

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

THE BOARD OF EDUCATION OF  
VOCATIONAL SCHOOLS IN BERGEN  
COUNTY,

Public Employer,

-and-

Docket No. RO-81-104

BERGEN COUNTY VOCATIONAL  
TECHNICAL SCHOOL EDUCATION  
ASSOCIATION,

Petitioner.

SYNOPSIS

The Public Employment Relations Commission, applying the guidelines of In re Piscataway Bd. of Ed., P.E.R.C. No. 84-\_\_\_, 10 NJPER \_\_\_ (¶ \_\_\_ 1984), also decided today, holds that nonsupervisory custodians, maintenance employees, grounds employees, bus drivers, and matrons of the Board of Education of Vocational Schools in Bergen County should be given the opportunity to vote on whether they wish the representation of the Bergen County Vocational Technical School Education Association in the same unit as all nonsupervisory certified teachers and other professional employees of the Board. The Commission further holds that professional employees, pursuant to N.J.S.A. 34:13A-6, should be given the option of being or not being in the same unit as the nonprofessional supportive staff.

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BERGEN COUNTY VOCATIONAL  
TECHNICAL SCHOOL EDUCATION  
ASSOCIATION,

Petitioner.

Appearances:

For the Public Employer, Greenberg & Covitz, Esqs.  
(John C. McGlade, Of Counsel)

For the Petitioner, Vincent E. Giordano, New Jersey  
Education Association Field Representative

DECISION AND ORDER

On November 3, 1982, the Bergen County Vocational Technical School Education Association ("Association") filed a Petition for Certification of Public Employee Representative with the Public Employment Relations Commission. The Association seeks to add custodians, maintenance employees, grounds employees, bus drivers, and matrons now represented in a separate unit by the Bergen County Vocational-Technical Schools Custodial/Maintenance Association ("Custodial Association") to its unit of certified nonsupervisory teachers and other professional employees. Both units consist of employees of the Board of Education of Vocational Schools of Bergen County ("Board") and both current majority representatives are affiliates of the NJEA.

The Custodial Association supports the petition.

The Board has filed a statement of position opposing the petition. Relying on In re Englewood Board of Education, P.E.R.C. No. 82-25, 7 NJPER 516 (¶12229 1981) ("Englewood"), it asserts that the proposed unit is inappropriate based on an alleged lack of community of interest between professional and nonprofessional employees and a history of negotiations with separate units.

On January 19, 1983, the Director of Representation issued a Notice of Hearing. On March 29, 1983, Hearing Officer Joan Kane Josephson conducted a hearing. The parties stipulated facts, examined witnesses and presented exhibits. Both parties filed post-hearing briefs.

On January 12, 1984, Hearing Officer Nathaniel L. Fulk issued his report and recommended decision.<sup>1/</sup> H.O. No. 84-9, 10 NJPER 90 (¶15047 1984). He found that the employees in question shared a community of interest, but nevertheless concluded that the history of negotiations with separate units precluded giving these employees the opportunity to choose unified representation in the same unit if they so desired.

On January 30, 1984, the Association filed exceptions asserting that this case was distinguishable from Englewood.

We have reviewed the record. The Hearing Officer's findings of fact (pp. 3-7) are accurate. We adopt and incorporate them here.

<sup>1/</sup> Following the hearing, Hearing Officer Josephson resigned her position with the Commission staff. Pursuant to N.J.A.C. 19:11-6.4, this case was assigned to Hearing Officer Nathaniel L. Fulk for determination.

We disagree with the Hearing Officer's recommendation that the teachers and other professional employees and the custodial/maintenance staff in this case should not be given the opportunity to choose unified representation in a single unit if they so desire. In a companion case decided today, In re Piscataway Twp. Bd. of Ed., P.E.R.C. No. 84-\_\_\_, 10 NJPER \_\_\_ (¶ \_\_\_ 1984), we extensively reviewed the history, precedents, and policies concerning unit structures in New Jersey school districts (Slip opinion at pp. 5-10); we incorporate that discussion here. When a dispute concerning the propriety of including one or more groups of supportive staff with teachers and other professional school district employees has arisen, the Commission since 1969 has consistently found that teachers and supportive staff have a community of interest stemming from such factors as their shared goals, the central authority controlling their working conditions, and their common working facilities and environment; and that this community of interest generally warrants giving teachers and supportive staff the opportunity to choose a unified representative in a single unit if they so desire. See, e.g., In re West Milford Bd. of Ed., P.E.R.C. No. 56 (1971); In re Bergenfield Bd. of Ed., P.E.R.C. No. 7 (1969) We have also recognized, however, that affording employees such an opportunity is not an automatically applicable approach and will not be used when especially compelling circumstances justifying the continuation of separate units are present. In re Englewood Bd. of Ed., P.E.R.C. No. 82-25, 7 NJPER 516 (¶12229

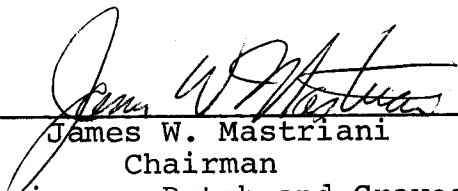
1981). The question in the instant case is whether the facts here fit within the narrow contours of Englewood and compel dismissal of the petition, thus negating altogether the factor of employee choice for or against unified representation. The answer is no. Unlike Englewood, the majority representative of the supportive staff unit welcomes, rather than vigorously opposes, the proposed unit and the existing units are not the subjects of longstanding certifications.<sup>2/</sup> Given these differences, we believe that the factors (including past negotiations history) relevant to determining appropriate unit structure are sufficiently in balance to permit the desires of the employees for or against unification to control. Accordingly, the supportive staff in question here should be given the opportunity to vote on whether they wish the Association's representation in the proposed unit. Further, professional employees, pursuant to N.J.S.A. 34:13A-6, should be given the option of being or not being in the same unit as the supportive staff have.

<sup>2/</sup> In this regard, we also note that the custodial/maintenance unit had only been in existence for five and one-half years before the filing of the instant petition and that officials of the majority representatives had consulted each other with respect to negotiations proposals and grievances prior to the petition.

ORDER

The case is remanded to the Administrator of Representation for further proceedings consistent with this opinion.

BY ORDER OF THE COMMISSION

  
\_\_\_\_\_  
James W. Mastriani  
Chairman

Chairman Mastriani, Commissioners Butch and Graves voted in favor of this decision. Commissioners Suskin and Wenzler voted against the decision. Commissioners Hipp and Newbaker abstained.

DATED: TRENTON, NEW JERSEY  
April 18, 1984  
ISSUED: April 19, 1984

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

In the Matter of

THE BOARD OF EDUCATION OF  
VOCATIONAL SCHOOLS IN BERGEN  
COUNTY,

Public Employer,

-and-

Docket No. RO-83-104

BERGEN COUNTY VOCATIONAL TECHNICAL  
SCHOOL EDUCATION ASSOCIATION,

Petitioner.

SYNOPSIS

A Hearing Officer of the Public Employment Relations Commission recommended that a petition seeking to add a unit of custodians, maintenance men, groundsmen, bus driver, and matrons to an existing professional unit be found inappropriate because of the long undisturbed history of separate custodian and professional units in the district. The professional unit has been in existence for 14 years and the custodian unit for six years. The Hearing Officer concluded that the policy established by the Commission in In re Englewood Board of Education, P.E.R.C. No. 82-25, 7 NJPER 516 (¶12229 1981), regarding the application of negotiations history to unit structure, applied herein, even though the negotiations history for the custodian unit was for a shorter period of time. The Hearing Officer further relied on the fact that there was no evidence to suggest that the Custodian Association was either unstable or unable to provide effective representation to its unit members in reaching his conclusion.

A Hearing Officer's Report and Recommendations is not a final administrative determination of the Public Employment Relations Commission. The case is transferred to the Commission which reviews the Report and Recommendations, any exceptions thereto filed by the parties, and the record, and issues a decision which may adopt, reject or modify the Hearing Officer's findings of fact and/or conclusions of law.

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Docket No. RO-83-104

BERGEN COUNTY VOCATIONAL TECHNICAL  
SCHOOL EDUCATION ASSOCIATION,

Petitioner.

Appearances:

For the Public Employer  
Greenberg & Covitz, Esqs.  
(John C. McGlade, Of Counsel)

For the Petitioner  
Vincent E. Giordano, NJEA Field Representative

HEARING OFFICER'S REPORT  
AND RECOMMENDATIONS

A Petition for Certification of Public Employee Representative was filed with the Public Employment Relations Commission ("Commission") on November 3, 1982, by the Bergen County Vocational Technical School Education Association ("Petitioner or Teacher Association"), seeking to add employees then represented in a separate unit by the Bergen County Vocational-Technical Schools Custodial/Maintenance Association ("Custodian Association"), <sup>1/</sup> and employed

1/ The Custodians unit as defined in Exhibit J-1, the 1981-1983 Custodians collective agreement includes the following titles: Custodians, Maintenance Men, Groundsmen, Bus Drivers, and Matrons.



by the Board of Education of Vocational Schools in Bergen County ("Board"), into its existing certified/professional unit. <sup>2/</sup>

On November 4, 1982, the Director of Representation scheduled an informal conference with the parties for November 18, 1982. The conference was rescheduled and held on November 24, 1982, and no resolution was reached. The Board, relying on In re Englewood Board of Education, P.E.R.C. No. 82-25, 7 NJPER 516 (¶12229 1981) opposed the Petition and argued that the consolidation of the two units was inappropriate because there was insufficient community of interest between certificated and non-certificated personnel and because of each unit's prior negotiations history. The Petitioner argued that there was a sufficient community of interest between the existing unit of certificated personnel and the petitioned for unit of non-certificated personnel. It also argued that the Englewood decision was distinguishable in that it concerned a prior negotiations history of over ten years while in the present instance the Custodian Association has only been negotiating since 1977, and further that the incumbent Custodian Association favors consolidation while in Englewood, the incumbent union opposed consolidation.

Pursuant to a Notice of Hearing issued January 19, 1983, by the Director of Representation, a hearing was scheduled for March 1 and 2, 1983. This hearing was then rescheduled and held on March 29, 1983, before Hearing Officer Joan Kane Josephson. Post-hearing briefs were filed by April 26, 1983. Noting the exist-

<sup>2/</sup> The Petitioner's professional unit as defined in Exhibit J-5, the 1980-1983 collective agreement includes "all non-supervisory certificated personnel excluding subject area supervisors and lead teachers."

ence of a question concerning representation which could not be resolved by the parties, the undersigned notes that this matter is properly before me for a Report and Recommendations. <sup>3/</sup>

Based upon the entire record in this proceeding the Hearing Officer makes the following:

FINDINGS OF FACT

1. The Board of Education of the Vocational Schools in Bergen County is a public employer within the meaning of the Act, is the employer of the employees who are the subject of this Petition, and is subject to the provisions of the Act.

2. The Teacher Association and the Custodian Association are public employee representatives within the meaning of the Act and are subject to its provisions.

3. The Petitioner seeks to add all of the employees in what is being referred to as the Custodian Association into the existing Teacher Association. The Petitioner argues that such a consolidation is appropriate and that there is no reason to deny such a result. The Board however claims that the consolidation is inappropriate due to the circumstances of the case. The Custodian Association has not opposed consolidation and in fact requested that the Teacher Association include them within its unit for the purpose of collective negotiations. (Exhibit P-1). The Custodian Association has yet to disband and each unit is currently negotiating separate agreements.

<sup>3/</sup> Shortly after the completion of the record, Joan Kane Josephson resigned her position with the Commission. Pursuant to N.J.A.C. 19:11-6.4, this matter was transferred to the undersigned Hearing Officer for a determination.

4. The parties have stipulated the following facts:

a) The Board and the Custodian Association have entered into four separate agreements covering the period from July 1, 1977 through June 30, 1983.

b) The Board and the Teacher Association have entered into approximately ten separate agreements covering the period of July 1, 1969 through June 30, 1983.

c) The negotiations between the Board and each Association have always been separate resulting in separate negotiations agreements, and the negotiating teams for each unit have consisted solely of either teachers or custodians. Each unit has been aided by a professional negotiator.

d) Both Associations are affiliated with the New Jersey Education Association - the Teacher Association since at least 1969 and the Custodian Association for at least the past four years.

e) The Teacher Association represents a unit of approximately 210 individuals while the Custodian Association represents approximately 35 individuals.

5. The following facts are found with respect to community of interest:

a) The custodians work in three shifts while the teachers work a traditional workday.

b) The custodians are all twelve month employees and the teachers work on a ten month schedule.

c) The custodians are required to wear uniforms.

d) There are seven schools within the district-- two schools each in Teterboro, Hackensack and Paramus and one school

in Norwood. There is not an equal number of custodians in each school. Several schools have as little as one while others have six.

6. There are seven collective negotiations units in the school system. These units represent teachers, custodians, secretaries, cafeteria staff, unclassified business office staff, and the central office staff. Each unit negotiates its own contract and all of the contracts expire on the same date.

7. Both the Teacher Association and the Custodian Association were voluntarily recognized by the Board.

8. Although neither Association has ever engaged in mutual activities, the Presidents of each have met and discussed various union matters. Former Custodian Association President Frances Green had discussions with Teacher Association President, Henry Cummings, at various times concerning improvements to the custodians' grievance procedure, general working conditions, fringe benefits and sick days. They even exchanged contract proposals. It was Cummings who advised that the Custodian Association affiliate with NJEA. Cummings also advised Green concerning questions he had on two possible grievances. Neither grievance was filed however.

The last discussion Cummings had with Green and any member of the Custodian Association concerning a union related matter was in November of 1982. Green is no longer President and the record does not reveal that Cummings has had any discussions with the new President.

9. The following facts are found with respect to terms and conditions of employment:

a) Employees in both units receive different salaries and there are a greater number of classifications for the professionals, each classification receiving a higher salary. The custodians receive overtime pay.

b) The workday for the teachers ranges in time from six hours and 45 minutes to seven hours and five minutes. The custodians' workday is eight hours. Both custodians and teachers are permitted a duty free lunch period. The custodians' work year is 12 months and the teachers' is ten months.

The custodians also work in three different shifts: a day shift, an evening shift, or a midnight shift. Those custodians working the evening and midnight shifts receive a shift differential.

c) Employees in both units receive different insurance coverage. Those in the custodians' unit, along with their eligible family members, are under a dental plan with a maximum benefit per individual per policy year of \$1,000.00 with no deductible. The teachers received dental protection, not exceeding \$100.00 for the 1980-81 school year. <sup>4/</sup>

The teachers are provided hospitalization and medical-surgical insurance while the custodians are not, and the custodians are provided prescription drug insurance. <sup>5/</sup>

<sup>4/</sup> It is unclear from the parties' collective agreement (J-5) whether there is dental coverage for the 81-82 and 82-83 school years.

<sup>5/</sup> There is an indication in the teachers' present contract (J-5) in Article XXB. that a prescription drug program may be available to the teachers as of December 1, 1981, however, the record gives no indication as to whether the teachers received that benefit.

Employees in both units also receive reimbursements for the cost of a complete physical examination. The custodians are reimbursed for the complete cost of a physical examination up to \$100.00 while the teachers are reimbursed for one-half (1/2) of the cost of a physical examination, not exceeding \$100.00.

d) There is no contractual vacation schedule for the teachers; however, it is known that they are not required to work during the two summer months and it can be presumed that they receive the traditional vacation periods throughout the school year. The custodians receive five vacation days after one year of employment increasing to 15 days after five years. After 13 years of employment the custodians receive an additional day of vacation per year up to a maximum of 20 vacation days. All custodian vacation days must be taken when school is not in session.

Each unit enjoys the same sick leave and emergency leave benefits.

e) Additional Differences include the following:

(i) The custodians are supplied with protective safety glasses and uniforms. The uniforms are required wear at all times when school is in session.

(ii) All tenured teachers may be granted a maximum leave of one year without pay for personal reasons. Teachers may also receive tuition reimbursement for completed college courses. They as well are involved with extra-curricular duties which the custodians do not share.

ANALYSIS

There have been several unit consolidation cases which have come before the Commission in the past two years with factual patterns similar to the present case. In order to properly analyze the factors present in this case, it is necessary to look at some of those prior decisions.

In In re Englewood Board of Education, P.E.R.C. No. 82-25, 7 NJPER 516 (¶12229 1981), the Commission determined that a proposed consolidation of units including teachers, aides, secretaries and custodians was inappropriate due to the 12-year negotiations history between the board and the individual units. There were no allegations that any of the units provided its individual unit members with improper representation or that the units were unstable. All incumbent representatives, except for the one representing the custodial/maintenance unit, consented to the consolidation.

In Englewood the petitioning association contended that an all inclusive unit was appropriate notwithstanding the extensive negotiations history, and claimed that the mutual sharing of administrative goals and objectives within the school system by all employees was a more decisive component in determining the appropriateness of a unit than lengthy negotiations history. In its determination the Commission stated:

...the unit [custodial/maintenance] was created through Certification, and a successful negotiating relationship has existed for a period of twelve years; absent any compelling circumstances or justification other than that the petition on its face may constitute an appropriate unit which is broader in scope, we find no basis for disturbing the existing unit structure.

It is an essential ingredient to the maintenance of labor-management peace and harmony that an existing appropriate unit structure of a long-standing nature not be disturbed absent justification, especially under circumstances as presented herein; the conceded appropriateness of the certified custodial/maintenance unit, twelve years of negotiating history where no claims are present as to lack of stability or effectiveness of representation by the incumbent, [footnote omitted] objections by the employer and an incumbent employee organization to unit alteration and the absence of evidence that the existing units have in practice conducted negotiations on a broader scope than originally conceived, which might, in another instance, lead us to modify an existing unit structure in favor of one more reflective of the practice of the parties [footnote omitted] (7 NJPER at 519).

It is apparent that the Commission deems a longstanding negotiations history to be of paramount importance when resolving unit consolidation questions. What is not apparent however is how the Commission would determine the same issue where the history is of a shorter duration, and in a footnote in Englewood the Commission stated that, "[g]iven the substantial history presented herein, we are not called upon to weigh whether a unit structure with a shorter duration would compel the same result." [citation omitted].

The Director of Representation has issued several decisions in which he determined that the negotiations history was not significant enough to warrant maintaining separate negotiations units. In In re Lacey Township Board of Education, D.R. No. 82-48, 8 NJPER 269 (¶13116 1982), the Petitioner sought to add bus drivers and attendance officers into an existing unit of teachers, nurses, guidance counsellors, secretaries and clerical personnel. The bus drivers were already represented by a majority representative who chose not to intervene. The Board claimed that consolidation was inappropriate because there had been a successful negotiations



history with the bus drivers since 1973, and because there was not a sufficient community of interest between the blue collar and professional employees. Based upon prior decisions, the Director of Representation found there to be a sufficient community of interest between the groups of employees and then addressed whether the parties' negotiations history was sufficient enough to preserve the present unit structure.

The Director found several factors to distinguish Lacey from Englewood and ruled that a unit consolidation would be appropriate. The Board's relationship with the bus drivers commenced with voluntary recognition in 1973. The Board also negotiated separately with a secretarial unit from 1974-1980 until the Board agreed to the inclusion of the secretaries into the teachers' unit. The fact that the Board had already agreed to a consolidation of units between the secretaries and teachers compelled the Director to reason that the same pattern of uninterrupted negotiations as existed in Englewood was not present in Lacey and that further unit alteration could be accommodated. Additionally, the Director found that unlike Englewood, the majority representative for the bus drivers did not oppose consolidation with the teachers' unit and expressed no interest in further representation of the bus driver unit.

Similarly, in In re Moonachie Board of Education, D.R. No. 82-28, 8 NJPER 58 (¶13023 1981), unit consolidation was deemed appropriate where the petitioner sought to add an existing custodian unit to a professional employee unit. The Board objected to a consolidation alleging that the proposed unit was inappropriate

due to the negotiations history in each unit. The negotiations history in the custodian unit however was only three years, and only one written agreement, not reduced to a formal contract, had been reached. The incumbent organization, as well, was no longer interested in representing the employees.

This same issue was also considered in a very recent decision, In re Glen Rock Board of Education, H.O. No. 84-1, 9 NJPER 465 (¶14198 1983), in which a Hearing Officer determined that a petitioned-for unit consolidating both a secretaries unit and a teachers unit was inappropriate in light of a ten year negotiations history between the board and the secretaries unit. In this instance, the majority representative for the secretaries was willing to support the consolidation, however, the Hearing Officer reasoned from his interpretation of Englewood that the Commission did not intend to give compelling weight to the position of an incumbent union on the consolidation issue.

The undersigned has considered all of the prior legal history as well as the evidence and arguments raised herein and finds that the petitioned-for unit is inappropriate.

The Commission has generally found in favor of the establishment of collective negotiations unit along broad-based functional lines and has rejected claims for narrowly defined units based upon specific occupational distinctions. See In re State of New Jersey, P.E.R.C. No. 68 (1971), aff'd 64 N.J. 231 (1974). Unit determination questions, however, must be decided on the facts of each case.

Unlike previous decisions where units were not permitted to consolidate due to negotiations histories of ten and twelve years, the instant matter only concerns a prior negotiations history of six years.

This case also differs from those where unit consolidations were considered appropriate. In Moonachie the negotiations history for the custodians unit was three years and there had only been one memorandum of agreement, and in Lacey the Board had already consented to the consolidation of two units, each with significant negotiations histories, and the Director determined that once a pattern is broken, negotiations history cannot be relied upon. In this case the Board negotiates separately with seven units and there has been no evidence to suggest that this pattern has been broken.

The National Labor Relations Board shares the Commission's reluctance to change established negotiations units which are supported by substantial negotiations history. It has held, however, that a history of only 22 month is substantial, if not controlling, in determining an appropriate unit and has even found that a negotiations history of 15 months is substantial.<sup>6/</sup> In light of this, a negotiations history of six years is substantial. Although the undersigned is convinced that there is a sufficient negotiations history between the Board and the Custodian Association, it is not solely due to the length of time. Equally important is the fact that the parties have negotiated four agreements during this time.

<sup>6/</sup> See Buckeye Village Market, Inc., 175 NLRB 271 (1969); See also Gould-National Batteries, 150 NLRB 418 (1964) and Robert Hall Clothes, Inc., 118 NLRB 1096 (1957).

The number of agreements is as dispositive of a negotiations history as is the length of the relationship and compels a finding herein that a substantial negotiations history does exist for the Custodian Association and a consolidation of its unit with the Teacher Association would run contrary to the policy established in prior decisions. <sup>7/</sup>

There are other factors which also contribute to this determination. There are presently seven collective negotiations units within the district, each negotiating its own contract. No attempt has been made to create a broad-based unit which would include several of these units. The Board and each unit has operated comfortably without the need to consolidate until this present petition and even if the Teacher Association was successful in its attempt to add the custodians unit into its own, it would still leave five other units, which might also be appropriately consolidated. Given the fact that there are so many separate units, a continuation of this separation as it concerns the Custodian Association would not operate as a hardship to any of the parties.

Another factor is that neither the Teacher Association nor any unit member represented by the Custodian Association has alleged that the Custodian Association is either unstable or has failed to provide effective representation. At best the record shows that the President of the Custodian Association occasionally consulted with the Teacher Association's President concerning various matters but this does not indicate either an instability

<sup>7/</sup> The Commission in Englewood stated that: "It is an essential ingredient to the maintenance of labor-management peace and harmony that an existing appropriate unit structure of a long-standing nature not be disturbed absent justification...

7 NJPER at 519.

or a lack of effective representation. In light of the fact that the undersigned believes that a consolidation of the teachers and custodians units would be inappropriate, the absence of any claims against the Custodian Association demonstrating an inability to represent its unit members merely enhances that belief.

Finally, it must be noted that the Custodian Association did not oppose consolidation. In Glen Rock, the Hearing Officer determined that the position of the incumbent on the merger issue should not be given compelling or independent weight and further that the incumbent's preference had only a minimal effect on his overall determination. While in the instant matter there are a combination of factors which necessitate the instant determination, the undersigned does not agree that the incumbent's position has only a minimal effect. It clearly is a factor to be reckoned with and should be weighed against all other factors.

#### Community of Interest

The Board has also claimed that a merger of the two units would be inappropriate because of a lack of community of interest. The undersigned does not agree and finds there to be a sufficient community of interest. There are some similarities and many differences between the professional and custodial employees; however those differences have been considered in prior decisions and broad-based units have been favored. <sup>8/</sup>

<sup>8/</sup> See In re Moonachie, supra; In re Lacey Township; In re West Milford Board of Education, P.E.R.C. No. 56 (1971); In re Jefferson Township Board of Education, P.E.R.C. No. 61 (1971); and In re Spring Lake Heights Board of Education, D.R. No. 79-20, 5 NJPER 98 (¶10054 1979).

In this case, however, even with a community of interest between the two units present, other factors compel that they remain separate.

RECOMMENDATIONS

Accordingly, based upon the entire record herein, and for the above-stated reasons, the undersigned Hearing Officer recommends the following:

1. That the petitioned-for unit is inappropriate because of the negotiations history of the separate units as well as the fact that there will continue to be many separate negotiations units within the school district and that there is no claim or evidence of instability or lack of effective representation.

2. That the Petition, therefore, be dismissed.

Respectfully submitted,

Nathaniel L. Fulk  
Nathaniel L. Fulk  
Hearing Officer

Dated: January 12, 1984  
Trenton, New Jersey