

H.E. NO. 88-11

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

In the Matter of

CARLSTADT BOARD OF EDUCATION,

Respondent,

-and-

Docket No. CO-87-222-129

CARLSTADT EDUCATION ASSOCIATION,

Charging Party.

SYNOPSIS

A Hearing Examiner recommends that the Public Employment Relations Commission find that the Board violated §§5.4(a)(1) and (5) of the New Jersey Employer-Employee Relations Act when, beginning with the 1986-87 school year, it revised its Teacher Policy Manual to require teachers to provide "Extra Help" to students on a structured schedule in designated subject areas between 3:00 p.m. and 3:30 p.m. The Hearing Examiner concluded that the Board had unilaterally required teachers to provide "Extra Help" to pupils in designated subjects on a structured schedule contrary a 15-year past practice of unstructured "Extra Help" periods, involving minimal instruction. Thus, pupil contact time necessarily was increased.

A second change, which the Board made in the same school year, was the requirement that after-school faculty meetings commence at 3:35 p.m. rather than 3:05 p.m. to 3:10 p.m. as in past years. Here the collective negotiations agreement covered the situation since the workday ends at 4:30 p.m. on faculty meeting days and this provision was not violated by the action of the Board. The only change occurred in the commencement time where the Board concluded that the prior times of 3:05 p.m. and 3:10 p.m. were unduly encroaching on the "Extra Help" period between 3:00 p.m. and 3:30 p.m.

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

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Charging Party.

Appearances:

For the Respondent
Janeczko & Cedzidlo, Esqs.
(Mark T. Janeczko, Esq.)

For the Charging Party
Zazzali, Zazzali & Kroll, Esqs.
(Robert A. Fagella, Esq.)

HEARING EXAMINER'S RECOMMENDED
REPORT AND DECISION

An Unfair Practice Charge was filed with the Public Employment Relations Commission (hereinafter the "Commission") on February 13, 1987 by the Carlstadt Education Association (hereinafter the "Charging Party" or the "Association") alleging that the Carlstadt Board of Education (hereinafter the "Respondent" or the "Board") has 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 [Complaint ¶1] on or about September 15, 1986, and continuing to

date, the Respondent unilaterally decided to increase mandatory and additional pupil contact time for teachers in Grades 1-6 by 30 minutes daily, four days per week, and to increase likewise contact time for all teachers in Grades 7 & 8 by 30 minutes on one day per week without negotiations with the Association as to compensation; and, further, [Complaint ¶2] on September 15, 1986, and Respondent unilaterally commenced all mandatory after-school meetings for teachers at 3:35 p.m. instead of 3:05 p.m. as had been the practice in the past, again without negotiations or discussion with the Association; all of which is alleged to be in violation of N.J.S.A. 34:13A-5.4(a)(1) and (5) of the Act.^{1/}

It appearing that the allegations of the Unfair Practice Charge, if true, may constitute unfair practices within the meaning of the Act, a Complaint and Notice of Hearing was issued on March 26, 1987. Pursuant to the Complaint and Notice of Hearing, hearings were held on May 20 and June 8, 1987, in Newark, New Jersey, at which time the parties were given an opportunity to examine witnesses, present relevant evidence and argue orally. Oral argument was waived and the parties filed post-hearing briefs by August 5, 1987.

^{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."

An Unfair Practice Charge 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.

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

FINDINGS OF FACT

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

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

3. The current collective negotiations agreement, effective July 1, 1986 through June 30, 1989, was received in evidence as Exh. J-1. The following provisions of Art. XVIII, "Teacher Hours and Teaching Load" in J-1 are pertinent to the instant case:

Section B(1) provides: "Teachers shall be required to report for duty five (5) minutes before pupils enter school and shall be permitted to leave thirty (30) minutes after pupil dismissal. The total normal in-school workday shall consist of not more than seven (7) hours zero (0) minutes and shall include a duty-free lunch period of fifty (50) minutes to correspond with the pupil lunch period. On Fridays or on days preceding holidays or vacations, the teachers shall be permitted to leave five (5) minutes after pupil dismissal..." (J-1, p. 23).

Section C provides: "Teachers shall be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending no more than six (6) faculty or other professional meetings per month. Meetings shall not extend beyond 4:30 p.m. No meeting shall be held on Friday or before holidays, except in case of emergency..." (J-1, p. 24).

4. At least as far back as September 1981, the Board's Teacher Policy Manual provided under the "Daily Time Schedule" the designation "Extra Help Period and Co-Curricular Activities" in the time slot 3:00-3:30 p.m. (See R-2 for the 1981-82 school year.) This "Extra Help" and "Co-Curricular" designation continued through the end of the 1985-86 school year (CP-1).

5. The witnesses for the Charging Party testified without essential contradiction that from 1971 to 1986, the activities of the teachers between 3:00 p.m. and 3:30 p.m. included, in addition to "extra help" to children, meetings with parents, meetings with other teachers to compare how children were progressing, the preparation of lessons, taking up disciplinary problems within the classroom, and permitting children to complete the school work that they had not completed during the regular school day (1 Tr 21, 54, 55).

6. On August 4, 1986, the Board at a regular meeting approved revisions to the Teacher Policy Manual for the 1986-87 school year, pursuant to recommendations from Superintendent Kenneth G. Gorab (R-1; 1 Tr 65, 66). The revisions to the Teacher Policy Manual for 1986-87 are set forth in Exh. CP-2.

7. The 1986-87 revisions, supra, provide a descriptive definition for the "Extra Help" and "Co-Curricular Activities" time slot between 3:00 p.m. and 3:30 p.m. This descriptive definition states, "Extra help for pupils in the designated subjects shall be required on the designated day as follows..." following which there is set forth the "Extra Help" subject matter by grades and days of the week. Thus, for Grades 1-3 on Monday there is "Reading/English/Writing," which is repeated again on Thursday and on the days in between, Tuesday and Wednesday, there is provision for mathematics. Grades 7-8 have the same scheme, involving "Reading/English/Writing" on Wednesday with "Social Studies" on Monday with "Mathematics" on Tuesday and "Science" on Thursday. The prior "Teacher Policy Manuals between the years 1971 and 1986 did not contain any description of subject matter by grade and day of the week nor was there any provision for "Extra Help" being "required."

8. Again, the essentially uncontradicted testimony of the witnesses for the Charging Party was that after the August 1986 revisions to the Teacher Policy Manual, supra, and during the 1986-87 school year all of the prior-practice activities of teachers between 3:00 p.m. and 3:30 p.m. were eliminated and teachers were now required in every instance to spend the entire half hour in providing "extra help" to the students (1 Tr 31, 56, 57, 95, 96).

9. There was no evidence adduced that the "Extra Help" and "Co-Curricular" period between 3:00 p.m. and 3:30 p.m. was ever

designated or considered by practice as a "duty-free" period nor was it ever included in the calculation of "prep time" or "professional time" (see 1 Tr 39, 40).^{2/}

10. Superintendent Gorab testified that the designation of scheduled subject areas for the "Extra Help" period was based upon the need to structure the number of pupils requiring remedial help and general educational reasons (1 Tr 70, 75-78).

11. As the several Teacher Policy Manual excerpts, supra, indicate, the "Daily Time Schedule" provides for the teacher workday to commence at 8:30 a.m. and conclude at 3:30 p.m., which is consistent with J-1 and its provision that the "...normal in-school work day shall consist of not more than seven (7) hours..." [SB(1), p. 23]. The "Daily Time Schedule" also has provided over the course of many years: "3:30-4:30 Teacher Departure" It is here that Art. XVIII, §C of J-1, supra, comes into play since "...Teachers shall be required to remain after the end of the regular work day without additional compensation, for the purpose of attending no more than six (6) faculty or other professional meetings per month..." which "shall not extend beyond 4:30 p.m." (emphasis supplied)(J-1, p. 24).

12. The revisions to the 1986-87 Teacher Policy Manual (CP-2, supra), contained an additional change in the prior practice as to how after-school meetings were scheduled and held.

^{2/} The 260 minutes of "professional time" per week for teachers has never been utilized during the 3:00 p.m. to 3:30 p.m. "Extra Help" period (1 Tr 40).

Notwithstanding a prior practice of many years, under which after-school meetings of teachers commenced between 3:05 p.m. and 3:10 p.m., the revisions to the Teacher Policy Manual for 1986-87 provided that, "...ALL MEETINGS WILL COMMENCE AT 3:35 P.M., AFTER THE EXTRA HELP PERIOD IS COMPLETED..." (CP-2, p. 12).^{3/}

13. The testimony of the Superintendent was that he received informal requests and complaints from teaching staff with respect to their lack of time to provide "Extra help" due to the number of faculty meetings (1 Tr 65, 70). When the Superintendent compiled a composite of data concerning the number of faculty meetings per faculty member for the period September 1985 through April 1986, the data indicated that some teachers had attended as many as 26 to 32 meetings (see R-3 and R-4). The Superintendent viewed this as a loss of valuable educational time for "extra help" and concluded that after-school meetings would have to commence at 3:35 p.m. but would not exceed the contractual limit of 4:30 p.m. (1 Tr 60, 61, 71; 2 Tr 15, 19, 37, 38).

14. It is undisputed that the above changes regarding the content of the "Extra Help" and "Co-Curricular" period between 3:00 p.m. and 3:30 p.m., coupled with the change in starting time for after-school faculty meetings, were unilateral actions by the Board without negotiations with the Association.

^{3/} The prior Teacher Policy Manual provisions made no reference to the starting time of teacher faculty meetings. Historically, as noted above, they occurred during the "Extra Help" period and necessarily precluded the providing of "Extra Help" during the full half-hour period.

DISCUSSION AND ANALYSIS

The Respondent Board Violated §§5.4(a)(1) And (5) Of The Act When It Revised Its Teacher Policy Manual For The 1986-87 School Year To Require Teachers To Provide "Extra Help" For Pupils In Designated Subject Areas Between 3:00 P.M. And 3:30 P.M. Mondays Through Thursdays.

The Hearing Examiner has great difficulty in accepting the contention of the Board that its revision of the Teacher Policy Manual in August 1986 permitted a unilateral structural change to be made in the "Extra Help" period without negotiations with the Association. The Hearing Examiner finds that a practice has existed, dating back to at least 1971, wherein teachers' activities between 3:00 p.m. and 3:30 p.m. have included meetings with parents, meetings with other teachers, the preparation of lessons, the taking up of disciplinary problems within the classroom and permitting students to complete their school work, in addition to providing "Extra Help" (see Finding of Fact No. 5, supra).

The changes in the "Extra Help" period as of September 1986 were, according to Superintendent Gorab, to provide "structure" by "requiring" each teacher to provide "Extra Help" on four specified days of the week in designated subjects (see Findings of Fact Nos. 7 & 10, supra). The implementation of this change resulted in the elimination of a 15-year prior practice, with the result that teachers in the 1986-87 school year were required to use the entire half hour in providing "Extra Help" to students (see Finding of Fact No. 8, supra). Admittedly, the 3:00 p.m. to 3:30 p.m. period was

never a "duty-free" period, nor was it ever considered "prep time" or "professional time" (see Finding of Fact No. 9, supra).

With these factual findings in mind, let us first consider the cases cited by the Board. The Board initially relies upon Wanaque Boro Dist. Bd. Ed., P.E.R.C. No. 82-54, 8 NJPER 26 (¶13011 1981) where one of the issues before the Commission was a requirement by the board in that case that certain teachers utilize part of their after-school time to supervise children waiting for buses. The contract there provided that on regular school days, following the dismissal of assigned students, "...the staff shall devote a minimum of fifteen (15) minutes or whatever time is necessary in his/her professional judgment for individual pupil educational activities..." (8 NJPER at 27). The board asserted a managerial prerogative to assign teachers to supervise school bus loading while the association contended that the board's action interfered with a teacher who is attempting to give individualized pupil instruction. The Commission concluded that the relevant contract provision, supra, required teachers to give individualized instruction to students and that this 15-minute time slot was part of the teachers' overall workload and pupil contact time. Thus, the board's action in requiring the supervision of students waiting for buses amounted "...to a substitution of one type of student supervision duty for another and does not affect the teachers' workload or duty-free time..." (emphasis supplied)(8 NJPER at 27).

Another case cited by the Board is Fair Lawn Bd. Ed., P.E.R.C. No. 83-48, 8 NJPER 609 (¶13289 1982) where the Commission, relying on Wanaque, supra, concluded that the board there had a significant educational interest in ensuring a quiet atmosphere for carrying on individualized student instruction and other activities between 3:00 p.m. and 3:30 p.m. of the student day. A dispute arose when an Acting High School Principal determined that the school hallways were too noisy between 3:00 p.m. and 3:30 p.m. and that supervision was required. Thus, he assigned teachers to one wing between 3:00 p.m. and 3:30 p.m. on Tuesdays, Wednesdays and Thursdays with the proviso that any given teacher would receive such an assignment only once a week. The Commission noted that teachers were on duty between 3:00 p.m. and 3:30 p.m. even if not specifically assigned to a particular task and "...were expected to perform education-related tasks including individualized student instruction during that time..." (8 NJPER at 610). The Commission further noted that the teachers had not lost any contractually guaranteed preparation periods or duty-free time nor were they required to teach any additional classes.

See also, Caldwell-W. Caldwell Ed. Ass'n v. Caldwell-W. Caldwell Bd. Ed., 180 N.J. Super. 440, 447-449 (App. Div. 1981).

Interestingly, both parties cite Andover Reg. Bd. Ed., P.E.R.C. No. 87-4, 12 NJPER 601 (¶17225 1986). The obvious reason for this occurrence is the fact that the case contains two issues, the first of which was found to be a violation of the Act when the

board required seventh and eighth grade teachers to teach one additional conventional instructional period per day. This was accomplished by eliminating these teachers' previously assigned "mini-courses," supplemental instruction and library supervision assignments. The Commission held, inter alia, that the change from a nonteaching library supervision assignment to a conventional instructional assignment, which appears analogous to the instant case, was a unilateral workload increase in violation of the Act: "Our law is settled that a change from a nonteaching supervisory duty period to a conventional instructional period is mandatorily negotiable. Bridgewater-Raritan Reg. Bd. Ed., P.E.R.C. No. 83-102, 9 NJPER 104, 106 (¶14057 1983)..." (12 NJPER at 602).

However, a second issue in Andover, as to which the Commission found no violation, was the change from "mini-courses" to conventional instruction periods. The "mini-courses" included such subjects as public speaking, general art survey, etc. When these "mini-courses" were replaced with conventional instructional periods in 1984-85, the Commission concluded that the change did not amount to "...an increase in workload sufficient to trigger the negotiations obligation. There were no increases in teaching assignments or a substitution of a teaching assignment for a nonteaching assignment or duty-free time..." (emphasis supplied)(12 NJPER at 602). This holding on the "second issue" is clearly distinguishable from the case at bar.

The Hearing Examiner is persuaded that Wanaque, Fair Law and Caldwell-W. Caldwell, supra, are not dispositive of the issue at hand, i.e., the unilateral structuring of the "Extra Help" period to provide required instruction in designated subjects between 3:00 p.m. and 3:30 p.m. on Mondays through Thursdays. Rather, the Hearing Examiner is of the view that a distributive reading of Andover, supra, and two additional cases cited by the Association, dictates the conclusion that the Board herein violated §§5.4(a)(1) and (5) of the Act. In Maywood Bd. Ed., P.E.R.C. No. 87-110, 13 NJPER 269 (¶18111 1987), the Commission found that the board in that case violated §§5.4(a)(1) and (5) of the Act when it unilaterally substituted structured "grade level meetings" for unstructured preparation periods. Obviously, this decision bears directly on the instant case. Further, in Kingwood Twp. Bd. Ed., P.E.R.C. No. 85-94, 11 NJPER 219 (¶16084 1985)[Kingwood I] the board there unilaterally reduced the preparation time of certain special area teachers by twenty (20) to fifty (50) minutes per week and increased their instructional time pro tanto without additional compensation or negotiations. This was deemed by the Commission to be an alleged uncompensated workload increase, which could be submitted to binding arbitration.

Additional decisional support for the Hearing Examiner's conclusion that the Board violated the Act when it unilaterally eliminated the 15-year practice, supra, regarding the "Extra Help" period is found in the following cases, which involve the

substitution of teaching duties for preparation periods with an arguable increase in workload: Red Bank Bd. Ed. v. Warrington, 138 N.J. Super. 564, 574 (App. Div. 1976); Newark Bd. Ed., P.E.R.C. No 79-38, 5 NJPER 41 (¶10026 1979), aff'd. App. Div. Docket No. A-2060-78 (1980); Mt. Holly Twp. Bd. Ed., P.E.R.C. No. 84-27, 9 NJPER 596 (¶14252 1983); Kingwood Twp. Bd. Ed., P.E.R.C. No. 85-94, 11 NJPER 219 (¶16084 1985)[Kingwood I]; Kingwood Twp. Bd. Ed., P.E.R.C. No. 86-85, 12 NJPER 102 (¶17039 1985)[Kingwood II]; and Lincoln Park Bd. Ed., P.E.R.C. No. 86-101, 12 NJPER 220 (¶17089 1986).

Accordingly, an appropriate remedy will be recommended hereinafter.

The Respondent Board Did Not Violate §§5.4(a)(1) And (5) Of The Act When It Revised Its Teacher Policy Manual For The 1986-87 School Year To Mandate That After-School Faculty Meetings Commence At 3:35 P.M. Contrary To Prior Practice.

Turning now to the second revision in the Teacher Policy Manual for 1986-87, namely, the commencement of after-school faculty meetings at 3:35 p.m. rather than the prior practice of 3:05 to 3:10 p.m., this would appear to be governed by Pascack Valley Bd. Ed., P.E.R.C. No. 81-61, 6 NJPER 554 (¶11281 1980) where the board there increased pupil contact time by 30 minutes as a result of changing from a nine-period format to an eight-period format with the additional loss of one duty-free period. The Commission found no violation of the Act since the collective negotiations agreement provided that the length of the school workday was not to exceed six hours and fifty-one (51) minutes, which was to include a duty-free

period and at least one planning period. The Commission, in concluding that the action of the board was "...within the limits established by the collective agreement between the parties..." relied upon Maywood Bd. Ed., 168 N.J. Super. 45, 59, 60 (App. Div. 1979).^{4/}

Just as in Pascack, and the related cases on this issue, the length of the contractual school day in the instant case was not violated by the Board since the evidence adduced was that the faculty meetings concluded by 4:30 in accordance with J-1, supra, unless the parties agreed to extend a given meeting beyond the 4:30 p.m. dismissal time. Thus, the change in the commencement of after-school faculty meetings to 3:35 p.m. and their conclusion by 4:30 p.m. falls squarely within the scope of Art. XVIII, §C of J-1.

Further, the Board had a legitimate educational objective in seeking to eliminate the interference of faculty meetings with the "Extra Help" periods between 3:00 p.m. and 3:30 p.m.. Plainly, faculty meetings, which previously commenced at 3:05 p.m. or 3:10 p.m., must necessarily have intruded on the "Extra Help" period. Given the numbers of meetings that have occurred, at least during the time period of September 1985 to April 1986, the interference with the "Extra Help" period seems to have been rather substantial.

^{4/} See also, Old Bridge Municipal Utility Authority, P.E.R.C. No.84-116, 10 NJPER 261 (¶15126 1984); Randolph Tp. Bd. Ed., P.E.R.C. No. 83-41, 8 NJPER 600 (¶13282 1982); and Hearing Examiner Zudick's decision in Bethlehem Tp. Bd. Ed., H.E. No. 87-43, 13 NJPER 184 (¶18079 1987).

Thus, the Hearing Examiner will recommend dismissal of the allegations in the second paragraph of the Complaint.

* * * *

Accordingly, based upon the entire record and the above analysis, 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 (5) by revising the Teacher Policy Manual for the 1986-87 school year to require teachers to provide "extra help" to pupils in designated subject areas on a structured schedule without negotiations with the Charging Party.

2. The Respondent Board did not violate N.J.S.A. 34:13A-5.4(a)(1) or (5) by revising the Teacher Policy Manual for the 1986-87 school year to require that after-school faculty meetings commence at 3:35 p.m. rather than earlier as in the past.

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 unilaterally substituting a structured "Extra Help" period, in which teachers are required to provide instruction in designated subjects Mondays through Thursdays, for an unstructured "Extra Help" period, involving minimal instruction, during the 1986-87 school year without negotiating the change with the Association prior to implementation.

2. Refusing to negotiate in good faith with the Association concerning terms and conditions of employment of its teachers, particularly, by unilaterally substituting a structured "Extra Help" period, in which teachers are required to provide instruction in designated subjects Mondays through Thursdays, for an unstructured "Extra Help" period, involving minimal instruction, during the 1986-87 school year without negotiating the change with the Association prior to implementation.

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

1. Within sixty (60) days hereof, restore the status quo ante as of September 15, 1986, with respect to the "Extra Help" period for classroom teachers in Grades 1-3 and 7-8, i.e., restore the content of the "Extra Help" period to that which existed prior to September 15, 1986; and thereafter, upon demand, negotiate in good faith any proposed changes in the content and structure of the "Extra Help" period with the Association prior to implementation.

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

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

C. That the allegations in ¶2 of the Complaint, pertaining to a change in the time for commencement of after-school faculty meetings, be dismissed in their entirety.



Alan R. Howe
Hearing Examiner

Dated: August 21, 1987
Trenton, New Jersey

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 unilaterally substituting a structured "Extra Help" period, in which teachers are required to provide instruction in designated subjects Mondays through Thursdays, for an unstructured "Extra Help" period, involving minimal instruction, during the 1986-87 school year without negotiating the change with the Association prior to implementation.

WE WILL NOT refuse to negotiate in good faith with the Association concerning terms and conditions of employment of our teachers, particularly, by unilaterally substituting a structured "Extra Help" period, in which teachers are required to provide instruction in designated subjects Mondays through Thursdays, for an unstructured "Extra Help" period, involving minimal instruction, during the 1986-87 school year without negotiating the change with the Association prior to implementation.

WE WILL within sixty (60) days hereof, restore the status quo ante as of September 15, 1986; with respect to the "Extra Help" period for classroom teachers in Grades 1-3 and 7-8, i.e., restore the content of the "Extra Help" period to that which existed prior to September 15, 1986; and thereafter, upon demand, negotiate in good faith any proposed changes in the content and structure of the "Extra Help" period with the Association prior to implementation.

Docket No. CO-87-222-129

CARLSTADT 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 St., CN 429, Trenton, NJ 08625 (609) 984-7372.