

EMPIRE STATE FEDERATION OF TEACHERS - October 12, 1963

COLLECTIVE BARGAINING

(condensed from Detroit speech)

There was a time, not too long ago, when the New York City school system, like everywhere else in the country, was a wasteland of futility and shattered hopes. The 860 schools were run like a feudal domain, from top to bottom. The 43,000 teachers were docile, passive, and cynical about their impossible jobs. Professionalism was a high-sounding word for the books, but a mirage in reality.

All of this has changed and changed drastically. We, the teachers of New York City, and potentially the teachers throughout the nation, are in a new educational world today. Its origin lies in the New York City teachers' collective bargaining experience, which has been an historic situation of enormous dimensions. It already has had, and will continue to have, dramatic effects on the teachers, the school system, the labor movement, and society at large.

The basic and revolutionary change in the philosophy and operation of the school system is epitomized by the Preamble to our new (1963-65) two-year contract. I quote:

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

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"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."

One thing that stands out in this Preamble more than anything else is the intent of a real partnership in the running of the school system. And just as the Preamble provides for monthly conferences with the United Federation of Teachers, so also is there a requirement that the principal of every school confer monthly with the chapter committee in his school.

In the fight for collective bargaining, we will have to contend not only with the press and frequently hostile boards of education -- but also with a group which, while claiming to speak for the teachers, does nothing but

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misrepresent, confuse and divide them. I refer to the National Education Association. In our fight for collective bargaining, the NEA opposed the very concept. Last year, the NEA spent fortunes trying to convince teachers across the nation that our first contract with its \$995 salary w increase was a defeat. In our recent struggle, the NEA published newspaper ads in August urging us to settle without any salary increase; then, when we succeeded in winning a two-year contract, including a \$580 salary increase, they charged a "sellout." The NEA fears that our partnership concept of collective bargaining will smash their hat-in-hand practice of collective begging -- and their fears are completely justified.

As an inevitable concomitant of the partnership concept and 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.

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 (so-called free) periods frees the teacher from part of the excessive

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routinization of his life, allowing at least a modicum of time for the free exercise of the professional spirit. Furthermore, these new preparation periods are used primarily for creative activity of a great variety -- improvement of visual aids facilities, assistance in teacher training, drawing up of all kinds of curriculum materials, marking papers, interviewing pupils, etc. 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.

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 through 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.

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One can keep on more or less indefinitely, but without going any further, it is quite clear that the collective bargaining contract is a milestone in the creation of the conditions of both freedom and professionalism in the working life of the teacher.

To continue: 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

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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 the 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.

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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.

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.

While on the subject of benefits to the teachers, let me indicate some of the dozens of new items in the current contract. I choose at random: a two-year salary increase of \$580; an extra day's sick leave without a

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doctor's certificate; the right of 5% of the teachers to transfer from one school to another based on seniority; a reduction in the number of teaching hours in difficult junior high schools; reimbursement of teachers by an amount not to exceed \$100 for the loss or damage in school of personal property "normally worn"; pay for teachers who are required to serve on jury duty; 30 day's pay for all military service inductees.

I have discussed the direct benefits accruing from our collective bargaining experience by way of emancipation of the teacher, an increase in democratic relations in the schools, enhancement of true professionalism, a substantial increase in union and individual security, and a wholesome improvement in the personality of the teacher. 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.

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 involved 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.

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The history of the last three or four years is proof positive that the future of teachers lies within the labor movement.

Finally, the New York City breakthrough proves that white collar and professional workers 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. You are on the threshold. We in New York City will give you our complete cooperation.

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