

COLLECTIVE BARGAINING FOR NEW YORK CITY TEACHERS

Philadelphia Federation of Teachers

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The signing of the collective bargaining contract between the United Federation of Teachers and the Board of Education was one of the most important events in the entire history of education. Its full impact appears in many areas, and especially through the effect on the improvement of teaching.

To begin with, there are the indirect and intangible, but nonetheless significant effects. These come about through the very nature of the collective bargaining relationship and through the creation of conditions of work that enable us to teach effectively and with self-respect. Then too, there are the direct effects of creating teaching/learning conditions that are immediately involved in the improvement of teaching.

Indeed, the very existence of a sound collective bargaining contract is calculated to bring about a management-teacher relationship that is conducive to a wholesome learning situation.

For collective bargaining has been developed by two centuries of labor relations history as the process of economic democracy. It is this method of operation which enables those who do the major work in the schools to have a significant role in determining the conditions therein. In short, the partnership concept has begun to operate in the schools. Inherent therein is the basic and revolutionary change in the philosophy and operation of the school system under collective bargaining.

The partnership concept to which I refer is evidenced in many ways in the New York City contract. Jointly established rules replace arbitrary rule; negotiation replaces unilateral decision.

In addition, the consultative process is provided for on a continuous basis. I quote from the Preamble to our new two-year contract (1963-65):

"The Board of Education and the Union recognize that they have joint responsibility beyond their collective bargaining relationship.

"The Board of Education and the Union wish to declare their mutual intent to work together toward the achievement of common aims of educational excellence.

"Toward this end, they have agreed that the Superintendent of Schools or his representative will meet and consult once a month during the school year with representatives of the Union on matters of educational policy and development.

"It is hoped that this joint effort will contribute in significant measure to the advancement of public education in the City of New York."

As an inevitable concomitant of the partnership concept and also of the striving toward better schools, there ensues a higher degree of professionalism that pervades the entire system. By very definition, professionalism connotes, among other things, a voice in determining the terms of work. Moreover, the particular areas under joint responsibility are areas in which the professional spirit flourishes.

For example,

The contract establishes an orderly procedure for job assignments within the school, thus minimizing the dependence of the teacher upon the arbitrary good will of the principal. The elimination of non-teaching chores through the use of school aides by its very nature strengthens the role of the teacher qua teacher and professional. The expansion of unassigned periods frees the teacher from part of the excessive routinization of his life, allowing at least a modicum of time for free exercise of the professional spirit. Then again, guarantee of a duty-free lunch period eliminates a shameful practice, which for many years had denigrated the elementary school teacher as a person and as a professional.

Collective bargaining also stands to improve professionalism in another sense, namely, in the sense of the professional standards that guide the teacher as well as the school system as a whole.

First, the teacher, by becoming personally involved in the day-to-day decisions affecting his work, naturally tends to become more and more interested in every aspect of his teaching activity, including the so-called purely professional. The union sees its own role as evolving into an ever-widening area of interest. In its effort to better the lot of teachers, it necessarily gets more and more involved with matters of class size, auxiliary services, textbooks, and all the rest of the paraphernalia of the teaching-learning situation.

Along with the enhanced professionalism has come an emancipation of the teacher that has made him a new personality. As a direct concomitant of collective bargaining -- as the UFT has worked it -- there has been a widespread participation by the staff, both in basic decision-making and in implementation of the agreement. This has been true both on a city-wide level and within each school. Our negotiating demands were drawn up after a massive solicitation of suggestions through our hundreds of school chapters and many thousands of members. And the contract is being enforced through the active and alert participation right down to the grass roots. In short, democracy in education has come out of the textbooks and into the schools.

Democracy thrives best in an atmosphere of security. He who feels secure can more readily afford the luxury of the assertion of his democratic rights. Now, security is at the very heart of the collective bargaining relationship. What, then, are these security items which, as the foundations of collective bargaining, are established in our contract?

First, there is union security. "Without union security," the authorities tell us, "there can be no effective, independent employee representation." Explicit recognition of the union gives it the status that it needs for representation of its members. Further than this, granting the union exclusive bargaining rights removes the necessity for constant competition with other organizations for the favor of the employees, and stabilizes conditions for the duration of the contract. And granting the union exclusive right, as

an organization, to handle grievances has a dual effect. (a) It likewise removes this area from competition during the life of the contract and (b) it makes sure that the responsibility for checking on the proper enforcement of the contract is in the hands of the organization which was involved in drawing it up in the first place and therefore has the greatest stake in its proper implementation.

Then there is the enhanced individual security. The individual, as a union member, is protected by the provision guaranteeing non-discrimination because of membership in the union. Seniority rights for full-time substitutes provide additional assurance that there will be no discrimination against the category of employees who do not have legal tenure. The grievance machinery, including particularly the set-up of impartial arbitration, is a significant security device. And the recognition of the role of the building representative in the life of the school protects him individually in his otherwise precarious activities, at the same time that it establishes a buffer between the rank and file teacher and his supervisors.

Now it is also true that every collective bargaining agreement, if it is worth anything, impinges, in varying degrees, upon managerial prerogatives. For example, the teachers' right to an objective system of duty assignment limits the right of the principal to make assignments as he pleases; the union's right to represent all teachers in grievance appeals curtails the supervisors' role in decision making. An expansion of rights on the one hand necessarily entails a diminution of rights on the other. It is the total impact on over-all democracy and morale that must constantly be kept in mind.

Small wonder, then, that a new atmosphere of self-assurance, self-respect, dignity, courage and dynamism pervades the classrooms of New York City. Teachers are no longer timid, fearful, and passive in their school relationships. For they know that they have a strong and effective union behind them. It should be added that, by the same token, teachers sense and assume a new feeling of responsibility, commensurate with their new role.

It follows from all of the foregoing that the collective bargaining relationship brings about better workmanship or craftsmanship on the part of the teacher. That this cannot help but improve teaching is obvious, though intangible and indirect.

I come now to a category of items that are much more directly related to the improvement of teaching than those heretofore discussed. I refer now to contract provisions which in and of themselves have an immediate and direct bearing upon the teaching/learning process.

Let me take them in the order in which they appear in our contract. Setting the background for this phase of our discussion, I begin, again, with a paragraph from the Preamble:

"The Board of Education and the United Federation of Teachers wish to declare their mutual intent to work together toward the achievement of common aims of educational excellence."

"Areas of such mutual concern" that are specifically mentioned include "the recruitment of well qualified teachers, the improvement of difficult schools, the reduction of class size, and the development of a more effective curriculum."

Relief is provided from the following non-teaching chores: in the high school and junior high school division - cafeteria, patrol, bus and study hall service; in the elementary school division - "yard duty; lunchroom, bus, hall, staircase, and all other patrol duties; clerical work on a school-wide basis related to the handling, distribution, and inventorying of books, supplies, and equipment; duplicating of teaching materials; collection of money for purposes such as milk and lunch and for school banking." For these purposes, school aides are provided for in the Board of Education budget. Clearly, relief from these non-professional chores frees teacher time for his teaching duties.

Every elementary school teacher is guaranteed a duty-free lunch period of 50 minutes. Can it be questioned that a teacher is likely to do a better job of teaching when he has been allowed a lunch period free from work with children or any other working obligations?

Again, elementary school teachers are elevated to the working status of junior and senior high school teachers by the provision of preparation periods (although they still have a long way to go in the number of such periods) in order to be on an equivalent basis with the other divisions.

By far the greatest determinant of professional working conditions for a teacher is the size of the classes he is expected to teach. In this, the first year of our two-year contract, classes in elementary and junior high schools may not exceed 35 pupils except in certain specified emergencies. Next year the limit has been set at 34 pupils. If a teacher is assigned to a class larger than the limit, he has a grievance, and this can be taken up the steps of the grievance procedure, and even to outside, impartial and binding arbitration. The limit in high schools this year is higher, because of the special programming problems involved. It is set at 39 pupils, but next year the limit will be 37 -- so we are approaching our goal limit on class size twice as fast in the high schools as in the elementaries and junior highs. When this two-year contract is over, we will be back again, seeking to establish limits of 30 pupils in regular classes and 25 and 15 in classes which require more individual attention.

Improvements are made in the sabbatical leave provisions, including (a) an increase in sabbatical leave compensation to 50% of salary, and (b) the innovation of such leaves for rest as well as the usual categories of travel, study, and restoration of health.

Program guidelines are established which minimize the likelihood of overwork on the part of the teacher. For example, in the high school division, wherever administratively possible:

"(a) There should be no more than three consecutive teaching assignments and no more than four consecutive working assignments (including building assignments).

"(b) The number of different rooms in which assignments occur should be held to the absolute minimum administratively possible.

"(c) The number of preparations should be kept at the minimum consistent with the nature of the subject, the size of the department, the special offerings of the department, and special requests of teachers. Honor classes and modified classes should be considered as separate preparations. . . ."

Similar provisions are made for the junior high schools.

(IP) Rotation of assignments is a cardinal principle of the agreement. In the elementary schools, ^{for example,} "In order to make certain that teachers are not frozen into positions which are relatively easy or difficult, the following procedures should be adopted in making class assignments (other than special assignments, such as Reading Improvement Teacher, and teacher of Intellectually Gifted Children) on a particular grade level:

"On each grade level, classes should be divided into two categories, 'difficult' and 'less difficult'. In general, a teacher who has been assigned to a class in the one category for a period of one year should be

assigned to the other category for the next year."

In like manner, in the high schools, in order to prevent freezing into positions, and in order to provide for variety and enrichment of teaching experiences, a system of rotation is provided as follows: "In the matters of sessions, teaching, building assignments, special, honor, modified classes, and home rooms, the policy of rotation of qualified persons should be followed insofar as possible except for unusual circumstances." Then, specific procedures are set up for objectively guiding the rotation process.

Finally, in lieu of the administrative assignments (non-teaching chores) which have been turned over to school aides, the following "appropriate activities" are provided in the high schools:

"(a) Duties and professional projects which are related to the instructional program of the teacher and his department, such as, but not limited to: curriculum development and adaptations; review and selection of instructional materials; long range and unit planning; preparation for departmental and other conferences; construction of departmental and teacher tests; correction of written work of pupils; parental conferences; pupil interviews.

"(b) The planning of guidance and guidance materials for official or subject class pupils when in the judgment of the teacher such conferences are deemed desirable . . ."

Is it any wonder, then, that I began by stating that the signing of our collective bargaining contract was one of the most important events in the entire history of education? Nor do I exaggerate when I state that in collective bargaining the teachers have an opportunity of immense dimensions.

About two years ago Dr. Mark Schinnerer was brought in to New York City from Cleveland to make a survey of our school system. He came up with a report in which he stated that education in New York City is dying, and that something drastic will have to be done about it, and it will have to be done soon.

Yes, indeed, education in New York City, and for that matter, in the United States generally, is a "sick industry". That this is so, is to be gathered from the writings of most everyone who has written on the subject, whether it be James Conant, Martin Mayer, Hyman Rickover, Mark Schinnerer, or the Rockefeller Brothers Fund.

We in the United Federation of Teachers believe that we must be a major instrument in the drastic action that has been called for. Hence our militancy.

What needs to be done? And what are we doing about it? We have to think in revolutionary terms; drastic action is required to revive a dying educational system. In money terms it means that a real breakthrough is needed.

This dispute was not by any means merely a matter of semantics. The point is that when an item is included in the contract, in the Board's usage of the term, there is stricter enforcement. In particular, a violation of a contract item, unlike a so-called policy item, may be appealed up to the level of an outside arbitrator, while a violation of a "policy" item may be appealed only to the level of the Superintendent of Schools.

As may be expected from this hair-splitting differentiation, there are frequent disputes over whether a given item is one of working conditions or of policy. An example of what this sometimes leads to is a rather queer resolution that was previously made by the Board in regard to class size. Ordinarily, they said, class size is a matter of educational policy, but when the size of the class becomes excessively large and "onerous" it becomes one of working conditions.

In our own minds, the United Federation of Teachers does not accept the Board's terminology. We consider the policy items as contractual. The resulting differentiation in regard to enforceability in connection with the grievance machinery represents a compromise which we have tentatively accepted. The fact, if not the principle, has been that "policy" matters have been discussed/negotiated in the same manner as contract items in the narrower sense.

It is important to note that our new contract does accept our point of view to a greater degree than heretofore. In particular, class size was finally negotiated as part of the contract per se.

In this year's negotiations the United Federation of Teachers submitted about 170 demands. The major ones were as follows:

1. Smaller classes.
2. Total improvement in the difficult schools (for which we submitted a comprehensive program).
3. Additional remedial and other services in all schools.
4. Additional teacher time for lesson preparation.
5. Adequate salaries to break through the teacher shortage.
6. Expansion of teachers' rights, especially in an improved grievance set-up.

From here on out the tug of war of negotiations got under way. Every one of these major demands was, until the last moment, either rejected on the merits or ruled out by the Board of Education as not negotiable as elements in the contract.

A word of explanation in regard to this last phrase "not negotiable as elements in the contract": The Board took the position that they negotiate only on a narrow band of items in the spectrum of teacher interest, namely, items which they consider as working conditions and therefore the proper subjects for a contract, e.g., salaries, sabbaticals, pensions, and sick leave. Matters involving "educational policy" or involving administrative discretion may be discussed (as distinguished from negotiated) and may be included in the contract as a policy statement or in official circulars, e.g., assignment of teachers, rotation of teachers, programming of teachers, and provisions for improving the difficult schools. The United Federation of Teachers insisted, on the other hand, that anything that relates to working conditions in the broad sense is negotiable.

It is our feeling, moreover, that many of our demands, even non-monetary ones, were at first arbitrarily rejected, without good reason. This was especially true in regard to our demand for improvements in the grievance machinery. In particular, I refer to our demand that the union be permitted to initiate a grievance charge involving violation of the contract, and that this be not only the privilege of the aggrieved: This is standard practice, and necessarily so, in union contracts. Incidentally, on this point, too, we finally did win our demand.

I have discussed the benefits accruing from our collective bargaining experience. In addition, there are lessons to be learned which give this experience an enriched meaning. First, collective bargaining has to be fought for and re-won over and over again. Progress or even stabilization cannot be taken for granted. In our first contract we made great gains. When I reported to the AFT convention last August on the status of negotiations on our second contract, some of you may recall, I had to state that negotiations were going very badly. But we continued to fight hard, including a threatened strike, and within a month we came up with our remarkable second contract -- one that strengthens and revitalizes our collective bargaining system.

Once again we have proven that militancy pays off. And by militancy I do not necessarily mean the strike, though I do

explicitly include it in the arsenal that needs sometimes to be used. The militant union must be engaged in constant activity involving the membership. It may be through mass petitions, rallies, demonstrations, picketing, or vigils. In some way or other the membership must be involved in fighting for their rights; nothing will be brought to them on a silver platter.

I proceed now to indicate several significant implications of our bargaining experience to the labor movement as a whole, as well as to us as teachers. This history of the last three or four years is proof positive that the future of teachers lies within the labor movement. Decades of past failure to make a significant dent in organizing had raised some doubts as to the possibility of large-scale affiliation of teachers with a labor union. Teachers were generally considered too conservative, too "professional-minded" to go for membership in a union. But step by step the UFT shattered this illusion. To begin with, we won a 3 to 1 vote of the entire teaching staff in favor of some form of collective bargaining. Immediately thereafter we won the follow-up referendum, when the teachers voted 2 to 1 in favor of the UFT as their collective bargaining agent. Then came two strikes with mass support among members and non-members alike. Having thus made their commitments by action, non-members soon flocked into the UFT in huge numbers. Here was clear evidence that, given a sound program and militant action, teachers are ready to affiliate with a union.

This leads directly to my next point, namely, that there is a great potential for a mass alignment into a national trade union movement. If it can happen in New York, it can happen in Plainview, in Boston, in Detroit, in San Francisco, and elsewhere. But in every case the collective bargaining goal must be clear and unequivocal, and the means toward that goal must be militant action.

Finally, the New York City breakthrough proves that white collar and professional workers in general are organizable. No wonder that union leaders throughout the land have hailed the New York City teachers' experience as the breakthrough for the entire white collar union movement. This is the field where the future of the American labor movement lies. The UFT has opened the door to this great future.

It is a future in which you can share.

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