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Troubling Features of Pennsylvania Teacher Contracts

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In Pennsylvania's 500 school districts, union-negotiated contracts bind over 100,000 teachers to specific compensation packages and workplace conditions. By state law, these contracts, known as collective bargaining agreements (CBAs), apply to even non-union teachers.

Background

The [Pennsylvania Public Employe Relations Act](#) (PERA) grants unions the privilege of representing all teachers in a single school district. Known as “exclusive representation,” this legal framework forces non-union teachers to accept union representation they do not want.

As the exclusive representative, local union leaders negotiate contracts with school boards—in closed-door meetings. Every few years, teachers are expected to ratify contract renewal terms *after* negotiations and have few recourses to change the terms. These contracts include benefits plans and strict salary scales. Less well-known provisions, [highlighted below](#), grant union leaders unique perks at the cost of teachers' freedom.

Membership Dues and Forced Fees

Teachers who join their local union are required to pay approximately \$800 annually in membership dues to cover the cost of collective bargaining and political activities. The majority of fees (over \$700) go to the state and national unions, *not to the teacher's local union*.

More than 80 percent of districts require *non-union teachers* to pay the union—or lose their job.

- This forced “fair share” or “agency” fee costs around three-quarters of full dues.
- Over 8,300 teachers pay agency fees to Pennsylvania's two largest unions and cannot represent themselves in negotiations.

Ninety-seven percent of school districts automatically deduct these dues and fees from teacher paychecks and transmit them to the union. In a [blatant abuse of public resources](#), this automatic deduction often includes contributions to unions' political action committees (PACs).

Maintenance of Membership

Maintenance of membership, as determined by PERA, limits union resignation to a 15-day window prior to a contract's expiration. Districts can modify their maintenance of membership requirements, yet many workers can remain trapped in their union for years.

- Only 61 percent of districts inform teachers of this restriction, with nearly half of districts using the 15-day resignation window.
- Just one district gives workers the right to resign at any time, and an additional 11 allow annual resignation.

- To resign, teachers must [submit a resignation letter](#) by certified mail. If the letter arrives outside that window, the union can decide to revoke the teacher’s resignation attempt.

Union Release Time (Ghost Teachers)

More than 90 percent of contracts include “release time” language, allowing district employees to do union work on school time—and often on the taxpayer dime. This release comes in two forms:

- *Temporary.* Most districts designate a set amount of days, or even hours each day, for union members to attend union meetings or conduct union business. Typically, the district pays the majority of costs.
- *Full-time.* Nearly a quarter of districts also allow teachers to work as full-time union employees. These [ghost teachers](#) remain on the district payroll and often retain their pensions, health benefits, and salary and seniority progression. In some cases, unions reimburse school districts.

Pennsylvania Teachers' Contract Overview *2017-18*

	Total Contracts*	Percentage of Contracts**
Expired Labor Contracts	40	8%
Maintenance of Membership	306	61%
Dues Deduction	484	97%
Fair Share Fees	405	81%
Union Release Time	464	93%
Full-time Release	115	23%
Temporary Release Only	349	70%

*Figures compiled via Right-to-Know requests and is up-to-date as of May 2018. In few cases, these figures may not reflect the most recent collective bargaining agreement of each school district.

**Calculated out of 499 districts currently enrolling students

Conclusion

These contract provisions tilt the playing field toward teachers’ unions at the expense of students, teachers, and taxpayers. Many teachers are voicing their opposition to forced union membership. For example, [four Pennsylvania teachers](#) have filed a lawsuit in *Harnett v. PSEA* to stop the anti-worker practice of being forced to fund an organization to which they don’t belong.

Contracts that compel membership and financial support—and limit any ability to change the status quo—disserve Pennsylvania educators. Teachers are professionals and deserve greater accountability from unions and more workplace rights.