

PUBLIC SCHOOLS

CASE: Jason #1

Employer

-and-

GR: Class Size

ASSOCIATION

Union

GRIEVANCE

Step I (Date Filed) 10/13/92: Article 14, Sect A, Par 1, A-1h, Opening 1, Sec #5, Article 14 opening 1, Par E.

Step II (Date Filed) 10/13: Grievant: Mike Table

Statement of Grievance: Class size in Ind. Arts too large. # of work stations not mutually agreed to. Class size presents safety and health problems. See attached letter.

Principal's Response: We will look at various alternatives to schedule around 30 students in the class. Maybe 4 1/2 week classes would be better. There does not appear to be a contract violation.

FACTS

The grievant, Mike Table, has worked as the Industrial Arts (Shop) teacher in the Public Schools for approximately 15 years. From the late 1970's to the late 1980's, the Middle School Industrial Arts class contained 24 students. When a new principal, Mr. Bike, was hired, class size for the Industrial Arts program increased to 28 students. Grievant objected on the basis that there weren't sufficient work stations to accommodate more than 24

students. At that time there were only **six** work tables with 4 persons for each table. Mr. Bike then increased the number of work stations by installing one more work table to raise the capacity of the room to 28.

At the beginning of the 92-93 school year, the curriculum was changed so that 6th and 7th grade students would take Shop in a six-week rotation rather than the previous four and one-half week rotation. Since there would be less rotations, probably there would be more students per class, unless something was done. Grievant expressed concern to the principal about larger classes and the principal responded by encouraging more students to take Band in hope that the Shop classes would remain about the same size. This alternative did not work and class size has been averaging around 33 for the current school year. Grievant filed this grievance asserting that these larger classes violate the collective bargaining agreement.

APPROPRIATE CONTRACT LANGUAGE

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A R T I C L E V I
ADMINISTRATION RIGHTS

- A. Subject to the provisions of this Agreement and **Public Act 379 of the Public Acts of 1965, the District reserves** and retains full rights, authority and discretion to control, supervise, and manage the operation of all schools and the **educational process and to make all decisions and policies not inconsistent with the terms of this Agreement.**

- B. **All existing policies relating to employment, not inconsistent with or abrogated by this Agreement**

shall continue in full force and effect. The parties recognize the right of the District unilaterally to make reasonable changes in such policies not inconsistent with the terms of this Agreement.

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ARTICLE VIII
TEACHING CONDITIONS

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the District. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

A. Class size

1. Both parties recognize that the pupil-teacher ratio is an important aspect of an effective educational program and agree that class size should be lowered wherever possible to meet the following standards except in traditional large group instruction. In experimental classes, standards may be altered upon mutual agreement between the teacher(s) and the District.

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A-1h. The District shall, in consultation with the teacher, determine the number of work stations in a room. In no case shall the number of students exceed the number of work stations. The number of work stations shall be such as to not endanger the health and safety of the students and teachers involved.

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2b. When the middle schools are on a five (5) hour day, all 6-8 middle school teachers shall teach no more than five (5) instructional periods two hundred seventy (270) minutes approximately and have one (1) preparation period. Teachers, other than teachers of self-contained classrooms, may be assigned no more than four (4) preparations except by mutual agreement.

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All teachers in grades 6-8 will be limited to no more than one hundred sixty-five (165) students per day. All teachers, except art, music, p.c., home economics, and human growth and development will be limited to no more than thirty-five (35) students per class.

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2c. When the middle schools are on a six (6) hour day, all 6-8 middle school teachers shall teach no more than six (6) instructional periods [two hundred seventy (270) minutes approximately] and have one preparation period. Eighth grade teachers may be assigned no more than four (4) preparations except by mutual consent. Sixth and seventh grade teachers, other than teachers of self-contained classrooms, may be assigned no more than five (5) preparations except by mutual consent.

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All teachers in grades 6-8 will be limited to no more than one hundred eighty (180) students per day. All teachers, except art, music, p.e., home economics, and human growth and development will be limited to no more than thirty-five (35) students per class.

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2d. When the middle schools are on a six (6) hour six (6) period day, all 6-8 middle school teachers shall teach no more than five (5) instructional periods [two hundred seventy (270) minutes approximately] and have one (1) preparation period. All teachers, other than teachers of self contained classrooms, maybe assigned no more than four (4) preparations except by mutual consent. All teachers in grades 6-8, will be limited to no more than one hundred sixty-five (165) students per day. All teachers, except art, music, p.c., home economics, human growth and development, shall be limited to no more than thirty-five (35) students per class.

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5. The District agrees to keep the school building furniture clean and safely maintained at all times for the protection of the children and the teachers.

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A R T I C L E X I V
P R O T E C T I O N O F T E A C H E R S

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E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property and shall not be individually liable for any damage or loss to persons or property as a result of performing their duties in a District approved manner.

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I S S U E

D O E S T H E A S S I G N M E N T O F M O R E T H A N 2 8 6 T H A N D 7 T H G R A D E R S T O T H E
I N D U S T R I A L A R T S C L A S S V I O L A T E T H E P A R T I E S ' C O L L E C T I V E
B A R G A I N I N G A G R E E M E N T ?

D E C I S I O N

I have studied the evidence submitted by the parties together with their helpful post-hearing briefs. At the outset, the employer challenged the accuracy of the average class sizes asserted by the Union. After a brief recess it appeared that the Association's figures were accurate and that the discrepancy arose because the special education students did not appear on the employer's class list. After this discrepancy was resolved, the employer then argued that even if 33 students is the average, the collective bargaining agreement allows a maximum of 35. Thus, the employer argued there was no contract violation.

The employer also pointed out that the principal consulted with the grievant in an attempt to alleviate the problem. Even

though the alternatives were not successful the employer argued that the contract provides that the employer has the ultimate authority to determine the number of work stations in a room.

With regard to health and safety concerns, the employer noted that there has been no increase in safety violations in the Shop and that there is an adult volunteer who works in the Shop on a daily basis. Therefore, the employer contended that the Shop **is** safe and no contract violation occurred.

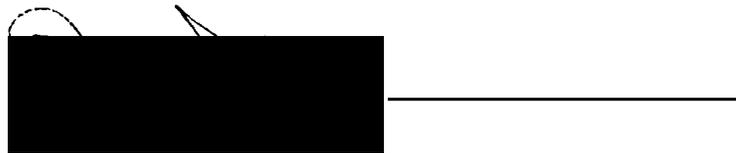
I do not agree with these employer contentions. The uncontroverted testimony was that the work stations in the Shop were determined by both the teacher and the principal to be **24** in the early 1980's. After Mr. Bike became the principal, a dispute arose which was resolved by increasing the number of work stations to 28. This history convinced me that the number of work stations in this room had been established by the **parties to be 28. Mr. Chair**, the current principal's effort to show that there are at least 36 work stations was not convincing. This appeared to me to be an after-the-fact justification for raising the numbers. With regard to the employer's point that there have been no increase **in** safety violations, the grievant explained that he no longer assigns students to operate power tools. Because of the crowded conditions, he is unable to supervise the students properly, so to prevent injury he has prevented them from using the power equipment. While this was a reasonable choice and good judgment on the part of the teacher to prevent injury, it also diminishes the learning experience for students so that they no longer get maximum

benefit out of the Shop experience.

The employer also attempted to allay concerns about safety by stating that the teacher was assisted on a daily basis by an adult volunteer. However, the facts at the hearing were that the adult volunteer is approximately 90 years old and in poor health. Because of his poor health he has been unable to supervise student projects and also unable to assist the grievant with special education students who have special needs. Also, due to his health, he has missed a considerable amount of work time and has not been available on a daily basis. Thus, after hearing the evidence I was convinced that running the Shop in the way it was intended does pose a safety problem and thus violates the employer's commitment in Article VIII Section A-1h of the collective bargaining agreement.

AWARD

The class size in Industrial Arts contains 28 work stations and the employer violated the agreement when it assigned more students than there were work stations. The employer is ordered to limit class size to 28 in the future.

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DATED: August 4, 1993