# STATE OF NEW JERSEY BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

SPRINGFIELD BOARD OF EDUCATION,
Public Employer

-and-

Docket No. RO-644

SPRINGFIELD EDUCATIONAL SECRETARIES ASSOCIATION,

Petitioner

#### SYNOPSIS

The Executive Director directs an election in a unit of secretarial employees employed by a board of education. The sole contested issue related to whether or not the secretary to the Assistant Superintendent in Charge of Curriculum is a confidential employee. The Hearing Officer recommended that the disputed secretary is not a confidential employee and should accordingly be included in the unit. In the absence of exceptions, the Executive Director adopts the Hearing Officer's Report and Recommendations pro forma.

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## DECISION AND DIRECTION OF ELECTION

Pursuant to a Notice of Hearing to resolve a question concerning the representation of certain employees of the Springfield Board of Education, a hearing was held before Hearing Officer Robert M. Glasson at which all parties were given an opportunity to examine and cross-examine witnesses, to present evidence, to argue orally and to file briefs. Thereafter, on July 26, 1974, the Hearing Officer issued his Report and Recommendations. Exceptions were not filed to the Hearing Officer's Report and Recommendations. The undersigned has considered the record and the Hearing Officer's Report and Recommendations and, on the facts in this case, finds:

- 1. The Springfield Board of Education is a Public Employer within the meaning of the Act and is subject to its provisions.
- 2. The Springfield Educational Secretaries Association is an employee representative within the meaning of the Act.
- 3. The Public Employer having refused to recognize the employee representative as the exclusive representative of certain employees, a question concerning the representation of public employees exists and the matter is appropriately before the undersigned for determination.

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4. The Hearing Officer found that the secretary to the Assistant Superintendent in Charge of Curriculum was not a confidential employee. He recommended that this title be included in the unit sought by the petitioner. There was no other issue in this proceeding. In the absence of Exceptions to the Hearing Officer's Report and Recommendations, attached hereto and made a part hereof, the undersigned adopts the Hearing Officer's Report and Recommendations pro forma.

- 5. Accordingly, the undersigned finds the appropriate collective negotiating unit is: "All secretarial employees of the Springfield Board of Education excluding the secretary to the Superintendent of Schools, the secretary to the Secretary of the Board of Education, professional employees, police, managerial executives, confidential employees, craft employees, and supervisors within the meaning of the Act."
- 6. The undersigned directs that a secret-ballot election be conducted in the unit found appropriate. The election shall be conducted no later than thirty (30) days from the date set forth below.

Those eligible to vote are employees set forth above who were employed during the payroll period immediately preceding the date below, including employees who did not work during that period because they were out ill, or on vacation, or temporarily laid off, including those in military service. The Commission requires the submission of an alphabetical list of all eligible voters along with their job titles at least seven days prior to the election. Accordingly, the public employer is hereby directed to submit such list to the Executive Director and to the employee organization which will appear on the ballot as set forth below. Employees must appear in person at the polls in order to be eligible to vote. Ineligible to vote are employees who quit or

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were discharged for cause since the designated payroll period and who have not been rehired or reinstated before the election date.

Those eligible to vote shall vote on whether or not they desire to be represented for the purpose of collective negotiations by the Spring-field Educational Secretaries Association.

The majority representative shall be determined by a majority of the valid ballots cast. The election directed herein shall be conducted in accordance with the provisions of the Commission's Rules and Regulations and Statement of Procedure.

BY ORDER OF THE EXECUTIVE DIRECTOR

Jeffrey B. Tener

DATED: Trenton, New Jersey August 27, 1974

# STATE OF NEW JERSEY PUBLIC EMPLOYMENT RELATIONS COMMISSION

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SPRINGFIELD BOARD OF EDUCATION,

Public Employer,

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Docket No. RO-644

SPRINGFIELD EDUCATIONAL SECRETARIES ASSOCIATION,

Petitioner,

## APPEARANCES:

Zachary Schneider, Esquire
Attorney for the Public Employer

Joel Selikoff, Esquire
Attorney for the Petitioner

#### HEARING OFFICER'S REPORT AND RECOMMENDATIONS

A petition was filed with the Public Employment Relations

Commission on April 16, 1973 by the Springfield Educational Secretaries

Association, affiliated with the New Jersey Education Association (hereinafter the "Association"), seeking to represent all secretarial employees

of the Springfield Board of Education (hereinafter the "Board"), with the

exception of the secretary to the Superintendent of Schools and the secretary to the Secretary of the Board of Education. Pursuant to a Notice of

Hearing dated June 20, 1973 and two subsequent Orders Rescheduling Hearing

dated June 26, 1973 and August 7, 1973, a hearing was held before the undersigned Hearing Officer on September 13, 1973 in Newark, New Jersey at which

all parties were given an opportunity to examine and cross-examine witnesses,

to present evidence and to argue orally. Pursuant to a request of the

Association, the time for the filing of briefs was extended to January 4,

1974, at which time the Association did file a brief. Upon the entire record

in the proceeding, the Hearing Officer finds:

- 1. The Board is a Public Employer within the meaning of the New Jersey Employer-Employee Relations Act and is subject to the provisions of the Act.
- 2. The Association is an Employee Representative within the meaning of the New Jersey Employer-Employee Relations Act and is subject to the provisions of the Act.
- 3. The Board disagrees with the Association with respect to the inclusion of the position of Secretary to the Assistant Superintendent in the unit petitioned for. Therefore, there is a question concerning representation and the matter is appropriately before the Hearing Officer for Report and Recommendations.
- 4. The sole question to be determined in this proceeding is whether or not the position of Secretary to the Assistant Superintendent of Schools is a confidential position. If found to be confidential, the position shall be excluded since confidential employees shall not be included in units of non-confidential employees.

#### BACKGROUND

The Association requested recognition as the majority representative on December 15, 1972 and the Board declined recognition on or about March 7, 1973. The employees included within the petition of the Association have not previously been represented by any other employee organization. In its petition the Association originally sought recognition as the exclusive representative of all secretaries and clerks employed by the Board. At the hearing the Association amended the petition to exclude the position of secretary to the Superintendent of Schools and secretary to the Secretary of the Board of 1/Education.

<sup>1/</sup> Transcript, pg. 8.

The holder of the position of secretary to the Assistant Superintendent of Schools has been employed by the Board for ten years, of which the past seven have been in her current position. The record indicates that the holder of the position of Assistant Superintendent of Schools has held that position for a period of six years. In order to make a determination in this proceeding, it is incumbent upon the undersigned to closely examine the position of Assistant Superintendent of Schools.

## POSITION OF THE PUBLIC EMPLOYER

The Board states that the Assistant Superintendent of Schools is a member of the Board's "management team" with responsibility in the area of labor relations; hence the position of secretary to the Assistant Superintendant should be excluded as a confidential position. The Board states that they oppose the inclusion of the secretary to the Assistant Superintendent in the unit requested for the following reasons:

1. The Board states that the Assistant Superintendent is regularly called upon to act as Superintendent during the absence of the Superintendent of Schools. The Board contends that during these periods as Acting Superintendent he has been called upon to participate in labor negotiations and in the formulation of labor relations policies. With respect to the grievance procedure, the Board asserts that the Assistant Superintendent has been involved in the processing and settling of grievances during this period. The Board further states that even after serving as Acting Superintendent he has been called upon to participate in negotiating sessions between certified employee representatives and the Board.

In particular, the Board relates the involvement of the Assistant

The record indicates that the Assistant Superintendent served as Acting Superintendent for a period of four months while a successor was being chosen for the position. In addition, he served as Acting Superintendent for a period of six weeks while the Superintendent was absent.

Superintendent in the formulation of the <u>Proposed Administrative Handbook for Office Personnel</u>. The Assistant Superintendent testified that the "handbook" provides administrative guidelines for secretarial staff, including: the hours, time of departure prior to holidays, working conditions, and vacation. With respect to the "handbook" the Board argues that while involved in the preparation of the "handbook" and prior to the issuance of such to the secretaries, the Assistant Superintendent maintained a copy of such along with certain notes which were accessible to his secretary. The Board points out that the Assistant Superintendent's secretary has access to all materials contained within his office and his desk.

- 2. The Assistant Superintendent testified as to his involvement in the Teacher-Administrator Board Committee (TAB). He states that his involvement with this committee creates an "inhibiting factor" in his delegation of assignments to his secretary. He states that rather than dictate this information to his secretary he would write it out in longhand and submit it to the Superintendent. The Board further asserts that the Assistant Superintendent is involved in the formulation of "budgetary allocations" and employment of personnel in the school district. Specifically, the Moard states that the Assistant Superintendent makes recommendations concerning the hiring and retention of teaching personnel, teacher-aides, and substitute teachers. Similarly, the Board points to the inhibiting effect upon the Assistant Superintendent in transcribing notes in this regardand because of such he has utilized resources other than his secretary.
- 3. With respect to the evaluation of employees' salaries and fringe benefits, the Board states that the Assistant Superintendent has been

<sup>3/</sup> Exhibit P-1 in evidence.

The Teacher-Administrator Board Committee is provided for in the contract between the Board and the Springfield Education Association. Testimony indicates that the function of "TAB" is to mutually settle problems in the school district without resorting to the grievance procedure.

called upon to make a comparison of working conditions of teacher-aides in other school districts. In addition, the Board states that the Assistant Superintendent is involved in the "compilation and evaluation of personnel records." The Board states that the Assistant Superintendent, in the absence of the Superintendent of Schools, is "consulted by the Board with reference to personnel matters."

4. In summary, the Board maintains that the Assistant Superintendent participates with the Board in negotiations, the processing of grievances, the hiring, retention, discharge, and evaluation of personnel, and the formulation and allocation of the budget. Furthermore, the Board asserts that the physical accessibility of the Assistant Superintendent's files, coupled with his above-cited labor relations responsibilities, requires a finding that his secretary is a confidential employee and accordingly must be excluded from the negotiating unit.

#### POSITION OF EMPLOYEE REPRESENTATIVE

The Association contends that the position of secretary to the Assistant Superintendent is not a confidential position; therefore, the position should be included in the negotiating unit with other non-confidential employees for the following reasons:

1. The Association asserts that the Assistant Superintendent 5/
in Charge of Curriculum is not regularly engaged in the formulation and
effectuation of labor relations policies regarding personnel employed by
the Board. The Association introduced into evidence a position description
issued by the Office of the Superintendent of Schools for the position of

6/
Assistant Superintendent in Charge of Curriculum. The Association maintains

The Assistant Superintendent testified that his title is Assisant Superintendent in Charge of Curriculum. (Tr. 10)

<sup>6/</sup> PO-1 in evidence, Tr. pg. 30.

that an examination of the above description reveals no reference to labor  $\frac{7}{}$  relations responsibilities.

With respect to the issue of assuming the posttoon of Acting Superintendent the Association argues that, "with the exception of these periods /reference to the absence of the Superintendent of Schools, the evidence reveals that to the extent he participated in the labor relations process at all, such participation is sporadic, involves a periodic and irregular data collection role; and thus his duties fall far short of those of one who meets the standards mentioned in the Montclair, Plainfield and West Milford cases." In support of the above, the Association takes notice of the Assistant Superintendent's testimony to the effect that he did not attend negotiations on a regular basis. With respect to his participation in the grievance procedure, the Association contends that his involvement has been "nebulous and extremely limited." Further, the Association maintains that the Assistant Superintendent's role in the grievance procedure is confined to a data gathering role in that he does not regularly dictate materials to any clerical employee as a result of his discussion of grievances with the Superintendent. Moreover, the Association argues that grievances are not submitted directly to the Assistant Superintendent, but rather to the Superintendent pursuant to the grievance procedure. Finally, in this regard, the Association states that the evidence pertinent to the role of the

The Board argues that the position description does not accurately reflect the responsibilities of the Assistant Superintendent.

Reference is to the following decisions:

In the Matter of Board of Education of the Town of

In the Matter of Board of Education of the Town of Montclair and Montclair Education Association, U.D. No. 23.

In the Matter of Plainfield Board of Education and Plainfield Association of Educational Secretaries, E.D. No. 1.

In the Matter of Board of Education of the Township of West Milford and West Milford Education Association, P.E.R.C. No. 56.

Assistant Superintendent in the administration and resolution of grievances fails to indicate that the Assistant Superintendent "formulates, determines or effectuates grievance strategy."

With respect to the role of the Assistant Superintendent in the formulation of the Proposed Administration Handbook for Office Personnel, the Association maintains that the handbook is a compilation of previously promulgated rules concerning working conditions of which the clericals were previously aware. The Association, in response to the Board's contention that the Assistant Superintendent was called upon to make a comparison of working conditions of teacher-aides in other school districts, argues that his testimony was limited to his involvement in the gathering of data regarding the working conditions of teacher-aides in Union County.

The Association asserts that the Assistant Superintendent's interviewing of candidates for teaching substitute and teaching positions has no bearing in this proceeding since substitutes are not members of a negotiating unit and in the case of teacher applicants, are not members of the negotiating unit at the time of the Assistant Superintendent's involvement; therefore, such involvement would have no bearing from a labor relations standpoint in this matter. In the area of budget preparation, the Association argues that the testimony reveals that the area of the budget with which the Assistant Superintendent is involved is not concerned with the terms and conditions of employment, but rather with allocations of working time and funds for particular academic programs.

The Association further asserts that the position of secretary to the Assistant Superintendent is not confidential, as there is no requirement that she regularly "deal with and work on material relating to labor The Association also cites in this regard, West Milford, supra.

relations matters in the normal course of her duties." In sppport of this the Association cites <u>West Milford</u>, <u>supra</u>, where "clericals classified as confidential, regularly prepared budgetary labor relations data; regularly worked on and prepared reports, data, and information for collective negotiations". Further, the Association cites <u>West Milford</u>:

"In the course of the performance of such duties, and as a result thereof, they regularly had access to and knowledge of such information."

In both the <u>Plainfield</u> and <u>Montolair</u> cases, <u>supra</u>, the Association contends that confidential employees were found to be those who performed clerical work requiring access to labor relations policy material and infformation because such work involved evaluation of salary and fringe benefits, studies involving comparisons of terms and conditions of employment in other school districts, minutes of closed board meetings, and correspondence withth board members concerning labor relations policy. With regard to the aforementioned, the Association argues that the above must be contrasted with the duties of the secretary to the Assistant Superintendent in the instant matter. The Association asserts that the evidence indicates that up to the time of the instant hearing, her duties did not require her to regularly work on and have access to labor relations material or information.

With respect to the issue of physical access to confidential information the Association submits that physical access is not enough to render an employee confidential without evidence that the employee utilizes that access as a regular part of her clerical duties.

The Association lastly maintains that the testimony indicates that the only conclusion that one can reach on the issue of why the secretary to the Assistant Superintendent has not dealt with labor relations materials and information as a normal part of her duties, is that her duties

did not require her to perform such work or to be exposed to such materials and information.

### ISSUES

As previously stated, the sole issue to be determined in this proceeding is whether or not the position of secretary to the Assistant Superintendent of Schools is a confidential position.

The Executive Director, in <u>Plainfield Board of Education and</u>

<u>Plainfield Association of Educational Secretaries</u>, E.D. No. 1, stated that:

It is axiomatic that those charged with the responsibility for negotiations or the formulation of labor relations policy may not be included in the same unit as those affected by such negotiations or such policy. To include both sides of the negotiating table in one unit would be the clearest conflct of interest and would effectively interfere with the purpose of this Act which provides for good faith negotiations. Similarly, secretarial employees who act in a confidential capacity to a member of management's team who is involved in the formulation of labor relations policy and who is privy to information concerning such matters would have the same conflict of interest. (Emphasis added) 10/

The Commission, in <u>Board of Education of the Township of West</u>

<u>Milford and West Milford Education Association, Inc.</u>, P.E.R.C. No. 56 found that:

These three secretaries work for and with those at a management level who share with the Board responsibility for personnel and labor relations policies, and by virtue of that relationship, these three secretaries have, in the course of their normal duties, access to and knowledge of such policy information. 12/

In the Matter of Plainfield Board of Education and Plainfield Association Of Educational Secretaries, E.D. No. 1, pg. 2-3.

Reference is to the secretary and assistant secretary to the Superintendent and the secretary to the Business Administrator-Board Secretary.

In the Matter of Board of Education of the Township of West Milford and West Milford Education Association, Inc., P.E.R.C. No. 56, pg. 3.

The Public Employment Relations Commission has recently adopted within the Rules and Regulations of the Commission a definition of the term  $^{\circ}$ confidential employee."

"Confidential employee" means any employee for whom a principal duty is to assist and act in a confidential capacity to persons who formulate, determine and effectuate management policies in the area of labor relations. "Confidential employees" shall not be included in units of non-confidential employees. The term "confidential employee" shall be narrowly construed.

#### DISCUSSION

In order to make a detemination in this proceeding the undersigned Hearing Officer, keeping in mind the arguments of both the Board and the Association, must examine the following criteria: (1) whether or not the Assistant Superintendent in Charge of Curriculum is a person who formulates, determines and effectuates management policies in the area of labor relations; and (2) whether the secretary to the Assistant Superintendent assists and acts in a confidential capacity to persons who formulate, determine and effectuate management policies in the area of labor relations.

With respect to the first criterion of "formulate, determine and effectuate management polices in the area of labor relations" an examination of the record reveals the following:

Firstly, the Board maintains that the Assistant Superintendent is regularly called upon to ast as Superintendent during the absence of the Superintendent of Schools and that during these periods he is called upon to participate in labor negotiations including the formulation of labor relations policies. Testimony of the Assistant Superintendent indicates that during his

<sup>13/</sup> The Public Employment Relations Commission, pursuant to authority of N.J.S.A. 34:13A-11, adopted the above definition to be effective March 7, 1974.

tenure as Amting Superintendent he utilized the services of the secretary to the Superintendent. The record is devoid of any evidence to indicate that the Assistant Superintendent utilized the services of his secretary during this period.

Testimony by the Assistant Superintendent indicates that he has no clear recollection of his secretary's involvement in any matters dealing The Assistant Superintendent did testify that his with labor negotiations. secretary proof-read and typed the final agreement between the Brard and the Springfield Education Association in order that the completed agreement could be sent to the printer. The record indicates that during the absence of the Superintendent the Assistant Superintendent's involvement in negotiations was minimal at best. Involvement in the collective negotiations process must be in the nature of direct involvement so that this involvement is part of the decision-making process therein. The record is devoid of any testimony that would indicate that the Assistant Superintendent is required to participate in direct negotiations. In fact, the record indicates that the Assistant Superintendent is not required to regularly attend Board of Further, there is nothing to indicate that the Board Education meetings. of Education in the future will have a need to include the Assistant Superintendent on its negotiating team. With respect to the process of collective negotiations the undersigned finds that the nature and scope of the Assistant Superintendent's responsibility and involvement is de minimus.

An additional factor for consideration is that a person be required to participate in the administration of agreements provided that such

<sup>14/</sup> Transcript, pg. 34.

<sup>15/</sup> Transcript, pg. 36.

<sup>16/</sup> Transcript, pg. 67.

participation is not of a routine or clerical nature and requires the use of independent judgement. Testimony on the record indicates that the Assistant Superintendent is not required to participate in the process of administrating agreements between the Board and certified employee representative. The Assistant Superintendent testified that his role in grievance matters is confined to "gathering any information that is relevant to that grievance." The record is abundantly clear that the Assistant Superintendent does not exercise the requisite degree of independent judgement necessary for a finding that he is a "person who formulates, determines and effectuates management policies in the area of labor relations."

With respect to the Assistant Superintendent's role in the formulation of the Proposed Administrative Handbook for Office Personnel, Examination of the "handbook", coupled with the testimony of the Assistant Superintendent, reveals that the "handbook" is a compilation of previously adopted Board policies. In this regard it should be pointed out that the Assistant Superintendent testified that the office personnel had knowledge of the policies contained within the "handbook" prior to its adoption by 19/the Board.

The Assistant Superintendent testified that there exists an "inhibiting factor" in the delegation of certain assignments to his secretary. He points out that this has prevented him from utilizing his secretary on matters that are of a "confidential nature." In addition, the Board argues that the secretary to the Assistant Superintendent has access to the Assistant Superintendent's deak and files. The issue of

<sup>17/</sup> Transcript, pg. 108.

<sup>18/</sup> Transcript, pg. 108.

 $<sup>\</sup>overline{19}$ / Transcript, pg. 105.

access to confidential material was considered by the Hearing Officer in West Milford, supra:

"It is true that the individual might have access to information that should not be discussed, publicized, etc. This inheres to the job of secretary. However, the relevant consideration is whether or not the individuals in question have access to confidential information having a direct bearing on collective negotiations and the labor relations function of the Public Employer." 20/

In order to rule on the issue of "accessibility" it is necessary to first prove that the Assistant Superintendent "formulate, determine, and effectuate management polices in the area of labor relations."

The Board states that the Assistant Superintendent is engaged in areas which are common to the field of personnel administration --- evaluation of personnel; hiring, retention, and discharge of personnel; evaluation of salaries and fringe benefits in other school districts; formulation of budgetary allocations and compilation and evaluation of personnel records.

With respect to the function of hiring of personmel, specifically teacher candidates, the record indicates that the Assistant Superintendent's responsibility is confined to conducting the initial interview and the "gathering of background information". Testimony of the Assistant Superintendent indicates that the Superintendent makes the decision on hiring and that the Assistant Superintendent would consult with the Superintendent. Recommendations emanating from the initial interview of teacher candidates are not always in writing and there is no evidence to indicate what effect they have in the final analysis. There is no evidence on the record to substantiate the Board's contention that the Assistant Superintendent is

<sup>20/</sup> West Milford, supra, pg. 4. 21/ Transcript, pg. 57.

responsible for the evaluation of personnel as it may affect the retention of such personnel. This also applies to the discharge of personnel.

As to the function of evaluation of salaries and fringe benefits the record indicates that the Assistant Superintendent's responsibilities in this area are limited to sporadic assignments from the Superintendent of Schools. Surveying salaries and fringe benefits of teacher-aides in other school districts is nothing more than a clerical function. There is no evidence that the Assistant Superintendent's secretary has been involved in any of the above but it is important to note the Commission's experience:

It may be that the lowest clerk would, as part of that job, record or assemble data which the Board may consider confidential for a variety of reasons and which may later become a factor in that decision, but there is no reason why the performance of that collection function should disqualify one from the possibility of representation. 22/

The Commission further stated:

Mere knowledge of raw information acquired in the process would not ordinarily tend to compromise management's right to confidentiality in matters of policy affecting negotiations or contract administration. 23/

In view of the above, it does not follow that the Assistant Superintendent's sporadic responsibilities in the areas enumerated above would place his secretary in a confidential position. The Commission's findings in <u>West Milford</u> indicate that, even if the Assistant Superintendent's secretary's responsibilities included the actual data collection, a finding of confidential would be inapposite.

The Board points out that the Assistant Superintendent participates in the preparation of the budget; however, the record is ambiguous as to

<sup>22/</sup> West Milford, supra, pg. 3.

<sup>23/</sup> West Milford, supra, pg. 3.

the extent of his involvement and the effect that this involvement has on the Board of Education which is ultimately responsible for the preparation of the budget. The record indicates that he is not required to attend Board of Education meetings nor is he charged with major responsibility in the formulation or preparation of the budget. His involvement is confined to consultation with the Superintendent of Schools in certain areas of the budget and the record does not indicate that this is related to the labor relations function of the Board.

The Association introduced into evidence a position description of the Assistant Superintendent in Charge of Curriculum. The Board argues that the position description does not accurately reflect the responsibilities of the Assistant Superintendent; although the Assistant Superintendent testified that he did "generally" perform the functions outlined within the description. Without commenting on the question of whether or not the position description is current, the undersigned finds that the position description contains no reference to responsibilities which are in the area of labor relations.

In conclusion, for the reasons set forth above I find that the Assistant Superintendent of Schools is not a person who "formulates, determines, and effectuates management policies in the area of labor relations." Having found that the Assistant Superintendent does not meet the above test it follows that the secretary to the Assistant Superintendent of Schools is not an employee for whom a principal duty is to assist and act in a confidential dapacity to persons who formulate, determine, and effectuate management policies in the area of labor relations.

<sup>24/</sup> Transcript, pg. 95.

RECOMMENDATIONS

Based on the foregoing and the official record of these proceed-

ings, the undersigned recommends:

That a secret-ballot election be conducted among employees

as hereinafter delineated in the designated appropriate unit, and the date

for the election shall be set by the Public Employment Relations Commission.

2. The appropriate unit shall be: "All secretarial employees of

the Springfield Board of Education excluding the secretary to the Superin-

tendent of Schools, the secretary to the Secretary of the Board of Education,

professional employees, police, managerial executives, confidential employees,

craft employees, and supervisors within the meaning of the Act."

3. Those eligible to cast ballots in this election shall vote on

whether or not they desire to be represented for purposes of collective nego-

tiations by Springfield Educational Secretaries Association affiliated with

the New Jersey Education Association.

The election shall be conducted in accordance with the provi-

sions of the Commission's Rules and Regulations and Statement of Procedure.

Wohat M. Glanon

Hearing Officer

DATED:

July 26, 1974

Trenton, New Jersey