

D.U.P. NO. 91-24

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

In the Matter of

IFPTE, LOCAL 195 and
SALEM CITY BOARD OF EDUCATION,

Respondents,

-and-

Docket Nos. CI-89-12,
CI-89-13 & CI-89-14

KATHY CRAWFORD AND JIMMY WATSON,

Charging Parties.

SYNOPSIS

The Director of Unfair Practices declines to issue a complaint brought by Kathy Crawford and Jimmy Watson against the Salem City Board of Education and IFPTE Local 195. The City eliminated the position of security guard and Local 105 refused to process a grievance protesting the layoffs. The Board had a managerial right to eliminate the position and, although the Union has a duty to fairly represent its employees, it was not unreasonable for the Union to not process a grievance that was not arbitrable.

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Charging Parties.

Appearances:

For the Respondent, Salem City Board of Education
Barbour & Costa, attorneys
(John T. Barbour, of counsel)

For the Respondent, IFPTE Local 195
Donald R. Philippi

For the Charging Parties,
Kathy E. Crawford, pro se

REFUSAL TO ISSUE COMPLAINT

In July 1988, Kathy Crawford and Jimmy Watson filed a series of unfair practice charges against the Salem City Board of Education and IFPTE, Local 195. Their claims center around the Board's elimination of their positions as security guards and the Union's refusal to appeal the Board's denial of a grievance brought on their behalf. Crawford's charges, if true, would not constitute an unfair practice.

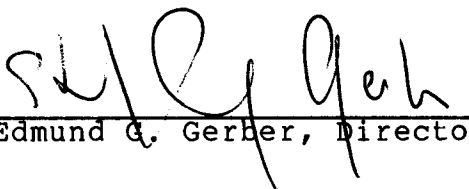
The Board's elimination of a position in this case, security guard, is a managerial prerogative. It is therefore not

negotiable and not arbitrable. Hunterdon County, P.E.R.C. No. 81-114, 7 NJPER 230 (¶12100 1981).

The Association had the obligation to fairly represent them. However, a violation of that duty occurs only when a union's conduct toward a member of the collective negotiations unit is arbitrary, capricious or in bad faith. Saginario v. Attorney General, 87 N.J. 240 (1981). Here it was not unreasonable for the union to decline to further process a grievance which was not arbitrable. Accordingly, the charges are dismissed in their entirety.

Based upon the foregoing, the Commission's complaint issuance standard has not been met and no complaint will issue on the allegations of these charges.

BY ORDER OF THE DIRECTOR
OF UNFAIR PRACTICES


Edmund G. Gerber, Director

DATED: April 10, 1991
Trenton, New Jersey