P.E.R.C. NO. 94-120

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

MOORESTOWN EDUCATION ASSOCIATION,

Respondent,

-and- Docket No. CE-H-93-10

MOORESTOWN TOWNSHIP BOARD OF EDUCATION,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission finds that the Moorestown Education Association violated the New Jersey Employer-Employee Relations Act by refusing to sign a collective negotiations agreement covering the period July 1, 1992 through June 30, 1995. The language in the final agreement is identical to the language in the Memorandum of Agreement ratified by the parties.

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MOORESTOWN EDUCATION ASSOCIATION,

Respondent,

-and- Docket No. CE-H-93-10

MOORESTOWN TOWNSHIP BOARD OF EDUCATION,

Charging Party.

Appearances:

For the Respondent, Selikoff & Cohen, P.A., attorneys (Steven R. Cohen, of counsel)

For the Charging Party, Cassetta, Taylor & Whalen, consultants (Garry M. Whalen, consultant)

DECISION AND ORDER

On March 2, 1993, the Moorestown Township Board of Education filed an unfair practice charge against the Moorestown Township Education Association. The charge alleges that the Association violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically subsection 5.4(b)(4),[1/] by refusing to sign a collective negotiations agreement containing a workday provision identical to the workday provision in the parties' Memorandum of Agreement. That provision provides, in part, that the workday shall be no longer than 6 hours and 45 minutes, excluding

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1/ This subsection prohibits employee organizations, their representatives or agents from: "(4) Refusing to reduce a negotiated agreement to writing and to sign such agreement."

lunch and meetings as provided elsewhere in the agreement; that lunch shall be no less than 40 minutes; and that the Board may make minor adjustments extending the school day by no more than 11 minutes. The Association refused to sign the agreement because it did not agree with the Board's contention, raised after ratification, that the extension of the lunch period permitted it to change starting and quitting times.

On June 11, 1993, a Complaint and Notice of Hearing issued. On June 14, an amended Complaint and Notice of Hearing corrected references to the charging party and respondent.

On July 15, 1993, the Association filed its Answer admitting that salary guides were developed and approved by both parties, but specifically denying that the parties entered into and subsequently ratified a settlement that would increase the workday by ten minutes based on the extension of the lunch period. The Association admits that it has refused to sign a final agreement because of a dispute over the workday provision. It contends that the language of the final agreement does not accurately reflect the parties' intent and understanding with regard to the length of the workday.

On December 2, 1993, Hearing Examiner Stuart Reichman conducted a hearing. Documents were admitted into evidence and the Board rested. The Association then moved to dismiss, claiming that the Board had not produced a scintilla of evidence to show that the

Association had ratified the Memorandum of Agreement. The Hearing Examiner denied the Association's motion, but did not state the basis for his ruling. The Association's president then testified. The parties waived oral argument but filed post-hearing briefs.

On March 22, 1994, the Hearing Examiner issued his report and recommendations. H.E. No. 94-20, 20 NJPER 172 (¶25078 1994). He concluded that the Association violated subsection 5.4(b)(4) by refusing to sign a negotiated agreement which had been reduced to writing.

On May 2, 1994, the Association filed exceptions. It claims the Hearing Examiner erred by: (1) denying its motion to dismiss at the close of charging party's case and failing to state the grounds for his ruling; and (2) finding that it refused to sign a negotiated agreement which had been reduced to writing, since a portion of the agreement did not express the parties' mutual intent and was not ratified by its membership. On May 3, the Board advised us that it supports the Hearing Examiner's recommendations.

We have reviewed the record. We incorporate the Hearing Examiner's findings of fact (H.E. at 2-15) with one minor clarification. Finding 2 should indicate that the negotiations that began on March 12, 1992 were for a successor to the agreement that was effective July 1, 1989 to June 30, 1992.

We begin with the motion to dismiss. We agree that the Hearing Examiner should have provided the grounds for denying the

motion to dismiss. The basis for a ruling, even if brief, gives the movant guidance on what evidence it must defend against and gives us a record to review should special permission to appeal be requested. Cf. Atlas v. Silvan, 128 N.J. Super. 247 (App. Div. 1974).

Nevertheless, the motion was properly denied. In New Jersey Turnpike Auth., P.E.R.C. No. 79-81, 5 NJPER 197 (1979), we set forth the standards for determining whether to grant a motion to dismiss:

> [T]he Commission utilizes the standard set forth by the New Jersey Supreme Court in Dolson v. Anastasia, 55 N.J. 2 (1959). Therein the Court declared that when ruling on a motion for involuntary dismissal the trial court "is not concerned with the worth, nature or extent (beyond a scintilla) of the evidence, but only with its existence, viewed most favorably to the party opposing the motion" (emphasis added). [Id. at 198]
>
> The test is whether "the evidence, together with the legitimate inferences therefrom, could sustain a judgment in ... favor" of the party opposing the motion, i.e., if, accepting as true all the evidence which supports the position of the party defending against the motion and affording him the benefit of all inferences which can reasonably and legitimately be deduced therefrom, reasonable minds could differ, the motion must be denied. [55 N.J. at 5]

The evidence in the Board's case-in-chief, together with legitimate inferences, could have sustained a judgment in the Board's favor. The parties entered into a Memorandum of Agreement. The Board reduced that agreement to final form but the Association refused to

sign it. While the Association's membership may not have been aware of the Board's position that the agreement allowed it to change starting and quitting times, there was more than a scintilla of evidence that the Association refused to sign a final agreement which included the exact contract language agreed to by the negotiators and ratified by the parties.

We now consider the Association's exception that, based on the record as a whole, the contract it refused to sign did not express the parties' mutual intent, and was not ratified by its membership.

The parties entered into a Memorandum of Agreement that included this language, entitled "Work Day":

> The parties agree that the regular work day shall be no longer than six hours and forty-five minutes (6 hours and 45 minutes), excluding lunch, and exclusive of meeting time as provided elsewhere in this agreement. Lunch shall be no less than 40 minutes. The parties agree that minor adjustments in the length of the school day may be made unilaterally by the Board of Education to accommodate the district's needs but in no event shall the length of the work day at any school be altered by more than eleven (11) minutes beyond the aforementioned six hours and forty-five minutes (6 hours and 45 minutes). [C-2f]

The Association's membership ratified the agreement reached by the negotiators after receiving a one page sheet labeled "Highlights of 1992-1995 Agreement Between the Moorestown Education Association and the Board of Education." That sheet noted that lunch would be a

minimum of 40 minutes and that 11 minutes had been added to the work day. It did not mention any change in starting or quitting times; nor did the Association's representatives explain to the membership that there would be any change in starting or quitting times. The Association's representatives were apparently unaware, at the time of ratification, that the Board believed that the contract language authorized a change in those times.

Nevertheless, once the Association's membership ratified the agreement, the Association was obligated to sign it. Since the workday language of the final agreement presented to the Association for signing was identical to the workday language in the Memorandum of Agreement, we have no basis to find that the final language did not reflect the parties' mutual intent on the issues contained in that provision. Accordingly, we find that the Association violated subsection 5.4(b)(4) by refusing to sign the final agreement.

The Association's reliance on Pascack Valley Water Comm'n, P.E.R.C. No. 85-4, 10 NJPER 487 (¶15219 1984), adopting H.E. No. 84-61, 10 NJPER 372 (¶15174 1984) is misplaced. There, in accordance with the parties' practice, the respondent had ratified only the concepts of an agreement, not the final language. Here, the Association did not reserve the right to conduct a second ratification vote after the final agreement was drafted. Nor does the fact that the parties have "cleaned up" contract language by mutual agreement after ratification prove that the Association

reserved a right to reject an agreement should one of its "clean up" requests be denied. The Association's reliance on Lower Tp. Bd. of Ed., P.E.R.C. No. 78-32, 4 NJPER 24 (¶4013 1977), is also misplaced. There, the dispute arose before the parties had agreed on final contract language. Here, the language in the final agreement is identical to the language in the Memorandum of Agreement ratified by the parties. Finally, Hillside Bd. of Ed., P.E.R.C. No. 89-57, 15 NJPER 13 (¶20004 1988), is distinguishable because its memorandum of understanding did not reflect either party's understanding of their agreement; there was a mutual mistake. We noted there, however, that the defense of mutual mistake does not excuse a party from the unintentional consequences of a negotiated agreement. A party cannot expect relief merely because it does not realize the consequences of its assent. Id. at 14 n.4.

We express no opinion on either party's view on whether the agreed-upon language permits, requires or prohibits a change in starting or quitting times. Our holding is limited to requiring the Association to sign the final agreement submitted to it by the Board.

ORDER

The Moorestown Education Association is ordered to:

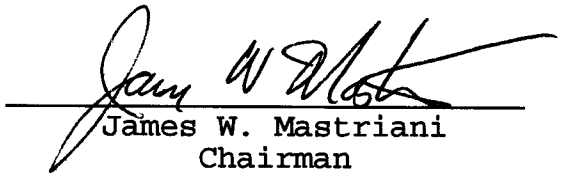
A. Cease and desist from refusing to sign a negotiated agreement which has been reduced to writing and ratified.

B. Take this action:

1. Immediately sign the collective agreement negotiated between the Board and the Association covering the period July 1, 1992 through June 30, 1995.

2. 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 Goetting, Klagholz and Wenzler voted in favor of this decision. Commissioner Smith voted against this decision. Commissioners Bertolino and Regan abstained from consideration.

DATED: June 30, 1994
Trenton, New Jersey
ISSUED: June 30, 1994

H.E. NO. 94-20

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

In the Matter of

Moorestown Education Association,

Respondent,

-and- Docket No. CE-H-93-10

Moorestown Township Board of Education,

Charging Party.

SYNOPSIS

A Hearing Examiner of the Public Employment Relations Commission finds that the Moorestown Education Association has violated Section 5.4(b)(4) of the New Jersey Employer-Employee Relations Act by refusing to sign the collective agreement covering the period July 1, 1992 through June 30, 1995.

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. 94-20

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

In the Matter of

Moorestown Education Association,

Respondent,

-and- Docket No. CE-H-93-10

Moorestown Township Board of Education,

Charging Party.

Appearances:

For the Respondent, Selikoff & Cohen, attorneys (Steven R. Cohen, of counsel)

For the Charging Party, Cassetta, Taylor & Whalen, consultants (Garry M. Whalen, consultant)

HEARING EXAMINER'S REPORT AND RECOMMENDED DECISION

On March 2, 1993, the Moorestown Township Board of Education ("Board") filed an Unfair Practice Charge (C-2)[1/] with the Public Employment Relations Commission ("Commission") against the Moorestown Education Association ("Association"). The Board alleges that the Association violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. ("Act"),

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1/ Exhibits received in evidence marked as "C" refer to Commission exhibits, those marked "J" refer to joint exhibits, and those marked "R" refer to the respondent's exhibits. The transcript citation "T1" refers to the transcript developed on December 2, 1993, at page 1.

specifically Section 5.4(b)(4)[2/] by refusing to sign the collective agreement covering the period July 1, 1992 through June 30, 1995.

On June 11, 1993, the Director of Unfair Practices issued a Complaint and Notice of Hearing (C-1). On June 14, 1993, the Director issued an amended Complaint and Notice of Hearing (C-4). On July 15, 1993, the Association filed its Answer (C-3) denying that it refused to execute the collective agreement in violation of the Act. A hearing was conducted on December 2, 1993, at the Commission's offices in Trenton, New Jersey. The parties were afforded the opportunity to examine and cross-examine witnesses, present relevant evidence and argue orally. At the conclusion of the hearing, the parties waived oral argument and established a briefing schedule. Briefs were filed by February 1, 1994.

Upon the entire record, I make the following:

FINDINGS OF FACT

1. The parties stipulated that the Board is a public employer and the Association is a public employee representative within the meaning of the Act (T10). The parties also stipulated that but for the instant dispute pertaining to the alleged wrongful

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2/ This subsection prohibits employee organizations, their representatives or agents from: "(4) Refusing to reduce a negotiated agreement to writing and to sign such agreement."

refusal of the Association to sign the collective agreement, all other questions concerning the collective agreement have been resolved (T11). It was further stipulated that the document marked as C-2f, in evidence, is a page from the memorandum of agreement executed by the parties (T11-T12).

2. On March 12, 1992, the parties commenced negotiations for a successor collective agreement covering the period July 1, 1989 to June 30, 1992 (R-1). The Board's initial set of proposals included a proposal to modify R-1, Article 13, Work Assignment & Work Day.[3/] R-1, Article 13H, provided as follows:

> The parties agree that the work day is six (6) hours and forty (40) minutes at the high school, six (6) hours and forty (40) minutes at the middle school and six (6) hours and forty-five (45) minutes at the elementary schools, excluding lunch. It is expressly agreed and understood by and between the parties that the inclusion of these times in this agreement merely memorializes the current practice of the parties in regard to length of the day exclusive of lunch at the various schools and shall not impact upon any aspect of any other term and condition of employment. Additionally, it is recognized that this length of work day is exclusive of any meeting time. The parties agree that minor adjustments in the approximate length of the school day may be made unilaterally by the Board of Education to accommodate the district's needs as has been the past practice between the parties but in no event shall the length of work day at any school be altered by more than five (5) minutes.

3/ Board proposal number 21 (C-2b) refers to the Work Assignment and Work Day provision as Article 7. In its charge (C-2, ¶5), the Board again refers to Article 7. However, R-1 shows that the Work Assignment and Work Day provision is found at Article 13.

R-1 contained no specific language on the length of the lunch period. The Board's proposed modification to Article 13H stated the following:

> The parties agree that the regular work day shall be no longer than seven (7) hours, excluding lunch, and exclusive of meeting time as provided elsewhere in this agreement. The parties agree that minor adjustments in the length of the school day may be made unilaterally by the Board of Education to accommodate the district's needs but in no event shall the length of the work day at any school be altered by more than ten (10) minutes beyond the aforementioned seven (7) hours. The assignment of teaching staff members to teaching and/or non-teaching duties is a prerogative of the Board, as long as the contractual entitlements to preparation time and duty-free lunch are honored. [C-2b]

3. On June 9, 1992, the parties conducted a negotiations session and the Board's proposal to modify the Work Assignment and Work Day article was discussed. The parties next negotiations session was conducted on June 18, 1992. The Board presented a revised Work Day proposal which stated the following:

> The parties agree that the regular work day shall be no longer than six hours and forty-five minutes (6 hours and 45 minutes), excluding lunch, and exclusive of meeting time as provided elsewhere in this agreement. Lunch shall be no less than forty minutes. The parties agree that minor adjustments in the length of the school day may be made unilaterally by the Board of Education to accommodate the district's needs but in no event shall the length of work day at any school be altered by more than ten (10) minutes beyond the aforementioned six hours and forty-five minutes (6 hours and 45 minutes). The assignment of teaching staff members to teaching and/or non-teaching duties is a prerogative of the Board, as long as the contractual entitlements to preparation time and duty-free lunch are honored. Teachers in the middle school

> and high school assigned to more than six teaching periods shall be paid a stipend of $2,000. [C-2c]

4. On July 7, 1992, the Board and Association conducted their next negotiations session. During this session the Association offered the following Work Day counter-proposal:

> The parties agree that the regular work day shall be no longer than six hours and forty-five minutes, excluding lunch, and exclusive of meeting time as provided elsewhere in this agreement. Lunch shall be no less than 40 minutes. The parties agree that minor adjustments in the length of the school day may be made unilaterally by the Board of Education to accommodate the district's needs but in no event shall the length of work day at any school be altered by more than ten minutes beyond the aforementioned six hours and forty-five minutes. The Association recognizes the needs for occasional assignment of a teacher to a sixth teaching period. This assignment needs to be agreed upon between the administrator and the teacher. The teacher will be relieved of all duties and will be paid a 10% stipend. [C-2d]

Later, during the July 7, 1992 negotiations session, the Board offered its revised Work Day proposal. The Board's proposal read as follows:

> The parties agree that the regular work day shall be no longer than six hours and forty-five minutes (6 hours and 45 minutes), excluding lunch, and exclusive of meeting time as provided elsewhere in this agreement. Lunch shall be no less than 40 minutes. The parties agree that minor adjustments in the length of the school day may be made unilaterally by the Board of Education to accommodate the district's needs but in no event shall the length of the work day at any school be altered by more than ten (10) minutes beyond the aforementioned six hours and forty-five minutes (6 hours and 45 minutes). The assignment of teaching staff members to teaching and/or non-teaching duties is a prerogative of

> the Board, as long as the contractual entitlements to preparation time and duty-free lunch are honored. [C-2e]

5. The parties conducted additional negotiations sessions on August 26, September 2 and September 9, 1992. On September 9, with the assistance of a Commission mediator, the parties reached a tentative settlement for a successor agreement. As part of that settlement, the negotiations spokespersons for the Board and the Association initialed a revised Work Assignment and Work Day proposal which provided as follows:

> The parties agree that the regular work day shall be no longer than six hours and forty-five minutes (6 hours and 45 minutes), excluding lunch, and exclusive of meeting time as provided elsewhere in this agreement. Lunch shall be no less than 40 minutes. The parties agree that minor adjustments in the length of the school day may be made unilaterally by the Board of Education to accommodate the district's needs but in no event shall the length of the work day at any school be altered by more than eleven (11) minutes beyond the aforementioned six hours and forty-five minutes (6 hours and 45 minutes). [C-2f]

6. Following the September 9, 1992 settlement, the parties developed and approved salary guides. The parties implemented the new salaries as well as other parts of the successor agreement. The Board issued retroactive checks to the staff.

7. The Board prepared a first draft of the successor agreement. The Work Day language which the parties modified and initialed on September 9, 1992 as part of the memorandum of agreement (C-2f) was incorporated into the draft successor agreement (C-2g) exactly as it appeared in the memorandum of agreement.

8. During the early part of the 1992-1993 school year, a dispute arose concerning the application of the Work Day language incorporated into the successor agreement. The dispute concerned whether the Work Day language was intended to allow the Board to change the teachers' arrival and departure times so as to lengthen the overall work day by the ten minutes resulting from the extension of the lunch period. The parties entered into discussions in an attempt to resolve the issue. The Association submitted a proposed modification of the Work Day paragraph which read as follows:

> The parties agree that the regular work day shall be no longer than six hours and forty-five minutes (6 hours and 45 minutes), excluding a thirty minute lunch, and exclusive of meeting time as provided elsewhere in this agreement. Lunch shall be no less than forty (40) minutes. The parties agree that minor adjustments in the length of the school day may be made unilaterally by the Board of Education to accommodate the district's needs but in no event shall the length of the work day at any school be altered by more than eleven (11) minutes beyond the aforementioned six hours and forty-five minutes (6 hours and 45 minutes). [C-2h]

At a meeting on December 18, 1992, the Board rejected the revised Work Day paragraph contained in C-2h.

9. On January 12, 1993, Association President Margaret DiMatteo sent a letter to Board President Cyndy Wulfsberg stating, in part, that she would "...not sign the agreement until the matter of the ten minutes is resolved by mutual agreement reached at the negotiating table" (C-2i). The letter (C-2i) also states that "[s]ince September, 1992, representatives of the Moorestown Board of Education and the Moorestown Education Association have sought to

reach agreement over the manner in which the MEA's bargaining unit members will be provided with a forty minute lunch. The Board's representatives contend that an additional ten minutes must be added to the work day; however, adding this amount of additional time to the work day was never discussed during the course of negotiations for the successor collective agreement." C-2i further states that "[s]ince the concept of adding ten minutes to the teachers' work day was neither negotiated nor properly presented to the membership of the MEA for ratification as part of the agreed-upon 'package', the MEA does not have the authority ... to enter into an agreement which provides for this significant change in the terms and conditions of employment of its members." DiMatteo pointed out that the ten minute extension of the work day was not within the contemplation of the Association's representatives when they signed the memorandum of agreement and concluded that "...it appears that there was no meeting of the minds concerning how the agreed upon forty minute lunch would be accommodated in the teachers' work day."

10. On February 3, 1993, Wulfsberg sent a letter (C-2j) to DiMatteo in response to C-2i. In C-2j Wulfsberg stated that "[i]t is the opinion of the Board that we have already resolved this matter as part of the overall settlement, and that the revised agreement accurately reflects the entire settlement." Wulfsberg indicated, "[i]n your letter you state that you believe that there was no 'meeting of the minds' on the question of how the forty-minute lunch would be implemented. We disagree, and believe

that the plain, unambiguous language of the memorandum of agreement leaves no doubt as to how the lunch fits into the overall teacher work day. Changing the work day was the highest priority for the Board of Education in these negotiations, and was an integral part of the final settlement." Wulfsberg requested the Association to sign the agreement by February 8, 1992. The Association has refused to sign the successor collective agreement.

11. Article 13H, Work Assignment and Work Day, in R-1 allowed the Board to unilaterally lengthen the work day by not more than five minutes. The parties referred to this time as "wiggle time" (T29-T30). In the negotiations for the successor agreement, the parties agreed ultimately to add an additional six minutes to the wiggle time for a total of eleven minutes (T29-T31). As indicated above, R-1 set the work day at the high school and middle school at six hours and forty minutes and six hours and forty-five minutes at the elementary schools. The parties agreed to add five additional minutes to the work day at the high school and middle school resulting in all schools in the district having a six hour and forty-five minute work day (T30-T32). Thus, the high school and middle school work day could be extended by a total of sixteen minutes comprised of eleven minutes of wiggle time plus the five additional minutes which resulted from changing the work day from six hours and forty minutes to six hours and forty-five minutes (T33).

12. The parties added language in the Work Day paragraph of J-1 which provided for a lunch period of not less than forty minutes (T33). Several years ago, the lunch period in the middle school was unilaterally reduced to twenty-three minutes in order to effect a schedule change. The Association favored the establishment of a forty minute lunch period because it eliminated the Board's ability to shorten the lunch period as had occurred previously (T33).

13. R-1 was silent regarding preparation time at the high school (T41). The Board proposed language during negotiations which would standardize the lunch and preparation time at the high school. The language which the parties agreed to memorialized the current lunch and preparation time practices at the high school and resulted in no change (T41).

14. R-1 contained a preparation time provision for elementary school teachers (T42). Under R-1, it was the practice for elementary school teachers to receive three forty-minute preparation periods each week. Elementary school students receive a sixty minute lunch/recess period, thirty minutes for lunch and thirty minutes for recess. During the students' lunch/recess hour, teachers received thirty minutes for lunch and thirty minutes preparation time (T42). As a matter of practice, within that sixty minute period, teachers used as much time for lunch or preparation as they saw fit (T42-T43).

15. As the result of the negotiations for J-1, the language concerning elementary school teachers' preparation time was

changed from that which appeared in R-1. Article 18 I. F.1., Preparation Time, in J-1 states, in relevant part, the following:

> Elementary teachers - preparation time for all full-time elementary teachers shall include the twenty (20) minutes following lunch five (5) days per week plus four (4) regular class periods per week. The fourth (4th) regular prep period shall occur when the students are being instructed in health.

The Association thought that the sixty minute lunch/recess period was simply being reconfigured to forty minutes lunch and twenty minutes preparation. The Association thought that as long as the practice continued which allowed the teacher to divide the sixty minute lunch/recess period in whatever manner he/she saw fit, it would agree to the language modification proposed by the Board (T43-T44). The record is unclear regarding whether the language changes in J-1 pertaining to elementary teachers' preparation time and lunch period resulted in an extension of the work day at the elementary schools (T45-T46).

16. The preparation time article in R-1 for middle school teachers provided as follows:

> Middle School Teachers - Preparation time for all full-time middle school teachers shall average fifty-five (55) minutes per day over a ten (10) day work period.

Under R-1, the middle school schedule consisted of eight periods, forty-three minutes long. Middle school teachers received one daily preparation period of forty-three minutes and one combined forty-three minute lunch/preparation period, consisting of a thirty minute lunch and a thirteen minute preparation period (T47-T48). As

the result of the successor negotiations, the parties agreed to include the following modified language concerning middle school preparation time into J-1:

> Middle School Teachers - Preparation time for all full-time middle school teachers shall average ten (10) regular classroom periods over a ten (10) day work period, with no less than forty (40) minutes per preparation period, and preparation periods on at least four (4) days of every five day work week.

By applying the additional sixteen minutes of work time (11 wiggle minutes and 5 minutes from the extension of the work day to 6 hours and 45 minutes), the eight periods at the middle school were extended to forty-five minutes each. Thus, in accordance with J-1, middle school teachers were provided with full forty-five minute lunch and preparation periods (T50). Unofficially, however, middle school teachers continue to use portions of their assigned preparation period for lunch or portions of their assigned lunch period for preparation (T48; T50).

17. The Association's constitution contains a provision which requires that the membership ratify collective agreements. Consequently, the Association's negotiations team is not authorized to unilaterally bind the Association to a collective agreement without prior membership ratification (T27). The Association called a meeting to ratify J-1. Willoughby served as the only spokesperson at the meeting (T28; T35). Copies of the actual memorandum of agreement were never distributed to the membership, rather a highlights sheet for the 1992-1995 agreement was provided

(R-2; T28). Salary guides were also presented during the meeting (T62-T63). During the meeting, Willoughby explained the items listed on R-2 including item number 11 which pertains to eleven minutes added to the work day and item number 17 which standardizes the lunch period at the various schools (T29-T31; T33). However, Willoughby conceded that at least with respect to item no. 11 the statement on the highlight sheet, standing alone, was not accurate and required further explanation to the membership (T60-T61).[4/] Since neither Willoughby nor any of the other negotiations team members understood that the modification of the lunch period would alter certain teachers' arrival and departure times, that issue was never raised during the ratification meeting (T36; T52).[5/] Likewise, since neither Willoughby nor the negotiations team perceived any change in middle school preparation time, the highlight sheet excluded any mention of the change and it was not discussed during the meeting (T61). The Association conducted a ratification vote on an overall package which consisted of the salary guides, the highlight sheet and Willoughby's explanations. The Association voted in favor of ratification (T62; T67).

4/ In fact, eleven minutes were not added to the work day for all teachers.

5/ The parties stipulated that the testimony of Association negotiations team members Linda Hall, Lori Moftiz, Mike Pilenza, Peg DiMatteo and George Suleta would consist of the same direct, cross and re-direct examination as presented through respondent witness Willoughby (T69-T70).

18. After the parties had concluded negotiations for the collective agreement, a practice developed where the parties would "clean up" the language of the memorandum of agreement before it was included in the final collective agreement (T55-T56). The "clean up" was designed to ensure that the contract language reflected the mutual intent of the parties (T57). During a meeting to "clean up" language, the Association advised the Board of particular items which needed to be cleaned up in order to finalize J-1 (T56). For example, the parties agreed to a provision which called for a $10 lunch payment to teachers attending conferences (T57). To avoid subsequent confusion that the lunch provision might be interpreted to require the Board to pay teachers who attended in-building conferences with the child study team or parents during the lunch period, the Association sought to clarify that the parties intended the word "conference" to mean approved professional conferences out of the building (T57-T58). The Board agreed to the lunch payment change and to all other incidents of disputed language related to the conversion of the memorandum of agreement to formal contract language, with the exception of the Work Day language (T11; T58-T59).

19. Willoughby met with Bob Oldt, Assistant Superintendent, to discuss "clean up" items (T59). During their meeting, they discussed the dispute concerning the Work Day article. In response to her question, Oldt told Willoughby that he remembered that discussions of the forty minute lunch period occurred during discussions related to preparation time. (T59-T60).

20. At no time during the negotiations did the Board specifically state to the Association that by adding ten minutes to the lunch period, certain teachers' arrival and departure times would be altered. (T34; T37; T51-T52; T68).

21. In light of Board proposal C-2b, the Association recognized during the negotiations for J-1 that the length of the work day was an important issue to the Board (T67).

ANALYSIS

N.J.S.A. 34:13A-5.3 provides, in relevant part, the following:

> ...[T]he majority representative and designated representatives of the public employer shall meet at reasonable times and negotiate in good faith with respect to grievances, disciplinary disputes, and other terms and conditions of employment.
>
> * * *
>
> When an agreement is reached on the terms and conditions of employment, it shall be embodied in writing and signed by the authorized representatives of the public employer and the majority representative.

The Board contends that the Association has committed a violation of section 5.4(b)(4) of the Act by refusing to sign the final collective agreement containing the precise language set forth in the settlement agreement which had been ratified by both parties. The Association argues that its refusal to sign the final

agreement incorporating the Work Day language from the memorandum of agreement does not violate the Act, because the Work Day language is not reflective of the mutual intent of the parties.

The facts establish that on September 9, 1992, as part of the settlement for a successor collective agreement, the parties jointly initialed a revised Work Assignment and Work Day provision which included a regular work day of six hours and forty five minutes, excluding lunch, and excluding meeting time as otherwise provided in the agreement. The exact Work Day language contained in the memorandum of agreement was included in the draft collective agreement. The Association conducted a ratification meeting during which the membership voted in favor of ratification of the language contained in the modified Work Day provision.[6/] The Association has refused to sign the final collective agreement incorporating the Work Day language contained in the memorandum of agreement. Accordingly, I find that the Board has shown prima facie that the Association has refused to sign the negotiated agreement.

The Association has asserted the affirmative defense of mutual mistake. The Association claims that neither party intended to alter the starting and/or quitting times of unit employees by modifying the Work Day provision to include a forty minute lunch period.

6/ In the above sentence, I am not addressing the Association's argument concerning whether the membership ratified the language as applied by the Board. I merely state that there is no dispute that a ratification meeting was conducted, and the membership returned a favorable vote on the contract which included the modified Work Day language.

In Hillside Board of Education, H.E. No. 88-66, 14 NJPER 520 (¶19221 1988), adopted P.E.R.C. No. 89-57, 15 NJPER 13, 14 (¶20004 1988), the Commission stated the following:

> Our starting point is illustrated in J. Calamari and J. Perillo, Contracts, 2d ed., section 9-31 at 312 (1978), cited in Steel Workers v. Johnson Industries, ___ F.Supp. ____, 120 LRRM 2695 (E.D. Mich. 1984)
>
> > Contracts are not reformed for mistakes; writings are. The distinction is crucial. With rare exceptions, courts have been tenacious in refusing to remake a bargain entered into because of mistake. They will, however, rewrite a writing which does not express the bargain.
>
> We are reluctant to allow a party to avoid its obligation to reduce an agreement to writing if a memorandum of understanding is clear and if its language is internally consistent on its face. See Cajun Elec. Power Coop. v. Riley Stoker Corporation, 791 F.2d 353 (5th Cir. 1986). The [respondent], therefore, must prove by clear, satisfactory, specific and convincing evidence that the written agreement does not accurately reflect what the parties intended. Whener v. Schroeder, 354 N.W. 2d 674, 678 (N.D. 1984).

Under the predecessor agreement, elementary school teachers enjoyed a sixty minute duty-free period during the students' lunch/recess hour. While officially, elementary school teachers received thirty minutes for lunch and thirty minutes as preparation time, as a matter of practice, the teachers used as much time for lunch or preparation as they saw fit within the sixty minute period. Middle school teachers, under the predecessor agreement, received a forty-three minute lunch/preparation period within which thirty minutes was devoted to lunch and thirteen minutes for

preparation. The Association points out that during negotiations the discussions to standardize the lunch period at forty minutes were conducted within the context of preparation time allotments. Thus, the Association concludes that the interrelationship between lunch and preparation time within the framework of the lunch/recess hour at the elementary schools, or a period in the middle school, constituted the backdrop within which both parties operated during the negotiations. The Association cites Willoughby's testimony, which I credited, concerning Oldt's recollection that the discussions regarding the lunch period extension occurred during discussions related to preparation time, as supporting its contention that the parties intended to maintain the lunch/preparation time interrelationship and did not intend to extend the work day as a result of the lunch time expansion. The Association also asserts that it is significant that at no time during the negotiations did the Board tell the Association that by adding ten minutes to the lunch period, teachers' arrival and departure times would be altered. The Association concludes that had the Board intended to expand the work day by the ten minute lunch period extension, it would have stated that intention at the negotiations table.

The Board argues that while there may have been a misconception on the Association's part concerning the Board's objectives in the negotiations, such misconception amounts to a unilateral mistake by the Association. The Board asserts that there

is no clear, satisfactory, specific and convincing evidence that the written agreement does not accurately reflect the Board's intention. In the Board's February 3, 1993 letter (C-2j), Board President Wulfsberg stated that changing the work day was the highest priority for the Board during negotiations. The Board points to its initial negotiations proposal seeking to extend the work day to seven hours. C-2j specifically rejects the idea that the Board did not intend to strictly adhere to the clear language contained in the memorandum and collective agreement and extend the work day as the result of the extended lunch period. The Board states that the unambiguous language of the memorandum of agreement which was incorporated into the draft successor agreement exactly as it appeared in the memorandum, is precisely reflective of the goal it sought to achieve during negotiations. Thus, the Board concludes that the alteration of the teachers' arrival and departure times was an intended consequence of the negotiated lunch time language.

Having found that the Board has shown prima facie that the Association has refused to sign the agreement, the burden shifts to the Association to prove by clear, satisfactory, specific and convincing evidence that the written agreement does not accurately reflect the parties intentions. Hillside Bd. of Ed. I find that the Association has failed to carry its burden.

There is no dispute that the language pertaining to the forty minute lunch period is precisely the language mutually agreed to by the parties. In Jersey City Board of Education, P.E.R.C. No.

84-64, 10 NJPER 19 (¶15011 1983), primarily on the basis of an examination of the parties memorandum of agreement, the Commission found no meeting of the minds. In Jersey City Bd. of Ed., the parties engaged in extensive negotiations. Ultimately, the parties entered into a memorandum of understanding providing that "the contract duration shall be September 1, 1982 through August 31, 1984." Id. at 20. No distinction was made for contract duration purposes between secretaries, aides and teachers. The Association alleged that the Board violated the Act when it failed to make salary increases for the secretaries effective July 1, 1982 and July 1, 1983. The Commission stated the following:

> The starting point in determining whether the parties agreed to a July 1 effective date is an examination of the parties' March 23, 1983 memorandum of agreement. It is a fundamental canon of construction that the intent of the parties, as clearly expressed in writing, controls. See, e.g., Newark Publishers' Association v. Newark Typographical Union, 22 N.J. 419, 427 (1956). Our review of this instrument fails to lend any support to the Association's claim that salary increases for secretaries were to be effective July 1 each year. To the contrary, the memorandum explicitly describes the duration of the contract as commencing in September 1982. [Id. at 21.]

In Paterson Board of Education, P.E.R.C. No. 90-42, 15 NJPER 688 (¶20279 1989), the Association, representing maintenance and custodial employees, and the Board negotiated a successor agreement which provided for a wage increase. The Board proposed a salary guide which showed an annual wage assigned to each of thirteen steps covering a four year period. The Association

accepted the Board's guide and conformed it to a thirteen step guide showing salaries for each of the three years of the successor agreement. A dispute arose concerning whether the salary increase was inclusive or exclusive of step increments. It was the Board's position that the 10.5% increase was inclusive of increments, however, the Association argued that the increase was exclusive of increments. The Commission found that the salary guide was "...a standard salary guide reflecting a minimum, maximum and longevity steps." Id. at 691. The Commission stated the following:

> This Commission has expressed a reluctance to set aside an agreement which is clear on its face. A party seeking such relief must establish by 'clear, satisfactory, specific and convincing evidence that the written agreement does not accurately reflect what the parties had intended.' Hillside Bd. of Ed.... While the Commission has recognized that 'harmoneous labor relations would not be served by enforcing contract language that conflicts with both parties' intent,' it has warned that a party may not be excused from the 'unintended consequences of a negotiated agreement. A party cannot expect relief merely because it did not realize the consequences of its assent.' [Hillside Bd. of Ed. at 14. Emphasis in original]
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> * * *
>
> After applying these principles to this record, I conclude that exhibit C [the salary guide ratified and incorporated into the successor agreement] must be enforced pursuant to its precise terms. On its face, it represents what the Association claims.
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> * * *
>
> The essence of the Board's argument is that it erred when it adopted exhibit C; that it does not reflect the mutual intent of the parties. The Board may have intended to negotiate a salary

> increase of 10.5% inclusive of increment. But, since exhibit C is clear on its face, the Board must demonstrate that exhibit C represents a mutual mistake contrary to the intentions of both parties. The Board has not met its burden. [Paterson Bd. of Ed. at 691. Emphasis in original.]

Barnegat Township Board of Education, H.E. No. 87-38, 13 NJPER 90 (¶18041 1986) adopted P.E.R.C. No. 87-131, 13 NJPER 351 (¶18142 1987), is similar to the instant matter. The Barnegat Township Board filed an unfair practice charge against the Barnegat Federation of Teachers for refusing to sign the parties negotiated agreement.[7/] The parties negotiated a successor agreement which provided for all employees making less than $18,500 to be brought up to at least that salary rate as a result of the Teacher Quality Education Act. A dispute arose regarding how the salaries of teachers with additional academic credits would be handled. Under the prior agreement, teachers achieving a certain number of graduate level academic credits received salary differentials. Pursuant to the successor collective agreement, teachers earning less than $18,500 would receive the necessary salary increase to raise their salaries to $18,500, or they would receive $2,100, whichever was greater. This resulted in some teachers who had received graduate credit salary differentials to loose them and receive the same $18,500 salary as teachers with only a bachelor's degree. The Federation claimed that they never intended to negotiate away the salary differentials. The Commission stated the following:

7/ The Federation also filed an unfair practice charge against the Board.

> We agree with the hearing examiner that the Board's proposed contract (J-1) accurately reflected the parties' agreement. Therefore, the Federation was obligated to sign the proposed contract and violated Subsection 5.4(b)(4) when it refused to sign it.
>
> * * *
>
> We reach this conclusion because of this plain language contained in paragraph one of the parties' ratified memorandum of agreement: 'Salary shall be increased in 1985-1986 over 1984-1985 by $2,100 per employee, or more if needed to bring an employee to $18,500.' This sentence, when read in view of the predecessor salary schedule incorporating the salary differentials for academic degrees and advanced credits, settles the salaries for all unit employees.
>
> * * *
>
> It is true that certain employees will no longer receive differentials. But that is the result of the parties' agreement and a matter for future negotiations. [Barnegat Township Board of Education, P.E.R.C. No. 87-131 at 352.]

In the instant case, the contract language is specific and unambiguous. The contract language (J-1) states:

> The parties agree that the regular work day shall be no longer than six hours and forty-five minutes (6 hours and 45 minutes), excluding lunch, and exclusive of meeting time as provided elsewhere in this agreement. Lunch shall be no less than forty (40) minutes.

The language clearly states that the lunch period of forty minutes or more will not be used in calculating the six hour and forty-five minute work day. The contract language excluding the lunch period from the work day calculation is not new. Article 13H of R-1 similarly provides for the work day to be calculated

exclusive of the lunch period. Thus, irrespective of any practice or other understanding which may have arisen pertaining to the calculation of the work day, the language in the collective agreement is clear and prevailing. See New Jersey Sports and Exposition Authority, P.E.R.C. No. 88-14, 13 NJPER 710 (¶18264 1987).

While the Association may not have realized that the extension of the lunch period to forty minutes would alter teachers' arrival and departure times, such misconception was unilateral, not mutual. When it agreed to the above language, the Association was placed on notice that the language might be literally applied. The Association may not be excused from this unintended consequence of its negotiated agreement. Paterson Bd. of Ed.

The Association has not established by clear, satisfactory, specific and convincing evidence that the written agreement does not accurately reflect what the parties had intended. The fact that the discussions pertaining to the extended lunch period took place in the context of its interrelationship with preparation time does not establish by clear, satisfactory, specific and convincing evidence that the language in the agreement constitutes a mutual mistake. The Association relies on Assistant Superintendent Oldt's statement that he remembered that lunch period discussions occurred during preparation time discussions to establish that the Board did not intend to alter the work day when it negotiated the lengthened lunch period. However, the fact that the lunch period was negotiated during discussions which also related to preparation time does not

constitute proof that the Board did not intend to adhere to the plain language in the Work Day article which excluded lunch from the six hours and forty-five minutes which constituted the work day.

The Association points out that the Board never told it during the negotiations that teachers' arrival and departure times would change as a result of the change in the lunch period. The Association contends that the Board's silence regarding the work day elongation shows that the Board never intended the modification of the lunch period to result in an alteration of the teachers' arrival and departure times. The Association's argument presupposes that the Board had an obligation to discuss arrival and departure times. I reject that notion. I find that merely because the Board did not state during the negotiations that lengthening the lunch period would alter certain teachers' work day, does not establish that the Board never intended to lengthen the work day. The Board had the right to rely on the clear terms of the contract language and to assume that the Association understood those terms. The Association does not assert that the Board acted to intentionally mislead it by proposing the lunch period extension. Additionally, the Board's initial proposal during negotiations was to lengthen the overall work day and the Association understood this as an important issue to the Board in the negotiations. The Board understood, pursuant to the clear language contained in Article 13H of R-1 and continued in both the Board's and Association's proposals and counter-proposals, that its goal of extending the work day would be achieved by the

adoption of the proposed language by the parties. No facts show that the Association expressed to the Board that it understood the new Work Day language to have an effect contrary to the Board's understanding. Thus, the fact that the Board did not specifically state during negotiations that the lunch period extension would alter the teachers' work day does not establish that the Board did not intend such language to have the resulting effect.

The Association notes that a practice has developed where the parties would "clean up" the language contained in the memorandum of agreement before it was included in the final collective agreement. The Association contends that, in accordance with this practice, it should not be required to execute J-1 until disputed language has been cleaned up to both parties' satisfaction. The facts show that the parties have agreed to modify language contained in the memorandum of agreement prior to its inclusion in the collective agreement. Such modification was made to a provision which called for a $10 lunch payment to teachers attending certain conferences. However, the facts also show that such language modifications are made only when the parties mutually agree. Absent mutual agreement, changes in language do not occur. Consequently, the parties practice to "clean up" language is inapposite to the instant situation where no mutual agreement to modify the contract language has been achieved. The modification suggested by the Association in C-2h was specifically rejected by the Board.

The Association contends that the outcome of this matter is controlled by the Commission's decision in Hillside Bd. of Ed. Many similarities exist between Hillside Bd. of Ed. and the instant matter. The Commission summarized the relevant facts in Hillside Bd. of Ed. as follows:

> In June 1986, the Association submitted written proposals to the Board. Those proposals included the disputed language on work hours. The parties met about ten times and indicated their agreement to individual language by initialing a copy of the Association's proposal. They agreed to the work hours article at the first session. Eventually, with the assistance of a Commission mediator, they reached a tentative agreement.
>
> On January 1, 1987, the negotiations teams signed a memorandum of understanding incorporating by reference the initialed Association proposals. By late January, both parties had ratified the agreement. The Association submitted a typed formal agreement to the Board for signature. The Board implemented the agreements terms. In March or April, the Association raised with the Board the issue of unpaid overtime. The Board then refused to execute the final agreement because the Board did not agree with the Association's new interpretation of the work hours provision.
>
> The parties do not dispute that they agreed to the Association's work hour proposal, that the identical language was in the memorandum of understanding, and that the Board refused to sign a final contract incorporating that language. [Hillside Bd. of Ed., P.E.R.C. No. 89-57 at 14.]

The Commission went on to conclude the following:

> Both parties intended that the work day would remain the same -- eight hours of work with an unpaid lunch. The Board's intent is undisputed. The Association's intent was proved. It never intended to either reduce the

> work day by one-half hour or to provide compensation for lunch. George Huk, the Association's negotiator, testified that he could not say unequivocally that the Association intended the language to include a paid lunch period. At the Association's ratification meeting, Huk did not inform the membership of any alleged agreement to change the work day despite its overtime implications. Fraser Wylie, a member of the Association's negotiations team, testified that in developing the work hours proposal, no one from the Association said that the clause would establish a paid lunch. Nor was such a change noted at negotiations or at the ratification meeting. Wylie did not intend, through negotiations, to obtain payment for the lunch period that had been unpaid. In fact, he was "surprised" when he later heard the contention, first raised two months after ratification, that employees should be paid for lunch.
>
> Under these unusual circumstances, we find that the memorandum of understanding does not reflect the parties agreement. Harmonious labor relations would not be served by enforcing contract language that conflicts with both parties intent.8/ Accordingly, we dismiss the allegations that the Board unlawfully refused to reduce a negotiated agreement to writing. [Ibid.]

Thus, while many of the facts in Hillside Bd. of Ed. are consistent with facts in this matter, a crucial fact is different and supports the conclusion that the Association has violated the Act by refusing to sign the collective agreement. In Hillside Bd. of Ed., the respondent proved that the charging party never intended to either reduce the work day by one-half hour or provide

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8/ This decision does not excuse a party from the unintended consequences of a negotiated agreement. A party can not expect relief merely because it did not realize the consequences of its assent. [Id. Footnote in original.]

compensation for lunch. Thus, it was clearly established, that neither party intended to negotiate a paid lunch period. Likewise, it was established that while the language of the memorandum of understanding and the collective agreement was clear, it did not represent the mutual intent of the parties. Here, however, the Association never proved that the Board did not intend the work day extension which resulted from the elongation of the lunch period. On the contrary, the facts show that one of the Board's primary goals in negotiations was to extend the work day and, under the clear contract language, extending the lunch period, which is specifically excluded from the work day, accomplishes the goal which the Board sought in negotiations.

The Association further argues that it was neither authorized nor empowered by its membership to enter into a final agreement with the Board that would result in an alteration of teachers' arrival and departure times. The Association notes that its constitution requires that the membership ratify collective agreements. The membership was provided with a highlights sheet during the ratification meeting and nothing therein, nor anything Willoughby said, advised the membership that the elongation of the lunch period would alter certain teachers' arrival or departure times. The Association concludes that since the membership was not aware of the consequences of ratifying the forty minute lunch period, its affirmative ratification can not serve to compel it to execute a collective agreement which would provide for altered arrival and departure times.

The Act does not regulate internal union conduct. City of Jersey City, P.E.R.C. No. 83-32, 8 NJPER 563 (¶13260 1982), app. dism. App. Div. Docket No. A-768-82T1 (7/22/83). The procedure employed by an employee organization to ratify a collective agreement is viewed as an internal union matter and is generally considered beyond the scope of the Commission's regulatory authority. PBA (Miller), D.U.P. No. 94-4, 19 NJPER 431 (¶24196 1993); Camden County College Faculty Association, D.U.P. No. 87-13, 13 NJPER 253 (¶18103 1987); Newark Building Trades Counsel, D.U.P. No. 82-34, 8 NJPER 333 (¶13151 1982). Just as the Commission considers the Association's ratification procedure a private matter and will normally refrain from interjecting itself into that process, the Board, similarly, has no role in the procedure. Consequently, the Board can not be held responsible for the information provided or not provided to the membership. Since the Association's ratification procedure is private, the Board has the right to consider notice of an affirmative ratification to encompass the entire collective agreement, as modified by the memorandum of agreement, and not be based on the negotiating team members' or Association officers' individual interpretation(s) of the agreement expressed, or unexpressed, to the membership during a meeting, or otherwise. Thus, the Association's argument that it should not be compelled to execute the agreement because the membership only had in mind Willoughby's expressed conception of the change in the Work Day language must be rejected. While the evidence shows that the

Association's membership was unaware of the consequences which flowed from the lunch period extension, such evidence only served to reflect the Association's interpretation, and does not act to establish by clear, satisfactory, specific and convincing evidence that the written agreement does not accurately reflect the Board's intention.

Accordingly, based upon the entire record and above analysis, I make the following:

CONCLUSIONS OF LAW

1. The Association violated Section 5.4(b)(4) by refusing to sign a negotiated agreement which has been reduced to writing.

RECOMMENDED ORDER

I recommend that the Commission **ORDER**:

A. That the Association cease and desist from refusing to sign a negotiated agreement which has been reduced to writing.

B. The the Association take the following affirmative action:

1. Immediately sign the collective agreement negotiated between the Board and the Association covering the period July 1, 1992 through June 30, 1995 (J-1).

2. 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 by it for at least sixty (60) consecutive days. Reasonable steps shall be taken to ensure that such notices are not altered, defaced or covered by other materials.

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

Stuart Reichman
Hearing Examiner

Dated: March 22, 1994
Trenton, New Jersey

Recommended Posting
Appendix "A"

NOTICE TO ALL EMPLOYEES

PURSUANT TO

AN ORDER OF THE

PUBLIC EMPLOYMENT RELATIONS COMMISSION

and in order to effectuate the policies of the

NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT,

AS AMENDED

We hereby notify our employees that:

WE WILL NOT refuse to sign the collective agreement between the Moorestown Board of Education and Morrestown Education Association covering the period July 1, 1992 through June 30, 1995.

WE WILL immediately sign the collective agreement between the Moorestown Board of Education and the Moorestown Education Association covering the period July 1, 1992 through June 30, 1995.

Docket No._____ _____
(Public Employee Representative)

Dated_____ By_____
(Title)

This Notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced or covered by any other material.

If employees have any question concerning this Notice or compliance with its provisions, they may communicate directly with the Public Employment Relations Commission, 495 West State St., CN 429, Trenton, NJ 08625 (609) 984-7372.