How collective bargaining agreements influence the work conditions of new teachers

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Biographical Notes

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Abstract

Purpose: The purpose of this study was to investigate the relationship between collective bargaining agreements and the work conditions of novice teachers. In particular, we sought to discover how collective bargaining shaped district hiring, transfer, layoff, induction, and evaluation policies, and how these policies potentially influence novice teacher commitment levels.

Data Collection and Analysis: The research study described in this paper is based on qualitative data from six Michigan districts, including data from interviews with district human resource directors (N=5) and teacher association officials (N=6), as well as analyses of collective bargaining agreements.

Findings: Voluntary transfer provisions have the potential to delay the hiring of new teachers and leave more “difficult to teach” classes to new hires, though this varies by district context. Some districts in the study reduced the significance that seniority plays in making human resources decisions, offering more job protection to novice teachers. Collective bargaining agreements influenced mentoring policy by specifying the amount of compensation for mentors and defining the relationship between mentor and mentee. The districts either had or were moving towards goal-oriented teacher evaluation systems.

Implications for Research/Practice: It will be important for future research to collect data from school-level administrators and teachers to measure outcomes associated with collective bargaining provisions, such as teacher commitment, and how these outcomes differ between novice teachers and their more senior colleagues. It is also important for district/school administrators and teacher association officials to consider the different needs of novice teachers.

keywords: collective bargaining, human resources, commitment, induction, evaluation
Introduction

There has been a lot of attention paid to teacher associations and collective bargaining over the years, but much of what is written tends to be based on rhetoric and ideology rather than on empirical inquiry (Johnson & Donaldson, 2006). In regards to important teacher outcomes often associated with collective bargaining, there is a lack of discussion of vital issues as well as a lack of relevant data, research, and analysis (Hannaway & Rotherham, 2006). This paper addresses the shortcomings in the research on teacher associations by exploring how collective bargaining agreements in six Michigan districts seemed related to human resources policies and the work conditions of beginning teachers.

Collective bargaining agreements can either directly or indirectly influence district human resource decisions regarding teacher hiring, transfers, and layoffs, as well as policies related to teacher evaluation, induction, and professional development (Fuller & Izu, 1986; Fuller, Mitchell, & Hartman, 2000; Ballou, 2000; Koppich, 2005). Therefore, collective bargaining potentially has strong effects on novice teachers’ experiences because contract provisions specifically “shape and reflect some of the important parameters of teachers’ work lives in technical and normative terms” (Bascia, 1997, p. 444). At the same time, there has been limited research on how collective bargaining specifically influences human resource decisions regarding new teachers and how this may impact novice teachers’ work conditions.

This paper stems from an ongoing study of early career teachers’ induction experiences and the social relations in their schools. Using data from the first year of data collection in six Michigan districts in 2007-08, this paper addresses three questions: a) How do collective bargaining agreements shape human resources decisions concerning new teacher hiring, transfers, and layoffs? b) How do collective bargaining agreements shape induction activities for
and evaluation of new teachers? and c) What potential impact do collective bargaining agreements have on novice teachers’ work conditions by shaping human resource decisions and induction and evaluation practices? We argue that collective bargaining affects novice teachers a) by impacting their job security through seniority provisions concerning hiring, transfer, and layoffs and b) by shaping the support that is provided to them through induction programs and that is associated with teacher evaluation.

In the first section of this paper, we describe the rationale and context for this study by reviewing the research literature on district policies and collective bargaining provisions concerned with human resources decisions, teacher induction, and teacher evaluation. The second section describes the historical and legal context of public sector bargaining and considers the particular context in Michigan. Next, we present the conceptual framework that we used to devise our research design and analyze the data. The research methods are explained in the fourth section, and the findings are presented in the fifth section. In the sixth section, we discuss how and why district collective bargaining agreements seem to affect new teachers’ work conditions across the six districts. Finally, the concluding section addresses implications of this study for policy makers and for future research.

**Research on District Policies and Collective Bargaining**

*Teacher Hiring.* Collective bargaining agreements (CBAs) have traditionally mandated that teachers have certification in the area(s) that they are teaching (Heneman & Milanowski, 2004; Lieberman, 1997), and unionized schools and districts are far more likely to require that teachers have attended university-based preparation programs (Figlio, 2002). Additionally,
provisions that allow for current employees to voluntarily transfer into open positions can leave less desirable positions to be filled by new hires (Ballou, 2000; Moe, 2005). Most CBAs also mandate a single salary schedule and step system which can limit administrators’ ability to differentiate pay in an attempt to attract and retain teachers (Johnson & Kardos, 2000).

Some researchers have argued that collective bargaining places unnecessary restrictions on districts a) by specifying qualification criteria for hiring teachers, b) by influencing the timing and quality of hiring decisions through burdensome transfer policies, and c) through the diversion of fiscal resources (Hoxby, 1996; Ballou, 2000; Moe, 2005). Not all CBAs are overly restrictive in dictating hiring provisions, however. In 1997, for example, the Seattle Public Schools and the Seattle Education Association established that schools could consider equally any teacher from inside or outside the district who was certified to fill the position (Johnson & PNGT, 2004). In the 1990s, the Boston Public Schools and the Boston Teachers Union collaborated to introduce signing bonuses to attract teachers to hard-to-staff schools (Johnson & PNGT, 2004). Further, a merit-based pay system was recently negotiated by the Denver Public Schools and the Denver Education Association in an attempt to recruit and retain high quality teachers, though the long term impact on teacher retention and quality is yet unknown (Koppich, 2005).

**Involuntary Transfers and Layoffs.** Teacher associations typically negotiate for a combination of seniority and credentials to be used as criteria in determining teacher layoffs and transfers (Eberts & Stone, 1984). This means that novice teachers are often the first to be released when districts need to eliminate positions and/or are more likely to be involuntarily transferred to different schools and classrooms (Ballou, 2000). These provisions explicitly aim to protect the jobs of more senior teachers even at the expense of novices (Eberts & Stone, 1984;
Babcock & Enberg, 1999). More traditional teacher unionists have expressed concern that changing seniority provisions in determining layoffs and transfers would negatively affect teachers by decreasing teacher solidarity and removing protections against nepotism and favoritism in job assignment (Webster, 1985).

There are some examples of districts in which novice teachers receive some protection from involuntary transfer or layoffs that are based predominantly on seniority and credentials. For example, the Boston Teacher Union negotiated that principals could protect first-year, untenured teachers from being “bumped” from their jobs by tenured teachers (Johnson & PNGT, 2004). In addition, in a review of 40 CBAs in Massachusetts, Ballou (2000) reported that nearly one-fourth of them allowed the administration full authority of teacher transfer. Additionally, in 16 of the agreements, districts were permitted to use special qualifications or performance measures to override seniority when determining layoffs. Also, because NCLB requires teachers to be “highly qualified”, which in most states includes a bachelor’s degree and state certification, the role that seniority plays in determining involuntary transfers and layoffs may at least be slightly diminished in comparison to certain certifications and qualifications.

**Induction.** There is some evidence that new teacher induction programs can reduce teacher attrition rates and provide novices opportunities for growth (Smith & Ingersoll, 2004; Strong & Fletcher, 2004; Grossman & Thompson, 2004; Johnson & PNGT, 2004; Achinstein, Ogawa, & Speiglman, 2004; Author, 2007). Induction programs are usually created and administered by districts although some are initiated by teacher associations. Further, when districts face budget shortfalls, teacher associations sometimes step in to help deliver induction support and additional professional development (Poole, 2000; Bascia, 2003). Generally, there are three types of professional development associated with or supported by teacher associations:
a) workshops, seminars, and conferences; b) formal mentoring, peer coaching, and other direct support from experienced teachers; and c) informal collaboration with colleagues (Bascia, 2003).

At the same time, some observers believe that teacher associations’ involvement in induction and professional development may draw their focus away from traditional focal issues such as teachers’ salaries, benefits, and work conditions. Further, in Koppich’s words, “It would be a mistake for anyone to assume that all teacher union locals (or all districts) have embraced education improvement and teacher quality as an essential part of their mission” (2005, p. 91). Many believe that teacher association involvement in such non-economic areas as induction and professional development reduces public control, limits the flexibility of school administrators, and may negatively influence district and school decisions about resource allocations (Bredeson, 2001).

Teacher Evaluation. In states with tenure laws, teacher associations often negotiate over the steps to tenure within a district, including the scope and types of evaluation programs that are involved. Evaluation instruments have usually consisted of checklists, and it has been rare for teachers to receive unsatisfactory ratings (Murnane & Cohen, 1986; Kerchner & Koppich, 2000). Part of the challenge in creating effective evaluation systems has to do with identifying the skills associated with effective teaching, finding ways to objectively measure them, and determining how to connect them to student outcomes (Mohrman, Mohrman, & Odden, 1996). Many local teacher associations have opposed using student standardized test scores in the evaluation process (McDonnell & Pascal, 1988). Traditional teacher evaluation systems, though, may have little impact on the work lives of novice teachers, because they generally provide little feedback or support to them.
In recent years, some teacher associations have negotiated the use of evaluation systems that reflect the understanding of teaching as complex work, such as peer assistance and review (PAR) programs or the use of more goal-centered evaluations. By collaborating with administrators in developing evaluation systems aimed at providing support to novice teachers, teacher associations may not only help increase the quality of new teachers’ performance, but also augment the teacher association’s relevance in the eyes of these teachers (Kerchner & Cooper, 2003). This support is seen as a way to increase teacher effectiveness and retention while weeding out teachers who continue to under-perform.

This paper builds on existing research by examining how collective bargaining agreements seem to impact novice teachers’ work conditions. More specifically, we investigate how collective bargaining provisions impact novices’ teaching assignments and job security, as well as the support they receive through induction and evaluation. By using such information, teacher associations and districts can work to improve teacher commitment and potentially increase teacher retention and effectiveness (i.e., their impact on student learning). This study has potential implications for district policies concerning human resources management, state laws governing the scope of collective bargaining, union-district collaboration in providing support to novice teachers, and labor-management relations within districts and schools.

Legal and Historical Context

The ability of teacher associations to influence district policy through collective bargaining is grounded in particular legal and historical contexts. Although teachers began organizing back in the 19th century, state labor laws often limited the extent to which teachers
were able to organize and enact change through bargaining. Beginning in the late 1960s and through the 1970s, the percentage of teachers covered by collective bargaining agreements increased substantially as many urban teacher associations began bargaining with their local school boards and eventually many state labor laws required school boards to bargain with teacher associations (Saltzman, 1985; Kearney & Carnevale, 2001). According to Johnson and Kardos, “(t)he states modeled their public-sector labor laws directly on the 1935 National Labor Relations Act, which regulates private-sector labor practices. As a result, legislation written with the needs of industry in mind ultimately defined the character of labor practices in education” (2000, p. 8).

Because this paper is based on information gathered from six districts in Michigan, it is important to consider the legal and historical context within this particular state. “In the late 1960’s and 1970’s, strengthened by new legislation on collective bargaining for public sector employees, the Michigan Education Association (MEA) and the Michigan Federation of Teachers (MFT) won dramatic gains in salaries, benefits, and job security for their members” (Boyd, Plank, & Sykes, 2000, p. 176). Yet, under the governorship of John Engler in the 1990’s, several laws were passed which restricted the power of teacher associations. In 1994, Michigan voters approved Proposal A, which shifted the funding of public schools from property taxes to the state sales tax. Proposal A had two main consequences: a) because operational revenues for districts were set in the legislature, the bargaining space for local teacher associations and school boards was narrowly constrained; and b) the new funding scheme shifted the basis of educational funding from school to students; therefore, the only way a school district could increase operational revenue was to increase student enrollment (Boyd, Plank, & Sykes, 2000).
Therefore, if a district faced shrinking enrollments, which many Michigan districts faced in the early-2000s, they would be likely to lose state revenue.

In addition to Proposal A, the Michigan legislature adopted one of the nation’s strongest charter school laws, and also passed legislation which allowed students to attend schools in districts other than the ones in which they resided (Boyd, Plank, & Sykes, 2000). This increased competition between districts for students, and therefore produced competition for state finances. Finally, Public Act 112 was passed in 1994 which removed a number of significant issues from the bargaining table, allowed local school boards to unilaterally impose their “last best offer” without the agreement of the teacher association, and imposed several penalties on teachers who went on strike (Boyd, Plank, & Sykes, 2000). As a result, “most union locals consequently devote(d) their energies to protecting past gains and resisting takebacks, with retirement and benefits the key battlegrounds” (Boyd, Plank, & Sykes, 2000, p. 183).

Because of the legal and fiscal context in which Michigan schools were operating at the time of data collection, many districts had been forced to cut back on induction programs and professional development, freeze the hiring of new staff, increase involuntary transfers, and in some cases lay off teachers. These contexts influence collective bargaining, which in turn can impact the experiences of novice teachers differently than those of veteran, tenured teachers. Therefore, this paper aims to address how collective bargaining seems related to the work conditions of novice teachers.
Conceptual Framework

This study stems from previous studies that have researched collective bargaining agreements’ influence on human resources decisions, induction policy, and teacher evaluation. As previously stated, we posit that collective bargaining agreements affect novice teachers’ work conditions a) by impacting job security through policies concerning hiring, transfer, and layoffs, and b) through shaping the support that is given to novice teachers through induction programs and that is associated with evaluation systems. In addition, we contend that when beginning teachers’ work conditions are characterized by high levels of job security and professional support, novices are more likely to demonstrate higher levels of commitment to their schools and districts, and to the profession.

A teacher’s “commitment” encompasses relating to work as a form of vocation, which includes working for individual success and collaborating with colleagues to accomplish shared goals (Lane & Wolf, 1990). Teacher commitment has been found to be associated with teachers’ efforts and effectiveness (Ebmeier, 2003), as well as to teachers’ career decisions (Weiss, 1999). Ingersoll (2001) found that high rates of teacher turnover affect teachers’ commitment and the cohesion and effectiveness of the school as an organization. Therefore, teacher commitment may significantly and directly impact student outcomes and individual teacher retention decisions, as well as organizational effectiveness (Hanushek, Kain, & Rivkin, 2004; Smith & Ingersoll, 2004).

Hiring may affect a novice’s commitment to teaching, and more particularly to teaching within a given school or district, because it is the initial process which not only matches a teacher to a particular group of students, but also places her within a professional environment in which
she must cultivate professional relationships with colleagues and administrators (Boyd et. al., 2002). Previous research has suggested that many local teacher association leaders and district administrators acknowledge that better district hiring practices have the potential to improve the match between teacher and classroom, improve teacher commitment, and reduce teacher attrition (Johnson & PNGT, 2004; Liu & Johnson, 2006). Yet at the same time, many factors associated with collective bargaining agreements often lead to late and information-poor hiring decisions which can affect novices’ work conditions and ultimately may decrease their commitment.

Involuntary transfers and layoffs are generally associated with reduction-in-force (RIF) provisions when schools are facing declining enrollments and/or funding. Because most collective bargaining agreements have provisions that protect the jobs of the most senior teachers, novice teachers are often the first to be involuntarily transferred or laid off. In districts where novice teachers are often involuntarily transferred or laid off, such work conditions can lower their commitment to teaching in that district as they face continuous uncertainty about their financial and professional future. Yet, how novice teachers view such provisions may have implications for their commitment and retention decisions. For example, if they see seniority provisions as a future benefit for job protection that will eventually apply to them, such provisions may actually work to increase their commitment.

CBAs may also affect novices’ work conditions and their commitment levels through induction and teacher evaluation. The inclusion of new teacher induction provisions in a CBA may help to formalize the expectations placed on novices within a district, as well as ensure that new teachers receive support. Additionally, evaluation systems that provide useful feedback and resources for improvement may increase novice teacher effectiveness and commitment. At the same time, a teacher’s novice status may make them more vulnerable to the negative aspects of
pressure through forms of socialization into the profession associated with induction and evaluation, such as a) exclusion of outsiders, b) excess claims on group members, c) restrictions on individual freedoms, and d) downward leveling norms (Portes, 1998).

**Research Methods**

This research stems from a larger ongoing study of early career teachers known as the Michigan Indiana Early Career Teacher (MIECT) Study. In 2007-08, the MIECT study included six Michigan districts and five Indiana districts. The research study described in this paper is based on qualitative data from the six Michigan districts, including data from interviews with district human resource directors and teacher association officials, as well as analyses of collective bargaining agreements.

*District sample.* Focusing on one state enabled us to control for the broader state context when comparing districts. For example, in 2007-08 Michigan law stipulated that all probationary teachers had to be assigned a mentor for their first three years in the profession and had to receive professional development; in addition, the Michigan Tenure Law specified that tenured teachers who were laid off had to be recalled before any non-tenured teachers for positions for which they were qualified and certified.

The MIECT Study sought medium to large districts that varied in the percentages of minority and/or low-income students they served in order to examine whether certain induction policies and practices seemed to have different effects on new teachers’ work conditions across such districts. See Table A in the Appendix for student demographics within the six districts. It was also a goal to recruit districts that had significant numbers of early career teachers. Because
of declining enrollments and tight fiscal budgets in many Michigan districts in 2007-08, several districts in the state did not meet the criteria for inclusion in this study because they had not hired many new teachers in the previous couple of years. In sum, the criteria for selecting districts included a) variation across districts with regard to the race/ethnicity and socio-economic status of the students served; and c) district had at least 10 first-, second-, and/or third-year teachers in 2007-08.

The six participating districts (Daus, Greenberg, Kaline, Underwood, Wagner, and Whitaker) varied significantly by student enrollment, percent of students eligible for free or reduced lunch, and percent minority students. The three medium-sized districts – Wagner, Kaline, and Whitaker – served from 8,000 to 12,000 students in 2007-08 while the three larger districts – Daus, Greenberg, and Underwood – served from 19,000 to 30,000 students. The percentages of low-income students were comparable in Wagner, Kaline, and Whitaker (29% to 42%) while the percentage of racial minority students ranged from 19% in Whitaker to 46% and 50% in the other two medium-sized districts. While Underwood had the highest student enrollment (29,803 students), it also served the lowest percentages of minority and low-income students of the six participating districts. The other two large districts, Daus and Greenberg, served comparable percentages of low-income students (51% and 64%, respectively), but Greenberg served a much higher percentage of racial minority students.

*Data Collection.* Data collection began in spring 2007 and was completed during the 2007-08 school year. The collective bargaining agreements in the six districts were reviewed with particular attention paid to language pertaining to teacher hiring, transfers, layoffs, induction, and evaluation. While the review of the CBAs provided useful information regarding district policies, it was limited with regard to the details and context surrounding the policies.
Therefore, data collection also included interviews (one time each) with local teacher association (TA) presidents (n=6) and human resource (HR) directors (n=5). In the interviews with the TA presidents, we probed to learn what role the teacher association had in a) the hiring process, b) offering induction support to new teachers, c) the evaluation process, and d) the negotiation of criteria for determining the order of involuntary transfers, layoffs, and recall from layoffs. In addition, they were asked to comment on concerns that new teachers expressed to their representatives, as well as the labor-management relations across their districts and within schools.

Similarly, HR directors were asked about district policies regarding hiring, transfers, and layoffs, as well as policies regarding new teacher induction and evaluation. With regards to hiring policy, HR directors were asked to explain how teacher candidates were identified for interviews and who made the hiring decision. They were also asked to describe the criteria that were used to determine transfers, layoffs, and recall from layoffs. In addition, HR directors were asked about district induction programs, in particular how mentors were chosen, what training they received, how they were matched with mentees, and what professional development was offered to novice teachers. With regards to teacher evaluation systems, HR directors were asked to describe their district’s system and what type of support was given to teachers throughout the evaluation process. The HR directors were also asked to comment on concerns new teachers had expressed, and about the labor-management relations across their districts and within schools.

**Modes of Analysis.** Text from collective bargaining agreements and notes associated with the review of the agreements were organized by category (hiring, transfers, layoffs, induction, and evaluation) using NVivo7 software. This software allowed the researchers to easily compare policies across districts, as well as to prepare district reports. Interviews with HR
directors and TA presidents were audio recorded and then transcribed. The transcriptions were then organized around the same categories as the collective bargaining agreements using NVivo7.

In the first stage of analysis, we used NVivo7 to look for systemic patterns of variation in district policy related to teacher hiring, transfers, layoffs, induction, and evaluation; how these policies seemed related to collective bargaining agreements; and whether or not they seemed related to the perceived concerns of novice teachers. For the second stage of analysis, when certain district policies and/or contextual factors seemed to be associated with novice teacher support or job security, we drew on interview data from the HR directors and TA presidents to discern the ways in which these policies and contextual factors seemed likely to affect novice teachers’ commitment (Author, 2007).

Findings

_Hiring._ Collective bargaining agreements can potentially impact the hiring of new teachers a) by regulating teacher candidate qualifications, b) through voluntary transfer provisions which not only impact the timing of hiring but also what positions are left available, and c) by influencing the distribution of resources through salary schedules. In terms of regulating candidate qualifications, there was little variation across the six districts in the study in 2007-08; all six required new hires to meet the certification and qualification requirements associated with the State of Michigan and NCLB^{vii}. The CBAs in the three largest districts (Daus, Greenberg, and Underwood) also specified that certain teachers should meet the requirements of the North Central Association (NCA) where applicable.
The timing of teacher hiring decisions in all six districts largely depended on predicted student enrollment and funding for the upcoming school year, which often was quite delayed. Due to population loss across the state of Michigan, many districts faced declining enrollments which impacted their funding and their need and ability to hire teachers. The Daus HR director indicated that his district generally could not make good student enrollment predictions until the beginning of August. The Greenberg district, located within the largest city in the sample, was especially susceptible to the loss of student enrollment; the HR director there indicated that they had been averaging a loss of approximately 800 students a year over the past several years. In contrast to Daus and Greenberg, the three medium-sized districts in the study – Kaline, Wagner, and Whitaker – had relatively more stable enrollments and therefore were better able to project staffing needs, which allowed them to make hiring decisions earlier in the summer.

When hiring decisions are pushed to the end of the summer, or in some cases after the school year has begun, it is likely that the quality of the available teacher pool will have decreased as other districts have selected the most qualified candidates. Additionally, the screening and interviewing process is typically shortened when districts hurry to fill positions shortly before or after the school year has begun. Teachers looking for jobs may also lower their criteria for what districts they are willing to work in, taking positions for which they are not prepared for or about which they are not enthusiastic. Thus, Kaline, Wagner, and Whitaker were better positioned than Daus and Greenberg to hire qualified candidates who were well-matched with open teaching positions. This, in turn, potentially contributed to attractive working conditions for beginning teachers in these districts.

With regard to voluntary transfers, in all six districts in 2007-08, when a teaching position became available, it was initially posted internally before it was posted externally and
priority was given to current district employees in filling the position. In Daus, Greenberg, and Underwood, teachers had five days from the beginning of the posting(s) to apply for the transfer. The vacant position left by the teacher who was granted transfer was then considered open for voluntary transfers, and the cycle repeated itself. Yet, even though transfers were contractually guided, the TA president in Daus indicated that ultimately the superintendent had “the right to put anybody anywhere for any reason.”

The window for when teachers applied for transfers in Kaline, Wagner, and Whitaker was restricted to a set amount of time similar to that given in the larger districts, and priority for open vacancies were given to current employees. Also, similar to the larger districts, preference was given to teachers with more seniority as long as they had the appropriate certification and qualifications. Yet again, although current employees were given preference for open vacancies, it was left to the superintendents in these districts to place the teachers. According to the Whitaker teacher association president, “You are not guaranteed a transfer, you are guaranteed an interview.”

The CBA provisions concerning voluntary transfers seemed to delay the hiring process and had the potential to leave less desirable jobs for new hires. In this study, this seemed to be a greater problem in the three larger districts, because once a voluntary transfer was made to an open position, that teacher’s position then became an open vacancy that needed to be filled, starting a domino effect. The larger districts – Daus, Greenberg, and Underwood – each had a greater number of schools than the three medium-sized districts in the study. Further, these three larger districts faced a greater likelihood that current teachers would try to transfer to open positions in other, more attractive schools with better working conditions within these districts.
As a result, new hires in Daus, Greenberg, and Underwood were often placed in schools with more “difficult to teach” students and classrooms.

A fourth area in which collective bargaining agreements may impact teacher hiring is in establishing teacher compensation. Teacher salaries are set by collective bargaining, but also reflect the state and local region in which the district is located; therefore, it is hard to compare salary schedules in districts that are located in different regions within a state and that serve different student populations. Each of the six districts in this study had a traditional step salary schedule in 2007-08. Table B in the Appendix indicates that initial teacher salaries varied across the six districts, but not greatly. For example, starting salaries for teachers with zero years of teaching experience and only a bachelor’s degree ranged from a low of $34,630 in Greenberg on the west side of Michigan, to a high of $38,161 in Underwood in southeastern Michigan. Therefore, it is important to consider other ways in which the districts varied, such as in initial placement on the salary schedule, providing tuition reimbursement, and years of credit for prior experience.

Each of the three largest districts in the study offered service credit to those with prior teaching or work experience. For example, the Daus CBA stated that teachers would receive up to five years of credit for teaching in another public school, two years for previous teaching in a private school, and a half a credit for each year spent in military service up to four years. The Underwood CBA stated that the superintendent had the right to place a newly employed teacher at any step on the salary schedule. Each of the three smaller districts also offered credit for previous experience. In Whitaker, for example, new teachers to the district could receive up to eight years of credit for prior teaching, military experience, or work experience, and in Wagner teachers could receive up to ten years of credit for prior experience. In Kaline, any credit given
for previous experience was at the discretion of the School Board. Offering service credit enabled these districts to increase salaries for teachers with prior teaching and work experience, but it was not clear how often these districts made use of this contract provision. When there was a surplus of teachers in many subject areas and shrinking school budgets, districts were more likely to place teachers at the lowest part of the salary schedule as possible to save money.

Greenberg was the only one of the largest three districts to offer tuition reimbursement to their teachers. Teachers had to get approval from the School Board, and were only allowed to be reimbursed for six semester hours a year. None of the smaller districts offered tuition reimbursement for non-tenured teachers although Kaline offered reimbursement for tenured teachers. By offering tuition reimbursement, Greenberg may have been able to attract teachers to their district, especially since many teachers in Michigan earn master’s degrees in order to maintain their teaching certificates. Over the course of several years, this benefit added up to a significant amount of financial compensation for individual teachers.

In sum, the main aspects of hiring policy that seemed to affect novices’ work conditions were CBA provisions related voluntary transfer. There was little variation across the six districts in terms of regulating teacher qualifications. With regard to the timing of hiring decisions, there was some variation among the districts, mostly due to budgets and student enrollment predictions, which disproportionately impacted the larger districts and may have negatively impacted working conditions for novice teachers. Voluntary transfer policies did not vary significantly between the large and the medium-sized districts, but the implications of those policies did vary by district size. In larger districts where voluntary transfers were more likely to take place, movement of experienced teachers to more desirable positions seemed to leave new hires vulnerable to being placed in “difficult to teach” classrooms. Finally, the districts
somewhat varied in terms of initial placement on the salary schedule, providing tuition reimbursement, and years of credit for prior experience; these minor variations did not seem related to beginning teachers’ work conditions with the exception of Greenberg’s policy governing tuition reimbursement, which had the potential to attract and retain teachers in the district.

**Involuntary Transfers and Layoffs.** Collective bargaining agreements in these districts largely shaped the order in which involuntary transfers and layoffs took place. These decisions were usually based on teachers’ certification areas, qualifications (e.g., having specific curricular training, meeting NCA requirements, being bilingual, etc.), and seniority. At the same time, in 2007-08 all districts in Michigan had to adhere to the “highly qualified” teacher requirements set forth by the state and No Child Left Behind (NCLB). For example, a teacher who was only certified to teach English could not be transferred into a math position to avoid being laid off just because they had more seniority than a math teacher. Additionally, the Michigan Teacher Tenure Act stated that tenured teachers who were laid off had to be recalled for positions for which they were certified and qualified before a non-tenured teacher could be recalled for these positions.

In five of the six districts, the CBAs essentially indicated that when teachers had the same certification status and qualifications, seniority was the key criterion for determining the order of involuntary transfers, layoffs, and recall from layoffs. This was often the case in elementary schools where teachers are more likely to have general certifications. The Daus HR director stated, “We call it eating their young.” He continued, “The people that are getting laid off can’t help but be resentful.” The Daus TA president polled his members before a contract vote, and approximately 55 percent of the respondents indicated that they would rather have increases in
wages even if that meant that some teachers had to be laid off. Therefore, the seniority system may not only have created more job uncertainty for novice teachers, but it also may have strained relations between novices and their veteran colleagues.

Unlike the other districts, in Greenberg seniority ranked behind other criteria including the teacher’s ability to meet students’ needs and the teacher’s willingness to participate in extra training and perform extra responsibilities associated with the assignment. Thus, the language in Greenberg’s CBA implied that the district could retain teachers with certain qualifications even if they were not the most senior teachers who were certified for the position. For example, given the need for bilingual teachers in Greenberg, the district was more likely to retain teachers with bilingual skills, even if they lacked seniority. The Greenberg CBA also stated that staffing assignments could be done in ways that ensured that not all positions within a school or assignment were filled by new teachers and/or that ensured that staff members reflected the racial make-up of the school.

In Underwood, the district’s “maximum reemployment” policy was negotiated in the CBA and represented an effort to reduce the number of layoffs. Under this policy, both tenured and probationary teachers were to be transferred to positions for which they were certified and qualified in order to keep teachers from being laid off. The HR director in Underwood indicated that this often frustrated more senior teachers who may have been involuntarily transferred to keep a new teacher from being laid off. While this policy sometimes led to several tenured teachers being transferred, it also decreased the likelihood that less experienced teachers would be laid off from their positions.

The number of involuntary transfers and layoffs had been increasing in the last couple years in several of the districts in the study, particularly in the three larger districts. For example,
at the end of the 2006-07 school year, Daus and Underwood each laid off about 120 teachers, out of a teacher workforce of approximately 935 and 1,285 teachers respectively. The Underwood HR director stated, “I’ve been in this position about three years, so even from my perspective I laid off everyone that I hired basically.” So although the Underwood CBA had a provision for “maximum reemployment”, the district was still forced to layoff teachers in the face of budget concerns. In Greenberg, if an involuntarily transferred or displaced teacher had 12 or more years of experience, they could displace a less senior teacher at another school as long as they met the certification and qualification requirements for that teacher’s position. This increased the likelihood that a novice teacher would be bumped from their position or laid off.

In Daus, Greenberg, and Underwood, the vast majority of teachers who had been laid off at the end of the 2006-07 school-year were recalled by the beginning of the 2007-08 school year, or shortly after the start of the year. The Daus HR director stated that he tried very hard to return teachers to the buildings in which they had previously been working. The Greenberg CBA stated that the district would attempt to return laid off teachers to their buildings if a position was open. Additionally, if teachers were involuntarily transferred out of their building and then a position opened up in their original building, they had the right to return to that building. The high number of layoffs in these districts, and the possibility of future layoffs due to declining budgets and student enrollments led to uncertainty about job security, at least in the short run, and this disproportionately affected non-tenured teachers.

Although layoffs were less common in the medium-sized districts, they still remained a concern. For example, the Wagner teacher association president indicated that they laid off approximately 12 teachers at the end of the 2007-08 school year out of teacher workforce of approximately 380 teachers\(^{viii}\), and 18 teachers were involuntarily transferred. In previous years,
Wagner had been a growing district, but the trend had reversed. Similar to Greenberg, the Wagner collective bargaining agreement stated that if a teaching position became available in the building from which a teacher had been laid off, they could apply for the position (but seniority still applied). The Whitaker teacher association president also indicated that the subject that a teacher taught could affect the likelihood of their being transferred or laid off. For example, changes made to the required Michigan curriculum raised fears that elective courses would be eliminated. The HR director in Wagner also indicated that new elementary teachers were more likely to be transferred or laid off because most elementary teachers had general certifications and qualifications, so seniority was the only criterion that separated them.

In sum, CBA provisions governing involuntary transfers and layoffs did not vary significantly across the districts, with the exception of the Greenberg and Underwood CBAs. Each of the six CBAs indicated that a teacher’s qualifications could play an important role in determining the order of involuntary transfers and layoffs, but the Greenberg CBA was more explicit in what that meant. The decreased emphasis on seniority in light of other qualifications, such as being bilingual, had the potential to allow the Greenberg district to better meet the needs of their students. It is not clear that such a qualification would trump seniority in the other districts. In Underwood, the maximum reemployment policy led to tenured teachers sometimes being transferred in order to protect the positions of non-tenured teachers. In these ways, the Greenberg and Underwood CBAs represented a departure from the focus in most districts, including the other four in this study, on seniority in determining which teachers were subject to involuntary transfers or layoffs.

*Induction.* As of 2007-08, districts were required by Michigan law to provide new teacher induction in the form of mentoring and professional development to all new teachers who
were in their first three years of teaching. Although each district provided induction to their new teachers as required, collective bargaining agreements’ influence on new teacher induction varied across the six districts. The standards for mentor selection, expectations for mentor training, and processes for matching mentors with mentees varied by district as well. Additionally, the labor-management relations within a given school or district may have impacted the quality of induction support that was offered, especially through mentoring.

Each of the districts provided an orientation for new teachers prior to the start of the school year, and each provided the local teacher association time to speak to the new teachers, although this was only formally specified in the Greenberg CBA. Generally, the TA presidents used this time to introduce themselves, to inform teachers about the potential benefits of joining the teacher association, and to provide information about benefits, retirement, and legal rights and issues. For example, the association president in Wagner indicated that information was provided to new teachers at the orientation on communication skills, classroom management skills, and how to manage parent-teacher conferences. In addition to introducing himself and the benefits of the association at the orientation, the Daus teacher association president personally went out to meet every new hire, and spoke with them about the association, insurance, and retirement, as well as the fact they needed to earn continuing credits in order to maintain their certification.

In addition to orientation, each of the six districts provided mentoring to their new teachers in accordance with state law. In each of the six districts, tenured teachers volunteered to serve as mentors, and all but one district (Whitaker) paid them for serving in this role. The amount of compensation for mentors ranged from $100 in Greenberg (for mentoring third-year teachers) to approximately $750 in Wagner to mentor a first-year teacher. While the Greenberg
and Wagner CBAs specified the amount of compensation that mentors should receive, principals in Greenberg had discretion over whether to pay mentors up to $400 out of their school’s budget for mentoring a first year teacher, and up to $200 for a second year teacher, and $100 for a third year teacher. In Wagner, mentors received two percent of the B.A. base salary for mentoring a first and second year teacher, and one percent of the B.A. base salary for mentoring a third year teacher. Although not specified in the Daus CBA, according to the Daus TA president, mentor teachers received $300 a year.

Through compensation, five of the six districts attempted to not only compensate mentor teachers for their time, but also to recruit veterans to become mentors, thus increasing the size of the potential mentor pool. This, in turn, increased the likelihood that beginning teachers in these districts would be matched with mentors who taught in the same content area and/or grade level, and it helped make the working conditions for novices in these districts more attractive.

The CBAs in Daus and Underwood contained no language pertaining to mentoring, though district policy in both districts allowed for principals to assign mentors to new teachers, and when possible they were matched by grade-level or subject matter within a building. The Greenberg CBA, on the other hand, featured detailed language about the desired mentor-mentee relationship; the purpose was to offer assistance, resources, and information to the mentee in a non-threatening manner. The relationship was to be confidential and was not considered in the formal evaluation of either the mentor or mentee. The Greenberg CBA also stated that mentors and mentees would be matched within buildings or programs whenever possible. In addition, this agreement suggested principals allow for release time in order for mentors and mentees to meet, and both were able to use this time to complete professional development requirements. By clearly specifying details about the mentoring program in the CBA, the teacher association in
Greenberg had the ability to directly address issues if building administrators were not following the guidelines concerning mentor-mentee matches or providing release time.

Of the medium-sized districts, similar to Greenberg, the Wagner CBA laid out the purpose of the mentoring program as a cooperative arrangement of colleagues to provide assistance and support to develop the teaching skills of new teachers. It also specified that the mentor teacher had to be a tenured member of the teacher association, and had to have worked in a similar grade level or discipline as the mentee within the last five years. Further, efforts were made to match mentees with mentors who were certified in the same area or had the same work assignment. This was strengthened by stating that school administrators were to make available half days of released time for mentors and mentees to meet, and where possible the mentor and mentee were to be assigned a common preparation time. Additionally, the agreement stated that mentor teachers had to receive training, and outlined the compensation they were to receive.

The Kaline and Whitaker CBAs also specified that the mentor-mentee relationship should be confidential and not used for evaluation purposes. In Kaline, mentors had to be tenured teachers and in Whitaker teachers could not serve as a mentor until their fourth year in the profession. According to the Kaline HR director, principals in his district tried to match mentors with mentees based on grade level and subject matter taught as well as based on their personalities. Additionally, the mentors had to be tenured teachers and received training.

New teacher induction was also part of some district professional development programs. Although all six districts were required by law to provide professional development to novice teachers, only Underwood and Wagner had systematic programs for new teachers. In some cases, the teacher associations provided their own professional development through their state associations. Additionally, both the Greenberg and Underwood TA presidents indicated that
their local associations participated in a Michigan Education Association (MEA)-sponsored program for new teachers called SPARKS. The Underwood association president reported that this program brought early career teachers together on retreats to address education and labor issues. It also served as an opportunity to bring together early career teachers from buildings across the district. Although he noted that 50 percent of a given retreat was social, it served as a good opportunity for the new teachers to develop professional networks.

Overall, while mentoring programs in the six districts were guided by Michigan School Code 1526, they did vary in some important ways from each other. First, five of the districts provided compensation to mentors while Whitaker did not. In the five districts, mentor compensation had the potential to strengthen the pool of potential mentors as well as increasing the likelihood that beginning teachers were matched with mentors in the same content area and/or grade level. It is not clear though how much compensation is needed to attract veterans to become mentors. In addition, the CBAs in Greenberg and Wagner specified that mentors should have the same or similar teaching assignments as their mentees. The Wagner CBA also specified that mentors and mentees be given time during the work day to collaborate together. Together, these policies seemed to affect novices’ working conditions in these districts in positive ways. Further, by stating that the mentor-mentee relationship was not to be used for evaluative purposes, Greenberg, Kaline, Wagner, and Whitaker offered new teachers a certain level of protection and helped maintain productive relations between mentors and mentees.

Teacher Evaluation. According to the Michigan Teacher Tenure Act of 1937 (amended in 1993), each of the six districts ensured that non-tenured probationary teachers were formally observed at least twice per year as part of an annual evaluation, and probationary teachers were required to develop individualized development plans (IDPs). Each of the six districts in the
study used a goal-oriented evaluation system that was based on a set of rubrics, but these systems varied with regard to the degree of specification in their rubrics. These differences, in turn, seemed to have potentially importance consequences for new teachers’ working conditions.

Both Daus and Greenberg had evaluation systems based on the Danielson Model. The Daus CBA though simply stated that probationary teachers were to be observed at least three and preferably four times by their building administrator or a designee. Daus’ evaluation system had a rubric based on five professional standards of teaching, each standard had several elements, and each element had a description of unsatisfactory, proficient, and outstanding performance. Early career teachers in this district met with their building principals to discuss the results of classroom observations, to go over their individualized development plans (IDPs), and to identify elements from the standards to work on during each of the four years of their probationary period.

The Greenberg district also used an evaluation system that was based on the Danielson model, and this system was described in detail in the CBA. According to the Greenberg CBA, prior to the first evaluation, new teachers were to meet with their principal to review Initial Performance Objectives written by the novice (they were expected to develop up to five objectives). Like the Daus rubric, the Greenberg rubric was based on Danielson’s professional teaching standards, and each element associated with one of the standards had a description of unsatisfactory, proficient, and outstanding performance. Additionally, the new teacher and administrator reviewed available resources and determined the assistance the administrator would provide to help the new teacher improve. Teachers who received an unsatisfactory interim evaluation were supposed to receive assistance from district resource personnel.
Similar to Greenberg, evaluation guidelines were part of the Underwood agreement, and each probationary teacher developed an IDP. The CBA stated that the School Board recognized the need to provide assistance to probationary teachers who received a less than satisfactory evaluation. The TA president also pointed out that the CBA contained a just cause provision in the agreement, which stipulated that probationary teachers had all the rights of just cause after two years; in contrast, in most other districts (including the other five districts in this study), it took four years to acquire these rights.

The Whitaker CBA laid out the timeline for observations, as well as for pre- and post-observation conferences. The Whitaker district also implemented an evaluation system that was based on the Danielson model and the Whitaker rubric was similar to those used in Daus and Greenberg. In particular, it featured descriptions of unsatisfactory, proficient, and outstanding performance for each of the elements that comprised Danielson’s standards. Following these standards, probationary teachers usually focused on classroom management in the first year, instruction during the second year, and professional responsibilities in the third year. The district TA president stated, “As they worked their way through the tenure process, they were introduced to more pieces, still being held accountable as they moved on for everything else.”

The Kaline CBA provided extensive detail as to how the evaluation system was to be structured. The CBA indicated that the evaluation system aimed to be growth-oriented, and first- and second-year teachers were evaluated twice a year (two observations per evaluation, with each being at least 45 minutes long), and third- and fourth-year teachers were to have at least one evaluation per year. The evaluation also included a pre-observation conference in which the IDP would be discussed, and a post-observation conference to review the evaluator’s findings. But the Kaline rubric was less detailed than those used in Daus, Greenberg, and Whitaker. Further,
for teachers who were rated unsatisfactory, the evaluator and teacher developed a plan of improvement to meet the expectations of the IDP.

The Wagner CBA also laid out the evaluation process in detail, and the HR director stated, “Our evaluation process is very strictly adhered to, particularly for our non-tenured staff members.” The CBA provided greater detail about the use of the IDP, indicating that the IDP was to be developed by the administrator and the teacher listing the goals and objectives for professional growth and that the IDP should be based on the performance areas contained in the teacher evaluation form. But similar to Kaline, the Wagner rubric was not as detailed, and did not feature descriptions of different levels of performance. It should be noted, though, that both the Wagner and Kaline districts were piloting evaluation programs in 2007-08 that would provide greater descriptions and details of levels of performance.

In sum, the six districts had to follow guidelines set out by the Michigan Teacher Tenure Act, and the six CBAs specified the schedules and guidelines for teacher evaluations (such as pre- and post-observation meetings with probationary teachers). Overall, the districts had moved towards goal-oriented evaluation systems such as the Danielson Model, which featured more opportunities for districts to provide support and feedback to novice teachers compared to traditional checklist models. The main source of variation across the districts involved the level of specificity of the rubrics used in evaluating teacher performance during classroom observations. The rubrics in Daus, Greenberg, and Whitaker specified three levels of performance for each of the elements associated with Danielson’s five professional standards. In contrast, the rubrics in the other districts were generally less detailed. This may have had important consequences for the feedback and guidance that beginning teachers received and could have influenced their perceptions of their working conditions. Another source of variation
was the provision negotiated by the Underwood CBA that guaranteed that probationary teachers could not be released without just cause after two years. Given that state law required that just cause be given once teachers reach tenure after four years, this provision gave first- and second-year teachers in Underwood additional job protections.

**Discussion**

In recent years, researchers and policy makers have increasingly focused on issues related to human resources decisions, induction, and evaluation. Studies have investigated how district policies related to recruitment and hiring shape new teachers’ experiences during the hiring process (Balter & Duncombe, 2008; Liu & Johnson, 2006; Liu et al., 2008). In addition, researchers have conducted case studies of how district policies seem to affect novices’ induction experiences (Achinstein et al., 2004; Grossman & Thompson, 2004; Kardos et al., 2001). Further, a number of scholars have written about beginning teachers’ experiences with teacher evaluation systems in their schools and districts (Kennedy, in press; Kerchner & Koppich, 2000). Despite these advances, there has been less attention to how local teacher associations – through their collective bargaining agreements (CBAs) – influence district policies related to hiring, transfers, layoff, induction, or teacher evaluation. The study reported in this article addresses this shortcoming in scholarship on teacher associations, providing evidence that CBAs can vary across several school districts in the same state and suggesting that these variations can have important consequences for beginning teachers. Additionally, even when CBA provisions are similar across districts, they often have differentiated impacts on teacher work conditions based on local district and school contexts, such as district size and financial conditions.
The results of our analysis indicate that the timing of hiring decisions was affected by district finances, fluctuations in student enrollment, and through CBA provisions concerning voluntary transfers. In this study, the three medium-sized districts – Kaline, Wagner, and Whitaker – were more likely to complete the process of hiring for open teaching positions earlier in the summer because they had relatively more stable student enrollments compared to the larger districts. This increased the likelihood that these districts would be able to hire qualified candidates who were a strong fit with available positions. In contrast, two of the larger districts in the study, Daus and Greenberg, were often unsure of their budgets and enrollments until August or later, and this limited their ability to hire qualified candidates and match them with appropriate teaching assignments (Boyd et al., 2002; Liu & Johnson, 2006). These differences in the timing of hiring, in turn, had the potential to affect beginning teachers’ working conditions across these districts.

The study also found that CBAs seemed to affect new teachers’ work conditions through voluntary transfer policies that delayed the hiring of novices until open vacancies were filled from within the district. In some ways, this result builds on previous research (Hoxby, 1996; Ballou, 2000; Moe, 2005). But we argue that provisions concerning voluntary transfers impacted the timing and quality of hiring decisions differently based on district size, the stability of student enrollment, and the number of open positions. The three larger districts – Daus, Greenberg, and Underwood – had more schools than the other districts and were subject to greater numbers of transfers by tenured teachers. In Greenberg, for example, there was a high turnover rate among teachers. Such circumstances led to large numbers of open vacancies that were often filled by internal candidates. In such cases, these candidates vied with each other to fill more attractive positions, which started a cycle of transfers as many teachers moved to new positions. This
made it harder for the district to determine which positions needed to be filled by outside hires, pushing those decisions into the summer and, in some cases, into the start of the school year. This increased the chances that the quality of the labor pool would be reduced and that the hiring process would be information poor, thus leading to unfavorable matches between teachers and schools and classrooms (Liu & Johnson, 2006; Strauss et al., 2000).

Voluntary transfer policies also seemed to leave the most “difficult to teach” classes to new hires, because the most attractive open vacancies were typically filled by internal candidates. This was also seen in Greenberg, where the TA president indicated that some schools in the district were staffed mostly by novice teachers because many veterans had transferred to other schools or left the district because they did not like their school-level administrators. Kardos et al. (2001) found that beginning teachers in schools staffed by a majority of novices may have lower access to support and resources due to the lack of available expertise. Over time, the lack of support may decrease levels of teacher commitment, and eventually perpetuate the revolving door of teachers within these schools. The Greenberg CBA, though, indicated that the district had the authority to involuntarily transfer teachers in order to avoid those types of situations, but they did not choose to exercise this authority in all cases.

A second key finding from the study pertained to involuntary transfers and layoffs. Collective bargaining provisions concerning the role that seniority plays in making staffing decisions have the potential to influence novice teachers’ working conditions. Besides certification and qualifications, seniority was largely the determining factor in deciding the order of involuntary transfers, layoffs, and recalls in five of the six districts. As stated by the Underwood TA president, “Seniority is a basic concept of unionism. If you don’t have seniority protection you’re in trouble.” Seniority provisions, though, decreased job security for new
teachers by design, especially for those who taught in districts with declining or stagnant enrollments. This had the potential to decrease novice teacher commitment, though in the long run some novices may have seen the seniority system as a future benefit. It also should be noted that across all six districts, certification status played a large role in determining who was laid off due to the need to meet NCLB requirements, which seemed to leave teachers with certain certifications more vulnerable to involuntary transfers and layoffs.

But two CBAs in this study represented exceptions to the traditional focus on seniority in determining involuntary transfers. The Greenberg agreement listed several criteria to be used in making decisions about such transfers, including the teacher’s ability to meet student needs and their willingness to attain new skills and perform additional duties related to the assignment. In Underwood, the district’s maximum reemployment policy sometimes protected non-tenured teachers’ positions by involuntarily transferring tenured teachers to positions for which they were qualified in order to reduce layoffs. Both of these exceptions had the potential to improve the working conditions for early career teachers by reducing uncertainty regarding job security.

While several researchers have raised concerns about the focal role of seniority provisions in involuntary transfers and layoffs (Hoxby, 1996; Ballou, 2000; Moe, 2005), these contract provisions in Greenberg and Underwood can be seen as addressing such concerns.

Third, the study also found that CBAs could influence new teachers’ working conditions by defining mentor-mentee relationships and impacting the level of support that novices received. Previous research has demonstrated the importance of grade-level and subject-matter matches between beginning teachers and mentors in providing support and encouraging professional growth (Achinstein, Ogawa, and Speiglman, 2004; Grossman & Thompson, 2004; Smith & Ingersoll, 2004; Author, 2007). Additional research has indicated the importance of
collaborative school cultures and schoolwide relational trust for promoting teacher growth (Kardos et. al., 2001; Bryk & Schneider, 2002). Findings from those studies were echoed in the provisions in the six CBAs concerning mentoring and by many of the HR directors and TA presidents interviewed for this study.

Of the three largest districts, the Greenberg CBA contained the most specific language pertaining to mentoring, outlining the confidential nature of the relationship, and suggesting that mentors and mentees should be matched by building and subject matter. While the Daus and Underwood CBAs had less text on mentoring, the policies in these districts mirrored those in Greenberg. With regard to the medium-sized districts, the Kaline, Whitaker, and Wagner CBAs contained similar language to Greenberg’s CBA regarding matches between mentors and mentees, and the Wagner CBA specified that mentor teachers should receive training.

The mentoring programs in all six districts depended on veteran teachers to volunteer to serve as mentors and mentors were compensated in every district except Whitaker. In the five districts that compensated veteran teachers for serving as mentors, there was greater potential to attract veterans to serve in this role which likely increased the size of the potential mentor pool. This, in turn, increased the likelihood that beginning teachers in these districts would be matched with mentors who taught the same content area and/or grade level, and it helped make new teachers’ working conditions in these districts more desirable.

Finally, the study found that the CBAs in the six districts contained similar language concerning teacher evaluation and that all six districts employed goal-oriented evaluation systems. At the same time, the districts varied in terms of the level of specificity of the rubrics that were used in observing teachers and rating their performance. Following state law in Michigan, all six districts required at least two classroom observations of new teachers by their
administrators and non-tenured teachers were required to develop Individual Development Plans (IDPs). Further, three of the districts – Daus, Greenberg, and Whitaker – employed systems that were based on the Danielson Model. In these districts, detailed rubrics were used that described three levels of performance for each of the elements that made up the five professional standards in the Danielson Model. In contrast, the rubrics employed in Underwood, Kaline, and Wagner only distinguished between satisfactory and unsatisfactory, and they contained less specific descriptions of performance with regard to district teaching standards.

The move by these districts to goal-oriented evaluation was likely to enhance beginning teachers’ working conditions in a few key ways. First, such an approach to evaluation can provide novices, mentors, and principals with a common language for discussing the new teachers’ instruction (Porter, Youngs, & Odden, 2001). Second, the results of such evaluations can guide novices’ IDPs and their professional development activities. Third, this approach can make the evaluation process more rigorous and meaningful from administrators’ point-of-view. At the same time, rubrics are unlikely to provide guidance to new teachers, mentors, and principals when they do not clearly discriminate between varying levels of performance and/or when they are not written with sufficient amounts of specificity (Kaboolian & Sutherland, 2005). Undoubtedly, the demands on beginning teachers and those who work with them are increased when districts use highly-developed rubrics (with detailed levels of specificity and distinct demarcations among performance levels). At the same time, such rubrics are key to providing novices, mentors, and administrators with a common language regarding instruction, diagnosing beginning teachers’ needs, and determining ways to support them and promote their professional growth (Author, in press).
Conclusion, Implications for Future Research

Summary. Overall, this study has shown that collective bargaining agreements can vary across districts within a single state. Therefore, it is difficult to make broad claims about the impact of collective bargaining on teachers’ work conditions. We found that collective bargaining provisions that give hiring priority to internal candidates (largely based on seniority) and those returning from leave have the potential to delay the hiring of new teachers and leave more “difficult to teach” classes to new hires. At the same time, we concluded that this was likely a greater concern for districts with larger numbers of teachers, high teacher turnover, declining enrollments, and/or shrinking or stagnant school budgets. We also found that seniority provisions concerning involuntary transfers and layoffs seemed to provide less job security for probationary teachers. Some districts in the study, though, had taken steps to reduce the role of seniority in making these decisions and to transfer tenured teachers to other positions in order to lower the likelihood that probationary teachers would be laid off.

CBAs also impacted novices’ work conditions through provisions concerning induction activities, particularly mentoring. We found that districts that compensated mentors had the potential to increase the available mentor pool, thus making it more likely that novice teachers would be matched with mentors who taught the same grade-level or subject area. Some of the CBAs reviewed in this study also stated that mentors and mentees should be matched by grade level or subject area whenever possible, increasing the likelihood that novices would be paired with someone with knowledge of their curriculum. Additionally, by containing language pertaining to the mentor-mentee relationship, CBAs provided a certain amount of protection for novices from unfair evaluation by mentors. In all six districts in the study, CBAs provided the
guidelines and timelines for novice teacher evaluations in accordance to Michigan law. Further, three of the districts had implemented highly-specified rubrics for use in evaluation, which had the potential to offer greater guidance and support to novice teachers compared to traditional checklist evaluations.

Limitations. While this study produced several notable findings, a few limitations concerning the research design should be noted. Our research methods included reviews of collective bargaining agreements and interviews with district human resources directors and teacher association presidents, but we did not collect data from school-level personnel, such as principals, teachers who were serving as school-level teacher association representatives, or other teachers. We also lacked data from these districts on the actual timing of hiring decisions, the number and timing of voluntary transfers, the order by which teachers with different levels of seniority were recalled after being laid off, and the dynamics of mentor-mentee matches.

There were probably some disparities between the provisions contained in the CBAs and described in the interviews, and how the various policies were implemented and experienced by beginning teachers. For example, there may have been a gap between the provisions concerning mentor-mentee matches and the actual matches that were made in these districts. On one hand, CBAs and district personnel promoted matching novice teachers to mentors who taught a similar grade level or subject matter. At the same time, the fact that mentors in these districts were volunteers (most of whom received small amounts of additional compensation) may have reduced the frequency of subject-area or grade-level matches between mentors and mentees. Finally, the creation and enactment of the policies described here can be influenced by labor-management relations, but we did not include data on the working relationships between the teacher associations and districts in this study.
Implications for Future Research. It will be important for future research to examine actual practices involving teacher hiring, transfers, and layoffs; mentor-mentee matches and interactions; and teacher evaluation to reveal how beginning teachers’ work conditions and induction experiences are shaped by collective bargaining. The influence of collective bargaining on teachers’ work conditions is important to investigate because of its impact on new teacher outcomes such as commitment, retention, and effectiveness. It will also be critical for future research to study the role that labor-management relations in districts and schools play in the development and implementation of human resources policies for teachers. Labor-management relations can affect what is subject to bargaining and whether policies are adhered to once they have been put into place.

Finally, this research could be extended to multiple states to investigate whether and how collective bargaining differs based on variations in state legal and historical contexts. Michigan is a heavily unionized state compared to many others and, therefore, collective bargaining may impact the policies addressed in this study differently in states where collective bargaining is allowed but not required. Comparisons across states with different laws and traditions regarding collective bargaining could provide insights into the degree to which collective bargaining actually shapes human resources decisions concerning teacher hiring, transfers, layoffs, induction, and evaluation.
### Appendix

**Table A. 2007-08 Student Enrollments and Demographic Information for Six Participating Michigan Districts**

<table>
<thead>
<tr>
<th>District</th>
<th>Total Enrollment</th>
<th>% Free/Reduced Lunch</th>
<th>% Non-white</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daus</td>
<td>17,734</td>
<td>58%</td>
<td>18%</td>
</tr>
<tr>
<td>Greenberg</td>
<td>18,748</td>
<td>83%</td>
<td>80%</td>
</tr>
<tr>
<td>Kaline</td>
<td>8,927</td>
<td>44%</td>
<td>50%</td>
</tr>
<tr>
<td>Underwood</td>
<td>29,383</td>
<td>13%</td>
<td>9%</td>
</tr>
<tr>
<td>Whitaker</td>
<td>11,331</td>
<td>28%</td>
<td>17%</td>
</tr>
<tr>
<td>Wagner</td>
<td>7,776</td>
<td>38%</td>
<td>55%</td>
</tr>
</tbody>
</table>

**Table B. Salaries in dollars for the Six Participating Michigan Districts**

<table>
<thead>
<tr>
<th>District</th>
<th>Year 0-1</th>
<th>Year 1-2</th>
<th>Year 2-3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daus</td>
<td>36,206</td>
<td>37,314</td>
<td>39,923</td>
</tr>
<tr>
<td>Greenberg</td>
<td>34,630</td>
<td>35,964</td>
<td>37,294</td>
</tr>
<tr>
<td>Kaline</td>
<td>35,411</td>
<td>36,474</td>
<td>37,891</td>
</tr>
<tr>
<td>Underwood</td>
<td>38,164</td>
<td>40,031</td>
<td>45,554</td>
</tr>
<tr>
<td>Wagner</td>
<td>37,294</td>
<td>38,786</td>
<td>40,278</td>
</tr>
<tr>
<td>Whitaker</td>
<td>37,034</td>
<td>38,753</td>
<td>40,692</td>
</tr>
</tbody>
</table>

* 2006-07 salaries based on the possession of a Bachelor degree only


<table>
<thead>
<tr>
<th>District</th>
<th>Voluntary Transfer Provisions: Similar across districts; possible effects on new teachers seemed to vary based on district size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daus</td>
<td>Notification of new positions to be posted for 5 working days; primary vacancies (e.g., due to resignation, retirement) to be posted for 3 working days</td>
</tr>
<tr>
<td>Greenberg</td>
<td>Open vacancies to be posted internally, and filled within 10 working days after expiration of posting</td>
</tr>
<tr>
<td>Kaline</td>
<td>Open vacancies to be posted for at least 6 working days</td>
</tr>
<tr>
<td>Underwood</td>
<td>Voluntary transfer requests to be made by April 1st; open vacancies to be posted for 5 working days, and each vacancy to be awarded within 15 working days of expiration of posting</td>
</tr>
<tr>
<td>Wagner</td>
<td>Open vacancies to be posted for 5 working days; teachers notified within 3 working days after posting expired of offer of new assignment; teachers had 2 working days to accept or reject new assignment</td>
</tr>
<tr>
<td>Whitaker</td>
<td>Voluntary transfer requests to be made by April 1st; open vacancies posted internally, preference given to current employees</td>
</tr>
</tbody>
</table>

**Criteria for Involuntary Transfers and Layoffs: Variation across districts**

<table>
<thead>
<tr>
<th>District</th>
<th>1) Qualifications; 2) certification; 3) seniority</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Mentoring Provisions and Mentor Compensation: Variation across districts</td>
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<tr>
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<tr>
<td>Greenberg</td>
<td>At principals’ discretion, mentors compensated $400 for mentoring a 1st year teacher, $200 for mentoring a 2nd year teacher, and $100 for mentoring a 3rd year teacher. When possible, mentors and mentees to be matched by program and school. Mentoring relationship to be confidential and not to be used for evaluative purposes. School administrators to provide release time for mentors and mentees to work together.</td>
</tr>
<tr>
<td>Kaline</td>
<td>Mentoring relationship to be confidential and should not be included in evaluation of mentor teacher or mentee</td>
</tr>
<tr>
<td>Underwood</td>
<td>No language pertaining to mentoring contained in CBA</td>
</tr>
<tr>
<td>Wagner</td>
<td>Mentors compensated 2% of BA base salary (about $750) for mentoring a 1st year teacher, and 1% of BA base for mentoring a 2nd or 3rd year teacher. When possible, mentors and mentees to be matched by certification and school. Mentoring relationship to be confidential and not to be used for evaluative purposes. School administrators to provide released time for mentors and mentees to work together. When possible, mentor and mentee to be assigned common preparation time.</td>
</tr>
<tr>
<td>Whitaker</td>
<td>The mentoring relationship to be confidential and should not be a matter included in the evaluation of the mentor teacher or the mentee.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>District</th>
<th>Teacher Evaluation Provisions and District Policies: Variation across districts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daus</td>
<td>Three to four observations of probationary teachers required per year. Conference between principal and teacher recommended before completion of post-observation reports. Evaluation system based on the Danielson Framework.</td>
</tr>
<tr>
<td>Kaline</td>
<td>1st and 2nd year teachers were evaluated twice a year (two observations per evaluation); 3rd and 4th year teachers had at least one evaluation per year. Pre- and post-observation meetings between probationary teacher and principal were required. During pre-observation meeting, teacher and school administrator go over teacher’s Individualized Development Plan.</td>
</tr>
<tr>
<td>Underwood</td>
<td>Probationary teachers to be evaluated at least once a year, including at least two classroom observations.</td>
</tr>
<tr>
<td>Wagner</td>
<td>Probationary teachers to be evaluated at least once a year, including at least two classroom observations. Post-observation meetings between school administrator and probationary teacher were required.</td>
</tr>
</tbody>
</table>
Whitaker

Probationary teachers evaluated once a year, including at least two classroom observations. CBA stated that pre-observation conferences were allowed, and post-observation conferences were required. Evaluation system based on the Danielson Framework.

References


Author (2007).

Author (in press).


Endnotes

i For example, the Toledo Plan was the nation’s first PAR program, and resulted from union-administration collaboration. Under this plan, all newly hired teachers are subject to review by members of an Intern Board of Review, which then determines their status in the district. New “teacher-interns” are assigned a consulting teacher who serves as both their mentor and evaluator for the new teacher’s first year (Murray, 2004).

ii PA112 prohibits bargaining over who is or will be the policyholder of an employee group insurance benefit, the school year starting day, composition of site-based decision making bodies, the decision whether or not to provide or allow interdistrict or intradistrict open enrollment, the decision whether or not to act as an authorizing body to grant a contract to organize and operate a charter school, the decision whether or not to privatize non-instructional support services or to use volunteers, and decisions concerning the use of experimental or pilot programs and staffing of experimental or pilot programs (Boyd, Plank, & Sykes, 2000).

iii As of 2008, Michigan had the highest unemployment rate in the country, and had recently experienced an out-migration of thousands of middle class residents as auto and other manufacturing jobs are eliminated.

iv Pseudonyms are used for each district name

v Although only 18 percent of Daus’ students were non-white, many of those classified as white were immigrants of Middle Eastern descent.

vi The HR director in the Whitaker district was not available to be interviewed.

vii This means that all new hires had to have a bachelor’s degree and a major or minor in the field in which they were teaching, and they had to have passed the Michigan teacher certification test(s) for the grade-level/subject matter which they were hired to teach.

viii Teacher workforce number based on 2006-07 data

ix In 2007-08, in order for students to earn a high school diploma, the Michigan High School Curriculum required high school students to complete four credits of English language arts, four credits of math (including Algebra I, Geometry, and Algebra II, or an integrated sequence of three credits of these classes and an additional credit from such areas as Trigonometry, Statistics, Pre-Calculus, Calculus, Applied Math, Accounting, Business Math, or a retake of Algebra II), one online course or learning experience, one credit in health/physical education, three credits of science, three credits in social science (including U.S. History and Geography, World History and Geography, Economics, and Civics), one credit in the arts, and two credits in a language other than English.

x In 2007-08, Section 1526 of the Michigan School Code stated, “For the first 3 years of his or her employment in classroom teaching, a teacher shall be assigned by the school in which he or she teaches to 1 or more master teachers, or college professors or retired master teachers, who shall act as a mentor or mentors to the teacher. During the 3-year period, the teacher shall also receive intensive professional development induction into teaching . . . including classroom management and instructional delivery. During the 3 year period, the intensive professional development induction into teaching shall consist of at least 15 days of professional development, the experiencing of effective practices in university-linked professional development schools, and regional seminars conducted by master teachers and other mentors.”

xi In Michigan as of 2007-08, teachers did not have to join their local teacher association as terms of employment, but even if they did not join their local association, they still had to pay a fair share of dues because they were still covered under collective bargaining.

xii The Charlotte Danielson model focuses on domains of teaching that include: a) planning and preparation; b) the classroom environment; c) instruction; and d) professional responsibilities (Danielson & McGreel, 2000)

xiii Although seniority ranked behind other criteria in the Greenberg CBA, the Greenberg TA president stated that at least layoff decisions were based largely on seniority when certification and qualification were considered equal.