H.E. NO. 92-8

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

In the Matter of

PASSAIC COUNTY MANCHESTER REGIONAL
HIGH SCHOOL DISTRICT BOARD OF EDUCATION,

Respondent,

-and-

Docket No. CO-H-91-43

MANCHESTER REGIONAL ADMINISTRATORS
ASSOCIATION,

Charging Party.

SYNOPSIS

A Hearing Examiner of the Public Employment Relations Commission recommends the Commission find the Passaic County Manchester Regional High School District Board of Education violated the New Jersey Employer-Employee Relations Act when it changed the Assistant Principal's work year and salary prior to completing negotiations over those issues with the Manchester Regional Administrators Association. The Hearing Examiner found the Board unilaterally reduced the Assistant Principal's work year from twelve to ten months and unilaterally reduced the salary. The Hearing Examiner recommended a make whole remedy and an order to negotiate.

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.

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Charging Party.

Appearances:

For the Respondent, Samuel A. Wiener, Esq.

For the Charging Party, Wayne J. Oppito, Esq.

HEARING EXAMINER'S REPORT AND RECOMMENDED DECISION

An Unfair Practice Charge was filed with the Public Employment Relations Commission (Commission) on August 22, 1990 by Manchester Regional Administrators Association (Association) alleging the Passaic County Manchester Regional High School District Board of Education (Board) violated subsections 5.4(a)(1), (5) and (7) of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 *et seq*. (Act)[1/] The Association alleged the Board

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1/ These subsections prohibit public employers, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the

Footnote Continued on Next Page

repudiated the parties' collective agreement and violated the Act by unilaterally reducing the assistant principal's work year from twelve to ten months, and by failing to pay the assistant principal the negotiated salary.

A Complaint and Notice of Hearing (C-1) issued on January 29, 1991. The Board filed an Answer (C-2) on February 15, 1991 denying it violated the Act or unilaterally changed the work year. Rather, it asserted it legally abolished a 12-month position and lawfully created a ten-month position.[2/]

A hearing was held on April 2, 1991 in Newark, New Jersey.[3/] The parties filed post-hearing briefs, and the Board a reply brief, all of which were received by July 11, 1991.

Based upon the entire record I make the following:

1/ Footnote Continued From Previous Page

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. (7) Violating any of the rules and regulations established by the commission."

2/ As part of its Answer the Board submitted a letter of October 10, 1990 addressed to a Commission staff agent. In that letter, the Board's attorney acknowledged that the position of Assistant Principal had been a twelve-month position but he alleged that employee Jack Stephans, the Assistant Principal, had requested of the Superintendent that he be given a ten-month position. The Board further alleged that the Superintendent had had meetings with the Association which included discussions over the number of days in the ten-month contract, and salary adjustment.

3/ The transcript will be referred to as "T."

Findings of Fact

1. The Board and Association were parties to a collective agreement effective July 1, 1988 - June 30, 1991 (J-1). The Recognition Clause (Article II) provides that the Association is the majority representative for employees in the following titles: Principal, Assistant Principal, Director of Student Personnel Services, and Supervisor/Athletic Director.

Article III, Section B of J-1 provides for 22 vacation days per year between July 1 and June 30. Article IV, Section A(2) provides for 12 sick days per year as well as for bereavement, family illness, personal, emergency, and sabbatical leave.

Article VI, Section B sets forth the salary guide computation for the employees. Employees in the Principal, Assistant Principal, and Director of Student Personnel Services titles received, for 1988-89, a 10% increase from their 1987-88 salary, and were to receive the same dollar amount increase they received in 1988-89, for 1989-90 and again in 1990-91. The Supervisor/Athletic Director was to receive specific dollar amounts with built-in increases for each year of the contract.

2. Jack Stephans was hired by the Board in 1984 and employed in 1984-85 as Supervisor of Instruction for twelve months. He continued to be employed as follows:

1985-86 - Dean of Students/Athletic Director - 12 months
1986-87 - Assistant Principal/Athletic Director - 12 months
1987-88 - Assistant Principal - 12 months - earning $45,806
1988-89 - Assistant Principal - 12 months - earning $50,387
1989-90 - Assistant Principal/Athletic Director - 12 months - earning $54,968

1990-91 - Assistant Principal - 10 months - earning $54,968 (T12-T20, T33-T35, R-1)

Although Stephans' 1989-90 Assistant Principal/Athletic Director title was not specifically listed in the J-1 recognition clause, the salary Stephans received while occupying that title was consistent with the salary guide established for Assistant Principal in Article VI, Section B. Ten percent of Stephans' 1987-88 salary was approximately $4581. He received a $4581 increase for 1988-89 and 1989-90. He did not receive that increase for 1990-91.

John Zeug was employed by the Board as Supervisor of Instruction on or about September 1, 1989 for 1989-90 in a 204 day "ten month" position (T50, T89-T90). His position was included in the Association's unit on January 18, 1990 (T77, T98; J-1). Zeug's individual employment contract specified he receives three vacation days, works the first week of July, and the last week of August (T97). Zeug's initial salary was determined by the Board, but after his title was added to the Association's unit Zeug was to receive an 8.3% increase, presumably for 1990-91, which was the approximate amount of increase the other employees were to receive for that year pursuant to J-1 (T97-T98).

3. During budget preparation in December 1988 Superintendent Char Stanko made cost cutting recommendations to the Board (T43). In the summer of 1989, Thomas Hart, the Supervisor/Athletic Director during 1988-89, announced his retirement effective September 1989. Stanko recommended that the Board combine the Assistant Principal duties with Athletic Director

duties for one year (1989-90) and hire a Supervisor for that year in a ten-month position (T48-T50). Stephans agreed to the Assistant Principal/Athletic Director 12-month position for 1989-90 and was paid pursuant to the Assistant Principal computation in Article VI of J-1 (T49). During that year he performed athletic director duties (T39; J-12).

On or about April 2, 1990 Stanko sent the Association, and the four employees who comprised the Association, including Stephans, a memorandum (J-2) notifying them that the Board intended to abolish the Assistant Principal/Athletic Director position and create a ten-month "Dean of Students" position (T51-T52). The Board sought to negotiate the salary and work year of the proposed position. J-2 provides:

> Pursuant to the anticipated abolishment of the position of Assistant Principal/Athletic Director (12 months) and the creation of the position of Dean of Students (10 months); the Board of Education would like to commence negotiations with the MAA regarding the salary and work year for the position of Dean of Students.
>
> At your earliest convenience, please let me know the date(s), time(s), and place(s) to begin the aforementioned negotiations. Staff appointments for the 1990-91 school year will be made at the April 12, 1990 board meeting. In order for the position of Dean of Students to be included in the single salary motion, negotiations will have to be finalized prior to that date. Otherwise, the salary of Dean of Students will be a separate motion.
>
> Your prompt reply will be appreciated.

Stanko met with the Association's four members on April 9 and 10, 1990 (T36, T74). Prior to the first meeting Stephans had

told Stanko that he did not like the title of Dean of Students, he wanted the title to remain as Assistant Principal, and he did not want the position reduced from twelve to ten months (T38-T39, T75). Stanko began the April 9th meeting by announcing that the proposed ten-month position would be "Assistant Principal" (T91). That title would not include athletic director duties. She also explained that the Board was not creating the new position to remove Stephans. They wanted Stephans to be employed in the new position and were not going to post it or consider anyone else (T75-T76). Stephans voiced his opposition to a ten-month position (T38).

At that session the parties began negotiations over the work year of the proposed position and the definition of "ten months." Salary was not discussed that day (T76, T92).

On April 10 the parties continued to negotiate over the work year and definition of ten months, and discussed the proposed duties of the proposed position. But no work year agreement was reached at that time (T77, T79, T93).

At that session Stanko also explained that in order to avoid the salary for the proposed position being made public, it was necessary to reach a salary agreement for that proposed position prior to April 12, 1990, the date the Board expected to abolish the 12-month -- and create the ten-month -- position. Stanko explained that the Board probably wanted the salary for that position to be pro-rated to the number of days in the work year. The Association, however, did not want to negotiate over salary until the

negotiations over length of work year had been completed (T78-T79, T92-T93).

4. During the day on April 12, 1990, the Association sent Stanko a memorandum (CP-1) defining a ten-month employee as follows:

> The M.A.A. proposes the following definition of ten month administrative employment:
>
> The work year shall cover the period of time from September first through June thirtieth, excluding:
>
> A. All school vacations.
>
> B. All legal holidays listed in the M.A.A. contract.

Later that day Stanko responded to CP-1 by sending the Association the Board's definition of a ten-month employee (CP-2) as follows:

> In response to your proposal of April 12, 1990, regarding the definition of ten month employment, the Board defines ten months as 200 days. The days can be worked during breaks or July/August.
>
> For your information, there are 192 possible work days during September, 1989 - June, 1990, including school holidays and excluding 13 school vacation days.

That evening the Board abolished the Assistant Principal/Athletic Director position for economic reasons, and created a ten-month Assistant Principal position. The Board minutes (J-3) provide:

> ...[T]he Board of Education does hereby abolish the (12) twelve month position of Assistant Principal/Athletic Director, for reasons of economy and does create the (10) ten month position of Assistant Principal pursuant to the appended job description and negotiation of work year/salary with the MAA.

Although the minutes reflect the creation of the ten-month position "pursuant to the appended job description and negotiation of work year/salary with the MAA," the parties had not reached agreement on work year or salary (T93-T94).

On May 1, 1990 Stanko sent a letter to the Association asking for a meeting to continue discussing a definition of ten months, and to discuss the impact of - and the job description for - the assistant principal position.[4/] The Board at that point had not finally adopted the new position since two readings were necessary (T83). But that same day Stanko sent a letter to Stephans (J-4) confirming the abolishment of his old position, creation of the new position, and informing him that the salary had not been finalized. That letter provides:

> As you are already aware, the Manchester Regional High School District Board of Education, at its April 12, 1990 meeting, voted to abolish the 12-month position of Assistant Principal/Athletic Director, and created the 10-month position of Assistant Principal. The salary was not finalized for the newly created position since it is still under discussion with the Manchester Administrators' Association.
>
> Prior to the Board's action, you and your association were notified by me that we should commence discussions since the Board was considering the abolishment of your 12-month position. Thus far, we have had one meeting and your association has sent me one communication regarding their definition of ten months.
>
> If you need any further clarification regarding the aforementioned, please do not hesitate to contact me.

4/ That letter was not offered for evidence.

Coincidentally, also on May 1, the Association sent Stanko a memorandum (J-5) requesting negotiations over the assistant principal position. It provides:

> The Manchester Administrators' Association is requesting an opportunity to negotiate the impact of recent Board initiated changes to administrative positions as listed in the agreement between the Board of Education and the Manchester Administrative Association for the period covering July 1, 1988-June 30, 1991.
>
> The Association specifically wishes to address:
>
> A. The definition of a ten-month contract as proposed by the MAA:
>
> > The work year shall cover the period of time from September first through June thirtieth, excluding all school vacations and all legal holidays listed in the MAA contract (191 days).
>
> B. The impact of change of job description from Assistant Principal to Assistant Principal/Athletic Director adopted January 18, 1990.
>
> C. The proposed job description for Assistant Principal.
>
> We respectfully await your response.

On May 11, 1990 Stanko sent another memo to the Association trying to arrange a meeting (T84).[5/] The Association responded by memo of May 14 (CP-3), indicating it was available to meet on May 25, 1990.

5. On May 24, 1990 the Board had a second reading for -- and approved - the job description (J-13), and presumably the work year, for the ten-month assistant principal position (T84).

5/ That memo was not offered for evidence.

The parties met the following day. Stanko reminded the Association that the Board defined ten months as 200 days. She explained that Stephans' salary for 1990-91 would be the same as the prior year (1989-90), $54,968, because when she added his $4581 increase into his 1989-90 salary and then pro-rated it down to 200 days, she arrived at a figure lower than his 1989-90 salary, thus the Board intended to freeze his salary at the prior amount (T84-T85).

Although one Association member understood Stanko's explanation, Stephans did not understand why he would not be earning $59,548 (approx.), his 1989-90 salary plus his $4581 contractual raise for 1990-91. Stanko asked Stephans and the other Association members to discuss the salary issue with each other, then contact her (T84-T86).

That was the parties last official meeting on those issues. They did not reach an agreement at that meeting, but neither party filed for impasse (T86, T94-T95).

On June 26, 1990 Stanko sent a memo (J-6) to the Association asking if it wanted to continue meeting regarding the Assistant Principal title.[6/] She received no response by June 30, 1990.

6/ J-6 provides:

> Please let me know when you wish to meet to further discuss the MAA and Board positions regarding the ten-month positions of Assistant Principal and Supervisor of Instruction. We last met a month ago (May 25, 1990), and I have heard nothing since that time.

Effective July 1, 1990 Stephans was placed in a ten-month Assistant Principal position, and was not employed as Assistant Principal in July and August. He resumed assistant principal duties on September 1, 1990 and did not perform athletic director duties in that position (T28, T40). After July 1, 1990 Stephans was paid a cash amount for accrued vacation time (T86).

On or about July 19, 1990 an Association representative contacted Stanko asking to meet regarding the ten-month assistant principal position and salary. Apparently a meeting occurred but no agreements were reached (T86-T87).

For 1990-91 Stephans received the same salary he received for 1989-90 (T87).[7/]

ANALYSIS

The Board violated subsection 5.4(a)(5) and derivatively (a)(1) of the Act by implementing Stephans' work year and salary for 1990-91 prior to completing negotiations with the Association over those issues. The Board failed to distinguish between its managerial right to abolish and create positions and its obligation to complete negotiations with the Association prior to implementting changes in the work year and salary of unit members.

The law in this area is well settled. An employer generally has the managerial prerogative to abolish positions,

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7/ The record also includes evidence of the Board's organizational structure (R-2 - R-7), and the job descriptions of various titles, and a job description comparison (J-7 - J-16, R-8).

reduce staff, and create new positions. But it cannot do that in a vacuum. It must negotiate to agreement or impasse over the work year and salary (and other terms and conditions of employment) of unit positions prior to implementing any changes thereto. Piscataway Tp. Bd. of Ed. v. Piscataway Tp. Principals Assn., 164 N. J. Super. 98 (App. Div. 1978); Hackettstown Bd. of Ed., P.E.R.C. No. 80-139, 6 NJPER 263 (¶11124 1980), aff'd App. Div. Dkt. No. 385-80T3 (1/8/82) pet. for certif. den. 89 N.J. 429 (3/16/82); East Brunswick Bd. of Ed., P.E.R.C. No. 82-111, 8 NJPER 320 (¶13145 1982); Sayreville Bd. of Ed., P.E.R.C. No. 83-105, 9 NJPER 138 (¶14066 1983); Cherry Hill Bd. of Ed., P.E.R.C. No. 85-68, 11 NJPER 44 (¶16024 1984).

The legal analysis here must begin by identifying the dominant issue in the case. If that issue primarily involves the implementation of educational policy, or where negotiations are preempted or would significantly interfere with the determination of governmental policy, negotiations would be inappropriate. But if the issue intimately and directly affects the work and welfare of public employees, and negotiations is neither preempted, nor interferes with policy determination, negotiations are required before implementing changes in terms and conditions of employment. Woodstown-Pilesgrove Bd. of Ed. v. Woodstown-Pilesgrove Ed. Assn., 81 N.J. 582 (1980); Local 195, IFPTE v. State, 88 N.J. 393, 403-404 (1982).

The Board's dominant concern for changing Stephans' position, work year and salary was economically, not educationally, based. While the abolishment and creation of titles or positions is generally managerial, work year and compensation are terms and conditions of employment and a public employer cannot avoid negotiations over the latter by engaging in the former. Here no governmental or educational policy would have been adversely affected by completing negotiations over Stephans' work year and salary. While the Board entered into good faith negotiations with the Association regarding those terms, it violated the Act by implementing changes prior to reaching agreement or impasse on those issues. See East Brunswick at 321-322.

The Board's economic justification for the change is no defense to its failure to complete its negotiations obligation, particularly where it is retaining personnel. As the Commission explained in Sayreville:

> ...[T]o the extent the Board is merely trying to save money otherwise expended on employee compensation, it must, short of the abolition of a position, negotiate reductions in compensation and work year. 9 NJPER at 141.

See also East Brunswick; Cherry Hill, 11 NJPER at 46.

The Association relied on Piscataway and Hackettstown to support its case. In Piscataway the Board, mid-contract, and for purely economic reasons, unilaterally reduced a position from twelve to ten months and proportionally reduced the salary. The employer maintained it had engaged in a reduction in force (RIF), but the

Court found no layoff had occurred and length of work year and salary were mandatorily negotiable. The Court found the Board to have violated the Act and established the following policy that the Commission has consistently followed:

> The Board here argues that economy motivated the action complained of and that there is no material difference between the Board's right to cut staff and the right to cut months of service of staff personnel where the economy motive is common to both exercises. We disagree.
>
> While cutting staff pursuant to N.J.S.A. 18A:28-9 would be permissible unilaterally without prior negotiations, see Union Cty. Bd. of Ed. v. Union Cty. Teach. Ass'n, 145 N.J. Super. 435 (App. Div. 1976), certif. den. 71 N.J. 348 (1977), but cf. State of New Jersey v. State Supervisory Employees Ass'n, 78 N.J. 54 (1978), there cannot be the slightest doubt that cutting the work year, with the consequence of reducing annual compensation of retained personnel who customarily, and under the existing contract, work the full year (subject to normal vacations) and without prior negotiation with the employees affected, is in violation of both the text and the spirit of the Employer-Employee Relations Act. Cf. Galloway Tp. Bd. of Ed. v. Galloway Tp. Ed. Ass'n, 78 N.J. 25 (1978).
>
> [161 N.J. Super. at 101.]

In Hackettstown a scope of negotiations petition was filed to determine whether the Board's abolishment of twelve and eleven-month positions and creation of ten-month positions were mandatorily negotiable. The Board attempted to distinguish Piscataway and argued that it did, in fact, abolish positions for economic reasons. The Commission rejected the Board's argument and relying on Piscataway held:

> The argument by the Board that the 12 and 11 month positions were officially abolished pursuant to N.J.S.A. 18A:28-9 and that new 10 month positions were

> thereafter created, rather than a simple reduction in months of service, is a distinction without a difference.
>
> The holding of the Appellate Division cannot be emasculated simply by the method advanced by the Board herein. The Commission has consistently held that the length of the work year (or the abolition of 12 and 11 month positions and the creation of 10 month positions) is a mandatory term and condition of employment. (Footnotes omitted) [6 NJPER at 263.]

The Board here attempted to distinguish Piscataway and Hackettstown. It argued that in those cases the respective Boards merely created ten-month positions with the same duties as the former twelve (or eleven) month positions. It maintained that Stephans' ten-month position was different from his last 12-month position because the athletic director duties had been eliminated, and therefore, the above cases did not apply. I disagree.

The Board's argument misses the point. It is, as in Hackettstown, a distinction without a difference. This case does not turn on the difference in Stephans' duties, it turns on the difference in his work year and salary. Stephans was a retained employee. He had worked twelve months a year since employed by the Board. He was not RIFFed. His "transfer" to a "new" position did not exempt the Board from negotiating over his work year and salary. As the Commission explained in Sayreville:

> Regardless of whether an employee has worked in a unit position for years or has just been hired or transferred into that position, the Board cannot unilaterally determine what salary that employee will receive nor change how many months that employee will work. [9 NJPER at 140.]

The Board also violated the Act by repudiating the parties' collective agreement. As in Cherry Hill, the parties here negotiated, in Article VI, the amount of compensation for unit positions/employees. The title "Assistant Principal" was included in Article II and there was no designation that it, or the salaries in Article VI, were limited to twelve-month positions. The Board had obligated itself to pay the Assistant Principal, Stephans, a $4581 increase for 1988-89, 1989-90 and 1990-91. Permitting a unilateral reduction in salary would destroy the parties' explicit agreement on that issue.[8/] There was no evidence that the parties agreed to change the contract or reached impasse over that issue. East Brunswick at 322. Since preserving the negotiated agreement does not interfere with any governmental policy determination; Cherry Hill at 46, the Board must return Stephans to a twelve-month position, make him whole for what he lost, and complete negotiations over any proposed change in his work year and salary.

There was no evidence the Board violated any Commission rule or regulation. Thus the 5.4(a)(7) allegation should be dismissed.

8/ To the extent the Board believes it paid Stephans his $4581 salary increase based upon its formula of why it maintained the previous year's salary, I find that determination was flawed. Stephans, pursuant to J-1, was entitled to a $4581 increase for 1990-91 above his 1989-90 salary. J-1 did not authorize a pro-rata salary. Stephans, in 1990-91, occupied a unit title, and absent an agreement to change the salary compensation provided for in J-1, he should have received what J-1 provided.

Based upon the above findings and analysis I make the following:

Recommended Order

I recommend the Commission ORDER:

A. That the Board cease and desist from:

Interfering with, restraining or coercing its employees in the exercise of the rights guaranteed to them by the Act, particularly by failing to complete negotiations with the Association over Assistant Principal Jack Stephans' work year and salary.

B. That the Board take the following action:

1. Pay Jack Stephans the difference between what he earned in 1990-91 and what he would have earned that year pursuant to the parties' collective agreement (an additional $4581.00), but for the Board's unlawful action, minus any mitigation.[9/]

2. Restore Stephans' twelve-month work year unless otherwise negotiated.[10/]

9/ The circumstances here do not require an interest award.

10/ Assuming the parties have not completed negotiations over Stephans' 1991-92 work year, he should be restored to a twelve-month work year while the parties engage in negotiations over any Board attempt to change the work year.

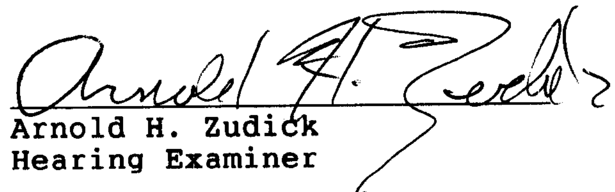
3. Pay Stephans for 1991-92 the negotiated salary of a twelve-month employee unless otherwise negotiated.11/

4. Negotiate to completion with the Association over any future attempt to change Stephans' work year or salary.

5. 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.

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

C. That the 5.4(a)(7) allegation be dismissed.



Arnold H. Zudick
Hearing Examiner

Dated: September 16, 1991
Trenton, New Jersey

11/ Assuming the parties have not completed negotiations over Stephans' 1991-92 salary, the status quo must be maintained and he should be paid as a twelve-month employee based upon his corrected 1990-91 salary as established by Article VI of J-1 and recommendation B(1), above.

Recommended Posting
Appendix "A"

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 our employees in the exercise of the rights guaranteed to them by the Act, particularly by failing to complete negotiations with the Association over Assistant Principal Jack Stephans' work year and salary.

WE WILL pay Jack Stephans the difference between what he earned in 1990-91 and what he would have earned that year pursuant to the parties' collective agreement, but for the Board's unlawful action, minus mitigation.

WE WILL restore Stephans' twelve-month work year unless otherwise negotiated.

WE WILL pay Stephans for 1991-92 the negotiated salary of a twelve-month employee unless otherwise negotiated.

WE WILL negotiate to completion with the Association over any future attempt to change Stephans' work year or salary.

Docket No. CO-H-91-43

Passaic County Manchester Regional High School District 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.