

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

GLASSBORO HOUSING AUTHORITY,

Respondent,

-and-

Docket Nos. CO-H-89-45  
CO-H-89-149

COMMUNICATIONS WORKERS OF AMERICA,  
LOCAL 1085, GLASSBORO HOUSING  
AUTHORITY SUPERVISORS

Charging Party.

SYNOPSIS

The Public Employment Relations Commission finds that the Glassboro Housing Authority violated the New Jersey Employer-Employee Relations Act when it coerced an employee represented by the Communications Workers of America, Local 1085, Glassboro Housing Authority Supervisors not to testify at a hearing before this Commission; contracted out the PSS coordinator position in name while retaining control of that position in fact to avoid its inclusion in CWA's supervisory unit; refused to negotiate in good faith with CWA over terms and conditions of employment of the PSS coordinator and modernization coordinator, and misrepresented CWA's proposals on the modernization coordinator's salary. The Commission orders the Authority to negotiate in good faith with CWA over the modernization coordinator's salary; negotiate with CWA over terms and conditions of employment for the PSS coordinator and to post a notice of its violations. It also dismisses a decertification petition because of an immediate cause and effect between the unfair practices and the filing of the petition.

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LOCAL 1085, GLASSBORO HOUSING  
AUTHORITY SUPERVISORS

Charging Party.

Appearances:

For the Respondent, James P. Granello, Esq.

For the Charging Party, Steven P. Weissman, Esq.

DECISION AND ORDER

On August 4, 1988, the Communications Workers of America, Local 1085, Glassboro Housing Authority Supervisors ("CWA") filed an unfair practice charge (CO-89-45) against the Glassboro Housing Authority ("Authority"). The charge alleged that the Authority violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. ("Act"), specifically subsections 5.4(a)(1),(2),(3) and (5),<sup>1/</sup> when it: (1) told Robert Husak, a supervisory

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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 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

maintenance repairer, that CWA had cost him a pay increase and that he would do better without a union; (2) did not negotiate over the salary for the new modernization coordinator position before setting a salary of \$22,000; (3) misrepresented CWA's position about his salary to the modernization coordinator, George Stefencavage; and (4) encouraged Stefencavage to file a decertification petition (RD-89-1).

On August 25, 1988, CWA added an allegation that the Authority's Executive Director and its Chairman had discussed the decertification petition with Husak and Stefencavage, asked them about pursuing it, and represented to them that CWA had offered to give up the negotiations unit. This amendment was accepted under N.J.A.C. 19:14-1.5.

On August 22, 1988, a Complaint and Notice of Hearing issued. The Director stopped processing the decertification petition during these unfair practice proceedings.

On November 1, 1988, CWA filed a second amendment. This amendment alleged that the Authority violated subsections

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1/ Footnote Continued From Previous Page

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. (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...."

5.4(a)(1),(3),(4) and (5)<sup>2/</sup> when: (1) it contracted with Jaycee Housing Counselling, Inc. ("JHC") to provide a Project Self-Sufficiency ("PSS") coordinator so that coordinator would not be in CWA's negotiations unit, and (2) its Executive Director told Anna Arnold, a secretary, that it would be better if she did not attend an unfair practice hearing and that doing so would tarnish her reputation with the Authority's Commissioners.

Pursuant to N.J.A.C. 19:14-2.2(a), the Complaint was amended to include the first allegation in this amendment. A separate Complaint (CO-H-89-149) issued on the second allegation, but the parties agreed that the allegations should be consolidated.

The Authority filed an Answer denying any unfair practices.

On November 7 and December 11 and 22, 1988, Hearing Examiner Susan Wood Osborn conducted hearings. The parties examined witnesses and introduced exhibits. They waived oral argument, but filed briefs by March 3, 1989.

On June 30, 1989, the Hearing Examiner issued her report. H.E. No. 89-45, 15 NJPER \_\_\_\_ (¶\_\_\_\_ 1989). She concluded:

1. The Authority violated subsection 5.4(a)(1) by warning Arnold not to testify.
2. The Authority violated subsection 5.4(a)(3) and, derivatively, (a)(1) by contracting out the PSS staff to avoid CWA as their representative.

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<sup>2/</sup> Subsection 5.4(a)(4) provides: "Public employers, their representatives or agents are prohibited from discharging or otherwise discriminating against any employee because he has...given any information or testimony under this act."

3. The Authority violated subsection 5.4(a)(5) and, derivatively, (a)(1) by not negotiating in good faith over the modernization coordinator's salary.

4. CWA did not prove that the Authority violated subsection 5.4(a)(1): by (a) its Director's comments to Stefencavage about CWA's position on his salary; (b) promising benefits to Husak; (c) encouraging the decertification petition; or (d) conveying a proposed settlement of the petition to the supervisors.

5. CWA did not prove a violation of subsection 5.4(a)(2).

She recommended an order requiring the Authority to negotiate with CWA over the employment conditions of the modernization and PSS coordinators and to post a notice of its violations and remedial actions. She declined to recommend dismissing the decertification petition.

On July 24, 1989, after receiving an extension of time, the Authority filed exceptions. It asserts that the Hearing Examiner erred in: permitting the second amendment, making inconsistent credibility determinations, finding any unfair practices, and recommending an order to negotiate.

On July 27, 1989, after receiving an extension of time, CWA filed exceptions. It asserts that the decertification petition and Husak's resignation from CWA were tainted by unlawful conduct and that the Executive Director misrepresented CWA's position on the salary for the modernization coordinator. As a remedy, it asks that the decertification petition be dismissed.

On August 14, 1989, the Authority filed a reply urging that the decertification petition be recognized. It claims that the

Executive Director accurately represented CWA's position on the salary for the moderniation coordinator.

We have reviewed the record. The Hearing Examiner's findings of fact (pp. 3-23) are comprehensive and accurate. We incorporate them. We adopt her crediting the testimony of Arenda Rolax and Helen Morrell that the Executive Director, Howard Goldberg, told the Authority's accountant that he had a way to avoid dealing with CWA over the new PSS staff: the Authority would control the staff although JHC would be the employer of record.<sup>3/</sup> We also adopt her finding that the first advertisement for a modernization coordinator listed the salary as \$20,000 to \$22,000, and later advertisements listed the salary as \$20,000 to \$25,000. We add to finding no. 9 that Goldberg was loud and angry when he told Stefencavage that CWA was trying to lower his salary.

The second amendment was properly permitted. The Authority did not object to amending the Complaint to include the PSS allegations (1T9). After a separate Complaint issued on the remaining allegations, the Hearing Examiner consolidated the cases. The Authority did not object (2T64). We see no abuse of discretion in these rulings.

We next consider whether the Executive Director violated the Act when he cautioned Arnold against testifying. We agree with

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<sup>3/</sup> This determination is not inconsistent with rejecting the testimony of Rolax and Morrell about conversations with Husak. Unlike their testimony about Goldberg's statement, their recollections of these conversations were imprecise.

the Hearing Examiner that he did. His comments, objectively viewed, imply that the mere act of testifying would lower her standing with her employer.<sup>4/</sup> This infraction is more serious than the innocent overreaction in Sussex-Wantage Reg. Bd. of Ed., P.E.R.C. No. 86-57, 11 NJPER 711 (¶16247 1985) so a notice should be posted.

We next consider whether the Authority contracted out the position of PSS coordinator to avoid negotiations with CWA. Under all the circumstances, we agree with the Hearing Examiner that it did. We adopt her analysis (H.E. at 30-35).

The Hearing Examiner properly relied upon Goldberg's admission of his illegal motive. N.J. Evid. R. 63(7) and 63(9). This legally competent evidence accords with the other evidence. Before May 1988, the Authority had planned to hire its own PSS staff. At the May 16 meeting, Goldberg called CWA's demands presumptuous and the commissioners were advised that the PSS coordinator (and the modernization coordinator) would come under CWA's jurisdiction unless contracted out. Two days later Goldberg asked JHC to revise its proposal to include staffing. By this point negotiations had become frustrating (CP-4; J-8). The Authority became even more frustrated during June when CWA would not accede to its proposed salary for the modernization coordinator, the same salary it planned to pay the PSS coordinator. It therefore went

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<sup>4/</sup> Rossmore House, 269 NLRB 1176, 116 LRRM 1025 (1984) is not on point since this is not a case of asking a known union adherent about union sympathies. We express no opinion on whether we would follow Rossmore House if it were on point.

ahead with its plan to contract out the PSS staff on paper while retaining control of the PSS staff in fact.

Given that the contracting out was motivated by the desire to avoid negotiations, the Authority must prove that it would have contracted out anyway. In re Bridgewater Tp., 95 N.J. 235, 244 (1984). This burden has not been met. The reasons proffered were shifting and unsupported, not consistent or persuasive.

The employer argues that a violation should not be found because no PSS jobs were held by employees in CWA's unit. Contrast Dennis Tp. Bd. of Ed., P.E.R.C. No. 86-69, 12 NJPER 16 (¶17005 1985). The Authority is in fact the employer of the PSS coordinator and that employee belongs in the supervisors' unit containing the other coordinators.<sup>5/</sup> We adopt the Hearing Examiner's analysis on this point (H.E. at 35-36). See cases cited in Morris Cty., H.O. No. 85-12, 11 NJPER 418, 421 (¶16146 1985), adopted P.E.R.C. No. 86-15, 11 NJPER 491 (¶16175 1985). See also Res-Care, Inc., 280 NLRB 670, 122 LRRM 1265 (1986). The employer adopted the contracting ruse to retain control over the PSS coordinator while keeping that position out of the supervisors' unit. That ruse violated subsection 5.4(a)(1), independently and derivatively, and subsection 5.4(a)(3).

We next consider whether the Authority influenced Husak's resignation. It did not. We adopt the Hearing Examiner's analysis (H.E. at 27-28).

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<sup>5/</sup> We decline to address the unit placement of the deputy project coordinator and the drug program counselor. The record is silent on these positions.



We next consider whether the Authority negotiated in good faith over the salary for the modernization coordinator. Under all the circumstances, we agree with the Hearing Examiner that it did not. We adopt her analysis (H.E. at 23-25).

For two months, the Authority adamantly refused to discuss the duties or the salary for that position. Its Chairman insisted upon ending negotiations for the existing staff before starting negotiations over the new position. The Authority then dealt with the individual employee and worked out a salary of \$22,000. When it sought CWA's approval, CWA responded that this proposal would have to be discussed at the next negotiations session. The employer did not press for an earlier resolution.

At that session, the parties agreed on an overall salary package for both units: 7% for 1988, 7% for 1989 and 6 1/2% for 1990. They then discussed the salary adjustments individual employees would receive: CWA proposed that some employees receive less than 7% while other employees, including Rolax, would receive more (1T33-34; 1T73-74; 3T48-49).<sup>6/</sup> Agreement was not reached on any individual salaries. CWA did not "reopen" Rolax's salary.

CWA did not reject a salary of \$22,000 for Stefencavage. It was agreeable to that figure if Rolax was also slotted on a step near \$22,000. In effect CWA proposed a 9% raise for Rolax. CWA believed it unfair to pay a new coordinator more than another

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<sup>6/</sup> Rolax's 1987 salary had been \$20,190; a 7% raise would have made it \$21,603.

coordinator with 12 years experience. Nor did CWA propose lowering Stefencavage's salary to \$20,190. Instead it proposed using that figure only until a contract was executed. Stefencavage would then receive the agreed-upon salary retroactive to his date of hire. CWA did not negotiate in bad faith or waive its right to negotiate over the modernization coordinator's salary. Based on its advertisements, the employer itself believed that \$20,000 could be a proper salary for that position.

Right after the meeting, Goldberg loudly and angrily told Stefencavage that CWA was trying to lower his salary to \$20,190 by comparing it to Rolax's salary. Goldberg complained that CWA was catering to one person and trying to tell him what to do. He guaranteed Stefencavage a salary of \$22,000 even if a travel allowance had to be used. Upon finding out he could not use the travel allowance, he recommended that the Authority reject the contract on overall percentages until Stefencavage's salary was agreed upon. That recommendation was rejected, but Goldberg was authorized to fight to pay Stefencavage the \$22,000 he had been promised. Goldberg unilaterally changed Stefencavage's salary to \$22,000, retroactive to his hiring date.

Stefencavage was upset that CWA, according to Goldberg, was trying to cut his salary. After CWA's president told him he had no right to negotiate his own salary, he filed his decertification petition.

Under all the circumstances, we agree with the Hearing Examiner that the Authority had predetermined that \$22,000 would be Stefencavage's salary and that it did not negotiate in good faith before unilaterally implementing that salary. We also believe that Goldberg violated section 5.4(a)(1) when he misrepresented CWA's position to Stefencavage. Goldberg effectively shifted the blame for the salary snafu from the employer to CWA. Had CWA's position been fairly communicated, Stefencavage would have realized that CWA was not opposing a final salary of \$22,000 and that even if his salary was lower for a while he would receive full retroactive payment later.

We now address the remedy for the sham contracting, the refusal to negotiate in good faith before setting Stefencavage's salary at \$22,000, and the misrepresentation of CWA's position. We will order the employer to cease and desist from such violations, to post a notice, and to negotiate over the employment conditions of the PSS coordinator and the modernization coordinator. Ordinarily an employer should not continue to negotiate with the incumbent representative when a valid question concerning representation is pending. Bergen Cty., P.E.R.C. No. 84-2, 9 NJPER 451 (¶14146 1983). But here we must balance the Act's command to permit decertification proceeding elections with its command to remedy unfair practices. Compare Matawan-Aberdeen Reg. Sch. Dist. Bd. of Ed., P.E.R.C. No. 89-130, 15 NJPER 411 (¶20168 1989). The unfair practices may suggest to employees that the employer wants CWA

dislodged and may grant higher benefits without it. That suggestion would be reinforced by a further refusal to negotiate. More important, given the unusual circumstances, we find that the unfair practices tainted the decertification petition. We accept the Hearing Examiner's finding that the Authority did not conspire with employees or expressly encourage this petition. But there is an immediate cause and effect between the unfair practices and the filing and showing of interest. The unfair practices caused Stevencavage to blame CWA for his salary problem and to seek its removal. Because there were then only three employees in the unit, he could initiate decertification proceedings by himself. To cure these violations, CWA must have the meaningful opportunity to negotiate it should have had before the decertification petition was filed. Therefore, in light of this case's unusual circumstances, we dismiss the decertification petition. Compare Walker Mfg. Co., 288 NLRB No. 99, 128 LRRM 1104 (1988); Walkill Valley Hosp., 288 NLRB No. 18, 127 LRRM 1318 (1988). At the same time, we will not divest the supervisors of their right to initiate decertification proceedings if displeased with CWA's future representation. A new petition may be filed if a successor collective negotiations agreement has not been reached by October 1, 1989.

ORDER

The Glassboro Housing Authority is ordered to:

1. Cease and desist from:

A. Interfering with, restraining or coercing its employees in the exercise of the rights guaranteed to them by the Act, by (a) coercing employees not to testify at hearings before the Public Employment Relations Commission, (b) contracting out the position of PSS coordinator in name while retaining control of that position in fact to avoid its inclusion in CWA's negotiations unit of supervisors, (c) refusing to negotiate in good faith concerning terms and conditions of employment for the positions of PSS coordinator and modernization coordinator, and (d) misrepresenting CWA's proposals on the modernization coordinator's salary.

B. Discriminating with regard to hire or tenure of employment or any term or condition of employment to discourage employees in the exercise of the rights guaranteed to them by the Act, particularly by contracting out the position of PSS coordinator to avoid its inclusion in CWA's negotiations unit of supervisors.

C. Refusing to negotiate in good faith with CWA over the modernization coordinator's salary.

II. Take these actions:

A. Negotiate in good faith with CWA over the modernization coordinator's salary.

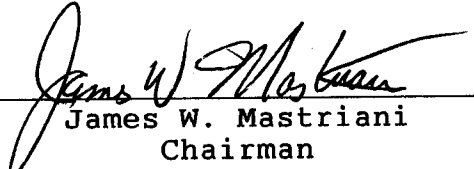
B. Upon demand, negotiate with CWA over the terms and conditions of employment for the PSS coordinator.

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 on forms to be provided by the Commission shall be posted immediately upon receipt thereof and, after being signed by the Respondent's authorized representative, shall be maintained by it for at least sixty (60) consecutive days.<sup>1/</sup> 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 herewith.

The remaining allegations of the Complaint are dismissed. The decertification petition (RD-89-1) is dismissed.

BY ORDER OF THE COMMISSION

  
James W. Mastriani  
Chairman

Chairman Mastriani, Commissioners Bertolino, Johnson, Reid, Ruggiero and Smith voted in favor of this decision. None opposed. Commissioner Wenzler was not present.

DATED: Trenton, New Jersey  
August 17, 1989  
ISSUED: August 18, 1989

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<sup>1/</sup> Since we dismiss the decertification petition, there is no need for a shorter posting period.

**NOTICE TO ALL EMPLOYEES****PURSUANT TO**

AN ORDER OF THE

**PUBLIC EMPLOYMENT RELATIONS COMMISSION**

and in order to effectuate the policies of the

**NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT,**

AS AMENDED

We hereby notify our employees that:

WE WILL cease and desist from interfering with, restraining or coercing our employees in the exercise of the rights guaranteed to them by the Act, by (a) coercing employees not to testify at hearings before the Public Employment Relations Commission, (b) contracting out the position of PSS coordinator in name while retaining control of that position in fact to avoid its inclusion in CWA's negotiations unit of supervisors, (c) refusing to negotiate in good faith concerning terms and conditions of employment for the positions of PSS coordinator and modernization coordinator, and (d) misrepresenting CWA's proposals on the modernization coordinator's salary.

WE WILL cease and desist from discriminating with regard to hire or tenure of employment or any term or condition of employment to discourage employees in the exercise of the rights guaranteed to them by the Act, particularly by contracting out the position of PSS coordinator to avoid its inclusion in CWA's negotiations unit of supervisors.

WE WILL cease and desist from refusing to negotiate in good faith with CWA over the modernization coordinator's salary.

WE WILL negotiate in good faith with CWA over the modernization coordinator's salary.

WE WILL, upon demand, negotiate with CWA over the terms and conditions of employment for the PSS coordinator.

CO-H-89-45  
Docket No. CO-H-89-149

GLASSBORO HOUSING AUTHORITY  
(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.

H.E. 89-45

STATE OF NEW JERSEY  
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PUBLIC EMPLOYMENT RELATIONS COMMISSION

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-and-

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COMMUNICATIONS WORKERS OF AMERICA,  
LOCAL 1085, GLASSBORO HOUSING  
AUTHORITY SUPERVISORS

Charging Party.

SYNOPSIS

A Hearing Examiner recommends that the Commission find the Glassboro Housing Authority violated 5.4 (a)(1), (3) and (5) of the Act (a) by refusing to negotiate in good faith with CWA concerning the starting salary of a new position, (b) by subcontracting through a consulting service for a program coordinator to avoid CWA as the employee's representative, and (c) by warning an employee not to testify at a Commission hearing in this matter.

The Hearing Examiner further recommends that the Commission dismiss CWA's allegations concerning employer assistance to a decertification and certain comments to employees concerning CWA's representation.

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. 89-45

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Charging Party.

Appearances:

For the Respondent,  
James Granello, Esquire

For the Charging Party  
Steven Weissman, Esquire

HEARING EXAMINER'S REPORT  
AND RECOMMENDED DECISION

On August 4, 1988 CWA Local 1085, Glassboro Housing Authority Supervisors, ("CWA") filed an Unfair Practice Charge with the Public Employment Relations Commission ("Commission") alleging that the Glassboro Housing Authority ("Authority") violated subsections 5.4(a)(1), (2), (3) and (5)<sup>1/</sup> of the New Jersey Employer-Employee

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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 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

Footnote Continued on Next Page

Relations Act, N.J.S.A. 34:13A et seq. CWA charges that the Authority (a) refused to negotiate salary for the newly-created modernization coordinator position; (b) made statements to the prospective modernization coordinator to discourage his union participation; (c) told another supervisor that CWA had cost him a substantial pay increase and he could do better without the union; and (d) encouraged supervisors to file a decertification petition.

CWA asked that its Charge block the processing of a Petition for Decertification (docket number RD-89-1) which was filed by supervisors on July 12, 1988, to decertify CWA as their majority representative.

On August 22, 1988 CWA amended its Charge to allege that the Authority discussed the decertification petition with its petitioners and asked their opinion with regard to settling the representation dispute.

On September 7, 1988 the Director of Unfair Practice issued a Complaint and Notice of Hearing. The Director also ordered that the processing of the decertification petition be suspended pending the outcome of CWA's charges, which, if proven, could impair a free and fair election.

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1/ Footnote Continued From Previous Page

employment to encourage or discourage employees in the exercise of the rights guaranteed to them by this act. (5) Refusing to negotiate in good faith with a majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit, or refusing to process grievances presented by the majority representative."

On November 1 CWA filed a second amendment to its charge. The first count of this amendment alleges that, in order to circumvent CWA as the exclusive representative, the Authority entered into a "sham" contract with a private consulting firm for the latter to provide the services of a program coordinator to the Authority. This amendment was allowed at hearing. The second count of the November 1 amendment alleged that the Authority threatened a non-supervisory employee if she testified at the hearing concerning CWA's charges. On December 9, the Director issued a separate Complaint (Docket No. COH-89-149) on this allegation. At the parties' request, I consolidated the matters.

The Authority filed Answers to the Complaints denying each allegation (Exhibits C-2; C2a)<sup>2/</sup>

At hearings held on November 7, December 16 and December 22, 1988, the parties examined witnesses and presented documents. The parties waived oral argument and filed briefs by March 3, 1989.

Based upon the record, I make the following

#### FINDINGS OF FACT

1. CWA Local 1085 has represented the Authority's supervisors and non-supervisory staff in separate units since January, 1986. The parties' initial contracts covering each unit expired December 31, 1987 (Exhibit J-1). Until June, 1988, the supervisors' unit consisted of only two supervisors: the coordinator of social services (Arenda Rolax)

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<sup>2/</sup> Exhibits will be referred to as follows: "C-" are Commission exhibits; "J-" are jointly submitted exhibits; "CP-" are CWA's exhibits; and "R-" the Authority's exhibits.

and the supervising maintenance repairer (Robert Husak). <sup>3/</sup> In October 1987, CWA began negotiations with the Authority for successor agreements covering the two units.<sup>4/</sup> (1T28; 1T101)

The Modernization  
Coordinator Issue

2. In the Spring of 1988, the Authority decided to create a modernization coordinator position to supervise certain Authority renovation projects. It advertised the new position at an annual salary of \$20,000 to \$22,000 but found no qualified applicants. The Authority then readvertised the position at \$20,000 to \$25,000 (3T46).

In March, Local 1085 President and Chief Negotiator Richard Dann learned the Authority intended to hire a modernization coordinator. Since it appeared the modernization coordinator would have supervisory responsibilities, CWA wanted the new position included in its supervisors' unit. The Authority agreed. (1T29; 1T59; 3T45-3T46)

3. During a March 31 negotiations session, Dann requested a job description to determine the new position's specific responsibilities. The Authority responded that a job description was not yet available. CWA also requested to negotiate the new position's salary. The Authority refused to discuss salary for the modernization coordinator until negotiations for the existing staff were resolved. (1T31; 1T56-60; 2T-84; 2T116-2T117; 3T44)

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<sup>3/</sup> Transcripts of the hearings will be referred to as follows: "1T-" is the November 7 hearing transcript; "2T-" is the December 16 hearing transcript; "3T-" is the December 22 hearing transcript.

<sup>4/</sup> It appears the parties simultaneously negotiated for both units (3T100).

4. In May, the Authority interviewed three applicants, including George Stefencavage, for the modernization coordinator position. During Stefencavage's interview, the Authority asked him his salary requirements. He replied that he would not accept the position for less than \$22,000. The other candidates interviewed also demanded \$22,000. The Authority never told Dann that it could not get a qualified candidate for less than \$22,000. (1T78; 3T33-3T35; 3T45)

5. At the parties' next negotiations session on May 17,<sup>5/</sup> CWA repeated its request for a job description and its demand to negotiate the modernization coordinator's salary. Authority Director Howard Goldberg told Dann that no job description was available. Again the Authority refused to discuss the modernization coordinator's salary as part of the regular negotiations.

Authority Chairman Robert Culpepper, a member of the Authority's negotiating team, acknowledged that by the May 17 negotiation session, the Authority had set a salary range of \$20,000 to \$25,000 for the new position, but had not set a starting salary. No candidate had yet been selected.<sup>6/</sup> (1T31; 1T62; 2T85-2T86; 2T116; 3T44-3T45)

6. At its next meeting on May 24, the Authority authorized Goldberg to offer the modernization coordinator position to Stefencavage

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<sup>5/</sup> The record is unclear whether Stefencavage was interviewed before or after the parties May negotiations session. It appears likely it was before. Stefencavage approximated it at five to six weeks before he was offered the position (3T19).

<sup>6/</sup> Culpepper testified about the substance of this session, but erroneously referred to it as the June 16 session.

at an annual salary of \$22,000 pending union acceptance (J-9). That same day, Goldberg advised Dann that the Authority had selected a candidate for the modernization coordinator position. He also forwarded a job description and requested CWA's approval of \$22,000 starting salary for the position (CP-1). Dann replied by telephone that the matter needed further discussion at the next negotiation session on June 16 (1T32).

7. About June 1,<sup>7/</sup> Goldberg offered Stefencavage the modernization coordinator position at an annual salary of \$22,000.<sup>8/</sup> Goldberg wanted Stefencavage to begin work as soon as possible so he could become familiar with the job before contractors started in July. Stefencavage agreed to start June 20. (3T47; 3T55).

8. At the June 16 negotiation session, the parties reached tentative agreement on an overall salary package of percentage increases over three years for both units.<sup>9/</sup> Rather than apply a flat, across-the-board percentage increase to all current salaries, the parties then discussed individual salary range and step adjustments

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<sup>7/</sup> Stefencavage recalled that he was offered the position about June 15. I credit Goldberg concerning the offer date. It is more likely the Authority offered the position soon after it so advised CWA on May 24.

<sup>8/</sup> There is no evidence concerning whether Goldberg told Stefencavage his starting salary depended upon CWA's acceptance.

<sup>9/</sup> Since the filing of this charge, the Authority and CWA have signed a three-year successor agreement for non-supervisory employees (3T71).

within the overall package increase.<sup>10/</sup> CWA made specific salary adjustment proposals for Social Service Coordinator Arenda Rolax, who is Local 1085's vice-president for the supervisors unit, and a few of the non-supervisory employees involved in the modernization program. CWA also proposed that Robert Husak, the supervising maintenance repairer, be promoted to a new title with a higher salary range. (J-11; 1T33-1T34; 1T64; 1T79; 1T106; 1T116-1T119; T101)

At that session, CWA also responded to the Authority's proposal to start the modernization coordinator at \$22,000. CWA counterproposed an interim starting salary of \$20,190, which equaled Rolax's current salary. CWA felt it inequitable to hire a new employee with similar responsibilities to Rolax, who had 12 years of service, and pay him more. CWA further proposed increasing the modernization coordinator's salary to \$22,000, retroactive to his hiring date, if Rolax's salary were increased to \$22,000 retroactively. The Authority refused. It felt the modernization coordinator's abilities should be compensated at a higher rate than the social service coordinator's. CWA believed an interim salary for the modernization coordinator was necessary because it was not sure whether the agreement would be finalized before the modernization coordinator started work. (1T34; 1T66; 1T76-1T77; 3T47-3T48; 3T98-3T99)

9. In the afternoon after the June 16 negotiations session, Goldberg telephoned Stefencavage. Goldberg told Stefencavage that there

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<sup>10/</sup> The parties negotiated individual salary adjustments for the 1986-1987 collective agreement as well (3T53-3T55).

was a problem with the \$22,000 starting salary Stefencavage had been offered. Goldberg told Stefencavage that CWA was trying to reduce modernization coordinator's salary by comparing it to the social service coordinators' salary (1T84). Goldberg said he thought CWA was catering to one person. Stefencavage responded that he could not accept the job at less than \$22,000. Goldberg assured Stefencavage that he would make every effort to give Stefencavage the \$22,000 salary as offered, "even if I have to give it to you in travel." Based on Goldberg's statements, Stefencavage believed he would be paid the equivalent of \$22,000. <sup>11/</sup>

10. At the Authority commissioners' meeting on June 20, Goldberg recommended to the Authority that it reject the CWA settlement until individual salaries were agreed upon. He also recommended that the modernization coordinator's salary issue "go to PERC for resolution in

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<sup>11/</sup> Arenda Rolax, Kathy Waples and Anna Arnold heard Goldberg's conversation. Each testified for CWA under a sequestration order. Goldberg and Stefencavage also testified about their conversation. Goldberg acknowledges that he told Stefencavage CWA would not go along with the proposed \$22,000 salary and that he felt CWA's position was unfair. He agreed that he told Stefencavage that he would try to make up the salary difference in travel money. Goldberg's testimony neither confirms nor denies that he told Stefencavage that CWA was trying to bring his salary down or comparing it to Rolax's. Accordingly, I credit CWA's witnesses' substantially similar accounts of Goldberg's remarks. Goldberg also testified that Stefencavage responded that he would accept the job at the lower salary and "see what developed". Since this contradicts Stefencavage's credible testimony and is inconsistent with the Authority's subsequent actions, I credit Stefencavage. The Authority intended to pay Stefencavage the \$22,000 it had offered him. (CP-3; 1T87-1T88; 1T132-1T135; 1T140-1T141; 3T18-3T21; 3T33-3T35; 3T50-3T51; 3T105).



accordance with the union contract."<sup>12/</sup> Despite Goldberg's recommendation, the Authority approved the salary package on June 20. The Authority also authorized Goldberg to fight, if necessary, through PERC to pay Stefencavage the \$22,000 it promised him (J-11; 3T52-3T53; 3T70; 3T102; 3T106; 3T134-3T135)

11. One June 23, Golberg advised Dann by letter that the Authority had agreed to the three-year contract, and requested CWA to advise the Authority of its membership ratification. Goldberg further advised Dann that the Authority rejected CWA's proposal to slot the modernization coordinator on the same scale as the social services coordinator. Finally, Goldberg's letter suggested that "in accordance with the terms of Article I of the contract the parties proceed to the next step, which is the submission of this matter to PERS (sic)" (CP-2). That same day, Goldberg directed payroll clerk Kathy Waples to set Stefencavage's salary at \$20,190 (CP-13).

On June 30, Goldberg directed Waples to change Stefencavage's salary to \$22,000 retroactive to June 20 (CP-16).

Did the Authority Encourage the Decertification Petition?

12. Stefencavage began work at the Authority on June 20. On June 21, he called Dann to express his displeasure with CWA. Stefencavage

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<sup>12/</sup> Article I of contract provides in relevant part that the parties will negotiate regarding salary and other terms and conditions of employment for new positions, and that the Commission will resolve "disputes over the inclusion of titles."(J-1, p. 2.)

asked Dann why CWA was attempting to reduce his salary from the \$22,000 the Authority had offered him. Dann told Stefencavage that CWA did not think the modernization coordinator should be paid more than the social services coordinator. He further told Stefencavage that he (Stefencavage) did not have the right to negotiate his own salary, but the right to negotiate salary belonged to the union. Stefencavage told Dann he was thinking of filing a decertification petition. Dann responded that he thought Stefencavage could not win a decertification effort (1T21-22; 1T36-37).

On June 23, Stefencavage submitted a letter to the Authority indicating he did not intend to join or pay dues to CWA (CP-15; 3T116-3T124).

13. "Decertification" was not a new term or procedure to Stefencavage. About June 28, he contacted the National Labor Relations Board to initiate a decertification action. As a public employee, he was referred to the Commission. He immediately contacted the Commission to request information on filing a decertification petition. He expressed his discontent with CWA because "...they want me to be a union member and I'm going to have to pay union dues to the union that wanted to give me a pay cut." (3T39) He explained to the Commission officer what he wanted to do. He received petition forms and the Commission's Rules a few days later, and completed the form without assistance (3T23-3T24).

Stefencavage did not confer with Authority management representatives before he filed. He stated,

"Personally, I didn't care whether they were upset or not...I was exercising my rights. I was totally

angry with Mr. Dann for telling me that I did not have any rights and that I was going to loose."

He acknowledged that he was also angry with CWA because it was trying to cut his salary (3T42).

Stefencavage learned from other employees that Robert Husak, the supervising maintenance repairer, "wanted out" of the union. Stefencavage solicited Husak's support for the decertification petition. Husak told Stefencavage that he would support the decertification petition if Stefencavage did all the paperwork. Stefencavage agreed. Neither Stefencavage nor Husak discussed decertification with anyone before filing the petition.<sup>13/</sup> (3T25; 3T137).

Stefencavage mailed the petition to the Commission on July 8. A few days later, Stefencavage told Goldberg he had filed. Goldberg then told Culpepper (3T26; 1T56).

Did the Authority Promise  
Husak Benefits?

14. Husak joined CWA when it was first certified in January 1986. Just before CWA organized the Authority's employees, Goldberg and Maintenance Commissioner Quentin Breininger met with Husak in October, 1985 for the maintenance employees' annual evaluation and

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<sup>13/</sup> Both Husak and Stefencavage testified under a sequestration order. I credit their testimony. I found their respective accounts of the circumstances leading up to the decertification to be consistent, forthright and believable. Their testimony is also consistent with their respective reasons for wanting to decertify CWA (see facts 13 and 15), which I also credit.

salary review. Husak gave Goldberg and Breininger an evaluation of each of his workers and they agreed upon salary increases for each maintenance employee and for Husak. The three agreed that Husak would get a \$1500 raise. They agreed that Nat Hill, one of the maintenance employees, would get an across-the-board increase plus a special \$1200 adjustment because his salary was very low and he was doing a good job. Husak told Hill that Goldberg and Breininger had agreed to give him this increase.

After CWA concluded its negotiations with the Authority in January, 1987, Husak got a percentage increase but not the \$1500 he had been promised. Hill also received a smaller increase than Husak had told him Goldberg and Commissioner Breininger had agreed to give him. Husak and Hill concluded that they had lost money by being in CWA. Hill resigned from CWA but later rejoined. (2T129-2T131; 3T123)

15. In March, 1988, Husak went to Goldberg and asked how he could withdraw from CWA. Goldberg told him that the contract limited dues deduction withdrawal to January 1 and July 1 of each year. In June, Husak submitted a membership withdrawal form to CWA, to be effective July 1 (1T56).

Dann called Husak to learn why he was resigning. Husak replied that he had lost money as a result of the first negotiations. Husak told Dann he did not need someone to negotiate for him. He complained that CWA had been negotiating an entire year and had conducted only one meeting. He also complained that employees, except Rolax and Arnold who were on the CWA negotiations team, are not kept informed. (2T134-2T135)

About June 16, Rolax called Husak to learn why he was withdrawing his CWA membership. Husak responded that "the union only benefits a couple of people"; he had lost money from the first negotiations; and he did not need anyone to negotiate pay raises for him (2T136). Husak told Rolax he thought he could get \$2,500 if he was not in CWA. She asked him who told him that. Husak replied that he had been promised by Goldberg and Authority Maintenance Commissioner Quentin Breininger. I conclude that Husak's references to being promised more money refer to a raise he had been promised by Breininger and Goldberg before CWA organized the employees (see fact 14). <sup>14/</sup> Husak's perception was that he never got the raise he was promised in 1986. Husak believed he could get a better pay increase by negotiating for himself, and that membership withdrawal could accomplish that.

Another employee, Helen Morrell then called Husak to ask why he was withdrawing from CWA. He told her it was because he was losing money. Husak explained that "[he] would have gotten \$1,500 and wound up with about \$1200 being in the union."<sup>15/</sup> (2T136)

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<sup>14/</sup> Rolax and Husak agreed that he told her he had lost money by being in CWA. Rolax testified that Husak told her he thought he would get at least \$2,500 more if he was not in the union, and that Husak had told her that many times before (1T91; 1T111-1T112; 1T124). Husak did not recall mentioning an amount. I believe Rolax's recollection of the conversation is a slight but meaningful distortion. I find that Husak was referring to the earlier raise he felt he had lost.

<sup>15/</sup> I credit Husak's recollection of this conversation. Morrell's testimony was inconsistent, and I do not credit it (1T145-1T146; 1T157-1T164).

Husak credibly denied discussing his "lost increase" with Breininger or Goldberg, or that either suggested he could do better without CWA (2T143-2T147). When asked if he thought that by decertifying CWA he would get more money from management, he replied,

"No. I figured I could negotiate for myself. I didn't need nobody to negotiate for me with the company. I had been there long enough with them. Whenever I had a problem, I would go to the [Authority] Director and the Maintenance Commissioner and even when I got my men raises we would sit down and negotiate between the three of us. And they always gave me what I asked for."  
(2T143-2T144).

16. Helen Morrell also asked Hill why he was resigning from CWA. Hill complained about last-minute notification for union meetings and that he was losing money by being in the union.<sup>16/</sup>

17. Sometime before June 24, maintenance employees, including Husak, submitted membership withdrawal forms. Stefencavage also submitted a letter indicating he did not wish to join CWA. Goldberg concluded CWA no longer represented a majority of the supervisors (CP-15; 3T116-3T120). Goldberg wrote to the Authority's labor counsel for advice.<sup>17/</sup> Goldberg did not discuss the revocation with employees. He wrote to Dann on July 1, 1988, to advise him that,

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<sup>16/</sup> The testimony about what Hill told Morrell his reasons were is inconclusive; neither Morrell nor Hill testified consistently (1T147; 1T159; 1T162-1T163; 2T120-2T123; 2T127). Therefore, I make no additional findings with regard to what Hill told Morrell.

<sup>17/</sup> I declined to admit charging party's exhibit containing the substance of counsel's advise on the basis of attorney-client privilege.

Since 2 of our three supervisors have indicated they no longer wish to be union members as of July 1, we have a good [faith] doubt as to your majority status as of July 1, 1988 regard the supervisors bargaining unit at [the Authority] (CP-15).

#### August 1 settlement efforts

18. About August 1, 1988 Culpepper called Dann to explore the possibility of settling the decertification petition dispute. Culpepper told Dann that he wanted to avoid the "bloody process" a decertification election might produce. Culpepper told Dann that he thought Husack might feel divided loyalty (1T44; 1T49). <sup>18/</sup>

Culpepper told Goldberg that he and Dann discussed a settlement proposal<sup>19/</sup> to resolve the petition, and asked Goldberg to discuss it with Stefencavage and Husak. After a Monday morning staff meeting, Golberg told Stefencavage and Husak a deal might be struck to resolve the decertification dispute. Stefencavage and Husak told Goldberg that they were not interested in settlement, and wanted to pursue the petition. Goldberg expressed no opinion about whether they should proceed with the petition. No threats or promises were made if they withdrew the petition or pursued it. (3T26-3T27; 3T28; 3T58-3T59)

#### Authority's Comments About Supervisors' Representation

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<sup>18/</sup> I credit Dann's account of this conversation. Culpepper had no recollection of it.

<sup>19/</sup> I did not permit testimony concerning the substance of these settlement discussions. The proposal itself is not relevant, and the parties should not be constrained by fears that their settlement discussions will be the subject of litigation.

19. Culpepper and Goldberg told Dann and Rolax several times that they were philosophically opposed to union representation for supervisors, and that it created a potential conflict. However, the Authority permitted CWA to represent the supervisors and neither refused to negotiate over their terms and conditions of employment nor otherwise violated the Act (1T51; 1T71; 1T98).

20. Rolax repeatedly complained to Culpepper about unfair treatment or harassment. He told Rolax that "You wouldn't have these problems if you weren't in the union. The union is creating more problems for you than it is doing any good. It can't help you and they can't make us give you any money if we don't want to."<sup>20/</sup> (1T99-1T100)

21. Culpepper also repeatedly told Waples that the Authority would be better off without the union because the unit is such a small group, that the union tied the Authority's hands by limiting raises to a certain amount each year, and the Authority was prevented from giving Waples what Culpepper wanted (1T136). <sup>21/</sup>

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<sup>20/</sup> Culpepper denied having one-to-one conversations with Rolax about her union activity, and stated that he only discussed union activity with Rolax during negotiations. Culpepper acknowledged that during negotiations he has expressed his opinion that supervisors should not be in the union. Culpepper acknowledged that he was often supportive of Rolax when she came to him with problems (2T87-88). I credit Rolax's testimony concerning Culpepper's comments to her. Because Culpepper was supportive of Rolax, I believe, in an effort to help her, he did make such responses to her concerns.

<sup>21/</sup> Culpepper did not deny his comments to Waples. I credit Waples that Culpepper made such comments to her.



Threats to Anna Arnold

22. On October 4, Goldberg asked Anna Arnold, a clerk in his office, if she would be testifying at the PERC hearing then scheduled for October 12.<sup>22/</sup> Arnold told Goldberg she had not yet been subpoenaed. He told her she would tarnish her reputation with the Board and thought it would be better for her if she did not attend. Arnold replied that she wasn't afraid of what the Authority would do if she testified. Goldberg replied, "No, I don't say you should be afraid, but I think it would be better for you if you didn't go".<sup>23/</sup>

She replied that if she was called to testify, she would. He replied, "By all means, Anna, if you are called, you must go testify." Anna Arnold testified at the hearing on November 7. (R-1; 2T66-2T75; 3T66-3T67; 3T140)

Subcontracting the PSS Staff

23. The Authority applied for HUD funds to institute a new program called "Project Self-Sufficiency" ("PSS program"). The purpose of the program is to motivate welfare clients to become self-sufficient through employment, education programs, and support groups (CP-11).

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<sup>22/</sup> The October 12 hearing was adjourned to November 7.

<sup>23/</sup> Goldberg recalled his warning slightly differently. He recalled saying, "That's good because it might not sit too well with the Board if you did testify." I credit Arnold's more specific recollection. She produced contemporaneous verbatim notes (R-1) of the conversation.

Goldberg stated that he made this comment out of concern for Arnold that testimony might come out at the hearing about an office conversation on which Arnold allegedly eavesdropped, and he was concerned that Arnold may be disciplined by the Authority for listening in on others' conversations.

After the program funds were approved, the State Department of Community Affairs referred Goldberg to the Camden JAYCEES Housing Counselling ("JHC"), a non-profit organization with expertise in setting up such a program. In February, Goldberg and Arnold met with JHC Program Director Terry Benson. Goldberg asked Benson to meet with the Authority's Commissioners to explain the PSS program.

24. Goldberg told the Authority commissioners at their February 22 meeting that more research was required before deciding whether the PSS program could be supervised by the social services coordinator (J-2).

At the March 21 Commissioners' meeting, Goldberg reported that the PSS program would require a separate program coordinator because "the social service staff had enough of a workload without picking up any more work." He invited the Board to meet with Benson on March 25 (J-3).

25. On March 25, Goldberg wrote to JHC and a second consulting service--Tri-County Counselling-- requested each to submit a proposal for a one-year consulting contract to assist in setting up the Authority's PSS program. Goldberg's letter detailed seven areas in which the Authority needed assistance. Among them were: assisting in interviewing candidates for the program coordinator; and assisting in hiring two other staff members.<sup>24/</sup> (J-4; 3T61-3T62)

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<sup>24/</sup> Culpepper testified that this letter conflicted with the Commissioners expectations. Culpepper stated that by this date, the Authority commissioners intended the consulting agency to operate and supervise the entire program (2T105). That position is not supported by the minutes of the March commissioners meeting and conflicts with discussions at subsequent Authority meetings (J-6 and J-8). I do not credit Culpepper's assertions.

26. On March 29, Goldberg advertised the PSS coordinator position "at a salary up to \$20,000" with "excellent fringe benefits." (J-5).

Goldberg's April 11 report to the commissioners indicated that the Authority's personnel committee would review applications for the PSS Coordinator and conduct interviews in May (R-14).

At the April 18 Authority meeting, Goldberg told the commissioners that, including the PSS staff, five new employees would be hired (J-6).

On April 28, Goldberg forwarded the resumes of the PSS Coordinator candidates to Benson and asked her help in selecting a candidate (J-7). Together, Goldberg and Benson interviewed candidates, including Gail Anderson. Goldberg had asked Anna Arnold to check Anderson's references (CP-11). Goldberg's May 11 report to the commissioners indicates that interviews were held for the PSS staff and hiring recommendations were made to the Authority's personnel committee. (R-15).

27. On May 12, Dann wrote to the commissioners explaining how CWA's negotiations demands could be funded within the Authority's budget. He also asked for a one-time salary differential for four employees (including a two-range increase for Rolax) because he anticipated their duties relating to the modernization and PSS programs would increase (CP-4).

Richard Dann addressed the next commissioners' May 16 meeting and repeated his concerns. He explained CWA's negotiations demands to the commissioners and asked them to reconsider the Authority's last offer. He also told the Commissioners that CWA felt some of the modernization program money should be used to increase salaries for certain employees

beyond the percentage increases being sought by CWA in negotiations. Goldberg told the Board he felt CWA's demand for additional compensation was "awfully presumptuous". The meeting then adjourned into closed session. The commissioners discussed the possibility of the modernization coordinator and the PSS coordinator "not being required to be under the jurisdiction of the union." Authority Attorney Klayman pointed out that, "If the modernization coordinator and PSS coordinator positions were not contracted out, they then come under the jurisdiction of the union." (J-8).

28. On May 18, Goldberg asked JHC and Tri-County Housing to revise their consulting contract proposals to include staffing for the PSS program. Goldberg gave Benson specific language he wanted her to add to JHC's proposal:

...The on-site personnel shall be subject to your approval and shall consist of: project coordinator--annual salary \$23,000; deputy project coordinator--annual salary \$20,000; drug program counselor--annual salary \$17,500.

The on-site personnel shall conform their work days and hours to that of the Housing Authority and shall be subject to the direct supervision of the Housing Authority Executive Director... the Housing Authority shall reimburse the personnel directly for use of personnel owned cars for official business at the rate of 18¢ a mile and for all other out-of-pocket expenses incurred with the approval for the Housing Authority Executive. (CP-7).

JHC revised its proposal accordingly.

29. Sometime in May, Goldberg met with the Authority's Accountant Nina Sorelli, Goldberg told Sorelli that he had come up with a way of avoiding CWA with regard to the new PSS staff by using

a consulting group as the employer. He told her the Authority would control the PSS staff, but the consultant would be the employer of record (2T36-38; 2T44-47)<sup>25/</sup>

30. At the Authority's May 24 meeting, Goldberg recommended to the Commissioners that, since they were going to engage a consultant for the PSS Program, they should consider having the consultant provide staffing for the program. Commissioner Dickerman noted that, as there was only a guarantee of one-year employment, having the PSS staff as part of the consulting contract would be advisable, provided the Authority had final approval over hiring the staff (J-9).

The Commissioners accepted the revised JHC's proposal at its June 20 meeting, including specifically that JHC provide on-site staff and the Authority would reimburse JHC for the actual salaries plus 25 percent of fringe benefits/employer contributions (CP-9; J-11).

31. On July 1, the Authority signed a one-year contract with JHC to provide "technical assistance; ... five hours a week of guidance to the on-site staff." It also provided that JHC would interview and recommend on-site staff." The right to interview and give final approval for hiring staff was reserved to the Authority. JHC retained the right to dismiss staff after consultation with the

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<sup>25/</sup> I credit Rolax's testimony about this conversation. It was corroborated by Morrell. Goldberg did not deny making such a statement; he only said he did not recall it (3T69).

Authority. The agreement further provided that the Authority would reimburse JHC for salaries and fringe benefits, and have final approval on the amount of the staff's salaries. Finally, the Authority would pay the cost of travel by the on-site staff Authority-approved. (J-13). On July 5, Gail Anderson entered into a 2-month individual employment contract with JHC at a salary of \$22,000 plus expenses. (R-2).

Anderson attends Goldberg's weekly meetings with other Authority supervisors. Goldberg gives Anderson direction concerning the operation of the PSS program. Anderson uses Authority stationary and an Authority business card. Her office is in the Authority's building. Goldberg requires the PSS staff to adhere to certain scheduling requirements (CP-8; 3T65).

32. According to Goldberg, the Authority decided to contract with JHC to provide staffing for the PSS program because it would be a "cleaner operation" if the staff was terminated when the consulting agency contract terminated at the end of the one-year grant.(3T62)

Authority Chairman Culpepper explained why the Authority contracted with JHC to employ the PSS staff. According to Culpepper, the Authority wanted to get some "new blood" to operate the project. The Commissioners did not want the existing staff to run the project because one of the purposes of the PSS program was to establish tenant associations, and Rolax had not been successful in getting them started before (2T89). According to Culpepper, the Authority also contracted out the PSS staff through JHC because

it would take less effort from Goldberg as far as supervising...and the new blood and new faces coming into the community would be able to do the program (2T92).

33. The Authority intends to have JHC develop the PSS program into a continuing program. Culpepper hopes that by the expiration of the grant money, JHC will be independently operating the program from private sources (2T93).

#### ANALYSIS

CWA asserts that the Authority violated 5.4 (a)(5) of the Act by refusing to negotiate in good faith concerning the modernization coordinator's starting salary and then unilaterally increasing his salary to \$22,000.

The Authority argues that it did make a starting salary proposal on May 24, CWA refused, and the Authority was then forced by business necessity to implement its offer to the new employee.

The standard for determining whether a party has refused to negotiate in good faith was established by the Commission in State of New Jersey, E.D. No. 79, 1 NJPER 39 (1975), aff'd 141 N.J. Super. (App. Div. 1976). There it held:

It is necessary to subjectively analyze the totality of the parties' conduct in order to determine whether an illegal refusal to negotiate may have occurred....A determination that a party has refused to negotiate in good faith will depend upon an analysis of the overall conduct and/or attitude of the party charged. The object of this analysis is to determine the intent of the respondent, i.e., whether the respondent brought to the negotiating table an open mind and a sincere desire to reach an agreement, as opposed to a pre-determined intention to go through the motions, seeking to avoid, rather than reach, an agreement. [Id. at 40, footnotes omitted].

Here, I find that the Authority never had an intent to engage in a give-and-take dialogue with CWA over the modernization coordinator's terms and conditions of employment. It set a salary range, set a starting salary, sought CWA's "approval", then implemented its demand.

First, the Authority adamantly refused for two months to discuss the modernization coordinator with CWA at all. It also refused to provide even the rudimentary sketch of the position's responsibilities. During this time, (from March through May 24) the Authority interviewed candidates, set a salary range, and set a starting salary. Because it knew that it could not likely secure a qualified applicant for less than \$22,000, it set a salary range of \$22,000 to \$25,000. It set the starting salary at \$22,000. Then, on May 24, it sought CWA's "approval". It then offered the position to Stefencavage on June 1 at a starting salary of \$22,000. What it was presenting CWA with was a fait accompli. When CWA responded that it wanted to negotiate about the salary, the Authority was then forced into negotiations about the starting salary just four days prior to the employee's starting date, and AFTER they had offered Stefencavage the position at \$22,000.

I recognize an employer's need to balance the salary demands of an individual applicant with its obligation to negotiate with the majority representative over the position's terms and conditions of employment. The Authority undoubtedly wanted to secure the best candidate at the lowest salary. Here, the Authority erred in not



negotiating with CWA until the eleventh hour. The Authority had backed itself into a corner of committing an (a)(5) by not continuing to negotiate with CWA over starting salary, or risk losing the candidate it wanted to hire.

I find that the Authority's conduct was not indicative of a genuine desire to achieve agreement with CWA, but rather to go through the motions. 26/

Second, inexplicably, the Authority started Stefencavage at the \$20,190 salary and on June 28, unilaterally changed his salary to \$22,000. This amounts to a unilateral change in an employee's terms and conditions of employment which violated 5.4 (a)(5).

DID GOLDBERG'S JUNE 16 COMMENTS TO STEFENCAVAGE VIOLATE 5.4 (a)(1)?

A public employer independently violates §5.4(a)(1) of the Act if its action tends to interfere with an employee's statutory rights and lacks a legitimate and substantial business justification:

Jackson Tp., P.E.R.C. No. 88-124, 14 NJPER 405 (¶19160 1988),  
adopting H.E. No. 88-49, 14 NJPER 293, 303 (¶19109 1988);  
UMDNJ--Rutgers Medical School, P.E.R.C. No. 87-87, 13 NJPER 115  
(¶18050 1987); Mine Hill Tp., P.E.R.C. No. 86-145, 12 NJPER 526

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26/ The Authority does not contend, nor do I find, that it negotiated to genuine impasse over the modernization coordinator's salary. There is no evidence that the Authority declared an impasse. No Notice of Impasse was filed with the Commission. Neither did Goldberg's authorization to "fight it through PERC in accordance with Article I" (which has to do with unit inclusion disputes) suggest impasse. Further, I do not find the Authority acted in good faith prior to its implementation.

(¶17197 1986); N.J. Sports and Exposition Auth., P.E.R.C. No. 80-73, 5 NJPER 550 (¶10285 1979); Gorman, Basic Text on Labor Law, at 132-34 (1976). Also, the Charging Party need not prove an illegal motive in order to establish this independent violation of §5.4(a)(1) of the Act: Morris, The Developing Labor Law, at 75-78 (2d ed. 1983).

Section 5.4(a)(1) cases require a balancing of two important but conflicting rights: the employer's right of free speech and the employees' rights to be free from coercion, restraint or interference in the exercise of protected rights. See County of Mercer, P.E.R.C. No. 86-33, 11 NJPER 589 (¶16207 1985). In striking that balance, all the circumstances of a particular case must be reviewed.

I find that the Authority did not independently violate subsection 5.4 (a)(1) of the Act by Goldberg's comments to Stefencavage after the June 16 negotiations session. Since the Authority had already offered Stefencavage the position of \$22,000, it had an obligation to tell him CWA had not agreed to that starting salary, and to see whether he would accept the position for less. Stefencavage indicated he would not.

Goldberg's recitation of CWA's position was accurate. Under the circumstances at that time, it was also justified by necessity.

Stefencavage was not an employee of the Authority at that time; he was a candidate for a position, for which he had been offered a starting salary of \$22,000. The Authority was within its

rights to explain to Stefencavage that there was a problem with the salary he had been offered, and to see if Stefencavage would accept something less.

An employer has the right to criticize the employee representative provided his actions do not rise to the level of unlawful interference with protected rights. Black Horse Pike Reg. Bd. of Ed., P.E.R.C. No. 82-19, 7 NJPER 502 (¶12223 1981). Further, an employer does not violate (a)(1) by communicating the employee representative's position to employees. Spotswood Bd. of Ed., P.E.R.C. No. 86-34, 11 NJPER 591 (¶ 16208 1985). While Goldberg's comments to Stefencavage may have resulted in Stefencavage's dissatisfaction with CWA, they did not interfere with Stefencavage's statutory rights to join or be represented by CWA. Stefencavage's decision not to join CWA and to file the decertification petition was, in part, a result of CWA's negotiations position on his starting salary. All that Goldberg did was report that position.

Goldberg also told Stefencavage that he would find a way to pay him the \$22,000 he had been offered, even if he had to make it up in travel money. The Authority had already offered the position to Stefencavage at \$22,000. This was a merely a necessary confirmation that the Authority intended to make good on its offer of employment at \$22,000. I find that Goldberg's June 16 comments to Stefencavage do not constitute an independent 5.4 (a)(1) violation.

DID THE AUTHORITY COERCE HUSAK  
OR PROMISE HIM BENEFITS?

I have found that the Authority did not promise benefits to Husak after CWA organized the Authority's supervisors. The

Authority's 1985 promise of benefits was not unlawful. Therefore, I conclude that the Authority did not make any unlawful threats or direct or implied promise of benefits to Husak in violation of (a)(1).

DID THE AUTHORITY ENCOURAGE OR ASSIST THE DECERTIFICATION PETITION?

There is no evidence to support CWA's allegation that the Authority encouraged or assisted the decertification effort. Neither Stefencavage nor Husak discussed the decertification with Authority representative prior to its filing. The record is clear that Stefencavage independently considered filing for decertification by the time he spoke to Richard Dann on June 21, Stefencavage's second day of work. Stefencavage was already familiar with a decertification petition proceeding. He filed because he was unhappy with CWA's position on his salary and because he felt offended by Dann's comments. Similarly, Husak chose to support the decertification because he felt CWA's representation had not benefitted him, and he wanted to negotiate on his own. There is no evidence that the Authority encouraged or assisted either employee in a decertification effort.

AUGUST 1 SETTLEMENT DISCUSSIONS

On or about August 1, Goldberg told Stefencavage and Husak that Culeppper had talked to Dann about a possible settlement of the

representation dispute.<sup>27/</sup> Goldberg made no offer of benefits to Stefencavage or Husak if they pursued or withdrew the petition. Stefencavage and Husak rejected the proposed settlement and replied that they wanted to pursue the petition.

I find no evidence that Goldberg's August 1 conveyance of a settlement proposal tended to coerce or interfere with Stefencavage's or Husak's statutory rights in violation of 5.4 (a)(1).

#### THREATS TO ANNA ARNOLD

Goldberg warned Arnold that her testimony before this Commission may jeopardize her relationship with her employer, the Authority commissioners. The right to give testimony before this Commission is protected by the Act. In fact, retaliation for such testimony is violation of 5.4(a)(4).

Goldberg's comments carried an implied threat to Arnold that the Authority may somehow retaliate if she testified. The fact that she did later testify does not affect this finding. An employer's motive and the effect of the threat are not elements of the standard in determining whether a violation of 5.4 (a)(1) have been committed. The standard is only whether the employer's comments objectively tended to interfere with employee's rights.

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<sup>27/</sup> I excluded the substance of the potential settlement from the record. CWA proffered that Culpepper believed he could convince the supervisors to withdraw the petition. As evidence would not be relevant. It is hardly likely such a suggestion (to withdraw the petition) would be accompanied by a threat or promise of benefit.

Since there was no legitimate business justification for Goldberg's comments, I find that his comments intended to interfere with Arnold's statutory rights and therefore, violated 5.4 (a)(1).

THE 5.4 (a)(2) ALLEGATION

Subsection 5.4(a)(2) prohibits employer domination or interference with the formation, existence or administration of any employee organization. As the Commission observed in Atlantic Cty. College, P.E.R.C. No. 87-33, 12 NJPER 764 (¶17291 1986),

Domination exists when the organization is directed by the employer, rather than the employees. Interference involves less severe misconduct than domination, so that the employee organization is deemed capable of functioning independently once the interference is removed. It goes beyond merely interfering with an employee's section 5.3 rights; it must be aimed instead at the employee organization as an entity.

Here, I find no evidence that the Authority dominated or interfered with the existence or administration of CWA. I find no violation of 5.4(a)(2).

SUBCONTRACTING THE PSS STAFF

While employer's decision to subcontract is a non-negotiable managerial prerogative, it may not do so in retaliation for the legitimate exercise of protected activities. IFPTE Local 195 v. State, 88 N.J. 393 (1982) ("IFPTE"). our Supreme Court observed:

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

employees vulnerable to arbitrary or capricious substitutions of private workers for public employees. Id at 411.

An employer's decision to contract out unit work based on such arbitrary and capricious reasons as avoiding negotiations with the exclusive representative violates 5.4 (a)(3) of the Act. Dennis Tp. Bd. of Ed., P.E.R.C. 86-69, 12 NJPER 16 (¶17005 1985) ("Dennis Tp."); South Brunswick Bd. of Ed., P.E.R.C. No. 83-3, 8 NJPER 429 (¶13199 1982).

The appropriate standard to determine whether the Authority's decision to contract out the PSS program staff was illegally motivated is found in Bridgewater Tp., 95 N.J. 235 (1984) ("Bridgewater"). Under Bridgewater, charging party must first establish a prima facie case that protected activity was a substantial or motivating factor in the employer's disputed personnel action. The prima facie case may be proven by direct evidence of anti-union motivation, or by circumstantial evidence showing (a) that employees were engaged in protected activity; (b) the employer knew of this activity; and (c) the employer was hostile toward the exercise of protected rights. Bridgewater at 246.

If a prima facie case is established, the employer must show that the same action would have taken place even in the absence of protected activity. Bridgewater at 244.

I find that CWA has proven by a preponderance of the evidence that the Authority's motive for contracting the PSS Coordinator was to avoid negotiations with CWA.

First, there is direct evidence as to the Authority's motive. Goldberg told Sorelli, the Authority's accountant, that the Authority was going to put the PSS staff on the consulting service's payroll to avoid having to deal with CWA.

Second, the employer's motivation to contract out the PSS Coordinator--to avoid CWA --is also established by the circumstantial evidence. It is undisputed that CWA was engaged in protected activity and the Authority knew of this activity. CWA had been in negotiations with the Authority for successor contracts for both of its units since October.

The record contains ample evidence of the employer's hostility towards the exercise of those protected rights. Both Culpepper and Goldberg had repeatedly told Dann and Rolax that they did not believe supervisors should be represented. While not in itself an unfair practice, these comments tend to show animus. Culpepper told Rolax and Waples that they (and the Authority) would be better off without the union. Culpepper told Waples that CWA was "tying the Authority's hands" and it "couldn't give employees what it wanted." Goldberg told Stefencavage he resented CWA telling him what to do. These comments, taken together, lead to an inference that the Authority wanted to avoid having to deal with CWA.

The timing is also critical to an assessment of the Authority's motives to contract out the PSS staff. See Bridgewater, supra; Dennis Tp.; University of Medicine and Dentistry, P.E.R.C. No. 86-5, 11 NJPER 447 (¶16156 1985); Brookdale



Community College, P.E.R.C. No. 78-80, 4 NJPER 243 (¶4123 1978), aff'd App. Div. Dkt. No. A-4824-77 (1980).

Until May, the evidence shows the Authority had planned to hire the PSS staff as its own. By May, the parties' had been negotiating for seven months and negotiations were becoming frustrating. At the May 16 commissioners' meeting, there was a discussion for the first time about the PSS Coordinator and the modernization coordinator "not being required to come under the jurisdiction of the union." The Authority attorney advised the commissioners that it could keep the positions out of the union by contracting out the jobs. This was the same meeting that Richard Dann appealed to the Authority to increase its salary offer to CWA and also demanded extra stipends for employees involved in the modernization and PSS programs.

Just two days later on May 18, Goldberg asked JHC to revise its proposal to include staffing the PSS program.

The Board voted to contract with JHC, including the arrangement for JHC to act as the employer for the PSS Coordinator at a salary of \$22,000, on June 20, the same day it was told CWA refused to "approve" the Modernization Coordinator's proposed salary of \$22,000. <sup>28/</sup> Therefore, it is clear that the Authority would have assumed that, if it had to negotiate the PSS Coordinator's

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<sup>28/</sup> The modernization coordinator position was already filled by this point, and Stefencavage had started work that morning. Thus, contracting out that position as well was no longer a consideration.

salary with CWA, CWA might well have wanted to negotiate, rather than rubber-stamp, the salary the Authority had set for the PSS staff.

Finally, it is well established that shifting reasons for an employer's decision tend to undermine the legitimacy of the employer's proffered motive for its personnel action. Dennis Tp.; The Developing Labor Law (2nd ed., 1983) at 193; Coca-Cola Bottling Co., 232 NLRB 794, 97 LRRM 1290 (1977). Here, two reasons were proffered by Culpepper for contracting out the PSS staff through JHC: to bring in some fresh faces, and to reduce Goldberg's supervisory responsibility for the PSS staff. Goldberg offered a completely different reason: because the grant money was only guaranteed for one year, it would be a "cleaner operation" if the PSS staff were terminated with the consulting contract.

I reject all of these reasons as pretextual. First, the PSS program would be bringing in "new faces" regardless of whether the staff were hired as Authority staff or put on the JHC payroll.<sup>29/</sup> Second, it was clear even then that Goldberg would have a significant role in supervising the new staff. The contract with JHC only required Benson to be available for five hours a week to "assist" the on-site staff. Clearly, Goldberg would have a major role in directing the PSS staff, interviewing them, approving their expenses, and monitoring their schedules. Goldberg would likely

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<sup>29/</sup> CWA does not dispute the Authority's decision not to use existing staff to operate the program.

have similar supervisory responsibility for the PSS staff if they were direct employees of the Authority.

The fact that funding was only guaranteed for one year has little effect on whether PSS staff was hired as Authority employees or contracted through JHC. Culpepper stated that the Authority anticipates that the program will survive even after the one-year grant expires. If the program does not continue, then the PSS staff could be laid off.

Accordingly, under all of the circumstances presented here, I conclude that CWA has established a prima facie case under Bridgewater. The Authority's motive for subcontracting the PSS staff through JHC was to avoid CWA as their collective negotiations representative. Further, for the reasons set forth above, I find that the Authority has not established a legitimate business justification for its decision to subcontract. Therefore, I conclude that the Authority violated subsection 5.4 (a)(3) of the Act when it subcontracted the PSS staff in retaliation for CWA's exercise for protected right to negotiate.

Further, I find that the Authority is the de facto employer of the the PSS staff. In Morris Cty. Bd. of Social Services, P.E.R.C. No. 87-15, 11 NJPER 491 (¶16175 1985), the Commission set forth the "substantial control over labor relations test" to determine employer status. Here, except for the fact that the PSS staff's salary checks being funneled through JHC, the Authority has substantial control over virtually all of their terms and conditions

of employment: it has "final authority" over hiring decisions; it set their salary; it placed the cap on their fringe benefits; it set the rate for, approves and pays their expenses; it provided them with office facilities; it set their work hours and regulated their schedules; it required them to participate in weekly staff meetings; and it has significant input into discipline or termination decisions. Therefore, I find the Authority exercises substantial control over the PSS staff's terms and conditions of employment, and it is the de facto employer of these employees.

#### CONCLUSIONS

1. The Glassboro Housing Authority violated subsection 5.4 (a)(1) of the Act by its Director's warning to Anna Arnold not to testify at the hearing in this matter.
2. The Authority violated 5.4 (a)(3), and derivately, (a)(1) of the Act by contracting out the PSS staff through a private contractor for the purpose of avoiding CWA as their collective negotiations representative.
3. The Authority violated 5.4 (a)(5) and derivately, (a)(1) of the Act by refusing to negotiate in good faith concerning salary for the newly-created supervisory position of modernization coordinator.
4. The CWA did not prove by a preponderance of the evidence that the Authority violated 5.4 (a)(1) of the Act by (a) its Director's comments to George Stefencavage on June 16; (b) promising benefits to Maintenance Supervisor Robert Husak; (c) assisting or encouraging the decertification filed by supervisors; or (d) its August 1

conveyance of a proposed settlement of the decertification petition to the supervisors.

5. The CWA did not prove a violation of subsection 5.4 (a)(2) of the Act.<sup>30/</sup>

#### REMEDY

##### The 5.4 (a)(5) Violation

Normally, the remedy for a 5.4 (a)(5) violation is an order for negotiate. Here, however, such an order requires additional consideration.

In County of Bergen, P.E.R.C. No. 84-2, 9 NJPER 451 (¶14196 1983), ("Bergen Cty") the Commission held that the employer may not lawfully continue to negotiate with the certified representative during the pendency of a valid question concerning representation. The Commission's rationale for restraining negotiations until the resolution of such a representation petition was that,

We steadfastly believe that the act of continuing to negotiate, despite pending representation proceedings, inevitably and unmistakably tends to transmit to unit employees a signal that their employer may prefer the incumbent to its rival and may be inclined to treat them more favorably if they agree with the employer's choice. 9 NJPER at 458.

Such a concern is not appropriate here. The employer, by its violations of the Act as found above, may have already sent the

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<sup>30/</sup> In its brief, CWA also contends that the Authority violated (a)(4) of the Act. That allegation has neither been alleged in the charge nor proven.

opposite signal to its employees--that it prefers employees not to be represented. Therefore, I recommend that the Commission remedy the (a)(5) violation by ordering the Authority to negotiate with CWA concerning the modernization coordinator's terms and conditions of employment.

The 5.4(a)(3) Violation

Having found that the Authority contracted out the PSS staff to avoid CWA, I must now fashion an appropriate remedy. If the Authority had hired the PSS staff directly, they would only be included in CWA's supervisors unit only if their employment relationship with the Authority demonstrated regularity and continuity. Mt. Olive Bd. of Ed., P.E.R.C. No. 82-66, 8 NJPER 102 (¶13141 1982), Somerset Cty. College and Somerset Cty College Faculty Fed., Local 2375, AFT, P.E.R.C. No. 87-129, 13 NJPER 361 (¶18150 1987), aff'd App. Div. Dkt. No. A-4803-86T1 (2/5/88), aff'd \_\_\_ N.J. \_\_\_ (S. Ct. Dkt. No. A-60) (1/24/89). Regularity is a measure of how frequently the employee works. Continuity of employment is a measure of the degree of stability of the employment relationship. It runs to the relative "permanency" of the employment. See City of Rahway, D.R. No. 83-9, 8 NJPER 538 (¶ 13247 1982). Employees hired for a temporary, limited term of employment are not eligible for unit inclusion. Employees whose relationship with the employer demonstrates a recurring or continuing pattern are appropriate for inclusion. State of New Jersey, D.R. No. 87-25, 13 NJPER 326 (¶ 18136 1987).

Here The PSS staff works regularly. While the grant funded the PSS program for one year, Culpepper anticipated the program would survive after the grant expiration through private funding. Therefore, I recommend order the Authority to negotiate upon demand with CWA over the PSS coordinator's terms and conditions of employment.<sup>31/</sup>

RECOMMENDED ORDER

I recommend that the Commission ORDER:

A. That the Glassboro Housing Authority cease:

1. Interfering with, restraining or coercing its employees in the exercise of the rights guaranteed to them by the Act, by (a) subcontracting PSS employees to avoid their representation by CWA; (b) threatening employees not to testify at hearings before the Public Employment Relations Commission; (c) refusing to negotiate in good faith concerning terms and conditions of employment for new positions in the CWA supervisors unit.

2. Discriminating with regard to hire or tenure of employment or any term of condition of employment to encourage or discourage employees in the exercise of the rights guaranteed to them by the Act, and particularly, by subcontracting PSS employees to avoid their representation by CWA.

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<sup>31/</sup> As only the coordinator is a supervisory employee, I may not order negotiations with the charging party, CWA Housing Authority Supervisors, over other PSS staff.

3. Refusing to negotiate in good faith with the majority representative, and particularly refusing to negotiate in good faith with CWA Local 1085 Glassboro Housing Authority Supervisors concerning terms and conditions of employment for the modernization coordinator.

B. That the Respondent take the following affirmative action:

1. Negotiate in good faith with CWA concerning the terms and conditions of employment for the modernization coordinator.

2. Upon demand, negotiate with CWA over the PSS coordinator's terms and conditions of employment.

3. Post in all places where notices to employees are customarily posted, copies of the attached notice marked as Appendix "A." Copies of such notice on forms to be provided by the Commission, shall be posted immediately upon receipt thereof and, after being signed by the Respondent's authorized representative, shall be maintained by it for at least thirty (30) consecutive days.<sup>32/</sup> Reasonable steps shall be taken to insure that such notices are not altered, defaced or covered by other materials.


4. Notify the Chairman of the Commission within ten (10) days of receipt what steps the Respondent has taken to comply herewith.

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<sup>32/</sup> While such a posting period is ordinarily set for 60 days, here the representation dispute raised by the decertification petition is being held in abeyance. I believe it is appropriate for the representation question to quickly be resolved through a secret ballot election. See Bergen Cty.



C. That the remaining allegations of the Complaint be dismissed.

  
Susan Wood Osborn  
Hearing Examiner

Dated: June 30, 1989  
Trenton, New Jersey

APPENDIX A

# NOTICE TO ALL EMPLOYEES

## PURSUANT TO

AN ORDER OF THE

## PUBLIC EMPLOYMENT RELATIONS COMMISSION

and in order to effectuate the policies of the

## NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT,

AS AMENDED

We hereby notify our employees that:

WE WILL cease and desist from interfering with, restraining or coercing its employees in the exercise of the rights guaranteed to them by the Act, by (a) subcontracting PSS employees to avoid their representation by CWA; (b) threatening employees not to testify at hearings before the Public Employment Relations Commission; (c) refusing to negotiate in good faith concerning terms and conditions of employment for new positions.

WE WILL cease and desist from discriminating with regard to hire or tenure of employment or any term of condition of employment to encourage or discourage employees in the exercise of the rights guaranteed to them by the Act, and particularly, subcontracting PSS employees to avoid their representation by CWA.

WE WILL cease and desist from refusing to negotiate in good faith with the majority representative, and particularly refusing to negotiate in good faith with CWA Local 1085 Glassboro Housing Authority Supervisors concerning terms and conditions of employment for the modernization coordinator.

WE WILL forthwith negotiate in good faith with CWA concerning the terms and conditions of employment for the modernization coordinator.

WE WILL forthwith upon demand, negotiate with CWA over the PSS coordinator's terms and conditions of employment.

Docket No. CO-H-89-45;  
CO-H-89-149

Glassboro Housing Authority  
(Public Employer)

Dated \_\_\_\_\_

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

This Notice must remain posted for 30 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.