P.E.R.C. NO. 82-119

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

RANDOLPH TOWNSHIP BOARD
OF EDUCATION,

Respondent,

-and-

Docket No. CO-81-65-159

RANDOLPH EDUCATION ASSOCIATION,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission holds that the Randolph Township Board of Education did not violate the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., when, in the course of making a promotion from custodian to groundsman, it placed an employee on the fourth rather than the ninth step of a salary guide. An Association representative with apparent authority agreed to this placement. The Board, however, violated subsection 5.4(a)(4) of the Act when it demoted the employee back to his original position solely because the Association filed the instant charge.

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RANDOLPH TOWNSHIP BOARD
OF EDUCATION,

Respondent,

-and- Docket No. CO-81-65-159

RANDOLPH EDUCATION ASSOCIATION,

Charging Party.

Appearances:
For the Respondent, Schenck, Price, Smith & King, Esqs.
(Robert M. Tosti, of Counsel)

For the Charging Party, Schneider, Cohen, Solomon & DiMarzio, Esqs.
(Bruce D. Leder, of Counsel)

DECISION AND ORDER

On September 17, 1980, the Randolph Education Association ("Association") filed an unfair practice charge against the Randolph Township Board of Education ("Board") with the Public Employment Relations Commission. The Association alleged that the Board violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. ("Act"), specifically subsections 5.4(a)(1),(3),(4)[1/] and (5),[2/] when, after promoting Albert Booth

1/ The charge was amended on December 4, 1980 to allege a violation of subsection 5.4(a)(4).

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; (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 the rights guaranteed to them by this Act; (4) Discharging or otherwise discriminating against any employee because he has signed or filed an affidavit, petition or complaint or given any information or testimony under 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."

from custodian to maintenance groundsman, it placed him on the fourth rather than the ninth step of the salary guide and then, after the Association filed the instant charge protesting that placement, demoted him to his former position.

On May 8, 1981, the Director of Unfair Practices issued a Complaint and Notice of Hearing. On May 22, 1981, the Board filed an Answer in which it denied committing any unfair practices. The Board averred that it and the Association had agreed to place Booth on the fourth step, that the Association had agreed that it would not file any charges protesting that placement, and that the Board properly reassigned Booth to his former position when the Association reneged on the agreement by filing the instant charge.

On October 28 and 29, 1981, Commission Hearing Examiner Alan R. Howe conducted a hearing and allowed the parties to examine witnesses, present evidence, and argue orally. The parties filed post-hearing briefs.

On February 2, 1982, the Hearing Examiner issued his Report and Recommended Order, H.E. No. 82-29, 8 NJPER ___ (¶_____ 1982) (copy attached). The Hearing Examiner found that the Board did not violate subsections 5.4(a)(1) and (5) of the Act when it placed Booth on the fourth rather than the ninth step of the salary guide for maintenance-groundsmen. He also recommended dismissal of the subsection 5.4(a)(3) allegation since there was no evidence to support this charge. However, he found that the

Board violated subsections 5.4(a)(1) and (a)(4) when the Board reassigned Booth to his former position after the Association filed the instant unfair practice charge.

On February 23, 1982, the Board filed Exceptions. The Board contends that the Hearing Examiner erred in finding a violation of subsection 5.4(a)(4), despite the Association's agreement not to file a charge. If a violation is found, the Board contends that the remedy should not include a back pay award since it acted in good faith and the Association and Booth reneged on their agreement.[3/]

On March 9, 1982, the Association filed Cross-Exceptions. It contends that the Hearing Examiner erred in not finding a violation of subsection 5.4(a)(5), despite a past practice which would have placed Booth at the ninth step of the salary guide and despite the lack of apparent or actual authority of the person who signed the agreement on behalf of the Association. The Board filed a reply to the Cross-Exceptions.

We have carefully reviewed the record. For the reasons stated below, we adopt the Hearing Examiner's recommendations.[4/]

The Board employed Albert Booth as a custodian since November 9, 1972. On June 4, 1980, the Board posted a job vacancy for the position of groundsman in the Maintenance Department; the next day Booth applied for the position. On or about June 15,

3/ The Board also requested oral argument. Because this matter has been fully briefed, we deny this request.

4/ The Association did not file Exceptions to the Hearing Examiner's dismissal of the aspect of the unfair practice charge alleging a violation of subsection 5.4(a)(3). After a review of the record, we find no evidence to support the 5.4(a)(3) violation, and, therefore, dismiss this allegation of the charge.

1980, John Morse, the Board's Business Administrator, met with Booth and Arch Hughson, the head of Maintenance. Both Morse and Hughson expressed their pleasure that Booth had applied for the job because they knew Booth was an excellent worker and would be an asset in the new position.

The question of salary was discussed. As a custodian, Booth was on Step 8 of the custodians' salary guide and earned $10,649 annually. Booth stated that he wanted to move laterally to Step 9 on the maintenance salary guide and thus earn $15,126 annually.[5/] Booth explained that he was aware of one other person who had moved laterally on the salary guide from custodian to maintenance - David Pfau. In response, Morse explained that budgetary considerations restricted the salary that could be paid. Booth would have to start at step 4 of the maintenance salary guide at an annual salary of $12,791. With respect to Pfau, Morse indicated, first, that Pfau had 5 years experience doing a groundsman's work and, second, that the Board would not hire someone with no experience as a groundsman who would be making more than the foreman - Pfau - who had 5 years experience. At the conclusion of this meeting, Morse agreed to prepare an agreement which would reflect a salary increase for Booth. Morse suggested that at the next meeting Booth bring an Association representative.

5/ According to the collective negotiations agreement, employees would move up 1 step on July 1, 1980 in order to receive their yearly increment. Accordingly, if Booth had remained a custodian, he would have moved to Step 9 on the custodian's salary guide. This accounts for his desire to move to the ninth step of the maintenance salary guide as of July 1, 1980.

The next meeting took place on June 27, 1980. Before this meeting, Booth spoke to John Davis, the Association's UniServ Representative, who told Booth it was up to him to sign or not sign. At Booth's request, Euthalia M. Karlos, the Association's Acting Chairman, came to the meeting. Morse presented Booth and Karlos with an agreement which provided for Booth's promotion under the following conditions: first, that Booth would transfer from Step 8 of the custodian's salary guide to Step 4 of the maintenance salary guide effective July 1, 1980; second, that this action would not be grievable at any time in the future; and third, other benefits which Booth had accrued as custodian would continue upon his promotion. Booth understood that he would receive the promotion only if he signed the agreement. Since Booth wanted the position, he signed the agreement, as did Morse. However, Karlos refused to sign the document because she did not feel she had the authority to do so.

On July 1, 1980, Booth assumed the duties of groundsman. He was paid at the salary fixed by the June 27, 1980 agreement.

On July 7, 1980, Morse contacted Association President Joyce Elias and asked her to sign the agreement. However, due to dental surgery she would be undergoing, Elias could not sign. She indicated she would authorize Karlos to sign the agreement. Elias also testified that after speaking to Morse, she called Davis about this matter. Davis told her that the Board might accept Karlos' signature and that he - Davis - would call Karlos. Davis also told Elias that she -Elias - could not sign since she could

not waive any rights of the Association. The following day, July 8, 1980, Karlos signed the agreement.

On September 17, 1980, the Association filed the instant unfair practice charge through which the Association seeks to have Booth placed on the ninth step of the salary guide for maintenance at an annual salary of $15,626. On October 22, 1980, Mathew Warner, Superintendent of Schools, sent a letter to Booth advising him that when the Board entered into the June 27, 1980 agreement, it was not aware that it would be cited for committing an unfair practice.[6/] The Superintendent stated that since the Association considered the agreement invalid, he would recommend that the Board cancel the agreement at its next meeting. The Superintendent then advised Booth that he was to be reassigned to his former position as custodian, effective October 27, 1980, at his prior salary.

The Commission agrees with the Hearing Examiner's conclusion that the Board did not violate subsections (a)(1) and (5) of the Act when it placed Booth on the fourth step of the maintenance salary guide. We agree with the Hearing Examiner that Karlos had apparent authority to bind the Association and that, in any event, the Association did not prove a deviation from past practice.

6/ The relevant portion of the June 27 agreement states that this agreement was taken with "full knowledge by all parties and will not be grievable at any time in the future." (emphasis added). Arguably, the agreement refers only to grievances and not unfair practice charges. However, the Commission will not construe the agreement so narrowly. Accordingly, the Commission reads the term "grievable" to include unfair practice charges.

The Hearing Examiner correctly applied the standard enunciated in In re East Brunswick Board of Education, P.E.R.C. No. 77-6, 2 NJPER 279 (1976), for determining the existence of apparent authority:

> The test which has been applied by the courts in determining whether apparent authority existed as to a third party who had transacted business with an agent, is whether the principal has, by his voluntary act, placed the agent in such a situation that a person of ordinary prudence, conversant with business usages and the nature of the particular business involved, is justified in presuming that such agent has the authority to perform the particular act in question.
>
> While all authority must derive from the principal, apparent authority may derive from a principal's adoption of or acquiescence in similar acts done on other occasions by an agent. Acquiescence by a principal in an extension of the authority he gave an agent may be sufficient to create an appearance of authority beyond that actually given said agent....

Id., 2 NJPER at 281. See also, In re Borough of Wood-Ridge, P.E.R.C. No. 81-105, 7 NJPER 149 (¶12066 1981).

In East Brunswick, the Commission held that the Board of Education had violated N.J.S.A. 34:13A-5.4(a)(6) when it failed to sign and implement a collective negotiations agreement that had been agreed upon and reduced to writing by duly authorized representatives of the Board and the Union. The Commission noted that no express qualifying conditions were placed on the Board's negotiating team.

Applying the East Brunswick standard to the instant case, we hold that the Board was entitled to rely on the apparent authority of Euthalia Karlos when, as "R.E.A. Representative," she signed the June 27, 1980 agreement. As discussed above,

Karlos refused to sign the agreement on June 27, 1980, because she felt she did not have the authority to do so. Nevertheless, Karlos did sign on July 8, 1980. Morse testified that Joy Elias, the president of the Association, told him that she would authorize Karlos to sign the agreement. Moreover, Elias testified that on July 7, 1980, she spoke with John Davis, the Association's UniServ Representative, and they agreed that Karlos should sign the agreement. Elias further testified that Davis said he would contact Karlos. Until the unfair practice charge was filed on September 17, 1980, Elias and the Association took no steps to rescind the June 27, 1980 agreement. Under all these circumstances, we believe Karlos had apparent, if not actual, authority to bind the Association to the agreement.[7/]

Even if Karlos had not had apparent authority, we would still find that the Association had not proved a deviation from past practice. The Association points to three instances in the past ten years where an employee moved laterally across the salary guides upon promotion. The first example was David Pfau, who moved laterally from Step 4 of the custodian's salary guide to Step 4 of the maintenance salary guide. The Board explained

7/ The Association argues that Morse could not reasonably believe that Karlos had authority since he knew, through prior dealings with the Association, that only the Representative Council could bind the Association. We disagree. The Association's Constitution and By-Laws do not confer exclusive authority on the Representative Council, and we are not satisfied that the Board's past dealings with the Association had made it clear that Association officers, such as the president and grievance chairperson, could not authorize an agreement over an individual employee's salary.

that this was due to the fact that Pfau had been actually doing the work of a groundsman for 5 years before his transfer. The other two examples concerned two lateral transfers in the secretary category. One took place sometime within the last ten years; the other in 1978. No testimony was offered comparing the skills and duties required for the different secretarial positions and no testimony concerning the change, if any, in pay received. Indeed, the witness who testified to the two transfers admitted that comparing these transfers with Booth's change equalled comparing apples to oranges. Under these imprecise circumstances, we are not persuaded that a binding past practice existed. Cf. Barrington Board of Education, P.E.R.C. No. 81-122, 7 NJPER 240 (¶12108 1978) aff'd on Motion for Reconsideration, 7 NJPER 336 (¶12150 1981) (circumstances surrounding the planning, recruitment, annual budgeting and content of practice over 15 years are of longstanding duration, and have been routinely consistent).

The Hearing Examiner also found that the Board violated subsections (a)(1) and (4) of the Act when the Board's superintendent, after the filing of the instant charge, reassigned Booth to his former position at his prior salary. The Commission has never decided a case involving an alleged violation of subsection (a)(4). In accordance with the New Jersey Supreme Court's suggestion, it is appropriate to refer to experience under the federal Labor-Management Relations Act (LMRA), 29 U.S.C. §141 et seq. for guidance. Lullo v. Int'l Ass'n of Firefighters, 55 N.J.

409, 424 (1970); Galloway Twp. Bd. of Ed. v. Galloway Twp. Ass'n of Educational Secretaries, 78 N.J. 1, 9 (1978).

Section 8(a)(4) of the LMRA is substantially similar to 34:13A-5.4(a)(4).[8/] This section has been interpreted broadly throughout the history of the LMRA to insure free and uncoerced access to the processes of the National Labor Relations Board (NLRB). Thus, in Nash v. Florida Industrial Comm., 389 U.S. 235, 66 LRRM 2625, 2626 (1967), the Court stated:

> Implementation of the Act is dependent upon the initiative of individual persons who must, as petitioner has done here, invoke its sanctions through filing an unfair labor practice charge. Congress has made it clear that it wishes all persons with information about such practices to be completely free from coercion against reporting them to the Board. This is shown by its adoption of §8(a)(4) which makes it an unfair labor practice for an employer to discriminate against an employee because he has filed charges.
> (footnotes and citations omitted).

See also NLRB v. Scrivener, 405 U.S. 117, 79 LRRM 2587 (1972).

8/ Section 8(a)(4) makes it an unfair labor practice for an employer:

> (4) to discharge or otherwise discriminate against an employee because he has filed charges or given testimony under this subchapter; 29 U.S.C.A. §8(a)(4).

As the Hearing Examiner corectly observed, the fact that Booth did not sign the unfair practice charge did not deprive him of the protection of subsection (a)(4). He is the sole subject of the charge and is entitled to the statute's protection. See, A.R. Blase Co., 143 NLRB 197, 53 LRRM 1379 (1963), enf't den. on other grounds, 57 LRRM 2511 (9th Cir. 1964).

In order to give content to the important policy considerations underlying §8(a)(4), the NLRB has consistently held that discharges which are motivated in part by the filing of an unfair labor practice charge will violate the LMRA. E.g., Local 933, UAW, 193 NLRB 223, 78 LRRM 1663 (1971); Lenox Hill Hospital, 225 NLRB 1237, 93 LRRM 1426 (1976). Moreover, the NLRB will find a violation even though the charge has no merit or the employee testified falsely. Hi-Craft Clothing Co., 251 NLRB 1310, 105 LRRM 1356 (1980), enf't denied on other grounds 108 LRRM 2657 (3rd Cir. 1981); Big Three Industrial Gas & Equipment Co., 212 NLRB 800, 87 LRRM 1543 (1974), enf'd 405 F.2d 1140, 93 LRRM 2842 (5th Cir. 1975); Acme Paper Box Co., 201 NLRB 240, 82 LRRM 1333 (1973). Furthermore, the existence of an agreement between the parties barring the filing of unfair labor practice charges cannot restrict the jurisdiction of the NLRB. Vogue Lingerie, Inc., 123 NLRB 1009, 44 LRRM 1052 (1959) ("Vogue Lingerie"). "The [NLRB] may process any case involving an unfair labor practice when in its discretion it is necessary to protect the public rights as defined in the [LMRA]...." (footnote omitted) Id., 123 NLRB at 1010.9/

9/ §10(a) of the NLRA provides in part:

> The Board is empowered, as hereinafter provided, to prevent any person from engaging in any unfair labor practice (listed in section 158 of this title) affecting commerce. This power shall not be affected by any other means of adjustment or prevention that has been or may be established by agreement, law or otherwise... 29 U.S.C.A. §160(a).

The New Jersey Employer-Employee Relations Act contains similar language. N.J.S.A. 34:13A-5.4(c) provides in part:

(continued)

The facts and holding of Vogue Lingerie are particularly instructive. There, the employer discharged a supervisor. Two weeks later, the Union filed an unfair labor practice charge on her behalf, alleging that she was terminated for engaging in union activities. The next day, a Union organizer met with the plant manager to discuss the discharge. The plant manager did not know the Union had already filed a charge. The organizer threatened to file a charge if the employee were not reinstated; the plant manager agreed to reinstate her to a nonsupervisory position. Hours later, upon learning a charge had already been filed, the plant manager discharged the employee from her new position. The Board held that the employer did not violate the LMRA the first time it discharged the employee because supervisors are not protected by that Act. The employer, however, violated subsection 8(a)(1) of that Act when it discharged the employee from a nonsupervisory position solely because a charge had been filed on her behalf.10/ The Board recognized that the Union may have breached its agreement with the plant manager not to file a charge, but held that the agreement did not foreclose its adjudication of the case.

The Hearing Examiner concluded that the Board demoted Booth to his former position because the unfair practice charge was filed. We agree: the connection between filing and demotion

9/ (Continued)

> The commission shall have exclusive power as hereinafter provided to prevent anyone from engaging in any unfair practice listed in subsections a. and b....

10/ The charge had not alleged a violation of subsection 8(a)(4), but the Board found its protections implicit in 8(a)(1).

is unmistakable.[11/]

We now consider whether the Board's decision to demote Booth because of the charge violated subsection (a)(4). It is undisputed that the Board promoted Booth on the basis of merit.[12/] Morse testified that Booth was an excellent employee who would be an asset to the Maintenance Department. Thus, the central aspect of the June 27, 1980 agreement was Booth's salary. When the Association filed the unfair practice charge, the Board could

11/ In its exceptions, the Board argues that a violation of 5.4(a)(4) may only be the result of improper employer motivation, citing Gould, Inc. v. NLRB, 612 F.2d 728, 103 LRRM 2207 (3rd Cir. 1980), cert. den. sub nom Moran v. Gould Corp., 449 U.S. 890, 107 LRRM 2204 (1980). In Gould, the employer raised substantial business justifications for its discharge of an employee who had participated in an illegal strike. In a letter to the union's president, the employer also complained of the charges, filed by this employee with several federal agencies including the NLRB. In the letter, the employer conceded that the employee was within his rights. In order to sustain a violation of §8(a)(4) where the employer asserts concurrent reasons for the discharge, the Court held it must find the asserted permissible reasons to be pretextual. However, the instant case involves factual circumstances distinguishable from Gould. There are no concurrent reasons for Booth's discharge. The Board conceded that Booth was reassigned to his former position because the instant charge was filed. Thus, the Gould court's analysis is inapposite to the instant case.

12/ It is well settled that a public employer may not negotiate with a union with respect to the criteria governing promotions since promotions are an inherent managerial prerogative. E.g., Department of Law and Public Safety v. State Troopers NCO Ass'n, 179 N.J. Super. 80 (App. Div. 1981).

have raised the agreement as a defense. Additionally, the Board could have filed a counter-charge alleging that the Association did not negotiate in good faith in violation of N.J.S.A. 34:13A-5.4(b)(3). However, the Board did not take either of these courses of action. Instead, it acted at its peril when it took the punitive course it did. In a dispute concerning principally the issue of salary to be paid an employee everyone agreed should be promoted, the Board punished the employee for the Association's filing of the charge by stripping him of his promotion. In light of the strong public policy favoring free access to the Commission's processes, and under all the circumstances of this case, we hold that the Board violated subsection 5.4(a)(4) of the Act.[13/]

We now consider the Hearing Examiner's recommended remedy. The Board concedes that if a violation is found, moving Booth back to the new position is appropriate. We agree. The Board maintains, however, that back pay and interest should not

13/ The Board's reliance on Elizabeth Police Superior Officers Ass'n v. City of Elizabeth, 180 N.J. Super. 511 (App. Div. 1981) is misplaced. In Elizabeth, the Association sought to compel the City to pay interest on an arbitrator's award while, at the same time the Association, dissatisfied with that award, sought an order to show cause vacating that award. The Court noted that the Association's "attempt to vacate the arbitrator's award must be realistically viewed, [its] desire to retain its benefits notwithstanding as a legal rejection of the award." Id., 180 N.J. Super. at 518-519. That case does not concern the strong public policy which subsection (a)(4) embodies favoring free access to our processes.

be awarded because it acted in good faith in assuming the June 27, 1980 agreement was rescinded, and the Association reneged on its ageement not to file a charge. We disagree. The illegal effect of the Board's action was to penalize the individual employee because the Association filed a charge which turned out to be groundless. The only way to make whole the punished individual, and thus to effectuate the purposes of the Act, is to award back pay and interest as well as reinstatement. In re Galloway Twp. Bd. of Ed. v. Galloway Twp. Ass'n of Ed. Secretaries, 78 N.J. 1 (1978); In re Deptford Board of Education, P.E.R.C. No. 81-78, 7 NJPER 35 (¶12015 1982), affm'd ___ N.J. Super ___ (1982); Vogue Lingerie, supra.

ORDER

IT IS HEREBY ORDERED

A. That the Randolph Township Board of Education 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 demoting employees such as Albert Booth with loss of pay because the Randolph Education Association filed an Unfair Practice Charge on his behalf.

2. Discharging or otherwise discriminating against any employee because he has signed or filed an affidavit, petition or complaint or given any information or testimony under the Act, particularly, by demoting employees such as Albert Booth with loss of pay because the Randolph Education Association filed an Unfair Practice Charge on his behalf.

B. That the Randolph Township Board of Education take the following affirmative action:

1. Forthwith restore Albert Booth to his former position of Maintenance-Groundsman at the fifth step of the maintenance guide and thereafter make him whole for lost earnings from October 27, 1980 to date, namely, make payment to Booth at the rate of $555 per annum from October 27, 1980 through June 30, 1981, and thereafter at the rate reflecting the difference between Booth's salary as 5th Step custodian and the 5th Step for maintenance groundsman on the salary guide for 1981-82, together with interest at the rate of 12%[14/] per annum from October 27, 1980.

2. 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 for at least sixty (60) consecutive days thereafter. Reasonable steps shall be taken by the Respondent Board to ensure that such notices are not altered, defaced or covered by other materials.

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

14/ Under R. 4:42-11, the applicable rate of interest is now 12% instead of the 8% the Hearing Examiner awarded.

C. That the N.J.S.A. 34:13A-5.4(a)(3) and (5) allegations of the Complaint be dismissed in their entirety.

BY ORDER OF THE COMMISSION

James W. Mastriani
Chairman

Chairman Mastriani, Commissioners Butch and Hartnett voted for this decision. Commissioners Hipp and Newbaker abstained. None opposed. Commissioner Suskin was not present at the time of the vote. Commissioner Graves was not in attendance.

DATED: Trenton, New Jersey
June 3, 1982
ISSUED: June 4, 1982

APPENDIX A

NOTICE TO ALL EMPLOYEES

PURSUANT TO

AN ORDER OF THE

PUBLIC EMPLOYMENT RELATIONS COMMISSION

and in order to effectuate the policies of the

NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT,

AS AMENDED

We hereby notify our employees that:

The Public Employment Relations Commission dismissed the Complaint insofar as it alleged a past practice requiring the placement of Albert Booth at the ninth step of the maintenance guide; and therefore violations of N.J.S.A. 34:13A-5.4(a)(3) and (5).

The Public Employment Relations Commission found that the Randolph Township Board of Education violated N.J.S.A. 34:13A-5.4(a)(1) and:(4) when it demoted Albert Booth from his position as a groundsman to his former position of custodian because the Randolph Education Association filed an unfair practice charge.

WE WILL NOT interfere with, restrain or coerce our employees in the exercise of the rights guaranteed to them by the Act, particularly by demoting employees such as Albert Booth with loss of pay because the Randolph Education Association filed an unfair practice charge on his behalf.

WE WILL NOT discharge or otherwise discriminate against any employee because he has signed or filed an affidavit, petition or complaint or given any information or testimony under the Act, particularly by demoting employees such as Albert Booth with loss of pay because the Randolph Education Association filed an unfair practice charge on his behalf.

WE WILL forthwith restore Albert Booth to his former position of maintenance-groundsman at the fifth step of the maintenance guide and thereafter make him whole for lost earnings from October 27, 1980 to date, namely, make payment to Booth at the rate of $555 per annum from October 27, 1980 through June 30, 1981, and thereafter at the rate reflecting the difference between Booth's salary as 5th step custodian and the 5th step for maintenance-groundsman on the salary guide for 1981-82, together with interest at the rate of 12% per annum from October 27, 1980.

RANDOLPH TOWNSHIP 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, 429 East State, Trenton, New Jersey 08608 Telephone (609) 292-9830.

H.E. No. 82-29

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

In the Matter of

RANDOLPH TOWNSHIP BOARD OF EDUCATION

Respondent,

-and-

Docket No. CO-81-65-159

RANDOLPH EDUCATION ASSOCIATION,

Charging Party.

SYNOPSIS

A Hearing Examiner recommends that the Public Employment Relations Commission find that the Respondent Board violated Subsections 5.4(a)(1) and (4) of the New Jersey Employer-Employee Relations Act when it demoted Albert Booth from the position of Maintenance-Groundsman to Custodian at his former salary on October 27, 1980 because the Association had filed an Unfair Practice Charge on behalf of Booth. This is the first case where a Hearing Examiner has had occasion to recommend that the Commission find a violation of Subsection 5.4(a)(4) of the Act which, inter alia, prohibits discrimination against any employee because he has filed a complaint or given any information or testimony under the Act.

The Hearing Examiner also recommended that the Commission dismiss allegations that the Respondent Board violated Subsections 5.4(a)(3) and (5) of the Act. As to Section 5.4(a)(5), the Hearing Examiner found that the Respondent Board had not refused to negotiate in good faith when it prepared and submitted a letter to the Association representative granting Booth a promotion from Custodian to Maintenance-Groundsman at the 4th Step on the salary guide. The Association representative was clothed with apparent authority to bind the Association to such an agreement.

By way of remedy, the Hearing Examiner ordered that Booth be restored forthwith to his former position of Maintenance-Groundsman at the 5th Step and be made whole for all lost earnings since October 27, 1980 with interest at the rate 8% per annum from that date.

A Hearing Examiner's Recommend Report and Decision is not a final administrative determination of the Public Employment Relations Commission. The case is transferred to the Commission which reviews the Recommended Report and Decision, any exceptions thereto filed by the parties, and the record, and issues a decision which may adopt, reject or modify the Hearing Examiner's findings of fact and/or conclusions of law.

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Appearances:

For the Randolph Township Board of Education
Schenck, Price, Smith & King, Esqs.
(Robert M. Tosti, Esq.)

For the Randolph Education Association
Schneider, Cohen, Solomon & DiMarzio, Esqs.
(Bruce D. Leder, Esq.)

HEARING EXAMINER'S RECOMMENDED
REPORT AND DECISION

An Unfair Practice Charge was filed with the Public Employment Relations Commission (hereinafter the "Commission") on September 17, 1980, and amended on December 4, 1980, by the Randolph Education Association (hereinafter the "Charging Party" or "Association") alleging that the Randolph Township Board of Education (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 Respondent, contrary to past practice, in having promoted Albert Booth from custodian to maintenance-groundsman, placed him on the fourth step of the salary guide rather than the ninth step of the salary guide for maintenance-groundsman, a lateral move on the salary guide, and thereafter, upon the filing of the Unfair Practice Charge on September 17, 1980, unilaterally reassigned Booth to his former position as custodian at his former salary, all of which was alleged to

be a violation of N.J.S.A. 34:13A-5.4(a)(1), (3), (4) and (5) of the Act.[1/]

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 May 8, 1981. Pursuant to the Complaint and Notice of Hearing, after one adjournment, hearings were held on October 28 & 29, 1981 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 waived oral argument and the Respondent argued orally. The parties filed post-hearing briefs by January 11, 1982.

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 oral argument of the Respondent and the post-hearing briefs of the parties, the matter is appropriately before the Commission by its designated Hearing Examiner for determination.

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

FINDINGS OF FACT

1. The Randolph Township Board of Education is a public employer within the meaning of the Act, as amended, and is subject to its provisions.

2. The Randolph Education Association is a public employee representative within the meaning of the Act, as amended, and is subject to its provisions.

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.

"(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 the rights guaranteed to them by this Act.

"(4) Discharging or otherwise discriminating against any employee because he has signed or filed an affidavit, petition or complaint or given any information or testimony under 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."

3. Albert Booth was hired as a custodian by the Board on December 9, 1972. His duties included cleaning, mowing lawns, snow removal and minor maintenance repairs.

4. On June 4, 1980 the Board posted a job vacancy for the position of Groundsman in the Maintenance Department. Under the date of June 5, 1980 Booth applied in writing for the position (R-1). The duties of Groundsman, which was a District-wide position, included additional maintenance, the lining of ballfields, the setting up of soccer nets and being present at all games.

5. The most recent collective negotiations agreement between the parties, effective July 1, 1979 through June 30, 1981 (J-1), provides in Article XVII that vacancies for promotional and non-promotional positions shall be publicized (posted) and that any employee who desires to apply for a vacancy shall submit his application in writing to the Superintendent. This was done by Booth under date of June 5, 1980 (R-1, supra).

6. On or about June 15, 1980 John E. Morse, the Board's Business Administrator, called Booth to a meeting where Arch Hughson, the head of Maintenance was present. Morse and Hughson advised Booth that they were pleased that he had applied for the position. Morse then proceeded to explain certain complications, namely, that due to a budget problem Booth would have to start at Step 4 on the guide at a salary of $12,791 per annum for Maintenance Groundsman. Booth at that time was at Step 8 for Custodian and was receiving an annual salary of $10,649. See J-1, pp. 41, 42. Booth stated that he wanted to move laterally from Custodian to Maintenance, namely, from Step 8 on Custodian to Step 9 on Maintenance where his salary would be $15,626. In response, Morse explained that there was a problem with the request by Booth inasmuch as David Pfau was moved laterally across the salary guide from Custodian to Maintenance because of his prior five years' experience in maintenance work. See Board minutes of April 17, 1980; CP-2. The meeting concluded with Morse agreeing to prepare a document, which would reflect a salary increase for Booth, and said that a subsequent meeting would be scheduled where Booth should have an Association representative with him.

7. On June 27, 1980 Morse summoned Booth to a meeting with respect to his requested promotion to Maintenance Groundsman. At Booth's request an Association representative, Euthalia M. Karlos, the Acting Grievance Chairman, came to the meeting on behalf of Booth and the Association. Morse presented to Booth and Karlos a letter agreement (CP-1) wherein Booth agreed to be transferred from the 8th Step on the Custodian salary guide to the 4th Step on the salary guide for Maintenance Groundsman at a salary of $12,791, effective July 1, 1980. This meant that Booth would be receiving an additional $555 per year. The agreement (CP-1) also provided that this action was taken with full knowledge of all parties and "... will not be grievable at anytime in the future ..." Morse stated that Booth could only receive the promotion if he signed the document and Booth did so, as did Morse. However, Karlos refused to sign the document because she was only appearing as a "representative" of the Association and felt that she did not have authority to sign.[2/]

8. Booth assumed the duties of Maintenance Groundsman as of July 1, 1980 and was paid at the salary fixed by the June 27, 1980 agreement (CP-1), namely, the 4th Step on the Maintenance salary guide: $12,791 per year.

9. Under date of September 17, 1980 the Association filed the instant Unfair Practice Charge wherein the Association sought to have Booth placed on the 9th Step of the salary guide for Maintenance at an annual salary of $15,626.

10. Under date of October 22, 1980 Matthew Wainer, the Board's Superintendent, sent a letter to Booth (CP-3), which advised him that the Board had been notified of the filing of the instant Unfair Practice Charge and that when the Board entered into

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2/ Notwithstanding that Karlos' status did not change, she signed the agreement (CP-1) on July 8, after having spoken with President of the Association, Joy Elias, and John Davis, the UniServ Representative of the NJEA. Davis had told Elias that she could not sign the agreement because, as President of the Association, she could not waive its rights. However, on July 7, 1980 Elias spoke to Davis and they agreed that Karlos could sign the agreement with Davis stating that he would call Karlos and so advise her. The Hearing Examiner notes that Elias knew that Karlos had signed the agreement and thereafter took no step to rescind the authority of Karlos to have signed the agreement on July 8, 1980. Finally, it is noted that Booth testified that he spoke to Davis prior to June 27, 1980 and Davis said that Booth's signing was up to him.

the agreement of June 27, 1980 (CP-1) it was not aware that it would be cited for committing an unfair practice. The Superintendent then said that since Booth and the Association were now contending that the June 27, 1980 agreement was not valid he, the Superintendent, would recommend that the Board cancel the agreement at its next meeting. The Superintendent then advised Booth that he was to be reassigned to his former position as Custodian effective October 27, 1980 at his prior salary of $12,336 per annum.[3/]

11. Morse testified credibly that there had never been a prior instance of a lateral transfer of Custodian to Maintenance Groundsman except for Pfau on April 17, 1980 and that this was based on Pfau's prior experience for the Maintenance Groundsman position. Morse also testified that if the same treatment had been accorded to Booth then Booth would have been earning more than Pfau, which the Board could not tolerate.

12. The Association's witnesses, Karlos and Elias, testified without contradiction regarding two instances of lateral transfers in the secretary category, namely, a Rosalyn Anderson sometime within the past ten years and a Joanne Kenney in June 1978.

13. Subsequent to Booth's re-assignment from Maintenance-Groundsman to Custodian on October 27, 1980 two vacancies occurred for Maintenance-Groundsman but Booth was rejected on each occasion due to the pendency of the instant Unfair Practice Charge.

THE ISSUES

1. Did the Respondent Board violate Subsections(a)(1) and (5) of the Act on June 27, 1980 by preparing and submitting for signature a letter agreement (CP-1), which promoted Albert Booth to the 4th Step on the salary guide for Maintenance-Groundsman at a salary of $12,791, effective July 1, 1980, under the circumstances of Booth having signed CP-1 on June 27, 1980 and Euthalia M. Karlos, the Acting Grievance Chairman of the Association, having signed CP-1 on July 8, 1980, i.e.,

3/ Thereafter on December 4, 1980 the Association amended its charge to allege additionally a violation by the Board of Subsection(a)(4) of the Act.

did Karlos have apparent authority to bind the Association?

2. Did the Respondent Board violate Subsections(a)(1) and (4) of the Act when the Board's Superintendent, Matthew Wainer, on October 22, 1980 sent a letter to Booth (CP-3), which advised Booth in substance that, due to the filing of the instant Unfair Practice Charge, he was being re-assigned to his former position as Custodian at his prior salary inasmuch as Booth and the Association were now contending that the June 27, 1980 letter agreement (CP-1) was not valid?

3. Was any evidence adduced by the Charging Party that the Respondent Board violated Subsection(a)(3) of the Act?[4/]

DISCUSSION AND ANALYSIS

The Respondent Board Did Not Violate Subsections(a)(1) And (5) Of The Act When It Submitted A Letter Agreement Promoting Albert Booth To Euthalia M. Karlos, The Acting Grievance Chairman Of The Association, On June 27, 1980, Which Karlos Signed On July 8, 1980, For The Reason That Karlos Was Vested With Apparent Authority To Bind The Association

The Hearing Examiner finds and concludes that the Respondent Board did not violate Subsections(a)(1) and (5) of the Act on June 27, 1980 when it prepared and submitted for signature a letter agreement (CP-1) promoting Albert Booth to the 4th Step on the salary guide for Maintenance-Groundsman, effective July 1, 1980, in view of Booth having signed the agreement on June 27, 1980 and Euthalia M. Karlos, the Acting Grievance Chairman of the Association, having signed CP-1 on July 8, 1980, for the reason that Karlos on July 8, 1980 was vested with apparent authority to bind the Association.

4/ The Hearing Examiner finds and concludes that no evidence constituting a Subsection(a)(3) violation was adduced and he will therefore recommend dismissal of this aspect of the Unfair Practice Charge.

This conclusion with respect to apparent authority is supported in the record and is set forth in Finding of Fact No. 7, footnote 2, supra. To recapitulate, Karlos refused to sign CP-1 on June 27, 1980 because she was only appearing as "representative" of the Association and felt that she did not have authority to sign the document. However, notwithstanding that her status did not change, she signed CP-1 on July 8, 1980, after having spoken with the President of the Association, Joy Elias, and John Davis, the UniServ Representative of the NJEA. According to Elias, Davis had told her that she could not sign CP-1 because, as President of the Association, she could not waive its rights. However, on July 7, 1980 Elias spoke to Davis and they agreed that Karlos could sign the agreement, with Davis stating that he would call Karlos and so advise her. Thereafter, although Elias knew that Karlos had signed the letter agreement(CP-1), Elias took no steps to rescind the authority of Karlos to have signed the agreement on July 8, 1980. Although it is not of great weight, Booth also signed CP-1 individually and testified that he had spoken to Davis prior to June 27, 1980 and Davis had said Booth's signing was up to him.

The definitive statement by the Commission on apparent authority is East Brunswick Board of Education, P.E.R.C. 77-6, 2 NJPER 279 (1976), which expanded upon an earlier Commission decision in Bergenfield Board of Education, P.E.R.C. No. 90, 1 NJPER 44 (1975). Relying on court precedent, the Commission in East Brunswick said that:

> "The test which has been applied by the courts in determining whether apparent authority existed as to a third party who had transacted business with an agent, is whether the principal has, by his voluntary act, placed the agent in such a situation that a person of ordinary prudence, conversant with business usages and the nature of the particular business involved, is justified in presuming that such agent has the authority to perform the particular act in question.
>
> "While all authority must derive from the principal, apparent authority may derive from a principal's adoption of or acquiescence in similar acts done on other occasions by an agent. Acquiescence by a principal in an extension of the authority he gave an agent may be sufficient to create an appearance of authority beyond that actually given said agent..." (2 NJPER at 281).

In its decision in East Brunswick the Commission noted that no qualifications were ever placed upon the authority of the Board's negotiating team to conclude an agreement. Further, there was no writing that limited the authority of either negotiating team, or which called for final ratification by the parties themselves. The Commission held that Board's negotiators were clothed with apparent authority to bind the Board to the terms and conditions of a collective negotiations agreement, thereby obviating the necessity for ratification of the agreement by the Board.

Applying the East Brunswick test to the instant case it is clear to the Hearing Examiner that Karlos was vested with apparent authority when she executed CP-1 on July 8, 1980 as "R.E.A. Representative." As noted above, she had spoken with both Elias and Davis prior to executing CP-1. Further, Elias took no steps after July 8, 1980 to rescind Karlos' authority. The Board representatives were entitled to rely on the apparent authority of Karlos by her the signing CP-1 on July 8, 1980. Therefore, CP-1 became binding upon the Association and a Subsection(a)(5) alleged violation of the Act cannot be sustained.

Additionally, the Hearing Examiner notes that the letter agreement of June 27, 1980 (CP-1) does not conflict with any of the provisions of the collective negotiations agreement then in effect (J-1), specifically, Article XV, Voluntary Transfers And Assignments; Article XVII, Promotions; and Article XXXIII, E, which provides that individual contracts must be consistent with and subordinate to the provisions of the agreement.

Finally, the Charging Party contends that Booth's promotion, as set forth in CP-1, is a violation of the past practice on lateral transfers. Even if such a past practice had been conclusively demonstrated, which it was not, the execution of CP-1 by Karlos, supra, forecloses further consideration of the past practice argument.

Accordingly, the Hearing Examiner will recommend dismissal of the Subsection(a)(1) and (5) allegations.

The Respondent Board Violated Subsections(a)(1) And (4) Of The Act When Its Superintendent On October 22, 1980 Sent A Letter To Booth Advising Him That Due To The Filing Of The Instant Unfair Practice Charge He Was Being Re-assigned To His Former Position As Custodian Since Booth And The Association Were Now Contending That CP-1 Was Not Valid

The Hearing Examiner finds and concludes that the Respondent Board violated Subsections(a)(1) and (4) of the Act when Matthew Wainer, the Board's Superintendent, sent a letter to Booth (CP-3) on October 22, 1980 advising in substance that, due to the filing of the instant Unfair Practice Charge, Booth was being re-assigned to his former position as Custodian at his prior salary since Booth and the Association were now contending that the June 27, 1980 letter agreement (CP-1) was not valid. It is additionally noted that on two occasions when vacancies for Maintenance-Groundsman arose after October 1980 Booth was rejected in each instance due to the pendency of the instant Unfair Practice Charge (see Finding of Fact No. 13, supra).

Subsection(a)(4) of the Act prohibits discrimination against any employee because he signed or filed and an affidavit, petition or complaint or given any information or testimony under the Act. The Commission has never decided a case involving an alleged violation of Subsection(a)(4) of the Act. Accordingly, the Hearing Examiner, in accordance with the directive of the New Jersey Supreme Court in two cases, [5/] will refer to the case law of the National Labor Relations Board for precedent in this area.

The National Labor Relations Act (NLRA) in Section 8(a)(4) has a like provision for preventing discrimination against employees who have filed charges or given testimony under the NLRA. The NLRB has decided a number of cases involving

5/ Lullo v. Int'l. Assn. of Fire Fighters, 55 N.J. 409 (1970) and Galloway Twp. Bd. of Ed. v. Galloway Twp. Assn. of Educational Secretaries, 78 N.J. 1, 9 (1978).

violations of Section 8 (a)(4), two of which are sufficient for citation here: Memphis Furniture Mfg. Co., 232 NLRB No. 164. 96 LRRM 1396 (1977) and Great Falls White Truck Co., 186 NLRB No. 117, 75 LRRM 1540 (1970). In each of these cases a violation of the NLRA was predicated in whole or in part on the fact that individual employees had filed unfair labor practice charges with the NLRB and were thereafter discriminated against.

The Hearing Examiner notes that there is no distinction to be made by the fact that Booth did not sign the Unfair Practice Charge in the instant case. He was the sole subject of the Charge in clear and precise terms and is entitled to the protection of Subsection(a)(4) of the Act, notwithstanding that the Association is designated as the Charging Party.

Thus, the Hearing Examiner, relying on NLRB precedent, finds an adequate legal basis for concluding that the Respondent Board violated Subsection(a)(4) of the Act by the conduct of its Superintendent in writing the letter of October 22, 1980, and thereafter transferring Booth to his former position of Custodian at his prior salary, effective October 27, 1980. The Hearing Examiner will, therefore, recommend an appropriate make whole remedy.

* * * *

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

CONCLUSIONS OF LAW

1. The Respondent Board violated N.J.S.A. 34:13A-5.4(a)(1) and (4) when its Superintendent on October 22, 1980 sent a letter to Albert Booth advising the latter that he was being re-assigned to his former position as Custodian at his prior salary, effective October 27, 1980, due to the filing of the instant Unfair Practice Charge.

2. The Respondent Board did not violate N.J.S.A. 34:13A-5.4(a)(1) and (5) on June 27, 1980 by preparing and submitting for signature a letter agreement (CP-1), which promoted Albert Booth to the 4th Step on the salary guide for Maintenance-Groundsman

at a salary of $12,791, effective July 1, 1980, under the circumstances of Euthalia M. Karlos, the Acting Grievance Chairman of the Association, having been vested with apparent authority to bind the Association when she signed CP-1 on July 8, 1980.

3. The Respondent Board did not violate N.J.S.A. 34:13A-5.4(a)(3) by its conduct herein.

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 demoting employees such as Albert Booth with loss of pay because the Randolph Education Association filed an Unfair Practice Charge on his behalf.

2. Discharging or otherwise discriminating against any employee because he has signed or filed an affidavit, petition or complaint or given any information or testimony under the Act, particularly, by demoting employees such as Albert Booth with loss of pay because the Randolph Education Association filed an Unfair Practice Charge on his behalf.

B. That the Respondent take the following affirmative action:

1. Forthwith restore Albert Booth to his former position of Maintenance-Groundsman at the 5th Step of the Custodian and Maintenance Guide and thereafter make him whole for lost earnings from October 27, 1980 to date, namely, make payment to Booth at the rate of $555 per annum from October 27, 1980 through June 30, 1981, and thereafter at the rate reflecting the difference beyween Booth's salary as 5th Step Custodian and the 5th Step for Maintenance Groundsman on the salary guide for 1981-82, together with interest at the rate of 8% per annum from October 27, 1980. 6/

6/ See Salem County Bd. for Vocational Ed. v. McGonigle, App. Div. Docket No. A-3417-78 (9/29/80) and County of Cape May, P.E.R.C. No. 82-2, 7 NJPER 432 (1981).

2. Post in all places were 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 for 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 materials.

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

C. That the N.J.S.A. 34:13A-5.4(a)(3) and (5) allegations in the Complaint be dismissed in their entirety.

Alan R. Howe
Hearing Examiner

Dated: February 2, 1982
Trenton, New Jersey

Appendix "A"

NOTICE TO ALL EMPLOYEES

PURSUANT TO

AN ORDER OF THE

PUBLIC EMPLOYMENT RELATIONS COMMISSION

and in order to effectuate the policies of the

NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT,

AS AMENDED

We hereby notify our employees that:

WE WILL NOT interfere with, restrain or coerce our employees in the exercise of the rights guaranteed to them by the Act, particularly, by demoting employees such as Albert Booth with loss of pay because the Randolph Education Association filed an Unfair Practice Charge on his behalf.

WE WILL NOT discharge or otherwise discriminate against our employees because they have signed or filed an affidavit, petition or complaint or given any information or testimony under the Act, particularly, by demoting employees such as Albert Booth with loss of pay because the Randolph Education Association filed an Unfair Practice Charge on his behalf.

WE WILL forthwith restore Albert Booth to his former position of Maintenance-Groundman at the 5th Step of the Custodian and Maintenance Salary Guide and thereafter make him whole for lost earnings from October 27, 1980 to date, namely, make payment to Booth at the rate of $555 per annum from October 27, 1980 through June 30, 1981, and thereafter at the rate reflecting the difference between Booth's salary as a 5th Step Custodian and the 5th Step for Maintenance-Groundsman on the salary guide for 1981-82, together with interest at the rate of 8% per annum from October 27, 1980.

Randolph Township 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 James Mastriani, Chairman, Public Employment Relations Commission, 429 E. State State Street, Trenton, New Jersey 08608 Telephone (609) 292-9830.