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UNITED FEDERATION OF TEACHERS  
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DENVER ADDRESS - CHARLES COGEN  
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THE COLLECTIVE BARGAINING STORY IN NEW YORK CITY

The teachers of our nation have a two-fold opportunity of immense dimensions which must be grasped now before it is too late. It is the opportunity, first, to raise our educational system to the level that our children need and deserve. And, again, it is the opportunity to create conditions of work that will enable us to teach effectively and with self-respect.

The way to this goal has been paved for us by two centuries of labor relations history. It is, of course, the collective bargaining way - the process of economic democracy. It is this process which enables those who do the major work in the schools to have a significant role in determining the conditions therein.

I am happy to see that you in Colorado have taken the necessary initial steps to bring collective bargaining into your midst. You have, with good wisdom, issued a series of bulletins to educate the teaching staff on the procedural steps involved in this complex process. In a real sense, therefore, you have anticipated the fundamentals of my remarks. However, I think it may be helpful for me to give the collective bargaining story of New York City as a case history --- not necessarily as the type for all to follow, but as one from which you can learn some lessons, both positive and negative.

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In New York City we were destined to achieve collective bargaining the hard way. Having failed to obtain it through legislation or voluntary agreement with the Board of Education (the old one) --- in fact, having been promised a CB election by them under a threat of a strike, and having subsequently suffered the blow of a broken promise - we found it necessary to resort to the ultimate weapon, the strike of November 7, 1960, to enforce our just demand.

When our Board of Education did concede to our demand, they appointed, at our request, an expert Commission of Inquiry headed by Professor George Taylor to set up the conditions of the collective bargaining election. This group of outstanding personalities made their recommendations, explaining the nature of collective bargaining in a governmental setting, defining the bargaining unit, and providing for a referendum among the teaching staff. The Board of Education rejected their proposals, again adding to the frustrations of an embittered teaching staff.

At any rate, a referendum was held, in June of 1961, but only to determine whether or not the teachers wanted to have collective bargaining. This was, by the way, an unnecessary and dilatory preliminary step. However, we took this in our stride too. We went into an intensive campaign and encountered a strong opposition in which the NEA groups opposed the very concept of collective bargaining as an anti-professional device of the labor bosses. The outcome was a vote, which surprised even the most optimistic of us --- 27,000 for, and 9,000 against the introduction of collective bargaining in our schools. Thus did the teachers of New York City demonstrate, without

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any trace of doubt, and contrary to general belief, that they wanted to get into the mainstream of labor's procedure for arranging the teacher's working life.

Then came the ouster of the old Board of Education and the appointment of the present Board. With real dispatch, the new Board arranged for a collective bargaining election. Professor Nathan Feinsinger, of the University of Wisconsin, was engaged to hold hearings and define the election procedures. Amongst other rules set up, this first election was limited to classroom teachers only.

The election presented numerous problems. We had to cover about 860 schools in our propaganda campaign. We had hundreds of teacher volunteers for a person-to-person campaign. We utilized all of the media of public communication - radio, TV, and newspaper ads. Huge funds and abundant personnel were required. We were fortunate to receive support, in both money and personnel, from our friends in the AFT (including your good people in Colorado) and in the AFL-CIO. These contributions were far from adequate, and we willingly went into tremendous indebtedness.

The NEA threw huge sums and personnel into the support of an opposition group. It is noteworthy that their main stress was on the issue of professionalism versus unionism.

Again, the outcome surpassed our fondest expectations. The vote was about 2 to 1 for the UFT as the collective bargaining agent.

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It is clear from this abbreviated narrative that our collective bargaining victory vindicated our belief and our calculated risk thereon, that teachers are ready to go along with the ideology of the labor movement as the source of their professional salvation. We in the UFT are convinced that only through action within the AFT-CIO can the teachers of the United States attain their proper status as workers in our society - professional workers, if you prefer.

In the relatively brief time available, I will now attempt to present the highlights of the factual story of the actual 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 circulated 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 30 demands.

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Our CB election took place in December of 1951. 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 with a fine comb. In the face of careful scrutiny on the opposite side of the bargaining table, we were confronted with the necessity of clarifying, justifying, and modifying our demands to conform to realities which had previously not been apparent.

Hence, before each CB session, the negotiators spent many hours mustering arguments for each proposal, checking statistics on the number of teachers and students affected, estimating the cost of the change on a short-term and a long-term basis, comparing our proposal with practices in other school systems, and anticipating objections which might be offered. Then we spent many additional hours in planning the strategy of the presentation in negotiations. In our new role as the certified bargaining agent, we were given ready access to a myriad of data theretofore unavailable to us, and we worked closely with many members of the business and administrative staffs of the Board of Education.

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

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(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 1951 and June 1952, 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, week-ends 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 1952, 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.

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

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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 strike.

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The strike occurred on April 11th. More than 20,000 teachers, that is, more than half the teaching staff, walked out. At the conclusion of the day's picketing, 9,000 teachers assembled at City Hall for a mass demonstration - the biggest rally held at City Hall in the past three decades.

You will remember that this dramatic strike was carried on in the teeth of the state's Condon-Wadlin Law which forbids strikes by public employees and imposes heavy penalties. At the end of the day, we were served with an injunction order that had been obtained by the Board of Education.

The UFT Executive Board debated the question of compliance with the order from 8:00 P.M. to 3:00 A.M. Despite strong feeling of resentment on our part against the Board's anti-labor injunction, and an original inclination on the part of many of us to violate it, we decided that we should protect the organization and individual members from the possible penalties that might flow from a violation. 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.

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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."

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.

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We now have a contract that is awaiting ratification. I shall indicate some of its highlights.

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 \$995.00.

The base schedule, for holders of a Bachelor's degree, rose from \$4,800 - \$8,650 to \$5,300 - \$9,170. In addition, and very importantly, a long-standing dispute among New York City teachers over a single salary for all teachers or a differential for teachers in the high schools was resolved through our formula for a promotional differential, which entitles teachers in any division to qualify for a new differential of \$475.00 on the basis of subject matter specialization. We also negotiated extension of the already existing two differentials of \$400.00 each to three additional groups of teachers. The top schedule including all three differentials now runs from \$6,575 to \$10,445. 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.

Non-money items are a significant aspect of the pending contract. Probably as important as anything else, we have a grievance procedure, with exclusive organizational representation by the UFT, strict time limits for appeals, and final impartial arbitration. As a further indication of our status as the bargaining agent, the contract stipulates that the Board of Education will not make any changes in conditions subject to collective bargaining without negotiating with the UFT. Other random features includes an objective system of

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assigning teachers to teaching and non-teaching programs; and seniority in the schools for substitute teachers with 2 years of service in the school.

We believe that this contract, imperfect as it is, sets a precedent of considerable significance to teachers and to education generally. It is indeed a magna carta for the teaching profession.

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 tough 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 teaching positions. Obviously, this entailed difficulties in regard to the inordinate amount of time required in negotiating work. A special set of problems arises in negotiations by a democratic union whose members are jealous of their prerogatives. There is the matter of the authority of the Negotiating

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Committee to make commitments, even tentative ones, without prior approval by the appropriate 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

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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 "scouring" 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 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 unsolved 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 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.

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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.

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. 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, not being fiscally independent, must get its funds from the city fiscal authorities, and they in turn depend upon the state government for state aid. This situation easily gives rise to the governmental runaround, with each agency passing the buck for responsibility. You will recall that one of the major causes of the breakdown in negotiations arose out of the fact that the Board was unable to obtain, in advance, firm commitments from the Mayor as to money that would be available in the budget.

Third, therefore, how is the money problem to be resolved in bargaining? The UFE insisted on bargaining for budget appropriations, that is, real money, and not merely for promises to seek appropriations. Here, too, we shall have to explore new paths.

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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 goodwill 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

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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. I may add that as is customary in union contracts, we have agreed to a no-strike pledge for the duration of the agreement.

I conclude, as I began, with a statement in regard to the essence and the significance of collective bargaining. 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.

There are those who deny collective bargaining as an anti-professional device which seeks merely the teachers' selfish interests. All I can ask is for interested citizens to study the specific terms of the collective bargaining agreement now in effect established in New York City. This should convince them of the soundness of the collective bargaining approach to the problems of our schools.

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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 UFT recognizes the heavy responsibility that lies 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 goals: the rights to collective bargaining and to a fair CE election (rights which we have won); the right to strike, as a last resort, for the enforcement of crucial demands; the unionization of professionals; and the breaking of the logjam of governmental bureaucracy in budget making.

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.

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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.

Our greatest hope in New York, therefore, is that what we 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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