



Issue Backgrounder

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"No Work, No Pay": *The Lesson of the 1994 Denver Teachers' Strike*

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Summary

In October 1994, more than 2,000 members of the Denver Classroom Teachers Association (DCTA) went on a weeklong strike for larger salary increases and greater control of working conditions. A Denver district court judge sanctioned the strike as legal and left the Denver Public Schools (DPS) board of education and the DCTA to negotiate a settlement on their own.

The final point keeping the parties from reaching an agreement was paid amnesty for the striking teachers. The DCTA wanted to give all participating teachers five extra work days to make up for the pay they lost while protesting outside the classroom. The school board argued there was not enough money to add any workdays. In the end the two sides agreed to add three in-service days. The new contract obligated DPS to pay as much as \$2.1 million in additional taxpayer dollars for the in-service days.

Eight states have statutes denying compensation to public employee strikers, even though such strikes are legal in two of those states. Among the eight states with statutes denying public employees strike pay, Massachusetts and Michigan go a step further: they forbid public employers from providing any employee compensation or work time to make up for wages lost because of participation in a strike. Colorado has no such law.

1994 DCTA Strike: The Dispute Builds

Members of the Denver Classroom Teachers Association walked out of their classrooms during the second week of October 1994, protesting a contract proposal they deemed inadequate. Roughly 2,400 of Denver's 3,800 regular teachers, then averaging salaries of \$200 a day, went on strike. The district paid 1,200 emergency substitutes \$175 a day to keep school doors open. By the end of the week, a third of the 63,000 students stayed home.¹

The 1994 labor dispute was a result of problems either created or left unresolved by Governor Roy Romer's eleventh-hour 1991 contract intervention

following a negotiation breakdown between DPS and the teachers' union. Romer awarded teachers a generous three-step salary increase, even though funding for the final year of the increase was not then available.²

As the 1994 contract was being negotiated, the DCTA sought to increase total teacher salaries by \$8.1 million, while the district offered the DCTA \$4.1 million of an available \$5.1 million. DCTA President Leonard Fox said union members were also "dissatisfied with plans to include merit pay in their contract."³

The DCTA, which represented fewer than half the school district's employees, acted alone in setting an October 3 strike deadline. Leaders of labor groups representing bus drivers, communications workers, other support personnel and teachers not affiliated with the DCTA complained that the school board was offering the DCTA too much of the available funds for raises. Since the AFL-CIO would not endorse any strike, these leaders pledged to "encourage our members to work and support the educational needs of the students."⁴ Along with more than one-third of DPS teachers, school district support personnel did not participate in the strike.

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Many DCTA members were less disgruntled by salaries than by a lack of power to define working conditions. Romer's contract had established Collaborative Decision-Making (CDM) Committees at the school level to promote community involvement. The DCTA—which represented approximately 3,000 of the district's 3,800 teachers—sought more representation on these committees as well as clearer guidelines on teacher responsibilities for the 40-hour workweek. But the school board stayed firm on preserving the CDM committees as they were.⁵

In late August 1994, less than a week after DCTA declared its intent to strike, Executive Director of

Colorado Department of Labor and Employment Joe Donlon intervened and took jurisdiction in the dispute. Donlon released a compromise agreement on October 4, slightly increasing the school district's salary raise contribution and urging that CDM committees be "more sensitive to demands on teacher's time." Donlon's proposal fell short of the union's desires.⁶

1994 DCTA Strike: Compromises and Costs

The original October 3 strike deadline having passed, the DCTA reassembled on Sunday, October 9. Two-thirds of the 3,000 voting teachers approved the decision for a walkout the following morning, despite Donlon's repeated assertions that a strike resulting from a rejection of his compromise would be illegal. Donlon insisted that violators would be subject to \$100-a-day fines and 60-day jail sentences,

and said he had the right to reassert jurisdiction in the matter. Fox said he was willing to face jail time as a consequence for a teacher strike.⁷

While most Denver public school teachers walked the picket line, District Court Judge Larry Naves rejected Donlon's assertions. Judge Naves issued a decision on October 12—the strike's third day—declaring that state law only allowed Donlon to offer a suggested resolution of the dispute; the state's labor director had no authority to compel the parties involved to accept the agreement and stay on the job. The editors of

the *Rocky Mountain News* hailed Naves' decision requiring the district and union to resolve their own differences: "outsiders simply do not have a stake in any enterprise equal to that of managers or workers, and thus have no compelling incentive to impose a responsible settlement."⁸

Negotiators quickly went back to the table, working long hours to hammer out compromises. By Friday night, DPS and DCTA officials only needed to resolve whether striking teachers should be allowed

to make up for lost pay by adding five working days to the contract. Both sides agreed to add three voluntary training days for striking teachers to recoup some of their sacrificed earnings. Ninety-four percent of voting teachers approved the new agreement, which gave teachers \$5.1 million in salary increases and satisfied demands for clearer working conditions and more employee input.⁹

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DPS needed to add \$2.6 million to the following year's budget to pay for the newly-contracted salary increases; the contract also required the district to pay up to \$2.1 million for the three in-service training days made up to compensate for lost strike pay. The \$2.1 million figure assumed all 3,800 of the district's teachers participated in the voluntary training program, but a DPS official said no record was available showing how much the district spent on teachers who participated.¹⁰ Although DPS saved roughly \$800,000 during the strike by employing fewer and lower-priced substitute teachers, the district lost much more than \$800,000 resolving the strike.¹¹ Further, the costs of a week of unproductive education could not be tallied.

The official policy of DPS during the strike included "No restitution for lost wages or benefits," along with a careful monitoring and prevention of teachers abusing sick leave.¹² Yet in order to bring all the teachers back into the classroom, the district negotiated away the policy—conceding make-up workdays resulting in additional taxpayer costs.

Not everyone in the fray lost. The union stood to gain concessions from the school board as the strike continued, with stories spreading of students learning little or nothing from substitute teachers.¹³ Many students lost five days of learning through poor substitute teaching in the classroom. Yet in the end, striking teachers were rewarded, while taxpayers paid most of the bill for educational services not rendered.

Other States Mandate “No Pay” for Teacher Strikes

Whether by statute or by court ruling, 38 states do not recognize the right of public school employees to strike. Only six of the 38 states operate according to a fair and strict rule: no public employee can ever be paid any form of compensation for days on strike. Recognizing the danger of giving public employee unions the power to negotiate paid amnesty for days their members walk the picket line, the states of Delaware, Massachusetts, New York, Michigan, Iowa and Oklahoma have all instituted a fair “no work, no pay” policy.¹⁴

Massachusetts and Michigan add another point to reinforce this rule. In both states’ statutes, the employer is specifically forbidden from giving striking employees opportunities to make up for lost days.¹⁵ In Michigan, a “public school employer shall not provide a public school employee...any compensation or additional work assignment that is intended to reimburse the public school employee....”¹⁶

Four of the 10 states with statutes explicitly recognizing teachers’ right to strike also have some form of an official “no work, no pay” policy. Two of them—Minnesota and Illinois—specifically forbid compensating any teacher who participates in an unauthorized strike.¹⁷ Although allowing

teacher strikes under certain conditions, Ohio and Pennsylvania extend the “no work, no pay” rule to include strikes that are allowed by law.¹⁸

“No Work, No Pay”: Making a Fair Rule Meaningful

Before the Denver Classroom Teachers Association strike of 1994, the school district clearly articulated a “no work, no pay” rule for employees who walked out on their duties. In the heat of the dispute, however, negotiating board members offered in-service training days at the end of the school year to striking teachers. Meanwhile, the students of Denver Public Schools—most of whom either stayed home from school or received very little education in school—did not gain extra days.

Public employers should not pay employees for walking the picket line. Nor should public employers be able to offer additional work or compensation to make up for days lost during a strike. Had Colorado law included such a policy in 1994, the DCTA’s strike negotiators could not have sought paid amnesty, likely saving taxpayer funds for the school district. Adopting such a law may prevent potential future waste of public dollars.

Public employers should not pay employees for walking the picket line.

Endnotes

- ¹ Romel Hernandez, "The Walkout's Fallout: More Teachers Join Strike," *Rocky Mountain News*, 14 October 1994, 22A. Hernandez, "Teachers Strike Enters Homestretch: Final Efforts Focus on Extending School Year for Recovery of Lost Pay," *Rocky Mountain News*, 15 October 1994, 5A.
- ² Karen Abbott, "Denver Teachers Approve Ramer's Contract: 83% of Union Members Vote to Accept Pact with School District," *Rocky Mountain News*, 18 April 1991, 15. Al Knight, "First Let's 'Thank' Those Who Created This Mess," *Denver Post*, 2 October 1994, F-1.
- ³ Kris Newcomer, "Teachers Authorize Strike: Denver Union Votes to Allow Its Board to Set a Strike Date if Labor Negotiations Falter," *Rocky Mountain News*, 27 August 1994, 5A.
- ⁴ Letter from The Coalition of Denver Public Schools Employees to DPS Superintendent Irv Moskowitz, 27 September 1994. The groups represented in the coalition included the Denver Federation of Teachers, the Denver Federation of Paraprofessionals, the Amalgamated Transit Union, and the Communication Workers of America.
- ⁵ Mark Stevens, "Teachers Talk Strike During Unity Rally," *Denver Post*, 23 September 1994. Hernandez, "Labor Official May Order Compromise: If Denver Teachers Don't Accept Pact, then Strike Set for Oct. 3 would be Illegal," *Rocky Mountain News*, 24 September 1994, 4A.
- ⁶ Janet Bingham, "Teachers Offered \$1,000 Raise: State's DPS Plan to Increase Parents' Power," *Denver Post*, 5 October 1994, A-1. Hernandez, "Teachers Approve Strike by 2-1 Ratio: Union Rejects Compromise Contract Authored by State, but Officials Say Schools Will Open Despite Walkout," *Rocky Mountain News*, 10 October 1994, 4A.
- ⁷ "Teachers Offered \$1,000 Raise," *Post*, 5 Oct. 1994. "Teachers Approve Strike," *RMN*, 10 Oct. 1994. Hernandez, "Union Chief Shuns Compromise, Hints at Teachers Strike: State Threatens to Call Walkout Illegal, Fine or Jail Any Educators Who Leave Their Posts," *Rocky Mountain News*, 6 October 1994.
- ⁸ *Rocky Mountain News*, 13 October 1994, 55A.
- ⁹ Romel Hernandez, "Teachers Strike Enters Homestretch: Final Efforts Focus on Extending School Year for Recovery of Lost Pay," *Rocky Mountain News*, 15 October 1994, 5A. Tracy Seipel and Janet Bingham, "Teachers Approve Contract: DPS Classes Will Resume on Tuesday," *Denver Post*, 16 October 1994, A-1.
- ¹⁰ Bingham, "DPS Facing Lean Budget: \$2.6 Million More Needed for Raises," *Denver Post*, 18 October 1994, A-1. E-mail from DPS Chief Financial Officer Velma Rose to author, 9 February 2004. Concerning the records: "This was just too long ago for us to have the detail."
- ¹¹ *Minutes of the Legislative Meeting of the Board of Education of School District No. 1 in the City and County of Denver and State of Colorado, Dec. 1, 1994*, 6. Rose, e-mail to author: "I have no way of verifying whether we reached the \$800,000 savings target; however, I do know there was some savings."
- ¹² Denver Public Schools Personnel Services Memorandum to All Denver Public School Teachers, 6 October 1994. *Denver Board of Education Meeting Minutes, Sept. 22, 1994*, 7-8. Denver Public Schools Interdepartmental Communication from Robert G. Vidal, Asst. to the Chief Operating Officer/Human Resources to Principals and Department Heads, Bulletin #94/95-77, 18 October 1994.
- ¹³ Jeffrey A. Roberts, "Education Comes to a Halt in Most DPS Schools: No Challenges, Lots of Games, Kids Grump," *Denver Post*, 12 October 1994, A-16. There were anecdotal reports of students participating in learning games with materials they had already mastered or sitting around watching MTV.
- ¹⁴ 14 Delaware Code § 4016. 19 Del. C. § 1316, 1616. Massachusetts General Laws § 150E:15. New York Civil Service Code § 210. Michigan Compiled Laws § 423.202a. Iowa Code § 20.12. Oklahoma Statutes § 70-509.8.
- ¹⁵ Massachusetts General Laws § 150E:15. School districts in Massachusetts are exempt from this rule if they do "not receive authorization for a shortened school year from the department of education...."
- ¹⁶ Michigan Compiled Laws § 423.202a.
- ¹⁷ Illinois Compiled Statutes § 5-315-17. Minnesota Statutes § 179A.19.
- ¹⁸ Ohio Revised Statutes § 4117.15. 43 Pennsylvania Statutes § 1101.1006.

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