

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

NESHAMINY FEDERATION OF TEACHERS :
LOCAL UNION 1417 :
 :
v. : Case No. PERA-C-08-374-E
 :
NESHAMINY SCHOOL DISTRICT :

FINAL ORDER

On September 26, 2008, the Neshaminy Federation of Teachers, Local Union 1417 (Complainant) filed a Charge of Unfair Practices with the Pennsylvania Labor Relations Board (Board) alleging that the Neshaminy School District (District) violated Section 1201(a)(1) and (5) of the Public Employee Relations Act (PERA) by unilaterally ceasing adjustments to teachers' salaries based on academic credits following expiration of the collective bargaining agreement. By letter dated October 10, 2008, citing Pennsylvania State Park Officers Association v. PLRB, 854 A.2d 674 (Pa. Cmwlth. 2004), petition for allowance of appeal denied, 582 Pa. 704, 871 A.2d 194 (2005), the Secretary noted that "the status quo following contract expiration does not include the continuation of periodic wage adjustments" and declined to issue a complaint.

On October 28, 2008, the Complainant filed timely exceptions to the Secretary's dismissal of its charge and, following the Secretary's grant of an extension of time, filed a brief in support of the exceptions on November 21, 2008. In its exceptions, the Complainant alleges that the teachers' salary adjustments for academic credits are distinguishable from the periodic automatic step and longevity wage increases involved in State Park Officers, supra, and therefore must continue to be applied after contract expiration as part of the status quo.

In State Park Officers, supra, the Commonwealth Court affirmed the Board's decision that the employer did not unilaterally alter the status quo in violation of its bargaining duty by declining to continue both step and longevity wage increases after expiration of the collective bargaining agreement. In affirming the Board, the Court quoted from Fairview School District v. Unemployment Compensation Board of Review, 499 Pa. 539, 546-547, 454 A.2d 517, 521 (1982),¹ as follows:

The underlying rationale for the status quo requirement is that during the interim period between contracts, the employer may continue operations and the employee may continue working, while the parties are free to negotiate on an equal basis in good faith. Maintenance of the status quo is merely another way of stating that the parties must continue the existing relationship in effect at the expiration of the old contract. To require the School District to pay stepped up salary increases beyond the specified years contained in the expired contract changes the existing relationship in the context of the terms and conditions subject to the very negotiations sought to be fostered.

We therefore hold that the School District's refusal to pay stepped up salaries did not constitute a disruption of the status quo.

State Park Officers, 854 A.2d at 681.

The Court went on to suggest in State Park Officers that teachers' salary increases for academic credits should not be treated any differently than step or longevity increases for purposes of the status quo at contract expiration. Citing New Castle Area School District v. Unemployment Compensation Board of Review, 633 A.2d 1339 (Pa. Cmwlth. 1993), the Court stated that the disparate treatment of step and academic credit salary

¹ Although Fairview Township determined status quo during contract hiatus for purposes of unemployment compensation eligibility, and State Park Officers involved an unfair labor practice, the Commonwealth Court states that "it would only lead to confusion to define status quo differently from one situation to the next." State Park Officers, 854 A.2d at 683.

increases "may, in and of itself, constitute an unfair labor practice." State Park Officers, 854 A.2d at 683. Indeed, the Court rejected the school district's claims in New Castle Area School District that salary increases for academic credits should be treated differently than annual salary increases. Thus, in Northwest Area School District v. Northwest Area Education Association, 954 A.2d 111 (Pa. Cmwlth. 2008), which involved both step increases and "column" movement for completion of additional academic credits, the Commonwealth Court expressly stated that "[i]t is beyond question that no further column and step movements were required to maintain the status quo after expiration of the [collective bargaining agreement]..." Id., at 117.² In these cases, the Commonwealth Court makes no distinction among step, longevity, or wage adjustments for academic credits. Rather, the Commonwealth Court relies upon the broader policy of fostering balanced negotiations over employe wages as set forth in Fairview School District, supra, while noting that the parties are free to negotiate the retroactive payment of any or all of the incremental payments in the successor collective bargaining agreement.

In accordance with the above-cited decisions indicating that the status quo at contract expiration does not include teachers' salary increases for step, longevity, or academic credits, and after a thorough review of the exceptions and all matters of record, the Board finds that the Complainant has not stated a cause of action for an unfair practice in violation of Section 1201(a)(1) or (5) of PERA. Accordingly, the Board shall dismiss the exceptions, and sustain the Secretary's October 10, 2008 decision declining to issue a complaint and dismissing the charge.

ORDER

In view of the foregoing and in order to effectuate the policies of Act 111 of 1968 and the Pennsylvania Labor Relations Act, the Board

HEREBY ORDERS AND DIRECTS

that the exceptions filed by the Neshaminy Federation of Teachers, Local Union 1417 are dismissed, and the October 10, 2008 decision of the Secretary dismissing the Charge of Unfair Practices be and the same is hereby made absolute and final.

SEALED, DATED and MAILED at Harrisburg, Pennsylvania pursuant to conference call meeting of the Pennsylvania Labor Relations Board, L. Dennis Martire, Chairman, Anne E. Covey, Member and James M. Darby, Member, this seventeenth day of March, 2009. The Board hereby authorizes the Secretary of the Board, pursuant to 34 Pa. Code 95.81(a), to issue and serve upon the parties hereto the within Order.

BOARD MEMBER JAMES M. DARBY DISSENTS AND WOULD REMAND TO THE BOARD SECRETARY FOR ISSUANCE OF A COMPLAINT.

² In Northwest Area School District, supra, the Commonwealth Court affirmed a grievance arbitration award that found that employes were entitled to step increases and column movement upon commencement of the 2005-2006 school year only because the collective bargaining agreement expired after the start of the 2005-2006 school year. The Court rejected the school district's argument that the arbitrator interpreted the collective bargaining agreement in a manner which failed to maintain the status quo.