

P.E.R.C. NO. 83-95

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CUMBERLAND COUNTY COLLEGE,

Petitioner,

-and-

Docket No. SN-83-10

FACULTY ASSOCIATION OF  
CUMBERLAND COUNTY COLLEGE,

Respondent.

SYNOPSIS

The Chairman of the Commission, acting pursuant to authority delegated by the full Commission, issues a decision finding certain proposals submitted during successor contract negotiations to be not mandatorily negotiable. The Chairman concluded that the proposals, as written, would impermissibly restrict the College's right to determine class size.

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Appearances:

For the Petitioner, Kavesh, Basile, Radano & Healey,  
P.A. (Frank G. Basile, On the Brief)

For the Respondent, Jerry Veldof, NJEA UniServ  
Representative

DECISION AND ORDER

On July 30, 1982, Cumberland County College ("College") filed a Petition for Scope of Negotiations Determination with the Public Employment Relations Commission. The petition alleged that certain proposals, relating to minimum and maximum class size, which the Faculty Association of Cumberland County College ("Association") submitted during successor contract negotiations were not mandatory subjects of negotiation.

On August 24, 1982, the College filed a brief in support of its petition. On October 26, 1982, the Association filed a letter response. It did not dispute that "class size" was not a mandatory subject of negotiations. Instead, it maintained that the proposal related to the impact of class size on teachers which it alleges is mandatorily negotiable.

The parties' current contract contains the following provisions in Article IV A:

...When the budget, schedule and facilities permit, the following guidelines will prevail:

1. The maximum number of students in each class should normally be thirty-four;
2. Every effort will be made to maintain a twenty student limit in English Composition, speech, foreign language, accounting classes, and math fundamentals;
3. Students in laboratory sections shall not exceed the number of fixed stations in assigned rooms;
4. The minimum number of students that should register for a course section in order for it to be held should normally be fifteen (15), subject to Board of Trustees' exceptions;
5. English Fundamentals shall normally be limited to a maximum of fifteen (15) students;
6. In no event shall the provisions of sections (1) through (5) of this Article exceed 50% of guideline totals;
7. The Board and Association recognize that there are certain types of lectures which lend themselves and/or which can be accomplished by the auditorium-type lecture. Any and all types of these lectures shall be exceptions to the aforementioned guidelines.

The Association seeks the inclusion of these provisions in a successor agreement.

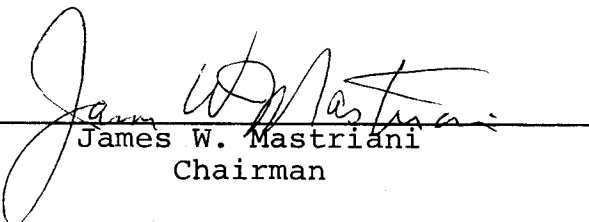
Pursuant to N.J.S.A. 34:13A-6(f), the full Commission has delegated authority to me to resolve this case. Applying well-established case law, I find the proposal in question is non-negotiable.

It has been repeatedly ruled that a board of education has a non-negotiable prerogative to fix class size. See, e.g., In re New Providence Bd. of Ed., P.E.R.C. No. 83-88, 9 NJPER \_\_\_\_ (¶ \_\_\_\_ 1982); In re Deptford Township Bd. of Ed., P.E.R.C. No. 83-44, 8 NJPER \_\_\_\_ (¶ \_\_\_\_ 1982); In re Jersey City Bd. of Ed., *supra*; In re Freehold H.S. Bd. of Ed., P.E.R.C. No. 81-58, 6 NJPER 548 (¶11378 1980); In re Wanaque Bd. of Ed., P.E.R.C. No. 80-152, 6 NJPER 323 (¶11160 1980); In re New Jersey Institute of Technology, P.E.R.C. No. 80-27, 5 NJPER 392 (¶10303 1979). The provisions of subsection 1 through 7 set a definitive number of students as the minimum or maximum or applicable standard for a particular class or course section. These provisions directly implicate the employer's class size decisions and are not limited to the impact of any such decisions on the employees' terms and conditions of employment. Therefore, I find that the instant clause impermissibly restricts the College's right to determine class size. Accordingly, Article IV A, subsections 1 through 7 as written are not negotiable.

ORDER

Article IV A, subsections 1 through 7 as written are not mandatorily negotiable.

BY ORDER OF THE COMMISSION

  
James W. Mastriani  
Chairman

DATED: Trenton, New Jersey  
January 6, 1983