

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

UNION COUNTY REGIONAL HIGH SCHOOL  
BOARD OF EDUCATION,  
Respondent,

-and-

Docket No. CO-78-87

UNION COUNTY REGIONAL HIGH SCHOOL  
TEACHERS ASSOCIATION,  
Charging Party.

SYNOPSIS

The Special Assistant to the Chairman, acting on behalf of the Commission, issues an Interlocutory Decision in a Show Cause proceeding based upon a request for interim relief filed by the Association, during the pendency of an unfair practice case. The Association charged that the Board violated the Act by failing to maintain terms and conditions of employment for certain of its employees by refusing to pay its professional, nonsupervisory employees; its custodial and maintenance employees; and its secretarial and clerical employees their incremental salary increases for the 1977-78 school year, when due, based on each employee's respective years of service, as established in salary guides included within the terms of the three agreements affecting the parties that had expired on either June 30, 1977 or on August 31, 1977.

The Special Assistant first noted that the Board and the Association had concluded an agreement shortly after the show cause hearing had taken place relating to the teachers' negotiating unit that, in part, provided for the payment of all relevant salary increments, retroactive to the start of the school year. In light of this agreement and given the nature of an interim relief proceeding, the Special Assistant did not address those aspects of the Association's charge that related to the withholding of increments concerning the Board's professional, nonsupervisory teaching employees.

The undersigned concluded that the standards that the Commission had developed for evaluating the appropriateness of interim relief were satisfied in the instant matter. The undersigned concluded that in agreement with pertinent Commission precedent there was a substantial likelihood that the Association would prevail on the merits of this case in any final decision by the Commission. The undersigned affirmed that the Commission and the courts have recognized that normally the very act of unilaterally modifying a particular term and condition of employment, i.e., salaries,

at least in the absence of a genuine post-fact-finding impasse, contradicts, in and of itself, the meaning of collective negotiations inasmuch as one cannot unilaterally act and still collectively negotiate about the same subject.

The Board had argued in part that the status quo relating to terms and conditions of employment would not be maintained if salary increments were paid to its employees, based on expired salary schedules, since the result of said payments would be to raise the salaries of these individuals above the amounts earned for the prior school years by hundreds of dollars. The Special Assistant in this regard stated that it was an uncommon occurrence when a board of education in New Jersey did not pay its employees a length of service increment at the start of a new school year, regardless of whether there was a contract presently in existence. The Special Assistant concluded that through "custom and useage" it had clearly been recognized throughout the state that the payment of said increment perpetuates the status quo rather than changes it.

The Special Assistant concluded that an analysis of the education laws of this state, N.J.S.A. Title 18A:1-1, et seq., /more particularly 18A:29-4.1, 29-6, 29-7, 29-9, 29-12, 29-13, and 29-14/ revealed that the state education laws were totally consistent with the Commission's view that the status quo relating to terms and conditions of employment requires that annual employment increments are to be paid yearly, regardless of whether a collective negotiations agreement is in existence, to all teaching staff members and, by implication, to all other district employees whose salaries are established by similar schedules providing for the receipt of service increments.

The Special Assistant further concluded that the Association had established that it would be irreparably harmed if any affirmative relief from the Commission were to await the final outcome of a plenary proceeding. The Special Assistant said further that particular types of unilateral action relating to terms and conditions of employment, such as the nonpayment of salary increments, may so undercut the negotiations process and adversely affect the ability of a majority representative to effectively represent its particular constituency that traditional monetary awards that would be ordered at the conclusion of a case would not effectively remedy a violation of the Act. Based on the facts in this case before him, the Special Assistant found that the nonpayment of the salary increments in accordance with existing salary schedules had such a chilling effect on the negotiations process so as to require interim relief.

The Special Assistant therefore ordered the Board to pay its custodial and maintenance personnel and its secretarial and clerical personnel their increments pursuant to the relevant 1976-1977 salary schedules during the course of collective negotiations with the Association.

The Special Assistant further ordered that the Board of Education pay the affected employees in the two negotiations units the monetary difference between the amounts these employees would have received had their increments not been unilaterally withheld, and the amounts they were in fact paid since the commencement of the 1977-1978 school year by Friday, December 16, 1977.

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

UNION COUNTY REGIONAL HIGH SCHOOL  
BOARD OF EDUCATION,

Respondent,

-and-

Docket No. CO-78-87

UNION COUNTY REGIONAL HIGH SCHOOL  
TEACHERS ASSOCIATION,

Charging Party.

Appearances:

For the Board, Weinberg, Manoff & Dietz, Esqs.  
(Mr. Irwin Weinberg, On the Brief)

For the Association, Goldberg, Simon & Selikoff, Esqs.  
(Mr. Gerald M. Goldberg, On the Brief)

INTERLOCUTORY DECISION

An Unfair Practice Charge was filed with the Public Employment Relations Commission (the "Commission") on October 24, 1977 by the Union County Regional High School Teachers Association (the "Association") alleging that the Union County Regional High School Board of Education (the "Board") had engaged in certain unfair practices within the meaning of the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13A-1 et seq. (the "Act").

The Charge alleges that the Board violated N.J.S.A. 34:13A-5.4(a)(1) and (a)(b) by failing to maintain terms and conditions of employment for certain of its employees by refusing to pay its professional; non-supervisory employees; its custodial and maintenance employees; and its secretarial and clerical employees their incremental salary increases for the 1977-78 school year, when due, based on each employee's respective years of service, as established

in the salary guides included within the terms of the three agreements affecting the parties that expired on either June 30, 1977 or on August 31, 1977.<sup>1/</sup> At the time the charge was filed the parties had not reached agreement on successor agreements relating to any of the three negotiations units. The teachers' unit was involved in the fact-finding stage of the Commission's impasse resolution process. The custodial and maintenance unit had filed a Notice of Impasse, seeking mediation assistance, on October 25, 1977. The secretarial and clerical employees were involved in bilateral negotiations with the Board and no impasse had yet been declared. The relevant expired agreements contained salary schedules which included annual increments determined by the employees' years of service and degree status, where appropriate. It is uncontroverted that at the time of the filing of the instant charge, the affected employees for the 1977-78 school year were paid exactly the same salary as they received in 1976-77 and had not received their increments for additional years of service during the pendency of negotiations between the parties.

The Association's charge was accompanied by a request for interim relief along with a brief in support of the Order to Show Cause. The Association in part prayed for affirmative relief from the Commission that would order the Board to pay its employees retroactively the increments illegally withheld plus interest, and that would further order the continuation of these incremental payments, in accordance with the aforementioned salary guides,

<sup>1/</sup> The contract covering the professional, non-supervisory employees covered the period from September 1, 1976 through August 31, 1977. The contracts regarding both the custodial and maintenance employees, as well as the secretarial and clerical employees, covered the period from July 1, 1976 through June 30, 1977.

pending the mutual adoption of new contracts relating to the three negotiations units for the 1977-78 school year. The undersigned, as Special Assistant to the Chairman, having been delegated the authority to act upon requests for interim relief on behalf of the Commission, executed an Order to Show Cause on October 24, 1977 made returnable on November 7, 1977.

Pursuant to the Order to Show Cause, the Board of Education filed a Brief in Opposition to the Order to Show Cause, an Answer to the Association's charge and a supplemental letter attaching two judicial decisions cited by the Board in support of its position in this matter. Both parties, represented by counsel, appeared at the Order to Show Cause hearing conducted on November 7, 1977. At the conclusion of that hearing the undersigned reserved judgment on the Association's application for interim relief. This Interlocutory Decision is therefore being prepared, in accordance with N.J.A.C. 19:14-9.5, to set forth the undersigned's determination relating to the Association's request for interim relief.

On or about November 14, 1977 the undersigned was informed that the Board and the Association had concluded an agreement relating to the teachers' negotiating unit that, in part, provided for the payment of all relevant salary increments, retroactive to the start of the school year. 1(b)/ In light of this agreement and given the nature of interim relief proceeding, the undersigned will not further address those aspects of the Association's charge that relate to the withholding of increments concerning the Board's professional, non-supervisory teaching employees.

1(b) The undersigned has been informed that agreements have not been concluded with the custodial and maintenance unit or the secretarial and clerical unit. The salary increments have still not been paid to employees in these units.

After careful consideration of the written submissions of the parties, and in further consideration of the oral arguments proffered at the show cause hearing, the undersigned has concluded that the Association has satisfied the Commission's standards that have been developed for evaluating the appropriateness of interim relief. These standards are similar to those applied by the courts when confronted with similar applications. Essentially, the test applied by the court is twofold: the substantial likelihood of success on the legal and factual allegations set forth in the charge in the final decision; and the irreparable nature of the harm that will occur, if the relief sought is not granted.

I conclude that in agreement with apposite Commission precedent<sup>2/</sup> there is a substantial likelihood that the Association will prevail on the merits of this case in any final decision by the Commission. More specifically, I find that the Commission will undoubtedly determine that the Board violated N.J.S.A. 34:13A-5.4(a)(1) and (a)(5) by failing to maintain existing terms and conditions of employment of its secretarial and custodial employees by refusing to pay annual incremental salary increases, based on these employees' respective years of service, for the 1977-78 school year. The relevant salary schedules in effect for the 1976-77 school year specified a particular salary step for each year of an employee's service. I believe that it cannot be disputed that a custodian or secretary who worked in 1976-77 would have an additional

<sup>2/</sup> Galloway Township Board of Education v. Galloway Township Education Association, P.E.R.C. No. 76-32, 2 NJPER 186, reversed on mootness grounds, 149 N.J. Super. 350, cert. granted \_\_\_ N.J. \_\_\_ (July 20, 1977)

year of service in September 1977 and would be entitled, pursuant to the salary schedule in effect at the expiration of the agreements, to an increment of one step from his or her 1976-77 salary. The unilateral determination of the Board not to pay any increments was a negation of that additional service and was thus a unilateral alteration of the status quo. Employees were no longer being paid pursuant to their respective schedules. The Commission has determined that the status quo relating to terms and conditions of employment represents that situation which affords the least likelihood of disruption during the course of negotiations for a new agreement.<sup>3/</sup> Because the status quo is predictable and constitutes the terms and conditions under which the parties have been operating, it presents an environment least likely to favor either party.

I further note that the Commission has indicated that, absent extraordinary circumstances, the obligation to maintain the status quo with regard to terms and conditions of employment continues at least until the Commission's impasse resolution procedures, specifically mediation and fact-finding, have been exhausted.<sup>3(b)/</sup> It is uncontroverted in the instant case that the parties have not exhausted the Commission's impasse resolution procedures with regard to either the custodial or secretarial units.

The Board raises a series of defenses to the Association's charges. These defenses will be discussed seriatim.

The Board in part cites a recent Pennsylvania Commonwealth Court decision, In re: Appeal of Cumberland Valley School

<sup>3/</sup> See Galloway, supra, and In re Piscataway Board of Education P.E.R.C. No. 91, 1 NJPER 49 (1976), appeal dismissed as moot (June 24, 1976), pet. for rehearing denied (July 16, 1976) (App. Div. Docket No. A-8-75), pet. for cert. denied (Sept. 28, 1976)

<sup>3(b)/</sup> See cases cited in note 3 above.



District, Case No. 1306 L.D. 1976 (decided on August 11, 1977), in partial support for the position that it has taken concerning the relevant increments. The Commonwealth Court concluded that when a contract between a board of education and a local teachers' association expired, there was no continuing obligation on the part of the board to make payment of economic benefits provided for under the expired agreement.

The New Jersey Appellate Division, however, has not adopted the Pennsylvania Commonwealth Court's reasoning when confronted with a similar case. The Appellate Division, in Galloway Township Board of Education v. Galloway Township Association of Educational Secretaries, P.E.R.C. No. 76-31, 2 NJPER 182 (1976), modified as to remedy 149, N.J. Super. 346, cert. granted N.J. (1977) clearly affirmed the Commission's application of the generally accepted principle in both public and private sector labor relations that the unilateral alteration of terms and conditions of employment, e.g. salaries, during the course of collective negotiations for either a first agreement after a majority representative has been recognized or certified or a contract to succeed an expired agreement, constitutes an illegal refusal to negotiate in good faith.

The Commission and the Courts have thus recognized that normally the very act of unilaterally modifying a particular term and condition of employment, at least in the absence of a genuine post-fact-finding impasse, contradicts, in and of itself, the meaning of collective negotiations inasmuch as ordinarily one cannot unilaterally act and still collectively negotiate about the same subject.<sup>4/</sup>

<sup>4/</sup> See In re City of Jersey City, P.E.R.C. No. 77-58, 3 NJPER (1977) and N.L.R.B. v. Katz, 369 U.S. 736, 50 LRRM 2177 (1962)

The status quo relating to terms and conditions of employment may be established by relying upon past practices or prior negotiations agreements.

The Board further argues that the status quo relating to terms and conditions of employment would not be maintained if salary increments were paid to its employees, based on expired salary schedules, since the result of said payments would be to raise the salaries of these individuals above the amounts earned the prior school year by hundreds of dollars -- the antithesis of maintaining the status quo relating to a specific issue. The Board cites a New York Court of Appeals decision, In the Matter of the Board of Cooperative Educational Services of Rockland County v. New York State Public Employment Relations Board and BOCES staff, unreported case, New York State Court of Appeals, decided May 12, 1977, in support of this contention. In this decision the Court of Appeals held that after the expiration of an employment agreement, it was not a violation of the public employer's duty to negotiate in good faith to discontinue, during negotiations for a successor agreement, the payment of annual salary increments. This court rejected the position of the New York Public Employment Relations Board that the payment of salary increments does not lock employees into a guaranteed gain position and in fact merely preserves the existing relationship between the parties. This New York court determined that the payment of salary increments changed the relationship between the parties and in fact disturbed the status quo to the detriment of collective negotiations.

The undersigned is convinced that the New York Court of

Appeals decision is not controlling for several reasons. It is first unclear in the opinion whether this court was apprised of what existing school district practices <sup>4/</sup> equivalent to the often cited private sector concept of the "habits and customs of industry" <sup>5/</sup> were in New York relating to the payment of length of service salary increments after the expiration date of a contract. Our Commission, through its professional staff and ad hoc mediators and fact-finders, participates in literally hundreds of school district negotiations annually. In view of the Commission's substantial experience and expertise in school district negotiations, <sup>5/</sup> the Commission affirms that it is an uncommon occurrence when a board of education in New Jersey does not pay its employees a length of service increment <sup>6/</sup> at the start of a new school year, regardless of whether there was a contract presently in existence. Through "custom and usage" it has clearly been recognized that the payment of said increment perpetuates the status quo rather than changes it. Additional years of service, subject to maximums established by agreement between the parties, warrant the payment of additional sums of money, subject, of course, to the education laws of the state, N.J.S.A. <sup>7/</sup> 18A:1-1 et seq.

The New York Court of Appeals's decision is also distinguishable because of the existence of certain sections of Title 18A that, independently of the Act, mandate the payment of length of service increments until maximum salaries provided for in the relevant salary schedules are reached, subject to the board's right, in

<sup>5/</sup> See N.J.S.A. 52:14B-10(b)

<sup>6/</sup> This length of service increment is also referred to as an "employment increment" within Title 18A.

<sup>7/</sup> The applicability of Title 18A relating to employment increments will be discussed in a subsequent section of this decision.

individual cases, to withhold increments for inefficiency or other good cause. N.J.S.A. 18A:29-4.1 mandates specifically with regard to full-time teaching personnel that an adopted salary schedule shall remain in full force and effect for a period of two years from the effective date of the salary policy, in the absence of the subsequent adoption of schedules providing for higher salaries or increments. In Cliffside Park Board of Education v. Mayor and Council, 100 N.J. Super. 490 (App. Div. 1968) the voters in the school district twice rejected the local board's proposed budget, \$17,000 of which had previously been allocated for hospitalization insurance premiums. The Court upheld the Commissioner of Education's decision to restore the \$17,000 item to the budget and determined that once having entered into the agreement, the board of education was bound by its terms for two years.<sup>8/</sup> The Appellate Division importantly concluded in its decision that, although N.J.S.A. 18A:29-4.1 refers specifically to full-time teaching staff members, there was no valid basis for distinguishing between teaching and non-teaching personnel employed by the board, at least in the matter before it.<sup>9/</sup> The undersigned concludes that N.J.S.A. 18A:29-4.1 provides an additional statutory basis, not relied upon by the Commission in Galloway / Teachers' increments case 7, supra, for the conclusion that the salary schedules adopted by the board in the instant matter for the 1976-77 school year still define the existing monetary employment relationship between the parties for the 1977-78 year, in the absence of a successor agree-

<sup>8/</sup> See also Newark Teachers Association v. Board of Education, 108 N.J. Super. 34 (1969), affirmed 57 N.J. Super. 100 (1970)

<sup>9/</sup> The Appellate Division further determined that the plain meaning of "salary policy" in N.J.S.A. 18A:29-4.1 included "fringe benefits of employment" such as the payment of insurance premiums.

ment, thus mandating the payment of length of service increments, again subject to Title 18A prescriptions relating to the withholding of increments. An examination of relevant New York statutes fails to reveal the existence of legislation in any way similar to N.J.S.A. 18A:29-4.1.

Moreover, the existence of other provisions of Title 18A relating to the formulation, structure, and interpretation of salary schedules, i.e., N.J.S.A. 18A:29-6, 29-7, 29-8, 29-12, 29-13, and 29-14 serves to further buttress the conclusion that the payment of salary increments in the instant matter is in accord with the system of annual service increments established by the Legislature in Title 18A. <sup>10/</sup> N.J.S.A. 18A:29-6, in apposite part, defines "employment increment" to mean "an annual increase of Two Hundred and Fifty Dollars (\$250.00) granted to a (teaching staff) member..." N.J.S.A. 18A:29-7 prescribes a minimum salary schedule for a school year applicable to teachers engaged in public schools. The statutory schedule lists, for different degree levels, specific minimum salaries for each year of employment from the first to fourteenth. The amount by which each teacher's salary increases annually is referred to as the "employment increment." N.J.S.A. 18A:29-12 provides that the statutory salary schedule in N.J.S.A. 18A:29-7 is only intended

<sup>10/</sup> The particular statutes to be referred to hereinafter all specifically refer to full time teaching staff members. The undersigned finds, consistent with the Appellate Division's statements in Cliffside Park, supra, that there is no valid basis in the instant matter to distinguish between district teaching and non-teaching personnel, who are similarly covered by salary schedules that in part provide for length of service increments.

to prescribe minimum salaries to each step and minimum employment increments. N.J.S.A. 18A:29-13 authorizes schedules with larger <sup>11/</sup> increments or with a greater number of incremental steps.

N.J.S.A. 18A:29-9 importantly provides that a teacher "shall be entitled annually to an employment increment until he shall have reached the maximum salary..." provided in the particular column of the pertinent salary schedule corresponding to his degree status. The circumstances under which an exception may be made to the automatic receipt of an annual increment are set forth in N.J.S.A. 18A:29-14 which provides that an increment may be withheld "for inefficiency or other good cause." In these cases the teachers must be given ten (10) days written notice with reasons and may appeal the action taken to the Commissioner of Education under rules established by the Commissioner. N.J.A.C. 6:24-2.1

In summary, the undersigned concludes that by reading the above statutes in pari materia it is apparent that the State's education laws are totally consistent with the Commission's view that the status quo requires that annual employment increments are to be paid yearly, regardless of whether a collective negotiations agreement is in existence, to all teaching staff members and, by implication, to all other district employees whose salaries are established by similar schedules providing for the receipt of service

<sup>11/</sup> Schedules will normally be established through collective negotiations since salaries are a term and condition of employment.

increments.<sup>12/</sup> This is particularly true, when as here, the salary guides in effect are only one year old, and pursuant to N.J.S.A. 18A:29-4.1 still have a year to run and require the payment of increments. Again, the undersigned notes that an examination of relevant New York statutes fails to reveal the existence of similar legislation.<sup>13/</sup> It is certainly arguable that the conclusion of the New York Court of Appeals in the BOCES decision, supra, may well have been different if there had been statutory provisions within New York State's education laws that required the payment of automatic increments as a matter of right.

The Board, in its submissions, also emphasizes that it has been the long standing past practice in the district that salary increments have been paid retroactively only after inclusion in an executed successor agreement. The Board asserts that at no time has it been the practice to award salary increments based upon a salary guide contained within an expired contract.

The undersigned notes in this regard that the Association filed three separate charges against the Board last year concerning the Board's refusal to pay increments to the individuals in the same three negotiations units, during the pendency of negotiations for 1976-77 successor contracts. These matters are still pending

<sup>12/</sup> The Illinois Appellate Court reached a similar decision in two recent cases, Davis v. Board of Education of Aurora Pub. Sch. Dist. No. 13, 19 Ill. App. 3d 644, 312 N.E. 2d 335 (App. Ct. 1974) and Littrell v. Bd. of Ed., 45 Ill. App. 3d 690, 360 N.E. 2d 102 (App. Ct. 1977). It is important to note that there is no comprehensive public sector labor relations act similar to our act in existence in Illinois that in part would mandate negotiations between a school board and an employee organization relating to terms and conditions of employment. The Illinois Court in these two decisions therefore reached a conclusion similar to the Commission's relating to the payment of length of service increments by relying on statutes in that state's education laws.

<sup>13/</sup> Title 4, Article 63, Section 3102 of New York statutes at one  
(continued)

before the Commission. The undersigned thus does not find this affirmative defense of the Board to be dispositive of the instant matter.

I have also concluded that the Association has established that it would be irreparably harmed if any affirmative relief from the Commission were to await the final outcome of a plenary proceeding. Particular types of unilateral action relating to terms and conditions of employment, such as the non-payment of salary increments, may so undercut the negotiations process and adversely affect the ability of a majority representative to effectively represent its particular constituency that traditional monetary awards that would be ordered at the conclusion of a case would not effectively remedy a violation of the Act. Based on the facts in this case before the undersigned, I find that the non-payment of salary increments in accordance with existing salary schedules has had such a chilling effect on the negotiations process so as to require interim relief. Monetary damages at the end of this case cannot undo that chilling effect. To permit the Board not to pay increments during the pendency of negotiations for a successor agreement would be to permit the Board to apply illegal pressure

13/ (continued) time mandated the following:

"In school districts employing eight or more teachers, except as otherwise provided in subdivision four of this section the minimum salary schedules for teachers which may be fixed in the by-laws adopted pursuant to section thirty-one hundred two of this article shall provide at least five thousand two hundred dollars for teachers in their first year of service in the district and at least eight thousand dollars for teachers in their twelfth year of service in the district. Each such schedule shall contain at least ten annual increments of not less than two hundred fifty dollars each."

This statute was repealed, however, in 1971. 7L. 1971, Ch. 123, Sect. 1, effective April 12, 19717



on the Association to accept the Board's negotiations proposals in order to receive increments in fact due under the old agreement. While the effect of this pressure cannot be precisely measured or computed, it can be prevented by denying the Board the opportunity to withhold increments during the pendency of negotiations.

In addition, the Appellate Division's determination in Galloway Township Board of Education v. Galloway Township Teachers Association, supra, at page 4, that the Commission may have no authority to remedy an unfair practice, e.g. an illegal refusal to pay salary increments, if the parties reach an agreement or otherwise resolve a particular dispute subsequent to the filing of a charge, further buttresses the argument that the irreparable harm test is satisfied in a non-payment of increment case such as the matter before the undersigned. In the above cited Galloway Township case it took the Commission approximately eight months from the filing of the charge alleging the non-payment of salary increments to the issuance of a Commission decision, even though the parties had executed a complete Stipulation of Facts and had waived an evidentiary hearing as well as an intermediate Hearing Examiner's Recommended Report and Decision. Based upon our experience in the impasse resolution area, we can conclude that in virtually every case concerning the non-payment of increments the parties will conclude a successor agreement, providing in part for the retroactive payment of salary increments, prior to the issuance of the Commission's decision. Therefore, a refusal to grant interim relief in a withholding of increments case may well, as contended by the Association, have the practical effect

of inviting boards of education to change existing practices and to withhold increments until some time prior to the issuance of the Commission's final decision in an unfair practice case or until new contracts are negotiated, whichever comes first, free from liability, in an effort to assert improper leverage against a majority representative of its employees. Such a result would serve to condone the unfair practices which the Commission is charged with the exclusive responsibility of preventing.<sup>14/</sup>

I therefore conclude that the Board has violated N.J.S.A. 34:13A-5.4(a)(5) by refusing to negotiate in good faith with the Association by refusing to pay the salary increments set forth in the relevant salary schedules. I also find in the instant matter that the Board's violation of N.J.S.A. 34:13A-5.4(a)(5) has necessarily interfered with, restrained and coerced employees in the exercise of their rights under the Act and therefore further find that the Board has violated N.J.S.A. 34:13A-5.4(a)(1).

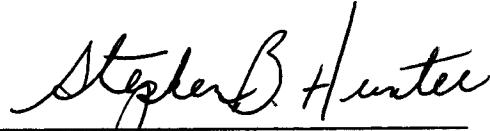
ORDER

I THEREFORE ORDER that the Union County Regional High School Board of Education pay its custodial and maintenance personnel and its secretarial and clerical personnel their increments pursuant to the relevant 1976-77 salary schedules, during the course of collective negotiations with the Union County Regional High School Teachers Association.

<sup>14/</sup> N.J.S.A. 34:13A-5.4(c) provides, in part, that "the Commission shall have exclusive power as hereinafter provided to prevent anyone from engaging in any unfair practice listed / in N.J.S.A. 34:13A-5.4(a) and (b) of the Act /."

IT IS FURTHER ORDERED that the Union County Regional High School Board of Education pay the affected employees in the above-mentioned two negotiations units the monetary difference between the amounts these employees would have received had their increments not been unilaterally withheld, and the amounts they were in fact paid since the commencement of the 1977-78 school year by Friday, December 16, 1977.<sup>15/</sup>

BY ORDER OF THE COMMISSION



Stephen B. Hunter  
Special Assistant to the  
Chairman

DATED: Trenton, New Jersey  
November 28, 1977

<sup>15/</sup> I have not granted the Association's request for interest in this matter. The Commission, within the next few months, will issue a decision that will set forth the Commission's thinking relating to the payment of interest in unfair practice cases. I believe it would not be appropriate for the undersigned to predict what the Commission's decision will be on this yet undecided point of law at this time.