P.E.R.C. NO. 84-93

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BOARD OF EDUCATION OF THE
ESSEX COUNTY VOCATIONAL
SCHOOLS,

Respondent,

-and-

Docket No. CO-82-39-127

ESSEX COUNTY VOCATIONAL AND
TECHNICAL TEACHERS' ASSOCIA-
TION,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission dismisses a Complaint based on an unfair practice charge the Essex County Vocational and Technical Teachers' Association filed against the Board of Education of the Essex County Vocational Schools. The charge alleged that the Board violated the New Jersey Employer-Employee Relations Act when it discontinued its summer instructional program at the Technical Guidance Center and consequently did not employ 22 employees during July 1981. The Commission holds the Board was not contractually obligated to operate a summer program or employ these employees during July.

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ESSEX COUNTY VOCATIONAL AND
TECHNICAL TEACHERS' ASSOCIA-
TION,

Charging Party.

Appearances:
For the Respondent, Schwartz, Pisano & Simon, Esqs. (Nathanya G. Simon, of Counsel)

For the Charging Party, Rothbard, Harris & Oxfeld, Esqs. (Arnold S. Cohen, of Counsel)

DECISION AND ORDER

On August 26, 1981, the Essex County Vocational and Technical Teachers' Association ("Association") filed an unfair practice charge against the Board of Education of the Essex County Vocational Schools ("Board") with the Public Employment Relations Commission. The charge alleged that the Board violated the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13A-1 et seq. ("Act"), specifically subsections 5.4 (a)(1) and (5),[1/] when in July 1981, it unilaterally shortened

1/ These subsections prohibit 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; and (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."

the work year of 22 professional employees at the Technical Guidance Center ("Center") from 11 months to 10 months.[2/]

On May 19, 1982, the Director of Unfair Practices issued a Complaint and Notice of Hearing pursuant to N.J.A.C. 19:14-2.1. On June 4, 1982, the Board filed its Answer asserting that the employees in question had been employed on a ten month basis with an option to work an eleventh month subject to Board approval, and that it exercised its managerial prerogative in eliminating the eleventh month at the Center.

On October 28, 1982, Hearing Examiner Joan Kane Josephson conducted a hearing. The parties examined witnesses and presented evidence. They waived oral argument, but filed post-hearing briefs and reply briefs.

On July 1, 1983, the Hearing Examiner issued her report and recommended decision, H.E. No. 84-1, 9 NJPER 440 (¶14191 1983) (copy attached). She concluded that the Board violated subsections 5.4(a)(1) and (5) by unilaterally altering a practice of employing the 22 professional employees for 11 months each year. She recommended an order requiring the Board to cease and desist from refusing to negotiate over reductions in work year; to pay each adversely affected employee his wages for July, 1981 plus 12% interest on that amount; and to post a notice of its violation and the remedial action taken.

2/ The charge also alleged that the Board illegally shortened the work year of three clerks, but the Association later withdrew this allegation.

On July 25, 1983, after having received an extension of time, the Board filed Exceptions. Specifically, the Board maintains that the Hearing Examiner erred in finding that the length of the work year was 11 months; that the eleventh month was not an option subject to Board approval; and that specific language in the parties' agreement referring to the work schedule of Guidance Counselors was not controlling. It also maintains that back pay and interest should not be awarded.3/

We have reviewed the record. The Hearing Examiner's findings of fact (pp. 3-6) are accurate. We adopt and incorporate them here. We add the following facts.

At the Center, employees are classified as either "ten-month" or "twelve-month" employees and are guided by different calendars with respect to holidays and vacations. The instructors involved in the instant case are "ten-month employees" and receive annual appointments for the period from September 1 through June 30. If instructors work in July (which before 1981 all instructors but two did), they receive separate summer appointments and notices stating, in part, that "permission [has been] granted for you to work during the month of July at a monthly salary pro-rated on your salary for the...school year." Unlike during the regular school year, employees do not receive sick days for their July work; they are not paid for absences on account of illness; and their salaries in July are not subject to pension deductions.

3/ The Board has requested oral argument. We deny this request.

Although these employees are classified as "ten-month employees," they have, since 1974, generally worked during the month of July given that the school was open and instructors were needed to teach the programs offered. Thus, by memorandum posted on December 19, 1973, the school stated in an attachment to the postings for career center positions, that:

> All full-time instructors shall be hired on a ten-month basis and salary shall be in accordance with the Agreement now in effect. It is possible, depending upon demand, that instructors may be asked to work an additional month. If such additional time should be necessary instructors shall be paid as defined in the Agreement as now written.
> (Emphasis added).

In 1981, the Board, with the exception of its nursing program, decided not to operate the Center in July of that year because of an operating deficit of $1,062,000 for the 1979-1980 school year. The Board decided that it did not have the resources to continue its program for July. No employee, other than those in the nursing program, was offered a summer position. The nursing program continued operations because it had always operated on a 12 month basis, as mandated by state requirements to meet the requisite number of instruction hours.

Under all the circumstances of this case, we hold that the Board did not commit an unfair practice because its contract with the Association allowed it to make the change in question and did not compel the Board, after it determined not to offer its summer program, to nevertheless employ these instructors.

We believe that the Hearing Examiner placed undue reliance on the fact that employees had previously worked during the month of July. That single fact is insufficient to sustain an unfair practice when the fundamentally different circumstances existing in the summer of 1981 are considered. In previous years, the Board had decided to keep the Center open in July and had thus afforded employees an extra month of employment; in 1981, however, the Board, because of severe fiscal problems, decided not to operate the Center that July. Therefore, unlike the previous years, there simply was no work available to be offered to the teachers. Thus, the Board's actions did not unilaterally change any terms and conditions of employment since there was no practice establishing that teachers would be employed and compensated in July, even when the Board had determined not to offer its summer program because of severe fiscal constraints.

Further, our review of the contract and the record satisfies us that the parties clearly intended that these employees were to be employed for a ten month school year and had no guarantee of an eleventh month of work. Rather, these employees would be employed in July only in the event that the Board determined to continue its operation. The salary guides and the testimony persuade us that the teachers' work year was, in fact, ten months. We believe that the contract envisioned that the Board retained its right not to employ instructors, during

the summer when work was not available because fiscal difficulties necessitated cutbacks in programs.[4/] See also In re Randolph Twp. Bd. of Ed., P.E.R.C. No. 83-41, 8 NJPER 600 (¶13282 1982) (Board had contractual right to increase pupil contact time).

Finally, we have considered the Association's contention that the doctrine of collateral estoppel compels a finding that the Board committed an unfair practice. It relies upon Board of Education of Essex County Vocational Schools and Essex County Vocational and Technical Teachers Ass'n, H.E. No. 81-24, 7 NJPER 112 (¶12041 1981). There, a Hearing Examiner held that the Board violated subsections 5.4(a)(1) and (5) when it unilaterally altered a past practice by reducing the workyear of 11 professional employees from 11 months to 10 months by not employing them at the Center in July, 1980. In the absence of any exceptions, we adopted the report's findings of fact and conclusions of law. P.E.R.C. No. 81-102, 7 NJPER 144 (¶12063 1981). Collateral estoppel applies when an issue of ultimate fact has been fairly and fully litigated in a prior action between two parties and bans relitigation of that particular question of fact. State v. Redlinger, 64 N.J. 41 (1973); In re Oakland Bd. of Ed., P.E.R.C. No. 82-125, 8 NJPER 378 (¶13113 1982), aff'd App. Div. Docket No. A-4975-81T3 (6/20/83). Collateral estoppel is not applicable here

4/ The parties' past practice established that if the Board offered a summer program, it would be expected to employ these instructors, but did not cover a situation in which the Board decided not to have any program.

since the factual question raised is different. There, the Center remained open and employment opportunities were available; indeed, the Hearing Examiner specifically noted that if there had been no employment opportunity available in that case, his result might have been different. 7 NJPER at 114. In this case, there was no employment opportunity available in July, 1981 pursuant to the Board's exercise of its reserved contractual right to discontinue all the Center's non-nursing programs during the summer of 1981.

ORDER

The Complaint is dismissed.

BY ORDER OF THE COMMISSION

James W. Mastriani
Chairman

Chairman Mastriani, Commissioners Butch and Suskin voted in favor of this decision. Commissioners Hipp and Newbaker abstained. Commissioners Graves and Hartnett were not present.

DATED: Trenton, New Jersey
January 18, 1984
ISSUED: January 20, 1984

H. E. No. 84-1

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

In the Matter of

BOARD OF EDUCATION OF THE ESSEX
COUNTY VOCATIONAL SCHOOLS,

Respondent,

-and- Docket No. CO-82-39-127

ESSEX COUNTY VOCATIONAL &
TECHNICAL TEACHERS' ASSOCIATION,

Charging Party.

SYNOPSIS

A Hearing Examiner recommends that the Public Employment Relations Commission find that the Respondent Board violated Subsection 5.4(a)(5) and derivatively (1) of the New Jersey Employer-Employee Relations Act when it reduced the length of the work year for 22 employees represented by the Essex County Vocational Technical Teachers' Association. The employees were called ten-month employees but since 1975 had worked in continuous programs of 11 or 12 months.

The Hearing Examiner rejected the Charging Party's request that she apply collateral estoppel since the school year of employees in the unit had been unilaterally reduced by this employer the year before,because different facts were found in this case.

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. 84-1

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TECHNICAL TEACHERS' ASSOCIATION,

Charging Party.

Appearances:

For the Respondent
Schwartz, Pisano & Simon, Esqs.
(Nathanya G. Simon, of Counsel)

For the Charging Party
Rothbard, Harris & Oxfeld, Esqs.
(Arnold S. Cohen, of Counsel)

HEARING EXAMINER'S RECOMMENDED
REPORT AND DECISION

An Unfair Practice Chage was filed with the Public Employment Relations Commission (the "Commission") on August 26, 1981 by the Essex County Vocational and Technical Teachers Association (the "Charging Party" or the "Association") alleging that the Board of Education of Essex County Vocational Schools (the "Respondent" or the "Board") had engaged in unfair practices within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. (the "Act") in that since 1975 the Respondent's technical and vocational school conducted 11-month training programs requiring an 11-month school year, that professional staff members

were required to agree to work 11 months, and that the Respondent unilaterally and without negotiations with the Charging Party refused to employ professional staff members in July 1981 and did not compensate these employees for that month. The Charging Party alleged this to be a violation of N.J.S.A. 34:13A-5.4(a)(1) and (5) of the Act. 1/

It appearing that the allegations of the Unfair Practice Charge, if true, may constitute unfair practices within the meaning of the Act, the Director of Unfair Practices issued a Complaint and Notice of Hearing on May 19, 1982. On June 4, 1982 the Board filed an Answer denying the allegations of the charge and raising affirmative defenses that the employees were employed on a ten-month basis with an optional eleventh month of work offered at the Board's option and subject to Board approval and that the Board exercised a managerial prerogative to close the Center in July and August 1981.

Pursuant to the Complaint and Notice of Hearing, a hearing was held on October 28, 1982, in Newark, New Jersey, at which time the parties were given an opportunity to examine witnesses, present relevant evidence and argue orally. Post-hearing briefs and reply brief were filed by December 19, 1982.

An unfair practice charge, having been filed with the Commission, a question concerning alleged violations of the Act exists and, after hearing, and after consideration of the post-

1/ These subsections prohibit 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; (5) Refusing to negotiate in good faith with a majority representative of employees in an appropriate unit concerning terms and conditions of employment in that unit, or refusing to process grievances presented by the majority representative."

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

The Board of Education of Essex County Vocational Schools is a public employer within the meaning of the Act and is subject to its provisions. The Essex County Vocational and Technical Teachers Association is a public employee representative within the meaning of the Act and is subject to its provisions.

Since 1974 the Board has provided post-secondary technical and vocational education at the Technical Guidance Center (the "Center"). The Center was financed in part by a grant from the U.S. Department of Commerce. Under the terms of this grant the Board had been required to remain open "the entire year." (J-3 in Evidence)

Initially, in 1975, the Center provided a continuous 12-month school program. After about two years the Board received permission from the Federal Government to reduce the school year to eleven months, according to School Superintendent George O'Connor. (Tr. pp. 40, 41) On April 30, 1979, at the request of the Board, the Department of Commerce amended the grant and eliminated the requirement that the Center remain open "the entire year." (J-5 in Evidence)

All full-time instructors at the Center have signed ten-month contracts of employment. Since 1975, with limited exceptions discussed below, the teachers have worked an eleventh month and are

paid 1/10th of their annual salary for that month. 2/

The Superintendent testified credibly that he described the work year to teachers in their initial job interview as follows:

> I cannot recall the specific words, but I can indicate to you that at the time of interview knowing there would be summer employment that I would certainly not deny the fact that I encouraged those people that I spoke to to take the summer employment for very obvious reasons. This was a continuing program. If we had to look for substitutes during that period of July/August, there could very easily be a breakdown in the continuity of the program, and I, as the person in charge of personnel and to a degree in charge of the program at that particular time, I certainly would encourage those people that I was interviewing for a 10-month position to take the opportunity of adding an additional month of salary and the continuity of the program, I would not deny that.
>
> Q Now, did you go to the Board each summer for approval for the summer programs in staffing?
>
> A I went to the Board each summer, prior to each summer, requesting permission to operate the program and requesting permission to employ those people who had indicated their intent to work for the summer. This followed the same practice as started in 1974 when Mr. Andrasko was superintendent. (Tr. pp. 44, 45)

The Superintendent recalled only two instances in which a staff member did not work an eleventh month prior to 1980. On April 28, 1980 eleven professional staff members at the Center were advised that a reduction in force had been authorized by the Board because of budgetary constraints and that their employment was terminated effective June 30, 1980. These employees were then rehired as of September 1, 1980 for the 1980-81 school year. The Center did remain open in July sans the eleven teachers.

2/ The Board does not consider this to be part of the employees' contractual salary and does not therefore make pension deductions therefrom. (Tr. p. 78)

This action was the subject of a proceeding before the Commission. In Board of Education of Essex County Vocational Schools, P.E.R.C. No. 81-102, 7 NJPER 144 (¶12063, 1981)("Essex County Vo Tech case") the Commission found the Board violated the Act by terminating professional staff employees prior to the end of their work year and rehiring them for the next school year.

In July 1981, with one exception, the Center program did not operate. The one exception is the practical nursing program which was continued during the summer in order to meet State licensing requirements.

The following 22 employees were employed at the Center during the 1980-81 school year, but did not work at the Center during the summer of 1981 and were not paid for any summer employment: Sam Cardinale, Corinne Carpenter, Stanley Cossley, Phyllis DeCosta, Edward Logue, Leroy Lynch, Mary Ann Lynch, Paul Nadolski, Charles Nankwell, Anthony Napolitano, Anthony Rosato, John Russo, George Sigmund, Arnold Talbot, George Theos, Wayne Williams, Robert Beach, Norma Del Sordi, Charles Scheller, Carol Caprio, Fred Kanig, Rosa Thornton.[3/] Carol Caprio, Fred Kanig and Rosa Thornton are guidance counsellors.

The teachers and guidance counsellors are represented by the Association and are included in the recognition clause of a collective negotiations agreement between the parties (J-2 in Evid.). The one reference to the length of school year covers guidance counsellors.

3/ The charge also included three clerks. The parties stipulated that the clerks were not represented by the Charging Party and Charging Party withdrew their names.

Schedule E provides:

> Guidance Counselors will be on the Teacher Salary ten (10) month schedule and shall be required to be on duty from September 1 to June 30; however, their pay for the summer coverage if required to work shall be computed in the regular manner on the basis of their base salary.

There were no negotiations between the Board and the Association concerning the closing of the Center for July 1981. 4/

DISCUSSION AND ANALYSIS

The Association argues that the doctrine of collateral estoppel should be applied to this case because the same issue was litigated in the prior Essex County VoTech case and that this subsequent action raises the same factual and legal issues as the prior action. Counsel for the Respondent notes that the Hearing Examiner in the prior Essex County VoTech case pointed out that if it had been established that there was "no employment opportunity for the instant employees in July 1980" his conclusion might have been otherwise. I agree with the Hearing Examiner only to the extent that this case is not appropriate for the application of collateral estoppel because there are other factual issues that have been litigated in this case.

The Appellate Division said in In re Piscataway Twp Bd/Ed, 164 N.J. Super, 98, 100:

> We have no doubt that the matter of length of work year and its inseparable concomitant - compensation - are terms and conditions of employment, within the Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., and consequently the subject of mandatory negotiations before being put in effect by a public employer.

4/ The parties have signed an agreement concerning summer employment for these employees effective July 1, 1982 and in the same agreement provided that the dispute concerning July 1981 would be "contested" through this proceeding (CP-4 in Evidence).

The dispute in this case is not whether length of work year is a mandatory subject of negotiations but rather what the length of the work year was for these 22 employees.

The Respondent points out that while the Commission and the courts have found length of work year to be negotiable, the Commission has distinguished cases where employees worked a particular work year and were offered a separate position for a summer program as in the case of Caldwell-West Caldwell, P.E.R.C. No. 79-89, 5 NJPER 226 (1979).

Respondent argues that these are ten-month employees who sign a ten-month contracts of employment and are offered an extra month of employment each summer. To further support this argument Respondent relies on the contractual language set out in the findings of fact, together with the fully bargained clause of the contract. (Article XXXIII of J-2 in Evid.) The one reference to length of work year in the contract is in the guidance counselor provision. That section refers to a Teachers Salary ten (10) month schedule; however, there is no other reference to a teachers salary ten month schedule in the contract.

The undersigned cannot conclude that a contractual reference to a "ten month schedule" defines the length of the work year. 5/

5/ In Sayreville Bd/Ed, P.E.R.C. No. 83-105, 9 NJPER 138 (¶14066, 1983) the Commission found the employer did not have an unfettered contractual right to alter the work year of employees when the existing contract was read and considered in light of the parties' past practices. The Commission said:

> Moreover, an employer violates it duty to negotiate when it unilaterally alters an existing practice or rule governing a term and condition of employment, such as the length of the work year or the amount of an employee's salary, even though that practice or rule is not specifically set forth in a contract. See, e.g., Galloway Twp. Bd/Ed v. Galloway Twp. Ed/Assn, 78 N.J. 25, 48-49, fn. 9 (1978); N.J.S.A. 34:13A-5.4.

The court and the Commission have found it necessary at times in analyzing an issue in dispute to look beyond what a party labels a dispute and examine the facts surrounding the matter. The Appellate Division noted in Newark Bd of Ed and Newark Teachers Union, Local #481, AFT, AFL-CIO, P.E.R.C. No. 79-24, 4 NJPER 486 (¶4221 1979), P.E.R.C. No. 79-38, 5 NJPER 41 (¶10026 1979), affmd App. Div. No. A-2060-78 (2/26/80):

> The Board's initial contention is that PERC avoided the abstract legal issue presented and looked instead at the factual issue alleged by the union in its original grievance....It is clear that in order for PERC to define the subject matter in dispute and isolate the abstract issue presented it must look to the grievance.

Here too, the undersigned feels it is necessary to define the issue in dispute by examining all the facts.

When Essex County VoTech reduced the length of the school year in 1980 of eleven teachers at the Center they called it a reduction in force (RIF). The Commission found the action not to be a RIF but a unilateral reduction in the work year. 6/ The Commission in the prior Essex County VoTech case also rejected the Board's argument that Caldwell-West Caldwell was controlling. In the Caldwell-West Caldwell case the Hearing Examiner found that the ten-month employee had a continuity in his year-long regular employment duties during the summer and recommended that the

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5/ (continued)
The existence of a contractual fully bargained or "zipper clause" does not constitute a waiver of a statutory duty to negotiate. There is no evidence that the parties clearly and unequivocably intended the zipper clause to encompass this issue. See GTE Automatic Elec., 110 LRRM 1193 (1982).

6/ The Hearing Examiner found the employees to be ten-month employees but relied on New Brunswick Bd/Ed, P.E.R.C. No. 78-47, 4 NJPER 84 (1978), aff'd App. Div. Docket No. A-2450-77 (1979)(a longstanding practice of ten-month employees being paid 1/10th of their salary for the eleventh month required an employer to negotiate a proposed chanfe in the work year prior to implementation) to find the Respondent reduced the work year.

Commission find the employer violated the Act by reducing the summer work schedule. The Commission rejected the Hearing Examiner's finding of a continuity of the employee's regular employment and found the summer programs to be a separate program.

While the employees are called "ten-month employees," Essex County VoTech had no separate summer program. Since as early as 1975 and continuing therefrom (with the minor exceptions noted in the findings of fact) the length of the regular school year for these employees was at least eleven consecutive months. The personnel "customarily...work a full year," Piscataway, supra at 101. Therefore, I find the length of their work year in 1981 to have been eleven months and that it was unilaterally reduced to ten months.

I do not find the fact that the work year was reduced for all the employees (except those in the nursing program) distinguishes this case from the prior Essex County VoTech work year case. 7/ As the Commission said in East Brunswick Bd/Ed and East Brunswick Ed/Assn, P.E.R.C. No. 82-14, 8 NJPER 320 (¶13145 1982), "[w]e do not dispute that the Board may have good reasons for wishing to reduce the work year...[the cases] require it to negotiate to impasse or agreement before doing so." at 321.

Therefore, on the basis of the entire record, I recommend the Commission find that the Board of Education of the Essex County Vocational Schools violated §5.4(a)(5) and derivatively 5.4(a)(1)

7/ The Hearing Examiner in the prior case indicated he might have recommended a different finding if there had been a total elimination in a RIF context; however, there is no reduction in force question in the instant proceeding.

when it unilaterally and without negotiations reduced the length of the work year for 22 professional staff members employed at the Technical Guidance Center and refused to employ them in July 1981 and did not compensate them for that month.

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 in good faith with the Essex County Vocational and Technical Teachers Association regarding its professional staff employees, who had the length of their work year reduced by one month in July 1981.

2. Refusing to negotiate in good faith with the said Association concerning terms and conditions of employment of employees in the unit represented by the Association regarding the length of the work year.

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

1. Forthwith make the 22 employees of the professional staff employed at the Respondent's Technical Career Center and identified in the findings of fact whole for lost wages, less income received in mitigation, with interest at a rate of 12% per annum from the month of July 1981.

2. Post at all places where notices to employees are customarily posted, copies of the attached notice marked as Appen-

dix "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 a period of at least sixty (60) consecutive days thereafter. Reasonable steps shall be taken by the Respondent Board to ensure that such notices are not altered, defaced or covered by other material.

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

Joan Kane Josephson
Hearing Examiner

Dated: July 1, 1983
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, particularly, by refusing to negotiate in good faith with the Essex County Vocational and Technical Teachers Association regarding our professional staff employees, who had the length of their work year reduced by one month in July 1981.

WE WILL NOT refuse to negotiate in good faith with the said Association concerning terms and conditions of employment of employees in the unit represented by the Association regarding the length of the work year.

WE WILL forthwith make the 22 employees of the professional staff employed at the Respondent's Technical Career Center and identified in the findings of fact: Sam Cardinale, Corinne Carpenter, Stanley Cossley, Phyllis DeCosta, Edward Logue, Leroy Lynch, Mary Ann Lynch, Paul Nadolski, Charles Nankwell, Anthony Napolitano, Anthony Rusato, John Russo, George Sigmund, Arnold Talbot, George Theos, Wayne Williams, Robert Beach, Norma Del Sordi, Charles Scheller, Carol Caprio, Fred Kanig, and Rose Thornton, whole for lost wages, less income received in mitigation, with interest at a rate of 12% per annum from the month of July 1981.

BOARD OF EDUCATION OF THE ESSEX COUNTY VOCATIONAL SCHOOLS
(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 James Mastriani, Chairman, Public Employment Relations Commission, 429 E. State State Street, Trenton, New Jersey 08608 Telephone (609) 292-9830.