

# Policy Dialogue

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## Collective Bargaining and Education

### The Impact of Contract Provisions on the Management of Public Schools

*Dale Ballou, associate professor of economics at University of Massachusetts–Amherst ([www.umass.edu/economics](http://www.umass.edu/economics)), spoke June 21, 2000, at a Pioneer Forum in connection with the release of a White Paper he authored examining teacher contracts in a sample of 40 Massachusetts districts. Two panelists added their views:*

- *Harold Lane, executive director of Alliance for Education ([www.allford.org](http://www.allford.org)) and a former principal and member of the Massachusetts House of Representatives, where he served as House chair of the Joint Committee on Education*
- *Robert Sperber, professor of education and special assistant to the dean at Boston University's school of education ([www.bu.edu/education](http://www.bu.edu/education)), and a former superintendent of the Brookline Public Schools.*

*The following is an edited transcript of the Forum, with Professor Ballou's presentation first.*

This paper looks at five areas of teacher contracts: compensation, teacher evaluation and discipline, transfer policies and their relationship to seniority, layoffs, and provisions that deal with work load, length of the work year, and the work day.

#### Compensation

Every contract I read pays teachers according to a single salary schedule, which means that all teachers in the system, regardless of what grade level they teach or what subject they teach, are paid according to the same set of criteria: essentially how many advanced degrees or college credits they have beyond a particular degree level, and how many years of service.

There is virtually nothing in the way of merit pay in the contracts, and no differentials by field, or even differentials to compensate teachers for taking on jobs in particularly difficult working conditions such as working with at-risk children or in some of

To get the full text of Professor Ballou's White Paper, access [www.pioneerinstitute.org/research/whitepapers/wp12cover.cfm](http://www.pioneerinstitute.org/research/whitepapers/wp12cover.cfm) or call Pioneer Institute at 617-723-2277.

#### Role of money in education debated

By Timothy J. Connolly  
TELEGRAM & GAZETTE BOSTON BUREAU

BOSTON — While a collection of experts picked over problems with teacher contracts at the Paraker House yesterday, legislators up the street at the Statehouse were overriding Gov. Paul Cellucci's veto of an early retirement bill for teach-

Early retirement, which was pushed by teachers unions, was raised only at the tail end of a discussion of contracts at the luncheon, sponsored by Pioneer, a nonpartisan, nonprofit public policy think tank.

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Mr. Lane, a former principal at Wachusett Regional High School and a former state representative from Holden, said low salaries are the main drawback to attracting top college graduates to teaching.

make classes smaller, he said. "National politicians talk about education plans that cost \$100 million," Mr. Sperber said. "That's fine, but when you divide that among 50 states, it's only \$2 million per state. And they make a big deal about it."

Mr. Sperber said parents who send their children to private

Worcester Telegram & Gazette article on the Pioneer Forum, June 22, 2000

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the more difficult schools. The only opportunity for salary flexibility is at the time a teacher is hired. This is something that policy makers need to take a look at.

In about half of the districts whose contracts I read—about 20 out of 40—administrators had no discretion as far as bringing people in at a particular step of the pay schedule. In the remaining districts, administrators were given leeway, which varied considerably. In the most extreme instances, the contract would say a teacher can start at any mutually agreeable salary, or the superintendent can place the new teacher on any step of the schedule that he or she wishes.

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—Dale Ballou

At the other end are some carefully circumscribed circumstances in which a teacher could be brought in at a higher salary—sometimes limited to people who had Peace Corp or military experience. This flexibility is often not exercised. Even if you are allowed to bring a teacher in at an advanced step on the schedule, the value of that erodes over time. For example, if you hire a physics teacher at the eighth step of the schedule—which can represent a significantly higher starting salary—every year one eighth of that differential is eroded. That is, the teacher’s salary will gradually go back in line with the single salary schedule after eight years.

### Teacher Evaluation and Discipline

In the area of evaluation and discipline of teachers, I was interested in whether an administrator or supervisor can just walk in unannounced and observe a teacher. Of course, there are pretty good reasons to think that if all classroom observations have to be scheduled in advance, you might not get the same kind of information about teacher performance than if you can make impromptu visits. It is actually very rare that teachers have to be notified in advance. Even when the contract does require advanced notice, it doesn’t have to be a great deal of advanced notice. It could be sufficient for an administrator to say in the morning, “I’m coming by for your afternoon class.”

Evaluation does not seem to be an area where contracts are unduly restrictive. However, I think it is important to look at the way the formal evaluation process plays out in schools because the ratio of staff to supervisors tends to be very high. Think about the number of people a supervisor in industry is responsible for evaluating, and compare that to the number of people a principal is responsible for evaluating. It makes you wonder about how well a principal can carry out his or her responsibilities.

There are some other constraints built into the contract that influence how teachers are evaluated. One has to do with the extent to which principals and supervisors can use other information that comes to their attention. A parent might complain about a teacher, students might complain about a teacher, and perhaps even other teachers might complain. A lot of contracts require that teachers be notified promptly of any such complaints, and that any investigation undertaken has to be with the teacher’s full knowledge. In some instances, even the identity of the complainant has to be revealed to the teacher.

The thought of coming forward with a complaint could be fairly intimidating for parents, teachers, or students. The teacher will be told not only what they said but also who said it. The reason for the provision is clear: in its absence, an administrator may act on some criticism without the teacher having an opportunity to defend him-

Similar studies examining teacher contracts in two other states include “Collective Bargaining: Turning the Focus to Students” (Washington), which may be accessed at [www.effwa.org/website/publications/studies/collective-bargaining/CollectiveBargaining.htm](http://www.effwa.org/website/publications/studies/collective-bargaining/CollectiveBargaining.htm) and “Collective Bargaining: Bringing Education to the Table” (Mich.), available at [www.mackinac.org/article.asp?ID=791](http://www.mackinac.org/article.asp?ID=791).

or herself. There may be a middle ground that provides sufficient protection for the teacher, but also give an administrator the opportunity to investigate a complaint quietly. There are contracts that pursue this middle way.

## Transfers

Internal transfers—and the relationship between internal transfers and teacher seniority—have been getting an awful lot of attention, particularly in Boston. Principals are concerned about the possibility that if a vacancy opens up in their building, some other teacher somewhere in the system will be able to take that job solely on the basis of seniority. That is common in some school systems, but I found it to be very rare in Massachusetts. What I did find were contract provisions that give an edge to an inside applicant, though not necessarily the more senior applicant. You might have provisions for voluntary transfers such that a school is obliged to accept one of the internal applicants for the position, but it need not be the most senior applicant. Even contracts that don't contain that kind of language may still give an edge to an inside applicant. Sometimes this is a procedural edge, a consequence of the fact that all vacancies have to be posted at a particular moment in the spring. By the time they are able to hire from the outside, the best new teachers are already snapped up, which of course means that an internal applicant has an edge.

Some contracts simply say that given equally qualified candidates, an opening should go to an internal applicant. It's not the seniority that concerns me when I read all this, but the notion that over time, the best jobs in the school system will be snapped up by people on the inside, with the more difficult jobs left for brand new teachers.

Involuntary transfers typically occur when a program needs to be downsized, enrollments drop, or maybe the system is moving a program or a grade to another school. Very often, it's the least senior teacher who will be moved. But many contracts allow for some overriding criteria, such as teachers' qualifications and performance. More frequently, once that individual is identified, he or she will have a claim over vacancies in the system on the basis of seniority. That tends again to mean that whatever vacancies are arising, the best of them will be snapped up by the people already in the system.

Labor's response to this tends to be that it is a basic question of fairness to give those who have served the district for years the opportunity to transfer into these vacancies. There is a legitimate policy question here: if this is good from the standpoint of the teachers

that you are employing, and you suddenly remove it, what impact will that have on your ability to recruit and retain good teachers? This might be a reasonable accommodation of teachers' interests from which school systems could benefit. In the larger context, why do the most experienced teachers move into these teaching positions? We don't pay them any compensation for staying in the more difficult jobs. With a more open compensation structure that included salary differentials, the question of whether the transfer policy is fair might become moot.

## Layoffs

In studying layoffs, the conventional wisdom was that when teachers are laid off, the least senior person is going to lose the job. If he is laid off from his position, but certified or qualified for a position elsewhere in the system that is held by an even

To read and discuss "The Teachers We Need and How to Get More of Them," a policy statement signed by state officials, education analysts, and practitioners, go to [www.pioneernet.org/message\\_view.cfm?msgid=256](http://www.pioneernet.org/message_view.cfm?msgid=256).

### Study: Union contracts add to school woes

The report also found administrators blamed teacher contracts for personnel problems they did not cause and might even have solved.

By ROSELYN TANTRAPHOL

Staff writer

Adding fuel to the debate over teacher unions in Massachusetts, a new study says union contracts often inhibit administrators from

But the study also found that school administrators do not always take advantage of the flexibility built into some contracts to deal with personnel matters, and then blame the contracts for their bind.

The study, set for release today, was commissioned by the Boston-based Pioneer Institute for Public Policy Research, which advocates for free market principles to help improve schools.

Dale Ballou, an associate professor of economics at the University of Massachusetts at Amherst, examined contracts from 40 districts across the state, including

Springfield Union News  
article on the study,  
June 21, 2000

For more on teacher training, certification, and reform, see “Better Teachers, Better Schools,” edited by Marci Kanstoroom and Chester Finn, at [www.edexcellence.net/better/tchrs/teachers.html](http://www.edexcellence.net/better/tchrs/teachers.html).

more junior teacher, he can bump that junior person out of the job. This is a correct picture for only about half of the school systems in my sample. In about 16 of the districts, there was language in the contract that allowed for some deviations from layoffs strictly on the basis of seniority. The deviations could be based on special qualifications—if only one teacher is able to really teach a subject or offer a particular program, you can retain that individual, sometimes based on performance. Whenever performance is an issue, there is some gray area. Some of the contract language is pretty strong, and it gives a lot of authority to the superintendent to decide who would be retained. Other language requires looking at the last three years of performance evaluations, and there has to be a substantial difference in those evaluations. The truth is, written evaluations may not reveal much difference, but if you ask the principal for a candid assessment, he or she can easily give one.

Within the group of districts that lay people off on the basis of seniority, some of them are defined fairly narrowly, so that within the sciences, for example, physics and chemistry and biology will all be distinct program areas, and when you’re laying people off from physics, you’ll take the least senior person. In other districts, the disciplines are very broadly defined. Science can be a discipline, and if you’re obliged to lay off the least senior person in science, and that might even be your only qualified physics teacher. Both unions and school systems confirmed that this can be the way it works out, although generally some effort will be made to avoid laying off uniquely qualified employees.

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—Harold Lane***

The layoff language is largely untested. There really hasn’t been a situation in the Commonwealth in which school systems have had to lay off a lot of teachers since Proposition 2½. Only when enrollments begin to decline and school systems face the need to lay employees off will we see how this kind of contract language is interpreted by arbitrators.

The traditional view is that if you are a teacher notified of a layoff, you can bump people who have less seniority than you teaching subjects that you are certified to teach. That is not as widely true in Massachusetts as it may be elsewhere. A lot of school systems now have restrictions on

bumping rights. The most common restriction is that you can’t bump anyone outside the discipline you’re teaching in, even if you’re certified. In other instances, you have to have some prior teaching experience.

There are similar restrictions on recall rights. In the unrestricted version, once you’ve been laid off, if an opening comes up that you’re qualified to take, you have a right to that job, in reverse order of layoffs. A lot of school systems have restricted those rights either to the area in which you were teaching at the time you were laid off or to areas in which you have some prior teaching experience.

## **Work Load**

The last area is the contract language that governs work load. These put limits on the number of subjects a teacher can be asked to teach and the number of particular subject preparations a teacher can be assigned. Limits of two preparations and three subjects are very common. There are limits on class size, although these tend to be flexible, and very often are simply guidelines. Limits are placed on the length of the

To discuss this and a similar study by Professor Ballou, “The New York Teachers’ Union Contract: Shackling Principals’ Leadership,” go to [www.pioneernet.org/forums.cfm](http://www.pioneernet.org/forums.cfm). Pioneer Network is a virtual community of scholars, policy experts, journalists, and opinion leaders which is dedicated to providing a forum for leading edge scholarship and market-oriented solutions to public policy issues.

work day, the number of classes the teacher can be assigned, the number and length of faculty meetings, the number of open houses or parent conferences teachers can be asked to attend, and the length of the work year. How many days beyond the minimum school year for students that teachers can be asked to work is another one. Often, these extra days are used for professional development.

Virtually all contracts contain restrictions in most of these areas. There is a lot of variation among the contracts in just how restrictive the language is. It is very common, for example, to have one faculty meeting of one hour each month, but there are a number of districts that allow more.

**Harold Lane:** Given the economy and the emphasis on the information age, I think salaries need to be improved. Another thing that could help the teaching profession and improve teaching is to bring collective bargaining back to the individual school level, rather than have it at the broad district level. I believe educators are much better able to make decisions at the school level.

I do believe that one of the ways that we can strengthen teaching is to be much more honest about what teaching is and what teaching does. Society has to come up to speed on how important teachers are. I challenge anybody in this room to name three people other than their parents who had an influence in their lives. Practically everyone will include somebody that they had as a teacher.

**Robert Sperber:** It would have been helpful if Dr. Ballou had provided some overall context for the research. There was an interesting article in *Boston* magazine that listed the cost of private education in the Commonwealth. For a day school, it was \$20,000 per year. What did parents they get for that? Largely, they got very small class sizes. We’ve done research in Tennessee that clearly indicates that keeping classroom size down to 15 does make a difference, particularly in the primary grades. But we don’t have the political will in this country to implement it.

*Salary is an important issue—that is how we measure quality in this country.*

*—Robert Sperber*

Salary is an important issue—that is how we measure quality in this country. Working conditions are absolutely abysmal, particularly in urban school districts. The facilities themselves are falling apart.

Another piece of context that would have been useful would have been to cite research that has indicated very clearly the school principal is the single most important person in determining the academic quality that a youngster is going to receive. Yet even in the education reform bill, there are at least three instances in which they did one thing that strengthened the hand of the principal and then took it back. At the same time, we hold school principals responsible for the academic performance of the kids. And yet we have literally tied their hands.

**Dale Ballou:** Although teaching salaries seem to many of us low, they are actually quite competitive for graduates in humanities or the social sciences, particularly when you factor in the length of the work year and the value of fringe benefits. They are not competitive for graduates in the sciences and mathematics. And people responsible for recruiting teachers in those fields are having difficulty attracting really qualified people. The obvious solution is to pay math and science teachers more.