P.E.R.C. NO. 89-49

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

WILLINGBORO BOARD OF EDUCATION,

Respondent-Charging Party,

-and-

Docket Nos. CE-H-88-6 and CO-H-88-165

WILLINGBORO EDUCATION ASSOCIATION,

Charging Party-Respondent.

SYNOPSIS

The Public Employment Relations Commission dismisses a Complaint based on unfair practice charges filed by the Willingboro Board of Education and the Willingboro Education Association. The Board alleges that the Association violated the New Jersey Employer-Employee Relations Act by distributing a flyer to visiting parents at a back-to-school night. The Association alleges that the Board violated the Act when its superintendent established an overbroad and unconstitutional rule prohibiting the Association from distributing literature on school property. Without deciding whether the parties' contract authorized the Association's action, the Commission rejects the Board's argument that the action violated the Act. The Commission further finds that the Association failed to prove that its literature distribution to parents was protected activity. Accordingly, the Commission cannot conclude that the superintendent's admonitions to cease the distribution violated the Act.

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WILLINGBORO EDUCATION ASSOCIATION,

Charging Party-Respondent

Appearances:

For the Board of Education, James P. Granello, Esq.

For the Association, Selikoff & Cohen, Esqs.
(Joel S. Selikoff, of counsel)

DECISION AND ORDER

On October 20, 1987, the Willingboro Board of Education ("Board") filed an unfair practice charge alleging that the Willingboro Education Association ("Association") violated subsection 5.4(b)(3)[1/] of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., by distributing a flyer to visiting parents at a back-to-school night. The Board alleges that the flyer falsely described its conduct in collective negotiations

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1/ This subsection prohibits employee organizations, their representatives or agents from: "(3) Refusing to negotiate in good faith with a public employer, if they are the majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit."

and that the Association had no contractual right to distribute the flyer to the public in school during work time.[2/]

On December 22, 1987, the Association filed an unfair practice charge alleging that the Board violated subsection 5.4(a)(1).[3/] It claimed a letter to the Association's president from the superintendent established an overbroad and unconstitutional rule prohibiting the Association from distributing literature on school property.

On January 20, 1988, the Director of Unfair Practices issued a Consolidated Complaint and Notice of Hearing. On February 3, the Board filed an Answer asserting that the superintendent's letter confirmed existing contractual rights and practice and that its policy about distribution of literature on school grounds is constitutional. On February 4, the Association filed an Answer admitting that its members distributed the flyer, but denying it committed an unfair practice.

On March 24, 1988, Hearing Examiner Richard C. Gwin conducted a hearing. The parties examined witnesses and introduced exhibits. They waived oral argument but filed briefs and replies by June 1, 1988.

2/ At the hearing, the Board amended its charge to allege that the Association unilaterally altered the status quo by distributing the flyer.

3/ This subsection prohibits public employers, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this act."

On June 9, 1988, the Hearing Examiner issued his report. H.E. No. 88-60, __ NJPER ___ (¶ 1988). He recommended that the Board's allegations be dismissed. First, he found that employers, not employee organizations, control terms and conditions of employment. Thus, employee organizations cannot unilaterally change them. Second, he found that Association access to the public is not a "term and condition" of employment. He also recommended finding that the superintendent's letter violated the Act.

On June 22, 1988, the Board filed exceptions. It asserts that the Hearing Examiner erred in not finding that: (1) back-to-school night was scheduled work time; (2) the right to distribute literature during work hours is a term and condition of employment which the Association unilaterally changed, and (3) the superintendent's letter did not create an overbroad no-distribution policy.

We have reviewed the record. The Hearing Examiner's findings of fact (pp. 3-6) are accurate. We adopt and incorporate them.[4/]

The Board's Allegation

Employee speech is often an essential means of achieving group goals. See Emarco, Inc., 284 NLRB No. 91, 125 LRRM 1311, 1313 (1987). Use of school facilities to effectuate lawful collective

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4/ The Hearing Examiner found attendance by teachers at back-to-school night to be mandatory. Given that, we infer that back-to-school night is work time.

negotiations goals is mandatorily negotiable. Passaic Cty. Park Comm'n, P.E.R.C. No. 85-23, 11 NJPER 16 (¶16007 1984); West Deptford Tp. Bd. of Ed., P.E.R.C. No. 79-41, 5 NJPER 44 (¶10029 1979); Union City Reg. Bd. of Ed., P.E.R.C. No. 76-13, 2 NJPER 50, 52 (1976). In fact, the parties negotiated a contract provision providing for Association use of school buildings. The Board alleges that this provision does not authorize distribution of literature during back-to-school night. It characterizes the Association's action as an unlawful unilateral change in a term and condition of employment. Without deciding whether the contract authorized the Association's action, we reject the Board's argument that the action violated subsection 5.4(b)(3).

Terms and conditions of employment are set by statute, agreement or unilateral employer action. Implementation of terms and conditions of employment is generally accomplished through employer action. See Cutler v. NLRB, 395 F.2d 287, 68 LRRM 2317 (2d Cir. 1968) (union cannot change terms and conditions of employment). If a union's action exceeds its contractual authority, the employer can seek arbitral or judicial restraint of that action.[5/] Accordingly, we dismiss the Board's allegation.

The Association's Allegation

5/ In essence, the Board alleges that the Association breached the parties' agreement. Mere breaches of contract are not unfair practices. State of New Jersey (Dept. of Human Services), P.E.R.C. No. 84-148, 10 NJPER 419 (¶15191 1984).

We hold that the superintendent's telephone conversation with the Association's president did not violate the Act. A public employer has a right to express opinions about labor relations provided such statements are noncoercive. Black Horse Pike Reg. Bd. of Ed., P.E.R.C. No. 83-19, 7 NJPER 502 (¶12223 1981). An employee organization also has a right to express publicly its labor relations views. Manalapan-Englishtown Reg. Bd. of Ed., P.E.R.C. No. 78-91, 4 NJPER 262 (¶4134 1978); see also River Dell Ed. Ass'n v. River Dell Bd. of Ed., 122 N.J. Super. 350 (Law Div. 1973); Laurel Springs Bd. of Ed., P.E.R.C. No. 78-4, 3 NJPER 228 (1977). However, a union's right may be limited by considerations of time, place and manner. Here, the Associaton failed to prove that its literature distribution to parents was protected. The specifics of the time, place and manner of distribution were not brought out at the hearing. We are therefore unable to presume the distribution was protected. Accordingly, we cannot conclude the superintendent's oral admonition to cease the distribution violated the Act.

Similarly, we find that the superintendent's October 7 letter to the Association's president did not violate the Act. That letter confirms the telephone conversation and is based on the superintendent's interpretation of the parties' contract as applied to the events of that night. In isolation, the statement that "any distribution of literature must be off school property" could be read as an overbroad restriction on protected activity. But in the context of the telephone conversation and the rest of the letter,

the disputed statement lies within the area of permissible employer speech. We note in particular that the letter was addressed to the union president who was aware of the full context of the statement, not to other unit members uninvolved in the dispute over the literature distribution. Contrast Downe Tp. Bd. of Ed., P.E.R.C. No. 86-66, 12 NJPER 3, 9 (¶17002 1985).

ORDER

The consolidated Complaint is dismissed.

BY ORDER OF THE COMMISSION

James W. Mastriani
Chairman

Chairman Mastriani, Commissioners Johnson, Smith, and Wenzler voted in favor of this decision. Commissioners Reid and Bertolino abstained. None opposed.

DATED: Trenton, New Jersey
October 20, 1988
ISSUED: October 21, 1988

H.E. NO. 88-60

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

In the Matter of

BOARD OF EDUCATION OF TOWNSHIP
OF WILLINGBORO,

Respondent-Charging Party,

-and-

Docket Nos. CE-H-88-6 and
CO-H-88-165

WILLINGBORO EDUCATION ASSOCIATION,

Respondent-Charging Party.

SYNOPSIS

The Hearing Examiner recommends the Commission find that the Board violated subsection 5.4(a)(1) of the Act by prohibiting distribution of Association literature to the public on school facilities at any time, even under circumstances that would not interfere with the Board's educational responsibilities.

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. 88-60

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WILLINGBORO EDUCATION ASSOCIATION,

Respondent-Charging Party.

Appearances:

For the Association, Selikoff & Cohen, Esqs.
(Joel S. Selikoff, of counsel)

For the Board, James P. Granello, Esq.

HEARING EXAMINER'S REPORT
AND RECOMMENDED DECISION

On October 20, 1987, the Board of Education of the Township of Willingboro ("Board") filed an unfair practice charge alleging that the Willingboro Education Association ("Association") violated subsection 5.4(b)(3) of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. ("Act"),[1/] by distributing a flyer to visitors at an October 6, 1987 back-to-school night. The Board

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1/ This subsection prohibits employee organizations, their representatives or agents from: "(3) Refusing to negotiate in good faith with a public employer, if they are the majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit."

alleged that the flyer falsely described its conduct in collective negotiations and that the Association had no contractual right to distribute the flyer to the public in school facilities during work time.

On December 22, 1987, the Association filed an unfair practice charge alleging that the Board violated subsection 5.4(a)(1) of the Act.[2/] The Association alleged that the Superintendent of Schools, in an October 7, 1987 letter to the Association's president, established an over-broad and unconstitutional rule prohibiting the Association from distributing literature on school property.

On January 20, 1988, the Director of Unfair Practices issued a Consolidated Complaint and Notice of Hearing.

On February 3, 1988, the Board filed an Answer asserting that the Superintendent's letter merely confirmed existing contractual rights and practice and that its policy about distribution of literature on school grounds was constitutional.

On February 4, 1988, the Association filed an Answer admitting that its members distributed the flyers on October 6, 1987, but denying it committed an unfair practice.

I conducted a hearing on March 24, 1988, at which the parties examined witnesses and introduced exhibits. When the

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2/ This subsection prohibits public employers, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this act."

record opened, both the Board and the Association moved to dismiss the other's Complaint. I reserved on those motions. The Board withdrew its allegation that the flyers inaccurately described the parties' negotiations. The Board characterized its amended Complaint as follows: since the parties' contract did not permit it, the Association unilaterally altered the status quo by distributing the flyer. At the conclusion of the Board's case, I granted the Association's motion to dismiss. I later denied the Board's motion to dismiss.

The parties waived closing argument but filed briefs and reply briefs by June 1, 1988. Based upon the entire record, I make the following:

FINDINGS OF FACT

1. The Board is an employer and the Association an employee organization within the meaning of the Act.

2. During October 1987, the parties were negotiating a successor contract. The Board had scheduled back-to-school nights for October 6 at J.F. Kennedy High School and October 8 at Willingboro High School.

On October 6, Association members distributed to visitors at the J.F. Kennedy High School back-to-school night a flyer titled "What's Going On." (B-1) The Association's name appeared at the bottom of the flyer in bold letters. The flyer stated that the Association considered the Board's conduct during negotiations to

be in bad faith and it suggested that readers contact Board members and "urge them to settle." (B-1)

3. On October 7, 1987, Superintendent Romanoli received a copy of the flyer from the principal of Willingboro High School. When told that the flyer was distributed at the October 6 back-to-school night, Romanoli telephoned Association President Byron Jefferds. Jefferds credibly described their conversation as follows:

> A. The Superintendent indicated that he had seen the flyer which had been passed out the previous evening at John F. Kennedy High School, and that it had been brought to his attention that this should not have been done, and that we should not do it in the future.
>
> Q. Did you respond?
>
> A. Yes.
>
> Q. Can you tell us what you said to him as you recall it?
>
> A. Well, I agreed that it was not a matter that was covered in the contract, and that I would instruct my Senior Building Reps not to do that again, not to pass them out.
>
> Q. What was your understanding then of the import of the Superintendent's statement to you as that impacted upon future actions of the Association in connection with distribution of this type of literature?
>
> A. My understanding was that since that--until a clarification was achieved, we would have to follow the directive; and I assumed that it was a directive.
>
> Q. In connection with your understanding of that directive, were there any circumstances, according to the Superintendent, and according to your understanding of what the Superintendent's

> directive was, were there any circumstances under which the Association would be able to, within the confines of the school building, distribute literature to members of the public on a matter of public concern during working hours?
>
> A. No. There were no circumstances under which we, as an Association, could do that is my understanding. [T58-T59]

Jefferds also interpreted Romanoli's comments as a prohibition against distributing Association literature to the public at any time on school grounds. As a result of his conversation with Romanoli, Jefferds called Association building representatives at Willingboro High School and told them not to distribute the flyer on October 8.

4. On October 7, Romanoli wrote Jefferds the following letter:

> Dear Mr. Jefferds:
>
> This letter will confirm our telephone conversation of today relative to the distribution of WEA literature to parents who were visiting classrooms on back to school night at JFK High School.
>
> Article VI, B-3, states 'Attendance at back to school night shall be mandatory.' This is an official school activity. Any distribution of literature other than Superintendent approved or Principal approved literature is an improper action. To confirm this, Article IV-D states "Copies of all materials to be posted to bulletin boards shall be given to the building Principal." No where [sic] in the contract is there any provision for distribution of association literature to parents on school property.
>
> You and I have agreed this is the case and this letter will officially inform you that any distribution of literature must be off school property. Your cooperation in this matter is greatly appreciated.

5. Romanoli stated he generally would not permit the distribution of literature in school buildings because Board policy prohibits advertising in the school. Under that policy, anyone wishing to distribute literature in the school must first obtain the Superintendent's approval. Romanoli has never granted such a request but said that he might if asked by an organization such as the Red Cross.3/ He has never been asked about distribution of literature outside school buildings but on school grounds. Had the Association asked to distribute its flyer in school buildings at back-to-school night, he would have refused.

6. The parties' expired agreement provides in Article VI, Teacher Work Year, that, "Not withstanding [sic] the above sections of this paragraph, attendance at back to school night shall be mandatory." (J-1, p.5) The agreement also permits Association use of school facilities for its meetings and of bulletin boards and school mailboxes to communicate with its members. (J-1, p. 3)

ANALYSIS

The Board's Charge

The Board's original charge alleged that the Association breached its duty to negotiate in good faith by distributing a flyer containing false information about the parties' negotiations. The Board amended its Complaint, withdrawing its allegation that the flyer contained false information. As amended, the Board's

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3/ There is no evidence that the Association has ever made such a request.

Complaint alleges that the Association, lacking the contractual right, changed the status quo by distributing the flyer to back-to-school night visitors. I granted the Association's motion to dismiss the Board's Complaint.[4/]

I dismissed the Board's Complaint for two reasons. First, employers, not employee organizations, control employees' terms and conditions of employment. Thus, employee organizations cannot unilaterally change them. Second, Association access to the public is not a "term and condition of employment." Negotiable terms and conditions of employment are "those matters which intimately and directly affect the work and welfare of public employees..." State v. State Supervisory Employees Assn., 78 N.J. 54, 67 (1978). Although the ability of Association members to publicly express their views about negotiations is a right protected by the Act,[5/]

4/ When a respondent moves for dismissal at the end of the charging party's case, the Hearing Examiner must accept as true all the evidence supporting the charging party's position and must give the charging party the benefit of all reasonable inferences. Bexiga v. Havir Mfg. Co., 60 N.J. 402, 409 (1972); Dolson v. Anastasia, 55 N.J. 2, 5-6 (1969); UMDNJ - Rutgers Medical School, P.E.R.C. No. 87-87, 13 NJPER 115 (¶18050 1987); New Jersey Turnpike Auth., P.E.R.C. No. 79-81, 5 NJPER 197 (¶10112 1978). The Hearing Examiner must then deny the motion if there is a scintilla of evidence to prove a violation.

5/ This is distinguished from the negotiable issue of Association use of school facilities to communicate with its members: "The negotiation of contract provisions which detail the extent to which the majority representatives can avail themselves of school facilities to communicate with their constituents and to administer their agreements are...consistent with the needs of the parties and the policies of the Act." Union City Reg. Bd. of Ed., P.E.R.C. No. 76-17, 2 NJPER 50, 52 (1976).

it is not a matter intimately and directly affecting their work and welfare. Thus, even if employee organizations could (conceptually) change a term and condition of employment, the dispute here does not involve one.

The Association's Charge

The Association alleged that the Board interfered with its protected rights by prohibiting any distribution of Association literature on school grounds.

Section 5.3 of the Act provides that "public employees shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization." In New Jersey Sports and Exposition Auth., P.E.R.C. No. 8-73, 5 NJPER 550 (¶10285 1979) the Commission held that:

> It shall be an unfair practice for an employer to engage in activities which, regardless of the absence of direct proof of anti-union bias, tend to interfere with, restrain or to coerce an employee in the exercise of rights guaranteed by the Act, provided the actions taken lack a legitimate and substantial business justification. [Id. at 551 n. 1]

It is immaterial that an employer's allegedly illegal conduct did not actually coerce an employee or was not illegally motivated. It is the tendency of the employer's conduct, not its result or motivation which is at issue. Commercial Tp., P.E.R.C. No. 83-25, 8 NJPER 550 (¶13253 1982); Middletown Tp., P.E.R.C. No. 84-100, 10 NJPER 173 (¶15085 1984).

I must also consider a public employer's right to express opinions about labor relations provided such statements are noncoercive. In Black Horse Pike Reg. Bd. of Ed., P.E.R.C. No. 83-19, 7 NJPER 502 (¶12223 1981), the Commission explained that:

> A public employer is within its right to comment upon those activities or attitudes of an employee representative which it believes are inconsistent with good labor relations, which includes the effective delivery of governmental services, just as the employee representative has the right to criticize those actions of the employer which it believes are inconsistent with that goal. [Id. at 503]

The Association argues that the Superintendent's telephone conversation with and letter to Jefferds interfered with the Association's right to distribute literature to the public. The Association contends that the Superintendent's alleged prohibition was overbroad because it did not permit Association distribution of literature on school grounds at anytime. The Association also contends that the Superintendent's directive was an unconstitutional restraint of public discussion.

The Act guarantees the Association's right to publicly express its views about labor relations. Manalapan-Englishtown Reg. Bd. of Ed., P.E.R.C. No. 78-91, 4 NJPER 262 (¶4134 1978); Laurel Springs Bd. of Ed., P.E.R.C. No. 78-4, 3 NJPER 228 (1977); Jackson Tp., H.E. No. 88-49, 14 NJPER 293 (¶19109 1988) adopted P.E.R.C. No. 88-124, ___ NJPER ___ (¶_____ 1988). See Emarco, Inc., 284 NLRB No. 91, 125 LRRM 1311, 1313 (1987). In Laurel Springs, the Commission held that, "it is the intent of the Act to protect public employees in their proper activities in support of their majority

representative. This includes activities to inform the public of their view of a particular dispute or issue as well as their activities at the negotiating table." 3 NJPER at 229. Bolstering the Act's protection of public expression of labor relations matters is a long line of cases protecting public employees' constitutional right of free speech. Czurlanis v. Albanese, 721 F.2d 98 (3d Cir. 1983); Gasparinetti v. Kerr, 568 F.2d 311 (3d Cir. 1977), cert. den. 436 U.S. 903 (1978); Salerno v. O'Rourke, 555 F.Supp. 750 (D.C.N.J. 1983); Williams v. Civil Service Comm'n, 66 N.J. 152 (1974); Hall v. Pennsauken Tp., 176 N.J. Super. 229 (App. Div. 1980); Ramirez v. Hudson Cty., 167 N.J. Super. 435 (1979).

In River Dell Ed. Ass'n. v. River Dell Bd. of Ed., 122 N.J. Super. 350 (Law Div. 1973), the Court found unconstitutional a board policy prohibiting teachers from answering students' questions about ongoing negotiations in hallways, classrooms and during extracurricular activities. Finding that such discussion did not disrupt school routine or pose a threat to student discipline, the Court concluded that the Board's rule was contrary to 50 years of Supreme Court policy upholding First Amendment rights of students and teachers in an academic setting.[6/]

6/ Relying on Pickering v. Bd. of Ed., 391 U.S. 563, 88 S.Ct. 1731, 20 L.Ed.2d 811 (1968)(in which the Supreme Court found improper the dismissal of a teacher who had written a letter to a newspaper criticizing the board's handling of revenue proposals) the Court concluded:

Footnote Continued on Next Page

The Act's protection of public employees in expressing views about labor relations matters is not unlimited. Teachers cannot, for example, use their students to deliver Association literature to parents. Manalapan-Englishtown Reg. Bd. of Ed.; Jamesburg Bd. of Ed., D.U.P. No. 80-15, 6 NJPER 73 (¶11037 1980). Nor may employees unduly interfere with the Board's educational responsibilities when expressing their views. Thus, the Board may lawfully require that teachers work at a back-to-school night and not convert it into a forum to express their views on negotiations.

The Association asserts that the Superintendent, by talking and writing to Jefferds, interfered with its protected rights. I find nothing unlawful in Romanoli's telephone conversation with Jefferds. Romanoli told Jefferds he had seen the flyer, it should not have been distributed at the October 6 back-to-school night, the parties' contract did not authorize the distribution, and the Association should not repeat its conduct. (See finding 3). Jefferds agreed that the contract was silent on the matter and told

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6/ Footnote Continued From Previous Page

> While the statements in Pickering were not made in the classroom or otherwise in the school building itself, the case nevertheless gives compelling support for the position that a teacher's statements, wherever made, are to be given no less opportunity for issuance than those of any other citizen." 122 N.J. Super. at 355.

Romanoli that he would instruct his building representatives not to distribute the flyer on October 8. I conclude that the Association did not prove that this conversation, standing alone, was an unlawful interference of protected rights. Evidence about the the flyer's distribution was vague. The Board alleged that the flyers were distributed by Association members in school buildings (while teachers were supposed to be talking to parents about their students) but the Board did not prove these allegations. The Association, however, did not prove that the flyers were distributed in a way that would be protected by the Act. Therefore, I cannot conclude that Romanoli's direction to Jefferds not to repeat the conduct was unlawful.

Romanoli's October 7 letter to Jefferds, however, goes beyond restricting the conduct that occurred on October 6. After recapitulating what he and Jefferds agreed to in their phone conversation, Romanoli wrote: "this letter will officially inform you that any distribution of literature must be off school property."

The prohibition in Romanoli's "official" letter against any distribution of literature on school property is overbroad. It sweeps in protected conduct while attempting to eliminate conduct that would disrupt the Board's educational function. By limiting distribution of Association literature on school property, even under circumstances that would not unduly interfere with its educational responsibilities, the Board has interfered with protected Association rights. I do not rule on the

constitutionality of the Board's conduct. I merely find that the Act protects Association expression about its labor relations with the Board so long as the means of expression do not unduly interfere with the Board's educational responsibilities. Laurel Springs Bd. of Ed.,; Manalapan-Englishtown Reg. Bd. of Ed. Case law about public employee free speech rights lends support that such conduct is protected by the Act. River Dell Ed. Ass'n.; Pickering.

I therefore recommend that the Commission find that the Board violated subsection 5.4(a)(1) of the Act and order the posting of the attached notice. I recommend dismissal of the Board's Complaint.

Richard C. Gwin
Hearing Examiner

DATED: June 9, 1988
Trenton, New Jersey

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 interfere with, restrain or coerce our employees in the exercise of the rights guaranteed to them by the Act by prohibiting all distribution of Willingboro Education Association literature to the public on school facilities, specifically, under circumstances that would not interfere with the Board's educational responsibilities.

Docket No. CO-H-88-165

BOARD OF EDUCATION OF TOWNSHIP OF WILLINGBORO
(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, 495 West State St., CN 429, Trenton, NJ 08625 (609) 984-7372.