

D.R. NO. 2000-14

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

In the Matter of

TRI-BOROUGH PUBLIC SAFETY SYSTEM,

Public Employer,

-and-

Docket No. RO-99-18

TRI-BOROUGH COMMUNICATIONS EMPLOYEE
ASSOCIATION,

Employee Representative.

SYNOPSIS

The Director of Representation orders an election in a unit of regularly employed dispatchers. Applying the control of labor relations test, the Director finds that the dispatchers are jointly employed by a public safety committee, established pursuant to an interlocal services agreement, and a participating Borough, both of which exercise partial control over the employees' terms and conditions of employment. The Director also finds that the committee is a public employer within the meaning of the Act.

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Appearances:

For the Public Employer
Ruderman & Glickman, attorneys
(Joel G. Scharff, of counsel)

For the Employee Representative
Strasser & Associates, attorneys
(William I. Strasser, of counsel)

DECISION AND DIRECTION OF ELECTION

The Tri-Borough Communications Employee Association (Association) filed a timely Petition for Certification on August 12, 1998, seeking to represent approximately four dispatchers/communications officers which it asserts are employed by the Tri-Borough Public Safety System (Committee or System). The Petition specifically names the "Tri-Borough Public Safety System, acting by and through the Borough of Montvale" as the employer.^{1/}

^{1/} The Association and Montvale at times throughout their presentation and documents refer to the Tri-Borough Public Safety Committee and the Tri-Borough Public Safety System interchangeably.

The Borough of Montvale (Montvale) does not oppose an election among the petitioned-for employees to decide their majority representative. However, Montvale asserts that: (1) it is the sole employer of the dispatchers/communications officers, and (2) the Tri-Borough Public Safety Committee is not a "public employer" as defined in N.J.S.A. 34:13A-3(c).

The Association argues that the Boroughs of Montvale, Park Ridge and Woodcliff Lake created the Tri-Borough Public Safety System through an "inter-local services agreement" (ILSA) to provide two-way radio communications for the three Boroughs. The ILSA established the Tri-Borough Public Safety Committee (Committee) which is responsible for administering the System, including the employment of dispatchers. Thus, the Association argues that the Committee is the sole employer of the dispatchers and that any actions taken by Montvale as to budgeting, hiring and other personnel and employment actions are merely ministerial ratifications of the Committee's decisions as required by the ILSA.

An administrative investigation was conducted pursuant to N.J.A.C. 19:11-2.2. Montvale and the Association participated in an investigatory conference on September 3, 1998.^{2/} Both parties

^{2/} No Park Ridge or Woodcliff Lake Borough representatives were present at the investigatory conference nor have they made any submissions. However, Montvale's attorney and its Borough administrator both asserted that both other Boroughs know of, and concur with Montvale's position that Montvale

submitted documentation, position statements, and certifications setting forth facts and their respective positions on the issue of which entity constitutes the employer in this matter. On May 24, 2000, I summarized the facts and the parties' arguments, and advised the parties of my intention to direct that a secret ballot election be conducted among the petitioned-for employees employed jointly by the Tri-Borough Public Safety Committee and the Borough of Montvale, absent persuasive evidence to the contrary. Neither party filed additional submissions.

I find there are no substantial and material factual issues in dispute which would require a formal hearing. N.J.A.C. 19:11-2.6(b) and (d). Accordingly, the disposition of the petition is properly based on our administrative investigation, which has found the following facts.

FACTS

The facts gathered during our administrative investigation, including an exhaustive review of all of the materials provided by the Association and Montvale appear to reveal the following.

2/ Footnote Continued From Previous Page

is the sole public employer of the petitioned-for employees. While the Association believes that Park Ridge and Woodcliff Lake Boroughs should be involved in PERC's determination of this matter, it has not asserted that either of these Boroughs is the employer of the petitioned-for employees.

The ILSA dated November 28, 1995,^{3/} formally establishes the Tri-Borough Public Safety System and Tri-Borough Public Safety Committee. The System is defined in relevant part as, "...all equipment, operations and personnel, purchased and installed for purposes of operating a two-way radio system for the Boroughs...."

Pursuant to the ILSA, the Committee consists of three commissioners -- one each from Montvale, Park Ridge and Woodcliff Lake -- the administrator of each Borough, the police chief from each Borough, a supervising communications operator (SCO), the emergency management coordinator from each Borough, and a representative from the Tri-Borough Ambulance Corp. Only the three commissioners, who also serve as members of the respective towns' governing bodies, possess voting authority on the Committee. The Committee meets five or six times a year.

Paragraph 9 of the ILSA gives the Committee the "authority" to:

...establish the general policies governing the functioning of the System, to establish salaries, stipends and the hourly wage for relief dispatchers operators, to promulgate standard operating procedures, general rules and regulations...and to otherwise generally administer the System.
(Emphasis added.)

This paragraph also requires the SCO to submit to each of the three towns a quarterly report which includes expenditures and overtime incurred for dispatchers.

^{3/} The 1995 ILSA is a revised successor agreement to a 1991-1995 inter-local services agreement among these three Boroughs.

The ILSA further requires the Committee to review the annual operating budget requests from the SCO and the Park Ridge police chief. The capital budget is also submitted to the Committee and, depending on the amount requested, a unanimous vote of the commissioners serving on the Committee is necessary to "recommend" the budget to the governing bodies of the three towns for their approval.

In Paragraph 10 of the ILSA, the three Boroughs have delegated the responsibility for the System's day-to-day functioning and the hiring process as follows:

The parties agree that the responsibility for the functioning daily operation of the System is hereby delegated to the Chief of Police, or to such other full-term (sic) person that the Tri-Borough Public Safety Committee may designate. The hiring of any full or part-time employee must be approved by the Tri-Borough Committee. All individuals working as a dispatcher must be properly trained and qualified and approved for duty by the Supervising Communications Operator and the Park Ridge Chief of Police, or whomever is so designated by the Tri-Borough Public Safety Committee. Said training to be determined and established by the Committee, based upon recommendations from the Chief and SCO, as required by law. (Emphasis added.)

The Committee also must vote on and grant prior approval to cover the expenses of the System.

As to other financial considerations addressed in the ILSA, the parties to the agreement share: (1) joint property ownership on a pro-rata equal-cost share for all equipment; (2) operating costs; and (3) the costs of dispatchers' salaries and benefits.

While any of the Boroughs included in the System may withdraw by giving written notice six months prior to the end of the agreement, there is no provision for structural or financial dissolution of the System should one party withdraw.

Paragraph 6 of the ILSA refers to the employment status of dispatchers following the 1995 ILSA. Paragraph 6, in part, states:

Notwithstanding prior practices, it should be understood and agreed that effective on July 1, 1991, salary administration and all manner of compensation for new dispatchers of the System shall become the responsibility of the Borough of Montvale. Subsequent employees shall be specifically employed by the Borough of Montvale; however, the salary and benefit costs of each new employee shall be shared by the three (3) municipalities.

Paragraph 6 also requires accountings, reimbursements to Montvale, sharing of pension and other employee benefit costs, and the approval of the commissioners on those items. Thus, paragraph 6 of the ILSA goes on to provide:

With regard to salary costs and fringe benefits, by no later than December 15th of each year the Chief Financial Officer of Montvale and Park Ridge shall forward an accounting to the Boroughs of Montvale, Park Ridge and Woodcliff Lake detailing the amount due Montvale and Park Ridge for salaries and benefits paid. Reimbursement shall be made to Montvale by Park Ridge and Woodcliff Lake by no later than December 31st of the same year.

It is understood that the parties to the Agreement shall equally share the additional costs attributable to the shared dispatchers with respect to pension adjustments, after retirement, made to the Borough of Montvale's pension bill received from the State of New Jersey as well as the additional costs borne by the Borough of Montvale with respect to all insurances (medical,

life, etc.) provided to the employee as part of their employment with the Borough of Montvale.

Such determination of costs shall be in a manner as recommended by the Administrators of the parties to this Agreement, and agreed to by the Commissioners. (Emphasis added.)

Finally, paragraph 6 sets forth the Committee's authority to appoint a dispatcher to the position of SCO and it delegates the responsibility of the overall operation and administration of the radio system to the police chief of Park Ridge. This responsibility includes recommendations for hire. The chief's recommendation is required by the ILSA's terms to be unanimously approved by the Committee. The Committee's decision is subsequently ratified by the Montvale mayor and council.

The ILSA delegates the responsibility for the daily operation of the System to Park Ridge's chief of police and the SCO. The chief and SCO report directly to the Committee and the dispatchers report to the SCO and then the chief. The SCO assists the chief in the daily operations of the System and is second in the chain of command below the chief.

The ILSA authorizes the Committee to pay an extra stipend to the chief and the SCO, the cost of which is shared equally by the three Boroughs. The ILSA also provides that the entire dispatch/radio room operation be located at the Park Ridge Borough police facility. The ILSA requires a rotating shift schedule for all dispatchers and the actual shift assignments are made by the SCO. The dispatchers have no day-to-day contact with any representatives of Montvale.

Employee Manuals

In addition to the ILSA, the "Tri-Borough Dispatch Policy and Procedures Manual" (Dispatch Manual) and the Montvale "Full-Time Employee Manual" (Montvale Manual) set forth the terms by which day-to-day operations and employment conditions are governed.

Dispatch Manual

The Dispatch Manual is divided into two sections -- personnel and operations. The personnel section includes references to daily operations and chain of command and also establishes that employees report to the SCO and chief. Pursuant to the Dispatch Manual, the SCO's daily responsibilities include scheduling, training, and preparing payroll information. The Dispatch Manual refers to "employees" and does not designate Montvale as the employer. It sets reporting times and uniform requirements, gives the supervisor or chief approval authority over requests for leave, and refers to "Boro" or the "employer's benefits plan" concerning employee separation. It establishes a grievance procedure and a progressive discipline plan, both of which place responsibility and authority for their application with the Park Ridge Chief. The Dispatch Manual gives the Tri-Borough Commissioners final and binding authority over disciplinary appeals.

There are policies included in the Dispatch Manual which establish a drug free workplace, safety requirements, and hiring procedures. The hiring of dispatchers includes a joint decision

made by the Tri-Borough Commissioners that a vacancy exists, and a final selection decision made by the commissioners and chief. As noted previously, the commissioners hold the only voting positions on the Committee, however, final approval of the hiring decision is subject to ratification by the Montvale mayor and council.

Article X, General Conduct, Section B in the Dispatch Manual lists "causes" for discipline and also refers to the "general policy for Montvale employees" as related to discipline. Additionally, Article X, Section C, "Off-Duty Activities", specifically proscribes any such activities which would interfere with duties of the "dispatchers at the dispatch center", and off-duty activities with a "business connection to the Tri-Borough System."

Finally, the Dispatch Manual incorporates specific parts of the Montvale Manual into the Dispatch Manual. For example, the Montvale Manual drug-free workplace provision is referred to in the Dispatch Manual.

Montvale Manual

Montvale asserts that the Montvale Manual controls with regard to personnel issues including wage increases, requests for promotion, and employment requirements.

The Montvale Manual was created by the Borough of Montvale to cover rules and working conditions for all of its employees. According to the certification submitted by Montvale Administrator

Helen Fall, when a personnel issue arises among the dispatchers which SCO VanWettering cannot resolve, he refers the issues to Fall. Fall states that she relies on the Montvale Manual to resolve the issue. The Montvale Manual contains some provisions which differ from the provisions of the Dispatch Manual. For example, while the Dispatch Manual refers to discipline and discharge for "cause", the Montvale Manual refers to employees as "at will" and requires its employees to sign an acknowledgment that they can be discharged without cause or notice. While the Dispatch Manual contains a grievance procedure, the Montvale Manual does not. Pursuant to the Dispatch Manual, hiring authority and procedures have been described above as lying with the chief, the SCO and Tri-Borough Commissioners. The Montvale Manual refers to department heads as having a role in the hiring process. While the Montvale Manual provides a procedure for employee performance reviews, the Dispatch Manual contains no specific reference to performance reviews. However, dispatcher evaluation forms show that dispatcher performance evaluations are completed by the chief and the SCO, and the evaluations are then signed off by the Montvale administrator.

Although these and other differences between the Montvale and the Dispatcher manuals exist, we need not resolve these minor discrepancies. It is important to note, however, that both bodies -- the Committee via SCO VanWettering, and Montvale through Borough Administrator Fall, utilize the two existing manuals to resolve personnel issues concerning the dispatchers.

Additional Documentation

In addition to the ILSA and the two manuals described above, numerous other documents describe the relationship between the dispatchers, the Committee, and Montvale. Employment contracts for two current employees show "full-time dispatcher" as "Montvale Borough Employees." These are dated March 1995 and December 1996. The employment contracts state that "conditions of employment are outlined in the personnel policies for full-time...employees." Position titles on Montvale "employee/payroll advice forms" are listed as "Tri-Borough Dispatcher" and the "Department" is identified as "Tri-Borough Dispatch."

Attendance reports are completed and signed by the SCO and forwarded to Montvale. Pay stubs, compensation reports, monthly absence and time reports, and certifications of payroll deductions for dispatchers list Montvale as the "employer" or "company." Dispatchers' check stubs show that Montvale makes contributions to the PERS pension plan, and provides dispatchers with liability and workers compensation coverage.

A July 1998 memorandum from the Montvale administrator to the Borough administrators of Woodcliff Lakes and Park Ridge certifies the wages, overtime and fringe benefit expenses incurred during the first half of 1998 for all "3 Tri-Borough Dispatchers." It seeks "payment as soon as possible" to Montvale for those costs, including the costs for medical and dental insurance, pension, social security insurance, and all other insurance.

A letter of March 1995 from the chair of the Committee to Montvale mayor and council, concurs with the recommendation of the chief to employ one of the petitioned-for employees as a dispatcher and requests that the applicant be appointed to the position at a specific salary as soon as possible. A December 1996 letter to the mayor of Montvale, signed by all of the Tri-Borough Safety System commissioners advised the mayor that "we [commissioners] have selected a dispatcher." Notices of "appointments" of dispatchers go from the Montvale clerk to the Montvale administrator and state that the terms are "in compliance with the Montvale Employee Manual."

In a letter dated July 1996, the former Park Ridge police chief recollected the circumstances surrounding the employment and salary of a current dispatcher, R. Hulford. The then chief recalled that the Tri-Borough Public Safety Committee and he had discussed the employment and rate of pay for the dispatcher, and he states in his letter that "there is no doubt in my mind that we all agreed that Mr. Hulford's salary would be the standard for the radio room."

Also submitted were the minutes of numerous Committee meetings. These minutes show how monies have been spent by the Committee to provide the System's services, including training and uniforms for the dispatchers. The minutes also reference the development of the Tri-Borough Dispatch Operating Procedures Manual (including personnel items), review of operating budgets including proportional dispatcher costs, personnel matters in Committee closed session, Committee approval of dispatcher training, and the hiring of ten new relief dispatchers.

There is additional documentation showing that the Montvale mayor and council ratify budgets and employment decisions of the Committee; that Montvale administers the payroll, orientation, and paperwork associated with hiring new dispatchers, and that Montvale informs dispatchers of changes in their employment terms. For example, in 1997, Fall and the Committee commissioners announced a step salary structure to the dispatchers. The salary structure was recommended by the commissioners and authorized by resolution of the Montvale governing body. Additionally, according to Fall, SCO VanWettering referred a request from the dispatchers for Hepatitis B training. Fall denied the request. In the Spring of 1996, the Committee's commissioners recommended that compensatory time provisions which existed for Montvale employees be extended to the dispatchers. The Montvale mayor and council reviewed the recommendation and agreed to the dispatchers use of compensatory time. Montvale gave VanWettering the authority to approve dispatchers' accrual and use of compensatory time.

On one occasion Montvale responded to a dispatcher's request for an increase in compensation after the request had initially been heard and rejected by the Committee. The employee then addressed the compensation issue to Montvale, which also rejected the increase. Finally, on another occasion Montvale granted a one-time payment to a dispatcher for coverage of some type of health expense.

ANALYSIS

Montvale argues that it is the sole employer of the Tri-Borough dispatchers, while the Association maintains that the Tri-Borough Public Safety System or the Committee is the sole employer.

The Act at N.J.S.A. 34:13A-3(c) defines "employer" as follows:

The term "employer" includes an employer and any person acting, directly or indirectly, on behalf of or in the interest of an employer with the employer's knowledge or ratification, but a labor organization, or any officer or agent thereof, shall be considered an employer only with respect to individuals employed by such organization. This term shall include 'public employers' and shall mean the State of New Jersey, or the several counties and municipalities thereof, or any other political subdivision of the State, or a school district, or any authority, commission, or board, or any branch or agency of the public service.

To identify the employer of certain employees, the Commission focuses on which entity has substantial control of employees' hiring, performance evaluations, promotions, discipline, firing, work schedules, vacation, hours of work, wages, benefits and funding and expenditures. In other words, the Commission applies what is commonly referred to as the "control of labor relations test." County of Morris, P.E.R.C. No. 86-15, 11 NJPER 418 (¶16146 1985); Bergen Cty. Freeholder Bd. v. Bergen Cty. Pros'r, D.R. No. 78-34, 4 NJPER 104 (¶4047 1978), req. for rev. P.E.R.C. No. 78-77, 4 NJPER 220 (¶4110 1978), aff'd 172 N.J. Super. 363 (App Div. 1980). Where the application of the control of labor relations test leads

to the conclusion that no single entity possesses total control over employees' terms and conditions of employment, we have found joint employer status. Association of Retarded Citizens, Hudson Cty. Unit, P.E.R.C. No. 94-57, 19 NJPER 593 (¶24287 1993) and cases cited therein; Bergen Cty. Sheriff, P.E.R.C. No. 84-98, 10 NJPER 168 (¶15083 1984).

Applying the control of labor relations test here, it appears that neither the Committee nor Montvale alone can be identified as exercising exclusive control over the dispatchers' terms and conditions of employment. While dispatchers are on the Montvale payroll and Montvale makes payments for their benefits, insurance and pension contributions, Montvale is reimbursed by the other members of the System for their respective shares of those expenses.

The three voting members of the Committee are apparently designated by the governing body of each town to serve on the Committee. The Committee votes on an annual capital budget and must then recommend it to the three municipalities for approval. The Committee also has review authority over the operating budget including the "dispatcher share" of the budget. Any expenses for the operation of the system must be voted on and approved by the Committee.

Many of the dispatchers' terms and conditions of employment are controlled by the Tri-Borough Committee. The ILSA gives the Committee authority to "establish general policies governing the

functioning of the system...and to promulgate SOP's and general rules and regulations...." Several of these policies directly effect the dispatchers terms and conditions of employment. The Committee has been part of the development of the Tri-Borough Dispatch Manual and has applied the Dispatch Manual to the operations of the system. That manual provides a grievance and appeal procedure which rests with the three Commissioner members of the Committee. The Dispatch Manual includes reference to personnel items including hiring procedures and work rules and policies to be applied to dispatchers.

Additionally, the Committee, pursuant to its ILSA authority, has designated the Park Ridge Chief and SCO as the direct day-to-day supervisors of the dispatchers. It has also delegated its authority for the overall operation of the System to these supervisors, including training, scheduling, approving leave time and compensatory time, authorizing overtime, and evaluating the dispatchers. While the ILSA has established dispatchers' rotating shifts, the SCO sets employee shift times. The chief and SCO screen new applicants and make hiring recommendations to the Committee. The Committee has final authority over disciplinary appeals. The Committee has retained its authority to approve the chief's hiring recommendations, although it has submitted its hiring recommendations to the Borough for approval.

The Committee has discussed and agreed upon rates of pay for dispatchers, has informed Montvale officials that they have

selected a dispatcher, and has instructed Montvale to officially appoint a dispatcher at a given rate of pay. The Committee has also heard and rejected requests for dispatcher pay increases and has then referred these to Montvale. The Committee determined the dispatchers' uniform requirements. The Committee made a recommendation to Montvale that a compensatory time program be implemented for the dispatchers, which Montvale adopted. The Committee recommended, and Montvale adopted, a salary step plan for dispatchers.

All of these responsibilities and the control of the operations of the dispatch safety service have been vested in the Committee by the parties to the ILSA, and they are a significant delegation to the Committee of the control of labor relations for the dispatchers. However, the Committee's authority is incomplete.

The ILSA delegates the responsibility to administer dispatchers' salary and benefits to Montvale. It names Montvale as the "employer" of employees hired subsequent to 1991. Park Ridge and Woodcliff Lake reimburse Montvale for all employment-related expenses and Montvale issues paychecks which include coverage for insurance, pensions, and health benefits.

Other than administratively processing new dispatcher hires, Montvale does not separately hire new dispatchers or set their salaries. What is significant however, is that the ILSA requires Montvale's mayor and council to "ratify" the Committee's employment decisions. Moreover, employment contracts signed by the

dispatchers list them as "Montvale employees", however, employee payroll forms denote the dispatchers as "Tri-Borough dispatchers" and the department in which they are employed is "Tri-Borough Dispatch."

Finally, there is reference in the Dispatch Manual to incorporating some of the personnel items from the Montvale Manual. The dispatchers' employment contracts refer generally to the Montvale Manual personnel regulations.

I find that Montvale and the Committee share control over dispatcher terms and conditions of employment. Montvale's limited control rests at least in part in the ILSA's budgetary and ratification processes, and in part on the application of some of the general Montvale employee terms and conditions of employment. The Committee's control rests in its authority to determine numerous personnel matters and its budget review provisions granted under the terms of the ILSA. Further, the Committee has exercised its authority by delegating the day-to-day supervision of the dispatchers including the evaluation, assignment and training functions to persons whom it has selected -- namely, the Park Ridge chief and the SCO.

The Committee and Montvale are inextricably entwined in a relationship, whereby both entities co-determine terms and conditions of employment for the dispatch employees. Thus, Montvale Borough acting on its own at the negotiations table would not have the requisite authority to enter into and complete meaningful

negotiations concerning the dispatcher's terms and conditions of employment. The same would be true of the Committee. On the basis of all of the foregoing, I find that the Committee and Montvale are joint employers of the dispatchers.

Montvale argues that the Committee cannot be found to be a public employer within the meaning of the Act, as the statutory definition does not include "committee." Exclusion of the Committee from the definition of public employer based upon a literal reading of the Act's language would result in placing an emphasis on semantics over substance. It would also require one to ignore all of the information provided by the parties herein concerning the circumstances under which the Committee was formed and how it functions. Neither of these are acceptable options. Bergen County Prosecutor; Carianni v. Schwenker, 38 N.J. Super. 350 (App. Div. 1955). The information submitted herein related to the public employer status of the Committee makes it clear that the three Boroughs, "political subdivisions of the State", initially created the Committee and delegated to it considerable authority and responsibility to oversee and generally manage the provision of dispatch safety services to those same political subdivisions. Moreover, the Boroughs, by entering into the ILSA, created funding for the Committee and a method of governance by which the Committee could assert its authority and meet its responsibilities in all areas from voting on budgets, hiring, training and compensating dispatchers to establishing SOP's and purchasing equipment. While

the ILSA has delegated to Montvale the responsibility to issue pay paychecks and benefits payments for dispatchers, it is the Committee that authorizes such payment.

Therefore, considering all of the information above and applying a reasonable reading to the statutory language of our Act, I find that the Tri-Borough Public Safety Committee is a public employer within the meaning of the Act.

Based on all of the foregoing, I find that the petitioned-for dispatchers are employed jointly by the Tri-Borough Public Safety Committee and the Borough of Montvale. I direct that an election be conducted among the employees in the unit described below:

Included: All regularly employed dispatchers/ telecommunications operators employed jointly by the Tri-Borough Public Safety Committee and the Borough of Montvale.

Excluded: Managerial executives, confidential employees and supervisors within the meaning of the Act; craft employees, professional employees, police employees, casual employees, the Supervising Chief Operator, and all other employees.

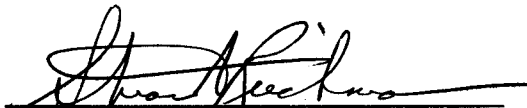
The election shall be conducted by mail ballot commencing no later than thirty (30) days from the date of this decision. Those eligible to vote must have been employed during the payroll period immediately preceding the date below, including employees who did not work during that period because they were out ill, on vacation or temporarily laid off, including those in the military service. Ineligible to vote are employees who resigned or were

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

Pursuant to N.J.A.C. 19:11-10.1, the public employer is directed to file with us an eligibility list consisting of an alphabetical listing of the names of all eligible voters in the unit, together with their last known mailing addresses and job titles. In order to be timely filed, the eligibility list must be received by us no later than ten (10) days prior to the date of the election. A copy of the eligibility list shall be simultaneously provided to the employee organization with a statement of service filed with us. We shall not grant an extension of time within which to file the eligibility list except in extraordinary circumstances.

The exclusive representative, if any, shall be determined by a majority of the valid votes cast in the election. The election shall be conducted in accordance with the Commission's rules.

BY ORDER OF THE DIRECTOR
OF REPRESENTATION


Stuart Reichman, Director

DATED: June 9, 2000
Trenton, New Jersey