

D.U.P. NO. 97-30

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

In the Matter of

NEW JERSEY TURNPIKE AUTHORITY,

Respondent,

-and-

Docket No. CI-97-36

HENRY G. SACHER,

Charging Party.

SYNOPSIS

The Director of Unfair Practices declines to issue a complaint in a charge brought by Henry G. Sacher, an individual. Sacher alleges that the New Jersey Turnpike Authority violated the terms of its collective negotiations agreement with Local 194, IFPTE and that Sacher was discriminated against because he was a part-time employee. A claim of a mere breach of contract does not constitute an unfair practice nor does discrimination based upon one's status as a part-time employee constitute an unfair practice within the meaning of the Act.

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Appearances:

For the Respondent,
Schwartz, Tobia, Stanziale, Becker,
Rosenseig & Sedita, attorneys
(Ronald L. Tobia, of counsel

For the Charging Party,
Henry G. Sacher, pro se

REFUSAL TO ISSUE COMPLAINT

On November 6, 1996, Henry G. Sacher filed an unfair practice charge with the New Jersey Public Employment Relations Commission alleging that the New Jersey Turnpike Authority committed an unfair practice within the meaning of N.J.S.A. 34:13A-5.4(3) & (7)^{1/}.

^{1/} These subsections prohibit public employers, their representatives or agents from: "(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. (7) Violating any of the rules and regulations established by the commission."

Mr. Sacher alleges that the Authority violated a collective negotiations agreement it had with Local 194, I.F.P.T.E., AFL-CIO and that the Authority discriminated against Sacher because of his part-time status.

Based upon the allegations of the charge, it appears that the Commission's complaint issuance standard has not been met.

Sacher is claiming the Authority violated the terms of a collective negotiations agreement by failing to pay him properly for hours worked on certain holidays. Yet, the claim of a mere breach of contract does not constitute an unfair practice. State of New Jersey (Department of Human Services), P.E.R.C. No. 84-148, 10 NJPER 419 (¶15191 1984).

Mr. Sacher further alleges that the Authority's violation of the contract constitutes discrimination based upon his status as a part-time employee. Such an allegation does not constitute a violation of rights protected by the Act.

Based upon the foregoing, I find that the Commission's complaint issuance standard has not been met and refuse to issue a complaint on the allegations of this charge. N.J.A.C. 9:14-2.1, 2.2 and 2.3. The charge is dismissed.

BY ORDER OF THE DIRECTOR
OF UNFAIR PRACTICES



Edmund G. Gerber, Director

DATED: January 14, 1997
Trenton, New Jersey