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TEN AFT STRIKES

by

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The AFT national union has no authority to call a work stoppage; this decision is entirely in the hands of each local union.

Increasingly, however, locals are coming to realize that unless they establish the ability to carry out a work stoppage they cannot bargain effectively. Strikes and other forms of work stoppage should be a last resort, of course, but when the use of the work stoppage becomes necessary, there should be no doubt in the minds of either the school board or the union that the stoppage will be effective. If both sides are convinced of this in advance of the walkout deadline, the chances of avoiding an actual stoppage and getting a fair settlement are vastly improved.

The ideal bargaining pattern which AFT locals should strive to attain is a two-year contract backed up by a no-contract, no-work policy. One-year contracts, aside from the almost continuous strain they place on negotiators and all others concerned, have the additional disadvantage of terminating after the next year's budget has been set, in most cases. Since most contracts contain a no-strike clause, the work stoppage cannot be used as a lever in these negotiations. A two-year contract, however, bridges two budgetary years. Good bargaining against a no-contract, no-work deadline can squeeze out extra dollars for the first year of the contract and hit the jackpot for the second year. Incidentally, a three or four-year contract tends to put everything on ice for too long a period to maintain good union functioning.

The pattern described above puts the stoppage deadline at the beginning of the school year, so that if the walkout is necessary it will only be an extension of the summer layoff. It can produce the greatest gains with the least disruption of school service. Furthermore, negotiating during the summer when teachers are hard to contact prevents the school board and the administration from taking effective counter measures to weaken teacher support. When firmly established as policy, no strike vote need be taken. Compliance is automatic--an important factor from a legal standpoint, as will be pointed out later.

Only a few AFT locals have developed the sophistication and discipline to establish the ideal policy described here. Most locals are still groping their way toward an effective way to negotiate with their superintendents and school boards.

The need for having the ability to call an effective work stoppage seems so logical and obvious it is surprising that American teachers have been so slow to reach this conclusion. Throughout Canada, this fact of working educational life is clearly seen and accepted. In the United States, however, realization of the importance of the ability to stop work is only now dawning on most teachers. We have been so accustomed to the paternalistic structure of the educational enterprise and so hamstrung by the administrator-influenced attitude of the dominant associations that the thought of not beginning a school year until satisfactory terms and conditions have been negotiated seems not to have occurred to very many teachers until recently.

Throughout the above discussion the term "work stoppage", rather than "strike", has been used. There are several forms of work stoppage, and each has advantages and disadvantages. However, let's talk about the strike first. Here are brief accounts of some AFT-sponsored strikes which have occurred since the beginning of the 1964-65 school year:

1. EAST ST. LOUIS, ILLINOIS

A week before the 1964-65 school year was to begin, pickets from AFT Local 1220 appeared at the entrances to board of education headquarters and the central warehouse of the system. The local had conducted a successful week-long strike over wages the previous May, but subsequently the school board had reneged on an agreement to pay teachers for the time lost during the strike. In addition, the board had given a larger increase to custodians and maintenance employees soon after the teacher settlement. Now Local 1220, the recognized bargaining agent for the past 8 years, demanded a 10% salary increase to supplant the strike settlement.

No settlement was reached by the scheduled date for opening the school, and more than 450 of the 750 teachers in the system stayed away from classes. The board sought a restraining order (injunction). The union countered with a court action of its own, charging violations of the education law by the board. The ensuing legal confusion held up possible punitive court action for four days, while the strike continued and public pressure mounted.

The union won its demands.

2. PAWTUCKET, RHODE ISLAND

The Pawtucket Teachers Alliance, AFT Local, became the recognized exclusive bargaining agent for all teachers soon after the end of World War II. Several successful strike actions were carried out in the following decade, but in 1956, teachers returned to work following a strike when the school committee obtained an injunction. The union appealed the court order, and the highest court in Rhode Island found for the school committee. Negotiations in the years following the 1956 court order were generally unsatisfactory, and a long cold war between the union and the committee ensued. In the spring of 1964, negotiations on a new contract broke down. The following October, a

strike was called. The school board got a restraining order, which was accepted publicly by the union president who then declared that the strike was over so far as the union was concerned, but that he, personally, would not return to work until the dispute which led to the strike was settled. Most of the other teachers saw things the same way. The strike continued for nine days, including a three-day holiday weekend.

The Governor, who was running for re-election, finally summoned both parties to his office and a satisfactory "settlement", including salary increases, was signed in the presence of the Governor by representatives of the union and the school committee.

Within a month, the school committee repudiated the strike settlement. Negotiations resumed and a new strike, which again lasted nine days, was called in April. Again, the committee went to court. The judge withheld his decision and ordered both sides to negotiate in the court chambers. The strike was held in abeyance, but even though the negotiations produced nothing, the court finally ruled the strike illegal. The officers of the union were fined \$500 each--suspended sentences.

Nearly a year later, the union consummated a three-year contract with the school committee.

3. LOUISVILLE, KENTUCKY; NOVEMBER, 1964

When a tax referendum failed in the election of November, 1964, some 300 out of 3000 Louisville teachers walked out of their classrooms. Although the strike was led by AFT Local, the walkout was entirely spontaneous, and less than half the strikers were union members. After slight increases in support the first two days, the number of strikers began to tail off. The school board obtained an injunction. The day before the officers of the union were to answer in court, the strike was called off. Legal proceedings were then dropped.

The action of the Louisville strikers has been important in bringing about tax reform in Kentucky. Their action also pushed the Kentucky Education Association into more vigorous action which resulted in a one-day statewide demonstration holiday in February, 1966, conducted with the full approval of almost all school authorities.

4. HAMTRAMCK, MICHIGAN; APRIL, 1965

In Hamtramck, Michigan, after a 133 - 20 strike vote of all teachers, AFT Local 1052 staged a four-day continuous meeting in the high school auditorium. The issues were wages and other benefits. The board sought an injunction, but the judge withheld decision and ordered both sides to negotiate. Michigan has a harsh no-strike law for public employees.

With the help of the state superintendent of public instruction, a favorable settlement was worked out which included substantial salary increases and other benefits. No penalties were imposed on the teachers.

5. SOUTH BEND, INDIANA; MAY, 1965

About a third of the 1200 teachers in South Bend went into a continuous meeting the day following adoption of a new salary schedule by the school board. The South Bend Teachers Association had accepted the new schedule without dissent, and the Association leaders were strongly critical of the union's action.

The school board elected not to go to court, instead, under the leadership of the superintendent of schools, the machinery for dismissal under the state tenure law was put into operation.

The work stoppage was terminated after four days when attendance at the continuous meeting failed to increase substantially. No additional salary or other benefits resulted, but the board agreed to discuss a list of non-salary issues at the start of the next school year. Dismissal proceedings were dropped.

During the 1965-66 school year, union membership continued to grow, despite the "failure" of the strike. The board carried on extensive negotiations separately with both the union and the association on a variety of issues, including salaries--in contrast with the usual take-it-or-leave-it offers--and indicated its willingness to permit the teachers to elect an exclusive bargaining agent in the near future.

6. PERTH AMBOY, NEW JERSEY; NOVEMBER, 1965

In the spring of 1965, the Perth Amboy Teachers Union presented representation election petitions to its board of education. The board took the position that it could not conduct such an election without the consent of the rival association. The association refused to submit to an election and the union set a November 1 strike date.

About 160 out of 280 teachers were on strike for twelve days. The board closed the high school and went to court for a restraining order. For some reason, no contempt citations were issued, however.

The strike settlement called for an election within the next month, and certain other concessions were made. Salaries were not an issue.

In the meantime, the association sought the aid of the state commissioner of education, who declared almost all the strike settlement illegal. By this time, even the school board wanted to work out a satisfactory agreement with the union. Subsequently, substantial salary and other benefits were negotiated, but the association continued to stave off the representation election through various legal maneuvers.

7. NEWARK, NEW JERSEY; DECEMBER 2, 1965

By consent of the Newark Teachers Union and the Newark Teachers Association, a representation election was held in December, 1964. The school board agreed to negotiate with the winner. The association won by a narrow margin and proceeded to negotiate a one-year contract beginning July 27, 1965. The contract contained no salary increase and was vaguely worded in its provisions, but it carried a "reopener" which would permit the association to bargain on salaries for the 1966-67 school year.

In September, 1965, the union circulated authorization petitions in order to force a new election, and a majority of the teachers signed. The association, however, refused to consent to the election's being held before salary negotiations had taken place in February, 1966. The school board again took the position that it was merely an innocent bystander and could not intervene. The union set a December 2 strike date--the day the new negotiations were scheduled to begin.

Less than a third of the teachers joined the walkout. The board of education obtained a restraining order, under the common law governmental sovereignty doctrine.

The strike lasted two days. The settlement called for no reprisals and no agreement between the school board and the association which would extend beyond the date of the current contract, July 27, 1966. Following the strike, the union and its leaders were found guilty of contempt, and fines totaling \$3,700 were levied. The school board violated the strike settlement by openly negotiating a salary increase for 1966-67.

As in the South Bend case, despite an apparent losing strike, union membership continued to grow. Furthermore, the militancy of the union infected the association. Despite an unprecedentedly good salary offer, the association conducted a two-day strike in February. The settlement included a slight improvement in the board's offer--but the association and its leaders were found guilty of contempt and fined \$17,500. Subsequently, some of the association members defected to the union. Present indications are that the union is at least as strong among the total body of teachers as it was the previous year.

8. NEW ORLEANS, LOUISIANA; MARCH, 1966

In May, 1965, the Orleans Parish AFT Local presented to the school board authorization petitions carrying the signatures of a majority of teachers. There was no audible reaction from the board until the following December, when the union's petition was rejected by a vote of 4 - 1.

In February, the AFT presented a list of demands to the board to supplement demands previously made. The new demands called for speedier school integration and recognition of Negroes in administrative and supervisory positions within the school system. When no action was taken by the board, a strike was called to begin Friday, March 18. There were no real efforts by the board to avert the strike, and about 750 of the 3,800 teachers failed to report for work on the first day of the stoppage.

On Saturday, the superintendent issued threatening statements, but no formal action was taken. At a Sunday evening rally of the strikers, it appeared that many more teachers would join the walkout the next day. While some additional teachers joined the strike on Monday, Tuesday's turnout showed a drop. The teachers went back under a no-reprisals agreement on Wednesday. In the weeks that followed, union membership increased significantly. While the strike generated renewed talk about a bargaining election, as of April 15, no action had been taken.

9. PLAINVIEW, NEW YORK (LONG ISLAND); MARCH, 1966

Four hundred and eighty out of seven hundred teachers in Plainview, Long Island struck for four days beginning March 8, 1966. Ostensible cause of the strike was the refusal of the board of education to grant a written agreement even though the Plainview Federation of Teachers had been recognized as the exclusive bargaining agent three years before, and had won three representation elections since that time by increasing margins. Behind the written agreement issue was a four-year history of increasing friction between the superintendent of schools and the teaching staff.

Led by the superintendent, the school board appealed to the state commissioner of education to halt the strike. Although the commissioner had publicly condemned the union's announcement of its intent to strike, he withheld specific action once the strike had begun. Instead, various state and local officials attempted to mediate.

An agreement was worked out on Sunday afternoon which called for good faith negotiations and embodiment of any agreements reached in school board resolutions which the board pledged not to change without consent of the union. As of April 15, negotiations had not been concluded, and both sides were continuing the guerilla warfare of the previous four years. The state commissioner, two weeks after the strike, ordered notations placed in the files of all strikers, indicating they were guilty of unprofessional conduct.

10. THORNTON TOWNSHIP, ILLINOIS; APRIL, 1966

Thornton Township is a high school district with 168 teachers in two schools. In January, the union presented a series of demands for salary increases, fringe benefits, and a collective bargaining representation election. Negotiations bogged down and a Thursday, March 31 strike date was set. No satisfactory settlement was reached by that time and about 120 teachers stayed away from their teaching posts.

The board obtained a restraining order naming the state and national AFT as well as the local. The court order was not served, however, until Friday. A hearing was set for the following Monday.

A month before a Chicago judge had ruled, in a case involving the legality of a teacher representation to be conducted by the Chicago Board of Education, that there was no legal bar to such an election. On Sunday, April 3, both the union and the Thornton school board received telegrams from the state education commissioner pointing out that the doctrine in the Chicago case was now the law of the land.

After all night negotiations, a settlement was reached at 6 a.m. Monday which gave the union practically everything it had asked for, including a representation election to be held June 1, 1966. Contempt charges were dropped.

Three other strikes in which the AFT has been involved during the present and previous school years are not listed above for various reasons. Teachers at the Chicago Art Institute struck in the spring of 1965 when the Dean of the Instructional Staff was dismissed. After nearly two weeks of picketing, a settlement was worked out which gave the union modified recognition, the dean substantial severance pay, and

the teachers a salary increase. A strike involving a small number of teachers at a nursery school in Berkeley in February, 1966 simply petered out without a definite conclusion.

The St. John's University strike is in a class by itself. Thirty-one teachers were dismissed in mid-December, and some sixty others joined them in a walkout to force the University to grant fair hearings. After the first few days of the strike, it was obvious that the school management could not be forced to negotiate. To call of the strike, however, would be to condone the firings, which would be tantamount to serving notice to other universities that they could fire when ready. The union has, therefore, continued the strike and, with AFT assistance, endeavored to pay strike benefits through the end of the academic year.

There are some rather obvious conclusions which emerge from the examples given above. Beyond these points, some further comments might be made. First for the obvious:

- 1 - Even the worst organized and least supported strike--beyond a certain bare minimum, at least--results in a net gain for the union.
- 2 - No one gets seriously hurt in a strike, even one which fails to achieve its announced objectives.
- 3 - Minority strikes rarely achieve their announced objectives.
- 4 - Failure of boards of education to bargain in good faith is the chief cause of teacher strikes.
- 5 - Teacher strikes almost never last long.
- 6 - No-strike laws mean very little, but injunctions are hard to beat.
- 7 - Nimble legal footwork can often buy enough time to permit a settlement to be worked out.

Now for some further comments.

It is a truism in labor circles that the threat of a strike is more potent than the actual strike. Once you walk out, a time-consuming war of nerves sets in during which little change in position takes place until one side or the other becomes convinced that it cannot win. Boards of education, however, are usually under powerful compulsion to try to avert the walkout. During the period under discussion many strike threats have brought good settlements.

But an idle threat of strike is worse than no strike threat. The superintendent and school board can usually assess the probable degree of teacher support for a strike. If you are bluffing, they will simply wait you out--and then what do you do? Until a local adopts the automatic no-contract, no-work policy, it should have an official strike vote procedure involving several steps, stretching the process over at least a month. Each step in the procedure can be a pressure point at which a satisfactory settlement might be worked out. The procedure should set forth the reasons for which a strike may be called.

The real, big problem with the strike which we have not yet "solved" is its vulnerability to court injunction and contempt citations. There are two possible approaches to the problem. One is through corrective legislation.

The Norris-LaGuardia Act outlawed the use of the injunction in labor disputes in private industry in 1932. It probably would be too much to hope for to suggest that a similar law be enacted in any state so far as teacher disputes are concerned. However, a law limiting the use of the injunction in public employee disputes to only those in which public health and safety are involved has some possibilities. It would be then up to the courts to decide whether or not a teacher strike was actually detrimental to public health and safety, and the union would have at least a fighting chance in court.

The other (known) approach to the injunction problem is the use of mass resignations. We do not know of any instances where this device has been used by full-time day school teachers in the United States, but it has been used many times in Canada, and in New York City successful mass resignation work stoppages have been carried out by night school teachers and summer playground teachers.

Both individual teachers and the union are much less vulnerable in a mass resignation stoppage than in an out-and-out strike. If a strike is lost (a hard thing to do, as we have seen), the strikers have no protection against reprisals anyway. Withdrawal of resignations is just as easy as terminating a standard strike, and resigning is not illegal. The union itself might still be subject to court restraint, but the board would have a harder time proving its case. Furthermore, the resignation minuet gives the board a way out of entangling legal problems if it wishes to take it.

The above information and opinions is presented in the interest of inducing more AFT leaders to think through the work stoppage problem. The AFT is rapidly approaching the point at which extemporaneous decisions in work stoppage situations will not be adequate. A real effort must be made to establish an effective and consistent policy in this area.