

P.E.R.C. NO. 96-74

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

IRVINGTON BOARD OF EDUCATION,

Respondent,

-and-

Docket No. CO-H-94-202

IRVINGTON ADMINISTRATORS
ASSOCIATION,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission dismisses a Complaint based on an unfair practice charge filed by the Irvington Administrators Association against the Irvington Board of Education. The charge alleges that the employer violated the New Jersey Employer-Employee Relations Act by unilaterally assigning administrators to supervise a before-school breakfast program without additional compensation. The Commission agrees with the Hearing Examiner that supervision of the breakfast program was part of the administrators' regular work day and not extracurricular. The Board therefore did not violate the Act by unilaterally implementing the uncompensated assignments.

This synopsis is not part of the Commission decision. It has been prepared for the convenience of the reader. It has been neither reviewed nor approved by the Commission.

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IRVINGTON ADMINISTRATORS
ASSOCIATION,

Charging Party.

Appearances:

For the Respondent, Schwartz, Simon, Edelstein, Celso
& Kessler (Joseph R. Morano, of counsel)

For the Charging Party, New Jersey Principals & Supervisors
Association (Wayne J. Oppito, of counsel)

DECISION AND ORDER

On December 27, 1993, the Irvington Administrators
Association filed an unfair practice charge against the Irvington
Board of Education. The charge alleges that the employer violated
the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et
seq., specifically subsections 5.4(a)(1), (5) and (7),^{1/} by

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

unilaterally assigning administrators to supervise a before-school breakfast program without additional compensation.

On June 30, 1994, a Complaint and Notice of Hearing issued. On July 18, the Board filed an Answer denying that it violated the Act. It claims that it exercised its managerial prerogative to assign staff and that the charging party waived any statutory rights it might have by not requesting negotiations.

On March 14, 1995, Hearing Examiner Jonathon Roth conducted a hearing. The parties examined witnesses, introduced exhibits and filed post-hearing briefs.

On July 21, 1995, the Hearing Examiner recommended dismissing the Complaint. H.E. No. 96-2, 21 NJPER 305 (¶26194 1995). He recognized that if supervision of the breakfast program was an extracurricular duty under N.J.S.A. 34:13A-23, the Board would have violated the Act by unilaterally implementing the uncompensated assignments. However, he concluded that supervision of the breakfast program was part of the administrators' regular workday and not extracurricular; their workload had not been substantially increased or their responsibilities significantly changed; and the Association never demanded negotiations over compensation issues.

On August 3, 1995, the Association filed exceptions. It claims that the Hearing Examiner erred in: determining that the breakfast program is not an extracurricular activity; not finding a binding past practice as to the start of the administrators'

workday; and relying on case law before the 1990 amendments to the Act concerning the negotiability of extracurricular assignments. The Association also relies on its post-hearing brief.

On August 30, 1995, the Board filed an answering brief urging adoption of the Hearing Examiner's recommendations. It claims that the principals' supervision of the breakfast program was within their workday and job descriptions; the principals' workday varied based upon the tasks at hand on any given day and there were no contrary past practices; and the 1990 amendments did not make these uncompensated assignments mandatorily negotiable. It also relies on point I of its post-hearing brief.

We have reviewed the record. We incorporate the Hearing Examiner's findings of fact (H.E. at 3-8). We add to finding 10 that Article XXI, Section 3 of the teachers' contract provides that no teacher shall be required to report for duty earlier than 15 minutes before the pupils' school day begins.

A public employer violates its obligation to negotiate in good faith when it unilaterally sets or changes a mandatorily negotiable term and condition of employment. N.J.S.A. 34:13A-5.3; 5.4. The Act was amended in 1990 to make the subject of assignments to extracurricular activities a mandatorily negotiable term and condition of employment. N.J.S.A. 34:13A-23 provides:

All aspects of assignment to, retention in, dismissal from, and any terms and conditions of employment concerning extracurricular activities shall be deemed mandatory subjects for collective

negotiations between an employer and the majority representative of the employees in a collective bargaining unit, except that the establishment of qualifications for such positions shall not constitute a mandatory subject for negotiations....

Principals are teaching staff members covered by the amendment.

Extracurricular activities are defined in N.J.S.A. 34:13A-22 as:

those activities or assignments not specified as part of the teaching and duty assignments scheduled in the regular work day, work week or work year.

"Regular work day, work week or work year" is defined as:

that period of time that all members of the bargaining unit are required to be present and at work.

Given these statutory provisions, this case turns on whether the breakfast program fits within the principals' regular workday or whether the program required them to come to work before their regular workday began. On this record, we agree with the Hearing Examiner that the program was not outside the principals' regular workday. We base this finding on these facts.

Beginning in the spring of 1992, the Board ran a pilot breakfast program in four schools. Student participation was voluntary. Teachers were paid a \$25 per hour stipend to supervise the students and aides cleaned tables.

In August 1992, the program was expanded to all district schools. A 7:55 a.m. to 8:25 a.m. period was suggested, but principals varied the times to meet needs such as clean-up. At one school, the program ran from 7:45 a.m. to 8:30 a.m. when the first

bell rings and students go to their homerooms. Teachers sign in by 8:25 a.m. At another school, the program ran from 7:45 a.m. to 8:25 a.m. when a bell rings for teachers to report to their rooms. At a third school, the program ran from 7:30 a.m. to 7:55 a.m. for juniors and seniors whose school day begins at 8:00 a.m. and from 8:10 a.m. to 8:35 a.m. for freshmen and sophomores whose school day begins at 8:46 a.m. Teachers for juniors and seniors must sign in by 7:45 a.m.

In August 1993, the Board announced that it could no longer afford to pay stipends to teachers supervising the breakfast program. The Board assigned principals and assistant principals to supervise the breakfast program and did not pay them additional compensation.

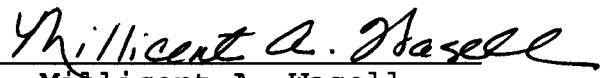
As the Hearing Examiner found, principals do not have a contractually defined workday. Three principals testified that, before the breakfast program assignments, the principals' workday began 15 minutes before the teachers' workday (T20-T21; T32; T50; T67-T68; T73; T142-T144). But other evidence indicates that principals arrived at school between 7:15 a.m. and 7:30 a.m. to conduct parent conferences and before the start of some of the breakfast programs. Although we need not specify exactly when the principals' workday begins, we are not convinced that the evidence shows that the breakfast program fell outside it. As in Irvington Bd. of Ed., P.E.R.C. No. 95-64, 21 NJPER 125 (¶26077 1995), duties that might have been extracurricular for one title in previous years can no longer be viewed as such once they are incorporated into the regular duties and workday of another job title.

Accordingly, we conclude that the Board did not violate the Act when it assigned certain administrators to supervise the before-school breakfast program.

ORDER

The Complaint is dismissed.

BY ORDER OF THE COMMISSION



Millicent A. Wasell
Acting Chair

Acting Chair Wasell, Commissioners Finn, Klagholz, Ricci and Wenzler voted in favor of this decision. Commissioner Buchanan voted against this decision. Commissioner Boose abstained from consideration.

DATED: May 23, 1996
Trenton, New Jersey
ISSUED: May 24, 1996

H.E. NO. 96-2

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

In the Matter of

IRVINGTON BOARD OF EDUCATION,

Respondent,

-and-

Docket No. CO-H-94-202

IRVINGTON ADMINISTRATORS
ASSOCIATION,

Charging Party.

SYNOPSIS

A Hearing Examiner recommends dismissal of a Complaint based on a charge alleging that a public employer unlawfully and unilaterally assigned extracurricular activities to principals without negotiations, pursuant to N.J.S.A. 34:13A-22 and 23. The actions allegedly violate subsections 5.4(a)(1), (5) and (7) of the Act.

The Hearing Examiner determined that the assignment, breakfast program supervision, was not "extracurricular"; that principals are responsible for supervision, and that no demand for compensation was made upon the Board.

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. 96-2

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Appearances:

For the Respondent, Schwartz, Simon, Edelstein, Celso
& Kessler (Nicholas Celso III, of counsel)

For the Charging Party, New Jersey Principals & Supervisors
Association (Wayne J. Oppito, of counsel)

HEARING EXAMINER'S REPORT
AND RECOMMENDED DECISION

On December 27, 1993, the Irvington Administrators Association filed an unfair practice charge against the Irvington Board of Education. The charge alleges that on or about September 1, 1993, the Board unilaterally assigned certain administrators supervision of the school breakfast program for students. The Association contends that after informal discussion and correspondence between the parties, it requested in early October 1993 to meet with the Board about the assignment(s) to the program, which ran from 7:55 - 8:25 a.m. The Board allegedly did not respond. The actions are an alleged unilateral change in terms and conditions of employment or a failure to negotiate in good faith,

violating subsections 5.4(a)(1), (5) and (7)^{1/} of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq.

On June 30, 1994, the Director of Unfair Practices issued a Complaint and Notice of Hearing, and assigned the matter to Hearing Examiner Alan R. Howe.

On July 18, 1994, the Board filed an Answer, admitting some factual allegations and denying others. It also asserts that it exercised a managerial prerogative, that any change is de minimus and that the Association failed to request negotiations, thereby waiving "its right to complain." It denies any violation of the Act.

On November 17, 1994, the Director of Unfair Practices reassigned the matter to me, in light of the retirement of the assigned Hearing Examiner.

On March 14, 1995, I conducted a Hearing at which the parties examined witnesses and presented exhibits. Post-hearing briefs were filed by June 12, 1995.

Upon the record, I make the following:

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

FINDINGS OF FACT

1. The Irvington Board of Education is a public employer within the meaning of the Act. The Irvington Administrators Association is a public employee representative within the meaning of the Act and represents all principals, assistant principals, vice principals, supervisors and directors employed by the Board.

2. The parties' applicable collective negotiations agreement runs from July 1, 1992 - June 30, 1995 (J-1). The Board also negotiates collectively with the Irvington Education Association for a unit of certified teaching personnel (R-1). Article XXI of the teachers agreement states in part that "[n]o teacher shall be required to report for duty earlier than 15 minutes before the opening of the pupils' school day..."

3. In late March 1992, the Board resolved to participate in a breakfast program for public school students (T44; 99; 154). Belinda Smiley, the Board's Human Resources Director, offered unrebutted testimony that Irvington classified a "special needs district,"^{2/} receiving extra dollars to operate the breakfast program (T154). Four schools ran a pilot program between April and June 1992. Student participation was strictly voluntary. One school provides a paid music teacher for the breakfast program (T169). In another school, three teachers were assigned supervision at \$25 per hour each, and two aides cleaned tables (T61).

2/ The "Quality Education Act of 1990," N.J.S.A. 18A:70-1 et seq. defines "special needs districts" generally as those in which 15% or more of at least one thousand pupils in the district are eligible for AFDC (Aid to Families with Dependent Children) benefits N.J.S.A. 18A-7D-1.

4. In August 1992, assistant superintendent Guy Ferri announced at an "administrative council" meeting--attended by all principals, assistant principals, assistant superintendents, supervisors and directors--that the program would expand to all 12 district schools for the 1992-93 term (T61-62; 100). A 7:55-8:25 a.m. period was suggested for the program but at least one principal thought too little time was allotted for clean-up; an earlier start-time was observed (T72-73).

Walter Rusak is principal of the Union Avenue School, which housed grades 7 and 8 before the 1994-95 term (T7-8). In the 1992-93 school year, four teachers supervised about 70-100 students who ate breakfast daily in the cafeteria between 7:45 and 8:30 a.m., when the "first bell" rings for all students to report to homeroom (T10, 11, 26, 27). One aide cleaned tables (T12).

James Washington is principal of Chancellor Avenue School which served breakfast to 80-100 students daily in the 1992-93 school year (T60, 63). Three teachers supervised the program which operated from 7:45 a.m.-8:25 a.m., when a bell rings for teachers to report to their rooms (T64, 65, 66). Two aides cleaned tables.

Anthony Pilone is principal of the Myrtle Avenue School which houses 7th and 8th graders. In 1992-93, Pilone was the high school principal. Breakfast was available to juniors and seniors between 7:30 and 7:55 a.m. and to freshmen and sophomores between 8:10 and 8:35 a.m. (T101, 121). The school day for juniors and seniors began at 8 a.m. and the school day for freshmen and

sophomores began at 8:46 a.m. (T100). Three or four teachers in each shift supervised the program at \$25 per hour each, and janitors cleaned the tables (T101).

5. Smiley recommends personnel actions to the Superintendent (T149-150). Hired in November 1992, Smiley spoke to principals in their offices "as early as 7:30 [a.m.] and as late as 8:00" (T164).^{3/}

In 1992-93, Rusak arrived at his school between 7:15 and 7:30 a.m. to conduct "parent conferences" (T36-37). He left around 4:30 p.m., but conceded he could leave earlier (T40).

Washington normally arrived in his school at 8 a.m.--and left between 5 and 5:30 p.m. (T78, 80).

Pilone arrives at the Myrtle Avenue School between 7:45 and 8:00 a.m. (T123-124). The record does not reveal Pilone's arrival time at the high school in 1992-93.

6. Sometime before the end of 1992-93 school year, the Board subcontracted the food service program to save money. Mariott Corporation was awarded the contract for the 1993-94 term (T167-133). The action saved the Board about \$500,000 (T167).

7. On August 22, 1993, Superintendent Rodgers Lewis and assistant superintendent Ferri conducted an administrative council meeting at which unit employees were informed that budget constraints were forcing the elimination of payments to teachers

^{3/} I take this to mean that Smiley sometimes spoke to principals arriving at their office(s) by 8 a.m.

supervising the breakfast program (T14, 66, 103). Instead, the principals and assistant principals were told, they will be responsible for "on-site" supervision of the program (T14-18, 66, 103, 153). Copies of a memorandum from Ferri to Lewis identifying aide wage costs per school and expenditure caps were distributed (T15, 55; J-2).^{4/} Smiley attended the meeting and heard Superintendent Lewis advising the principals that they were "ultimately responsible for supervision...[and] therefore will be responsible for supervising this program--'you may assign assistant principals to do so or you may do so yourself'" (T153).

8. Rusak and his assistant principal alternately shared supervision of the breakfast program beginning at 7:45 a.m. in the Union Avenue School during the 1993-94 school year. While one supervised the program, the other usually conducted parent conferences (T18, 48-49, 53). One aide cleaned the tables for the 70 to 100 pupils who ate the breakfast daily (T18, 26). Rusak agreed that he is primarily responsible for everything that occurs in the building, including supervision of students (T35). On cross-examination, he was asked;

The truth of the matter is that you are a professional and your responsibilities are professional responsibilities and that you have to be in the building when you have to be in the building, isn't that true?

^{4/} The stipends to teachers cost the District about \$1,100 per day or \$126,000 per year. Subtracting an estimated annual cost of \$13,000 for aides, the District planned to save about \$113,000 by requiring the principals to supervise the program (T160-161).

He answered, "That's correct" [T38].

In 1994-95, no assistant principal was assigned to the Union Avenue School. The building was renovated in the first half-year, forcing Rusak to "load buses from 7-8:30 a.m." so that his students could eat breakfast at another school (T18-19). In January 1995, the breakfast program recommenced at the Union Avenue School (T19).

Principal Washington or the assistant principal supervised the breakfast program in the Chancellor Avenue School during the 1993-94 term (T66, 67, 88). As in 1992-93, the program operated from 7:45 to 8:15 a.m. and students had to leave the cafeteria by 8:25 (T70). Washington now arrives at school at 7:30 a.m. (T78). Under cross examination, he conceded that he could direct the assistant principal to supervise the breakfast program and to leave at 4, rather than 4:30 p.m. (T79-82). He also agreed that he is responsible for everything that occurs in the building and that he can "work well beyond what is expected" (T78, 80).

Principal Pilone was transferred to the Myrtle Avenue School in July 1993 (T103). He or one of his two assistant principals supervised the 1993-94 breakfast program (T103, 117). He arrives at school no later than 8 a.m. and assistant principals arrive no later than 8:10 (T123-124). The record shows the breakfast program, like the latin club, french club and football program, are "volunteer" student activities, occurring "outside" the regular school day (T144-146).

9. Negotiations for the collective agreement extended from April 1992 to January 1994 (T109, 130). Neither the Association nor the Board sought to negotiate compensation for the breakfast program assignments (T110, 132). The Association had sought \$35 per hour to administrators performing work normally assigned to teachers at \$25 per hour (T131).

On September 24, 1993, the Association filed a grievance over the assignment and received no response (T111, 112). The grievance asks that "teachers should again be permitted to work the breakfast program..." (C-1). The grievance did not seek compensation as a remedy. Sometime after September 24, the Association "wrote to the Board" and received no response (T112).

10. Teachers sign in by 8:25 a.m. and that administrators are generally required to be in their buildings not later than fifteen minutes before teachers sign in. In the high school, some teachers sign in by 7:45 a.m. (T20, 21, 46, 47, 73, 127).^{5/} No document memorializes specific start-times (T122).

ANALYSIS

The Association contends that the Board violated the Act by unilaterally assigning unit employees extracurricular activities without prior negotiations. It claims that under the Act's 1990

^{5/} In responding to a hypothetical question, Washington agreed that if students "arrived" at school at 8:30 a.m., teachers would have to sign in by 8:15 (T75).

amendments, N.J.S.A. 34:13A-22 and 23,^{6/} the breakfast program is an extracurricular activity requiring the Board to negotiate before implementation.

N.J.S.A. 34:13A-22 defines extracurricular activities to: include those activities or assignments not specified as part of the teaching and duty assignments scheduled in the regular work day, work week or work year.

N.J.S.A. 34:13A-23 provides, in part:

All aspects of assignment to retention in, dismissal from, and any terms and conditions of employment covering extracurricular activities shall be deemed mandatory subjects for collective negotiations between an employer and the majority representative of the employees in a collective bargaining unit, except that the establishment of qualifications for such positions shall not constitute a mandatory subject for negotiations.

If breakfast program supervision is an extracurricular activity within the Act's meaning, then the Board will have violated the Act by implementing the duty assignment(s) without first negotiating to impasse and no contract provision permits the assignment(s). If, on the other hand, breakfast supervision is not an extracurricular activity within the Act's meaning, then the charge must be dismissed because cafeteria duty assignments are

^{6/} Before 1990, extracurricular appointments and retentions were not mandatorily negotiable or arbitrable. Teaneck Teachers Assn. v. Teaneck Bd. of Ed., 94 N.J. 9 (1983). But in 1990, the Legislature amended N.J.S.A. 34:13A-1 et seq. to overrule that case law.

normally non-negotiable and the Association made no demand to negotiate compensation.

In other words, the "extracurricularness" of the assignment is the threshold issue.

In a recent case between these parties, the Association contended that the assignment of principal duties at the high school's summer school to twelve month assistant principals (rather than to ten month teachers in another unit at a unilaterally-set stipend) was mandatorily negotiable because summer school principal was an extracurricular position. Irvington Bd. of Ed., P.E.R.C. No. 95-64, 21 NJPER 125 (¶26077 1995).

The Commission disagreed. It wrote:

Beginning with the summer of 1993, the Board assigned principal duties at the high school's summer school to twelve month assistant principals as part of their regular duties during their regular work year. While the duties might have been extracurricular in previous years, they could no longer be viewed as such once they were incorporated into the regular duties of the year-round assistant principals (citation omitted). [Id. at 126].

Breakfast program supervision in the 1992-93 school year was extracurricular within the meaning of the Act. Teachers were not contractually required to report for duty until fifteen minutes before the start of the pupils' school day. Except for the high school, the program was operated from 7:45 to about 8:25 a.m., when teachers were normally required to report for duty (8:40 a.m. is the students' late bell). In the high school, breakfast program times

were staggered by class, ending five to ten minutes before the start of the students' day. In all cases, the breakfast program was operated more than fifteen minutes before the start of the pupils' school day.

Student attendance in the program was strictly voluntary and pupils did not sign in or out. Although one time per week in one school a music teacher organized or conducted singing, no student was evaluated for participating. These facts suggest that except for its scheduled times, breakfast program supervision is not essentially different than a volunteer club, meeting after school hours and requiring professional supervision.^{7/}

As the Commission found in Irvington, an extracurricular duty in one year could be changed to a regular duty for other employees in the next year. There, assistant principals were lawfully required to perform "principal" duties (no showing that principal certification was required) during the regular work year.

In this case, no contract provision authorizes the assignment. The narrow issue is whether breakfast program supervision is now part of the principals' (and assistant principals') regular workday.

I recommend that it is.

^{7/} Article XXV(B)(8) of the teachers agreement sets the \$25 per hour stipend
...for summer or other extra compensation (my emphasis)
positions for which no separate stipend has been
negotiated... [R-1].

Unlike teachers, principals and assistant principals have no contractually defined workday. The Association argues that the parties have a "past practice" by which administrators "officially commence their work day fifteen minutes prior to the teachers" (post-hearing brief at 4). The Association produced no document memorializing the practice, and no testimony confirming its observance as a work rule. In 1992-93, all principals arrived at their respective schools between 7:30 and 8 a.m. to perform various administrative tasks, such as parent conferences. The Association does not argue that those early-morning efforts fell outside their regular workday.

In August 1993, the Board suggested a 7:55-8:25 a.m. breakfast program period which the principals rejected in favor of one starting at 7:45 a.m. Principals also conceded that they could leave proportionately earlier on days in which they, rather than their assistant principals supervised the program. This flexibility resists Association efforts to fix the start of the principals workday at 8:10 a.m. One principal agreed that his presence was required whenever it was needed.

The principals also acknowledge their responsibility for supervision in general. In this case, their "duty assignment" is cafeteria supervision. The Commission has found non-negotiable the assignment of supervisors and guidance counsellors to cafeteria duty Union Tp. Bd. of Ed., P.E.R.C. No. 89-50, 14 NJPER 692 (¶19295 1988), aff'd NJPER Supp. 2d (¶189 App. Div. 1989). While cafeteria

supervision may not be the highest use of principals' skills, no evidence indicates it falls beyond their responsibilities or that it caused them to work longer hours. See for example. Caldwell-West Caldwell Bd. of Ed., P.E.R.C. No. 87-137, 12 NJPER 360 (¶18148 1987) (no allegation that employee would have to work longer hours or during duty-free time or have to perform duties outside her job classification). I recommend that the assignment of breakfast program supervision to principals and their assistants is not extracurricular within the meaning of the Act.

Relatively few cases concern assignments to principals. See Irvington Bd. of Ed.; Bloomfield Bd. of Ed., P.E.R.C. No. 93-95, 19 NJPER 242 (¶24119 1993); Woodbridge Tp. Bd. of Ed., P.E.R.C. No. 82-104, 8 NJPER 310 (¶13138 1982). The Commission "recognizes that a principal is a manager obligated to perform many tasks above and beyond a prescribed work day" Bloomfield at 243. In Bloomfield, the Board assigned responsibility for a school to the principal of another school. After listing the many added duties, the Commission concluded upon "unique" facts,

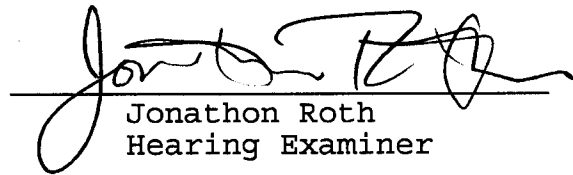
The assignment of those additional duties qualitatively increased [the principal's] responsibilities and so substantially changed the nature of his job responsibilities, that it obligated the Board, after a demand by the Association, to entertain proposals that some financial accomodation be provided. [Id. at 244].

This Association has fallen far short of showing a significant increase in the principals' workload and the evidence does not show a substantial change in the nature of their responsibilities.

Finally, the Commission has often stated that majority representatives have the obligation to demand negotiations on severable issues of compensation. Willingboro Bd. of Ed., P.E.R.C. No. 90-43, 15 NJPER 692 (¶20280 1989); Trenton Bd. of Ed., P.E.R.C. No. 88-16, 13 NJPER 714 (¶18266 1987). The Association never demanded compensation for the breakfast program assignment.

RECOMMENDATION

I recommend that the Commission dismiss the Complaint.^{8/}


Jonathon Roth
Hearing Examiner

Dated: July 21, 1995
Trenton, New Jersey

^{8/} No evidence suggests that the Board violated 5.4(a)(7) of the Act.