

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

NEW JERSEY EDUCATION ASSOCIATION,

Respondent,

-and-

Docket No. CI-84-19

STUART D. SHAW,

Charging Party.

SYNOPSIS

A Commission Designee declines to temporarily restrain the NJEA in an action brought by Stuart Shaw, an individual. Shaw claims that in the middle of a federal suit the NJEA withdrew financial support for his suit against Bergen County Community College.

Shaw failed to clearly demonstrate that the denial of financial support in a federal court suit was an abrogation of the Association's duty of fair representation.

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Appearances:

For the Respondent, Greenberg, Kelley & Prior, Esqs.
(James F. Schwerin, Esq.)

For the Charging Party, Stuart D. Shaw, Pro Se


INTERLOCUTORY DECISION

This matter having been opened to the Public Employment Relations Commission by Stuart Shaw, an individual, and Greenberg, Kelley and Prior, attorneys for the Respondent New Jersey Education Association by its associate James F. Schwerin, having appeared in response to an Order to Show Cause why the Commission's designee Edmund Gerber should not enjoin the NJEA from refusing to provide for legal fees in a suit brought by Mr. Shaw and his wife against the Bergen County Community College and to further enjoin the NJEA from interfering with the conduct of that same suit. Having considered oral argument and the briefs filed by Mr. Shaw and Mr. Schwerin, the undersigned declines to issue a restraint in this matter.

Shaw is the plaintiff in a suit against the College. The suit was financed by the NJEA. The attorney Shaw used was

Andrew Zazzali of Zazzali, Zazzali and Kroll. Zazzali requested that he be relieved of his duties as counsel to Mr. Shaw in that suit and was in fact so removed by the court. It appears that Mr. Zazzali's actions were taken, in part, by Mr. Shaw's interference in Zazzali's representation of him, to wit: Shaw photostated the letterhead of Zazzali's law firm and filed an amended complaint with the court apparently without the knowledge or approval of Zazzali. Further, Shaw has not clearly demonstrated that a union is obligated to pay for a federal suit which lies outside of the contractual grievance procedure as part of its duty of fair representation.

BY ORDER OF THE COMMISSION



Edmund G. Gerber
Commission Designee

Dated: October 12, 1983
Trenton, New Jersey