

D.U.P. NO. 2022-5

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

In the Matter of

MORRIS COUNTY HOUSING AUTHORITY,

Respondent,

-and-

Docket No. CI-2021-010

MORRIS COUNCIL 6 NJCSA IFPTE,

Respondent,

Angel Vega,

Charging Party.

SYNOPSIS

The Director of Unfair Practices dismissed an unfair practice charge filed by Angel Vega against Morris Council No. 6, NJSCA, IFPTE (Council) and the Morris County Housing Authority (Authority). The charge against the Council alleged the Council violated sections 5.4b(2) and (3) of the New Jersey Employer-Employee Relations Act (Act) by not responding to correspondence from Vega and Vega's attorney about the Authority's suspension and termination of Vega's employment with the Authority. The charge against the Authority alleged the Authority violated sections 5.4a(4), (6) and (7) by suspending and terminating Vega's employment because of Vega's race and because Vega indicated he intended to sue the Authority under the Conscientious Employee Protection Act (CEPA). Vega also alleged the Authority disciplined him without just cause. The Director found Vega, as an individual employee, did not have standing to pursue claims under sections 5.4b(2) and (3) and section 5.4a(6) and that the Council did not breach its duty of fair representation to Vega. The Director also dismissed the charge against the Authority because the Commission lacks jurisdiction over CEPA and racial discrimination claims, and does not adjudicate disciplinary disputes.

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Appearances:

For the Respondent, Morris County Housing Authority,
Day Pitney LLP, attorneys
(Rachel A. Gonzalez, of counsel)

For the Respondent, Morris Co 6 NJCSA IFPTE,
Law Offices of Craig S. Gumpel, LLC, attorneys
(Craig S. Gumpel, of counsel)

For the Charging Party,
(Angel Vega, pro se)

REFUSAL TO ISSUE COMPLAINT

On October 27, 2020, Angel Vega (Vega or Charging Party) filed an unfair practice charge against Morris Council No. 6, New Jersey Civil Service Association, IFTPE, AFL-CIO (Council No. 6) and the Morris County Housing Authority (Authority). The charge against Council No. 6 alleges that it violated section 5.4b(2)

and (3)^{1/} of the New Jersey Employer-Employee Relations Act (Act), N.J.S.A. 34:13A-1 et seq., by (1) not responding to a June 25, 2020 email about a grievance concerning his suspension; (2) not responding to a letter from an attorney retained by Vega to challenge his suspension on or about August 4, 2020; and (3) in October 2020, after Vega's termination from employment by the Authority, not responding to a grievance Vega emailed challenging his termination. The charge against the Authority alleges that it violated sections 5.4a(4), (6) and (7)^{2/} of the Act by: (1) terminating Vega's employment with the Authority because of Vega's race; (2) suspending and terminating Vega's employment in response to Vega expressing the desire to pursue a claim against

1/ These provisions prohibit employee organizations, their representatives or agents from (2) interfering with, restraining, or coercing a public employer in the selection of his representative for the purposes of negotiations or the adjustment of grievances; and (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.

2/ These provisions prohibit public employers, their representatives or agents from (4) discharging or otherwise discriminating against any employee because he has signed or filed an affidavit, petition or complaint or given any information or testimony under this act; (6) refusing to reduce a negotiated agreement to writing and to sign such agreement; and (7) violating any of the rules and regulations established by the commission.

the Authority under the "Whistleblower Act"^{3/} , and (3) being "targeted and wrongfully terminated" from his position as a maintenance supervisor for the Authority. Attached to Vega's charge are six and a half, single-spaced pages purporting to provide ". . . instances in which Vega felt he was being discriminated against, targeted and ultimately wrongfully terminated from [his] position" and he asserts that the Authority's ". . . allegations of 'poor job performance' and dishonest misconduct are clearly false."

On August 16, 2021, the Council filed a position statement with exhibits in response to Vega's charge. The Council notes that Vega has been disciplined by the Authority for several incidents dating to 2011 and that Vega's email concerning his June 25th suspension and his attorney's August, 2020 letter were not received by Council No. 6 because it was sent to a "expired email address." (page 2 of Council's position statement).

Council No. 6 adds that the Authority notified it of Vega's suspension and, in response to that notice, the Council emailed Vega, soliciting a copy of his grievance, that Vega never provided. Moreover, the Council maintains that its President and Vice President met with Vega to discuss the grievance procedure and Vega's suspension and termination, as well as the transition

^{3/} The "Whistleblower Act" is formally known as the Conscientious Employee Protection Act, or "CEPA", N.J.S.A. 34:19-1 et seq.

in exclusive representation from the Council to a new majority representative, IFPTE Union Council No. 8 (Council No. 8). At all times, Council No. 6 contends that it acted in good faith and did not breach its duty of fair representation to Vega. Furthermore, once Council No. 8 became Vega's majority representative, Council No. 6 no longer had standing to pursue Vega's grievance under the Act and Council No. 6 has no record of receiving a grievance from Vega in accordance with the parties' negotiated grievance procedure.

On August 16, 2021, Vega emailed a reply to the Council's position statement. In his response, Vega reiterates that he felt "targeted" by the Authority ". . . for trying to pursue the Whistleblower Act" and asserts that an email to Council No. 6 about his suspension, while not a "formal grievance" was sufficient to secure Council No. 6's representation under the parties' negotiated grievance procedure. Vega also alleges that the Council's President did not notify him of a change in her email address and alleges he reached out to Council No. 6's Vice President, as well. Vega reiterates in his reply that the Authority's allegations of his "poor [job] performance" were false.

On June 17, 2021, the Authority filed a position statement with exhibits opposing the charge.^{4/} The Authority contends that Vega's suspension and termination were the culmination of disciplinary infractions he committed dating back to 2011 and that there was just cause for Vega's termination. The Authority further contends that his termination was not in retaliation for any protected activity under the Act and did not have a tendency to interfere with Vega's rights under the Act. Moreover, the Authority asserts Vega does not have standing to pursue a 5.4a(6) claim and has not alleged facts in support of his 5.4a(4) and (7) claims. Vega did not file a response to the Authority's position statement.

The Commission has authority to issue a complaint where it appears that a charging party's allegations, if true, may constitute an unfair practice within the meaning of the Act. N.J.S.A. 34:13A-5.4c; N.J.A.C. 19:14-2.1. The Commission has delegated that authority to me. Where the complaint issuance standard has not been met, I may decline to issue a complaint. N.J.A.C. 19:14-2.3; CWA Local 1040, D.U.P. No. 2011-9, 38 NJPER 93 (¶20 2011), aff'd, P.E.R.C. No. 2012-55, 38 NJPER 356 (¶120 2012).

^{4/} The Authority also served a copy of the position statement with exhibits on Vega.

I find the following facts.

Angel Vega began employment with the Authority on or about July 6, 2010 and held the position of Maintenance Supervisor at the time of his termination on October 7, 2020. Vega was a member of Council No. 6's collective negotiations unit.^{5/}

Council No. 6 and the Authority were parties to a collective negotiations agreement extending from January 1, 2014 through December 31, 2017. Article 15 of that agreement sets forth the parties' negotiated grievance procedure. At the initial stage of a grievance, Section 3 of the article provides that "an aggrieved employee must file his grievance in writing with his immediate superior within ten (10) calendar days of the occurrence of the matter complained of, or within ten (10) calendar days after he would have reasonably been expected to know of its occurrence." The "failure to act within said time period shall constitute an abandonment of the grievance." (Article 15, Section 3 of Agreement). Steps 1, 2, 3 and 4 of the grievance procedure provide the "aggrieved employee" with the

^{5/} The Council's unit included the following titles: Administrative Assistant, Building Administrative Manager, Building Administrative Manager/Family Self Sufficiency Coordinator, Congregate Housekeeper Aide, Cook, Finance Assistant, Housing Assistant Technician, Housing Manager, Inspector, Leased Housing Specialist, Leased Housing Supervisor, Maintenance Repairer, Maintenance Supervisor, Principal Clerk Typist, Principal Fiscal Analyst, Program Service Manager, Repairer Helper, Senior Finance Assistant, Senior Maintenance Repairer, Social Service Administrator and Social Service Coordinator.

right to appeal grievance determinations by the Authority's Executive Director (Step 1); Director of Labor Relations (Step 2), Board of Commissioners (Step 3) and arbitration (Step 4). While the procedure does not prohibit Council No. 6's presentation of an aggrieved employee's grievance, it expressly contemplates the aggrieved employee's initiation of the grievance process and appeal of grievance decisions.

Kelly A. Stephens, the Authority's Executive Director, sent Vega a letter dated June 25, 2020 notifying Vega that the Authority was suspending him without pay for thirty (30) days. The June 25th letter documents the following alleged misconduct^{6/} as the basis for Vega's suspension:

(1) On March 13, 2020, Vega allegedly "stormed into" a meeting between a Housing and Urban Development (HUD) Inspector and Stephens and announced he was leaving work for personal reasons;

(2) "Confrontational" behavior towards a co-worker named Greg Brown when Vega was questioned by Brown about his use of overtime;

(3) Several deficiencies identified by a HUD Inspector in the maintenance of the India Brook Village, a housing development Vega was responsible for maintaining;

^{6/} In discussing Vega's disciplinary history, I am not drawing a conclusion as to the veracity of the Authority's claims of misconduct. Instead, this discussion is intended to provide context for the nature of the dispute between the Authority and Vega that led to Vega's filing of the instant charge.

(4) Changing the lock to the India Brook Village inner office without prior authorization, which prevented the HUD Inspector from gaining access to the office during an inspection; and

(5) Not providing, upon initial request by the Authority, the "master key" for the India Brook Village.

The June 25th letter also identifies sixteen (16) separate incidents of alleged misconduct by Vega for which he received various forms of discipline between February, 2011 and November, 2019, including alleged violations of workplace conduct policies, poor job performance, insubordination and dishonesty. Stephens concluded the letter, advising Vega that ". . . this will be your last and final warning and any further violations will result in immediate termination."

On or about June 25, 2020, Vega attempted to contact Council No. 6 President, Liz Sutula, by email to grieve the suspension. Sutula did not respond to Vega's email because the email address Vega used for the communication had expired and was different from Sutula's active email address. Vega asserts that Council No. 6 never notified him of the change in Sutula's email address.

On June 29, 2020, Stephens emailed Sutula and informed Sutula that Vega received a suspension on June 25, 2020. Stephens also wrote in the June 29th email that she had directed Vega to ". . . contact his union rep" about the suspension.

On July 24, 2020, at 7:31 a.m., Vega emailed Sutula asking if Council No. 6 would provide “. . . representation on behalf of my grievance against my employer, Morris County Housing Authority.” In response, Sutula emailed Vega at 10:06 a.m. on July 24, 2020 requesting that he provide her a copy of the grievance because she had not received it. Vega responded by email one hour later, writing that he was “in the hospital with his mother” and that when he got out of the hospital he would be “sure to do that.” Sutula acknowledged receipt of Vega’s response a few hours later by email.

On August 4, 2020, Steven Schuster, an attorney retained by Vega at the time to challenge his suspension, emailed a letter to Sutula and Stephens. Sutula did not receive Schuster’s email and letter because it was sent to Sutula’s expired email address. However, on August 13, 2020, Stephens forwarded Schuster’s email and letter to Sutula’s active email address.

Schuster’s letter, addressed to Sutula, inquired whether a grievance was filed on Vega’s behalf challenging Vega’s suspension and “if so, what is the present status.” Schuster also sought confirmation from Sutula whether Council No. 6 still represented a unit of Authority employees.

In response to Schuster’s inquiries, Ed Karney, Council No. 6’s Vice President, reached out to Vega to discuss the suspension and grievance procedure. Over the next month (August to

September, 2020), Karney and Vega engaged in one or two more discussions of Vega's suspension and the grievance process.

On September 21, 2020, Authority Executive Director Stephens emailed Sutula a letter that Stephens received from Teresa Ellis, General Counsel to the International Federation of Professional & Technical Engineers, AFL-CIO (IFTPE). Ellis's letter informed Stephens that IFPTE Council No. 6 would no longer be representing Vega's negotiations unit and that Council No. 8 was ". . . now the exclusive bargaining representative . . ." for the unit. Ellis directed Stephens to forward all ". . . representational matters to Union Council No. 8 and begin remitting all union dues to Union Council No. 8 as soon as practicable."

On September 25, 2020, Sutula met with several unit employees, including Vega and Council No. 6's shop steward, Lekisha Harris, to discuss a forthcoming representation petition being prepared by Council No. 8 seeking to represent Council No. 6's unit. Council No. 8 filed the representation petition with the Public Employment Relations Commission (Commission) on September 29, 2020 (Dkt. No. RO-2021-023).

On October 7, 2020, the Authority terminated Vega's employment. By letter dated October 7, 2020, Stephens notified Vega that he was being terminated after receiving reports from staff members who attended the September 25, 2020 meeting with Sutula that Vega had created an ". . . intimidating and hostile

environment" at the meeting, and allegedly threatened, cursed at and yelled at attendees of the meeting. The Authority concluded, based on Vega's behavior at the September 25th meeting and his record of sixteen prior corrective and disciplinary actions, that there was just cause for his termination. Vega disputed these allegations and asserts there was no just cause for his termination.

On October 8, 2020, Council No. 6 Vice President Karney met with Vega to discuss his termination. According to Council No. 6, Vega was "combative" at the meeting with Karney and told Karney he ". . . intended to personally go after Kelly Stephens and President Sutula." By email dated October 9, 2020, Sutula reported these threats to Morris County Director of Employee Resources Allison Stapleton and Morris County Manager of Labor Relations Brenda McIntyre, asserting in the email that Sutula, given Vega's history of "outbursts and erratic behavior", viewed the threats as a "threat of bodily harm" and registered her complaint against Vega for this conduct.

In response to a October 5 letter from the Director of Representation to Sutula inquiring whether Council No. 6 sought to intervene in Council No. 8's petition, Sutula sent an email to the Commission advising that it did not wish to intervene in the petition. The Commission certified Council No. 8 as the

exclusive majority representative of the negotiations unit that included Vega's title on October 23, 2020.

ANALYSIS

Claims Against Council No. 6

Vega alleges Council No. 6 violated Sections 5.4b(2) and (3) of the Act by not responding to Vega's and Schuster's correspondence about his suspension and termination. I find Vega lacks standing to pursue claims under Sections 5.4b(2) and (3) and dismiss those allegations. Moreover, to the extent Vega is alleging the Council breached its duty of fair representation (DFR) to him, I find the Council acted in good faith in handling his suspension and termination and did not breach its DFR to Vega.

Section 5.4b(2) of the Act prohibits "employee organizations, their representatives or agents" from "interfering with, restraining or coercing a public employer in the selection of his representative for the purposes of negotiations or the adjustment of grievances." N.J.S.A. 34:13A-5.4b(2). Section 5.4b(3) of the Act provides that an employee organization, its representatives or agents are prohibited from "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." N.J.S.A. 34:13A-5.4b(3). Only public employers have

standing to pursue claims under Section 5.4b(2) and b(3) of the Act. New Jersey State PBA and PBA Local 199 (Rinaldo), D.U.P. No. 2011-4, 38 NJPER 53 (¶7 2010), aff'd P.E.R.C. No. 2011-83, 38 NJPER 56, 58 (¶8 2011) (Commission agrees with Director of Unfair Practices that "an individual employee does not have standing to assert a violation of the employer's right to select its own negotiations or grievance representatives . . ." under Section 5.4b(2)); CWA Local 1040, CWA District One and the State of N.J. (Juvenile Justice) and Judy Thorpe, P.E.R.C. No. 2013-29, 39 NJPER 205 (¶66 2012), recon. den. P.E.R.C. No. 2014-9, 40 NJPER 172 (¶66 2013), aff'd 43 NJPER 353 (¶100 App. Div. 2017) (Individual employees do not have standing to pursue a section 5.4b(3) claim); ATU Local 540 (Warfield), D.U.P. No. 2016-3, 42 NJPER 376 (¶107 2015). Individual employees lack standing to pursue these claims. Id.

Here, Vega's section 5.4b(2) and b(3) allegations must be dismissed because Vega lacks standing to pursue these claims. Moreover, to the extent Vega is alleging that Council No. 6 breached its duty of fair representation (DFR) to him, I find the allegations do not demonstrate that Council No. 6 breached its DFR. Rather, Council No. 6 made good faith efforts to assist Vega in the grievance process over his suspension and termination and had a reasonable basis for not responding to Vega's and

Schuster's initial communications about Vega's suspension and termination.

A majority representative has a duty to represent all unit employees fairly and without discrimination on the basis of union membership. N.J.S.A. 34:13A-5.7; CWA Local 1034 (King), D.U.P. No. 2004-2, 29 NJPER 367 (¶113 2003). The standards governing a union's DFR in the private sector were articulated in Vaca v. Sipes, 386 U.S. 171 (1967). Under Vaca, a breach of the statutory DFR occurs only when a union's conduct towards a unit employee is arbitrary, discriminatory, or in bad faith. Id. at 191. Our Supreme Court and Commission have adopted this standard for DFR claims in the public sector. See, e.g., Saginario v. Attorney General, 87 N.J. 480 (1981); Middlesex Cty. (Mackaronis), P.E.R.C. No. 81-62, 6 NJPER 555 (¶11282 1980), aff'd NJPER Supp.2d 113 (¶94 App. Div. 1982), certif. denied 91 N.J. 242 (1982).

In the context of a union's handling of unit member grievances, the courts and Commission have held that a union should attempt to exercise reasonable care and diligence in investigating, processing and presenting grievances; it should exercise good faith in determining the merits of the grievance; and it must treat individuals equally by granting equal access to the grievance procedure and arbitration for similar grievances of equal merit. Middlesex Cty. (Mackaronis); CWA Local 1034 (King);

Belen v. Woodbridge Bd of Ed., 142 N.J.Super. 486 (App. Div. 1976); AFSCME Council No. 1 (Banks), P.E.R.C. No. 79-28, 5 NJPER 21 (¶10013 1978). However, a union's negligence in the processing and presentation of a grievance is not a DFR breach. Newark Library and IUOE Local 68 (Shaw), D.U.P. No. 2005-6, 30 NJPER 494 (¶168 2004); Monmouth Cty. and CWA Local 1034 (White), D.U.P. No. 2011-5, 36 NJPER 393 (¶153 2010). We have frequently rejected DFR claims based on allegations that a union's representation of a grievant was inadequate or incompetent. Passaic Cty. Comm. Coll. Admin. Ass'n (Wasilewski), P.E.R.C. No. 98-131, 24 NJPER 256 (¶29122 1998); Council of N.J. State College Locals, AFL-CIO (Roman), D.U.P. No. 2015-10, 41 NJPER 497 (¶154 2015), aff'd P.E.R.C. No. 2015-76, 42 NJPER 33 (¶8 2015); CWA Local 1034 (King); Monmouth Cty. and CWA Local 1034 (White).

In Passaic Cty. Comm. Coll. Admin. Ass'n (Wasilewski), the Commission rejected Wasilewski's claim alleging that her union failed to properly assist her prior to and during her termination hearing before a college board of trustees. While evidence was presented to support Wasilewski's position that the union's representation at the termination hearing was "unremarkable" and inadequate (because the union did not present witnesses), the Commission nonetheless held that these facts did not rise to the level of a DFR violation. 24 NJPER at 258. In so holding, the Commission wrote:

Nor do we find arbitrary, discriminatory or bad faith conduct in Local 153's representation of Wasilewski in connection with her termination. Heffernan [union representative] appeared on Wasilewski's behalf before the Board of Trustees, which had the sole discretion to decide whether to terminate her based on the president's recommendation to do so. Even if we assume that a more effective presentation could have been provided, that circumstance would at most support a finding of negligence, which does not constitute a breach of the duty of fair representation.
[24 NJPER at 258]

The facts alleged in this matter do not demonstrate arbitrary, discriminatory or bad faith conduct by Council No. 6 towards Vega. Council No. 6 did not initially respond to Vega's emails and Schuster's letter because they were sent to an expired email address. However, once Sutula received notice from Stephens about Vega's suspension, Sutula emailed Vega asking for a copy of his grievance, which Sutula never received. Sutula and Karney also met with Vega on multiple occasions to discuss Vega's suspension and informed Vega about the parties' grievance procedure, which provides that the "aggrieved employee" (Vega) file the initial grievance with his immediate superior and then appeal grievance determinations. Sutula and Karney also met with Vega and other unit employees on September 25th to discuss the transition to a new majority representative, Council No. 8, and Karney thereafter met with Vega to discuss his termination. Once the Commission certified Council No. 8 as the exclusive majority

representative of Vega's unit on October 23, 2020, Council No. 6 no longer had standing to pursue a grievance by Vega challenging his suspension or termination. N.J.S.A. 34:13A-5.3 (Statute provides that ". . . a minority organization shall not present or process grievances."); County of Middlesex, 27 NJPER 103, 104 (¶32040 App. Div. 2001) (Appellate Division notes that a minority organization shall "not present or process grievances" under N.J.S.A. 34:13A-5.3).

In sum, even if Council No. 6 could have provided better representation to Vega during the time it was Vega's majority representative, the facts here do not support a conclusion that Council No. 6 may have acted in an arbitrary, discriminatory or bad faith manner towards Vega. For these reasons, I don't find Council No. 6 may have breached its DFR to Vega.

Claims Against Authority

The gravamen of Vega's claims against the Authority are that the Authority's suspension and termination of his employment lacked just cause, were based on false allegations of work-place misconduct, and that Vega was suspended and terminated because of his race and his pursuit of a CEPA action against the Authority. Vega alleges the Authority's conduct violated section 5.4a(4), (6) and (7) of the Act. I disagree and find the alleged facts, if true, do not present an unfair practice. Moreover, Vega lacks standing to pursue a 5.4a(6) claim and the Commission lacks

jurisdiction over Vega's CEPA and racial discrimination claims, as well as his challenge to the Authority's discipline.

Section 5.4a(6) of the Act prohibits a public employer, their representatives or agents from ". . . refusing to reduce a negotiated agreement to writing and to sign such agreement . . ." N.J.S.A. 34:13A-5.4a(6). Vega does not allege facts to support this claim. Moreover, Vega, as an individual employee, lacks standing to pursue a 5.4a(6) claim against the Authority. The duty to reduce a negotiated agreement to writing and sign such an agreement is an obligation the employer owes to an employee's majority representative, not to the employee. Rutherford Public Library, D.U.P. No. 2000-17, 26 NJPER 295, 297 (¶31119 2000), citing N.J.Transit and ATU (Elder), H.E. No. 89-26, 15 NJPER 248 (¶20100 1989), aff'd in part, P.E.R.C. No. 89-135, 15 NJPER 419 (¶20173 1989); N.J.Transit (Warfield), D.U.P. No. 2008-5, 34 NJPER 53 (¶17 2008) (Director dismisses an employee's 5.4a(6) claim and notes that "only a majority representative may allege an a(6) violation").

I also dismiss Vega's section 5.4a(4) and (7) allegations since no facts were presented to support these claims. The section 5.4a(7) allegation is dismissed because Vega's charge does not refer to a Commission rule or regulation that the Authority violated. Willingboro Bd. of Ed., P.E.R.C. No. 81-50, 6 NJPER 502, 503(¶11257 1980).

Section 5.4a(4) of the Act prohibits public employers, their representatives or agents from "discharging or otherwise discriminating against any employee because he has signed or filed an affidavit, petition or complaint or given any information or testimony under this act." N.J.S.A. 34:13A-5.4a(4). Essential to this claim is the allegation of a nexus between an adverse personnel action in retaliation against an employee for filing or utilizing our Commission processes. Randolph Tp. Bd. of Ed., P.E.R.C. No. 82-119, 8 NJPER 365 (¶13167 1982), aff'd NJPER Supp.2d 136 (¶117 App. Div. 1983).

Vega does not allege any nexus between a filing or testimony in an unfair practice or other Commission proceeding and his suspension and termination by the Authority. Rather, he contends that he was terminated and suspended because of his race and because of his invocation of CEPA. The Commission does not have jurisdiction over such claims. N.J. Transit (Warfield), D.U.P. No. 2017-2, 43 NJPER 84 (¶24 2016), aff'd P.E.R.C. No. 2017-23, 43 NJPER 175 (¶53 2016); State of New Jersey (DCA) and CWA Local 1039 (Constantine); D.U.P. No. 2018-7, 44 NJPER 321 (¶90 2018).

Vega also challenges the veracity of alleged misconduct that formed the basis of the Authority's suspension and termination of his employment. This allegation signals a disciplinary dispute that must be resolved in accordance with a collectively negotiated grievance procedure for a determination as to whether

the Authority's suspension and/or termination lacked just cause. The Commission does not have jurisdiction over disciplinary disputes. N.J. Transit (Warfield), P.E.R.C. No. 2008-52, 34 NJPER 70 (¶28 2008) ("This Commission does not adjudicate disciplinary disputes.")

For these reasons, I find Vega's charge does not satisfy the complaint issuance standard and dismiss his claims.^{7/} N.J.A.C. 19:14-2.3.

ORDER

The unfair practice charge against Council No. 6 and the Authority is dismissed.

/s/ Jonathan Roth
Jonathan Roth
Director of Unfair Practices

This decision may be appealed to the Commission pursuant to N.J.A.C. 19:14-2.3.

Any appeal is due by November 29, 2021.

^{7/} I also find Vega's charge does not satisfy the Act's complaint issuance standard because it does not present a "clear and concise" statement of the facts forming the basis of the charge. N.J.A.C. 19:14-1.3(a)(3); Edison Tp., D.U.P. No. 2012-9, 38 NJPER 269 (¶92 2012), aff'd P.E.R.C. No. 2013-84, 40 NJPER 35 (¶14 2013).