

D.U.P. NO. 94-15

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

In the Matter of

BOROUGH OF HIGHLAND PARK,

Respondent,

-and-

Docket No. CI-93-88

WILLIAM I. SCHULTZ,

Charging Party.

SYNOPSIS

The Director of Unfair Practices dismisses unfair practice charges filed by William I. Schultz against the Borough of Highland Park alleging that the Borough unilaterally changed a negotiable term of employment and refused to negotiate with Schultz. The Director found that Schultz does not have standing to bring these charges because he is employed individually and not in an appropriate collective negotiations unit.

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Appearances:

For the Respondent,
Bruce Kaplan, attorney

For the Charging Party,
Borrus, Goldin, Foley, Vignuolo, Hyman & Stahl, attorneys
(James F. Clarkin III, of counsel)

DECISION

On June 14, 1993, William I. Schultz filed an unfair practice charge with the Public Employment Relations Commission against the Borough of Highland Park, alleging that the Borough violated subsections 5.4(a)(1) and (5) of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq.^{1/}

^{1/} These subsections prohibit public employers, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this act; and, (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."

The charge alleges that since 1984 the Borough has recognized Schultz as a single member of an appropriate bargaining unit, as his own majority representative and has negotiated separate agreements with him. Schultz alleges that on January 24, 1993 the Borough altered his work schedule and has refused to negotiate the severable compensation issue attendant to the schedule change and a successor labor agreement with him.

The Commission has held that units of one are not appropriate for the purposes of enforcing the representation rights provided and protected by the Act.^{2/} Section 5.4(a)(1) of the Act prohibits public employers from interfering with employees in the exercise of the rights guaranteed by the Act. These are collective negotiations rights. Thus, the Borough could only have interfered with Schultz' protected rights to organize and be represented collectively. Individual contract negotiations over terms such as compensation are not among the Act's protections. Section 5.4(a)(5) further protects majority representatives' rights to good faith collective negotiations. Since only the majority representative of an appropriate negotiations unit has standing to charge that the employer has refused to negotiate with it under section 5.4(a)(5), I

^{2/} See, Township of Byram, P.E.R.C. No. 84-96, 10 NJPER 149 (¶15074 1984); Borough of Shrewsbury, P.E.R.C. No. 79-42, 5 NJPER 45 (¶10030 1979) aff'd. 174 N.J. Super 25 (App. Div. 1980), certif. den. 85 N.J. 129 (1980).

find that Schultz does not have standing to bring such a charge. Accordingly, the charge is dismissed in its entirety.

BY ORDER OF THE DIRECTOR
OF UNFAIR PRACTICES



Edmund G. Gerben, Director

DATED: September 3, 1993
Trenton, New Jersey