



EDUCATION PRACTICE

# ALERT

## THE DANGERS OF AUGUST 31

August 31st and the waning days of summer should be a time of renewal, a fresh school year with new expectations, students bright eyed and ready to learn. The last day of the eighth month can also represent the final day of a worn out, old, and beat up Collective Bargaining Agreement. Teachers, Administrators, and School Board Members are ready for a Contract with a face lift.

Unfortunately, the economics of our time have brought teacher negotiations in many corners of the Commonwealth to a standstill. Taxpayers unwilling to part with depleted funding, and teacher unions in denial that we're going through the greatest economic calamity since the Great Depression.

The result: the old Contracts overstay their welcome, way past their expiration date.

What happens, then, if teachers begin working the days leading up to August 31st in preparation for the 2010-2011 school year? Teachers couldn't possibly be entitled to a raise, just because they showed up for work, right? After all, the contract expired, so they would just be entitled to a maintenance of current wages?

In the wildly erratic world of Pennsylvania teacher contract negotiations, it should come as no surprise that the end date of a Collective Bargaining Agreement could mean the difference between potentially saving millions of taxpayer dollars while negotiating a successor Contract versus paying out raises across the board while losing complete bargaining leverage in the process. We give you the dangers of an August 31st expiration date for your

Collective Bargaining Agreement.

What's more maddening is the unsettling guidance from Pennsylvania Arbitrators on this very issue.

In Ringgold School District v. Ringgold Education Association (2005), Arbitrator Talarico opined that the Agreement clearly showed the parties bargained for a separate salary schedule for each year and stated: "More importantly, salary increases beyond five school years specifically covered by the expired Contract were neither bargained for nor contemplated by the parties." Therefore, the arbitrator held that the employees were not entitled to vertical salary step movement on the Collective Bargaining Agreement.

On the other hand, the more recent Northwest Area Education Association v. Northwest Area School District decision from Arbitrator John Skonier explicitly holds that if a school district starts a teacher's work year prior to the expiration of the prior Contract, step and column movement would be triggered. This is the opposite of the Ringgold decision. Arbitrator Skonier's decision was later affirmed by the Pennsylvania Commonwealth Court.

If August 31st is the terminal day of your contract you may be facing a salary increase and not even know it.

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