

D.U.P. NO. 2024-13

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

In the Matter of

CITY OF VINELAND,

Respondent,

-and-

Docket No. CO-2023-218

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 210,

Charging Party.

**SYNOPSIS**

The Director of Unfair Practices dismisses an unfair practice charge filed by the International Brotherhood of Electrical Workers, Local 210 (IBEW) against the City of Vineland (City). The charge alleges that the City committed a Weingarten violation by denying an employee union representation at an interview with management where the employee was notified of her termination. The Director concludes that the complaint issuance standard has not been satisfied because IBEW failed to plead the elements of a Weingarten violation with sufficient specificity.

D.U.P. NO. 2024-13

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

In the Matter of

CITY OF VINELAND,

Respondent,

-and-

Docket No. CO-2023-218

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 210,

Charging Party.

Appearances:

For the Respondent,  
(Stephen Barse, Associate Solicitor)

For the Charging Party,  
O'Brien, Belland, & Bushinsky, LLC, attorneys  
(Kevin D. Jarvis, of counsel)

**REFUSAL TO ISSUE COMPLAINT**

On June 26, 2023, the International Brotherhood of Electrical Workers, Local 210 (IBEW) filed an unfair practice charge against the City of Vineland (City). The charge alleges that the City committed an unfair practice by denying Rosa Roman (Roman) union representation at an interview with management on June 23, 2023, which resulted in her termination. IBEW contends that the City's actions violated sections 5.4a(1) and (5)<sup>1/</sup> of

---

<sup>1/</sup> These provisions prohibit public employers, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the  
(continued...)"

the New Jersey Employer-Employee Relations Act (Act), N.J.S.A.  
34:13A-1, et seq.

On September 19, 2023, the City filed and served upon IBEW a position statement. In its position statement, the City argues that Roman was not entitled to a union representative because the June 23<sup>rd</sup> meeting was held for the sole purpose of providing Roman with notice of her termination and was not an investigatory interview. In any event, the City avers, Roman was given an opportunity to have a union representative present, but her union representative was unavailable at the time of the scheduled meeting. The City maintains that it offered to postpone the meeting until Roman's union representative became available, but Roman refused the City's offer to postpone and voluntarily chose to attend the meeting without her union representative present. For these reasons, the City denies that it committed an unfair practice because it contends that Roman was neither entitled to nor denied union representation.

The Commission has authority to issue a complaint where it appears that the charging party's allegations, if true, may constitute unfair practices on the part of the respondent.

---

1/ (...continued)  
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."

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 will decline to issue a complaint. N.J.A.C. 19:14-2.3.

I find the following facts.

The City is a public employer within the meaning of the Act. IBEW represents a unit of full-time white collar and blue collar non-professional employees and full-time professional employees employed by the City. The City and IBEW are parties to a collective negotiations agreement (CNA) extending from January 1, 2023 through December 31, 2026.

Roman is employed by the City and is represented by IBEW. On June 23, 2023, Roman was called into a meeting with management where she was notified of her termination. Roman did not have a union representative present at the meeting. There are no facts indicating that Roman was asked questions during the meeting or that the meeting was otherwise investigatory.

#### **ANALYSIS**

N.J.A.C. 19:14-1.3(a) (3) requires a charging party to plead "[a] clear and concise statement of the facts constituting the alleged unfair practice." Further, the Commission will only consider unfair practice allegations that are sufficiently pleaded in a charge. Brick Tp. Bd. of Ed., P.E.R.C. No. 88-48, 13 NJPER 846 (¶18326 1987).

In the instant charge, IBEW alleges that the City violated the Act by denying Roman's request for a union representative when she "was brought in by management for an interview" on June 23, 2023. An employee has a right to request a union representative's assistance during an investigatory interview that the employee reasonably believes may lead to discipline. This principle was established in the private sector by NLRB v. Weingarten, 420 U.S. 251 (1975), and is known as a Weingarten right. Weingarten was adopted by the Commission in East Brunswick Bd. of Ed., P.E.R.C. No. 80-31, 5 NJPER 398 (¶10206 1979), aff'd in part, rev'd in part, NJPER Supp.2d 78 (¶61 App. Div. 1980), and was later approved by our Supreme Court in In re UMDNJ, 144 N.J. 511 (1995). If an employee requests and is entitled to a Weingarten representative, the employer must allow representation, discontinue the interview, or offer the employee the choice of continuing the interview unrepresented or having no interview. Dover Mun. Utils. Auth., P.E.R.C. No. 84-132, 10 NJPER 333 (¶15157 1984). The charging party bears the burden of proving that an employee is entitled to a Weingarten representative. Union Cty. Vocational Technical Bd. of Ed., P.E.R.C. No. 2022-8, 48 NJPER 135, n.1 (¶34 2021).

Although IBEW alleges that the June 23<sup>rd</sup> meeting was an "interview," it has not pleaded with specificity that any questions were asked of Roman or that the "interview" was

investigatory in nature. By failing to allege that Roman's meeting with management was an investigatory interview, IBEW has failed to plead an essential element of a Weingarten claim because the Weingarten right does not attach to meetings or interviews that are not investigatory. See John E. Runnells Hosp., P.E.R.C. No. 85-19, 11 NJPER 147 (¶16064 1985) (holding Weingarten right does not attach to a meeting called solely to announce disciplinary action); State of N.J. (Div. Of Taxation)/Kupersmit, D.U.P. No. 91-2, 16 NJPER 421 (¶21177 1990) (dismissing alleged Weingarten violation where charging party failed to allege that meetings were investigatory interviews). As such, I find that IBEW's allegations are not pleaded with sufficient specificity to satisfy the complaint issuance standard. See N.J.A.C. 19:13-1.3(a) (3) (charging party must plead a "clear and concise statement of facts" in support of its claims); State of N.J. (Dept. of Corrections), D.U.P. No. 2022-9, 48 NJPER 373 (¶84 2022) (dismissing Weingarten claim where charging party alleged an "interview" but did not plead specific facts that the "interview" was investigatory).

**ORDER**

The unfair practice charge is dismissed.

/s/ Ryan M. Ottavio  
Ryan M. Ottavio  
Director of Unfair Practices

DATED: March 6, 2024  
Trenton, New Jersey

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

**Any appeal is due by March 18, 2024.**