

H.E. NO. 93-23

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

In the Matter of

GLOUCESTER TOWNSHIP BOARD OF FIRE  
COMMISSIONERS, FIRE DISTRICT NO. 4,

Respondent,

-and-

Docket No. CO-H-92-277

CAMDEN COUNTY UNIFORMED FIRE FIGHTER  
ASSOCIATION, I.A.F.F. Local 3249, AFL-CIO,

Charging Party.

Appearances:

For the Respondent,  
Ruderman and Glickman, attorneys  
(Steven S. Glickman, of counsel)

For the Charging Party,  
John F. Pilles, Jr., of counsel

SYNOPSIS

A Hearing Examiner recommends that the Public Employment Relations Commission find the Gloucester Township Board of Fire Commissioners, Fire District No. 4 committed an unfair practice when it laid-off maintenance mechanic Keith Kemery. It was found that Kemery was an active member of the Camden County Uniformed Fire Fighters Association, I.A.F.F. Local 3249, AFL-CIO and the Fire District Commissioners were hostile to Kemery due to his activities on behalf of Local 3249. Its claim that it laid-off Kemery for budgetary reasons was pretextual.

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.

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HEARING EXAMINER'S REPORT  
AND RECOMMENDED DECISION

On March 4, 1992, the Camden County Uniformed Fire Fighters Association, I.A.F.F. Local 3249, AFL-CIO filed an unfair practice charge with the Public Employment Relations Commission alleging that the Gloucester Township Board of Fire Commissioners, Fire District No. 4 committed an unfair practice in violation of N.J.S.A. 34:13A-5.4(a)(1), (2), (3) and (4)<sup>1/</sup> when on December 12, 1991 it notified Keith Kemery that he was to be laid off.

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<sup>1/</sup> These subsections prohibit public employers, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the

Local 3249 alleged that this was an attempt by the Fire District to destroy the negotiations unit, for with Kemery's removal, the unit would be reduced to one employee.<sup>2/</sup>

The charge also made reference to an earlier unfair practice charge which was the subject of its own Hearing Examiner Report and Recommended Decision, H.E. 92-19, 18 NJPER 265 (¶23122 1992). That charge alleges that the District improperly failed to fill a vacant unit position.

A Complaint and Notice of Hearing was issued on April 24, 1992. On April 29, 1992, the respondent filed an answer denying it committed an unfair practice. Hearings were conducted on May 13, 15 and 22, June 4, 18 and 19, July 24, and August 6, 1992. Briefs were filed by October 16, 1992 and the record was reopened (see below) through December 11, 1992.<sup>3/</sup>

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1/ Footnote Continued From Previous Page

rights guaranteed to them by this act. (2) Dominating or interfering with the formation, existence or administration of any employee organization. (3) Discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage employees in the exercise of the rights guaranteed to them by this act. (4) Discharging or otherwise discriminating against any employee because he has signed or filed an affidavit, petition or complaint or given any information or testimony under this act."

2/ Local 3249 also filed an application for interim relief, seeking to restrain the Fire District from laying off Kemery, the application was denied. I.R. 92-17, 18 NJPER 285 (¶23122 1992).

3/ Many of the facts considered here are also considered in H.E. 92-19. However, I have not relied on the legal conclusions or analysis in that decision in reaching my decision here.

Upon the entire record, I make the following:

FINDINGS OF FACTS

1. On December 12, 1991, Keith Kemery, one of two full time employees of the Fire District, was notified that he was to be laid off due to "spiraling expenses and a population who (sic) appears reluctant to pay any increases in taxes." [CP-3, letter of Charles H. Miller, Chairman for the Fire District.] Kemery was ultimately laid off on May 8, 1992.

2. The Fire District has jurisdiction over two fire stations and their associate volunteer fire companies, Blackwood and Cherrywood. In addition to the volunteer members of the fire companies, the Fire District employs full-time employees to perform various functions and fight fires.

3. On November 20, 1989, Local 3249 filed a representation petition with P.E.R.C. seeking to represent the Fire District's three employees, and on January 22, 1990, the parties executed a recommended consent election agreement. The unit description in that agreement reads:

Included: All fire officials and maintenance mechanics employed by the Board of Fire Commissioners, District 4, Township of Gloucester.

Excluded: All other employees, including police officers, Gloucester Township employees not engaged in firefighting, professional employees, craft employees, supervisors and managerial executives within the meaning of the Act.  
(emphasis supplied)

4. On that same day, in my capacity as Director of Representation, I approved the recommended Consent Agreement with the following modification:

Included: All employees engaged in firefighting duties including fire officials and maintenance mechanics employed by the Board of Fire Commissioners, District 4, Township of Gloucester. (emphasis supplied)

Excluded: All other employees, including police officers, Gloucester Township employees not engaged in firefighting, professional employees, craft employees, supervisors and managerial executives within the meaning of the Act.

Also on the same day, the parties were sent both a conformed copy of the Consent Election Agreement as approved and a Notice of Election with the revised consent language for posting. A mail ballot election was held in February, 1990. A majority of the votes cast were for the IAF and on March 6, as Director of Representation, I issued a Certification of Representative. The unit description in the Certification was the same as the unit description in the approved consent.

"Included: All employees engaged in firefighting duties including fire officials and maintenance mechanics employed by the Board of Fire Commissioners, District 4, Township of Gloucester.

Excluded: All other employees, including police officers, Gloucester Township employees not engaged in firefighting, professional employees, craft employees, supervisors and managerial executives within the meaning of the Act.

7. In February 1990, John French resigned from his

position of maintenance mechanic reducing the unit to two employees.

8. On May 1, 1990, the Township filed 2 Clarification of Unit Petitions with the Commission which sought to remove two titles from the unit represented by the IAFF. One petition alleged that the fire official is a managerial executive and/or a supervisory employee and is not properly included in the firefighters unit. The other petition claimed the maintenance mechanic is not engaged in firefighting.

Those petitions were denied. See D.R. 91-6, 16 NJPER 521 (¶21228 1990).

9. The members of the Board of Fire Commissioners apparently were unaware of the modifications to the recommended consent agreement and testified that they believed the unit description in the Certification of Election was different from what they understood was the description in the consent election agreement (para. 6 above). They believed the Certification was the first document which included either the classification of firefighter or firefighting duties in the negotiations unit (3T31-3T32, 5T56-5T58, 5T6-5T8, 5T49-5T50) Respondent Brief, RB-4.<sup>4/</sup> Although it is undisputed that all unit members engaged in fire suppression activities and the recommended consent agreement signed by the Board specifically excludes "employees not engaged in

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<sup>4/</sup> After the hearing record closed, I discovered the discrepancy between the unit descriptions in the recommended and approved Consent Election Agreements. I notified both parties that I was taking Administrative Notice of all documents and re-opened the record to allow either side to introduce additional testimony.

firefighting", the Commissioners testified that the specific inclusion of firefighting duties raised two questions (RB-4).

One: Could the employees in the newly certified unit also serve as volunteer firefighters without being entitled to overtime under the Federal Fair Labor Standards Act. The Fire District Commissioners, upon advice of counsel, prohibited unit members from serving as volunteers (1T80-1T81, 1T100, 3T34, 3T114, 3T120-3T121, 5T58-5T59, 6T8-6T11, 6T50-6T51, 7T44-7T45).<sup>5/</sup>

Two: At the time of the representation election, the Township of Gloucester was in the process of coming within the jurisdiction of the New Jersey Department of Personnel, i.e., becoming a "civil service" employer. The Commissioners believed that once the Township employee's were granted civil service status, the unit definition in the certification (see para. 6 above) might impact upon the automatic granting of civil service status to the employees in the unit.

10. Rodney Meyer is employed by the Fire District as a fire official. He testified that in 1989, prior to the representation election, Fire Commissioner Kaign stated if the employees kept pursuing unionization, the Fire District was going to force them to take Civil Service tests and if the employees did not score high enough, they would lose their jobs (3T109-3T110). Kaign

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<sup>5/</sup> Since I altered the language of the recommended consent agreement, I will accept this testimony and leave it to the Commission to determine if it is credible that the revision to the unit description would raise this issue.

admitted the conversation took place,<sup>6/</sup> but he denied it was a threat. Kaign testified that Meyer was a fellow fire commissioner and he simply raised a question with Meyer, as with other commissioners, as to whether employees would have to be tested because of their job classifications as firefighters (7T48). However, at the time of this conversation, Meyer was not a commissioner. He held that office from 1984 through 1987. I reject Kaign's explanation for the conversation. I find his testimony to be false and credit Meyer's testimony.<sup>7/</sup>

11. Keith Kemery was first employed as a full-time Fire Maintenance Mechanic for the fire district in April, 1989. He was connected with the District since 1982, when he became a volunteer in the Blackwood Fire Company. He served as trustee in 1983-84 and became president of the Company in 1984, and in 1989 was re-elected president.

12. After Local 3249 was certified as representative, the Fire District Commissioners told Kemery that he could no longer participate as a volunteer with Blackwood. It was the Commissioners' position that it might be required, pursuant to the Fair Labor Standards Act, to pay Kemery overtime for the hours he served as a volunteer (CP-17). (See para. 9.)

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<sup>6/</sup> Although he testified the conversation took place in 1990.

<sup>7/</sup> H.E. No. 92-19 is silent as to alteration of the unit description. I cannot draw any conclusion from that silence. However, after the Commission reviews the record of that proceeding, it may be able to draw an inference as to why this explanation for the Fire District action was not raised at the first hearing.



13. In February 1990 French resigned, his position was not filled, and the position's mechanical work was performed by a pool of volunteers who were paid an hourly rate. Local 3249 objected and argued that if FLSA regulations applied to Kemery, they applied to the volunteer pool. The Fire District abandoned the part timer pool, but did not hire another mechanic with firefighting duties. Rather, the Fire District hired a part time mechanic who would not respond to fire or emergency calls.

14. In April 1990, there was a four alarm fire at the Fountain View Apartments which caused an estimated \$400,000 in damages. On June 1, 1990, the local newspaper, the Courier Post published an article quoting Kemery about the fire (CP-1). Kemery was identified as vice-president of Local 3249. Kemery was critical of the lack of volunteers available to fight fires during the day. He was quoted as saying most volunteers work during the day and are not available to respond to fires on work time; with only 2 professional firefighters employed there was an increased risk to the community. Kemery urged that the existing vacancy be filled.

15. Shortly after the newspaper article, a photocopy appeared on the firehouse bulletin board and in the turnout gear of Kemery and the other paid firefighter Rod Meyer. The photocopy was an advertisement for a full time firefighter position in another town and next to the ad was printed "Take a hint" (Exhibit 18A in evidence.) Subsequently, three (Exhibit 18B, C, & D in evidence) other crude offensive cartoons demeaning Kemery and Meyer were

posted on the bulletin board.<sup>8/</sup> Kemery requested that the material be immediately removed. The request was directed to Commissioner Charles Miller. The material was removed. Kemery also appeared before the Board of Commissioners at a meeting and requested this activity be stopped. Commissioner Kaign stated that the volunteers "were just blowing off steam" (7T51). Kemery later received a hand written note from Commissioner Miller stating that the Board of Commissioners had no control over the volunteer company bulletin board. However, they would speak to the volunteers and request they refrain from such activity (1T91-2).

16. Timothy Kaign testified on behalf of the fire district. He is a volunteer firefighter and President of the Blackwood volunteer company. He is the brother of Commissioner Kaign.

Timothy Kaign stated that prior to April 1990, Kemery had a good relationship with the volunteers. However, after the fire at the Fountainview Village Apartments and the article in the Courier Post, the incident became a topic of conversation and there was a good deal of bad feeling about the article. It was believed Kemery undermined the integrity of the volunteer force when he stated that the volunteers were not "capable of responding to...daytime alarms

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<sup>8/</sup> Kemery testified that he believed the hand writing on the photocopy and the other offensive postings was that of Commissioner Kaign. Although Kemery testified he was familiar with Kaign's handwriting, I do not credit the testimony. The writing is large regular printing made with a felt-tipped pen (1T88-3).

and fires throughout the district, putting several people at risk and in danger" (4T46).

17. Kemery asked the Board of Commissioners to hire more full time employees. Kemery wrote a letter to the Fire District on May 10, 1990 (CP-21) and followed the letter up with a presentation to the Board of Fire Commissioners at its May 16, 1990 meeting (CP-65). Kemery also accompanied Thomas Foley, a state representative of the IAFF, when he appeared before the Board of Commissioners on behalf of Local 3249 on June 20, 1990. Foley discussed the safety aspect of minimum staffing, and the need to fill the vacancy in the firefighters unit (4T16).<sup>2/</sup>

18. The annual firemens convention was in Wildwood, New Jersey, in September 1990. There was a parade of equipment at the conclusion of the convention.

As was the custom, the Blackwood Fire Company assembled at a certain intersection along the parade route. Among this group, Kemery saw Commissioners Miller, Kaign and Pantalone. The group was next to a Chevrolet Blazer owned by a member of the volunteer company which was draped with a bed-sheet sign stating, "volunteer corner" (3T106).

19. Subsequently, Kemery and Kaign had two confrontations, the first occurred March 5, 1991. Kemery was working at the Blackwood Fire Station.

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<sup>2/</sup> Kemery raised the issue of the offensive material posted at the firehouse at this meeting.

Assistant Chief Carlin notified him that all the apparatus, including the ambulance was out on the apron in disarray and Kemery was out of the local district. Kaign went to the firehouse to investigate. Kaign asked Kemery about his whereabouts, Kemery responded "who wants to know?" Kemery kept repeating the question and getting the same response (7T52). Kaign admitted they both became agitated and there was a shouting match. Kemery said he was going to file a charge because he was being harassed by Kaign. Kaign responded, "I don't really give a shit about your union. We both have a job to do and I expect you to do yours" (7T53).

Kemery testified that he told Kaign he went to the other station to get his gear, came back to the station, finished the engine room and since the soda machine was empty, went across the street to a Burger King to get something to drink (1T114). Kemery maintains that when Kaign continued to question him, Kemery said take it to my superior and we will take it from there. (At this time, Kaign did not supervise the paid employees.) Kaign started to scream that Kemery "was being watched and the union doesn't mean shit to me." I have previously found Kaign's testimony was false (para. 12) and I cannot credit his testimony here. I credit Kemery's testimony and find Kaign did say "you are being watched."

20. The other incident occurred August 27, 1991. Kaign came into the station on business around 12:30 p.m. and observed Kemery working on a piece of equipment. Kaign realized the equipment did not belong to the District, but did not discuss this with Kemery; rather, he set up a formal hearing to investigate.

At the hearing, Kemery admitted the equipment belonged to a different fire company, in which he is currently a volunteer, but he was working on it during his lunch hour. The Fire District was satisfied that Kemery had done nothing wrong and the matter was dropped.

21. John McCann, a Fire District Commissioner, testified that when the Fire District prepared a budget for 1992, their foremost concern was the ever increasing budget and the Fire District wanted to hold the line on its budget. Rateables in the Township declined for the second straight year. When the budget was \$45,000 to 50,000 higher than they thought it should be they looked for a place to cut. One of the areas they looked at was employees. "Other areas were impossible to cut from. So that led into eliminating the one position," i.e., Kemery's (6T69).

McCann stated the Fire District had to anticipate a number of areas where the costs were increasing. There was a \$13,000 increase in insurance costs. The local water company notified the Fire District that it was seeking a 33% increase which would come to \$13,000. Also, the Fire District rents the Blackwood Fire Company fire house. That rent was increasing by \$2,700 (7T70-7T71). The Fire District also faced repairing the roof of the second fire station, which it owned and it had a sealed fuel oil tank that had to be replaced and possibly had to excavate and, dispose of, contaminated soil (6T67). The 1991 Budget (for 1992) created a new account, the capitol fund, for new or refurbished apparatus. The

District had been endeavoring since 1986 to build a fund to replace its aerial apparatus at an original estimated cost of \$400,000.

That same apparatus would now cost \$450,000-\$500,000 (6T68-6T70).

The appropriations for the capitol fund for the 1991 budget is \$179,000 (CP-61, pg 15 and the testimony of John Daily (5T84)).

But McCann testified that by 1992, the District will only have \$240,000, not the \$400,000 planned for in 1986 (5T79). McCann went on to say that his large appropriation is to make up for the years when the District should have saved \$40,000 a year away but only saved \$20,000.

There is an inherent contradiction in this testimony, for if the District was short by \$20,000 for every year after 1986, the capitol fund would be \$80,000 short. An additional \$40,000 for the then current year would bring the fund up to date at a cost of \$120,000 far less than the budgeted \$179,000. What is significant is that in prior years, the Fire District saved \$20,000 and never before came close to \$179,000.

22. After the budget was promulgated, Kemery was notified that for reasons of economy, he was to be laid off. John McCann was up for re-election for Fire District Commissioner. Local 3249 mounted a campaign to defeat the budget and proposed a new budget which would ensure the preservation of Kemery's position. It also supported candidate William Baker who ran against McCann on a campaign of conciliation with the union.

On election day, February 15, Baker testified he was standing in the fire hall and he overheard Fire District Commissioner Jay Pantalone talking to a third party. Pantalone was asked how the election was going; Pantalone replied that "they were showing the Union that they can't do anything to them" (4T22). Pantalone admitted he said something although he doesn't think he said exactly that (8T69). I found Baker to be an honest witness and I credit his testimony.

23. John Metz testified, on behalf of Local 3249. He testified that on the night of the election, there was a party at the bar in the Blackwood Fire House, celebrating the re-election of McCann. Metz was invited to attend the party. While he was talking to Commissioner McCann, he observed a Blackwood volunteer fire fighter, Jimmy Lynch, who stated "We finally got Keith now, we don't have to put up with him no more, because McCann won, we could get rid of him for good" (2T55). McCann's back was to the room and did not respond to these comments.

24. In mid-December 1991, Metz was in the heavy rescue building in Deptford. Lynch was talking to another Blackwood volunteer firefighter, Mark Cocchi. Metz heard them say, "we finally got Keith by the balls, we don't have to put up with him any more; he'll be gone pretty soon" (2T56).

25. Lynch testified on behalf of the Board. He was asked if he was at a meeting on December 24, 1991, Christmas Eve. Lynch responded that he was at home with his family and didn't see Metz

that day. However, when asked if he remembered talking to Metz at all around that time, Lynch responded "No, I don't know" (4T109). He didn't recall telling anyone "we have Kemery by the balls" (4T110). Here, the nature of the questioning is mis-leading. It directed Lynch to recall a conversation on Christmas Eve, while Metz testified he heard the conversation in mid-December. Accordingly, I cannot credit Lynch's testimony and I credit Metz as to the conversation in mid-December. Similarly, Lynch did not categorically deny he made the statement at the February 15 post-election party. Rather, he responded "No, not that I can recall" (4T112). He also did not recall seeing Metz there. Again, I credit Metz' testimony. McCann, denied hearing Lynch's statement. But his back was to Lynch and Metz testified McCann did not respond to Lynch's statement. McCann's statement is not dispositive.

26. Timothy Kaign, the brother of the Commissioner, testified that Kemery had drawn battle lines between himself and the volunteer organization, and as a result, it came out through the Commissioners election. By formal motion, the volunteers voted to support the budget (4T47, 4T48, 4T49). Kaign was elated at the outcome of the election and most volunteers at the victory party at Blackwood fire house "were happy that the budget passed and Keith would no longer be around" (pg. 52). Kaign believed this antagonism to Kemery was not related to the union. None of the volunteers discussed the Union nor did the Commissioners ever mention anything about the Union (pg. 52).



27. Five Commissioners testified at the hearing, Joseph Pantalone, Robert Craig, John McCann, Charles Miller and Joseph Kaign. All five are volunteer firemen in the District. Three of them, Kaign, Miller and McCann, testified as to how they felt about the June 1, 1990 article in the Courier Post. Kaign said "I didn't have any reaction at all". I took it as a personal opinion (7T49). Miller was asked if he was upset about the article. He replied, "No sir, its paper, I don't pay attention" (7T15). McCann was asked of his reaction to the article:

A. For what it was worth, it was an article, it was a news article and...I wasn't sure if everything that was stated was accurate.

Q. Did you ever have any conversation with Keith Kemery regarding the article?

A. No, we didn't.

Q. You said no, we didn't.

A. No. I didn't have a conversation with Keith.

Q. Do you have personal knowledge whether or not any of the other commissioners had a conversation with Keith Kemery regarding the article?

A. I don't know of anyone having a conversation with Keith (6T57-6T58).

28. At the Fire District meeting of June 20, 1990, Commissioner Pantalone commented that high level personnel in the fire service were disappointed to see the newspaper article, and the events occurring in our fire district. A motion that the Fire Company is doing an excellent job, volunteers as well as paid personnel was carried (CP-25).

Pantalone's reference to "high level personnel" seems to refer to the Commissioners. Moreover, McCann's response to the question if he ever spoke to Kemery about the article, "No. We

didn't" raises the question as to whether all the Commissioner's discussed among themselves how they would respond to questions about the article. Moreover, I have already credited the testimony of Timothy Kaign, Metz and Baker that the volunteer firefighters viewed Kemery as an adversary and were hostile to him. Significantly, all the Commissioners are volunteer firemen. Witness Commissioner Kaign's remark that the "boys were just letting off steam" (para. 15) when offensive and obscene material aimed at Kemery was posted in the fire house and placed in Kemery's gear. I find the Commissioners shared this hostility with the volunteers. I cannot, credit their collective testimony as to their reaction to the newspaper article.

29. The District introduced evidence to show that when the budget passed on February 15, 1992, it included appropriations for a part-time fire inspector. By letter of April 6, 1992 (D-21), the District offered this part-time job to Kemery and stated its willingness to keep part-time employees in the unit. This offer, it is claimed (Respondent's Brief pg. 65), was made unconditionally with no reference to settle any of the outstanding unfair practice charges (6T31-6T34, 6T40, 6T74-6T75). This offer was made over a month after this unfair practice charge was filed. Given the timing of this offer, I find it too self-serving on the part of the District and will not consider it in my deliberation.

30. Kemery testified as to a number of hearsay conversations, some of which were refuted by testimony, e.g.,

alleged statements attributed to Vannoni and Armstrong. These conversations have not been addressed here. To the degree they have not been addressed, I have not credited them. Moreover, there was testimony concerning disputed statements e.g., Meyer's allegations concerning a statement made by Commissioner Craig. Such disputes, when not discussed in this report were not relied on by me in reaching a decision.

#### ANALYSIS

In re Bridgewater Tp., 95 N.J. 235 (1984), sets the standards for determining whether anti-union animus motivated a personnel action. No violation will be found unless the charging party has proved, by a preponderance of the evidence on the entire record, that protected conduct was a substantial or motivating factor in the adverse action. This may be done by direct evidence or by circumstantial evidence showing that protected activity occurred, the employer knew of this activity, and the employer was hostile towards the exercise of the protected rights.

If the employer did not present any evidence of a motive not illegal under our Act or if its explanation has been rejected as pretextual, there is sufficient basis for finding a violation without further analysis.

Here, I find the proffered reason for Kemery's discharge pretextual. The 1991 budget was rigged to create a financial short fall. The Board created a new line item in the budget of \$179,000

to save for new or refurbished fire apparatus. While in years past, the Board typically saved \$20,000.

As discussed, this amount even exceeded projections for such saving. The District could have reduced their 1991 budget, stayed within their projections for a new aerial truck and still retained Kemery.

The true reason for Kemery's discharge grew from the hostility the District Commissioners shared with their fellow volunteers toward the professional firefighters and Kemery in particular. Timothy Kaign testified this hostility was not aimed at the union. However, the conduct which created this hostility was on behalf of, and in the name of the union. Local 3249 was attempting to have the district fill the vacant firefighter position. It argued that this vacant position created a safety problem due to insufficient staffing. The article in the Courier Post which triggered the wide spread hostility, identified Kemery as an officer in Local 3249. Kemery also made presentations to the District concerning the staffing issue. When Kemery cited the unavailability of firefighters during the daytime, he was engaging in activity protected by the Act. There is also credible evidence that at least some District Commissioners were hostile to the union since the District employees were first organized. See Commissioner Kaign's statement to Meyer, paragraph 10.

The sole reason for Kemery's discharge was his engaging in activity protected by the Act.

Accordingly, I conclude that the Fire District violated N.J.S.A. 34:13A-5.4(a)(1) and (3) when it laid-off Keith Kemery.

RECOMMENDED ORDER

The Gloucester Township Board of Fire Commissioners, District No. 4 is ORDERED to:

I. Cease and desist from:

A. Interfering with, restraining or coercing its employees in the exercise of rights guaranteed to them by the New Jersey Employer-Employee Relations Act, particularly by terminating Keith Kemery because of his activity on behalf of Camden County Uniformed Fire Fighter Association, I.A.F.F. Local 3249, AFL-CIO;

B. Discriminating in regard to tenure of employment to discourage employees in the exercise of the rights guaranteed to them by the New Jersey Employer-Employee Relations Act, particularly by terminating Keith Kemery because of his activity on behalf of Camden County Uniformed Fire Fighter Association, I.A.F.F. Local 3249, AFL-CIO;

II. Take this action:

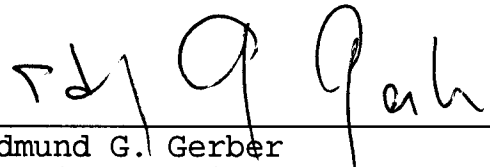
A. Restore Keith Kemery to the position of fire maintenance mechanic.

B. Make Keith Kemery whole for all monies and fringe benefits lost as a result of his illegal termination, subject to mitigation, plus interest pursuant to R.4:42-11.

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

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

The allegations concerning N.J.S.A. 34:13A-5.4(a)(2) are dismissed.

  
\_\_\_\_\_  
Edmund G. Gerber  
Hearing Examiner

Dated: April 23, 1993  
Trenton, New Jersey

# NOTICE TO ALL EMPLOYEES

## PURSUANT TO

### AN ORDER OF THE

## PUBLIC EMPLOYMENT RELATIONS COMMISSION

and in order to effectuate the policies of the

## NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT.

AS AMENDED

We hereby notify our employees that:

WE WILL NOT interfere with, restrain or coerce our employees in the exercise of rights guaranteed to them by the New Jersey Employer-Employee Relations Act, particularly by terminating Keith Kemery because of his activity on behalf of Camden County Uniformed Fire Fighter Association, I.A.F.F. Local 3249, AFL-CIO;

WE WILL NOT discriminate in regard to tenure of employment to discourage employees in the exercise of the rights guaranteed to them by the New Jersey Employer-Employee Relations Act, particularly by terminating Keith Kemery because of his activity on behalf of Camden County Uniformed Fire Fighter Association, I.A.F.F. Local 3249, AFL-CIO;.

WE WILL restore Keith Kemery to the position of fire maintenance mechanic.

WE WILL make Keith Kemery whole for all monies and fringe benefits lost as a result of his illegal termination, subject to mitigation, plus interest pursuant to R.4:42-11.

Docket No. CO-H-92-277

Gloucester Township Board of Fire Commissioners, Fire District No. 4  
(Public Employer)

Dated \_\_\_\_\_

By \_\_\_\_\_  
(Title)

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

If employees have any question concerning this Notice or compliance with its provisions, they may communicate directly with the Public Employment Relations Commission, 495 West State St., CN 429, Trenton, NJ 08625 (609) 984-7372.