

D.U.P. NO. 98-35

STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION
BEFORE THE DIRECTOR OF UNFAIR PRACTICES

In the Matter of

LACEY TOWNSHIP EDUCATION ASSOCIATION,

Respondent,

-and-

Docket No. CI-98-60

HELEN A. ROEMER,

Charging Party.

SYNOPSIS

The Director of Unfair Practices dismisses a charge filed by Helen A. Roemer against Lacey Township Education Association. The Director finds that Roemer's charge is untimely; that she improperly plead a 5.4a(5) violation; and that she lacks standing to allege 5.4a(5) or 5.4b(3) violations.

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Appearances:

For the Respondent,
New Jersey Education Association
(John A. Thornton, UniServ Representative)

For the Charging Party,
Helen A. Roemer, pro se

REFUSAL TO ISSUE COMPLAINT

On January 28, 1998, Helen A. Roemer filed an unfair practice charge against Stan Cislak, President of the Lacey Township Education Association.^{1/} Roemer alleges that the

^{1/} For purposes of identification only, we have designated the Lacey Township Education Association as respondent in the caption.

respondent violated 5.4a(5)^{2/} and 5.4b(3)^{3/} of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., by not negotiating in good faith for the support staff. Specifically, Roemer claims that the Association violated the Act when it failed to obtain longevity pay for support staff like Roemer, in the June 4, 1997 Memorandum of Agreement reached between the Association and the Board. Roemer also claims that on or about June 5, 1997, Cislak made what she characterizes as discriminatory and biased remarks against the support staff.

The Association denies it violated the Act.

ANALYSIS

N.J.S.A. 34:13A-5.4(c) establishes a six-month statute of limitations period for the filing of unfair practice charges. The statute provides in pertinent part:

...that no complaint shall issue based upon any unfair practice occurring more than 6 months prior to the filing of the charge unless the person aggrieved thereby was prevented from

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- ^{2/} This provision prohibits public employers, their representatives or agents from: "(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."
- ^{3/} This provision prohibits employee organizations, their representatives or agents from: "(3) Refusing to negotiate in good faith with a public employer, if they are the majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit."


filing such a charge in which event the 6 months period shall be computed from the day he was no longer so prevented.

Here, the operative events of the charge are the June 4, 1997 Memorandum of Agreement and the June 5, 1997 remarks by Cislak. Both of these events occurred more than six months prior to the filing of the charge. Because the charge was not filed within six months of the alleged unfair practices, it is untimely, and there is no evidence or allegation that Roemer was prevented from filing her charge in a timely manner.

Moreover, Roemer improperly plead a 5.4a(5) violation, as Roemer has not named her employer as a respondent nor does she have standing to allege a(5) or b(3) violations. See City of Jersey City, D.U.P. No. 87-5, 12 NJPER 670 (¶17253 1986); Trenton Bd. of Ed., D.U.P. No. 81-26, 7 NJPER 406 (¶12179 1981).

Based on the above, I decline to issue a complaint based upon the instant charge. The charge is dismissed.

BY ORDER OF THE DIRECTOR
OF UNFAIR PRACTICES


Stuart Reichman, Director

DATED: April 23, 1998
Trenton, New Jersey