

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

LAWRENCE TOWNSHIP BOARD OF
EDUCATION,

Respondent,

-and-

Docket No. CO-80-104-76

CEDARVILLE TEACHERS ASSOCIATION,

Charging Party.

SYNOPSIS

The Commission adopts the recommended decision and order of the Hearing Examiner that the Board of Education did violate Subsections 5.4(a)(1) and (a)(5) of the New Jersey Employer-Employee Relations Act when it unilaterally, and without notice to or negotiations with the Association, changed the schedule of pay days of employees represented by the Association for the 1979-80 school year. The Commission rejects the exception of the Board that paying employees at the end of the pay period, without a period of holdback, would constitute an illegal gift of public funds in violation of the New Jersey Constitution.

The Commission also rejects the cross-exception of the Association that the Hearing Examiner's remedy be modified to provide for interest for the 7-day period of the holdback. Instead, the Commission adopts the Hearing Examiner's remedy that the Board restore the status quo.

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CEDARVILLE TEACHERS ASSOCIATION,

Charging Party.

Appearances:

For the Respondent, Barbour & Costa, Esqs.
(John T. Barbour, of Counsel)

For the Charging Party, Selikoff & Cohen, P.A.
(Joel S. Selikoff, of Counsel)

DECISION AND ORDER

An Unfair Practice Charge was filed with the Public Employment Relations Commission on October 24, 1979 by the Cedarville Teachers Association (hereinafter the "Charging Party" or the "Association") alleging that the Lawrence Township Board of Education (hereinafter the "Respondent" or the "Board") had engaged in unfair practices within the meaning of the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13A-1 et seq. (hereinafter the "Act"), in that the Respondent on August 8, 1979 unilaterally and without negotiations with the Charging Party adopted a new schedule of pay dates for the 1979-80 school year, which altered 12 years of past practice. Under the prior practice employees were paid twice per month in equal installments and received their check on or before the end of the pay period.

The change in the schedule of payment instituted a salary hold-back with the result that employees had their pay held from one to five additional days, all of which is alleged to be a violation of N.J.S.A. 34:13A-5.4(a)(1) and (5) of the Act.^{1/}

It appearing that the allegations of the Unfair Practice Charge, if true, might constitute unfair practices within the meaning of the Act, a Complaint and Notice of Hearing was issued on March 21, 1980. Pursuant to the Complaint and Notice of Hearing a hearing was held on July 2, 1980 in Trenton, New Jersey, at which time the parties were given an opportunity to examine witnesses, present relevant evidence and argue orally. Both parties argued orally and thereafter filed post-hearing briefs by September 15, 1980 following the granting of two requests for extensions of time.

The Hearing Examiner issued his Recommended Report and Decision, H.E. No. 81-9, 6 NJPER ____ (¶ ____ 1980), on September 19, 1980. He concluded that the Board's unilateral change in the pay date policy, without negotiations with the Association, violated N.J.S.A. 34:13A-5.4(a)(1) and (5). He recommended that the Commission order the Board to restore the status quo of the old pay schedule. The Board has filed exceptions to the Hearing Examiner's Report. The Association responded to the Board's

^{1/} These subsections prohibit public employers, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this Act; and (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."

exceptions and has filed a cross-exception of its own. The Board replied to the Association's cross-exceptions. The case is now properly before the Commission for final decision.

Initially we note that the Board does not contest the conclusion of the Hearing Examiner that the schedule of dates upon which employees are to be paid is a mandatorily negotiable term and condition of employment. In reaching this conclusion, the Hearing Examiner relied upon prior decisions of the Commission which address this precise issue.^{2/} The Board, however, has nonetheless set forth several exceptions to the Hearing Examiner's Report.

One new argument of the Board is that paying employees at or before the end of the pay period would constitute an illegal gift of public funds in violation of N.J. Const. (1947), Art. VIII, Sec. III, Paragraphs 2 and 3. We reject this exception. The receipt of public money in this instance is compensation, rather than a gift or loan of public funds. Moreover, cases arising under this provision have not interpreted it in the manner suggested by the Board. See, e.g., Maywood Ed. Ass'n v. Maywood Bd. of Ed., 131 N.J. Super. 551 (Ch. Div. 1974), where it was

^{2/} In re College of Medicine and Dentistry of NJ, P.E.R.C. No. 77-35, 3 NJPER 70 (1977); In re Garfield Board of Education, P.E.R.C. No. 80-67, 5 NJPER 542 (¶ 1979) and In re City of Paterson, P.E.R.C. No. 80-68, 5 NJPER 543 (¶ 1979). The Board does maintain, as it did before the Hearing Examiner, that N.J.S.A. 18A:27-6 preempts negotiations with respect to the dates employees are to be paid. We agree with the Hearing Examiner's conclusion that the statute is discretionary and does not preempt the Board's negotiations obligation in this case. However, the Association points out that the individual contracts of employment mentioned in the contract are only required for non-tenured personnel, of which there are only two in the Association's unit. See DiSimone v. Bd. of Ed. of Fairview, 1966 S.L.D. 43.

held that a lump sum payment to employees of unused sick leave on retirement did not run afoul of the bar against gifts or loans of public funds. See also, White v. Twp. of N. Bergen, 164 N.J. Super. 455 (App. Div. 1976), aff'd 77 N.J. 539. This argument, as the Association points out, was not made to the Hearing Examiner.

The remaining exceptions urged by the Board were previously made before the Hearing Examiner. Upon examination of the entire record in this matter, we are satisfied that the Hearing Examiner's rulings on these issues were correct and we hereby adopt his findings of fact and conclusions of law. Briefly, we find the Hearing Examiner was correct in determining that the status quo with respect to pay dates was established by the 12 year past practice of twice-monthly payments to employees and that the Board unlawfully altered the status quo by adopting a pay date schedule in August 1979, for the 1979-1980 school year without first negotiating with the Association with respect to the alteration in pay dates. We also conclude that the subsequent discussions and settlement attempts between the parties did not satisfy the Board's negotiations obligation in this case.

The Association urges affirmance of the Hearing Examiner's Report, but requests, in its cross-exception, that we modify the proposed remedy by making an award of interest for the period of salary "holdbacks" caused by the Board's change of pay dates. Since the Hearing Examiner's proposed remedy did not contain any monetary award, a recommendation with which we agree, it is

difficult to find any merit in the Association's contention that interest should be awarded. See, In re Union County Reg. H.S. Teachers' Ass'n, P.E.R.C. No. 79-90, 5 NJPER 229 (¶10126 1979). We hereby adopt the recommended remedy of the Hearing Examiner.

ORDER

IT IS HEREBY ORDERED:

A. That the Respondent Board cease and desist from:

1. Interfering with, restraining or coercing its employees in the exercise of the rights guaranteed to them by the Act, particularly, by unilaterally changing the pay date of employees represented by the Association without prior collective negotiations.

2. Refusing to negotiate in good faith with the Association concerning terms and conditions of employment of employees represented by the Association, in particular, unilateral change in the pay date schedule for the 1979-80 school year.

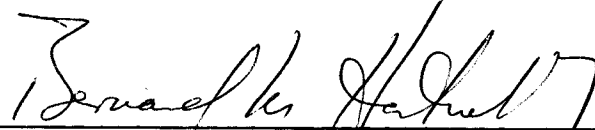
B. That the Respondent Board take the following affirmative action:

1. Within thirty (30) days hereof, restore the status quo with respect to the pay date schedule of employees represented by the Association, namely, resume paying said employees twice per month in equal installments on or before the end of the pay period, and thereafter negotiate any proposed change in pay date schedule with the Association prior to implementation.

2. Post at all places where notices to employees are customarily posted copies of the attached notice marked Appendix "A." Copies of such notice, on forms to be provided by the Commission, shall be posted immediately by the Respondent Board upon receipt thereof and after being signed by the Respondent's authorized representative, shall be maintained by it for a period of at least sixty (60) consecutive days thereafter. Reasonable steps shall be taken by the Respondent Board to insure that such notices are not altered, defaced or covered by other material.

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

BY ORDER OF THE COMMISSION



Bernard M. Hartnett, Jr.
Acting Chairman

Acting Chairman Hartnett and Commissioners Graves and Parcels voted for this decision. None opposed. Commissioners Hipp and Newbaker abstained.

DATED: Trenton, New Jersey
December 10, 1980
ISSUED: December 11, 1980

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 unilaterally changing the pay date of employees represented by the Association without prior collective negotiations.

WE WILL cease and desist from refusing to negotiate in good faith with the Association concerning terms and conditions of employment of employees represented by the Association, in particular, unilateral change in the pay date schedule for the 1979-80 school year.

WE WILL within thirty (30) days hereof, restore the status quo with respect to the pay date schedule of employees represented by the Association, namely, resume paying said employees twice per month in equal installments on or before the end of the pay period, and thereafter negotiate any proposed change in pay date schedule with the Association prior to implementation.

LAWRENCE TOWNSHIP 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,
429 East State, Trenton, New Jersey 08608 Telephone (609) 292-9830.

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

In the Matter of

LAWRENCE TOWNSHIP BOARD OF EDUCATION,

Respondent,

- and -

Docket No. CO-80-104-76

CEDARVILLE TEACHERS ASSOCIATION,

Charging Party.

SYNOPSIS

A Hearing Examiner recommends that the Public Employment Relations Commission find that the Board violated Subsections 5.4(a)(1) and (5) of the New Jersey Employer-Employee Relations Act when it unilaterally, and without notice to or negotiations with the Association, changed the pay date schedule of employees represented by the Association for the 1979-80 school year. It was concluded that although the collective negotiations agreement was silent with respect to pay dates there was a longstanding past practice of paying teachers twice monthly on or before the end of the pay period and that the Board unilaterally altered this practice at a public meeting on August 8, 1979.

By way of remedy, the Hearing Examiner recommended that the Board be ordered to restore the status quo ante within 30 days, i.e., resume paying employees represented by the Association in accordance with the practice existing prior to the 1979-80 school year and negotiate in good faith with the Association regarding any proposed changes in pay date schedule.

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.

STATE OF NEW JERSEY
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Appearances:

For the Lawrence Township Board of Education
Barbour & Costa, Esqs.
(John T. Barbour, Esq.)

For the Cedarville Teachers Association
Selikoff & Cohen, Esqs., P.A.
(Joel S. Selikoff, Esq.)

HEARING EXAMINER'S RECOMMENDED
REPORT AND DECISION

An Unfair Practice Charge was filed with the Public Employment Relations Commission (hereinafter the "Commission") on October 24, 1979 by the Cedarville Teachers Association (hereinafter the "Charging Party" or the "Association") alleging that the Lawrence Township Board of Education (hereinafter the "Respondent" or the "Board") had engaged in unfair practices within the meaning of the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13A-1 et seq. (hereinafter the "Act"), in that the Respondent on August 8, 1979 unilaterally and without negotiations with the Charging Party adopted a new schedule of pay dates for the 1979-80 school year, which altered 12 years of past practice to the contrary and which resulted in employees having their pay held back from one to five additional days, all of which is alleged to be a violation of N.J.S.A.

34:13A-5.4(a)(1) and (5) of the Act. ^{1/}

It appearing that the allegations of the Unfair Practice Charge, if true, may constitute unfair practices within the meaning of the Act, a Complaint and Notice of Hearing was issued on March 21, 1980. Pursuant to the Complaint and Notice of Hearing a hearing was held on July 2, 1980 ^{2/} in Trenton, New Jersey, at which time the parties were given an opportunity to examine witnesses, present relevant evidence and argue orally. Both parties argued orally and thereafter filed post-hearing briefs by September 15, 1980 following the granting of two requests for extensions of time.

An Unfair Practice Charge having been filed with the Commission, a question concerning alleged violations of the Act, as amended, exists and, after hearing, and after consideration of the oral argument and post-hearing briefs of the parties, the matter is appropriately before the Commission by its designated Hearing Examiner for determination.

Upon the entire record, the Hearing Examiner makes the following:

FINDINGS OF FACT

1. The Lawrence Township Board of Education is a public employer within the meaning of the Act, as amended, and is subject to its provisions.
2. The Cedarville Teachers Association is a public employee representative within the meaning of the Act, as amended, and is subject to its provisions.

^{1/} These Subsections prohibit public employers, their representatives or agents from:

"(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this Act.

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

^{2/} The delay in the holding of the hearing was due initially to conflicting schedules and thereafter was due to the change of counsel by the Respondent in May 1980.

3. The Association has been the collective negotiations representative for a unit of all certified teaching personnel for several years and the most recent collective negotiations agreement was effective during the term July 1, 1978 through June 30, 1980 (J-1).^{3/}

4. A schedule of the pay dates for all employees of the Board, and the pay periods covered thereby, for the years 1975-1979 was received in evidence as Exhibit J-2.

5. At the July 1979 public meeting of the Board members of the Board discussed the subject of a change in the pay dates for the 1979-80 school year but took no formal action. No officer of the Association was present at this meeting.^{4/}

6. Following a caucus by Board members at the Board's public meeting on August 8, 1979, the Board unanimously adopted a "payroll schedule for all employees" for the 1979-80 school year (CP-1). A copy of the adopted "pay date" schedule was attached to the minutes of the August 8, 1979 Board meeting and was received in evidence as Exhibit J-3. Association Vice-President Chambers attended the August 8, 1979 Board meeting, along with one other teacher, neither of whom addressed the Board in connection with the Board's unanimous adoption of a change in the payroll schedule.

7. Chambers testified without contradiction that during her seven years of employment as a teacher since 1973 teachers have always been paid twice per month in equal installments and have received their check on or before the end of

^{3/} The Hearing Examiner finds that there is no provision in the current collective negotiations agreement which is pertinent to the dispute raised by the Unfair Practice Charge.

^{4/} The Hearing Examiner credits the denial by Association Vice-President Jane M. Chambers that she did not attend the July 1979 Board meeting.

the pay period. ^{5/}

8. Following a faculty meeting and a public Board meeting on September 4, 1979 the first pay period for September was changed from September 15 to September 14, due to complaints of teachers and, additionally, the fact that September 15 fell on a Saturday.

9. Following a public Board meeting on September 17, 1979 the Board accommodated further complaints of teachers regarding the pay date schedule by changing the October 5 pay date to October 1 and the October 19 pay date to October 17 (CP-2).

10. Following a Board meeting on April 21, 1980 the pay dates for May and June 1980 were changed respectively from May 5 and June 5 to May 2 and June 2 and from May 20 and June 20 to May 17 and June 17. ^{6/} All employees of the Board were notified of the April 21, 1980 action of the Board by a memo dated April 22, 1980 (CP-3). The President of the Association was also notified of the Board's action of April 21, 1980 in a memo from the Administrative Principal under date of April 22, 1980 (CP-4).

11. In accordance with the provisions of the 1978-80 collective negotiations agreement (J-1), the parties commenced negotiations for a successor agreement in October 1979. There have been eight (8) negotiations sessions since October 1979. Neither the Association nor the Board has submitted a proposal or counterproposal in these negotiations on the subject matter of the instant Unfair Practice Charge, i.e., the Board's unilateral change in pay dates for the 1979-80 school year.

12. Following the Association's filing of the instant Unfair Practice Charge an exploratory conference was held with a Commission representative in January 1980,

^{5/} An examination of J-3, exclusive of six subsequent changes which will be referred to hereinafter, indicates that with the exception of the first pay date, September 15, all pay dates for the school year 1979-80 occurred after the end of the pay period.

^{6/} The six changes made by the Board in the pay date schedule are indicated in "ink" on J-3.

at which time the parties acceded to a suggestion of the Commission representative that they meet informally through designated representatives in an effort to resolve amicably the instant dispute. Thereafter, under date of January 23, 1980, the Board's Secretary wrote to the President of the Association advising, in part, as follows: "The Board has been advised that such a meeting can be held without prejudice to the position of either party in the pending proceeding and that a meeting could take place between a Committee of your Association and of the Board but without other representation by either party..." (CP-6) (Emphasis supplied).

13. Thereafter two meetings of the parties were held, one in February 1980 and a second in March 1980, at which the representatives of the parties discussed the pay date dispute. The Board representatives agreed to go as far as making changes in the May and June 1980 pay dates. The Association representatives' position was that the pay dates should be the 15th and 30th of each month. At the conclusion of the second meeting in March 1980 the Association representatives indicated that there was no further purpose in meeting again, and there have been no subsequent meetings.

14. A specimen Employment Contract for non-tenured teachers was received in evidence as Exhibit R-2. It is undisputed that the Association has never sought to negotiate changes in the language of the said Employment Contract.

THE ISSUE

Did the Respondent Board violate the Act when on August 8, 1979 it unilaterally and without negotiations with the Association changed the pay date schedule for employees represented by the Association for the 1979-80 school year?

DISCUSSION AND ANALYSIS

The Respondent Board Violated The Act, As Alleged, When On August 8, 1979 It Unilaterally Changed The Pay Date Schedule For Employees Represented By The Association For The 1979-80 School Year Without Collective Negotiations With The Association

The Hearing Examiner initially finds and concludes that the day on which employees are to receive their pay checks from the public employer is a mandatorily negotiable term and condition of employment: College of Medicine and Dentistry, P.E.R.C. No. 77-35, 3 NJPER 70 (1977); Garfield Public Schools Board of Education, P.E.R.C. No. 80-67, 5 NJPER 542 (1979); and City of Paterson, P.E.R.C. No. 80-68, 5 NJPER 543 (1979).

The Respondent's affirmative defense that pay dates are not negotiable due to the constraints of N.J.S.A. 18A:27-6 is rejected inasmuch as this statutory provision with respect to the payment of salaries sets minimums and maximums which "...permit a public employer to exercise a certain measure of discretion, (and) have only a limited preemptive effect on collective negotiation and agreement..." See State v. State Supervisory Employees Association, 78 N.J. 54, 81 (1978).

Having concluded that the employees' pay date is a mandatorily negotiable term and condition of employment, notwithstanding the provisions of N.J.S.A. 18A:27-6, the next question is whether or not, in the absence of any provision covering pay dates in the instant collective negotiations agreement of the parties, there existed an established past practice with respect to pay dates. The Hearing Examiner finds and concludes that there was an established past practice, namely, (1) that in each of the 12 school years preceding 1979-80 the Respondent's teaching personnel received pay checks twice each month during the school year (see Para. 4 of C-1 and C-2) and (2) that since at least 1973 teachers have always been paid twice a month in equal installments and have received their checks on or before the end of the pay period for which services were rendered (see Finding of Fact No. 7, supra, and J-2). Thus, this established past practice constituted a term and condition of employment of Respondent's employees repre-

sented by the Association: see New Brunswick Board of Education, P.E.R.C. No. 78-47, 4 NJPER 84 (1978), aff'd. App. Div. Docket No. A-2450-77 (1979) and Hudson County Board of Chosen Freeholders, P.E.R.C. No. 78-48, 4 NJPER 87 (1978), aff'd. App. Div. Docket No. A-2444-77 (1979).

Having found and concluded that the subject matter of the instant dispute is mandatorily negotiable and that it is a term and condition of employment for Respondent's teaching personnel represented by the Association by virtue of past practice, a related question is whether or not the Respondent may unilaterally change the pay date schedule during the term of the operative collective negotiations agreement without first negotiating in good faith with the Association and, absent impasse, obtaining its agreement to the change. The Hearing Examiner here refers to the Commission's decision in New Brunswick Board of Education, supra, where the Commission said:

"...Where, during the term of an agreement, a public employer desires to alter an established practice governing working conditions...the employer must first negotiate such proposed change with the employees' representative prior to its implementation..." (4 NJPER at 85)(Emphasis supplied).

Further, the Commission said in New Brunswick that the:

"...unilateral alteration of an existing term and condition of employment during the term of an agreement constituted an unfair practice complete in itself..." (4 NJPER at 85)(Emphasis supplied).

Applying the foregoing to the facts of the instant case, the Hearing Examiner finds and concludes that the Board on August 8, 1979 committed an unfair practice within the meaning of Subsection (a)(5) of the Act ^{7/} when it unanimously adopted the pay date schedule for the 1979-80 school year without good faith negotiations with the Association and, absent impasse, obtaining the agreement of the Association to the proposed change prior to implementation. In other words, it was the Board's obligation to

^{7/} The Board also derivatively violated Subsection (a)(1) of the Act: Galloway Township Board of Education, P.E.R.C. No. 77-3, 2 NJPER 254, 255 (1976).

negotiate the proposed change "...prior to implementation..." and, further, the Association "...was under no obligation to request negotiations subsequent to the Board's unilateral action..."^{8/}

Finally, there remains this disposition of the Board's argument that negotiations with the Association did in fact occur, both before and after the filing of the instant Unfair Practice Charge on October 24, 1979, and that, having negotiated, the Board has fulfilled its negotiations obligation and the Association has waived any further right to collective negotiations on the instant subject matter. It is first noted that the parties commenced negotiations for a successor agreement by October 1979 and that, as of the date of the hearing, July 2, 1980, there had been eight negotiations sessions with neither party having submitted a proposal or counter-proposal with respect to the Board's unilateral change in pay date for the 1979-80 school year (see Finding of Fact No. 11, supra).^{9/} Further, the Board and the Association did not engage in collective negotiations with respect to the instant dispute when, as a result of attending an exploratory conference with a Commission representative in January 1980, representatives of the parties thereafter met in February and March 1980 in settlement discussions on the pay date dispute. Clearly, these meetings were conducted without prejudice and the Board confirmed this fact in a letter dated January 23, 1980 (see CP-6 and Findings of Fact Nos. 12 and 13, supra). The Hearing Examiner is fully satisfied that this final conclusion is correct and is consistent with the Commission's

8/ See New Brunswick Board of Education, supra (4 NJPER at 85) and Hudson County Board of Chosen Freeholders, supra.

9/ The Hearing Examiner rejects the Board's contention that negotiations took place prior to the filing of the instant Unfair Practice Charge by virtue of a Mr. Felmey, the Grievance Committee Chairman of the Association, having appeared at a September 17, 1979 public meeting of the Board and spoken on behalf of himself and other teachers with respect to the pay date issue. It is noted further that Donna Menz has been the Chairman of the Association's Negotiating Committee for the past five agreements covering eight years and the Board was clearly aware of this on and after August 8, 1979.

decision in City of Orange, P.E.R.C. No. 79-10, 4 NJPER 420, 421 (1978).

The Hearing Examiner having found that the Respondent Board's conduct herein constitutes a violation of Subsections (a)(1) and (5) of the Act an appropriate affirmative order will be recommended hereinafter.

* * * * *

Based upon the foregoing, and the entire record in this case, the Hearing Examiner makes the following:

CONCLUSIONS OF LAW

The Respondent Board violated N.J.S.A. 34:13A-5.4(a)(1) and (5) when the Board on August 8, 1979 unilaterally and without negotiations with the Association altered a term and condition of employment of its employees in the unit represented by the Association, i.e., changed the pay date practice from that which existed for at least the prior 12 years.

RECOMMENDED ORDER

The Hearing Examiner recommends that the Commission ORDER:

A. That the Respondent Board cease and desist from:

1. Interfering with, restraining or coercing its employees in the exercise of the rights guaranteed to them by the Act, particularly, by unilaterally changing the pay date of employees represented by the Association without prior collective negotiations.

2. Refusing to negotiate in good faith with the Association concerning terms and conditions of employment of employees represented by the Association, in particular, unilateral change in the pay date schedule for the 1979-80 school year.

B. That the Respondent Board take the following affirmative action:

1. Within thirty (30) days hereof, restore the status quo ante with

respect to the pay date schedule of employees represented by the Association, namely, resume paying said employees twice per month in equal installments on or before the end of the pay period, and thereafter negotiate any proposed change in pay date schedule with the Association prior to implementation.

2. Post at all places where notices to employees are customarily posted copies of the attached notice marked Appendix "A." Copies of such notice, on forms to be provided by the Commission, shall be posted immediately by the Respondent Board upon receipt thereof and after being signed by the Respondent's authorized representative, shall be maintained by it for a period of at least sixty (60) consecutive days thereafter. Reasonable steps shall be taken by the Respondent Board to insure that such notices are not altered, defaced or covered by other material.

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

Dated: September 19, 1980
Trenton, New Jersey



Alan R. Howe
Hearing Examiner

NOTICE TO ALL EMPLOYEES

PURSUANT TO

AN ORDER OF THE

PUBLIC EMPLOYMENT RELATIONS COMMISSION

and in order to effectuate the policies of the

NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT,

AS AMENDED

We hereby notify our employees that:

WE WILL NOT interfere with, restrain or coerce our employees in the exercise of the rights guaranteed to them by the Act, particularly, by unilaterally changing the pay date schedule of employees represented by the Association without prior collective negotiations.

WE WILL negotiate in good faith with the Association concerning the terms and conditions of employment of employees represented by the Association, in particular, any proposed change in the pay date schedule of said employees.

WE WILL, within thirty (30) days hereof, restore the status quo ante with respect to the pay date schedule of employees represented by the Association, namely, resume paying said employees twice per month in equal installments on or before the end of the pay period, and thereafter negotiate any proposed change in pay date schedule with the Association prior to implementation.

LAWRENCE TOWNSHIP 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 Chairman, Public Employment Relations Commission, P.O. Box 2209, Trenton, New Jersey 08625 Telephone (609) 292-6780