

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BOARD OF EDUCATION OF ESSEX
COUNTY VOCATIONAL SCHOOLS,

Respondent,

-and-

Docket No. CO-81-8-48

ESSEX COUNTY VOCATIONAL AND
TECHNICAL TEACHERS ASSOCIATION,

Charging Party.

SYNOPSIS

The Commission, in the absence of exceptions to the report of the Hearing Examiner, determines, in accordance with the Hearing Examiner's recommendations that the Board of Education of Essex County Vocational Schools, violated N.J.S.A. 34:13A-5.4(a)(5) and derivatively (a)(1) by terminating, prior to the end of their work year, 11 employees represented by the Essex County Vocational and Technical Teachers' Association who were subsequently rehired by the Board for the next school year.

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Docket No. CO-81-8-48

ESSEX COUNTY VOCATIONAL AND
TECHNICAL TEACHERS ASSOCIATION,

Charging Party.

Appearances:

For the Respondent, David H. Ben-Asher, Esq.
(Richard M. Cignarella, Esq.)
For the Charging Party, Rothbard, Harris & Oxfeld
(Arnold S. Cohen, Esq.)

DECISION AND ORDER

An Unfair Practice Charge was filed with the Public Employment Relations Commission on July 11, 1980, and amended on October 22, 1980, by the Essex County Vocational and Technical Teachers Association (hereinafter the "Charging Party" or the "Association"), alleging that the Board of Education of Essex County Vocational Schools (hereinafter the "Respondent" or the "Board") had engaged in unfair practices within the meaning of the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13A-1 et seq. (hereinafter the "Act"), in that the Board unilaterally, and without notice to or negotiations with the Association, terminated, as of June 30, 1980^{1/} the employment

^{1/} The Respondent Board on April 28, 1980 authorized a reduction in force (RIF) on a "School-wide" basis, which affected 60
(continued)

of eleven employees,^{2/} who had previously worked under a collectively bargained work year extending from September through July. This action is alleged to be a violation of N.J.S.A. 34:13A-5.4 (a) (1) and (a) (5) of the Act.^{3/}

It appearing that the allegations of the Unfair Practice Charge, as amended, if true, might constitute unfair practices within the meaning of the Act, a Complaint and Notice of Hearing was issued on November 3, 1980. Pursuant to the Complaint and Notice of Hearing, a hearing was held on December 8, 1980, in Newark, New Jersey, before Hearing Examiner Alan R. Howe, at which time the parties were given an opportunity to examine witnesses, present relevant evidence and argue orally. Post-hearing briefs were filed by both parties by January 19, 1981, following a one-week extension of time granted to the Board with the consent of the Association.

The Hearing Examiner issued his Recommended Report and Decision, H.E. No. 81-24, 7 NJPER ____ (¶ _____ 1981), on

1/ (continued)

"instructors" throughout the system. The 11 professional staff members, who are the subject of the instant proceeding, each received a letter from the Superintendent dated April 29, 1980 advising "...that effective June 30, 1980 your employment will be terminated..." due to "budgetary constraints". As a result, the 11 affected employees herein were not employed in July 1980, but each was rehired as of September 1, 1980 for the 1980-81 school year.

2/ The names of the employees are as follows: Janice Reisner, Anthony Napolitano, Carol Caprio, Norm Del Sordi, Arnold Talbot, John Galante, Ruth Sydnor, Judith Calderone, Shirley Hunter, Stanley Costley and John Russo.

3/ 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."

January 20, 1981. He concluded that the Board's unilateral action in reducing the workyear of the eleven employees, without negotiations with the Association, violated N.J.S.A. 34:13A-5.4(a)(1) and (a)(5). He recommended that this Commission order the Board to make the eleven employees whole by paying them the wages they would have received in July, 1980, had the Board not taken the action noted herein.

Neither party has filed exceptions to the report of the Hearing Examiner. We have reviewed the entire record in this matter and hereby adopt the findings of fact and conclusions of law made in H.E. No. 81-24. We find that the Board's action constituted a violation of N.J.S.A. 34:13A-5.4(a)(1) and (5) essentially for the reasons set forth by the Hearing Examiner. We adopt his recommendation that the employees affected be made whole and issue the following

ORDER

IT IS HEREBY ORDERED that:

A. The Respondent Board of Education shall 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 were terminated effective June 30, 1980, prior to the end of their work year, and were then rehired as of September 1, 1980 for the 1980-81 school year.

2. Refusing to negotiate in good faith with the said Association regarding a reduction in work year of employees in the unit represented by the Association.


B. The Respondent Board of Education take the following affirmative action:

1. Forthwith make the 11 employees of its professional staff, identified by name in footnote 2, supra, whole for the wage loss suffered by not having been employed for the month of July 1980 at the Respondent's Technical Career Center.

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

BY ORDER OF THE COMMISSION



James W. Mastriani
Chairman

Chairman Mastriani and Commissioners Hartnett, Parcels and Graves voted for this decision. None opposed. Commissioners Hipp and Newbaker abstained
DATED: Trenton, New Jersey
March 10, 1981
ISSUED: March 11, 1981

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 were terminated effective June 30, 1980, prior to the end of their work year, and were then rehired as of September 1, 1980 for the 1980-81 school year.

WE WILL NOT refuse to negotiate in good faith with the said Association regarding a reduction in work year of employees in the unit represented by the Association.

WE WILL forthwith make the following 11 employees of our professional staff whole for the wage loss suffered by not having been employed for the month of July 1980 at the Respondent's Technical Career Center: Janice Reisner, Anthony Napolitano, Carol Caprio, Norma Del Sordi, Arnold Talbot, John Galante, Ruth Sydnor, Judith Calderone, Shirley Hunter, Stanley Costley and John Russo.

BOARD OF EDUCATION OF 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 the Public Employment Relations Commission,
429 East State, Trenton, New Jersey 08608 Telephone (609) 292-9830.

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

In the Matter of

BOARD OF EDUCATION OF ESSEX
COUNTY VOCATIONAL SCHOOLS,

Respondent,

-and-

Docket No. CO-81-8-48

ESSEX COUNTY VOCATIONAL AND
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)(1) and (5) of the New Jersey Employer-Employee Relations Act when failed to employ 11 of its professional staff members in July 1980, notwithstanding these employees, as of a matter of binding past practice, worked in the month of July previous years. The affected employees were, when they were hired, advised that they would work 11 months from September through July and that they would be paid for the month of July 1/10 of their salary for the months worked from September through June.

The Hearing Examiner found that the Respondent Board acted arbitrarily and capriciously when it notified the affected 11 employees of their termination as of June 30, 1980 due to "budgetary constraints" and then, after not providing them with employment for the month of July 1980, rehired them as of September 1, 1980 for the 1980-81 school year. The Hearing Examiner cited Commission and Court precedent for the proposition that a public employer cannot unilaterally reduce the length of the workyear of its employees from 11 months to 10 months without prior negotiations with the collective negotiations representative of said employees, i.e., the Association. By way of remedy, the Hearing Examiner recommended that each of the 11 affected employees be made whole for the earnings that they would have received had they worked in July 1980.

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 and fact and/or conclusions of law.

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

In the Matter of

BOARD OF EDUCATION OF ESSEX
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Docket No. CO-81-8-48

ESSEX COUNTY VOCATIONAL AND
TECHNICAL TEACHERS ASSOCIATION,

Charging Party.

Appearances:

For the Board of Education of
Essex County Vocational Schools
David H. Ben-Asher, Esq.
(Richard M. Cignarella, Esq.)

For the Essex County Vocational
and Technical Teachers Association
Rothbard, Harris & Oxfeld, Esqs.
(Arnold S. Cohen, Esq.)

HEARING EXAMINER'S RECOMMENDED
REPORT AND DECISION

An Unfair Practice Charge was filed with the Public Employment Relations Commission (hereinafter the "Commission") on July 11, 1980, and amended on October 22, 1980, by the Essex County Vocational and Technical Teachers Association (hereinafter the "Charging Party" or the "Association") alleging that the Board of Education of Essex County Vocational Schools (hereinafter the "Respondent" or the "Board") had engaged in unfair practices within the meaning of the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13A-1 et seq. (hereinafter 1/ As amended at the hearing.)

the "Act"), in that (1) the Respondent in the Winter of 1974 opened a Technical Career Center (hereinafter the "Center"), which has always had a school year of 11 months from September through July; (2) that the professional staff members represented by the Association and employed at the Center must agree when hired to work 11 months as a term and condition of employment; and (3) that the Respondent unilaterally and without negotiations with the Association refused to employ and pay 12 of its said professional staff members in July 1980, who would otherwise have received the same salary during the month of July as during the months September through June, 1980; all of which is alleged to be a violation of N.J.S.A. 34:13A-5.4 (a)(1) and (5) of the Act. 2/

It appearing that the allegations of the Unfair Practice Charge, as amended, if true, may constitute unfair practices within the meaning of the Act, a Complaint and Notice of Hearing was issued on November 3, 1980. Pursuant to the Complaint and Notice of Hearing, a hearing was held on December 8, 1980 in Newark, New Jersey, at which time the parties were given an opportunity to examine witnesses, present relevant evidence and argue orally. The Charging Party filed its ~~post-hearing~~ brief on December 23, 1980. 2a/

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

2/ 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 of employees in that unit, or refusing to process grievances presented by the majority representative."

2a/ The Respondent's brief was originally due January 13, 1981 but a one-week extension was granted to January 19, 1981 with the consent of the Charging Party.

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

FINDINGS OF FACT

1. The Board of Education of Essex County Vocational Schools is a public employer within the meaning of the Act, as amended, and is subject to its provisions.

2. The Essex County Vocational and Technical Teachers Association is a public employee representative within the meaning of the Act, as amended, and is subject to its provisions.

3. The most recent collective negotiations agreement between the parties is effective during the term of July 1, 1979 through June 30, 1981 (J-1).

4. It was stipulated that there are 11 employees of the Respondent involved in the instant proceeding, who are covered by J-1 and within the scope of the collective negotiations unit set forth in Article I (J-1, p.1). ^{3/} It was also stipulated that all 11 of these employees were employed at the Center during the 1979-80 school year but did not work at the Center in July 1980 and were not paid for the month.

5. The Center opened in the Winter of 1974 as a post-secondary school providing technical and vocational education. ^{4/} Since its opening the Center has maintained a school year of 11 months from September through July until the 1979-80 school year, which is the subject of the instant proceeding. (See C-1, C-2 para. 3).

6. The professional staff members represented by the Association and employed at the Center are basically 10-month employees (September through June),

^{3/} The names of the employees are as follows: Janice Reisner, Anthony Napolitano, Carol Caprio, Norma Del Sordi, Arnold Talbot, John Galante, Ruth Sydnor, Judith Calderone, Shirley Hunter, Stanley Costley and John Russo. It was stipulated that with the exception of Napolitano all of the employees were hired after January 1, 1976, Napolitano having been hired on May 1, 1975.

^{4/} See Page 4 for Footnote 4.

who are paid an extra month's salary for work in July. (See C-1, C-2 para. 6 and R-3A).

7. The witnesses for the parties were in agreement that professional staff, including the 11 employees who are the subject of the instant proceeding, worked each July until the year 1980. ^{5/}

8. The witnesses for the Charging Party testified credibly that at the time of their hire they were informed by the Superintendent, or other representatives of the Respondent, that the Center operated on a 12-month basis and each was expected to work 11 months.

9. The Respondent offered in evidence excerpts from the Superintendent's monthly report to the Respondent Board for the months of May or June for the years 1976 through 1980 (R-3). The reports for 1976 through 1979 contain a recommendation that named "instructors" be approved for work in the month of July and paid an extra month's salary (R-3A to D). However, the June 23, 1980 report (R-3E, F), while recommending that the "...Center program be continued for the month of July as it has been in past years," did not, as in the past, contain the names of the "instructors," who were to work in July. Rather, it stated that "...Those instructors not effected by the RIF procedure ^{6/} and interested in working shall be paid on the basis of 1/10 of their 1980-81 salary for the month of July..."

^{4/} The authority for opening the Center derives from the acceptance by the Respondent of an "Offer of Grant" from the U.S. Department of Commerce on February 11, 1969, which provided, *inter alia*, that "...the Center shall be operated on a minimum of two-shifts the entire year..." (R-1A & B). The Grant Agreement between the Respondent and the U.S. Department of Commerce was amended as of April 30, 1979 by deleting the reference hereinbefore quoted, which required that the Center be operated "the entire year." (R-2).

^{5/} The Superintendent, George B. O'Connor, could recall only two instances where a staff member did not work in July prior to July 1980.

^{6/} See Page 5 for Footnote 6.

10. It is conceded by the Respondent that it did not give notice to or negotiate with the Association with respect to the RIF of the 11 professional staff members herein involved (see CP-1, supra), nor with respect to their re-hire as of September 1, 1980 for the 1980-81 school year. 7/

THE ISSUE

Did the Respondent violate Subsections (a)(1) and (5) of the Act when without notice to or negotiations with the Association it "RIFed" 11 of its professional staff employees herein involved for the month of July 1980 and then rehired them as of September 1, 1980 for the 1980-81 school year?

DISCUSSION AND ANALYSIS

The Respondent Violated Subsection (a)(5) of the Act, and Derivately Subsection (a)(1), 8/
When Without Notice To Or Negotiations With The Association It "RIFed" 11 Of Its Employees Herein Involved For The Month of July 1980 And Then Rehired Them As of September 1, 1980 For the 1980-81 School Year

The Hearing Examiner finds and concludes that the Respondent violated Subsections (a)(1) and (5) of the Act when without notice to or negotiations with the Association it "RIFed" 11 of its professional staff employees at the Center, effective June 30, 1980, and then rehired them as of September 1, 1980 for the

6/ The Respondent's Board on April 28, 1980 authorized a reduction-in-force (RIF) on a "School-wide" basis, which affected 60 "instructors" throughout the system (Tr. 75). The 11 professional staff members, who are the subject of the instant proceeding, each received a letter from the Superintendent dated April 29, 1980 advising "...that effective June 30, 1980 your employment will be terminated..." due to "budgetary constraints" (CP-1). As a result, the 11 affected employees herein were not employed in July 1980, but each was rehired as of September 1, 1980 for the 1980-81 school year.

7/ No explanation was provided by the Respondent's Superintendent at the hearing as to how or why the 11 employees herein involved were rehired as September 1, 1980, having been terminated as of June 30, 1980 (see footnote 6 supra).

8/ See Galloway Township Board of Education, P.E.R.C. No. 77-3, 2 NJPER 254, 255 (1976)

1980-81 school year, the effect of which was to deprive the said employees of employment and salary for the month of July 1980.

First, this is not a RIF case, which is governed by Maywood Education Association v. Maywood Board of Education, 168 N.J. Super. 45 (App. Div. 1979), pet. certif. den. 81 N.J. 292 (1979). The Court in Maywood agreed with the Commission that the RIF of the teacher involved was not negotiable and that the termination was lawful under the Education Law, the Court noting that the RIF was "for reasons of economy" (168 N.J. Super at 51). However, the Court disagreed with and reversed the Commission with respect to the Commission's holding that the Board had an obligation to negotiate the impact of the RIF, both as to the terminated teacher and as to other employees who were not "RIFed." ^{9/} As to impact, the Court concluded by stating that: "... there is no doubt but that the decision to reduce teacher personnel was based on a managerial prerogative. Therefore, the impact on the remaining teachers is not negotiable..." (168 N.J. Super. at 58).

The instant case is distinguishable from Maywood by its factual setting. The content of CP-1, supra, and the testimony of the Superintendent indicate, when considered together, that there was in the first instance a bona fide RIF of the 11 professional staff employees herein involved since there was no suggestion of reemployment after the termination date of June 30, 1980. However, subsequently the Superintendent in his June 23, 1980 report to the Board (R-3E & F) recommended that the Center program "be continued for the month of July" as it had been in past years and that those instructors "not effected by the RIF procedure" be hired and paid 1/10 of their 1980-81 salary for the month of July. Thereafter, none of the instant 11 employees worked

^{9/} See P.E.R.C. No 78-23, 3 NJPER 377, 379 (1977).

during July but all were rehired as of September 1, 1980 for the 1980-81 school year. Thus viewed, the Hearing Examiner is persuaded that the overall sequence of events indicates that this is not the case of a bona fide RIF of the Maywood type, but rather an arbitrary and capricious course of conduct on the part of the Respondent which denied to the instant 11 employees the opportunity to have worked in July 1980, as they had in past years, which would have been consistent with the Superintendent's June 23, 1980 report to the Board, supra. The Respondent did not offer any evidence that there was no employment opportunity for the instant employees in July 1980, nor that there was no one employed at the Center during July. Had such been established by the Respondent the Hearing Examiner's conclusion herein might have been otherwise.

The Hearing Examiner bases his affirmative finding and conclusion that the Board violated the Act upon New Brunswick Board of Education, P.E.R.C. No. 78-47, 4 NJPER 84 (1978), aff'd App. Div. Docket No. A-2450-77 (1979) and Piscataway Township Board of Education v. Piscataway Township Principals Association, P.E.R.C. No. 77-65, 3 NJPER 169 (1977), aff'd and enf'd 164 N.J. Super. 98 (App. Div. 1978).

In New Brunswick the factual situation was not dissimilar from that of the instant case. There was a long-standing past practice of 10-month employees being employed for an 11th month in the Summer and being paid 1/10 of their salary for the 11th month. When the employer there unilaterally discontinued the practice a charge of a violation of Subsections (a)(1) and (5) was filed. The Commission, in finding a violation stated, in part, as follows:

"...Where, during the term of an agreement, a public employer desires to alter an established practice governing working conditions which is not an implied term of the agreement through a

'maintenance of benefits' or other similar provision, the employer must first negotiate such proposed change with the employees' representative prior to its implementation.

"...it could not unilaterally alter the established salary practice for this eleventh month of employment without first negotiating the issue. This unilateral alteration of an existing term and condition of employment during the term of an agreement constituted an unfair practice complete in itself.

"...under N.J.S.A. 34:13A-5.3 the obligation is on the public employer to negotiate, prior to implementation, a proposed change in an established practice governing working conditions which is not explicitly or impliedly included under the terms of the parties' agreement. Accordingly, the Association was under no obligation to request negotiations subsequent to the Board's unilateral action..." (4 NJPER at 85). (Emphasis supplied).

Piscataway likewise makes clear that "... the matter of length of the work year and its inseparable concomitant--compensation--are terms and conditions of employment within the intent of..." the Act. Consequently, both the length of the work year and compensation should have been the subject of mandatory negotiations with the instant Association as majority representative before having been implemented. (See 164 N.J. Super. at 100, 101). 10/

Thus, the Hearing Examiner having found that the Respondent has violated the Act, an appropriate negotiations and make whole remedy will be recommended.

* * * *

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

10/ To the same effect, see Red Bank Borough Board of Education, P.E.R.C. No. 81-1, 6 NJPER 364, aff'g H.E. No. 80-41, 6 NJPER 253 (1980) and Hackettstown Board of Education, P.E.R.C. No. 80-139, 6 NJPER 263 (1980). The Respondent's reliance upon Caldwell-West Caldwell Board of Education, P.E.R.C. No. 80-64, 5 NJPER 536 (1979) is misplaced. There the teacher was hired anew each summer for four weeks. In the instant case, the professional staff were hired as 11-month employees with the Superintendent recommending that named "instructors" be approved for work in July (see Finding of Fact No. 9, supra).

CONCLUSIONS OF LAW

The Respondent Board violated N.J.S.A. 34:13A-5.4 (a)(5), and derivatively 5.4 (a)(1), when without notice to or negotiations with the Association it "RIFed" 11 of its professional staff employees for the month of July 1980 and then rehired them as of September 1, 1980 for the 1980-81 school year.

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 were "RIFed" effective June 30, 1980 and were then rehired as of September 1, 1980 for the 1980-81 school year.

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

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

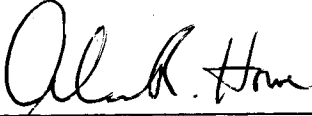
1. Forthwith make the 11 employees of its professional staff, identified by name in footnote 3, supra, whole for the wage loss suffered by not having been employed for the month of July 1980 at the Respondent's Technical Career Center.

2. Post at all places where notices to employees are customarily posted, copies of the attached notice marked as "Appendix A." Copies of such notice, on forms to be provided by the Commission, shall be posted immediately

upon receipt thereof, and, after being signed by the Respondent's authorized representative, shall be maintained by it for a period of at least sixty (60) consecutive days thereafter. Reasonable steps shall be taken by the Respondent Board to insure 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.

DATED: January 20, 1981
Trenton, New Jersey



Alan R. Howe
Hearing Examiner

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 were "RIFed" effective June 30, 1980 and were then rehired as of September 1, 1980 for the 1980-81 school year.

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

WE WILL forthwith make the following 11 employees of our professional staff whole for the wage loss suffered by not having been employed for the month of July 1980 at the Respondent's Technical Career Center: Janice Reisner, Anthony Napolitano, Carol Caprio, Norma Del Sordi, Arnold Talbot, John Galante, Ruth Sydnor, Judith Calderone, Shirley Hunter, Stanley Costley and John Russo.

BOARD OF EDUCATION OF 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 _____, Chairman, Public Employment Relations Commission, P.O. Box 2209, Trenton, New Jersey 08625 Telephone (609) 292-6780