

P.E.R.C. NO. 90-85

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

MIDDLESEX COUNTY UTILITIES  
AUTHORITY,

Respondent,

-and-

Docket No. CI-H-89-94

KEITH SZATKOWSKI,

Charging Party.

SYNOPSIS

The Chairman of the Public Employment Relations Commission, pursuant to authority granted to him by the full Commission in the absence of exceptions, dismisses a Complaint based on an unfair practice charge filed by Keith Szatkowski against the Middlesex County Utilities Authority. The Chairman found that the charging party failed to prove that the Authority discriminated against Szatkowski by failing to place him at maximum pay after 18 months or by denying him tuition reimbursement in retaliation for his union organizing.

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KEITH SZATKOWSKI,

Charging Party.

Appearances:

For the Respondent, Wilentz, Goldman & Spitzer, Esqs.  
(Glen D. Savits, of counsel)

For the Charging Party, Carlton Steger, AFSCME Staff  
Representative

DECISION AND ORDER

On June 26, 1989, Keith Szatkowski filed an unfair practice charge against the Middlesex County Utilities Authority. The charge alleges that the Authority violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically subsections 5.4(a)(1), (3) and (5),<sup>1/</sup> when it failed to place the charging

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<sup>1/</sup> These subsections prohibit public employers, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this act. (3) Discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage employees in the exercise of the rights guaranteed to them by this act. (5) Refusing to negotiate in good faith with a majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit, or refusing to process grievances presented by the majority representative."

party at the top of the salary scale allegedly in retaliation for his organizing activity among the Authority's employees.

On August 3, 1989, a Complaint and Notice of Hearing issued. The Authority requested that an earlier statement of position be treated as its Answer. The Authority denied promising the charging party that he would reach maximum pay after 18 months, denied discriminating against him and stated that he received raises commensurate with raises received by other employees.

On September 20, 1989, Hearing Examiner Susan Wood Osborn conducted a hearing.<sup>2/</sup> The parties examined witnesses and introduced exhibits. They waived oral argument, but filed post-hearing briefs.

On January 24, 1990, the Hearing Examiner recommended dismissing the Complaint. H.E. No. 90-35, 16 NJPER \_\_\_\_ (¶\_\_\_\_ 1990). She found that the Authority had not discriminated against the charging party by not placing him at maximum pay after 18 months and that his salary progression was comparable to other employees. She also found that the Authority did not deny him course reimbursement because of his union activities.

The Hearing Examiner served her decision on the parties and informed them that exceptions were due on February 9, 1990. Neither party filed exceptions or requested an extension of time.

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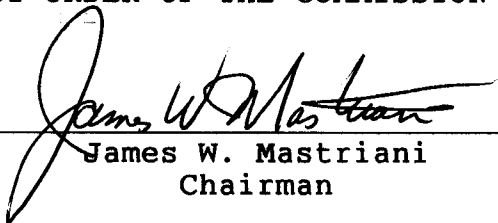
<sup>2/</sup> At the hearing the charging party amended his charge to allege that he was discriminatorily denied college tuition reimbursement. The Authority amended its Answer to state that the charging party was denied reimbursement because the course was irrelevant to his duties.

I have reviewed the record. The Hearing Examiner's findings of fact (H.E. at 3-13) are accurate. I incorporate them here. Acting pursuant to the authority granted to me by the full Commission in the absence of exceptions, I find that the charging party failed to prove that the Authority discriminated against him by not placing him at maximum pay after 18 months or that it denied him tuition reimbursement in retaliation for his union organizing.

ORDER

The Complaint is dismissed.

BY ORDER OF THE COMMISSION

  
James W. Mastriani  
Chairman

DATED: Trenton, New Jersey  
March 12, 1990

H.E. NO. 90-35

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

In the Matter of

MIDDLESEX COUNTY UTILITIES AUTHORITY,

Respondent,

-and-

Docket No. CI-H-89-94

KEITH SZATKOWSKI,

Charging Party.

SYNOPSIS

The Hearing Examiner recommends the Commission dismiss Keith Szatkowski's Complaint alleging the Middlesex Utilities Authority failed to place him at maximum salary and refused his tuition reimbursement request in retaliation for his involvement in a union organizing drive. The record showed no direct or circumstantial evidence that the Authority's failure to advance Szatkowski to maximum after 18 months service or its denial of his tuition request was motivated by his union organizing activities. Rather, the evidence demonstrated that Szatkowski's salary progression was comparable to other employees and he would not have been advanced to maximum pay after 18 months service even absent his protected activities. Further, the record shows that the Authority denied his tuition reimbursement because the course was not sufficiently related to the Authority's operations.

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. 90-35

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

In the Matter of

MIDDLESEX COUNTY UTILITIES AUTHORITY,

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Appearances:

For the Respondent  
Wilentz, Goldman & Spitzer, Esqs.  
(Glen D. Savits, of counsel)

For the Charging Party  
AFSCME Council 73  
(Carlton Steger, Staff Representative)

HEARING EXAMINER'S REPORT AND RECOMMENDED DECISION

On June 26, 1989, Keith Szatkowski ("Szatkowski") filed an Unfair Practice Charge with the Public Employment Relations Commission ("Commission"). Szatkowski alleges that the Middlesex County Utilities Authority ("Authority") violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically subsections 5.4(a)(1), (3), (5) and (7)<sup>1/</sup> when it

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<sup>1/</sup> These subsections prohibit public employers, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this act. (3) Discriminating in

Footnote Continued on Next Page

failed to place him at the top of the salary scale as promised in retaliation for his involvement in an organizing campaign to unionize the Authority's employees.

A Complaint and Notice of Hearing issued on August 3, 1989. On August 18 the Authority filed an answer relying on its July 20 position statement and affirmative defenses. The Authority denied promising Szatkowski that he would reach maximum pay after 18 months, denied discriminating against him and stated that Szatkowski received raises commensurate with other employees.

On September 20, 1989, I conducted a hearing. At the hearing, I permitted Szatkowski to amend the charge to also allege he was discriminatorily denied college tuition reimbursement in retaliation for his union activities. I also permitted the Authority to amend its Answer stating Szatkowski was denied course reimbursement because the course was not relevant to his duties at the Authority. The parties examined witnesses and introduced

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1/ Footnote Continued From Previous Page

regard to hire or tenure of employment or any term or condition of employment to encourage or discourage employees in the exercise of the rights guaranteed to them by this act. (5) Refusing to negotiate in good faith with a majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit, or refusing to process grievances presented by the majority representative. (7) Violating any of the rules and regulations established by the Commission."

exhibits.<sup>2/</sup> Both parties filed post-hearing briefs on November 8.

Upon the entire record, I make the following:

FINDINGS OF FACT

1. Keith Szatkowski is employed by the Middlesex County Utilities Authority as an operator.

Each employee title at the Authority is assigned a pay range with a minimum and maximum salary (T14). The pay range for operator is currently \$18,000 to \$26,700 (J-1b). New employees can be placed anywhere on the range depending on skills and prior experience (T109). The Authority has no automatic increment policy. Neither the timing of merit increases nor the amount of the increase is fixed (T87).

2. An employee progresses from his starting salary up to the range maximum through merit increases initiated by written recommendations from the employee's shift supervisor (T14). The shift supervisor can recommend a merit increase at the end of the employee's first 90 days, and thereafter, whenever he feels the employee's attendance, attitude, and performance warrants an upgrade (T14-T15). Procedurally, in the operations department, the shift supervisor submits his recommendation for a merit increase to Plant Superintendent Charles Darida, who passes it along to General

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<sup>2/</sup> The hearing transcript is referred to as "T". Jointly submitted exhibits are referred to as "J"; Charging Party's exhibits are referred to as "CP" and Respondent's exhibits are referred to as "R".



Superintendent of Operations and Maintenance Andrew Piatek. Piatek presents the recommendation to Plant Director Fred Kurtz or Deputy Director/Chief Engineer Al Lach. Lach may agree or disagree with the supervisors' recommendations (T112). Neither shift supervisors nor Darida ever recommends an amount, but Piatek may (CP-1; T77).

3. Kurtz has final authority to decide if and when employees receive merit increases and how much (T96). Kurtz's decision to advance an employee on the salary guide is based upon the employee's absence record, availability for overtime, knowledge of the various plant operations, length of service, position in the salary structure compared with other operators, and supervisors' recommendations. Kurtz or Lach sometimes solicit input from the shift supervisor, Darida or Piatek concerning the amount of an employee's merit increase (T107; T135).

The first merit increase--after the first 90 days of employment--averages \$500 to \$1,000. Merit raises thereafter average \$500 to \$2,000 (T105). Merit increases may be given at any time during the year (T101). In addition to merit increases, each January the Authority grants an across-the-board, cost-of-living raise to all employees regardless of performance (T105-106).

4. There is no Authority policy concerning the timing of an employee's advancement to his range maximum. Kurtz attempts to get employees up to the range maximum by the end of three years. There has never been a policy that employees reach top pay after 18 months, although that rumor has persisted for many years (T98; T108). Neither Kurtz nor Darida could recall any operator reaching maximum pay within 18 months (T98, T77).

5. Szatkowski was hired by the Authority as a utility man in July, 1987 at a salary of \$16,000. On November 2, 1987, shortly after his three-month anniversary, he received a \$1,500 merit increase. On January 4, 1988, his title was changed to operator with no change in salary. He received a \$1,000 increase (presumably an across-the-board increase) retroactive to January 1, 1988. He then received three merit increases of \$1,000 each on January 25, May 2 and August 22, 1988, bringing his salary to \$21,500 (J-8).

6. Darida met with Szatkowski shortly after he was hired to explain his job duties, salary, and the sick leave policy. During this initial meeting, Darida led Szatkowski to believe he could be advanced to maximum salary after 18 months service if he learned all areas of the plant and did not abuse his sick time. <sup>3/</sup> After

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<sup>3/</sup> Darida denied telling employees they will reach maximum in 18 months. He testified that he tells employees they will reach maximum based on job performance, attendance and supervisor's recommendations. (T76) But he acknowledged that he gives employees a "pep talk" about salary, benefits and training when they are hired, and that the "18 months to maximum" is a prevailing rumor around the plant (T81). Szatkowski and Operators Ed Kovchok and Kevin McCarthy testified Darida told them they "would be" or "could be" at top pay in 18 months if they knew all plant areas and did not abuse sick time (T26; T30). I credit the operators' clear and unhesitating recollections that Darida gave them the impression they could be at maximum in 18 months. It is doubtful the operators would have been so convinced they were entitled to maximum after 18 months based only on rumor from other employees, absent some corroborating indication from a supervisor that "18 months to maximum" was at least possible. It is also logical that Darida, whose job it is to encourage rapid training and good employee performance, would give employees the impression they could be moved up to maximum in a short time.

Szatkowski received a few merit increases, he learned from his shift supervisor, Tom Gorman, that Darida had no control over salary advances.

7. On November 30, 1988, Gorman submitted a written recommendation that Szatkowski, about to complete 18 months of service, be given a merit increase because of his good attendance record, dependability, and excellent job performance. The recommendation noted that Szatkowski learned all areas of the plant, willingly assists in other operational areas, and attends classes in sewer and water waste treatment (J-3). As often happens, Gorman was not told whether his recommendation was acted upon. Gorman's recommendations have sometimes been denied (T16). Darida agreed with Gorman's recommendation and discussed it with Piatek within a few days. (T80).

On January 1, 1989, Szatkowski received a \$1,800 increase, bringing his salary to \$23,300. The record does not indicate whether this increase was an across-the-board increase, a merit increase, or both. After his 18-month anniversary, Szatkowski asked Gorman why he had not reached top pay. Gorman had no answer.

8. The salary scale for operators at the Authority is \$18,000 to \$26,7000. Of the 23 operators employed by the Authority, 11 are at the top of the scale. All of these 11 operators have more than three years service. Of the 12 operators not at the top of scale, three, including Szatkowski, have more than 18 months service. None of the three have reached top pay. (J-1)

Kovchok did not reach top pay until 28 months after he started (T28). Kovchok knew no one who had reached maximum in 18 months. According to Kovchok, called as a witness for the charging party, other employees have reached the top of the range in two, three or four years, depending on the employee's situation, who the employee knows, and how he conducts himself (T29).

McCarthy has been an operator with the Authority since August, 1986. After three years, he is still not at top pay. (J-1; T30). After 18 months service, he questioned Darida and Lach about why he had not been placed at maximum salary. He was told to watch his sick time (T32).

Three employees with less than 18 months service are now at the top of their pay scales: Utilityman Boyce, hired March 21, 1988, Construction Service Technician Robert Leslie, hired October 19, 1987, Construction Service Technician Louis Case, hired June 22, 1987. However, the record does not indicate where these employees started on the range.

9. In late December, 1988 or early January 1989, employees discussed obtaining union representation. Szatkowski contacted the American Federation of State, County and Municipal Employees ("AFSCME") and met with an AFSCME Staff Representative (T45). Szatkowski and McCarthy were openly active in leading the organizing drive. They met with the AFSCME representative and later distributed authorization cards to employees. (T34-37; T46).

10. On February 9, 1989, AFSCME filed a representation petition with this Commission seeking to represent the Authority's operations, maintenance, utility and laboratory employees.<sup>4/</sup> On March 3, a conference was held with Authority representatives and AFSCME's representatives to secure the parties' positions on the structure of the unit and an election. The parties agreed to an election but disagreed about the scope of the unit. Szatkowski attended the conference with the AFSCME representatives.

11. Until the March 3 conference, Gorman was the only supervisor who knew Szatkowski was involved in the organizing drive. Gorman heard "talk among the men" on his shift about getting a union and saw Szatkowski distributing union cards. Although Gorman discussed the employees' organizing activities with other shift supervisors, the shift supervisors did not discuss it with Darida, Lach or Kurtz (T21)<sup>5/</sup> While Szatkowski told Gorman he would be attending the March 3 conference, Gorman never told anyone (T17).

Darida first became aware of union activity when he saw a union flyer on a bulletin board in February, 1989.

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<sup>4/</sup> I advised the parties that I would take administrative notice of the procedural history of AFSCME's representation petition, RO-89-93.

<sup>5/</sup> Gorman, called as a witness for the charging party, is friendly with Szatkowski outside work hours. It is logical that he would not have been disloyal to that friendship by discussing Szatkowski's union involvement with anyone.

No one ever told Lach that Szatkowski was involved in organizing efforts (T127). He first heard rumors that union activity was going on in the plant in January or February, 1989 (T114). He questioned supervisors and employees about the rumors, but no one seemed to know anything (T114). Lach first learned of Szatkowski's union involvement at the March 3 Commission conference.<sup>6/</sup>

Kurtz first became aware of union activity when he was told someone was passing out cards on the plant driveway sometime in early 1989 (T96). Kurtz also first learned of Szatkowski's union activity at the March 3 meeting (T103).<sup>7/</sup>

12. After the conference on March 3, Szatkowski told Lach Darida had "promised" him he would be at maximum after 18 months. He wanted to know why he was being held back. Lach pointed out that operators with longer service were not at top pay, and that he felt \$7,400 in raises over the term of his employment was sufficient (T69, T122). Lach also told Szatkowski that Darida had no authority

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<sup>6/</sup> Based upon Lach's demeanor and straightforward responses at the hearing, I found him to be a completely credible witness. I credit his testimony that he was surprised when Szatkowski appeared with AFSCME at the March 3 conference (T115)

<sup>7/</sup> I credit the uncontroverted testimony of Kurtz and Lach denying they knew which employees were involved in union organizing until the March 3 conference. The record is clear that Kurtz, Lach and even Darida have little interface with the employees directly. All three work in the administration offices separate from the actual plant, 200 to 300 feet away. Contact with the operators is by directive and feedback through the four shift supervisors (T74). Moreover, Kurtz and Lach work closely together. If one knew, they both would have known.

to tell him he would reach maximum in 18 months (T44). Szatkowski acknowledged that other operators with less seniority are not at top pay, but argued he had greater knowledge than the more experienced operators. Lach advised Szatkowski that he believed he could not make salary adjustments prior to the impending representation election because he did not want to be accused of bribing the union leader (T123).

After the March 3 meeting, Szatkowski was one hour late reporting to work and was docked for the hour (T92).

14. In late April, the Authority and AFSCME reached agreement on the parameters of the negotiations unit and on May 2, signed an Agreement for Consent Election scheduling an election to be conducted among the employees for May 26.

15. On May 19, Kurtz distributed a three-page letter to employees outlining the Authority's benefit package and generally urging employees to vote against the union (J-5). On May 24, McCarthy posted and distributed a letter to employees responding to Kurtz's letter and urging employees to vote for representation by AFSCME (J-7). On May 25, Kurtz distributed another letter to employees outlining employees benefits, responding McCarthy's letter, and urging employees to vote no. (J-6). No speeches were made or meetings held with the employees. (T134). Supervisors did not talk to employees about the election (T38-39).

16. The Commission conducted the representation election on May 26. McCarthy and Szatkowski acted as election observers on behalf of AFSCME. Szatkowski was excused from work with pay to be

an observer (T62). AFSCME lost the election--29 votes in favor of representation and 34 votes against, with 4 challenged ballots. AFSCME subsequently filed objections to the election based on the Authority's May 25 campaign letter to employees. The Commission's Director of Representation found that the letter constituted only campaign rhetoric and did not interference with employee free choice. The Director dismissed the objections and certified the result of the election on August 28, 1989. Middlesex County Utilities Authority, D.R. No. 90-2, 15 NJPER 501 (¶ 202077 1989).

17. On July 24, 1989, several employee received merit increases.<sup>8/</sup> Szatkowski received another \$1,000 merit increase bringing his salary to \$24,300 (J-8; T64). No adverse actions were taken against Szatkowski or McCarthy after the election, and both received merit increases in July (T38).

#### Tuition Reimbursement

18. In February, 1989, the Authority passed a resolution (J-2a) creating an educational assistance program to encourage "job oriented education." The resolution states,

the course which is agreed to in advance by the Committee and employee must relate to the individual's present employment or to any position within the Authority to which the employee might aspire, and must be offered by an accredited institution of higher education....The reimbursement is only for the cost of tuition and does not include travel, cost of books, fees, student activities, etc....The reimbursement will be made upon receipt of a grade transcript indicating a [grade of C or better]." (J-2a).

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<sup>8/</sup> Operator Mark Herdman, a nine-month employee, received a \$3,100 merit increase in July. I credit Kurtz's testimony that, by administrative error, Herdman received \$1,000 more than was approved. (T111)



The resolution also created an "Education Assistance Committee" consisting of the Authority Director, Chief Engineer and Comptroller to review requests for tuition reimbursement for college courses.

On March 3, 1989, Kurtz distributed a memorandum advising employees of the new tuition reimbursement policy for "employees wishing to continue their education to improve job related skills..."

19. On July 3 (J-2C) Szatkowski submitted a written request (J-2C) for approval of a course at Middlesex County College in "Advanced Wastewater Operations I" beginning in September, 1989. He requested tuition reimbursement and to be excused from his second shift assignment with pay (J-2C). By letter of July 18, his request for tuition reimbursement was approved, but he was advised reimbursement would not include books, travel, fees, or paid leave from his duties.

20. On August 7, 1989, Szatkowski requested reimbursement for another course, "Industrial Wastewater Treatment Operations" offered by Rutgers University to permit him to take a State examination for an N-1 license (J-2e). By memo of August 7, Lach advised Szatkowski that this course could not be approved because

The course...is generally taken by a person who intends to apply for a license to operate a specific 'Industrial Wastewater Treatment System.' Since the MCUA's treatment system is classified by NJ DEP as a 'public wastewater treatment system,' your request for tuition reimbursement qualification for the course is denied (J-2f).

21. The Middlesex course is in preparation for an S-1 license, a license needed to operate the Authority's plant. The Rutgers course is in preparation for an N-1 industrial license,

which is not used by the Authority. It did not want to pay for the industrial license for Szatkowski to use in his future employment elsewhere (T118). Additionally, according to Lach,<sup>9/</sup> the Rutgers course is primarily site specific; it trains in the removal of specific heavy metals used by specific companies. While Szatkowski felt that the course would be appropriate because the New Jersey State Environmental Protection Rules controlling licensing includes industrial treatment in its definition of a public system,<sup>10/</sup> the tuition approval committee felt that public waste water treatment courses, which includes some industrial training, would be more beneficial to Szatkowski's skills and to the Authority. The committee also felt Szatkowski should be moving into advanced courses rather than continuing to take introductory courses (T120).

#### ANALYSIS

Szatkowski contends that the Authority discriminated against him because of his involvement in the union organizing drive when it failed to advance him to maximum salary.

Under In re Tp. of Bridgewater, 95 N.J. 235 (1984), no violation will be found unless the charging party has proved, by a preponderance of the evidence on the entire record, that protected conduct was a substantial or motivating factor in the adverse

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<sup>9/</sup> Lach is a licensed professional engineer and former member of the Board of State Licensing Examiners.

<sup>10/</sup> N.J.A.C. 7:10-13 provides, "A public wastewater treatment system means any structure or structures by means of which domestic or combined domestic and industrial liquid waste or elude are subjected to any process in order to remove or so alter constituents..."

action. This may be done by direct evidence or by circumstantial evidence showing that the employee engaged in protected activity, the employer knew of this activity and the employer was hostile toward the exercise of the protected rights. Id. at 246.

If the employer did not present any evidence of a motive not illegal under our Act or if its explanation has been rejected as pretextual, there is sufficient basis for finding a violation without further analysis. Sometimes, however, the record demonstrates that both motives unlawful under our Act and other motives contributed to a personnel action. In these dual motive cases, the employer will not have violated the Act if it can prove, by a preponderance of the evidence on the entire record, that the adverse action would have taken place absent the protected conduct. Id. at 242. This affirmative defense, however, need not be considered unless the charging party has proved, on the record as a whole, that anti-union animus was a motivating or substantial reason for the personnel action.

It is clear that Szatkowski engaged in protected activity. He actively solicited employee support for AFSCME and distributing union cards. He participated with the AFSCME representatives at the Commission conference to set up the representation election. He acted as the union's authorized observer for the election. However, Szatkowski reached his 18-month anniversary in January, 1989. I have found as a fact that neither Kurtz, the person authorized to advance Szatkowski's salary to maximum, nor Lach, nor Darida had any knowledge of Szatkowski's organizing activities until the March 3

Commission conference. Only Gorman knew of Szatkowski's involvement in the organizing drive. Gorman did nothing to impede Szatkowski's salary advancement and in fact recommended Szatkowski's merit raise. Further, while the Authority's election campaign letters may evidence some anti-union hostility, the relevant time period here is January, when Szatkowski reached his three-month anniversary. The Authority simply did not know of his union activities at the time it might have advanced him to maximum operators salary.

Accordingly, I find that there is no direct or circumstantial evidence that the Authority's refusal to place Szatkowski at the top of the salary scale was motivated by his union organizing activities. Rather, I find that the Authority simply did not place him at maximum pay because it was not their policy to do so. While it is unfortunate that employees, including Szatkowski, were given the impression from Darida that they might reach maximum after 18 months service, there is ample credible evidence that the Authority would not have placed Szatkowski at top pay even in the absence of his protected activities. Both Lach and Kurtz testified, credibly, that the Authority's policy is to move employees to maximum in about three years. Charging party's own witnesses acknowledged that employees reach maximum in about three years. The record shows that other employees did not reach maximum until after three years. Therefore, I find that the Authority did not discriminate against Szatkowski by not placing him at maximum pay when he reached 18 months service.

The record shows that the Authority also did not deny Szatkowski reimbursement for the Rutgers course in retaliation for his union activities. The Authority approved the Middlesex course, which it felt was sufficiently related to Szatkowski's duties at the Authority. I find that the only reason the Authority denied approval for the Rutgers N-1 license course was that the course for a license not used by the Authority and involved private sector wastewater treatment not relevant to the Authority's operations. The record does not show that the Authority discriminated against Szatkowski because of his union activities in denying tuition approval for the Rutgers course.

Accordingly, based upon the entire record and the analysis set forth above, I make the following:

#### CONCLUSIONS

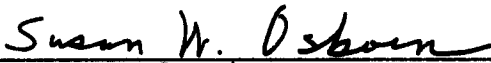
The Middlesex County Utilities Authority did not violate N.J.S.A. 34:13A-5.4(a)(1),(3) by not placing Szatkowski at the maximum of the operators' salary range.

The Middlesex County Utilities Authority did not violate N.J.S.A. 34:13A-5.4(a)(1),(3) by denying Szatkowski tuition reimbursement approval for the Rutgers course.

The Middlesex County Utilities Authority did not violate N.J.S.A. 34:13A-5.4 (a)(5) or (a)(7) of the Act.

RECOMMENDED ORDER

I recommend that the Commission ORDER that the Complaint be dismissed in its entirety.

  
\_\_\_\_\_  
Susan Wood Osborn  
Hearing Examiner

DATED: January 24, 1990  
Trenton, New Jersey