

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BOARD OF EDUCATION OF THE TOWNSHIP  
OF WILLINGBORO,

Respondent,

Docket No. CO-78-52-41

-and-

WILLINGBORO EDUCATION ASSOCIATION,  
a/w NJEA,

Charging Party.

SYNOPSIS

In an unfair practice proceeding initiated by the Association and which reached the Commission on the basis of stipulated facts and briefs submitted by the parties without a hearing and without a Hearing Examiner's Recommended Report and Decision and following oral argument before the Commission, the Commission concluded, in agreement with the Association, that the Board had violated the Act by unilaterally reducing the lunch period of elementary school teachers from 60 minutes per day to 35 minutes per day. Even though this reduction in the lunch period was matched by a corresponding reduction in the length of the teachers' work day, the Commission, citing several pertinent Appellate Division decisions, nevertheless concluded that the change constituted a unilateral change concerning terms and conditions of employment prior to the completion of the Commission's impasse procedures. Accordingly, the Commission ordered the Board to restore the status quo regarding the 1 hour duty free lunch period for elementary school teachers in accordance with the practices as specified in the parties' 1975-77 collective negotiations agreement. This restoration was ordered to be accomplished within 60 days of the date of this decision. Additionally, the Board was ordered to negotiate in good faith with the Association concerning any deviation from the 1 hour duty free lunch period established by the contractual agreement and constituting a status quo.

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Charging Party.

Appearances:

For the Respondent, Barbour and Costa, Esqs.  
(Mr. John T. Barbour, On the Brief)

For the Charging Party, Goldberg, Simon & Selikoff, Esqs.  
(Mr. Joel S. Selikoff, On the Brief)

DECISION AND ORDER

An Unfair Practice Charge was filed with the Public Employment Relations Commission (the "Commission") by the Willingboro Education Association, a/w NJEA (the "Association") on September 14, 1977. The Association alleged that the Board of Education of the Township of Willingboro (the "Board") had engaged in conduct in violation of N.J.S.A. 34:13A-5.4(a)(1) and (a)(5) <sup>1/</sup> by unilaterally eliminating, prior to the exhaustion of the Commission's impasse procedures, a duty free lunch period of one hour for all teachers in the elementary schools within the Willingboro

1/ These subsections prohibit employers, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this Act. (5) Refusing to negotiate in good faith with a majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit, or refusing to process grievances presented by the majority representative."

School District and by reducing said lunch hour to 35 minutes for all elementary school teachers. At the same time, the Board altered the dismissal time for elementary school teachers from 3:30 p.m. to 3:05 p.m.

The Association's charge was accompanied by a request for interim relief along with supportive documentation including Affidavits and a Memorandum of Law in support of the Association's application for interim relief. The relief requested in part consisted of an order directing the Board to restore the status quo ante with regard to the duty free lunch period for teachers in all elementary schools within the district pending the Commission's final decision with respect to the charge. The Special Assistant to the Chairman, having been delegated the authority to act upon these requests on behalf of the Commission, executed an Order to Show Cause on September 19, 1977 made returnable on October 5, 1977.

Pursuant to the Order to Show Cause both parties filed additional briefs or memoranda of law prior to the hearing. Both parties appeared at the show cause hearing on October 5, 1977 represented by counsel.

The Order to Show Cause hearing was conducted by Stephen B. Hunter, the Special Assistant to the Chairman. At the conclusion of that hearing, Special Assistant Hunter entered his determination denying the Association's request for interim relief during the pendency of the Association's unfair practice case. In his oral Interlocutory Decision, Hunter applied the two standards that have

been developed by the Commission in evaluating the appropriateness of interim relief -- the likelihood of ultimate success and the irreparable nature of the harm that will result if the interim relief is not granted<sup>2/</sup> -- and concluded that the facts of the case did not warrant such extraordinary relief. Hunter in part noted that the facts developed during the interim relief proceeding did not evince any significant irreparable harm that would result from the Board's actions in this matter.

At the Order to Show Cause hearing the parties further agreed that inasmuch as there appeared to be no substantial and material disputed factual issues and in the interest of an expeditious resolution of this instant matter, they would mutually agree to execute a complete Stipulation of Facts relating to this case, and after the issuance of a complaint, would waive their right to an evidentiary hearing in the above-entitled matter and further agreed to waive an intermediate Hearing Examiner's Recommended Report and Decision. The parties agreed that this matter would be submitted directly to the Commission itself for its determination to be based upon the pleadings, the transcript in the Order to Show Cause hearing and exhibits, briefs, oral argument and the following stipulations:<sup>3/</sup>

1. Charging party Willingboro Education Association, affiliated with New Jersey Education Association (hereinafter

<sup>2/</sup> See e.g., In re Township of Little Egg Harbor, P.E.R.C. No. 94, 1 NJPER 37 (1975); In re State of New Jersey (Stockton State College), P.E.R.C. No. 76-6, 1 NJPER 41 (1975); In re Township of Stafford, P.E.R.C. No. 76-9, 1 NJPER 59 (1975).

<sup>3/</sup> The two exhibits (A and B) referred to in the Stipulation of Facts are attached to this decision and are made a part hereof. The two footnotes within the body of the Stipulation of Facts (designated by asterisks) are part of the Stipulation executed by the parties.

referred to as the Association) is the exclusive statutory representative for collective negotiations of all professional certified non-supervisory personnel employed by respondent. Respondent Board of Education of the Township of Willingboro (hereinafter referred to as the Board) is a public employer within the meaning of the Act.

2. The Board and the Association have been parties to a series of collectively negotiated agreements, the most recent being effective by its terms during the period July 1, 1975 to June 30, 1977. Contained within the said agreement are Article V B. which provides in pertinent part, "the length of the regular work day shall be seven (7) hours for kindergarten and elementary teacher (sic) (kindergarten through 6 grade). . ."; and Article VI which, in paragraph C thereof, specifies in pertinent part, "all teacher in the elementary schools shall have a duty free lunch period of one (1) hour period." The latter provision has been part of every collectively negotiated agreement between the Board and Association since at least the agreement which was effective during the period February 1, 1968 to December 30, 1968. In that agreement this provision appeared as Article IV C. /See Exhibit "A"/ Copies of available contracts have been made a part of this stipulation and are enclosed herewith.

3. The Board and Association commenced collective negotiations for a successor agreement to that which was effective for the 1975-77 period, in October, 1976. Negotiating sessions were thereafter held on the following dates: December 22, 1976, January 6, 1977; February 10, 23; March 7, 9, 14 and 23; April 20 and 26; May 2, 3, 11, 12; June 1, 14, 23 and 30; July 6 and 26; August 9, 1977. The parties reached impasse on the latter date and a notice of impasse was filed and dated September 6, 1977. A mediator has been assigned and mediation sessions have been scheduled for October 7, 19 and 27, 1977.

4. At the June 1, 1977 negotiating session, the Board proposed that it would agree to a contractual provision concerning reduction in force procedures if the Association in turn would agree to a reduction in the duty free lunch period of elementary teachers from one hour to thirty minutes, with a concomittant change in the teacher dismissal time to the effect that the elementary teacher work day would end thirty minutes earlier.\*/ The Association rejected the Board's proposal.

At the July 26, 1977 negotiating session the Board submitted a package proposal which contained revisions of several Articles as they appeared in the 1975-77 contract, among them being Article VI C. The revision of that Article

\*/ During the period of the 1975-77 agreement, the work day of elementary teachers began at 8:30 a.m. and ended 3:30 p.m.

would reduce the one hour duty free lunch period of elementary teachers to thirty minutes and allow said teachers to end their work day one-half hour earlier than had been the case during the 1975-77 agreement.\*\*/ The Association rejected these specific revisions.

At no time during these collective negotiations has the Association proposed any alternatives to the proposals of the Board to reduce the elementary teachers duty free lunch period and concomittantly to alter their dismissal time.

5. On August 29, 1977 the superintendent recommended and the Board adopted the action which is the subject of this dispute and is referred to in the superintendent's agenda report attached hereto as Exhibit "B".

6. The Board implemented its action of August 29, 1977 and referred to above in paragraph 5, at the commencement of the 1977-78 school year.

7. The elementary teachers' work day now ends at 3:05 p.m. There have been no assigned tasks given elementary teachers after 3:05 p.m. with the exception of two meetings which were held at the Garfield East School and which commenced prior to 3:05 p.m. but ended after that time. Article VI B. of the 1975-77 agreement, however, provides in pertinent part, "There may be ten meetings per year which may extend beyond the regular teachers' day." Attendance was required for all elementary teachers assigned to that building.

On November 3, 1977 the Commission's Director of Unfair Practice Proceedings issued a Complaint in the instant matter after he determined that the allegations of the charge, if true, might constitute unfair practices within the meaning of the Act.

Final supplemental briefs were submitted to the Commission by the parties by November 9, 1977, oral argument was held on November 15, 1977, and the matter is now properly before the Commission for decision.

The Association asserted that the concept of a duty free lunch period and its length was clearly a term and condition of

\*\*/ The proposal had also been raised prior to and discussed at the April 20, 1977 meeting of the parties."

a teachers employment pursuant to Commission and judicial decisions. The Association cited Commission decisions, including In re Piscataway Township Board of Education, P.E.R.C. No. 91, 1 NJPER 49 (1976), appeal dismissed as moot (June 24, 1976), petition for rehearing denied (July 16, 1976) (App. Div. Docket No. A-8-75), petition for certification denied (September 28, 1976), that held that public employers may not unilaterally alter existing terms and conditions of employment while negotiations and the Commission's impasse resolution procedures were still ongoing. The Association maintained that since the parties had not yet even initiated mediation at the time that the Board resolved to reduce the teachers duty free lunch period, the Board's actions in unilaterally reducing the duration of said lunch period were violative of the Act. It was emphasized that the effect of the Board's decision was to take 25 minutes of duty free time and convert it to time utilized for teaching functions -- a decision directly affecting a teacher's workload as well. The Association in addition contended that the parties had specifically agreed to an extension of the 1975-1977 contract which contained an express contractual provision establishing a one hour duty free lunch period for elementary school teachers.

In its submissions the Association argued that the reduction in a duty free lunch period would affect a teacher's ability to perform certain professional duties during the lunch period, e.g., working with various teaching specialists concerning one's students, visits with school nurses relating to student health problems, preparing for afternoon classes,

previewing films and film strips and working with the audio/visual aides coordinators. These particular tasks would now have to be performed after the new dismissal time for teachers established unilaterally by the Board. The Association also submitted that the reduction in a duty free lunch period would adversely affect individual teachers from a physical and emotional standpoint.

The Board stated that the only change in the teachers' work day, concededly a term and condition of employment, was to reallocate 25 minutes of the one hour duty free lunch period to the end of the day, accomplished in part by moving up the teachers' dismissal time from 3:30 p.m. to 3:05 p.m. The Board therefore concluded that there was no change in the length of the teachers' work day, nor was there any change in the amount of duty free time which the teachers would receive within the contractual seven (7) hour day. The Board maintained that there was judicial support that established that a mere alteration in teachers' hours did not concern a required subject for collective negotiations and was wholly within the discretion of the Board and not subject to collective negotiations.<sup>4/</sup> Moreover, the Board affirmed that the change in the duty free lunch period was motivated primarily by a desire to reduce the lunch period for students for safety and health reasons as well as to conduct the school day with available personnel.<sup>5/</sup>

<sup>4/</sup> The Board refers to Piscataway Township Education Association v. Piscataway Township Board of Education, (App. Div. December 22, 1975, Docket No. A-499-74) (unpublished decision).

<sup>5/</sup> Exhibit B, appended to this decision, is a report from the Superintendent. That report states that 20 lunchroom aides have been eliminated. This is cited as partial justification for the Board's decision to reduce teachers' duty free lunch period.



The Board maintained that assuming arguendo that the restructuring of the school day, without an alteration in the number of hours that a teacher was required to work, was negotiable to any extent, it was at most a permissive matter for collective negotiations and as such the Board's actions were not unlawful. The Board concludes therefore that In re Piscataway Township Board of Education, supra, and its progeny are inapposite since this line of cases ~~related~~ only to required subjects for collective negotiations. The Board contended that in any event the respondent had changed the duty free lunch period only after discussing this issue in at least three negotiations sessions and only when a genuine impasse had been reached. Implicit in the Board's submissions is the argument that had it not changed the lunch period in September 1977 it would have been foreclosed from implementing these changes, for pragmatic reasons, any time during the 1977-78 school year because of problems with bus schedules and the like.

The dispute in this case, as presented by the pleadings, stipulated facts and the parties' briefs and memoranda of law, would appear to be governed by the Commission's holding in In re Piscataway Township Board of Education, supra. That case concerned the unilateral decision of a board of education to discontinue the payment of hospitalization and medical insurance coverage upon the expiration of the current contract despite the fact that negotiations for the successor agreement had not yet been completed. In Piscataway the Commission adopted the generally accepted

principle of both public and private sector labor relations that the unilateral alteration of terms and conditions of employment during the course of collective negotiations constituted illegal refusal to negotiate. The Commission also determined that in the context of negotiations for an agreement, a public employer is generally precluded from taking unilateral action with regard to a required subject for collective negotiations, at least until the Commission's impasse procedures including mediation and fact-finding have been exhausted. This particular principle has now also been accepted by the Courts in New Jersey. The Appellate Division in Galloway Township Board of Education v. Galloway Township Association of Education Secretaries, 149 N.J. Super. 346, cert. granted, appeal pending Supreme Court Docket No. 13819, affirmed the Commission's finding that the Board in that matter committed an unfair practice when it altered or decreased the hours of its secretaries after only two negotiations sessions with the secretaries' majority representative. The Commission and the Courts have thus recognized that normally the very act of unilaterally modifying a particular term and condition of employment 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.

In the instant matter the parties have stipulated that the duty free lunch period for elementary school teachers was reduced from one hour per day to 35 minutes per day. The issue of the concept of and the length of a teacher's duty free lunch period

has been determined by both the Commission and the judiciary to be a required subject for collective negotiations.

In In re Byram Township Board of Education, P.E.R.C. No. 76-27, 2 NJPER 143, we held that a demand by the Byram Education Association to eliminate from the previous contract certain conditions (inclement weather, ground conditions or emergencies) associated with receipt by teachers of a duty free lunch period to be a term and condition of employment which was mandatorily negotiable. On appeal, however, the Appellate Division<sup>6/</sup> reached a different conclusion based upon its understanding of the Association's proposal. The Court, concluding that the Commission had misconceived the import of the issue, i.e., that it related solely to a duty free lunch period, held that the proposal did not relate solely to a duty free lunch period but rather related to the Association's attempt to delete the existing exceptions to receipt of the duty free lunch period in the case of emergent situations. Therefore, the Court held that "...the elimination of the exception in question was not a subject of mandatory negotiations..." 3 NJPER at 208.

The present case does not contain the elements upon which the Court reached its decision in Byram, supra. Most recently, in an October 25, 1977 Appellate Division decision, Neptune City Board of Education v. Neptune City Education Association, et al, (App. Div. Docket No. A-2019-76), the Court ruled directly upon whether or not a particular grievance relating to a duty free lunch period was

<sup>6/</sup> 152 N.J. Super. 12 (App. Div. 1977).

arbitrable. The Board of Education in this matter chose to reduce unilaterally the duty free lunch period of sixth grade teachers from one hour to 25 minutes. The Association initiated the negotiated grievance procedure on behalf of the sixth grade teachers who objected to the change, and when the Board refused to participate in that procedure on the ground that the issue was not grievable, the Association attempted to submit the dispute to arbitration. With reference to the negotiability and arbitrability of the matter at issue, the Appellate Division stated the following:

"As to the issue of negotiability, to which the trial judge did not directly address himself, we recognize that the distinction between terms and conditions of employment and matters of major educational policy may at times be elusive. That, however, is not the case here. The question of the length of the teachers' lunch period is clearly within the category of negotiability. That question obviously does not predominantly implicate an educational policy decision. It does, on the other hand, directly affect the personal welfare of the teachers..." (Citations omitted)

It is, therefore, clear that, pursuant to both the Commission and judicial precedent, we would find that the Board in the instant matter has committed an unfair practice under N.J.S.A. 34:13A-5.4(a)(5) by unilaterally reducing the length of the teachers' duty free lunch period, unless there were additional factors extant that would mandate a different conclusion. The Board refers essentially to two special circumstances in this regard.

The Board maintains that it has not reduced a teacher's

actual duty free time during the contractually delineated seven (7) hour teachers' day (8:30 a.m.-3:30 p.m.) but instead has acted to merely reallocate 25 minutes of a teacher's duty free time from mid-day to the end of the day, by moving up a teacher's dismissal time from 3:30 p.m. to 3:05 p.m. The Board concludes that mere alteration in teachers' hours as well as the scheduling of mutually agreed upon free time, without attendant increases or decreases in same, relates to a matter that is wholly within the power and discretion of the Board and not subject to required negotiations.<sup>8/</sup>

The Commission notes, however, that the Appellate Division, in the recent Galloway Board of Education v. Galloway Township Association of Educational Secretaries, decision, supra, in accord with the Commission's decision, determined in part that the alteration of two secretaries' working hours -- one secretary was asked to work from 7:15 a.m. to 2:45 p.m. instead of from 7:45 a.m. to 3:15 p.m. as theretofore and another secretary had her work day altered by 5 minutes -- was a required subject of collective negotiations. It has been recognized that the alteration of previously negotiated hours <sup>9/</sup> ~~may well have as~~

<sup>8/</sup> The Board cites a 1975 App. Div. decision, Piscataway Township Education Association v. Piscataway Township Board of Education supra, at page 7, note 4.

<sup>9/</sup> The Commission notes that the parties specifically agreed to extend the contract that expired on June 30, 1977 pending further negotiations. One of the negotiated provisions in that contract, as referred to in the Stipulation of Facts, was Article VI C which provided in pertinent part that: "all teachers in the elementary schools shall have a duty free lunch period of one (1) hour."

disruptive an effect on a teacher's working conditions as a unilateral increase or decrease in an individual's hours of duty or free time. In light of the Appellate Division's more recent Galloway Township decision, the Commission does not recognize the Piscataway Township Board of Education, decision, supra, cited by the Board in the instant matter, as being dispositive of the issue of the negotiability of an alteration in teachers' hours. Therefore, the Commission concludes that, even assuming arguendo that the Board's actions are viewed as simply reallocating duty free time, these actions, unilaterally undertaken, were violative of the Act.<sup>10/</sup>

The Board, in its submissions, also asserts that even if there was a general obligation to negotiate with respect to the actions which the Association complained of in the instant proceeding, under the particular circumstances it would still be inappropriate to block the action taken by the Board relating to the teachers' lunch hour. More specifically, the Board referred to the following facts in support of this argument: the issue of a reduction in the duty free lunch period was discussed during at least three negotiations sessions between the parties; the Association had rejected the Board's proposals relating to this subject and had at no time during the negotiations proposed any

<sup>10/</sup> The Commission notes that pursuant to the Board's decision to change the teachers' departure time from 3:30 p.m. to 3:05 p.m., the 25 minutes of duty free time excised from the teachers' lunch period were "reallocated" to a period of time after the teachers' new dismissal time at 3:05 p.m. Prior to the Board's actions in reducing the teachers' lunch period the one hour of duty free time at mid-day was, of course, scheduled prior to the teachers' dismissal time.

alternatives to the Board's proposals relating to the reduction in length of the elementary school teachers' duty free lunch period; the Association was kept apprised of the Board's needs and desires regarding this issue; a genuine impasse had been reached by the parties; the Board waited until the latest possible time before implementing the lunch period changes in the absence of an agreement on this issue; and the Board believed that because of bus scheduling problems and the like it would be foreclosed from changing the lunch period, even if an agreement was reached with the Association concerning these proposed changes, for the rest of the 1977-78 school year. The Board in part referred to a Commission decision, In re Jersey City, P.E.R.C. No. 77-58, 3 NJPER \_\_\_\_ (1977), in support of its alternate contention that changes can be effectuated in terms and conditions of employment, absent agreement, under circumstances similar to the instant matter.

The Commission finds, however, that the Board's reliance on the Commission's Jersey City decision is entirely misplaced. In Jersey City it was determined that (1) the parties had exhausted the Commission's impasse resolution procedures (mediation and fact-finding); (2) a genuine impasse with reference to the relevant white collar employee hours issue existed post fact-finding; (3) that post fact-finding sessions had been held; (4) that the parties had concluded tentative agreements on all non-economic issues; (5) that the parties had made many efforts to consider all possible compromises concerning the City's desire to effectuate

a five hour increase in the work week of certain white collar employees; (6) the City had given the union involved about two months notice that it would change the employees' work week; (7) the last best offer sought to be implemented by the City on the hours question was consistent with final offer previously made during the course of negotiations and (8) the City expressed willingness to continue to negotiate with regard to the hours issue. In the circumstances of the Jersey City case, the Commission found that the City could change the status quo relating to the working hours of certain of its employees. Although the Commission noted that it did not necessarily mean to imply that all of the factual considerations or elements identified above had to be present before an employer could implement its last best offer in the absence of an agreement, it is clear, given the Commission's previously discussed Piscataway rationale, that the Commission's impasse resolution processes must be exhausted, absent the finding of a specific waiver,<sup>11/</sup> prior to the implementation of any changes in terms and conditions of employment.

In the matter at issue the Board unilaterally changed the length of its elementary school teachers' duty free lunch period prior to the start of the first stage of the Commission's impasse resolution process (mediation). The record reveals that this issue was one of the matters considered by the parties at apparently only three (3) of the twenty-one (21) negotiations sessions held prior to the Board's implementation of changes in

<sup>11/</sup> See In re State of New Jersey, P.E.R.C. No. 77-14, 2 NJPER 308 (1976), Appeal pending App. Div. Docket No. A-575-76.



the elementary teachers' lunch period. The record further reveals that the Board informed the Association only a few days prior to the start of the school year that it would unilaterally change the lunch period schedules for its elementary school teachers. These factors, juxtaposed on the Board's agreement to extend the contract between the parties that in part contained an article establishing a one hour duty free lunch period apparently shortly before it acted unilaterally concerning this issue, persuade us that the Board's actions relating to the reduction in the duty free lunch hour were not permissible under the Jersey City "genuine impasse" rationale.

We 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 unilaterally reducing the elementary school teachers' duty free lunch period from 1 hour to 35 minutes. We 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 we therefore further find that the Board has violated N.J.S.A. 34:13A-5.4(a)(1).

#### ORDER

For the above-stated reasons, we find that the Board of Education of the Township of Willingboro has violated N.J.S.A. 34:13A-5.4(a)(1) and (5), and IT IS HEREBY ORDERED that said Board which:

1. Cease and desist from interfering with, restraining

or coercing employees in the exercise of rights guaranteed to them by the Act by refusing to negotiate in good faith with the Willingboro Education Association concerning terms and conditions of employment of certain unit employees and more specifically by making unilateral changes in the length and timing of elementary school teachers' duty free lunch period.

2. Take the following affirmative action which is necessary to effectuate the purposes of the Act:

(a) Within sixty (60) days of the date of this Decision and Order, restore the status quo ante as to the one hour duty free lunch period for elementary school teachers in accordance with practices as specified in the parties' 1975-77 collective negotiations agreement that has been extended by joint agreement.<sup>12/</sup>

(b) Negotiate in good faith with the Willingboro Education Association concerning any deviation from the one hour duty free lunch period established by contractual agreement.

(c) Post at its central offices in Willingboro, New Jersey and at all elementary schools in the school district, a copy of the attached notice entitled NOTICE TO ALL EMPLOYEES.

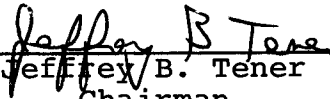
<sup>12/</sup> In order to effectuate the policies of the Act, we determine the restoration of the status quo ante must be ordered to offset any change gained by the unlawful conduct by the Board. However, the Board will be given sixty (60) days from this decision to restore this status quo ante. This period is provided so as to avoid any unnecessary disruption of the school day and/or year that may result from schedule changes.

We further note that the one hour duty free lunch period may, of course, eventually be modified by mutual agreement, or even unilaterally, consistent with the parties' negotiations obligation under the Act.

Copies of said notice, on forms provided by the Commission shall, after being signed by Respondent's representative, be posted by the Respondent immediately upon receipt thereof, and maintained by it for a period of at least sixty (60) consecutive days thereafter in conspicuous places where notices to its employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that such notices are not altered, defaced or by any other material.

(d) Notify the Chairman within twenty (20) days of receipt of this Order what steps the Board has taken to comply herewith.

BY ORDER OF THE COMMISSION

  
\_\_\_\_\_  
Jeffrey B. Tener  
Chairman

Chairman Tener, Commissioners Hartnett and Forst voted for this decision. Commissioners Hipp, Hurwitz and Parcels abstained  
None opposed.

DATED: Trenton, New Jersey  
November 15, 1977  
ISSUED: November 16, 1977

# 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 cease and desist from interfering with, restraining or coercing employees in the exercise of rights guaranteed to them by the Act by refusing to negotiate in good faith with the Willingboro Education Association concerning terms and conditions of employment of certain unit employees and more specifically by making unilateral changes in the length and timing of elementary school teachers' duty free lunch period.

WE WILL, within sixty (60) days of the date of this Decision and Order, restore the status quo ante as to the one hour duty free lunch period for elementary school teachers in accordance with practices as specified in the parties' 1975-77 collective negotiations agreement that has been extended by joint agreement.

WE WILL negotiate in good faith with the Willingboro Education Association concerning any deviation from the one hour duty free lunch period established by contractual agreement.

WILLINGBORO 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 Jeffrey B. Tener, Chairman, Public Employment Relations Commission, P.O. Box 2209, Trenton, New Jersey 08625 Telephone (609) 292-6780

(c) Subject field groups or special groups will meet at the call of the subject field chairman, special group chairman or principal with reasonable notice, and for a reasonable length of time which is not to exceed the limitations as stated in B. 1. b. or as agreed to by the group members.

2. Attendance at meetings such as PTA activities shall be at the option of the individual teacher, but the Board and the Association encourage active participation in such meetings as part of the teacher's professional responsibility.

(c) All teachers in the elementary schools shall have a duty-free lunch period of one (1) hour. Secondary school teachers shall have a duty-free lunch period with a minimum time equivalent to the length of the student's lunch period in conformance with State Law.

D. All teachers in the secondary schools shall, in addition to their lunch period, have at least one (1) preparation-conference period each day, during which they shall not be assigned to any other duties.

E. In addition to homeroom duty, secondary school teachers shall not be assigned more than five (5) teaching periods per day.

F. Co-Curricular activity sponsors and directors of special school functions are vital to the efficient and complete operation of the total educational effort of the school district. The responsibilities incumbent in these positions are, insofar as possible, carried out during time which is in addition to the regular school day; therefore, all such positions at all school levels should be monetarily compensated on an equitable basis. Prior to September 1, 1968, a joint Board and Association committee will conduct a study of honoraria and develop a mutually acceptable schedule of compensation to be effective for the school year 1968-1969.

#### Article V

#### CLASS SIZE

A. The class size in the Willingboro School District will be reduced to the optimal educational size as soon as the number of classrooms and pupils in the total district make this possible. At the present time, studies show that educationally and financially, 25 pupils per teacher is considered the optimum. The di-

rection of the educational program in Willingboro should be set by this goal.

B. Every class should be conducted in a standard classroom.

C. Sub-standard classrooms should be used only under extreme emergency conditions.

D. The Board is actively undertaking a building program to provide an adequate number of classrooms.

#### Article VI

#### PROMOTIONS

A. All vacancies in promotional positions caused by death, retirement, discharge, resignation, or by the creation of new promotional positions shall be filled pursuant to the following procedure:

1. Such vacancies shall be adequately publicized, including a notice in every school (by posting, through the Superintendent's bulletin, or otherwise) as far in advance of the date of filling such vacancy as possible (ordinarily, at least 30 days in advance, and in no event less than 7 days in advance.) In addition, the Superintendent may conveniently publicize the position outside the school district.

2. Said notice of vacancy shall clearly set forth the qualifications for the position. Standards of qualifications must be consistent with the position and may be changed from time to time providing notice of change shall be given at least 65 days prior to the publication for said position.

3. Teachers who desire to apply for such vacancies shall file their applications in writing with the Office of the Superintendent within the time limit specified in the notice.

4. Such vacancy shall be filled on the basis of fitness for the vacant position provided, however, that when two or more applicants request the same position, as a general rule seniority in the District shall prevail.

B. Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrative-supervisory level, including but not limited to positions such as assistant superintendent, administrative assistant, supervisor, principal, vice principal, assistant principal, department chair-

Exhibit "A"

WILLINGBORO TOWNSHIP BOARD OF EDUCATION

AGENDA

SUPERINTENDENT'S REPORT

ITEM 8.20 Approval of Revised Elementary School Day Schedule  
(no.)

1977-78

It is recommended that the elementary school day for pupils be from 8:45 a.m. to 2:35 p.m.

It is recommended that the elementary school day for teachers be changed to reflect a 35 minute lunch period. This has become administratively necessary because 20 lunchroom aides have been eliminated. There are 2 main reasons why it is desirable to have a 35 minute lunch period.

- (1) A 35 minute lunch period eliminates the necessity for a play period for children after lunch. A play period after lunch is not conducive to good health. After eating, children should be sedentary and not physically active, in order to properly digest their food. This principal of health has been violated in order to provide a full hour of lunch for teachers according to previous negotiated contracts.
- (2) The change is necessary in order to conduct a feasible school day with the personnel that we have available.
- (3) The hour to which teacher have been entitled is still being provided by having a 35 minute lunch period and a 25 minute reduction in the school day, which adds up to a total of 60 minutes, or one hour.

The superintendent recognizes that it is desirable to negotiate a change of this type. It is my understanding that the Board has negotiated this item with the teachers association, but no resolution has been achieved.

ITEM 8.20 PAGE \_\_\_\_\_

Exhibit "B"