included in 14 of the 48 negotiated agreements included in this study. Management rights are addressed in Act 195, yet from time to time grievances are filed by teacher associations when the association determines a school district's management decision exceeds inherent

Table 36

*Frequency of Duration Clauses in Pennsylvania School Districts' Negotiated Agreements (2012-2013)*

School Districts	n	F	p
All	48	44	92
Category 1	12	11	92
Category 2	12	12	100
Category 3	12	11	92
Category 4	12	10	83

managerial policy. In these instances teachers' associations claim the matter should become a mandatory subject of bargaining. Such was the case in *Chambersburg Area School District v. Commonwealth* (1981).

Added to Act 195 in July, 1992, Section 1112-A addresses matters of inherent managerial policy.

Employers shall not be required to bargain over matters of inherent managerial policy. Those matters shall include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the employer, standards of services, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel. Employers, however, shall be required to meet and discuss on policy matters affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by employee representatives.

An example of management rights included in a negotiated agreement in a Category 1 school district included in this study;

The Employer shall retain all of its rights of management which are not inconsistent with this Agreement or the exercise of which do not conflict with this Agreement whether or not considered by the parties hereto during the negotiation

of this Agreement. Any of the rights, powers, functions or authority which the Employer had prior to the signing of this Agreement, including but not limited to those in respect to wages, hours of employment or conditions of work except as they are specifically abridged or modified by this Agreement are retained by the Employer and shall not be subject to negotiation during the term of this Agreement. Nothing in this Agreement nor the Agreement itself shall be considered as requiring the Employer to continue any past practices.

Table 37 shows the frequency with which management rights were included in negotiated agreements studied. The highest frequency was found in Category 1 and Category 4 school districts, with 5 of 12 agreements (42%) including them.

Table 37

*Frequency of Management Right in Pennsylvania School Districts' Negotiated Agreements (2012-2013)*

School Districts	n	F	p
All	48	14	29
Category 1	12	5	42
Category 2	12	2	17
Category 3	12	2	17
Category 4	12	5	42

*Separability (severability).* Of the 48 negotiated agreements in this study, 37 included separability (or severability) clauses. These terms are used interchangeably in negotiated agreements in this study. Should an agreement include unlawful provisions, separability language states that law takes precedence over the negotiated agreement. An

example of a separability clause contained in a Category 4 school district's negotiated agreement;

If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Table 38 shows the frequency of separability language in the negotiated agreements studied. Category 1 and Category 3 school districts included this provision most often, doing so in 11 of 12 school districts.

Table 38

*Frequency of Separability Language in Pennsylvania School Districts' Negotiated Agreements (2012-2013)*

School Districts	n	F	p
All	48	37	77
Category 1	12	11	92
Category 2	12	7	59
Category 3	12	11	92
Category 4	12	8	67

## Summary

The purpose of this study was to describe the structure, terms, and conditions of employment of agreements negotiated by school boards and teachers' associations

in Pennsylvania school districts; to identify the scope of bargaining within negotiated agreements; to describe the terms and conditions of employment found within said agreements in effect during the 2012-2013 public school term; and to determine if there was a relationship between school district enrollment size and 5 selected terms and conditions of employment. The sample for this study included 48 school districts. The study revealed that the terms and conditions of employment were found in negotiated agreements with somewhat similar frequency, however, the scope of bargaining varied significantly throughout the negotiated agreements studied.

Five terms and conditions of employment were selected for further analysis: base salary; highest salary; teacher contribution for one full-time teacher's personal and dependent health benefit; total yearly sick, bereavement, personal, and emergency days offered; and grievance procedures available to teachers. Each of the five themes contained categories that allowed the researcher to describe the specific terms and conditions of employment. Means, ranges, frequencies, and standard deviations were calculated for many of these terms and conditions.

Most of the terms and conditions studied were found in the majority of the agreements studied. In all 48 of the negotiated agreements, the following terms and conditions were addressed: health insurance, life insurance, sick leave, personal leave, grievance procedures, contract days, and length of day. Base salary, highest salary, and complete salary matrices were found in 47 of 48 agreements. Terms and conditions that were found in the majority of all four sub groups (school district Category 1-4) were base salary, highest salary, salary matrix, number of non-athletic extra-duty positions, most

highly compensated non-athletic extra-duty positions, health insurance, life insurance, flexible benefit plans, personal leave, bereavement leave, grievance procedures, contract days, length of day, planning time, duration clause, and separability. Appearing in more than 50% of negotiated agreements were initial placement on salary schedule, number of non-athletic extra duty positions, most highly compensated non-athletic extra-duty positions, teacher paid health cost contribution, teacher paid health cost description, cash payment to teachers in lieu of health insurance, flexible benefit plans, bereavement leave, personnel file, planning time, duration clause, and separability.

A statistical analysis of the findings indicated there was a relationship between school district enrollment size and the five selected terms and conditions of employment. Base salary, highest salary, and the total yearly sick, bereavement, personal, and emergency days offered were significantly different when compared by school district size. These differences were significant at the .01 level. Teacher contribution for one full-time teacher's personal and dependent health benefit, and grievance procedures available to teachers, were significantly different when compared by school district size. These differences were significant at the .05 level. Post hoc review of calculations for these five selected terms and conditions of employment agreed with the original test statistic.

An analysis of the findings shows that local issues seem to drive agreement negotiations. For example, in Category 4 school districts, which are primarily located in rural areas, higher percentages of benefit costs were paid by school boards. In Category 4 districts, salaries are significantly lower than in school districts in Category 1, Category 2, and Category 3 districts. Found primarily in Category 3 and Category 4

school districts, a school district may file grievances against teachers and teacher associations, while we must look to Category 1 and Category 2 school districts to discover the majority of negotiated agreements in which school boards are not involved in the grievance process. Contract issues that are important locally seem to find their way into negotiated agreements.

The examples provided above show that negotiated agreements vary greatly, yet many similarities are found across agreements in Category 1 through Category 4. Constant in all negotiated agreements studied were issues of salary, benefits, personal leave, contract days, grievance procedures, and length of the work day. Pennsylvania is a state with a strong union presence, and teachers' association's approaches to negotiating contain many similarities. As of 2012, the goal of one major union was for its locals to negotiate minimum base salaries of \$40,000 for all teachers. Another union goal was to reduce the number of horizontal steps in all school district negotiated agreements, thereby allowing a teacher to reach the maximum salary step, based upon experience, within 15 years from a teacher's date of hire. The findings in this study represented a significant variety of terms and conditions found in Pennsylvania school districts negotiated agreements.



## **Chapter 5**

### **Summary, Conclusions, Implications, and Recommendations**

#### **Summary**

The purpose of this study was to describe the structure, terms, and conditions of employment of agreements negotiated by public school boards and teachers' associations in Pennsylvania school districts; to identify the scope of bargaining within negotiated agreements; to describe the terms and conditions of employment found within said agreements in effect during the 2012-2013 public school term; and to determine if there was a relationship between school district enrollment size and five selected terms and conditions of employment: base salary; highest salary; teacher contribution for one full-time teacher's personal and dependent health benefit; total yearly sick, bereavement, personal, and emergency days offered; and grievance procedures available to teachers.

A review of literature was completed, and covered two areas of study. The first area was the history of collective bargaining in the United States, which began with the passage of the Wagner Act in 1935. The Wagner Act guaranteed the rights of private citizens to organize, form unions, bargain collectively in the private sector, and established the National Labor Relations Board to oversee unionization and labor relations in the private sector. In 1947 Congress enacted the Taft-Hartley Act. Taft-Hartley declared the closed shop illegal, permitted the union shop subsequent to a vote of a majority of employees, and prohibited jurisdictional strikes and secondary boycotts. Taft-Hartley also included the right of employers to be exempted from bargaining with unions, and prohibited unions from contributing to political campaigns. In 1959 the

Landrum-Griffin Act promoted the protection of union funds and union democracy by requiring labor organizations to file annual financial reports, required union officials, employers, and labor consultants to file reports regarding certain labor relations practices, and established standards for the election of union officers. While Taft-Hartley and Landrum-Griffin applied to private sector unions, many of these laws' concepts formed the foundation for collective bargaining by public sector workers, including teachers.

The earliest record of collective bargaining between teachers and a school district is the agreement between the Board of Education and the Norwalk Teachers Association in Connecticut in 1946. Norwalk provided a foundation for legal issues of teacher association collective bargaining. In 1959 the Wisconsin legislature passed the first municipal labor relations law in the United States. The Public Employee Collective Bargaining Act granted municipal employees the right to self-organization, to affiliate with labor organizations of their own choosing, to be represented by labor organizations of their own choice in conferences, and to negotiate with their municipal employers on questions of wages, hours, and conditions of employment. The Act was the first legislation in the United States that granted teachers the right to organize into unions.

In 1962 President John F. Kennedy signed Executive Order 10988, allowing the unionization of the federal work force, changing public sector labor's position and influence. Kennedy's order swung open the door for the rise of a unionized public work force in many states and cities. In 1964, the Milwaukee Teachers' Education Association was established as the first certified teachers' bargaining agent in Wisconsin. In 1969 the first teachers strike in Wisconsin occurred. In 1975 President Ford issued Executive

Order 11838, which formalized the bargaining process for federal employees. Ford's order directed the additional expansion of collective bargaining rights to include agency regulations and mid-contract changes, enhancement of third-party dispute resolution procedures, and union recognition by secret ballot election.

Public sector bargaining became more widespread in the United States during the 1960's and 1970's, when many states joined the federal government in authorizing bargaining by public employees. By 1977 collective bargaining statutes were in place in 33 states. As of 2012 32 states, plus the District of Columbia, had mandatory collective bargaining rights; 13 states permit collective bargaining; and only 5 states specifically prohibit collective bargaining.

A second area of research was conducted into the history and scope of public education collective bargaining in Pennsylvania. Sources included Pennsylvania statutes, various court decisions, and Pennsylvania Labor Relations Board decisions. The Pennsylvania Labor Relations Act (Act) created the Pennsylvania Labor Relations Board (PLRB) in 1937. The Act encouraged the peaceful resolution of disputes through collective bargaining, and protected employees, employers, and labor organizations engaged in legal activities associated with the collective bargaining process. Most of the board's work is in the public sector. The PLRB administered and enforced Commonwealth laws that control labor-management relations. The PLRB provided efficient and impartial oversight of the laws that guarantee collective bargaining rights to public and some private sector employees in Pennsylvania, promoted stability and mutual benefit in employer/employee relationships, and assured balance in the rights and

interests of employers, employees, and the public at large. The Public School Code of 1949 was the foundation of Pennsylvania school law, and provided legislative guidance regarding public schools in the Commonwealth.

In 1970 Act 195, the Public Employee Relations Act, became law. Act 195 provided for public employees to form unions, to strike, and to bargain for wages and employment conditions. As a result of Act 195, public school teachers, secretaries, custodial and support staffs, cafeteria workers, and security staffs organized into bargaining units and began the negotiation process regarding conditions of employment, wages, and benefits. Act 195 extended collective bargaining rights and obligations to most public employees and their employers at the state, county, and local government levels, and vested the PLRB with administrative authority to implement its provisions.

Act 88 was signed into law in 1992, as Pennsylvania legislators moved to decrease public school strikes. Act 88 created the rules that govern Pennsylvania school-union negotiations, and set limits on the duration of strikes.

The sample for this study was 48 of the 499 school districts found in the Pennsylvania Department of Education (PDE) spreadsheet titled “Enrollment by LEA,” determined by the PDE as of October 3, 2011, and published by the PDE on April 12, 2012. The School District of Philadelphia was not included in this study because the enrollment of Philadelphia was so much larger than the other school districts.

For the purpose of this study the researcher divided the 498 school districts into 4 categories, from the largest to the smallest, as Category 1, Category 2, Category 3, and Category 4. Category 1 consisted of 125 districts; Category 2 consisted of 125 districts;

Category 3 consisted of 124 districts; and Category 4 consisted of 124 districts. The range of enrollment for each school district category was recorded.

School districts were selected using a proportional stratified random sampling strategy. In Category 1, 12 of 125 districts were selected; in Category 2, 12 of 125 districts were selected; in Category 3, 12 of 124 districts were selected; in Category 4, 12 of 124 districts were selected. Each category of school districts was listed by enrollment, from high to low. Using this list, the largest school district in each group was numbered 1, and the second largest was numbered 2, and so forth. Four random lists of numbers were generated, using the range of each group. Districts were selected that matched the random numbers generated.

The researcher contacted the Pennsylvania State Education Association (PSEA), the largest teacher association in the Commonwealth, and requested copies of the 48 negotiated agreements selected for this study. PSEA was able to supply 44 of the 48 requested negotiated agreements. The researcher contacted the Open Records Officer for each of the remaining four school districts and obtained the 4 agreements that were outstanding.

The research was conducted in two parts, as the study was a mixed method study. For the qualitative study, to identify the terms and conditions within the negotiated agreements, each agreement was studied to determine the major themes, categories, and terms and conditions of employment. Coding of the documents was used to describe data and provide measure, where available. Notes were recorded for categories within each

agreement, and each category summarized. Five themes were discovered, and 25 categories were identified across the five themes.

For the quantitative part of the study, analyses were performed to determine if a relationship existed between enrollment size and five selected dependent variables: base salary; highest salary; teacher contribution for one full-time teacher's personal and dependent health benefit; total yearly sick, bereavement, personal, and emergency days offered; and grievance procedures available to teachers. Where quantitative description was possible, a mean, range, percentage, and standard deviation were calculated. For each of the five selected variables, a one-way analysis of variance (ANOVA) was computed to determine if a relationship existed between each term and condition and the district's enrollment. The independent variable was the district enrollment category. F ratios were computed for each factor comparison. Where the ANOVA indicated significant differences, a post hoc test was computed to determine where the differences were among the four categories of schools districts. An alpha level of .05 was used on all statistical tests.

## **Conclusions**

**Discussion of Research Question 1.** *What terms and conditions of employment were listed in 2012-2013 negotiated agreements in Pennsylvania school districts?* Each of the five themes, salary and other compensation, benefits, short term leaves, employment conditions, and contract language, contained terms and conditions of employment familiar to teacher associations and school district negotiators. Each term

and condition could be found well within the three general categories of collective bargaining: mandatory, permissive, and non-negotiable.

For this study, six terms and conditions of employment, such as base salary and highest salary, were found within the salary and compensation theme, and seven terms and conditions of employment, such as health insurance and life insurance, were found within the benefits theme. Each of the remaining themes, short term leaves, employment conditions, and contract language, contained a minimum of three terms and conditions of employment.

A review of the 48 negotiated agreements revealed five themes listed in the previous paragraph. Twenty-five categories were identified across the five themes.

Themes and categories were as follows:

- Salary and Other Compensation
  - Base Salary
  - Highest Salary
  - Salary Matrix (Columns and Steps)
  - Initial Placement on Salary Matrix
  - Number of Non-Athletic Extra Duty Positions
  - Most Highly Compensated Non-Athletic Extra Duty Positions
- Benefits
  - Teacher Paid Health Cost Contribution
  - Health Insurance
  - Teacher Paid Health Cost Description
  - Cash Payment to Teachers in Lieu of Health Insurance
  - Life Insurance
  - Disability Insurance
  - Flexible Benefit Plan (Section 125)
- Short Term Leaves
  - Sick Leave
  - Personal Leave
  - Bereavement Leave
  - Emergency Leave

- Employment Conditions
  - Grievance Procedures
  - Contract Days
  - Length of Day
  - Personnel File
  - Planning Time
- Contract Language
  - Duration Clause
  - Management Rights
  - Separability (severability)

**Discussion of Research Question 2.** *What were the characteristics of the terms and conditions of employment listed in 2012-2013 negotiated agreements in Pennsylvania school districts?* A variety of terms and conditions of employment were found in negotiated agreements in this study. Included in all negotiated agreements studied were mandatory subjects of bargaining, such as wages and hours of employment. Included in many negotiated agreements were permissive, or negotiable, subjects of bargaining, such as teacher preparation periods, tuition reimbursement, pay for unused sick leave, a sick leave bank, and disciplinary actions against employees. Included in a few agreements were non-negotiable subjects of bargaining, such as assignment and transfer, sabbatical leaves, and class size. Perhaps these items were negotiated into agreements due to willingness to compromise, in response to a specific concern arising in the course of operations. This possibility should be a topic for additional research.

**Discussion of Research Question 3.** *What was the frequency of these terms and conditions?* Most terms and conditions of employment were found in the majority of the agreements studied. In all 48 of the negotiated agreements studied, the following terms and conditions were addressed: health insurance, life insurance, sick leave, personal



leave, grievance procedures, contract days, and length of day. Base salary, highest salary, and complete salary matrices were found in 47 of 48 agreements. Terms and conditions that were found in the majority of all four sub groups (school district Category 1 through Category 4) were base salary, highest salary, salary matrix, number of non-athletic extra-duty positions, most highly compensated non-athletic extra-duty positions, health insurance, life insurance, flexible benefit plans, personal leave, bereavement leave, grievance procedures, contract days, length of day, planning time, duration clause, and separability.

**Discussion of Research Question 4.** *Was there a relationship between school district enrollment and base salary?* This study found that base pay was significantly different in school districts with different enrollments. A post hoc calculation revealed that the difference was significant between Category 1 and Category 4 school districts, Category 2 and Category 4 school districts, and between Category 3 and Category 4 school districts. The larger the enrollment, the greater the mean base salary.

**Discussion of Research Question 5.** *Was there a relationship between school district enrollment and the highest salary on the salary schedule?* This study found that highest pay on the salary schedule was significantly different in school districts with different enrollments. A post hoc calculation revealed that the difference was significant between Category 1 and Category 3 districts, Category 1 and Category 4 districts, and Category 2 and Category 4 districts. The larger the enrollment, the greater the mean highest salary.

**Discussion of Research Question 6.** *Was there a relationship between school district enrollment and the teacher contribution for one full-time teacher's personal and dependent health benefit?* This study supported that based upon student enrollment there was significant difference in the teacher contribution for one full-time teacher's personal and dependent health benefit. A post hoc calculation revealed significant differences between Category 1 and Category 4 school districts, and Category 2 and Category 4 school districts. The larger the enrollment, the greater the teachers' mean contribution for one-full time teacher's personal and dependent health benefit.

**Discussion of Research Question 7.** *Was there a relationship between school district enrollment and the total of sick, personal, bereavement, and emergency days offered to teachers?* The study indicated that there was a significant difference between school district enrollment and the total of sick, personal, bereavement, and emergency days offered to teachers. A post-hoc test was used to determine that significant differences between Category 1 and Category 2 school districts, Category 1 and Category 4 school districts, and between Category 3 and Category 4 school districts. The largest enrollment category provided the highest mean number of short term leave days, and the smallest enrollment category provided the lowest mean number of short term leave days.

**Discussion of Research Question 8.** *Was there a relationship between school district enrollment and the steps in the grievance process available to teachers?* The study indicated that there was a significant difference between the number of steps in the grievance process and school district enrollment. A post-hoc test revealed significant differences occurred between Category 1 and Category 2 school districts, and Category 1

and Category 3 school districts. The largest enrollment category provided the highest mean number of steps in the grievance process, and the smallest enrollment category provided the lowest mean number of steps in the grievance process.

### **Implications**

A review of the literature, PLRB rulings, and court cases initiated in the Court of Common Pleas and, in some cases, reaching a final destination in The Supreme Court of Pennsylvania, provided insight into a somewhat tedious negotiation process in this forced unionism state. Act 88 addresses the steps in the negotiation process. However, even though a well-developed process to settle an impasse exists with Act 88, the Act does not provide the authority to guarantee a negotiated solution.

Should an impasse occur during bargaining, Act 88 provides for the parties to voluntarily submit to mediation within certain time constraints. If an agreement is not reached through mediation, either party may request fact-finding. If the parties agree to fact-finding, Pennsylvania pays one-half of the cost of the fact-finding panel; the remaining one-half of the cost is divided equally between the parties. Should fact-finding fail, Negotiated Final Best-Offer Arbitration may occur if both parties agree to submit to final best-offer arbitration. It is important to note that, in both fact-finding and arbitration, both parties must agree to participate. Failure by both parties to accept either process may halt the bargaining progress.

Within ten days of submission to final best-offer arbitration, the parties are required to submit to the arbitrators their final best contract offer, together with documentation supporting the reasonableness of their offer. Arbitration is limited to

unresolved issues only. Upon submission to the arbitrator of both parties' final best offers the employer is required to post the final best contract offers in the school entity's main office for the purpose of soliciting public commentary.

The public comment period closes subsequent to ten days from the day of posting. All public comments are required to be directed to the arbitrators for consideration. These comments must be provided upon request to the employer and to the employees' organization. The determination of the majority of the arbitrators reached is binding upon the employer, employees, and employee organization involved and constitutes a mandate to the school entity to take whatever action necessary to carry out the determination, provided that within ten days of the receipt of the determination the employee organization or the employer does not reject the determination at a special or regular meeting. It is important to understand that at this juncture, the implication is that either party has the ability to ignore the result of this long and tedious process, resulting in no resolution whatsoever. The primary benefit of Act 88 is the requirement that a strike may not extend the required 180 days of instruction beyond June 30.

Collectively bargained agreements between teacher associations and school districts tend to be unique as Act 88 did not include language requiring the inclusion of similar provisions, which could simplify the negotiation process described above. This study has provided a background of the collective bargaining process, yet the facts presented and analyses provided must become part of the negotiation process to be of any benefit. Superintendents, board members, and union negotiators, armed with facts and analyses arrived at absent emotion, and the knowledge of mandatory, negotiable, and

prohibited subjects of bargaining, are the keys to improving the negotiation process and decreasing strikes.

This study found significant differences in base pay, highest scheduled salary, teacher contribution for one full-time teacher's personal and dependent health benefit, the total of sick, personal, bereavement, and emergency days offered to teachers, and steps in the grievance process available to teachers. School districts in which a higher cost of living is found generally pay salaries that are significantly higher than districts in lower cost areas, and therefore may be able to attract higher quality teachers, although significant study would be required to define the phrase "higher quality teachers."

Pennsylvania legislators are considering alternative school-funding formulas, which could have an effect upon compensation packages, possibly providing more flexibility to smaller school districts located in more remote areas. Formulas discussed center upon the elimination or reduction of property taxes, combined with increases in the state income tax and state sales tax. These and other ideas, centered upon creative funding sources for education, may benefit future students and teaching staffs across the Commonwealth.

### **Recommendations**

The research findings promote the following recommendations: for union and school board negotiators who desire to find common ground, it is important to become aware of terms and conditions of employment found in Pennsylvania negotiated agreements. This knowledge will provide a foundation upon which positive interaction between negotiators may occur.

This study found many approaches to defining salaries, benefits, grievance procedures, and leaves. A number of agreements contained creative approaches to situations that arose in the course of daily operations, such as a grievance procedure that is initiated by the school district. Such innovative approaches should be reviewed by school district and union negotiators, as well as all interested publics.

Researchers and negotiators could benefit through the future completion and analysis of a similar study of Pennsylvania school districts, by studying changes in terms and conditions of employment over time. Similarly, additional studies should be completed in other forced unionism states, to discover the differences that exist in negotiated agreements, as well as for a review of policies and practices found in negotiated agreements, that could benefit all interested publics.

In summary, collective bargaining between school districts and teachers' associations should provide outcomes that support students, teachers, and all interested publics. Pennsylvania teachers may strike, even though strikes are limited to the extension of the school calendar to June 30. With the passage of Act 88 in 1992, the number of strikes in Pennsylvania has diminished, but many school districts are operating under expired negotiated agreements, a few in excess of three years. While a solution to this problem would be complex, armed with an analysis of more substantive information, and a better understanding of the complexity of the Pennsylvania process of collective bargaining, interested publics may see the benefit of revisiting Pennsylvania statutes, in an effort to streamline the bargaining process, with the final goal of a process that provides for mandatory agreement between negotiating parties.

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## **Appendix A**

### **List of School Districts in This Study**

### List of School Districts in This Study

<b>School District</b>	<b>Category</b>
Reading	1
Pennsbury	1
Altoona Area	1
Spring-Ford Area	1
Seneca Valley	1
Perkiomen Valley	1
William Penn	1
York City	1
Shaler Area	1
Warren County	1
Pine-Richland	1
Upper Saint Clair	1
Wallenpaupack Area	2
Penncrest	2
Marple Newtown	2
Southern Lehigh	2
Berwick	2
Pottstown	2
Montour	2
Selinsgrove Area	2
Clearfield Area	2
Lehighton Area	2
Wilson Area	2
Oil City	2

### List of School Districts in This Study

<b>School District</b>	<b>Category</b>
Girard	3
Ellwood City Area	3
Northern Lehigh	3
Pen Argyl Area	3
North East	3
Pine Grove Area	3
Fairview	3
Karns City Area	3
Avonworth	3
Loyalsock Township	3
Marion Center Area	3
Wyalusing Area	3
Lackawanna Trail	4
Fort Cherry	4
Wilkesburg Borough	4
Ridgway Area	4
Port Allegany	4
Portage Area	4
Conemaugh Valley	4
Rochester	4
Berlin Brothersvalley	4
West Greene	4
Johnsonburg	4
Forest Area	4