

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

PEQUANNOCK TOWNSHIP BOARD OF
EDUCATION,

Respondent,

-and-

Docket No. CO-83-136-66

PEQUANNOCK TOWNSHIP EDUCA-
TION ASSOCIATION and
PEQUANNOCK TOWNSHIP EDUCA-
TIONAL SECRETARIES ASSOCIA-
TION,

Charging Parties.

SYNOPSIS

The Public Employment Relations Commission holds that the Pequannock Township Board of Education violated the New Jersey Employer-Employee Relations Act when it unilaterally established the salary for the new position of part-time temporary bookkeeper, but did not violate the Act when it reduced the secretarial work force and redistributed the duties of the eliminated position among the remaining secretaries.

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Charging Parties.

Appearances:

For the Respondent, McKeon, Curtin, Hubner &
McKean, Esqs. (Thomas R. Curtin, of Counsel)

For the Charging Parties, Zazzali, Zazzali &
Kroll, Esqs. (Kenneth I. Nowak, of Counsel)

DECISION AND ORDER

On November 29, 1982, the Pequannock Township Educa-
tion Association ("Education Association") and the Pequannock
Township Educational Secretaries Association ("Secretaries
Association") filed an unfair practice charge, amended on
January 17, 1983, against the Pequannock Township Board of Edu-
cation ("Board") with the Public Employment Relations Commission.
The charge alleged that the Board violated the New Jersey
Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et. seq.,
("Act"), specifically subsections 5.4(a)(1), (2), and (5),^{1/}

^{1/} These subsections prohibit public employers, their repre-
sentatives or agents from: "(1) Interfering with, restraining
or coercing employees in the exercise of the rights guaran-
teed to them by this act; (2) Dominating or interfering with
the formation, existence or administration of any organization;
and (5) Refusing to negotiate in good faith with a majority
representative of employees in an appropriate unit concern-
ing terms and conditions of employment of employees in that
unit, or refusing to process grievances presented by the
majority representative."

when, on June 1, 1982, it unilaterally assigned the duties of a secretary/bookkeeper, who had resigned, to other members in the negotiations units and failed to negotiate additional compensation for the increased workload, and further when it discussed with individual members rather than the Association's representatives the change in workloads and terms and conditions of employment.

On December 10, 1982, the Board filed a response. It averred that the Board had earlier made a budgetary decision to reduce its clerical work force and that when the secretary/bookkeeper resigned, its decision to reduce its force was implemented and her position was eliminated. The reassignment of these duties to other unit members resulted from its reduction in force decision. On January 19, 1983, the Board responded to the amended charge. It denied having negotiated with individual members of the negotiations units concerning changes in workload or other terms and conditions of employment and denied that there had been any workload increases.

On January 29, 1983, the Director of Unfair Practices issued a Complaint and Notice of Hearing. On March 11, 1983, the Board filed an Answer in which it reincorporated its previous position.

On March 17, 1983, Commission Hearing Examiner Alan R. Howe conducted a hearing. The parties examined witnesses, presented evidence, and waived oral argument. Post-hearing briefs were filed on May 2, 1983.

On May 9, 1983, the Hearing Examiner issued his report

and recommendations, H.E. No. 83-38, 9 NJPER ____ (¶ ____ 1983) (copy attached). He concluded, citing Maywood Board of Education v. Maywood Education Association, 168 N.J. Super. 45 (App. Div. 1979), that the Board had not violated the Act when it eliminated the position of secretary/bookkeeper due to a reduction in force decision or when it redistributed those duties to other secretarial employees. He found that under Maywood,^{2/} the Board had no duty to negotiate with either Association since the redistribution of duties and its effects were the result of the impact of the RIF decision.^{3/} He did find, however, that the Board violated subsections 5.4(a)(1) and (5) when, in January 1983, the Board created the position of part-time temporary bookkeeper and then unilaterally established the salary for that position. In re Matawan-Aberdeen Regional Board of Education, P.E.R.C. No. 82-56, 8 NJPER 31 (¶13013 1981).

The Hearing Examiner served a copy of his report on the parties. The cover letter stated that Exceptions were due May 23, 1983. No Exceptions have been filed and neither party has requested an extension of time in which to file.

In the absence of Exceptions and based on our review of the entire record of these proceedings, we adopt the Hearing Examiner's findings of fact and recommendations.

ORDER

IT IS ORDERED that:

^{2/} See also In re Milltown Board of Education, P.E.R.C. No. 80-118, 6 NJPER 189 (¶11090 1980); and In re Edison Township Board of Education, P.E.R.C. No. 83-106, 9 NJPER 142 (¶14067 1983).

^{3/} The Hearing Examiner also dismissed the Association's allegation of an (a)(2) violation because no evidence had been introduced supporting this allegation.

A. The Respondent Pequannock Board of Education cease and desist from:

1. Interfering with, restraining or coercing its employees in the exercise of the rights guaranteed to them by the Act, particularly by refusing to negotiate with the Charging Parties with respect to salaries for newly created positions within the collective negotiations unit.

2. Refusing to negotiate in good faith with the Charging Parties concerning terms and conditions of employment of employees in the secretarial unit, particularly by refusing to negotiate salaries for newly created positions.

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

1. Negotiate in good faith, upon demand, with the Charging Parties regarding the salary for the position of part-time temporary bookkeeper.

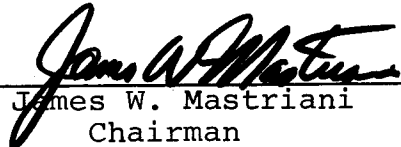
2. Post in all places where notices to employees are customarily posted, copies of the attached notice marked as Appendix "A." Copies of such notice, on forms to be provided by the Commission, shall be posted immediately upon receipt thereof and, after being signed by the Respondent's authorized representative,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

has taken to comply herewith.

C. That the allegations that the Respondent Board violated Section 5.4(a)(2) of the Act be dismissed in their entirety.

BY ORDER OF THE COMMISSION


James W. Mastriani
Chairman

Chairman Mastriani, Commissioners Butch, Graves, Hartnett and Suskin voted in favor of this decision. None opposed. Commissioners Hipp and Newbaker abstained.

DATED: Trenton, New Jersey
June 24, 1983
ISSUED: June 27, 1983

NOTICE TO ALL EMPLOYEES

PURSUANT TO

AN ORDER OF THE

PUBLIC EMPLOYMENT RELATIONS COMMISSION

and in order to effectuate the policies of the

NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT,

AS AMENDED

We hereby notify our employees that:

WE WILL NOT interfere with, restrain or coerce employees in the exercise of the rights guaranteed to them by the Act, particularly by refusing to negotiate with the Charging Parties with respect to salaries for newly created positions within the collective negotiations unit.

WE WILL NOT refuse to negotiate in good faith with the Charging Parties concerning terms and conditions of employment of employees in the secretarial unit, particularly by refusing to negotiate salaries for newly created positions.

WE WILL negotiate in good faith, upon demand, with the Charging Parties regarding the salary for the position of part-time temporary bookkeeper.

PEQUANNOCK TOWNSHIP BOARD OF EDUCATION
(Public Employer)

Dated _____

By _____ (Title)

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

If employees have any question concerning this Notice or compliance with its provisions, they may communicate directly with the Public Employment Relations Commission, 429 East State, Trenton, New Jersey 08608 Telephone (609) 292-9830.

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

In the Matter of

PEQUANNOCK TOWNSHIP BOARD OF EDUCATION,

Respondent,

-and-

Docket No. CO-83-136-66

PEQUANNOCK TOWNSHIP EDUCATION ASSOCIATION &
PEQUANNOCK TOWNSHIP EDUCATIONAL SECRETARIES
ASSOCIATION,

Charging Parties.

SYNOPSIS

A Hearing Examiner recommends that the Public Employment Relations Commission find that the Respondent did not violate Subsections 5.4(a)(1), (2) and (5) of the New Jersey Employer-Employee Relations Act when it eliminated the position of bookkeeper at the High School in May 1982 and thereafter redistributed the duties to the remaining secretarial employees at the High School. The redistribution of duties occurred after the Board decided to RIF one secretary and, thus, the redistribution of duties was as a result of the impact of the RIF, which is non-negotiable under Maywood Board of Education, 168 N.J. Super. 45 (App. Div. 1979).

The Hearing Examiner further recommended that the Commission find that the Respondent Board violated Subsections(a)(1) and (5) of the Act when the Board created the position of part-time temporary bookkeeper and thereafter unilaterally determined the salary for this position without collective negotiations: Matawan-Aberdeen Regional Board of Education, P.E.R.C. No. 82-56, 8 NJPER 31 (1981).

A Hearing Examiner's Recommended Report and Decision is not a final administrative determination of the Public Employment Relations Commission. The case is transferred to the Commission which reviews the Recommended Report and Decision, any exceptions thereto filed by the parties, and the record, and issues a decision which may adopt, reject or modify the Hearing Examiner's findings of fact and/or conclusions of law.

STATE OF NEW JERSEY
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ASSOCIATION,

Charging Parties.

Appearances:

For the Respondent

McKeon, Curtin, Hubner & McKeon, Esqs.
(Thomas R. Curtin, Esq.)

For the Charging Parties

Zazzali, Zazzali & Kroll, Esqs.
(Kenneth I. Nowak, Esq.)

HEARING EXAMINER'S RECOMMENDED
REPORT AND DECISION

An Unfair Practice Charge was filed with the Public Employment Relations Commission (hereinafter the "Commission") on November 29, 1982, and amended on January 17, 1983, by the Pequannock Township Education Association and the Pequannock Township Educational Secretaries Association (hereinafter the "Charging Parties," the "Education Association" or the "Secretaries Association") alleging that the Pequannock Township Board of Education (hereinafter the "Respondent" or the "Board") had engaged in unfair practices within the meaning of the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13A-1 et seq. (hereinafter the "Act"), in that on or about June 1, 1982 the Board unilaterally assigned the duties of a secretary-bookkeeper to other members of the unit represented by the Secretaries Association thereby increasing their workloads without having negotiated additional compensation for the increase in workloads, and further, in June and September 1982 the Board discussed directly with individual members of the Secretaries Association

the change in workloads and other terms and conditions of employment of the affected employees rather than with the Association's representatives, all of which is alleged to be a violation of N.J.S.A. 34:13A-5.4(a)(1), (2) and (5) of the Act.^{1/}

It appearing that the allegations of the Unfair Practice Charge, as amended, if true, may constitute unfair practices within the meaning of the Act, a Complaint and Notice of Hearing was issued on January 27, 1983. Pursuant to the Complaint and Notice of Hearing, a hearing was held on March 17, 1983 in Newark, New Jersey, at which time the parties were given an opportunity to examine witnesses, present relevant evidence and argue orally. Oral argument was waived and the parties filed post hearing briefs by May , 1982.

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

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

FINDINGS OF FACT

1. The Pequannock Township Board of Education is a public employer within the meaning of the Act, as amended, and is subject to its provisions.

2. The Pequannock Township Education Association and the Pequannock Township Educational Secretaries Association are public employee representatives within the meaning of the Act, as amended, and are subject to its provisions.

3. The current collective negotiations agreement between the Board and the Secretaries Association is effective during the term July 1, 1980 through June 30, 1983 (J-1). In Article 1, "Recognition Statement," the Board agrees to recognize

^{1/} These Subsections prohibit public employers, their representatives or agents from:
 "(1) Interfering with, restraining or coercing employees in the exercise of

the Secretaries Association as the majority representative for "...all school clerical personnel under full-time contract (20 hours or more per week) or on leave..." with certain exclusions not pertinent hereto. The Salary Guides in J-1 make a distinction between 10-month and 12-month employees but the step differentials from 1 through 14 do not further differentiate by job classification or location (J-1, pp. 21-23).

4. In the 1981-82 school year there were five (5) full-time secretaries and one part-time secretary at the High School. In the Spring of 1982, during the preparation of the 1982-83 school budget, the Board decided to eliminate one (1) full-time secretary at the High School. The President and Vice President of the Secretaries Association were personally advised of this fact by Andrew C. Bourke, the Board Secretary.

5. The Bookkeeper at the High School was Della Henderson. Henderson resigned as Bookkeeper, effective May 29, 1982, and left the School District permanently. The Board decided to treat Henderson's departure as the elimination of the secretarial position in the High School, which it had decided upon.

6. The Board undertook immediately to redistribute the Bookkeeper duties of Henderson to the remaining secretarial employees at the High School, infra. In so doing the Board did not offer increased compensation to those employees who assumed the redistributed duties.

7. In 1979, at the request of Henderson, who was President of the Secretaries Association, or at the request of the High School Principal or Vice-Principal, the various secretarial employees at the High School prepared their own job descriptions. These never became official business records of the Board. These job descriptions were received in evidence as follows: Bookkeeper - CP-1; Attendance Officer - CP-2; Secretary to High School Principal - CP-3; Secretary to High School Principal (rev'd. 10/82)- CP-4; and High School Main Office Secretary - CP-5.

8. The bookkeeping duties of Henderson were redistributed as follows: the

pure bookkeeping responsibilities were assigned to Elizabeth Akin, the Attendance Officer ; ^{2/} the petty cash responsibility was assigned to Carol Olson, the Secretary to the High School Principal; the responsibility for athletic insurance was assigned to Karen Forrest, a School Nurse; the purchasing duties were assigned to Eleanor Ferrier, a Secretary at the High School; responsibility for extra-curricular activities and payroll checks was assigned to Marian DeCaro, Secretary in the High School, who became Secretary to the Vice-Principal in December 1982 when Ferrier retired; a part-time Secretary, Grace Robinson, assumed responsibility for purchase orders and her hours increased from 3 hours to 5 or 6 hours per day.

9. When Akin was temporarily on leave for one month between September and October 1982 the Board utilized Frank Mento, a Chemistry teacher, to perform Akin's bookkeeping duties at a stipend of \$250 per month. Akin resumed these bookkeeping duties in October 1982 and continued to perform them until January 1983 when the Board decided to transfer the duties permanently to a part-time temporary bookkeeper. This position was posted in January 1983 and Mento was the only employee who bid for the job. He assumed the duties in January 1983 at the same stipend of \$250 per month, based upon ten hours of work per week.

10. The Board never discussed with either Association the posting of the job for part-time temporary bookkeeper nor did the Board offer to negotiate the stipend with either Association. Bourke, on behalf of the Board, did discuss the level of compensation with the High School Principal, Harold F. Veal, Jr., in September 1982 and both agreed that it should be \$250 per month. Mento testified that in September 1982 he and the Vice-Principal, Ralph Rizzollo, reached an agreement that the stipend would be \$250. The Hearing Examiner credits Bourke's testimony as the more likely sequence of events with Rizzollo deriving his authority to set the figure from Veal.

11. Due to the resignation of Henderson and the retirement of Ferrier the number of full-time secretaries in the High School has diminished from five (5) to

2/ See paras. 1-3 and 16 of CP-1.

three (3) in number as of the date of the hearing. There is still one part-time secretary.

12. The secretary witnesses for the Charging Parties testified as to the impact of the additional duties on their workday. While the workday has not been formally extended by the Board some of the secretaries have on occasion voluntarily worked 15 to 45 minutes beyond the end of the normal workday. However, no one has applied for the payment of overtime for such work but Olson has applied for "comp time." Also, occasionally Akin has taken work home but has never applied for overtime payment or "comp time."

THE ISSUES

1. Did the Respondent Board violate Subsections(a)(1), (2)^{3/} and (5) of the Act when it RIFFED the position of bookkeeper at the High School in May 1982 and redistributed the duties of the bookkeeper to the remaining secretarial employees at the High School without negotiating additional compensation?

2. Did the Respondent Board violate Subsections(a)(1) and (5) of the Act when it created the position of part-time temporary bookkeeper at the High School and thereafter unilaterally determined the salary for this position?

DISCUSSION AND ANALYSIS

The Respondent Board Did Not Violate Subsections(a)(1) And (5) Of The Act When It RIFFED The Position Of Bookkeeper At The High School In May 1982 And Redistributed The Duties Of The Bookkeeper To The Remaining Secretarial Employees At The High School Without Negotiating Additional Compensation

It is true, as the Charging Parties argue, that changes in a public employee's workday, which result in an increased workload, are mandatorily negotiable: Dover Board of Education, P.E.R.C. No. 81-110, 7 NJPER 161 (1981), aff'd. App. Div.

Docket No. A-3380-80T2 (1982); Bridgewater-Raritan Regional Board of Education, P.E.R.C. No. 81-35, 6 NJPER 449 (1980); Ramapo-Indian Hills High School District Board of Education,

3/ The Charging Parties failed to adduce any evidence which would support a finding of a subsection(a)(2) violation of the Act by the Respondent. Accordingly, the Hearing Examiner will recommend dismissal of this allegation.

P.E.R.C. No. 80-9, 5 NJPER 302 (1979), aff'd. 176 N.J. Super. 35 (1980); and Newark Board of Education v. Newark Teachers Union Local 481, P.E.R.C. No. 79-24, 4 NJPER 486 (1979), P.E.R.C. No. 79-38, 5 NJPER 41 (1979), aff'd. App. Div. Docket No. A-2060-78 (1980).

The problem for the Charging Parties is that while normally negotiable, the instant case arises in the context of a RIF (reduction-in-force). The Respondent cites Maywood Board of Education, 168 N.J. Super. 45 (App. Div. 1979), pet. for certif. den. 81 N.J. 292 (1979); Milltown Board of Education, P.E.R.C. No. 80-118, 6 NJPER 189 (1980); and Edison Township Board of Education, P.E.R.C. No. 83-106, 9 NJPER 142 (1983). These cases stand collectively for the proposition that not only the decision to RIF but the impact of a RIF is non-negotiable. In all three cases a public employer was motivated in its decision to RIF by valid economic considerations. There was, thus, involved no discriminatory motive or animus in the action of the public employer.

The decision of the Commission in Edison, supra, is worthy of additional comment in that in that case, as here, there was involved the redistribution of the duties of one group of secretaries to another group of secretaries. In finding no violation of the Act by the redistribution of duties, the Commission said:

"We believe that the Board had no obligation to negotiate because the redistribution of the "C" secretaries' work did not alter the previous terms and conditions of employment of unit members. The hours of work and compensation of "A" or "B" secretaries remained the same. Further, there was no contract clause or past practice limiting the assignment of certain tasks to secretaries..." (9 NJPER at 144).

While it is true that the Charging Parties adduced proof that there has been an increase in the workload of certain secretaries since the resignation of Henderson in May 1982, the increases resulted directly from the Respondent's decision to RIF one secretary as a result of the budget process in the Spring of 1982. The Respondent immediately notified the President and Vice-President of the Secretaries Association. When Henderson left in May 1982 the Board

immediately redistributed her bookkeeper duties to the remaining secretarial employees. Those secretaries, such as Akin, who worked an additional 15 to 45 minutes beyond the end of the normal workday, did so voluntarily without any expectation of additional compensation. No one has applied for the payment of overtime although Olsen applied for "comp time."

All of the foregoing having resulted from the impact of the Respondent's decision to RIF one secretarial employee, the Hearing Examiner must recommend dismissal of the allegations that the Respondent violated Subsections(a)(1) and (5) of the Act when it redistributed the bookkeeper duties of Henderson to the other secretarial employees at the High School on and after May 1982.

The Respondent Violated Subsections
(a)(1) And (5) Of The Act When It
Created The Position Of Part-Time
Temporary Bookkeeper And Thereafter
Unilaterally Determined The Salary
For This Position

When the Respondent Board decided to create the position of part-time temporary bookkeeper and thereafter unilaterally determined the salary for this position the Board ran afoul of its negotiations obligation under the Act. It is undisputed that Bourke, on behalf of the Board, did not discuss or negotiate with the Association's representatives regarding the \$250 per month stipend for the part-time temporary bookkeeper position. The amount of the stipend was unilaterally determined by Bourke, in consultation with the principal of the High School, Veal, in September 1982 and both agreed that it should be \$250 per month.

The Commission in Matawan-Aberdeen Regional Board of Education, P.E.R.C. No. 82-56, 8 NJPER 31 (1981) held that the unilateral action of the Board in setting the salary and removing a position from the bargaining unit was a violation of its obligation to negotiate (8 NJPER at 32). While it is arguable that the Respondent herein has not removed a position from the bargaining unit by its having

awarded the temporary bookkeeper position to Mento, a chemistry teacher who is not in the secretarial unit, it is clear that the Respondent herein has unilaterally set Mento's salary as part-time temporary bookkeeper without negotiations with the Secretaries Association. This is plainly a violation of Subsection(a)(5), and derivatively (a)(1), of the Act: Matawan, supra. Thus, the Hearing Examiner will recommend an appropriate remedy.

* * * *

Upon the entire record in this case, the Hearing Examiner makes the following:

CONCLUSIONS OF LAW

1. The Respondent Board did not violate N.J.S.A. 34:13A-5.4(a)(1), (2) and (5) when it eliminated the position of bookkeeper at the High School in May 1982 and redistributed the duties of the bookkeeper to the remaining secretarial employees at the High School.
2. The Respondent Board violated N.J.S.A. 34:13A-5.4(a)(5), and derivatively 5.4(a)(1), when it created the position of part-time temporary bookkeeper and thereafter unilaterally determined the salary for this position without negotiations with the Secretaries Association.

RECOMMENDED ORDER

The Hearing Examiner recommends that the Commission ORDER:

A. That the Respondent Board cease and desist from:

1. Interfering with, restraining or coercing its employees in the exercise of the rights guaranteed to them by the Act, particularly, by refusing to negotiate with the Charging Parties with respect to the salaries for positions within the collective negotiations unit.
2. Refusing to negotiate in good faith with the Charging Parties concerning terms and conditions of employment of employees in the secretarial unit, particularly, by refusing to negotiate with the Charging Parties with respect to the salaries for positions within the unit.

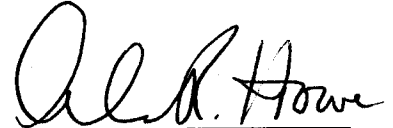
B. That the Respondent Board take the following affirmative action:

1. Negotiate in good faith, upon demand, with the Charging Parties regarding the salary for the position of part-time temporary bookkeeper.

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 by the Respondent Board to insure 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 Board has taken to comply herewith.

C. That the allegations that the Respondent Board violated Section 5.4(a)(2) of the Act be dismissed in their entirety.



Alan R. Howe
Alan R. Howe
Hearing Examiner

Dated: May 9, 1983
Trenton, New Jersey

NOTICE TO ALL EMPLOYEES

PURSUANT TO

AN ORDER OF THE

PUBLIC EMPLOYMENT RELATIONS COMMISSION

and in order to effectuate the policies of the

NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT,

AS AMENDED

We hereby notify our employees that:

WE WILL NOT interfere with, restrain or coerce our employees in the exercise of the rights guaranteed to them by the Act, particularly, by refusing to negotiate with the Pequannock Township Education & Secretaries Associations with respect to the salaries for positions within the collective negotiations unit.

WE WILL NOT refuse to negotiate in good faith with the Associations concerning terms and conditions of employment of employees in the secretarial unit, particularly, by refusing to negotiate with respect to the salaries for positions within the unit.

WE WILL negotiate in good faith, upon demand, with the Associations regarding the salary for the position of part-time temporary bookkeeper.

PEQUANNOCK TOWNSHIP BOARD OF EDUCATION

(Public Employer)

Dated _____

By _____ (Title)

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

If employees have any question concerning this Notice or compliance with its provisions, they may communicate directly with _____ Chairman, Public Employment Relations Commission, P.O. Box 2209, Trenton, New Jersey 08625 Telephone (609) 292-6780