P.E.R.C. NO. 84-137

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

LINDEN BOARD OF EDUCATION,

Respondent,

-and- Docket No. CO-83-188-13

LINDEN EDUCATION ASSOCIATION,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission, adopting a Hearing Examiner's recommendation, dismisses a Complaint based on an unfair practice charge the Linden Education Association had filed against the Linden Board of Education. The charge had alleged that the Board, during successor contract negotiations, unilaterally changed the past practice concerning assignment of elementary school teachers to lunchroom duty. The Commission finds that the Association did not prove its allegations by a preponderance of the evidence.

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In the Matter of

LINDEN BOARD OF EDUCATION,

Respondent,

-and- Docket No. CO-83-188-13

LINDEN EDUCATION ASSOCIATION,

Charging Party.

Appearances:
For the Respondent, Magner, Abraham, Orlando, Kahn and Pisansky, Esqs. (Leo Kahn, of Counsel)

For the Charging Party, Rothbard, Harris & Oxfeld (Sanford R. Oxfeld, of Counsel)

DECISION AND ORDER

On January 26, 1983, the Linden Education Association ("Association") filed an unfair practice charge against the Linden Board of Education ("Board") with the Public Employment Relations Commission. The charge alleged that the Board violated subsections 5.4(a)(1) and (5)[1/] of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., when, during successor contract negotiations in September, 1982, it allegedly changed the practice governing lunchroom duty assignments. The change allegedly increased the number of assignments for certain

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; and (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."

elementary school teachers and was allegedly made to pressure the Association during negotiations.

On July 12, 1983, the Director of Unfair Practices issued a Complaint and Notice of Hearing pursuant to N.J.A.C. 19:14-2.1. The Board then filed an Answer in which it denied making any changes in lunchroom assignments in any other schools besides Schools 3,6, and 8; asserted that any changes made were consistent with the parties' contract and the Board's legal responsibilities; and denied any anti-union animus or desire to pressure the Association during negotiations.

On November 4, 1983, and January 17, 1984, Commission Hearing Examiner Alan R. Howe conducted a hearing. The parties examined witnesses and introduced exhibits. They waived oral argument, but filed post-hearing briefs.

On March 8, 1984, the Hearing Examiner issued a report recommending dismissal of the Complaint. H.E. No. 84-49, 10 NJPER ___ (¶_____ 1984) (copy attached). He found, in part, that the Association had not established by a preponderance of the evidence that there had been an increase in workload at Schools 6 and 8 and that the Board had a contractual right and managerial prerogative to make the changes it did in lunchroom assignments at Schools 6 and 8.[2/] He also found no evidence of anti-union animus or an intent to pressure the Association during negotiations.

2/ While alleged changes in School No. 3 were initially in issue, the Association, during the hearing, withdrew any such changes from consideration. Further, the parties stipulated that a dispute concerning certain May, 1982 changes in morning assignments had been settled. Accordingly, the Hearing Examiner declined to consider allegations related to these changes.

On March 15, 1984, the Association filed exceptions. It contends that the record does establish an increase in lunchroom duty assignments at Schools 6 and 8; the increase impermissibly changed the teachers' terms and conditions of employment during successor contract negotiations; and affected teachers should receive extra compensation.

On March 20, 1984, the Board filed a response supporting the recommended decision.

We have reviewed the record. The Hearing Examiner's findings of fact (pp. 2-4) are accurate except as specifically modified hereafter. We incorporate them here.

Based upon our review of the record, and under all the circumstances of this case, we agree with the Hearing Examiner that the Association did not prove by a preponderance of the evidence that the Board committed an unfair practice. We specifically find that there was insufficient proof of a change in the negotiated terms and conditions of the Board's teachers concerning lunch periods.[3/]

It is a settled principle of both private sector and New Jersey public sector labor law that an employer which unilaterally alters the prevailing terms and conditions of employment during the course of collective negotiations concerning

3/ Given this conclusion, we need not consider the issue of whether the Board had a managerial prerogative to require teachers at schools 6 and 8 to supervise the lunchroom without additional compensation. We also note our agreement with the Hearing Examiner that the Board's actions in this case were not motivated by anti-union animus or intended to pressure the Association during negotiations.

these conditions is guilty of a refusal to negotiate in good faith. Compare Galloway Tp. Bd. of Ed. v. Galloway Tp. Ed. Ass'n, 78 N.J. 25, 48 (1978) with NLRB v. Katz, 369 U.S. 736, 743-47 (1962). The question in this case is whether the Board, during negotiations over a successor contract in the fall of 1982, unilaterally altered the parties' previous contractual understanding and practice concerning teachers' lunch periods.

The parties' 1980-82 and 1982-84 contracts each contained the following provision (Article VI, Section G):

> Each elementary teacher is entitled to a 55 minute duty-free lunch period, except for duties assigned on an equitable rotation basis within each elementary building, for the purpose of supervising students in accordance with law and the practice concerning supervisory and non-supervisory duties established or operative during the 1979-1980 school year.

It is clear at the outset, then, that elementary teachers have only a conditional, rather than absolute right to a duty-free lunch period. The contract specifically recognizes that the Board may assign teachers, on an equitable rotating basis, to supervise students during lunch "in accordance with law."[4/]

The narrow dispute here is whether the Board has exercised this contractual right in a manner consistent with the further contractual limitation that assignments be in accordance with "the practice concerning supervisory and non-supervisory duties

4/ It appears to us that the phrase "in accordance with law" reflects the regulatory mandate that "...a principal, teacher or other designated certified professional personnel" direct school aides assisting in the supervision of pupil activities. N.J.A.C. 6:11-4.9. The contract clause permits the Board to use teachers for the necessary supervision.

established or operative during the 1979-1980 school year." The Board contends it has because the general district-wide practice in 1979-1980 was for teachers to supervise students during the lunch period. The Association contends it has not because it has changed the alleged practice of two of the nine schools of having principals, rather than teachers, supervise lunchroom duty. The following material facts appear.

There are nine elementary schools in the district. They are numbered 1-6 and 8-10.[5/] During the lunch period at each school, supervision is required of students both when they are in the cafeteria and when they are on the playground. At all schools, teacher aides have assisted with the supervision since at least the 1979-1980 school year. At schools, 1,2,4,5,9 and 10, teachers have directed aides and supervised students both in the lunchroom and on the playground since at least the 1979-1980 school year.[6/] At school 6, teachers directed aides and supervised students both in the lunchroom and on the playground during the 1979-1980 school year and now have that responsibility again; the principal of that school, however, assumed responsibility for supervising the lunchroom during one of the two daily lunch periods in the 1980-1981 and 1981-1982 school years before reverting to the 1979-1980 school year practice in September, 1982.[7/] At school 8, teachers

5/ School 7 closed following the 1979-1980 school year.
6/ The practice at School 3 since 1979-80 is not in evidence, but is not in dispute.
7/ The principal had assumed responsibility for the lunchroom supervision during one of the two lunch periods in the 1980-1981 school year because of disciplinary problems stemming from an increase in the number of students following the closing of one of the district's schools. The principal relinquished this responsibility in September, 1982 because she found that her other commitments sometimes made it impossible for her to discharge it, thus leaving students in the lunchroom during the first lunch period without the necessary supervision of certified professional personnel.

have directed aides and supervised students on the playground since the 1979-1980 school year and directed aides and supervised students in the lunchroom before the 1979-1980 school year and after September, 1982; the principal, however, directed aides and supervised students in the lunchroom from 1979-1980 through 1981-1982 before reassigning this responsibility to teachers in September, 1982.[8/]

There is no testimony concerning the negotiations history preceding the initial adoption of Article VI, Section G in the 1980-1982 contract. There is also no testimony concerning any specific discussions about its retention in the 1982-84 contract. There is evidence that in negotiations over the 1982-1984 contract, the Association presented a concern over changes in morning assignments which had varied at different schools and that the parties resolved this issue.

Under all the circumstances of this case, we do not believe that the Association has proved by a preponderance of the evidence that the Board, during successor contract negotiations, deviated from its contractual commitment to make lunch period assignments consistent with "...the practice concerning supervisory and non-supervisory duties established or operative during the 1979-1980 school year." The contract specifies that the Board may

8/ The principal assumed the teachers' previous responsibility for lunchroom supervision when he came to School 8 in September, 1979 because he was concerned about "the activities going on in the cafeteria" and desired "to set the cafeteria up the way I wanted to set it up." He testified without contradiction that he told teachers at a faculty meeting in September, 1979 that "...he was going to assume their lunch cafeteria duty but they still had the responsibility" and "if there was ever any change,...they would be technically on duty...." He reassigned teachers to lunchroom duty in September, 1982 for the same reasons as his counterpart at School 6.

assign teachers to lunchtime supervision of students in accordance with law and the 1979-1980 school year practice. There is no specific contractual language or negotiations history indicating that the "practice" referred to in the contract meant each individual school's practice rather than the general practice applicable throughout the district. Further, at all other schools besides School No. 8, teachers had the actual responsibility of supervising the lunchroom as well as the playground during the 1979-1980 school year; and at School No. 8, the principal made clear to teachers at the outset of the 1979-1980 school year that they retained that technical responsibility even though he would do the lunchroom supervision while they did the playground supervision. Under all these circumstances, we do not find sufficient evidence of a unilateral change in the parties' negotiated understanding concerning the Board's right to make lunch period assignments to warrant the finding of unfair practice.

ORDER

The Complaint is dismissed.

BY ORDER OF THE COMMISSION

James W. Mastriani
Chairman

Chairman Mastriani, Commissioners Wenzler, Suskin and Butch voted for this decision. None opposed. Commissioners Hipp, Graves, and Newbaker abstained.

DATED: Trenton, New Jersey
May 30, 1984
ISSUED: June 1, 1984

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

In the Matter of

LINDEN BOARD OF EDUCATION,

Respondent,

-and-

Docket No. CO-83-188-13

LINDEN EDUCATION ASSOCIATION,

Charging Party.

SYNOPSIS

A Hearing Examiner recommends that the Public Employment Relations Commission find that the Respondent Board did not violate Subsections 5.4(a)(1), (3) and (5) of the New Jersey Employer-Employee Relations Act when in September 1982 it discontinued the use of principals for lunch duty in two out of nine of its elementary schools and assigned teachers in place of the principals. The Hearing Examiner relied on the Commission's decision in Spotswood Board of Education, P.E. R. C. No. 81-109, 7 NJPER 159 (1981) where it was held that assignments to lunch duty are managerial prerogative but can be the subject of negotiations for compensation. The Hearing Examiner herein decided that there was no issue of compensation to negotiate since the Respondent's decision was to require that all schools conform on a district-wide basis with only teachers assigned to lunch duty and not principals.

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. 84-49

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

In the Matter of

LINDEN BOARD OF EDUCATION

Respondent,

-and- Docket No. CO-83-188-13

LINDEN EDUCATION ASSOCIATION,

Charging Party.

Appearances:

For the Linden Board of Education
Magner, Abraham, Orlando, Kahn & Pisansky, Esqs.
(Leo Kahn, Esq.)

For the Linden Education Association
Rothbard, Harris & Oxfeld, Esqs.
(Sanford R. Oxfeld, Esq.)

HEARING EXAMINER'S RECOMMENDED
REPORT AND DECISION

An Unfair Practice Charge was filed with the Public Employment Relations Commission (hereinafter the "Commission") on January 26, 1983 by the Linden Education Association (hereinafter the "Charging Party" or the "Association") alleging that the Linden Board of Education (hereinafter the "Respondent" or the "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. (hereinafter the "Act"), in that the Respondent, on or about September 8, 1982, unilaterally changed its rotational policy as to the duty-free lunch period for elementary school teachers thereby increasing the number of times that each teacher lost his or her duty-free lunch period within a two-week period, which rotational change occurred during collective negotiations for a successor agreement, and was allegedly made to bring pressure on the Association during negotiations, all

of which is alleged to be a violation of N.J.S.A. 34:13A-5.4(a)(1), (3) and (5) of the Act.[1/]

It appearing that the allegations of the Unfair Practice Charge, if true, may constitute unfair practices within the meaning of the Act, a Complaint and Notice of Hearing was issued on July 12, 1983. Pursuant to the Complaint and Notice of Hearing, hearings were held on November 4, 1983 and January 17, 1984 in Newark, New Jersey, at which time the parties were given an opportunity to examine witnesses, present relevant evidence and argue orally. Oral argument was waived and the parties filed post-hearing briefs by February 27, 1984.

An Unfair Practice Charge having been filed with the Commission, a question concerning alleged violations of the Act, as amended, exists and, after hearing, and after consideration of the post-hearing briefs of the parties, the matter is appropriately before the Commission by its designated Hearing Examiner for determination.

Upon the entire record, the Hearing Examiner makes the following:

FINDINGS OF FACT

1. The Linden Board of Education is a public employer within the meaning of the Act, as amended, and is subject to its provisions.

2. The Linden Education Association is a public employee representative within the meaning of the Act, as amended, and is subject to its provisions.

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."

3. The Respondent's school system includes nine elementary schools numbered 1-6 and 8-10. The dispute in this matter involves only Schools 6 and 8. 2/

4. The collective negotiations agreements between the parties have since 1980 contained an Article VI, "Teaching Hours and Teaching Load," Section G of which provides as follows:

> "Each elementary teacher is entitled to a 55 minute duty-free lunch period, except for duties assigned on an equitable rotation basis within each elementary building, for the purpose of supervising students in accordance with law and the practice concerning supervisory and non-supervisory duties established or operative during the 1979-1980 school year" (see J-1).

5. All of the nine elementary schools utilize school aides, whose job description indicates, inter alia, that the school aide "...Assists with the supervision of children during regular play periods, cafeteria, etc..." (R-4). 3/

6. The Respondent has had a District-wide practice regarding lunchroom duty, 4/ which mandates that certified personnel must supervise students and that school aides are not permitted to supervise students without certified personnel being present.

7. The parties expended considerable time and energy at the hearing as to when and whether the Superintendent, Americo Taranto, called the Negotiations Chairman of the Association, Alfreda Cmielewski, a "liar" in the context of a dispute over early morning duty by classroom teachers at School 8, and whether the date of the alleged incident was May 5, 6 or 7, 1982. The Hearing Examiner need not resolve

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2/ School 3 was initially involved also but the Charging Party withdrew School 3 from consideration during the hearing.

3/ On February 11, 1981 the Board issued a Policy Statement regarding school aides, which defined the areas in which school aides might be utilized and stated that the job description must show clearly that the aide will be directed by a principal, teacher or other designated certified personnel and that the person directing an aide may not require the aide to initiate instruction (R-5).

4/ Lunchroom duty includes supervision both in the cafeteria and on the playground.

the conflicting testimony of the parties regarding this incident because it involves "morning duty," which is not alleged in the Unfair Practice Charge and was, therefore, the subject of a stipulation that there would be no remedy regarding "morning duty." 5/

8. As testified to by Thomas W. Long, the Assistant Superintendent, Schools 6 and 8 became the subject of a change in the assignment of certified personnel to lunch duty because the school aides in these schools were found to be unsupervised (1 Tr. 103). This became known to the Superintendent and the administration in September 1982. The problem originated from the fact that the principals of Schools 6 and 8 had been assuming lunch duty responsibility at their respective schools for several years. It was decided that principals should not perform lunch duty (1 Tr. 110). Certified personnel, excluding the principal, have always been assigned to lunch duty at Schools 1-5 and 9-10. 6/

a. Bernice Bedrick, who has been the principal of School 6 for five years, testified that for the school year 1979-80 lunch duty was covered on a rotational basis by two teachers and two school aides. In the school year 1980-81 there was a disciplinary problem due to the addition of 75-80 students, as a result of which Bedrick took over the first half of lunch duty for the upper grades. This situation continued until September 1982 when Bedrick was relieved of lunch duty and it was reassigned to other classroom teachers.

5/ There was also considerable testimony as to whether the principal of School 8, Joseph W. Roper, stated in connection with the May 1982 Taranto incident, supra, that the teachers had "Alfreda" or the "Association" to thank for additional morning duty. Assuming that the Charging Party proved this fact by a preponderance of the evidence, the Hearing Examiner finds it irrelevant in view of the stipulation that "morning duty" was not the subject of the Unfair Practice Charge. Since the Taranto and Roper incidents constituted the basis for the allegation that Subsection(a)(3) of the Act was violated, the Hearing Examiner will recommend dismissal of this aspect of the Unfair Practice Charge. Even assuming that the May 1982 incidents could rise to a Subsection(a)(3) violation, the Hearing Examiner sua sponte finds that these alleged violations are time-barred under Section 5.4(c) of the Act since the Unfair Practice Charge was filed on January 26, 1983, more than six months after May 1982.

6/ Superintendent Taranto, while acknowledging that principals had covered lunch duty in Schools 6 and 8, testified that as long as a "certified person" was covering lunch duty he was satisfied (2 Tr. 13). But he indicated that a teacher should be assigned to lunch duty since the principal has more important duties to perform in the office (2 Tr. 13).

b. Roper has been the principal of School 8 for five years and, starting in September 1979, he assumed responsibility for the supervision of students during the lunch period. This continued until September 1982 when Roper and administration decided to discontinue the practice "...because there was no certified person on duty if I wasn't there..." (2 Tr. 27). Other teachers were assigned to cover the lunch duty. Roper testified without contradiction that the assignment of teachers to lunch duty during the 1982-83 school year conformed more readily with the practice in the rest of the District (2 Tr. 29, 30).

THE ISSUE

Did the Respondent Board violate Subsections(a)(1) and (5) of the Act when the Superintendent and administration unilaterally decided in September 1982 to remove the principals of Schools 6 and 8 from lunch duty and thereafter assigned teachers pro tanto in place of the principals without negotiating compensation?

DISCUSSION AND ANALYSIS

The Respondent Did Not Violate The Act When It Unilaterally Decided In September 1982 To Remove The Principals Of Schools 6 And 8 From Lunch Duty And Thereafter Assigned Teachers Pro Tanto In Place Of The Principals Without Negotiating Compensation

There are two aspects to the instant Unfair Practice Charge vis-a-vis alleged violations of Subsections(a)(1) and (5) of the Act. The first aspect concerns the right of the Board to assign teachers to lunch duty at Schools 6 and 8 as a matter of managerial prerogative. The second aspect pertains to whether the Respondent was obligated to negotiate with the Association regarding compensation for teachers so assigned to lunch duty.

The Commission considered this subject in Spotswood Board of Education, P.E.R.C. No. 81-109, 7 NJPER 159 (1981).[7/] In that case the Association sought to

7/ See also, Perth Amboy Board of Education, P.E.R.C. No. 83-36, 8 NJPER 573 (1982) and Hope Township Board of Education, P.E.R.C. No. 83-126, 9 NJPER 217 (1983).

arbitrate the matter of teacher assignments to lunch duty as well as payment for time spent thereon. The Commission restrained arbitration as to the first issue of assignment of teachers by the Board but permitted arbitration to go forward on the issue of compensation.

In support of its position that the assignment of teachers to lunch duty (cafeteria supervision) was a non-negotiable managerial prerogative, the Commission cited Plainfield Board of Education, P.E.R.C. No. 80-42, 5 NJPER 418 (1979) and Byram Township Board of Education, 152 N.J. Super. 12, 24, 25 (App. Div. 1977). The Commission then noted several cases which stand for the proposition that a change in the duties of a teacher is negotiable where it involves the substitution of a duty period for a non-duty period and thus results in an increase in teacher workload: Red Bank Board of Education v. Warrington, 138 N.J. Super. 564 (App. Div. 1976) and Newark Board of Education v. Newark Teachers Union, App. Div. Docket No. A-2060-78 (1980). The Commission in Spotswood relied upon Long Branch Education Association v. Long Branch Board of Education, 150 N.J. Super. 262 (App. Div. 1976), aff'd 73 N.J. 461 (1977) where the Appellate Division, after citing Red Bank, supra, held:

> "...the decision of the local board to assign teachers to lunchroom supervision was a matter of educational policy. We further find there is substantial evidence in the record to support the conclusion of the Commissioner (of Education) that the assignment of teachers to such duty was a change of form only and did not constitute the addition of an additional workload." (150 N.J. Super. at 264).

Finally, the Commission in Spotswood, citing Ramapo-Indian Hills Education Association v. Ramapo-Indian Hills Board of Education, 176 N.J. Super. 35 (App. Div. 1980) and Mainland Regional Teachers Association v. Mainland Regional Board of Education, App. Div. Docket No. A-4566-78 (1980), held that the Association could arbitrate the issue of additional compensation for lunch duty assignments.

Applying the foregoing to the instant case, the Hearing Examiner finds and concludes that when the Respondent unilaterally decided in September 1982 to remove the principals of Schools 6 and 8 from lunch duty and assigned teachers in their place,

the Board legitimately exercised a managerial prerogative in so doing. Red Bank, supra, relied on by the Charging Party, does not change this result. The facts in that case are grossly dissimilar from those in the case at bar.

As to the question of whether or not there is a negotiable issue as to compensation for an increase in workload, two things must be considered. First the Charging Party, while referring to Article VI, Section G of J-1 (see Finding of Fact No. 4, supra), failed to prove by a preponderance of the evidence precisely what was "...the practice concerning supervisory and non-supervisory duties established or operative during the 1979-80 school year" at Schools 6 and 8.[8/] This omission necessarily leaves the Hearing Examiner in a quandary as to how to find an increase in workload, if any, when there is no bench mark against which to measure or calculate any such increase. Secondly, with the exception of Sylvia N. Weisbrot, a third and fourth grade teacher in School 6, the Charging Party has failed to prove by a preponderance of the evidence that any specific teacher or teachers have had his, her or their workload measurably increased as a result of the action of the Respondent Board in September 1982 in removing the principals of Schools 6 and 8 from lunch duty.[9/]

Finally, the Hearing Examiner notes that Article VI, Section G of J-1 applies to all of the nine elementary schools and not just to Schools 6 and 8. None of the schools except Schools 6 and 8 had utilized principals for lunch duty. The Hearing Examiner concludes that when the principals were removed from lunch duty at Schools 6 and 8 in September 1982 it merely brought those schools into conformity with the District-wide practice at the other seven elementary schools. It would be an anomaly to order negotiations as to compensation for an increase in the workload

8/ It was Respondent's witnesses, Bedrick and Roper who established, respectively, that at School 6 teachers had lunch duty in 1979-80 while at School 8 the principal had lunch duty (see Finding of Fact No. 8a & 8b, supra).

9/ Weisbrot testified without contradiction that in 1979-80 she had lunch duty 14 times; in 1980-81 she had lunch duty 32 times; in 1981-82 she had lunch duty 43 times; and in 1982-83, the year in question, she had lunch duty 68 times. Weisbrot's situation appears to have been chronic and hardly qualifies as proof of what happened at School 6 on and after September 1982.

of teachers at Schools 6 and 8, assuming there had been adequate proof thereof, when there appears to be no essential difference in the lunch duty workload as between Schools 6 and 8 and the other seven elementary schools. For this reason, the Hearing Examiner does not find a violation of the Act and will, therefore, not recommend that the Respondent negotiate compensation at Schools 6 and 8.

* * * *

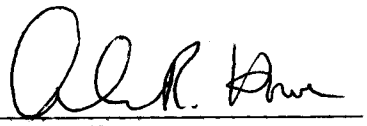
Upon the foregoing, and upon the entire record in this case, the Hearing Examiner makes the following:

CONCLUSION OF LAW

The Respondent Board did not violate N.J.S.A. 34:13A-5.4(a)(1), (3) and (5) when in September 1982 it assigned teachers in Schools 6 and 8 to lunch duty in place of the principals of those schools pro tanto.

RECOMMENDED ORDER

The Hearing Examiner recommends that the Commission ORDER that the Complaint be dismissed in its entirety.



Alan R. Howe
Hearing Examiner

Dated: March 8, 1984
Trenton, New Jersey