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THE STORY OF THE UFT COLLECTIVE BARGAINING NEGOTIATIONS

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(ADDRESS BY CHARLES COGEN)

United Federation of Teachers

I want to begin by thanking all of you for the heartening support that you, through the AFT and its locals, gave us in our collective bargaining campaign. Without this support, and the tremendous assistance given by organized labor, I cannot see how we could have come through with our great victory. The specifics of this assistance are indicated in a brochure which we have prepared for distribution here.

I. BACKGROUND

Before delving into the story of the New York City negotiations, I want to remind you briefly of some background information. You will recall that, in order to achieve collective bargaining status, the UFT had to go through a struggle of serious proportions. After a dramatic campaign, we won our collective bargaining election hands down, in the face of an NEA-sponsored opposition which highlighted an anti-labor bias.

I may add at this point that our cb victory vindicated our belief that teachers are ready to go along with affiliation with the labor movement. We in the UFT are convinced that only through action within the AFL-CIO can the teachers of the United States attain their proper status as workers in our society -- professional workers, if you prefer.

II. HISTORY OF NEGOTIATIONS

In the relatively brief time available, I will attempt to present only the highlights of the factual story of the negotiations, and then go on to discuss problems that require further thinking.

It must be recalled that the New York City school system, like all others in varying degrees, has suffered from a backlog of many years' grievances touching every aspect of the teaching situation--not only salaries (which readily comes to mind), but also working conditions and the other professional aspects of the job.

Our first order of business, even before we were elected cb agent--in fact, as part of our propaganda campaign for election as the bargaining agent--was to draw up a list of our negotiating demands. We had our staff categorize all of the major items for which we had been fighting in recent years, together with new ones which we considered necessary. We circularized this list in the schools, and asked for suggestions for changes or additions. After this process was completed, we came up with a revised list comprising about 80 demands under the following headings: Salary Schedule Improvements; Pensions and Retirement; Teaching Programs; Teaching Load, School Day; Grievance Procedure and Civil Rights in the Schools; Leave and Absence Regulations, Fringe Benefits; Examination Procedures; Salary Credit; Tenure and Seniority; Enforcement of Collective Bargaining Agreement.

Our cb election took place in December of 1961. Within a few days after we were certified as the cb agent, negotiations began.

The job of the negotiators was quite different from previous situations in hearings or conferences with Board officials. As soon as our demands were presented to the Board, it became obvious that we would be involved in a long drawn out and complex series of sessions.

Since real business was intended, every item of our demands was gone over

After a brief initial session with the Board of Education, negotiations on behalf of the Board were turned over to the Superintendent of Schools and his staff. It was soon found convenient and necessary to break down the negotiations into subcommittees specializing in specific types of problems, such as divisional (elementary, junior high school, senior high school) and along specialized lines, such as grievance machinery and pensions. When an impasse was reached at the Superintendent's level, discussions took place directly with the Board of Education.

As one indication of the difference between cb negotiations and traditional conferences in school systems, I mention the number of negotiating sessions that were held. All told, between December 1961 and June 1962, there must have been at least 100 sessions in full committee and subcommittees. Meetings were held at all hours--during the school day, afternoons, evenings, and, in critical periods, weekends and round the clock.

As a symbol of the equal status of the parties to the negotiations, some of the meetings were held at UFT headquarters, while most of them, for convenience, were held at Board of Education headquarters or at other places.

It should be clear from all of this narrative that our negotiations were on a real give-and-take basis. Every item in the budget, and numerous non-budgetary items, were hammered out in a bargaining process. Decisions were bilateral.

By the middle of March of 1962, the Board of Education and the UFT had reached agreement on 34 items of working conditions which were embodied in a signed Memorandum of Understanding. Salaries were still under discussion, as were a number of working conditions items and a grievance machinery that required further consideration. Some of the items dealing with pensions required state legislation; on these the Board of Education agreed to work together with the UFT for the necessary legislative grants of power.

Unfortunately, salary problems soon created an insoluble impasse. We had been negotiating back and forth with the Superintendent since January. During all this time, we had indicated that we were interested in real money commitments and not mere promises by the Board to seek city funds. After a while, the Superintendent suggested an unofficial offer of \$33.8 million for salary increases. But when negotiations with the Board itself came to a meaningful stage, on the basis of money apparently available, their offer was down to \$24 million--a sum much too low to meet our basic program.

At about this time, the UFT negotiators developed a plan for adding \$13 million to the education budget. This involved an interpretation of the new state aid-to-education law which would make this money available without any sacrifice on the part of the city. However, political jockeying between state and city officials made the availability of this money a matter of controversy. This was one of numerous factors that created a feeling of bitterness and resentment among the teaching staff.

The UFT decided that we could not allow ourselves to be at the losing end because of the governmental runaround that had developed. Strike action had been authorized, in anticipation, at a membership meeting on March 27th. During the final hours before the scheduled date of the strike (originally planned for April 10th) a proposal was developed in our negotiations which involved deferment of the strike pending a study of the problem of the "lost" \$13 million by a committee to be appointed by the Mayor. This proposal for deferment, accepted by the UFT negotiating Committee and the Executive Board, was rejected by the Delegate Assembly and by a membership meeting. The feeling was that, on the basis of past experience with committee studies, at this late date, on the very eve of the city budget deadline, it would be a dilatory gesture that could cripple the effectiveness of any

Our decision was further motivated by recognition of the progress that we had already made in negotiations and by the prospect of further successes if we called off the strike. We voted to obey the injunction.

Our calculation proved correct. The resolution of the dispute over the "lost" \$13 million came with dramatic suddenness 15 hours later when Governor Rockefeller summoned Mayor Wagner and representatives of the union and the Board of Education to meet with him. The outcome was an agreement between the Governor and the Mayor that the disputed \$13 million of state aid was available for the education budget as we had insisted.

Naturally there had been strong differences of opinion in various circles as to the soundness of strike action. The NEA has compiled and circulated a completely one-sided document of anti-strike sentiment throughout the nation. On the other hand, we have in our files a rather impressive documentation favorable to our side. It is most significant, in any event, that there was widespread recognition, even among the opponents of the strike, of its dramatic impact, and, indeed, its apparent inevitability.

Paul Woodring, for example, writing in the Saturday Review of May 19th, while criticizing the strike action, stated as follows:

"But the strike was only a symptom. --- The decision to strike revealed bad teacher morale of long standing, resulting from deep-seated maladies in the school system and in the body politic. On the surface the issue was the demand for more money, but, in a deeper sense, the strike was a protest against ineffective administration, public apathy, a bumbling city government which places education low on its list of priorities, and a disgraceful political squabble between City Hall and Albany."

In the words of our Executive Board ending the strike, "It demonstrated beyond any doubt the willingness of teachers to make known to the public how New York's educational system cheats its children of their just heritage."

When negotiations were resumed after the strike, we were in a new situation. On the one hand, \$13 million of "found" money had been added to the bargaining pot. On the other hand, to be perfectly frank, there was a post-strike tension in the negotiations and a discernible "touchiness" on the part of the Board of Education. After much jockeying, the \$13 million was divided up between the priorities of the UFT and those of the Board of Education, with the UFT getting about \$7.5 million in additional funds for its demands.

III. CURRENT STATUS OF NEGOTIATIONS

As of the present moment, this is where we stand in negotiations:

The salary increases obtained during our negotiations are the largest ever obtained by teachers in the history of New York City. Salary increases averaged about \$750, and more than half of the teachers in the system received increases of \$995.

The base schedule, for holders of a Bachelor's degree, rose from \$4800 - \$8650 to \$5300 - \$9170. In addition, and very importantly, a long-standing dispute

This will be available immediately to considerably more than half of the teaching staff, without merit rating or other gimmicks. All other teachers may attain this schedule on the basis of courses taken, and not on any subjective basis.

In the area of non-salary budgetary matters, UFT negotiations produced new rights for teachers. For the first time, teachers in New York City are guaranteed a full duty-free lunch period. Teaching programs were reduced in the elementary and junior high divisions. Teachers in all divisions will be relieved of many onerous non-teaching chores beginning in February, 1963, through the employment of school aides. For the first time, elementary school teachers will have preparation periods. Class size in elementary schools will be reduced. In addition to the previous Sabbatical leave program, we will have full-pay sabbatical for one term on a limited basis. Sick leave provisions were liberalized. The Board of Education will reimburse teachers for service-incurred injuries. All of these things cost money, and all were negotiated by us with the Board of Education.

Since the budgetary items were agreed upon, negotiations have continued on non-money items. Additional agreements have been made in subcommittees, which have not yet been formally approved by the Board, but which will be a part of our final agreement. Some of these items are: a grievance procedure, with exclusive organizational representation by the UFT, strict time limits for appeals, and final impartial arbitration; an objective system of assigning teachers to teaching and non-teaching programs; and seniority in the schools for substitute teachers with 2 years of service in the school.

This is by no means the whole picture -- but it will give you some idea of the great variety of subjects which we have been able to negotiate. We believe that this sets a precedent of considerable significance to teachers and to education generally.

I cannot conclude this factual phase of my narrative without paying an ardent tribute to the two staff representatives of the Industrial Union Department of the AFL-CIO, Harold Ash and Lucille Swaim, who have worked with us in our negotiations, beyond the call of assigned duty.

IV. PROBLEMS

The history of our negotiations points up a number of special problems that are peculiar to cb negotiations in our framework of operation.

First, in regard to the setting up of the cb machinery: The lateness of the cb election, coming so close to the preparation of the Board's budget, put a premium upon speed and made it well-nigh impossible to work out the ground rules before negotiations got under way. Much of our difficulty in negotiating might have been avoided if there had been a clearer prior understanding of procedures.

A touchy question arises, for example, as to what to do with non-teacher groups (e.g., supervisors and school secretaries) who had been excluded from our election: do we negotiate in regard to their salaries, at least in regard to the relationship of their salaries to those of the teachers?

There were problems that arose out of the situation of the UFT itself. Practically all of our negotiators were teachers, nearly all of them in full-time

policy-making bodies of the organization. There is the dilemma arising out of the need for secrecy during negotiations, while at the same time maintaining adequate communication with the membership. These problems were complicated by our rapid growth and by the inevitable internal pressures in a dynamic and democratic organization. And then there is the inevitable series of consequences that flow from inexperience in the terribly difficult process of negotiation. I refer to these consequences merely in question form, to indicate the problems involved: How much should the union demand from the Board of Education, with a view toward, on the one hand, obtaining the most that it can, and on the other hand, avoiding raising the members' hopes too high, with consequent feelings of disappointment? In like manner, how does the union maintain the necessary flexibility in its negotiating posture, without unduly divulging its hand in discussions within the organization? All of this points up the need for continuous education of the membership in regard to the functioning of the cb process.

Some serious problems arose out of the nature of the Board's negotiating team. The Superintendent, as chief negotiator, came in with handicaps to the efficacy of negotiations. He was inexperienced in the art, and could be expected to make some serious blunders. He had to devote a large amount of time to these negotiations, at the same time that he was involved in the regular business of running the schools. He was naturally involved personally in many of the issues at stake, and could hardly be expected to pass disinterested judgment on proposed salaries of administrators with whom he has a close alliance or on policy matters on which he had already committed himself in the past. --- As far as the Board of Education is concerned, their entire job is a volunteer unpaid activity; hence the inordinate amount of time that they had to devote to negotiations, and which took them away from their regular outside business enterprises, not to mention other Board business, certainly must have had a "souring" effect on their attitude toward the entire negotiating situation. Then, too, the Board, being a politically appointed body, must needs be sensitive to the politics of the city administration, thus minimizing to an intangible degree their ability to fight too openly, on the side of the teachers, for the needs of the schools. Some of these problems may be solved, at least to a degree, by the Board's expected hiring of a personnel director to take charge of negotiations.

Now we come to a whole series of difficult problems arising out of the governmental and professional status of the teaching staff. All of them are still among the uninvolved problems, awaiting further thinking and clarification.

First, the question arose right at the start: What items are subject to negotiation? The position of the UFT has been that we bargain on every aspect of the teachers' job, without any exceptions in regard to so-called professional matters or matters subject to supervisory control. The Board, on the other hand, seems to take the position - though it is not yet entirely clear-cut - that such matters as standards for entry into the profession, class size, and the nature of the guidance facilities provided for children are not properly the subject of negotiation, though they welcome consultation. This is an area which will require much new thinking, and pragmatic solutions will, no doubt, be the order of the day. It is in many respects the age-old problem in labor-management relations, of the workers' continuous impingement on managerial prerogatives.

Second, whom do we bargain with? Directly it is with the Board of Education (or its agent, the Superintendent). But the Board of Education must get its funds

Third, therefore, what do we bargain for? The UFT insisted on bargaining for budget appropriations, that is, real money, and not merely for promises to seek appropriations.

Fourth, in the absence of a statutory procedure, what agency is to decide on disputed policy questions in regard to the general operation of collective bargaining.

On March 8, 1962, the Board of Education issued a proposed statement of "Policies and Practices with respect to representation of pedagogical and civil service employees for purposes of collective bargaining with Board of Education". The UFT has found this document quite unsatisfactory, in several respects, with special reference to the Board's proposed assumption of jurisdiction to determine unilaterally such matters as disputed questions of representation, elections, and certification. The UFT, in its memorandum of March 19th objecting to these proposals, insists that the Board is in the position of management, and demands that these issues be decided by an impartial labor relations agency such as the City Labor Department.

By the way - and this is a major stumbling block in bargaining philosophy - the Board of Education insists that it is not management but rather the representative of the public. If that is so, we shall have to find out who management really is.

And finally, I want to touch upon the ticklish question: Can we have effective collective bargaining in school systems without resort to strikes? This is a subject for another and lengthy talk in itself. Suffice it to say, for my present purpose, the answer depends upon the good will and sensible actions on both sides of the bargaining table, and not on us alone. As the New York Times stated editorially (March 7, 1962):

"Collective bargaining has no meaning unless funds are provided by the city to give a just answer to demands". In any event, the UFT believes that the principle of the right to strike must always be reserved. Indeed, it is not to be conceived as a routine technique, but rather as an ultimate weapon, for the enforcement of really crucial demands, as a last resort. In any event, we are hopeful that, having gone through the birth pangs of a completely novel and difficult experience in collective bargaining, we will be able, bilaterally, to arrive at peaceful solutions of problems that will come up in future negotiations.

V. ROLE OF CIVIC AND PARENT GROUPS WHEN TEACHERS ENGAGE IN COLLECTIVE BARGAINING.

The coming of age of the teaching profession, through collective bargaining, forces us to meet, head-on, the critical problem of the respective roles of teachers and civic and parent groups in the system of public education. Involved, again, is the basic dispute over the nature of the bargaining situation in a public school setting.

Should the teachers' bargaining agent be permitted to bargain on all matters involving the schools? And what does bargaining mean, in the context of an educational system? On the other side, should lay groups have a voice in determining any or all of the conditions that affect the education of their children?

Here, too, I might add that the problem is an old one, but heretofore it has been sidestepped or given makeshift solutions. In the past it was possible to do so because teachers were not asserting themselves as professionals and as organized workers. The jurisdiction staked out by teachers was a narrow one. At the same time, while individual griping by teachers against alleged undue interference in the schools by lay groups was widespread, it was anarchic, without any basic frame of reference as to jurisdiction.

But we have now reached the point where we must come to grips with this apparent conflict of interest. This need is highlighted by the recent experience of the UFT in collective bargaining and the lay groups' reactions thereto. In an effort to protect what they apparently conceive as their vested interests, some leaders of important civic and parent organizations in New York City are insisting on narrowing the scope of the teachers' bargaining process, and indeed, on making it a purely consultative process, leaving decisions in the hands of the Board of Education. On the other hand, we teachers insist, first, that, as the experts in the field, and because our working conditions are so directly affected by every decision, there can be no narrow delimitation to our right of collective bargaining. It must be as broad as the area of our professional expertise and related to our conditions of work, and there is no clear dividing line between professional matters and working conditions. And second, we have not won cb rights in order to leave them in the realm of consultation; cb is what it has always meant: a bilateral process in which workers and management participate as equals.

It must be remembered that the essential merit of collective bargaining is that it involves teachers in such a way as to assure the acceptability of policies and practices which are finally adopted. In most cases it is this acceptance on the part of teachers, rather than the inherent rightness or wrongness of any particular policy, which makes the difference between educational success and failure.

It is inconceivable that laymen will insist on keeping the educational process out of the control of educators, any more than they would think of depriving doctors, lawyers, and theologians of the ultimate control of their respective professions. Admittedly, there will be problems in defining areas of policy consultation of teachers, for example, in curriculum making, as distinguished from bargaining, but to a large extent these will be formalistic distinctions, and it will all have to be done within the over-all framework of collective bargaining.

The problem was aptly posed in a recent address at Columbia University's Teachers College by Dr. Fred McLaughlin, Director of the Public Education Association, an influential and highly respected organization of laymen interested in the welfare of our schools. Dr. McLaughlin, I hasten to add, speaks as a friend of the teachers and more specifically, a friend of the UFT. He starts with the proposition that "bargaining between teacher representatives and boards of education is a different matter from bargaining between union representatives and industrial management".

It is right here, at the basic beginning, that even our friends go wrong. It is, of course, true that there are differences in the two situations indicated; but the similarities are by far predominant. I quote from Professor Sterling Spero of New York University. In an article in Public Administration Review (Winter 1962) he states: "Labor management relations in the public service are moving toward the patterns prevailing in private employment".

Lay groups will have to recognize and accept the realities of the new world of collective bargaining by teachers in the educational system. By definition, bargaining means co-determination, together with Boards of Education, and not unilateral decisions. It will be a great disservice to our children, let alone their teachers, if lay citizens are to fight a rearguard battle against this new progressive force in education.

Perhaps a preliminary step is for interested citizens to study the specific terms of the collective bargaining agreement thus far established in New York City. This should convince them of the soundness of the collective bargaining approach to the problems of our schools. Certainly the members of our Board of Education recognize that our negotiations have shed light on neglected problems and have brought about many sound solutions - results that had not been realized, in the main, through past efforts by either lay or teacher groups. These have involved such varied items as textbooks needs, special guidance programs for underprivileged children, and the excessive proliferation of administrators in the school system. I submit that collective bargaining by teachers has brought decided advantages to the school system as a whole.


The approach that I am suggesting does not leave the lay groups without a significant role. Its exact nature has to be worked out pragmatically. Essentially it should be, as heretofore, research, and advice and consultation. This is, in fact, the role mapped out by Dr. McLaughlin himself in a letter to President Max Rubin of the Board of Education. What needs to be done by way of further recognition of the new world of collective bargaining is for these lay groups to accept the essential function of the cb agent in the decision-making process.

In such a climate of cooperation and good will, much good can be accomplished by teachers and lay groups working together. A concrete example of what can be done is the study of the needs of the New York City school system, by a staff of outside experts, soon to be undertaken jointly by the UFT and the Public Education Association.

Toward the realization of this viable cooperative process, the organized labor movement can and should play an important role, as a sort of honest broker with a dual interest. Itself a lay group with a historic background of leadership in the furtherance of public education, and at the same time the group that best understands the significance of the collective bargaining process, the AFL-CIO and its local affiliates should undertake a new mission of working with civic and parent organizations and orienting them toward their proper role in the era of collective bargaining.

Educational statesmanship, for all concerned, is mandated by this great new challenge of collective bargaining in our schools.

VI. CONCLUSIONS

The UFT recognizes the heavy responsibility that  lays upon us in setting new patterns of collective bargaining, not only in education, but for professional and governmental employment in general. These are our substantive goals: The right to negotiate on all matters, including professional items, that impinge upon the working life of the teacher; a breakthrough for educational standards, in regard to adequate budgets and professional improvement. These are our procedural

We hope that, in fighting for these goals, we are helping to establish a new image of the teacher: self-confident, militant (but at the same time responsible), and proud. Our children and the nation, too, have much to gain from the union teachers' negotiations.

We believe that the outcome of our collective bargaining in New York City will be a new birth of freedom and self-realization for teachers, and the beginning of a new era for education.

Again, we welcome the role that the labor movement is playing in this awakening. We look forward to a national organizing drive by the AFT, with the active assistance of the AFL-CIO. The major ingredient in this drive will be the collective bargaining process.

Our greatest hope in New York, therefore, is that what we have started will be repeated throughout the country. We stand ready to cooperate with you, as you have with us, in the great venture of collective bargaining for all the teachers.

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