

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

JERSEY CITY BOARD OF EDUCATION,

Respondent,

-and-

Docket No. CO-83-300-15

JERSEY CITY EDUCATION ASSOCIATION,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission dismisses a Complaint based on an unfair practice charge that the Jersey City Education Association filed against the Jersey City Board of Education. The charge had alleged that the Board violated a memorandum of agreement when it failed to make salary increases for secretaries effective July 1, 1982 instead of September 1, 1982, but the Commission holds that the Association has failed to prove its allegations by a preponderance of the evidence.

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JERSEY CITY EDUCATION ASSOCIA-
TION,

Charging Party.

Appearances:

For the Respondent, Vaughn & Seeliger, Esqs.
(Richard C. Vaughn, of Counsel) and John P. Miraglia

For the Charging Party, Philip Feintuch, Esq.

DECISION AND ORDER

On May 5, 1983, the Jersey City Education Association ("Association") filed an unfair practice charge against the Jersey City Board of Education ("Board"). The charge 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)(6) and (7),^{1/} when it allegedly refused to abide by the terms of a March 21, 1983 memorandum of agreement. Specifically, the Association asserted that the Board's failure to make salary increases for secretaries effective July 1, 1982 and July 1, 1983 was contrary to the parties' agreement.

^{1/} These subsections prohibit public employers, their representatives or agents from: "(6) Refusing to reduce a negotiated agreement to writing and to sign such agreement; and (7) Violating any of the rules and regulations established by the commission."

On July 15, 1983, the Director of Unfair Practices issued a Complaint and Notice of Hearing. The Board filed an Answer asserting that under the contract, the effective date of the salary increases was September 1, 1982 and September 1, 1983.^{2/} It further asserted that although it was prepared to implement the increases on those dates, the Association refused to accept the increases until the matter was resolved.

On September 22 and 26, 1983, Commission Hearing Examiner Alan R. Howe conducted hearings. The parties examined witnesses, presented exhibits, argued orally, and waived the filing of post-hearing briefs.

On October 5, 1983, the Hearing Examiner issued his report and recommended decision, H.E. No. 84-21, 9 NJPER ____ (¶ ____ 1983). He found that there had been no "meeting of the minds" as to the effective date of the salary increases. He concluded that the Board had not violated N.J.S.A. 34:13A-5.4(a)(6) and (7) when it refused to make the effective date for secretarial salary increases July 1, 1982 and July 1, 1983.

On October 17, 1983, the Association filed exceptions. It objects to the admission of certain documentary evidence and challenges several factual findings of the Hearing Examiner. It

^{2/} The Hearing Examiner accepted a statement of position filed in response to the charge as the Board's Answer, even though the Commission ordinarily requires a formal and timely Answer to a Complaint. The Hearing Examiner accepted this statement because the Board's attorneys had not been served with a cover letter enclosing the Complaint and notifying the Board of its obligation to file an Answer instead of relying on its previous statement of position.

argues that July 1 should be the effective date for the salary increases because that was the date for increases under the previous agreement and there was allegedly no indication that the date was to change. It further asserts that the Board of Education ratified a February 15, 1983 memorandum of agreement which provided for a July 1 effective date for salary increases. Therefore, the Association concludes that the Board was obligated to pay the salary increases effective July 1 and its failure to do so violated subsection 5.4(a)(6).

The Board filed cross-exceptions on October 28, 1983.^{3/} The Board asserts that the Hearing Examiner erred in finding that there had been "no meeting of the minds" between the parties with respect to the effective date of salary increases, and argues that the record instead establishes that the increases were to be effective September 1. The Board further excepts to the Hearing Examiner's finding that the parties agreed that all the three negotiations units represented by the Association would receive increases of 7.2% for 1982-1983; the Board asserts that the secretaries were to receive a 7% increase for 1982-1983 while the teachers were to receive an 8.2% increase for the same period.

We have reviewed the record. The essential facts follow.

^{2/} By letter dated October 28, 1983, the Association objected to these cross-exceptions, arguing that they were not filed within ten days of the date of service of the report and recommended decision, as required by N.J.A.C. 19:14-7.3. By letter dated October 31, 1983, the Board's attorney stated that the delay in the filing of the cross-exceptions was due to the fact that the Hearing Examiner had advised that an amended opinion had been prepared. The Hearing Examiner did, in fact, write such a letter and we deem this letter to be sufficient to toll the time limitations set forth in the rule. Therefore, we will consider the Board's cross-exceptions.

The Jersey City Education Association is the exclusive representative for three collective negotiations units: (1) teachers, (2) teacher's aides and (3) secretaries. Teachers and teacher's aides are employed for ten months per year. Secretaries are employed for twelve months per year. Although each unit is covered by a separate contract, the Association and Board negotiate simultaneously concerning all three groups.

In November 1981, the Association and the Board commenced negotiations for agreements to succeed those which would expire in 1982. The secretarial agreement expired June 30, 1982; the other two contracts expired at the end of August 1982. The Association had negotiated previous agreements which had provided that secretaries would receive their salary increases effective July 1 while teachers and teacher's aides would receive their increases effective September 1.

The parties engaged in extensive negotiations. On February 15, 1983, the presidents of the Board and the Association signed a written memorandum of agreement, conditioned, however, upon ratification by their principals. The agreement provided:

It is understood by and between the parties that all present articles and conditions included in the present agreement between the parties shall continue for the 1982-83 and 1983-84 school year.

However, the following items shall be deleted from the 1982-83 and 1983-84 contract:

'All that language which the Public Employment Relations Commission determined to be non-negotiable.'

It is further understood and agreed by and between the parties that the salary guide for 1982-83 will be increased by 8.2% retroactively to September 1, 1982 and the 1983-84 salary guide will be increased by 9.5%. Both these sums include increment. However, all personnel

will receive the above stated percentage increases.

Secretarial adjustments take effect July 1, 1982.

These increases shall cover teachers, teacher aides and secretaries.

This agreement is subject to ratification by the Board of Education and by the Jersey City Education Association. (emphasis added)

Neither the Board nor the Association ratified the agreement so it never went into effect.

The parties resumed negotiations. The Board proposed that the effective date for the salary increase for secretaries be deferred from July 1 to September 1 each year.^{4/}

On March 4, 1983, the Board attorney gave the Association attorney a proposed memorandum of understanding. On March 8, the Board attorney wrote to the Association attorney and confirmed that the memorandum had been transmitted on March 4.^{5/} Among other things, the memorandum provided that:

4. Secretaries and clerks shall receive no more than 7%, including increment, effective September 1, 1982...
6. Secretaries and clerks shall receive no more than 9.5%, including increment, effective September 1, 1983.

The memorandum also provided: "The contract duration shall be September 1, 1982 through August 31, 1984." The parties did not

^{4/} According to the Association's president, Mayor McCann proposed the September 1 date at the February 15 meeting and it was never discussed again.

^{5/} The Association has objected to the introduction of the proposed memorandum and cover letter as "self-serving." We sustain the Hearing Examiner's overruling of this objection. These documents are a vital part of the history of negotiations between the parties on this issue. The Association has also excepted to the Hearing Examiner's finding that its president was at the March 4 meeting; we dismiss this exception since the Board's attorney testified that the president did attend that meeting.

sign this memorandum so it never went into effect.

On March 21, 1983, the parties entered a memorandum of understanding covering all three units. It consisted of various non-economic language modifications of and deletions from the existing teachers' contract. In addition, the memorandum provided that "the contract duration shall be September 1, 1982 through August 31, 1984." No distinction was made for contract duration purposes between secretaries, aides, and teachers. With respect to the economic terms, the agreement provided that, "salaries for all personnel represented by the J.C.E.A. shall be as attached." These attachments consisted of the salary guides for the three units. However, these salary guides did not state when the increases were to be effective.^{6/}

According to the Association's witnesses, it was their intent that the salary increases for secretaries were to be effective July 1 each year. There was no indication, however, that the Board shared this intent. In fact, the record clearly establishes that the Board raised the issue of deferring the effective date of the secretarial salary increases from July to September during negotiations. In fact, the Board included this item in its proposed March 4 memorandum and there was no testimony that the Board agreed to drop this proposal. In fact, contrary to the Association's witnesses, the Board's witnesses all agreed that the secretarial salary increases were to be effective in September.

^{6/} We agree with the Board that the record does not establish, as the Hearing Examiner found, that secretaries were to receive a 7.2% increase for 1982-83. We do not further consider this factual issue since it is not crucial to the legal issues in this case.

The charging party has the burden of proving the allegations of the Complaint by a preponderance of the evidence. N.J.S.A. 19:14-6.8. In the instant case, the Association has alleged that the Board violated subsection 5.4(a)(6)^{7/} when it refused to sign an agreement providing that the effective date of the salary increases for secretaries was July 1 each year. The Board's defense is that there was no such agreement. To the contrary, it asserts, the parties agreed that the increases were to be effective September 1 each year. Thus, the determinative question here involves an interpretation of the parties' March 23 memorandum of understanding: "Did the parties agree that the salary increases for secretaries would be effective July 1?". Applying principles of contractual interpretation, we answer this question negatively and thus find that the Board did not commit an unfair practice.

The polestar of contract construction is to discover the intention of the parties. Atlantic Northern Airlines, Inc. v. Schwimmer, 12 N.J. 293, 301 (1953). As stated by our Supreme Court in Kearny P.B.A. Local #21 v. Town of Kearny, 81 N.J. 208 (1979):

[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 leading 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. [Id. at 221-222]

^{7/} The Association also alleged a violation of subsection 5.4(a)(7). We dismiss this portion of the Complaint since the Association has not set forth the rule allegedly violated.

The starting point in determining whether the parties agreed to a July 1 effective date is an examination of the parties' March 23, 1983 memorandum of agreement. It 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). Our review of this instrument fails to lend any support to the Association's claim that salary increases for secretaries were to be effective July 1 each year. To the contrary, the memorandum explicitly describes the duration of the contract as commencing in September 1982.

Even assuming that the March 23 memorandum was ambiguous on the effective date of salary increases, we believe that the extrinsic evidence does not support the Association's claim that the parties mutually intended an effective date of July 1. Even the Association's witnesses testified that Board representatives had proposed, in February, that the date for secretarial increases be deferred until September. Further, just two weeks prior to the March 23 signing, the Board gave the Association a proposed memorandum which had a September 1 effective date for secretarial salary increases. The record is simply devoid of any evidence that the Board dropped this proposal and instead agreed to July 1 salary increases for secretaries.

A review of the Association's evidence reveals at most that its negotiators tacitly intended that the increase be effective July 1. That unilateral and unexpressed intent, however, is insufficient simply to establish an agreement. Newark Publishers' Assn., supra, 22 N.J. at 427. The key is the Board's intent to

be bound to a July 1 date and there is no evidence that the Board so agreed.

In reaching this decision, we note that the Board passed a motion on February 16, 1983 which provided:

Jersey City Board of Education agrees to the economic terms of the memorandum between the Board of Education and the Jersey City Education Association, appreciates the spirit of cooperation which exists and agrees to further discussion as to the language--as to the eight language points previously reviewed.

Based on this motion, the Association argues that the Board ratified the February 15, 1983 memo and is bound by it. This argument must fail. First, the agreement was contingent upon Association ratification, but the Association never ratified it. Second, it is apparent that serious negotiations continued after the February 16, 1983 Board meeting with respect to both language items and the salary guide. In fact, the Association received different salary increases than those originally proposed and there were language changes in addition to those agreed to in February. Thus, neither party perceived the February 15, 1983 memorandum of agreement as binding and both expected and conducted further negotiations.

In conclusion, therefore, we find, under all the circumstances of this case, that the Board did not commit an unfair practice in refusing to pay the negotiated secretarial salary increases on July 1, 1982 and July 1, 1983 since the Association failed to prove an agreement that would so obligate the Board.

ORDER

The Complaint is dismissed.

BY ORDER OF THE COMMISSION

A handwritten signature in black ink that reads "Donald C. Butch". The signature is written in a cursive style and is positioned above a horizontal line.

Donald C. Butch
Acting Chairman

Commissioners Butch and Hartnett voted for this decision. None opposed. Chairman Mastriani, Commissioners Suskin, Graves, Hipp and Newbaker abstained.

DATED: Trenton, New Jersey
December 9, 1983
ISSUED: December 12, 1983

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Docket No. CO-83-300-15

JERSEY CITY EDUCATION ASSOCIATION,

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SYNOPSIS

A Hearing Examiner recommends that the Public Employment Relations Commission find that the Respondent Board did not violate Subsections 5.4(a)(6) and (7) of the New Jersey Employer-Employee Relations Act when it refused to agree with the Charging Party's contention that the effective date for the Secretaries' agreement was July 1, 1982. There was no meeting of the minds of the negotiators for the parties on the issue of effective date. A memorandum of understanding, executed on March 21, 1983, covered Teachers, Teachers Aides and Secretaries and provided that the contract was to be effective September 1, 1982 through August 31, 1984. It did exempt the Secretaries from these dates. Earlier efforts by the Charging Party to obtain an effective date of July 1, 1982 for the Secretaries had been rejected by the Respondent 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 conclusion of law.

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Appearances:

For the Respondent

Mr. John P. Miraglia, Consultant
Richard C. Vaughan, Esq.

For the Charging Party

Philip Feintuch, Esq.

HEARING EXAMINER'S RECOMMENDED
REPORT AND DECISION

An Unfair Practice Charge was filed with the Public Employment Relations Commission (hereinafter the "Commission") on May 5, 1983 by the Jersey City Education Association (hereinafter the "Charging Party" or the "Association") alleging that the Jersey City 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 the Respondent has failed, neglected and refused to abide by the terms of a memorandum of understanding, executed on March 21, 1983, with respect to the Educational Secretaries Association's salary guides, all of which is alleged to be a violation of N.J.S.A. 34:13A-5.4(a)(6) and (7) of the Act.^{1/}

1/ These Subsections prohibit public employers, their representatives or agents from:

"(6) Refusing to reduce a negotiated agreement to writing and to sign such agreement.

"(7) Violating any of the rules and regulations established by the commission."

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 July 15, 1983. Pursuant to the Complaint and Notice of Hearing, hearings were held on September 22 and September 26, 1983 in Newark, New Jersey, at which time the parties were given an opportunity to examine witnesses, present relevant evidence and argue orally. Both parties argued orally on September 26, 1983 and waived the filing of post-hearing briefs.

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 oral argument 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 Jersey City Board of Education is a public employer within the meaning of the Act, as amended, and is subject to its provisions.
2. The Jersey City Education Association is a public employee representative within the meaning of the Act, as amended, and is subject to its provisions.
3. The Association represents employees in three collective negotiations units, namely, Teachers, Teachers' Aides and Secretaries. The Teachers and Teachers' Aides are employed for 10 months while the Secretaries are employed for 12 months. Each unit is covered by a separate agreement. The instant dispute concerns the Secretarial unit.
4. The Association has negotiated for Secretaries since 1970. There have been six or seven collective negotiations agreements covering Secretaries since that date. As evidenced by Exhibit CP-1, which is the July 1, 1980 to June 30, 1982 collective negotiations agreement for Secretaries, and the testimony, the effective date for collective negotiations agreements covering the Secretaries has always been July 1st.
5. The Secretaries last received an increment on July 1, 1982, which was based on the salary guides in CP-1, supra.

6. The negotiations for the three successor agreements to those which expired June 30, 1982 commenced in November 1981.

7. At a meeting in the Mayor's office on February 15, 1983 the parties reached agreement covering the terms and conditions of employment for the three collective negotiations units. This agreement was reduced to a written memorandum of understanding by counsel for the Charging Party and was executed by the President of the Board, Aaron I. Schulman, and the President of the Association, Louis T. Scialli (CP-6).

8. The memorandum of understanding provided for a percentage salary increase for the years 1982-83 and 1983-84. It also provided for changes in the language in the Teachers agreement and a retroactive date of September 1, 1982 except for the Secretaries whose "adjustments take effect July 1, 1982..." The memorandum was subject to ratification by the parties.

9. The Board refused to ratify the memorandum of understanding (CP-6) at a meeting on February 16, 1983 (R-3). There was no evidence adduced as to whether the Association ever ratified the said memorandum.

10. By the time of the February 15, 1983 meeting of the parties, supra, the mediation and fact finding phases of negotiations had been concluded. Following the meeting in the Mayor's office on February 15th the parties met several times prior to March 21, 1983. On March 4, 1983 counsel for the Board gave to counsel for the Association a copy of a proposed memorandum of understanding (R-2), as to which there was some discussion among counsel. Scialli was present at this meeting. Paragraph four of the proposed memorandum of understanding (R-2) provided that the secretaries and clerks would receive no more than 7%, including increment, effective September 1, 1982. On March 8, 1983 counsel for the Board wrote to counsel for the Association confirming that a copy of the proposed memorandum of understanding had been given to counsel for the Association on March 4th, and counsel for the Board enclosed additional copies (R-2). Counsel for the Association never responded to Exhibit R-2.

11. On March 21, 1983 the final meeting of the parties to consummate the collective negotiations agreements for the three units took place at the Holiday Inn in Jersey City. At that point the only apparent obstacle to reaching total agreement was the construction of the salary guides for each of the three units. A special post-facting mediator from the Commission had agreed to attend the meeting for the purpose of lending assistance in the construction of the salary guides. At the time of the mediator's involvement in this task the parties had agreed on percentage increases for 1982-83 and 1983-84 as follows: 7.2% for 1982-83 and 9.5% for 1983-84, said increases being across-the-board for all three units.

12. At some point during the March 21st meeting the mediator completed the task of constructing the salary guides for all three units to the satisfaction of the parties. When this had been done, counsel for the Association personally wrote out a memorandum of understanding between the Board and the Association (CP-2 & CP-2A), which consisted of three parts: Item 1 -- language modifications in the Teachers agreement, effective September 1, 1982; Item 2 -- deletions from the Teachers agreement, which the Commission had decided were non-negotiable; and Item 3 -- the salaries for the personnel of all three negotiations units, as reflected in the salary guides constructed by the mediator on that date. The last page of the memorandum of understanding, under Item 2, supra, provided, as follows: "The Contract duration shall be September 1, 1982 through August 31, 1984." (Emphasis supplied). The first page of the memorandum provided that the Association would ratify on March 24th and that the Board would ratify on March 23rd. The memorandum of understanding was executed on March 21st by Scialli and Schulman on behalf of the Association and the Board, respectively, and by the mediator.

13. The Teachers ratified the memorandum at their meeting on March 24th. After a memo was sent to all Secretaries on March 25, 1983 (CP-7), the Secretaries ratified their salary guides for 1982 through 1984. The President of the Secretaries Association, in preparing the said memo (CP-7), explicitly stated that the effective

dates for the Secretarial increases were July 1, 1982 and July 1, 1983 although the salary guides themselves are not conclusive (CP-3). ^{2/}

14. The Board ratified the memorandum of understanding at its meeting on March 23, 1983, which included all three collective negotiations units (R-1 and R-4).

15. When the Secretaries learned that the Board's ratification of their salary guides was effective September 1, 1982, and not July 1, 1982, they registered an objection and, as a result, the salary guides for the Secretaries have never been implemented. The Secretaries are being compensated at the rate of their last increment of July 1, 1982. The salary guides for the units of Teachers and Teachers' Aides have been implemented in toto.

THE ISSUE

Did the Respondent Board violate Subsections(a)(6) and (7) of the Act ^{3/} by refusing to make the effective date for the Secretaries' agreement July 1, 1982 vis-a-vis the effective date of September 1, 1982 for the Teachers' agreement and the Teachers Aides' agreement?

DISCUSSION AND ANALYSIS

The Respondent Board Did Not Violate Subsection(a)(6) Of The Act When It Refused To Make The Effective Date For The Secretaries' Agreement July 1, 1982 Since There Was No Meeting Of The Minds On This Date

It is as plain as a pikestaff to the Hearing Examiner that the negotiators for the parties, and their attorneys, totally failed to resolve the issue of the effective date of the Secretaries' agreement. It is true that at the meeting in the Mayor's office on February 15, 1983 the memorandum of understanding, which resulted, provided that the Secretaries' "adjustments take effect July 1, 1982..." However, the Board refused to ratify the February 15th memorandum of understanding at a

^{2/} The Secretaries' salary guides are entitled "1982-83" and "1983-84" and do not contain an effective date.

^{3/} The Charging Party adduced no evidence, which would support a finding that the Respondent violated Subsection(a)(7) of the Act and, accordingly, the Hearing Examiner will recommend dismissal of this allegation in the Complaint.

meeting on February 16, 1983 (R-3). Thus, the February 15th memorandum of understanding is of no force or effect. Further, counsel for the Board, on March 4, 1983, gave to counsel for the Association a copy of a proposed memorandum of understanding (R-2). Paragraph 4 of this memorandum clearly provided that the secretaries and clerks' increase was to be effective September 1, 1982. Counsel for the Association never responded to this memorandum. Finally, the final memorandum of understanding (CP-2), which was executed on March 21, 1983, makes no reference whatsoever to Secretaries and provides that the effective date of the agreement "...shall be September 1, 1982 through August 31, 1984..." It is of no moment that the Secretaries thought that they were ratifying an agreement, which was effective July 1, 1982. Given such a divergence in the negotiating positions of the parties over the effective date for the Secretaries' agreement, plainly there was no meeting of the minds at any time after February 15, 1983 on the matter of the effective date for the Secretaries' agreement.

The Commission and its Hearing Examiners have had several occasions to consider and decide cases as to whether or not there was a meeting of the minds on the substantive issues in negotiations. See, for example, Mt. Olive Board of Education, P.E.R.C. No. 78-25, 3 NJPER 382 (1977); Passaic Valley Water Commission, P.E.R.C. No. 80-134, 6 NJPER 220 (1980); South Amboy Board of Education, P.E.R.C. No. 82-10, 7 NJPER 448, 451 (1981) and two Hearing Examiner decisions, which were settled before the issuance of a formal Commission decision: Union County Hospital, H.E. No. 82-18, 8 NJPER 2 (1981) and Carlstadt Board of Education, H.E. No. 83-1, 8 NJPER 465 (1982).

The Findings of Fact, supra, coupled with above Commission precedent, make it abundantly clear that there was no meeting of the minds, and thus no agreement on the effective date for the salary guides for the Secretaries. There being no meeting of the minds, there is no basis for a recommended order by the Hearing Examiner directing the Respondent Board to execute an agreement making the Secretaries agreement effective July 1, 1982.

For the foregoing reasons, the Hearing Examiner will recommend dismissal of the Subsection (a)(6) allegation in the Complaint.

* * * *

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

CONCLUSION OF LAW

The Respondent Board did not violate N.J.S.A. 34:13A-5.4(a)(6) and (7) when it refused to make the effective date for the Secretaries' agreement July 1, 1982 since there was no meeting of the minds on this date.

RECOMMENDED ORDER

The Hearing Examiner recommends that the Commission ORDER that the Complaint be dismissed in its entirety.



Alan R. Howe
Hearing Examiner

Dated: October 5, 1983
Trenton, New Jersey