

H.E. No. 2011-11

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

In the Matter of

IRVINGTON BOARD OF EDUCATION,

Respondent,

-and-

Docket No. CO-2009-084

IRVINGTON EDUCATION ASSOCIATION,

Charging Party.

SYNOPSIS

A Hearing Examiner recommends that the Irvington Board of Education violated N.J.S.A. 34:13A-5.4a(1) and (5) when it failed to negotiate with the Irvington Education Association before suspending direct deposit for teachers and paraprofessionals for the last pay day of the June 2008 school year. The timing and method of pay were changed and the Hearing Examiner found that these are mandatorily negotiable subjects that may not be changed unilaterally. She found that the Board's proffered managerial prerogative and business justification were not supported by the evidence, and that the Association had not waived its right to object to the change.

A Hearing Examiner's Report and Recommended Decision is not a final administrative determination of the Public Employment Relations Commission. The case is transferred to the Commission, which reviews the Report and Recommended Decision, any exceptions thereto filed by the parties, and the record, and issues a decision that may adopt, reject or modify the Hearing Examiner's findings of fact and/or conclusions of law. If no exceptions are filed, the recommended decision shall become a final decision unless the Chair or such other Commission designee notifies the parties within 45 days after receipt of the recommended decision that the Commission will consider the matter further.

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Appearances:

For the Respondent,
Hunt, Hamlin and Ridley, attorneys
(Navarro Gray, of counsel)

For the Charging Party,
Oxford Cohen, attorneys
(Gail Oxford Kanef, of counsel)

HEARING EXAMINER'S REPORT
AND RECOMMENDED DECISION

On September 12, 2008, the Irvington Education Association (Association) filed an unfair practice charge (C-1)^{1/} with the New Jersey Public Employment Relations Commission (Commission) against the Irvington Board of Education (Board). The Association alleges that the Board violated the New Jersey Employer-Employee Relations Act (Act), N.J.S.A. 34:13A-1 et seq.,

^{1/} "C" refers to the Commission exhibits received into evidence at the hearing held in this matter on January 25 and March 24, 2011; "CP" refers to the Charging Party's exhibits received into evidence at the hearing. "1T" and "2T" refer to transcripts of the respective days of hearing.

specifically section 5.4a(1), (3) and (5)^{2/} by unilaterally suspending the direct deposit of teachers' and paraprofessionals' paychecks for the June 20 and 23, 2008 pay days.

On May 7, 2009, the Director of Unfair Practices issued a Complaint and Notice of Hearing on the 5.4a(1) and (5) allegations only. The Director found that no alleged facts supported the 5.4a(3) allegation (C-1).

On May 20, 2009, the Board filed an Answer (C-2). The Board admits the Association's factual allegations but denies that it engaged in any unfair practice. The Board also raises some separate defenses. Particularly, the Board claims that the Association fails to specify any provision of the parties' collective negotiations agreement that addresses the method of payment for teachers or paraprofessionals and notes that the agreement does not obligate it to pay employees in any specific manner.

^{2/} These provisions 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."

On July 6, 2009, the Association filed a Motion for Summary Judgment, along with supporting documents, with the Commission. The Association claims that since there are no disputed facts, the Commission should grant its motion and find that the Board violated the Act. On July 21, 2009, the Board filed a response, opposing the Motion.

On January 14, 2010, the Commission referred the Motion to me. N.J.A.C. 19:14-4.8. The Association subsequently withdrew the motion in lieu of a hearing in this matter.

On January 25 and March 24, 2011, I conducted hearings at which the parties examined witnesses, presented evidence and argued orally. The Association filed a post-hearing brief by May 6, 2011, and the Board filed a reply brief on May 20, 2011.

Upon the record, I make the following:

Findings of Fact

1. The Association represents four bargaining units of Board employees, including a teachers unit and a separate paraprofessionals unit (1T16, 1T35; CP-1). The collective negotiations agreement between the Association (teachers unit) and the Board is effective from July 1, 2007 through June 30, 2009 (1T18, 1T23; CP-1). The teachers and paraprofessionals units are contracted to work a 10-month school year, from September 1 to June 30 (1T17, 1T40-1T41, 1T67, 1T73-1T74, 1T86).

Article 3 of CP-1, "Board's Rights Clause," provides that the Board reserves the right:

a). To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees . . . (2T17-2T18; CP-1)

There is no provision in CP-1, or in the paraprofessionals agreement, about the method of payment for unit employees, specifically direct deposit (1T35, 2T31).

2. The Board pays employees on the 15th and 30th of every month, except in June. The District pays them for the entire month on the last day of school, on or about June 20, 21 or June 22 because many teachers go away immediately after the school year ends (1T71-1T73, 1T84-1T85, 2T21-2T22). This accommodation is not included in the parties' agreement or any other writing (1T72, 2T12). The Board has 3 pay days in June - the 15th, the 30th and the last day of school (1T72-1T73).

3. Dr. Madeline Edwards was employed by the District as a certified staff member from February 1, 1978 through her retirement on July 1, 2010, and was an Association member throughout this time. She held several positions in the Association since 1980, including secretary and grievance chair; she became Association president in 1995, and served in that capacity until her retirement (1T12-1T15).

Before 2000, the Board paid its employees exclusively by paper checks (1T18). In 2000, the Board approached Edwards to inform her of it's interest in instituting the direct deposit of employee paychecks. After reviewing the idea and getting the approval of the majority of the members, the Association agreed to participate in the direct deposit program (1T18-1T20, 1T44-1T45).

Thereafter, the Board gave employees the option of direct deposit for their paychecks and the vast majority of employees opted for direct deposit (1T20-1T21, 2T36). With the exception of one internet glitch, the direct deposit system operated continuously from 2000 to June 2008, including on the last day of the school year for teachers and paraprofessionals (1T20-1T21, 1T86).

4. The last day of school is a four-hour session for staff and students. Typically, a few parents come in at the end of that day to discuss their child's report card with a teacher; in those cases the teacher meets with the parent(s) (1T38-1T39). After the last day of school, paraprofessionals, as well as teachers who are not teaching summer school, are not required to return to schools until they reopen in September (1T42, 1T87). Teachers are not required to meet with parents who want to speak to them during the summer (1T42-1T44).

Before they leave at the end of the school year, teachers are required to complete certain duties and responsibilities, set forth on an 11-item checklist created by the Board. Teachers are required to submit to their principals their roll, attendance and lesson plan books; their keys; a summer address form; visual equipment; student midterm and final examinations, student grades for all four school quarters; any monetary supply or book fines; textbook and calculator inventories and undistributed report cards. They are also required to clean their classrooms before they leave. Once a principal verifies that the checklist items have been fulfilled, he or she signs off on the checklist (2T38-2T41, 2T51, 2T55, 2T83). There is no end-of-year checklist of duties that paraprofessionals are required to complete (2T51-2T52).

5. At sometime prior to June 2008, the Board received complaints from principals that some teachers with direct deposit were shirking their year end responsibilities and were not reporting to school on the last day of school (2T8, 2T11, 2T38-2T39, 2T43-2T45). The Board also received complaints that teachers were not available to speak to parents on the last day of school about their child's report card. These complaints were made at principals' meetings and through e-mails (1T74-1T75, 1T77, 1T81-1T83, 1T89, 2T8, 2T10-2T11, 2T28, 2T38, 2T42-2T46). Specifically, while serving as principal at Mount Vernon

Elementary School from 2002-2010, current High School Principal Burnett A. Davis, III raised the problem of teachers not reporting to work on the last day to Superintendent Hasty and Assistant Superintendent Lamptey at their monthly meetings, as well as at principals meetings (2T34-2T35, 2T42-2T46). He explained that the teachers' absence forced him to have to track them down and collect any checklist items they had failed to turn in. Burnett noted he would be held accountable for the teachers' non-compliance and that this put him "in harm's way" with the superintendent and parents (2T43-2T44).

The complaints did not pertain to the majority of teachers (2T43). Specifically, Davis explained that while he was principal at Mount Vernon Elementary School, only 5-7 teachers out of the approximately 60 he supervised, did not report to work on the last day and did not fulfill their end-of-school year checklist duties. He believed they acted this way because they knew they would be paid through direct deposit anyway (2T28-2T29, 2T34, 2T38, 2T43, 2T50, 2T52, 2T55).

6. The principals wanted the direct deposit suspended on the last day of school to ensure that teachers would report on that day to complete their year-end duties, and to be available in case a parent came in to discuss his or her child's report card (1T81-1T83, 1T89, 2T8, 2T10-2T11). Accordingly, in June 2008, the Board decided to suspend the direct deposit system

for teachers and paraprofessionals, for the last pay check of the year, and to issue only paper checks (1T74-1T75, 1T77, 1T85-1T86, 2T8, 2T10-2T11, 2T44-2T45; CP-2). The direct deposit system would remain in place for all other employees (CP-2).

Specifically, Lamptey, by a June 10, 2008 memo addressed to building principals, directors, supervisors, the payroll department and personnel department, advised that the Board intended to pay all teaching unit members and paraprofessionals who were to be paid June 20 and June 23, 2008, respectively, by paper check only; no direct deposits would be made (1T24, 1T27, 2T13, 2T26, 2T37; CP-2). Under CP-2, a principal would first have to sign off on a teacher's completed checklist, before that teacher could receive the last pay check of the school year (2T45). Although the checklist did not apply to paraprofessionals, the Board nevertheless suspended their direct deposit and issued them only paper checks for the last pay day of the 2008 school year (2T51-2T52).

The Association was not copied on CP-2; nor did the Board first discuss the direct deposit change with the Association (2T25-2T26). Davis discussed CP-2 with teachers at his school, explaining they would receive a paper check for the last pay period of the school year (2T37).

7. When she learned of CP-2, about a week before the end of the school year, Association President Edwards immediately

complained to Lamptey, stating that it was illegal for him to unilaterally suspend direct deposit for the teachers' and paraprofessionals' last paycheck (1T24-1T25, 2T26, 2T56-2T58). Lamptey explained to her that he made the change, because he had received a complaint from a principal about certain teachers not completing year-end duties, such as cleaning their classrooms, before leaving for the summer break (1T25, 1T55). After the June 2008 direct deposit suspension, the Association filed a grievance and then the instant charge (2T27; C-1).^{3/}

8. Some Association members were negatively affected by the June 2008 direct deposit suspension. Specifically, access to their pay was delayed; rather than receive the usual direct deposit into their bank account at 6 a.m. on pay day, some employees did not receive a pay check until later that day or for five more days and could not get to their banks before closing (1T25-1T27, 1T54). This was especially problematic for Association members who have bills electronically paid from their bank account; their funds were not available since the direct

^{3/} Lamptey testified that after Edwards' complaint about CP-2, he and Edwards agreed to suspend direct deposit on the last pay day of the year in the future, if the Board first gave the Association "proper notice." The Association denies ever having reached such an agreement on the issue (2T20, 2T29-2T30, 2T57). I do not credit Lamptey's testimony about this alleged agreement since it was never memorialized and Lamptey could not recall the circumstances of the discussion.

deposit had not been made. Edwards acknowledged that she did not receive any complaints of bank penalties or fees being imposed on employees because of the direct deposit suspension (1T26-1T27). Further, some employees, including Edwards, did not receive any pay check on the last day of school, not even a paper one, because some principals withheld their checks (1T53-1T54).

The Board acknowledges that the June 2008 direct deposit suspension resulted in some teachers not receiving a pay check on the last day of school (2T21). Specifically, the Board held back the last paychecks of teachers who had not fulfilled their year-end checklist requirements, until a principal's clearance letter was submitted. Ultimately, all teachers received their final pay check within 5 days of the last day of school (2T21).

9. According to Davis, the teacher attendance rate on the last day of school improved after CP-2 was issued (2T45-2T46).

The Association acknowledges that it is important for the Board to be apprised of certain end-of-year information from teachers, such as the number of text books available and how many must be ordered for the following school year. It further admits that it is important for the Board to have all classroom keys at the end of the school year, and that classrooms are left clean. Further, the Association acknowledges that it is important for teachers to be available to talk to students or parents toward the end of the school year (1T58-1T59).

10. After the June 2008 suspension, the Board resumed direct deposit for the teachers and paraprofessionals until June 2009; then it informed them and the Association, that it intended to again suspend direct deposit for their last pay day of the school year (1T27-1T28, 1T55; CP-3). Edwards immediately objected to Lamptey again about the intended change, but the Board, nevertheless, proceeded with the June 2009 direct deposit suspension (1T32, 1T55).

11. From 2000-2010, neither the Board nor the Association attempted to negotiate a change in the direct deposit system for either the paraprofessionals or teachers unit (1T21-1T22, 1T25, 1T32, 1T34, 1T36, 1T45-1T49, 1T53-1T54, 2T8-2T10, 2T20). Specifically, neither party raised the issue in their negotiations for the successor to CP-1, including during fact-finding (1T33-1T34, 1T51-1T53). The Association explained that the direct deposit suspension issue could not be raised during fact-finding, since the fact finder allowed only economic issues to be raised (1T62-1T64, 2T27-2T28). Further, the Association wanted the matter resolved through the instant unfair practice charge (1T48, 1T53).

ANALYSIS

The Association claims that in June 2008, the Board violated the Act by unilaterally suspending the longstanding practice of paying teachers and paraprofessionals by direct deposit on the

last paycheck of the school year and paying them with a paper check.

The Board admits the unilateral suspension, however, it asserts that it acted within its managerial prerogative in so doing in order to carry out its administrative and business objectives - the teachers' completion of end-of-year tasks.

N.J.S.A. 34:13A-5.3 entitles a majority representative to negotiate on behalf of unit employees over their terms and conditions of employment. Section 5.3 also defines an employer's duty to negotiate before changing employment conditions:

"Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established." Galloway Tp. Bd. of Ed. v. Galloway Tp. Ed. Ass'n., 78 N.J. 25, 48 (1978); Hunterdon Cty. Freeholder Bd. and CWA, 116 N.J. 322 (1989); Middletown Tp., P.E.R.C. No. 98-77, 24 NJPER 28 (¶29016 1998), aff'd 334 N.J. Super. 512 (App. Div. 1999), aff'd 166 N.J. 112 (2000) (Middletown).

In Middletown, the Commission identified three types of cases involving allegations that an employment condition has been changed: (1) cases where the majority representative claims an express or implied contractual right to prevent a change; (2) cases where an existing working condition is changed and neither party claims an express or implied right to prevent or impose

that change; and (3) cases where the employer alleges that the representative has waived any right to negotiate, by expressly or impliedly giving the employer a right to impose a change.

This case illustrates the second type: the Association alleges that an existing working condition was changed and does not assert a contractual right (implied or express) to prevent that change while the employer does not claim an express or implied contractual right to impose that change without negotiations. Such a change would trigger the duty to negotiate under section 5.3.

Regarding the second type, the Commission wrote:

. . . To prove a violation, absent an applicable defense, the representative need show only that the employer changed an existing employment condition without first negotiating.
[Middletown at 24 NJPER 30]

Direct deposit of pay checks was introduced in the 1999-2000 school year, after the Association agreed to the new employment condition. Direct deposit was used on all pay days, including the pay day on the last day of school, for 7 years. A majority of employees opted for it. Direct deposit is not only a different pay method but also involves having access and the use of the funds at a different time than when one receives a traditional paper paycheck. A traditional check may be dated on a certain day but it is not available for use until it is cashed

or deposited and accepted by a bank or other financial entity. Directly deposited funds are available for use as early as 6:00 a.m. on the date deposited. In June 2008, when the Board changed the last pay day method to paper checks, it changed both the pay method and the timing of paying teachers and paraprofessional employees.

The Board argues the change in this eight-year practice did not violate the Act, since it involved a non-negotiable managerial prerogative. The Board claims that teachers with direct deposit were shirking their year-end duties because, it reasoned, they knew they would be paid regardless of their performance or attendance. The Board decided to suspend direct deposit for the last day of school, to induce teachers to report to work and complete these duties before they could receive their last pay checks.

Under In re IFPTE Local 195 v State, 88 N.J. 393 (1982), a subject is mandatorily negotiable if:

. . . (1) the item intimately and directly affects the work and welfare of public employees; (2) the subject has not been fully or partially pre-empted by statute or regulations; and (3) a negotiated agreement would not significantly interfere with the determination of governmental policy. To decide whether a negotiated agreement would significantly interfere with the determination of governmental policy, it is necessary to balance the interest of the public employees and the public employer. When the dominant concern is the government's managerial prerogative to determine policy,

the subject may not be included in collective negotiations even though it may intimately affect employees' working conditions. [Id. at 404-405]

Methods of pay and the timing of paychecks are mandatorily negotiable terms and conditions of employment. City of Burlington, P.E.R.C. No 89-132, 15 NJPER 415 (¶20170 1989) aff'd NJPER Supp. 2d. 244 (¶203 App. Div. 1990); Tp. of Fairfield, P.E.R.C. No. 97-60, 23 NJPER 13 (¶28013 1996); Borough of Fairview, P.E.R.C. No. 97-152, 23 NJPER 398 (¶28183 1997); Neptune Tp. Bd. of Ed., P.E.R.C. No. 90-55, 16 NJPER 30 (¶21015 1989); Lawrence Tp. Bd. of Ed., P.E.R.C. No. 81-69, 7 NJPER 13 (¶12005 1980); College of Medicine and Dentistry of New Jersey, P.E.R.C. No. 77-35, 3 NJPER 10 (1977), affirming P.E.R.C. No. 76-14. For example, in Neptune, the Commission held that the Board was obligated to negotiate with the Association before implementing a change to the payroll system that resulted in a postponement of funds to credit union and annuity accounts. The Commission found that such a change intimately and directly affects employees, because it deprives them of interest during the delay.

Similarly, I find that the June 2008 suspension of direct deposit for teachers and paraprofessionals intimately and directly affected those employees, as it delayed access to money they had earned. Some employees were not able to get to the bank to cash their paper checks on the last day of school. Further,

as the Association pointed out, some employees who have bills directly paid from their bank accounts suffered, since the direct deposit was not made on the last pay day, as it usually was. Moreover, the Board acknowledged that the direct deposit suspension resulted in some employees not receiving their pay checks until 5 days later. Thus, based on the above, I find the June 2008 direct deposit suspension intimately and directly affected the teachers and paraprofessionals it applied to.

The Board's assertion that it had the managerial prerogative to suspend direct deposit in June 2008 is unsupported. The evidence does not demonstrate that the teachers' alleged failure to report to work and complete their tasks occurred except in a relatively few instances. There is scant evidence that rooms were not cleaned, keys, grade books and other items were not returned, and only anecdotal evidence that parents were unable to meet with specific teachers on the last day in the years prior to 2008. The Board merely provided self-serving testimony that it received complaints at meetings and by e-mails that some teachers were shirking year-end duties and responsibilities. It provided no evidence of such e-mails or complaints and admitted that the vast majority of teachers were not at fault. Further, while claiming that in 2007 there were 5-7 teachers (of 60) in Mount Vernon Elementary School and a handful (of 180) at the High School who had not fulfilled their duties, the Board failed to

proffer specific other documentary evidence in support of this claim, and the record contains no specific data for any other schools. The Board's testimony that it had received complaints from parents that teachers were not available on the last day of school is also unsupported. The Board failed to provide any specific evidence of this claim, such as the names of any parents or teachers involved, or the dates or numbers of the alleged occurrences.

Even if the evidence were more serious and more specific, under Middletown, absent an emergency, the Board's unilateral action would not be justified. A public employer may not change a mandatorily negotiable term or condition of employment like pay dates and methods, without first negotiating with the majority representative. N.J.S.A. 34:13A-5.3.

While Board witness Davis testified that attendance improved after the June 2008 direct deposit suspension, no evidence, such as attendance records, supported this assertion.

Finally, the Board presented no justification for suspending the paraprofessionals' direct deposit in June 2008. Indeed, the Board admitted that there is no end-of-year checklist of duties and responsibilities for paraprofessionals.

Accordingly, I find that the Board failed to prove that it had the non-negotiable managerial prerogative to make the unilateral change in the direct deposit for teachers and

paraprofessionals for the last pay day in June 2008. This direct deposit system was an existing employment condition and a mandatorily negotiable term and condition of employment - the method and timing of pay for unit employees. Middletown; Neptune; City of Burlington; Cf. Old Bridge Tp., P.E.R.C. No. 89-023, 14 NJPER 576 (¶19243 1988).

Finally, I do not find that the Association waived its right to negotiate over the unilateral change, as the Board argues. The Board's reliance on Article III, "Board's Rights Clause" of its agreement, CP-1, and the fact that the Association never sought to negotiate over the change is erroneous.

A waiver can come in a number of different forms, but it must be clear and unequivocal. A contractual waiver must be ". . . clearly and unmistakably established, and the contractual language alleged to constitute a waiver will not be read expansively. Red Bank Ed. Ass'n v. Red Bank Reg. H.S. Bd. of Ed., 78 N.J. 122, 140 (1978); City of Burlington; South River Board of Ed., P.E.R.C. No. 86-132, 12 NJPER 447 (¶17167 1986); Elmwood Park Board of Education, P.E.R.C. No. 85-115, 11 NJPER 366 (¶16129 1985). Waiver will be found where the contract explicitly allows the employer to make the change, where an employee organization has been apprised of proposed changes in advance and declines the opportunity to negotiate, or where an employee organization has routinely permitted an employer to make

or acquiesced to an employer's similar changes in the past. See South River Bd. of Ed.

Here, there is no clear and unequivocal waiver by the Association. The management rights clause does not amount to a contractual waiver, as it simply broadly states that the Board reserves the right to the management and control of its school system, properties and facilities and the activities of its employees. There is no specific reference to the pay procedure, or the direct deposit system for teachers and paraprofessionals. City of Burlington.

Moreover, the Association's failure to raise the direct deposit issue during negotiations, including during negotiations for a successor to CP-1, does not amount to a waiver. What matters is that the Association was never given the opportunity to negotiate over the June 2008 direct deposit change before it was made. Once the negotiations for a successor agreement were advanced to fact finding, the fact finder limited those issues that could be submitted to economic proposals.

Accordingly, based upon the entire record and the analysis set forth above, I make the following:

Conclusions of Law

The Irvington Board of Education violated N.J.S.A. 34:13A-5.4a(1) and (5) when it failed to negotiate with the Irvington Education Association before suspending direct deposit for

teachers and paraprofessionals for the last pay day of the June 2008 school year.

Recommended Order

I recommend that the Commission ORDER the Irvington Board of Education to:

A. Cease and Desist from:

1. Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by the Act, particularly by unilaterally suspending direct deposit for teachers and paraprofessionals for the last pay day of the June 2008 school year.

2. Refusing to negotiate in good faith with the Irvington Education Association concerning terms and conditions of employment of bargaining unit members, specifically the suspension of the direct deposit pay procedure for the last pay day of the school year in June 2008 for teachers and paraprofessionals.

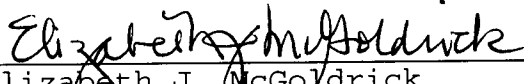
B. Take the following affirmative action:

1. Restore the status quo ante by rescinding the suspension of the direct deposit for the last pay day of the school year for teachers and paraprofessionals.

2. Negotiate in good faith with the Irvington Education Association over any proposed change in the direct deposit procedure for employees represented by the Association.

3. 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 it for at least sixty (6) consecutive days. Reasonable steps shall be taken to ensure that such notices are not altered, defaced or covered by other materials.

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


Elizabeth J. McGoldrick
Hearing Examiner

DATED: May 25, 2011
Trenton, NJ

Pursuant to N.J.A.C. 19:14-7.1, this case is deemed transferred to the Commission. Exceptions to this report and recommended decision may be filed with the Commission in accordance with N.J.A.C. 19:14-7.3. If no exceptions are filed, this recommended decision will become a final decision unless the Chairman or such other Commission designee notifies the parties within 45 days after receipt of the recommended decision that the Commission will consider the matter further. N.J.A.C. 19:14-8.1(b).

Any exceptions are due by June 6, 2011.



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 cease and desist from interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by the Act, particularly by unilaterally suspending direct deposit for teachers and paraprofessionals for the last pay day of the June 2008 school year.

WE WILL cease and desist from refusing to negotiate in good faith with the Irvington Education Association concerning terms and conditions of employment of bargaining unit members, specifically the suspension of the direct deposit pay procedure for the last pay day of the school year in June 2008 for teachers and paraprofessionals.

WE WILL restore the status quo ante by rescinding the suspension of the direct deposit for the last pay day of the school year for teachers and paraprofessionals.

WE WILL negotiate in good faith with the Irvington Education Association over any proposed change in the direct deposit procedure for employees represented by the Association.

Docket No. CO-2009-084

IRVINGTON BOARD OF EDUCATION
(Public Employer)

Date: _____

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, PO Box 429, Trenton, NJ 08625-0429 (609) 984-7372