

# SWEET | STEVENS | KATZ | WILLIAMS

Lawyers for education.

## UNDERSTANDING TEACHER SALARIES IN PENNSYLVANIA AND THE PROBLEMS OF THE SALARY SCHEDULE

Most of us in the working world are paid either an hourly wage or a salary. At the end of the year, if we are lucky enough to get a raise, it is typically a percentage of salary or a set dollar increase for hourly employees. The structure is easy to understand and easy to budget.

Teachers in Pennsylvania, however, are typically paid in a much more complex way. Teachers in Pennsylvania belong to unions, and each local union will negotiate a collective bargaining agreement with the school district. While most teachers are paid a salary, the actual salary amount will depend on where that teacher falls on the “salary schedule.” The salary schedule is a table for each year. The vertical columns are “steps.” Each step theoretically represents years of service with the school. While sometimes this is as simple as each teacher moving up a step each year, in many districts a teacher might remain on the same step for multiple years if the contract does not call for “step movement” for each year. Furthermore, when a district hires an experienced teacher, the district will often not start that teacher at step one, but will negotiate which step will apply. Finally, every salary schedule has a top step, which might be any number. Once a teacher reaches that top step, she is no longer eligible for any additional step movement.

The horizontal rows of the salary schedule, known as columns, represent a teacher’s additional educational achievements. Every teacher must start at least with a bachelor’s degree. In order to secure a permanent certification from the Pennsylvania Department of Education, every teacher must earn at least 24 additional credits. A salary schedule may include a column for these 24 credits, for achieving a master’s degree or for a Ph.D. Any given salary schedule might have just a few columns, or might have a column for every six post-baccalaureate credits earned.

For example, a teacher in 2014-2015 will have a contract that specifies a percentage raise for that year, her actual salary will be determined by figuring out where she lands on the 2014-2015 salary schedule. Is she entitled to step or column movement? If so, then in addition to the traditional “raise” reflected in the contract, she will get additional salary increases to reflect her step and column movement.

The use of these schedules is nearly universal throughout the commonwealth. They have, however, become increasingly problematic. For budgeting purposes, the only way to tell how much a new collective bargaining agreement will cost is to assume that the existing teachers will remain the same and to go through the process of tracking them through the proposed schedules for the new contract. Even this process results in an estimate since no one can predict how many teachers will seek additional education and earn the right to column movement. The teachers’ unions point out that since inevitably during a contract, at least a few senior teachers will retire and will be replaced by new teachers earning less, the district will often still come out ahead of the original estimate. This can be true, but it still means that each year’s salary projection is an estimate.

Perhaps more problematic, the dollar difference between steps is almost always different in the schedule. Thus, the gap between steps three and four might be a thousand dollars, while the gap between steps eight and nine might be five



DAVID F. CONN

[dconn@sweetstevens.com](mailto:dconn@sweetstevens.com)

331 East Butler Avenue, New Britain, PA 18901

phone 215 345 9111

2 South Main Street, Suite 303, Pittston, PA 18640

phone 570 654 2210

**SWEETSTEVENS.COM**

# SWEET | STEVENS | KATZ | WILLIAMS

*Lawyers for education.*

hundred dollars. This means that one teacher might get a two percent raise and another teacher might get a five percent raise. Indeed, in some schedules the differences are so significant that a teacher might receive three or four times the increase than a colleague received. Factor in column movement, which is voluntary for the teachers, and the differences might be even more pronounced. These discrepancies lead to genuine questions of fairness, and make teachers' salaries opaque. It is hard to find another example in the public employment sector where salaries are less transparent.

Furthermore, it becomes incredibly difficult to negotiate a new contract with salary increases that match or are less than the existing step increases. For example, if the 2013-2014 salary schedule had an average step increase of 2.5% (which is not at all uncommon), then any attempt to negotiate an increase for 2014-2015 starts with the assumption that the district has to fund those step increases, and then provide a raise on top of that. Most districts are not in a fiscal position anymore to make such generous payments.

Finally, the basis for column movement was the intuitive assumption that teachers who secured additional education would be better teachers. The data, however, does not support that assumption. While teachers who get additional education in the actual field they are teaching do show an improvement in teacher effectiveness, collective bargaining agreements don't link column movement to any requirement about what the teacher studied. Instead, most agreements simply require that the additional education be from an accredited institution. Most agreements also provide for tuition reimbursement. Thus, for most districts, the taxpayers are funding additional classes for teachers through reimbursement, then paying higher salaries to those teachers through column movement, with no demonstrable improvement in teacher performance.

For all these reasons, the salary schedule model is being questioned by many school districts as having outlived whatever usefulness it might have provided. More and more school districts see the schedules as unfair, not transparent, and reflecting assumptions that are simply not true. Seeking alternative models is becoming a goal of more school districts during collective bargaining.

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.