

P.E.R.C. NO. 79-91

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

HOLLAND TOWNSHIP BOARD
OF EDUCATION,

Petitioner,

-and-

Docket No. SN-79-80

HOLLAND TOWNSHIP EDUCATION
ASSOCIATION,

Respondent.

SYNOPSIS

In a Scope of Negotiations Determination, the Commission finds the issue of the scheduling of parent-teacher conferences by teachers involved the issue of workload. As such, it is a term and condition of employment and may be submitted to arbitration if otherwise arbitrable under the parties' collective negotiations agreement.

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Appearances:

For the Petitioner, Herr & Fisher, Esqs.
(Mr. Cowles W. Herr, of Counsel)

For the Respondent, Stephen E. Klausner, Esq.

DECISION AND ORDER

A Petition for Scope of Negotiations Determination was filed with the Public Employment Relations Commission on March 2, 1979 by the Holland Township Board of Education (the "Board"). The Petition seeks a determination as to whether the scheduling of parent/teacher conferences is a term and/or condition of employment. This dispute arose when the Holland Township Education Association (the "Association") filed a grievance with respect to this issue. All briefs were filed by April 4, 1979.

Prior to 1978, the Board assumed the responsibility of scheduling parent/teacher conferences. This involved the preparation of a master schedule.^{1/} In 1978, the responsibility for

1/ The problems faced included the limited availability of some of the parents and the desire to schedule parents with more than one child for conferences with the appropriate teachers all on one day.

the preparation of the master schedule was switched to each individual teacher.

The Board maintains that the New Jersey Legislature has vested local school boards with certain management powers.^{2/} In the exercise of these responsibilities, the Board decided to require teachers to schedule parent/teacher conferences. The Board claims that there is no requirement that any of this scheduling work be performed before or after the normal work day. Therefore, this matter, argues the Board, is neither mandatorily negotiable nor arbitrable.

Citing Maywood Bd of Ed v. Maywood Ed. Ass'n, P.E.R.C. No. 78-23, 3 NJPER 377 (1977), motion for reconsideration P.E.R.C. No. 78-37, 4 NJPER 6 (14003 1978), affmd in part, revd in part, App. Div. Docket No. A-1648-77, Pet for Cert pending Supreme Court Docket No. 15,917 and Byram Board of Education and Byram Tp Education Ass'n, P.E.R.C. No. 76-27, 2 NJPER 143 (1976), affmd 152 N.J. Super. 12 (App. Div. 1977), the Association alleges that there has been a change in workload which is mandatorily negotiable and arbitrable. The Association maintains that the teachers have expended many hours of otherwise free time, including lunchtime and after school hours, to schedule parent/teacher conferences.

It is undisputed that the Board has required its teachers to perform a function which previously had been performed by someone other than teachers. This clearly involves an issue of

^{2/} N.J.S.A. 18A:11-1, 18A:16-1, 18A:27-4, 18A:28-9, 18A:25-1 and 18A:27-1.

teacher workload. The Board's allegation that it does not require the scheduling duty be performed outside of normal working hours is of no consequent in this scope of negotiations determination. The issue is not an increase in the length of the work day. The Commission understands that there has been no change in the length of the work day. On the other hand, this Commission and the courts have consistently held that workload is a term and condition of employment which is mandatorily negotiable.^{3/}

The Commission is limited in its scope of negotiations decisions to determining whether particular matters in dispute are within the scope of collective negotiations and may proceed to arbitration. The Commission finds the instant dispute to involve an issue of teachers' workload. This is a mandatorily negotiable term and condition of employment which may be submitted to arbitration pursuant to the procedures contained in the collective negotiations agreement of the parties if otherwise arbitrable under the parties' agreement.

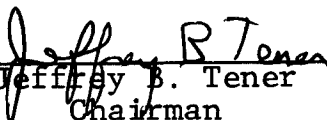
ORDER

Pursuant to N.J.S.A. 34:13A-5.4(d) and the foregoing discussion, the Public Employment Relations Commission hereby determines that the matter in dispute relates to the workload

^{3/} Red Bank Bd. of Ed. v. Warrington, 138 N.J. Super. 564 (App. Div. 1976); Byram Bd of Ed v. Byram Tp Ed Ass'n, supra.; In re Bd. of Ed of the Borough of Fair Lawn, P.E.R.C. No. 79-44, 5 NJPER 48 (¶10032 1979); In re Newark Bd of Ed, P.E.R.C. No. 79-38, 5 NJPER 41 (¶10026 1979) and In re Rahway Bd of Ed, P.E.R.C. No. 79-30, 5 NJPER 23 (¶10015 1979).

of teachers. It is a required subject for collective negotiations and a grievance relating thereto is arbitrable if otherwise arbitrable pursuant to the agreement of the parties.

BY ORDER OF THE COMMISSION



Jeffrey B. Tener
Chairman

Chairman Tener, Commissioners Graves and Hartnett voted for this decision. None opposed. Commissioners Hipp and Newbaker abstained. Commissioner Parcels was not present.

DATED: Trenton, New Jersey
May 22, 1979
ISSUED: May 23, 1979