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- Oct. 4 + (1963)

The meaning of E B to Teachers

There was a time, not too long ago, when the New York City school system, like <sup>nearby</sup> 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. Those who placed hopes in the labor movement as the source of the teachers' economic and professional salvation were in a small minority, and generally were looked upon as visionaries or radicals or both.

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 in full:

"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.

"The Board of Education and the Union will strive to achieve a mutually acceptable formulation of general objectives and of long-term educational goals and programs in areas of such mutual concern as the recruitment of well qualified teachers, the improvement of difficult schools, the reduction of class size, and the development of a more effective curriculum.

"In connection herewith, the Board of Education acknowledges that the Union has submitted proposals for the improvement of difficult schools. The Board affirms its intention of moving immediately to develop a program for difficult schools in consultation with the Union, as well as other educational and community groups, as part of the joint responsibility of the parties, taking into account the Union's proposals as well as the further assistance the Board can obtain from the Union and other appropriate groups in the formulation of a major approach on this problem.

"Toward this end, they have agreed that the Superintendent of Schools or his representative will meet and consult once a month during the

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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. 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.

Decided advantages accrue to management and to the schools through consultation with the union. Insofar as the vast multitude of teachers are tapped as a source of ideas, this is a great potential for improvement of the school system. Insofar as teachers are made more satisfied as professionals, and happier as individuals, the schools are bound to get a better product in the service rendered to the children.

I cannot fail to note, in passing, the universal editorial condemnation of our contract, with particular reference to the partnership concept, in newspapers throughout the country. This is from the Pittsburgh Post-Gazette:

"The city has virtually lost control of

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professional personnel, legally and administratively, ... The UFT exacted from the school board concessions that will erode the board's policy-making and administrative functions ..."

It is difficult to believe that this bitter condemnation relates to the New York City school system alone. One is tempted to believe that the editors are pleading a more universal cause -- that they fear the "erosion" of managerial prerogatives throughout industry.

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 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 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.

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I have referred to the partnership concept as a means of furthering the improvement of the schools. There is no doubt that collective bargaining means better schools. Already it is evident that the UFT has been the most effective single force in arousing New Yorkers, and Americans universally, for that matter, to the neglect of their schools. This is the verdict of the magazine Union Democracy in Action (September, 1963), and it is a verdict that is well-warranted.

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. Moreover, the particular areas under joint control are areas in which the professional spirit flourishes.

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 routinization of his life, allowing at least a modicum of time for the free exercise of the professional spirit.

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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. And it certainly bolsters the professional spirit when principals leave it to the good judgment of the individual teacher to choose the type of activity that he wishes to pursue during these periods. 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 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 --

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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.

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.

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. In our own brief

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experience, we have already brought into our collective bargaining discussions, much more than heretofore, such matters as: the inadequacy of currently available textbooks; a comprehensive plan for improving conditions in, as well as staffing of, the difficult schools; the practices of the Board of Examiners in recruiting, examining, and licensing teachers; the kinds of work that may be expected of a teacher during his preparation periods in lieu of building assignment.

One more aspect of professionalism, in the broad sense, needs to be discussed. This is the relationship between teachers and supervisors, a touchy subject indeed these days. Willy nilly, this problem has come to the fore to an accelerated degree, because supervisors are involved daily, and many times a day, in implementation, and therefore interpretation, of the terms of the contract.

Contrast, for example, these two case histories: We have had several reports of principals, who had previously never consulted their faculty committees, now bringing such committees to life and consulting them, as a means of sidestepping the UFT committee. On the other hand, there are the endless number of cases where the principal regularly consults with the UFT committee. I need hardly describe to you the differences in the atmospheres prevailing in these different situations.

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Whether for better or for worse, then, teacher-supervisor relations are very, very much affected by the existence of the collective bargaining relationship. And whether it is for better or for worse, will depend on the good judgment, the common sense, the patience, and the good will of all parties concerned -- but to a most substantial degree it will depend on the ability and the willingness of the supervisor to adjust himself to this new world of teacher participation.

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

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(3)

II. (The Revolution in Education)

A. In New York City this revolution in education has already begun: The signing of the cb contract between the UFT and the B/E was one of the most important events in the entire history of education.

1. Tribune Editorial: "The Teachers Choose To Be Strong"

2. Image of teacher has changed from a passive and timid personality active and courageous --- why and how --- ?

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.

As has been said by Gordon Clapp, one of the outstanding authorities in the field of employee relations in the public service: "The whole practical

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point of majority representation is that it helps achieve orderly relations between groups of workers and the small few who administer the agency. Majority representation and exclusive recognition of the majority is a device for fixing responsibility and encouraging leadership and the acceptance of obligations."

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.

Collective bargaining also provides security for the employer, in our case, the Board of Education. Enforcement of a stabilizing contract requires the union to participate in maintaining due process of law. It is incumbent on the union, in the first place, to sift and weed out those grievance complaints which are clearly

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unfounded or insignificant. And the union sees to it that the orderly procedures established for handling grievances are adhered to. Furthermore, with a single bargaining agent, responsibility is fixed; the union must carry out its part of the bargain.

Now it is also true, on the other hand, 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.

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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 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. 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, I had to state that negotiations were going very badly. But we continued to fight hard, including a threatened strike, and within a month later we came up with our remarkable second contract -- one that strengthens and revitalizes our collective bargaining

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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 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.

Our militancy has borne fruit, not only in the substantive gains we have made and in the strengthening of our collective bargaining machinery, but also in regard to the contested right to strike. Twice we struck in defiance of an anti-strike law. On three other occasions our threatened strikes were called off at the last moment, with favorable settlements. We have shown that it can be done. We are in an area of life where a right is established by practice. And so, empirically, by repeated practice of that right, we are that much nearer our goal of establishing the right of government employees to strike.

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.

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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. 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, 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.

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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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