

THE NEWARK TEACHERS' UNION CONTRACT vs. THE NEWARK COMMUNITY

by Fred E. Means

Newark, New Jersey is a city of 400,000 people, approximately 60 percent of whom are Black. Newark has 78,000 public school children, 82 per cent of whom are Black and Puerto Rican. Of the 3,800 public school teachers, greater than 30 per cent are Black (2).

Urban schools across the country have continuously failed to educate the poor and the Black. The debilitating effects of urban education on poor children is reflected in the fact that so many of the children cannot read or do arithmetic computations. An examination of test scores dramatically illustrates the Newark school system's failure to satisfactorily educate many of its children.

Results of Reading Comprehension (Sentence and Paragraph) section of the Metropolitan Reading Test given to Newark children in October, 1969 shows:

In Grade 3, out of every 100 pupils  
20 were at, or above the norm (national average).  
50 were below the norm.  
Of the 80 below the norm,  
31 were less than 1 year below.  
49 were 1 year or more below.

In the 50 elementary schools tested, the Reading Comprehension medians indicated

3 schools were at, or above the norm.  
31 schools were less than 1 year below the norm.  
16 schools were 1 year or more below the norm.

These figures do represent improvement when compared with 1967 scores.

In the 1969 test, only 16 schools were one year or more below the norm while in 1967, 34 schools were one year or more below the norm.(3:3).



An analysis of the results on the Reading Comprehension (Paragraph Meaning) section of the Metropolitan Reading Test shows:

In Grade 6, out of every 100 pupils  
10 were at, or above the norm.  
90 were below the norm.  
Of the 90 below the norm,  
10 were less than 1 year below.  
80 were 1 year or more below.

In the 42 elementary schools testing in Grade 6, the Reading Comprehension medians indicate  
No schools were at, or above the norm.  
2 schools were less than 1 year below the norm.  
40 schools were 1 year or more below the norm.

An analysis of the results of the Metropolitan Arithmetic Test shows:

In Grade 7, Computation, out of every 100 pupils  
12 were at, or above the norm.  
88 were below the norm.  
Of the 88 below the norm,  
17 were less than 1 year below the norm.  
71 were 1 year or more below the norm.

In the 31 schools having Grade 7, the Arithmetic Computation medians indicated  
3 schools were at, or above the norm.  
4 schools were less than 1 year below the norm.  
24 schools were 1 year or more below the norm.

In Grade 7, Problem Solving and Concepts, out of every 100 pupils  
10 were at, or above the norm.  
90 were below the norm.  
Of the 90 below the norm,  
13 were less than 1 year below the norm.  
77 were 1 year or more below the norm.

In the 31 schools having Grade 7, the Problem Solving and Concepts medians indicated  
No schools were at, or above the norm.  
4 schools were less than 1 year below the norm.  
27 schools were 1 year or more below the norm. (3:4).



Local affiliates of the American Federation of Teachers in New York City, Philadelphia, Baltimore, Washington, Detroit and other cities having large Black student enrollments have been writing contracts between teachers and school boards. After a 16-day strike in February, 1970, the Newark Teachers' Union signed a one year contract with the Newark Board of Education.

As had been the case with unions in other cities, N.T.U. claimed that it was striking the school system to gain "better schools" for children. As was the case in Ocean Hill-Brownsville, Newark parents and community groups claimed that the strike dealt not with education, but power and money.

The New Ark Community Coalition declared war on N.T.U. and organized to resist the strike. The Coalition was representative of a broad segment of the Newark community. Organizations comprising the

membership of the New Ark Coalition include:

- Newark Area Planning Association
- Community Referral Center
- Parent Teachers' Associations
- Metropolitan Ecumenical Ministry
- Metropolitan United Methodist Ministry
- Central United Presbyterian Church
- Organization of Negro Educators
- Committee For Unified Newark
- Newark Urban Conference
- Chancellor Avenue Concerned Parents
- Weequahic Community Council
- National Association Advancement Colored People
- The Young Lords
- Clinton Hill Area Rehabilitation Council
- The People's Council
- Committee Against Negro and Puerto Rican Removal
- Students for Better Education



Advisory Boards of Title I  
Area Board Operation Iron Bound  
Essex County College Student Association  
Black Organization of Students - Rutgers

With the help of parents, community people and non-striking teachers, the Coalition was successful in keeping the majority of Newark schools open during the strike. Additionally, the Coalition took the position that it should have equal representation at the negotiating table. Parents felt that decisions were to be made that affected their children's lives; therefore, they should be involved in the discussions. Although the Coalition did not win a seat at the bargaining table, the point will continue to be pressed in Newark and other American cities.

#### The Contract Proposal

After winning the election to determine a sole bargaining agent for professional and non-professional employees of the Newark Board of Education, N.T.U. indicated that it would involve school and community personnel in the development of a contract proposal. A 132 page N.T.U. Contract Proposal was developed without parental input. Additionally, the content of the document was devoid of projected community involvement. Moreover, benefits for children in the proposal were overshadowed by benefits for teachers.

#### The Contract

The signed contract between N.T.U. and the Newark Board of Education dramatically excludes the community and clearly does not attempt to



provide better education for children. The most that can be said for the document is that it makes some gains for teachers and transfers certain powers for running the schools from the Board to the Union. This paper will clearly illustrate that the N.T.U. contract does not benefit children and does not include parents in any kind of meaningful involvement in the education of their children. The paper will further show that N.T.U., although making grandiose claims of striving to elevate the quality of education for children, by their actions, give benefits for children the lowest priority. Since the thrust of N.T.U. in Newark is a part of a pattern by the American Federation of Teachers to control large city schools, an evaluation of the Newark situation will have national implications.

One of the major claims of the Union, prior to striking, was that they would reduce class size to 18. With the beginning of the 1969-70 school year, the Newark public schools were 10,000 pupil stations short. Attempts to alleviate the situation on a short range basis had included the use of portable units in playgrounds, the use of a variety of converted facilities, busing from over-utilized to under-utilized buildings and split sessions. Any thinking person would have known that the Union strike could have no real effect on class size. Nevertheless, there were teachers who struck the system for smaller classes.



The Union contract states that classes shall be limited to 25 in kindergarten and 30 in elementary and secondary schools. However, it further states that all class size limits shall be subject to certain "exceptions:"

- " a. There is no further classroom space available in the building which will permit scheduling any additional classes in order to reduce class size, and other school facilities which meet approved standards and are not unreasonably inconvenient and are not available.
  - b. In order to achieve the prescribed class size it would be necessary to schedule one or more part-time classes in either elementary or special schools.
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- e. Additional students are added to the school enrollment after March 1." (6:31-33).

After studying some of the "exceptions," it becomes crystal clear that the Union only gives the illusion of reducing class size and in fact, makes no real impact on the size of classes in Newark during the life of the contract. Furthermore, the recently expired three year contract that the Newark Teachers Association had with the Newark Board of Education listed the identical class size limits as does the N.T.U. contract.

The Union also claimed that it was striking to obtain more books and supplies. Yet, the Union contract makes no mention of increases in books and supplies. A Union executive board member told a group of teachers that grievances could be filed by individual teachers requesting more materials. Yet, the contract definition of a grievance would seem to exclude such a claim:



"Section I - Definition

- A. A grievance is a complaint by an employee that (1) he has been treated unfairly or inequitably by reason of any act or condition, including those relative to employee health and safety, which is contrary to established and prevailing policy or practice governing or affecting employees, or (2) there has been as to him a violation, misinterpretation or misapplication of the provisions of this Agreement or of any of the rules, regulations or orders of the New Jersey State Department of Education having the force and effect of law" (5:3-4).

Moreover, if such a grievance was filed and reached Step 5 of the procedure, binding arbitration, the arbitrator would "be bound by and comply with" the provision of the contract. "He shall have no power to add to, delete from, or modify in any way any of the provision" of the contract (5:8). Consequently, it is not certain that items not being a part of the agreement can be ultimately resolved by binding arbitration. An increase in books, supplies, and materials is not a part of the N.T.U. contract. Notwithstanding, if the Union had felt that an increase in books and materials was important, it would have been a part of the contract and not subject to uncertainty.

Another claim made by the Union was that it would successfully negotiate 20 More Effective Schools. The N.T.U. contract calls for 1 M.E.S. if Title III funds are available. Studies of the M.E.S. schools in New York City indicate that they have not increased the learning rates for children involved.



In the N.T.U. contract proposal, parents were completely excluded from participation regarding projected development of M.E.S. in Newark. The signed contract states that the "Board and the Union jointly shall select two persons from the M.E.S. community," to be a part of an Advisory Committee. The remainder of the committee shall consist of 3 teachers selected by the Union and 3 elementary staff people selected by the Superintendent (5:62). There seem to be several serious areas of concern regarding the M.E.S. proposal for Newark:

1. How valid are M.E.S. schools?
2. Why is it that the Union and the Board have 3 members on the Advisory Committee and the community has only 2?
3. Why is it that the Union and the Board can select their own representation and the community is denied the opportunity to select its own representation.
4. Since M.E.S. is a package deal, how much flexibility will an Advisory Committee have in designing a program?
5. Will teacher accountability be a factor in M.E.S.?

The Union claimed that it was striking for more specialists in Newark schools; yet, settled for the establishment of a "Committee on Specialists." The committee shall consist of 5 members to be appointed by the Superintendent and 5 to be appointed by the Union (5:70). Again, community participation is completely ignored. It is apparent that the Union capitulated on this item that could be of benefit to children.

Article II - Human Rights is one of the few sections of the N.T.U. contract that recognizes that parents and community groups exist. The section calls upon the Board to sponsor an annual Human Rights Conference



that would include the involvement of "community, civic and parent organizations." In-service seminars on an individual school basis dealing with human relations are proposed. The planning for such sessions is to include parent, community and student input. (5:55). Hopefully, these sessions can have a positive effect on the process of humanization of school personnel.

The Board and the Union have agreed to the establishment of Parent Complaint Procedures. Parents are to be included on the committee that will develop procedures (5:56). Will parents be able to determine their own representation?

#### Racism

The Union had been accused of writing into its contract proposal items that would seriously retard the progress of Black and Puerto Rican personnel in the school system. One example for the charge was the fact that the Union wanted seniority used as the basis for promotions, transfers, summer employment, extra jobs and etc. Of course Blacks and Puerto Ricans comprise the group with the least seniority. Another example for the charge that the Union would have negative effects on minority progress was the fact that the Union proposed to return to a system of hiring administrators that had systematically excluded Blacks.



In June, 1968 there were no Black principals and one Black vice principal in Newark. Black groups and individuals had complained for years about the discriminatory selection procedure that excluded them. The method for selecting principals, vice principals and department heads included a written and an oral examination. Successful candidates were placed on a list in rank order. If Black candidates were not disqualified by the written examination, they would be rated low on the oral. Many times when Blacks were allowed to bridge both the written and the oral and placed on a list, the list would be discarded before their names were reached for appointment and a new list would be formulated.

Pressured by Black groups in August, 1968, the Newark Board of Education voted to change its procedure for appointing administrators. As of March, 1970 there were only 11 Black principals, appointed on an acting basis, out of a total of greater than 70.

Because of community pressures on the Board, the Union was unsuccessful in its attempts to use seniority as the basis for advancement and to revise a discriminatory promotional procedure. Selection for promotions, transfers, summer employment, extra jobs and etc. shall now be based on "consideration of qualifications, seniority, personal preference of the applicant, integration of staff, and the welfare of children and the community (5:38). The inclusion of this language, at least, makes it possible for Black people to progress in the system. If the Unions' seniority and promotional recommendations had not been rejected by the Board, the progress of Black people in the Newark school system would have been retarded by ten years.



Gains for Teachers vs. Gains for Students

The contract between the Board and the Union scored a number of gains for teachers and for the Union. Examples of teacher and Union gains include:

- a substantial salary increase
- binding arbitration
- extra compensation for covering classes
- extra compensation for extra curricula activities
- elimination of non-professional chores
- leaves for Union organizers without loss of benefits
- negotiation on school time
- exclusive Union bulletin boards
- Union meetings in school buildings
- Union meetings with principals
- dues check off rights
- use of teacher's mailboxes
- the prospect of a welfare fund.

These gains may be considered laudable; however, the Union claimed to be striking the school system to improve the quality of education for children. It would take a startlingly liberal and strangely twisted interpretation of the contract to find benefits for children. The contract does not require teachers to teach, neither does it hold teachers accountable for the quality of their work. The contract does not guarantee a desirable class size. The contract does not mandate an increase in books, materials and supplies.

An examination of the 132 page N.T.U. contract proposal clearly illustrates that the Union was seeking many demands that would run counter to the elevation of the quality of education for Newark children. The following excerpts from the contract proposal, which were not won by the Union, will dramatize the point:



- x "Union building representatives shall be released from school at noon every day to perform Union business." (What happens to the children that representatives teach in the afternoon?)
- x "There shall be scheduled no more than 180 school days in the school year." (bare minimum under State law)
- x "All Newark schools shall be dismissed at 12:45 p.m. on the eve of Thanksgiving, Christmas, Easter and during the last three school days prior to closing in June." (This would further reduce the amount of time that children have for education)
- x "Twenty child-care centers for pre-school children shall be established.....Teachers also may enroll their children in these centers." (It is obvious that the attempt was to provide centers for the children of teachers) (6).

There were some excellent demands included in the contract proposal that would have benefitted children. However, the Union chose to settle with the Board without gaining benefits for children.

#### Make-Up Time

An examination of the "Make-Up" section of the contract further documents the charge that the Union was concerned about teachers first and children last. The "Make-Up" clause provided for teachers and students, on a voluntary basis, to make-up lost time during the normal Easter vacation period. Many parents and community organizations charged that make-up time on a voluntary basis, had nothing to do with educational gains for children -- rather it was to provide economic recompense for teachers. The New Ark Community Coalition said that if the make-up time was truly aimed at benefitting children, the sessions would have been mandatory for children and teachers.



### Conclusions

Labor unions have traditionally been concerned with employee wages and conditions of employment. Labor has not been concerned with the quality of the product. Management has been the party to press for quality control. The main thrust of labor has been to get as much money and benefits for the least amount of work. Generally this relationship has worked satisfactorily in industry.

In the educational "factories" of our large American cities, neither management nor labor has demonstrated concern about elevating the quality of the product. Certainly in Newark, labor and management have been dueling over who will control the plant and how much it will cost to operate; however, neither has begun to deal meaningfully with the quality of the product.

Teachers have a right to organize and press for gains in wages, benefits and working conditions. However it is gross hypocrisy for teachers to strike school systems under the guise of improving the quality of education. Moreover, history has demonstrated that the labor approach has traditionally failed to make contract provisions for elevation of the quality of the product. Why should we believe that we can expect more from teacher unions in the area of concern for product, than we can expect from tin can maker unions?

Although some Union leaders and teachers were sentenced to jail terms ranging from 10 days to 3 months, approximately 2,000 of nearly 3,000 teachers participating in the Newark strike called in sick and were paid for striking (2). Adding this to the make-up time provided, indicates that many



teachers were paid handsomely for striking the Newark school system. What was happening to the product during that period?

Teacher salaries and benefits for New York City teachers have risen dramatically over the past several years. Reading scores and drop-out rates indicate that the quality of the product produced has not undergone a concomitant elevation. Of the 64,117 students admitted to New York City high schools and scheduled to graduate in the class of 1967, only 43,864 graduated. Of those graduating in 1967, 21,364 received academic diplomas. This means that only one third of the students admitted to high schools in New York City received the minimum preparation for college entrance. Nationally, over 43 per cent of students admitted to high school go to college (1:5).

Figures compiled by Dr. Samuel McCellan, acting director of the Bureau of Education Research of the New York City Board of Education indicate that results of the Metropolitan Achievement Test document a two month reading decline in the 1968-69 results as compared to the 1967-68 scores. According to Dr. Nathan Brown, the acting Superintendent of Schools, the two month teachers' strike conducted in the fall of 1968 was probably the explanation (7).

Neither teacher unions, boards of education nor parents working separately, are going to be able to produce a positive impact on the educational product. If parents and teachers continue to fight each other, everyone will suffer, children most of all. The ultimate answers, relative to a reversal of the downward spiral of education in our cities, can



only be arrived at from a coalition of parents, community groups, teachers and students. Teacher unions, in particular, must realize that parents are, increasingly, going to resist, by any means necessary, the attempt of unions to seize control of education in the cities of America. Parents are willing to work with teachers and share in the decision making process. However, they refuse to be ignored, excluded, overpowered or the objects of paternalism when dealing with their most precious possessions, their children.



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