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## Lawyers for education.



3% DOES NOT MEAN 3%
OR
MAKING 3% MEAN 3%

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Anyone who has bargained a contract with teachers in Pennsylvania understands that a 3% increase does not really mean a 3% increase: it means much more. There are any number of reasons accounting for this mathematical phenomenon, and the teachers' unions are hanging on to them with all their might. The genesis for the pay schedules accounted for a way to increase the teachers' salaries without having to broadcast to the community that the district was offering a raise well beyond the cost of living index. A district would offer a 3% raise on the salary schedule, meaning 3% of new money would be added to the salary schedule. On top of the 3% percent across-the-salary schedule, each teacher will move a step up the schedule for seniority at the beginning of each year, earning an additional raise. On top of the across-the-board raise and the seniority raise, teachers are paid additional wages for taking college courses. These horizontal bumps were also not accounted for in the original 3% raise. Gone are the days where the district is offering more money than it wants its taxpayers to know about. So, how to slow down the wage compounding?

The first and most obvious way to slow down this hidden salary growth is to do away with the salary matrix. There is no reason to pile on increment after increment. A salary schedule which sets the standard for a bachelor's degree and awards the attainment of a master's degree is more than appropriate. It will not come easy, but the matrix can be "bought." It will be very difficult for the teachers' union to convince its members that a 3% increase a year for every member of the unit is a bad deal. It will be even harder for the union to explain to the community why 3% is an insufficient raise. If that fails, and it might, you are in good stead to then calculate in the extra costs of both column movement and step movement in your offered raise. For example, at one district we represent, a 2% raise has been offered which includes step movement. We explained that the 2% is actually a 3.25% raise when the anticipated column movement is calculated. We gave the union the option of accepting a 3.5% raise with no matrix attached or the 2% raise which will play out to a 3.25% raise, including anticipated column movement. The union had no choice but to accept one or the other and opted for the 2%. In essence, the district offered a total package deal of money already calculating in the seniority step and column movement by showing how 3% does not mean 3% and by making our offer include all of the escalators. Now, a total package equals the number we say it means.

Other methods which have been successful in slowing the escalating salary costs include insisting that the teacher attain a degree for column movement instead of the "bachelor plus" options common in many contracts. Limiting column movement to every other year has also been bargained. Limiting the amount of credits which can be taken per year also helps, as well as simply eliminating certain columns in the matrix. When eliminating columns, those already on the column stay in that column until they retire, reach the top step in that column or qualify for movement into the next column.

By taking the steps of factoring in seniority step and column movement at the bargaining table, you can make certain that 3% means 3% while leaving the union at a loss to explain to anyone outside the room why 3% is not good enough.

Clients who have questions regarding issues discussed in this article, or any education law matter, should feel free to call us at 215-345-9111.