

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of	:	
	:	
OAK CREEK - FRANKLIN JOINT CITY	:	
SCHOOL DISTRICT NO. 1	:	Case III
	:	No. 16717 DR(M)-42
Requesting a Declaratory Ruling	:	Decision No. 11827-E
Pursuant to Section 111.70(4)(b)	:	
Wis. Stats., Involving a Dispute	:	
Between Said Petitioner and	:	
	:	
OAK CREEK EDUCATION ASSOCIATION	:	
	:	

ORDER REGARDING MOTION FOR RECONSIDERATION

The Wisconsin Employment Relations Commission having, on September 11, 1974, issued a Declaratory Ruling in the above entitled matter, wherein it found, among other things, that proposals, submitted in collective bargaining by the Oak Creek Education Association to the Oak Creek - Franklin Joint City School District No. 1, concerning "class size", "contact hours", and "curriculum" related to basic educational policy, and that, however, should the matters contained in such proposals be implemented, that such matters will have an impact on the wages, hours and working conditions of teachers in the employ of said District; that therein the Commission concluded therefore that matters covered by such proposals were reserved to the management and direction of the District, and that the District was not required to engage in collective bargaining, as defined in Section 111.70(1)(d) of the Municipal Employment Relations Act, with said Association on such proposals, except insofar as the establishment thereof affected wages, hours and conditions of employment of said teachers; and that on September 23, 1974, the Association having filed with the Commission a motion that the Commission, in effect, reverse its determinations with regard to the "class size", "contact hours", and "curriculum" proposals by finding that such proposals primarily relate to wages, hours and working conditions, and that, therefore, the subject matter of such proposals are subject to mandatory bargaining within the meaning of the above cited statutory provision; and the Commission having reviewed said motion, the brief in support thereof filed October 4, 1974, by said Association, its entire Declaratory Ruling and Memorandum accompanying same, and being satisfied that its original determinations with respect to the "class size", "contact hours", and "curriculum" proposals are correct and that the Declaratory Ruling shall stand as issued;

NOW, THEREFORE, it is

ORDERED

That the Findings of Fact, Conclusions of Law and Declaratory Ruling made and issued by the Wisconsin Employment Relations Commission on September 11, 1974, in the above entitled matter stand as issued in all respects.

Given under our hands and seal at the City of Madison, Wisconsin, this 17th day of October, 1974.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Morris Slawney
Morris Slawney, Chairman

Zel S. Rice II
Zel S. Rice II, Commissioner

Howard S. Bellman
Howard S. Bellman, Commissioner

MEMORANDUM ACCOMPANYING
ORDER REGARDING MOTION FOR RECONSIDERATION

In its brief filed in support of its motion, the Association contends that its proposal with regard to "class size" is an "impact proposal" and, therefore, a mandatory subject of bargaining. Specifically it argues as follows:

"In the present case, the OCEA proposal is to amend existing contract language which designates the teacher-pupil ratios therein as 'guidelines.' The proposed new language provides that 'All the pupil-teacher ratios are desirable goals that the Board will strive to obtain.' The entire thrust of the proposal is the language, 'In the event that any teacher is required to teach a class that exceeds these guidelines that teacher shall be compensated at a rate of \$10.00 per week per pupil.'"

Reference is specifically made to the entire proposal as set forth in paragraph 4. of the Findings of Fact. It is to be noted that Section 21.1 proposes that classes through grade 6 "shall not exceed a maximum of 25 pupils per teacher," and that Section 21.2 proposes that Junior and Senior High School classes "shall not exceed 25 pupils per teacher in average and high achievement classes and shall not exceed 15 pupils in basic sections; heterogeneous classes shall not exceed 25 pupils per class." Section 21.3 does contain the language cited in the Association's brief as noted above. However, the Association has omitted a sentence in the proposal affecting such "desirable goals." Such sentence reads as follows: "They may, however, be revised, if unforeseen population changes, transportation, and physical plant limitations dictate."

It is clear from the language of the entire "class size" proposal that the Association would establish maximum class sizes and would, however, permit some revision thereof under specific circumstances. If it had been the intent of the Association to require the District to bargain only on the impact of the size of classes as established by the District, rather than on the size of classes itself, as well as the impact thereof, it could have so proposed.

The Association also moves that the Commission reverse its conclusion that the "contact hours" proposal is not subject to mandatory bargaining. It contends that the proposal directly affects teachers' work loads and hours. It also argues that there exists no basis for distinguishing the effect of its "contact hours" proposal from the Commission's conclusion that the District must bargain on the matter of whether teachers should perform typing and duplicating duties. In response we wish to note that the proposal, while affecting work load and hours, includes certain limitations with respect to the number of classes taught, as well as preparation periods. While work load and hours are affected, we are convinced that the number of classes taught and the number of preparations required of each teacher is a matter of basic educational policy, while typing and duplicating duties are not.

Finally the Association would have the Commission conclude that the "curriculum" proposal is a mandatory subject of bargaining. It contends that the Commission did not set forth those portions of the proposal which concerned basic education policy. Further, it argues that the "guts" of its proposal is to change the hours of curriculum work from being performed in the regular school year to the summer months, and to make such participation voluntary, and to establish a rate of pay for such work. We view the "guts" of the proposal as requiring the involvement of teachers in curriculum studies and planning by establishing the number of committees, and the number of teachers on such committees, and, therefore, we stand by our initial determination.

Dated at Madison, Wisconsin, this 17th day of October, 1974.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Merrie Slavney
Merrie Slavney, Chairman

Zel S. Rice II
Zel S. Rice II, Commissioner

Howard S. Bellman
Howard S. Bellman, Commissioner