P.E.R.C. NO. 86-69

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

DENNIS TOWNSHIP BOARD
OF EDUCATION,

Respondent,

-and-

Docket No. CO-84-148-101

DENNIS TOWNSHIP EDUCATION
ASSOCIATION,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission finds that the Dennis Township Board of Education violated the New Jersey Employer-Employee Relations Act when it subcontracted certain bus runs to a private employer, thereby eliminating five positions in the Dennis Township Education Association's negotiations unit. The Commission, applying the governing tests of In re Township of Bridgewater, 95 N.J. 235 (1985) finds that the subcontracting was in unlawful retaliation against the Association's engaging in the protected activities of collective negotiations and filing of grievances.

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DENNIS TOWNSHIP EDUCATION
ASSOCIATION,

Charging Party.

Appearances:

For the Respondent, Cassetta, Brandon & Taylor
(Daniel J. Brandon, Consultant)

For the Charging Party, Selikoff & Cohen, Esqs.
(Steven R. Cohen, of Counsel)

DECISION AND ORDER

On December 5, 1983, the Dennis Township Education Association ("Association") filed an unfair practice charge against the Dennis Township Board of Education ("Board"). The charge alleged that the Board violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically subsections 5.4(a)(1),(2),(3) and (5)[1/] when it subcontracted five bus runs to

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1/ 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; (2) Dominating or interfering
(Footnote continued on next page)

a private employer, thereby eliminating five of the positions in the Association's negotiations unit, and allegedly refused to provide certain information concerning this subcontracting. The Association specifically alleges that this subcontracting discriminated against employees for filing grievances and negotiating and that the Board violated an obligation to negotiate with the Association before subcontracting.

On February 27, 1984, a Complaint and Notice of Hearing issued. The Board then filed an Answer denying that the subcontracting was discriminatorily motivated or that it had refused to supply the Association with information. It also asserted that there was economic justification for subcontracting.

On August 22, 1984 and January 31, 1985, respectively, Hearing Examiners Mark A. Rosenbaum and David F. Corrigan conducted hearings.[2/] The parties examined witnesses and introduced exhibits. They waived oral argument, but submitted post-hearing briefs.

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with the formation, existence or administration of any employee organization; (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; and (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.

2/ Pursuant to N.J.A.C. 19:14-6.4, Corrigan replaced Rosenbaum during the latter's leave of absence.

On August 9, 1985, Hearing Examiner Corrigan issued a report and recommended decision. H.E. No. 86-6, 11 NJPER ___ (¶_____ 1985). He found that the Township did not have an obligation to negotiate with the Association over subcontracting bus runs and did not refuse to supply information. He also found, however, that the Board subcontracted for the illegal purpose of avoiding negotiations and grievances. As a remedy, he recommended ordering the Board to post a notice and pay the five laid off bus drivers the money they would have received from September 1, 1983 to June 30, 1984.[3/] had they not rejected the subcontractor's job offers, together with 12% simple interest on the difference.

On September 13, after an extension, the Board filed exceptions. It asserts that the Hearing Examiner erred in finding that the Board shifted its reasons for subcontracting and that the Board was hostile towards Association activity.

On October 15, after an extension, the Association filed a response. It asserts that the Hearing Examiner correctly found a violation, but that he should also have found that the subcontracting subverted the grievance-arbitration process and independently violated subsection 5.4(a)(1).

On November 12, after an extension, the Board filed a reply to the Association's response and cross-exceptions.

We have reviewed the record. The Hearing Examiner's findings of fact (pp. 3-11) are accurate. We incorporate them and add a few facts and their context.

3/ The Board ended its subcontract following the 1983-84 school year and rehired the bus drivers.

When, at a September, 1981 meeting, the administrative principal (superintendent) advised the bus drivers against joining the Association, Bradley Neilson, a Board member, was also there, but silent. Neilson served on the Board's negotiations committee during the 1982-83 school year.

In May, 1983, the Association, for the first time, demanded binding arbitration over a grievance concerning bus drivers. The grievance was scheduled to be heard August 9, but was postponed after the possibility of subcontracting arose.

In June, Charles Camp, the Chairman of the Transportation Committee and a member of the negotiations committee, told the Board president that the Board should consider subcontracting. He expressed displeasure about the complaints the bus drivers had been voicing.

At the June Board meeting, the Board learned that the parties were selecting an arbitrator to hear the grievance and that there had been no progress in negotiations. At that meeting, for the first time, a motion was made to investigate and develop specifications for bidding contractual transportation services for five bus runs. The motion was made by two members of the Board's negotiating team, Chairman Thomas Champion (also a member of the Transportation Committee) and Neilson (also a member of the Finance Committee). The motion carried.[4/]

4/ Camp had testified that the concept of subcontracting was first developed in October 1982.

At the August 3, 1983 meeting, the Board, having reviewed subcontracting bids, considered the estimated savings from subcontracting. The staff had estimated savings of $38,000, even though the difference between the subcontracting cost and the direct operating cost would have been only $6,000; the extra savings would have purportedly stemmed from increased State aid, selling some busses and not buying a new one.[5/] When a dispute arose over the estimated savings and particularly over the amount of State aid, the Board voted to approve subcontracting "...pending information from the State Department of Transportation verifying State aid on services within 10%."

At the next meeting, August 10, the Board's staff reduced its estimate of savings to either $14,200 or $17,000.[6/] Given that the State would reimburse the Board for 86%-90% of this cost, the Board's actual savings would have been between $1420 and $1740.[7/] The Board, after heated debate, rescinded the earlier motion as "not valid due to the misunderstanding amongst the Board

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5/ The president pointed out that selling the busses did not make sense if the Board was only considering subcontracting for a one year test period.

6/ The difference depended on whether a bus coordinator's salary was included, but all agreed there would be a coordinator for either all ten runs or the five remaining runs.

7/ These figures assumed that the five employees laid off would all have earned the average salary for all ten bus drivers; this assumption was wrong since the five were laid off according to seniority and earned the lowest amounts. The president pointed this out.

(as per the Solicitor's opinion)."[8/] The Board then approved the subcontracting.

The president testified that transportation had been a headache for years and that the Board was tickled to death to get rid of it. In addition to bus drivers complaints, he cited some problems with parents. He believed that while anti-union animus did not motivate the subcontracting, the Board's frustrations with negotiations and grievances probably had an impact on its decision to subcontract.[9/]

The Chairman of the Board's negotiations committee testified that he told the Association representatives that the Board would not subcontract unless it realized substantial savings.

The principal testified, and the superintendent concurred, that he spent too much time having to respond to grievances and informal complaints. The principal, however, only specified three or four times when he had to time bus routes to see if the drivers were being correctly paid, two formal grievnces and three or four informal complaints which he handled at lunch or after school.

We agree with the Hearing Examiner that the Township had no obligation to negotiate with the Association over subcontracting

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8/ The Board's president later told an NJEA representative he thought the Board members had lied about the motion.

9/ Another Board member, Howard Hess, told an NJEA representative that the Board was dissatisfied with the bus drivers being part of the Association. Hess' wife was a bus driver and an active Association member.

under Local 195 IFPTE v. State, 88 N.J. 393 (1982) ("Local 195") and that it did not violate any obligation to supply information concerning the subcontracting. We also agree, however, that this subcontracting was illegally motivated by its desire to avoid negotiations and grievance proceedings with the Association.

In Local 195, the Surpeme Court emphasized:

> ...our holding today does not grant the public employer limitless freedom to subcontract for any reason. The State could not subcontract in bad faith for the sole purpose of laying off public employees or substituting private workers for public workers. State action must be rationally related to a legitimate governmental purpose. Our decision today does not leave public employees vulnerable to arbitrary or capricious substitutions of private workers for public employees.
> Id at 411.

Substituting private workers for public employees because of such arbitrary and capricious considerations as avoiding collective negotiations and grievance proceedings violates our Act. South Brunswick Bd. of Ed., P.E.R.C. No. 83-3, 8 NJPER 429 (¶13199 1982).

In determining whether this subcontracting was illegally motivated, we apply In re Bridgewater Twp., 95 N.J. 235 (1984). Bridgewater articulates the governing legal standards for considering allegations of discriminatory personnel actions. The charging party must first establish a prima facie case that his or her protected activity was a substantial or motivating factor in the disputed personnel decision. In some cases, that prima facie case may be made out by direct evidence of anti-union motivation for the disciplinary action; in other cases that case may be made out by

circumstantial evidence that the employee engaged in protected activity, the employer knew of this activity, and the employer was hostile towards the exercise of protected activity. Id. at 246. If the charging party establishes a prima facie case, the burden shifts to the employer to prove, as an affirmative defense and by a preponderance of the evidence, that the action occurred for legitimate business reasons and not in retaliation for the protected activity. Ultimately, as the factfinder, we must resolve any conflicting proofs.

We first consider whether the Association has shown that the subcontracting was illegally motivated. We agree with the Hearing Examiner that it has.

The Board knew of the collective negotiations and grievances. There is direct evidence, from the president, that the Board was frustrated with negotiations and grievances and that this frustration probably had an impact on the subcontracting. The negotiations chairman told the president that he was frustrated because negotiations were not going well and the transportation chairman similarly told the president he had problems with the bus drivers voicing complaints.10/

The circumstantial evidence contributes to finding an

10/ The superintendent, in the presence of another negotiations committee member, advised bus drivers against joining the Association. This advice is not illegal but it is a relevant piece of evidence tending, if supported by other evidence, to suggest a distaste for the union. We accord it very slight weight.

illegal motivation. The Board members who presented the subcontracting proposal were the same Board members who found negotiations and grievances frustrating. This proposal did not surface before the Board until the Association, for the first time, demanded binding arbitration and then it surfaced immediately.[11/] At the same meeting as this demand was reported, the negotiations chairman reported on the deadlocked negotiations. During the time it considered subcontracting, the Board continued to face binding arbitration of grievances and unsettled negotiations. By subcontracting the bus runs, the Board eliminated the position of the bus driver who had filed the objectionable grievance and who had led the Association in negotiations. The Hearing Examiner correctly found that the timing of these events was suspicious. Bridgewater; Morris, The Developing Labor Law (2nd Ed. 1983) at 193 (American Bar Association). The Hearing Examiner also correctly found questionable a shift in the Board's articulated reasons. The Developing Labor Law, supra at 193; Coca-Cola Bottling Co., 232 NLRB 794, 97 LRRM 1290 (1977). The Board was legitimately unhappy about other aspects of the bus program unrelated to protected activity; and its administrative burden would have been diminished, but not eliminated, by subcontracting half its bus runs. It is hard to

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11/ While the transportation chairman stated that he first considered subcontracting in October, 1982, this proposal was neither presented nor pursued until the demand for arbitration was filed and the negotiations collapsed.

believe, however, that legitimate administrative reasons played a major role in the Board's subcontracting when they were never mentioned at any Board meeting or otherwise publicly disclosed during the subcontracting process. Further, upon closer inspection, it appears that the administrative reasons are themselves suspect: the principal testified that he spent too much time responding to formal and informal grievances, but he only cited only a handful of such incidents which together could only have taken a few hours. Accordingly, under all the circumstances of this case, we conclude that the Association has proved a prima facie case by a preponderance of the evidence.

We next consider whether the Board has overcome this case by proving that it would have subcontracted the bus runs absent the problems with negotiations and grievances. We agree with the Hearing Examiner that it has not.

The reason publicly and originally given for considering subcontracting was a possible savings of up to $38,000; when the Board president questioned this figure the Board voted to approve subcontracting if the estimate on State aid was within 10% of being correct. At the next meeting, the savings estimate was reduced by over 60% to $14,200 (assuming a salary for a transportation coordinator), an overall savings, after deducting state aid, of between $1420 to $1700 at best. Despite its "10%" motion, the Board jammed through the subcontracting decision without further exploring these figures or giving the Association the opportunity to make

economic concessions. We believe that the economic saving was at most a secondary consideration, a side benefit, in deciding to subcontract.12/ In addition, as already mentioned, the administrative concerns, while making some sense, were not publicly mentioned until the hearing and were also directed in part to a desire to avoid employee grievances. Further, the Chairman of the negotiations committee told two Association representatives that the Board would not have subcontracted for other reasons besides substantial savings. We do not believe that legitimate administrative concerns would have prompted subcontracting absent the Association's protected activity.

In sum, this case essentially requires us to balance the Association's direct and circumstantial evidence of illegal motivation against the Board's evidence that some economic savings and some administrative convenience would have been achieved. Balancing all the evidence in this case, we believe the desire to avoid collective negotiations and grievances was the dominant reason for subcontracting and that subcontracting would not have occurred absent this reason.

12/ We also agree with the Hearing Examiner's exclusion of a report which would have shown what savings the Board in fact accomplished. This report was prepared after-the-fact and solely for litigation by a consultant who did not play any contemporaneous role in the subcontracting deliberations; it does not bear on the central issue of the Board's motivation for subcontracting. It is conceded that the Board would have saved some money and perhaps as much as $1420-$1700; the issue is whether this small savings predominantly motivated the subcontracting.

Finally, we adopt the Hearing Examiner's remedy, particularly his finding that the employees failed to mitigate damages.[13/] We enter the following order.

ORDER

The Dennis Township Board of Education is ordered to:

A. Cease and desist from:

1. Interfering with, restraining or coercing its employees in the exercise of the rights guaranteed to them by the Act, particularly, by subcontracting and eliminating five of ten bus driver positions in retaliation against the Dennis Township Education Association for negotiations and grievances.

2. 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 the Act, particularly, by subcontracting and eliminating five of ten bus driver positions in retaliation against the Dennis Township Education Association for negotiations and grievances.

B. Take the following affirmative action:

1. Forthwith make the bus drivers whole for all salary due from September 1, 1983 to June 30, 1984 less interim earnings and/or what the employees would have earned in mitigation of damages with simple interest at the rate of 12% per annum.

13/ Given our finding that the subcontracting violated subsections 5.4(a)(3) and, derivatively, (a)(1), and given our order making the employees whole, it is unnecessary to determine whether 5.4(a)(1) was independently violated.

2. Post in all places where notices to employees are customarily posted, copies of the attached notice marked as Appendix "A." Copies of such notice on forms to be provided by the Commission shall be posted immediately upon receipt thereof and, after being signed by the Respondent's authorized representative, shall be maintained by it for at least sixty (60) consecutive days. Reasonable steps shall be taken to ensure that such notices are not altered, defaced or covered by other materials.

Notify the Chairman of the Commission within twenty (20) days of receipt what steps the Respondent has taken to comply herewith.

BY ORDER OF THE COMMISSION

James W. Mastriani
Chairman

Chairman Mastriani, Commissioners Graves, Johnson, Suskin and Wenzler voted in favor of this decision. However, Commissioner Suskin objected to setting the interest rate at 12%. None opposed. Commissioner Hipp abstained.

DATED: Trenton, New Jersey
November 18, 1985
ISSUED: November 19, 1985

APPENDIX "A"

NOTICE TO ALL EMPLOYEES

PURSUANT TO

AN ORDER OF THE

PUBLIC EMPLOYMENT RELATIONS COMMISSION

and in order to effectuate the policies of the

NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT,

AS AMENDED

We hereby notify our employees that:

WE WILL cease and desist from interfering with, restraining or coercing our employees in the exercise of the rights guaranteed to them by the Act, particularly, by subcontracting and eliminating five of ten bus driver positions in retaliation against the Dennis Township Education Association for negotiations and grievances.

WE WILL cease and desist from 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 the Act, particularly, by subcontracting and eliminating five of ten bus driver positions in retaliation against the Dennis Township Education Association for negotiations and grievances.

WE WILL forthwith make the bus drivers whole for all salary due from September 1, 1983 to June 30, 1984 less interim earnings and/or what the employees would have earned in mitigation of damages with simple interest at the rate of 12% per annum.

DENNIS TOWNSHIP BOARD OF EDUCATION

(Public Employer)

Dated _____ By _____

(Title)

This Notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

If employees have any question concerning this Notice or compliance with its provisions, they may communicate directly with the Public Employment Relations Commission, 429 East State, Trenton, New Jersey 08608 Telephone (609) 292-9830.

H.E. NO. 86-6

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

In the Matter of

DENNIS TOWNSHIP BOARD
OF EDUCATION,

Respondent,

-and- Docket No. CO-84-148-102

DENNIS TOWNSHIP EDUCATION
ASSOCIATION,

Charging Party.

SYNOPSIS

A Hearing Examiner of the Public Employment Relations Commission recommends that the Commission find that the Dennis Township Board of Education violated the New Jersey Employer-Employee Relations Act when it subcontracted certain bus routes resulting in the elimination of five bus driver positions represented by the Dennis Township Education Association. The Hearing Examiner finds that the subcontracting decision was taken in unlawful retaliation against the Association's exercise of protected activities.

The Hearing Examiner further recommends, however, that the Board did not violate its negotiations obligation when it subcontracted.

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. 86-6

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

In the Matter of

DENNIS TOWNSHIP BOARD OF EDUCATION,

Respondent,

-and- Docket No. CO-84-148-102

DENNIS TOWNSHIP EDUCATION ASSOCIATION,

Charging Party.

Appearances:
For the Respondent, Cassetta, Brandon & Taylor
(Daniel J. Brandon, Consultant)

For the Charging Party, Selikoff & Cohen, Esquires
(Steven R. Cohen, of Counsel)

HEARING EXAMINER'S RECOMMENDED REPORT AND DECISION

On December 5, 1983, the Dennis Township Education Association ("Association") filed a two-count unfair practice charge against the Dennis Township Board of Education ("Board") with the Public Employment Relations Commission. The Association alleged that the Board violated subsections 5.4(a)(1), (2), (3) and (5)[1/]

1/ 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; (2) Dominating or interfering
(Footnote continued on next page)

of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. when, on August 10, 1983 it voted to subcontract certain bus services to Coast City Academy, Inc., thereby eliminating five of ten positions within the negotiations unit represented by the Association. The charge alleges that the decision to subcontract was taken in retaliation against the Association filing a grievance and demand for arbitration concerning the bus drivers' alleged contractual right to a guaranteed minimum of four hours pay per diem. The charge further alleged that the Board's actions were "substantially motivated by anti-union animus and sought to destroy Charging Party's ability to act as majority representative for those bus drivers to be employed by the Board." The charge further alleged that the Board refused to provide requested information concerning its' subcontracting decision. Count 2 of the charge alleged that the foregoing complained of actions were "taken as a means of avoiding its obligation to negotiate in good faith...and in an attempt to subvert the grievance arbitration process."

On February 27, 1984, the Administrator of Unfair Practice Proceedings issued a Complaint and Notice of Hearing. On March 27,

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with the formation, existence or administration of any employee organization; (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; and (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."

1984, the Board filed its Answer. It admitted that it had subcontracted certain bus services, but denied that the subcontracting decision had been made in retaliation against the Association's filing of a grievance or demand for arbitration. Rather, it contends that the subcontracting decision was made for economic reasons and that it supplied the Association with all the information it requested.

On August 22, 1984, Hearing Examiner Mark A. Rosenbaum conducted a hearing in Trenton. Hearing Examiner Rosenbaum was subsequently granted a leave of absence and I was appointed as Hearing Examiner. On January 31, 1985, I conducted a second day of hearing. At both hearings, the parties examined witnesses and presented evidence. Oral argument was waived. Post-hearing briefs were filed by April 10, 1985.

FINDINGS OF FACT

1. The Dennis Township Board of Education ("Board") is a public employer within the meaning of the Act and is subject to its provisions. The Board is a K through 8 district with about 550 students. It is in a rural part of the State and the district covers 50 square miles. (2T137)

2. Dennis Township Education Association ("Association") is a public employee representative within the meaning of the Act and is subject to its provisions. The Association is the majority representative "for all certified teaching personnel under contract, regularly employed bus drivers and aides"

employed by the Board.

3. Prior to 1981, the bus drivers were not included in the negotiations unit. In 1981, the bus drivers first considered joining the Association. Harry C. Brown, the administrative principal (this title is equivalent to superintendent) of the school district, at a meeting[2/] of the bus drivers advised them against joining the union, stating that the "bus drivers already have what the teachers have right now...why would [you] want to go and join a union." (IT9, IT56)[3/] He did not threaten them, however, (1T33) and the bus drivers decided to join the Association. The first agreement including the bus drivers was from July 1, 1981 to June 30, 1983. (1T10).

4. Rose Tozer is a bus driver employed by the Board and is negotiations spokesperson for the bus drivers. (1T11) On December 3, 1982, she filed a grievance on behalf of all the bus drivers concerning the Board's alleged violation of the contract concerning minimum hours. (1T12-13) This grievance was denied by the Board at the intermediate steps of the grievance procedure. (1T17; CP2-11)[4/]

2/ This meeting was held during orientation for the new school year to discuss the year's bus runs and assignments.

3/ 1T refers to transcript of August 22, 1984 hearing; 2T refers to transcript of January 31, 1985.

4/ Because of an apparent procedural problem, the same grievance was refiled and twice went through the grievance procedure (1T22).

5. In May 1983, the Association filed a demand for arbitration concerning the grievance and an arbitration hearing was scheduled for August 3, 1983. (1T22-23)

6. In December 1982, negotiations had commenced for a successor contract. Rose Tozer characterized the negotiations as "bad" and marked by tension and hostility. (1T24-25) The Board's president George Brewer testified that the general feeling of the Board concurred with this view, characterizing negotiations as "frustrating" and that the whole subject of transportation was a "hassle." (1T123) According to Brewer, the chairman of the transportation committee, Charles Camp, was upset with the complaints made by the bus drivers. (1T125) The Board's negotiations team consisted of Tom Champion, a Board member and member of the Transportation Committee, Bradley Nielson, a Board member and member of the Finance Committee, Charles Camp a Board member also on the Transportation Committee, Harry C. Brown and Paul Chilla. Other members of the Association's negotiations committee were Kathleen Robinson, a bus driver and John Rose, Karen DeFako and Ben Ray, who are teachers.

7. In the winter of 1982, according to the Board's witnesses, the Board of Education's Transportation Committee first considered subcontracting of bus services. Both the Chief School

Administrator, Harry C. Brown, and the Transportation Coordinator, Mr. Cacioppo, recommended this. (2T111) Brown's recommendation, according to his testimony, was based on his view that he was devoting too much time to the administrative details of running the bus operation.[5/] (2T16-17) Cacioppo's recommendation was based on the Board's lack of a garage and mechanic to service the buses. (1T112) Therefore, by April 1983, the Committee commenced serious consideration to subcontracting five of the ten bus runs. (2T112) The Committee investigated the economics of subcontracting and believed $34,000 could be saved. (2T113) These figures were apparently based on the calculations of the Board secretary. (2T114) Sometime in either May or June, the Committee recommended subcontracting to the full Board. (2T113)

8. During this period of time (October 1982-June 1983), the Board did not notify the Association that they were considering subcontracting. Nor had they advised the Association of the reasons for such consideration. (1T29) At the June 8, 1983 Board meeting, the Board decided to "investigate and develop specifications for bidding contractual transportation services for five (5) High School and Elementary Routes." At that same meeting, the Board had been advised that the Bus Driver

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5/ In addition, the Board had previously subcontracted bus services in the 1960's.

grievance was in the selection of arbitrator stage. (CP-16) Tozer first learned, through a newspaper article published in July 1983, that the Board was considering subcontracting. (1T20) Tozer brought the article to the attention of the Board's negotiations committee during July negotiations. The Board responded that they were considering subcontracting but were awaiting bids before making a final determination. (1T21-32; 1T49)

9. Rose Tozer testified that the Board and Association reached agreement on a new salary schedule for bus drivers in June 1983 -- prior to their knowing that the Board was considering subcontracting. (1T26) I cannot, however, accept Tozer's testimony concerning when agreement was reached on the salary schedule. I believe it is more likely that agreement was not reached until at least August. Thus, I believe Thomas J. Champion's testimony that agreement was not reached on the bus drivers' salaries until after the July 27 negotiations meeting. (2T75) Crucial to this finding is that final agreement was not reached until November 21, 1983. (See J-2; 2T75) Further, I note that the Board's own financial worksheet (CP-13) written in late July indicates that the parties were still negotiating salaries. Given this, I find it unlikely that the important issue of bus drivers' salaries would have been finally resolved as early as June.

10. On July 22, 1983, the Association requested that the pending

arbitration on the minimum pay grievance be postponed. (1T62) The postponement occurred because the bus drivers had, by this time, learned that the Board was considering subcontracting, and therefore the bus drivers were too upset to proceed to arbitration.

11. On August 3, 1983, the Board of Education met to consider subcontracting five of the ten "runs."[6/] Charles Paraset, an NJEA representative, was present. Paraset first met privately with the Board President, George Brewer, before the Board meeting who supplied him with a worksheet on which the Board was relying on in determining whether to subcontract. (1T64) The worksheet indicated that the Town would save $38,000 but Brewer believed that figure was inaccurate and the savings would be only $600. (1T64-65) The major dispute concerned whether state aid would be greater in the event subcontracting occurred. (1T109) (This dubious premise was based on a purported oral statement from one "Karl Franks" of the State Department of Education. [2T60] Nothing in the record supports this premise.) Moreover, since state aid would reimburse between 86%-90% of the cost, the anticipated savings to the Board would be approximately 10% of the total amount

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6/ The Board only considered subcontracting half the runs and after the decision was made, five bus drivers remained employed. The other five, including Roze Tozer, were laid off on the basis of seniority.

saved. Paraset then spoke to the Board in private session on behalf of the bus drivers and specifically offered to negotiate financial savings to avoid subcontracting. (1T64)

Following the private meeting, the Board went into public session where "considerable debate" took place concerning the issue of subcontracting and specifically the amount of money to be saved. (1T68) A minority of the Board thought the worksheet was incorrect and that considerably less money would be saved. Therefore, the Board deferred final decision pending clarification of the amount of money to be saved. (1T113)

12. The next Board meeting took place on August 10, 1983. A revised set of figures was submitted by the Board's staff indicating that the Board would save either $14,200 or $17,400. (CP-15) (The different sums are based on whether the bus coordinator's salary is considered.) Again, since the Board would be reimbursed by 86%-90% of this cost, the actual difference to the Board would be between $1420 and $1740. Paraset was given this same set of figures. (2T41) He spoke again to the Board and again urged that negotiations take place to avert subcontracting. (1T70) He also submitted the following letter to the Board:

> Please be informed that the NJEA is representing the bus drivers with respect to the Board's proposal to subcontract transportation to an outside service.
>
> Be advised that I have been in contact with various individuals in the State Department of Education along with several NJEA attorneys, none of which have advised me of any modified formula of transportation aid funding.

It would seem that the formula for funding transportation remains consistent, notwithstanding contracted services or a board operated transportation system.

In addition, no provisions for a different formula for a contracted service could be located in the statutes.

Predicated on the Board's initial action taken on 8-3-83 I am requesting the following:

1. A citation of the appropriate authority, (statute, guideline or regulation) allowing additional funding if transportation services are contracted to an outside agency.
2. Specific documentation and/or figures explaining how the Board would realize a savings by contracting to an outside agency.
3. The approximate amount of money to be saved.

The Board indicated at its 8-3-83 meeting that approximately $38,000 would be saved by subcontracting to an outside service.

If this is in fact the case it would appear that the State of New Jersey is encouraging the reduction in force among public employees.

If in fact there is no substantial savings by contracting out services I would urge the Board to consider my proposals of the 8-3-83 meeting in an effort to resolve any and all problems.

Should the Board disregard said proposals NJEA will pursue (on behalf of the bus drivers) the appropriate charges against the Board collectively and individually.

A heated public debate occurred between the Board members. Board members Brewer and Hess argued against subcontracting, stating that the Board would save only between $600 and $1720. Nevertheless, the Board voted to subcontract. The Board did,

however, condition the subcontracting on the contractor's offering employment to the laid-off bus drivers. They did, but all five refused employment. (2T35-36)[7/]

13. On September 1, 1982, Paraset again spoke at a Board meeting urging it to reconsider. He also restated his request for certain information. (1T76) He then advised that the Association would file an unfair practice concerning the subcontracting. (1T77)

14. On September 12, 1983, President Brewer stated to Paraset that "[the decision to subcontract] did appear to be some type of action taken against the bus drivers." However, Brewer also said, "the whole subject of transportation has been a hassle." (1T123) On August 24, 1983, Brewer had said to a newspaper reporter, "The bus drivers have been a pain in the butt to tell you the truth." However, he also said that he didn't believe the subcontracting was worth costing five people their jobs. (1T128)

7/ I admitted this evidence for the sole purpose of mitigation of damages. Contrary to the Board's claim, it simply is not evidence to rebut anti-union animus. I also note, but find equally irrelevant, that the Board has now abandoned subcontracting. The issue in this case is whether the decision to subcontract violated the Act. Finally, the Board also sought to introduce an expert's study commissioned after the decision to subcontract had been made that would have purported to show that this decision resulted in financial savings. Such evidence is irrelevant to the issues at hand because it does not pertain to the Board's motivation.

ANALYSIS

In In re IFPTE Local 195 v. State, 88 N.J. 393 (1982) our Supreme Court, in clear and unmistakable terms, held that the ultimate substantive decision to subcontract is a non-negotiable matter of managerial prerogative. Id. at 408. Therefore, the Board had no obligation to negotiate this decision. Accordingly, I recommend dismissal of Count II of the Complaint. There remains, however, the issue as to whether the Board's subcontracting was in retaliation against the Association's exercise of protected activities. It is quite clear that even though the Board has the legal right to subcontract, it could not do so if the decision were taken in retaliation against the exercise of protected activities. As the Commission said in South Brunswick Board of Education, P.E.R.C. No. 83-3, 8 NJPER 429 (¶13199 1982):

> ...the protections of our Act are an express guarantee against subcontracting decisions based on such arbitrary and capricious considerations as anti-union animus rather than legitimate governmental purposes. [Id. at 430]

Accordingly, I now consider whether the subcontracting was in unlawful retaliation against the Association's exercise of protected activities.

In re Bridgewater Twp., 95 N.J. 235 (1984) sets forth the standard to determine whether an employer has illegally discriminated against employees in retaliation against union activity:

> ...the employee must make a prima facie showing sufficient to support the inference that the protected union conduct was a motivating factor or a substantial factor in the employer's

> decision. Mere presence of anti-union animus is not enough. The employee must establish that the anti-union animus was a motivating force or a substantial reason for the employer's action. Transportation Management, supra, ___ U.S. ___, 103 S.Ct. at 2474, 76 L.Ed.2d at 675. Once that prima facie case is established, however, the burden shifts to the employer to demonstrate by a preponderance of evidence that the same action would have taken place even in the absence of the protected activity. Id. at 244.

To establish a prima facie case, the charging party must show (1) that the employee engaged in protected activity; (2) that the employer had knowledge of this activity; and (3) that the employer was hostile toward the exercise of protected activity. Bridgewater, supra at 246; University of Medicine and Dentistry of New Jersey, P.E.R.C. No. 86-5, 11 NJPER ___ (¶_____ 1985); In re Gattoni, P.E.R.C. No. 81-32, 6 NJPER 443, 444 (¶ 11227 1980); In re North Warren Regional Board of Education, P.E.R.C. No. 79-9, 4 NJPER 417 (¶4187 1978). Applying this test, I find that the charging party established a prima facie case.

First, it is undisputed that the Association had been engaging in substantial protected activity and that the Board was aware of this activity. The Association and the Board had been engaging in negotiations for a successor contract to that which was to expire June 20, 1983. More importantly, for the purposes of this case, the Association had filed a grievance concerning payment for hours worked on December 3, 1982. (CP-1-3) The Board denied the grievance on January 13, 1983. (CP-4) The Association advised the Board of its intention to submit this grievance to arbitration on March 17, 1983. (CP-9)

I now consider whether the Board was hostile towards the exercise of these activities. In Bridgewater Tp., 95 N.J. 235 (1984) our Supreme Court recognized the long accepted labor relations principle that hostility toward the exercise of protected rights can be inferred from employer conduct:

> PERC held that the following facts were sufficient to establish the Township's hostility toward Longo's union activities: Longo's transfer, so soon after his March 5th protest and his recent promotion; the absence of any written complaints about his employment; and the failure of the Township to follow its own written procedures and give Longo thirty days written notice of the elimination of his position and his transfer.
>
> Thus, we conclude there is sufficient and credible evidence to support PERC's position that the Association established a prima facie case that a motivating factor in Longo's transfer was the Township's reprisal for his protected union activity. [Id at 247]

Likewise, I believe the record compels a finding of animus under the circumstances of this case. First, the record reveals that the relationship between the Association and the Board was quite strained at the time the subcontracting decision was made. There is specific evidence in the record that the Board was upset with the Association concerning both negotiations and their filing for arbitration. Indeed, it is virtually undisputed that negotiations were difficult. Tozer testified that negotiations were "hot and heavy" and "it just became a shouting match." (1T24) The President of the Board essentially concurred with Tozer's assessment noting that the negotiations chairman reported that "it wasn't going

very well and he was frustrated." (1T124) He further noted that the chairman of the transportation committee, Charles Camp (who also was on the negotiations committee), "had problems with the bus drivers and some of the complaints that they had been bringing in or voicing." (1T125) Champion was also the Board member who initially recommended subcontracting. In addition, the Board was concerned and upset over the grievance that had been filed. (1T124-125) Indeed, President Brewer stated after the decision to subcontract (which he had opposed) "the bus drivers have been a pain in the butt to tell you the truth." (1T128) Finally, the Board Superintendent who also recommended subcontracting had earlier advised several bus drivers against joining the Association. While that statement, in itself, is not an unfair practice, see discussion infra, coupled with these surrounding facts is further evidence of hostility. Thus, I believe the foregoing statements, in themselves, are evidence of hostility.

Given this background of strained relations, I believe the timing of the subcontracting decision in the face of this Association activity is strong evidence of hostility. The timing of the decision occurred just after the Association decided to submit the pending grievance to arbitration and while negotiations with the Association were stalemated. At the June 8, 1983 Board meeting, a motion was made by Board members Neilson and Champion (and agreed to by the Board):

> to investigate and develop specifications for bidding contractual transportation services for five High School and Elementary Routes.

At that same meeting, there was discussion of the pending bus driver grievance and Mr. Champion "reported there had been no progress in negotiations." At both the August 3 and 10 meetings, negotiations were discussed as well as the decision to subcontract. This timing of the subcontracting decision in the face of pending negotiations and grievance arbitration warrants a finding that the Association activity was a motivating factor in the decision to subcontract. Bridgewater, supra; College of Medicine and Dentistry, supra; Brookdale Community College, P.E.R.C. No. 78-80, 4 NJPER 243 (¶4123 1978), aff'd App. Div. Dkt. No. A-4824-77 (1980). See generally, Morris, The Developing Labor Law (2nd ed. 1983) at 193.

I further believe that the Board's shifting of reasons for the subcontracting decision is further evidence of hostility. Throughout the subcontracting process, the Board's stated and sole reason for subcontracting was the cost factor. In fact, there is no indication whatsoever that any Board members or staff stated, at the time the decision was made, that administrative considerations was the reason. Rather, it is evident from the testimony that the public debate concerned the amount of money to be saved. Yet, at hearing, the majority of the Board witnesses testified that an important (and two testified it was the most) factor was administrative. (Brown, 2T15-17; Champion, 2T74; Neilson, 2T144) Such a shifting of reasons is classic evidence demonstrating anti-union animus. See Morris, The Developing Labor Law, supra at 193 citing Coca-Cola Bottling Co., 232 NLRB 794, 97 LRRM 1290

(1977); J.R. Townsend Lincoln-Mercury, 202 NLRB 71, 82 LRRM 1793 (1973); Holiday Inn, 198 NLRB 410, 80 LRRM 1697 (1972) enforded 488 F.2d 498, 84 LRRM 2585 (10th Cir. 1973); Goodyear Tire & Rubber Co., 197 NLRB 666, 80 LRRM 1701 (1972).

Once a prima facie case is established, the burden shifts to the employer to establish by a preponderence of the evidence that it had a business justification for the action taken -- i.e., it would have taken the same action, even absent the protected activity. Bridgewater at 244. The two purported reasons relied upon by the Board were (1) financial and (2) administrative. I believe that both were pretextual. First, with respect to financial, the Board's own conduct simply belies their assertion that financial savings justified the subcontracting. Most significantly, the Association made clear that they would do what they could to discuss the financial aspects with the Board. NJEA representative Charles Paraset's uncontradicted testimony is noteworthy:

> [at the August 3 meeting]...I raised various proposals to avert the subcontracting...I also indicated that the thrust of my presentation was to simply return to the table and deal with the financial aspects and give us an opportunity to resolve the question favorably, obviously to avert subcontracting.
>
> Q. Was there any response by the Board to that?
>
> A. At that point in time, no, there was no response at all.
>
> Q. How was it left?
>
> A. The Board obviously, after my presentation, they would essentially take it under advisement. [1T67-68]

> [At] the August 10 meeting, once again, I spoke to the Board of Education. I urged them to return to the table, clearly indicated that we were willing to do whatever was necessary to avert subcontracting and I submitted a letter requesting specificity as to their figures and fact with respect to their funding figures. I wanted to have some idea of the actual monies to be saved so that we had somewhere to go, if, in fact, they wanted to return to the table or simply investigate the matter.
> (1T69-70)

The Board did not, however, enter into any discussions with the Association concerning cost savings. Rather, it almost immediately voted to subcontract at the August 10 meeting. I believe that this refusal to even discuss financial considerations upon request of the Association substantially rebuts the Board's business justification claim. It simply makes no sense for the Board to claim that it made the decision to save money, when by its conduct it refused an offer by the Association that could have resulted in greater cost savings. In this regard, it is of little relevance that the Board had no legal obligation to negotiate. See In re IFPTE Local 195, supra. The more important fact is that the Board would have had a business reason to discuss ways to save money with the Association if in fact they were concerned with the cost considerations. As our Supreme Court said in In re IFPTE Local 195:

> discussions [concerning subcontracting] are valuable and should be fostered...They may even result in greater efficiency or economy. If a public employer is considering subcontracting as a means to achieve these goals, employees may be

> motivated to suggest changes in working conditions that could accomplish the same or better results...[Public employers] would be derelict in their public responsibilities if they did not pursue such discussions...if the proposed subcontracting is based on solely fiscal considerations...the public would clearly benefit from suggestions by public employees directed toward improving economy or efficiency. [Id. at 409]

Accordingly, I cannot accept the Board's originally stated reason that financial considerations motivated the subcontracting. Indeed, this case should be contrasted to the more common situation where an employer considers subcontracting for what it perceives are excessive union proposals or a costly collective negotiations agreement. Without more, subcontracting under circumstances where negotiations were stalemated or labor agreements were too costly would not appear to violate our Act. Here, however, there simply is no evidence that the Board believed the bus driver wages were burdensome. They made no attempt to negotiate lower wages -- to the contrary, they refused union suggestions to jointly explore reducing costs.

Beyond this, however, the Board's conduct throughout the negotiations simply does not indicate that they were seriously interested in financial savings. According to Thomas Champion, the Board Transportation Committee first considered subcontracting in the winter of 1983-1984. Champion was also a member of the negotiations committee. Again, according to the Board's publicly stated reason, it subcontracted to save money. Yet, there were negotiations sessions from January-July 1983 and the Board never

mentioned that it was considering subcontracting. Presumably, the Board would have advised the Association of this possibility if, for no other reason, than to lower the Association's demands. Further, the record indicates that the Board did not give the type of mature consideration one would expect prior to making an important fiscal decision. Specifically, I note that the Board heavily relied on an unsubstantiated statement from one of its staff members that a Department of Education official made an oral statement that state aid would increase in the event the Board subcontracted. Although this assertion was questioned by at least one Board member, the Board made no attempt to further research its validity. Indeed, a review of the entire record leaves me with the clear impression that the Board decided to subcontract to retaliate against the bus drivers' exercise of protected activities and sought to justify this, after the fact, on financial considerations. I reach this conclusion because the record shows an impetus to subcontract which continued in the face of continued evidence that the savings would not be as great as first thought. Originally, the Board's subcommittee estimated a $34,000 savings. By the time the decision was reached, the estimate had been lowered to $1420-$1700.[8/]

8/ I use this figure since state aid would cover the additional costs. While under other circumstances, it would certainly be appropriate for the Board to consider savings to the state in making fiscal decisions, the facts in this case establishes that the Board was concerned primarily, if not exclusively, with its

(Footnote continued on next page)

Notwithstanding this lower figure, the Board rushed to make its decision at a time when the Association sought to discuss these financial aspects. Thus, given all these circumstances, I am not persuaded that the Board has established that the financial savings which would result from the subcontracting constituted "business justification" under the Bridgewater standard that I am required to apply.

I next consider the "administrative" justification. According to several of the Board's witnesses, subcontracting was justified because the staff was spending too much time on administrative details and did not have a mechanic or garage. I reject this proffered justification. First, this was not given as a reason at the time the decision was made. Thus, while the discussion at the public meetings concerned the money savings, no mention was made of "administrative" reasons. Presumably, the Board would have advised the affected bus drivers as well as the public of the true reasons it made a decision. See Morris, supra at 193 (failure to tell employee reason for discharge at time of discharge is circumstantial evidence of anti-union animus). Beyond that, this purported justification makes no sense under the facts of this case. The Board would continue to have many of the same

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(Footnote continued from previous page)
own savings. This is demonstrated most notably in their purported reliance on the increased state aid they would receive from subcontracting and the use of the state aid figures to determine their own savings.

administrative problems since it only partially subcontracted its bus services. Thus, it would continue to need an outside mechanic, a garage and some buses. Further, the alleged time spent on administrative details would continue.

Accordingly, based on the foregoing, I recommend that the Commission find that the Board violated subsection (a)(3) of the New Jersey Employer-Employee Relations Act when it subcontracted five of the ten bus runs for the 1983-1984 school year. As a remedy, I need not direct reinstatement since the Board has offered the affected employees' positions and has ended its subcontract. I do, however, recommend that the Board make the subject employees whole less interim earnings for the year they were out of work. In addition, I note that the five affected employees were offered, but declined, positions with the subcontractor, Coast Cities. These employees were under a duty to mitigate damages and what they would have received from Coast Cities should be deducted from the back pay remedy.

I now consider the other issues raised in this case. The Association contends the Board violated the Act by failing to provide information requested by NJEA representative, Charles Peraset. He requested the following information:

1. A citation of the appropriate authority (statute, guideline or regulation) allowing additional funding if transportation services are contracted to an outside agency.

2. Specific documentation and/or figures explaining how the Board would realize a savings by contracting to an outside agency.

3. The approximate amount of money to be saved.

In Shrewsbury Board of Education, P.E.R.C. No. 81-119, 7 NJPER 235 (¶12105 1981), the Commission, relying on NLRB precedent, adopted the rule that "the majority representative has a right to relevant information in the possession of the employer." Id. at 236. The Board did not violate this rule. The record reveals that the Board had no knowledge of the "appropriate authority" permitting additional funding if transportation services are subcontracted. As to the financial material sought, it was provided. Although it was quite meager, it was all that was in the Board's possession. Accordingly, I recomend dismissal of this portion of the complaint.

The Association next contends that the Board violated the Act by directly interfering with the Association's choice of their designated negotiations representative. The Association points to the following two instances: (1) Superintendent Brown's comment that the bus drivers would have "nothing to gain" from joining the Association; and (2) that the Board bypassed Peraset and communicated with the local Association. I do not believe either instance violated the Act. Frist, Superintendent Brown clearly has the right to state his views concerning unionism, as long as in the instant circumstances, these views are not accompanied by threats. See Black Horse Pike Regional Board of Ed., P.E.R.C. No. 83-19, 7 NJPER 502 (¶12223 1981). Compare Commercial Township Board of Education, P.E.R.C. No. 83-25, 8 NJPER 550 (¶13253) aff'd Docket No. A-2642-82T2 (decided December 8, 1983). Secondly, I do not see

a bypassing of the majority representative under the facts of this case. Peraset did not advise that he was the sole spokesperson for the Association; did not object to the Board's communications with the local Association and the evidence shows that the Board was acting in good faith in communicating with the local officials.

In sum, I make the following:

CONCLUSIONS OF LAW

1. The Dennis Township Board of Education violated subsection 5.4(a)(3) and derivatively subsection (a)(1) of the New Jersey Employer-Employee Relations Act when it subcontracted five of its ten bus runs for the 1983-1984 school year.
2. The Association did not prove, by a preponderance of the evidence, the remaining allegations contained in its charge. Therefore, I recommend that these aspects of the Complaint be dismissed.

RECOMMENDED ORDER

I recommend that the Commission ORDER:

A. That the Dennis Township Board of Education cease and desist from:

1. Interfering with, restraining or coercing its employees in the exercise of the rights guaranteed to them by the Act, particularly, by subcontracting and eliminating five of ten bus driver positions in retailiation against the Association's engaging in protected activities.

2. 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 the Act, particularly, by subcontracting and eliminating five of ten bus driver positions in retaliation against the Association's engaging in protected activities.

B. That the Respondent take the following affirmative action:

1. Forthwith make the affected bus drivers whole for all salary due from September 1, 1983 to June 30, 1984 less interim earnings and/or what the employees would have earned in mitigation of damages with interest at the rate of 12% per annum.

2. Post in all places where notices to employees are customarily posted, copies of the attached notice marked as Appendix "A." Copies of such notice on forms to be provided by the Commission, shall be posted immediately upon receipt thereof and, after being signed by the Respondent's authorized representative, shall be maintained by it for at least sixty (60) consecutive days. Reasonable steps shall be taken to insure that such notices are not altered, defaced or covered by other materials.

3. Notify the Chairman of the Commission within twenty (20) days of receipt what steps the Respondent has taken to comply herewith.

C. That the remaining aspects of the Charge be dismissed in its entirety.

David F. Corrigan
Hearing Examiner

Dated: Trenton, New Jersey
August 9, 1985

APPENDIX "A"

NOTICE TO ALL EMPLOYEES

PURSUANT TO

AN ORDER OF THE

PUBLIC EMPLOYMENT RELATIONS COMMISSION

and in order to effectuate the policies of the

NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT,

AS AMENDED

We hereby notify our employees that:

WE WILL NOT interfere with, restrain or coerce our employees in the exercise of the rights guaranteed to them by the Act, particularly by subcontracting and eliminating five of ten bus driver positions in retaliation against the Association's engaging in protected actvities.

WE WILL NOT discriminate 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 the Act.

WE WILL forthwith make the affected bus drivers whole for all salary due from September 1, 1983 to June 30, 1984 less interim earnings and/or what the employees would have earned in mitigation of damages with interest at the rate of 12% per annum.

DENNIS TOWNSHIP BOARD OF EDUCATION

(Public Employer)

Dated _____ By _____

(Title)

This Notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

If employees have any question concerning this Notice or compliance with its provisions, they may communicate directly with the Public Employment Relations Commission, 429 East State, Trenton, New Jersey 08608 Telephone (609) 292-9830.