P.E.R.C. NO. 83-136

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

RUTGERS UNIVERSITY COLLEGE TEACHERS ASSOCIATION,

Respondent,

-and-

Docket No. CE-80-12-52

RUTGERS, THE STATE UNIVERSITY,

Charging Party.

RUTGERS, THE STATE UNIVERSITY,

Respondent,

-and-

Docket No. CO-80-200-53

RUTGERS UNIVERSITY COLLEGE TEACHERS ASSOCIATION,

Charging Party.

RUTGERS, THE STATE UNIVERSITY,

Petitioner,

-and-

Docket No. SN-81-7

RUTGERS UNIVERSITY COLLEGE TEACHERS ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commissions holds that Rutgers did not violate the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., when it circulated certain salary notices, that a negotiations proposal regarding health plan benefits for co-adjutant faculty represented by the Rutgers University College Teachers Association is mandatorily negotiable, and that a negotiations proposal concerning basing job security, reductions in force, and reemployment of co-adjutant faculty strictly on seniority is non-negotiable as worded.

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Docket No. SN-81-7

RUTGERS UNIVERSITY COLLEGE TEACHERS ASSOCIATION,

Respondent.

Appearances:
For Rutgers, The State University, Carpenter, Bennett & Morrissey, Esqs. (John J. Peirano, Jr., of Counsel)

For the Association, Joseph Fisch, Esq.

DECISION AND ORDER

This case involves an unfair practice charge (Docket No. CE-80-12) that Rutgers, The State University ("Rutgers") filed against the Rutgers University College Teachers Association ("Association"), an unfair practice charge (Docket No. CO-80-200) the Association filed against Rutgers, and a Petition

for Scope of Negotiations Determination (Docket No. SN-81-7) that Rutgers filed concerning certain contract proposals the Association, the majority representative of Rutgers' co-adjutant faculty, seeks to negotiate. Rutgers and the Association disagree as to the negotiability of the following proposals and have charged each other with a refusal to negotiate in good faith over these proposals because of this disagreement: 1/

XI. DISMISSAL AND JOB SECURITY

1. In the event of the dismissal of a co-adjutant faculty member the University shall be required to furnish such member with the reason, in detail, for his or her dismissal.

2. A co-adjutant faculty member shall be entitled to job security, as hereinafter defined, after having taught at least one semester in two (2) consecutive years.

3. JOB SECURITY DEFINED

Job security is designed to provide for competent personnel during good behavior, viz., protection against unfair or unwarranted dismissal.

1/ In particular, Rutgers has charged the Association with violating subsection 5.4(b)(3) of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. (the "Act"). This subsection prohibits employee organizations, their representatives or agents from: "(3) Refusing to negotiate in good faith with a public employer, if they are the majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit."

The Association in turn has charged Rutgers with violating subsections 5.4(a)(1),(3) and (5) of the Act. 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; (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."

A co-adjutant shall be entitled to continued employment based on seniority in his/her respective department.

Seniority shall be determined by the number of semesters taught during the academic year at Rutgers University. If a decision must be made for continued employment between two or more co-adjutants of equal seniority, the co-adjutant of higher rank (range and step) shall be deemed to have seniority. If a decision must be made between co-adjutants of equal seniority and equal rank the co-adjutant with the earlier initial hiring date shall be deemed to have seniority.

4. DISMISSALS - REDUCTIONS IN FORCE (LAYOFFS)

Dismissals resulting from reduction in force shall not be made by reason of age, sex, marriage, race, religion or political affiliation but shall be made on the basis of seniority.

5. REEMPLOYMENT (RECALL)

If any co-adjutant shall be dismissed as a result of reduction in force, he/she shall be and remain on a preferred eligible list in order of seniority for reemployment whenever a vacancy occurs in a position for which such person shall be qualified and he/she shall be reemployed by the University.

In addition, the parties dispute whether the State Health Benefits Program, N.J.S.A. 52:14-17.25 et seq. preempts negotiation over a health benefits plan for co-adjutant faculty. Finally, the Association has alleged that Rutgers violated the Act when it notified co-adjutant faculty that ongoing contract negotiations could result in a salary that might be the same, higher, or lower than under their notices of assignment.

In In re Rutgers, The State University, P.E.R.C. No. 81-57, 6 NJPER 546 (¶11277 1980), the Commission ordered a consolidated hearing concerning these issues. On January 29 and

March 2, 1981, Commission Hearing Examiner Edmund G. Gerber conducted hearings at which the parties examined witnesses and presented evidence. Post-hearing briefs were filed.

On February 9, 1983, the Hearing Examiner issued his report and recommendations, H.E. No. 83-26, 9 NJPER ___ (¶_____ 1983). Although he rejected Rutgers' assertions that co-adjutant faculty were rehired each semester and that the seniority provisions would therefore impermissibly establish hiring criteria, he found that the seniority provisions were nevertheless non-negotiable because they unduly restricted Rutgers' ability to assign qualified instructors to teach particular courses. The Hearing Examiner also found that the State Health Benefits Program did not preempt negotiations over a health benefits plan for co-adjutant faculty. He further found that Rutgers had not violated the Act when it sent out the notice regarding the possible impact of contract negotiations on employee salaries.

On February 23, 1983, the Association filed Exceptions. It contends that the Hearing Examiner erred in concluding that the Association's seniority proposals were not negotiable.

On March 9, 1983, Rutgers filed Exceptions. It contends that the Hearing Examiner erred in finding that coadjutant faculty members are not rehired each semester.2/

2/ In its Exceptions, Rutgers also objects to the failure of the Association to comply with N.J.A.C. 19:14-7.3. We find, however, that the Association has substantially complied with this rule.

We initially note that neither party now contests the Hearing Examiner's finding that Rutgers did not violate the Act when it circulated the salary notices. Based on our review of the record, we find substantial evidence to support the Hearing Examiner's findings and recommendations in this regard. Accordingly, we dismiss the Complaint issued in Docket No. CO-80-200.

Similarly, neither party now contests the Hearing Examiner's conclusion that the State Health Benefits Plan does not preempt negotiations over a health benefits plan. The record again supports the Hearing Examiner's findings and recommendations. In the absence of Exceptions, we find that the Association's contract proposal regarding a health benefits plan is mandatorily negotiable and that the Association did not violate the Act by seeking to negotiate concerning the health benefits plan.[3/] Accordingly, we dismiss the Complaint issued in Docket No. CE-80-12.

Finally, we consider the negotiability of the Association's proposals that substantive decisions concerning the job security, reductions in force, and reemployment of co-adjutant teachers must be based strictly upon their seniority.[4/] We agree with the Hearing Examiner's analysis of these proposals (pp. 5-7) and his conclusion that they are not mandatorily

3/ We further note, as an alternative basis for this holding, that the Association merely asked to negotiate concerning the health benefits plan and did not insist until impasse over the inclusion of such a term in a contract. The mere presentation of such a proposal does not constitute a refusal to negotiate in good faith.

4/ Section 1 of proposed Article XI is purely procedural and is mandatorily negotiable.

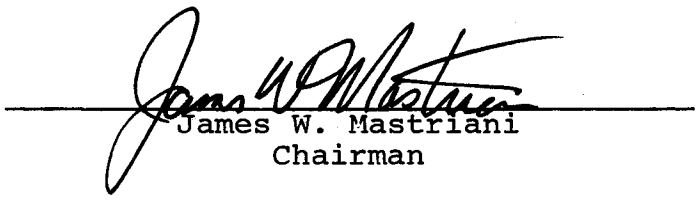
negotiable because, as written, they would unduly restrict Rutgers' ability to match the qualifications of particular instructors with the particular courses Rutgers decides to offer. We incorporate that analysis and conclusion here.[5/]

ORDER

The Complaints issued in Docket Nos. CE-80-12 and CO-80-200 are dismissed.

The Association must refrain from negotiating with Rutgers with respect to its contract proposals concerning seniority as it would determine job security, dismissals and reemployment.

BY ORDER OF THE COMMISSION



James W. Mastriani
Chairman

Chairman Mastriani, Commissioners Hipp, Newbaker, Suskin, Butch and Hartnett voted for this decision. Commissioner Graves voted against this decision.

DATED: Trenton, New Jersey
April 19, 1983
ISSUED: April 20, 1983

5/ Given this conclusion, we do not need to decide whether co-adjutants are "rehired," as Rutgers contends, or are merely "reassigned," as the Association maintains. Regardless of the label attached to the personnel decision in question, requiring that such a decision be made strictly on an employee's seniority intrudes too severely on Rutgers' managerial prerogatives. We also need not decide whether a seniority provision would be negotiable if its application was limited to situations in which the appointed and rejected teaching candidates in fact were otherwise equally qualified. In re Willingboro Bd. of Ed., P.E.R.C. No. 82-67, 8 NJPER 104, 106, n. 4 (¶13042 1982).

H. E. No. 83-26

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

In the Matter of

RUTGERS UNIVERSITY COLLEGE TEACHERS ASSOCIATION,

Respondent,

-and-

RUTGERS - THE STATE UNIVERSITY,

Charging Party.

Docket No. CE-80-12-52

RUTGERS -THE STATE UNIVERSITY,

Respondent,

-and-

RUTGERS UNIVERSITY COLLEGE TEACHERS ASSOCIATION,

Charging Party.

Docket No. CO-80-200-53

RUTGERS - THE STATE UNIVERSITY,

Petitioner,

-and-

RUTGERS UNIVERSITY COLLEGE TEACHERS ASSOCIATION,

Respondent.

Docket No. SN-81-7

SYNOPSIS

A Hearing Examiner recommends that the Public Employment Relations Commission find that the Rutgers University College Teachers Association ("RUCTA") may not negotiate with Rutgers -The State University concerning seniority. RUCTA represents co-adjutant faculty of Rutgers and it was found that the co-adjutant faculty have a rather unique relationship with Rutgers in that they are given work every semester by way of assignment and assignments made on the basis of seniority are a non-negotiable matter.

It was further recommended that Rutgers negotiate with RUCTA concerning a health benefit plan. Although full-time employees of Rutgers were required to be members of the State Health Benefits Program, part-time employees are excluded from that program and health benefits otherwise being a term and condition of employment, it was found that such programs are mandatory terms and conditions of employment.

It was finally found that a notice that went out to all members of the unit stating that the salary that the unit members were receiving was subject to negotiations and "the salary figure finally agreed upon as a result of these negotiations may be the same, higher or lower than that indicated on this letter." It was found that this language contains no threat of reprisal or changes or promise of benefits and therefore is not violative of the Act.

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. 83-26

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

In the Matter of

RUTGERS UNIVERSITY COLLEGE
TEACHERS ASSOCIATION,

Respondent,

-and- Docket No. CE-80-12-52

RUTGERS - THE STATE UNIVERSITY,

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RUTGERS - THE STATE UNIVERSITY,

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-and- Docket No. CO-80-200-53

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TEACHERS ASSOCIATION,

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RUTGERS - THE STATE UNIVERSITY,

Petitioner,

-and- Docket No. SN-81-7

RUTGERS UNIVERSITY COLLEGE
TEACHERS ASSOCIATION,

Respondent.

Appearances:

For Rutgers University College Teachers Association
Joseph Fisch, Esq.

For Rutgers - The State University
Carpenter, Bennett & Morrissey, Esqs.
(John J. Peirano, Jr., Esq.)

HEARING EXAMINER'S RECOMMENDED
REPORT AND DECISION

This consolidated case arises by way of an order from the Public Employment Relations Commission ("Commission") in Rutgers, The State University and Rutgers University College Teachers Assn., P.E.R.C. No. 81-57, 6 NJPER 546 (¶11277 1980), ordering an

evidentiary hearing with respect to issues raised in a scope of negotiations petition filed by the Rutgers University College Teachers Association ("RUCTA") as an outgrowth of its negotiations with Rutgers - The State University ("Rutgers" or "University"). The scope petition was, in turn, an outgrowth of two unfair practice charges filed by Rutgers and RUCTA, respectively, each alleging the other is not negotiating in good faith with respect to certain subject matter. The two charges were consolidated with the scope petition by the Commission and are also the subject of this report.

Pursuant to the Commission order, hearings were held on January 29 and March 2, 1981, and all parties had the opportunity to examine and cross-examine witnesses, to present evidence and to argue orally. All stipulations and post-hearing briefs were received by December 24, 1981.

The proposals for negotiations submitted by RUCTA involve "dismissal and job security proposals" which, on their face, establish a seniority system for co-adjutant faculty members by department for the purpose of job security, reduction in force (layoff) or re-employment from reduction in force (recall).

XI. DISMISSAL AND JOB SECURITY

1. In the event of the dismissal of a co-adjutant faculty member the University shall be required to furnish such member with the reason, in detail, for his or her dismissal.

2. A co-adjutant faculty member shall be entitled to job security, as hereinafter defined, after having taught at least one semester in two (2) consecutive years.

3. JOB SECURITY DEFINED

Job Security is designed to provide for competent personnel during good behavior, viz., protection against unfair or unwarranted dismissal.

A co-adjutant shall be entitled to continued employment based on seniority in his/her respective department.

Seniority shall be determined by the number of semesters taught during the academic year at Rutgers University. If a decision must be made for continued employment between two or more co-adjutants of equal seniority, the co-adjutant of higher rank (range and step) shall be deemed to have seniority. If a decision must be made between co-adjutants of equal seniority and equal rank the co-adjutant with the earlier initial hiring date shall be deemed to have seniority.

4. DISMISSALS - REDUCTIONS IN FORCE (LAY-OFFS)

Dismissals resulting from reduction in force shall not be made by reason of age, sex, marriage, race, religion or political affiliation but shall be made on the basis of seniority.

5. REEMPLOYMENT (RECALL)

If any co-adjutant shall be dismissed as a result of reduction in force, he/she shall be and remain on a preferred eligible list in order of seniority for reemployment whenever a vacancy occurs in a position for which such person shall be qualified and he/she shall be reemployed by the University.

Rutgers contended that RUCTA's proposal is not really a seniority demand but is a demand concerning the determination for criteria for hiring. It is maintained that co-adjutants are hired on a semester-to-semester basis. Their employment depends on the University's need at the moment; there is no right to expect re-employment for any given semester, nor to expect to be retained by the University during a semester if a co-adjutant assigned

course is cancelled for any reason.

Rutgers thus reasons that all employment of co-adjutants involves hiring decisions because co-adjutants are hired anew each semester. Demands to establish criteria for hiring even if labeled "seniority" are clearly within the realm of management prerogatives and hence are non-negotiable.

In its decision in P.E.R.C. No. 81-57, the Commission stated that in the abstract, job tenure and seniority as a basis for reduction in force are terms and conditions of employment. However, Rutgers raises a serious concern that in the particular context of the employment relationship presented, tenure and seniority as a basis for co-adjutant re-employment interferes with its management prerogative to decide whom it shall employ.

In order to resolve the factual dispute between the two positions, the Commission ordered the instant proceeding.

On the entire record the undersigned finds that the co-adjutant faculty of the RUCTA unit are not freshly hired each year. After the initial hiring process, co-adjutants are simply assigned a course at the beginning of each semester by way of a document entitled "Notice of Co-Adjutant Instructional Assignment."

The University's own bookkeeping recognizes that certain co-adjutant faculty are "Regular co-adjutant"; they have a ten-month or longer assignment. These employees are classified "type 7" co-adjutants. The rest are referred to as "type 8." This Commission has made a determination that co-adjutants are entitled to an appropriate unit for negotiations. In re Rutgers University and RUCTA, 2 NJPER 229 (May 11, 1976), i.e. all co-adjutant faculty

members who commence employment for at least their second semester during a given academic year and who express a willingness to be rehired to teach at least one semester during the next succeeding academic year.

As demonstrated by RUCTA, regularity of the rate of re-assignment by the University is very high.

Tracking all co-adjutants, both type 7 and type 8 hired in a given semester, the percentage that returned are as follows:

(a)	Of 238 in Fall of 1977, 192 were subsequently re-assigned	81%
(b)	Of 166 assigned in Spring of 1978, 122 were subsequently re-assigned	74%
(c)	Of 105 assigned in Fall of 1978, 98 were subsequently re-assigned	93.3%
(d)	Of 91 assigned in the Spring of 1979, 68 were subsequently re-assigned	75%
(e)	Of 63 assigned in the Fall of 1979, 59 were subsequently re-assigned	94%
(f)	Of 55 assigned in the Spring of 1980, 42 were subsequently re-assigned	76%
(g)	Of 40 assigned in the Fall of 1980, 38 were subsequently re-assigned	95%

Finally, type 7 co-adjutants are entitled to membership in the Public Employment Retirement System.

It is quite evident that there is such a regularity of re-assignment and the procedures for re-assignment are so vastly different than that of original hire that co-adjutants in the unit are not freshly hired each semester; rather they are re-assigned each semester.

Nevertheless, having so found does not mean that the demands made by RUCTA are negotiable.

Seniority as it relates to layoffs, recall, bumping and re-employment is a negotiable subject. State of New Jersey v. State

Supervisory Employees-Assn., 78 N.J. 54, 84 (1978). Here, however, we are not dealing with a typical employment situation. The work assignments which are offered to the co-adjutants are for a fixed term - one or two semesters - and for one purpose: the teaching of a particular course. Unlike regular faculty employed by the University, co-adjutants have no other duties. The University regularly offers courses which require teachers that possess unique and specialized expertise beyond that of many instructors with a broad, generalized background.

There is some degree of continuity in their employment situation but the whole concept of maintaining the co-adjutant faculty is to allow the University College flexibility in the scheduling of courses. Since one-third of the students are newly admitted every year it is difficult to predict what will be taught in the following year. The University College has a substantial full-time faculty staff. There are 68 full-time faculty teaching in the University College in New Brunswick. At the time of the hearing 64 courses were taught by the co-adjutants, which is equivalent to the workload of approximately 16 full-time faculty members. Regular faculty have three year contracts or are tenured and remain on salary regardless of courses given. If a course is scheduled and then canceled the co-adjutant does not get paid.

What Rutgers is doing each semester is making teaching assignments. The document sent to the co-adjutants when they are offered a course to teach is a "Notice of Co-Adjutant Instructional Assignment." Making assignments on the basis of seniority

relates to substantive criteria for transfers and is therefore a non-negotiable matter of managerial prerogative. In re Local 195, IFPTE, AFL-CIO and State of New Jersey, 88 N.J. 393 (1982) at 417. RUCTA proposals for job security are unarguably seniority proposals.

There is no gainsaying that the preservation of one's job is a term and condition of employment (although co-adjutant positions are part time and the loss of such a position is not personally catastrophic in the way that the loss of a full-time position would be). On the other hand, the selection of instructors with the proper qualifications to teach a given course goes to the essence of the mission of the University.

Following the balancing test of Woodstown-Pilesgrove Reg. School Dist. v. Woodstown-Pilesgrove Ed/Assn., 81 N.J. 582, 591 (1980), I must recommend that the Commission find that to permit negotiations over assignments here would significantly interfere with the exercise of inherent management prerogatives pertaining to the determination of governmental policy. This is so even though the University in making its assignments is also determining whether its employees shall keep or lose their positions.

However, nothing herein precludes RUCTA from negotiating procedural aspects of assignment. Local 195, supra.

Unfair Practice Charge

The original Unfair Practice Charges contained a number of charges which have either been settled between the parties and/or adjudicated in a companion matter. Two issues are still

outstanding, the first is a demand by RUCTA to negotiate health-benefits coverage.

Rutgers is part of the State Health Benefits Program pursuant to N.J.S.A. 52:14-17.25 et seq. This statutory scheme requires that all eligible employees, regardless of rank or status, must receive equal benefits under the program. It is argued that RUCTA's proposal regarding health benefits is an attempt to negotiate provisions different from those provided by statute.

However, part-time employees are expressly excluded from the State Health Benefits Program. See N.J.A.C. 17:9-4.3(a)(1).

Nothing in the State Health Benefits Plan or the statutory scheme creating it, N.J.S.A. 52:14-7.25 et seq., either expressly or impliedly, deprives part-time employees, i.e. those in the RUCTA unit, from what otherwise would be their right to negotiate health benefits. 1/ The pertinent provisions simply exclude part-time employees from the plan.

Just as the statute envisions that employees can negotiate for a greater benefit package than granted by the plan, N.J.S.A. 52:14-17.29(F), so too employees excluded from the plan can negotiate.

It is noted that RUCTA is prepared to negotiate for a cash equivalent of a Health Benefit Package rather than an actual

1/ Although the New Jersey Supreme Court held in Bd/Ed of Bernards Twp. v. Bernards Twp. Ed/Assn., 79 N.J. 311, 316 (1979) that in carrying out its duties PERC will at times be required to interpret statutes other than the New Jersey Employer-Employee Relations Act (see also Hunterdon Central H.S. v. Hunterdon Central H.S.T.A., 174 N.J.Super. 468 (App. Div. 1980)), the undersigned does not presume to speak for the State Health Benefits Commission but there is nothing presented by Rutgers by way of legal argument which would indicate such a prohibition exists.

health benefit plan - in no sense is there any prohibition on such negotiations for Rutgers would not have to participate in any way in the creation of such health benefits plan for part-time employees.

Accordingly, making such a demand in negotiations is not an unfair practice and I hereby recommend that the Complaint brought by Rutgers (CE-80-12) be dismissed.

Finally, RUCTA claims that a Notice sent out to unit members regarding salaries was unlawful since it stated that negotiations were under way for a new contract and those negotiations could result in a lower salary than those being received.

The actual notice sent was an attachment to the "Notice of Co-Adjutant Instructional Assignment" letter.

> The University is currently in negotiations with RUCTA concerning the terms and conditions of employment of coadjutants represented by RUCTA. The salary figure finally agreed upon as a result of these negotiations may be the same, higher or lower than that indicated on this letter.

In City of Camden and Int'l Assn. of Firefighters Local 788, AFL-CIO, P.E.R.C. No. 82-103, 8 NJPER 309 (¶13137 1982), the Commission adopted the NLRB standard to determine limitations on free speech rights in labor relations. Section 8(c) of the National Labor Relations Act provides:

> The expressing of any views, argument, or opinion, or the dissemination thereof, whether in written, printed, graphic, or visual form, shall not constitute or be evidence of an unfair labor practice under any of the provisions of this subchapter, if such expression contains no threat of reprisal or force or promise of benefit.

There is no such express language in the Act; however, the New Jersey Supreme Court in Galloway Twp. Bd/Ed v. Galloway

Twp. Assn. of Educ'l Secys, 78 N.J. 1 (1978) reasoned that the Public Employment Relations Act was based on the N.L.R.A. and, accordingly, "the absence of specific phraseology in a statute may...be attributable to a legislative determination that more general language is sufficient to include a particular matter within the purview of the statute without further elaboration," at p. 15.

In Proctor & Gamble Mfg. Co., 160 NLRB 334, 62 LRRM 1617 (1966), the NLRB held:

> As a matter of settled law, section 8(a)(5) does not, on a per se basis, preclude an employer from communicating, in non-coercive terms, with employees during collective bargaining negotiations. The fact that an employer chooses to inform employees of the status of negotiations, or proposals previously made to the Union, or of its version of a breakdown in negotiations will not alone establish a failure to bargain in good faith.

See also, N.L.R.B. v. Corning Glass Works, 204 F. 2d 422 (1st Cir. 1953), 32 LRRM 2136; T.M. Cobb Co., 224 NLRB No. 104, 93 LRRM 1047 (1976) Safeway Trails Inc., 216 NLRB No. 171, 89 LRRM 1017 (1975); and PPG Industries Inc., 172 LRRM No. 61, 69 LRRM 1271 (1968).

RUCTA argues that even mentioning that salaries might be lower constitutes an unfair practice. Here the disputed letter no more than recites the three possible results of negotiations vis-a-vis salary. Although it is unlikely given the relationship between Rutgers and RUCTA, it is entirely possible that a breakthrough in negotiations concerning workload or fringe benefits might cause RUCTA to sign a contract where the salary is in fact decreased.

The language as it stands contains no threat of reprisal or force or promise of benefits. Accordingly it is recommended

that the remaining charges in RUCTA's Unfair Practice Complaint, CO-80-200, be dismissed.

Edmund G. Gerber
Hearing Examiner

Dated: February 9, 1983
Trenton, New Jersey