

D.R. No. 2008-11

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

In the Matter of

STATE OF NEW JERSEY,  
(RICHARD STOCKTON COLLEGE),

Public Employer/Petitioner,

-and-

Docket No. CU-2008-022

COUNCIL OF NEW JERSEY STATE  
COLLEGE LOCALS, AFT, AFL-CIO,

Employee Organization/Respondent.

SYNOPSIS

The Director of Representation dismisses a Clarification of Unit Petition filed to remove eight members from a broad-based unit and place them in newly-created Assistant Dean positions at the eight schools within Richard Stockton College. The Director finds that it is clear that the Assistant Dean title was not contemplated within the scope of this unit since it was specifically excluded in the parties' recognition clause.

D.R. No. 2008-11

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

In the Matter of

STATE OF NEW JERSEY,  
(RICHARD STOCKTON COLLEGE),

Public Employer/Petitioner,

-and-

Docket No. CU-2008-022

COUNCIL OF NEW JERSEY STATE  
COLLEGE LOCALS, AFT, AFL-CIO,

Employee Organization/Respondent.

Appearances:

For the Petitioner,  
Anne Milgram, Attorney General of New Jersey  
(Geri Benedetto, Deputy Attorney General)

For the Respondent,  
Mets Schiro & McGovern LLP  
(Kevin P. McGovern, of counsel)

DECISION

On February 29, 2008, the State of New Jersey, on behalf of Richard Stockton College (College), filed a clarification of unit petition seeking to clarify a broad-based faculty unit to exclude several newly-created positions of the title, assistant dean. The faculty unit is represented by Council of New Jersey State College Locals, AFT, AFL-CIO (AFT).

The recognition clause of the parties' most recent collective negotiations agreement, which extends from July 1, 2003 through June 30, 2007, specifically excludes the title,

assistant dean. The College has employed two assistant deans - one at the School of Natural Sciences and Mathematics and the other at the Educational Opportunity Fund. The College purportedly now intends to employ assistant deans at each of its nine schools because the respective deans at each school are overburdened and need help performing managerial and confidential functions.

The collective negotiations agreement covers the nine state colleges and universities, including Richard Stockton College. The titles set forth in the recognition provision are: "teachers and/or research faculty, department chairpersons, administrative staff (non-managerial), librarians, student personnel staff, demonstration teacher, demonstration specialist - A. Harry Moore School, professional academic support personnel (holding faculty rank), regular part-time personnel with aforementioned titles, and members of State Colleges/Universities Unit who teach summer session." Excluded from the unit are: "the College/University President and vice president, deans, associate and assistant deans and other managerial executives, secretarial staff, maintenance staff, bookstore, food service, etc. staff, adjunct faculty, academic specialists, and graduate assistants."

The AFT asserts that the job descriptions for the newly-created assistant dean positions (which vary from one another slightly to reflect the specific responsibilities of the title at each school), are similar to the job description of the title, "assistant to the dean," which is included in its bargaining

unit. It contends that if the bargaining unit members employed as assistants to the dean are placed into the assistant dean title, bargaining unit work will shift because they will perform many of the functions of their previous (unit) title, in addition to the confidential and/or managerial functions of the assistant dean title.

The College replies that it intends to fill assistant to the dean vacancies on an unspecified future date. It concedes that assistant deans will perform some of the work that was performed by the assistants to the dean. It asserts that the primary responsibility of the assistant deans will be to perform managerial and/or confidential functions alongside the deans.

On May 15, I issued a letter tentatively dismissing the petition. Both the AFT and the College filed responses, neither of which contested the facts or decision in the letter. Other filings raising other issues, including unit work concerns, shall be addressed in accordance with our statute, rules and case law.

#### Analysis

The purpose of a clarification of unit petition is to resolve questions concerning the scope of a collective negotiations unit within the framework of the Act or as set forth in the unit definition in a Commission certification or the parties' recognition agreement. Normally, it is inappropriate to use a clarification of unit petition to enlarge or diminish the scope of a negotiations unit for other reasons. Typically, a clarification is sought as to whether a particular title is

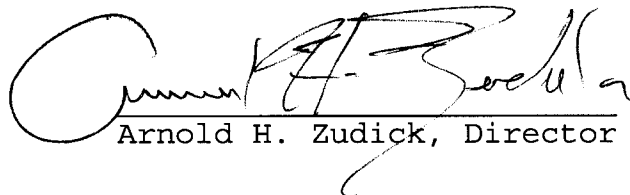
contemplated within the scope of the unit definition. Clearview Reg. Bd. of Ed., D.R. No. 78-2, 3 NJPER 248 (1977).

The disputed assistant dean title has been specifically excluded from the negotiations unit set forth in the recognition clause of the most recent collective negotiations agreement between the College and the AFT. The College intends to create several assistant dean positions and fill them, perhaps by promoting several assistants to the dean, a unit title. The College's action, however, does not raise a question concerning the scope of the current collective negotiations unit represented by the AFT. The assistant dean positions remain contractually excluded from the unit. Accordingly, I dismiss the petition.

**ORDER**

The unit clarification petition is dismissed.

BY ORDER OF THE DIRECTOR  
OF REPRESENTATION



Arnold H. Zudick, Director

DATED: June 4, 2008  
Trenton, New Jersey

A request for review of this decision by the Commission may be filed pursuant to N.J.A.C. 19:11-8.1. Any request for review must comply with the requirements contained in N.J.A.C. 19:11-8.3.

Any request for review is due by June 16, 2008.