H.E. NO. 2020-7

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

In the Matter of

FORT LEE BOARD OF EDUCATION,

Respondent,

-and- Docket No. CO-2017-140

FORT LEE EDUCATION ASSOCIATION,

Charging Party.

SYNOPSIS

A Hearing Examiner grants, in part, and denies, in part, a motion for summary judgement filed by the Fort Lee Education Association (Association) on an unfair practice charge filed by the Association against the Fort Lee Board of Education (Board). The charge alleges the Board violated Section 5.4a(5) and (a)(1) of the Act by: (1) unilaterally changing the minimum number of hours unit employees must work to be eligible for health insurance benefits; (2) unilaterally reducing working hours of unit employees ; and (3) discontinuing the practice of allowing instructional aides to leave their assigned buildings during their lunch hour and no longer crediting aides' lunch hours towards calculating health benefits eligibility. The Hearing Examiner granted summary judgment on the first claim, but denied summary judgement on the second and third claims since there were insufficient facts in the record to establish violations of the Act. On the first claim, however, the Hearing Examiner declined to issue a status quo ante remedy, as the parties in 2019 had reached an agreement on health benefits eligibility and restoring the status quo would undermine the collective negotiations process that led to that agreement.

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Charging Party.

Appearances:

For the Respondent, Sciarrillo, Cornell, Merlino, McKeever & Osborne, LLC, attorneys
(Dennis McKeever, of counsel)

For the Charging Party, Zazzali, Fagella, Nowak, Kleinbaum & Friedman, attorneys
(Richard A. Friedman, of counsel)

HEARING EXAMINER'S DECISION ON MOTION FOR SUMMARY JUDGMENT

On December 28, 2016 and January 14, 2020, the Fort Lee Education Association (Association or Charging Party) filed an unfair practice charge and amended charge against the Fort Lee Board of Education (Board or Respondent)[1/] The charge, as amended, alleges the Board violated sections 5.4a(5) and,

1/ The Association filed a motion to amend its charge on January 13, 2020. The Board does not contest the motion and the Board consents to the amendment. Pursuant to N.J.A.C. 19:14-2.2(a), I grant the motion to amend.

derivatively, (a)(1)[2/] of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. (Act), by: (1) unilaterally increasing the average number of hours a unit employee must work per week to be eligible for health insurance benefits under the New Jersey School Employees Health Benefits Program (SEHBP) from an average of 25 hours per week to 30 hours per week; (2) unilaterally reducing the working hours of unit employees; and (3) requiring unit employees to remain at their workplace during their one hour lunch break and not crediting that one hour of lunch towards the number of hours an employee must work per week to be eligible for SEHBP insurance benefits. The Association asserts the changes to health benefits eligibility for unit employees, which went into effect on July 1, 2016, discontinued health insurance coverage for some unit employees without negotiations with the Association and denied health insurance benefits to unit employees hired after July 1, 2016 who worked on average between 25 and 30 hours per week.

On March 6, 2018, the Director of Unfair Practices issued a Complaint and Notice of Pre-hearing. On March 8, 2018, the Board

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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. (5) Refusing to negotiate in good faith with a majority representative of employees in an appropriate unit concerning the terms and conditions of employment of employees in that unit, or refusing to process grievances presented by the majority representative."

filed an Answer denying it violated the Act. Following a pre-hearing telephone conference, the Charging Party requested its charge be held in abeyance while the parties attempted to settle this matter. The parties did not reach a settlement.

On January 13, 2020, the Association filed a motion to amend the Complaint and a motion for summary judgment, accompanied by a brief and certifications from Richard A. Friedman, Esq. ("Friedman Cert.") an attorney representing the Association, and Association President Adrian Rodriguez ("Rodriguez Cert."). The Board filed a brief and certification from Dennis McKeever, Esq., an attorney representing the Board, in opposition to the motion for summary judgment on February 7, 2020. On February 10, 2020, the Commission referred the motions to me for decision and on March 12, 2020 the Association filed a reply brief.

Summary judgment will be granted:

> if it appears from the pleadings, together with the briefs, affidavits and other documents filed, there exists no genuine issue of material fact and the movant . . . is entitled to its requested relief as a matter of law. [N.J.A.C. 19:14-4.8(d)]

Brill v. Guardian Life Insurance Co. of America, 142 N.J. 520, 540 (1995) sets forth the standard to determine whether a "genuine issue" of material fact precludes summary judgment. The fact-finder must ". . . consider whether the competent evidential materials presented, when viewed in the light most favorable to the non-moving party are sufficient to permit a rational fact-

finder to resolve the alleged disputed issue in favor of the moving party." If that issue can be resolved in only one way, it is not a genuine issue of material fact. A motion for summary judgment should be granted cautiously – the procedure may not be used as a substitute for a plenary hearing. Baer v. Sorbello, 177 N.J. Super. 182 (App. Div. 1981).

Based on the parties' submissions and this standard of review, I make the following:

FINDINGS OF FACT

1. The Association is the exclusive majority representative of certain certificated and non-certificated employees, including classroom instructional aides ("aides"). (Rodriguez Cert., para. 2).

2. The Association and Board are parties to collective negotiations agreements extending from July 1, 2016 through June 30, 2019 (Agreement). (Rodriguez Cert., para. 2; McKeever Cert., para. 2)

3. The 2016-2019 Agreement is silent as to the number of hours a unit employee must work to be eligible for health insurance benefits. (McKeever Cert., para. 3; Rodriguez Cert., para. 3 and Exhibits A-C).

4. On June 6, 2016, the Board adopted Resolution No. 27786 (Resolution). (Rodriguez Cert., Exhibit D). The Resolution, which went into effect on July 1, 2016, provided that unit

employees must work, on average, 30 hours per week in order to qualify for Board paid health insurance benefits under the SEHBP. (McKeever Cert., para. 5; Rodriguez Cert., para. 4). The Board adopted the Resolution without prior negotiations or notice to the Association. (Rodriguez Cert., para. 4). Prior to the change, unit employees who worked on average 25 hours per week qualified for Board paid health benefits under the SEHBP. (Rodriguez Cert., para. 4; Exhibit E to Amended Charge). The 25 hour eligibility requirement for health benefits was set by Board resolution in 2010. (Exhibit E to Amended Charge).

5. As a result of the Board's 2016 Resolution, ". . . bargaining unit members who were receiving health insurance coverage prior to the Board's change in policy no longer met the requirements for full-time status [under the SEHBP], and therefore became ineligible for health insurance benefits." (Rodriguez Cert., para. 5). Moreover, the Resolution meant that "newly hired bargaining unit members who would and should have been eligible for Board paid health insurance coverage became ineligible for Board paid health insurance coverage." (Rodriguez Cert., para. 5).

6. Rodriguez certifies that "some bargaining unit members hours were reduced . . . " and that "even for members whose work hours were not reduced, their lunch period no longer counted toward the number of hours applied for full-time employment to

qualify for Board paid health insurance coverage, whereas previously it had counted for that purpose." (Rodriguez Cert., para. 8). Rodriguez does not certify and the record does not indicate how many employee(s) hours were reduced, the amount of the reduction, nor when the reduction occurred. Rodriguez also certifies that as a result of unit employees not being credited their lunch hour towards eligibility for health benefits, some unit employees did not satisfy the 30 hour threshold for health benefits eligibility under the 2016 Resolution and therefore lost health insurance coverage. (Rodriguez Cert., para. 8).

7. In 2018 and 2019, the Board and Association engaged in collective negotiations and mediation before a Commission appointed mediator in order to reach a successor collective negotiations agreement to the 2016-2019 Agreement. Among the issues discussed during negotiations and mediation was the minimum number of hours unit employees must work to be eligible for health benefits. The Board proposed a 30 hour minimum requirement, while the Association proposed a 25 hour minimum requirement for health benefits. The Association and Board agreed to hold unfair practice charge CO-2017-140 in abeyance pending the outcome of collective negotiations. (McKeever Cert., paras. 17 and 18).

8. On November 20, 2019, the negotiations committees representing the Board and Association executed a Memorandum of

Agreement (MOA) for the period July 1, 2019 through June 30, 2022. (Exhibit 10 to McKeever Cert.). In the MOA, the Association and Board acknowledge that the parties "have been engaged in negotiations in good faith in an effort to arrive at a successor agreement to a Contract which expired on June 30, 2019" and that "the parties have arrived at a [MOA] which each will present to their respective constituents, along with their recommendations for acceptance and ratification." (Exhibit 10 to McKeever Cert.). Critically, the Association and Board agreed that "the threshold for [health] benefits shall be 28.75 hours per week" and that "upon full ratification of this [MOA], the Association shall withdraw the pending Aides Unfair Practice Charge, Dkt. No. CO-2017-140." (Exhibit 10 to McKeever Cert.). The MOA goes on to provide that "all other proposals are hereby withdrawn by both parties" and that "all terms and conditions not contained herein shall remain [the] status quo." (Exhibit 10 to McKeever Cert.).

9. On December 5, 2019, the Association ratified the MOA. (McKeever Cert., para. 24).

10. After the Association ratified the MOA, several instructional aides who worked 28.75 hours per week contacted the Board to enroll in the SEHBP. (McKeever Cert., para. 25). These communications led to the realization by the Board that the Association and Board did not share the same understanding of the

MOA's provision setting the "threshold" for health benefits at 28.75 hours per week. (McKeever Cert., paras. 25-26). In the Board's view, this provision meant employees who exceeded 28.75 hours per week were eligible for SEHBP benefits, whereas the Association believed the provision meant all unit employees who work 28.75 hours or more per week were eligible for SEHBP benefits. (McKeever Cert., para. 25).

11. Since the Board believed the Association and the Board did not share a common understanding of the 28.75 hour MOA provision, the Board declined to ratify the MOA at its scheduled December 16, 2019 meeting. (McKeever Cert., para. 27). Instead, the Board sent correspondence on or about December 18, 2019 to a Commission appointed mediator, requesting a mediation session to resolve this disagreement between the Association and Board over the MOA. (McKeever Cert., para. 28 and Exhibit 11).

12. In response, on December 27, 2019, the Association filed an unfair practice charge against the Board, bearing docket number CO-2020-173 ("2019 Charge"). (McKeever Cert., para. 29 and Exhibit 12). The 2019 Charge alleges, in pertinent part, that the Association objected to the Board's December 18 request for another mediation session and ". . . did not agree to attend any other mediation sessions." (McKeever Cert., Exhibit 12). The 2019 Charge also sought an order from the Commission "directing the Board to ratify and execute the successor

agreement [MOA] and implement its terms and conditions of employment, including but not limited to, the 28.75 hour threshold for health benefits." (McKeever Cert., Exhibit 12).

ANALYSIS

The Association's charge, as amended, presents four counts, numbered in this order:

1. The Board violated sections 5.4a(5) and (1) of the Act by unilaterally changing the minimum number of hours a unit employee must work to be eligible for SEHBP benefits from 25 hours per week to 30 hours per week effective July 1, 2016;

2. The Board violated the Act by unilaterally reducing, on a date uncertain, an unspecified amount of work hours of an unspecified number of unit employees without negotiations with the Association;

3. The Board did not negotiate over the reductions alleged in counts (1) and (2), and even if they did, they cannot modify terms and conditions of employment without agreement by the Association; and

4. The Board violated the Act when, effective July 1, 2016, it required " . . . bargaining unit members to remain at their buildings for their one-hour lunch break, effective July 1, 2016, without receiving compensation or credit towards their hours of work, and unlike before their lunch hours were no longer counted towards meeting the number of hours required for SEHBP benefits eligibility." (para. 21 of Amended Charge).

For the following reasons, I grant, in part, and deny, in part, the Association's motion for summary judgment. I find the Board violated the Act by unilaterally changing the minimum hourly work requirement for SEHBP benefits in 2016. I deny summary judgment

on Counts 2, 3 and 4 of the amended charge because there are insufficient facts in the record to establish these violations without a plenary hearing.[3/] Brill v. Guardian Life Insurance Co. of America, 142 N.J. 520 (1995); Baer v. Sorbello, 177 N.J. Super. 182 (App. Div. 1981). As to remedy, I will not recommend restoration of the 25 hour work requirement for SEHBP eligibility in light of the 2019 MOA. To do so would be antithetical to the Act's primary goals of advancing labor peace and stability and would undermine the collective negotiations process that culminated in the 2019 MOA.

Changes to Eligibility for SEHBP Benefits

Under the Act, a public employer is required to negotiate with a majority representative over mandatorily negotiable terms and conditions employment before establishing or changing those terms and conditions of employment. N.J.S.A. 34:13A-5.3. Unless preempted by a statute or regulation, health insurance benefits are mandatorily negotiable. West Orange Bd. of Ed., P.E.R.C. No. 92-114, 18 NJPER 272 (¶23117 1992), aff'd NJPER Supp.2d 219 (¶232 App. Div. 1993). A statute or regulation will not preempt negotiations over health benefits unless the statute or regulation speaks in the imperative and expressly, specifically

3/ Count 3 is a legal conclusion derived from the facts alleged in Counts 1 and 2. As such, while addressed in the analysis section of this decision, it does not warrant separate treatment in my recommended order.

and comprehensively sets an employment condition governing health benefits. Bethlehem Tp. Educ. Ass'n v. Bethlehem Tp. Bd. of Ed., 91 N.J. 38, 44 (1982). Where a statute or regulation gives an employer discretion to determine a unit employee's eligibility for health benefits, the employer is obligated to negotiate with that employee's majority representative in exercising that discretion. 91 N.J. at 44; Frankford Tp. Bd. of Ed., P.E.R.C. No. 98-60, 23 NJPER 625 (¶28304 1997); Paterson State-Operated School District, P.E.R.C. No. 2002-2, 27 NJPER 319 (¶32113 2001).

The Board and Association agree that, under N.J.S.A. 52:14-17.46.2(d)(2)[4/]; the Board has the discretion to define, by resolution, the number of hours a unit employee must work per week to be eligible for health insurance coverage under the SEHBP, provided no employee working less than an average of 25 hours per week is provided health benefits under the SEHBP. (Board's 2/7/20 Brief, Page 6; Association's 3/12/20 Reply Brief, Page 2). The disagreement is over whether the employer is obligated to negotiate with the Association in exercising that discretion. The Board asserts it has no such obligation. The

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4/ This statute defines an "employee" under the SEHBP as " . . . a person employed in any full-time capacity by an employer who appears on a regular payroll and receives a salary or wages for an average of the number of hours per week as prescribed by the governing body of the participating employer which number of hours worked shall be considered full-time, determined by resolution, and not less than 25 [hours] . . . ."

Association disagrees. Based on Commission precedent, I agree with the Association and find the Board violated the Act by unilaterally adopting the June 6, 2016 Resolution. See Frankford Tp. Bd. of Ed., 23 NJPER 625; Paterson State-Operated School District, 27 NJPER 319.

Frankford Tp. Bd. of Ed. and Paterson State-Opereated School District are on all fours with the present case. In Frankford, the Commission rejected the employer's argument that it had the discretion to unilaterally determine the number of hours unit employees must work to be eligible for health benefits under the SEHBP. The exercise of that discretion, the Commission held, does not preempt negotiations over health benefits eligibility, as the subject of health benefits eligibility "intimately and directly affects an employee's working terms and conditions" and "receipt of those benefits is an integral component of compensation packages negotiated by the parties." 23 NJPER at 627. By unilaterally changing this threshold requirement for health benefits, the Commission found the employer violated section 5.4a(5) of the Act. Id. In 2001, the Commission in Paterson would re-affirm the holdings and principles in Frankford. Paterson, 27 NJPER 319.

Here, the Board does not dispute that it unilaterally changed the number of hours on average an employee must work to be eligible for SEHBP benefits in 2016 without prior negotiations

with the Association. Under Frankford and Paterson, that unilateral change violated Section 5.4a(5) of the Act.

The Board nonetheless contends that negotiations over SEHBP benefits eligibility is preempted and, in the alternative, that the Board complied with the parties' Agreement by not changing the components of the health insurance plan for those enrolled in a plan. I disagree. First, the Commission in Frankford and Paterson rejected the Board's preemption argument. Second, the claim by the Association is not that components of the existing health benefits plan were changed, but that the Board denied health benefits altogether to unit employees by changing the conditions for SEHBP eligibility.

For these reasons, I find the Board's unilateral adoption of the 2016 Resolution violated Section 5.4a(5) and, derivatively, (a)(1) of the Act.

Work Hour Reduction and Lunch Hour Change

The Association also alleges in its amended charge that the Board reduced unit employees' working hours, discontinued a practice of allowing aides to leave their assigned buildings during their lunch breaks and decided not to credit aides' lunch hours towards SEHBP benefits eligibility. Based on the principles delineated in Brill and Baer, I decline to grant summary judgment on these claims since there are insufficient facts in the record establishing a violation of the Act.

Testimony and evidence is needed to ascertain the contours of these practices, when the alleged changes occurred, and who was impacted by the changes. A plenary hearing is necessary to fairly adjudicate these claims.

CONCLUSIONS OF LAW

1. The Board violated Section 5.4a(5), and, derivatively, (a)(1) of the Act by unilaterally adopting Resolution 27786 on June 6, 2016 without prior negotiations with the Association.

2. As to Counts 2, 3, and 4 of the Association's amended charge, I deny summary judgment and find a plenary hearing is necessary to adjudicate those claims.

REMEDY

The Board argues that restoration of the 25 hour work requirement for SEHBP benefits eligibility that existed in 2016 would be contrary to the Commission's goal of fostering harmonious labor relations in light of the 2019 MOA addressing SEHBP eligibility. (2/7/20 Brief, Pages 9-11) I agree and decline to restore the status quo concerning eligibility for SEHPB benefits based on the particular facts of this case.

The Commission has broad discretion in fashioning an appropriate remedy for an unfair practice. UMDNJ, P.E.R.C. No. 2010-12, 35 NJPER 330, 334 (¶113 2009). But in awarding affirmative relief to a Charging Party, the Commission must ensure that relief is designed to effectuate the policies of the

Act. UMDNJ 35 NJPER at 334. The Commission must also order a Respondent to cease and desist from committing an unfair practice after finding an unfair practice occurred. N.J.S.A. 34:13A-5.4c; UMDNJ.

"Under ordinary circumstances, we would order an employer that had announced a change in a term and condition of employment **and then refused to negotiate**, to restore the status quo pending negotiations." UMDNJ 35 NJPER at 334 (emphasis added) In choosing whether to restore the status quo, the Commission must exercise its remedial powers ". . . with due regard for the employer's status as a governmental entity serving the public." Id.; Galloway Tp. Bd. of Ed. v. Galloway Tp. Educational Secretaries' Ass'n, 78 N.J. 1, 16 (1978) (The Supreme Court explains that in exercising its authority to order back pay, the Commission should give " . . . due regard for the employer's status as a governmental entity serving the public and funded by the taxpayers.") And, in a variety of contexts and with these considerations in mind, the Commission has declined to restore the status quo and/or fashioned an appropriate remedy for an (a)(5) violation based on the particular circumstances of the case and developments in negotiations since the violation occurred. Lower Tp. Bd. of Ed., P.E.R.C. No 78-32, 4 NJPER 24 (¶4013 1977)(Commission, in light of status of collective negotiations and other developments, held the "only necessary and

appropriate remedy" was a cease and desist order precluding future unilateral changes or refusals by employer to negotiate terms and conditions of employment); Union City, P.E.R.C. No. 90-37, 15 NJPER 626 (¶20262 1989) (Commission declines to restore the status quo concerning a change to contractual salary ranges for 45 days to allow parties to negotiate a salary for a unit employee); UMDNJ, 35 NJPER at 334-335 (Commission declines to restore the status quo concerning changes to supplemental compensation for faculty given lack of clarity as to what changes in supplemental compensation the union acquiesced to prior to demand to negotiate); State of New Jersey (JJC), H.E. No. 2015-10, 42 NJPER 4 (¶2 2015)(final agency decision) (Restoration of voluntary on-call system for addressing juveniles escaping detention was not restored given demonstrated efficacy of mandatory on-call rotation system).

Here, restoration of the 25 hour requirement for SEHBP benefits eligibility that pre-dated the 2019 MOA would undermine labor peace and stability in the Fort Lee School District. Promoting labor peace and stability is the central purpose of the Act. N.J.S.A. 34:13A-5.12 ("The Legislature finds and declares that collective negotiations promotes labor stability in the public sector and enhances the delivery and avoids the disruption of public services."); In Re Local 195, IFPTE v. State of New Jersey, 88 N.J. 393, 409 (1982)(Noting that a "major goal of the

New Jersey Employer-Employee Relations Act" is to "promote labor peace and harmony."). The Association acknowledges in the 2019 MOA that the parties engaged in "good faith negotiations" in reaching an agreement on, among other things, the 28.75 hour per week threshold for health benefits. Thus, this is not the "ordinary" case for status quo restoration where an employer imposes a unilateral change and then refuses to negotiate. UMDNJ, 35 NJPER at 334. Rather, the parties negotiated in good faith and reached an agreement on health benefits eligibility.

While the Association and Board disagree about the meaning of the 28.75 hour provision in the 2019 MOA, the Association concedes, under its own interpretation of that clause (i.e. unit employees who work 28.75 hours or more per week are eligible for health benefits), that the status quo going forward cannot be 25 hours per week. Indeed, it bears emphasis that the Association is seeking in its 2019 Charge (CO-2020-173) to *enforce* the 2019 MOA and the 28.75 hour threshold. And the MOA the Association seeks to enforce also provides that "all prior proposals are withdrawn", which would include the 25 hour threshold proposal made in negotiations. It would be anomalous and antithetical to the collective negotiations process to throw out a negotiated change to a term and condition of an employment because of a unilateral change that occurred more than three years prior to reaching a negotiated agreement.

For these reasons, I am recommending a cease and desist order and posting only on Count 1 of the Association's amended charge. As to Counts 2, 3 and 4 of the Amended Charge concerning the alleged reduction to unit employees' working hours, the crediting of aides' lunch hours towards health benefits eligibility, and the alleged requirement that aides remain at their assigned buildings during their lunch hour, I am recommending the Association's motion for summary judgment be denied.

RECOMMENDED ORDER

The Fort Lee Board of Education is ordered to:

A. Cease and desist from:

1. Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this Act, particularly by unilaterally changing the minimum number of hours a unit employee must work to be eligible for health insurance benefits under the New Jersey School Employees Health Benefits Program;

2. Refusing to negotiate in good faith with the majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit, specifically by unilaterally changing the minimum number of hours a unit employee must work to be eligible for health insurance benefits under the New Jersey School Employees

Health Benefits Program.

B. Take the following affirmative action:

1. 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 be 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.

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

/s/Ryan M. Ottavio
Ryan M. Ottavio
Hearing Examiner

DATED: May 7, 2020
Trenton, New Jersey

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 May 18, 2020.

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 this Act, particularly by unilaterally changing the minimum number of hours a unit employee must work to be eligible for health insurance benefits under the New Jersey School Employees Health Benefits Program;

WE WILL cease and desist from refusing to negotiate in good faith with the majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit, specifically by unilaterally changing the minimum number of hours a unit employee must work to be eligible for health insurance benefits under the New Jersey School Employees Health Benefits Program.

WE WILL 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 be 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.

WE WILL notify the Chair of the Commission within twenty (20) days of receipt of this decision what steps the Respondent has taken to comply with this order.

Docket No. CO-2017-140

FORT LEE 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) 292-9830

APPENDIX "A"