

D.R. NO. 2001-10

STATE OF NEW JERSEY  
PUBLIC EMPLOYMENT RELATIONS COMMISSION  
BEFORE THE DIRECTOR OF REPRESENTATION

In the Matter of

TRENTON BOARD OF EDUCATION,

Public Employer,

-and-

TRENTON EDUCATIONAL SECRETARIES  
ASSOCIATION,

Docket No. CU-2000-22

Employee Organization,

-and-

TRENTON ADMINISTRATORS AND SUPERVISORS  
ASSOCIATION,

Intervenor.

SYNOPSIS

The Director of Representation dismisses a clarification petition which seeks to add a new community coordinator employed at the Trenton Board of Education to the Trenton Educational Secretaries' Association's secretarial unit. The Director finds that the title belongs in the Trenton Administrators and Supervisors Association's unit because: (1) the position is not secretarial in nature; (2) the administrators and supervisors' unit description already includes the generic coordinator title; and (3) the community coordinator supervises another employee and may not be placed in a nonsupervisory unit. A clarification petition may not enlarge an existing unit or create an illegally mixed unit of supervisory and nonsupervisory employees.

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Appearances:

For the Public Employer  
Sumners, George & Dortch, attorneys  
(Thomas Sumners, of counsel)

For the Employee Organization  
Bergman & Barrett, attorneys  
(Michael Barrett, of counsel)

For the Intervenor  
Robert M. Schwartz, attorney

**DECISION**

On October 25, 1999, the Trenton Educational Secretaries Association, NJEA (TESA) filed a clarification of unit petition with the Public Employment Relations Commission (Commission) seeking to have the newly created title city and community liaison services coordinator (community coordinator) employed by the Trenton Board of Education (Board) clarified into its secretarial unit. The Board

opposes the petition and argues that the community coordinator belongs in the negotiations unit represented by the Trenton Administrators and Supervisors Association (TASA). TASA was permitted to intervene in this matter based upon its most recent collective agreement with the Board, which specifically includes coordinators. N.J.A.C. 19:11-2.7(e).

An investigation has been conducted into the issue raised by the petition. N.J.A.C. 19:11-2.2 and 2.6. Two investigatory conferences were conducted by the Commission's staff agent, and the parties made written submissions. On February 28, 2001, the parties were advised of our tentative findings and conclusions and were invited to respond. No responses were received. I find that there are no substantial and material factual issues in dispute which would require a formal hearing. N.J.A.C. 19:11-2.6(e). Accordingly, the disposition of the petition is properly based on our administrative investigation, which has found the following facts.

#### FINDINGS OF FACT

TESA has a collective negotiations agreement with the Board covering the period July 1, 1998 to June 30, 2001. According to the agreement, at Article I - Recognition, the unit includes all secretaries. Specifically excluded by Article I are employees represented in other negotiations units: "Trenton Administrators and Supervisors, Trenton Education Association, attendance officers, security officers, executive secretarial unit, business and

technical unit, cafeteria, paraprofessional unit, mechanics and laborers and custodian unit."<sup>1/</sup>

At the time the petition was filed, TASA had a collective agreement in effect covering the period July 1, 1997 to June 30, 2000. TASA and the Board have since negotiated a successor agreement. TASA's unit includes:

all administrative and supervisory personnel with ...titles of payroll supervisor, coordinator, supervisor, vice principal, elementary principal, middle school principal, director and high school principal. (emphasis added)

TASA's unit includes both certificated and non-certificated administrators and supervisors.<sup>2/</sup>

The Board created the new position, city and community liaison services coordinator, in the fall of 1999, when Dr. Robert Lytle was appointed as superintendent. Cordelia Stanton, whose former position had been in the TESA unit, was promoted into the new community coordinator position in or about October 1999. She reports directly to the superintendent. The Board submitted a job description for the community coordinator which identifies

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<sup>1/</sup> The recognition clause does not specifically identify the titles included in TESA's unit. The recognition clause at paragraph "A" states that the Board recognizes TESA as the representative "...for all personnel regularly employed ...excluding..." and then lists the above excluded categories. At paragraph "D" the recognition article notes that "...the term 'employee' and 'secretary'...shall refer to those employees identified in the negotiating unit defined herein."

<sup>2/</sup> There are seven other coordinators in the TASA unit whose job descriptions vary. These positions are not in dispute.

qualifications, goals and duties. The Board asserts, and the parties do not dispute, that the job description accurately reflects the duties of the position. The community coordinator is required to be a well-respected Trenton resident with relevant job-related experience, effective communication skills, extensive experience in community organizations and superior organizational skills.

Stanton's job goals are:

to represent the interests of the Trenton public schools through the office of the superintendent to the community and through regular interaction with the City of Trenton's executive, legislative and administrative offices and Trenton community stakeholders.

The community coordinator's responsibilities include coordinating staff/student recognition programs, community events and public forums; working closely with the Board secretary and media relations officer; cooperating with building principals to increase public awareness of school events; coordinating outreach strategies for building home and school relationships; serving as the Board's liaison to the community; serving as the Board's liaison to agencies and groups interested in adult, community and continuing education programs; assisting in the preparation of the annual report; assisting in surveys on important educational issues; and advising the superintendent on matters involving school/community relations.

Stanton had performed some of the community coordinator's duties as a secretary in the superintendent's office. During that time, she was a member of TESA's negotiations unit. TESA asserts

that Stanton continues to do some typing. It notes that Stanton has recently typed memoranda for the superintendent's signature.

The Board asserts that the community coordinator's duties are administrative in nature and not secretarial. The Board submitted three job descriptions for TESA unit titles: administrative II secretary, administrative I secretary and senior secretary. These job descriptions show that, unlike the community coordinator, the majority of the secretarial titles' duties involve typing, preparing and handling correspondence, scheduling meetings, contacting parents, receiving and directing calls and visitors and maintaining files.

A semi-annual report of Stanton's activities covering November 1999 to April 2000, shows that she created an events calendar; coordinated various achievement and recognition programs; represented the district with volunteer and non-profit services organizations; participated in or arranged for the district's participation in a variety of community engagements and events; and planned conferences. The community coordinator does not perform secretarial duties. TASA asserts, and the other parties do not dispute, that Stanton supervises and observes one secretary and has the authority to recommend the hiring or termination of the employee in that position.

#### ANALYSIS

A clarification of unit petition is used to resolve questions concerning the scope of a collective negotiations unit

within the framework of the provisions of the Act, the unit definition contained in a Commission certification or as set forth in the parties' recognition agreement(s). In Clearview Reg. Bd. of Ed., D.R. No. 78-2, 3 NJPER 248, 251 (1977) the Director noted that a clarification of unit petition is appropriate for new titles whose creation occurred after the execution of the parties' most recent contract. I find that this clarification of unit petition is procedurally appropriate. The most recent contract between TESA and the Board is effective from July 1, 1998 to June 30, 2001; the community coordinator was created in or around fall 1999. The Board placed the position into TASA's unit. TESA acted promptly to add the position to its unit by filing the instant clarification petition. It did so prior to the execution of a successor collective agreement with the Board for its unit.

The issue presented by the petition is whether the community coordinator should be placed in the collective negotiations unit currently represented by TESA or TASA. TESA argues that the title belongs in its secretarial unit; the Board and TASA argue that the position belongs in TASA's unit. TESA admits that Stanton's community liaison duties expanded in the fall 1999 under the then new superintendent, but it argues that the community coordinator's duties are qualitatively more like those of other TESA unit titles and are secretarial in nature. TESA bases its argument on the contention that Stanton has typed memoranda for the superintendent's signature.

TASA asserts that the community coordinator should remain in its unit because the terms of its recognition clause includes coordinators; the coordinator's duties are administrative in nature and, like other unit positions, the community coordinator is a non-certificated central office position. TASA noted that Stanton has the authority to recommend the hiring or termination of the secretary she supervises and observes.

The Board relied upon the official job description and semi-annual report for November 1999 to April 2000, identifying duties which are oriented entirely to establishing and maintaining relationships to the community through Board participation in civic, parental, volunteer, and city government activities. TESA does not refute the accuracy of the above documents as representative of Stanton's duties. I find that the community coordinator is primarily administrative in that it supports the Board's public relations function. Stanton's job duties do not support a conclusion that the position performs primarily secretarial duties. TESA's unit titles are exclusively secretarial; TASA's unit is administrative and includes the generic coordinator classification. A clarification petition may not be used to expand the scope of a unit definition. See Clearview and Wayne Bd. of Ed., D.R. No. 80-6, 5 NJPER 422 (¶10221 1979), adopted P.E.R.C. No. 80-94, 6 NJPER 54 (¶11028 1980). In Barnegat Tp. Bd. of Ed., D.R. No. 84-15, 10 NJPER 54 (¶15029 1983), we held that for titles to be clarified into a unit, they must be identified as being within the scope of the



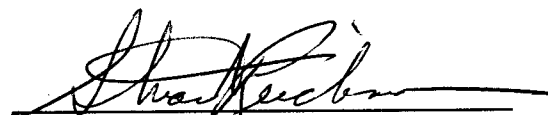
unit. There, we declined to add classroom aides and library technicians to a secretarial unit based, in part, on the fact that the titles were not encompassed within the definitional scope of the secretarial unit and did not perform secretarial duties.

Based upon the above submissions, I find that the community coordinator does not primarily perform secretarial duties and does supervise one other employee. The fact that the community coordinator may occasionally type a document does not make her a secretary or fit the unit definition for employees included in TESA's unit. In addition, TASA's unit description includes coordinators and appears to include supervisors. Placing a supervisory position into TESA's nonsupervisory unit would create an illegally mixed unit under N.J.S.A. 34:13A-5.3, which provides that supervisors do not "have the right to be represented in collective negotiations by an employee organization that admits nonsupervisory personnel to membership." See also N.J.S.A. 34:13A-6(d). Based upon all the above, the city and community liaison services coordinator is inappropriate for the TESA unit and, therefore, should remain in the unit represented by TASA.

ORDER

The petition is dismissed.

BY ORDER OF THE DIRECTOR  
OF REPRESENTATION

  
Stuart Reichman, Director

DATED: March 16, 2001  
Trenton, New Jersey