P.E.R.C. NO. 87-131

STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matters of

BARNEGAT BOARD OF EDUCATION,

Respondent,

-and- Docket No. CO-86-218-189

BARNEGAT FEDERATION OF
TEACHERS, AFL/CIO, LOCAL 3751,

Charging Party.

BARNEGAT FEDERATION OF TEACHERS,
NJFST, AFL/CIO,

Respondent,

-and- Docket No. CE-86-15-190

BARNEGAT TOWNSHIP BOARD OF EDUCATION,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission finds that the Barnegat Federation of Teachers, AFl/CIO, Local 3751 violated the New Jersey Employer-Employee Relations Act when it refused to sign a contract which reflected the agreement of the Federation and the Barnegat Township Board of Education that the salary guide would not maintain salary differentials for certain employees. The Commission dismisses a Complaint, based on an unfair practice charge filed by the Federation, that the Board violated the Act when it eliminated salary differentials for certain employees.

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BARNEGAT TOWNSHIP BOARD OF EDUCATION,

Charging Party.

Appearances:

For the Barnegat Township Board of Education,
Gelzer, Kelaher, Shea, Novy & Carr, Esqs.
(Milton H. Gelzer, of counsel)

For the Barnegat Federation of Teachers,
Dwyer & Canellis, Esqs.
(Michael E. Buckley, of counsel)

DECISION AND ORDER

On February 10, 1986, the Barnegat Federation of Teachers, AFL-CIO, Local 3751 ("Federation") filed an unfair practice charge against the Barnegat Township Board of Education ("Board"). The charge alleges the Board violated the New Jersey Employer-Employee

Relations Act, N.J.S.A. 34:13A-1 et seq. ("Act"), specifically subsection 5.4(a)(1),[1/] when, after negotiating a collective negotiations agreement, it eliminated salary differentials for certain employees contrary to its alleged agreement that such differentials would be maintained.

On April 28, 1986, the Board filed an unfair practice charge against the Federation. This charge alleges the Federation violated subsection 5.4(b)(4)[2/] of the Act when it refused to sign the parties' negotiated agreement which contained salary guides that did not maintain salary differentials for certain employees.

On June 6, 1986, the cases were consolidated and a Complaint and Notice of Hearing issued.

On February 28, 1986, the Board filed it Answer. It admits negotiating a collective negotiations agreement with the Federation, but denies agreeing to continue the previous salary differentials for advanced degrees for certain employees.

1/ This subsection prohibits public employers, their representatives or agents from: "interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this act." The Hearing Examiner determined that the case also involves an alleged violation of subsection 5.4(a)(6). That subsection prohibits public employers, their representatives or agents from: "refusing to reduce a negotiated agreement to writing and to sign such agreement."

2/ This subsection prohibits employee organizations, their representatives or agents from: "refusing to reduce a negotiated agreement to writing and to sign such agreement.

On May 7, 1986, the Federation filed its Answer. It also admits negotiating a collective negotiations agreement, but denies that the agreement did not maintain all salary differentials.

On July 17, 1986, Hearing Examiner Mark A. Rosenbaum conducted a hearing. The parties examined witnesses and introduced exhibits. They also filed post-hearing briefs.

On December 11, 1986, the Hearing Examiner issued his report and recommended decision. H.E. No. 87-38, 13 NJPER 90 (¶18041 1987). He found that the salary guides prepared by the Board incorporated the parties' agreement. Therefore, he found that the Federation violated subsections 5.4(b)(4) when it refused to execute that agreement. As a remedy, he recommended ordering the Association to sign that agreement, but declined to recommend posting a notice of the violation. He also recommended that the Complaint against the Board be dismissed.

On January 8, 1987, after receiving an extension of time, the Federation filed exceptions. It contends the Hearing Examiner erred in: (1) finding that paragraph one of the parties' memorandum of agreement was controlling; (2) not finding that paragraph 13 of the memorandum evidenced an intent to maintain the existing salary differentials; (3) finding that the Federation waived differential payment and (4) not recognizing that teachers receiving more than $18,500 prior to September 1985 would continue to receive salary differentials.

On January 20, 1987, after receiving an extension of time, the Board filed exceptions. It contends that the remedy should include posting a notice of the violation. In other respects, it urges adoption of the Hearing Examiner's recommendations.

We have reviewed the record. The Hearing Examiner's findings of fact (pp. 3-6) are accurate. We add the following: The parties' predecessor contract did not contain a separate article pertaining to differentials for advanced degrees. With respect to salaries, the contract provided that "[t]he salary of each teacher covered by the Agreement is set forth in Schedules A and B, which are attached hereto and made a part hereof." The salary schedule contained 12 columns and five horizontal vertical steps based on educational attainments:

STEP	BA	BA & 15	BA & 30	MA & 15	MA & 30
1	13,700	13,800	15,000	15,500	16,100
2	14,100	14,200	15,400	15,900	16,500
3	14,750	15,000	16,200	16,700	17,300
et seq.					

Employees with more education received more pay than other employees on the same step, but the amount of the differential varied from step to step.

This dispute is limited to employees who had previously made less than $18,500, but were increased to at least $18,500 as a result of the Teacher Quality Education Act providing for minimum salaries. We agree with the Hearing Examiner that the Board's proposed contract (J-1) accurately reflected the parties' agreement. Therefore, the Federation was obligated to sign the

proposed contract and violated subsection 5.4(b)(4) when it refused to sign it. Conversely, the Board did not violate the Act when it did not continue to pay certain salary differentials which had existed in the predecessor contract. We reach this conclusion because of this plain language contained in paragraph one of the parties' ratified memorandum of agreement: "Salaries shall be increased in 1985-1986 over 1984-1985 by $2100 per employee, or more if needed to bring an employee to $18,500." This sentence, when read in view of the predecessor salary schedule incorporating the salary differentials for academic degrees and advanced credits, settles the salaries for all unit employees. We are additionally persuaded by the example set forth by the Hearing Examiner:

> For example, a Step 1 MA+30 teacher in 1984-85 received the salary of $16,100, which represented a differential of $2400 over the salary for a Step 1 BA teacher in 1984-85. A Step 1 BA teacher in 1984-85 received the minimum of $18,500 in 1985-86. If the parties maintained the education differential, then the Step 1 MA+30 teacher would have received $18,500 plus $2400 or $20,900 in 1985-86. This would represent an increase of $4800 over the compensation for the same step in 1984-85, which is more than the $4400 provided over two years in Paragraph 1 of the Memorandum of Agreement.

It is true that certain employees will no longer receive differentials. But that is the result of the parties' agreement and a matter for future negotiations.

We adopt the Hearing Examiner's proposed remedy. We do not believe that posting a notice is necessary or appropriate under the circumstances of this case.

ORDER

The Barnegat Federation of Teachers, AFL-CIO, Local 3751 is ordered to:

A. Cease and desist from refusing to sign the 1985-1988 agreement (J-1) between the Barnegat Federation of Teachers and the Barnegat Township Board of Education.

B. Take the following affirmative action:

1. Execute the 1985-1888 agreement (J-1) between the Barnegat Federation of Teachers and the Barnegat Township Board of Education.

The Complaint's other allegations are dismissed.

The Complaint against the Barnegat Board of Education is dismissed.

BY ORDER OF THE COMMISSION

James W. Mastriani
Chairman

Chairman Mastriani, Commissioners Johnson, Smith and Wenzler voted in favor of this decision. None opposed. Commissioners Bertolino and Reid abstained.

DATED: Trenton, New Jersey
April 22, 1987
ISSUED: April 23, 1987

H.E. NO. 87-38

STATE OF NEW JERSEY
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-and- Docket No. CE-86-15-190

BARNEGAT TOWNSHIP BOARD OF EDUCATION,

Charging Party.

SYNOPSIS

A Hearing Examiner recommends that the Public Employment Relations Commission find that the Barnegat Federation of Teachers violated §5.4(b)(4) of the New Jersey Employer-Employee Relations Act when it refused to sign a collective agreement negotiated and ratified by the Federation and the Barnegat Township Board of Education. The Hearing Examiner recommends that the Federation be ordered to sign the agreement. No posting is ordered under the facts presented, since the Federation relied on a genuinely held but ultimately implausible view of the parties' intent. The Hearing Examiner also recommends the dismissal of the charges filed by the Federation against the Board.

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.

H.E. NO. 87-38

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(Milton H. Gelzer, Esq.)

For the Barnegat Federation of Teachers
Dwyer & Canellis, Esqs.
(Michael E. Buckley, Esq.)

HEARING EXAMINER'S RECOMMENDED
REPORT AND DECISION

On February 10, 1986, Barnegat Federation of Teachers, AFL-CIO Local 3751 ("Federation") filed an Unfair Practice Charge with the Public Employment Relations Commission (the "Commission")

alleging that the Barnegat Township Board of Education ("Board") had "issued salary guides which eliminated or reduced salary differentials between the teaching staff members based upon the level of academic degrees or successfully completed hours of post-graduate study, violating the premise maintained throughout negotiations that these salary differentials would be maintained" (Charge at Paragraph 6).[1/] The Federation alleged that this conduct violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. (the "Act") at §5.4(a)(1).[2/] The case was also fully and fairly litigated[3/] as a violation of §5.4(a)(6).[4/] On April 28, 1986, the Board filed an Unfair Practice Charge alleging that the Federation had violated the Act by

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1/ The Federation's Charge was part of an omnibus Charge brought by three different AFT locals against three different boards of education. The Commission's Director of Unfair Practices refused to issue Complaints with respect two of the charges and his decisions were upheld on appeal by the Commission. Branchburg Bd. of Ed., P.E.R.C. No 87-15, 12 NJPER 733 (¶17273 1986) and Perth Amboy Bd. of Ed., P.E.R.C. No. 87-29, 12 NJPER 759 (¶17287 1986).

2/ This subsection prohibits 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/ See transcript at pp. 64-68, and generally, Commercial Twp. Bd. of Ed., P.E.R.C. No. 83-25, 8 NJPER 550 (¶13253 1982), aff'd App. Div. Dkt. No. A-1642-82T2 (12/8/83).

4/ This subsection prohibits public employers, their representatives or agents from: "(6) Refusing to reduce a negotiated agreement to writing and to sign such agreement."

refusing to sign the collective agreement reached and ratified by both parties, in violation of §5.4(b)(4) of the Act.[5/]

On June 6, 1986, the Director of Unfair Practices issued a Consolidated Complaint and Notice of Hearing for both Charges. Both parties filed Answers admitting certain factual allegations but denying that they had committed unfair practices. On July 17, 1986, I conducted a hearing in Trenton, New Jersey, where both parties had opportunities to examine and cross-examine witnesses, present documentary evidence and argue orally. Both parties filed post-hearing briefs, and the Federation filed a responding letter memorandum which was received on November 6, 1986.[6/]

FINDINGS OF FACT

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

2. The Barnegat Federation of Teachers, Local 3751 is an employee organization within the meaning of the Act, is subject to its provisions and is the majority representative of teachers and certain other professional employees of the Barnegat Township Board of Education.

5/ This subsection prohibits employee organizations, their representatives or agents from: "(4) Refusing to reduce a negotiated agreement to writing and to sign such agreement."

6/ The briefing schedule was delayed due to difficulties in obtaining an accurate transcript.

3. In the fall of 1984, the Board and the Federation began negotiations for a successor agreement to their 1983-85 contract (Exhibit F-1). The Board was represented by Gary Whalen, who participated in all negotiations sessions. Whalen testified that the parties were aware of the pending $18.500 legislation [the Teacher Quality Employment Act, which became effective on September 9, 1985 and is codified at N.J.S.A. 18A:29-5 et seq.](T at pp. 70-72).

4. John Fallan, Director of Field Services for the New Jersey State Federation of Teachers, was the field representative assigned to the Barnegat Federation during the negotiations in question. Fallan confirmed that the parties discussed the $18,500 legislation and scheduled what was to be the final negotiations session for September 10, 1985, anticipating that the legislation would already be in place (T at pp. 24-26).

5. Both Fallan and Whalen testified that they never discussed salary differentials for teachers with additional post-graduate study. While such differentials had been included in prior agreements, they were not discussed, either in terms of elimination or continuation, in the new contract. Board President Nancy Maloney and Federation negotiations chairman Joseph Papernick confirmed that movement across the guide or differentials had not been discussed (T at pp. 33, 48, 54, 71-72 and 93).

6. The parties executed a Memorandum of Agreement at their last negotiations session on September 10. The first paragraph of the Agreement states:

> Salaries shall be increased in 1985-86 over 1984-85 by $2100 per employee, or more if needed to bring an employee to $18,500. In 1986-87 salaries shall be increased per employee by the difference between $4400 and the increase received in 1985-86 so that all employees receive $4400 over the two-year period. In 1987-88 each employee shall receive a $1600 increase. All increases are inclusive of increment.
>
> Paragraph 13 of the memorandum of agreement states:
>
> All sections of the Agreement for 1983-84 to 1984-85 not changed by the terms of the Memorandum of Agreement shall continue in the effect for the years 1985-86, 1986-87 and 1987-88.

7. Fallan testified as to his "personal understanding of paragraph 13":

> ...that clearly meant to me that there were no longer any open items to be discussed by the parties if they had not been changed either because they weren't proposed, or if they were proposed and then withdrawn, if they were no longer on the table and they remained in effect. And as stated, they continue in effect for the present contract and my understanding of that meant if it wasn't discussed or it had been withdrawn it stayed the same as it was in the prior contract. (T at pp. 32-33).

8. Whalen testified as to his understanding of paragraph 13:

> Any issue which has not been addressed in the preceding twelve paragraphs but was contained in the expiring contract would carry over, unchanged. Any item that was addressed in the preceding twelve paragraphs would be modified in the new agreement that would be reached. (T at p. 87).

9. The parties did not create the salary guides for the September 10 Agreement nor prior to ratification by both sides. Whalen subsequently prepared a contract, reconciling the Memorandum of Agreement with the expired contract. The contract included

salary guides for the 1985-86, 1986-87 and 1987-88 academic years. Shortly after Fallan received the proposed contract (J-1) during the first week of October, 1985, he called Whalen concerning the lack of differentials between levels of education in the early steps of the 1985-86 guide (T at pp. 43-47 and 75-76).[7/]

10. Despite subsequent efforts by the parties, the salary guide dispute was not resolved, and the charges ensued.

ANALYSIS

Both the Federation and the Board maintain that they reached agreement for academic years 1985-86 through 1987-88 on all substantive issues. The parties' dispute is limited to the salary guides prepared by the Board's representative post-ratification. The Board maintains that the salary guides effectuate the parties' agreement and the Federation asserts that the guides are inconsistent with the agreement.

The Commission has decided numerous cases presenting similar disputes. Where the agreement between the parties was clear and unambiguous the Commission has found violations of the Act by the party which refuses to execute a contract replicating the agreement. Bergen County Prosecutor's Office, P.E.R.C. No. 83-90, 9 NJPER 75 (¶14040 1982) and Spotswood Bd. of Ed., P.E.R.C. No. 86-34,

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7/ Whalen and Fallan differed on the exact date on which Fallan indicated disagreement over the column differentials. Since it is undisputed that Fallan conveyed this disagreement to Whalen by October 10, 1985 at the latest, I need not resolve that issue of fact.

11 NJPER 591 (¶16208 1985).[8/] Where the agreement was not clear and unambiguous, and the parties had divergent intentions as to a substantive term of the agreement, the Commission has found no violation of the Act because the parties did not reach agreement or have a meeting of the minds. Jersey City Bd. of Ed., P.E.R.C. No. 84-64, 10 NJPER 19 (¶15011 1983) and Long Branch Bd. of Ed., P.E.R.C. No. 86-97, 12 NJPER 204 (¶17080 1986).[9/]

Thus, the instant matter turns on the parties' Memorandum of Agreement: Did the parties agree to continue or eliminate certain differentials for levels of post-graduate education in their successor agreement? The inquiry must focus on the intentions of the parties. As the Commission noted in Jersey City Bd. of Ed., our

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8/ Both Bergen County Prosecutor's Office and Spotswood Bd. of Ed. involved unfair practices by employee organizations. While the Commission has yet to find similar violations by employers, the principle cited surely applies to them as well. See Matawan-Aberdeen Bd. of Ed., H.E. No. 86-46, 12 NJPER 255 (¶17108 1986) and Essex County College, H.E. No. 86-66, 12 NJPER 561 (¶17212 1986)(both cases are pending before the Commission).

9/ Of course, numerous (a)(6) and (b)(4) allegations have been dismissed where neither apparent authority nor ratification occurred. In these cases, the Commission concluded that no agreement was ever reached, and the (a)(6) or (b)(4) allegations were dismissed. See, e.g. Lower Twp. Bd. of Ed., P.E.R.C. No. 78-32, 4 NJPER 25 (¶4013 1977); Jersey City Bd. of Ed., P.E.R.C. No. 84-64, 10 NJPER 19 (¶15022 1983); Borough of Matawan, P.E.R.C. No. 86-87, 12 NJPER 135 (¶17052 1986); and Passaic Valley Water Comm., P.E.R.C. No. 85-4, 10 NJPER 47 (¶15219 1984). These cases are distinguishable from Long Branch Bd. of Ed. and Jersey City Bd. of Ed., which concern post-ratification disputes as to the terms of the parties' agreements.

Supreme Court has set forth standards for reviewing intentions of contracting parties:

> A number of interpretative devices have been used to discover the parties' intent. These include consideration of the particular contractual provision, an overview of all the terms, the circumstances leading up to the formation of the contract, custom, usage and the interpretation placed on the disputed provision by the parties' conduct. Several of these tools may be available in any given situation -- some leaving to conflicting results. But the weighing and consideration in the last analysis should lead to what is considered to be the parties' understanding....What occurred during negotiations frequently will throw light upon the parties' intent as expressed in the written contract. Kearny PBA Local #21 v. Twp. of Kearny, 81 N.J. 208, 221-222 (1979).

The starting point in determining whether or nor the parties intended to continue certain differentials is an examination of the parties' September 10, 1985 Memorandum of Agreement. As noted by the Commission in Jersey City Bd. of Ed., 10 NJPER at 21, "[i]t is a fundamental canon of construction that the intent of the parties, as clearly expressed in writing, controls. See e.g., Newark Publishers' Assn. v. Newark Typographical Union, 22 N.J. 419, 427 (1956)." Two paragraphs in the Memorandum of Agreement are relevant to this dispute (see Finding of Fact No. 6). The first paragraph of the Agreement covers salaries. The language of the paragraph is very specific, and takes into account the $18,500 legislation (see Finding of Facts Nos. 3, 4 and 6). The clear intent of the parties as evidenced by the first paragraph is to assure that all employees receive an increase of $4400 over the two-year period of 1985-86 and 1986-87, as well as providing for a

$1600 per employee increase in 1987-88. Although the paragraph does not reference differentials for educational levels, it does state that "[a]ll increases are inclusive of increment." The other relevant paragraph of the Memorandum of Agreement is Paragraph 13:

> All sections of the Agreement for 1983-84 to 1984-85 not changed by this Agreement shall continue in effect for the years 1985-86, 1986-87 and 1987-88.

The Association argues that when reading these two clauses together, one must conclude that the salary differentials for levels of education present in the salary guidefor 1984-85 must be continued in the 1985-86 salary guides, as well as in the 1986-87 and 1987-88 salary guides and subsequently. That is, Paragraph 1 does not specifically eliminate the differentials and Paragraph 13 leaves all sections of the prior contract not changed by the Memorandum of Agreement intact. Thus, the Federation seeks execution of an agreement which would maintain salary differentials present in the 1984-85 Agreement in addition to the specific salary provisions outlined in Paragraph 1 of the Memorandum of Agreement. In support of this argument, the Federation relies upon the testimony of Fallan who indicated that, by operation of Paragraph 13 of the Memorandum of Agreement, the Federation intended the differentials to remain intact (Finding of Fact No. 7).

Although I do not discredit Fallan's testimony, I find that the Federation's tacit intent as to the maintenance of differentials is simply not expressed in the Memorandum of Agreement. Paragraph 1 of the Agreement, which is devoted entirely to the topic of

salaries, does not contain an agreement to maintain differentials. While it does not expressly eliminate them, and the testimony indicates that the differentials were not discussed, Paragraph 1 indicates that the parties did not expressly agree to maintain the differentials. And since additional payments for additional post-graduate study were included in the salary guide of the previous contract between the parties, the failure to specifically negotiate similar payments in the very specific salary provisions of their Memorandum of Agreement must be deemed a waiver. To the extent that Paragraph 13 may create any ambiguity, that ambiguity is resolved by an accepted principle of contract construction: "Where there is inconsistency between general provisions and specific provisions, the specific provisions ordinarily qualify the meaning of the general provisions." Maryland Casualty Co. v. Hansen, Jensen, Inc., 15 N.J.Super. 20, 26 (App. Div. 1951). Here, the specific provisions of Paragraph 1 qualify the general provisions of Paragraph 13.

Moreover, in the context of the parties' discussions, the Board's reading of the Memorandum of Agreement is clearly more plausible. A comparison of the guides for 1984-85 and 1985-86 indicate that individuals at step 1 of the guide at all educational levels received raises of $2400 to $4800. Paragraph 1 of the Agreement speaks clearly to the situation; that is, all employees received $2100 more for 1985-86 than 1984-85, "or more if needed to bring an employee to $18,500." Accordingly, several steps involve

varying increases to bring employees to the total of $18,500. If the parties intended to maintain education differentials of the prior contract in addition to the extraordinary monies required to bring employees to $18,500, the 1985-86 increases would have been significant.[10/] Absent clear language leading to this significant expenditure, and in view of the specific language in the actual Paragraph 1 of the Memorandum of Agreement covering the above situation ("all employees receive $4400 over the two-year period" [1985-86 through 1986-87]), I cannot conclude that the parties reached the agreement suggested by the Federation. At best, the Federation's evidence shows that it tacitly intended to retain the education expenditure differentials in the successor agreement. However, as the Commission has noted, "unilateral and unexpressed intent...is insufficient to establish an agreement. Newark Publishers' Assn., 22 N.J. at 427." Jersey City Bd. of Ed., 10 NJPER at p. 21. This is especially applicable where, as here, genuine beliefs of the negotiators are implausible in the context of the negotiations and the clear language of the parties' agreement. Glen Rock Bd. of Ed., P.E.R.C. No. 82-11, 7 NJPER 454 (¶12201 1981).

10/ For example, a Step 1 MA+30 teacher in 1984-85 received the salary of $16,100, which represented a differential of $2400 over the salary for a Step 1 BA teacher in 1984-85. A Step 1 BA teacher in 1984-85 received the minimum of $18,500 in 1985-86. If the parties maintained the education differential, then the Step 1 MA+30 teacher would have received $18,500 plus $2400 or $20,900 in 1985-86. This would represent an increase of $4800 over the compensation for the same step in 1984-85, which is more than the $4400 provided over two years in Paragraph 1 of the Memorandum of Agreement.

Indeed, the guide for 1985-86 prepared by the Board comports entirely with the exact language of Paragraph 1 of the parties' Memorandum of Agreement. As a result, the 1985-86 salary guide lists 15 positions on the guide all of which pay $18,500. In the case of all of these guide positions, $18,500 represents an increase of $2100 or more over the position on the previous 1984-85 guide. All other positions indicate $2100 increases over the same positions on the 1984-85 guide, thus preserving most differentials on the guide.

In sum, the case presents a Memorandum of Agreement which is clear on its face, was executed in good faith by the Board, and which the Federation refuses to sign based on a genuinely held but ultimately implausible view of the parties' intent. Were the wording of the Memorandum of Agreement less clear, and/or the positions of the parties as to their intent equally plausible, I would recommend a finding that the parties have not reached a meeting of the minds and should go back to the negotiations table. However, with clear language and only one plausible implementation of that language under the context presented, I recommend the Commission find that the Federation violated N.J.S.A. 34:13A-5.4(b)(4) when it failed to sign the Agreement (Exhibit J-1) presented by the Board. As a remedy, I recommend that the Federation be ordered to sign the Agreement. In view of the facts presented, a posting does not appear necessary to effectuate the purposes of the Act, and I do not recommend that one be ordered.

Consistent with the above, I also recommend that the Commission ORDER that the charges filed against the Board be dismissed in their entirety.

Mark A. Rosenbaum
Hearing Examiner

Dated: December 11, 1986
Trenton, New Jersey