

P.E.R.C. NO. 97-114

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TEANECK BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-96-132

TEANECK TOWNSHIP EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants, in part, the request of the Teaneck Board of Education for a restraint of binding arbitration of a grievance filed by the Teaneck Township Education Association. The grievance seeks to prevent the Board from permitting teachers to hold parent-teacher conferences in lieu of administrative or department meetings and seeks compensation for teachers involved in those conferences. The restraint is granted to the extent the grievance seeks to prohibit the Board from permitting teachers to schedule parent-teacher conferences during administrative or department meetings. The request is denied to the extent the grievance seeks compensation for teachers who conduct parent-teacher conferences.

This synopsis is not part of the Commission decision. It has been prepared for the convenience of the reader. It has been neither reviewed nor approved by the Commission.

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Appearances:

For the Petitioner, Kenney and Gross, attorneys  
(Mark Tabenkin, of counsel)

For the Respondent, Springstead & Maurice, attorneys  
(Alfred F. Maurice, of counsel)

DECISION AND ORDER

On May 31, 1996, the Teaneck Board of Education petitioned for a scope of negotiations determination. The Board seeks a restraint of binding arbitration of a grievance filed by the Teaneck Township Education Association. The grievance seeks to prevent the Board from permitting teachers to hold parent-teacher conferences in lieu of administrative or department meetings and seeks compensation for teachers involved in those conferences.

The parties have filed exhibits and briefs. These facts appear.

The Association represents a unit of the Board's certificated and non-certificated employees. Article 19, sections B(2) and C(2) of the parties' most recent collective negotiations

agreement provides for administrative or department meetings one day per week beginning fifteen minutes after school dismissal.

Those sections provide:

B(2) One (1) day per week will be reserved for administrative or department meetings. The total number of such meeting hours shall not exceed forty (40) hours per school year. The aforementioned meetings shall commence no later than fifteen (15) minutes after the dismissal of students. In any event, the calculating of the forty (40) hours per school year inclusive noted above shall commence fifteen minutes after the dismissal of students.

C(2) In addition to the hours of work set forth in Paragraph C.1 above, there shall be reserved for administrative or department meetings, a total of forty (40) hours per school year. The aforementioned meetings shall commence no later than fifteen (15) minutes after the dismissal of the students. In any event, the calculating of the forty (40) hours per school year inclusive noted above shall commence fifteen (15) minutes after the dismissal of the students.

Article 23 provides compensation for voluntary attendance at parent-teacher conferences scheduled at the Board's sole discretion. Section A provides:

Parent-Teacher Conferences

1. Any and all parent-teacher conferences will be scheduled at the sole discretion of the Board.
2. Such conferences, if any, may be scheduled by grade, school, etc., or in any other such manner as the Board may deem appropriate.
3. No minimum number of parent-teacher conferences need to be scheduled by the Board.
4. Teacher participation shall be voluntary.
5. The Teaneck Township Education Association shall circularize its membership urging participation.

6. Participating teachers will notify the Board of their intention to take part in the program in the manner designated by the Board.

7. Teachers participating in parent-teacher conferences shall be compensated at a rate of \$38.48 per hour for the 1993-94 school year; \$40.21 for the 1994-95 school year; and \$41.82 for the 1995-96 school year.

Article 19, section A allows the Board to direct teachers to meet with parents during preparation periods if another time for a meeting cannot be arranged. The grievance procedure ends in binding arbitration.

On October 14, 1994, the assistant superintendent notified K-8 principals that parent-teacher conferences could be scheduled during the time set aside for the November 7 faculty meeting. Teachers were given the option of holding the conferences, but were not compensated for the conferences. According to the assistant superintendent, teachers have routinely held parent-teacher conferences during the regular work day without receiving additional compensation.

On December 8, 1994, the Association filed a grievance demanding an end to the practice of holding parent-teacher conferences in lieu of faculty meetings and demanding compensation for teachers who held conferences beyond the end of the regular school day.

The Board denied the grievance. It explained that teachers would have the option of scheduling conferences or attending staff meetings. It asserted that the real issue was

whether it could change the nature of the work assigned during contractually negotiated and paid for work hours, so long as such changes did not increase instructional and pupil contact time above contractual levels. The Association demanded arbitration. This petition ensued.

Our jurisdiction is narrow. Ridgefield Park Ed. Ass'n v. Ridgefield Park Bd. of Ed., 78 N.J. 144, 154 (1978), states:

The Commission is addressing the abstract issue: is the subject matter in dispute within the scope of collective negotiations. Whether that subject is within the arbitration clause of the agreement, whether the facts are as alleged by the grievant, whether the contract provides a defense for the employer's alleged action, or even whether there is a valid arbitration clause in the agreement or any other question which might be raised is not to be determined by the Commission in a scope proceeding. Those are questions appropriate for determination by an arbitrator and/or the courts.

Thus, we cannot consider the merits of the grievance or any contractual defenses the employer may have.

The Association argues that its grievance seeks compensation solely for work performed beyond the regular work day. The grievance and demand for arbitration, however, appear to contest the directive permitting teachers to schedule conferences during administrative or department meetings.

The Board argues that it has both a managerial prerogative and a contractual right to schedule parent-teacher conferences. It also argues that there is no severable compensation issue.

Local 195, IFPTE v. State, 88 N.J. 393 (1982), articulates the standards for determining whether a subject is mandatorily negotiable:

[A] subject is negotiable between public employers and employees when (1) the item intimately and directly affects the work and welfare of public employees; (2) the subject has not been fully or partially preempted by statute or regulation; and (3) a negotiated agreement would not significantly interfere with the determination of governmental policy. To decide whether a negotiated agreement would significantly interfere with the determination of governmental policy, it is necessary to balance the interests of the public employees and the public employer. When the dominant concern is the government's managerial prerogative to determine policy, a subject may not be included in collective negotiations even though it may intimately affect employees' working conditions. [Id. at 404-405]


Applying these standards, we hold that the Board has a managerial prerogative to permit teachers to schedule parent-teacher conferences during administrative or department meetings. Compensation issues related to parent-teacher conferences are mandatorily negotiable and may be submitted to binding arbitration. See Berkeley Heights Bd. of Ed., P.E.R.C. No. 89-61, 15 NJPER 23 (¶20008 1988), aff'd NJPER Supp.2d 213 (¶188 App. Div. 1989); Hammonton Bd. Ed., P.E.R.C. No. 87-26, 12 NJPER 755 (¶17284 1986); Freehold Reg. H.S. Dist. Bd. Ed., P.E.R.C. No. 84-119, 10 NJPER 265 (¶15129 1984); Mt. Laurel Tp. Bd. Ed., P.E.R.C. No. 83-8, 8 NJPER 435 (¶13204 1982). In this case, the parties' contract provides for extra compensation for

teachers participating in parent-teacher conferences. Whether that provision applies to conferences held during contractually authorized faculty meetings scheduled after the dismissal of students is a matter of contract interpretation reserved to the arbitrator.

ORDER

The Board's request for a restraint of binding arbitration is granted to the extent the grievance seeks to prohibit the Board from permitting teachers to schedule parent-teacher conferences during administrative or department meetings. The request is denied to the extent the grievance seeks compensation for teachers who conduct parent-teacher conferences.

BY ORDER OF THE COMMISSION

  
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Millicent A. Wasell  
Chair

Chair Wasell, Commissioners Buchanan, Finn, Klagholz and Ricci voted in favor of this decision. None opposed. Commissioner Boose abstained from consideration. Commissioner Wenzler was not present.

DATED: March 26, 1997  
Trenton, New Jersey  
ISSUED: March 26, 1997