

P. E. R. C. NO. 87-4

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

ANDOVER REGIONAL BOARD
OF EDUCATION,

Respondent,

-and-

Docket No. CO-85-27-67

ANDOVER REGIONAL EDUCATION
ASSOCIATION,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission holds that the Andover Regional Board of Education violated the New Jersey Employer-Employee Relations Act when it unilaterally increased the workload of certain teachers by requiring them to teach an additional conventional instructional period in the place of previously assigned supplemental instruction and library supervision. The Commission further holds, however, that the Board did not violate the Act when it substituted a conventional instructional period for the previously assigned mini-course.

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Charging Party.

Appearances:

For the Respondent, Cassetta & Taylor
(Raymond A. Cassetta, Consultant)

For the Charging Party, Ruhlman, Butrym & Friedman, Esqs.
(Mary Jane Cullen, of Counsel)

DECISION AND ORDER

On August 1, 1984, the Andover Regional Education Association ("Association") filed an unfair practice charge against the Andover Regional Board of Education ("Board"). The charge alleges the Board violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. ("Act"), specifically subsections 5.4(a)(1) and (5),^{1/} when it unilaterally increased

^{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."

the workload of seventh and eighth grade teachers by assigning them one additional instructional period a day.

On November 9, 1984, a Complaint and Notice of Hearing issued. On November 19, 1984, the Board filed its Answer. It denied that the work schedule assignments increased the seventh and eighth grade teachers' workload.

On March 18 and 19, 1985, Hearing Examiner Richard C. Gwin conducted a hearing. The parties examined witnesses, introduced exhibits and argued orally. They also filed briefs.

On January 7, 1986, the Hearing Examiner issued his report and recommended decision. H.E. No. 86-30, 12 NJPER 118 (¶17046 1986). He found that the Board violated subsections 5.4(a)(5) and, derivatively, (a)(1) of the Act when it assigned teachers an additional conventional instructional period each day. The Hearing Examiner found that this increased teachers' workload and rejected the Board's managerial prerogative and contract defenses.

On January 31, 1986, after receiving an extension of time, the Board filed exceptions. It contends the Hearing Examiner erred in concluding that the Board increased the teachers' workload, asserting that (1) there was no increase in the number of students taught; (2) fewer preparations were assigned; and (3) fewer grade levels were assigned.

We have reviewed the record. The Hearing Examiner's findings of fact (pp. 3-7) are accurate. We adopt and incorporate them here.

For the 1984-1985 school year, the Board required seventh and eighth grade teachers to teach one additional conventional instructional period per day. They did this by eliminating these teachers' previously assigned mini-course, supplemental instruction and library supervision assignments. The issue we are faced with is whether these changes amounted to unilateral increases in workload proscribed by subsections 5.4(a)(5) and (a)(1).

We hold, in agreement with the Hearing Examiner, that the unilateral change from the supplemental instruction, where the teacher had merely assisted the teacher of the perceptually impaired, violated the Act. This situation falls squarely within our decision in Dover Bd. of Ed., P.E.R.C. No. 81-110, 7 NJPER 161 (¶12071 1981), aff'd App. Div. Docket No. A-3380-80T2 (3/16/82). We also agree that the change from a non-teaching library supervision assignment to the conventional instructional assignment was a unilateral increase in workload proscribed by subsections 5.4(a)(5) and (a)(1). Our law is settled that a change from a non-teaching supervisory duty period to a conventional instructional period is mandatorily negotiable. Bridgewater-Raritan Regional Board of Education, P.E.R.C. No. 83-102, 9 NJPER 104, 106 (¶14057 1983); Buena Reg. Bd. of Ed., P.E.R.C. No. 79-63, 5 NJPER 123 (¶10071 1979).

We view differently the change from mini-courses to conventional instructional periods. Among the mini-courses taught were "public speaking," "general art survey," "contemporary literature," "computer math," "creative writing" and "chorus." In

1984-1985, these "mini-courses" were replaced with conventional instructional periods. We do not believe that this change amounted to an increase in workload sufficient to trigger the negotiations obligation. There was no increase in teaching assignments or a substitution of a teaching assignment for a non-teaching assignment or duty-free time. Compare, e.g. Buena Regional (unilateral increase in teaching period violates the Act); Ramsey Bd. of Ed., P.E.R.C. No. 85-119, 11 NJPER 372 (¶16133 1985), aff'd App. Div. Docket No. A-4836-8472 (2/6/86) (increase in teacher preparations is mandatorily negotiable); Deptford Tp. Bd. of Ed., P.E.R.C. No. 86-54, 11 NJPER 706 (¶16244 1985) (increase in pupil contact time is mandatorily negotiable); Wanaque Borough Dist. Bd. of Ed., P.E.R.C. No. 80-13, 5 NJPER 414 (¶10216 1979) and City of Bayonne Bd. of Ed., P.E.R.C. No. 80-58, 5 NJPER 499 (¶10255 1979), aff'd App. Div. Docket No. A-954-79, certif. den. 87 N.J. 310 (1981). In contrast, we do not see this case as involving such an increase. Rather, it predominantly involves the Board's decision to assign one form of instructional duties for another. Such a unilateral decision, under these circumstances, does not violate the Act. See Linden Bd. of Ed., P.E.R.C. No. 84-137, 10 NJPER 349 (¶15162 1984); Wanaque Borough Dist. Bd. of Ed., P.E.R.C. No. 82-54, 8 NJPER 26, 27 (¶13011 1981). See generally, Caldwell-W. Caldwell v. Caldwell-W. Caldwell Bd., 180 N.J. Super. 440 (App. Div. 1981).

We adopt the Hearing Examiner's remedial order except that portion requiring the posting of a notice. In view of the limited violation, we believe that this opinion is sufficient to apprise the parties of the means the Board must take to remedy its unilateral action. We also need not order restoration of the status quo. The Hearing Examiner did not order it and the Association has not excepted to the remedy. We fully expect the parties to negotiate concerning the increases.

ORDER

The Andover Regional Board of Education is ordered to:

A. Cease and Desist From:

1. Interfering with, restraining or coercing its employees in the exercise of the rights guaranteed to them by the Act, specifically by increasing the workload of its seventh and eighth grade teachers without negotiating with their majority representative, the Andover Regional Education Association.

2. Refusing to negotiate in good faith with the Association concerning terms and conditions of employees, specifically the workload and related compensation of seventh and eighth grade teachers.


B. Take the following affirmative action:

1. Negotiate in good faith concerning the increase in workload and related compensation.

2. In the future, negotiate in good faith before changing the workload of its teachers.

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

BY ORDER OF THE COMMISSION


James W. Mastriani
Chairman

Chairman Mastriani, Commissioners Johnson, Smith and Wenzler voted in favor of this decision. Commissioners Hipp and Reid were not present.

DATED: Trenton, New Jersey
July 24, 1986
ISSUED: July 25, 1986

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

In the Matter of

ANDOVER REGIONAL BOARD OF
EDUCATION,

Respondent,

-and-

Docket No. CO-85-27-67

ANDOVER REGIONAL EDUCATION
ASSOCIATION,

Charging Party.

SYNOPSIS

A Hearing Examiner concludes that the Andover Regional Board of Education violated subsections 5.4(a)(5) and, derivatively, 5.4(a)(1) of the Act by unilaterally increasing the workload of seventh and eighth grade teachers. The Board replaced library supervision, supplemental instruction and a class referred to as a "mini-course" with a conventional instruction period. The Hearing Examiner rejects a contract defense.

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.

H. E. No. 86-30

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Appearances:

For the Respondent
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(Raymond A. Cassetta, Consultant)

For the Charging Party
Ruhlman, Butrym & Friedman, Esqs.
(Mary Jane Cullen, Esq.)

HEARING EXAMINER'S
RECOMMENDED REPORT AND DECISION

On August 1, 1984, the Andover Regional Education Association ("Association") filed an unfair practice charge with the Public Employment Relations Commission ("Commission") alleging that the Andover Regional Board of Education ("Board") violated subsections 5.4(a)(1) and (5) of the New Jersey Employer-

Employee Relations Act, N.J.S.A. 34:13A-1 et seq. ("Act").^{1/} The Association alleges that in May, 1984, the Board unilaterally increased the daily workload of seventh and eighth grade teachers from five to six class periods. The charge states that the Board refused to negotiate, "the increase in number of class periods, workload...[or] preparation time" (C-1).

On August 22, 1984 the Board filed a statement of position denying that it added an instruction period to the teaching load of seventh and eighth grade teachers. The Board asserts that it merely changed the content of existing teaching periods and that seventh and eighth grade teachers have the same workload as other teachers in the district. The Board states that its purpose was to assign teachers within their areas of certification and eliminate multiple subject area assignments.

On November 9, 1984 a Complaint and Notice of Hearing issued.

On November 19, 1984 the Board requested that its Statement of Position constitute its Answer.

^{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."

A hearing was held on March 18 and 19, 1985. The parties examined witnesses, introduced exhibits and argued orally. The parties filed briefs and reply briefs. I received the last reply brief on August 5, 1985.

Upon the entire record, I make the following:

FINDINGS OF FACT

- 1) The Board is a public employer within the meaning of the Act and is subject to its provisions.
- 2) The Association is a public employee representative within the meaning of the Act and is subject to its provisions.
- 3) The Andover Regional District operates two schools: Long Pond School, containing grades K-4; and Florence M. Burd School, containing grades 5-8. The seventh and eighth grades are departmentalized -- students change classrooms for each subject. The fifth grade is self-contained -- students stay with the same teacher in the same room all day. The sixth grade is a little of each -- students stay with one teacher for all subjects except math and reading.
- 4) The school day at Florence M. Burd consists of seven 43-minute periods and a lunch break. In 1983-84 (and for the past several years) seventh and eighth grade teachers had five daily conventional instruction periods, a duty-free lunch, a prep, and one of the following: a special activity or "mini-course," a supplemental instruction or a library supervision. In the 1983-84 school year, the weekly workload of seventh and eighth grade

teachers was 25 conventional instruction periods, five preps, two mini-courses and a total of three supplemental instruction or library supervision periods.

5. In May, 1984, during negotiations for a successor to the parties' 1983-1984 collective negotiations agreement, the Board decided to replace mini-courses, supplemental instruction and library supervision with conventional instruction periods. As a result, the daily workload of seventh and eighth grade teachers is now six conventional instruction periods and one prep. The teachers are now assigned 30 conventional instruction periods and five preps each week.

6. On May 14, 1984, UniServ Field Representative Bernard H. Lelling wrote a letter to the Board requesting that it rescind the new teaching schedules (P-2). Board Secretary Joanne K. Stiff responded (in a letter dated May 24, 1984) that the Board's action was based on educational policy and was permitted by the parties' contract (P-3). On June 7, 1984 Mr. Lelling wrote a letter to the Board President requesting negotiations (P-4). On June 14, 1984 the Board wrote to Mr. Lelling and reaffirmed its position that it had made an educational policy decision that was permitted by the contract (P-5). The subject of schedules was mentioned during the parties' contract negotiations: once by the Board, which presented a proposal conditioned on the withdrawal of the unfair practice charge; and once by the Association, which presented an unanswered proposal for a 5-period day. The parties concluded their negotiations, and agreed to litigate the unfair practice charge (T1 pp. 41-43).

7. The parties' 1983-84 collective agreement provides in Article VII B that:

To the extent possible within the limits of facilities and staff, the Board will provide one planning period per day per teacher. In any event, the Board will provide five planning periods per week. This period will be the same length of time as the special activity period which the students are attending.

8. In 1983-84 seventh and eighth grade teachers were assigned two "mini-courses" each week. "Mini-courses" were Principal Idella's idea. They replaced club activities, which were less academically oriented and apparently caused some disciplinary problems. Principal Idella asked seventh and eighth grade teachers to select a subject that they were familiar with and enjoyed and that was more academic than their club activities.

9. Karen Stacy, an English and reading teacher, selected public speaking as her mini-course for the 1983-84 school year. (Her club activities in prior years had been drama and newspaper.) In her public speaking mini-course, Stacy's students played charades, did improvisations and debated. Her preparation for the course was minimal -- approximately 15 minutes for an entire quarter. She did not make specific entries in her planning book for the course. She gave no tests. She did not grade papers. Students received a grade of satisfactory, unsatisfactory or outstanding based on attendance and attitude rather than academic performance. During the first quarter of the 1983-84 year she had four students in her mini-course. In the second and third quarters, she had less than ten students. In the fourth quarter, she had ten to twelve. (T1, pp. 15-19)

In 1983-84 Stacy also had three supplemental instruction periods each week. During these periods she was an aide to the resource room teacher and worked with perceptually impaired students, usually on a one-to-one basis. Typically, the student had a project to work on and, if he got stuck, Stacy helped him. Stacy did no grading, did not meet with parents and did not have to prepare for the supplemental instruction. (Transcript 1, pp. 10-12, 21-22)

The balance of Stacy's 1983-84 schedule consisted of five conventional classes and a prep. Each day she taught one seventh grade reading class, two seventh grade English classes, one eighth grade reading class and one eighth grade English class.

Thus, Stacy's weekly schedule in 1983-84 consisted of 25 conventional instruction periods, five preps, two mini-courses and three supplemental instructions.

In 1984-85 Stacy's weekly schedule consisted of 30 periods of conventional classroom instruction and five preps. Each day she taught three seventh grade reading classes (all ability grouped) and three seventh grade English classes (one honors and two heterogeneous sections).

Stacy testified credibly that she has more work to do with six conventional instruction periods. Unlike a reading or English class, the mini-course and supplemental instruction required virtually no preparation. With the additional conventional class, she has papers to mark, compositions to read, information to record, parents to deal with, warning notices to issue and grades to prepare.

10. Marilyn Cotter also teaches English and reading. She has been employed as a teacher by the Board for approximately twelve years. During the 1983-84 school year her schedule consisted of two eighth grade English sections, two eighth grade reading sections, one seventh grade reading section, a creative writing mini-course (two days each week), one supplemental instruction period each week, two periods of library supervision each week, and five prep periods each week. (T1, pp. 73-77).

In the 1984-85 school year Cotter's mini courses, supplemental instruction and library supervision (a total of five class periods each week) were replaced with a conventional instruction period. In 1984-85 Cotter taught four eighth grade reading sections and two eighth grade English sections daily. She also had a prep. (T1, pp. 78-80, J-).

Like Stacy, Cotter testified credibly that she had more work with six conventional instruction periods. She needed little or no time to prepare for the mini-courses, supplemental instruction or library supervision in her 1983-84 schedule.

11. The changes to Stacy and Cotter's schedules are similar to the changes to the schedules of the balance of the seventh and eighth grade teaching staff. (Compare J-1 and J-2).

12. The Board rescheduled its seventh and eighth grade teachers because it wanted to assign the teachers within their major areas of certification and eliminate multiple subject assignments. (T1, pp. 64, 72, 94-102).

Analysis

The Association claims that the Board increased the teachers' workload without negotiation.

The Board answers that it merely changed the content of existing teaching periods and that its decision to reschedule the teachers was based on educational policy and was permitted by the parties' contract.

N.J.S.A 34:13A-5.3 provides that:

proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

The issue of teacher workload is mandatorily negotiable.

Burlington Co. College Faculty Ass'n v. Bd. of Trustees, 64 N.J. 10 (1973); Red Bank Bd. of Ed. v. Warrington, 138 N.J. Super. 564 (App. Div. 1976); In re Byram Twp. Bd. of Ed., 152 N.J. Super. 12 (App. Div. 1977); In re Maywood Ed. Assn., 168 N.J. Super. 45 (App. Div. 1979), pet. for certif. den. 81 N.J. 292 (1979); In re Kingwood Twp. Bd. of Ed., v. Kingwood Twp. Ed. Assn., App. Div. Dkt. No. A-1414-84T7 (Nov. 25, 1985); In re City of Bayonne Bd. of Ed., P.E.R.C. No. 80-58, 5 NJPER 499 (¶10255 1979), aff'd App. Div. A-95-79 (1980), pet. for certif. den. 87 N.J. 310 (1981); In re Newark Bd. of Ed., P.E.R.C. No. 79-38, 5 NJPER 41 (¶10026 1979), aff'd App. Div. Dkt. No. A-2060-78 (2/20/80); In re Dover Bd. of Ed., P.E.R.C. No. 81-110, 7 NJPER 161 (¶12071 1981) aff'd App. Div. Dkt. No. A-3380-80T2 (3/16/82); In re Wanaque Borough Dist. Bd. of Ed., P.E.R.C. No. 80-13, 5 NJPER 414 (¶10216 1979); In re Wanaque

Borough Dist. Bd. of Ed., P.E.R.C. No. 82-54, 8 NJPER 26 (¶13011 1981); In re Wharton Bd. of Ed., P.E.R.C. No. 83-85, 8 NJPER 570 (¶13262 1982); In re East Newark Bd. of Ed., P.E.R.C. No. 83-123, 8 NJPER 373 (¶13171 1982); In re Bridgewater-Raritan Reg. Bd. of Ed., P.E.R.C. No. 83-102, 9 NJPER 104 (¶13057 1982); In re Lincoln Park Bd. of Ed., P.E.R.C. No. 85-54, 10 NJPER 647 (¶15312 1984); In re Buena Regional School District, P.E.R.C. No. 86-3, 11 NJPER ____ (¶ ____ 1985); In re Kingwood Township Bd. of Ed., PERC No. 86-85, 11 NJPER ____ (¶ ____ 1985). That an increase in workload results from the substitution of a teaching period for a duty period (as opposed to a duty-free period) does not relieve the employer of its obligation to negotiate. In re Buena Regional Bd. of Ed., P.E.R.C. No. 79-63, 5 NJPER 123 (¶10071 1979); In re Buena Regional School District, P.E.R.C. No. 86-3, 11 NJPER ____ (¶ ____ 1985). The Commission and the Courts have repeatedly held that an increase in pupil contact time or workload, as a result of the substitution of one form of duty for another, is a mandatorily negotiable term and condition of employment. In re Bridgewater-Raritan, supra, 9 NJPER at 106 and cases cited there.

The Commission has specifically ruled in the Buena Regional cases cited above that the substitution of a teaching period for a non-teaching supervisory duty period must be negotiated. In its 1979 Buena Regional decision the Commission explained that:

Whether the change is from a non-teaching, supervisory duty period or a preparation period, there is still a net increase in the number of teaching periods per day. The Commission doubts

that the Board would seriously contest that a teaching period, in itself, requires more work than either a preparation period or a non-teaching supervisory duty period. The additional teaching period, unlike the other types of duty, generates further precedent and subsequent work in terms of additional class preparation, correction of tests and homework, preparation of report cards, other administrative paper work, etc. Accordingly, the Commission concludes that any decision which would result in a change in the number of classroom teaching periods per day must be negotiated as it directly relates to workload. In re Buena Reg. Bd. of Ed., P.E.R.C. No. 79-63, 5 NJPER at 124.

In the same Buena Regional case, the Commission responded to the Board's argument that the change involved basic educational policy:

"...[T]he present decision does not interfere with the Board's right to decide to increase pupil instructional time. However, once the Board decides to implement this decision by increasing the number of classroom teaching periods per day there is a change in workload which is mandatorily negotiable. The crucial point is that the Board still retains the ability to accomplish its objective of increasing pupil instructional time through numerous other methods, including the hiring of additional teachers, which do not affect the working conditions (i.e., workload) of its employees. The Board also is free to propose as a mandatorily negotiable subject of change from a duty period to an additional teaching period in negotiations for a successor agreement and has no obligation to give in on this point. Ibid.

The Buena Regional cases support a finding that the Board had a duty to negotiate the increase in workload incurred by the substitution of a conventional instruction period for library supervision (absent a contractual right to make the change). Like the Buena Regional cases, this decision does not interfere with the Board's asserted managerial prerogative. The Board retains its

right to reassign its seventh and eighth grade teachers within their areas of certification. It must, however, negotiate any increase in workload resulting from the new schedules.

For the same reasons, the replacement of mini-courses and supplemental instruction with a conventional instruction period is a negotiable increase in workload. The record demonstrates convincingly that Stacy and Cotter have more work to do teaching six rather than five English or reading classes. The sixth reading or English class requires preparation, test and homework grading, report card marking, and other administrative paper work, none of which is necessary for the mini-course or supplemental instruction.

The Board characterizes the mini-courses and supplemental instruction as teaching periods and argues that the substitution of a conventional instruction period is a change in degree not kind. The Association characterizes the mini-courses and supplemental instruction as supervisory duty periods and relies on Commission case law finding negotiable the replacement of a teaching period for a duty period.

I conclude, based on the cases cited at pp. 8, 9, supra, and my review of the record in this case, that mini-courses and supplemental instruction cannot be characterized as supervisory duty periods or as conventional teaching periods. They are unique forms of duty which cannot be pigeonholed as "teaching" or "non-teaching". The negotiations obligation here, however, does not turn on the label attached to the duties but on whether the change

increased pupil contact time or workload. The record demonstrates that the substitution of a conventional instruction period for mini-courses and supplemental instruction (and library supervision) increased workload.

In response to the Board's contract defense, I conclude that the parties' contract does not authorize a unilateral uncompensated workload increase. No contractual clause explicitly authorizes the action and I will not infer such authorization by negative implication from Article VII B, which merely guarantees teachers five planning periods per week. A contractual waiver of a majority representative's right to negotiate will not be found unless a unilateral change is clearly, unequivocally and specifically authorized. Red Bank Reg. Ed. Assn. v. Red Bank Reg. H.S. Bd. of Ed., 78 N.J. 122, 40 (1978), In re Willingboro Bd. of Ed., PERC No. 86-76, 11 NJPER _____ (¶ _____ 1985), slip op. at pp. 6-7; In re Buena Regional, PERC No. 86-3, 11 NJPER _____ (¶ _____ 1985), slip. op. at p. 5 _____; In re Deptford Bd. of Ed., PERC No. 81-78, 7 NJPER 35 (¶12015 , 1980).

Accordingly, I make the following:

Conclusion of Law

The Board violated subsections 5:4(a)(5) and, derivatively, 5.4(a)(1) by its refusal to negotiate the increase in workload and related compensation resulting from the rescheduling of its seventh and eighth grade teachers.

Recommended Order

I recommend that the Commission ORDER the Andover Regional Board of Education to:

A. Cease and Desist From:

1. Interfering with, restraining or coercing its employees in the exercise of the rights guaranteed to them by the Act, specifically by increasing the workload of its seventh and eighth grade teachers without negotiating with their majority representative, the Andover Regional Education Association.

2. Refusing to negotiate in good faith with the Association concerning terms and conditions of employees, specifically the workload and related compensation of seventh and eighth grade teachers.

B. Take the following affirmative action:


1. Negotiate in good faith concerning the increase in workload and related compensation.

2. In the future, negotiate in good faith before changing the workload of its teachers.

3. Post in all places where notices to employees are customarily posted, copies of the attached notice marked as Appendix "A". Copies of such notice, on forms to be provided by the Commission, shall be posted immediately upon receipt thereof, and, after being signed by the Respondent's authorized representative, shall be maintained for a period of at least sixty (60) consecutive days. Reasonable steps shall be taken by the Respondent to ensure

that such notices are not altered, defaced or covered by other material.

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


Richard C. Gwin
Hearing Examiner

Dated: January 7, 1986
Trenton, New Jersey

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, specifically by increasing the workload of the seventh and eighth grade teachers without negotiating with their majority representative, the Andover Regional Education Association.

WE WILL cease and desist from refusing to negotiate in good faith with the Association concerning terms and conditions of employment, specifically the workload and compensation of seventh and eighth grade teachers.

WE WILL negotiate in good faith concerning the increase in workload and related compensation of the seventh and eighth grade teachers and, in the future, will negotiate before changing the workload of teachers.

ANDOVER REGIONAL 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 James Mastriani, Chairman, Public Employment Relations Comm., 495 West State Street, Trenton, New Jersey 08618 (609) 292-9830