P.E.R.C. NO. 78-69

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

WARREN HILLS REGIONAL BOARD OF EDUCATION,
Respondent,

-and-

Docket No. CO-77-292-139

WARREN HILLS REGIONAL EDUCATION ASSOCIATION,
Charging Party.

SYNOPSIS

The Association charged that the Board violated the Act by unilaterally deciding to go to split sessions for the seventh grade and by failing to negotiate in good faith with the Association regarding the impact of that decision. The Hearing Examiner concluded that the Board's decision to go to split sessions was not mandatorily negotiable, that the charge was untimely as it related to that decision, and that the Board had negotiated in good faith regarding the impact of that decision.

The Commission, rejecting the Association's exceptions to the Hearing Examiner's Recommended Report and Decision, agrees with the Hearing Examiner that the decision to go on split shifts is not mandatory but that the impact of that decision is mandatorily negotiable. The Commission also agrees that the evidence does not reveal that the Board refused to negotiate in good faith with the Association regarding the impact of the decision. Therefore, the Commission dismisses the Complaint in its entirety.

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Docket No. CO-77-292-139

-and-

WARREN HILLS REGIONAL EDUCATION ASSOCIATION,
Charging Party.

Appearances:
For the Respondent, Schumann, Seybolt & Broscious, Esqs. (Mr. Robert L. Schumann)

For the Charging Party, John A. Thornton, Jr.

DECISION AND ORDER

An Unfair Practice Charge was filed with the Public Employment Relations Commission on April 12, 1977 by the Warren Hills Regional Education Association (the "Association") alleging that the Warren Hills Regional Board of Education (the "Board") had violated the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13A-1 et seq. Specifically, the Association alleged that the Board violated N.J.S.A. 34:13A-5.4a(1) and (5)[1/] in that the the Board's unilateral decision to institute a split session for the seventh grade altered terms and conditions of employment for twelve seventh grade teachers and in that the Board negotiated in bad faith

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. (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."

with respect to the impact of the Board's decision to institute the split session.

It appearing to the Commission's Director of Unfair Practices that the allegations of the charge, if true, may constitute a violation of the Act, a Complaint and Notice of Hearing was issued on June 30, 1977. A hearing was held on this matter on September 20, 1977 in Trenton, New Jersey before Alan R. Howe, Commission Hearing Examiner, at which the parties were given an opportunity to present evidence, to examine and cross-examine witnesses and to argue orally. Briefs were submitted by the parties on January 9, 1978.

On January 30, 1978, Hearing Examiner Howe issued his Recommended Report and Decision.[2/] The original of that report was filed with the Commission and copies were served upon the parties. A copy of that report is attached hereto and made a part hereof. Pursuant to an approved request for an extension of time, exceptions to the Hearing Examiner's Recommended Report and Decision were filed by the Association on February 21, 1978.

The Hearing Examiner, citing several Commission decisions, concluded that the Board's decision to go on split sessions for the seventh grade was a major educational policy decision which was not subject to mandatory negotiations. He also held that, if the decision to go to split sessions were found to be mandatorily negotiable, the Association's charge had not been timely filed. The decision was made in February 1976 and effectuated in September 1976 but the charge was not filed until April 1977, not within the six-

2/ H.E. No. 78-21, 4 NJPER 96 (Para. 4043 1978).

month statutory limitation.[3/] Additionally, the Hearing Examiner concluded that the Board had negotiated in good faith with the Association regarding the impact of its decision to go to split session in the seventh grade insofar as that decision had an effect upon teachers' terms and conditions of employment.

In its exceptions, the Association argues that the Hearing Examiner did not deal with the charge, that the Board did not negotiate in good faith, and that the charge had been timely filed.

After considering the entire record herein including the Association's exceptions, we adopt the Hearing Examiner's findings of fact and conclusions of law and recommended order substantially for the reasons cited by the Hearing Examiner but with the following qualifications and amplification.

As to the timeliness of the charge, we agree with the Hearing Examiner's conclusion that the charge, insofar as it relates to the decision to go to split session for the seventh grade, was untimely. However, we do not agree with the Hearing Examiner that the operative event was the Board's decision made in February 1976 to go to split session. Rather, we regard the significant event as the implementation of the decision which took place in September 1976. The charge, not having been filed until April 12, 1977, was beyond the six month statute of limitations. Further more, we reject the Association's argument that the filing of a grievance tolls the time for the filing

3/ N.J.S.A. 34:13A-5.4(c)

of a charge.[4/]

In an effort to clarify the underlying issue and to set forth clearly our analysis of situations of this type, we shall discuss the issue notwithstanding our determination that part of the Association's charge was untimely. This discussion also has a bearing on the timeliness of the charge.

The Commission has repeatedly held that certain decisions are not themselves mandatorily negotiable, being major policy decisions, but that the effect of such decisions on employees' terms and conditions of employment is mandatorily negotiable. This approach, sometimes referred to as the decision/impact dichotomy has been upheld by the Appellate Division, In re Byram Twp. Bd. of Ed., 152 N.J. Super. 12 (App. Div. 1977).

The Hearing Examiner correctly applied that approach to this matter. It is true, as charged by the Association and as found by the Hearing Examiner,[5/] that the Board's decision to go to split sessions for the seventh grade did have an effect on teachers' terms and conditions of employment. However, the evidence reveals that the Board's decision was made because a facility that it had rented in previous years would be unavailable to the Board in 1976-77. The Board had to accommodate more students in less space so it

4/ See In re State of New Jersey, P.E.R.C. No. 77-4, 2 NJPER 308 (1976), affirmed 153 N.J. Super. 91 (App. Div. 1977), Pet. for cert. pending, Sup. Ct. Docket No. 15052.

5/ See Findings of Fact #12, #13 and #14.

decided to go to split sessions for one grade. That decision was an educational policy decision which was not mandatorily negotiable. Therefore, even though the decision necessarily affected teachers' terms and conditions of employment, that fact does not change the right of the Board to make the decision.

The Association would have us find a violation because hours, workload and other terms and conditions of employment were changed. As stated above, we acknowledge that there were changes in terms and conditions of employment which, in the abstract, are mandatorily negotiable. But that does not change the fact that the Board's decision itself was not mandatorily negotiable nor that the Association's charge was untimely vis-a-vis that decision nor that the Association did not request negotiations regarding the impact of the Board's decision until shortly prior to implementation.

It is not an unfair practice for a public employer to make a major policy decision or to propose a new rule or a modification of an existing rule governing working conditions. In fact, these are things that an employer must necessarily do on occasion. However, what would be an unfair practice would be a refusal to negotiate in good faith regarding the impact on employers' terms and conditions of employment of a nonmandatorily negotiable decision or a refusal to negotiate in good faith regarding proposed new rules or modification of existing rules governing working conditions before they are established. See N.J.S.A. 34:13A-5.3.

The instant case involves a nonmandatorily negotiable decision, i.e., an educational policy decision to go to split sessions for the seventh grade. The Board's obligation was to negotiate, upon demand, in good faith with the Association regarding the effect

of this decision upon employees' terms and conditions of employment.

The Hearing Examiner found that the Board made the decision to go to split sessions in February 1978, that there were three meetings held with the teachers in the affected school, that the Association president did not request negotiations regarding the impact of the Board's decision until August 1976, and that there were three or four negotiations sessions on the subject between September and December 1976. He also found that the Association submitted five written proposals to the Board on October 19, 1976 regarding the impact and that the Board responded to each, agreeing to one. The Board also took the position in negotiations that the affected teachers, who had a work day one hour and fifty minutes shorter than the other teachers, were more than adequately compensated for other changes in terms and conditions of employment by the reduced hours.

On the basis of the above and the facts of this case, we agree that the record evidence fails to establish that the Board did not negotiate in good faith with the Association regarding the impact on teachers' terms and conditions of employment of the Board's decision to go to split sessions.[6/]

Therefore, it is our determination that the Association has failed to prove by a preponderance of the evidence that the

6/ The Association requested oral argument before the Commission. We note that the parties had full opportunity to argue this matter before the Hearing Examiner and to brief the issues. Nothing contained in the Association's exceptions persuades us that oral argument would add anything. Accordingly, that request is denied.

Board violated the Act, and, accordingly, it is hereby ordered that the Complaint in this matter be dismissed in its entirety.

BY ORDER OF THE COMMISSION

Jeffrey B. Tener
Chairman

Chairman Tener, Commissioners Hartnett and Parcells voted for this decision. Commissioner Graves voted against this decision. Commissioners Hipp and Schwartz abstained.

DATED: Trenton, New Jersey
April 20, 1978
ISSUED: April 25, 1978

H.E. No. 78-21

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

In the Matter of

WARREN HILLS REGIONAL BOARD
OF EDUCATION,

Respondent,

-and-

Docket No. CO-77-292-139

WARREN HILLS REGIONAL EDUCATION
ASSOCIATION,

Charging Party.

SYNOPSIS

A Hearing Examiner recommends that the Public Employment Relations Commission dismiss charges of unfair practices filed by the Association against the Board, which alleged that the Board refused to negotiate in good faith with respect to a decision to place the seventh grade teachers on split shifts and also to negotiate the impact of the decision to go on split shifts.

The Hearing Examiner concluded that the decision to go on split shifts was a major educational policy decision as to which there was no mandatory obligation to negotiate with the Association. Also, the Hearing Examiner found that even if there was an obligation to negotiate, the Association had filed its charges well after the six months' statute of limitations. The Hearing Examiner concluded finally that the Board negotiated in good faith with respect to the impact upon the seventh grade teachers of the decision by the Board to go on split shifts.

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 conclusions of law.

H.E. No. 78-21

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

In the Matter of

WARREN HILLS REGIONAL BOARD
OF EDUCATION,

Respondent,

- and -

Docket No. CO-77-292-139

WARREN HILLS REGIONAL EDUCATION
ASSOCIATION,

Charging Party.

Appearances:

For the Warren Hills Regional Board of Education
Schumann, Seybolt & Broscious, Esqs.
(Robert L. Schumann, Esq.)

For the Warren Hills Regional Education Association
(John A. Thornton, Jr.)

HEARING EXAMINER'S RECOMMENDED
REPORT AND DECISION

An Unfair Practice Charge was filed with the Public Employment Relations Commission (hereinafter the "Commission") on April 12, 1977 by the Warren Hills Regional Education Association (hereinafter the "Charging Party" or the "Association") alleging that the Warren Hills Regional Board of Education (hereinafter the "Respondent" or the "Board") has engaged in unfair practices within the meaning of the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13 A-1 et seq. (hereinafter the "Act"), in that the Board negotiated in bad faith with respect to the impact upon the terms and conditions of employment for 12 seventh grade teachers by virtue of the Board's having instituted split sessions for these teachers, which is alleged to be a violation of N.J.S.A. 34:13A-5.4(a)

(1) and (5) of the Act. 1/

It appearing that the allegations of the above charge, if true, may constitute unfair practices within the meaning of the Act, a Complaint and Notice of Hearing was issued on June 30, 1977.

Purusant to the Complaint and Notice of Hearing, a hearing was held on September 20, 1977 in Trenton, New Jersey, at which time the parties were given an opportunity to examine witnesses, present relevant evidence and argue orally. By agreement post-hearing briefs were submitted by the parties on January 9, 1978.

An Unfair Practice Charge having been filed with the Commission, a question concerning alleged violations of the Act, as amended, exists and, after hearing and after the consideration of briefs by the parties, the matter is appropriately before the Commission, by its designated Hearing Examiner, for determination.

Upon the entire record, the Hearing Examiner makes the following:

FINDINGS OF FACT

1. The Warren Hills Regional Board of Education is a public employer within the meaning of the Act, as amended, and is subject to its provisions.

2. The Warren Hills Regional Education Association is a public employee representative within the meaning of the Act, as amended, and is subject to its provisions.

3. Prior to the 1976-77 school year the Board leased classrooms at a private religious facility. This facility was denied to the Board commencing with the 1976-77 school year.

4. In February 1976 the Board made a decision to go on split sessions in the seventh grade only commencing with the 1976-77 school year.

5. Thereafter there were three meetings held with the faculty of the junior high school, two conducted by the principal and one conducted by the superintendent, the latter in May 1976. The grievance chairman of the Association learned of the split sessions at a faculty meeting. The Board did not formally communicate the decision on split sessions to the Association.

6. Early in August 1976 the President of the Association asked for ne-

1/ These subsections prohibit 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.
"(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."

gotiations on the impact of the split session.

7. Between September 1976 and December 1976 there were three or four negotiations sessions of the parties where the subject was the impact upon the 12 seventh grade teachers who went on split sessions as of September 1976.

8. Under date of October 19, 1976 the Association by its negotiations chairman presented to the Board five proposals for resolving the impact, as follows:

> "1. No teacher be assigned more than five (5) periods of instruction per day.
>
> "2. That teachers be selected to teach in the split session program on the basis of seniority preference.
>
> "3. Length of teaching period should be uniform for all teachers in the district, i.e., forty-eight (48) minutes.
>
> "4. Provision should be made to facilitate attendance at Association meetings which would not require an inordinate waiting period for split session teachers who teach the morning session or bar second session teachers from attending the Association meetings because of the length of their work day.
>
> "5. That any split session teacher who is called upon to substitute during the other session because another substitute is not available shall be compensated at $6.00 per period."

9. The Board made a response to each of the five proposals of the Association and agreed to the fifth proposal above, namely, that $6.00 be paid per period, and the Board is currently making such payment.

10. The Association also demanded $3,000 per year for each teacher on split session. The Board counterproposed that it would grant compensatory time. There has been no resolution of this matter between the parties.

11. There have been no negotiations on the impact of split sessions since December 1976.

12. The impact upon teachers in the seventh grade on split sessions is illustrated by the following:

(a) Seventh grade teachers, who had 100 to 125 pupils for five periods, now with split sessions have 155 to 180 pupils for six periods.

(b) Seventh grade teachers, prior to split sessions, had an individual "prep" period and now, with split sessions, have a combined "prep" and lunch period.

(c) By virtue of the increased number of pupils on split sessions, each seventh grade teacher has had a proportional increase in the number of reports

to complete, and the number of homework assignments and pupil-parent conferences.

13. The length of the teaching periods for teachers on the split session in the seventh grade is 40 minutes per period so that six periods totals 240 minutes. A regular teacher, not on split session, teaches 49 minutes per period so that a teacher who teaches six periods teaches 294 minutes and a teacher who teaches five periods teaches 245 minutes. Thus, the "split session" teacher teaches fewer minutes per day than the regular teacher.

14. The length of the school day for the "split session" teacher is five hours and 40 minutes while the regular teacher's school day is 7 hours and 30 minutes.

THE ISSUES

1. Was the decision by the Board to go on split sessions, made in February 1976, a major educational policy decision and thus not mandatorily negotiable under the Act?

2. Did the Board negotiate in good faith with the Association with respect to the impact of split sessions upon the 12 affected seventh grade teachers?

DISCUSSION AND ANALYSIS

Positions of the Parties

It is the position of the Charging Party that the Respondent had an obligation to negotiate the decision to institute split sessions for the seventh grade for the 1976-77 school year. This obligation, the Charging Party contends, arises from Section 5.3 of the Act, which provides, in part, that: "...Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established..." The Charging Party also contends that the Board did not negotiate in good faith with respect to the impact of the decision to go on split session in the seventh grade. The Charging Party seeks monetary damages for the 12 seventh grade teachers with respect to the impact of the Board's decision.

It is the position of the Respondent Board that it had no obligation to negotiate with the Charging Party with respect to the decision to go on a split session in the seventh grade for the school year 1976-77. The Respondent cites cases such as Burlington County College Faculty Association v. Board of Trustees of Burlington County College, 64 N.J. 10 (1973) and other decisions of P.E.R.C. in support of its position. The Board notes further that even assuming it was obligated to negotiate with respect to this decision the Charging Party is time-barred under Section 5.4(c). The Board contends finally, that it did negotiate

in good faith with respect to impact and that considering the "totality" of its conduct there was no violation of the Act.

The Decision of the Board to go on Split Sessions for the Seventh Grade was a Major Educational Policy Decision

The Hearing Examiner concludes, based on decisions of the courts and P.E.R.C., that the February 1976 decision of the Respondent Board to go on split shifts for the seventh grade in the 1976-77 school year was a major educational policy decision and thus not mandatorily negotiable. See, for example, Burlington County College,supra; Rutgers, The State University, P.E.R.C. No. 76-13, 2 NJPER 13 (1976); Newark Firemen's Union of New Jersey, P.E.R.C. No. 76-40, 2 NJPER 139 (1976); Board of Education of the Borough of Ridgefield, P.E.R.C. No. 77-9, 2 NJPER 284 (1976); and Green Brook Township Board of Education, P.E.R.C. No. 77-11, 2 NJPER 288 (1976). However, under the foregoing P.E.R.C. decisions the Board's decision was permissively negotiable.

The Hearing Examiner is unable to conclude that the decision to go on split sessions was a "proposed new rule or modification of existing rules governing working conditions", as to which there would have to be mandatory negotiations with the Association before institution of the decision, as provided in Section 5.3 of the Act. A decision to place teachers on split sessions is clearly the discharge of an educational function of the Board and not the proposal of a new rule or the modification of existing rules governing working conditions. The matter of impact upon working conditions, as to which there is a mandatory obligation to negotiate, will be discussed hereinafter.

Further, the Hearing Examiner is of the opinion, and concludes, that even if the February 1976 decision of the Board to go on split sessions in the seventh grade was mandatorily negotiable, the Association would have had to file a charge of unfair practices within the six-month limitation period established by Section 5.4(c) of the Act, or, by September 1976. The Association did not file charges of unfair practices until April 12, 1977, a date clearly beyond the six-month period.

The Respondent Board Negotiated in Good Faith with Respect to the Impact of the Decision to go on Split Sessions and did not Violate the Act

Considering the negotiating conduct of the Respondent Board, in its

totality, in the light of applicable authorities, infra, the Hearing Examiner is of the opinion that the Board fulfilled its collective negotiations obligation to the Association and did not negotiate in bad faith. See State of New Jersey and Council of New Jersey State Colleges, etc., E.D. No. 79, 1 NJPER 39, aff'd., State of New Jersey v. Council of New Jersey State College Locals, etc. 141 N.J. Super. 470 (App. Div. 1976) and Township of Hillside, P.E.R.C. No. 77-47, 3 NJPER 98 (1977).

In State of New Jersey, supra, the Executive Director of the Commission refused to issue a Complaint upon a charge alleging that the State's failure to acquiesce during negotiations on salaries and fringe benefits constituted "bad faith bargaining". The Executive Director, drawing upon established principles of labor law in both the private and public sectors, found that: "It is necessary to subjectively analyze the totality of the parties' conduct in order to determine whether an illegal refusal to negotiate may have occurred...The object of this analysis is to determine the intent of the respondent, i.e., whether the respondent brought to the negotiating table an open mind and a sincere desire to reach an agreement, as opposed to a predetermined intention to go through the motions, seeking to avoid, rather than reach, an agreement." (Emphasis supplied). (1 NJPER 40).

The Executive Director then went on to note as follows:

> "It is well established that the duty to negotiate in good faith is not inconsistent with a firm position on a given subject. 'Hard bargaining' is not necessarily inconsistent with a sincere desire to reach an agreement. An adamant position that limits wage proposals to existing levels is not necessarily a failure to negotiate in good faith. Were the State to have been inflexible on the salary issue, which it appears not to have been, a refusal to negotiate in good faith would not be found without an evaluation of its conduct throughout the negotiations on all issues." (Emphasis supplied). (1 NJPER 40).

The Executive Director concluded in State of New Jersey, supra, that while the State had been adamant on the issue of salaries it had given reasons for its position, and no indication of a desire or intention not to reach an agreement could be found, which might constitute a refusal to negotiate in good faith.

So, too, did the Commission conclude in Township of Hillside, supra, that "...the totality of the Township's bargaining conduct reveals no violation of the duty to bargain in good faith..." (Emphasis supplied).

The facts in the instant case indicate clearly, that based upon the totality of the Board's conduct in negotiations, there was no element of bad faith manifested. As indicated in the foregoing Findings of Fact, there were three or four negotiation sessions between September and December 1976 where the subject was the "impact" upon the 12 seventh grade teachers who went on split sessions as of September 1976. Under date of October 19, 1976, the Association presented to the Board five proposals for resolving the matter of impact. The Board made a response to each of the five proposals and agreed to the fifth proposal, namely that substitute split session teachers be paid $6.00 per period, and the Board is currently making such payment.

It is true that the Board did not make written counter-proposals. There is nothing in the law of collective negotiations under P.E.R.C., or in any other jurisdiction, that requires negotiations to be conducted by written proposals and counter-proposals. The significant thing in the instant case is that the Board made a response, in some detail, to each of the five Association proposals. It is also noted that the Association made an additional demand for $3,000 per year for each teacher on split session, and that the Board did counter-propose that it would grant compensatory time.

The Hearing Examiner notes that, on the record, there have been no negotiations on impact since December 1976. The parties did not indicate on the record any explanation for the cessation in negotiations and why, for that matter, there were only three to four meetings. There was no evidence adduced that the parties were at an impasse, and no Notice of Impasse has been filed with the Commission.

So much for the consideration of the totality of conduct of the Respondent Board in negotiations.

As noted previously, the Hearing Examiner has concluded that the decision to go on split sessions was a major educational policy decision, as to which the Board was under no obligation to negotiate. Stated another way, the decision of the Board herein was not a mandatory subject of negotiations. However, it is well settled under P.E.R.C. decisions that the decision of the Board in the instant case to go on split sessions was a permissive subject to negotiations, as to which the Board is free to negotiate with the Association if it so desires. It is equally well settled under P.E.R.C. decisions that, as to a permissive subject of negotiations, the impact of the permissive decision, upon terms and conditions of employment, is mandatorily negotiable. See, for example, Board of Education of Tenafly,

P.E.R.C. No. 76-24, 2 NJPER 75, 76 (1976); Council of New Jersey State College Locals, etc. and State of New Jersey (Stockton State College), P.E.R.C. No. 76-33, 2 NJPER 147, 148 (1976); and City of Jersey City, P.E.R.C. 77-33, 3 NJPER 66, 68 (1976).

As concluded above, the Board has negotiated in good faith with respect to impact upon terms and conditions of employment of the 12 seventh grade teachers who were placed on split sessions for the 1976-77 school year. The Board has, thus, discharged its obligation to negotiate in good faith on a mandatorily negotiable subject.

Under the circumstances, and for the reasons stated above, it is concluded that the Association has failed to meet its obligation under the rules of the Commission that it prove the allegations in its complaint by a preponderance of the evidence: N.J.A.C. 19:14-6.8.

* * * *

Upon the foregoing, and upon the entire record in this case, the Hearing Examiner makes the following:

CONCLUSIONS OF LAW

1. The decision of the Respondent Board in February 1976 to go on split sessions for the 1976-77 school year in the seventh grade was a major educational policy decision as to which there was no mandatory obligation to negotiate. In any event, there was no charge of unfair practices with respect to this decision filed within the six-month period mandated by Section 5.4 (c) of the Act.

2. Based upon the totality of conduct of the Respondent Board in collective negotiations conducted by the parties hereto with respect to impact, the Respondent Board did not engage in bad faith negotiations.

3. The Respondent Board did not violate the provisions of N.J.S.A. 34:13A-5.4(a)(1) and (5) of the Act.

RECOMMENDED ORDER

The Respondent, Warren Hill Regional Board of Education, did not violate N.J.S.A. 34:13A-5.4(a)(1) and (5), and it is HEREBY ORDERED that the Complaint be dismissed in its entirety.

Alan R. Howe
Hearing Examiner

Dated: January 30, 1978
Trenton, New Jersey