

D.R. NO. 80-33

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

In the Matter of

RIDGEWOOD BOARD OF EDUCATION,

Public Employer-Petitioner,

-and-

DOCKET NO. CU-77-39

RIDGEWOOD EDUCATION ASSOCIATION,

Employee Representative.

SYNOPSIS

The Director of Representation, adopting the recommendations of a Hearing Officer, clarifies a collective negotiations unit comprised of certificated personnel as excluding Department Chairpersons, Supervisor of Art, Supervisor of Music and Dean of Student Services. These employees are supervisors within the meaning of the Act and, by statute, may not be included in negotiations units with nonsupervisory personnel unless exceptional circumstances are present. The Director agrees with the Hearing Officer that the Board and the Association had not engaged in a negotiations relationship prior to the enactment of the Act which would warrant the continued inclusion of the supervisory employees in the negotiations unit.

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RIDGEWOOD EDUCATION ASSOCIATION,

Employee Representative.

Appearances:

For the Public Employer-Petitioner
Greenwood, Weiss & Shain, attorneys
(Stephen G. Weiss of counsel)

For the Employee Representative
Zazzali, Zazzali & Whipple, attorneys
(Albert Kroll of counsel)

DECISION

On January 7, 1977, a Petition for Clarification of Unit was filed with the Public Employment Relations Commission (the "Commission") by the Ridgewood Board of Education (the "Board") seeking a clarification regarding the composition of a collective negotiations unit comprised of certificated personnel employed by the Board, which unit is represented by the Ridgewood Education Association (the "Association"). More specifically, the instant Petition raises the question of whether the Dean of Student

Services at Ridgewood High School, the district-wide Supervisor of Music and Supervisor of Art and the subject-matter department chairpersons employed at the high school should be removed from the Association's unit. The Board maintains that these individuals may not be included in the Association's unit because they are supervisors within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. (the "Act"), and that there is no pre-Act negotiations relationship which would mandate the continued inclusion of these titles in this unit. The Association maintains that none of the titles in dispute are supervisors within the meaning of the Act and that a pre-Act negotiations relationship constituted an established practice permitting their continued inclusion in the unit even if found to be supervisors.

Pursuant to a Notice of Hearing, a hearing was held on March 8, April 2 and May 1, 1979, before Commissioner Hearing Officer Arnold H. Zudick. At the hearing all parties were given an opportunity to examine and cross-examine witnesses, to present evidence and to argue orally. The Board submitted a timely post-hearing brief. The Association submitted a statement in lieu of brief that was not considered by the Hearing Officer because it was not timely filed. The Hearing Officer issued his Report and Recommendations on August 2, 1979, a copy of which is attached hereto and made a part hereof. The Association filed exceptions and a brief in support thereof to the Hearing Officer's Report and Recommendations on August 29, 1979. The Board has not filed

exceptions to the Report or an answering brief to the exceptions.

The undersigned has carefully considered the entire record in this proceeding including the Hearing Officer's Report and Recommendations and the exceptions filed by the Association and determines as follows:

1. The Ridgewood Board of Education is a public employer within the meaning of the Act, is the employer of the employees who are the subject of this proceeding and is subject to its provisions.

2. The Ridgewood Education Association is an employee representative within the meaning of the Act and is subject to its provisions. The Association is the recognized majority representative of employees in a unit comprised of all certificated personnel of the Ridgewood School System excluding members of the Ridgewood Administrators Association or superintendents.

3. The Board originally filed a Petition for Clarification of Unit seeking the exclusion of the Director of English and the Director of Reading from the Association's unit claiming that the interests of these personnel are more appropriately identified with the interests of administrative personnel due to their supervisory functions. The Petition was subsequently amended to seek the exclusion of certain other employees from the Association's unit. ^{1/} However, at the time of the hearing the

1/ The Board sought to exclude the following: Junior High School Assistant Principals, Deans, Administrative Assistant to Junior High School Principal, Director of Guidance, Supervisors, Teacher Supervisors, Coordinators, Department Heads, Department Coordinators and the Director of Athletics.

parties stipulated that the sole employee classifications remaining in dispute were the Dean of Student Services at Ridgewood High School, the district-wide Supervisor of Music and Supervisor of Art, and the subject matter Department Chairperson titles employed at the high school.

4. The Board's position is that the employees in the disputed titles are supervisors within the meaning of the Act and that no statutory exceptional circumstances are present to warrant their continued inclusion in a unit with nonsupervisors. ^{2/}

5. On the other hand, the Association maintains that these employees are not supervisors and that there is a pre-Act established practice which would allow their continued inclusion in the unit, even if found to be supervisors. Accordingly, there is a question concerning the composition of a collective negotiations unit and the matter is properly before the undersigned for determination.

6. The Hearing Officer found that:(1) the Department Chairpersons, the Supervisor of Art, and the Supervisor of Music are supervisors within the meaning of the Act and should be removed from the Association's unit; (2) that the Dean of Student Services is a supervisor and that a potential conflict of interest

^{2/} N.J.S.A. 34:13A-5.3 provides: " ... nor, except where established practice, prior agreement or special circumstances, dictate the contrary, shall any supervisor having the power to hire, discharge, discipline, or to effectively recommend the same, have the right to be represented in collective negotiations by an employee organization that admits nonsupervisory personnel to membership ... "

exists between the Dean and other members of the unit warranting the Dean's exclusion from the unit; and (3) that the parties' pre-Act relationship would not qualify as an established practice. ^{3/}

7. The Association does not except to the Hearing Officer's recommendation that the Department Chairpersons are supervisors within the meaning of the Act; but does except to his findings that the Dean of Student Services, the Supervisor of Art, and the Supervisor of Music are supervisors. Additionally, the Association excepts to the Hearing Officer's remaining findings and recommendations that the parties' pre-Act relationship did not qualify as an established practice.

The record amply supports the Hearing Officer's finding that the Department Chairpersons are supervisors within the meaning of the Act. Accordingly, and in the absence of exceptions, this recommendation is specifically adopted.

The record also establishes that the parties were not involved in a pre-Act negotiations relationship. Discussions concerning salary and fringe benefits that occurred between the Board and the Association prior to 1968 did not rise to the level of collective negotiations. The Association would make a presentation to the full Board, and the Board subsequently moved to consider the presentation in executive sessions. Afterwards the

^{3/} In re West Paterson Bd. of Ed., P.E.R.C. Nos. 77 & 79 (1973), the Commission determined that the established practice and prior agreement exceptions, n. 2, were grandfather provisions intended to preserve pre-Act mixed supervisor/nonsupervisor units.

Board would respond generally by advising the Association of its decision to either except or reject the Association's proposal. Thereafter, although there were discussions in order to clarify the parties' respective positions, the parties did not engage in a mutual effort to resolve differences. Thus, the parties' pre-Act relationship does not evidence "a mutual undertaking for the resolution of differences or an intent to achieve common agreement." See In re West Paterson Bd. of Ed., supra, n. 3. Accordingly, the Hearing Officer's finding that a pre-Act negotiations relationship between the Board and the Association did not exist is hereby adopted.

The undersigned also accepts the Hearing Officer's recommendation that the Dean of Student Services and the Supervisors of Music and Art should not remain in the Association's unit. Ridgewood High School does not have an Assistant Principal or Vice Principal. The High School's administrative staff consists of the Principal, the Dean of Student Services, the Director of Guidance and the Director of Athletics. In the absence of the Principal, the Dean is in charge of the school, in effect the acting principal. The Principal, the Dean and the Director of Guidance make up an Executive Cabinet which may identify specific problems and give direction to Department Chairpersons. The Dean has responsibility for extra-curricular activities as well as certain other duties like hall, cafeteria, grounds, etc. He assigns duty assignments to teachers, oversees and evaluates

the teachers' performance of extra-duty assignments. He has issued letters of warning for unsatisfactory performance. He is responsible for finding teachers to fill extra-curricular duties and evaluates their performance therein.

A supervisor is defined in N.J.S.A. 34:13A-5.3 as an individual who has the power to hire, fire or discipline or to effectively recommend the same. Absent the aforementioned exceptional circumstances, supra, n. 2, the Act precludes supervisors and nonsupervisors from being in the same negotiations unit. In addition, the Supreme Court in Bd. of Ed. of West Orange v. Wilton, 57 N.J. 404 (1971) has determined that an employee may have obligations or powers delegated by an employer that can create a substantial conflict between the interests of that individual and other employees in the same negotiations unit. The Court reasoned that these employees should not be placed in a position of choosing at times between loyalties owed to the employer and loyalties owed to fellow members of a negotiations unit.

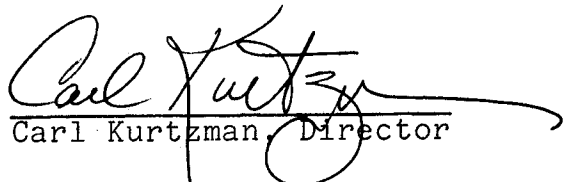
While the Dean does not have a statutory supervisory role to the extent that Department Chairpersons have, his evaluation of unit members' extra duties plays some part in their overall evaluation. His assignment of extra duties, which is not infrequently appealed to the Principal, and his role in the Executive Cabinet places him in a role where constructive criticism is required of him as well as occasional letters citing unsatisfactory performance. He has significant authority in the High School's day-to-day chain of operation and, accordingly, there

exists sufficient potential for daily conflict as defined in Wilton to bar his inclusion in the existing negotiations unit.

The Supervisors of Music and Art essentially perform on a district-wide basis the same function the Department Chairpersons perform at the high school. Decisions are jointly reached between the Building Principal and the particular supervisor in the area of assignments, hiring, discharge and discipline at the elementary schools. Contrary to the assertion of the Association, the record establishes that the supervisors' evaluation and hiring responsibilities go far beyond the level of initial screening. The principal relies upon the supervisors for their substantial subject area expertise. There is ample evidence to support the Hearing Officer's findings as to the supervisors and the undersigned specifically adopts these findings.

Therefore, based on the entire record in this matter, the undersigned finds and determines, in agreement with the Hearing Officer and essentially for the reasons cited by him, that the individuals employed in the titles in dispute are supervisors and that their inclusion in a unit with nonsupervisors is inappropriate. Accordingly, the unit is clarified as excluding Department Chairpersons, the Supervisor of Music, the Supervisor of Art, and the Dean of Student Services effective immediately.

BY ORDER OF THE DIRECTOR
OF REPRESENTATION


Carl Kurtzman, Director

DATED: April 8, 1980
Trenton, New Jersey

STATE OF NEW JERSEY
BEFORE A HEARING OFFICER OF THE
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-and-

DOCKET NO. CU-77-39

RIDGEWOOD EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

A Commission Hearing Officer, in a Clarification of Unit proceeding, recommends that the Commission find that the titles of Department Chairman at Ridgewood High School, Supervisor of Art and Supervisor of Music, and, the Dean of Student Services are all supervisors within the meaning of the Act and should be excluded from the Association's unit.

The Hearing Officer bases his recommendations on the evidence that the titles in question make effective recommendations concerning unit members, and that a conflict of interest would exist if these titles remained in the unit.

A Hearing Officer's Report and Recommendations is not a final administrative determination of the Public Employment Relations Commission. The Report is submitted to the Director of Representation who reviews the Report, any exceptions thereto filed by the parties and the record, and issues a decision which may adopt, reject or modify the Hearing Officer's findings of fact and/or conclusions of law. The Director's decision is binding upon the parties unless a request for review is filed before the Commission.

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Appearances:

For the Public Employer
Greenwood, Weiss and Shain, Esqs.
(Stephen G. Weiss of Counsel)

For the Respondent
Zazzali, Zazzali and Whipple
(Albert Kroll of Counsel)

HEARING OFFICER'S REPORT
AND RECOMMENDATIONS

A Petition for Clarification of Unit was filed with the Public Employment Relations Commission (the "Commission") on January 7, 1977, by the Ridgewood Board of Education (the "Board") seeking a clarification of the negotiations unit of its employees represented by the Ridgewood Education Association (the "Association"). The Board seeks to have certain titles currently in the Association's unit removed therefrom allegedly because they are supervisors and lack a community of interest with the remainder of the titles in the unit. The Association argues that the titles in question are not supervisory, and most appropriately belong in and should remain in its unit.

Pursuant to a Notice of Hearing dated April 1, 1977, a hearing was originally scheduled in this matter for May 10, 1977. However, hearings in this matter were postponed many times by agreement of the parties in an attempt to resolve this matter. ^{1/} Finally, by an Order dated January 26, 1979, hearings were held before the undersigned Hearing Officer on March 8, April 2, and May 1, 1979, in Newark, New Jersey at which all parties were given the opportunity to examine and cross-examine witnesses, to present evidence, and to argue orally. Subsequent to the close of the hearing, the Board filed a timely brief in this matter which was originally due on June 18, 1979, but which was extended to July 6, 1979. ^{2/}

Based upon the entire record in these proceedings, the Hearing Officer finds:

(1) That the Board is a public employer within the meaning of the New Jersey Employer-Employee Relations Act, as amended (the "Act"), ^{3/} and is subject to its provisions.

(2) That the Association is an employee representative within the meaning of the Act and is subject to its provisions.

(3) That the Board seeks a clarification of the collective negotia-

^{1/} This matter was rescheduled for hearings several times since the original hearing date of May 10, 1977. Hearings were first rescheduled for June 15 and 16, 1977; then for September 15 and 16, 1977; then for July 11, 1978; then for September 12, 13, and 20, 1978; then for January 22 and 23, 1979; and finally March 8, 1979. Each time the matter was rescheduled the parties agreed to postponements in order to continue their attempts at informal resolution of the issues. When an agreement could not be reached, the parties agreed to submit the matter to hearing.

^{2/} On June 18, 1979, the Hearing Officer extended the time for filing briefs herein to July 6, 1979; by that date, only the Board had submitted a timely brief. Subsequent to that date, and after this Report and Recommendations had been completed, the Association filed a statement in lieu of brief. Noting the untimely filing, the Association's submission could not be considered.

The undersigned's report however, is based upon all of the evidence gathered at hearing, including testimony, oral argument by both parties, and numerous exhibits.

^{3/} N.J.S.A. 34:13A-1 et seq.

tions unit of its employees currently represented by the Association because the parties have been unable to agree on the placement of various titles. A question concerning the composition of a collective negotiations unit therefore exists, and the matter is appropriately before the undersigned for Report and Recommendations.

(4) That the parties stipulated that the only titles at issue herein are the department chairperson titles employed at the Ridgewood High School, the Dean of Student Services title also at the High School, and the titles of Supervisor of Music and Supervisor of Art.

The parties also agreed to stipulate into the record as joint exhibits the collective negotiations agreements between the parties, one covering July 1976 - June 1977, and the other covering July 1977 - June 1979. ^{4/}

(5) The Board argued that the titles in question were supervisors within the meaning of the Act and were therefore inappropriate for inclusion in the Association's unit. The Board also argued that no pre-1968 negotiations relationship existed between the Board and the Association which might otherwise justify the continued inclusion of some or all of the disputed titles in the instant unit.

The Association argued that none of the titles in dispute were supervisors within the meaning of the Act, but even if some were, that a pre-1968 "negotiations" relationship existed between the Board and the Association to justify the continued inclusion of the titles in the existing unit.

BACKGROUND AND ANALYSIS

The Pre-1968 Relationship

The Association contends that a pre-1968 negotiations relationship

^{4/} Exhibits J-2A and J-2B respectively.

existed between it and the Board. In support of that contention the Association introduced numerous documents in an attempt to establish that the meetings that occurred between the Board and the Association prior to 1968 were indeed "negotiations" rather than mere discussions. ^{5/}

The substance of the documents that the Association introduced were actually the Association's minutes capsulizing what the Association believed had occurred at pre-1968 meetings with the Board.

The Association's President, Joseph Guidetti, testified concerning the documents but he nevertheless admitted that he never actually participated in the meetings with the Board of Education prior to 1968, and that he was not actually aware of what occurred therein. ^{6/} Guidetti also testified that no written agreement existed between the Board and the Association covering the employees in question prior to 1968. ^{7/}

In support of its position, the Association also called Principal Robert Honsinger to testify concerning the pre-1968 relationship. Mr. Honsinger testified that although he did not actually meet with the Board as part of the Association core committee, he was a member of the larger committee and he testified that the word "negotiations" was not used and that it was his understanding that the Board never actually agreed or disagreed to the Association's proposals. ^{8/}

The Board, in support of its position that a pre-1968 negotiations relationship did not exist, introduced Bob Sullivan, the current Director of Personnel. Mr. Sullivan testified that the Board did meet with the Association prior to 1968 to discuss salary and other items and information. He testified

^{5/} See Exhibit A-2 through A-12.

^{6/} Tr. 3, pp. 20 and 25.

^{7/} Tr. 3, p. 22.

^{8/} Tr. 3, pp. 54 through 56.

that he was present during these meetings and that they were just for the purpose of discussions and information and did not amount to a "negotiations" relationship between the parties. ^{9/} Finally, Mr. Sullivan testified that he was able to compare the relationship between the Board and the Association which existed after 1968 as opposed to that which existed prior to 1968. He indicated that prior to 1968 the meetings were discussions only and that they were conducted in an attempt to reach mutual understandings. ^{10/}

After reviewing all of the documents and testimony regarding this issue and noting that no contract existed between the Board and the Association prior to 1968, and that no evidence was presented to controvert Mr. Sullivan's testimony, the undersigned does not believe that a pre-1968 "negotiations" relationship existed between the Board and the Association and this shall be the recommendation to the Director of Representation.

Having found that no "negotiations" relationship existed prior to 1968, any titles in question herein which may be supervisory within the meaning of the Act cannot remain in the unit under the defense of a pre-1968 past practice.

The Department Chairperson Titles

A major issue presented herein concerns whether the department chairperson titles at the Ridgewood High School are supervisors within the meaning of the Act. In that regard, Robert Honsinger, the Principal of the High School, testified that department chairpeople screen applicants for positions, conduct pre-screening interviews, and make recommendations regarding hiring to the Principal and the Superintendent. ^{11/} Honsinger also testified that department chairpeople make recommendations concerning the withholding of increments

^{9/} Tr. 3, pp. 29 through 33.

^{10/} Tr. 3, p. 44.

^{11/} Tr. 1, pp. 13 and 14.

and the non-renewal of teachers who are in the Association's unit. ^{12/} Honsinger further testified that he had never disagreed with recommendations from department chairpeople and, that such recommendations have been followed and that he gave great weight to these recommendations. ^{13/}

The Superintendent of the Ridgewood School, Sam Stewart, also testified that he was aware of the role of department chairpeople and that he relies on their recommendations and that these recommendations are usually followed. ^{14/}

Although the Association argues that department chairperson titles are not supervisors within the meaning of the Act, the overwhelming weight of the evidence substantiates the Board's position that these titles do indeed make effective recommendations to the Board and therefore are supervisors within the meaning of the Act. The undersigned therefore recommends to the Director that these titles be found to be supervisors and excluded from the Association's unit because of the existence of an inevitable conflict of interest with unit members.

Supervisors of Art and Music

The Board also argued that the titles of Supervisor of Art and Supervisor of Music be excluded from the Association's unit because they are supervisors within the meaning of the Act. The Association again argued that despite the supervisors' numerous responsibilities, that these titles were not supervisors within the meaning of the Act. In support of its position regarding these titles the Board introduced the Director of Personnel, Robert Sullivan, who testified that he relies upon the recommendations made by the Supervisor(s), and that the Supervisor(s) could recommend the denial of an increment of unit

^{12/} Tr. 1, pp. 23 and 31.

^{13/} Tr. 1, pp. 24, 25 and 33.

^{14/} Tr. 1, pp. 76 and 81.

members. ^{15/} Sullivan also testified that the two Supervisors, Mr. Block and Mr. Becker, have the same responsibility, and that Mr. Block actually recommended the non-renewal of a non-tenure teacher and that this recommendation was followed. ^{16/}

The Board also introduced the testimony of the Principal of the High School, Mr. Honsinger, who testified that the Supervisor of Art did recommend the withholding of an increment and that this recommendation was relied upon. ^{17/} The Principal also testified that he relies upon the expertise of the Supervisors of Art and Music in their respective specialties and that no one else was really available in the school system to provide their expertise. Perhaps the most important evidence came from Mr. Block, the Supervisor of Music. He testified that he has made recommendations concerning hiring, that generally the Board will not hire people for his department without his agreement, and finally, that he believes that his recommendations are effective. ^{18/}

In view of the fact that the Supervisors of Art and Music have made effective recommendations concerning the hiring and non-renewal of unit members, it is clear that these titles are supervisors within the meaning of the Act. Moreover, since a pre-1968 negotiations relationship did not exist between the parties then these titles cannot remain in the unit based upon a past practice doctrine. Therefore, the undersigned recommends that based upon the above discussion that these titles be removed from the Association's unit.

^{15/} Tr. II, pp. 6 and 13.

^{16/} Tr. II, pp. 21 and 23.

^{17/} Tr. II, pp. 61-62.

^{18/} Tr. II, pp. 143-148.

Dean of Student Services

The Board has also argued that the Dean of Student Services is a supervisor within the meaning of the Act and cannot remain in the Association's unit. The evidence presented shows that the Dean is a member of the executive cabinet which includes the Principal, the Dean, and the Director of Guidance. The Dean is next in charge of the High School in the absence of the Principal and has performed that function on several occasions. ^{19/}

Principal Robert Honsinger, testified concerning the Dean's broad duties. He testified that the Dean is responsible for the school when he is gone, that he assigns teachers to library, cafeteria, and hall duties, and, that he is responsible for hiring or recruiting teachers to perform extra-curricular or club duties. ^{20/} Honsinger further testified that the Dean can and has disciplined teachers by written letter (see Exhibits P-4 and P-5), that he evaluates teachers in their extra-curricular role, and, that he has made recommendations in that capacity which have been relied upon. ^{21/} Finally, Honsinger testified that the Dean hires and evaluates and makes recommendations concerning his own assistant who is a unit member. ^{22/}

The current Dean, Charles Montgomery, testified at the hearing concerning his many duties. He testified that although he recruits teachers to perform extra-curricular duties, he doesn't believe that he has the authority to "recommend" hiring, or to evaluate teachers. ^{23/} Moreover, he testified that he cannot actually discipline teachers, and that he has not actually made recommendations concerning hiring and firing. ^{24/} Montgomery concedes, however, that if he made a recommendation it would be followed, and that he does assign teachers to

^{19/} Tr. II, pp. 73-75, 127.

^{20/} Tr. II, pp. 75-79.

^{21/} Tr. II, pp. 80-84, 99, 106-108.

^{22/} Tr. II, pp. 120-121.

^{23/} Tr. II, pp. 154, 175-176, 182.

^{24/} Tr. II, pp. 155-160.

various duties. 25/

The undersigned acknowledges that the evidence concerning the Dean is not as clear or substantial as the evidence concerning the other titles considered herein. Nevertheless, the undersigned believes that when considered as a whole, the evidence supports a finding that the Dean is a supervisor within the meaning of the Act.

Although Montgomery denies any supervisory capacity, the nature of his position exceeds that of a unit member and could easily place the Dean in a conflict situation with unit members. The Dean, for example, is responsible for the operation of the extra-curricular functions and library, hall, and cafeteria assignments. If a teacher or teachers fail to perform adequately in any of these areas, it is the Dean's responsibility to effectuate a change in that persons duties, or at the very least, to bring the problem to the Principal's attention. The Principal has testified that he relies upon the Dean's evaluation or recommendation of teachers concerning their extra assignments. Although Montgomery denies making evaluations or recommendations, the undersigned is convinced that the Dean must inevitably perform these functions which certainly creates a conflict of interest between him and unit members.

Montgomery also testified that he does not believe that he can or has taken any form of discipline against unit members. The undersigned, however, has reviewed Exhibits P-4 and P-5 which are letters from Montgomery to two unit members, and finds that such letters are warning letters concerning a teachers behavior in performing (or not performing) assigned duties. Such warning letters clearly establish that a conflict can exist between the Dean and unit members. If a teacher were not performing any of his/her extra duty assignments in a satisfactory manner, it would be the Dean's responsibility to correct the situation which

may include discipline or reassignment, and Exhibits P-4 and P-5 represent the first step in that process. It would be unwise and unfair to retain the Dean in a unit where the potential for a conflict of interest is as real as it is herein.

The undersigned, therefore, recommends that the title of Dean of Student Services be removed from the Association's unit.

RECOMMENDATION

Based upon the above analysis and discussions, the undersigned recommends the following:

(1) That the pre-1968 relationship between the Board and the Association was not a "negotiations" relationship and therefore did not establish a pre-1968 past practice within the Commission's definition.


(2) That the Department Chairmen titles at the Ridgewood High School are supervisors within the meaning of the Act and should be excluded from the Association's unit.

(3) That the titles of Supervisor of Art and Supervisor of Music are supervisors within the meaning of the Act, that they make recommendations affecting unit members, and that their inclusion in the unit would create a conflict with the remainder of the unit. Therefore, the undersigned recommends that these titles be removed from the Association's unit.

(4) That the title of Dean of Student Services is a supervisor within the meaning of the Act, that a conflict of interest exists between said

title and the remainder of the unit, and therefore, said title should be removed from the Association's unit. 26/

Respectfully submitted,


Arnold H. Zudick
Hearing Officer

DATED: August 2, 1979
Trenton, New Jersey

26/ Since the collective agreement in effect between the parties when the instant Petition was filed has long since expired, then these recommendations can be implemented without delay if adopted by the Director of Representation. See, In re Clearview Reg. H.S. Bd. of Ed., D.R. No. 78-2, 3 NJPER 248 (1977).