

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

DOVER TOWNSHIP BOARD OF EDUCATION,

Respondent,

- and -

Docket No. CO-76-196-80

DOVER TOWNSHIP EDUCATION ASSOCIATION,

Charging Party.

SYNOPSIS

On the basis of a stipulated record and briefs in an unfair practice proceeding, the Commission finds that the Board violated the Act by refusing to process grievances presented by the Education Association on behalf of employees represented by the Association. More specifically, the Commission further finds that the Board violated the Act when it refused to permit the Association to represent two members of the negotiating unit during a grievance hearing before the Board. The Commission concludes that its determination flows from the fact that public employees are guaranteed the right to present grievances through representatives of their own choosing and that the majority representative, by statute, is entitled to and must represent the interests of all employees in the recognized or certified negotiating unit. The Commission notes that these interests cannot be adequately represented if the majority representative cannot be present during the processing of grievances.

The Commission orders the Board to cease and desist from such conduct, and affirmatively orders the Board to fully process the relevant grievances by permitting the Association to represent the affected employees at the Board-level grievance hearing; to post notices whereby its employees will be notified of the Board's corrective actions; and to notify the Chairman of the steps taken to comply with the order.

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Charging Party.

Appearances:

For the Respondent, Jacob Green, Esq.
(Mr. Allan P. Dzwilewski, of Counsel)

For the Charging Party, Goldberg, Simon & Selikoff, Esqs.
(Mr. Gerald M. Goldberg, of Counsel and Mr. Louis P.
Bucceri, on the Brief)

DECISION AND ORDER

On January 27, 1976, the Dover Education Association (the "Association") filed an Unfair Practice Charge (the "Charge") with the Public Employment Relations Commission (the "Commission") alleging that the Dover Board of Education (the "Board") had engaged in unfair practices within the meaning of the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13A-1 et seq. (the "Act"), and in particular alleged unfair practices within the meaning of N.J.S.A. 34:13A-5.4(a)(1) and (5).^{1/}

^{1/} The cited subsections prohibit employers, their representatives and 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."

Essentially, the Charge alleged that the Board violated the Act when it refused to permit the Association to represent 2 members of the negotiating unit during a grievance hearing before the Board of Education. It appearing to the Commission's Executive Director^{2/} that the allegations of the Charge, if true, may constitute unfair practices within the Act, a Complaint and Notice of Hearing was issued on April 13, 1976.

The parties have waived an evidentiary hearing and an intermediate Hearing Examiner's Recommended Report and Decision, and have submitted this matter to the Commission for decision on stipulated facts and briefs, all of which were filed by September 9, 1976. The parties stipulate the essential facts to be as follows:

"It is stipulated by and between the parties that the Dover Education Association is a public employee representative within the meaning of the Act. The Dover Education Association is the exclusive collective bargaining representative of the full time non-supervisory teaching personnel on the staff of the Dover Board of Education.

The Association and the Dover Board of Education are parties to a collective negotiations agreement, with an expiration date of June 30, 1976. This agreement was subsequently extended to June 30, 1977, (Joint Exhibit 1).

Clyde Utz and Fred DiRenzo are members of the collective negotiating unit above set forth and are represented by the Dover Education Association.

During November and December of 1975 and in conjunction with the Dover Education Association, the New Jersey Education Association, by its agent William Bulmer was the representative

2/ Now Chairman, Jeffrey B. Tener.

indicated by the Dover Education Association and Messrs. DiRenzo and Utz for the purposes of collective negotiations and representation concerning terms and conditions of employment of unit personnel.

On or about September 23, 1975, DiRenzo and Utz initiated separate grievances. The grievance procedures were utilized to the point where the Education Association, pursuant to Article 3, Paragraphs 5 and 6 of the contract, recommended continued pursuit of the grievances, that is, a hearing by the Board of Education. The Education Association stated they would supply representation to Utz and DiRenzo in their forthcoming hearing, (See, letter of November 20, 1975, Joint Exhibit 2).

In a letter from Paul Muni dated November 26, 1975, the date of the hearing was confirmed and the Board stated their position that, in reliance upon the contract language and their interpretation of the statute, only the individual grievant may be present at the hearing, (Joint Exhibit 3). The Association responded by letter on the same date that they intended to appear as representatives of the grievants pursuant to the statute and the contract, (Joint Exhibit 4).

The Board responded by a mailgram also dated November 26, 1975 that the Board would maintain its position concerning representation, (Joint Exhibit 5).

On December 2, 1975, the scheduled hearing date, Ivan Basch, President of the Board of Education and Paul Muni, Assistant Superintendent of Schools met the grievants, William Bulmer, UniServ Representative of the Education Association and Arnold Plonski, Professional Rights and Responsibilities Chairman of the Education Association. Basch and Muni refused to permit anyone other than the grievants to be present at the hearing. The hearing never took place.

The parties hereby stipulate and agree to waive a formal hearing in this matter and, further, to waive the Hearing Examiner's Report and Recommendation, so the matter will be transferred directly to the Commission. It is agreed that briefs are due June 21, 1976."

Pursuant to the Act and the Commission's Rules, and based upon the parties' stipulations as aforesaid, the Commission

makes the following determinations upon a review of the entire record herein, namely, the Complaint, the Stipulations, the Joint Exhibits, and the briefs.

The Association argues that public employees have an inviolable constitutional right to representation in collective negotiations^{3/} and that such right, while not expressly stated in the Act, is implicitly recognized in the language of N.J.S.A. 34:13A-5.3.^{4/} The Association also maintains that

3/ N. J. Const. (1947), Art. I, par. 19 states: "Persons in private employment shall have the right to organize and bargain collectively. Persons in public employment shall have the right to organize, present to and make known to the State, or any of its political subdivisions or agencies, their grievances and proposals through representatives of their own choosing.

4/ Section 5.3 states:

"Except as hereinafter provided, public employees shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity; provided, however, that this right shall not extend to elected officials, members of boards and commissions, managerial executives, or confidential employees, except in a school district the term managerial executive shall mean the superintendent of schools or his equivalent, nor, except where established practice, prior agreement or special circumstances, dictate the contrary, shall any supervisor having the power to hire, discharge, discipline, or to effectively recommend the same, have the right to be represented in collective negotiations by an employee organization that admits non-supervisory personnel to membership, and the fact that any organization has such supervisory employees as members shall not deny the right of that organization to represent the appropriate unit in collective negotiations; and provided further, that, except where established practice, prior agreement, or special circumstances dictate the contrary, no policeman shall have the right to join an employee organization that admits employees other than policemen to membership. The negotiating unit shall be defined with due regard for the community of interest among the employees concerned, but the commission shall not intervene in matters of recognition and unit definition except in the event of a dispute.

Representatives designated or selected by public employees for the purposes of collective negotiation by the majority

(Continued)

under the Act there is a separate, corresponding right or duty

4/ (Continued) of the employees in a unit appropriate for such purposes or by the majority of the employees voting in an election conducted by the commission as authorized by this Act shall be the exclusive representatives for collective negotiations concerning the terms and conditions of employment of the employees in such unit. Nothing herein shall be construed to prevent any official from meeting with an employee organization for the purpose of hearing the views and requests of its members in such unit so long as (a) the majority representative is informed of the meeting; (b) any changes or modifications in terms and conditions of employment are made only through negotiations with the majority representative; and (c) a minority organization shall not present or process grievances. Nothing herein shall be construed to deny to any individual employee his rights under Civil Service laws or regulations. When no majority representative has been selected as the bargaining agent for the unit of which an individual employee is a part, he may present his own grievance either personally or through an appropriate representative or an organization of which he is a member and have such grievance adjusted.

A majority representative of public employees in an appropriate unit shall be entitled to act for and to negotiate agreements covering all employees in the unit and shall be responsible for representing the interest of all such employees without discrimination and without regard to employee organization membership. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established. In addition, the majority representative and designated representatives of the public employer shall meet at reasonable times and negotiate in good faith with respect to grievances and terms and conditions of employment.

When an agreement is reached on the terms and conditions of employment, it shall be embodied in writing and signed by the authorized representatives of the public employer and the majority representative.

Public employers shall negotiate written policies setting forth grievance procedures by means of which their employees or representatives of employees may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them, provided that such grievance procedures shall be included in any agreement entered into between the public employer and the representative organization. Such grievance procedures may provide for binding arbitration as a means for resolving disputes. Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, grievance procedures established by agreement between the public employer and the representative organization shall be utilized for any dispute covered by the terms of such agreement."

which inheres to the exclusive collective bargaining representative requiring such representative and the public employer to meet and negotiate grievances and other terms and conditions of employment.

The Association further contends that grievance processing has long been recognized as an essential part of the negotiations process and that to deny participation by the exclusive negotiating representative in such proceedings is a breach of the duty to negotiate collectively regarding terms and conditions of employment with the majority representative.

The Association finally asserts that nothing contained in the Agreement between the parties for the period July 1, 1974 through June 30, 1976 indicates any waiver of the employees' constitutional and statutory rights to representation in grievance matters and that any agreement purporting to waive the claimed constitutional right would be void as contrary to the New Jersey Constitution.

The Board claims that there has been no violation of the Act here, but rather a total compliance with the terms of the existing collective negotiations agreement between the parties. The Board argues that the terms of that agreement do not call for the presence of a majority representative at the Board-level hearing during the grievance procedure.^{5/} The Board concludes

^{5/} The Grievance Procedure, Article III of the Agreement between the Board and the Association covering the period from July 1, 1974 to June 30, 1976 (Joint Exhibit 1) is set forth in Appendix A.

that the limited reference to "representation" in the grievance article and the absence of language therein providing for a right to representation during the grievance process demonstrates the parties' intent to keep the proceedings between the grievant and Board. The Board maintains that its conduct did not constitute a violation of N.J.S.A. 34:13A-5.4(a)(5), as it claims not to have refused to process grievances. The Board states that it was and remains ready to process grievances pursuant to the parties' negotiated grievance procedure.

Should any statutory right to representation be found to exist, the Board argues that by having agreed to a grievance procedure which does not provide for Association representation during the grievance process such right must be deemed to have been waived.

The Board contends that public employees do not possess a statutory right under N.J.S.A. 34:13A-1 et seq. to the presence of a majority representative at every step of the grievance procedure.

The Board states that the Legislature did not attempt to prescribe the format of the statutorily required grievance procedure where an exclusive negotiating representative had been chosen. Rather, the Legislature entrusted the development of a grievance procedure sufficiently protective of the rights and interests of the parties involved to the negotiations process. In this regard, the Board argues that the Agreement between the parties is consistent with the intent of the Act. Specifically,

the Board contends that while N.J.S.A. 34:13A-5.3 provides that public employers must negotiate written grievance procedures, the inclusion of the phrase "by means of which employees or representatives of employees may appeal the interpretation application or violation of policies, agreements or administrative decisions affecting them", indicates an intention to insure that either individual employees or the employees' representative has the capacity to prosecute grievances and does not require that both employees and representatives be permitted to prosecute grievances.

The Board further contends that the alleged violation of N.J.S.A. 34:13A-5.4(a)(1) deriving from the denial of representation during the grievance process may not be based on the right to engage in concerted activity for mutual aid and protection as that right does not exist under N.J.S.A. 34:13A-1 et seq.

The Board contends that there is no State Constitutional right to the presence of the majority representative at every step of the grievance procedure. It is claimed that the Constitution merely sets forth in general terms the rights to organize and make known grievances and that the framers of the Constitution left to the Legislature the task of specifying the rights encompassed by Article I, Paragraph 19 of the Constitution. Thus, the Board argues that unless the right alleged by the Association can be derived from N.J.S.A. 34:13A-1 et seq., it may not be independently derived from the Constitution. The Board further asserts that the Public Employment Relations Commission lacks jurisdiction

to entertain and/or grant relief for alleged violations of the Constitution.

In reply to the Board's arguments, the Association argues that the absence of contractual language in affirmance of a statutory right does not constitute a waiver of that right.

The Association contests the Board's assertion that the right to representation could not be independently derived from Article I, Paragraph 19 of the State Constitution. The Association argues that the Constitutional provision was a grant of rights which was put there to protect against possible legislative incursion upon those rights. The Association contends that the Constitution guarantees public employees the right to representation in the grievance process, that N.J.S.A. 34:13A-5.3 must be given an interpretation consistent with the meaning of the Constitutional provision, and that therefore the language in N.J.S.A. 34:13A-5.3 requiring the public employer to meet and negotiate concerning grievances must be read as giving employees the right to representation during the prosecution of grievances.

We have carefully reviewed the positions advanced by the parties and their supporting arguments. It is our conclusion that the Board has violated the cited sub-sections of the Act by refusing to permit the Association to represent two members of the negotiating unit during a grievance hearing before the Board.

The New Jersey Constitution states that it is the right of persons in public employment to present proposals to

their employers and to make known their grievances "through representatives of their own choosing."^{6/} This Act has implemented these concepts through the use of majority representatives selected by the employees in an appropriate unit. Our Supreme Court, in Lullo v. International Association of Fire Fighters, 55 N.J. 409 (1970), concluded that the purpose of the Act was to secure employees collectively in the various divisions and agencies of government the right to organize and to select representatives to present their proposals and grievances.

There thus exists a statutory entitlement based in the State Constitution for public employees to organize and be represented by a majority representative who shall act for and negotiate agreements on behalf of all employees in the unit. Attendant with this right is the statutory obligation on the part of the majority representative to "...be responsible for representing the interest of all such employees without discrimination and without regard to employee organization membership." N.J.S.A. 34:13A-5.3. The public employer and the majority representative are required to "...meet at reasonable times and negotiate in good faith with respect to grievances and terms and conditions of employment." N.J.S.A. 34:13A-5.3. The same section of the Act also requires that these negotiations include "...written policies setting forth grievance procedures by means of which their employees or representatives of employees may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them..."

^{6/} N. J. Const. (1947), Article I, Paragraph 19.

Additionally, the Act makes it an unfair practice for employers, their representatives or agents to refuse "...to negotiate in good faith..., [or to refuse] to process grievances presented by the majority representatives.: N.J.S.A. 34:13A-5.4(a)(5).

These various sections of the Act reflect an awareness of the fact that collective negotiations is a continuous process which does not end with the negotiation of the agreement and its reduction to writing. The courts and administrative agencies in both the public and private sectors have determined that the adjustment of grievances is an integral part of that process. Professors Archibald Cox and John Dunlop many years ago discussed these concepts with regard to the National Labor Relations Act, stating:

The continuing nature of the collective bargaining relationship has been fully recognized in the interpretation of Section 8(a)(5) [Corresponds to § 5.4(a)(5)] . Both the NLRB and the courts have consistently held that it is a violation of that section (and presumably Section 8(b)(3)) [Corresponds to § 5.4(b)(3)] to refuse to discuss grievances, and questions of contract interpretation. To exclude the bargaining representative from the processing of grievances, or to admit a minority union, is also an unfair labor practice. (Emphasis added. Citations omitted.)^{7/}

In this case the Board has argued that even if there is a statutory right on the part of the grievants to have representation by the Association, that right has been waived by the agreement between the Board and the Association. Assuming arguendo that their statutory right could be waived by collective negotiations, we believe that such a waiver will not be readily inferred and that

^{7/} Archibald Cox and John T. Dunlop, "The Duty to Bargain Collectively, During the Term of an Existing Agreement", 163 Harv. L. Rev. 1097 (1950).

there must be a knowing, clear and unmistakable showing that such waiver has occurred. In our judgment, this conclusion flows from the fact, as expressed earlier, that public employees are guaranteed the right to present grievances through representatives of their own choosing and that the majority representative, by statute, is entitled to and must represent the interests of all employees in the unit. These interests obviously cannot be adequately represented if the majority representative cannot be present during the processing of grievances.

In the instant matter, there is no indication in the agreement between the parties of an express waiver of representation rights during the grievance process, and especially at the step of the procedure herein, the Board review of the grievance. The agreement itself states that the grievant must submit his or her request for a Board review of the grievance through the majority representative. With respect to the actual appearance before the Board, it neither asserts that grievants may be represented during the grievance process nor does it say that they may not be represented in that forum.

Our examination of the entire situation herein fails to satisfy us that the instant circumstances amount to a clear and unequivocal waiver of representation rights during the grievance process. In the absence of such a waiver we believe that the majority representative had a right to be present.

Having found no waiver of statutory rights herein, we do not pass upon the broader question of whether, or to what extent, such representation rights may be waived, if at all. We

also find it unnecessary to pass upon the contention advanced by the Association that any agreement purporting to deny an individual the right to representation in the presentation of grievances would be contrary to the New Jersey Constitution and therefore of no force or effect.

Based upon the above, we find that the conduct of the Board in refusing to permit the Association to represent grievants at the Board-level grievance hearing constituted a refusal to negotiate and process grievances and is thus violative of N.J.S.A. 34:13A-5.4(a)(5). Further, we find that by insisting that only the grievant could be present at the Board-level grievance hearing and by refusing to permit the Association to represent the grievant at the hearing, the Board has interfered with, restrained and coerced its employees in the exercise of the rights guaranteed to them by the Act, in violation of N.J.S.A. 34:13A-5.4(a)(1).

ORDER

A. The Respondent, Dover Board of Education, shall:

1. Cease and desist from:

(a) Interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed to them by the Act by refusing to process grievances presented by the Dover Township Education Association on behalf of employees represented by the said Association.

2. Take the following affirmative action which is necessary to effectuate the policies of the Act:

(a) Permit the Association to fully process

the grievances of Clyde Utz and Fred DiRenzo, employees of the Dover Board of Education and members of the unit represented by the Association, specifically by permitting the Association to represent Messrs. Utz and DiRenzo at the Board-level grievance hearing, defined in Article III, Section 7 of the Agreement between the parties, covering the period from July 1, 1974 through June 30, 1976.

(b) Post at its central office building in Dover, New Jersey, copies of the attached notice marked "Appendix B." Copies of said notice, on forms provided by the Commission shall, after being signed by Respondent's representative, be posted by the Respondent immediately upon receipt thereof, and maintained by it for a period of at least sixty (60) consecutive days thereafter in conspicuous places where notices to its employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that such notices are not altered, defaced or covered by any other material.

(c) Notify the Chairman, in writing, within 20 days from the date of receipt of this Order what

steps have been taken to comply herewith.

BY ORDER OF THE COMMISSION



Jeffrey B. Tener
Chairman

Chairman Tener, Commissioners Forst, Hartnett and Parcels voted for this decision.
Commissioners Hipp and Hurwitz abstained.

DATED: Trenton, New Jersey
February 17, 1977
ISSUED: February 18, 1977

APPENDIX "A"

ARTICLE III

GRIEVANCE PROCEDURE

DEFINITION

A Grievance shall mean a complaint by an employee of the Dover Board of Education that there has been to him a personal loss or injury as a result of the misinterpretation, inequitable application, or violation by the Board or its Administrators, of a policy, agreement, or administrative decision affecting him, except that the term Grievance shall not apply to: (a) any matter which according to law is either beyond the scope of Board authority or which according to law is limited to unilateral action by the Board alone (b) a complaint of non-tenure teacher which arises by reason of his not being re-employed (c) or a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in/or lack of retention in any position for which tenure is either not possible or not required (d) any rule or regulation of the Commissioner of Education or the State Board of Education. A grievance to be considered under this procedure must be initiated by the employee within 30 calendar days of its occurrence.

The Association shall have the right to grieve as the result of the misinterpretation, inequitable application, or violation of the terms of this agreement.

PROCEDURE

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance by the employee of the decision rendered at that step.

(b) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

(c) When the resolution of a grievance affects more than the employee who filed the grievance, then such resolution shall apply to all affected employees.
2. Any employee who has a grievance shall discuss it first with his principal in an attempt to resolve the matter informally at that level.

3. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within 5 school days, he shall set forth his grievance in writing, within 10 school days of the date of discussion, to the principal specifying:
 - (a) The nature of the grievance
 - (b) The nature and extent of the injury or loss
 - (c) The results of previous discussions
 - (d) His dissatisfaction with decisions previously rendered
 - (e) Relief sought

The principal, too, must communicate his decision to the employee in writing within 3 school days of receipt of the written grievance.

4. The employee, not later than 5 school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed 10 school days. The Superintendent shall communicate his decision in writing to the employee and the principal.
5. If the grievance is not resolved to the employee's satisfaction, he, no later than 5 school days after receipt of the Superintendent's decision may request a review by the Association. All information regarding the determinations at the previous levels shall be submitted to the Association. The Association shall make a decision and notify the Superintendent of Schools within a period of 10 school days.
6. If the Association determines that the employee's position has merit, it shall recommend, in writing, within the time specified in procedure No. 5, that the grievance be heard by the Board of Education.
7. All requests to the Board of Education shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board or a committee thereof, shall review the grievance and shall, at the written request of the grievant, hold a hearing with the employee and render a decision, in writing, within 30 calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.
8. If the employee is dissatisfied with the decision of the Board of Education, the Association may request the appointment of an

arbitrator, such request to be made known to the Superintendent no later than two weeks after the decision, in writing, of the Board of Education was make known.

The following procedure will be used to secure the service of an arbitrator:

(a) A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

(b) If the parties are unable to determine, a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

(c) If the parties are unable to determine, within 10 school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory. Only the Board of Education and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within 30 days of the completion of the arbitrator's hearings.

9. Costs

- (a) Each party will bear the total cost incurred by itself.
- (b) The fees and expenses of the arbitrator are the only costs which will be shared. Such costs will be shared equally between the Board of Education and the Association.
- (c) If time is lost by an employee due to arbitration proceedings necessitating the retention of a substitute; the Board of Education will pay only the cost of the substitute. The time lost by the employee must either be without pay or charged to personal time.

NOTICE TO ALL EMPLOYEES

PURSUANT TO

AN ORDER OF THE

PUBLIC EMPLOYMENT RELATIONS COMMISSION

and in order to effectuate the policies of the

NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT,

AS AMENDED

We hereby notify our employees that:

WE WILL NOT interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed to them by the Act by refusing to process grievances presented by the Dover Education Association on behalf of employees represented by the said Association.

WE WILL permit the Association to represent Clyde Utz and Fred DiRenzo at the Board-level grievance hearing defined in Article III, Section 7 of the agreement between the parties, covering the period from July 1, 1974 through June 30, 1976.

DOVER 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 Jeffrey B. Tener, Chairman, Public Employment Relations Commission, P.O. Box 2209, Trenton, New Jersey 08625 Telephone (609) 292-6780