P.E.R.C. NO. 2015-79

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BELLEVILLE EDUCATION ASSOCIATION,

Charging Party,

-and- Docket No. CO-2014-149

BELLEVILLE BOARD OF EDUCATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants the motion for summary judgment filed by the Belleville Education Association and denies the cross-motion for summary judgment filed by the Belleville Board of Education. The Commission finds that the Board violated N.J.S.A. 34:13A-5.4a(1), (3), and (5) of the New Jersey Employer-Employee Relations Act by failing to negotiate regarding the negotiable impacts on staff of implementing security cameras and the use of RFID cards, and by retaliating against an Association member for his protected activity regarding the Association's concerns and attempted negotiations regarding the new security system.

This synopsis is not part of the Commission decision. It has been prepared for the convenience of the reader. It has been neither reviewed nor approved by the Commission.

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Respondent.

Appearances:

For the Charging Party, Oxfeld Cohen, P.C., attorneys (Sandy R. Oxfeld, of counsel)

For the Respondent, Schwartz Simon Edelstein & Celso, LLC, attorneys (Stephen J. Edelstein, of counsel)

DECISION

This case comes to us by way of cross-motions for summary judgment. On January 13, 2014, the Belleville Education Association filed unfair practice charges against the Belleville Board of Education. The charges allege that the Board violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically 5.4a(1), (2), (3) and (5) when it 1) did not negotiate with the Association regarding the installation of new security cameras and the requirement that staff wear radio frequency identification cards, and 2) retaliated against its President, Michael Mignone for his opposition to the new security system by issuing letters of reprimand and suspending and bringing tenure charges against

him.[1/] We grant the Association's motion for summary judgment and deny the Board's motion for summary judgment.

On May 14, 2014, a Complaint and Notice of Hearing issued on the alleged violations of 5.4a(1), (3) and (5) only.[2/] On August 13, the Association filed a motion for summary judgment supported by certifications of Mignone, its Vice President and an NJEA Uniserve Field Representative. On October 9, the Board filed opposition to the Association's motion for summary judgment and a cross-motion for summary judgment, supported by certifications of its President and the Superintendent of Schools. On November 7, the Association filed opposition to the Board's cross-motion for summary judgment and further support of its motion, and on November 20, the Board filed a reply to that brief. On June 9, 2015, the Chair referred the motions to the full Commission. N.J.A.C. 19:14-4.8.

1/ The Association also filed an application for interim relief, which was denied by a Commission Designee on April 10, 2014. I.R. 2014-4, 41 NJPER 21 (¶5 2014).

2/ These provisions 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 the Act; (3) discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage employees in the exercise of rights guaranteed to them by the 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 representatives.

The Security System

The following are the pertinent material facts based on the certifications. The Superintendent certifies that following the December 2012 tragedy at Sandy Hook Elementary School in Newton, Connecticut, the Board initiated a program to put an armed retired police officer in every school. Additionally, it sought to upgrade its security system, and in the Fall of 2013, proceeded with the installation of an expansive security system. Mignone and the NJEA Uniserve representative certify that the system cost the District approximately $2,000,000.

Both parties agree that the security upgrades involve the placement of exposed cameras with both video and audio capabilities in all classrooms, hallways, cafeterias, kitchens, gymnasiums, faculty lounges, most stairwells, some closets and other public spaces as well as the exterior of the buildings, but not in rest rooms, locker rooms and nurses' offices. According to the Superintendent, there will not be continuous audio recording from the cameras. Instead, in the event of an emergency or security issue, the audio feed from a particular camera will be turned on. Each classroom will also have a telephone that will allow District officials and the police to communicate directly with the teacher in the event of a crisis. The Superintendent further certifies that the Belleville Police Department will have the ability to tap into the audio and video

feeds in the event of an emergency, but will not continuously monitor the feeds.

Both parties agree that the security system has a second component which is the use of radio frequency identification cards (RFID cards) to be worn by both students and staff and that the cards contain technology that allows the location of the card bearer to be located utilizing card readers that will be installed in schools and on school buses. Staff members can be located with the RFID cards only if they are on school grounds or a school bus, and cannot be tracked once they leave school grounds or a school bus. The RFID cards have a "panic button" feature that a staff member could use to summon immediate assistance from the administration and police.

According to the Superintendent, the sole purpose of the new system is to protect students and staff, and the system will not be used for observing teachers as part of their evaluation process. The Association asserts that due to the security system, the Association has no private space within which staff can confidentially express concerns to Association officers. According to the Superintendent, the Board will consider removing the camera from the Association office if the Association will agree to sign a release and hold harmless agreement.

Both parties certify that on October 1, 2013, the Board and the security system's vendor conducted an informational meeting regarding the new system.

On October 7, 2013, Association counsel wrote to the Superintendent, asserting that the impact of the installation of the new system was a mandatorily negotiable term and condition of employment, and that the new system should not be put into effect until there was an agreement between the parties concerning impact issues. On October 14, Board counsel responded asserting that he does not agree that the installation of the system is subject to negotiations, but that the Superintendent would meet with a limited number of Association personnel "to explain the system and its features." Board counsel requested that the Association submit an outline of its concerns so that the Superintendent could respond accordingly and requested that Association counsel contact his office to find a mutually acceptable date for the meeting. On October 25 and November 8, Board counsel followed up with Association counsel stating that he had not received the outline of the Association's concerns or list of proposed dates for the meeting. On December 18, Association counsel responded expressing concerns about the expansive nature of the system, and again requested negotiations over the impact of the system on the staff. On January 12, 2014, Board counsel responded, again asserting that the District was not required to negotiate over the installation of the system, but that as previously stated in his prior three letters, the District was willing to schedule a meeting to provide "additional

information." On January 15, Association counsel responded that he was not seeking "additional information", and again stressed that he was seeking to negotiate over the impact of the system on staff.

The Association argues that the Board should have negotiated with it prior to installing the security system, particularly given its expansive nature. The Board responds that the Board's installation of the system was a non-negotiable managerial prerogative.

The Association's asserts that the Board failed to negotiate over the security system, violating N.J.S.A. 34:13A-5.4a (1) and (5). N.J.S.A. 34:13A-5.3 entitles a majority representative to negotiate on behalf of unit employees over their terms and conditions of employment. Section 5.3 defines an employer's duty to negotiate before changing working conditions:

> Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

Consequently, employers may not unilaterally alter prevailing terms and conditions of employment because such changes circumvent the statutory duty to negotiate. See also, Galloway Tp. Bd. Of Ed. V. Galloway Tp. Ed. Ass'n, 78 N.J. 1 (1978). However, an employer will not be found to have violated N.J.S.A. 34:13A-5.3a (5) where the term or condition of employment is not mandatorily negotiable. Local 195 IFPTE v.

State, 88 N.J. 393 (1982) articulated the standards for determining whether a subject is mandatorily negotiable:

> A subject is negotiable between public employers and employees when (1) the item intimately and directly affects the work and welfare of public employees; (2) the subject has not been fully or partially preempted by statute or regulation; and (3) a negotiated agreement would not significantly interfere with the determination of governmental policy. To decide whether a negotiated agreement would significantly interfere with the determination of governmental policy, it is necessary to balance the interests of the public employees and public employer. When the dominant concern is the government's managerial prerogative to determine policy, a subject may not be included in collective negotiations even though it may intimately affect employees' working conditions.
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> [Id. at 404-405]

We have previously addressed the negotability of a public employer's installation of an exposed security system, which triggers the application of the third prong of the Local 195 negotability test. We have found that, generally, installation of exposed cameras for the purpose of protecting people and property is a significant governmental interest in which the employer's interest for security outweighs the employees interest for privacy, placing the issue outside of the scope of negotability. Paterson, P.E.R.C. No 2007-62, 33 NJPER 143 (¶50 2007)(Paterson I); See also Paterson, P.E.R.C. No. 2011-5, 36 NJPER 300 (¶114 2010)(Paterson II). In Paterson I, exposed cameras were installed inside and outside a public safety complex

to monitor access to the complex because the City was not capable of excluding the public from most areas of the building and grounds. In Paterson II, after several instances of significant employee misconduct, exposed cameras were installed in a Police Department Radio room to monitor the activity of officers who received 911 calls and dispatched emergency services.

More recently, we considered the negotability of whether and under what circumstances recordings could be used for employee discipline. New Jersey Transit Bus Operations (NJTBO), P.E.R.C. No. 2015-53, 41 NJPER 392 (¶123 2015).[3/] The recordings were obtained from exposed cameras with audio and video capability that were placed on various locations on public buses. Recordings were not continuous and were prompted only by a triggering event such as an accident or voluntarily when initiated by a bus driver. The cameras were installed to collect information to help provide safer public transportation. We found that to require NJTBO to negotiate whether and under what circumstances it could use evidence of employee misconduct that was indirectly obtained during recording would significantly interfere with its ability to improve the safety and efficiency of its operations.

3/ Negotiations under the New Jersey Public Transportation Act are subject to a standard of whether negotiations would prevent New Jersey Transit from fulfilling its statutory mission to provide a coherent public transportation system in the most efficient and effective manner. This standard is different from the negotability standard we apply in the instant matter from Local 195.

In the instant matter, the Board has installed exposed cameras with both audio and video capabilities in all classrooms, hallways, cafeterias, kitchens, gymnasiums, faculty lounges, most stairwells, some closets and other public spaces as well as the exterior of the buildings. Cameras are not installed in rest rooms, locker rooms and nurses' offices. Audio recordings will only be triggered in the event of an emergency or security issue. Each classroom will also have a telephone that will allow teachers to quickly communicate with District officials and the police in the event of a crisis. The Belleville Police Department will have the ability to tap into the audio and video feeds in the event of an emergency, but will not be continuously monitoring the District. While this security system is more expansive than the security systems we considered in Paterson I and II and NJTBO, the extensiveness of this system does not alter our prior finding that generally, the installation of exposed cameras for the purpose of protecting people and property is a significant governmental interest which places the issue outside of the domain of negotiability. Paterson I and II and NJTBO, respectively, implicated the significant governmental interests of having a security system in place to protect a public safety complex, to monitor employee activity in a radio room where employees were receiving emergency calls and dispatching emergency services after instances of serious employee

misconduct, and to monitor activity on public buses for the purpose of providing safer public transportation. The significant governmental interest in this case is equally if not more compelling since it involves the protection of children. The District has a prerogative, and a responsibility, to take the measures it deems appropriate to protect the safety of its students and staff, particularly in light of the numerous incidences of public violence in our schools nationwide in recent past.

Our conclusion is the same when we consider the use of RFID cards as part of the security system implemented by the Board. The RFID cards can locate staff when they are on school grounds or a school bus and in proximity to a card reader. The District has determined that the use of these cards is an important part of security for its schools. The cards have a panic button feature that could be critical in instantly alerting the administration and police in the event of a crisis. The District's interests in security in this area are substantial, in contrast to employees who cannot claim an interest in concealing their location during work hours, on school grounds and buses.

Nevertheless, given the extensive nature of this security system, we find that under the circumstances of this case, the severable impact on the staff is negotiable. Negotiations over impact issues should encompass many of the valid concerns raised

by the Association - including, but not limited to, the following:

- placement of cameras in the faculty lounges;[4/]
- designation of an area that would not be monitored by a camera within which teachers could meet with Association officers to discuss sensitive or confidential matters;
- notice procedures if camera recordings or data downloaded from the RFID cards will be used for employee discipline purposes, and procedures for access to such data;
- notice as to the period of retainment for camera recordings and data downloaded from the RFID cards;
- notice procedures for significant changes to the cameras or the RFID cards.

There is no question that the Association requested on several occasions to negotiate over the impact of the security system and the use of the RFID cards. While the Board indicated a willingness to "explain the system and its features" and to provide "additional information", the overall attitude conveyed by the Board to the Association's requests did not signal a

4/ The Board has not expressed any particularized need to have cameras in faculty lounges. Employees interests stemming from the placement of cameras in faculty lounges are greater than in other parts of the school where cameras have been installed. In a school setting, teachers generally do not have individual offices, and their classrooms serve as their offices. Teachers have no privacy in classrooms because they are engaged with students for the majority of the day, and also because classrooms are monitored by cameras. Faculty lounges should be areas where staff can go during break to engage in conversations with colleagues about professional or personal matters without a concern of being monitored or overheard by a camera.

willingness to approach the negotiations table with a desire to reach a mutually acceptable agreement. State of New Jersey, E.D. No. 79, 1 NJPER 39 (1975), aff'd 141 N.J. Super. 470 (App. Div. 1976). Therefore, find that the Board violated N.J.S.A. 34:13A-5.4a (1) and (5).

Alleged Retaliation Against Mignone

The following are the pertinent material facts gleaned from the record. Mignone has been employed as a teacher by the Board since 2000, and for the 2013/2014 school year was assigned as a mathematics teacher at the District's middle school. Mignone has held various executive offices for the Association, and became President in September 2013. Mignone has no prior disciplinary history. Mignone certifies that the first significant issue he addressed upon entering office was the installation of the security system, its effect on staff, and its cost in light of other important educational areas that were being underfunded. Mignone met with the Superintendent in September 2013 to discuss the issue. The Association distributed cards highlighting the system's costs and encouraging attendance at the October 1 meeting sponsored by the Board and the security system's vendor to provide information about the system. On September 27, Mignone received a letter of reprimand regarding an alleged conversation he had with his students about the concerns he had with the security system. He denies the allegations and asserts

that he was not given the opportunity to respond to the allegations before the letter was issued. The Association filed a grievance asserting that he was disciplined without just cause. Shortly after the grievance was filed, Mignone certifies that he met with the Interim Vice Principal, who suggested he needed to learn how to play the political game, and that it was in his best interest to accept the letter and possibly resign as Association President.

On December 2, 2013 the mother of one of Mignone's students left a message for him to call her regarding an assignment for his class. This particular student is classified with a disability. As of December 9, Mignone had not returned her call. At a Board meeting on December 9, the mother addressed the Board and, among other things, stated that she had a problem with her son's teacher discussing the security system in class and not returning her call. Also at this meeting, Mignone expressed his concerns about the security system and the costs associated with it, and told the Board that if any Association members were targeted for union activity, the Association would protect them. According to Mignone, he did not become aware of the mother's call until December 9, and on December 10, he returned her call. The mother met with the Superintendent on December 11 and advised her that the issue had been resolved. On December 20, Mignone, a District guidance counselor, and an Association representative

called the mother. According to Mignone, the call went well, the issue was resolved, and he asked the mother to write to the Superintendent advising her of such. The District asserts that Mignone extorted the letter from the mother after suggesting that her son should possibly be removed from his class, playing on the mother's heightened concerns for consistency given her son's disability. The mother was not advised that the Association representative was present during the call and possibly taping the conversation. Mignone certifies that he received a second letter on December 20 regarding his not returning the mother's call, and that his principal apologized when she handed the letter to him and told him she was forced to do so, but that the letter was not disciplinary. The Association also grieved this letter. On January 2, 2014, he met with the Superintendent and Assistant Superintendent and was advised that he was suspended with pay while a parental complaint was investigated. Tenure charges were initially filed against Mignone in early January which were then withdrawn. On February 28, tenure charges were re-filed against Mignone, setting out four charges with numerous counts each, stemming from the alleged conversation he had with students about the security system and the sequence of events following the mother's message to him on December 2, 2013. He was charged with conduct unbecoming a teaching staff member and other just cause, including but not limited to insubordination,

and the charges sought dismissal and reduction in salary. An arbitrator was appointed to hear the tenure charges, and five days of hearings were conducted during which documentary evidence and witness testimony were presented. The arbitrator dismissed all the counts of all the charges except one count pertaining to the presence of the Association representative on the December 20, 2013 call without the mother's knowledge, which resulted in a thirty-day suspension without pay. The arbitrator found as follows:

> In conclusion, the Arbitrator finds that, although the class discussion of October 16, 2013 includes some relatively minor measure of misconduct on the part of the teacher, that misconduct was effectively dealt with through a letter of reprimand dated October 25, 2013. That letter appears to have successfully resulted in corrective action, as there is absolutely no evidence of a repetition of the problematic behavior. Further, and more significantly, the Board proved its allegations of unbecoming conduct set forth in Charge II, Count 5. Specifically, the evidence proved that the Teacher engaged in substantial misconduct by having an undisclosed BEA representative present during a conference call with the Parent of one of his students and the Guidance Counselor. This surreptitious presence of the representative posed the potential violation of the privacy of the Parent and student despite the fact that nothing detrimental was revealed in the conversation. It was an ethical violation and clearly unbecoming conduct. All other allegations of misconduct in the charges presented failed to be supported by sufficient credible evidence to meet the burden of proving the charges by a preponderance of the evidence: they must be dismissed.

> The Arbitrator finds that the imposition of dismissal for the misconduct is not reasonably related to the severity of the misconduct. The appropriate penalty for the charge proved a 30-day suspension without pay. It is important to emphasize that the Respondent has had an excellent record as a teacher in the District and that his abilities in the classroom, except for the single 20-minute discussion with students on October 16, 2013, are without any critical complaint. His record as a teacher is praiseworthy. The Award herein shall order that the Teacher by returned to his former position. He shall be made whole for any loss of compensation beyond the one month (thirty-day) suspension without pay ordered herein.
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> [Award at 42-43].

The Association asserts that the Board violated N.J.S.A. 34:13A-5.4a (3) by retaliating against Mignone's protected activity when it issued letters of reprimand, suspended him, and filed tenure charges against him. In Bridgewater Tp. v. Bridgewater Public Works Ass'n., 95 N.J. 235 (1984), the New Jersey Supreme Court set forth the standard for determining whether an employer's action violates subsection 5.4a(3) of the Act. The Charging Party must prove by a preponderance of the evidence on the entire record that protected activity was a substantial or motivating factor in the Employer's adverse action. This may be done by direct or circumstantial evidence which demonstrates that:

(1) the employee engaged in protected activity; and

(2) the employer knew of this activity; and

(3) the employer was hostile toward the exercise of the protected activity.

If an illegal motive has been proved and if the employer has not presented any evidence of a motive not illegal under our Act, or if its explanation has been rejected as pretextual, there is sufficient basis for finding a violation without further analysis. If the record establishes that both motives unlawful under the Act and other motives contributed to a personnel action, then the employer will not have violated the Act if it can prove by a preponderance of the evidence on the entire record that the same action would have taken place even in the absence of protected activity. This affirmative defense need not be considered unless the charging party has proved, on the record as a whole, that anti-union animus was a motivating or substantial reason for the personnel action.

First, we address the Board's argument that the Commission does not have jurisdiction over the Association's N.J.S.A. 34:13A-5.4a (3) claim since the tenure charges fall under the exclusive purview of the Commissioner of Education. The focus of the tenure proceedings was whether there was substantial credible evidence to sustain the tenure charges filed against Mignone. The focus of the Association's N.J.S.A. 34:13A-5.4a (3) claim is whether the Board retaliated against Mignone for protected conduct. The arbitrator did not consider whether the District

retaliated against Mignone for protected activity, nor did he have jurisdiction to do so. This agency has exclusive jurisdiction over unfair practice claims arising under the Act. N.J.S.A. 34:13A-5.4c.

Mignone engaged in protected activity when he met with the Superintendent in September 2013 shortly after becoming Association President to express his concerns about the security system. He again engaged in protected activity when the Association distributed the cards illustrating the cost of the system and encouraging attendance at the October 1 meeting. He engaged in protected activity again when he spoke out at the October 1 and December 9 Board meetings. The District was aware of his protected activity.

We find that this case involves dual motives for Mignone's letters of reprimand, suspension and tenure charges. The record supports that Mignone engaged in misconduct when he participated in a conversation with his students about the security system and did not advise a mother of his students that an Association representative was present and listening in on their telephone call. However, the discipline that was imposed is notably disproportionate to the misconduct, particularly in light of Mignone's clean disciplinary record in his fourteen years of years of teaching in the District prior to becoming Association President. These factors provide direct evidence which support

that hostility to Mignone's protected activity factored into the discipline that the Board imposed on him. Additionally, timing is an important factor in assessing motivation and may give rise to an inference that a personnel action was taken in retaliation for protected activity. City of Margate, P.E.R.C. No. 87-45, 13 NJPER 498 (¶18183 1987); Bor. of Glassboro, P.E.R.C. No. 86-141, 12 NJPER 517 (¶17193 1986); Dennis Tp. Bd. of Ed., P.E.R.C. No. 86-69, 12 NJPER 16 (¶17005 1985); Downe Tp. Bd. of Ed., P.E.R.C. No. 86-66, 12 NJPER 3 (¶17002 1985). Mignone received his first letter of reprimand on September 27, just prior to the October 1 meeting where he was expected to express his concerns about the security system given the cards that the Association distributed. He received a second letter on December 20, shortly after speaking out about the security system at the December 9 meeting, and was then suspended on January 2 and had initial tenure charges filed against him shortly thereafter (which were later withdrawn) and then had tenure charges re-filed on February 28. The record indicates a pattern of proximity of protected conduct to the discipline that was imposed on him.

Our findings are supported by the Arbitrator's award. The Arbitrator found that Mignone did engage in some measure of misconduct by participating in a conversation with his students about the security system, and a serious incidence of misconduct when he did not inform a student's mother that an Association

representative was present and listening to their telephone call. However, the arbitrator only sustained one count of one of the tenure charges out of the four charges with numerous counts each that were filed. The arbitrator consistently found that the Board's case lacked substantial credible evidence and commented numerous times that the penalty sought was disproportionate to the misconduct. Therefore, we find that the Board violated N.J.S.A. 34:13A-5.4a (3).

ORDER

The Belleville Education Association's motion for summary judgment is granted and the Belleville Board of Education's motion for summary judgment is denied.

A. The Board shall cease and desist from:

1. Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by the Act, particularly by imposing discipline that was disproportionate to the misconduct of Michael Mignone in retaliation for him expressing the Association's concerns about the security system and by failing to negotiate with the Association regarding the severable impact on the staff from the implementation of the security cameras and RFID cards.

2. Discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage employees in the exercise of the rights guaranteed to them by the Act, particularly by imposing discipline that was disproportionate to the misconduct of Mignone in retaliation for

him expressing the Association's concerns about the security system.

3. Refusing to negotiate in good faith with the Association, particularly with regard to the severable impact on the staff from the implementation of security cameras and use of RFID cards.

B. Post in all places where notices to employees are customarily posted, copies of the attached notice marked as Appendix "A." Copies of such notice shall, after being signed by the Respondent's authorized representative, be posted immediately and maintained by it for at least sixty (60) consecutive days. Reasonable steps shall be taken to ensure that such notices are not altered, defaced or covered by other materials.

C. Within twenty (20) days of receipt of this decision, notify the Chair of the Commission of the steps the Respondent has taken to comply with this order.

BY ORDER OF THE COMMISSION

Chair Hatfield, Commissioners Eskilson, Jones, Voos and Wall voted in favor of this decision. Commissioner Boudreau voted against this decision. Commissioner Bonanni was not present.

ISSUED: June 25, 2015

Trenton, New Jersey

NOTICE TO 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 interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by the Act, particularly by imposing discipline that was disproportionate to the misconduct of Michael Mignone in retaliation for him expressing the Association's concerns about the security system and by failing to negotiate with the Association regarding the severable impact on the staff from the implementation of the security cameras and RFID cards.

WE WILL cease and desist from discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage employees in the exercise of the rights guaranteed to them by the Act, particularly by imposing discipline that was disproportionate to the misconduct of Mignone in retaliation for him expressing the Association's concerns about the security system.

WE WILL cease and desist from refusing to negotiate in good faith with the Association, particularly with regard to the severable impact on the staff from the implementation of security cameras and use of RFID cards.

Docket No. CO-2014-149

BELLEVILLE BOARD OF EDUCATION
(Public Employer)

Date: _____ By: _____

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 Street, PO Box 429, Trenton, NJ 08625-0429 (609) 984-7372