

P.E.R.C. NO. 95-102

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

WEST PATERSON BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-95-30

WEST PATERSON EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission finds that the subject matter of an arbitration award concerning a grievance filed by the West Paterson Education Association against the West Paterson Board of Education is within the scope of negotiations. The grievance asserts that the Board violated a provision of the parties' collective negotiations agreement limiting the number of subject areas and teaching preparations that could be assigned to a seventh or eighth grade teacher. The Commission reaffirms that workload limits are mandatorily negotiable, noting that the Appellate Division has specifically held that contractual clauses limiting the number of a teacher's subject areas and teaching preparations are mandatorily negotiable aspects of workload.

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, Anthony P. Sciarrillo, attorney

For the Respondent, Bucceri and Pincus, attorneys (Louis P. Bucceri, of counsel)

DECISION AND ORDER

On October 3, 1994, the West Paterson Board of Education petitioned for a scope of negotiation determination. The Board seeks a restraint of binding arbitration of a grievance filed by the West Paterson Education Association. The grievance asserts that the Board violated a provision of the parties' collective negotiations agreement limiting the number of subject areas and teaching preparations that could be assigned to a seventh or eighth grade teacher.

The parties filed briefs and exhibits. These facts appear.

The Association represents the Board's teachers and certain other employees. The parties entered into a collective negotiations agreement effective from July 1, 1992 through June 30, 1995.

Article VII(B) (2) provides:

Seventh and eighth grade teachers shall not be required to teach more than two (2) subject areas, nor more than a total of two (2) teaching preparations at any one time.

During the 1993-1994 school year, several seventh and eighth grade teachers at Memorial School were required to teach more than two subject areas and/or more than two teaching preparations. Subject areas are different subjects such as English, math and history. Teaching preparations are different grade or ability groupings each requiring separate preparation.

The Association filed a grievance asserting that the Board had violated Article VII(B)(2). The Board denied the grievance and the Association demanded arbitration. This petition ensued. The arbitration proceeding continued.

On December 3, 1994, the arbitrator issued his award. He found that the principal, while not following the contractual language, had acted consistently with longstanding past practice in making assignments for the 1993-1994 school year and he accordingly denied any monetary relief. He also concluded, however, that the contractual language was clear and he therefore ordered the Board to comply with Article VII(B)(2) the next time schedules were changed.

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 do not consider the contractual merits of the arbitration award.

Workload limits are mandatorily negotiable. State v. State Supervisory Employees Ass'n, 78 N.J. 58, 74 (1978); Burlington Cty. College Fac. Ass'n v. Bd. of Trustees, 64 N.J. 9, 14 (1973); In re Maywood Bd. of Ed., 168 N.J. Super. 45, 58-59 (App. Div. 1979), certif. den. 81 N.J. 292 (1979). The Appellate Division has specifically held that contractual clauses limiting the number of a teacher's subject areas and teaching preparations are mandatorily negotiable aspects of workload. In re Byram Tp. Bd. of Ed., 152 N.J. Super. 12, 26 (App. Div. 1977); Ramsey Bd. of Ed., P.E.R.C. No. 85-119, 11 NJPER 372 (¶16133 1985), aff'd NJPER Supp.2d 160 (¶141 App. Div. 1986). Such clauses prevent uncompensated workload increases and do not interfere with the Board's right to determine which teachers will teach what courses given negotiated workload limits.<sup>1/</sup> Following this established case law, we hold that the

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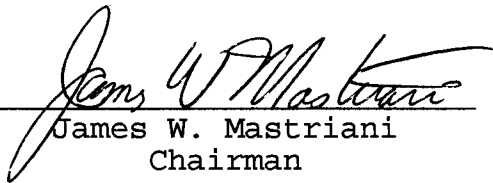
<sup>1/</sup> In Ramsey, we noted the hypothetical possibility that a teacher might be required to accept an extra teaching preparation or subject area if no other qualified teacher was available, but we added that in that instance the severable issue of additional compensation for the additional assignment would still be mandatorily negotiable. 11 NJPER at 373 n.4.

subject matter of the arbitration award is within the scope of negotiations.

ORDER

The subject matter of the arbitration award is within the scope of negotiations.

BY ORDER OF THE COMMISSION

  
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James W. Mastriani  
Chairman

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

DATED: May 23, 1995  
Trenton, New Jersey  
ISSUED: May 24, 1995