

UNITED FEDERATION OF TEACHERS
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COLLECTIVE BARGAINING - THE NEW YORK WAY

ADDRESS BY CHARLES COGEN

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.

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 demands.

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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. 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.

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.

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 Oregon) 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 AFL-CIO can the teachers of the United States attain their proper status as workers in our society - professional workers, if you prefer.

The collective bargaining election was, it seems to me, a clear and overwhelming indication that the teachers were fed up with the old ways of resolving the multitude of problems that plagued our school system. It was a rejection, in the first place, of the multi-organizational anarchy of former years, and in the second place, of the relatively meaningless gesture of policy consultation. The CB election also was a mandate for a new relationship between teachers and administrators at all levels of the school system.

We must face up to this fact! There can be no real improvement in staff morale unless the full implications of a collective bargaining relationship are realized.

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.

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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 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.

Our CB election had taken 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 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.

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Hence, before each CB session, the negotiators spent much time 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 ~~more~~ additional time 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.

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.

As one indication of the difference between CB negotiations and traditional conferences in school systems, I mention the number of negotiation 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, week-ends and round the clock. Of course, since this was the first year of negotiations, more time was needed than in subsequent years.

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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.

Unfortunately, salary problems soon created an insoluble impasse.

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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X The strike occurred on April 11th, ^{1962.} 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.

X 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 ^{of} 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. 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."

We now have a contract that runs to 38 pages in pamphlet form. 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. The increases averaged about \$750., and more than half of the teachers in the system received increases of \$995.00.

Non-salary items are a significant aspect of the 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 that are subject to collective bargaining without negotiating with the UFT. A few random features, to show the substantive scope of the contract, are: an objective system of assigning teachers to teaching and non-teaching programs; seniority in the schools for substitute teachers with 2 years of service in the school; the use of the skin test for TB; sabbatical leave

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for rest; relief from non-teaching chores.

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

I believe that I am justified in stating that the signing of the collective bargaining contract between the United Federation of Teachers and the Board of Education was one of the most important events in the entire history of education. Its full impact appears in many areas, but I am limiting myself in this part of my discussion primarily to two broad related segments.

Collective bargaining has created, at least in elemental form, a new climate of freedom and professionalism in our schools. The spirit of freedom is the outcome of the procedural innovations in the contract. Its components are emancipation, self-expression, and self-determination. The contract has also brought about a recognition of new substantive rights and privileges for teachers. These, in turn, have instilled a new sense of professionalism in our halls of learning.

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To be specific about the innovations: first, on procedural matters. 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, as I have said 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 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.

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(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 the late Gordon Clapp, one of the outstanding authorities in the field of employee relations in the public service: "The whole practical 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 substitutes provides additional protection against discrimination to 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 chapter chairman 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.

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Strange as it may seem, collective bargaining also provides a degree of security for the employer (or management). 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 unfounded or insignificant. And the union sees to it that the orderly procedures established for handling grievances are adhered to.

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 rotation 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.

Going now from the procedural to the substantive aspects of the contract, we come to an area of new rights and privileges which have enhanced the professional side of the teachers' working life.

Rotation of positions establishes an orderly procedure for job assignments, thus minimizing the dependence of the teacher upon the arbitrary good will of the principal. The elimination of many non-teaching chores by its very nature strengthens the role of the teacher qua teacher and professional. The expansion of unassigned

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(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. 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.

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 experience, we have already brought into our collective bargaining discussions, much more than heretofore, such matters as: the inadequacy of currently available

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textbooks (and we were promised by the Board that a study would be made of the situation); a comprehensive plan for improving conditions in, as well as staffing, the special service schools; the practices of the Board of Examiners; 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. That is the relationship between teachers and supervisors, a touchy subject indeed these days. Willynilly 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 Staff Relations Committees, now bringing the committees to life and consulting them, as a means of sidestepping the UFT chapter. On the other hand, there are the endless number of cases where the principal regularly consults with the UFT chapter. I need hardly describe to you the differences in the atmospheres prevailing in these different situations.

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.

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' working conditions, without any exceptions in regard to so-called professional matters or matters subject to supervisory control.

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.

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.

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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 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. 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.

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.

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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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.

The total impact of the collective bargaining process is, in short, to raise the teacher to a new status of dignity, pride, and self-respect. The very nature of the collective bargaining process is such as to be a morale-building force. Teachers feel that they have a real and direct voice in determining the conditions of their work, and therefore that they have a personal stake in the school system.

Moreover, the potentialities for the future are limitless. They are as wide and as varied as the nature of the teaching job itself.

Hence it is not surprising that our contract has attracted nationwide and even international interest. Hardly a week passes when we do not receive visitors or written inquiries, from all over the United States and abroad, about our collective bargaining contract.

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We believe that the outcome of our collective bargaining in New York City has been 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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