

YFT History (1945-2006)

I. The Early Years (1945-1963)

- A. Getting an AFT charter
 - 1. 1945-46- Saunders H.S.- **Principal Patrick McHugh**
 - 2. 22 Charter members - **Irving Goldberg, Una Devlin, Kathleen Devlin, George Kleitz**
- B. YTA (NEA) vs. YFT (AFT) – Membership
- C. Teaching conditions before collective bargaining (contract)
 - 1. No bargaining for salaries-lowest in Westchester
 - 2. No prep time
 - 3. No class size maximum or class load maximum for secondary
 - 4. "Proper" dress code for teachers
 - 5. Elementary lunch duty, yard duty
 - 6. Elementary classroom teachers taught P.E., Music, library skills, etc.
 - 7. No limit on number of classes taught in a row, or number of preparations
 - 8. No Welfare Fund benefits
 - 9. No Teacher Interest Committee (TIC)
 - 10. No grievance procedure
 - 11. 11.No maternity leave- pregnant teacher had to resign in 4th month of pregnancy

II. Collective Bargaining Election (Superintendent Stanley Wynstra)

- A. Unilateral lengthening of school day – October 1963
- B. YTA meeting of protest- Executive Board action reverses membership vote.
- C. YFT campaign - **Dan Sanders** and the UFT
- D. Collective bargaining elections (April/May 1964) 7 votes short of employed teachers' majority (had majority of teachers voting)
- E. Collective bargaining election May 1965 – YFT over YTA - a landslide
- F. First contract: 9/65-6/30/66 (YFT President **Thomas Martin**)
 - 1. Salary raised \$1200, (scale \$5750-\$11,800)
 - 2. Class size maximum: K-6, 35; Secondary, 37 (with caveats)
 - 3. Secondary daily class load 160 (with caveats)
 - 4. Grievance procedure established (not binding)
 - 5. Transfers – requests honored "where feasible", seniority given priority "if all other factors are equal"
 - 6. YFT recognized as collective bargaining agent
 - 7. Monday, Tuesday and Thursday, teachers 30-minutes after student dismissal
 - 8. Maternity leave of 15 months starting any time but no later than the sixth month of pregnancy, with a possible extension for one school year
 - 9. Individual sick bank of 10 days a year to a maximum of 165 accumulation
 - 10. One personal day for urgent business approved by principal
 - 11. School aides to assist teachers established
 - 12. "Matters Not Covered" established
- G. **Taylor Law** replaces prior no-strike **Wadlin-Condon** law- 1967- establishes penalties rather than dismissal
- H. New slate of YFT officers elected headed by President **Walter Tice** (1967)
 - 1. Establishes monthly Building Delegate Assembly and TIC
 - 2. Establishes first YFT constitution
 - 3. Files first grievance and wins arbitration with UFT attorney assistance
 - 4. First PERB mediator, **Irving Bergman**, helps negotiate contract
 - 5. **Stanley Wynstra** retires June 1968

6. **Walter Tice** goes to England on Fulbright exchange program at school's end – **Carol Craft** assumes presidency until fall election

III. **Superintendent Paul Mitchell (July 1968-September 1970)**

- A. **Leonard Fintzy** elected YFT president
- B. **Bergman** becomes Board negotiator
- C. Union/Board avert first crisis under **Taylor Law**, September 1969, when teachers reject contract proposal and strike vote goes into effect
- D. All night negotiations produce a contract..teachers notified to enter school building and vote on contract at meeting after school
- E. 30-month contract approved – expires December 31, 1971
- F. Welfare Fund established – dental plan only
- G. **Fintzy** takes administration job -**Walter Tice** elected YFT president again in 1970
- H. Superintendent **Mitchell** dies suddenly before school opens in September 1970

IV. **Acting Superintendent James Gallagher (September 1970-June 1971)**

- A. Contract seniority clarification language negotiated amicably.
- B. Sick bank guidelines established.

V. **Superintendent Robert F. Alioto (July 1971-July 1975)**

- A. New contract negotiations
- B. Board demands: Flexibility in class sizes, right to involuntarily transfer teachers, return of lunch duty as an "educational" experience, elimination of prep periods, etc.
- C. Threatens to fire probationary teachers if they walk out
- D. First strike occurs after Christmas recess of intense negotiations produces no results
- E. 95% of teachers walk the picket lines – **Al Shanker joins** pickets – strike lasts 8 days
- F. New 29-month contract achieved with the help of **Dan Sanders**- includes job security clause preventing layoff of teachers for any reason other than cause
- G. **Tice** takes over arbitration chores – many grievances filed during **Alioto** regime H. New York State merger takes place 9/1/72 between United Teachers of New York (UTNY, AFT) and New York State Teachers' Association (NYSTA, NEA)- **Tice** on merger team, with **Al Shanker, Sandra Feldman, Tom Hobart, Toni Cortese**
 1. Interim Board of Directors includes **Tice**, also **Carol Craft** and **Ruth Dworkin** who had been on UTNY Executive Council
 2. Merged organization changes name from New York Congress of Teachers to New York State United Teachers (NYSUT)
 3. **Tice** elected to new Board of Directors and Exec. Committee of NYSUT
 4. Disaffiliated from NEA, December 1975 – **Shanker's "Keep the Clock"** speech

VI. **Acting Superintendent Anton Jungherr (July 1975-October 1975)**

- A. \$6 million shortage in Bd of Ed – attempts to reduce contractual wage increase from 12 ½ percent to 4 percent
- B. YFT wins in court and PERB – **Tice** fights state wage freeze in Albany and wins date delay to November 4th..after new salaries become effective

VII. **Superintendent Joseph Robitaille (October 1975-July 1978)**

- A. Yonkers Emergency Financial Control Board imposed by state- November 1975
- B. **Robitaille** closes 7 schools (3, 4, 7, 12, 15, 24, and Commerce HS)
- C. October 1975, 29 teachers, hired but not on Board minutes, fired
- D. January 1976 YFT appoints full time staff director, Elementary Vice-President **Ruth Dworkin**, funded by NYSUT
- E. February 1, 1976 188 teachers laid off
- F. March 1976 70 teachers laid off

- G. August 1976 143 teachers laid *off*
- H. Triggers job security clause- Bd goes to court to stop arbitration - lower courts agree - Court of Appeals upholds job security clause, arbitrators **Daniel House** and **Daniel Gutman** selected for two separate arbitrations - **Gutman** the 29 teachers, **House** all the remaining ones - **House** decision comes first
- I. Arbitration awards by **House** and **Gutman** cost city \$6 million- (three years of court battles before teachers are finally offered reinstatement and full compensation in 1979)
- J. The second strike/lockout occurs September 1977, triggered by Board attorney **Raymond Kuntz** and **Robitaille**
- K. Board demands: Cut salaries 29-35%; reduce lanes; eliminate MA increment, longevity etc.; lengthen school day by 1 hour 25 minutes; unlimited written evaluations and plan book supervision; reduction of sick/personal days; extension of school year by 10 days; eliminate seniority rights, Welfare Fund, class size maximum, prep periods, grievance procedure and all leaves of absence including maternity.
- L. **Triborough Decision** and **Taylor Law** amendment give union strength
- M. Strike lasts all of September- since teachers had taught only one day, costly, as penalties take two months' pay from striking teachers, 9 months loss of dues deduction
- N. With assistance of PERB mediator **Tom Carey**, two-year agreement reached
- O. New RIF provision replaces original job security clause for teachers hired prior to July 1, 1977- memo of agreement signed Friday, September 30- teachers return Monday
- P. Control Board holds up two year agreement until April 13 and then only approves first year
- Q. Board refuses to honor second year by signing new contract - YFT forced to agree to one year pact
- R. Board president **John Romano** attacks YFT and **Tice** personally
- S. First Yonkers Financial Control Board dissolves in June 1978
- T. **Robitaille** leaves July 1978

VIII. **Acting Superintendent John Humphrey (July 1978-April 1979)**

- A. New three year contract signed peacefully with **Humphrey** in September 1978

IX. **Superintendent Joan Raymond (April 1979-August 1986)**

- A. One of first actions of Raymond to end job security case by offering all remaining laid off teachers their positions as of May 9, 1979
- B. U.S. Government and NAACP file desegregation suit against City of Yonkers and Board of Education 1980
- C. **Raymond** tries to implement voluntary integration plan - shot down by community and Bd of Ed
- D. Contract negotiations peaceful throughout her tenure - resolved before school begins
- E. Walt Whitman Middle School closed because of loose asbestos contamination
- F. High School student dies in football practice
- G. Second Yonkers Control Board appointed in May 1984 - Imposes 4.5% salary increase cap on all city employees
- H. Desegregation suit begins August 1, 1983 after attempts to negotiate settlement rejected by Justice Department - **Judge Leonard Sand** presides - concludes November 1985
- I. Both city and Bd of Ed found guilty
- J. **Raymond** forcefully urges school desegregation plan relying on magnet schools
- K. YFT successfully gains ear of **Raymond** and **Judge Sand** re involuntary transfers to desegregate teaching staff - contract transfer provisions remain intact as do all contract provisions
- L. **Judge Sand** imposes order on Board of Education in May 1986 to desegregate schools

beginning September 1986- appoints **Joseph Pastore** as monitor to oversee implementation of order

- M. Three two-year contracts negotiated: 81-83, 83-85, 85-87 without acrimony- some serious grievances in last years of her regime regarding combined classes, change in school day, etc. causing some language changes in "Matters Not Covered" and "Management Rights" clauses, but no change to intent
- N. **Raymond** leaves in August 1986

X. **Superintendent Donald Batista (September 1986-October 1993)**

- A. Teacher Center becomes reality in September 1987 after fruitless attempts during **Raymond** regime
- B. **Richard Gazzola** first director of Teacher Center
- C. Two year contract approved, 1987-89
- D. 4½ % cap keeps salaries low...unable to recruit new teachers
- E. Unable to reach agreement on new contract in 1989, negotiations continue into next year
- F. Staff Director **Dworkin** retires end of school 1989, Junior High Vice-President **John Eshoo** appointed 2nd Staff Director
- G. YFT signs memo of agreement with **Batista** giving teachers 10% increases in last four years of a 5-year contract – nixed by city and control board
- H. YFT, YCA and CSEA coordinate a two-day strike on Friday and Monday, June 1st and 4th – YFT's third strike
- I. **Batista** closes schools (for safety reasons) so employees picket Bd of Ed and City Hall
- J. New contract, negotiated by President **Tice** and Vice-President **Steve Frey** (also political action chairman) agreed to by teachers, city hall and control board..gives retro 4.5% in first year, 9% in each of next four years spread over each year
- K. YFT loses only 3 months dues deduction because **Batista testifies** for YFT before PERB
- L. First retirement incentive adopted by Bd of Ed in 1991
- M. **Richard Gazzola** dies August 1991- **Ed Joseph**, groomed by **Gazzola**, appointed new Teacher Center director, declines in order to take administrative position – **Rita Seligmann** takes over as the 2nd Teacher Center Director, although no funds available – City Council comes up with needed funds
- N. Agency Fee bill signed by Governor **Mario Cuomo** in summer of 1992, renewed biennially
- O. **Donald Batista** leaves in October 1993

XI. **Superintendent Reginald Marra (November 1993-June 1998)**

- A. All city employee salaries frozen July 1, 1995
- B. August 1995, Control Board nixes 94-96 contract with modest 3.5% increase- reason, the Bd of Ed did not include funds for raises in their budget
- C. Strike vote taken with October 16, 1995 deadline- YFT executive board asks members to extend deadline until after election
- D. **John Spencer** defeats **Terrence Zaleski** for mayor of Yonkers – picture brightens
- E. Control Board approves contract December 28, 1995 -unions sign waiver to defer payment of increases
- F. Bd of Ed trustees **Ellis Cousens** and **Elaine Tsu** abstain from voting on teacher tenure as a matter of "principle" – they object to tenure per se – YFT protests to State Commissioner
- G. State retirement incentive adopted by Bd of Ed – 152 teachers retire, including President **Walter Tice** and Executive Vice President **Carol Craft** who continue in union positions until term expires in 1997
- H. Control Board lifts freeze July 1, 1996 – increases are paid retroactively

- I. State Commissioner of Education **Richard Mills** finds **Cousens** and **Tsu** violated oath and neglected duties by not voting on tenure of teachers – must vote on merits of each teacher – decision rendered in February 1997
- J. New officers elected to YFT – President **Steve Frey** and Executive Vice President **John Eshoo** take office July 1, 1997- **Eshoo** continues as Staff Director- **Tice** continues to handle arbitrations as grievance chair
- K. Negotiations begin with new Board negotiator, firm of Rains & Pogrebin, attorney **Terence (Terry) O'Neil**, 9 months after contract expires – posturing but no contract – new attorneys known as union busters
- L. After strike vote taken, new 3-year contract arrived at with YFT co-chair negotiators **Tice** and **Frey** at an all night session in November 1997, retroactive from 7/1/96-6/30/99
- M. YFT discovers Treasurer **Vincent Marolla**, who had served in that position for over 20 years, has embezzled some \$200,000 – under pressure **Marolla** resigns his position, returns funds over a six-month period, is charged by the district attorney, receives suspended sentence and community service penalty and retires from the district
- N. New fiscal safeguards installed -complete YFT audit is done
- O. **Marra** leaves June 1998
- P. Second Control Board disbands July 9, 1998

XII. Superintendent Andre Hornsby (August 1998-June 2000)

- A. First year shows disdain for contract – **Hornsby** comes from Houston, Texas where there is no collective bargaining – brings his cronies
- B. Nine grievances filed, wend their way towards arbitration
- C. Hires **Terry O'Neil** firm again for negotiations – continues to try to dismantle contract
- D. **Rita Seligmann** appointed Assistant Staff Director in September 1999 with surplus YFT funds
- E. Elementary VP **Lynn Edelstein** becomes 3rd Teacher Center Director
- F. New school year begins with no contract, horrible school conditions:
 1. Block scheduling imposed unilaterally
 2. Classes overcrowded, no maximum observed
 3. Teachers transferred without regard to seniority
 4. Teacher lunch hours as early as 8:30a.m.
 5. Chaotic discipline
- G. Teachers take strike vote, set September 30th deadline
- H. September 27 rally brings out labor forces in support for YFT
- I. Friday, October 1, after 13 fruitless hours of negotiations, teachers walk out in fourth strike
- J. Despite the fact that over 600 probationary teachers had been warned they would be fired, over 99% of the teachers walk out – schools chaotic – subs taken off the streets
- K. Parents overwhelmingly support teachers – hold candlelight vigil during negotiations
- L. Retirees flood office with offers of help – walk with teachers, bring coffee, etc.
- M. Negotiations resume Sunday with no progress
- N. **Hornsby** closes all schools on Monday "for reasons of safety"
- O. YFT requests PERB mediator – comes Monday night and is rebuffed by Board
- P. PERB mediator **Martin Scheinman** present Tuesday evening- a 11 night negotiations finally produce a two-year agreement 7/1/99-6/30/01 that eliminates block scheduling effective November 1 and keeps intact the important contractual clauses
- Q. **Hornsby** keeps schools closed on Wednesday, calling it a "snow holiday"- teachers approve contract Wednesday afternoon – teachers and students return to school Thursday

- R. Penalties include 18 months loss of dues check-off and \$50,000 fine- teachers lose 6 days pay – slated to make up three days
- S. Attempts by President **Frey** to work with **Hornsby** during school year futile
- T. Mayor **John Spencer**, who had interjected himself into negotiations, shows displeasure with **Hornsby**
- U. **Hornsby** is asked to leave in May 2000 by Mayor **Spencer**- leaves mid-June 2000

XIII. Superintendent Joseph Farmer (August 2000-November 2002)

- A. Period of peace – most grievances resolved before going to arbitration
- B. Board approves another state retirement incentive in August 2000- over 200 teachers retire, 164 with incentive
- C. **John Eshoo** retires- continues as staff director until 2001 - **Tice** steps down as grievance chair – over the years hundreds of grievances filed, more than 140 of which went to arbitration, to protect contract--most of which were won by YFT- **Florence McCue** becomes new grievance chair, **Ruth Dworkin**, vice grievance chair.
- D. Two-year contract, negotiated by President **Frey**, agreed to before end of contract in June 2001
- E. **Rita Seligmann** appointed 3rd Staff Director and is elected Executive Vice President in May 2001- **Barbara Johnson** appointed Assistant Staff Director as result of contract negotiations where Board agreed to pay for one full time person
- F. **Barbara Johnson** resigns from district and from YFT in August 2002 to take a job at NYSUT Elmsford office
- G. **Dan Florin** appointed Assistant Staff Director in September 2002
- H. September/October 2002- Bd of Ed showing displeasure with **Farmer**-try to micro-manage, second-guess his decisions – want all matters to come to Board
- I. **Farmer** resigns November 8, effective November 15, 2002

XIV. Superintendent Angelo Petrone (November 15, 2002-June 15, 2005)

- A. Grievances begin to mount, with two filed directly against **Petrone**, as former principal of Yonkers Middle/High School, and wife **Ada**, principal of School #14.
- B. At least 6 unresolved grievances proceed to arbitration.
- C. **Dan Florin**, at his request, returns to classroom.
- D. **Pat Puleo** appointed Assistant Staff Director, effective September 2003.
- E. Efforts to release **Dan Florin** on part-time basis unsuccessful.
- F. Negotiations for new contract bog down after contract expires, June 2003.
- G. Budget for school year 2003-2004 short at least \$20 million.
- H. City settles contracts with other municipal unions with 4% increases.
- I. 4% increases for Board of Ed employees would require \$10 million in addition to the \$20 million shortfall.
- J. Board holds *off* on any layoffs, hoping for assistance from the state.
- K. **Joe Farmer** runs for mayor with YFT endorsement and is defeated by **Amicone**.
- L. Shortfall reduced to \$12 million with help from the state. City does not give its share of shortfall.
- M. In December 2003, the City Council votes itself an increase.
- N. New budget proposed by Board of Education after City Council announces the city budget shows a \$30 million shortfall.
- O. School ends in June 2004 with no contract. Conditions of old contract continue.
- P. Board abolishes over 500 positions, and lays *off* over 200 teachers.
- Q. School begins in September 2004 with no art, music, librarians, social workers, etc. in elementary schools and sharply curtailed services in secondary schools. Sports and

other extracurricular activities cancelled.

- R. One guidance counselor is assigned to School 14 (**Ada Petrone's** school) and one other guidance counselor services the 28 other elementary schools.
- S. State comes up with \$6.1 million so that extracurricular sports are reinstated and some art and music teachers rehired for the elementary schools; some support staff rehired for all schools. Remaining teachers still laid off.
- T. Negotiations continue for new contract into the 2004-2005 school year.
- U. A new hiree to the Board's Accounting Department, salaried at \$90,000, is found to be a friend of **Petrone's** daughter, and seemingly unqualified for his position. He resigns after three months on the job.
- V. Continued investigation raises more questions about the **Petrone** influence and manipulation to get favored people jobs.
- W. Early in 2005, Yonkers City Council votes no confidence in **Petrone**, but Board of Education president **Ferrito** loudly praises him.
- X. Westchester District Attorney office begins investigation, terminating in an indictment of **Petrone** for falsifying documents and **Frank Lutz** as a party to the fraud.
- Y. **Petrone** resigns on June 15, 2005, before announcement is made of the indictment.
- Z. Deputy Superintendent **Bernard Pierorazio** is named interim Superintendent.

XV. Superintendent Bernard Pierorazio (June 15, 2005-)

- A. YFT President **Steve Frey** and Executive Vice President **Rita Seligmann** retire. New President **Pat Puleo** and Executive Vice President **Eugene Zilempe** take office.
- B. Executive Board expanded to 17, with two Elementary Vice Presidents and a new position created for a retiree, taken by **John Eshoo**.
- C. Negotiations for a new contract continue, with no money available for settlement and about 85 laid off teachers still without jobs.
- D. Teachers authorize the negotiating team to take "*any and all actions necessary to achieve an equitable contract.*"
- E. Teachers begin a third year without a contract. Triborough law keeps all contract provisions intact, but administration continues to violate the contract.
- F. Executive Board votes to take the issues to the Public Employment Relations Board (PERB).
- G. **Martin Scheinman** appointed by PERB as fact finder.
- H. Four-year contract agreed to and approved by membership on May 31, 2006, to expire June 30, 2007, keeping health coverage intact.