P.E.R.C. NO. 82-46

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

MADISON BOARD OF EDUCATION
and FRED MAYERSON,

Respondent,

-and- Docket No. CO-81-26-49

MADISON EDUCATIONAL SECRETARIES
ASSOCIATION,

Charging Party.

SYNOPSIS

In an unfair practice proceeding, the Public Employment Relations Commission affirms that portion of a Hearing Examiner's Recommended Report and Order that the Board of Education did not violate N.J.S.A. 34:13A-5.4(a)(1) concerning alleged interrogation of union officials, and (a)(3) and (5) when it reclassified one employee and transferred another employee for justifiable business reasons.

However, the Commission declines to adopt the Hearing Examiner's recommendation that a comment made by the Board Secretary violated section 5.4(a)(1) of the Act. The Commission concluded that the comment was not intended to intimidate the union in processing grievances.

P.E.R.C. NO. 82-46

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

MADISON BOARD OF EDUCATION
and FRED MAYERSON,

Respondent,

-and- Docket No. CO-81-26-49

MADISON EDUCATIONAL SECRETARIES
ASSOCIATION,

Charging Party.

Appearances:
For the Respondent, Schenck, Price, Smith & King, Esqs. (David B. Rand, of Counsel)

For the Charging Party, John W. Davis, NJEA UniServ Representative

DECISION AND ORDER

An Unfair Practice Charge was filed with the Public Employment Relations Commission on July 31, 1980 by the Madison Educational Secretaries Association (the "Charging Party") alleging that the Madison Board of Education and Fred L. Mayerson (the "Respondent") had engaged in unfair practices within the meaning of the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13A-1 et seq. (the "Act"). The Charge alleged that Respondent, through its representative on or about April 9, 1980, (a) discriminated against a unit member to force her loss of employment; (b) unilaterally offered a lesser position to the unit member to gain her resignation; (c) that Respondent took the action in a) and b) because the unit member expressed concern regarding workload and her contractual and Association rights; (d) unilaterally abolished a unit position and created a new

title; (e) unilaterally upgraded a unit title held by a non-member and disregarded all similarly situated positions; and (f) held required conferences in April, May, and June wherein the Respondent Board Secretary made statements destructive of employee rights under the Act. These actions are alleged to be violative of N.J.S.A. 34:13A-5.4(a)(1), (3) and (5).[1/]

It appearing that the allegations of the Unfair Practice Charge, if true, might constitute unfair practices within the meaning of the Act, a Complaint and Notice of Hearing was issued on November 5, 1980. Pursuant thereto, hearings were held in this matter before Commission Hearing Examiner Edmund G. Gerber in Newark, New Jersey on January 14 and February 6, 1981, at which time the parties were given an opportunity to examine witnesses, present relevant evidence, argue orally and submit post-hearing briefs.

The Hearing Examiner's Recommended Report and Decision, H.E. No. 82-9, 7 NJPER ___ (¶_____ 1981), a copy of which is attached hereto and made a part hereof, was issued on September 17, 1981. Exceptions were filed by both parties the last of which was received by October 1, 1981.

The Hearing Examiner found that the Respondent violated N.J.S.A. 34:13A-5.4(a)(1) because Board Secretary Fred Mayerson's

1/ These subsections prohibit public employers, their representatives or agents from:"(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this Act. (3) Discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage employees in the exercise of the rights guaranteed to them by this Act. (5) Refusing to negotiate in good faith with a majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit, or refusing to process grievances presented by the majority representative."

comment that the Association "would accomplish more if they were not so formal", had the effect of discouraging the employees in the exercise of their protected activity.

However, the Hearing Examiner found that no violations of sections 5.4(a)(3) and (5) occurred. Specifically, with respect to items (a), (b), and (c), the Hearing Examiner found that this was not part of a pattern to discourage the exercise of protected activity, that employee McNamara was not constructively discharged, and that the said employee was asked to return to Board employment but she declined. With respect to item (d), the Hearing Examiner found that the Board was reorganizing its staff and decided to eliminate the accountant position which was above McNamara's position and created the "Operation Co-Ordinator" position which was to be funded by also eliminating the least senior accounts payable clerk who was McNamara. However, McNamara was given the opportunity to become a clerk typist at the same salary level but she refused. The Hearing Examiner found that the Charging Party failed to demonstrate that this incident violated the Act.

With respect to item (e), the Hearing Examiner found that no violation occurred over the upgrading of employee Marburger's position, that the Charging Party failed to prove that the upgrading occurred because Marburger had resigned from the union. Rather, he found that the parties' collective agreement provided for such reclassification and that similar upgradings in the past have not been questioned.

Finally, with respect to item (f), aside from finding Mayerson's comment to be violative of the Act, the Hearing Examiner found that the "interrogation" of unit employees was not coercive

and therefore no violation occurred. The Hearing Examiner held that union president Krincek admitted that Superintendent Cooperman's remarks were not coercive. Consequently, it was recommended that the subsection 5.4(a)(3) and (5) allegations be dismissed.

The Respondent specifically excepts only to the Hearing Examiner's finding that Mayerson's statement that the Association "would accomplish more if they were not so formal" was a violation of section 5.4(a)(1) of the Act. It argued that Mayerson's statement was taken out of context and that the Hearing Examiner misapplied the law with respect to that statement. The Respondent indicated that Mayerson's comment was made in the context of informal grievance processing with the effect of encouraging a less formal approach to grievances at his level, and was therefore not violative of the Act.

The Charging Party excepted to the Hearing Examiner's finding that the section 5.4(a)(3) and (5) allegations should be dismissed. It alleged that a clear pattern of conduct existed to demonstrate that Mayerson's actions were unlawfully motivated, that anti-union animus existed, and that the Respondent's position was not supported by legitimate business concern.

The Respondent's exception is limited to the finding that Mayerson's comment violated the Act. The facts show that Association President Krincek testified as follows:

> Well, Mr. Mayerson at one point asked why we were doing all this formal type thing. Didn't I think the Association they could get a lot further if they didn't be so formal, if they weren't so formal.

The Hearing Examiner found that this comment attributed

to Mayerson violated the Act. The Commission disagrees for several reasons. First, Krincek attributed Mayerson with posing a question rather than making a declaratory statement. Consequently, Krincek never actually testified that Mayerson said, "The Association could accomplish more if they were not so formal". Rather, a question was posed to Krincek, and the record reflects that she answered the question and indicated that the Association was taking advantage of the "fools" at their disposal.[2/] Second, the parties' collective agreement (Exhibit J-1) encourages the informal resolution of grievances, particularly at step one which was the situation with respect to this matter. Third, Krincek did not testify that she was in any fashion intimidated or coerced by Mayersons's statement. In fact, after completing that level of the procedure the grievance proceeded to the next step. Consequently, we cannot conclude that Mayerson's statement violated section 5.4(a)(1) of the Act.

The exceptions filed by the Charging Party primarily allege that the incidents involving McNamara, Marburger, Mayerson and Cooperman establish a pattern of unlawful actions committed by the Respondent. The Commission affirms the finding of the Hearing Examiner with respect to these matters. First, the Commission notes that the Charging Party failed to prove that the McNamara and Marburger incidents were related. In addition, the record shows that several Association officials disliked Marburger which

2/ Tr. 1/14/81 at p. 40, line 16 to p. 41, line 7.

is ample reason why the Charging Party challenged her upgrading while not challenging certain upgrading of other employees in the past. Second, Krincek admitted under cross examination that the creation of the Operations Coordinator position was a justified Board action. Since the creation of the Coordinator position was legitimate, and since McNamara's position was eliminated to help fund that position, it appears to the Commission that the Board did not act unlawfully in downgrading McNamara. Finally, with respect to Cooperman's remarks and alleged interrogation, the Hearing Examiner was correct in finding that a union official had testified that his remarks were not intimidating. However, that testimony is attributable to St. Jean, the Charging Party's Secretary, rather than to Krincek.

The Hearing Examiner was correct in relying upon Wright Line Inc., 251 NLRB No. 150, 105 LRRM 1169 (1980) in analyzing this matter. That case established a standard that where a prima facie case has been established to show that an employer may have been motivated by anti-union animus in its actions, the employer then has the burden to show that his actions were motibated by business justifications. If this can be done, then it is up to the Hearing Examiner to determine if the same action would have been taken by the employer even if there had been no discriminatory motive involved. If the answer is in the affirmative, then the action is upheld.

In the instant matter the Hearing Examiner held that the Charging Party failed to make a prima facie showing concerning the allegations involving Marburger's reclassification and McNamara's transfer. We agree. Moreover, even if some evidence to infer anti-union animus was presented, the record supports a finding that these

charges were primarily motivated by legitimate business concerns and under Wright Line would not have violated the Act.

Upon careful review of the entire record in this matter, and based upon the above discussion, we hereby adopt the Hearing Examiner's findings of fact and conclusions of law with respect to the section 5.4(a)(3) and (5) allegations, and those 5.4(a)(1) allegations concerning alleged interrogation. We refuse to adopt the Hearing Examiner's recommendation with respect to Mayerson's comment for the reasons stated above. Accordingly, we find that the Respondent did not violate N.J.S.A. 34:13A-5.4(a)(1), (3) and (5) and dismiss the Complaint in its entirety.

ORDER

For the foregoing reasons, IT IS HEREBY ORDERED that the Complaint be dismissed in its entirety.

BY ORDER OF THE COMMISSION

James W. Mastriani
Chairman

Chairman Mastriani, Commissioners Hartnett, Parcells and Suskin voted in favor of this decision. Commissioners Hipp and Newbaker abstained. Commissioner Graves was not present.

DATED: Trenton, New Jersey
November 10, 1981
ISSUED: November 12, 1981

82-46

H. E. No. 82-9

STATE OF NEW JERSEY
BEFORE A HEARING EXAMINER OF THE
PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

MADISON BOARD OF EDUCATION
and FRED L. MAYERSON,

Respondent,

-and-

Docket No. CO-81-26-49

MADISON EDUCATIONAL SECRETARIES
ASSOCIATION,

Charging Party.

SYNOPSIS

A Hearing Examiner finds that the Madison Board of Education did not commit an unfair practice when it increased the salary classification of an employee. It similarly did not violate the Act when it transferred another employee. It did however violate the Act when it told an Association officer that the Association would be more successful if it did not attempt to follow all the formal procedures of the contract.

A Hearing Examiner's Recommended Report and Decision is not a final administrative determination of the Public Employment Relations Commission. The case is transferred to the Commission which reviews the Recommended Report and Decision, any exceptions thereto filed by the parties, and the record, and issues a decision which may adopt, reject or modify the Hearing Examiner's findings of fact and/or conclusions of law.

H. E. No. 82-9

STATE OF NEW JERSEY
BEFORE A HEARING EXAMINER OF THE
PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

MADISON BOARD OF EDUCATION
and FRED L. MAYERSON,

Respondent,

-and- Docket No. CO-81-26-49

MADISON EDUCATIONAL SECRETARIES
ASSOCIATION,

Charging Party.

Appearances:

For the Respondent, Schenck, Price, Smith & King, Esqs.
(David B. Rand, Esq.)

For the Charging Party
John W. Davis, UniServ Representative, NJEA

HEARING EXAMINER'S RECOMMENDED
REPORT AND DECISION

On July 31, 1980, the Madison Educational Secretaries Association filed an Unfair Practice Charge with the Public Employment Relations Commission (Commission) alleging that the Madison Board of Education and Fred L. Mayerson (Board) engaged in an unfair practice within the meaning of N.J.S.A. 34:13A-5.4(a)(1), (3) and (5), 1/ when it "discriminated and disparately treated unit member,

1/ These subsections prohibit public employers, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this Act; (3) discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage employees in the exercise of the rights guaranteed to them by this Act; (5) refusing to negotiate in good faith with a majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit, or refusing to process grievances presented by the majority representative."

accounts payable, (sic) so as to force her loss of employment" as a result of her "expressing displeasure regarding workload and her rights under the contract and as a member of the Association." It was further alleged that "the Board unilaterally upgraded a unit position occupied by a non-member of the Association and disregarded other similarly situated positions." It was alleged that these two incidents established a pattern of conduct which is violative of employee rights. It appearing that the allegations of the charge, if true, might constitute unfair practices within the meaning of the Act, a complaint and Notice of Hearing was issued by the Director of Unfair Practices on November 5, 1980.

A hearing was held on January 14 and February 16 in Newark, New Jersey, at which time the parties were given an opportunity to present evidence, examine and cross-examine witnesses and argue orally. Briefs were submitted in this matter by March 13, 1981.

* * * * * *

The gravamen of the complaint here revolves around actions taken by the Board and/or its agent as to two employees during April and May of 1980.

In one instance the Board reclassified the position of the secretary of the Child Study Team. The person who held that position, a Mrs. Marburger, is the immediate past President of the Association. There was some sort of falling out between Marburger and at least some of the 17 other members of the Association and Marburger had resigned from the Association. The reasons for the

falling out and the resignation were never brought out at the hearing but it was established that some Association members were still upset with Marburger over this incident.

The Association's position concerning the upgrading was that part of its demands in the recently concluded negotiations was that a number of secretarial positions should be upgraded but it was unsuccessful in securing the upgradings. When the Association members heard that the Board was considering upgrading Marburger, a number of them went to the Board meetings for the months of April and May to protest this proposed action. At the May meeting the Association questioned the Board about its upgrading only one position. The Board went into caucus with the Association but later that evening adopted the resolution upgrading the position.

The current President of the Association Marie Krincek testified that all of the secretaries who attended the first of the Board meetings were asked by their respective supervisors why they attended the school board meeting en masse.

Maude St. Jean testified that at the caucus during May the conversation shifted to the level of benefits received by the secretaries. It was mentioned that unorganized employees (the custodians) get certain benefits that the secretaries did not. The Superintendent of Schools,Saul Cooperman,replied that if the secretaries were not organized they would receive the same benefits. St. Jean testified that she did not believe that Cooperman made this statement for the purpose of intimidation nor did she feel intimidated by it. Rather, it was her perception that he was stating his opinion.

Krincek testified that she also had conversations with Frederic Mayerson, the Board's Business Administrator, in June of 1980. Krincek was processing a grievance on behalf of the Association in front of Mayerson. Mayerson asked why the Association goes through "all of the formalities. The Association would get further if it didn't try to get so formal." He also asked "what would the Board think in light of such a thing."

Joanne McNamara worked as one of the two accounts payable clerks under Mayerson. She was Vice-President of the Association. The accounts payable clerk's duties were mainly working with purchase orders and the payment of vendors. Mayerson and Ellsworth, the other accounts payable clerk, were called in to Mayerson's office on April 9. Mayerson wanted the two women to review the completed bill list for mistakes and make any required corrections. McNamara reminded Mayerson that the position of Board accountant was still vacant. At that time the position was vacant for two months. McNamara maintained that the bill list was the responsibility of the accountant. McNamara asked when the position would be filled. Mayerson replied he didn't know. McNamara replied, "Damn it, Fred, you are giving us the same line you have been giving us for a year now." Whereupon McNamara left Mayerson's office. Two days later McNamara was called into Mayerson's office. Mayerson told McNamara he thought she was hostile and insolent to him. McNamara replied that she had not meant to appear insolent nor was she hostile. She stated that she was unladylike and she apologized for that.

On May 14 Mayerson called McNamara into his office. He told her she was being downgraded from a secretary to a clerk typist and was being transferred to the high school. She was to be placed on the salary guide so that she would not suffer a salary loss. McNamara stated she would not accept a lesser position. She asked what the new assignment would be. Mayerson said he didn't know. McNamara resigned immediately and left the school board office. Cooperman called McNamara up. He acknowledged that McNamara and Mayerson had a personality clash but he asked her to stay on. McNamara refused to reconsider and never returned to work.

The Board argues that these incidents were totally unrelated either to each other or to any anti-union animus and further, the Board maintained it had a right to take these actions pursuant to the contract and past practices, in the case of Marburger, and pursuant to public sector labor law, in the case of McNamara.

Cooperman testified that the upward reclassification of Marburger was solely the result of a recommendation of the head of the child study team. The steady increase in the paper work required by the state directly resulted in a steady increase in the workload of this position. The contract between the parties provides that

> "Personnel who qualify for reclassification of grade or change of position shall be placed in the proper classification on Schedule A at the same guide step as previously held."

Cooperman testified that in the preceding two years four teachers, including McNamara, were upgraded (this does not include Marburger) and, until Marburger, the Association never questioned the Board's right to upgrade employees.

In the case of McNamara, Mayerson testified that he did have a disagreement with McNamara in April as discussed above. However McNamara's position in the Association and her acting in her capacity as an officer of the Association were never mentioned. Mayerson claimed that during the time in question he was not aware that McNamara was connected with the Association. McNamara admitted in testimony that the Association was never discussed in any of her dealings with Mayerson. Mayerson however was notified of McNamara's position in the Association when Krincek sent a letter to Mayerson in November of 1979 which, among other things, listed the four elected officers of the Association.

In May, Mayerson created a new organizational structure for business operations. Instead of filling the vacant accountant position, Mayerson wanted to upgrade the vacancy with a higher paying position that had greater responsibilities. Mayerson dubbed this position "Operation Co-Ordinator." The person filling that position would supervise the payroll, word processor, and computer operator positions in addition to the accounts payable department. In order to come up with the money for this new position he would eliminate one of the two accounts payable clerks and another employee was designated to help the remaining clerk of the accounts payable position on a part-time basis.

Mayerson brought this plan to Cooperman. Cooperman noted that Mayerson had to remove the clerk with less seniority, which was McNamara, and, since McNamara had tenure as a secretary, she had bumping rights over the secretaries in the high school.

Cooperman approved the reorganization and on May 17, 1980, Mayerson called McNamara into his office and explained the reorganization. He told McNamara that she would be transferred to the high school and that she would be downgraded in accordance with the classification of High School Secretaries but she would earn the same salary as the year before. Mayerson could not tell McNamara what her duties would be and McNamara became upset, said she did not want to be stuck in a dead-end job and she gave her notice effective immediately and left the building.

Cooperman testified that he called McNamara up and asked her to reconsider. He explained the transfer to her. He told her he understood she had a personality conflict with Mayerson (who gave her a bad evaluation) but she was a good employee. McNamara refused. She said that she was going to use up her accumulated sick leave and quit. She never returned to work.

The Charging Party has failed to demonstrate that these incidents were part of a pattern of conduct designed to discourage the exercise of protected rights nor did it demonstrate a refusal to negotiate in good faith.

In the upgrading of Marburger, the child study team coordinator, the contract language recognizes that employees may be upgraded but is silent as to how this is to be done. Cooperman's

uncontroverted testimony as to the past practice is most convincing that Marburger's upgrading is consistent with the contract. The Association's argument that Marburger was upgraded because she resigned from the union was never substantiated. There was no testimony as to why Marburger left the Association nor was there testimony as to the relationship between the Association, the Board and Marburger. There are too many unresolved questions here to find for the Association.

As to McNamara, her transfer had some overtones of a conflict. Nothing however indicates that this conflict was based on McNamara's Association activity. When she had the run-in with Mayerson in April, the issue of her representing herself in this capacity as a union officer never came up. Nor did she ever mention her position in the union to Mayerson.

Further, there is no evidence to support the Association's contention that McNamara was constructively discharged. McNamara clearly resigned of her own accord. Cooperman contacted McNamara and tried to convince her to reconsider.

There was some evidence of anti-union animus. These included the statements made by Mayerson to St. Jean and Cooperman's statement at the Association's caucus with the Board in May and the questioning of all the secretaries who attended the meeting is rather questionable.

By Krincek's own testimony, Cooperman's remark that if the Secretaries Association disbanded the secretaries would receive the same benefits as unorganized employees was not coercive. Rather,

within the context of the conversation was an honest expression of opinion. However, Mayerson's statement that "the Association could accomplish more if they were not so formal," is on its face, calculated to discourage the exercise of protected rights and is violative of 5.4(a)(1). This is clearly an attempt to have the Association abandon the negotiated grievance procedures of the contract. See North Warren Reg. Bd/Ed, P.E.R.C. No. 79-9, 4 NJPER 417 (¶4187, 1978).

On the matter of the questioning of employees about their attendance, it is clear that the questioning was not spontaneous. All the Association members who were at the Board meeting were queried. The employees were attending a public meeting of the Board. Participation at public meetings of an employer is protected under the Act. Laurel Springs Bd/Ed and Mary Becken, P.E.R.C. No. 78-4, 3 NJPER 228 (1977). This was a coordinated interrogation and the question here is whether the interrogation of employees constitutes an unfair practice. Under NLRB doctrine, 2/ interrogation should be evaluated in light of all the surrounding circumstances, including the time, place and personnel involved and is unlawful only if it is found to be coercive. Huntsville Mfg. Co., 211 NLRB 54, 86 LRRM 1587 (1974); Mississippi Extended Care Center Inc., 202 NLRB 1065, 82 LRRM 1738 (1973); Blue Flash Express, 109 NLRB 591, 34 LRRM 1384 (1954). In the instant case it cannot be said that the questioning, absent more, is coercive.

In East Orange Public Library and Constance Taliaferro,

2/ The State Supreme Court has approved looking to NLRB precedent to interpret the Act. Galloway Bd/Ed, 78 N.J. 1 (1978).

___ N.J.S. ___ 1981, App. Div. Docket No. A-1725-79 (approved for publication N.J.L.J. 9/3/81), the court cited with approval the NLRB's test to be applied in determining violations of §158(a)(1) and 8(a)(3) of the Labor Management Relations Act (29 U.S.C.A. §141 et seq.) as expressed in Wright Line Inc., 251 NLRB No. 150, 105 LRRM 1169 (1980). In Wright the Board found that:

> "...the aggrieved employee is afforded protection since he or she is only required initially to show that protected activities played a role in the employer's decision. Also, the employer is provided with a formal framework within which to establish its asserted legitimate justification. In this context, it is the employer which has 'to make the proof.' Under this analysis, should the employer be able to demonstrate that the discipline or other action would have occurred absent protected activities, the employee cannot justly complain if the employer's action is upheld. Similarly, if the employer cannot make the necessary showing, it should not be heard to object to the employee's being made whole because its action will have been found to have been motivated by an unlawful consideration...." [105 LRRM at 1174.]

Considering all evidence of anti-union animus, the Association has failed to make a prima facie showing that the exercise of protected rights played a role in either Marburger's reclassification or McNamara's transfer.

Although it is well settled that a Hearing Examiner has the ability to interpret the agreements of contracting parties to the extent necessary to resolve unfair practice complaints, the Charging Party must prove its case by a preponderance of the evi-

dence. Here the contract provides for the reclassification of employees and past practice demonstrates that Marburger's reclassification does not require prior negotiations with the Association. New Brunswick Bd/Ed v. New Brunswick Ed/Assn., P.E.R.C. No. 78-47, 4 NJPER 84 (1978), aff'd Docket No. A-2450-77 (1979). Similarly, a decision to eliminate a position and redistribute the duties previously assigned to that position is a non-negotiable managerial prerogative. Ramapo-Indian Hills Ed/Assn v. Ramapo-Indian Hills Bd/Ed, 176 N.J. Super. 35 (1980). See also East Orange Bd/Ed, P.E.R.C. No. 79-62, 5 NJPER 122 (¶10071, 1979).

The Association did not show a violation of (a)(5). Accordingly, it is recommended that the Commission make the following

Findings

1) Those portions of the Complaint which allege violations of §5.4(a)(3) and (a)(5) be dismissed.

2) The Madison Board of Education violated §5.4(a)(1) when Fred Mayerson stated the Association "would accomplish more if they were not so formal."

Recommended Order

The Hearing Examiner recommends that the Commission ORDER

A. Respondent cease and desist from interfering with, restraining or coercing its employees in the exercise of the rights guaranteed to them by the Act by making statements which have the effect of discouraging the exercise of those rights.

B. That the Respondent take the following affirmative action:

1) Post at all places where notices to employees are customarily posted, copies of the attached notice marked as "Appendix A." Copies of such notice, on forms to be provided by the Commission, shall be posted immediately upon the receipt thereof, and, after being signed by the Respondent's authorized representative, shall be maintained by it for a period of sixty (60) consecutive days. Reasonable steps shall be taken by the Respondent to ensure that such notices are not altered, defaced or covered by other materials.

4) Notify the Chairman of the Comission within twenty (20) days of receipt what steps the Respondent has taken to comply herewith.

Edmund G. Gerber
Hearing Examiner

DATED: September 17, 1981
Trenton, New Jersey

Recommended Posting
Appendix "A"

NOTICE TO ALL EMPLOYEES

PURSUANT TO

AN ORDER OF THE

PUBLIC EMPLOYMENT RELATIONS COMMISSION

and in order to effectuate the policies of the

NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT,

AS AMENDED

We hereby notify our employees that:

WE WILL NOT interfere with, restrain or coerce our employees in the exercise of the rights guaranteed to them by the Act by making statements which have the effect of discouraging the exercise of those rights.

MADISON BOARD OF EDUCATION
(Public Employer)

Dated _____ By _____
(Title)

This Notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

If employees have any question concerning this Notice or compliance with its provisions, they may communicate directly with James W. Mastriani, Chairman, Public Employment Relations Commission, 429 E. State State Street, Trenton, New Jersey 08608 Telephone (609) 292-9830.