

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

MERCER COUNTY VOCATIONAL-TECHNICAL
SCHOOLS BOARD OF EDUCATION,

Respondent,

-and

Docket No. CO-84-95-100

MERCER COUNTY VOCATIONAL-TECHNICAL
SCHOOLS ADMINISTRATORS ASSOCIATION,

Charging Party.

MERCER COUNTY AREA VOCATIONAL-
TECHNICAL SCHOOLS BOARD OF EDUCATION,

Respondent,

-and

Docket No. CO-84-107-111

MERCER COUNTY VOCATIONAL-TECHNICAL
SECRETARIAL NEGOTIATING UNIT,

Charging Party.

MERCER COUNTY VOCATIONAL-TECHNICAL
SCHOOL DISTRICT BOARD OF EDUCATION,

Respondent,

-and

Docket No. CO-84-108-112

MERCER COUNTY VOCATIONAL-TECHNICAL
COORDINATORS ASSOCIATION,

Charging Party.

MERCER COUNTY VOCATIONAL-TECHNICAL
SCHOOLS BOARD OF EDUCATION,

Respondent,

-and-

Docket No. CO-84-109-113

MERCER COUNTY VOCATIONAL-TECHNICAL
SCHOOLS CUSTODIANS & PAINTER I,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission holds that the Mercer County Vocational Technical Schools Board of Education properly cancelled the third year of various collective negotiations agreements. The Commission specifically affirms a Hearing Examiner's ruling that parol evidence was inadmissible to vary the meaning of the parties' clear contractual provisions allowing either party to cancel the collective negotiations agreement upon 60 days notice. The Commission also holds, however, under all the circumstances, that the Board refused to negotiate in good faith over salaries for the upcoming school year.

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Docket No. CO-84-109-113

MERCER COUNTY VOCATIONAL-TECHNICAL
SCHOOLS CUSTODIANS & PAINTER I,

Charging Party.

Appearances:

For the Mercer County Vocational-Technical Schools Board of Education, Baggitt, Mancino & Carroll, Esqs. (David W. Carroll, of Counsel)

For the Mercer County Vocational-Technical Schools Administrators Association, Wayne J. Oppito, Esquire

For the Mercer County Vocational-Technical Secretarial Negotiating Unit; Mercer County Vocational-Technical Coordinators Association; Mercer County Vocational-Technical Schools Custodians & Painter I, Ruhlman, Butrym & Friedman, Esqs. (Richard A. Friedman, of Counsel)

For the Mercer County Board of School Estimate, Zauber, Szaferman, Lakind, Blumstein & Watter, Esqs. (Barry D. Szaferman, of Counsel)

DECISION AND ORDER

In October 1983, the Mercer County Vocational-Technical Schools Administrators Association, the Mercer County Vocational-Technical Secretarial Negotiating Unit, the Mercer County Vocational-Technical Coordinators Association, and the Mercer County Vocational-Technical Schools Custodians and Painter I ("Charging Parties") each filed an unfair practice charge against the Mercer County Vocational-Technical Schools Board of Education ("Board") with the Public Employment Relations Commission. The Charging Parties each represent a different negotiations unit of Board employees and have each negotiated a separate agreement with the Board. Each charge alleged that the Board violated subsections

5.4(a)(1) and (5)^{1/} of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., when it unilaterally reduced the salaries and other benefits of employees covered by the parties' collective negotiations agreements. More specifically, each charge alleges that the parties entered into collective negotiations agreements covering school years 1982-1983, 1983-1984 and 1984-1985; that on June 21, 1983, the Board unilaterally adopted a resolution terminating these agreements; that on August 16, 1983, the Board resumed honoring the agreements, and that on September 16, 1983 it once again dishonored the agreements and reduced salaries and benefits provided under those agreements. Each charge concludes that the Board violated the Act when it terminated the agreements unilaterally and, in the alternative, that even if the terminations were valid, the Board violated its obligation to maintain the level of salaries and benefits until the parties negotiated changes in terms and conditions of employment.

On March 2, 1984, the Administrator of Unfair Practices consolidated the charges and issued a Complaint and Notice of Hearing.

^{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."

On March 19, 1984, the Board filed its Answer. It admitted entering and terminating the agreements and reducing salaries, but denied reducing other benefits. It asserted the following separate defenses: (1) the contracts authorized termination upon 60 days' notice, (2) following the contracts' terminations, the Board offered to negotiate but the majority representatives refused; (3) the Board terminated the contracts because, in part, the Mercer County Vocational-Technical Board of School Estimate ("Board of School Estimate"), the body responsible for reviewing the Board's budget and levying local taxes, directed that no salary increase greater than 7% be paid during 1983-84; (4) with respect to the 1983-84 salaries, any claim arising out of the first termination on June 21, 1983 was made moot when the Board, on August 16, 1983, paid a 12% increase retroactive to July 1, 1983; and (5) salary schedules allegedly cannot bind a future board beyond two years under N.J.S.A. 18A:29-4.1.

On April 19, 1984, the Board of School Estimate moved to intervene in the consolidated case. It claimed that it had properly exercised its authority to reject the salary appropriations the Board sought and that the Board responded properly to that rejection by voiding its collective negotiations agreements pursuant to each contract's cancellation clause. On April 23, 1984, Hearing Examiner Charles A. Tadduni granted this intervention. On April 27, 1984, the Board of School Estimate filed an Answer adopting the Board's Answer and separate defenses and adding that any Board contract

which it does not sufficiently fund or which is longer than one year is unenforceable.

On April 22, 1984, the Hearing Examiner conducted a pre-hearing conference. The parties then identified a threshold evidentiary issue which they desired the Hearing Examiner to resolve before the hearing: could the Charging Parties present parol evidence concerning the meaning of the provision in each collective negotiations agreements authorizing the Board to cancel the agreement on 60 days' notice?^{2/} The parties then briefed this parol evidence issue.

On July 17, 1984, the Hearing Examiner denied the motion to admit parol evidence. H.E. No. 85-5, 10 NJPER 476 (Para 15213 1984). He found that the contracts' cancellation clauses were unambiguous and permitted termination of the agreements upon 60 days' notice.

The Charging Parties then sought special permission to appeal this evidentiary ruling. The Chairman, acting pursuant to authority delegated to him by the full Commission, denied the request, but noted that any exception to that ruling could be raised in exceptions to a Hearing Examiner's report and recommended decision.

On July 17, 1984, the Hearing Examiner conducted a hearing. The parties entered stipulations, submitted joint

^{2/} This provision states: "This Agreement can be terminated by either party by giving sixty (60) days written notice of intent to terminate."

exhibits^{3/} and argued orally.

On October 17, 1984, the parties filed a supplemental stipulation of facts. That stipulation stated that the Board had paid employees a lump sum settlement equivalent to a 12% increase for the 1983-1984 school year over the 1982-83 salaries, and that this payment made the allegations relating to salaries for the 1983-1984 school year moot.

By October 23, 1984, the parties filed post-hearing briefs. The parties then decided to waive a Hearing Examiner's decision and to submit the matter directly to the Commission. On November 15, 1984, the Hearing Examiner transferred the case to the Commission.

We have reviewed the record. These are the facts.

The Board is a public employer. The Charging Parties are recognized majority representatives of different units of Board employees.^{4/}

On or about June 25, 1982, the Board entered collective negotiations agreements with each majority representative. These

^{3/} One document, a letter (J-7) dated June 25, 1982 from the Mercer County Executive to the Board's president, was admitted for the limited purpose of demonstrating the case's procedural history and not to establish the facts or legal opinions it contained.

^{4/} While one of the charging parties is denominated as the Mercer County Vocational-Technical Schools Custodian & Painter I, the Painter is in fact a separate unit with a separate agreement and only one member. The parties dispute the legality of this negotiations unit.

agreements covered school years 1982-1983, 1983-1984, and 1984-1985. Each agreement called for salary increases of 11% for 1982-1983, 12% for 1983-1984, and 13% for 1984-1985. The duration clause in each agreement provided:

A three year contract has been negotiated by the Board, (namely for School Year 1982-1983, 1983-1984, 1984-1985) and agreed to by all parties but it is understood that an individual Agreement with an employee cannot exceed a given school year in duration. The school year is from July 1, to June 30th.

Increases of salary detailed in this Agreement shall be applicable to all employees hired prior to March 1, of the given school year. If employment takes place after said date, those employees shall not receive a salary adjustment.

This contract can be terminated by either party by giving sixty (60) days written notice of intent to terminate.

This clause was placed at the end of each agreement, immediately above the signatures of each party's representatives.

The agreements' salary provisions were honored during the 1982-1983 school year.

On April 11, 1983, the Mercer County Vocational Board of School Estimate met to consider the district's appropriations for the 1983-1984 school year pursuant to N.J.S.A. 18A:54-29.1.^{5/}

This body passed, 3-2, the following resolution:

^{5/} The facts concerning the 1983-1984 school year are set forth for background. All charges relating to salaries during this school year are now moot pursuant to the supplemental stipulation of facts.

The Vocational Budget be reduced within salary category by line item, by program, that is reflected in the amount of \$1,150,950 to \$1,099,572, representing a \$51,382 reduction overall, which meets the goal to level the proposed 12% of salary increase to 7% for all employees, except teachers; furthermore, said reduction cannot be supplemented by any other means or funding by the Board of Education.

The Board of School Estimate simultaneously passed a resolution setting the County tax levy for vocational school purposes at \$2,603,063.00, an amount consistent with the resolved salary reduction.

On April 28, 1983, the Board held a special meeting. It considered three options -- (1) disregarding the \$51,382 cut made by the School Board of Estimate, (2) appealing that cut to the Commissioner of Education, and (3) accepting the cut -- and voted, 3-1 with one abstension, for the third option.

On June 21, 1983, the Board resolved, 3-1 with one abstension, to terminate the agreements with all charging parties and voted further to fund a 7% increase for 1983-1984. The resolution also included a provision that an offer of new negotiations be made.

On June 24, 1983, the Superintendent notified all majority representatives and affected employees of the Board's June 21 action and of the 7% (instead of 12%) increase in salaries for 1983-1984. These notices also stated:

Take further notice that the Board is prepared to immediately commence negotiations for a new agreement covering the terms and conditions of employment of the membership of your unit.

Kindly advise this office of the time and place you wish to commence negotiations.

In the absence of some settlement being reached through negotiations, please be advised that, as of July 1, 1983:

(1) All members of the unit will receive a 7% increase over their 1982-83 salary;

(2) All fringe benefits and other terms and conditions will remain unchanged from the provisions in effect during the 1982-83 school year.

These provisions are subject to any modification effected through negotiations.

None of the majority representatives accepted this offer to negotiate.

On August 16, 1983, the Board held a meeting. Three of five Board members attended. The Board voted, 2-1, to appropriate money from surplus to fund a 12% salary increase over 1982-1983 salary levels.

All unit members were paid at this 12% salary rate, retroactive to July 1, 1983, and continued to receive this salary rate until September 16, 1983.

On September 15, 1983, the Board held a meeting. All five Board members attended. The Board voted, 3-0 with two abstentions, to reinstate the 7% increase for 1983-1984 and to reduce accordingly, effective with the next pay check, the salaries of unit members. The reduced salary rate remained constant throughout 1983-1984.

On March 26, 1984, the Board of School Estimate adopted a resolution in accordance with N.J.S.A. 18A:54-29 and determined the

amount necessary to operate the school district to be \$2,773,902.00. This amount was based on reducing the 1984-1985 salary increase for unit members from 13% to 7%.

On April 24, 1984, the Board took action to implement 7% salary increases for unit members during the 1984-1985 school year.

On April 26, 1984, the superintendent notified the majority representatives and affected employees of the Board's April 24 action and of the 7% (instead of 13%) increase in salaries for 1984-1985. The letter sent to the majority representatives stated:

As you know, it is the position of the Board of Education that there is at present no valid collective bargaining agreement with your unit. It is further the position of the Board that it is ready, willing and able to commence good faith negotiations to establish a new agreement for 1983-84 and 1984-85. Such a new agreement would fill the void which was created when the board exercised its right to terminate the prior agreement on June 21, 1983.

The Board is now faced with the need to set salaries for the 1984-85 school year. Please take notice that the Board continues to be willing to negotiate such salaries. In the absence of some settlement being reached through negotiations, however, please be advised that, as of July 1, 1984, all members of the unit will receive a 7% increase over their current 1983-84 salary (which in turn reflected a 7% increase over 1982-84 salaries).

Should you wish to exercise your right to negotiate some alternative agreement, kindly advise this office.

None of the majority representatives accepted this offer to negotiate.

The letter sent to affected employees stated:

Please be advised that you have been approved for reemployment for the 1984-85 school year by the Board of Education of the Vocational Schools in the County of Mercer at the regularly scheduled meeting held Tuesday, April 24, 1984.

Your reemployment is in the capacity of _____ for a twelve (12) month period commencing July 1, 1984 through June 30, 1985, at an annual salary of \$_____ which is an increase of 7% over your 1983-84 salary.

The Board has notified your collective negotiations representative of its action and has included in its communication to your bargaining unit a standing offer to commence negotiations over a new agreement. The salary set forth above is, of course, subject to change based on negotiations and/or the outcome of pending litigation.

Kindly complete the attached "Return Notice" and submit to the Superintendent's office no later than May 11, 1984 so that we can plan staffing for next year.

We also note, as part of the background of this litigation, that the Commissioner of Education has considered the legality of the actions of the Board and the Board of School Estimate under the education laws. Orlando v. Board of School Estimate of the Vocational-Technical Schools, Mercer County, Comm. of Ed. No. 284-84 (9/6/84). He concluded that the Board violated N.J.S.A. 18A:29-4.1 when it failed to honor fully the second year of the collective negotiations agreement; he therefore ordered the Board to restore the salary reductions for the 1983-1984 school year. He also concluded that the salary schedules for the 1984-1985 school year were void because, he believed, N.J.S.A.-18A:29-4.1 did not authorize contracts longer than two years.

The dispute in this case now centers on the third year of the parties' collective negotiations agreements and, in particular, on the Board's decision to reduce salary increases for that year from 13% to 7%. There has never been a dispute concerning the first year of the contract and there is no longer a dispute concerning the second year; all employees have been paid the negotiated increases for those years. Following are the parties' positions with respect to the Board's reduction of negotiated salary increases for the third year.

The Charging Parties assert that the salary increases for the third year of the collective negotiations agreement are binding; that the contractual termination clauses did not authorize cancellation of this obligation; that even if it had authority to cancel the third year of the contract, the Board acted illegally when it reduced employee salaries before negotiating to impasse; that the Board was not obligated to accept the line item veto of salary appropriations which the Board of School Estimate exercised, and that the painter's negotiations unit was appropriate.

The Board asserts that the salary increases for the third year of the agreement were void because it lacks authority to enter contracts longer than two years; that it properly exercised its right to cancel the contract upon 60 days' notice; that it offered to negotiate new salaries for the 1984-85 school year, but the Charging Parties waived this opportunity to negotiate; and that a single employee negotiations unit is per se inappropriate.

The Board of School Estimate asserts that it properly exercised a line item veto of the negotiated salary increases and that the Board was compelled to accept its determination of the appropriate amount for salaries.

Based on our review of the record and consideration of the parties' arguments, we hold that the Board properly exercised its contractual right to cancel the third year of the contract upon 60 days' notice, but that it did not negotiate in good faith prior to deciding upon a 7% salary increase for the third year. Accordingly, we will order the board to cease and desist from refusing to negotiate in good faith over salaries for school year 1984-1985.^{6/}

^{6/} Given our holding, it is not necessary to consider whether school boards have authority to enter three year collective negotiations agreements. We note in general that under the education laws school boards have broad discretion to make rules governing employment and salaries, N.J.S.A. 18A:16-1 and N.J.S.A. 18A:54-20(d) and (f), and that under the New Jersey Employer-Employee Relations Act, the discretion of boards with respect to terms and conditions of employment may be exercised through collective negotiations agreements, even if no education statute specifically authorizes a certain term and condition of employment. State v. State Supervisory Employees Assn., 78 N.J. 54 (1978); Maywood Ed. Ass'n v. Maywood Bd. of Ed., 131 N.J. Super. 551 (Ch. Div. 1975); Camden v. Dicks, 135 N.J. Super. 559 (L. Div. 1975). The duration of a collective negotiations agreement has long been held to be a fundamental term and condition of employment, City of Atlantic City, P.E.R.C. No. 82-81, 8 NJPER 137 (Para. 13059 1982); City of Union City, P.E.R.C. No. 82-8, 7 NJPER 500 (Para 2222 1981), and accordingly it has been generally held that school boards have power to enter multi-year agreements. Rapp, Education Law, Sec. 402[3][c] (Matthew Bender & Co., 1984); Libertyville Educ Assn v. Bd. of Ed of School Dist No. 70, Lake County, 56 Ill. App. 3d 503, 371 N.E. 2d 676 (1979); North Royalton Ed. (Footnote continued on next page)

The threshold issue before us is whether the Hearing Examiner properly excluded parol evidence concerning the parties' termination clauses. For the reasons stated in his opinion, we believe he did.

The next issue is whether the termination clause was legal. The Commissioner of Education ruled that N.J.S.A. 18A:29-4.1

(Footnote continued from previous page)

Assn v. North Royalton Bd. of Ed., 41 Ohio App. 2d 209, 325 N.E. 2d 901 (1979); Bd. of Ed. of Brookhaven -Consewogue Union Free School Dist. v. Port Jefferson Station Teachers Assn, 387 N.Y.S. 2d 515 (S. Ct. 1976); Boston Teachers Union Local 66 v. School Committee of Boston, 386 Mass. 147, 434 N.E. 2d 1258 (1982). Based on our experience of 17 years in the administration of employer-employee relationships, we add that three year agreements have been common and that they well serve the central goal of the New Jersey Employer-Employee Relations Act -- stability. Therefore, it would appear to us, reading the education statutes and the New Jersey Employer-Employee Relations Act in para materia and keeping in mind the policies behind our Act, that school boards have general authority to enter multi-year contracts. See Plumbers and Steamfitters Local No. 270, Carpenters Local No. 65 v. Woodbridge Bd. of Ed., 159 N.J. Super. 83 (App. Div. 1978) (Court upholds multi-year job security clauses). It also would appear to us that N.J.S.A. 18A:29-4.1 does not "expressly, specifically and comprehensively" divest the Board of this power with respect to contracts longer than two years. See Bethlehem Tp. Ed. Assn v. Bethlehem Tp Bd. of Ed., 91 N.J. 38 (1982); State v. State Supervisory Employees Assn, supra. That statute, enacted in 1965, was intended to guarantee teaching staff members that their promised salaries would be fully funded by school boards and other funding authorities for a two year period, Carteret Bd. of Ed., I.R. No. 85-21, 10 NJPER 492 (Par. 15233 1984). That statutory guarantee does not appear to preclude teachers from securing an additional contractual guarantee of school board funding through collective negotiations, Newark Teachers Assn v. Bd. of Ed. of Newark, 57 N.J. 100 (1970). Again, we do not decide this issue today; instead, we note these views to provide a basis for a more detailed consideration of this issue should it arise again.

preempted the termination clause insofar as it would have permitted rescission of the negotiated salary schedules during the first two years of the agreement upon 60 days' notice. We accept that ruling. N.J.S.A. 18A:29-4.1, however, poses no bar to terminating a contract upon the contractually specified notice once the two years of statutorily guaranteed salary schedules have elapsed.

The next issue is whether the Board properly invoked its rights under the termination clause. We believe it did since it gave more than 60 days' notice before it terminated the third year of the contract effective July 1, 1984.

Once the Board properly exercised its contractually reserved right to terminate the third year of the contract, it became necessary for the parties to negotiate a successor contract agreement commencing with the 1984-1985 school year.

Galloway Twp. Bd. of Ed. v. Galloway Tp. Ed. Assn., 78 N.J. 25 (1978). The Board made an offer to negotiate which the Charging Parties declined. Ordinarily, a failure to accept such an offer for successor contract negotiations would bar an unfair practice charge. State of New Jersey, P.E.R.C. No. 77-40, 3 NJPER 78 (1977), aff'd App. Div. Docket No. A-2681-76 (6/12/78); Morris, The Developing Labor Law, pp 647-648 (2d Ed. 1983). Under all the circumstances of this case, however, we do not believe the Board's offer was made in sufficient good faith to discharge its negotiations obligations. In particular, given the Board's last minute cut in budgeted salary increases to 7% from the 1983-1984

school year at the insistence of the Board of School Estimate; the March 26, 1984 resolution of the Board of School Estimate cutting the 1984-1985 salary increases to 7%; the Board's April 26, 1984 announcement simultaneous with the contracts' termination that the salary increase for the 1984-1985 school year would be 7% absent negotiations; its communication of this announcement to all unit members as well as the Charging Parties; and especially the Board's immediate action on April 24, 1984 implementing the 7% salary increases for the 1984-1985 school year, it appears to us that the Charging Parties were justified in believing that the Board had decided to reject any proposed increase higher than 7% during negotiations.^{7/} Accordingly, we hold that the Board violated subsections 5.4(a)(5) and, derivatively, (a)(1) by refusing to negotiate in good faith over salaries for school year 1984-1985.^{8/}

We now turn to the proper remedy. Given the legal termination of the third year of the contract, the Charging Parties

^{7/} We express no opinion on the respective legal rights and responsibilities of local boards and boards of school estimate concerning budgetary decisions.

^{8/} However, we find no violation with respect to the Painter I unit. Allowing units of single employees is contrary to the legislative intent behind the Act. Hoboken Bd. of Ed., P.E.R.C. No. 80-36, 5 NJPER 410 (Par. 10213 1979). We further note that there is no evidence that there has been or will be more painters for inclusion in such a unit; this does not appear to be a temporary reduction in unit complement which might justify a continued negotiations obligation until the full employee complement was regained.

have no claim to receive the 13% salary increases which had been scheduled prior to termination. Indeed, it appears that the Board has been paying unit members salaries 7% higher than the status quo at the end of the second year.^{9/} Under these circumstances, we will limit our remedial order to a cease and desist order and a posting.

ORDER

The Public Employment Relations Commission orders the Mercer County Vocational-Technical Schools Board of Education to:

I. Cease and Desist from:

a) interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by the New Jersey Employer-Employee Relations Act, in particular their right to have their majority representative negotiate over their salaries for the 1984-1985 school year;

b) refusing to negotiate in good faith with the Mercer County Area Vocational-Technical School Administrators Association, the Mercer County Vocational-Technical Secretarial Negotiating Unit; the Mercer County Vocational-Technical Coordinators Association and the Mercer County Vocational-Technical Schools Custodians concerning the salaries of employees in the units they represent for the 1984-1985 school years.

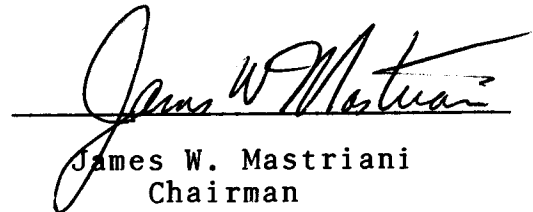
^{9/} We will not consider this fact further because the propriety of these payments has not been questioned.

II. Take the following affirmative action:

a) Post in 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 at least sixty (60) consecutive days. Reasonable steps shall be taken by the Respondent to insure that such notices are not altered, defaced or covered by other materials.

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

BY ORDER OF THE COMMISSION


James W. Mastriani
Chairman

Chairman Mastriani, Commissioners Butch, Suskin and Wenzler voted in favor of this decision. None opposed. Commissioners Hipp and Newbaker abstained. Commissioner Graves was not present.

DATED: Trenton, New Jersey
February 25, 1985
ISSUED: February 26, 1985

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 New Jersey Employer-Employee Relations Act, in particular their right to have their majority representative negotiate over their salaries for the 1984-1985 school year.

WE WILL NOT refuse to negotiate in good faith with the Mercer County Area Vocational-Technical School Administrators Association, the Mercer County Vocational-Technical Secretarial Negotiating Unit, the Mercer County Vocational-Technical Coordinators Association and the Mercer County Vocational-Technical Schools Custodians concerning the salaries of employees in the units they represent for the 1984-1985 school years.

Mercer County Vocational-Technical Schools
Board of Education
(Public Employer)

Dated _____

By _____
(Title)

This Notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

If employees have any question concerning this Notice or compliance with its provisions, they may communicate directly with the Public Employment Relations Commission, 495 West State, Trenton, New Jersey 08618 Telephone (609) 292-9830.