

P.E.R.C. NO. 84-27

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

MOUNT HOLLY TOWNSHIP
BOARD OF EDUCATION,

Respondent,

-and-

Docket No. CO-83-22-28

MOUNT HOLLY TOWNSHIP
EDUCATION ASSOCIATION,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission holds that the Mount Holly Township Board of Education committed an unfair practice when it reduced the number of teacher preparation periods at the start of the 1982/83 school year. The Commission observes that the Board failed to implement its last best offer when it made the change in question.

STATE OF NEW JERSEY
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In the Matter of

MOUNT HOLLY TOWNSHIP
BOARD OF EDUCATION,

Respondent,

-and-

Docket No. CO-83-22-28

MOUNT HOLLY TOWNSHIP
EDUCATION ASSOCIATION,

Charging Party.

Appearances:

For the Respondent, Allen S. Ferg, P.C.

For the Charging Party, Selikoff & Cohen, P.A.
(John E. Collins, of Counsel)

DECISION AND ORDER

On July 27, 1982, the Mount Holly Township Education Association ("Association") filed an unfair practice charge against the Mount Holly Township Board of Education ("Board") with the Public Employment Relations Commission. The charge alleged that the Board violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. ("Act"), specifically subsections 5.4(a)(1) and (5),^{1/} when it reduced the number of teacher preparation periods in the Holbein School for the 1982-83 school year. The charge specifically alleged that the Association

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; (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."

had withdrawn without prejudice a previous unfair practice charge in reliance upon the Board's agreement to negotiate all reductions in preparation time; that in May and June, 1982, the Board's co-principals informed the Association that scheduling was based on the premise that teachers' weekly preparation periods would be decreased from eight to five periods with a corresponding increase in pupil contact time; that the Association requested negotiations on this proposed change; that at a June 14, 1982, negotiations session the Board refused to tender an offer in return for the Association's agreement to make the change; that an impasse was declared at the June 14 session and another session was scheduled for August 12, 1982; that on June 18, 1982, Holbein School teachers received their assignments for the 1982-83 school year which reflected the proposed change; and that the Board acted unilaterally in violation of the Act and the parties' agreement concerning the withdrawal of the original unfair practice charge.

On October 4, 1982, the Director of Unfair Practices issued a Complaint and Notice of Hearing pursuant to N.J.A.C. 19:14-2.1. The Board filed an Answer in which it admitted all allegations except that on June 18, 1982, Holbein School teachers received assignments reflecting a unilateral decrease in preparation periods and that it acted unilaterally.^{2/}

2/ The Board did not specifically deny or explain the allegations concerning the co-principals' communications on scheduling in May and June 1982 and hence these allegations are admitted. N.J.A.C. 19:14-3.1.

On February 9, 1983, Commission Hearing Examiner Edmund G. Gerber conducted a hearing. He allowed all parties to present evidence, examine witnesses, and argue orally. The parties filed post-hearing briefs.

On July 8, 1983, the Hearing Examiner issued his report and recommendations, H.E. No. 84-2, 9 NJPER 443 (¶14192 1983). The Hearing Examiner concluded that the Board violated subsections 5.4(a)(1) and (5) when it unilaterally imposed a work schedule on its teachers which resulted in a loss of three preparation periods per week. In particular, he found that the Board had violated its negotiations obligation when it failed to implement its last best offer or, in the alternative, invoke the Commission's impasse procedures of mediation and fact-finding. He recommended the reinstatement of the original work schedule.

On July 20, 1983, the Board filed Exceptions. The Board argues that the Hearing Examiner erred in finding that the Board, in June 1982, unilaterally increased pupil contact time and decreased preparation periods. The Board contends that it merely proposed the new teaching assignment in June 1982 and did not implement the schedule, which reflected a decrease of three preparation periods, until September 1982. The Board also asserts that the Association, rather than the Board, violated its negotiations obligation and thus made it impossible for the Board to invoke the Commission's mediation and fact-finding procedures. The Board concludes that it was therefore justified in implementing the decrease in preparation periods in September, 1982.

On July 21, 1983, the Association filed Exceptions. It generally agrees with the Hearing Examiner's recommendations, but believes that he should have recommended an award of monetary relief to the affected teachers.

We have reviewed the record and find substantial evidence supporting the Hearing Examiner's findings of fact (pp. 2-5). We adopt and incorporate them here.

We also agree with the Hearing Examiner that the Board violated subsections 5.4(a)(1) and (5) when it implemented a reduction in the number of preparation periods on September 3, 1982.^{3/} It is clear that the Board failed to implement its last best offer of granting extra half-days off at the end of the

^{3/} The Board contends that the Hearing Examiner mistakenly found that the Board implemented the new schedule in June, rather than September, 1982 when the affected teachers received their proposed assignments for the 1982-83 school year. We disagree. First, it cites as erroneous a statement in the report (p. 2) that "...affected teachers received assignments for the 1982-83 school year which reflected a unilateral increase in pupil contact time and a decrease in preparation periods." The Board, however, omits the introductory part of this sentence "...it is alleged that on June 18, 1982...." Thus, we find the pertinent distortion in the Board's brief, not the Hearing Examiner's report. Similarly, the Board cites as erroneous a finding (p. 4) that the June 18 memoranda to individual staff members indicated teaching scheduling loads which left only five preparation periods per week; the Board asserts instead that these proposed assignments did not include actual class schedules and were adaptable for either five or eight preparation period schedules. Again, the Hearing Examiner's findings are more accurate than the assertions in the Board's briefs: the memoranda in question all spoke of additional "official assignments" for the next school year and did not communicate any tentativeness in the assignments. While the assignments did not actually go into effect until September, 1982, as the Hearing Examiner's report (p. 5) correctly finds, the June 18 memoranda were consistent with the Board's unwavering position that it was going to make the change, regardless of whether the Association agreed or not.

1982-83 school year. In re Rutgers, The State University,
P.E.R.C. No. 80-114, 6 NJPER 180 (¶11086 1979); In re Willingboro
Twp. Bd. of Ed., P.E.R.C. No. 78-20, 3 NJPER 369 (1977); In re
City of Jersey City, P.E.R.C. No. 77-58, 3 NJPER 122 (1977).

We specifically reject the Board's contention that it did not have a chance to implement its last best offer since the charge and the hearing preceded the end of the 1982-83 school year. The Board was at the very least obligated to inform the Association at the time of the change in September, 1982 that the change in assignments would be accompanied by a change in half-days at the end of the school year. Its failure to do so left the inevitable impression that the change would remain completely uncompensated. Thus, we hold the Board refused to negotiate in good faith when it implemented the September, 1982 change in assignments without informing the Association that it would also implement its last best offer.^{4/}

The Association objects to the Hearing Examiner's failure to recommend monetary relief to the affected teachers, or, in the alternative, the Hearing Examiner's failure to recommend that the parties negotiate concerning compensation for the affected teachers. The Association argues that a back pay order

^{4/} Given this determination, we need not address the Hearing Examiner's conclusions concerning the Board's alleged obligation to invoke the Commission's impasse procedures before reducing the number of preparation periods.

is appropriate pursuant to Galloway Twp. Bd. of Ed. v. Galloway Twp. Ass'n of Educational Secys, 78 N.J. 1 (1978). In In re Wharton Bd. of Ed., P.E.R.C. No. 83-35, 8 NJPER 570 (¶13263 1982), however, the Commission held that a more appropriate remedy would be to order the parties to negotiate over the issue of compensation for the duty-free time the affected teachers lost. See also Galloway Twp. Bd. of Ed. v. Galloway Twp. Ed. Ass'n, 157 N.J. Super. 74 (App. Div. 1978). We adopt that remedy here.

ORDER

IT IS ORDERED that the Mount Holly Board of Education:

A. Cease and desist from:

1. Unilaterally reducing the number of preparation periods of teachers at the Holbein School without first engaging in good faith negotiations within the meaning of the Act.

2. Violating the terms of the settlement agreement between the Board and the Mount Holly Education Association by unilaterally altering the number of preparation periods of teachers at the Holbein School.

B. Take the following affirmative action:

1. Reinstitute within 90 days a schedule providing eight preparation periods a week for the teachers at the Holbein School unless the parties negotiate an alternative arrangement in the interim;

2. Negotiate with the Mount Holly Education Association concerning compensation for those teachers who were affected by the Board's unilateral action;

3. Post at all places where notices to employees are customarily posted, copies of the notice marked "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 material;

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

BY ORDER OF THE COMMISSION

James W. Mastriani
Chairman


Chairman Mastriani, Commissioners Hartnett, Suskin and Butch voted for this decision. Commissioners Hipp and Newbaker abstained. None opposed. Commissioner Graves was not present.

DATED: Trenton, New Jersey
September 15, 1983
ISSUED: September 16, 1983

3. Post at all places where notices to employees are customarily posted, copies of the notice marked "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 material;

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

BY ORDER OF THE COMMISSION



James W. Mastriani
Chairman

Chairman Mastriani, Commissioners Hartnett, Suskin and Butch voted for this decision. Commissioners Hipp and Newbaker abstained. None opposed. Commissioner Graves was not present.

DATED: Trenton, New Jersey
September 15, 1983
ISSUED: September 16, 1983

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 unilaterally reduce the number of preparation periods of teachers at the Holbein School without first engaging in good faith negotiations within the meaning of the Act.

WE WILL NOT violate the terms of the settlement agreement between the Board and the Mount Holly Education Association by unilaterally altering the number of preparation periods of teachers at the Holbein School.

WE WILL reinstitute within 90 days a schedule providing eight preparation periods a week for the teachers at the Holbein School unless we negotiate an alternative arrangement in the interim.

WE WILL negotiate with the Mount Holly Education Association concerning compensation for those teachers who were affected by the Board's unilateral action.

MOUNT HOLLY TOWNSHIP 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 the Public Employment Relations Commission,
429 East State, Trenton, New Jersey 08608 Telephone (609) 292-9830.

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

In the Matter of

MOUNT HOLLY TOWNSHIP
BOARD OF EDUCATION,

Respondent,

-and-

Docket No. CO-83-22-28

MOUNT HOLLY TOWNSHIP
EDUCATION ASSOCIATION,

Charging Party.

SYNOPSIS

A Hearing Examiner recommends that the Commission find the Mount Holly Township Board of Education committed an unfair practice when it unilaterally imposed a schedule on its teachers of the Holbein School which by its terms resulted in a loss of three preparation periods a week. This change came within a few months of a settlement agreement of another unfair practice charge before PERC which similarly arose when the Board changed the number of weekly preparation periods of teachers from eight to five. That agreement restored an eight preparation period a week schedule.

There were negotiations between the parties prior to the imposition of the new schedule under the instant charge. However, these negotiations did not culminate in a post fact-finding impasse.

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.

STATE OF NEW JERSEY
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Appearances:

For the Respondent, Allen S. Ferg, Esq., P.C.

For the Charging Party, Selikoff and Cohen, P.A.
(John E. Collins, Esq., Of Counsel)

HEARING EXAMINER'S RECOMMENDED
REPORT AND DECISION

An Unfair Practice Charge was filed with the Public Employment Relations Commission ("Commission") on July 27, 1982, by the Mt. Holly Township Education Association ("Association") alleging that the Mt. Holly Township Board of Education ("Board") has 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") in that, inter alia, the Association alleged that the Board had unilaterally increased pupil contact time for certain teachers by decreasing the number of weekly preparation periods from eight to five. An earlier Unfair Practice Charge against the Board was withdrawn without prejudice by the Charging Party following the execution by the parties of an agreement in April of 1982. In

said agreement the Board agreed to restore eight preparation periods to the teachers and to negotiate with the Association concerning future changes prior to making any changes. In late May 1982 the Board requested negotiations on the subject of increased workload and decreased preparation periods. It is alleged that on June 18, 1982, affected teachers received assignments for the 1982-83 school year which reflected a unilateral increase in pupil contact time and a decrease in week preparation periods. This was done after only one negotiations session and without having reached an impasse in negotiations or utilizing the Commission's impasse resolution procedures, all of which is alleged to be a violation of N.J.S.A. 34:13A-5.4(a) (1) and (5) of the Act. ^{1/}

It appearing that the allegations of the Unfair Practice Charge, if true, may constitute an unfair practice within the meaning of the Act a Complaint and Notice of Hearing was issued on October 4, 1982. Pursuant to the Complaint and Notice of Hearing a hearing was held on February 9, 1983, in Trenton, New Jersey, at which time the parties were given an opportunity to examine witnesses, present relevant evidence and argue orally. Oral argument was heard and the parties filed posthearing briefs by April 15, 1983.

Upon the entire record the Hearing Examiner makes the following findings of fact. It was a past practice of the parties that Holbein Middle School teachers enjoyed duty-free preparation

^{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; (5) Refusing to negotiate in good faith with a majority representative of employees in an appropriate unit concerning terms and conditions of employees in that unit, or refusing to process grievances presented by the majority representative."

periods for some years prior to 1973. Since 1973 the teachers enjoyed eight duty-free preparation periods per week. In the fall of 1981 the practice was unilaterally altered by the Board. This alteration resulted in the filing of an Unfair Practice Charge before the Commission. Said charge was resolved by the signing of a "Dispute Resolution Agreement." In said agreement the parties agreed that on April 22, 1982, the Board would restore to the teachers at the middle school the number of preparation periods which they had enjoyed prior to the changes concerning preparation periods which went into effect on or about September 8, 1981. (In September 1982 weekly preparation periods had been reduced from eight preparation periods per week to five preparation periods per week.) The Board agreed that should it seek to change the number of weekly preparation periods it would negotiate with the Association concerning such changes prior to making any changes and pursuant to the agreement the Association withdrew the Unfair Practice Charge. The 1981-82, 1982-83 contract between the parties contains language which preserved teacher rights to all benefits and working conditions which arise out of established past practice and were obtained prior to the execution of the agreement but it has no specific language as to preparation periods.

Marilyn Pasiiecznyk, President of the Association, testified that she had informal discussions with the newly appointed co-principals of the Holbein School on May 3, 4 and 5, 1982, concerning scheduling for the 1982-83 school year concerning the instructors' preparation and teaching schedules based upon both five and eight preparation periods per week in the coming year. Then on May 21 in a letter

from Thomas J. Morgan, the Secretary of the Board, and by a memo from John Mengel, Superintendent of the township, dated May 28, 1982, Pasiiecznyk was officially notified by the Board that it wanted to implement new courses into the curriculum at the Holbein School. This would result in schedule changes in the 1982-83 school year which would affect terms and conditions of the teachers' employment and that the Board was both ready and willing to negotiate and desirous of an early resolution of the matter. The parties met on June 14, 1982. Pasiiecznyk objected to the Board's plan on distributing a new schedule with five preparation periods rather than eight since the negotiations were still ongoing. Negotiations ended after only a half-hour. The parties tried to establish a mutually agreeable date to meet again; however, they were unable to reach an agreeable date prior to August 12, 1982. It is noted that Mr. James George, the negotiator for the Association, had vacation plans from July 26th through August 11th and would not meet on any of those days.

On June 18th memos were sent to individual staff members which indicated teaching scheduling loads which left only five preparation periods per week. During the month of July Pasiiecznyk had informal talks with two members of the Board which resulted in an oral agreement. This agreement was later rejected by the full Board.

The parties met again on August 12, 1982. The Association proposed a buy-out of the three preparation periods with a lump sum to be divided among the Holbein teaching staff. The Board rejected this proposal and made a counteroffer of a district wide

shortening of the scheduled school days during the last week of school as compensation for the lost preparation time. The Association rejected this offer. The representatives of both sides, Mr. George for the Association and the Board attorney Stephen Mushinsky, discussed the likelihood of declaring an impasse with PERC but the parties agreed to meet again on September 2, 1982. The Association proposed a schedule of seven preparation periods and a cash buy-out. But the Board's position was unchanged and Mushinsky and George agreed that an impasse should be declared. However, no such agreement was reduced to writing or signed by either party. Subsequently Mushinsky unilaterally filed a declaration of impasse in mediation with the Commission's offices. The Board met on September 3rd and decided unilaterally to implement the new course schedules with five rather than eight preparation periods per week with their concomitant increase in the number of teaching hours.

It is noted that John Mengel, the Superintendent of the Mt. Holly Township School System, testified that he had prepared two schedules for the school system, one granting eight preparation periods, the other granting five and he could have gone ahead and implemented the new courses under either schedule.

Analysis

There is no dispute that the teachers at the Holbein School have taken eight preparation periods a week since 1973 nor is there anything in the contract establishing the number of preparation periods teachers may take. The contract's silence is not controlling for a past practice here gives rise to a binding term or condition of employment. See Wharton Bd/Ed v. Wharton Ed/Assn, P.E.R.C. No. 83-35, 8 NJPER 570 (¶13263, 1982).

The Commission has uniformly held (and has been uniformly upheld in finding) that the issue of preparation periods does not differ from the hours of work to be performed. Newark Bd/Ed v. Newark Teachers Union Local 481, P.E.R.C. No. 79-24, 4 NJPER 481 (1979), P.E.R.C. No. 79-38, 5 NJPER 41 (1979), aff'd App. Div. Docket No. A-2060-78 (1980).

In Buena Reg. Bd/Ed v. Buena Reg. Ed/Assn, P.E.R.C. No. 79-63, 5 NJPER 123 (1979) the Commission stated once a Board decided to implement a decision increasing the number of classroom teaching periods per day "...there is a change in workload which is mandatorily negotiable." (5 NJPER at 124)

In Dover Bd/Ed v. Dover Ed/Assn, P.E.R.C. No. 81-110, 7 NJPER 161 (¶12071, 1981), aff'd App. Div. Docket No. A-3380-80T2, the Board added an extra teaching period increasing the pupil contact time 35 minutes. The Commission adopted its Hearing Examiner's Recommended Report and Decision, wherein pursuant to Woodstown-Pilesgrove Bd/Ed v. Woodstown-Pilesgrove Ed/Assn, 81 N.J. 582 (1981) it was found that where a board added an extra teaching period which increased pupil contact time by 35 minutes, the predominant interest was not an educational goal and was therefore negotiable. Other cases where the Commission held that a board cannot unilaterally eliminate duty free preparation periods include Wharton Bd/Ed and Wharton Ed/Assn, supra; In re City of Bayonne Bd/Ed, P.E.R.C. No. 80-58, 5 NJPER 499 (¶10255, 1979), aff'd App. Div. Docket No. A-95-79, pet. for certif. den. 87 N.J. 310 (1981). See In re Wanaque Bd/Ed, P.E.R.C. No. 82-54, 8 NJPER 26 (¶13011, 1981); In re Jersey City Bd/Ed, P.E.R.C. No. 82-52, 7 NJPER 682 (¶12308,

1981); In re Weehawken Bd/Ed, P.E.R.C. No. 80-91, 6 NJPER 50 (¶11026, 1980).

The Supreme Court has, subsequent to the cases cited above, adopted a three-part test to determine an employer's obligation to negotiate in IFPTE Local 195 v. State of New Jersey, 88 N.J. 393, 404-405 (1982).

[A] subject is negotiable between public employers and employees when (1) the item intimately and directly affects the work and welfare of public employees; (2) the subject has not been fully or partially pre-empted by statute or regulation; and (3) a negotiated agreement would not significantly interfere with the determination of governmental policy.

The cases cited above satisfy the first step and the second step is not in issue. I find that the Association has satisfied the third step. As testified to by Superintendent Mengel, before the Board adopted the new schedule, he was prepared to introduce the new courses whether or not the teachers' schedules were changed. The policy decision inherent in introducing new courses would not be affected. It follows that the Board had an obligation to negotiate in good faith with the Association over the imposition of the new schedule before implementation.

The Board maintains that it did attempt to negotiate in good faith and that it was only because of the Association's refusal to meet during July of 1982 to negotiate and frustrated negotiations. They rely on language in In re Jersey City, P.E.R.C. No. 77-58, 3 NJPER 122 (1977) where the Commission decided that an employer may effectuate a proposed change in terms and conditions of employment in the absence of an agreement after the Commission's

impasse resolution procedure has been exhausted. Also in Rutgers v. AAUP, P.E.R.C. No. 80-114, 6 NJPER 180 (¶11086 1979) the Commission held that an employer can look to a legitimate deadline in order to properly unilaterally implement a proposed change in working conditions.

The arguments of the Board are unconvincing. The Commission in the above-cited cases, as well as Willingboro Twp. Bd/Ed, P.E.R.C. No. 78-20, 3 NJPER 365 (1977), has consistently held that before an employer is free to implement its last, best, offer, the parties must avail themselves of the Commission's impasse procedures of mediation and fact-finding and find themselves at impasse after the fact-finder issues his report.

In the instant case the parties got no further than agreeing they needed a mediator. None was ever used. There is no evidence that the Board even implemented its last, best offer in granting extra half-days at the end of the school year.

Given the circumstances, that the Board first announced in mid-June, that they wished to negotiate it cannot be said that the Association acted in bad faith when it failed to meet until August 12.

The Board's action came on the heels of another dispute over preparation periods. The Board did not suddenly become aware of the need to alter prep periods, witness the settlement agreement signed in April. The Board's action violates the very terms of the settlement agreement.

Accordingly I find that the Board was not free to impose the new schedule and when it did so on September 2nd it violated §5.4(a)(1) and (5).

It is hereby recommended that the Commission issue the following

Order

A. That the Respondent Board cease and desist from

1. Unilaterally reducing the number of preparation periods of the teachers at the Holbein School without first engaging in good faith negotiations within the meaning of the Act.

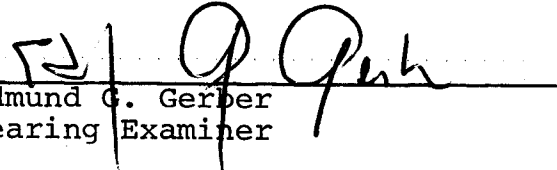
2. Violating the terms of the settlement agreement which was arranged between the Board and the Mt. Holly Education Association by unilaterally altering the number of preparation periods of teachers at the Holbein School.

B. That the Respondent Board take the following affirmative action:

1. Reinstitute a schedule providing eight preparation periods a week for the teachers at the Holbein School.

2. 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 receipt thereof, and, after being signed by the Respondent's authorized representative, shall be maintained by it for a period of at least sixty (60) consecutive days thereafter. Reasonable steps shall be taken by the Respondent Board to ensure that such notices are not altered, defaced or covered by other material.

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


Edmund G. Gerber
Hearing Examiner

DATED: July 8, 1983
Trenton, New Jersey

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 unilaterally alter the terms and conditions of employment of the teachers at the Holbein School by reducing the number of preparation periods from eight to five without first negotiating the same.

WE WILL NOT violate the terms of the settlement agreement which was arranged between the Board and the Mt. Holly Education Association by unilaterally altering the number of preparation periods of teachers at the Holbein School.

WE WILL reinstate a schedule providing eight preparation periods a week for the teachers at the Holbein School.

MOUNT HOLLY TOWNSHIP 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 Mastriani, Chairman, Public Employment Relations Commission, 429 E. State State Street, Trenton, New Jersey 08608 Telephone (609) 292-9830.