

UNITED FEDERATION OF TEACHERS
34 Park Avenue South
New York 10, New York
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CHARLES COHEN'S SPEECH AT THE AFT CONVENTION - AUGUST 21, 1963

Collective Bargaining Negotiations in New York City, 1962-63

A. Our negotiating demands

About 1½ years ago Dr. Mark Schinnerer was imported from Cleveland to make a survey of the New York City 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 must 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 instrumentality for the drastic action that has been called for. In discussing the role of our collective bargaining negotiations toward this end, I want first to explore the substance of our negotiating demands, and then to describe the bad faith bargaining that we have encountered.

A. Our Negotiating Demands

The rationale of our negotiating demands stems from our salary scale, the status of our working conditions, and the learning conditions of the students.

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Oversize classes constituted one of, if not the most significant causes of education's ailments. Despite the fact that our State Commissioner of Education has ruled that the maximum teaching load in a high school must be 150, or 30 in a class, we have thousands of classes, in all divisions, with more than 30 register, and hundreds over 40. Primarily as a result of this factor, universal education has become mass education. The individual pupil is lost in the mass, and at the same time teachers are overworked.

As a result of oversize class, and also for other reasons, serious discipline problems arise. Not only is the teacher enervated but learning becomes extremely difficult.

This would be only half bad if teachers had adequate special services to assist them - remedial teaching, guidance counselors, psychologists, and so on. The actuality is that we suffer serious understaffing in this category.

All of these problems are accentuated in the difficult schools, the schools that have given New York City the reputation of being a "tough" school system to work in. Add to this the fact that the difficult schools are, practically all, schools where de facto segregation exists, and you can sense the explosive situation.

No wonder, then, that we have such a large waste of talent in our nation. ^{One} ~~The~~ quarter to one half of our most talented youth do not go on to college. About one third of our students are drop-outs, leaving school in despair, before their high school course is completed. They then become a drag on the employment market.

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To cap it all, and largely as a result of factors previously mentioned, we suffer from a shortage of qualified teachers. For some time during the past year, about 350 classes in New York City were without any teacher, not to mention qualified teachers. The reason that comes most readily to mind is inadequate salaries. But probably more important are the frustrating working conditions - oversize classes and discipline problems in particular, together with the great load of non-teaching chores (clerical work, patrol duties, etc.).

Perhaps even just as important, as a cause of the great turnover of teachers, is the nature of the administration in all too many schools. Martinets, authoritarians, petty tyrants - these are too often the characteristics of administrators. Finally, as stated by Fred Heckinger, education editor of the New York Times, "they (teachers) feel pushed around by a huge and remote bureaucracy".

What needs to be done? We have to think in revolutionary terms; drastic action is required to revive a dying education. In money terms it means that a real breakthrough is needed.

The UFT submitted about 170 demands in this year's negotiations. The major ones are 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

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Every one of these major demands has been 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: The Board has taken 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 UFT has insisted, on the other hand, that anything that relates to working conditions in the broad sense is negotiable.

This dispute is 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.

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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 made by the Board in regard to class size. Ordinarily, they say, 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 UFT 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.

Items on which agreement has been reached, and to be included in the contract in the narrower sense this year, are comparatively few and unimportant. Specifically, we have agreed that: the Board shall provide necessary supplies in teachers' washrooms; telephone facilities for teachers shall be supplied in every school; teachers called to a selective service physical shall be excused for absence without loss of salary, and other such items. "Policy" items agreed upon include: tentative approval of a plan for improvement of difficult schools; rotation of teachers as between different types of classes; programming; use of school aides.

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B. Negotiations: 1962-63 Style

The UFT has claimed that the Board has bargained in bad faith. (The Board, of course, denies this, and in fact counters with its own charge that the UFT has been bargaining in bad faith.)

The first basis for our contention is the setting up of the non-negotiable category, and the inclusion of so many items therein, as explained previously.

But it should be emphasized that the major reason for our charge of bad faith is the refusal of the Board to bargain on our demands before they submitted their budget request to the Mayor. In New York City, like most other big cities, school budgets must be approved by the city government as well as the Board of Education.

It was the refusal by the Board to bargain on its budget request that led the New York Times editorially to call the Board's collective bargaining procedure "a farce". It went on to state that "The UFT is right in saying that to bargain after the budget has been approved is meaningless. It also places the teachers in the position of appearing to take money away from other vital education items".

This is particularly true in regard to salaries. On this item the Board had made no budgetary request at all. Hence, to bargain on salaries has been a gesture of futility.

The pace of negotiations has been a stalling one - few meetings and little progress. On the expiration date of our contract (June 30) there were still dozens of major items unresolved.

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It is our feeling, moreover, that many of our demands, even non-monetary ones, have been arbitrarily rejected, without good reason. This is particularly 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 and that this be not only the privilege of the aggrieved; This is standard practise, and necessarily so, in union contracts.

It is our contention that bad faith has been shown by the Board, not only in negotiations on the forthcoming contract but also in regard to the enforcement of the existing contract during the past year. Despite a contract provision that "With respect to matters not covered by this agreement which are proper subjects for collective bargaining, the Board agrees that it will make no changes without appropriate prior consultation and negotiation with the Union", the Board acted unilaterally in two instances. One was the granting of prior service salary credit for out-of-town applicants for teaching positions, and the other was the introduction of a salary differential for television teachers. I am not saying that ^{u/e} would have opposed these measures; I am saying that the Board was obligated to consult and negotiate with us before making a decision.

Furthermore, the Board has given further evidence of its intent to evade full responsibility in regard to the arbitration provision in the contract. It has said that it will not accept any possible decision by an arbitrator that a grievance is arbitrable in those situations where the Board contends that the case does not come within the purview of the arbitration provision.

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Finally, the position of the Director of Personnel, Miss Ida Klaus, is one of conflict of interest. She has the authority to determine the bargaining unit and certify the bargaining agent, and at the same time she also conducts much of the Board's negotiations.

In summary, the entire negotiating atmosphere has been inimical to effective and conclusive collective bargaining relations. It has been a situation of unacceptable working conditions and frustrations, and of bad faith bargaining. It is in the context of all of the foregoing that we must see the teachers' strikes in New York City. It is the two that we have had and the one that is pending for September.

It will be recalled that last year I reported to this Convention remarkable gains in our collective bargaining. This year's contract is still in the making. A strike is pending for the opening of school on September 9th.

The moral of this two-year tale is that collective bargaining has to be fought for and re-won over and over again.

We take as our guide the following statement from Professor Myron Lieberman's book, The Future of Public Education: "The teachers will have to fight for their place in the sun, and they will have to be much better fighters than they have been in the past."

We teachers are fighting this battle to revive a dying educational system. We are fighting not only for ourselves but for the children and the welfare of our community. We feel that our fight is your fight too.

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