

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CAMDEN COUNTY COLLEGE,

Respondent,

-and-

Docket No. CI-86-68-158

ANTONIO PORRECA,

Charging Party.

-----  
LOCAL 440, I.U.E.,

Respondent,

-and-

Docket No. CI-86-22-109

ANTONIO PORRECA,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission dismisses unfair practice charges filed by Antonio Porreca against Local 440, I.U.E., Camden County College. The charges allege that Local 440 violated the New Jersey Employer-Employee Relations Act when it refused to file a grievance on his behalf and that the College violated the Act when it misled him to believe that he would retain his previous seniority upon his return to the negotiations unit from a non-unit position and thereafter colluded with Local 440 to deprive him of his seniority rights. The Commission finds that Local 440 presented Porreca's grievance and gave notice to Porreca's attorney and permitted him the opportunity to present the grievance. The Commission also finds that Porreca did not prove his allegations against the County by a preponderance of the evidence.

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CAMDEN COUNTY COLLEGE,

Respondent,

-and-

Docket No. CI-86-68-158

ANTONIO PORRECA,

Charging Party.

-----  
LOCAL 440, I.U.E.,

Respondent,

-and-

Docket No. CI-86-22-109

ANTONIO PORRECA,

Charging Party.

Appearances:

For the Respondent, Camden County College,  
William J. Wilhelm, Dean of Labor Relations

For the Respondent, Local 440, I.U.E., Tomar, Seliger,  
Simonoff, Adourian & O'Brien, Esqs. (Howard S. Simonoff, of  
counsel)

For the Charging Party, David Curcio, Esq.

DECISION AND ORDER

On November 6 and December 11, 1985, Antonio Porreca filed  
an unfair practice charge against Local 440, I.U.E. ("Local 440").  
The charge alleged that Local 440 violated the New Jersey Employer-  
Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically

subsection 5.4(b)(1),<sup>1/</sup> when it refused to file a grievance on Porreca's behalf. Porreca believed that upon his return to the negotiations unit from a non-unit position, he like other employees should have the seniority he had prior to leaving Local 440's unit. On March 24, 1986, Porreca amended the charge to allege that Local 440 further violated the Act, specifically subsections 5.4(b)(1), (3) and (5),<sup>2/</sup> when its president refused to assist or represent Porreca and told Porreca's shop steward not to assist Porreca. On April 2, 1986, Porreca amended the charge to allege that Local 440 also violated subsection 5.4(b)(1) when it criticized him, threatened that he would lose his job for filing the charge, and then filed a sham seniority grievance without his consent and without notifying his attorney.

On March 24, 1986, Porreca filed an unfair practice charge against Camden County College ("College"). This charge alleges the College violated the Act, specifically subsections 5.4(a)(1), (3)

---

1/ This subsection prohibits employee organizations, 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/ These subsections prohibit employee organizations, their representatives or agents from: (3) Refusing to negotiate in good faith with a public employer, if they are the majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit; and (5) Violating any of the rules and regulations established by the commission."

and (7),<sup>3/</sup> when it misled him to believe that he would retain his previous seniority upon his return to the unit and thereafter colluded with Local 440 to deprive him of his seniority rights.

On February 6 and April 22, 1986, Complaints and Notices of Hearing issued and the cases were consolidated.

On July 10, 1986, Porreca filed an amended charge. He alleges that the College revised his seniority to his original date of hire, but subsequently rescinded that determination.

On September 17, 1986, Hearing Examiner Susan W. Osborn conducted a hearing. The parties examined witnesses and introduced exhibits. The Hearing Examiner granted Porreca's motion to amend the Complaint to include all the amendments to the charge. She granted Local 440's motion to dismiss that portion of the Complaint alleging a violation of subsection 5.4(b)(5), but denied Local 440's motion to dismiss the Complaint's remaining allegations.

On May 15, 1987, the Hearing Examiner issued her report and recommended decision. H.E. No. 87-66, 13 NJPER 443 (¶18170 1987). She concluded that Local 440 violated the Act when it did not advise him of his right to file a grievance personally after it decided not

---

<sup>3/</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; (3) Discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage employees in the exercise of the rights guaranteed to them by this act; and (7) Violating any of the rules and regulations established by the commission."

to file his grievance. She dismissed the Complaint's remaining allegations against Local 440. She declined to recommend an affirmative remedy because Local 440, after its initial refusal to process the grievance, made a good faith effort to present the grievance and invited Porreca to participate in the hearing with his own representative or attorney. The Hearing Examiner recommended dismissal of the Complaint against the College since no evidence supported Porreca's allegation that the College colluded with Local 440 to deprive him of his seniority rights.

On June 12, 1987, after receiving an extension of time, Local 440 filed exceptions.<sup>4/</sup> It contends the Hearing Examiner erred in finding that a majority representative has the obligation to advise an employee of his right to file a grievance. It further contends the Complaint is moot because it later filed a grievance on Porreca's behalf. It also excepts to the recommended remedy.

We have reviewed the record. The Hearing Examiner's findings of fact (pp. 6-17) are accurate. We adopt and incorporate them here.

This case requires us to decide a majority representative's obligations when it decides not to present a grievance on behalf of a unit member. We have suggested before that a majority representative does not have the obligation to present every grievance which a unit member asks it to submit. Trenton Bd. of

---

<sup>4/</sup> Porreca also received an extension, but did not file exceptions.

Ed., P.E.R.C. No. 86-146, 12 NJPER 528 (¶17198 1986). We now explicitly say so. It would be contrary to the most basic labor-management principles as well as common sense to require a union to file every grievance submitted. This case illustrates why. Porreca claimed that he was deprived of seniority rights in violation of the contract between Local 440 and the College. But the union represents all unit employees and their interests may be adverse to his. Further, the union investigated Porreca's claim and found that its interpretation of the contract was different from his. Nothing in the Act requires a union to file a grievance under such circumstances. In fact, it would be inappropriate for the union to do so since its interest, as a representative of all unit employees, is plainly adverse to Porreca's. See Saginario v. Attorney General, 87 N.J. 480, 492 (1981).

This does not mean that a majority representative has the absolute right to refuse to file a grievance. Rather, a refusal will be judged by the standard to determine whether a union breached its duty of fair representation: Did it act arbitrarily, discriminatorily or in bad faith? Fair Lawn Bd. of Ed., P.E.R.C. No. 84-138, 10 NJPER 351 (¶15163 1984); OPEIU, Local 153 (Thomas Johnstone), P.E.R.C. No. 84-60, 10 NJPER 12 (¶15007 1983). See generally Vaca v. Sipes, 386 U.S. 171 (1967). Applying this standard establishes that Local 440 did not violate the Act: it investigated the grievance and reasonably found that it lacked merit.

This holding does not end the matter. The next question is whether Local 440 had an obligation to notify Porreca of his right to file his own grievance. Local 440 has strenuously argued that it has no such obligation and relies on federal precedent under the Labor Management Relations Act. However, we must consider one factor absent from federal law: in our State, an employee has a constitutional right to present his grievance, N.J. Const. (1947), Art. I, par. 19 and our Act, in part, effectuates this guarantee. Furthermore, the Supreme Court, in Saginario held that a public employee whose interests conflict with the majority representatives' position must be given notice and the opportunity to be heard in grievance proceedings. Applying these principles, we suggested in Trenton that failure to give such notice after refusing to process a grievance might violate the Act. We said:

We do distinguish between a possible organizational obligation to inform an employee he may present his grievance personally and a claimed organizational obligation to present and support that grievance. A majority representative cannot impede an employee's constitutional and statutory right to present a grievance; perhaps a refusal to present a grievance combined with a failure to inform the employee of the right to present the grievance personally might be such an impediment.  
[12 NJPER at 531, n. 4.]

We also note that our Act gives an employee organization the right to negotiate and participate in a grievance procedure. N.J.S.A. 34:13A-5.3; Red Bank Reg. Ed. Ass'n v. Red Bank Reg. H.S. Bd. of Ed., 78 N.J. 122 (1978). With this right comes the responsibility

not to foreclose an employee's constitutional right to present his own grievance.

In this case, the negotiated grievance procedure could have foreclosed that right. By its terms, it does not protect the employee's right to file a grievance. The first step for a grievance is "between the aggrieved employee and the steward on the one hand and the immediate supervisor on the other hand." If they do not reach agreement in eight hours the grievance is to be put in writing and referred to the next steps involving meetings between the College and the union. This procedure could be read to exclude an individual from presenting his grievance: the aggrieved employee is mentioned only at the first step and even then it apparently does not permit him to process his grievance unless accompanied by his steward. Under this procedure, an individual may be precluded from presenting his grievance since he is limited to those grievances which the union decides to present. Under these circumstances, the union must advise the employee of his right to personally present a grievance should it decide not to process it for him.

This case presents the flip side of the situation presented in Saginario. There the union filed a grievance asserting that someone besides Saginario should have been promoted. Here the union at first declined to file a grievance on Porreca's behalf. Nevertheless, Saginario's principles apply: an employee is entitled



to access at some stage of the grievance procedure to be heard on what he contends the contract grants him. 87 N.J. at 494.<sup>5/</sup>

We nevertheless conclude that Porreca's Complaint should be dismissed. Although Porreca was initially precluded from presenting his grievance, the union later presented the grievance and in fact avoided the potential conflict of interest feared in Saginario by giving notice to Porreca's attorney and permitting him to present the grievance. That neither Porreca nor his attorney chose to attend is of little moment: the significant fact is that the union ultimately satisfied its notice obligations and Porreca was given the opportunity to be heard. Given these circumstances, the dispute is over and it would not be appropriate or beneficial for us to exercise our authority.<sup>6/</sup> See Rutgers, The State University, P.E.R.C. No. 88-1, 13 NJPER \_\_\_\_ (¶ \_\_\_\_ 1987); Rockaway Tp., P.E.R.C. No. 82-72, 8 NJPER 117 (¶13050 1982).

---

<sup>5/</sup> We do not hold that notice is required whenever a union refuses to process a grievance. For instance, notice would not be required where the contract specifically grants an individual that right. Here, however, since the contract may be read to preclude grievances absent union participation, we believe the union should have advised Porreca of his right to file individually.

<sup>6/</sup> There is no merit to Porreca's amended Complaint complaining that Local 440 had no authority to file the grievance and that it was a sham. First, Local 440 did only what Porreca had requested and even offered Porreca the chance to present the grievance with his attorney. Second, no evidence suggests the grievance was a sham. In fact, the record reveals that the College had initially reversed its position and had granted Porreca the relief he requested.

In the absence of exceptions, we dismiss the Complaint's remaining allegations.

ORDER

The Complaint is dismissed.

BY ORDER OF THE COMMISSION

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

Chairman Mastriani, Commissioners Wenzler, Smith, Johnson, Reid and Bertolino voted in favor of this decision. None opposed.

DATED: Trenton, New Jersey  
September 23, 1987  
ISSUED: September 24, 1987

H.E. NO. 87-66

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

In the Matter of

CAMDEN COUNTY COLLEGE

Respondent,

-and-

DOCKET NO. CI-86-58-158

ANTONIO PORRECA,

Charging Party.

---

LOCAL 440, I.U.E.,

Respondent,

-and-

Docket No. CI-86-22-109

ANTONIO PORRECA,

Charging Party.

SYNOPSIS

A Hearing Examiner of the Public Employment Relations Commission finds that Local 440 violated N.J.S.A. 34:14A-5.4(b)(1) by its initial refusal to present Charging Party's grievance to the College and its initial failure to advise Charging Party that he had the right to personally present the grievance. However, since Local 440 subsequently processed the grievance and invited Charging Party participate in a grievance hearing, no make whole remedy is recommended. The Hearing Examiner recommends that comments made by Local 440's leadership at a Union meeting did not tend to coerce Charging Party or interfere with his rights in pursuing his Charge.

The Hearing Examiner recommends that the Commission find that Camden County College did not collude with Local 440 in the processing of Charging Party's grievance. Therefore, it is recommended that the Commission dismiss the Charge against the College.

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

H.E. NO. 87-66

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

In the Matter of

CAMDEN COUNTY COLLEGE

Respondent,

-and-

DOCKET NO. CI-86-58-158

ANTONIO PORRECA,

Charging Party.

---

LOCAL 440, I.U.E.,

Respondent,

-and-

Docket No. CI-86-22-109

ANTONIO PORRECA,

Charging Party.

Appearances:

For the Respondent, Camden County College  
College Office of Personnel and Labor Relations  
(William J. Wilhelm, Dean of Labor Relations)

For the Respondent, Local 440, I.U.E.  
Tomar, Seliger, Simonoff & Adourian  
(Howard S. Simonoff, of Counsel)

For the Charging Party  
David Curcio, Esquire

HEARING EXAMINER'S  
REPORT AND RECOMMENDED DECISION

On November 6, 1985, and March 24, 1986, respectively,  
Antonio Porreca ("Charging Party") filed Unfair Practice Charges

with the Public Employment Relations Commission ("Commission") alleging that Local 440, I.U.E. ("the Union" or "Local 440") and Camden County College ("Employer" or "College") engaged in unfair practices within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. ("Act").

The charge against Local 440 (CI-86-22-109) as originally filed on November 6, 1985, and by first amendment dated December 11, 1985, alleges that Local 440 violated N.J.S.A. 34:13A-5.4(b)(1) by refusing to file a grievance concerning Charging Party's loss of accrued seniority. Charging Party also alleged disparate treatment from other unit members who ceased payment of union dues. On February 6, 1987, the Director of Unfair Practices issued a Complaint and Notice of Hearing on that Charge (Exhibit C-1).<sup>1/</sup>

On March 24, 1986, Charging Party filed an Unfair Practice Charge (CI-86-68-158) against the College alleging that the College violated N.J.S.A. 34:13A-5.4(a)(1), (3) and (7),<sup>2/</sup> by colluding

---

<sup>1/</sup> Commission exhibits are designated "C"; joint exhibits are designated "J"; Charging Party exhibits are designated as "CP"; Respondent Employer exhibits are designated as "RE"; and Respondent Organization's exhibits are designated as "RO".

<sup>2/</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; (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; (5) Violating any of the Rules and Regulations of this Commission."

with Local 440 to deny him his contractual seniority rights (Exhibit C-2).<sup>3/</sup>

On March 24 and April 2, 1986, Charging Party amended the charge against Local 440 (C-2, C-3). He alleged specific dates on which Local 440 violated N.J.S.A. 34:13A-5.4(b)(1), (3) and (5)<sup>4/</sup> by its refusal to process his grievance.<sup>5/</sup> Charging Party also alleges statements made by the Union president and vice-president at a membership meeting were intended to coerce Charging Party into

---

<sup>3/</sup> That charge also asserts that after five years service as a custodian he applied for an accepted a supervisory position with the College on March 15, 1983. Charging Party asserts that, in accepting the promotion, he relied upon the language of the then current contract, together with a past practice, and the College's assurance that he would not lose anything by accepting the promotion, to believe that he would not lose his seniority standing by accepting a promotion. He further asserts that, upon being voluntarily reinstated to a unit position in September, 1985, the College took away his accrued seniority.

<sup>4/</sup> These subsections prohibit employee organizations, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this act; (3) Refusing to negotiate in good faith with a public employer, if they are the majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit; (5) Violating any of the rules and regulations established by the commission."

<sup>5/</sup> Both of these charges, as amended, incorporate the other by specific reference.

withdrawing these charges. Charging Party further alleges that the Union's subsequent processing of his grievance without his consent was "a sham" and that it colluded with the College to deny him his rights.<sup>6/</sup>

On April 22, 1986, the Director of Unfair Practices issued a Complaint on CI-86-58-158, incorporating all amendments to date, and consolidated these matters together for hearing (Exhibit C-2).

On July 10, 1986, Charging Party amended both charges to make all previous amendments cumulative, and to assert that on April 1, 1986, the College revised Charging Party's seniority date to the original date of hire. This amendment also alleged that Local 440 breached its duty of fair representation by failing to file a grievance on his behalf concerning the loss of his seniority, in violation of subsections 5.4(b)(1), (3) and (5) of the Act (Exhibit C-1).

On March 31, 1985, April 30, 1986, and July 14, 1986, Local 440 filed Answers to the Complaint and each of the amendments (Exhibits C-6, C-7, and C-8). In its Answer Local 440 denied committing any unfair practice and asserted that the contractual seniority provision has been consistently applied. Additionally, it

---

<sup>6/</sup> The cover letter (Exhibit J-5) to the amendment requested that the Commission enjoin the Union from "attempting to terminate [Charging Party's] job" and from processing the grievance to a hearing scheduled for April 1, 1986. That request for an injunction was not acted upon since it procedurally defective under N.J.A.C. 19:14-9.2, and after the fact.

maintains that, while its interpretation of the applicable contract language differs from Charging Party's, it presented the grievance on Porreca's behalf, and invited Porreca and/or his attorney to attend and participate in the grievance hearing. It argues that since Porreca's grievance was then being processed, no violation has occurred. It also denies that the College ever implemented its decision to reinstate Porreca's seniority back to his date of hire (Exhibits C-6, C-7, C-8).

On August 8, 1986, the College filed an Answer to the Complaint denying the Charge as amended, and asserting that the College treated Porreca's seniority in accordance with College policy. (Exhibit C-9).

On September 17, 1986, I conducted a hearing at Camden County College in Blackwood, New Jersey, at which time the parties were given an opportunity to examine witnesses and present relevant evidence. At the hearing, I granted Charging Party's motion to amend the Complaint to include all amendments to the Charge, and accordingly conformed the Complaint.

At the conclusion of Charging Party's case, Local 440 moved to dismiss the Charges against it (T164-167).<sup>7/</sup> I granted the motion to dismiss alleged violations of subsections 5.4(b)(5) because Charging Party had failed to allege or prove a violation of

---

<sup>7/</sup> Notations from the Transcript of the September 9 hearing are designated as "T".



any specific Commission Rule (T171). I denied the motion as it concerned the remaining allegations. At the conclusion of Respondents' case, Local 440 renewed its motion to dismiss. I reserved on the motion in favor of issuing a written decision. Both parties waived oral argument and the submission of briefs. <sup>8/</sup>

Upon the entire record, I make the following:

FINDINGS OF FACT

1. Camden County College is a public employer within the meaning of the Act, and is subject to the provisions of the Act.
2. Local 440, I.U.E. is an employee representative within the meaning of the Act and is subject to its provisions.
3. Local 440 is the exclusive representative of a unit of custodial and maintenance employees. The current collective negotiations agreement covering this unit (Exhibit J-1) is in effect through June 30, 1988. <sup>9/</sup>
4. Antonio Porreca first commenced employment as a custodian with Camden County College in November 1978 (T20). In March 1983, an assistant custodial foremen position was posted. Porreca applied for the position on March 8, 1983, and was

---

<sup>8/</sup> The record closed on October 22, 1986, with the receipt of the transcript.

<sup>9/</sup> The recognition clause of J-1 describes the unit as: ".... all custodian[s], maintenance employees, including part-time workers, groundskeepers, firemen-maintenance employees, drivers and receiver." Local 440 also represents separate units of clerical employees, and security guards (Exhibits RO-8 and RO-9).

subsequently interviewed by William Wilhelm, Dean of Personnel (Exhibit RE-2; T21, T102).

During the interview, Porreca told Wilhelm that he would like to try the job, but did not want to "lose anything" (T103). Wilhelm assured him he would not "lose anything".<sup>10/</sup> Seniority was not specifically discussed (T22-T23, T103, T226).

Later in March, he was promoted to the position of Assistant Foreman, a supervisory, non-unit position (T24-T27, T85). Porreca held that position from March, 1983 through September 9, 1985, with full understanding that the position was not included in the unit represented by Local 440 (T85).

5. In September 1985, he requested to be returned to a custodial position (T27). Because Wilhelm felt Porreca was an exemplary employee that the College did not want to lose, Wilhelm permitted him to return to a custodial position (T227). Wilhelm specifically advised him, "Tony, you lose your seniority. You go back into the unit as a new employee." (T94, 227). Porreca returned to a custodian position on the third shift, September 9, 1985 (T29, T58).

6. In October, 1985, a seniority list issued, and Porreca noticed that his name was at the bottom of the list (T30). Porreca believed that his placement at the bottom of the list violated the

---

<sup>10/</sup> It is clear from Wilhelm's testimony that Wilhelm believed Porreca's concern was his employment with the College.

contract, and was also inconsistent with past practice at the College.

Article XIII, Section I of the contract provides,

Seniority shall be defined as an employee's length of continuous service beginning with his original date of hire." (Exhibit J-1 at p. 8).<sup>11/</sup>

The parties stipulated this contractual language appeared in all contracts since Local 440's first contract with the College (T141).

7. George Sweeney was the only other employee to leave the unit for a supervisory position and then return (T141). In March, 1980, he left his foreman position and returned to the bargaining unit as a custodian. (Exhibit RE-3, RE-4, RE-5; T33-T35, T116, T109-T110). During the next 3 years, several updated seniority lists were published and distributed by the Superintendent of Buildings and Grounds, apparently without the knowledge or approval of the College Personnel Office.<sup>12/</sup> (T172-T176, T179, T201-T203). The Superintendent's lists, which were distributed to the foremen and the shop stewards, as well as posted on various

---

<sup>11/</sup> See also, Section 13 of Article XIII, which provides: "Seniority shall cease upon voluntary termination, discharge for just cause, and failure to return to work when recalled."

<sup>12/</sup> Although the contract requires the College to advise the Union of new hires, Personnel does not regularly update and distribute seniority list to Local 440, except at negotiations time and upon specific request (T178-T179, T182, T202).

bulletin boards, sometimes showed Sweeney's seniority as his original date of hire, and sometimes as his date of return to the custodial position in 1980 (Exhibits CP-1, CP-2, CP-3; T110, T113-T115, T121, T128, T133, T142-T144). After 1983, his seniority date stayed at his reentry date (T121).

On one occasion, Sweeney asked Wilhelm how the College calculates seniority dates. Wilhelm told him that the employee goes to the bottom of the list. Sweeney did not request the Union to grieve his loss of accrued seniority, nor did he personally file a grievance (T115, T119, T228).

Seniority lists distributed by Wilhelm to the Union leadership in preparation for negotiations consistently showed Sweeney's seniority as the date he returned to the unit (Exhibits RO-3, RO-4).

8. Article XIV of J-1 provides for a 4-step grievance procedure as follows:

Step 1: Between the aggrieved employee and the steward on the one hand and the immediate supervisor on the other hand. If no satisfactory agreement is reached between them in eight hours, the grievance shall be reduced to writing and referred to:

Step 2: The Union chairman and the Steward, or their designees on the one hand, the College President and the supervisor, or their designees, on the other hand. If no satisfactory agreement is reached between them within five working days, the matter will be referred to:

Step 3: The grievance committee with the Union representative on the one hand and the College and its representative on the other hand. If no satisfactory agreement is reached between them

within five working days, the matter shall be dealt with as hereinafter set forth.

Step 4: All differences, disputes, or grievances between the parties that are not satisfactorily settled after following the grievance procedure set forth above, shall at the request of either party, be submitted to arbitration within fifteen days to the American Arbitration Association.

(a) The decision of the arbitrator shall be final and binding on both parties.

\* \* \*

(c) The time for meetings or for giving of decisions at each step above set forth may be extended by mutual agreement of the parties involved in the particular or respective steps.

(d) The Union and the College shall have the right to bring in the aggrieved person(s) in any of the steps of the grievance procedure as outlined above.

9. Porreca approached his shop steward, John Gillman, and requested that the Union file a grievance to have his seniority reinstated. At Gillman's request, Porreca gave him a written statement of his grievance (Exhibit J-4) on October 2. Gillman submitted J-4 to Local 440 President Albright and followed up with a telephone call the next day explaining Porreca's reasons for the grievance (T94-T95, T123, T124).

Albright told Gillman that, because of Porreca's break in service in the unit, he was not entitled to seniority from his date of hire, and that Porreca was properly placed at the bottom of the seniority list as a new employee. Gillman relayed that information to Porreca, who indicated that he would retain an attorney if the Union did not represent him. Gillman again went to Albright, who reiterated the Union's position that it would not file a grievance

because of Porreca's break in service. Gillman reported this to Porreca and told him, "I can't do anything more for you." No grievance was filed at that time. (T124-T125)

10. At the next general Union meeting Porreca spoke to Helen Albright about filing his seniority grievance. Albright indicated that after speaking with the Union's attorney, the Union continued to believe that Porreca was appropriately placed at the bottom of the seniority list, and would not take his grievance (T31, T76-T77, T92).

11. Porreca filed the Charge against the Union on November 6, and on February 6, 1986 a Complaint was issued on this Charge. Then, on March 5, 1986 Local 440 filed a grievance (Exhibit R0-1) on behalf of Charging Party stating:

Antonio Porreca wishes to grieve that he is entitled to seniority from his date of hire. He alleges that he is entitled to seniority within the unit. Failure to provide such seniority is alleged by him to be in violation of Article XIII, Section 1 of the contract.

12. By letter of March 26, 1986, (attachment to R0-1) Local 440 sent a copy of the grievance to Porreca, and indicated that the grievance was being initiated directly at Step 3 of the grievance procedure. The letter further states that a grievance hearing was scheduled for April 1, 1986, and requested that Porreca attend, together with any "outside" representative of Porreca's choosing (Exhibit R0-1).

On the day of the scheduled grievance hearing, Wilhelm and the Union representative appeared for the grievance, but Porreca did

not although he admitted receipt of the Union's notification (T83, T190, T213).<sup>13/</sup> Wilhelm testified that neither party could proceed without Porreca's presence, but if Porreca had appeared, a formal grievance hearing would have been held (T190-T213).

13. At a meeting of the College Board of Trustees on April 1, Wilhelm informed the Board that Charges had been filed against the College and against Local 440 concerning the placement of Porreca on the seniority list as a new employee. Only five of nine board members were present. Wilhelm explained why Porreca believed he was entitled to the seniority. Wilhelm explained that seniority placement would not affect vacation accrual or pension credits. He recommended that the College continue its long-standing policy that seniority accrue only from continuous service in the bargaining unit. The Board members felt that a policy of starting as a new employee for seniority purposes was not the best policy. After extensive discussion, the Board members voted to restore Porreca's and Sweeney's seniority to the original date of hire (Exhibit J-2; T183-T184, T204).

14. By memo acted April 3, 1986, Dean Wilhelm advised Local 440 that

---

<sup>13/</sup> There is no direct evidence on the record to establish the exact date of this meeting. Wilhelm testified that he could not remember the exact date, but he knew on the date of the scheduled grievance hearing that the issue would be presented to the Board (T214). Charging Party argues that after April 1, Porreca did not have a grievance against the College because his seniority had been reinstated (T214). However, the record does not establish that this grievance hearing occurred on any date other than the scheduled date of April 1.

In accordance with the provisions of Article XIII, Section 1, of the collective bargaining agreement between the College and Local 440 of the I.U.E., the Board has deemed that an employee's continuous service beginning with the original date of hire is the sole criteria upon which seniority is to be determined. [Exhibit J-2; T183-T185].

15. On April 3, 1986, Local 440 filed grievance #24 stating: "The college has violated Article XIII, Section 1, by changing the application to grant seniority to employees who left the bargaining unit for the period of time to their returning to the unit, back to the date of hire" (Exhibit R-5). Wilhelm received this grievance on April 4 or 5. Wilhelm was then contacted by a Board member who was absent from the April 1 meeting, but had learned from the College president what had occurred with regard to seniority. This member told Wilhelm that he would introduce a resolution at the next Board meeting to rescind the action taken by the Board on April 1 (T185-T186, T209).

16. By memo dated on April 4, Wilhelm notified Local 440 that the Personnel Office "has now been restrained" from taking any formal action concerning the seniority issue for custodians until the next Board of Trustees meeting on May 6, 1986 (Exhibit J-3). No formal action was taken to change Porreca's and Sweeney's seniority. (T187)

On April 7, Wilhelm returned the grievance #24 to the Local with a cover memo requested that it be held in abeyance until after the Board of Trustees meeting scheduled for May 6, 1986 (Exhibit R0-5, T187).



On April 22, 1986, Wilhelm returned the Porreca grievance to Local 440 indicating that since it was not assigned an official number and Porreca had never signed it, and it was up "in the air", it could not be processed (Exhibit R0-6).<sup>14/</sup>

By letter dated April 24, 1986, the Union's attorney wrote to Charging Party's attorney, David Curcio, indicating that:

Local 440 is in the process of attempting to fairly present Antonio Porreca's grievance. When the grievance is to be presented, Local 440...is inviting you to be present during the grievance presentation. Please contact Helen Albright, President, IUE Local 440, to indicate your availability and she can indicate when the grievance will be heard. It would be helpful, since I understand the College has now refused to accept the local Union's grievance because it was unsigned by your client (Porreca) if you will have your client submit a grievance himself, asserting his claims.

If you object to this procedure or do not plan to participate in the processing of the grievance, please let me know (Exhibit R0-2).

There is no evidence that Charging Party or his attorney responded to this request in any way.

17. At the next regular Board meeting on May 6, the Board again considered the seniority issue. Wilhelm indicated to the Board at this meeting that the Union had filed a grievance taking the position that seniority would start over when an employee left the unit and returned. The College Board of Trustees voted to

---

<sup>14/</sup> Grievances are numbered by the College upon receipt, even if they are going to be settled (T211). Porrecca's grievance was not assigned a number (Exhibit R0-1).

return to the College's practice of defining an employee's seniority as the period of continuous service within the bargaining unit and to keep Porreca's and Sweeney's seniority date as the date they returned to the unit (Exhibit R0-2). By memo dated May 14, Wilhelm advised Local 440 of this vote, and indicated that the Board's determination applied seniority only to RIF's (Exhibit R0-7; T206-T210). 15/

18. Seniority is used for the selection of shift preference, the picking vacation time, and in the event of a lay-off . It is also a factor in promotions. Shop stewards distribute overtime opportunities using the seniority list, but do so using a rotational system to equalize overtime (T150, T159, T126-T132, T137, T217-T225).

19. On March 26, 1986, Local 440 held a general membership meeting which was attended by 35 to 50 members (T98-T99, T235). A tape recording of the meeting is in evidence (Exhibit R0-11). Near the conclusion of the meeting, Local President Albright invited a discussion concerning Porreca's Charges against the Local (Exhibit R0-11). She stated to the membership:

---

15/ Wilhelm believed that, although the May 6 action is "applicable only to seniority as far as reduction in force situations are concerned" , that does not mean that the April 1 decision by the Board is still in effect in any way, because the Union uses the seniority list, not the employer (Exhibit R0-7; T216).

We feel Porreca is attacking our seniority rights, and we are willing to go all the way with this to protect your rights, each and every one of them....

She reported the sum of the Local's expenses to date, and indicated the Local's projected attorney's fees to defend the Charges. Vice-president DelGramastro indicated that the matter was referred to the Central Labor Council, who inquired whether the employee still worked there. Albright indicated that the International Union may be willing to assist the Local to defend the charges, but that "if anybody wants to know why we aren't having a Christmas Party next year, this will be one of the reasons." (Exhibit RO-11; T237). DelGramastro stated that "we will spend every cent we have to fight this...for your benefit."

Albright then indicated: "It's a shame this has to be done this way." She reported the status of the processing of the Charge to date, that there had been two informal conferences at the Commission and that a hearing was scheduled, and she named Porreca's scheduled witnesses.

A member of the audience then referred to the contract language concerning seniority. A discussion ensued between Albright, DelGramastro and various members concerning the clarity of the contract language, and the original intent of negotiating that language. Suggestions were entertained concerning whether the contract language should be changed. Layoffs were discussed in light of the contract clause.

DelGramastro stated: "The further they go, the more money. We are financially being broke[n] ... usually its management that does this to you, not your own members. That's the sad part of the whole thing, but I do believe the people should go with their philosophy."

An unidentified member present at the meeting suggested that perhaps Porreca should not be a member of the Local. Neither Albright nor DelGramastro responded to this comment.

Albright stated, "We just wanted everyone to be aware of what was happening. We were hoping we could nip this in the bud and get it taken care of beforehand...we will keep you informed as to the change of events and let you be completely aware. It's a shame, if he wins, its not going to do him any good. If he wins, he breaks the Union."(Exhibit RO-11)

#### ANALYSIS

Did Local 440 breach its duty of fair representation by failing to present and process Porreca's grievance?

Charging Party alleges that Local 440's initial failure to file and process his seniority grievance in good faith violates subsection 34:13A-5.4(b)(1) of the Act. Charging Party also alleges that Local 440 then violated the Act by processing the grievance without Charging Party's permission and colluded with the College to deprive Charging Party of his contractual seniority rights. Local

440 denies committing any unfair practice and asserts that the contractual seniority provision has been consistently applied. Additionally, it maintains that, while its interpretation of the applicable contract language differs from Charging Party's, it presented the grievance on Porreca's behalf, and invited Porreca and/or his attorney to attend and participate in the grievance hearing. It argues that since Porreca's grievance is now being processed, no violation has occurred.

N.J.S.A. 34:13A-5.3 provides, in part:

A majority representative of public employees in an appropriate unit shall be entitled to act for and to negotiate agreements covering all employees in the unit and shall be responsible for representing the interest of all such employees without discrimination and without regard to employee organization membership.

This expresses the duty of fair representation a union owes all members of its collective negotiations unit.

The standard for evaluating an alleged breach of the duty of fair representation was established by the U. S. Supreme Court in Vaca v. Sipes, 386 U.S. 171, 64 LRRM 2369 (1967) ("Vaca"). The Supreme Court in Vaca established the principal that:

The breach of the statutory duty of fair representation occurs only when a union's conduct toward a member of the...unit is arbitrary, discriminatory, or in bad faith. 386 U.S. at 190, 64 LRRM at 2376.

This Commission and the courts in New Jersey have adopted the Vaca standard in numerous decisions. Saginario v. Attorney General, 87 N.J. 480 (1981); Board of Chosen Freeholders of Middlesex County, P.E.R.C. NO. 81-62, 6 NJPER 555 (¶ 11281 1980), aff'd App. Div. Dkt. No. A-1455-80 (April 1, 1982), pet. for certif. den. (6/16/82); N.J. Turnpike Authority, P.E.R.C. No. 81-64, 6 NJPER 560 (¶11284 1980), aff'd App. Div. Dkt. No. A-1263-80T3 (10/30/81); Fair Lawn Bd. of Ed., P.E.R.C. No. 84-138, 10 NJPER 351 (¶15163) 1984); OPEIU Local 153, P.E.R.C. No. 84-60, 10 NJPER 12 (¶15007 1983); New Jersey Turnpike Employees Union Local 194, P.E.R.C. No. 80-38, 5 NJPER 412 (¶10215 1979) ("Local 194"); AFSCME Council No. 1, PE.R.C. No. 79-28, 5 NJPER 21 (¶10013 1978).

In OPEIU Local 153 (Thomas Johnstone), supra, and Fair Lawn Bd. of Ed. supra, the Commission also held,

...a union should attempt to exercise reasonable care and diligence in investigating, processing and presenting grievances;...and it must treat individuals equally by granting equal access to the grievance procedure and arbitration for similar grievance of equal merit. OPEIU, 10 NJPER at 13; Fair Lawn, 10 NJPER at 352. <sup>16/</sup>

The public employee has a constitutional right to present grievances to the public employer. The New Jersey Constitution (1947) provides at Article I, Section 17:

---

<sup>16/</sup> See also, Middlesex County, P.E.R.C. No. 81-62, 6 NJPER 555 (¶ 11282 1980), aff'd App. Div. Docket No. AS-1455-80 (4/1/82), pet. for cert. den. (6/16/82); New Jersey Turnpike Employees Union Local 194, P.E.R.C. No. 80-38, 5 NJPER 412 (¶ 10215 1979).

Persons in public employment shall have the right to organize, present to and make known to the State, or any of its political subdivisions or agencies, their grievances and proposals through representative of their own choosing.

That guarantee may be read in conjunction with the statutory rights guaranteed to employees by subsection 5.3 of the Act which provides in part:

Public employers shall negotiate written policies setting forth grievance procedures by means of which their employees or representatives of employees may appeal the interpretation, application or violation of policies, agreements, and administrative decisions, affecting them, provided that such grievance procedures shall be included in any agreement entered into between the public employer and the representative organization.

In Trenton Bd. of Ed., P.E.R.C. No. 86-146, 12 NJPER 528 (¶ 17198 1986), the Commission distinguished between the employees' constitutional right to present grievances and the employees' right to force his majority representative to present grievances. The Commission rejected a Hearing Examiner's finding that the New Jersey Supreme Court, in Red Bank Reg. Ed. Assn. v. Red Bank Reg. H.S. Bd. of Ed., 78 N.J. 122 (1978) and Saginario v. Attorney General, 87 N.J. 490-491 (year), required a union's obligation to present every grievance, regardless of whether the union makes a good faith determination that the grievance lacks merit or contravenes its own interests. In Trenton, supra, the Commission noted:

Neither case answers the question of whether a majority representative may be forced to present every grievance, no matter how much and sincerely

it opposes that grievance, no matter how lacking in merit it believes the grievance to be, and no matter how easily the employee may personally present the grievance. We believe that question is still open, although we doubt the answer is yes.<sup>4/</sup>

<sup>4/</sup> We do distinguish between a possible organizational obligation to inform an employee he may present his grievance personally and a claimed organizational obligation to present and support that grievance. A majority representative cannot impede an employee's constitutional and statutory right to present a grievance; perhaps a refusal to present a grievance combined with a failure to inform the employee of the right to present the grievance personally might be such an impediment. 13 NJPER at p. 529, 531.

In the instant matter, Local 440 did not neglect or ignore Charging Party's request to file a grievance. Rather, the shop steward promptly investigated the claimed contract violation with the Union president, who, in turn consulted with the Union's attorney. The Union made an assessment in good faith that Porreca's grievance was not consonant with the Union's interpretation of the relevant contractual provision. Clearly, the Union's support of Porreca's seniority grievance, if successful, would likely have resulted in grievances from the other 39 unit members concerning the effect on their seniority. The Union is responsible for representing the interests of the unit as a whole in addition to the members as individuals. Obviously, the Union interpreted the phrase in Article XIII, <sup>17/</sup> "continuous service" to mean continuous

---

<sup>17/</sup> The wording of this article is ambiguous, and could be subject to more than one interpretation.



service in the unit, while Porreca's interpretation was continuous service in the employ of the employer, including the years when he was a supervisor.<sup>18/</sup> Although the union specifically advised Porreca of the reason it initially would not file his grievance, it did not initially advise him that he had a right to present the grievance himself. Thus, in the first instance, it violated the Act by interfering with Porreca's constitutional and statutory right to have his grievance presented to his employer.

However, on March 26, (regretably after the Charge was filed and a Complaint was issued) the Union did initiate the grievance on Porreca's behalf at step 3 of the grievance procedure. It made every effort to process the grievance by requesting a grievance hearing. It advised Porreca as to when the grievance hearing was going to occur, and invited him, and a representative of his choosing, to be present and participate in the presentation of the grievance to the College, thus also satisfying the concerns of the Court in Saginario.<sup>19/</sup> Although Porreca's attorney indicated

---

<sup>18/</sup> Porreca's interpretation appears illogical and contrary to good labor relations; it would conceivably require accumulation of seniority in two bargaining units simultaneously. That is, if an employee worked 1 month in the custodian's unit and was promoted to supervision for 25 years, and then returned, he would, under Porreca's theory, have 25 years plus 1 month seniority, thus be at the top of the seniority list ahead of employees all of whom had worked continuously in the unit for 25 years.

<sup>19/</sup> In Saginario, the Court was concerned with the employee's ability to have his interests represented when those interests were in direct conflict with the union's interests in

by letter that the date was too close, he made no effort to have the date postponed, but instead, Charging Party filed an amendment to the Charge complaining that the Union was processing the grievance, and sought a restraint of such processing. on April 24, Local 440 again requested that Porreca sign the grievance so that it could be processed, and invited Porreca to initiate the grievance on his own.

Although Charging Party suggests that by this point, there was nothing to grieve because the College had reinstated Porreca's seniority back to the original date of hire, I find this argument to be without merit. The College did not act to reinstate his seniority, and further, took no action to advise Porreca that it had. Therefore, Porreca had every opportunity to present his grievance personally, by his authorized representative, his attorney, or his Union, and had every opportunity to attempt to convince the College that it had misapplied the contractual seniority provision, either before the first Board of Trustees meeting, before its second meeting, or even after the second. Porreca did not make any effort to cooperate with the presentation of his grievance by the Union or to present it personally. One cannot argue that the grievance is not being processed and then

---

19/ Footnote Continued From Previous Page

representing the unit as a whole. There, the Court ordered the union to permit the grievant, Saginario, to personally present his position on the grievance.

undermine every effort to process it. See AFSCME v. Vega, P.E.R.C. No. 87-126, 13 NJPER (1987).

Based upon the foregoing, I find that Local 440 initially committed a violation of the Act by not presenting the grievance and not informing Porreca that he may personally do so. However, I also find that it ultimately remedied the violation by its good faith effort to present and process the grievance.

Did the College violate the Act?

Charging Party asserts that the College colluded with the Union to deprive him of his seniority rights under the contract. I do not find any evidence to support that conclusion.

The College accepted the grievance when filed by the Union and scheduled the 3rd step grievance hearing. Had Porreca and/or his attorney appeared, the grievance hearing would have been held. The Dean of Personnel also took the additional step of presenting the substance of the grievance to the College Board of Trustees. Although both Dean Wilhelm and ultimately the Board of Trustees took the same position concerning the seniority issue as the Union, there is no evidence to support a conclusion that the College did so merely to agree with the Union. Although the College's past treatment of seniority for returning employees is murky, Wilhelm believed the practice had been to start over as a new employee, in terms of seniority, when one returned to the bargaining unit. This is evidenced by Wilhelm's remarks to Porreca when he asked for his

position back, and Wilhelm's remarks to Sweeney when he asked how seniority was calculated. It is also demonstrated by Wilhelm's distribution of seniority lists to the Union with Sweeney's date of seniority as of the date he returned to the unit.<sup>20/</sup>

There is no reason to believe that the reconsideration of the Board of Trustees' April 1 decision was not done in good faith. The College had nothing to gain or lose by the calculation or recalculation of seniority credit. While it is true that the College was aware that if the vote of April 1 was sustained, the Union would grieve, so too might the Union have decided to grieve if the vote was reversed.

Based upon the foregoing, I find that the College did not collude with the Union concerning its denial of Porreca's seniority or its handling of the grievance.

Did Local 440 violate the Act by its actions at the March 26 union meeting?

Charging Party asserts that the Union leadership's comments to the membership at the March 26 Union meeting were calculated to intimidate him and coerce him into withdrawing this Charge, in violation of subsection 5.4(b)(1) of the Act.

In order to find that an employer's remark to be threatening

---

<sup>20/</sup> Perhaps this whole issue could have been avoided by production of seniority lists by Personnel instead of permitting supervisors to prepare their own.

or coercive, it must have the reasonable "tendency" to interfere with employee rights. Commercial Twp. Bd. of Ed., P.E.R.C. No. 83-25, 8 NJPER 550 (¶ 13253 1983), aff'd App. Div Dkt. No. A-1642-82T2 (12/8/83); City of Hackensack, P.E.R.C. No. 78-71, 4 NJPER 190 (¶ 4096 1978), Aff'd App. Div. Dkt. No. A-3562-77 (3/5/79). The same standard is true for a remark made by employee organizations to employees. See County of Bergen, P.E.R.C. No. 84-2, 9 NJPER 451 (¶ 14196 1983).

Local 440 did not threaten or coerce Porreca in any way. There was no stated or implied threat that he would lose his position with the College,<sup>21/</sup> that he would lose his Union membership status, or that the Union would penalize him in any way for attempting to pursue the Charge. In fact, the vice-president specifically endorsed Porreca's right to pursue his "philosophy" on the issue, even though the Union clearly did not agree with the wisdom of doing so.

Local 440 exists for the purpose of representing its units' members--all of the employees in its units, both individually and collectively. It is not unusual that the interests of the individual member and the interests of the membership as a whole are not synonomous; indeed, any dispute concerning seniority will have

---

<sup>21/</sup> I do not construe the Union vice-president's reiteration of the Central Labor Council's inquiry as to whether the employee was still working as an implied threat. In any event, it is doubtful that the Union had any influence over Porreca's tenure as an employee.

positive and adverse effects on different unit members. Here, Porreca's interest was his interpretation of the seniority clause of the contract. The Union saw the interests of the membership as a whole as the retention of the seniority principles it believed it negotiated with the college. I am convinced that the Union not only believed its interpretation to be the correct one, but it undoubtedly believed its interpretation was in the best interest of the membership as a whole. Given that opinion, I find that the Union was merely reporting the status of charges filed against it (the union), which it believed to have significance to the membership as a whole.

While the Union leaders' comments towards Porreca's actions, were sarcastic and critical enough to tend to cause disharmony and possibly resentment among the union ranks, I do not find that the tone or substance of their comments reasonably tended to intimidate or coerce Porreca. I believe the union leaders' comments were calculated to gain support from the membership for the stand it had taken on the issue, and to justify the expense of this litigation to its members.

I find that the Union's comments were a legitimate exercise of its responsibility to keep the members informed of the status of this litigation, as it likely would do with any pending litigation with which the Local might be involved. Further, I believe that the Union leadership would have made all of the same comments concerning Porreca's charges (and perhaps more) to the membership even if Porreca had not been present.

Therefore, I find that the Union's comments at the March 26 meeting did not violate 5.4(a)(1) of the Act.

CONCLUSIONS

Based upon the entire record, I conclude as follows:

1. Local 440 violated 5.4(b)(1) when it by its initial refusal to present Porreca's grievance or advise him that he may personally do so;

2. Local 440 subsequently remedied its violation by attempting in good faith to present Porreca's grievance to the employer and providing Porreca the opportunity to participate in the grievance hearing and/or present the grievance personally.

3. Local 440 did not violate the 5.4(b)(1) by its comments at the March 26 union meeting.

4. Local 440 did not violate 5.4(a)(3) of the Act.

5. The College did not violate 5.4(a)(1), (3) or (5) by denying Porreca his seniority retroactive to his original date of hire.

REMEDY

No make whole remedy is necessary here since Local 440 has remedied its initial refusal to present Porreca's grievance. Local 440 has already made a good faith effort to present the grievance on Porreca's behalf, and invited him, together with his representative or attorney, to be present and participate in the grievance hearing, or to present the grievance on his own.

RECOMMENDATIONS

I recommend that the Commission ORDER:

A. That Local 440 cease and desist from refusing to present employee grievances to the employer or failing to advise the employees that they may personally present such grievances.

B. That the Charge of alleged violations of 5.4(b)(3) be dismissed.

C. That the Charge against Camden County College be dismissed in its entirety.

D. That Local 440 take the following affirmative action:

1. Fulfill its duty to fairly represent employees in the future by presenting grievances to the employer or advising employees that they may personally do so.

2. 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 for a period of at least sixty (60) consecutive days. Reasonable steps shall be taken by the Respondent to ensure that such notices are not altered, defaced or covered by other material.



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

Susan W. Osborn  
Susan Wood Osborn  
Hearing Examiner

DATED: May 15, 1987  
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 cease and desist from refusing to present employees' grievances to the employer or failing to advise employees that they may personally do so.

WE WILL fulfill our duty to fairly represent employees by presenting employees' grievances to the employer or advising employees that they may personally do so.

Docket No. CI-86-22-109

LOCAL 440, I.U.E.

(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.