

LOSING OUT:

THE SOCIAL SERVICE EMPLOYEES UNION, 1962 - 1969

by

THOMAS MICHAEL KERR
B.A., Tufts University
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Signature redacted

Signature of Author.....
Department of Urban Studies and Planning,
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Signature redacted

Certified by.. ..
Thesis Supervisor

Signature redacted

Accepted by.. ..
Chairman, Departmental Committee
on Graduate Students





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Thomas Michael Kerr

"Submitted to the Department of Urban Studies and Planning
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In 1971 New York City employed over 400,000 individu-
als seventy four percent of whom were "non-uniformed" by
virtue of their not being employed as policemen, firemen,
sanitationmen or transit workers. In the last decade these
employees have become unionized.

The effect these unions may or may not have on public
policy is difficult to predict. With unionization has come
increased salaries and pensions further straining the al-
ready scarce resources available to our cities for the dis-
tribution of vital services. In recent years public em-
ployees have proven adept at supporting policies and candi-
dates of their own choosing in the political arena.

What's more, these unions bargain and sign contracts
with the city under unique circumstances, the threat of
disruption of vital services, confronting the Mayor with
hundreds of thousands of angry voters, if not an actual
state of emergency.

By reviewing the bargaining experience of the Social
Service Employees Union in the New York City Department of
Welfare between 1962 and 1969 this paper attempts to ex-
amine some of the forces which influence non-uniformed
public employee bargaining demands.

The Social Service Employees Union was somewhat unique
in that it attempted to obtain a fair amount of control
over policy making in the New York City Welfare Department.
It failed. This paper reviews the forces that led to that
attempt and the forces that contributed to its failure.

Thesis Supervisor: Robert Fogelson

Title: Associate Professor of History and City Planning

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On May 24, 1967 after five months of protracted negotiations with the administration the leaders of the Social Services Employees Union (SSEU) of the New York City Department of Welfare recommended a work stoppage to their members to commence on June 19th.

In January of 1965 virtually these same union officers had led an unprecedented twenty-eight day strike and won a tremendous victory. No public employee organization in recent New York City history had struck for as long as one week. They won the first written contract in welfare and the first workload specifications and percentage increase in pay for employees of any Mayorality department.¹ They wrung an agreement from the administration that in the future all union demands, no matter how inclusive or far-reaching, would be considered appropriate matters for collective bargaining. Their strike forced the administration to establish an independent committee to review the status of collective bargaining between the city and its employees. The committee was to produce a written set of recommendations within six months. Their example had sparked more aggressive activity on the part of other public employee organizations and catapulted the SSEU leadership into the forefront of welfare employee unionism in the nation. They were strong, they were growing and they had allies.

In 1967, however, events occurred as if the events of 1965 had never taken place. As in 1965, the city Director of Labor Relations' position was that public employee unions could not bring to the bargaining table demands which might affect citywide labor policies, impinge on management prerogatives, be illegal if granted or be without the administration's immediate power to implement. Since he refused to discuss demands which fell into any of these "non-bargainable" categories and since he placed most of the SSEU demands within one or more of them, the SSEU leadership found that there was precious little they could discuss at the negotiating table. In 1965 their strike had forced the administration to redefine "non-bargainability." In 1967 it looked as if it would again take a strike to get the administration to bargain.

In April, after three months without progress at the negotiating table, the union Executive Board voted to unilaterally drop thirty nine of its remaining seventy six demands. On May 24 the union leadership reluctantly recommended that the Executive Board label twelve of their remaining thirty seven demands "primary demands," fully educate the media and the membership on these twelve demands and prepare the staff for a work stoppage on July 19. Leaflets and press releases went out. Local membership meetings took place in all work locations on or before May 31. On

June 6 a general membership meeting overwhelmingly endorsed the proposed work stoppage and on June 9 it was ratified by 87 percent of the full membership in a secret ballot in the welfare centers. On June 19 the SSEU began its second major strike in thirty months.

The SSEU was then and is today an organization of non-uniformed public employees. In 1971 New York City employed over 400,000 individuals seventy four percent of whom we shall call "non-uniformed" by virtue of their not being employed as policemen, firemen, sanitationmen, or transit workers.² They are teachers, cooks, clerks, secretaries, social workers, auto-repair mechanics, laborers, lab technicians, administrators, accountants, supervisors, psychologists and air pollution experts. They man New York City's bureaucracies; health and hospitals, parks and recreation, public works, schools, housing and welfare, civil defense, traffic and parking, human rights, museums and libraries. In 1972 305 out of every 10,000 people in New York City were non-uniformed public employees.³ Within the last decade these employees have become unionized. District Council 37 (DC 37) of the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME), which represents the largest number of these workers in New York City, grew from 32,000 in 1962 to 100,000 members in 1972.⁴ The United Federation of Teachers, which represents the second largest number of non-uniformed public employees,

increased its membership from under 5,000 in 1961 to over 50,000 in 1969.⁵ When we think of public employee unionism today we think especially of the trials and tribulations of Mayor Lindsay in New York. However, this phenomenon is not confined to New York City alone. It has become nationwide. Mayor Wagner's decision during the fifties to support the organizational needs of public employee unions (dues check-off and exclusive bargaining certificates) and AFSCME's decision during the same period to commit substantial organizing resources to New York, gave recent non-uniformed public employee unionism a headstart in that city.⁶ The question is no longer whether non-uniformed public employees can or will be organized, but what organizational forms their unions will take and what effect these unions will have on public policy.

What shape can we expect non-uniformed public employee unionism to take in the near future? Will they copy trade and craft union models from the private sector? If so, which will they choose? Or, will their organizations more closely resemble private associations and professional societies? Perhaps they will opt for a combination of the above. In any case, we need to know more about the forces that influence organizational choices among public employees.

The effect these unions may or may not have on public policy is even more difficult to predict. With unionization has come increased salaries, pensions and overtime

compensation, further straining the already scarce resources available to our cities for the distribution of vital services.⁷ Employee compensation of one form or another was New York City's single largest expenditure in 1969, 60 percent of the budget.⁸ Traditionally, unions in the private sector, with tremendous financial and human resources at their disposal for lobbying, publicity and campaigning, have been powerful political forces. In recent years public employee unions have proven to be equally adept at supporting policies and candidates of their own choosing in the political arena;

Finally, these unions bargain and sign contracts with the cities under unique circumstances, the threat of disruption of vital public services, confronting the Mayor with the possibility of hundreds of thousands of angry voters, if not an actual state of emergency. What kinds of demands can we expect non-uniformed public employees to make at the bargaining table? Will they want to discuss departmental policy and organization as well as bread and butter issues? If so, why? Some of their demands may be entirely political. What are some of the forces which influence public employee collective bargaining demands?

This paper examines this last question in some detail by reviewing public employee unionism in the New York City Welfare Department during the 1960's. I hope the discussion which follows will also shed some light on the broader.

questions mentioned earlier. What shape will unionism take among non-uniformed public employees, and how will these unions affect public policy?

During the 1960's public employee unionism and city labor relations came of age in New York. In 1960 unionism among non-uniformed public employees in the city was new, scattered and complacent. The city had no centralized formal way of relating to either its uniformed or non-uniformed employee organizations. By 1970 non-uniformed public employee unions in the city were strong, well established, stable and aggressive. The city had an Office of Collective Bargaining which had already established a body of precedents and policies to refer to as it carried out its activities.

Our interest in the SSEU stems from this union's attempt during this period to significantly alter departmental policies and procedures through the collective bargaining process. What forces contributed to this attempt and, since by the end of the decade the union was no longer interested in trying, what forces contributed to its demise?

To shed some light on these questions I now intend to look at the emergence of the SSEU.

CHAPTER ONE

UNIONS IN WELFARE

Employee organizations in New York City's Department of Welfare have a long history of involvement in policy matters. Before World War II, the State, County and Municipal Workers of America, CIO (SCMWA), organized a large local in the New York City Welfare Department. SCMWA was allied with the Workers Alliance, an organization of unemployed men and women on relief,¹ and exercised some control over hiring and advancement within the department.² During the 1930's, those who had the most to gain politically from such charges argued that the Communist Party ran the department through the union. The more conservative employees of the department, mostly Irish Catholics, formed their own organization in the late 1930's, Council 330 of the Civil Service Forum.

In late 1946, SCMWA became Local 1 of the newly formed CIO international, United Public Workers (UPW), which had strong locals in other city departments, notably education and sanitation. Local 1, UPW, was stronger and more active than any union since in welfare. In 1948 the city's Commissioner of Investigation, John Murtaugh, completed a report on the cost and administration of welfare

in the city - over a third of which was devoted to Local 1. He charged that the "UPW-CIO exerted an undue influence on policies within the department" and engaged in "activities generally recognized to be beyond the scope of proper functions of public employees."³ The report claims that Local 1:

- (1) sponsored political causes and candidates
- (2) published a newspaper "replete" with political articles
- (3) encouraged its members to further its political programs within welfare offices
- (4) ran a Welfare Studies Committee "comprised of employees in supervisory positions" which sponsored and campaigned for changes in official Welfare Department policies and procedures
- (5) organized street corner demonstrations of recipients and layment to support these changes
- (6) urged its membership to suggest ways in which these changes could best be instituted
- (7) caused unsanctioned changes in official policies and procedures to be carried out by members of the staff.
- (8) used departmental staff meetings for its own organizational purposes
- (9) carried out organizing activities during working hours and
- (10) organized "mass demonstrations" on department premises to present its grievances.⁴

Finally, Commissioner Murtaugh pointed out that organizational affiliation influenced supervisor's attitudes toward department regulations and behavior toward department personnel. Upon reading this report Mayor O'Dwyer declared that "he would not tolerate in any city department or agency, labor unions that go beyond their 'proper function' of promoting the welfare of their members to interfere in matters of any city and departmental policy."⁵

Welfare Commissioner Hillard, aided by Council 330, began a two year campaign against Local 1. He reorganized the Department, filling all new administrative positions with non-UPW members, and established a non-UPW Board of Employees. The department placed restrictions on the uses of department premises and time for union activity. New grievance procedures were established. The union could no longer present its grievances during demonstrations, nor could employees involved in grievances attend their initial or appeal hearings as they had done before. Two new unions, the AFL Federation of Municipal Employees (FME) and CIO Government Employees Organizing Committee (GEOC), were accredited by the department to represent its employees for the express purpose of replacing Local 1.⁶ Dissidents who split from the UPW in 1948 had formed the GEOC. The Department used red-baiting, dismissals, suspensions and transfers in its campaign against Local 1. In 1948 the UPW was

one of eleven unions expelled from the CIO for "communist domination" and in 1950 the New York City Welfare Department withdrew its official recognition of Local 1. The two year lag is a testimonial to the UPW's strength within the department. By 1951 the UPW was dead. Some of its more competent organizers joined the Teamsters and formed City Employees Union Local 237 in an attempt to reenter the department. This failed when the department warned its staff against joining Local 237 because of its domination by ex-UPW staff, i.e. Communists.⁷

Other organizations sponsored by the department moved in to fill the vacuum left by the UPW, namely the AFL's AFSCME (formerly FME) Local 1193, the CIO's GEOC, and the Civil Service Forum. In December 1955 the AFL and CIO merged. In July 1956 the AFL's AFSCME and CIO's Government and Civic Employees (GEOC in New York) became the first unions to merge within the united federation on the international level. In July 1957 the two merged at the local level in New York as District Council 37, AFSCME, AFL-CIO (DC 37). Local 371, the first local of DC 37, was chartered in the welfare department. Despite this organizational activity there was very little organized employee activity in the welfare department between 1951 and 1961. This is not surprising. People were not likely to forget the two year long UPW purge, especially since the personnel policies instituted during the purge continued

throughout the decade.⁸ Staff members who complained about policies, assignments or working conditions could expect to be transferred to the welfare center farthest from their homes. In addition they might be suspended or, if possible, fired. Brownsville was the worse possible transfer; the employees called it "Alcatraz."⁹ A number of UPW members who stayed in the department ended up in Brownsville. Later the SSEU would claim that people were sent to Brownsville to be fired, usually for minor violations of department rules.¹⁰ Staff members could expect little help from their unions who owed their prominence in the department to the administration rather than the employees. During this period there was no contract, no collective bargaining and no formal grievance machinery. However, the unions and employee associations in the department did manage to secure favors for some of their members and leaders from the administration.

Employee associations were relatively strong during this period.¹¹ They took on a number of forms. Some were religious. The Catholics had the Ozanan Guild, the Protestants the Order of St. George and the Jews their Association of Jewish Welfare Department employees and B'nai Brith. Others were ethnic. Though most of them belonged to the Ozanan Guild the Irish had an Emerald Society and the Italians a Columbian Society. The Blacks formed a NAACP chapter and the Assistant Supervisors and Supervisors each had their own professional associations.

Historically Black professionals could get jobs in welfare and the department's NAACP chapter was strong and influential in the state NAACP. Unlike the other associations it had a program and raised policy questions. The professional associations were for the most part interested in professional standards, job satisfaction, and civil service issues. The ethnic and religious associations which belonged to similar state and city organizations often behaved like political clubhouses. All used politics and friendships to work out minor grievances and advancement for their members. To operate they all needed department recognition. They had to register and put their constitutions and by-laws on file with the department which maintained an up-to-date list of recognized associations.

Probably the best example of Local 371's "weakness" (or "company status" as some would say) during this period was the existence of an Eligibles Association made up of employees eligible for promotion. This association pushed for actual promotions rather than the use of "acting" designations. Through a widespread use of acting designations the Department avoided Civil Service regulations against demotion.¹²

Born during the McCarthy era, Local 371 was not particularly evil or corrupt; just unaggressive and apathetic towards the needs of department employees. During "collective bargaining" sessions in 1961 and 1962 it

signed non-binding "Memoranda of Understanding" with the city. If one ignores the space taken up by the city's letterhead these Memoranda barely cover two pages; just enough space for niceties and new salary charts. The 12,500 employees in some twenty job titles in the welfare department could hardly have seen these Memoranda as contracts. In 1958 Mayor Wagner's Executive Order #49 virtually guaranteed Local 371's ascendancy in the Department. Touted as the "little Wagner Act," Executive Order #49 declared that the city would encourage the practices of collective bargaining as they existed in the private sector when it dealt with its own employees. The Order provided that;

(1) the city would bargain with the elected representatives of its employees

(2) the Commissioner of Labor would determine "appropriate" bargaining units within each department

(3) the Commissioner of Labor would conduct elections within these units when so petitioned

(4) the Commissioner of Labor could grant certificates of majority status within these units

(5) the city would grant exclusive bargaining rights to representatives with majority certificates. In addition the Commissioner of Labor was empowered to resolve all unresolved grievances and disputes between a department and its employees and public employee unions were not

permitted "closed shop" privileges.¹³

Executive Order #49 reaffirmed the provisions of a 1954 Executive Order which created the city Department of Labor, required that grievance procedures be established in every city department, established joint union-management labor relations committees in every department and affirmed the right of city employees to form and join labor unions.¹⁴ Because it existed when Executive Order #49 went into effect Local 371 was one of the first unions granted exclusive bargaining rights under its provisions. These Executive Orders only applied to the Mayorality departments, not all city employees, and expressly exempted policemen and firemen. Nor were they legally binding.¹⁵ But they were city policy and, in conjunction with dues check-off privileges also granted Local 371 in 1958, served to institutionalize Local 371's position in the Welfare Department. However, their provisions would be available to dissidents within Local 371 who left to form a new staff organization in 1961.

In 1959 and 1960 a group of Local 371 members, led by Sam Podel and located primarily in the Brownsville Welfare Center, formed the Committee for a More Militant Union. Twice the Committee ran opposition slates in Local 371's elections and twice it lost. In the last of these elections less than 40 percent of the membership actually voted. At that time as little as 25 percent of the department's

social service staff belonged to Local 371, an indication of how seriously the staff took Local 371.¹⁶ Convinced that the staff couldn't be persuaded to change Local 371 from the inside, the Brownsville group formally left the Local in 1961 and formed the Social Services Employees (SSE), an association of professional welfare department employees. The SSE received recognition and dues check-off privileges from the department. That summer, the workers in Boro Hall, angered by Local 371's latest salary agreements with the city which they considered inadequate, began to talk about forming their own organization. This group, led by Joe Tepedino, also protested rising caseloads. In October, the Boro Hall group joined the SSE, since it already had recognition and a dues check-off. After the merger a debate raged within the association. The Boro Hall members wanted to create a new department-wide collective bargaining unit and the Brownsville members, although not opposed to activism, wanted to goad Local 371 into more representative activity.¹⁷ In June 1962 Joe Tepedino became president of the SSE and it became the SSEU, a new union of welfare department employees in caseworker and supervisory titles. Serious organizing began and the SSEU started to grow.

In 1962 the department operated out of ancient, deteriorating buildings, abandoned factories and condemned school houses, any space the city could find in the run-down

areas to which it banished its urban poor. Heating systems continually broke down during the winter and the absence of air conditioning brought no relief from the summer heat. There was never enough office equipment, dictating machines, typewriters, file space, or even desks. Employees had no place to relax, no place to get away from the din of ringing telephones, nagging supervisors, or the general pandemonium of welfare centers, except perhaps, the lavatory.

Salaries were low. In 1962, most caseworkers earned less than \$6,000. In 1964 three out of every four workers earned less than the \$6500 considered necessary by the Community Council of Greater New York in its "Annual Price Survey and Family Budget Costs " for a family of four to achieve a "modest, but adequate" standard of living in the city.¹⁸

Opportunities for advancement were equally poor. In 1961 there hadn't been a competitive exam for assistant supervisory positions for three years and there wasn't going to be one for three more years. As of December 1960 there had been no examination for case supervisor for eight years.¹⁹

Caseloads were high. To hear employees who were there in 1961 tell it hardly anyone's caseload was near the department's goal of 65. Most people carried caseloads of 75 families and up. Some had over 100. This was before caseloads began to rise precipitously in New York as they

did everywhere during the 1960's. By 1963 the New York City welfare roles were rising at the rate of 1,000 per month.²⁰ By 1967 the increase was so great that in order to keep up the department would have had to open and staff one new welfare center every six weeks.²¹ It was never able to keep up with the demand.

Caseworkers received no training. New staff attended a period of classes on regulations and procedures, got a tour of a welfare center and then went to work with a reduced caseload. Under pressure that reduced caseload became "normal" within a few months. Trainees learned on the job.

The job itself was frustrating. After cracking under pressure and being revived by a bucket of cold water, a mythical Ivan Denisovitch in an early SSEU organizing leaflet pulls his typewriter from beneath his desk and types;

What Ivan can never get...an outside line.
Where half of Ivan's clients are...in-service.
Where the other half are...on the incoming line.
What the object of our program is...service.
What the clients are begging for...service.
What, due to red tape, prerequisites and overwork,
it is impossible for Ivan to give...service
When Ivan gets it from...both ends.²²

"People felt like they were always barely holding the lid down on a pot about to blow," said Al Viani, an ex-president of Local 371. "Those who stayed either went crazy or became enforcers," explained an ex-SSEU officer.²³

Most quit. Personnel turnover during the early 1960's

has become legendary. In 1961 almost half of the caseworkers were in their first year with the department. In each of the three preceding years between thirty six and forty two percent of the staff had left the department. At any given point in time this meant that there were well over 200 caseworker vacancies and more than 15,000 uncovered cases, cases which during emergencies other workers had to handle in addition to their "normal" caseloads.²⁴ Turnovers interrupted the continuity of service to clients, kept the experience level of caseworkers low, wasted department training costs, prevented performance of rehabilitative functions, drained the emotional and physical resources of caseworkers and their supervisors, and sapped the department's reservoir of experienced people to fill future administrative and supervisory vacancies. According to Judy Mage, an ex-president of the SSEU, "no one outside the department ever really understood what turnover did to caseworker confidence and self-esteem, nor the fear supervisors had of over-approval.²⁵ A damaging 'protect yourself' psychology pervaded the department."²⁶

Poor training, bad working conditions, low salaries and the nature of the job, all weighed heavily on the primarily college educated, professionally oriented caseworker and supervisory staff.

To protest these working conditions the SSEU sponsored sit-ins, work stoppages, mass pickets, grievance

meetings during working hours and other activities in various welfare centers across the city between 1962 and 1964. Its leaders championed the caseworker's cause in the press, before city council and at professional conventions. During this period four incidents "made" the SSEU by convincing staff that mass action could be effective, Local 371 was a "paper union" only interested in dues collection and that the department's anti-union personnel practices, if not already dead, could safely be defied. In May 1962 the SSEU led a noontime demonstration of more than 200 workers in front of the Amsterdam Welfare Center to protest the mass transfer of 1,000 cases to that center without a commensurate increase in staff. The Commissioner agreed to assign twelve additional caseworkers to cover the expanded caseloads. He took no reprisals against any of the staff who demonstrated.²⁷

On September 20, 1962 Local 371 threatened to strike if the city didn't come up with a different salary and caseload package than the one already offered during negotiations for its 1963 "contract." On September 23 the SSEU Executive Board voted to recommend that its membership support the strike. A September 24 leaflet apprised the staff of this decision, explained the negotiating issues and urged the staff to prepare for a work stoppage. On September 27, an SSEU membership meeting voted to join Local 371 if it struck. On October 2 the SSEU sought the

formation of a united strike organizing committee with Local 371 to make preparations. However, on October 9 Local 371 cancelled its strike threat set for the 10th and on December 6 signed another two-page Memorandum of Understanding, the provisions of which did not differ substantially from the city's original offer. The staff which had responded well to the possibility of a strike was incensed and the SSEU gained members. The SSEU gained because it had predicted that Local 371 might only be bluffing and because the membership felt that the bluff was aimed at itself rather than the city. Neither the department nor Local 371 made any strike preparations during the twenty-day threat and Local 371 signed a full three weeks before its December 31 contract deadline.²⁸

At 9:00 a.m. on February 28, 1963, the entire Boro Hall staff assembled in the welfare center's auditorium to discuss some pressing grievances, among them the pay increase and sixty case workload limit the December 6 Memorandum had promised. They wanted to know why these provisions hadn't taken effect, especially their pay increase. The meeting had not been planned; it was spontaneous. The case-workers asked the center's director to come down and answer their questions. He refused and gave them five minutes to get back to work. They stayed. The next day, Friday, March 1, the staff refused to enter the center and picketed outside for the entire day, getting excellent television

coverage. Over the weekend more than 120 workers received suspensions in the mail and on Monday, March 4, they all went back to work. The decision to go back was controversial, but the SSEU was not yet strong enough to carry a city-wide fight to the department. The suspensions, except for two leaders (one Joe Tepedino) who got four days each, were revoked. The fact that the staff acted in unison, despite internal differences, and that nobody got fired made the "Incident at Boro Hall" a victory.²⁹

The 1962 Social Security Amendments concerning welfare said that in order for the states to get seventy five percent federal reimbursement caseloads must be reduced to sixty and a program of specifically listed services to clients implemented by July, 1963. If this did not happen the states were required to show proof that they planned to reduce caseloads and that steps had been taken to make it possible for workers to provide the services listed in the 1962 amendments without such a reduction. On July 10, 1963 four SSEU officers, Joe Tepedino, Judy Mage, Dom Cuchinotta, and George Betts, sent a letter to Kathryn Goodwin, Director of the Bureau of Family Services, Department of Health, Education and Welfare, charging that the city had failed to implement the 1962 amendments, especially regarding caseloads, and that it had no plans to do so. Four days later the union sent a similar letter to Anthony Celebreze, the Secretary of

Health, Education and Welfare, charging that the city was only interested in collecting the necessary statistics for increased federal reimbursement, not in providing services. On August 10 all four were suspended and the SSEU's departmental recognition revoked, ~~hence~~ henceforth they could not hold meetings or distribute literature on department premises. On August 13 the SSEU Executive Board hired the four at their normal rate of pay and on October 11 after a hearing they were reinstated by the department.³⁰

In September of 1964 the SSEU petitioned the city Department of Labor for a representative election in the caseworker's bargaining unit, and on October 9 won the election by a margin of almost two to one - 2,642 to 1,411. The victory was overwhelming. The SSEU polled more than twice as many votes as it had members, and Local 371 polled fewer votes than it had dues-paying members. There was some immediate fall-out. The leadership of Local 371 resigned en mass. In order to maintain their credibility among the clerks and supervisors, their successors followed the SSEU into its January strike. Jerry Wurf, President of the AFSCME international, who had worked as AFSCME's organizer in New York from 1947 to 1958 and as DC 37's Executive Director from 1958 to 1964, replaced DC 37's Executive Director, Calogero Taibi, with Victor Gotbaum from Chicago. He wasn't going to lose any more of his New York locals to independents.³¹

When it won the 1964 election the SSEU was a craft

union. Asked why they rejected the trade union model and why they didn't include the clerks and supervisors in the union, Joe Tepedino replied, "As far as the clerks are concerned, we pushed for a professional, technical, homogeneous organization. We did not believe that their inclusion was conducive to an effective union. (They) had no common interests with the caseworkers and that was one of the major problems with the old union - it tried to represent everybody." However, he said that he would have welcomed a militant organization among the clerks which the SSEU could ally with when their interests converged. In fact the SSEU toyed with the idea of helping the clerks to organize and went as far as to draw up a draft charter for an independent among the clerks. However, the clerks weren't too receptive and these plans were shelved when the 1965 bargaining and strike coalition between SSEU and Local 371 explicitly forbade raiding. The supervisors did fit the SSEU craft union model. Why didn't the SSEU petition for a representative election in their bargaining unit in 1964? "At that time," Tepedino explained, "they were more conservative and might have jeopardized the SSEU's goals. Our primary goal was to improve the caseworker's lot and we felt that we had to concentrate on gaining bargaining rights in their unit's titles. (Besides,) before the strike (1965) they were difficult to recruit."³²

The SSEU was also an independent union, unwilling to affiliate with any AFL-CIO union. Again, in Joe Tepedino's

words, "most affiliation structures prevent effective democratic processes - only providing for continuity at the top. We wanted to rule ourselves by the democratic process" and wanted "to make that process open and visible to the membership."³³ Indeed, the SSEU's structure was democratic, painfully so when it counted most of the approximately 8,500 caseworkers in the department as members in 1966 and 1967. The SSEU was run by an Executive Board composed of delegates and alternates elected from each work location as well as the city-wide leadership. The number of delegates depended upon the number of members in each work location. By 1966 the Executive Board numbered over one hundred people. In contrast, Local 371's Executive Board was composed of ten members elected at-large like the city-wide officers and five members appointed by the president. The SSEU made a great deal of the fact that traditionally this structure meant that Local 371 was dominated by clerks and supervisors, not caseworkers who were by far the largest single group of department employees.³⁴

The following five themes dominated the 1962 to 1964 SSEU organizing campaign, its leaflets and demonstrations:

(1) Caseworker salaries were among the lowest of any group of college graduates working for the City, State or Federal governments.

(2) Heavy caseloads and work pressures, along with low salaries, created an unbearable rate of turnover.

(3) Demoralization of staff and the absence of any sense of dignity or professional pride.

(4) Miserable working conditions - overcrowding and a lack of facilities and equipment.

(5) Representation by a company union which owed its allegiance to the administration rather than the staff.

To alleviate these problems the SSEU literature offered five solutions:

(1) Alter the city's Career and Salary Plan to allow proportional increases in pay and financial rewards for experience and education.

(2) Win specific guarantees that caseloads be reduced, maintained at a reduced level and covered.

(3) Change the job - "the job of a welfare worker is an inherently worthwhile job and can be transformed into a stimulating and satisfying job."³⁵

(4) Provide adequate desk space, sufficient out-line telephones, air-conditioning and comfortable lounge areas.

(5) Form a militant union - one willing and able to mobilize staff in support of their demands during and between negotiating periods.

If these five things happened, the literature claims, staff turnover would decrease. The arguments struck a responsive chord and Local 371 lost the 1964 election.

It's important to realize that these issues and solutions were directed not at the department, but at Local 371. Most leaflets attacked Local 371 directly - few,

the department. When the department was attacked during demonstrations and sit-ins, Local 371 was also attacked for its inactivity or lack of support of staff. The SSEU never tired of pointing out that its leaders were case-workers, with caseloads, working in welfare centers ("We are the Staff," is the title of one leaflet), while Local 371's were not. The SSEU was trying to win an election, not formulate collective bargaining demands:

To say that our situation is the fault of the city administration is absolutely true - but that doesn't say anything. We can expect that our employer - whether it be in private industry or in government - will always try to pay as little as he can get away with.³⁶

Since the SSEU planned to try to take the supervisors away from Local 371 in the near future, its organizing campaign against Local 371 carried right through the 1964 bargaining period and the 1965 strike, as did Local 371's defense. These campaign issues and solutions ended up in the city's lap at contract time. Most troublesome to the city and eventually to the union was the union's translation of its implicit promise to alter the nature of the job into specific bargaining demands. To do so the SSEU had to enter the area of departmental policy. This was anathema to the city and, in certain instances, created dissension within the ranks of the union.

But the die was cast. In November and December of 1964 and January of 1965 the SSEU took policy-related demands first to the bargaining table, then into a strike.

They did the same in 1966 and 1967. In doing so they added another item to Commissioner Murtaugh's 1948 list of activities not to be tolerated among public employees. During the next three years, the SSEU would do everything the UPW did, and then some.

CHAPTER TWO

THE 1965 STRIKE

If the city administration had any hopes that the new caseworker's union would be as easy to deal with as Local 371 they were quickly dispelled. On October 15 the SSEU opened its collective bargaining period with a mass demonstration and picket at City Hall.

The 1964 SSEU Collective Bargaining Program reflected the union's organizing campaign issues. Concerning salaries and career opportunities, the SSEU demanded that caseworkers be exempted from the city's Career and Salary Plan so that they could receive proportional increases in pay, financial rewards for experience and educational differentials for graduate school credits.¹ It called for a \$1,300 increase in pay for caseworkers and paid overtime rather than compensatory time off (which staff never had time to take) for overwork. In addition it wanted a fully paid Health and Life Insurance Program with a choice of plans for different kinds of families and a separate, fully paid pension plan for Welfare Department employees. The SSEU also wanted to change the caseworkers official job title from Social Investigator to Caseworker,² eliminate the Department's Trainee title since these people carried full

caseloads anyway and establish a Senior Caseworker title to permit experienced staff with professional skills to engage in rehabilitative service work. The Senior Caseworkers would benefit from lowered levels of approval³ and lower caseloads than those carried by Caseworkers. Finally, the Program demanded free tuition for social work training at C.U.N.Y., an expanded department scholarship program and leaves of absence without pay for graduate study in social work or related fields.

To reduce caseloads and check staff turnover the SSEU demanded caseload maximums of fifty for Caseworkers, thirty five for Problem Caseloads and twenty five for Family Counseling in conjunction with a caseload enforcement clause which would go into effect if the caseload maximums in any center exceeded the contractual limit for more than one month. Such a situation would be considered a violation of the contract and require arbitration. A ten percent personnel reserve would be created and maintained to handle existing uncovered cases and those created by staff turnover or rising welfare rolls.⁴ The SSEU also demanded a number of procedural and policy changes designed to reduce paperwork in the department. Among these were the institution of semi-annual clothing grants to clients, several lower levels of approval and the use of data-processing equipment for all budget determinations. Finally, they wanted reduced working hours and an increase of annual

paid leave to twenty seven days, paid sick leave to eighteen days and six days leave for religious observances. These last three items had been enjoyed by department employees before the Career and Salary Plan went into effect in 1954.

The next group of SSEU contractual demands were intended to deal with the demoralization of staff and the nature of the job. To understand the extent to which the SSEU intended to change the caseworker's job through the four committees established here consider the Introduction to the Collective Bargaining Program:

In an age of increasing awareness of the problems of social welfare, it is incumbent upon any union in a public welfare agency to fight for a program that will benefit the staff members it represents; benefit the recipients it services; help the administration in carrying out its function in the community; and insure that the taxpayer's funds are efficiently administered.

The adoption of the SSE Program will constitute a giant step toward these objectives...fundamental changes must be instituted within the department of welfare to cope with the dynamic changes occurring within our society....The social responsibilities of the department cannot be met without a trained, experienced, and stable staff. Such a staff cannot be obtained without a bold program of reforms.⁵

The SSEU called for the establishment of a Labor-Management Committee to oversee the implementation of the contract, negotiate departmental policy changes (all policy changes requiring an increase in the amount of work and/or personnel were to be negotiated with the union in advance), hear the union's position on all policy changes which affected the caseworkers' relationships with their clients

and negotiate the implementation of Executive Orders which affected the union's ability to carry out its functions as a bargaining agent. Second, the union demanded a Joint Personnel Committee to review all personnel policies. Specifically, people involved in disciplinary actions or special investigations were to be permitted to obtain representation, permitted to consult with their representative during the process and be informed in writing of the changes or investigation well beforehand. Grievance appeals to the city Department of Labor were to be given a full hearing within two weeks and Executive Order #415 revised so that people outside the appellant's job title could represent him. No one was to be suspended pending appeal. Third, the Program demanded the establishment of a tri-partite (labor/management/neutral) Case Decision Appeals Board to provide recourse to caseworkers who felt they were being compelled to carry out seriously incorrect decisions on any of their cases. Its decisions would be binding. Fourth, a list of caseworkers seeking transfers was to be maintained in all work locations. Transfers were to be made in order of seniority from the names on the list. No forced transfers could be made until all voluntary requests were acted on and the center Grievance Committee was to be empowered to block all arbitrary and involuntary transfers. Finally, the SSEU asked that staff meetings be held in each work place at least once a month with a representative

of the Central Office present.

To improve working conditions the SSEU demanded that all centers have centrex telephone systems, air-conditioning, adequate supplies, a comfortable lounge or lunchroom and beverage vending machines. Seven welfare centers listed in the Program were to be renovated or relocated in modern buildings. For itself the union demanded the right to meet in any office during lunch hours to carry out union business, the right for union officers to attend such meetings and a bulletin board in every office where the union could post its literature.

The SSEU made similar demands for the other titles in its bargaining unit; Children's Counselor, Home Economist and Homemaker. The entire Program contained over 200 demands.⁶ In contrast, Local 371's Fall 1964 Collective Bargaining Demands stuck to more traditional union issues - salary raises, educational and experience differentials, overtime, caseload and workload reductions and the use of reserve staff. It wanted the Assistant Supervisor of Social Work title changed to Senior Social Worker with work of a "more responsible nature" assigned and a reduction in the Social Worker training period.⁷ Finally, Local 371 demanded a Health and Welfare fund with a choice of plans paid by the city and an agreement from the city to seek legislation to enable it to pay full pension costs. (To heighten the contrast, the SSEU simply demanded full pension payments.)

At this point Local 371 represented all clerical and supervisory titles in the department as well as some other minor titles. Local 371's demands did not mention the Career and Salary Plan, caseload enforcement, procedural or policy changes or any of the items the SSEU listed under the headings of Working Conditions or the Nature of the Job.⁸

Local 371's bargaining philosophy differed markedly from that of the SSEU. Instead of using the nature of welfare department employment to justify demands to change the job and policy, Local 371 used it only to justify demands for increased salaries and better working conditions. Because New York's welfare system had more ambitious programs and more complex administrative procedures than any other city's welfare system, the "Introduction" to Local 371's bargaining package argued, its employees had more responsibilities and more work than welfare employees elsewhere. Therefore, Local 371 demanded, New York City should "become the leader in setting salaries and working standards for public welfare employees throughout the country." The rest of the "Introduction" contained wage, duty and workload comparisons between New York City's Welfare Department and departments in other cities, reflecting several file folders of research done by union staff during the summer.⁹ This package was compiled by the leadership of 371 which resigned when they lost the caseworkers to the SSEU. The new leadership kept the original package and its basic philosophy, but upped the demands to include

improvements in physical plants and facilities, the establishment of a labor management committee, transfers, the use of department premises for union activities and union-management consultation when the SSEU's inclusion of such demands forced them to do so. They were worried about losing the supervisors to the SSEU.¹⁰ Local 371's proposed contract language on these additional topics was neither as strong nor as specific as that proposed by the SSEU. After the strike, however, with a few significant differences, their two contracts were going to be remarkably similar, Local 371 getting more than it originally bargained for and the SSEU less.

The policy and management issues which the SSEU took to the bargaining table in 1964 and 1965 were not controversial among the membership. Joe Tepedino said "in 1965 we felt we had an identity of interests with the clients, (one) that was accepted universally by the members."¹¹

The administration reacted quickly to the union's Collective Bargaining Program, refusing to bargain on most of the issues presented for one or more of the four reasons described in the introduction to this paper. To the union their reaction looked something like this:

SSEU DEMAND	ADMINISTRATION RESPONSE
1) Repeal of Career and salary plan	1) Coll. bargaining must take place within the Plan. It cannot repeal it.

- | | |
|---|--|
| 2) Elimination of Trainee and establishment of Senior Caseworker titles. | 2) A function of the Civil Service Commission, coll. bargaining may not usurp its power. |
| 3) Increased annual and sick leave, scholarships and education differential; cash overtime pay and a seven hour work day. | 3) These policies come under the Career and Salary Plan and apply to 100,000 other employees. Since the unions involved don't represent a majority, they have no authority to bargain and city negotiators can't make special agreements for individual groups of employees. ¹² |
| 4) Caseload limits | 4) Bargainable but primarily a management issue |
| 5) 10% personnel reserve | 5) The Mayor determines staffing. Coll. Bargaining may not usurp his authority. |
| 6) Office Relocation | 6) A function of the Capital Budget and Site Selection Committees, not Coll. Bargaining. |
| 7) Pensions | 7) A legislative matter which must go to the Mayor's Pension Committee. |
| 8) Breaks and Office supplies | 8) Take it up with the Commissioner. |
| 9) Lowered levels of Approval | 9) An administrative and management decision, not coll. bargaining. |
| 10) Written contract. | 10) Not with the inclusion of the above. ¹³ |

Numbers 2, 5, 6, 7 and 8 above contain a fifth reason put forward by the city for not including certain items in a contract, "not bargainable in this forum." (i.e. before the Department of Labor). Beside the Civil Service Commission, Pension Committee, Mayor himself, Budget Director, Site Selection Committee, and Welfare Commissioner, the Department of Labor argued that other union demands involved the Board of Estimate, City Personnel Director, and even the State Department of Social Welfare and thus did not fall within its purview during contract negotiations.

This argument especially rankled when in late December the Department of Labor brought in the Civil Service Commissioner, who was also City Personnel Director, as an impartial third party to help mediate the dispute. He refused to discuss Civil Service or Personnel Policy related issues in his role as mediator.¹⁴

Thus the SSEU was faced not only with the problem of non-bargainability but with the problem of who to bargain with as well. The Mayor refused to enter the dispute during either the negotiating period or the strike. At the same time he maintained that he couldn't legally turn his statutory powers over to others, especially to binding arbitration.¹⁵ Local 371 and the SSEU argued that since the Mayor delegated various of his powers to the city departments and their Commissioners there was no precedent for doing the same with his agents at the collective bargaining table. Indeed, for some time the Department of Labor had had power to negotiate wage increases. The unions also argued that since the Mayor appointed the various Commissioners he controlled them and could compel them to abide by any collective bargaining agreement he might sign. Finally, since the Career and Salary Plan was developed and implemented by the Mayor he certainly had the power to alter it. The plan itself was arbitrarily imposed only on Mayorality Departments, not other city employees, making it difficult for the city to explain why Welfare Department employees couldn't also be exempted. Similarly, there were

no logical criterion behind the city's decision to impose its fifty percent rule on some issues and not others. In any case the city's posture on the issue of non-bargainability was to give the unions a strong propaganda issue. The Mayor was not living up to his own Executive Order #49 which made it "the duty of New York City to promote the practice and procedures of collective bargaining."¹⁶

Throughout the first fifteen days of negotiations the administration refused to alter its "non-bargainability" stance so on December 3 the SSEU membership voted "No Contract - No work." They were prepared to strike on January 4, the first working day of the new year, if their current agreement, which was to expire on December 31 hadn't been renegotiated. The administration remained adamant and threatened, in the event of a strike, to invoke the State Condon-Wadlin Act which outlawed public employee strikes. On December 23 the SSEU began a 24-hour vigil at the Municipal Building to continue until there was a contract or a strike. On December 28 the membership of Local 371 authorized its Board to call a strike "when it feels that all avenues of bargaining have been exhausted."¹⁷ Both unions informed the administration that they were prepared to strike. That same day Mayor Wagner suggested that the unions and the city select a five-man advisory arbitration panel to consider all issues. On December 29 the unions rejected Wagner's offer because such arbitration

would not be binding on the city, but might be interpreted as morally binding on them. The administration went to court to prevent the strike. On Friday, January 1, Mayor Wagner left for vacation in Puerto Rico and Supreme Court Justice Irving Saypol enjoined the threatened strike, pending a discussion of the merits in court on Monday. That Saturday, in separate mass membership meetings, both unions voted to defy the injunction and on Monday, January 4, they "hit the bricks" in a strike that was to last twenty eight very long, cold days.¹⁸

Both unions were well prepared. Preparedness appears to have been as much a function of employee readiness to have a confrontation with the administration and department as it was a function of union skill in organizing for a strike. Even if a good contract could have been negotiated before December 31, there might have been a strike. Indeed, according to many of the leaders involved, they would have been in trouble with their memberships if there hadn't been a strike.¹⁹ No one wanted a repeat of the abortive 1962 strike threat. The membership understood the strike issues. Reporters who interviewed random employees on picket lines discovered solid membership support for the union's negotiating position as well as the unions and their leadership. The result was an effective strike. Roughly ninety percent of the caseworkers and supervisors participated throughout the strike. The clerks, members of

Local 371, but not included in this round of negotiations (their's was a separate bargaining unit) honored the picket lines in large numbers, over fifty percent staying out the first week.²⁰

Although the memberships of both unions stayed out together during the strike formal intra-union relationships were strained. Early in the month the SSEU rejected the idea of an outright strike pact between the two unions but did agree to negotiate an agreement in principle to support each other's strikes against the department. As far as the unions were concerned their two strikes happened to be running concurrently. This created some difficulties and on the 16th Local 371's Executive Board authorized its leadership "to make any changes necessary in its pact in negotiations with the SSEU without derivating from the trade union principles embodied therein."⁴² During the weekend of the 24th both unions pledged not to settle separately and agreed to establish a Committee for Joint Action to oversee picketing and other strike activities. The SSEU, however, refused joint leaflets or picket signs. Throughout the strike each union kept one eye on the other and one eye on the city. On February 1, the day after both unions voted to end the strike, Local 371, in a leaflet entitled "This is Your Victory," reopened its battle with the SSEU by announcing that Local 371 would begin an immediate organizing drive among department employees.

On the other side, the administration appears to have been caught by surprise. Its actions belied any preparedness for a serious conflict. First the administration publicly committed itself to invoking the Condon-Wadlin Act. The Act, passed in 1947, prohibited all work stoppages by public employees and contained stiff penalties for those who did not strike. Under the Act striking public employees could be reprimanded, suspended for up to two months, demoted or dismissed upon a hearing before their employer. If and when they returned to work they lost their right to a pay increase for six months and had to accept probation without tenure for one year. In addition the Act stipulated that they must be penalized two days' pay for each day they struck, up to a limit of thirty days.²² By 1965 the Act had only been used in six of eighteen possible situations, most of these outside New York City.²³ However, on January 1, before the strike began, the administration took both Welfare Department unions to court under the Condon-Wadlin Act and on January 5, the day after the strike started, dismissed 5,398 workers for participating - the first time the Act's automatic dismissal clause had been used on such a large scale.²⁴ More were dismissed as the strike wore on and the administration, despite the reluctance of Dumpsen and Saypol, pressed for criminal contempt charges against twenty two union leaders for continuing

their illegal strike. By enforcing the Condon-Wadlin Act and arguing publicly that it was legally bound to do so the administration backed itself into a corner where it could not withdraw its prosecution under the Act without appearing to violate the law itself. This is hardly a position an employer who expects to deal with a serious strike places himself. Second, Mayor Wagner made some mistakes that suggest either he or his advisors misjudged the new leadership of both unions and the attitudes of their members. His trip to Puerto Rico and continual refusal to personally intervene in the negotiations certainly were not diplomatic moves. In addition, the Mayor went on television four times to appeal to the union members over the heads of their officers asking them to return to work. One of these appeals was made on the same day that four union officers went to jail for contempt under the Condon-Wadlin Act! Each time he failed. A number of reasons for the Department of Labor's and the Mayor's brinksmanship and lack of diplomacy have been advanced. They may simply not have believed that their once-friendly relations with Welfare Department unions could have changed so drastically. Or they may have thought that this was a battle they could win in the long run because the public would not react violently to a strike which only hurt welfare recipients; or because they thought the recent jurisdictional dispute in welfare had left the two unions weak, disorganized and

unable to work together. In any case neither the Department of Labor nor the Mayor's office had ever negotiated a collective bargaining contract nor dealt with a union which insisted on bargaining in that manner. They'd also never been confronted with a public employee strike. They, like the young leadership of Local 371 and the SSEU, had to learn.²⁵

The strike itself revolved around two issues not included in either of the unions' October bargaining packages. The unions refused to return to work until the administration agreed to suspend all Condon-Wadlin penalties and agreed that all issues were appropriate for Collective Bargaining. Until January 30 these two issues eclipsed all others and prevented attempts at a settlement. The strike dragged on for four weeks amid a bewildering complex of events while various parties attempted to mediate a settlement. On January 7 the AFL-CIO Central Labor Council (CLC) worked out an advisory arbitration formula with Wagner which on the next day it recommended the unions reject when Wagner announced that he reserved the right to refuse to negotiate on some of the recommendations a panel might make. After that Wagner announced on separate occasions that he would enter negotiations personally, accept advisory arbitration or accept fact-finding if the unions would first return to work and accept Condon-Wadlin Act penalties. Local 371 and the SSEU refused and the Deans of New York City's Schools of Social Work began to

work behind the scenes to effect a settlement. George Meany even came to New York to discuss the situation with the CLC and probably call Wagner. Wagner increased the pressure for a settlement. On January 20, nineteen union leaders were fined \$250 and three of them sent to jail. On the 25th the other sixteen went to jail. The CLC increased its support for the strikers. On January 18, 8,000 union members demonstrated at City Hall and the CLC began to collect money for a strike fund from its member unions. On January 28 the CLC held a shop stewards' meeting attended by 1,000 officials from fifty six locals to consider additional actions in support of the striking welfare workers.²⁶

The administration's use of the Condon-Wadlin Act and its apparent refusal to engage in collective bargaining during this period mobilized virtually unanimous union support for the Welfare Department strikers. On January 13, the United Federation of Teachers, a fellow professional union of non-uniformed public employees, sent telegrams to Local 371 and the SSEU condemning the city's use of Condon-Wadlin, supporting the demand for collective bargaining and defending the right of unions to be concerned for the needs of those they serve (a reference to the union's policy demands.)²⁷ The city's insistence on enforcing the Condon-Wadlin Act's penalties strengthened this support. Judge Saypol periodically delayed court proceedings in

hopes that the parties would reach an agreement, but the city kept pressing.²⁸ On January 12 Jerry Wurf, who had returned to New York to handle Local 371's negotiations, publicly charged Mayor Wagner with "union busting."²⁹ Other labor leaders followed suit. At a January 21 CLC meeting virtually every major union official in the city attacked the Mayor's use of the Condon-Wadlin Act. They were particularly angry about the jailing of union leaders. Some of their criticism was directed personally at Mayor Wagner who was sarcastically referred to as "that friend of labor."³⁰ These criticisms must have been particularly galling to Wagner who depended upon labor's support in the up-coming election.

With union support came liberal political support for the strikers. After the Deans of the Schools of Social Work and others understood the union's policy demands, the strikers received support from professional and religious social welfare organizations and agencies. The NAACP which, like the older black supervisors, originally objected to the union's shutting down of welfare centers which served black recipients studied the union's demands for changes in the department and decided to support them. Other civil rights groups did the same.³¹

On January 28 Wagner appointed a special Citizens Task Force "to review and evaluate the present status of the labor dispute in the City Department of Welfare -

especially the issue or issues holding up agreement to return to work."³² By this time the committee of the Deans of Schools of Social Work had worked out procedural agreements for a return to work acceptable to both the unions and the city on all strike related issues except Condon-Wadlin penalties. It's probable that both parties had already agreed to a solution to this problem, but that the administration or unions or both wanted it to come from a prestigious third party to save face. The Task Force didn't meet until 3:00 p.m. on the 29th, and issued its report the next day. To solve the Condon-Wadlin problem the Task Force recommended that the city support a union motion in court to suspend penalties under the Act until a union challenge of its constitutionality was determined by the courts. Both parties were to abide by that determination when it was finally made.³³ To solve the bargainability problem the Task Force recommended the procedure already worked out by the Deans' Committee. This procedure established a five-man advisory fact-finding panel, one member to be selected by each union, two by the city and a fifth by agreement, which would consider and act upon all proposals originally and subsequently submitted by the unions and the city in negotiations. The Deans' Agreement also stipulated that the panel could make recommendations on long-range issues and that "good faith" on the city's part would include action to remove legal or

administrative impediments to the implementation of any of the panel's recommendations. In the Deans' Agreement the administration would also agree that its present salary and classification plans were subject to modification.³⁴ The city agreed to accept recommendations of the Task Force, including the Deans' Agreement, and on January 31, both unions, urged to do so by their leaders from jail, voted at membership meetings to do the same and return to work. On February 1, the strike ended and the next day Judge Saypol released the nineteen union officials from jail.

On February 2, the various parties chose their representatives for the agreed-upon non-binding Advisory Fact-Finding Committee. The administration chose its Budget Director, William Shea, and Theodore Lang, Chairman of the City Civil Service Commission and City Personnel Director. DC 37 sent Paul Hall, President Seafarer's International Union³⁵ (later to be replaced by Jerry Wurf), and the SSEU named its President, Joe Tepedino. Together they named Charles Schottland, Dean of the Graduate School for advanced Studies in Social Welfare at Brandeis University, impartial Chairman. The committee began its deliberations on February 6 with an attack on the administration's labor relations policy and machinery by the AFSCME representatives and concluded on March 4 with the public release of a 103 page report by its Chairman. Although the city was willing to accept Schottland's recommend-

ations, the unions were not.

During the fact-finding process, the unions and the city were unable to agree on wages and both unions objected to the final compromise recommended by Schottland which in most cases was several hundred dollars closer to the administration's offer than their minimum demands. The unions felt that these salary recommendations didn't sufficiently compensate for the month's pay lost during the strike. They also objected to his failure to recommend the institution of paid overtime for all overtime work and his failure to make his recommended advisory arbitration of grievances mandatory ("shall" instead of "should"). The SSEU refused to sign for additional reasons. The report failed to recommend the exemption of Welfare Department employees from the Career and Salary Plan. Other recommendations, although sympathetic to the SSEU demands, were written in language which the SSEU negotiators considered so inexact or permissive as to be virtually unenforceable as contractual language. In his attempt to get the unions and the city to reach an agreement Schottland made wide use of such rhetorical devices as "should consider," "make diligent efforts to," "as rapidly as possible" and "may," instead of the mandatory "shall" or "it is recommended that." These devices dominated the sections of the report on collective bargaining, workload (including caseloads), educational leave and salary differentials, Trainee title

and job description changes, working conditions, transfers, disciplinary procedures and grievance arbitration. The only mandatory recommendations made covered semi-annual clothing grants for recipients, overtime for workers whose caseloads exceeded sixty, Health and Welfare Fund provisions, caseworker title changes, ten percent reserve staff and union use of department premises. It did not sound good to the SSEU.³⁶ Schottland, however, did go out of his way in his "General Statement" and in his introductory passages preceeding each set of recommendations to support the SSEU position on policy matters as well as its view of the welfare system and the caseworker's role in that system.³⁷

During the next two years, according to Judy Mage, his Report served "to create an atmosphere for positive change in the Department."³⁸ Although he failed to get the opposing parties to sign Schottland was not unaware of this possibility and appears to have written the Report with this idea in mind:

It is the hope of the Chairman that the recommendations agreed upon herein will result in greater competence and efficiency if adopted on the part of the Welfare Department employees, improve working conditions, encourage higher standards of personnel, and above all, assist in developing a more wholesome climate in which City officials, Welfare Department administrators, and professional and non-professional staff can cooperate in forwarding the programs of the Welfare Department of New York City.³⁹

It was unmistakably a document written by a professional social worker. Had all of its recommendations been mandatory it would have mirrored the original SSEU Collective Bargaining Program.

Because the unions failed to sign the Advisory Fact-Finding Report they still had to negotiate a contract with the city. They proceeded to do so with the Report as a guide. Although the Report was not legally binding on either party, all parties in the dispute were, in the union's words, "morally committed to implementing its recommendations" because they'd agreed to do so in the Agreement which ended the strike and because the Report had been made public.⁴⁰ The resulting contracts were almost exactly the same as the Report's recommendations except that in a number of crucial sections, collective bargaining, caseload and working conditions, educational leave and salary differentials, Trainee title and job description changes, transfers and other vital areas, the final contracts substituted "shall" for the Report's "should." In addition, specific time limits were set for the implementation of certain contract clauses. Finally, existing grievance machinery was to be maintained, as recommended, but the City agreed to ask the City Council to amend the City Charter to that the Mayor, by Executive Order, could refer grievances to an impartial arbitrator whose decisions could be binding.⁴¹

The final SSEU contract was a breakthrough for public employee Collective bargaining in the city. Its collective bargaining clause provided for bargaining on all matters, including those relating to policy:

It is agreed and understood that the City or the City Civil Service, as the case may be, shall bargain with the union in subsequent negotiations for a new contract or a renewal or extension of the Present Contract or salaries and salary grades, fringe benefits and other prerequisites, promotions, time and leave rules and pay plan rules and regulations, workload, working conditions, change of titles, and personnel practices pertaining to the titles in this Contract.

On those matters which cannot be settled between the Budget Director and the Personnel Director or the Commissioner and the union because of the necessity for other official bodies to become involved, the practice shall provide for complete discussion between parties and an agreement which will result in city action to seek approval from these other bodies, such as the State Department of Social Welfare. The purpose of this provision is to effectuate collective bargaining on all legitimate issues involved in presently established areas for collective bargaining and the city should take steps to put this provision into effect and to eliminate its previous positions of "not bargainable" or "not bargainable at this forum" on questions bargainable in the accepted collective bargaining procedures such as salaries, changes of titles and numerous other such items.⁴²

Although the two welfare unions' Contracts are identical in most respects, the second paragraph above does not appear in Local 371's Contract.⁴³

The strike victory was complete. Both Contracts even included clauses which required the administration to review its entire labor relations policies. These clauses obligated the administration to submit its collective bargaining procedures and its Career and Salary Plan to independent panels empowered to make public recommendations. These panels would include equal city and labor representation.⁴⁴

Final contract negotiations were not completed without some difficulty. The city reacted negatively to the union's draft contracts because they contained deadlines for implementation of some sections, something the Schottland Report did not do, and because they altered the language used by Schottland in some sections making it more specific. On April 15 the SSEU staged a demonstration protesting the city's delay in coming to terms as provided by the Fact-Finding agreement. On June 4 Local 371's contract was signed by the Mayor under the threat of an AFSCME sit-in. On June 7 a number of SSEU members sat in the office of the Mayor's Labor Assistant. While they were there negotiations for the SSEU contract were completed and then it was signed by the Mayor. This welfare labor dispute which began with a demonstration in front of City Hall ended eight months later with a sit-in at City Hall.⁴⁵

The signing of the contracts in the first week of June may have solved the strike's "bargainability" issue, but the Condon-Wadlin penalty issue had yet to be solved. On February 7 the welfare Commissioner asked all employees who participated in the strike to sign a waiver empowering him to impose the Condon-Wadlin Act's mandatory pay deduction penalty if and when the city decided to use it. The unions instructed their members not to sign, but the threat was to hang over people's heads for the next eighteen months.

In August the State Civil Service Commission ruled that all Welfare Department employees who had participated in the strike, some 6,000, were ineligible for any state job. The SSEU, Wagner, New York City Civil Service Commissioner and the state President of the AFL-CIO all attacked the Commission's ruling. At this point the Welfare Department said that it would probably never hold the employee hearings required by the Act - 6,000 hearings would take too much time and effort. In December the State Supreme Court upheld the Constitutionality of the Act. Although the unions decided to appeal and the city agreed to a further stay of the Act's penalties, the attempt to avoid the Act's penalties switched from the courts to the State Legislature. In February, 1966 the State Assembly passed a bill exempting the city's transit workers, who struck the day Lindsay became Mayor, from the Act's provisions. The City Welfare workers were unable to get themselves included in the transit worker's bill, but on February 23 their own bill passed the Assembly and went to the State Senate. Both Lindsay and the President of the New York City Council sent telegrams to the Senate Majority Leader supporting the welfare worker's exemption from Condon-Wadlin. Finally on July 6, 1966, after some extensive lobbying, legislation exempting them from Condon-Wadlin penalties for their January 1965 strike passed the Senate and was signed by the Governor.⁴⁶

Despite these difficulties the SSEU contract and strike were singular accomplishments. Among non-uniformed employees in the city mayoralty departments they led the first successful strike and won the first percentage, rather than step increase in pay, the first choice of fully-paid health and welfare plans, the first collective bargaining clause, the first transfer clause, the first educational pay differential, the first specified workload, the first clauses on hiring practices and reserve staff, the first guarantees of union-management consultation and the first real collective bargaining contract. When the SSEU leadership and members realized their full impact on the city they felt rather invincible.⁴⁷ But there were going to be problems as they moved from an organizing to a representative union and as the forces they set in motion reacted to their precedents.

CHAPTER THREE

COMING OF AGE

In order to enforce their contract and prepare for the next round of negotiations eighteen months hence the SSEU leadership began to tighten the union's organization and enlarge its membership. They developed strong center-based chapters with active grievance workers, adopted a militant posture in dealing with the department and established efficient city-wide mobilization and communication procedures. Finally, they determined to win the supervisory bargaining unit from Local 371 in a representative election.

Enlarging membership and maintaining leadership continuity at the chapter level was difficult. Between July 1965 and December 1966 caseworker turnover was still high with one out of every three persons leaving every twelve months. In addition the department was expanding, necessitating large numbers of transfers from one center to another. To handle the increasing number of caseworkers the department promoted experienced caseworkers, many of the SSEU members, to supervisory positions - up and out of the SSEU bargaining unit. To maintain its

position in the department, the SSEU spent a significant proportion of its organizing resources recruiting Trainees into the union. This brought a number of people into the union who had attended college during the height of the Civil Rights Movement but were ignorant of working conditions and salary levels in welfare before the 1965 strike. They contributed to the SSEU's militancy, its client and policy orientation and its willingness to strike in 1967.¹ The SSEU's organizing appeal to Trainees was similar to its 1962 to 1964 organizing drive against Local 371. In addition it emphasized the militancy and internal democracy of the SSEU and the contractual rights won for Trainees, i.e. reduced caseloads during the six-month training period and an increase in pay at the end of training. Most importantly the SSEU offered its hope for the future, the professionalization of the caseworker's job. This theme runs through virtually every union activity during these eighteen months.² During this period the SSEU also organized the non-casework titles in its bargaining unit, Children's Counselors, Home Economists and Homemakers. Again, a major organizing strategy was to emphasize professionalism, casework over clerk work. For instance, the union fought for and got clerical aides assigned to Home Economists so that in the words of an SSEU leaflet, "much of the burden of clerical work will be removed from the Home Economists, permitting them to carry out their true functions as consultants to staff and clients."³ By December, 1965 the

union had established chapters in every work location with titles represented by the union and had recruited 4,500 dues-paying members.⁴

Grievance chairmen were elected in each work location, trained by the union and empowered to appoint committees or assistants to aid them in their work. The aggressiveness with which these chairmen pursued individual and chapter grievances increased chapter morale and brought new members into the union. After the City Charter was amended, as provided by the union contract, to permit impartial arbitration of grievances in the final step, the union used grievances to help enforce its contract.⁵

During this period the SSEU assumed a militant stance in virtually all of its dealings with the department and the city. It sponsored numerous chapter and city-wide work actions and demonstrations or simply engaged in unexpected behavior. At one point the SSEU convinced city inspectors to inspect welfare centers for violations of building and health codes. The union leadership argued that only militant staff action could create the necessary conditions for welfare reform. A union leaflet distributed at a September 1965 American Public Welfare Association Conference read in part:

If has been our experience that the sane arguments of rational men are not, in themselves, enough to

bring about the long-overdue changes in public assistance. Reasoned argument alone has failed to persuade the controllers of the public purse to invest the funds essential to any meaningful implementation of the 1962 amendments to the Social Security Act.⁶

An unusually high proportion of the SSEU membership and the staff it represented participated in union demonstrations and work actions. By mid-1966 several hundred individuals, Executive Board Delegates and Alternates, Chapter Officers and Grievance Workers, were involved in on-going union activities. The SSEU leadership could contact these union activists directly to participate in a particular work action or demonstration and/or to mobilize others to do the same. The SSEU printed a monthly newspaper and periodically distributed well-written, informative leaflets in every work location. Between June 1965 and December 1966 the SSEU distributed over 160 such leaflets, more than one union communication with staff every other working day. When something important happened the staff heard about it that day or the next morning.

The SSEU became a major presence in welfare centers throughout the city. Relentlessly it pushed the department and the administration on a wide variety of issues in any number of forums. Very little escaped the union's notice or its wrath. At one point the union even threatened the Department of Health with union picket lines and other demonstrations if it didn't significantly speed up the processing of birth certificates necessary for adoptive,

foster and temporary child care placement.⁷ "In those days," said Judy Mage, "we thought we could win anything."⁸

This activity took time to get off the ground. Staff morale was low after the strike. Despite their resolution not to work without a contract they had returned to work without any of the issues in their Collective Bargaining Program resolved. Fact-finding took a month and another three months passed before a contract was signed. During this four-month period staff received no increase in pay and no contractual, hence no union, protection from dismissals and transfers. The union leadership didn't experience an immediate sense of victory either. They had failed to eliminate the Career and Salary Plan. In addition individuals who had participated in the strike had a month's worth of work to catch up on and Condon-Wadlin Act penalties to worry about.⁹ For these reasons virtually no union activity took place from February to June. In late July there were two SSEU demonstrations and one chapter work action against "summer overwork," covering caseloads of workers on vacation. The contract's ten percent reserve clause was designed to handle this problem.¹⁰ But it wasn't until September and the Iris Ascher case that union morale improved. The Iris Ascher case perfectly fit the SSEU self-image. It involved a contract-related individual grievance, a chance to improve on the contract and the Schottland Report, chapter militancy and initiative

and action by clients in conjunction with staff. It's the only incident during these eighteen months which included all of these criteria but it came at the right time for the union.

As recommended by the Schottland Report, the SSEU contract reduced trainee status from twelve to six months and provided for full caseworker status and pay at the end of twelve months. But neither the Schottland Report nor the union contract contained a corresponding reduction in the eighteen-month probationary period before caseworkers could get Civil Service protection. Iris Ascher, from all accounts a tough, intelligent, pro-client caseworker in the West End Welfare Center, who was inclined to berate supervisors who delayed her requests for clients, was fired after seventeen and one half months on the job for incompetence and carelessness. She had received two satisfactory evaluations from her immediate supervisors, one two weeks before her dismissal. The West End SSEU Chapter sat-in the administrator's office to protest her dismissal and petitioned the department saying that they too were guilty of similarly incompetent behavior. The SSEU supported the chapter and called for a September 19 noon-time demonstration in front of the center.

Before the 19th the local SSEU chapter distributed leaflets in the surrounding community inviting recipients to the demonstration. On the 19th almost 1,000 people,

from that and other centers as well as clients from the neighborhood, demonstrated in front of the West End Center. They listened to speeches given from a sound truck provided by the union. The Welfare Department over-reacted. First it refused to reinstate Iris Ascher, then it condemned the union for unethical use of clients and tried to prove that Iris Ascher had been sleeping with another worker during working hours - possibly in client apartments. The union resurrected Ivan Denisovitch for the occasion:

Another (administrator) stood and pointed an index finger at Ivan, 'your supervisor, Miss Dooright, gave you an above average evaluation.'

'Isn't that good?' asked Ivan.

'Good!' he shouted. 'Why immediately we knew that you and Miss Dooright must be having an affair. Our special investigators are at this moment canvassing your clients with photographs of Miss Dooright to find out whether or not you used their homes for your carrying on.'

'But Miss Dooright is sixty years old, sir,' Ivan said.

'Its too late to be ashamed now, young man, you should have considered her age before you acted.'

Although the demonstration failed it increased staff morale.

In a pattern which would repeat itself throughout 1966 the SSEU took its case to another forum and eventually won. When the Commissioner refused to overrule Iris Ascher's dismissal, the SSEU took her case and the eighteen-month probationary period to the City Civil Service Commission. In early March of the next year the Civil Service Commission ruled that the eighteen-month period was unnecessary and could be abolished. The Mayor and State Civil Service Commission agreed, and in mid-April the Welfare Commissioner

reduced the probationary period to twelve months. On May 27 the City Civil Service Commission ruled that Iris Ascher was qualified for reinstatement and soon after that she was rehired. She'd been working as a secretary for the union in the meantime. It was a successful action. There were to be many more like it, but few with such client-participation.¹²

The first in a series of major confrontations between the department and the union over implementation of the union's contract began in late January 1966. The department ordered 250 caseworkers transferred from its Chelsea and Special Services welfare centers to staff a new Bureau of Health Care Services. The 1965 amendments to the Social Security Act included Medicaid, a program providing comprehensive medical services to welfare recipients and other poor. New York City already provided in-patient and clinic care free to medically indigent residents in twenty one municipal hospitals and an equal number of health centers. The administration intended to use Medicaid to help pay for and expand these services. The Department of Hospitals employed several hundred investigators who interviewed patients to determine their eligibility for free hospital care or reduced fees. The only qualification for these investigators, who performed no other duties, was a high school diploma. In order to obtain Medicaid matching funds and handle the expected

influx of applicants under the new program the administration established the Bureau of Health Care Services in the Department of Welfare. Employees of the new bureau would work in the municipal hospitals and health centers conducting eligibility interviews with little or no follow-up, home visits or other forms of counseling. In order to staff the new bureau the city planned to transfer Hospital Department Investigators to the Department of Welfare, upgrading them to casework titles and pay scales. Caseworkers from Chelsea and Special Services who handled the chronically ill and medical care for the aged were to fill the additional jobs needed in the new bureau. The SSEU exploded. The transfers from Chelsea and Special Services violated the contract. They were neither voluntary nor in accordance with seniority. For caseworkers the move constituted a major change in job description. A February 2 SSEU leaflet entitled "Goodbye Caseworkers, Goodbye Casework," predicted, "This could well be the city's first step toward a general downgrading of the job of all caseworkers." In addition, the SSEU opposed the upgrading of Hospital Department personnel involved because they did not meet Welfare Department Civil Service qualifications. In the Welfare Department, each unit supervisor was responsible for five caseworkers. The Hospital Department employed one Senior Investigator for every two investigators. Since Senior Investigators were to be

upgraded to Unit Supervisors over one hundred of the transferred Hospital Department personnel would enter the Welfare Department as supervisors. This, the SSEU argued, would seriously reduce promotional opportunities for caseworkers. The SSEU charged that the proposed changes in administration had not been negotiated in advance with the union and demanded that the department cancel the proposed changes in title and transfers until such negotiations had taken place. Finally the union pointed out that the Medicaid amendments required the provision of certain services in return for federal reimbursement and demanded the creation of a real casework job in the Bureau of Health Care Services.

After a number of demonstrations and two weeks of intensive negotiations the SSEU signed a compromise agreement with the administration and the department on February 16. The caseworkers from Chelsea and Special Services (but no caseworkers from other centers) would work in the hospitals three and one half days a week for a period of two months to help in the certification of Medical Assistance applications. The union also agreed that as many as 300 Trainees could be similarly assigned to the hospitals to do out-of-title work. During this two-month period the city agreed to hire a sufficient number of Hospital Care Investigators to handle the certification of applications and, in consultation with the union, to develop and establish a caseworker title within the new Bureau of Hospital

Services. After the two months elapsed the city agreed to allow all caseworkers doing work under the agreement to transfer to casework jobs in other welfare centers or accept training for the to-be-developed caseworker jobs in the hospitals. No caseworker would continue to do investigative work. The agreement specifically preserved the difference between caseworker and investigator titles and contained provisions for training, working conditions, supervision and union representation for those temporarily assigned to the hospitals.

In April, at the end of the two-month period, the department insisted that the transferred staff continue their out-of-title investigative work in the hospitals. They refused and returned 1,300 certification assignments to the department. The next day the department returned the cases and ordered the workers out into the field to verify eligibility. They refused again, and the SSEU called for a city-wide demonstration. The day before the threatened demonstration the administration and the department signed another agreement with the SSEU which detailed the content of a new caseworker title which included counseling, vocational guidance, assistance with rehousing and other services. The agreement also provided for a training period and contained a city promise not to punish workers who had refused to work as directed in the preceding days. On May 5, the department announced the opening of 200 jobs that required caseworker qualifications in the Bureau of Hospital Care Services.¹³

Local 371 ended up representing the Hospital Care Investigators (HCI's) and the SSEU the new caseworker jobs. Initially the city had offered the HCI's to the SSEU but, after some internal debate about their compatibility with caseworkers, the SSEU rejected the offer. The HCI's went to Local 371 but the administration and the department continued to consider their duties similar to those of caseworkers.¹⁴

The SSEU insisted throughout 1966 that its collective bargaining clause gave it the right to participate in all department-initiated policy decisions. The union further insisted that caseworkers were professionals in the field of welfare, professionals with as much responsibility to their clients as to their employer, and that the department should recognize and treat them as such. The union's aggressiveness when it came to fighting transfers was not so much because transfers were used to discipline staff, as before 1965, but because the union maintained that worker/client continuity was necessary for an adequate maintenance of support and meaningful provision of services. Because caseworkers were the only department employees who actually came in contact with clients, the union argued that they should have the power to independently authorize certain services and additional grants. The union fought for and won reduced case consultation and lowered levels of approval. The department, which

rejected the SSEU concept of casework, ruled that the law never intended for caseworkers to do anything but make recommendations and continued to require at least one supervisory signature on every authorization. The SSEU engaged in a number of policy initiatives of its own. Of particular concern to the city was the union's tendency to link its conception of the caseworkers' role to contract implementation issues during Labor Management Committee meetings. The Committee's impartial chairman, Arthur Stark, not an expert on welfare, appears to have allowed these discussions to influence his arbitration of contract implementation disputes. He accepted the union's argument that rapid implementation of their contract's workload and working condition clauses would reduce staff turnover and increase the quality of services provided to recipients. By doing so he minimized the department's arguments that administrative problems and unique circumstances prevented rapid implementation. Although the union succeeded in winning favorable decisions it was generally unable to force the city or the department to comply with Stark's recommendations.

Throughout the year the department and the city continued to ignore certain provisions of the SSEU contract, to ignore recommendations made during arbitration, to ignore precedents set during grievance appeals and to ignore special agreements concluded with the union. This attitude

along with increasing caseloads during 1966 created a major confrontation between the department and the SSEU.¹⁵

In September, increasing workloads precipitated a number of chapter work actions. In Brownsville all work ceased when the union chapter selected a small group of volunteers to handle emergencies. All other members refused any work, including catching up on their own paperwork or answering their own phones. Other chapters continued to work but set quotas on the number of cases, pendings¹⁶ and intake interviews members would process. One chapter returned all cases over the contractual limit to its center director. The day after the Brownsville work action the SSEU held emergency lunch-hour meetings in every welfare center in the city. On September 8 the union Executive Board met and recommended a work action in which all caseworkers and Trainees would refuse to work on uncovered caseloads except in cases of emergency, return all cases over the contractual limit to center administrators, keeping those in which emergencies were anticipated, visit no more than one pending a week in order to discover possible emergencies and refuse to serve in Intake beyond normal working hours. The Executive Board further recommended that the proposed work action continue until the department agreed to hire a minimum of 500 new caseworkers a month, acquire additional office space where needed immediately, establish caseloads at contractual levels

with the remainder to be defined as uncovered requiring only emergency service, extend or cancel all deadlines falling due during the work action and pay cash overtime to all workers who chose to work on cases over the contractual limit, accept excess pendings or work beyond the regular work day in Intake. If the department initiated disciplinary actions against any employee participating in the union work action any and all centers where such action took place would strike until charges were dropped. The SSEU President informed the Commissioner of the impending work action, and on September 13 the union membership adopted the Executive Board's recommendations, voting to put them into effect on the 19th. The caseworkers would work, but only within their contract.

On the 19th caseworkers tied their excess cases in bundles and physically returned them to the department. The work action got full staff support in nineteen out of twenty seven centers on the first day and twenty three out of twenty seven centers on the second day as well as sympathetic coverage and editorial support in the press. For seven days the union would unilaterally enforce its contract. Although the department threatened to reduce the pay of every worker who took part in the work action it announced on television that it would immediately hire any college graduate who applied for a job. That week the department, which had previously announced that it could

train only 275 new caseworkers in September, hired over 400 and scheduled them to begin training the following week. In all, the department hired over 600 new caseworkers in September and 800 in October. The union pointed out that the new trainees would not be able to handle full caseloads for another six months and on the 22nd voted to continue its work action until the department agreed to pay cash overtime for excess work. On September 26 the union signed an agreement with the city to suspend its work action so that the department could concentrate on hiring, acquire additional office space and show good faith in implementing the agreement. The department agreed not to deduct from the pay of workers who participated in the work action and not to return their excess cases to them. Instead the department would hire 500 new caseworkers each month for the next three months and create a pool of uncovered cases in each center to be handled by reserve staff and new caseworkers only. The SSEU membership voted to ratify the agreement and on the 28th the work action ceased. Neither paid overtime nor the operation of the center caseload pools were fully resolved in the ensuing weeks, but the conflict moved from the welfare centers to contract negotiations in November.¹⁷

Not only were the caseworkers militant in 1966, so were the clients. Mobilization for Youth (MFY), a federally-funded juvenile delinquency project working out of store

fronts on the Lower East Side, found that many of the problems of the families it worked with were related to welfare. Unable to handle these problems on an individual basis without overextending themselves the MFY staff began to organize groups of recipients to fight for their own rights within the welfare system. By mid-year these and other recently formed groups founded the City-wide Coordinating Committee of Welfare Groups (Citywide) under the auspices of the National Welfare Rights Organization (NWRO). Although most of Citywide's major organizing drives took place in 1967 and 1968, considerable recipient protest activity went on in 1966, too. Demonstrations occurred in a number of welfare centers and at the Mayor's office.¹⁸ Initially both Local 371 and the SSEU welcomed the creation of client organizations.¹⁹

During the fall of 1965 a Community Action Committee formed within the SSEU. It proposed to develop liaisons between the union and federally-funded anti-poverty efforts, recipient and tenants' right organizations and more traditional public and private agencies with programs designed to assist the poor. The CAC published information on welfare department policies and procedures for these organizations and its members helped train these organizations' recipient advocates. Citywide used CAC materials in its leadership and grievance training programs.²⁰ The CAC compiled information on programs outside of the Welfare

Department which might be of use to clients. It published lists of these programs that caseworkers could insert in their field manuals. Caseworkers were frustrated, CAC members argued, because of the welfare department's inability to solve problems of poor education, unemployment and discrimination. However, the intelligent referral of clients, with proper follow-up, to programs which did deal with some of these problems gave caseworkers a chance to break the cycle of poverty for some of their clients. A CAC leaflet urged caseworkers to combat client apathy and despair by referring clients to community protest groups where they might learn that positive change was possible if they banded together and took militant action.²¹ This CAC attempt to create tools like its referral lists that expanded caseworkers' abilities to provide services to their clients corresponded with the union's demand for professionalization of the job. The SSEU wanted caseworkers to have the authority, flexibility and time to provide specific services to clients as defined by the 1962 amendments to the Social Security Act; services intended to reduce dependency. However, they went one step further. Union leaders from this period still stress how important they felt it was to be able to perform tangible services for clients, appearing in court as character witnesses, locating adequate apartments, even finding the cash necessary to get a musician's horn out of

hock.²² CAC members and union officials worked together to develop procedures that the department would agree to for meeting recipient demands without putting more pressure on workers so that they could expand the service role.

The CAC also proposed to dispell popular misconceptions about welfare and welfare recipients in order to create a more favorable climate for welfare reform and increase the prestige of caseworkers. As long as the public felt that recipients were lazy and dishonest, CAC members argued, people who worked with them could not expect increased pay and better working conditions.²³

The CAC predicted that its efforts would allay client suspicions of caseworkers permitting an alliance between the union and recipient organizations. In its column in the SSEU News the CAC repeatedly argued that the welfare system thwarted the efforts of caseworkers and clients alike, changes which benefitted one were sure to benefit the other. The union should provide client groups with moral support, information and organizing resources. In return, the CAC columns argued, client organizations could provide valuable political support for union demands and tactical support during work actions, i.e. flooding welfare centers to demand services and emergency grants while the department was understaffed. Together, clients and workers could transform the department, creating the necessary environment for a stable and professional staff.²⁴

A Community Action structure developed parallel to the union's center based chapter structures. Community Action Committees formed, usually among younger union members, in almost every welfare center. These CAC's sponsored lectures by individuals working with poor peoples' organizations in the city and urged their local union chapters to become more involved in community activity. Initially CAC members were not union activists. They participated, but not as leaders, in union activities. However, they had a program for union participation in community affairs and their desire to carry that program out pushed them into active union work. They began to run for union office and by late summer and early fall of 1966 a substantial proportion of the SSEU Executive Board consisted of people who had not been active in union affairs or even department employees during the 1965 strike.²⁵ Many of these individuals came into the union through the CAC. Younger, further left and more pro-client than the staff as a whole, they tended to accept a broader definition of the union's proper role in policy making than most other union members and activists. Many of the elections which elevated them to union office were heavily contested and close.²⁶ With their ascendancy the SSEU developed a reputation for policy-related activities.²⁷

Judy Mage, who became president of the SSEU in February, 1966, received most of the credit from observers for the union's militant struggle to enforce its contract,

support of client organizations as a strategy to reduce workloads and its insistence on procedural and policy changes designed to increase the service aspects of the caseworker's job. Indeed she deserved much of the credit. In 1962 when she brought Manhattan into the union she also brought a major concern for improving service to clients and making the caseworker job more fulfilling. In Brooklyn Joe Tepedino emphasized more typical union issues, salaries and working conditions. The two meshed well. Tepedino's concept of working conditions extended to the nature of the job and Mage considered reducing turnover by increasing salaries a prerequisite for improved service. What became known as the "Mage faction" rarely developed procedural or policy demands that were not also workload related. They did this because the entire membership did not share their concerns and because they couldn't justify such demands at the bargaining table in any other way.²⁸ The "Tepedino faction," although opposing direct union involvement as extraneous to the purpose of an effective union, welcomed the formation of recipient organizations.²⁹ Working conditions and salaries improved after the 1965 strike. The tenants, welfare and civil rights movements as well as the War on Poverty all recruited political support for the poor among the college educated, many of whom then came to work in the welfare department. Although Joe Tepedino finally broke with the

union after his defeat in 1966 because he "didn't want to be associated with (Judy Mage's) policies"³⁰ he had presided over an Executive Committee composed of "Mage" people and the beginning of the CAC's during his last year in office. The Mage presidency was the beneficiary of a union finally ready to carry a continuing battle to the department. She became president just as the union's grievance machinery, communication and mobilization procedures, militant posture, chapter structure and membership base became fully operational.

Although she encouraged their activities Judy Mage claims to have been surprised that during 1966 CAC members became so strong within the union Executive Board.³¹ In retrospect this development is not so surprising. Like Tepedino and Mage, most union activists had joined the union in 1963 and 1964 and worked through the campaign against Local 371, the January strike, four months of contract negotiations and the 1965 transformation of the union from an organizing to a representative organization. They had completed the work they set out to do and some like Joe Tepedino felt tired.³² However, union work throughout 1966 demanded increasing amounts of time and energy from union activists. Newer members, like those in the CAC's, had additional goals for the SSEU which made them willing to engage in union work. Such people tend to end up in leadership positions. The fact that "Mage" and CAC people

dominated the union's decision-making processes throughout 1966 would not have, in and of itself, created a problem. The internal debate between "Tepedino" and "Mage" people had always been one of emphasis. However, when recipient organizations chose to attack caseworkers and the caseworker's service role, the debate over union relationship with client groups and its role in department policy² making divided the union.

An early CAC document on organizing clients assumes an organization primarily engaged in individual client advocacy and appeal work with the caseworker's union training some recipients and some caseworkers to handle such work. The document also discusses picketing and lobbying as additional activities a client organization might engage in but remains vague as to what other forms client direct action might take.³³ Citywide's constituent recipient groups (WRO's) did not follow this CAC model. Citywide, like most NWRO groups, chose the existence of special grants as its organizing tool. The department had yet to develop regulations for the use of special grants for clothing, furniture and household supplies. Citywide determined to force the department to develop minimum standards for special grants. It would then depend upon its ability to coerce approval for such grants out of caseworkers and their supervisors during demonstrations to deliver benefits to its members. Caseworkers would bear the brunt of these

demonstrations because the centers in which they worked were conveniently located in recipient communities. The Mayor, the State Legislature and the Welfare Commissioner, although responsible for welfare policy, were not accessible, nor were they able to authorize special grants. Citywide organized its WRO's around welfare centers.

NWRO made a strategic decision that since poor people didn't vote or contribute to campaigns the only lever they had on the political system was the threat of disruption and riot in central cities. If the organization could sustain such a threat in enough cities, it might be able to win significant welfare reforms at both the state and federal levels. The promise of special grants convinced recipients to participate in demonstrations and the resulting disruption of welfare centers kept the threat alive. Citywide, in order to insure organizational continuity, created a leadership and grievance structure which somewhat paralleled the client advocacy and appeal structure envisioned in the CAC document mentioned above. However, Citywide continued to concentrate its energies and resources on organizing periodic demonstrations in welfare centers for special grants rather than concentrating on individual members' problems with the welfare system.

As if to add insult to injury, Citywide and NWRO denied the validity or importance of services provided by caseworkers to clients. "What" they asked, "can a 23 year old girl from Boston with a B.A. in English tell a mother

about living in New York or raising a family?" Caseworkers were do-gooders and patronizing to boot. NWRO wanted a guaranteed annual income for all, enough money for people to be able to choose what services they desired and from whom. Until such a program passed local WRO's, not caseworkers, would build liaisons between recipients and various public and private agencies with programs for the poor. Until a guaranteed annual income replaced the existing welfare system, caseworkers should make sure that recipients received all of the benefits to which they were entitled. Under existing circumstances, this meant increased paperwork and less time for service to New York City's caseworkers. Judy Mage complained, "Service was not just a matter of a higher grant - the WRO people never understood this."³⁴ Citywide told caseworkers that they could best serve the interests of local WRO's by handing over lists of recipients to facilitate organizing efforts and coming in out of the field to authorize special grants during welfare center demonstrations.

Citywide and the SSEU formed a few temporary coalitions around specific issues during 1966. The most important concerned the semi-annual clothing grant included in the SSEU contract. The department argued that the standard budget contained sufficient funds for clothing and planned to discontinue the grant. On June 30, over 1,500 recipients participated in Citywide's first major City Hall

demonstration demanding, among other things, an increase of ten percent in the standard budget's clothing allowance.³⁵ The SSEU told Citywide about its contract and in mid-July when leaders of Citywide met with a representative of the Mayor they had changed their demands to include implementation of the union contract, especially its semi-annual clothing grant.³⁶ That fall, when Citywide organized local WRO actions at welfare centers to support its demand for a winter clothing grant, the SSEU offered its support. These demonstrations coincided with the SSEU September work action described in a previous section of this chapter. CAC members continued to work with local client groups. However, the basic approach of the SSEU and Citywide to welfare remained incompatible and the resulting conflict between caseworkers and recipients in welfare centers continued.

Citywide continued to distrust the SSEU. In 1966 Citywide suspected that the union was only interested in recipient support for its year-end contract negotiations. That fall, when the union's Community Action Chairman came to a Citywide meeting with mimeographed copies of only those union demands relating to clients, not the whole Collective Bargaining Program, they felt their suspicions were confirmed. A Citywide organizer from this period has pointed out that Citywide opposed most SSEU work actions because they closed welfare centers, the recipients' only source of emergency

assistance.³⁷ Despite these difficulties, the SSEU leadership remained sympathetic to Citywide's demands and demonstrations.

The SSEU rank and file did not always appreciate this attitude. Criticism increased when caseworkers discovered that some CAC members testified against other caseworkers during client appeals. A case which upset some caseworkers took place in November. Two weeks after four WRO welfare center demonstrations the SSEU asked caseworkers to juggle their schedules and paperwork so that they could be in their offices during the next round of such demonstrations. The SSEU instructed its members to process immediately all requests for special grants they might receive that day. The Commissioner said that the union's instructions violated department policy and threatened to suspend any worker who followed them. The union threatened to strike if he did so.³⁸ These incidents precipitated a debate within the union concerning its relationship with clients and its involvement with policy matters.

While the SSEU was having these internal problems its competition with Local 371 continued. Each took every opportunity to criticize the other. These charges and counter charges were not confined to events within the welfare department. The SSEU attacked Local 371 for various policies and positions adopted by District Council 37 and in return Local 371 attacked the SSEU for actions taken by its allies, most notably the Sanitationmen. This

conflict led to countless leaflets, union newspaper articles, even special chapter meetings which drained the energies and resources of both unions.

In 1966 the SSEU moved to take the supervisor's bargaining unit from Local 371 in a representative election. On July 1, when the SSEU published a Draft Bargaining Program for Supervisors, organizing had already begun. City Department of Labor regulations prohibited jurisdictional elections during collective bargaining. Petitions for elections in units whose contracts expired December 31 had to be filed by August 15 so that the Department of Labor could schedule elections before November. On August 8 the SSEU filed signed petitions and membership lists from over half of the supervisors requesting an election. Fifty two days later the Commissioner of Labor ruled the petitions invalid because they did not specifically designate the unions involved. Within two days the SSEU collected another 1,000 signatures, well over the 30% required, on a properly worded petition only to have them rejected by the Commissioner because it was after August 15. The SSEU called for a demonstration in front of the Department of Labor on October 11. Over 200 union members participated. Twenty SSEU members, including Judy Mage, sat-in to protest the department's refusal to schedule an election. Twenty others joined them on the 13th, set up housekeeping in the Commissioner's waiting room and stayed until they were arrested on the 18th. Their protest delayed the

beginning of Collective Bargaining, a major problem for Local 371 which had to negotiate a new contract before its old one expired on December 31. Under Labor Department regulations a jurisdictional election could take place in the absence of a contract.³⁹

Local 371 was in trouble. It could not count on the supervisors and had yet to consolidate its base among the clerks. The SSEU already included among its dues-paying members 700 supervisors.⁴⁰ To hinder the SSEU bid for the supervisors Local 371 filed for representative elections among the caseworkers and homemakers. It failed to get an election among the caseworkers, but the SSEU did have to fight its petition. It succeeded in convincing the Labor Department to hold an election among the homemakers during the collective bargaining period, which it then lost by over ninety percent. In 1964 the homemakers had voted overwhelmingly to stay in Local 371 but had gone to the SSEU as part of the caseworkers' bargaining unit. After the 1965 strike the SSEU successfully recruited them into the union.⁴¹

Throughout 1965 and 1966 Local 371 waged two major propaganda campaigns among the caseworkers against the SSEU. The first called for "One Union in Welfare." Local 371 leaflets and organizers argued that in one union welfare department employees would spend less time fighting among themselves, could present a united front to the

department and the city and might have won more in 1965 with less effort. Local 371 hammered away at the SSEU's apparent inability to enforce its own contract.

Local 371 argued that a single welfare department union, affiliated like Local 371 with DC 37, could easily mobilize political and financial support available in the city to insure contract implementation. Implicit in Local 371's "One Union in Welfare" campaign was an attack on the SSEU's independent status, its lack of affiliation with any AFL-CIO union.

During this period a number of SSEU News editorials and articles, many of them written by either Tepedino or Mage, answered the "One Union in Welfare" slogan. They argued that since 1964 caseworkers had learned that independence was an asset, that they won when they relied on their own strength and that independence improved union responsiveness to members' needs. Because the SSEU collected its own dues, controlled its own resources, rented its own office space and hired its own organizing, research and legal staff, it made its own decisions. Local 371, by contrast, turned most of its dues over to DC 37 and depended upon District Council organizers, lawyers and researchers to do its work. To use DC 37 staff and to get its political and financial support for work actions Local 371 had to compete with other member unions for the Council's attention. By surrendering its dues, Mage and

Tepedino argued, Local 371 surrendered political control over itself to DC 37. While the SSEU Executive Board elected its chief contract negotiations from the ranks of the union, Local 371 had to accept whoever the District Council selected. DC 37 had yet to select a chief negotiator for Local 371 who had ever worked in the welfare department. Such an individual, they argued, would never fully understand or support demands related to the professionalization of the job. Within DC 37 caseworkers would always constitute a professional minority and, like Local 371's supervisors, find their professional concerns forgotten or ignored. Finally, they pointed out that for eight years one union, affiliated with DC 37, had actually existed among welfare department employees, Local 371, and that in 1964 the caseworkers overwhelmingly rejected it in favor of the SSEU.⁴²

However, the SSEU was not entirely content to remain unaffiliated. In December 1965 the SSEU invited representatives of other welfare department employee unions, most of them independents, to New York to discuss the possibility of creating a national organization. The meeting led to a July convention in Chicago which founded the National Federation of Social Services Employees (NFSSE) with the following goals:

To promote the use of collective bargaining...
and foster the highest level of professional
standards among social service employees...

To raise salaries (and improve terms of employment) commensurate with experience, responsibility and education of social service employees...
To humanize the practices and policies of all agencies...and insure that clients receive the full extent of their legally entitled benefits...
To promote national, state and local legislation designed to further the goals of the Federation...⁴³

Soon thereafter the SSEU membership ratified the Federation's constitution and voted to join. By December 1966 the Federation had ten member unions in six urban states, California, New York, Illinois, Indiana, New Jersey, and Maryland.⁴⁴ Also that year the SSEU seriously considered forming a joint alliance with the Uniformed Satitationmens' Association (USA). John DeLury, President of USA, presented the case for an alliance at an October 31 SSEU Executive Board meeting and received an enthusiastic welcome. Jack Bigel, one of DeLury's aides and an ex-UPW member who left the department in 1951 to help found Teamster's Local 237, also spoke. The plan fell through when the SSEU realized that the USA wanted to dominate the proposed alliance.⁴⁵

The SSEU leadership found it much more difficult to answer the second Local 371 propaganda campaign among caseworkers. Local 371 accused the SSEU of organizing the clients who demnostrated against caseworkers in welfare centers. Although the SSEU never actually organized clients, it did support the goals of recipientsorganizations, provide funds for buses and other organizational needs and make the position of CAC chairman a salaried pffice. Some

CAC people did work closely with local WRO's and the union CAC Chairman did attend all Citywide Executive Board meetings.⁴⁶ The union did support Citywide's fight for minimum standards, and when they won, did print and distribute minimum standards lists to caseworkers - creating more paperwork. The union asked its members to make the distinction between these activities and actually organizing recipients. A number of caseworkers and supervisors who worked in offices where demonstrations had taken place refused to see the difference.

Local 371 charged that the SSEU CAC activities and policy-related initiatives revealed that the union leadership intended to go to the bargaining table with demands that only affected clients, that it intended to use union strength and union resources to support demands that didn't affect workers. In response, the SSEU argued:

We believe that welfare must develop services and make them available to every recipient. Only then will the casework process in welfare produce results. Only then will our jobs be meaningful. The SSEU is on record as a professional union dedicated to changing the job both in salary and content.⁴¹

To caseworkers this rebuttal must have lacked the force and clarity of Local 371's attack:

Local 371 is a trade union...We believe that all the resources and personnel of our union should devote themselves solely and exclusively towards the interests of our membership, and not for the interests of client groups...To those of you who believe that a trade union should devote itself exclusively and solely to your interests - the interests of staff,

and who believe all union personnel should work only for you, then join Local 371.⁴⁸

Judy Mage admits that Local 371's position found acceptance among some members, "We began to lose the loyalty of a certain chunk of the staff." Some union members suggested that if they'd really wanted the supervisors, their community action activities were ill-timed.⁴⁹ However, leaders of Local 371 at the time claim that the SSEU would have won a jurisdictional election among the supervisors.⁵⁰

This is a moot point. The Commissioner of Labor refused to reverse his ruling and the election never took place.

As if all these problems weren't enough, a number of other developments in 1966 made it harder for the SSEU to enforce its contract.

During the 1960's welfare caseloads increased dramatically throughout the country. Nowhere did they increase more than in the cities of the Northeast. Francis Piven and Richard Cloward show that the bulk of that increase took place in the latter half of the decade, a virtual "explosion" in the relief roles. Between December 1964 and February 1969, the period of the SSEU's existence as an independent union, the AFDC caseload alone in New York City increased from 81,000 to 192,200 families.⁵¹

The administration of the New York City Welfare Department, understaffed like most other city welfare departments, simply couldn't cope with the increase. The

more caseworkers they hired, the more they needed. The 1,200 caseworkers they hired within two months of the 1966 SSEU September work action didn't begin to stabilize caseloads near the contractual limit of sixty. In October 1965 the department had authorizations for eleven new welfare centers and predicted that it would need an additional six the following year for a total of seventeen new centers. Locating sites and getting approval from the Board of Estimate took time, and by October 1966 the department had yet to open a single new welfare center. They had, however, started work on thirteen, three to open later that fall and ten during the following year.⁵² If they'd hired enough caseworkers to reduce caseloads between June 1965 and December 1966 they wouldn't have had anywhere to put them.

On January 1, 1966 John V. Lindsay became Mayor of New York City. He did so with the support of the city's Black and liberal communities and without significant help from labor. He had had little experience with labor as a Congressman and New York's labor leaders had had little experience with him. After twelve years of friendly relations with Mayor Wagner they were thoroughly prepared to distrust a Republican who owed them nothing. After suffering through a thirteen day transit strike which commenced the day that he took office Lindsay was not likely to be

friendly toward militant public employee unions, especially a union in welfare whose insistence on enforcing its contract, signed by the previous administration, hindered his attempts to institute reforms designed to benefit the Blacks in his electoral coalition.

In 1966 when the courts certified its 1965 election victory in the city Hospital Department among clerical and aide titles, District Council 37, AFSCME, became the majority union among mayoralty department employees.⁵³ From all accounts Lindsay relied heavily upon Victor Gotbaum, Executive Director of DC 37 and one of the few city labor leaders friendly toward his administration, for advice on labor matters. Local 371 and SSEU leaders agree that this relationship undoubtedly contributed to the SSEU's inability to force the City Labor Department to hold a representative election among welfare department supervisors, affiliated with AFSCME.

In June of 1966 Lindsay appointed Herbert L. Haber Director of Labor Relations, a new city office. Haber had the responsibility for coordinating all administration collective bargaining efforts and the authority to screen all agreements before they went to the Mayor for his signature. Previously the city Budget and Personnel Directors and Labor and Civil Service Commissioners had shared these powers.⁵⁴ Haber's appointment and power gave Gotbaum one individual with whom he could work out the details of changes

in city labor relations policy approved by the Mayor. Haber turned out to be a very tough and able negotiator.

In 1966 Lindsay faced the expiration of contracts involving 115,000 city employees and, not wanting a repeat of his experience with the transit workers, made reform of the city's labor relations policies and machinery one of his top priorities. He urged the committee of labor, city and neutral representatives established by Wagner under the 1965 SSEU contract to complete its review of the city's existing labor relations procedures and submit its recommendations for an alternative structure.⁵⁵ Victor Gotbaum chaired the committees' caucus of labor representatives. The SSEU was not involved. In March the committee submitted its recommendations in what became known as the Tri-Partite Agreement, and Lindsay accepted them. Tri-Partite would institutionalize AFSCME's ascendancy among Mayorality department employees and severely limit the scope of collective bargaining already enjoyed by some city unions.⁵⁶

Tri-Partite limited bargaining on overtime, time and leave rules, pensions and other items covered by the Career and Salary Plan to employee organizations or groups of organizations representing more than fifty percent of all Career and Salary Plan employees. Among its combined locals District Council 37 already represented more than fifty percent of such employees. This regulation

gave it a powerful organizing tool, only it could negotiate for these benefits. In the Welfare Department this meant that while Local 371, affiliated with AFSCME, could participate in negotiations on behalf of its members for these items, the SSEU could not. Tri-Partite established an independent Office of Collective Bargaining (OCB) to resolve disputes about the intent of its regulations, determine collective bargaining units and certify collective bargaining agents. The OCB's governing board would consist of two representatives from labor, two from the city and three mutually acceptable impartial members. Although all city employee unions would come under the OCB's jurisdiction only unions which signed the Tri-Partite Agreement and agreed to abide by its regulations could become members of the Municipal Labor Committee (MLC) which had the power to choose labor's representatives on the OCB Board. Since AFSCME dominated the group of unions which helped write the Tri-Partite Agreement and since that group became the original MLC under the Plan, AFSCME would control labor representation on the OCB, permitting it to influence more than any other union, its important bargaining unit determination and agent certification decisions.

The Tri-Partite Agreement limited the scope of collective bargaining by specifically excluding a long list of management prerogatives from the negotiating table:

It is the right of the city, acting through its agencies, to determine the standards of services to be offered by its agencies; determine the standards

of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty...for legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The city's decisions on these matters are not within the scope of collective bargaining, but, notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees, such as questions of workload and manning, are within the scope of collective bargaining. Assignment of employees to duties substantially different from those stated in their job classifications may be the subject of grievance procedures.⁵⁷

For the SSEU, this clause meant no contractual clauses regarding Senior Caseworkers, dismissals, suspensions or transfers, labor-management committee negotiations on improvements in welfare department procedures and policies, caseload limits or reserve staff and no protection against out-of-title work. The intent of the practical impact clause (underlined above) was not clear. It was clear, however, that the OCB would overrule any attempt by the SSEU to bargain around the above issues. If the SSEU signed the Tri-Partite Agreement this one paragraph cancelled its existing collective bargaining clause and made its concept of professional unionism virtually impossible to carry out.⁵⁸

In effect Tri-Partite eliminated one of the major causes of public employee unrest identified by Department of Labor staff during Wagner's administration. Wagner tended to grant a large number of bargaining certificates, over twenty in the Welfare Department alone.⁵⁹ Raymond

Diana, who worked for Wagner in the Department of Labor, described the effect of creating many rival unions in each department:

In my nine years, almost every strike or threatened strike was because of inter- or intra-union rivalries. Factions or rival unions had to prove their courage so they threatened a strike. Then the city has a problem, whatever the reason, a strike is a strike. The city can compromise on dollars and cents, but you can't compromise principles - especially if the city's principles aren't even involved.⁶⁰

Tri-Partite solved both problems. It created the possibility for one union to become dominant, a union which over the years had remained internally stable, and restricted bargaining to financial matters. That fall the Patrolman's Benevolent and Uniformed Fireman's Associations agreed to submit to arbitration a number of workload demands, one of which involved the manning of patrol cars and fire engines. Both unions had signed the Tri-Partite Agreement and agreed to negotiate within its regulations and both agreed that the arbitrator should rule on the bargainability of workload and manning issues under Tri-Partite. The arbitrator, Peter Seitz, an original member of the Tri-Partite committee, ruled that workload and manning decisions belonged exclusively to management and therefore were not bargainable. However, he ruled that the effects of management decisions were bargainable under the "practical impact" clause and that unions could seek compensation for such effects in the form of increased wages, overtime and reduced hours at the negotiating table.⁶¹

On April 28, 1966 the SSEU organized a coalition of nine minor unions, Teamsters Local 237 and itself, representing approximately 30,000 city employees, to oppose the Tri-Partite Agreement. This coalition, the United Committee for Collective Bargaining (UCCB), and the Uniformed Sanitationmen's Association (USA) constituted labor's major opposition to Tri-Partite. Others either ignored or supported the Agreement. Unions representing over 100,000 employees signed the Agreement. Some thought that a loose alliance of unions built around the SSEU and the USA could eventually compete in membership and strength with District Council 37. On June 1 the UCCB sponsored a demonstration at City Hall of between 4,000 and 8,000 city employees. After this show of force they succeeded in delaying City Council action on those parts of the Tri-Partite Agreement requiring its approval. The Mayor planned to institute the rest by Executive Order. In the long run they failed. The Office of Collective Bargaining began operation on September 1, 1967. After the June 1 demonstration, however, Lindsay abolished the existing Career and Salary Plan and began preparations to replace it with a more equitable one.⁶²

One other change took place in 1966 which also adversely affected the SSEU's ability to enforce its contract. In February Lindsay appointed Mitchell I. Ginsberg, an Assistant Dean of the Columbia School of Social Work, Welfare Commissioner. At first the SSEU welcomed the

appointment of a liberal professional and Ginsberg indicated his sympathy with the SSEU's desire to reform the welfare system. This relationship deteriorated rapidly. Ginsberg waited for the results of a number of experiments with new procedures taking place in some welfare centers and instituted some experiments of his own. The SSEU opposed the delay. It told Ginsberg that if he wanted to improve services to clients he should implement the union's contract and expand some of the experiments to the rest of the department without delay.⁶³ With some of his administrative changes thwarted by union activity, especially the SSEU's opposition to transfers, Ginsberg began to complain that "labor-management contracts cannot be the vehicle by which reform in public welfare is accomplished."⁶⁴ In November when the SSEU issued its own guidelines to caseworkers on what to do during recipient demonstrations, Ginsberg charged that the union was "attempting to arrogate to itself the authority of administering the Department."⁶⁵

Ginsberg undoubtedly opposed the caseworker's concept of themselves as professionals. Throughout the 1960's social work professionals resented the public's tendency to call welfare department caseworkers "social workers." Many state National Association of Social Workers chapters submitted legislation to limit the title "social worker" to people with professional credentials, Masters or Doctoral degrees in Social Work.

For the SSEU, then, 1966 meant continual struggle. Its contract implementation fight, conflict with Local 371, internal conflict over community action, opposition to Tri-Partite and change from an organizing to a representative structure exhausted its human and financial resources.

The city, supported by Tri-Partite, never really gave up its argument that the SSEU threatened managerial prerogative. The department viewed the union's contract "as a statement of goals" and when Haber took office, he called it "impossible and unrealistic."⁶⁶ In a 1966 interview, Anthony Ruffo, a Department of Labor representative present during many of the administration's confrontations with the SSEU, argued that collective bargaining was a privilege granted by the city, that the city was not legally compelled to bargain and that it could not be compelled to comply. Indeed, he argued, it could nullify such a contract at any time. The city would try to implement its labor contracts, but was under no obligation to do so.⁶⁷ As early as July of 1965 Wagner had threatened to break the SSEU contract if its "insubordination" continued.⁶⁸

Whatever their rhetorical positions, neither Haber, Lindsay, Ginsberg nor Gotbaum had any reason to aid the SSEU, in fact it was in their interest to oppose it. They appear to have thwarted it at every opportunity.

The city began November 1966 contract negotiations by refusing to bargain outside of the provisions of the Tri-Partite Agreement and demanding the exclusion of all provisions of the 1965 contract which conflicted with Tri-Partite from any new contract. The SSEU entered the negotiations determined to exclude itself from Tri-Partite. Its Collective Bargaining Program included contract enforcement clauses with penalties for non-implementation and provisions which, if enacted, would substantially alter some welfare department policies and procedures.

CHAPTER FOUR

THE 1967 STRIKES

The changes discussed in the previous chapter altered the SSEU's relationship with the labor, political and professional forces which contributed so significantly to the union's 1965 strike victory.

In 1965 the SSEU received unanimous labor support during its twenty-eight day strike for three reasons: the participation of an AFL-CIO affiliate (Local 371); the administration's apparent refusal to engage in collective bargaining; and the city's use of Condon-Wadlin Act penalties. By January 1, 1967 both Local 371's clerical and supervisory chapters had signed contracts with the city. These contracts which contained Tri-Partite's management prerogative and anti-strike clauses took Local 371 out of any strike discussions. The contract's existence prevented the SSEU from raiding the supervisors to increase its strength. The majority of AFL-CIO unions felt that the labor relations machinery proposed under Tri-Partite and already informally adopted by the city's Office of Labor Relations satisfactorily resolved the three major problems which created the 1965 crisis.

In 1965 the city had no single agency responsible for labor relations or contract negotiations. By 1967 the city's Office of Labor Relations coordinated these duties and planned to do so until replaced by the Office of Collective Bargaining proposed under Tri-Partite. In 1965 the city had no impartial impass procedures. The unions refused to accept the argument that Department of Labor personnel and other city employees like the Personnel Director and Civil Service Commissioner used extensively by the city in mediation were truly neutral parties. They owed their allegiance to the Mayor. By 1967 the Director of Labor Relations agreed to use mutually agreed-upon third parties in mediation, fact-finding and arbitration as suggested by Tri-Partite until similarly impartial procedures under the Office of Collective Bargaining went into effect. In 1965 city unions, especially DC 37, AFSCME, opposed the manner in which Wagner determined bargaining units and granted representative certification. The ease with which the SSEU received recognition and dues check-off privileges in 1965 angered AFSCME. AFSCME was especially upset that the SSEU could collect dues from supervisors even though it couldn't represent them at the bargaining table.¹ In 1965 and 1967 some supervisors actually worked on the SSEU negotiating teams. The proposed Office of Collective Bargaining would make bargaining unit and certification decisions under regulations designed to prevent such crossovers. In the meantime the Office of Labor

Relations promised to abide by Tri-Partite's recommendations. In 1967 Haber refused to negotiate with SSEU representatives who were supervisors or to give them leave to participate in negotiations. Most union leaders accepted Tri-Partite's solution to the bargainability problem. They believed that the SSEU's subsequent insistence on the bargainability of all issues was beyond the scope of proper trade unionism.²

By 1967 the Condon-Wadlin Act was dead. Although its replacement, the Taylor Law, would not go into effect until September 1 the administration refused to invoke the Condon-Wadlin Act for the remainder of its term.³ The Taylor Law directed its sanctions at unions rather than employees, providing for fines of up to \$10,000 or one week's dues for each day on strike and/or loss of dues check-off privileges for up to eighteen months. Although the new law retained possible penalties for striking employees, it only mandated punishment of union leaders, fines of up to \$250 and/or imprisonment of up to thirty days. The remainder of the law's provisions were discretionary. Under the law municipalities had to seek injunctions and penalties against union leaders. The law's provisions did not apply to New York City although they did require the city to establish substantially similar procedures and penalties under its Office of Collective Bargaining.⁴ The administration would not invoke the Taylor Law against its political allies, specifically AFSCME, but would use the law's provisions against the

teachers and sanitationmen. Condon-Wadlin had not permitted such discretion.

In 1967, then, the SSEU could only count on support from unions opposed to Tri-Partite or the ascendancy of District Council 37, the UFT, USA, TWU, and Local 237, IBT. Without widespread union support the SSEU would also not receive the same political support it had enjoyed in 1965. Political support for the union in 1967 came only from a few state legislators and two borough presidents, Herman Badillo and Percy Sutton, who represented primarily Black and Puerto Rican constituencies.

In 1965 the Deans of New York's Schools of Social Work contributed substantially to the tone of the strike settlement, fact-finding report and final contract. By 1967 the professional attitude toward public assistance had changed and the Deans chose to support their colleague, Welfare Commissioner Ginsberg. In 1962 social work professionals told Congress that a humanistic approach to rehabilitation, individual family counseling and referral by caseworkers with the provision of comprehensive services to clients, would best serve to put recipients back on their feet and into the work force. Congress agreed and the 1962 Amendments to the Social Security Act included financial incentives to states to provide such services. In 1967, faced with rapidly rising AFDC caseloads, Congress reversed itself, emphasizing concrete services to recipients

willing to work, establishing a compulsory training program for certain recipients and freezing AFDC reimbursement to states at current levels. The professionals also abandoned the coordinated services strategy for reducing dependency and began to emphasize manpower training and income maintenance instead.⁵ They looked for ways to improve the welfare systems income distribution procedures rather than its provision of services. The Deans no longer supported the SSEU's emphasis on the provision of personal services to their clients. Ginsberg began separation of service and income maintenance experiments in one welfare center, which the SSEU opposed, and later would lobby vigorously for Nixon's Family Assistance Plan as a foot-in-the-door for income maintenance.⁶

Finally, unlike 1965, in 1967 the SSEU had neither surprise nor solidarity on its side. Since 1965 the administration had learned that it could expect almost anything from the SSEU, but in 1967 it knew that the supervisors and clerks were not going to strike. Based on its experience in 1965 when it was able to get recipient checks in the mail without the help of most department personnel, the administration must have known that if only the caseworkers went out in 1967 it could keep welfare centers open, handle emergencies and mail out checks without much difficulty. Throughout 1967 personality conflicts and factionalism exacerbated the internal debate over client organization begun in 1966 within the SSEU and some leaders, worried about

Condon-Wadlin and the ability of the union to carry out a successful strike, wanted to drop some of the union's policy-related demands.

Considering the changed political and labor relations climate in the city, the SSEU's 1966 Collective Bargaining Program reveals a complete unwillingness on the part of the union to accept either Tri-Partite or the Seitz arbitration. The legal-sized, 110-page document contains extensive policy, workload and manning sections. Although built on its 1965 Collective Bargaining Program, the Schottland Report and its 1965 contract the 1966 Program also reflects the union's contract implementation experience. During 1966, for instance, the union felt compelled to take hiring quotas and recruitment ideas to arbitration in order to force the city to implement its sixty caseload limit and ten percent reserve staff clauses. The 1966 Collective Bargaining Program called for the inclusion of such matters in the contract. During the summer the union established committees in each welfare department bureau (Special Services, Public Assistance, Child Welfare, Health Services) to formulate demands peculiar to the nature of the caseworker's job in each bureau. The appropriate union officers or committees wrote the special sections on grievance, transfer and other procedures. A separate union committee reviewed departmental policies and procedures and wrote the union's policy or professional demands. Another union committee concentrated on salaries, differentials, pensions and other financial benefits.⁸ The union also emphasized

protection issues. The resulting document was both comprehensive and specific. Here a few examples will suffice. The proposed contract would require the administration to enter negotiations with the FHA for the construction of 221 (d) (3) housing in return for which the welfare department would promise to cover down-payments, maintenance and other fees for recipients. It would require the department to establish a union-management committee to review all welfare department forms and recommend changes, hire 500 new caseworkers each summer and 700 new caseworkers each month, relocate eleven welfare centers and renovate four, establish new day-care centers and open a boarding house for unwed mothers. The department would have to hire consultants to iron out the bugs in its Electronic Data Processing experiment by April 1, 1967 and expand it to cover all welfare centers by January 1, 1968. To reduce workloads the department would pay recipients actual utility costs and a telephone allowance, provide semi-annual clothing, household supply and furniture grants and bring recipients' standard budgets up to the federal poverty level providing a yearly cost of living increase thereafter. For caseworkers the union demanded a \$1,600 salary increase, tighter transfer procedures, specific workload guarantees, additional pay differentials and fractional pay (a caseworker with a caseload of seventy eight, twenty percent over the contractual limit, would receive a twenty percent increase in pay) as well as

increased overtime compensation. The union pointed out that the city only paid one eighth of their salaries with the federal and state governments picking up the tab for the rest. The contract included everything from the type of wiring in welfare centers to length of time requests for household replacement items could be delayed.⁹ The union supported each demand with a brief explaining how that demand would affect recipients and caseworkers.

In its leaflets and other communications with members the SSEU did not emphasize its professional demands. Instead, it emphasized its wage, transfer, senior case-worker (an advancement opportunity) and salary differential demands. In its introduction the committee which developed the professional demands for the union argues:

According to the department's advertising "A career in Social Service awaits you as a case-worker with the NYC Public Welfare Program." Yet the most pervasive and persistent conditions under which NYC Department of Welfare caseworkers must do their jobs prevent fulfillment of that promise. Perhaps the most inescapable for the case-worker is the unspoken but obvious hatred and mistrust his clients feel toward him. A close second, however, is the constant knowledge that not only is he not able to provide meaningful help or service, but he is usually engaged in time-consuming and unrewarding activities, which his clients can only perceive as harrassment and which intensify the unspoken hostility.¹⁰

In its cover letter to Judy Mage the committee makes a somewhat different argument:

By adopting this, the union can put the city on the defensive for once. We will be truly in the forefront of one of the most progressive movements in the country. And have the effect

of placing the whole issue of managerial prerogatives in a new light. This is a challenge to the city and the Department to be truly flexible.¹¹

Judy Mage explained that in the early days the union's approach to its membership was direct. "Tepedino felt that the truth was effective and that the union shouldn't lie or exaggerate. He didn't think how the failure to sign the fact-finding Report in 1965 would affect membership morale. By 1967 issues were much more numerous and complex and we spent much more on how to interpret events to the membership."¹²

The administration responded to the SSEU 1966 Collective Bargaining Program with its own demands that the union sign Tri-Partite's no strike - no work action and management prerogative clauses. The administration demanded that the union agree to drop its transfer and case-load contract provisions in favor of language which made them discretionary rather than mandatory. It also demanded that the union drop its all-inclusive collective bargaining clause and accept memoranda from the Commissioner on changes in workload, manning, working conditions and other areas. The Commissioner, the administration said, could discuss these and issues of policy and procedure informally with the union. Such discussions could result in non-binding commitments to resolve differences. Finally, the administration offered to discuss the establishment of a Caseworker Assistant title requiring only a high school

degree. The administration failed to make its own wage offer, refused to negotiate most demands prohibited by Tri-Partite and threatened to end negotiations by invoking arbitration before the SSEU had even presented all of its demands.

On December 16, the SSEU Executive Board authorized its leadership to call a strike on January 3, the first working day of the new year, and the union began a "Save Your Money" campaign. On December 21, over one thousand SSEU members demonstrated in front of the main offices of the Welfare Department. After the demonstration the administration agreed not to invoke arbitration and agreed to negotiate on a daily basis. The Commissioner joined the negotiations for the first time. On December 27, after their negotiators explained that some progress had been made, the SSEU Executive Board voted to extend their contract and strike deadline until January 15. On January 11, over 1,000 SSEU members demonstrated again, this time outside the New York City offices of the state Department of Welfare.¹³

In a message to members in early January, the SSEU President characterized the city's bargaining position as one advocating "overwork and underwork." The union had always argued that high staff turnover, still over thirty percent, was a major cause of high caseloads and that the department should in addition to increasing recruitment, reduce paperwork and increase salaries, promotional

opportunities and job satisfaction in order to keep its caseworkers. The administration refused to discuss working conditions, caseload limits and departmental procedures which might reduce workload, hence advocating "overwork." Instead the administration offered to establish an Assistant Caseworker title to handle certain routine cases. Instead of the 1,500 Senior Caseworkers demanded by the SSEU the city offered to hire 400 Senior Caseworkers and 800 Assistant Caseworkers, with fewer skills, less education, and less training than caseworkers, hence advocating "underwork." The administration refused to discuss caseworker recruitment quotas or caseload limits for Assistant Caseworkers but would agree to a contract clause promising that no changes in the department would result in caseworker layoffs. Since turnover remained high and since the city wouldn't promise to retain the present ratio of caseworkers to caseload, Judy Mage suggested that the administration was not only interested in reducing the service role of caseworkers, but that it also wanted to reduce the total number of caseworkers by replacing them with Assistant Caseworkers.¹⁴

In January the administration offered the SSEU the same salary package negotiated for the Hospital Care Investigators by Local 371. Local 371 had succeeded in getting the HCI's moved into the caseworker salary grade with a substantial increase in pay. The SSEU considered

the offer an insult and on January 12, the SSEU membership voted to strike beginning the 16th. Although negotiations continued and the union, through Haber, received two letters from the Commissioner agreeing to take action on nine of the items included in the union's demands under workload and manning and promising to improve recipient housing, expand the use of data processing and reconstitute the department's training program, the SSEU struck as planned on the 16th. Between sixty five and seventy five percent of the caseworkers participated in the strike. On the evening of the 18th, the SSEU membership voted to return to work, accepting the administration's offer of immediate fact-finding on wages and fact-finding on all other unresolved issues after an additional week of intensive negotiations. Although the SSEU leadership pointed out that they'd accepted the same offer, fact-finding on all issues, after their twenty-eight day strike two years earlier over one third of those present during the often stormy meeting voted to continue to strike.¹⁵ The leadership didn't say so, but it also knew that to successfully prosecute a long strike the union needed ninety percent staff support which they obviously didn't have.¹⁶ Throughout the year the SSEU leadership had to balance union policy between the more conservative quarter of their membership who didn't want to strike and an equally large radical group who wanted to strike until the city agreed to a contract. The latter group attended Executive Board and membership

meetings in force.¹⁷

Negotiations and fact-finding began immediately but Haber cut them off on February 7 because of a continuing work stoppage by caseworkers at the Non-Residence Welfare Center. Non-Residence had 2,500 uncovered cases in its pool and an average caseload of fifty nine, nineteen over the contractual limit. To bring the staff's workload within reach of the union contract would have taken over sixty five new caseworkers. On the 2nd, caseworkers at Non-Residence refused to accept any additional pendings that week. The department suspended nine of them. The next day most caseworkers as well as some supervisors and clerks stopped work in sympathy. The department suspended eight more. On the 6th the work stoppage continued with all caseworkers reporting to their desks but refusing to work. The SSEU held chapter meetings in all welfare centers to discuss the situation at Non-Residence. On the 7th the SSEU sponsored a noon-time demonstration in front of Non-Residence to support the workers inside. The SSEU leadership decided to support the work stoppage at Non-Residence despite continuing contract negotiations and fact-finding meetings because it had a strong local chapter there with a large number of supervisory members. With this strength the leadership thought it could win concessions from the department that it couldn't win through a weaker city-wide strike like the one in January. On the 9th the SSEU

membership adopted a list of workload and manning demands and voted to expand the Non-Residence work stoppage to all welfare centers the following week if the department failed to accept their demands. Over the weekend the administration and department met with the union in an attempt to solve the Non-Residence crisis before it precipitated the threatened work action. The union membership ratified the agreement on the evening of the 15th. The department agreed to hire 600 caseworkers a month until its contractual obligations were fulfilled, assign two staff people to work full-time on hiring and recruitment, purchase radio spots and poster space on subways and buses to advertise openings in the department, utilize the Commissioner's television appearances to do the same, periodically review its hiring figures and recruitment program with the union, seek additional budget lines for staff if necessary and begin immediate consideration of lowered levels of approval, simplified overtime procedures and other workload-related changes in Departmental policy and procedures. The department also agreed to a number of emergency procedures to end the crisis at Non-Residence by increasing staff, reducing paperwork and improving working conditions. Although it agreed to take no reprisals against staff who participated and to rescind the seventeen suspensions the department refused to pay staff who participated in the work stoppage for the time they didn't work. The SSEU

membership approved a voluntary assessment of ten dollars per member to help reimburse the Non-Residence staff for the pay they had lost while winning gains for all of the staff.¹⁸ Judy Mage later remarked "We were emboldened, but we won more at Non-Residence than we would (from subsequent negotiations.)"¹⁹

Fact-finding on wages and negotiations on all other issues continued after the Non-Residence work stoppage. The sanitationmen sent Jack Bigel to help the SSEU negotiators, and union activity continued as it had during 1966. The fight against Tri-Partite went before City Council again, and the union actively opposed the Taylor Law in Albany. The conflict with Local 371 continued and the SSEU kept up its contract implementation pressure through active prosecution of grievances. Another transfer crisis occurred. The Community Action Committees sponsored speaking engagements by Citywide and Tenants' Rights Organization leaders and held demonstrations on rent control and food stamp issues. Caseloads continued to rise adding over 10,000 recipients to the roles every month.²⁰

During this period the department and the administration unilaterally took some policy-related actions originally called for in the SSEU Collective Bargaining Program. The department began an affidavit experiment in two welfare centers, opened discussions with the city's

public housing authority on revising its eligibility standards for recipients and began to consider acquiring a number of hotels for the housing of certain recipients. Lindsay sponsored a bill in the state legislature to make housing discrimination against welfare recipients illegal and the Board of Estimate and City Council increased the budget authorization for day-care centers by \$5 million. In addition, to the monthly hiring quota established after the Non-Residence Center crisis, the department hired several hundred temporary workers for the summer.²¹

The large number of new workers hired by the department in the nine months preceding June 1967 created an unanticipated problem for the SSEU. Over 1,000 workers were hired by the department after the SSEU's September 1966 and Non-Residence work actions. These caseworkers were neither familiar with nor committed to the union. In 1966 the union had convinced the city to give ex-caseworkers preferential treatment if they decided to return to the department. This policy resulted in a number of transients, people who worked for a couple of months, left for a couple of months and then returned to work again. The summer workers and transients had no commitment to the job or to the union and couldn't be counted on to support a strike. New caseworkers who were committed to the union created another kind of problem. Some of them were radicals or college activists who had joined the union because of its militant reputation. They'd missed the by

then famous 1965 strike and wanted one of their own.²² Generally, though, caseworker morale was low. Experienced caseworkers who were also solid union members began to complain that their contract was not solving their problems, that unionism as a mechanism for change was not working. In fact the tiring contract implementation struggle created more problems. Job actions had taken their toll of membership trust and energy.²³ This disillusionment and the debate over client organizing sparked a damaging debate over the use of union funds and prompted four slates, some conservative and some radical, to run against the Mage slate in the union's Spring elections.²⁴ All of this would have an effect on membership support for the union's bargaining position during the summer but in the second week of April Judy Mage received a tremendous vote of confidence; her slate won the hard-fought election campaign with between fifty six and sixty three percent of the votes cast, the largest margin in SSEU history. Her campaign promised to successfully complete contract negotiations and move the union "toward greater control of our jobs and a greater impact on the community."²⁵

On March 15 Benjamin Wolf released his fact-finding report on wages. The union failed to win a substantially different package than that negotiated by Local 371 for the Hospital Care Investigators - a \$1,350 raise. For a couple of weeks the SSEU tried to convince Wolf to reconsider his recommendations but failed. By this time union and city

negotiations had concluded agreements on a number of minor but no major issues. With wages settled by the fact-finder Haber first delayed the selection of a date for fact-finding then refused outright to submit any unresolved negotiating issues to fact-finding as agreed at the end of the three-day strike in January. Negotiations continued but with little progress. In hopes of speeding up negotiations with the administration the SSEU Executive Board dropped thirty nine of its remaining seventy six demands. Haber promptly characterized the union's remaining thirty seven demands as not bargainable under Tri-Partite's management prerogative or majority representation rules and again refused to go to fact-finding. Over 1,000 SSEU members demonstrated in front of Haber's office publicly characterizing his negotiating position as one of delay, evasion and the abrogation of previous commitments. Haber refused to yield.²⁶ Some leaders in both Local 371 and the SSEU believed that Gotbaum and the administration, assessing the SSEU's weakened political position and internal difficulties, wanted to force a strike in order to break the city's most troublesome public employee union.²⁷ Events certainly didn't contradict that hypothesis.

The SSEU leadership felt trapped. They couldn't allow the administration to go back on its public commitment to fact-finding nor could they allow themselves to sign a contract which repudiated gains that they'd won in 1965. They couldn't allow the administration to set



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caseworkers' salaries by refusing to grant them more than Local 371 negotiated for the Hospital Care Investigators and then allow the administration to label all other issues "not bargainable." To do so left them nothing, no raison d'etre. They felt they had no alternative but to recommend a strike, a strike against Tri-Partite and for survival, a strike to preserve their concept of professional unionism.²⁸

On May 24 the union leadership recommended that the Executive Board label twelve of the union's remaining thirty seven demands "primary demands," that they inform the media of these twelve demands and prepare the staff for a work action on June 19. The twelve demands included: penalty pay for overwork when the contract was violated; a theft, damage and disability fund for workers assaulted while on the job; preservation of the shorter summer work day; their 1965 collective bargaining clause; a labor-management committee with an impartial chairman; easements on excessive pendings; an automatic clothing grant for clients and the right for caseworkers to refuse some clerical and messenger chores.²⁹ Five of the twelve primary demands came from the 1965 contract. Leaflets and press releases went out and local membership meetings took place in all work locations on or before May 31. On June 6 a general membership meeting overwhelmingly endorsed the proposed work action and on June 19 the full membership ratified it in a secret ballot at all welfare centers. Local 371

ordered its members not to do out-of-title work during the proposed work action.³⁰ On June 19 the SSEU began its second major strike in thirty months. If it was successful the SSEU leadership planned to reopen salary negotiations.³¹

In order to avoid Condon-Wadlin Act penalties, the SSEU did not actually strike. As in the Non-Residence work stoppage, the SSEU went out by working-in. The union's work-in rules required members to report for work as usual but to avoid their normal routines. Members would do no written work or dictation, no field work and no interviewing of clients at intake or otherwise. They would not answer their telephones or read case records. Instead they would conduct seminars on housing problems, Spanish and community resources available to clients and hold discussions on local grievances, caseload problems, departmental procedures and training programs. The union prohibited card-playing, chess, guitars and other forms of amusement.³² The administration charged that caseworkers participating in the work stoppage hindered the efforts of the working staff. On the first day the department suspended 175 caseworkers for harrassment, on the second, 150, and on the third, 250. On June 26 it refused to allow caseworkers participating in the work stoppage into the welfare centers. The union called this a lockout; the city called it a strike.³³

Why, given that they'd already won a substantial

wage increase and given that they were deeply divided over the union's policy initiatives, did the caseworkers strike? They didn't. On the first day of the work action, the union claimed ninety percent participation; the department claimed only two thirds worked-in. Judy Mage admitted that the union only had seventy five percent support that first day and that after the first two weeks even that support began to erode steadily.³⁴ Union strength varied from center to center - in one, only five out of 137 caseworkers stayed on the job - but during the first two weeks long lines of recipients seeking services backed up at most centers.³⁵ As the strike wore on the department developed emergency procedures to handle recipient requests and more and more caseworkers returned to work. Lindsay publicly applauded those who returned to work. The union attacked them in leaflets and its members harrassed them on picket lines. Many workers who stayed out during the strike did so more for their loyalty to chapter offices than support for the issues.³⁶ Many of those who returned to work did so because as they saw it, they'd already won a substantial salary increase.³⁷

Citywide refused to support either the January or the mid-summer SSEU strikes. Its big June 30 City Hall demonstration was not related to the SSEU strike. The SSEU held its own City Hall demonstration three days before. Some Citywide leaders had begun to argue that their partial

acceptance of the CAC argument that what's good for the workers is good for the clients allowed the union to run its own political agenda on them. They told the SSEU CAC Chairman to stop attending Citywide Executive Board meetings. However, CAC members went ahead and used their personal relationships with local WRO's to organize active client support for union activities. So many recipients joined the January 11 SSEU demonstration in front of the offices of the state Department of Welfare that members of the Citywide Executive Board had to join them or lose some of their credibility as recipient leaders.³⁸ During the six week strike. CAC members passed out bi-lingual leaflets in client communities urging them not to stop going to welfare centers for service during the strike. At first they succeeded, but in July Citywide organized a number of welfare center demonstrations to protest the increasing recipient hardship caused by the strike. First the demonstrators called for more efficient provision of emergency services during the strike, then for an end to the strike itself. Although these demonstrations did aid the strike by compounding the Welfare Department's problems, they did not result from a friendly alliance between Citywide and the SSEU. The SSEU was unable to organize full community support for the strike.³⁹

The strike dragged on. Lindsay ridiculed the union for accepting a \$1,300 wage increase then striking to win telephones for recipients and charged that by striking,

the union displayed a "contemptible" and "irresponsible" disregard for the needs of its clients.⁴⁰ The union responded that the city's refusal to negotiate during the strike, as it had in January, contributed to the hardship of clients and that the city's propaganda contributed to the violence between striking and non-striking caseworkers.⁴¹ The SSEU leadership charged that DC 37 and the city had conspired to break their union. One Saturday evening caseworkers heckled Gotbaum at a theater, forcing him to leave.⁴² Not everyone lost his sense of humor. When the Teamsters, SSEU supporters, learned that the city of Jerusalem had invited Commissioner Ginsberg to help it reorganize its social service system, they offered the Israelis \$500,000 to keep him.⁴³ On July 17 a Committee of Clergymen Concerned about the Welfare Crisis failed to bring the union and the administration together. On the 22nd the city arrested 160 union pickets and shortly thereafter secret mediation sessions began between the two sides. On July 24 with fifty percent of the caseworkers back on the job the SSEU leadership accepted the mediator's proposal to end the strike and recommended his terms to their membership. At a stormy meeting that evening the SSEU membership overwhelmingly rejected their leaders' agreement because it allowed reprisals against twenty nine union leaders, i.e. two week suspensions and mandatory transfers. Afraid that they might never get their remaining

striking members to vote to end the strike and afraid that the city might refuse additional mediation, hire new workers and leave them out on the streets for good, the SSEU leadership went back to the mediator.⁴⁴ DC 37, Local 371, the Teamsters and Sanitationmen urged the city to take no reprisals. After three days the mediator, whom DeLury had brought into the dispute,⁴⁵ changed his proposal to exclude all suspensions and offered to personally review the department's case for each of the twenty nine transfers. On July 30 the SSEU membership voted 692 to 430 to accept this revised agreement. Haber signed the next day. On August 1 the strike ended with the union bitterly divided between those who returned to work and those who stayed out until the end. Many were angry that Local 371 had not honored their picket lines.

The SSEU lost everything. In the agreement to end their strike they accepted mediation, not fact-finding, and that only on issues the administration considered bargainable. They also agreed to substitute the management prerogative and anti-strike language of Tri-Partite in place of their Labor-Management Committee which had included arbitration machinery. The final contract agreed to on August 15 and signed on September 21 included improved transfer protections and grievance machinery and some other gains. The administration agreed to bend Tri-Partite's rules and include caseload limits if the union would agree to waive them for thirty days and agree

to submit city requests for extension of the waiver to arbitration. But the contract contained no provisions regarding policies or procedures affecting clients and provided for twice as many Assistant as Senior Caseworkers. In addition the department established a Case Aide title below that of Assistant Caseworker.⁴⁶

It took a while for the union to recover from its defeat. It was broke. The membership had no confidence in the union's ability to protect them from reprisals, neither did their leadership.⁴⁷ On December 13, however, several hundred caseworkers demonstrated against the continuing extension of the waiver of the caseload limit in their new contract. The arbitrator didn't finally cancel the waiver until April, 1968.⁴⁸

After the strike the SSEU tried to organize a new local of other employees in the Human Resources Administration of which the Welfare Department had recently been made a part. The union thought that the administration would include all other HRA agencies in one bargaining unit. The SSEU had strength in the Manpower and Career Development Agency (MCDA) where an independent NFSSE affiliate existed which had applied for city recognition. DC 37 had Local 1509 in the Youth Board. The two would have to fight it out. The SSEU sent its organizers into the Youth Board and the Community Development Agency. On October 30 the city divided the HRA agencies into two bargaining units, leaving some employees out of both. The city placed most

MCDA staff in Local 1509's unit and excluded the rest from either unit. The SSEU charged that DC 37 dominated both new units and withdrew from the proposed election.⁴⁹

The SSEU entered 1968 looking for merger or affiliation with another union.

EPILOGUE

Soon after the 1967 strike Judy Mage named an Affiliations Committee composed of eighteen experienced SSEU leaders to examine the possibility of an SSEU merger or affiliation with another union. In March 1968 after reviewing offers from District Council 37 and the Fur, Leather and Machine Workers Joint Board (FLMW),¹ the Committee reported on its deliberations to the Executive Board but made no recommendations. About half of the Committee favored merger with their old rival Local 371 and affiliation with their old enemy DC 37. The other half wanted to petition the supervisors once more for a bargaining election. If they got sixty five percent of the supervisors to sign they wanted to proceed with a jurisdictional election and if victorious remain independent. If they failed to get a sixty five percent petition or lost the subsequent election this group favored affiliation with the FLMW Joint Board. The Executive Board Delegates were less divided than their leaders. After several weeks of debate they voted to accept the idea of joining DC 37 by merging with Local 371 in principle and to reopen negotiations with both in order to receive more favorable terms. Local 371 wanted control over the proposed new local's executive committee in order to

counteract caseworker dominance of the proposed merged local. The new SSEU President Martin Morgenstern, who succeeded Judy Mage, reopened negotiations with DC 37 and Local 371. Local 371's strength within the Council had slipped when the Council removed the clerks from its jurisdiction and placed them in a new citywide clerical local. The new terms negotiated by Morgenstern included a more democratic structure for the proposed new local, an evenly divided executive committee, more policy making power in the general membership and a sixty percent greater dues kickback from the District Council than originally offered so that the proposed new local could remain somewhat independent of the Council by renting its own offices, retaining its own legal counsel and hiring its own organizing staff. The Executive Board recommended merger to the membership. On June 28 after a very hard fought campaign, sixty two percent of the membership voted in favor of merger with Local 371 and affiliation with DC 37. Affiliation required a two thirds majority and since a number of members were on vacation the Executive Board postponed reconsideration until after the completion of contract negotiations that winter. In the fall Local 371 and the SSEU agreed to joint negotiations with the City and the SSEU scheduled its second vote on merger for January 10, 1969. This time it passed with seventy nine percent of the membership in favor.

Local 371's membership agreed soon thereafter and that summer the two unions became the Social Service Employees Union Local 371, District Council 37 AFSCME, AFL-CIO.

The March 1968 Affiliations Committee report reveals how much the events of 1966 and 1967 changed some of the leaders' and many of the members' attitudes toward unionism and the kind of union they'd worked to build. A number of themes run through the section of the document urging affiliation with DC 37. First the writers rejected the SSEU's professional or craft union stance which prevented any alliance with the clerks. Dual unionism had allowed the City to play one union off against the other creating the 1967 disaster. Second, they wanted the SSEU to grow, to organize kindred workers in the HRA and anti-poverty agencies. Without a strong secure base in welfare, they argued, the SSEU could not expect to attract other workers. Third, they feared that if the union didn't affiliate soon the 1967 disaster would repeat itself during 1969 contract negotiations. Only this time the union might not have the chance to pick up the pieces afterwards.²

They argued that the union couldn't expect to win a representative election among the supervisors. SSEU supervisory membership had dropped to half of its March 1967 level and the union couldn't offer the supervisors a better deal in 1969 than DC 37. If they lost, an election campaign would leave both unions weak and divided for their 1969

contract negotiations. If they won the election would further isolate them from the rest of the labor movement, rule out future affiliation with DC 37 and drain union funds just before the 1969 contract fight. Since Gotbaum would try to win the supervisors back they might never have a chance to consolidate their new strength.³

Affiliation with the FLMW Joint Board or any other non-AFSCME union, they argued, would permanently disunite staff, perpetuating craft unionism in the Department, and result in continuing jurisdiction disputes with DC 37. DC 37 had just won an agency shop clause in Local 371's contract, i.e. supervisors could neither negotiate nor designate their dues check-off for the SSEU. Approximately one half of the SSEU Executive Board were either supervisors or about to become supervisors. Failing to affiliate with AFSCME would result in a continuing loss of SSEU leadership to Local 371. Finally, they argued, since DC 37 already had majority status under OCB rules for negotiations on city wide issues an independent or non-AFSCME affiliated SSEU could neither represent its members' interests nor promise to represent the interests of those it planned to organize on these important issues.⁴

The 1968 Affiliations Committee report contained the following additional arguments for affiliating with DC 37, arguments which SSEU members finally accepted. Affiliation would emotionally unify staff in time for 1969 contract negotiations and allow department staff to present the

administration with a credible strike threat. The proposed new local of 10,000 plus members would automatically become one of DC 37's largest locals with twenty percent of the vote in the Delegate Assembly, DC 37's governing body. The SSEU would find itself in a much stronger position to oppose OCB policies by altering DC 37's support from the inside than it could ever expect to have as an independent or as an affiliate of a non-public employee union. It would also have an important say in DC 37's pension and overtime negotiations. Finally, the report pointed out, DC 37 was the only union in the City organizing unorganized public employees. Since most of these new members were Black they would push Gotbaum to the left, toward the SSEU's political position.⁵ (During the Ocean Hill Brownsville school decentralization fight Gotbaum did not join other labor leaders' opposition to decentralization.)⁶

Nowhere did the Affiliations Committee members who supported affiliation with AFSCME mention reforming specific welfare department procedures and policies or changing the nature of the caseworker's job. Their arguments would have been alien to the union which entered the Hospital Care Investigator transfer fight in February 1966. But they cannot be characterized as anti-client. One was a member of the Mage Executive Committee for two years and at least one other a close ally.⁷

The merged SSEU Local 371 would have more staff per member and maintain the highest level of grievance

work and service to members among DC 37's locals. Composed of young, tough members it would continue to fight high caseloads, transfers and suspensions with center based work actions. It would keep its own newspaper, community action and political representatives and would engage in more legal activity than any other AFSCME local.⁸ However, it would no longer take departmental policy issues to the bargaining table, into the political arena with lobbying, picket lines and protest demonstrations yes, into collective bargaining no.

While the SSEU debated affiliation and revised its conception of itself as a union, the Department of Welfare under a new Commissioner planned its own reorganization, which emphasized separation of services. Eligibility determination, budget computation and most other paper-work duties handled by caseworkers would become clerical duties handled by a new income maintenance section. Caseworkers would continue to provide services but would only handle cases designated as service cases, i.e. some recipients would never come in contact with caseworkers. The department intended to fully implement reorganization within two years. During that period the Department planned to hire over 1,000 new case aides and over 2,000 additional clerical workers. It planned to reduce the number of caseworkers from over 8,000 to under 2,500.⁹

When Local 371, Local 1509 (the AFSCME clerical

local) and the SSEU entered joint negotiations in the fall of 1968 with Victor Gotbaum as chief negotiator, the leadership involved wanted to demonstrate the advantages of merger and affiliation to the membership of Local 371 and the SSEU. "The key point of joint bargaining is merger," said Martin Morgenstern.¹⁰ They wanted to avoid a strike and win significant contract gains. But the department had yet to release its reorganization plans and rumors about mass layoffs and downgrading permeated the department. They thought that the department's refusal to discuss reorganization with the union might mean that it wanted another strike and that the caseworkers, concerned for their jobs, might oblige. They decided that they had to force the administration to discuss its reorganization plans, if it refused they would have to prepare for a strike.¹¹

By threatening a strike they forced a description of reorganization out of the department and a promise that caseworker reduction would take place through attrition rather than layoffs. SSEU President Morgenstern expressed some concern that the department had underestimated both the number of cases requiring service and the number of caseworkers necessary to handle them and argued that this would result in high workloads and poor quality service. Gotbaum prevailed upon the unions not to try to negotiate the specifics of reorganization but to stick to job security and cash:

Reorganization is not (the Commissioner's) idea. It is the trend of the times. We cannot fight the change. We have to make sure of money.... There is going to be a cutback. We should go for stability and money.¹²

The negotiators concerned themselves with the alterations in job descriptions, out-of-title work, downgrading and loss of promotional opportunities expected under reorganization.¹³ The unions demanded guarantees against lay-offs, downgrading and transfers, special training provisions, maintenance of promotional opportunities, various job security guarantees and, at the insistence of the SSEU, workload and manning limits. In the end they settled for cash. Caseworkers received an \$1,100 increase in salary plus a \$400 per year "reorganization adjustment intended as compensation for the personal impact attendant upon such reorganization."¹⁴ The final contract contained no caseload limit, for the first time in SSEU history, and eliminated the Senior Caseworker title, downgrading existing Seniors to Caseworker without a loss in pay. Reorganization proceeded somewhat haphazardly and caseloads rose rapidly, precipitating a crisis that fall. Center based work actions and a threatened strike resulted in a new agreement between the union and the department. In January of 1970 the department agreed to maintain a city wide average caseload limit of seventy five, hire or transfer workers in order to guarantee that average and pay each caseworker a supplementary workload salary adjustment of

\$720 per year. The elimination of individual caseload limits, acceptance of reorganization and the resulting caseload crisis angered caseworkers and cost Morgenstern the presidency of SSEU Local 371 in the spring of 1970.¹⁵ He had, however, achieved his primary goal - an SSEU merger with Local 371 and affiliation with DC 37.

One other interesting change took place during 1969 contract negotiations. The joint negotiating committee had its hands full determining the effects of reorganization on each of the titles it represented, fifty alone between Local 371 and the SSEU, and then figuring out some way to protect the workers in each of these titles from the inevitable chaos of reorganization. The negotiating committee had to coordinate career ladders, transfer policies, center administration, salary ratios, workload flow, and other procedures among these titles. For instance, the Department had yet to receive civil service clearance for Case Aides or Hospital Care Investigators, who did not have college degrees, to advance into Caseworkers titles. Reorganization's planned reduction in caseworkers cut off that job as a form of advancement, a career ladder these people had expected. The union wanted a lack of promotional opportunity increment for these titles.¹⁶ Similar problems kept the joint negotiating committee too busy to go into departmental policies. Caseworkers had dominated the SSEU when it represented only eight titles in 1967. Reorganization would reduce caseworker membership within the union

to under 4,500. One third of these people would be working in income maintenance not on service cases.¹⁷ At the same time affiliation with AFSCME would allow the merged local to organize among HRA and anti-poverty agency staffs, bringing more titles into the union. Caseworkers thus lost their central position in the department and in their union at the same time. In 1971 SSEU Local 371, whose membership continued to grow despite caseworker attrition, bargained for eighty five different titles, all with differing problems and priorities, all vying for leadership attention and time. Somewhere in the middle of it all, despite the fact that the union would continue to draw its leadership from ex-SSEU activists, the caseworkers got lost. "Our union became a dumping ground for titles that the City didn't know what to do with."^{17a} SSEU Local 371 would become a union with no specific interest except the elimination of poverty and no longer focused on one department. Its consultant, aide and supervisory titles would cover several departments and agencies.

The union would continue its interest in welfare policy but would confine its activity to the courts, informal discussions and consultation with the department and the political arena. It would organize labor demonstrations against welfare cutbacks, help raise money for Citywide and join court tests of new Welfare Department procedures or policies. But service to clients would no

longer appear during collective bargaining. During reorganization the union's Service Committee, reacting to depletion in staff and caseworker complaints that their only job under reorganization was "to refer cases to someone else," recommended that the union sponsor work actions to force the department to set service priorities, allow advocacy work and schedule twenty percent of workers' time for training.¹⁸ They never took place. Union workload actions would continue but without the underlying purpose of improving services. A 1972 Unionist article on the Service Committee began "Unknown to most union members, a group of fifteen or twenty unionists are currently..."¹⁹

The Lindsay administration and Victor Gotbaum won their struggle against the SSEU.

Before reorganization caseworkers had a unique position among non-uniformed public employees. Their title required a college degree and their job permitted flexibility. Most city titles did neither. Clerks, building inspectors and toll collectors worked in jobs that it was inconceivable that the City could ever change. The city titles that had similar requirements and discretion included less people than the caseworker titles. They couldn't mount a credible strike threat on their own. When the SSEU and Local 371 merged the New York City Welfare Department employed over 9,500 caseworkers.²⁰ A smaller

membership base would be unlikely to contain either the leadership or the financial resources to build a strong union. There is one group of non-uniformed public employees with flexible jobs, college degrees and the advantage of numbers -- the teachers. During the 1960's they too became deeply involved in policy matters. They had one advantage over the caseworkers. Politically they were less vulnerable. They had higher prestige and more widely recognized professional credentials. When they struck they inconvenienced everybody, not just the poor, and the administration could not downgrade or eliminate their jobs.

Lindsay may well have preferred to run the school system without teachers. During his administration the teachers carried out two major strikes and defeated his school decentralization plan - that transfer crisis at Ocean Hill - Brownsville.²¹ Lindsay used the full weight of the Taylor Law against the teachers. He fined their union (United Federation of Teachers, UFT), jailed their leaders and revoked their dues check-off privileges. All to no avail, the UFT continued to thwart his administration's policies. In 1969 while the caseworkers were losing out the UFT got a preamble attached to its contract which discussed the "joint responsibilities and goals"²² of the Board of Education and the UFT. The preamble went on to require monthly meetings between the union and the Superintendent to discuss matters of educational policy and development, establish a joint committee on discipline,

planning and curriculum and insure the continuance of certain educational experiments supported by the union.²³ The UFT avoided the demand for control over policy making made by the SSEU. The teachers preferred to fight against administrative changes they opposed and for the extension of programs they approved rather than for a contractually defined partnership in policy making. The UFT kept its demands within typical trade union issues, salary, safety, advancement, job security and workload. It was this last one which ostensibly caused Lindsay so much trouble with the unions. At the street level policy and workload issues are virtually indistinguishable. When the Lindsay administration tried to improve the delivery of city services to the Blacks and the Puerto Ricans in its electoral coalition, the white public employee unions fought the changes. The policemen didn't want to work during high crime hours²⁴ nor did they want limits on the level of force they could use when they did work.²⁵ The Sanitationmen didn't want to pick up more garbage in the ghetto and the teachers didn't want to have to teach "disruptive" students.²⁶ The unions argued that these were all matters of safety and workload. Others felt otherwise. The UFT 1972 contract demands produced the following outburst from **the** United Parents Association (UPA),

The rights of parents and the managerial rights of those responsible for administering the schools cannot be bargained away under the guise of "improved working conditions" and "job security." Too often

in the past items of educational policy have been traded off because they have little or no financial cost. This must stop!²⁷

The SSEU's attempts to influence policy strayed from these trade union issues and divided the membership. It was one thing in 1965 to assume a commality of interests between caseworkers and clients. It was another thing entirely in 1967 to put down on paper for all to see specific policies and procedures designed to realize those common interests. Inevitably some members found such proposals inadequate or inappropriate and others considered them threatening. But many had joined the SSEU in spite of its policy initiatives because it effectively won traditional trade union benefits for its members, higher salaries, increased safety measures, career ladders, job security and lower workloads. The SSEU's obvious willingness in 1967 to commit union resources to its fight for policy proposals without at the same time clearly linking those proposals to workload, protection and salary demands upset these members, intensified the debate within the union and contributed to its defeat that summer.²⁸

But the teachers haven't lost yet. They may yet become the first public employee union to openly help set policy. The enforceability of their 1969 preamble is still in the courts although it is not in their present contract.²⁹ And DC 37, when it finally settles the salary and career

needs of its members, many of whom are in low prestige and low paying jobs, may turn more to departmental and agency policy matters. When it does it has all of the employees in the welfare department to work with.

NOTES

INTRODUCTION

1. In New York City all employees except teachers, transit workers, policemen, firemen and sanitationmen work in the Mayoralty Departments and come under the city's Career and Salary Plan.

2. U.S. Bureau of the Census, Local Government Employment in Selected Metropolitan Areas and Large Counties: 1971 (Washington, 1972), 23.

3. Ibid., 23.

4. This Is District Council 37 (1965), 22; Public Employee Press, Dec. 22, 1972, 1.

5. Stephen Cole, The Unionization of Teachers (New York, 1969), 19-21.

6. Raymond D. Horton, "Municipal Labor Relations: The New York City Experience," Social Science Quarterly, Dec., 1971, 680-696.

7. Ibid., 680-696.

8. Frances Fox Piven, "Militant Civil Servants in New York City," Trans-Action, Nov. 1969, 26.

CHAPTER ONE: UNIONS IN WELFARE

1. New York Times, Jan. 22, 1941.

2. Interview with Raymond Diana, January, 1973.

3. New York Times, June 4, 1948.

4. Ibid., June 4, 1948.

5. Ibid., June 5, 1948.

6. Ibid., Feb. 22, Aug. 3, 1948.

7. Ibid., April 20, 1953.
8. Interview with Sol Gorelick, January, 1973.
9. New York Times, March 31, 1950.
10. SSEU News, March 10, 1967.
11. Interview, Gorelick.
12. Interviews, Gorelick, Diana.
13. Michael J. Jedel, The New York City Welfare Department (Boston, 1968), 5-6.
14. Ibid., 5.
15. Until the Taylor Law went into effect in September, 1967, there was no legislation in New York State which specifically granted public employees the right to organize and bargain collectively.
16. SSEU, "Organizer's Guide," (1962), 1-2.
17. Interview, Gorelick.
18. SSEU, "Staff Problems in the New York City Department of Welfare," (1964), 10.
19. Ibid., 9.
20. Ibid., 2.
21. Interview with Elaine Paul and Jimmy McKeon, January, 1973.
22. SSEU, "A Day in the Life of Ivan Denisovitch," (leaflet, 1962).
23. Interviews with Alan Viani and Bill Schleicher, January, 1973.
24. Local 371, "Substantiations," (1961), 1.
25. Over-approval: granting more requests for special grants requested by caseworkers than the department deemed prudent.
26. Interview with Judy Mage, January, 1973.
27. SSEU, Introducing the Social Service Employees Union, (1963), 16.

28. Ibid., 18-21; New York Times, Sept. 20, Oct. 3, 4, 6, 10, 1962.
29. Interview with Joe Tepedino, January 1973; Interview, Mage.
30. New York Times, Aug. 11, 13, Oct. 11, 1963; copy July 14 letter; SSEU News, April 4, 1966.
31. Interviews Mage, Viani; SSEU News, Oct. 25, 1965.
32. Interview, Tepedino.
33. Interview, Tepedino.
34. Interviews, Mage, Viani; SSE leaflets.
35. Introducing the SSEU, 7.
36. "Organizer's Guide," 3.

CHAPTER TWO: THE 1965 STRIKE

1. Although the Career and Salary Plan allowed increases in pay by moving titles from one grade to another it was not the administration's practice to leave employees in the same annual step when their titles were so moved. For instance if two caseworkers were in grade 14, one in the first annual step at \$5,700 and the other having worked for three years in the third annual step at \$6,400, and their union negotiated a grade increase from 14 to 18, they would both be placed in the first annual step of grade 18 at \$7,100.

2. For simplicity I've been calling the Social Investigators "Caseworkers," a change in title that did not take place until 1965.

3. Often to make even routine grants caseworkers had to get the signatures of their Unit Supervisor, Case Supervisor and even Senior Case Supervisor, i.e. three levels of approval.

4. Uncovered cases: cases not assigned to any one caseworker but which still had to be serviced by welfare center staff.

5. Emphasis added.

6. SSEU Collective Bargaining Program (1964);
SSEU "Supplement to Collective Bargaining Program," (1964).

7. Social Worker: a different job title than Caseworker which required a graduate degree. The Caseworker title required only an undergraduate degree.

8. Local 371, Collective Bargaining Demands of Local 371, (1964).

9. Local 371, untitled supplement to Bargaining Demands for administrative and supervisory titles (1964).

10. Interview, Viani.

11. Interview, Tepedino.

12. During these negotiations the administration first publicly committed itself to this fifty percent rule, i.e. that on a number of issues, among them pensions, pay practices, time and leave rules, work week and overtime, only those unions which represented over fifty percent of the employees involved could negotiate contracts. At this point the administration probably did not expect any union to get fifty percent of any titles. The Teamsters and AFSCME that December were fighting a representative battle among the hospital workers. Whichever won would become the majority union among mayorality department employees. If AFSCME won it would have fifty percent of the clerical and aide titles. However the Teamsters were expected to win. Their victory would not give them fifty percent of any title but would probably have prevented AFSCME from achieving fifty percent status. AFSCME won. (For more on DC 37's hospital campaign see Alana Cohen, "Organizing Hospital Workers: The New York Experience," unpublished Masters Thesis, M.I.T., 1973).

13. New York Times, Jan. 4, 5, 9, 1965, SSEU News, Oct. 25, Dec. 8, 1965.

14. SSEU News, Dec. 30, 1964, Jan. 2, 1965.

15. New York Times, Dec. 30, 1964, Jan. 2, 1965. Three impasse procedures will be mentioned in this paper. Mediation: when a neutral party meets informally and separately with both sides in a dispute, attempts to gain their trust and confidence and attempts to bring them together by suggesting various compromise or face-saving formulas. Fact-Finding: a more formal arrangement where the neutral party listens to the presentation of arguments by both sides. He issues a report determining the facts involved in the dispute and if asked to do so makes recommendations for a settlement. If both parties agree he

may also mediate. If its recommendations are public fact-finding resembles arbitration. Arbitration: again a formal setting where each side presents its arguments under cross examination by the other before a neutral party. Usually thought of as "binding" or "compulsory" where both sides must agree in advance to accept the arbitrator's recommendations. "Advisory" or "non-binding" arbitration resembles fact-finding when a fact-finder's recommendations are made public.

16. Jedel, New York City Welfare Department, 7-8.
17. New York Times, Dec. 29, 1964.
18. Ibid., Dec. 30, 1964, Jan. 1-5, 1965.
19. Interviews, Paul, Mage.
20. New York Times, Jan. 5, 7, 1965.
21. Local 371, "Work Together," (leaflet, Dec. 17, 1964), emphasis added.
22. Jedel, The New York City Welfare Department, 7-8.
23. Ibid, 8.
24. New York Times, Jan. 6, 1965.
25. Ibid., Jan. 2, 11, 12, 18, 19, 22, 25, 1965.
26. Ibid., Jan. 8, 9, 11, 13, 15, 18, 19, 21, 22, 26, 28, 29, 1965.
27. Local 371 (leaflet, Jan. 14, 1965).
28. New York Times, Jan. 6, 7, 8, 20, 21, 25, 1965.
29. Local 371 (leaflet, Jan. 13, 1965).
30. Local 371, (leaflets, Jan. 16, 19, 22, 1965).
31. New York Times, Jan. 15, 1965.
32. John A. Coleman, et. al., Report of the Mayor's Task Force, (1965).
33. Ibid.
34. Ibid., obverse.

35. DC 37's practice was to provide negotiators for its locals. Usually the Executive Director does the job but Victor Gotbaum was new to the city.

36. Interview with Dick Mendez, January, 1973; Interviews Mage, Tepedino.

37. Charles Schottland, Report of the Chairman of the Advisory Fact-Finding Committee, March 4, 1965, 4-5.

38. Interview, Mage.

39. Schottland, Report of the Chairman of the Advisory Fact-Finding Committee, 10.

40. SSEU, "Recommendations of the Advisory Fact-Finding Panel," (1965), 1.

41. SSEU, First Bargaining Contract Between the City of New York and the Social Service Employees Union, (1965).

42. Ibid., 17-18, emphasis added.

43. Local 371, Contract Between the City of New York and Local 371, DC 37, AFSCME, AFL-CIO, (1965).

44. SSEU, First Bargaining Contract..., 8, 18.

45. New York Times, June 5, 8, 1965.

46. Ibid., Feb. 9, Aug. 11, 12, Dec. 1965; Feb. 15, 17, 18, March 1, May 27, 1966; SSEU, "SSEU Secures C-W Exemption for all Welfare Workers," (leaflet, July, 1966).

47. Interview, Mage.

CHAPTER THREE: COMING OF AGE

1. Jedel, The New York City Welfare Department, 4; Interview with Eddie Perlmutter, January 1973; Interviews with Paul, Schleicher.

2. SSEU, "To the New Caseworkers," (1965).

3. SSEU, "Home Economists to Get Clerical Aides," (leaflet, Dec. 9, 1965).

4. SSEU News, Dec. 8, 1965.

5. Interview, Schleicher; SSEU News, Oct. 25, 1965, March 9, Oct. 7, 1966; SSEU Executive Board Resolution on Grievance Chairmen, Feb. 2, 1966.

6. SSEU, "Unionism: A New Spirit in Public Welfare," (leaflet, Sept. 13, 1965).
7. SSEU, "The Decline and Disappearance of Birth Certificates," (leaflet, May, 1966).
8. Interview, Mage.
9. Interview Dick Mendez, July 1973; Interviews, Mage, Tepedino.
10. New York Times, July 21, 24, 27, 29, 1965.
11. SSEU News, Oct. 25, 1965.
12. SSEU News, Oct. 25, 1965, May 13, 1966; SSEU leaflets, Sept. 21, 1965, April 20, May 30, 1966; Interviews, Schleicher, Paul, McKeon; Dick Mendez, "Professional Unionism, the SSEU in New York," draft doctoral dissertation, January, 1973.
13. New York Times, Feb. 5, 16, 1966; SSEU News, Feb. 1, May 13, 1966, SSEU Leaflets, Feb. 2, 3, 9, 17, April 1966; Local 371, "Here's the Facts about the Hospital Care Settlement," (leaflet, Feb. 1966); Barbara and John Ehrenreich, The American Health Empires: Power Profits and Politics, (New York, 1971).
14. Interviews, Mage, Viani.
15. In October, November and December, 1966 there were separate, similar transfer crises. Stark set down rules congruent with the union's contract in October which the administration promptly violated again in November and December.
16. Pending: an application for assistance. Pending cases required a substantial amount of a caseworker's time verifying eligibility and making a **home** visit among other things.
17. New York Times, Sept. 19, 20, 21, 25, 28, 1966; SSEU News, Sept. 9, 1966; SSEU leaflets, Sept. 6, 12, 19, 21, 22, 26, 28, 29, Oct. 6, 1966; copy Mage letter to Ginsberg, Sept. 9, 1966; SSEU Executive Board Resolution, Sept. 8, 1966.
18. New York Times, July 1, Sept. 15, 19-21, 1966; Interview with Rhoda Linton, January, 1973.
19. New York Times, March 11, 1966.

20. Interview, Linton.
21. CAC, "Beyond the 661," (leaflet, Aug. 1965).
22. Interview with Dom Cuchinotta, January 1973; Interviews, Mage, Tepedino.
23. SSEU News, Nov. 25, 1965.
24. Ibid.
25. Interviews, Perlmutter, Schleicher, Mage.
26. Interview, Mage.
27. New York Times, Sept. 25, 1966.
28. Interview, Paul.
29. Interview, Tepedino.
30. Interview, Tepedino.
31. Interview, Mage.
32. Interview, Tepedino.
33. Stephanie Oursler, "Welfare Rights Organizing," carbon copy, Sept. 1965.
34. Interview, Mage.
35. New York Times, June 1, 1966.
36. SSEU News, June 19, 1966.
37. Interview, Linton.
38. New York Times, Nov. 20-22, 1966; SSEU leaflet, Nov. 21, 1966; SSEU Executive Board Resolution, Nov. 14, 1966.
39. SSEU News, July 19, Nov. 7, 1966; New York Times, Oct. 12, 18, 1966; SSEU leaflets, Aug. 9, Oct. 3, 4, 6, 10, 13, 14, 17-19, 21, 1966.
40. Interview, Viani; SSEU News, Nov. 7, 1966.
41. SSEU News, Nov. 7, 1966.
42. Ibid., Oct. 25, Dec. 8, 1965, March 9, May 13, June 20, Nov. 7, 1966.

43. Ibid., July 19, 1966.
44. Ibid., Nov. 7, 1966.
45. Interviews, Mage, Paul; SSEU News, Nov. 7, 1966.
46. Interview with George Wiley, April, 1973.
47. SSEU News, July 20, 1966.
48. Jedel, The New York City Welfare Department, 24-25.
49. Interview, Mage.
50. Interviews, McKeon, Viani.
51. Francis Fox Piven and Richard A. Cloward, Regulating the Poor, (New York, 1971), Source Table #2.
52. SSEU News, Oct. 25, 1965, Sept. 9, 1966; SSEU leaflet, June 24, 1966.
53. Ralph Jones, "City Employee Unions in New York and Chicago," (1972).
54. Jedel, The New York City Welfare Department, 15.
55. New York Times, Jan. 15, 20, 21, Feb. 21, 1966.
56. Raymond D. Horton, "The Municipal Labor Relations System in New York City," (1971).
57. SSEU, Tri-Partite Panel Report, (1966), 2.
58. Jedel, The New York City Welfare Department, 13, 17-21; New York Times, March 4, 31, April 11, 17, 23, May 18, 20, 21, June 2-4, 20, 21, 27, July 1, 21, 26, Sept. 22, 29, 1966, June, 1967; SSEU News, April 4, May 13, 27, June 20, July 19, Oct. 7, Nov. 7, Dec. 9, 1966, March 10, June 16, 1967; SSEU leaflets, April 1, 7, 8, 13, 15, May 18, 25, 26, 31, June 1, 3, 4, Sept. 12, 15, 1966, Feb. 3, 1967.
59. Jedel, The New York City Welfare Department, 8.
60. Interview, Diana.
61. Jedel, The New York City Welfare Department, 21; New York Times, April 7, July 27, 30, Aug. 13, Oct. 11, 1966; SSEU News, Nov. 7, 1966.

62. UCCB, "Suggested Amendments to Tri-Partite" and "Comparison of Collective Bargaining Proposals," (1966); SSEU News, May 13, 27, 1966; New York Times, June 2, 1966; SSEU leaflet June 7, 1966.

63. New York Times, Feb. 16, 1966; SSEU News, March 9, Aug. 12, Oct. 7, 1966; SSEU leaflets, Nov. 2, 21, 1966; Interviews, Paul, Mage.

64. Jedel, The New York City Welfare Department, 18.

65. New York Times, Nov. 20, 1966.

66. Leni Lieberman, "The New York City Welfare Strike and its Aftermath," unpublished paper, Cornell University, January, 1967.

67. Ibid.

68. New York Times, July 26, 1965.

CHAPTER FOUR: THE 1967 STRIKE

1. Jedel, The New York City Welfare Department, 10; New York Times, Feb. 7, 1965.

2. Interview, Schleicher.

3. When a class action suit forced it to do so after an SSEU three day strike in January 1967, the administration helped the union receive an immediate exemption from Albany; New York Times, March 6, 14, 22, April 1, 3, June 24, 1967.

4. Jedel, The New York City Welfare Department, 15-17.

5. For more on changing attitudes toward welfare and services see Martin Rein, Social Policy: Issues of Choice and Change (New York, 1970), 305-349.

6. Interview with George Wiley, April, 1973.

7. Interview, Mage.

8. Interview, Mage; SSEU News, Sept. 9, 1966.

9. SSEU, Collective Bargaining Program, (New York, 1966).

10. SSEU, "Professional Brief," (1966).

11. From a letter attached to the "Professional Brief" to Judy Mage from the committee, undated.
12. Interview, Mage.
13. New York Times, Dec. 14, 16, 17, 22, 28, 30, 1966, Jan. 12, 1967; SSEU News, Dec. 9, 1966, Jan. 9, 1967; SSEU leaflets, Nov. 11, 14, 23, 29, Dec. 8, 12-16, 19, 21, 22, 29, 30, 1966, Jan. 1, 11, 12, 1967.
14. SSEU News, Jan. 9, 1967.
15. SSEU News, Feb. 14, 1967; New York Times, Jan. 14-20, 1967; SSEU Leaflets, Jan. 1, 16, 17, 20, 23, 1967; Interview, Mage.
16. Interview, Mage.
17. Interviews, Paul, Mage.
18. New York Times, Feb. 8-11, 14, 15, 1967; SSEU leaflets, Feb. 6, 7, 9, 13-16, 1967; SSEU News, Feb. 14, 1967.
19. Interview, Mage.
20. New York Times, June 19, 1967.
21. New York Times, Jan. 21, 23, Feb. 4, 11, April 4, May 22, 24, July 11, 14, 1967.
22. Interviews, Paul, McKeon, Perlmutter, Mendez.
23. Interview, Mage.
24. SSEU leaflets, Feb. 23, April 4, 1967.
25. SSEU News, April 24, 1967.
26. New York Times, May 10, June 11, 15, 16, 18, 19, 1967; SSEU News, June 16, 1967, SSEU leaflets, May 2-4, 9, 15, 26, 28, 31, June 2, 5-9, 14, 19, 1967.
27. Interviews, McKeon, Schleicher.
28. Interviews, Mage, Viani.
29. SSEU, Executive Board Resolution, May 24, 1967.
30. Alan Viani says that DC 37 put Local 371 under considerable pressure to strike break but it refused. It

even considered supporting the work action. In its rush to sign before December 31, Local 371 had signed a wage pact only, leaving other issues for further negotiations. Caught between supervisors who wanted workload and job content changes written into their contract and DC 37's support for Tri-Partite Local 371 found itself attempting to negotiate issues prohibited by Tri-Partite also. By mid-summer like the SSEU, Local 371 had yet to come to terms with the administration on a complete contract.

31. Interview, Mage.
32. SSEU, Executive Board Resolution, May 24, 1967.
33. New York Times, June 20-23, 27, 1967.
34. Interview, Mage.
35. New York Times, June 22, 1967.
36. Interview, Schleicher.
37. New York Times, June 19, 1967; Interview, Mendez.
38. Interview, Wiley.
39. Interview, Linton.
40. New York Times, June 18, 22, 24, 26, 28, 1967; Jedel, The New York City Welfare Department, 27-29.
41. New York Times, July 10, 1967.
42. New York Times, July 22, 1967.
43. New York Times, July 14, 1967.
44. Interviews, Mage, Viani, Paul.
45. Interview, Mage.
46. SSEU, Second Bargaining Contract Between the City of New York and the Social Service Employees Union (1967).
47. Interview, Paul.
48. SSEU News, Dec. 29, 1967, May 17, 1968.
49. SSEU News, Aug. 18, Nov. 11, 1967.

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1. Affiliated with the Amalgamated Meatcutters and Butcher Workmen of North America.
2. SSEU, "Report of the Affiliations Committee," (1968).
3. Ibid.
4. Ibid.
5. Ibid.
6. Francis Fox Piven, "Militant Civil Servants in New York City, Trans-Action, November, 1969, 27.
7. SSEU, "Report of the Affiliation Committee."
8. Interview, Schleicher.
9. "Joint Negotiations: Minutes of Meeting," January 14, 1969.
10. Ibid., December 27, 1969.
11. Ibid., January 7, 9, 1969.
12. Ibid., December 27, 1968.
13. "Joint Negotiations: Minutes of Meetings," January - February, 1969.
14. SSEU, 1969-1970 Contract between the City of New York and the Social Services Employees Union Local 371, AFSCME, AFL-CIO, 25.
15. Interviews, Paul, Cuchinotta.
16. "Joint Negotiations: Minutes of Meetings," January - February, 1969.
17. Interview, McKeon.
- 17a. Interview, Cuchinotta.
18. "SSEU Local 371 Service Committee Minutes," July 21, August 4, 1970.
19. The Unionist, June 9, 1972.

20. Interview, McKeon.
21. Robert Braun, Teachers and Power (New York, 1972), 213.
22. UPA, "Major Provisions of the 1969-1972 Contract with the Board of Education," (1972).
23. Ibid.
24. Timothy Bates, "Police Deployment: A Case Study of New York City's Fourth Platoon," (1972).
25. i.e. Civilian Review Board.
26. Piven, 28.
27. UPA Newsletter, "UPA Position on the UFT Contract Demands (1972).
28. As the SSEU moved toward its 1967 mid-summer strike its propaganda to members failed to concentrate on trade union issues. Instead it emphasized Haber's duplicity and evasion and the need to keep the union's collective bargaining clause. SSEU News, June 16, 1967; SSEU leaflets May 2-4, 9, 15, 26, 31, June 2, 5-9, 14, 15, 19, 1967.
29. UPA, "Changes and New Provisions of the UFT Contract with the Board of Education," (1972).

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INTERVIEWS: JANUARY, 1973

Raymond Diana: caseworker; President Council 330 of the Civil Service Forum; nine years with Mayor Wagner's Labor Department; staff of the Chief.

Dom Cuchinotta: SSEU Treasurer 1965; SSEU Secretary 1965 - 1966; graduate school; caseworker now.

Sol Gorelick: caseworker; Chairman SSEU Local 371 Service Committee; supervisor.

Judy Mage: caseworker; SSEU official 1962-1966; SSEU President 1966-1968.

Jimmy McKeon: official Local 371 and SSEU Local 371.

Dick Mendez: consultant to the SSEU 1964-1965; Assistant Professor in Sociology, Brooklyn College.

Elaine Paul: caseworker; Editor SSEU News and the Unionist 1966-1970; caseworker; Editor Unionist 1972 to present.

Eddie Perlmutter: Treasurer SSEU 1966-1967; handled lobbying in Albany and chaired SSEU Local 371's legislative committee.

Bill Schleicher: Labor Editor SSEU News and Unionist; member Affiliations Committee; presently on staff of DC 37's Public Employee Press.

Joe Tepedino: caseworker; SSEU President 1962-1966; supervisor.

Alan Viani: President Local 371 1965-1968; presently on DC 37's research staff.

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George Wiley: Executive Director National Welfare Rights Organization 1966-1972.

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