

**Researched by Jeffrey T. Sultanik, Esquire,  
Chair of the Education Law Group of  
Fox Rothschild LLP**

*Mr. Sultanik is retained counsel and chief negotiator for the Pennsbury School Board in contract negotiations with the Pennsbury teachers' union.*

**PENNSBURY SCHOOL DISTRICT**

*This information is provided to the public as an educational resource by School Board Directors:*

*Allan Weisel, Region Three  
Simon Campbell, Region One  
Kathleen Zawacki, Region One*

**ANSWERS TO COMMONLY ASKED QUESTIONS ABOUT LABOR  
CONTRACT NEGOTIATIONS WITH THE TEACHING STAFF,  
CONTRACT EXPIRATION, THE RIGHT TO STRIKE,  
CONTINUATION OF PAY AND BENEFITS, AS WELL AS UNION-  
BASED PROVISIONS IN THE COLLECTIVE BARGAINING  
AGREEMENT BETWEEN THE PENNSBURY SCHOOL DISTRICT  
AND THE PENNSBURY EDUCATION ASSOCIATION**

**Q. What are the major elements of Act 88 of 1992, the collective bargaining legislation, in Pennsylvania?**

- A. Act 88 of 1992 established new procedures and schedules that relate to the collective bargaining process between school districts and teachers. Some of those new procedures are as follows:
- On or before January 11, 2010, negotiations must officially begin.
  - On or before February 25, 2010, mediation must commence.
  - On or before April 10, 2010, either side can unilaterally request Fact Finding, which must be granted by the Pennsylvania Labor Relations Board.
  - On or before May 20, 2010, is the last day for a Fact Finder to issue a Fact Finder's Report requested by the April 10, 2010, deadline.
  - May 30, 2010 – This is the last day to accept or reject a Fact Finder's Report. If the Report is rejected by either side, the Report must be publicized by the Pennsylvania Labor Relations Board in local media.
  - June 4, 2010 – This is the first day for either party to reconsider its decision on the Fact Finder's Report.
  - June 9, 2010 – This is the last day to reconsider a decision on the Fact Finder's Recommendation.
  - 48-hours' notice is required and must be given to the Superintendent of Schools prior to a strike beginning. 48-hours' notice is the minimum period of time that a notice must be given to a public employer. The Association could give much more advance notice as to the effective date of its work stoppage.
  - Non-binding arbitration is mandatory when a strike will prevent the District from providing 180 days of instruction prior to June 15 or the last day of the scheduled school year, whichever comes first.
  - Strikes must end when the parties submit to non-binding arbitration and may not resume until one of the parties has rejected the Arbitration Award.
  - Selective strikes have been banned.
  - The Act allows teachers to strike twice in a school year.
  - The employer may not use strike breakers (i.e., substitute teachers) during the first strike who have not been employed by the District during the preceding 12 months during the first strike.

- If a strike resumes after the Arbitration Award is rejected, the District may hire strike breakers.
- The Secretary of Education may seek an injunction when the PSEA local has been on strike long enough that the District will not be able to provide 180 days of school by June 30.

**Q. Does Act 88 authorize the use of binding arbitration to resolve a contract dispute?**

- A. Compulsory binding arbitration as a mechanism for settling teachers’ contract disputes is unconstitutional under Article III Section 31 of the Pennsylvania Constitution. For binding arbitration to occur, both the School Board and the Union would have to voluntarily agree to it. A number of Board Directors oppose binding arbitration because it places the single biggest item in the school budget (salaries and benefits, and the resulting tax increase or education cuts needed to fund them) in the hands of unelected arbitrators who are unaccountable to the parents and taxpayers of the school district.

**Q. Are there any differences between the rights of Pennsylvania unionized public school teachers and unionized private sector employees?**

- A. Yes and the differences are significant. Public employees in Pennsylvania are subject to certain limitations that do not apply to private sector employees, but they also have certain rights and protections that private sector employees do not have. Therefore, what you hear about a strike of truck drivers, baseball players, or airline pilots is probably not applicable to a strike conducted by workers subject to the Pennsylvania Public Employee Relations Act (also known as “Act 195” of 1970). One key difference is that unlike public school teachers, unionized private sector workers are *guaranteed* to lose wages as a result of striking. By contrast, public school teachers get to make up lost instructional days due to the requirement in state law that students receive 180 days of instruction, thereby ensuring that wages can also be made up. In fact, since the passage of Act 88 in 1992, the rules applicable to strikes by Pennsylvania public school teachers are also different from those applicable to strikes by other Pennsylvania public employees.

**Q. Would a strike by the Pennsbury Education Association teachers be legal?**

- A. Yes, if the Pennsbury Education Association observes the requirements of the Pennsylvania Public Employees Relations Act and Act 88. A strike by the Union may occur at any time after the Collective Bargaining Agreement with the employer has expired, provided that mediation would have properly commenced under the Act and provided that the 48-hours’ notice requirement is properly served on the Superintendent or CEO of the District.

**Q. How does the Pennsbury Education Association actually call for a strike?**

- A. The method upon which a local union calls for a strike is up to their bylaws and procedures. In most cases, the membership, typically through voice vote that some teachers may find intimidating, would authorize the union leadership to call a strike. Although some local unions may opt to conduct a strike-authorization vote via secret ballot, there is no requirement in state law for them to do so. Strike authorization can take place months before an actual work

stoppage takes place. Typically, the decision of whether or not the union goes on strike is ultimately left up to a few union officials who believe that would be the most appropriate course of action.

**Q. Once initial strike authorization has been given by the Union membership, can it be revoked at a later date?**

A. Typically not. Once the Union leadership has been authorized to call a strike, they can call multiple strikes without needing to obtain additional membership approval.

**Q. Are there any circumstances under which a strike is prohibited, such that the District can go to court and obtain an order to enjoin the employees from striking through an injunction?**

A. Yes. In the event that the Union does not exhaust the mediation process as required under Act 195 and/or in the event that the Union is involved in Fact Finding or mandatory arbitration, no work stoppage can take place. Ultimately, the Pennsylvania Department of Education can file an injunction in the event that the legally required 180 days of education would be endangered.

**Q. What happens if the existing Pennsbury Contract expires and no new Contract has been reached? What would the working conditions have to be at the District?**

A. Under Pennsylvania law, as it has been interpreted by the Commonwealth Court, the terms of the old Contract continue following the expiration of the Collective Bargaining Agreement. That means that the pay rates, fringe benefits, and working conditions continue unchanged. The Commonwealth Court and the Pennsylvania Supreme Court have ruled that an employer may not implement its last offer even if there is an impasse in bargaining. This is one area of Pennsylvania law that is completely different from the National Labor Relations Act applicable to private sector employees.

**Q. Do teachers get paid if they go on strike?**

A. The Public Employee Relations Act forbids public employees to receive compensation for the specific time period in which they participate in a strike. But lost wages during a strike can be made up, due to the requirement in state law to still schedule 180 instructional days for students. Currently, there are 191 work days in the Pennsbury Teachers' Union Contract, i.e., 180 student instructional days and 11 workshop days. In theory, it is possible that teachers could lose up to a maximum of 11 workshop days of pay since those days are not required to be made up. Union leadership has at its discretion the ability to time the length of any strike such that the risk of losing any paid workshop days is minimized if not eliminated.

**Q. What effect will a strike have on the teachers' health benefits coverage?**

A. A federal law commonly known as "COBRA" (technically, it is the Public Health Services Act) entitles employees to continue their group health plan coverage for up to 18 months after loss of coverage due to a "qualifying event." A strike is deemed to be a qualifying event, meaning that an employee would be entitled to continue the employee's group health plan coverage.

COBRA works this way – within 14 days after the employees go on strike, the District must notify the employee that he/she has 60 days to opt for continuation of coverage under the group plan but at the employee’s own cost. The employee would be notified of the cost, which, by law, may not be more than the actual cost to the employer plus 2%, which is designed to be a service charge. Should an employee not exercise his/her right to continue coverage at his/her own expense, at the end of the option period, the coverage would be terminated retroactively to the beginning of the strike.

That being said, there is nothing that prevents the District from billing employees consistent with Pennsylvania law for the provision of health benefit coverage while on the work stoppage. The amount of the bill is dependent upon Pennsylvania case law.

**Q. What effect will a strike have on the faculty members’ retirement contributions and/or years of service?**

A. Retirement contributions are made based upon the money that employees earn. Accordingly, should days be lost as the result of the work stoppage, retirement contributions will be impacted as the result of a strike. However, if an employee retires more than 3 years after the strike, there would likely be no effect at all.

**Q. During the course of a strike, can a teacher cross the picket line?**

A. From the perspective of the District, the answer is yes, assuming that the District is operating programs during the course of a work stoppage. If the District is not operating any programs, a teacher who crosses the picket line would not necessarily be entitled to any payment. However, a Union member teacher may be subject to Union fines or penalties for crossing a picket line. By contrast, a non-Union teacher incurs no risk of Union fines or penalties because a non-Union teacher is not subject to the Union’s rules, constitution, and bylaws.

**Q. Can a Pennsbury teacher negotiate an individual employment contract with the Pennsbury School District without being associated with the Union?**

A. No. Under Pennsylvania State law, the Pennsbury Education Association was certified on January 20, 1972, as the exclusive representative of all of the professional employees employed by the Pennsbury School District. All teachers are required to be represented by the Union as a condition of their employment, and the Union’s actions can bind each individual employee.

**Q. Are Pennsbury teachers required to become Union members?**

A. No. Joining the Union is a voluntary decision for each teacher. The District does not and cannot distinguish between Union and non-Union teachers. The Union has a legal obligation to represent all employees in the Bargaining Unit equally and alike without discrimination. In the event that the Union does not fulfill its duty of fair representation to individual non-Union teachers, the non-Union teacher(s) can file an unfair labor practice against the Union.

**Q. What does “unified dues” mean in the context of Union membership?**

A. There are two main teachers’ unions in the United States: the National Education Association (NEA) and the smaller American Federation of Teachers (AFT), which is part of the AFL-CIO. In Pennsylvania, most school districts have NEA affiliates. The Pennsylvania state affiliate of the NEA is called the Pennsylvania State Education Association (PSEA), and its headquarters are located directly across the street from the Pennsylvania General Assembly. In Pennsbury, the local affiliate is called the Pennsbury Education Association (PEA). When a Pennsbury teacher joins the PEA, “unified dues” means that he/she simultaneously joins and pay dues to PSEA and NEA. It is not possible for a Pennsbury teacher to belong to only the PEA and only pay dues to the PEA. The majority of the union dues paid by Pennsbury’s teachers do not stay with the PEA. Most of the money gets sent to PSEA and NEA.

**Q. How much in terms of total dollars have Pennsbury Education Association members contributed in overall dues and how much has been devoted to Political Action Contributions?**

A.

<u>School Year</u>	<u>Dues</u>	<u>Political Action Contributions (PAC)</u>
2008-2009	\$674,874.99	\$5,032.00
2007-2008	\$630,800.82	\$18,579.00
2006-2007	\$637,248.34	Not segregated from dues amount
2005-2006	\$555,112.61	Not segregated from dues amount

**Q. Can you explain the drop in Political Action Contributions from 2007-2008 to 2008-2009?**

A. The Pennsbury Education Association (PEA) submits a signature authorization form for every Union member employee to the Payroll Department for the purposes of having their dues deducted from their paychecks. On the left-hand side of the authorization form is a “permanent” voluntary pledge to the Union’s Political Action Committee (PAC) to help influence the outcome of elections. Union dues can be taken as a miscellaneous itemized deduction on a teacher’s tax return, but a PAC contribution cannot. There was a significant drop in the PAC contributions from 2007-2008 to 2008-2009 because of new enrollment forms that were sent to all professional staff members in the beginning of the 2008-2009 school year by the PEA. The PEA had everyone complete a new enrollment form, which resulted in a considerable number of employees who did not check the PAC deduction box to make a “permanent” PAC pledge. That resulted in the amount of PAC money that the PEA collected via payroll deductions from \$18,579.00 to \$5,032.00. Prior to the enrollment form changes, the W-2s that were being issued to teachers showed a combined figure for dues and PAC contributions, which may have resulted in teachers inadvertently deducting PAC contributions on their tax returns.

**Q. Does the Union have any requirement to disclose its records to the public?**

A. Pursuant to IRS regulations, the Pennsbury Education Association (PEA) must provide inspection or copies of its Form 990 annual financial disclosure statement to any member of the public who asks for it. Pursuant to the Labor Management Reporting Disclosing Act of 1959, *as amended*, the PSEA and NEA’s annually submitted LM-2 financial disclosure reports are public

records (including the salaries, compensation details, and expenditures of the Unions' employees and officers). The Unions' LM-2 reports are accessible via the U.S. Department of Labor's website: <http://kcerds.dol-esa.gov/query/getOrgQry.do> using file numbers 512989 and 342.

**Q. Can a Pennsbury teacher resign Union membership and become a non-Union teacher?**

A. Yes. However, a provision in the existing Collective Bargaining Agreement known as "Maintenance of Membership" does restrict the resignation of Union membership to the time period between June 15, 2010, and June 30, 2010. The District is proposing that this provision be eliminated from the Collective Bargaining Agreement.

**Q. Why is the Pennsbury School Board objecting to the "Maintenance of Membership" provision?**

A. A number of Board Directors believe that all teachers should be free to join the Union whenever they like and free to leave the Union whenever they like. Denying teachers such freedom of association by agreeing to this form of compulsory Union membership has also been challenged in federal court as being unconstitutional, and a number of Board Directors wish to eliminate this potential liability.

**Q. Is "Maintenance of Membership" a requirement of State law?**

A. No. Act 195 allows a school board and a union to negotiate whether or not the contract clause can be included in a Collective Bargaining Agreement. Maintenance of membership does contractually compel Pennsbury's Union member teachers to maintain their membership status and pay full Union dues for the duration of the Collective Bargaining Agreement.

**Q. Why does the Union want the "Maintenance of Membership" provision in the Collective Bargaining Agreement?**

A. The Pennsbury Education Association wants this Contract clause to ensure the maximum amount of dues dollars can be received from employees. On the other hand, a number of Board Directors believe that this form of compulsory unionism impacts the individual liberty rights of our faculty members and their constitutional freedom of association.

**Q. What is the mechanism by which a teacher can resign their Union membership?**

A. In the event of any dispute as to the date of resignation, a verbal resignation may not be upheld in a court of law. A teacher wishing to prove the date that he/she resigned from the Union could send a certified letter to the applicable Pennsbury Education Association official with a copy to Human Resources, who would then change the amount of money to be deducted from that teacher's paycheck in accordance with Act 84 of 1988. A teacher who resigned Union membership would no longer pay full Union dues but would instead be forced to pay the compulsory Union fees known as "fair share," for however long that contract clause may remain in the Collective Bargaining Agreement.

**Q. Can a teacher resign their Union membership at a time other than between June 15, 2010, and June 30, 2010?**

A. The “Maintenance of Membership” clause in the Collective Bargaining Agreement says no. However, the Pennsbury Education Association has the ability to elect not to hold a teacher to this contract clause. If the Pennsbury Education Association insisted that this contract clause be upheld, then it would be a personal decision of the teacher as to whether or not he/she wished to challenge the constitutionality of such action.

**Q. Do the Union dues paid by a Union member who is a teacher in the Pennsbury School District contain money used for political and lobbying expenses and/or to promote ideological positions that are not relevant to collective bargaining or contract administration?**

A. Yes. The fact that there is a difference in the rate of Union dues paid by a Union member and the rate of compulsory Union fees paid by a non-Union member attest to this fact. Until the recent United States Supreme Court decision in Citizens United v. FEC issued on January 21, 2010, in the context of Union dues, the phrase “political expenses” did not mean money used to directly influence elections; it meant soft political money. Prior to the Citizens United case, the United States Supreme Court in Aboud v. Detroit Board of Education, 431 U.S. 209 (1977), held that a teacher cannot be forced to pay for the Union’s political and ideological speech.

However, in Citizens United v. FEC, our United States Supreme Court has ruled that corporations may spend freely to support or oppose candidates for President and Congress, easing decades-old limits on their participation in federal campaigns. The court overturned a 20 year old ruling that said that corporations can be prohibited from using money from their general treasuries to pay for campaign ads. In addition, this decision almost certainly will allow labor unions to participate more freely in campaigns than ever before.

Under a fair reading of the decision and consistent with the Pennsylvania Department of State’s position dated March 4, 2010, the teachers’ union and other unions can spend Union dues on campaign activity, and supporting candidates for election, that the union member may oppose. The only way for any union employee to have certainty that his/her Union dues are not used for election-related purposes is to exercise his/her right not to belong to the Union.

**Q. Must a non-Union teacher at the Pennsbury School District be forced to pay Union fees as a condition of his/her employment?**

A. Yes. The Collective Bargaining Agreement does have a requirement for compulsory Union fees sometimes known as “fair share fees.” However, these compulsory Union fees cannot include money used to finance the Union’s political or ideological speech, which explains why the rate of these compulsory fees is lower than the rate of voluntary Union dues.

**Q. Is the payment of compulsory Union fees the requirement of State law?**

A. No. Act 84 of 1988 allows a school board and a union to negotiate whether or not the contract clause known as “fair share” or “Act 84 fee” should be included in the Collective Bargaining Agreement. A previous Board and the Pennsbury Education Association did agree to such a provision. It is still in the Pennsbury Teachers’ Contract. Such compulsory Union fees are



forcibly deducted from the non-Union employees' paychecks, without needing the employee's authorization, by the District and are remitted to the Union.

**Q. Why does the Union want to continue to have the compulsory Union fee provision (fair share fees)?**

A. The Pennsbury Education Association has argued that because non-Union teachers receive the same employment benefits as Union members non-members should contribute to the cost of collective bargaining as opposed to being "free riders."

**Q. Why do a number of Board Directors want to remove this compulsory Union fee provision?**

A. As it currently stands in the Collective Bargaining Agreement, current or prospective non-Union teachers have no choice about receiving the Union's exclusive representation and are, therefore, more akin to "captive passengers" who are compelled to finance a private organization against their wishes. A number of Board Directors believe that the decision as to whether or not the Union benefits any teacher is a decision that should rest exclusively with each individual teacher. If an individual teacher (or group of teachers) does not consider Union membership to be of benefit, then a number of Board Directors do not believe that either the Board or the Union should force such teachers to pay union fees against their wishes.

**Q. Do non-Union teachers have the right to challenge the Union's calculation of the compulsory Union fees they are forced to pay?**

A. Yes. Non-Union teachers have constitutional due process rights afforded to them by the U.S. Supreme Court under Teachers v. Hudson, 475 U.S. 292 (1986), and statutory rights under Act 84 of 1998. Non-Union teachers can designate any authorized representative of their choice to assist them in this process. Case precedent has held that the Pennsbury Education Association would have to produce audited books to any non-Union compulsory fee challenger or his/her authorized representative unless the Pennsbury Education Association were willing to waive its compulsory fee payment. The arbitration process permits non-Union teachers to examine Union documents and Union witnesses directly or via the teacher's authorized representative. Non-Union teachers can also file a religious challenge to divert their compulsory fee payments away from the Union and instead go to a non-religious charity.

**Q. Do non-Union teachers have the ability to vote on Contract ratification?**

A. Typically not. The Union typically demands compulsory fee payments from non-Union teachers and then denies such teachers the right to vote on any proposed Collective Bargaining Agreement.

**Q. What happens to non-Union teachers, who want to work, during a strike?**

A. Non-Union teachers cannot be compelled to strike or participate in any Union job action, but because it may be impossible for classrooms to be open during a strike, non-Union teachers can be denied the ability to teach students and denied the ability to earn a continuous wage even if they clearly wish to do so. In a strike situation, state law essentially subordinates the rights of non-Union employees who wish to perform public duty to the rights of Union employees who do

not. School districts have the authority to try and accommodate the desires of non-Union employees to work.

**Q. Does the Collective Bargaining Agreement have a provision compelling payroll deduction of Union dues?**

A. Yes. The Pennsbury Union Contract does currently have a provision mandating that the District collect Union dues on behalf of the Teachers' Union via automatic payroll deduction.

**Q. What does the Pennsbury School Board think about this?**

A. Payroll deduction of Union dues does not seem legitimate to a number of Board Directors. Union dues contain money used to advance the Union's political and ideological activities. Government resources (accounting systems, personnel time, bank fees, etc.) at taxpayer expense are currently involved in collecting and remitting approximately \$680,000.00 per year to the Union; the majority of which is sent to the state union (PSEA) and national union (NEA). A number of Board Directors believe that every Pennsbury teacher has a right to join and pay dues to the Union, but the collection of this money should be a private matter between the Union and its members.

**Q. Does the Pennsbury School District perform payroll deductions of teachers' PAC contributions on behalf of the Union?**

A. Yes. But there is no provision inside the current Collective Bargaining Agreement to perform payroll deduction of PAC contributions, which are contributions of money designed to help the Union influence the outcome of elections.

**Q. What does the Pennsbury School Board think about this?**

A. A number of Board Directors believe that school district resources should be used to educate students and not used to assist the Union's election-influencing political operations. A number of Board Directors believe every teacher has a right to contribute to a PAC, but it should be a private arrangement between teachers and their Union.

**Q. Are there any other Contract provisions in the Pennsbury Contract that facilitate and/or benefit the Union leadership?**

A. Article XXXIV, Section 1, of the Collective Bargaining Agreement, provides a total of 35 teacher days upon request with advance notice will be granted for Union business. In other words, the District does allow teachers to essentially be paid for engaging in up to 35 total teacher days per year plus the cost of substitutes to cover a teacher engaged in this type of activity designed to benefit the Union. During the 2007-2008 and 2008-2009 school years, District taxpayers paid \$22,217.82 (\$11,470.52 plus \$10,747.30) to teachers who went to Union events that are designed to obtain leverage against the District and the community when there are labor contract negotiations or labor issues. In effect, District's taxpayers are financing the local Union leadership to be trained to obtain the best salary and benefit outcomes against the District and the taxpayers when negotiations arise. In 2009-2010, in addition to the allocation of the cost of funding Union members to go to these Union events, the District also had to pay the cost of

substitutes amounting to \$100.00 per day for PEA members to go to the PSEA House of Delegates or other forms of Union business, totaling \$900.00.

In addition, Appendix “A” of the Memorandum of Understanding appended to the Collective Bargaining Agreement provides that the Association (i.e., Union) President “may be allowed additional release time for the purpose of conducting Association business, which shall not be considered part of the 35 days of Association business leave.” If the Union President is assigned to a high school building, the Union President will only be assigned to two (2) consecutive periods per day, which would generally be the first two (2) periods of the day and the balance of the day would be time that the individual would, at taxpayers’ expense, act on Union business issues. If the Union President is assigned to the middle school, the Union President will be assigned to four (4) consecutive teaching periods per day, which would generally be the first four (4) periods of the day. If the Union President is an elementary teacher, he/she would be entitled to release time for the whole day, assuming there is a mutual agreement of the parties. Currently, George Miller as Union President is assigned to the high school. George Miller teaches two classes, which is similar to coordinators who receive one release period and one preparation period in connection with their classroom teaching assignments. Currently, George Miller has a total salary of \$92,196.00, where at least 25% of Mr. Miller’s time would be attributable to taxpayer funding of his time to engage in Union business. This would amount to at least \$23,050.00 per year, not including taxes and benefit costs that could be properly charged to this amount.

In addition to these sums of money, the District was also forced to pay for substitutes for the Union President’s release time, which cost the taxpayers \$400.00 over the time period of 2007-2008 and 2009-2010 as the result of four (4) days of additional release time that required substitutes for President Miller.

**Q. What was the budgeted amount of Pennsbury Education Association positions (regular education positions, special education positions, specialist positions) for fiscal year 2009-2010?**

A. 808.92 individuals.

**Q. What has been the cost of the total PEA regular salaries over the past five years?**

A. 2008-2009: \$67,557,133.00  
2007-2008: \$64,801,638.00  
2006-2007: \$61,811,966.00  
2005-2006: \$56,371,697.00  
2004-2005: \$57,534,232.00

**Q. From 2004-2005 until 2008-2009, what was the growth in payroll for the Pennsbury Education Association?**

A. \$10,022,901.00 or a 17.4% increase in total payroll.

**Q. Over the time period of 2004-2005 until 2008-2009, what is the estimated total cost of healthcare for the Pennsbury Education Association?**

- A. 2008-2009: \$9,642,097.00
- 2007-2008: \$9,521,424.00
- 2006-2007: \$9,331,389.00
- 2005-2006: \$9,904,518.00
- 2004-2005: \$9,520,017.00

**Q. Over the past five years, how much have Association members actually contributed to the cost of healthcare?**

- A. 2008-2009: \$1,231,640.00
- 2007-2008: \$1,018,970.00
- 2006-2007: \$623,642.00
- 2005-2006: The District did not track healthcare contributions by groups separately.
- 2004-2005: The District did not track healthcare contributions by groups separately.

**Q. Was PEA President George Miller correct when he was quoted by the *Yardley News* in stating: “The teachers of the Pennsbury Education Association (PEA) voluntarily voted to accept a 0% increase in the 2009-2010 school year ...”?**

- A. No. Only those teachers who earned in excess of \$85,000.00 did not receive a pay increase. All other teachers were eligible to receive their step movement, which averaged 1.9% as an increase, as well as receive additional increases for taking additional courses and receiving credits for them. The following are examples of teacher increases received during the so-called “pay freeze” of 2009-2010:

NAME	2008-2009 CONTRACT AMOUNT	2009-2010 CONTRACT AMOUNT	INCREASE AMOUNT
Teacher	\$66,545.00	\$78,240.00	\$11,695.00
Teacher	\$56,205.00	\$66,382.00	\$10,177.00
Teacher	\$77,984.00	\$88,082.00	\$10,098.00
Teacher	\$77,984.00	\$88,082.00	\$10,098.00
Teacher	\$55,054.00	\$65,036.00	\$9,982.00
Teacher	\$58,249.00	\$68,230.00	\$9,981.00
Teacher	\$80,810.00	\$90,139.00	\$9,329.00
Teacher	\$83,636.00	\$92,196.00	\$8,560.00

<b>NAME</b>	<b>2008-2009 CONTRACT AMOUNT</b>	<b>2009-2010 CONTRACT AMOUNT</b>	<b>INCREASE AMOUNT</b>
Teacher	\$75,330.00	\$83,636.00	\$8,306.00
Teacher	\$75,330.00	\$83,636.00	\$8,306.00
Teacher	\$75,330.00	\$83,636.00	\$8,306.00
Teacher	\$61,017.00	\$69,101.00	\$8,084.00
Teacher	\$52,375.00	\$59,658.00	\$7,283.00
Teacher	\$55,054.00	\$62,329.00	\$7,275.00
Teacher	\$61,654.00	\$68,230.00	\$6,576.00
Teacher	\$58,249.00	\$64,806.00	\$6,557.00
Teacher	\$71,712.00	\$77,984.00	\$6,272.00
Teacher	\$48,856.00	\$55,054.00	\$6,198.00
Teacher	\$72,055.00	\$78,240.00	\$6,185.00
Teacher	\$60,656.00	\$66,659.00	\$6,003.00
Total			\$165,271.00