

P.E.R.C. NO. 92-77

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

SADDLE BROOK BOARD OF EDUCATION,

Respondent,

-and-

Docket No. CO-H-90-353

SADDLE BROOK EDUCATION ASSOCIATION,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission finds, in the absence of exceptions, that the Saddle Brook Board of Education violated the New Jersey Employer-Employee Relations Act by increasing pupil contact time for teachers at the end of the school year. The Complaint was based on an unfair practice charge filed by the Saddle Brook Education Association.

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Docket No. CO-H-90-353

SADDLE BROOK EDUCATION ASSOCIATION,

Charging Party.

Appearances:

For the Respondent, George J. Sokalski, attorney

For the Charging Party, Bucceri & Pincus, attorneys  
(Sheldon Pincus, of counsel; Mary J. Hammer, on the briefs)

DECISION AND ORDER

On June 8 and August 22, 1990, the Saddle Brook Education Association filed an unfair practice charge and amended charge against the Saddle Brook Board of Education. The Association alleges that the Board violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically subsections 5.4(a)(1) and (5),<sup>1/</sup> by ending a past practice of half-day

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<sup>1/</sup> 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."

sessions instead of full-day sessions for students during the last five days of the school year, thereby increasing instructional time for teachers without additional compensation.

On August 27, 1990, a Complaint and Notice of Hearing issued. On September 6, the Board filed its Answer denying that it unilaterally changed terms and conditions of employment and urging that any contractual claim be raised through the negotiated grievance procedure.

On October 25, 1990, Hearing Examiner Margaret A. Cotoia conducted a hearing. The parties examined witnesses and introduced exhibits. Both parties filed post-hearing briefs. The Association filed a reply.

On December 4, 1991, the Hearing Examiner issued her report and recommendations. H.E. No. 92-14, 18 NJPER \_\_\_\_ (¶\_\_\_\_ 1991). She found that the failure to schedule half-day sessions for students during the last four days of the school year unilaterally increased pupil contact time for teachers.<sup>2/</sup> She recommended that the Board be ordered to compensate all teachers who worked on those days at the rate set by the contract for teachers who lose a preparation period because they work as a substitute.

The Hearing Examiner served her decision on the parties and informed them that exceptions were due December 17, 1991. Neither party filed exceptions or requested an extension of time.

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<sup>2/</sup> The practice was five half-day sessions at the end of the year, but the Board canceled the last day of school for students and teachers.

We have reviewed the record. The Hearing Examiner's findings of fact (H.E. at 3-8) are generally accurate. We incorporate them with these modifications. We modify finding no. 1 to clarify that for 1988-89, five full-day sessions were originally scheduled, but then the Board created four half-day sessions and closed school the last day. We modify finding no. 11 to indicate that for 1989-90, the Board eliminated the last two days of school (J-3).<sup>3/</sup>

We find that the Board violated subsections 5.4(a)(1) and (5) when it unilaterally increased pupil contact time for teachers. We order the Board to compensate teachers who worked full rather than half-day sessions at the end of the 1989-90 school year pursuant to Article IV.D.1 of the parties' 1989-92 agreement plus interest pursuant to the rates set in R. 4:42-11. We limit the remedy to three half-days of compensation because the Board eliminated the last two days of school.

#### ORDER

The Saddle Brook Board of Education is ordered to:

A. Cease and desist from:

1. Interfering with, restraining or coercing its employees in the exercise of the rights guaranteed to them by the

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<sup>3/</sup> Although there is some evidence that the Board eliminated one day only, both parties state in their briefs that two days were eliminated and that fact is confirmed by a contemporaneous letter from the Board's president to the Association's president (J-3).

Act, by increasing pupil contact time for teachers at the end of the school year.

2. Refusing to negotiate in good faith with the Association, particularly by increasing pupil contact time for teachers at the end of the school year.

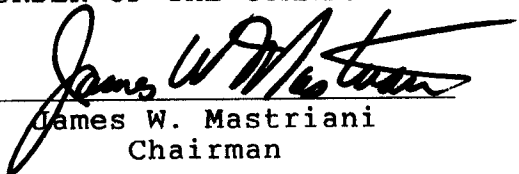
B. Take this action:

1. Compensate all teachers who worked full-day rather than half-day sessions during the last three days of the 1989-90 school year pursuant to Article IV.D.1 of the parties' 1989-92 agreement plus interest pursuant to the rates set in to R. 4:42-11.

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

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

BY ORDER OF THE COMMISSION

  
James W. Mastriani  
Chairman

Chairman Mastriani, Commissioners Grandrimo, Smith and Wenzler voted in favor of this decision. Commissioner Goetting voted against this decision. Commissioners Bertolino and Regan abstained from consideration.

DATED: January 30, 1992  
Trenton, New Jersey  
ISSUED: January 31, 1992



# NOTICE TO 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 increasing pupil contact time for teachers at the end of the school year.

WE WILL NOT refuse to negotiate in good faith with the Saddle Brook Education Association, particularly by increasing pupil contact time for teachers at the end of the school year.

WE WILL compensate all teachers who worked full-day rather than half-day sessions during the last three days of the 1989-90 school year pursuant to Article IV.D.1 of the parties' 1989-92 agreement plus interest pursuant to the rates set in to R. 4:42-11.

Docket No. CO-H-90-353

SADDLE BROOK BOARD OF EDUCATION

(Public Employer)

Dated: \_\_\_\_\_

By: \_\_\_\_\_

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, 495 West State Street, CN 429, Trenton, NJ 08625-0429 (609) 984-7372

H.E. NO. 92-14

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

In the Matter of

SADDLE BROOK BOARD OF EDUCATION,

Respondent,

-and-

Docket No. CO-H-90-353

SADDLE BROOK EDUCATION ASSOCIATION,

Charging Party.

SYNOPSIS

A Hearing Examiner of the Public Employment Relations Commission recommends the Commission find that Saddle Brook Board of Education violated the New Jersey Employer-Employee Relations Act when it unilaterally changed the past practice of scheduling half-day sessions for students during the last five days of the school year. The Hearing Examiner found that the Board's scheduling of full-day sessions at the end of the school year increased pupil contact time. She recommends that the Commission order the Board to compensate affected teachers for the increase in contact time.

She further found that the Board's scheduling of a full day session on the last school day before Christmas Eve was consistent with past practice and did not violate the Act.

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. 92-14

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

In the Matter of

SADDLE BROOK BOARD OF EDUCATION,

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Appearances:

For the Respondent,  
George J. Sokalski, Attorney

For the Charging Party,  
Bucceri & Pincus, attorneys  
(Sheldon Pincus, of counsel)  
(Mary J. Hammer, on the brief)

HEARING EXAMINER'S REPORT AND  
RECOMMENDED DECISION

On June 8, 1990, the Saddle Brook Education Association ("Association") filed an unfair practice charge with the Public Employment Relations Commission ("Commission") alleging that the Saddle Brook Board of Education ("Board") violated subsections 5.4(a)(1) and (5) of the New Jersey Employer-Employee Relations Act,



N.J.S.A. 34:13A-1 et seq., ("Act")<sup>1/</sup> by eliminating its past practice of single-session days for students during the last week of the school year. On August 22, 1990, the Association amended its charge to allege that the Board violated subsections (a) (1) and (5) of the Act by eliminating its past practice of scheduling a single-session on the last school day before Christmas Eve. The Association contends that the Board's actions are a unilateral change of the parties' past practice.

On August 27, 1990, the Director of Unfair Practices issued a Complaint and Notice of Hearing. On September 6, 1990 the Board filed an Answer, denying that its actions were a unilateral change of the parties' past practice. I conducted a hearing on October 25, 1990 at which the parties examined witnesses and presented exhibits. The parties filed briefs by December 17, 1990.<sup>2/</sup> Based upon the entire record in this matter I make the following:

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<sup>1/</sup> 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."

<sup>2/</sup> The Association also filed a reply brief on January 14, 1991. I allowed filing of the reply brief over the Board's objection.

FINDINGS OF FACT

1. The Association and the Board are parties to a collective negotiations agreement covering 1989 to 1992 (J-1).<sup>3/</sup> Article IV F. provides that the teachers' work year shall be no more than 183 working days. The agreement is silent on single-session days. The Board uses one school calendar to list holidays for all district schools (T12).<sup>4/</sup> Calendars for the nine school years before June 1989 (J-4) show that the last five days in June are single-session days for students throughout the district, during which the staff worked until the end of the school day (T13, T14, T15). In the 1988-89 school year, five single-session days were scheduled but one was eliminated (T16).<sup>5/</sup>

2. When single-session days were held, the school day ended for students at 12:20 p.m. and teachers remained in the buildings until 3:15 p.m. Teachers had no pupil contact in the afternoons of single-session days at the end of the school year, although they were required to work until the end of the school day (T20, T58, T72). Teachers used the afternoons of single-session

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<sup>3/</sup> Exhibits are designated as follows: Joint exhibits are "J", the Association's exhibits are "CP" and the Board's exhibits are "R".

<sup>4/</sup> T refers to the hearing transcript dated October 25, 1990.

<sup>5/</sup> Exhibit J-4 also included calendars for the 1969-70 through 1971-72 school years. Those three calendars do not indicate any single-session days at the end of the school year, although they do show single-session days for the days before Thanksgiving and Christmas vacations (T51-T53).

days to prepare final reports, grade final examinations, complete student report cards and complete other year-end duties (T20).<sup>6/</sup>

3. In the spring of 1988, the Board adopted a calendar for the 1988-89 school year which did not indicate any single-session days in June (T20, T22). Dorothy Zanetti, a teacher employed by the Board who is Association President, learned of this and spoke with then school Superintendent Al Gorab ("Gorab").<sup>7/</sup> Gorab investigated the matter and assured Zanetti that there was some error and that the days would be restored (T21, T91).

The Board amended the calendar in the spring of 1989. It created four single-session days for students at the end of the school year and eliminated one day, June 16th, entirely. (T21, T22, T23, T25, T83, T88).<sup>8/</sup>

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<sup>6/</sup> The calendars submitted as J-4 also contain single-session days for elementary schools where students are dismissed midday and teachers conduct parent conferences in the afternoon (T72). Those single sessions are not a subject of this unfair practice charge.

<sup>7/</sup> Gorab retired from the district in July, 1990 (T12, T21).

<sup>8/</sup> The 1988-89 calendar submitted as part of exhibit J-4 shows five single-session days from June 12 through 16. There is also a circle that appears to be handwritten around June 15. The calendar indicates "ADOPTED: May 11, 1988". On cross examination, Zanetti stated that the adoption date was inconsistent with the single-session days (T38, T39). She stated that the calendar adopted in May, 1988 did not have the last five school days in June marked as single-session days and that four single-session days and the elimination of the fifth day entirely were granted by the Board sometime in spring, 1989 (T39, T40). Zanetti stated that the 1988-89

4. Zanetti did not question why the 1988-89 calendar was amended to provide four single-session days instead of five. Her original inquiry to Gorab was why there were no single-session days in June (T45, T46). Upon learning that there would be four single-session days in June of 1989, Zanetti did not request a fifth day because the Board eliminated June 16 entirely and she felt that elimination of one entire day was more advantageous and acceptable than pursuing a fifth single-session day (T47, T48, T83, T84).<sup>9/</sup>

5. The 1989-90 school calendar was adopted in the spring of 1989. In October 1989, Zanetti discussed the 1989-90 school calendar with Gorab. She became aware that there were no

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8/ Footnote Continued From Previous Page

calendar submitted as part of J-4 must have been amended to reflect the changes made by the Board in the spring of 1989 (T40, T41, T42, T43, T45). Zanetti also stated that she probably added the handwritten circle around June 15 to indicate that it was the last day of school (T41, T46). Although the exhibit conflicts with Zanetti's testimony about when the Board granted the single-session days for June 1989, I credit Zanetti's testimony. I found Zanetti to be a forthright and credible witness whose testimony about an amended calendar remained consistent throughout cross-examination (T40, T41, T42, T43, T45, T47). I also find her explanation that the 1988-89 calendar submitted as part of J-4 reflects an amendment of the calendar approved on May 11, 1988 to be a credible explanation for the inconsistency.

9/ Board member Sebastian Salierno testified that the Association requested an additional single-session day in June, 1989 through Superintendent Gorab (T83). I find that if such a request was made, it is not inconsistent with the Association's later acceptance of the four single-session days in June.

single-session days in June of the 1989-90 calendar after the 1988-89 calendar was amended (T23).<sup>10/</sup>

6. Gorab sent a letter to Zanetti on October 11, 1989 (CP-1) stating that:

I had an opportunity to discuss this year's school calendar with the Board of Education at our work session on Tuesday evening, October 10th. I specifically questioned the fact that the last week of school in June was not shown as one session days. The reason for this decision is that if we are able to shorten the school year further by virtue of not using the three days in reserve for inclement weather or other emergencies, only those days in the last week of school will be made one session, (e.g. if the last day of school will be June 14th, only the 11th, 12th 13th and 14th would be one session.) If you feel that a letter to the entire staff on this matter would be beneficial, I would be happy to send one out from my office.

7. Through Gorab's letter (CP-1) and a subsequent conversation with Gorab the week that the letter was received, Zanetti understood that the length of the last week of school and the number of single-session days in that week would be determined at a later date based on the number of snow days used by the district (T25,T26).<sup>11/</sup>

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<sup>10/</sup> In the spring of 1989, the Association was attempting to resolve the lack of single-session days in the calendar for June 1989. It withheld its response to the 1989-90 calendar until it resolved the 1988-89 situation (T65).

<sup>11/</sup> Board member Susan Syme testified that Gorab discussed the 1989-90 school calendar with the Board in October, 1989. Gorab asked if it was an oversight that there were no single-session days in June and the Board replied that the lack of single-session days was not inadvertent (T98, T99). This conversation is inconsistent with Zanetti's testimony (T25,T26). I find that if it took place, the Board's reply was not conveyed to the Association in October.

8. In May, 1990, Zanetti asked Gorab about the scheduling of single-session days in June (T31, T32, T33). Gorab told Zanetti that the Board would not create single-session days for students (T31, T33).

9. On May 21, 1990, Zanetti sent a letter to Board President Barbara Lumia ("Lumia") requesting negotiations over the impact of the Board's decision to eliminate single-session days for students during the last week of the 1989-90 school year (J-2).

10. By letter dated May 23, 1990 (J-3) Lumia advised Zanetti that the school calendar is not a negotiable item and that the change in the school calendar was not recent but was approved by the Board on February 8, 1989. Zanetti did not discuss J-3 with either Lumia or Gorab (T33). The Board did not negotiate the June 1990 full session days with the Association (T34).

11. Although the school year was scheduled to end on June 15, 1990, the Board eliminated one full day from the calendar in June (T27, T98).<sup>12/</sup> The school year ended on June 14, and the final four days of school, June 11th through June 14th were full, rather than single-session days for both students and staff (T27, T28). Students were dismissed at the usual time and teachers conducted a normal class schedule (T58, T59).

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<sup>12/</sup> Board member Susan Syme testified that June 14 was eliminated to make June 13 the last day of school in 1990. The 1989-90 calendar submitted as J-4 shows June 15 as the last day of school. I find the discrepancy between Zanetti and Syme immaterial since both testified that one day was eliminated from the calendar in June 1990.

12. During those full session days, teachers were responsible for students and could not use the afternoons for grading or other year-end responsibilities which were now done on the teachers' own time (T28, T29). Teachers received no additional compensation for the full day sessions at the end of the school year (T29).

13. Before the 1989-90 school year, the last working day before Christmas Eve was a single-session day for both students and staff unless Christmas fell on a Tuesday (T35, T36, J-4).<sup>13/</sup> December 25, 1990 fell on a Tuesday and the 1990-91 school calendar indicates that the last working day before Christmas Eve, Friday December 21, was a full session day for staff and students (T35, T36, J-4).

#### ANALYSIS

The Association alleges that the Board violated subsections 5.4(a)(1) and (5) of the Act when it eliminated student single-session days at the end of the school year without negotiations. In order to find that an employer violated its obligation to negotiate, an employee representative must prove that a change occurred in a term and condition of employment without

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<sup>13/</sup> The calendars from 1977-78 to 1989-90 (J-4) show that the last working day before Christmas Eve was a half day except for the following years: 1979-80, 1984-85 and 1990-91, years when Christmas fell on Tuesday, and 1985-86, when Christmas fell on Wednesday and the last working day before Christmas Eve, 12/23, was a full day off.

negotiations. Willingboro Bd. of Ed., P.E.R.C. No. 86-28, 12 NJPER 32 (¶17012 1985). The Association contends that the Board's elimination of single-session days was such a unilateral change. The Board contends that there was not a past practice of single-session days, setting the academic calendar is a managerial prerogative, the alleged violation is contractual and arbitrable and that the charge is untimely.

A past practice is a term and condition of employment which is not enunciated in the parties' agreement but arises from their conduct. Caldwell-West Caldwell Bd. of Ed., P.E.R.C. No. 80-64, 5 NJPER 536 (¶10276 1979), aff'd in part, rev'd in part 180 N.J. Super 440 (1981). If an employer unilaterally changes a term and condition of employment, it has the burden to negotiate prior to the change.

The parties' contract (J-1) is silent on the issue of single-session days.<sup>14/</sup> If the contract is silent, past practice prevails and I must define that practice as determined by the conduct of the parties. From 1979-80 through 1987-88, the last five days of the school year were single-session days for students.<sup>15/</sup>

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<sup>14/</sup> The Board contends that this dispute concerns the number of school days per year and is therefore contractual. I disagree. The dispute is over the amount of pupil contact time during the last five school days, and the contract is silent on that point.

<sup>15/</sup> The Board contends in its brief that the school calendars entered into evidence as J-4 contain handwritten markings and therefore do not accurately reflect what was adopted by the Board. I find that the calendars as submitted were supported by ample, credible and consistent testimony.



Although teachers remained in the schools until the end of the school day, they had no pupil contact. I find that scheduling five single-session days for students at the end of the school year was a past practice.<sup>16/</sup> and that the Board's elimination of the single-session days was unilateral and without negotiations.

The Board contends that setting the school calendar is a managerial prerogative. Bd. of Ed. of Woodstown - Pilesgrove Reg. School Dist. v. Woodstown - Pilesgrove Ed. Assn., 81 N.J. 582 (1980) However, when the Board changed the school calendar from single-session to full session days for students, it increased pupil contact time for teachers. Pupil contact time for teachers is severable and mandatorily negotiable. Woodstown-Pilesgrove; In re Maywood Bd. of Ed., 168 N.J. Super. 45, 59-60 (App. Div. 1979), certif. den. 81 N.J. 292 (1979); In re Byram Tp. Bd. of Ed., 152 N.J. Super. 12, 26 (App. Div 1977); Red Bank Bd. of Ed. v. Warrington, 138 N.J. Super. 564 (App. Div. 1976); Liberty Tp. Bd. of Ed., P.E.R.C. No. 85-37, 10 NJPER 572 (¶15267 1984); Maywood Bd. of Ed., P.E.R.C. No. 85-36, 10 NJPER 571 (¶15266 1984). A unilateral increase in pupil contact time without prior negotiations violates the Act unless the majority representative has waived its right to negotiate. A waiver must be clear and unmistakable. Red Bank Reg. Bd. of Ed., 78 N.J. 122, 140 (1978).

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<sup>16/</sup> One of the last five days of school was eliminated in 1988-89 and only four single-session days were held. The scheduling of only four single-session days in June 1989 does not change my finding of a past practice.

When the Association saw that the 1989-90 calendar contained no single-session days in June, its president spoke with the Superintendent and received a letter from him stating that single-session days would be created at the end of the school year as needed after the Board determined how many full days would be removed from the end of the calendar. (CP-1). On the basis of the letter and a later conversation with the Superintendent, the Association had a reasonable expectation that there would be single-session days in June 1990. When it learned that there would not be single-session days in June 1990, the Association promptly requested negotiations over the impact of the full days (J-2). I find that the Association did not waive its right to negotiate over the mandatorily negotiable issues arising from the unilateral change from single session to full session days at the end of the year. The resultant unilateral increase in pupil contact time without negotiations is an unfair practice.

In its amended unfair practice charge, the Association also alleges that the Board violated the past practice of scheduling a single-session day on the last work day before Christmas Eve. Although the last work day before Christmas Eve was often a single-session day, there was an exception when Christmas day fell on a Tuesday. In those years when Christmas fell on Tuesday, the last work day before Christmas Eve was a Friday and that Friday was a full school day for students and staff. December 25, 1990 fell on a Tuesday, and the last work day before Christmas Eve was Friday,

December 21. The Board's scheduling of a full day on December 21, 1990 was consistent with past practice and I do not find a violation of N.J.S.A. 34:13A-5.4(a)(1) or (5) regarding the last work day before Christmas Eve 1990.

The Board contends that the charge is not timely under N.J.S.A. 34:13A-5.4. The implementation as well as the announcement of a unilateral change in a term or condition of employment constitutes an unfair practice. Somerville Bd. of Ed., P.E.R.C. No. 87-128, 13 NJPER 323 (¶18134 1987); In re Warren Hills Reg. Bd. of Ed., P.E.R.C. No. 78-69, 4 NJPER 188 (¶4094 1978). Although the 1989-90 school calendar containing full days at the end of the school year was approved by the Board in the spring of 1989, the Board did not notify the Association that the full days in June, 1990 would be implemented until its May 23, 1990 letter. Moreover, the Association properly relied on Gorab's letter of October 11, 1989 assuring the Association that single-session days would be scheduled. I find that the charge is timely since it was filed on June 8, 1990, well within six months from the date the Association became aware that the Board would implement full days at the end of the school year.

#### CONCLUSIONS OF LAW

The Board violated N.J.S.A. 34:13A-5.4(a)(5) and derivatively, 5.4(a)(1) of the Act by its unilateral implementation of full session days at the end of 1989-90 school year without negotiations over the impact of increased pupil contact time.

The Board did not violate 5.4(a)(5) and derivatively, (a)(1) of the Act when it scheduled a full session day for the last working day prior to Christmas Eve 1990.

REMEDY

I recommend that the Commission order:

A. That the Saddle Brook Board of Education cease and desist from:

1. Interfering with, restraining or coercing its employees in the exercise of the rights guaranteed to them by the Act by increasing teachers' pupil contact time by unilaterally changing single-session days to full session days at the end of June, 1990.

2. Refusing to negotiate in good faith with the Association by unilaterally altering terms and conditions of employment of employees represented by the Association by unilaterally changing single-session days to full school days in at the end of June, 1990.

B. That the Saddle Brook Board of Education, take the following affirmative action:

1. Compensate all teachers who worked on the full session school days rather than single-session days for the final four<sup>17/</sup> days at the end of June 1990 at the contractual rate of

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<sup>17/</sup> Although the parties state in their briefs that two days were eliminated from the school calendar in June 1990, the record reflects elimination of only one day (see finding 11).

\$15.00 per hour or major portion of an hour and \$7.50 per half-hour<sup>18/</sup> for the four afternoons they had pupil contact time in the last school week of June 1990. The amount of compensation shall include interest pursuant to R. 4:42-11.

2. Post in 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 if 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 has taken to comply herewith.

C. That the amendment to the charge concerning the last school day before Christmas Eve be dismissed.



Margaret A. Cotoia  
Hearing Examiner

DATED: December 4, 1991  
Trenton, New Jersey

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<sup>18/</sup> Article IV, D.1. of the parties' agreement provides that teachers who are assigned substitute duties in lieu of their preparation period shall be compensated at the rate of \$15.00 per hour or major portion of an hour and \$7.50 per half-hour for the 1989-90 school year.

# 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 cease and desist from interfering with, restraining or coercing its employees in the exercise of the rights guaranteed to them by the Act by increasing teachers' pupil contact time by unilaterally changing single-session days to full session days at the end of June, 1990.

WE WILL cease and desist from refusing to negotiate in good faith with the Association by unilaterally altering terms and conditions of employment of employees represented by the Association by unilaterally changing single-session days to full school days in at the end of June, 1990.

WE WILL compensate all teachers who worked on the full session school days rather than single-session days for the final four days at the end of June 1990 at the contractual rate of \$15.00 per hour or major portion of an hour and \$7.50 per half-hour for the four afternoons they had pupil contact time in the last school week of June 1990. The amount of compensation shall include interest pursuant to R. 4:42-11.

Docket No. CO-H-90-53

Saddle Brook 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, 495 West State St., CN 429, Trenton, NJ 08625 (609) 984-7372.