

D.R. NO. 2021-2

STATE OF NEW JERSEY  
PUBLIC EMPLOYMENT RELATIONS COMMISSION  
BEFORE THE DIRECTOR OF REPRESENTATION

In the Matter of

CITY OF CAPE MAY,  
Public Employer,

-and-

Docket Nos. RO-2021-035  
RO-2021-037  
CO-2021-148

CWA LOCAL 1036,  
Petitioner,

-and-

GOVERNMENT WORKERS UNION  
Intervenor.

**SYNOPSIS**

The Director of Representation blocks the processing of two representation petitions filed by Communication Workers of America Local 1036 (CWA). CWA is seeking to represent existing units of non-supervisory blue collar employees of the City of Cape May (City) and non-supervisory white collar employees of the City. Both petitioned-for units are currently represented for collective negotiations purposes by Government Worker's Union (GWU). GWU intervened in the representation matters, pursuant to its expired collective negotiations agreements with the City for both units. GWU filed an unfair practice charge against the City, alleging that it negotiated in bad faith and dealt directly with unit employees so as to undermine GWU as the majority representative, thereby preventing a free and fair election. GWU requested that the processing of its charge block any elections.

The Director found, based on GWU's un rebutted certification, that the City's Manager admitted to direct dealing with unit members, resulting in salary increases or promotions during a time relevant to the filing of both petitions. Accordingly, the Director held that a free and fair election could not be conducted at this time and ordered that further processing of the two representation petitions filed by CWA be blocked while the unfair practice charge can be adjudicated.

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Intervenor.

Appearances:

For the Public Employer,  
Brown & Connery, LLC, attorneys  
(Michael J. Watson, of counsel)

For the Petitioner,  
Beckett and Paris, LLC, attorneys  
(David B. Beckett, of counsel)

For the Intervenor  
(David L. Tucker, President GWU)

**DECISION**

On December 18 and 29, 2020, Communication Workers of America Local 1036 (CWA) filed two representation petitions seeking to represent, respectively, a collective negotiations unit of all non-supervisory blue collar employees of the City of Cape May (City) (Dkt. No. RO-2021-035) and a unit of all non-

supervisory white collar employees of the City (Dkt. No. RO-2021-037). Both petitions were accompanied by adequate showings of interest. Both petitioned-for units are currently represented for collective negotiations purposes by Government Workers Union (GWU).

On December 23, 2020, we sent a letter to the City, with a copy to CWA, scheduling a telephone investigatory conference for January 11, 2021 regarding the blue collar unit (Dkt. No. RO-2021-035). A letter was also sent to GWU, advising of the date of the conference and that its failure to submit a request to intervene may result in its exclusion from participation in the conference. On December 30, 2020, we sent a letter to the City, with copy to CWA, scheduling a telephone investigatory conference for January 19, 2021 regarding the petitioned-for white collar unit (Dkt. No. RO-2021-037). Again, a letter was also sent to GWU, advising of the date of the conference and that its failure to submit a request to intervene may result in its exclusion from participation in the conference. CWA requested that the telephone exploratory conferences for both matters be conducted on the same date. CWA's request was approved and all parties were advised that a telephone exploratory conference for both matters would be held on January 11, 2021.

On December 31, 2020, the City filed the requisite Certifications of Posting for both units. On January 7, 2021,

the City provided a list of employees meeting the proposed unit descriptions, confirming the adequacy of CWA's showings of interest. N.J.A.C. 19:11-2.6. The list indicated that there are about thirty City employees in the blue collar unit and about thirteen City employees in the white collar unit. On December 30, 2020, the City provided the collective negotiations agreements (CNAs) it signed with GWU. The CNAs for both units extended from January 1, 2017 through December 31, 2020. (CWA's petition, "filed after end of the third year of the agreement," is timely; N.J.A.C. 19: 11-2.8(d)).

On January 8, 2021, GWU filed a request to intervene in both petitions. Intervention was approved, based on GWU's most recent CNAs with the City. N.J.A.C. 19:11-2.7(b)(2). GWU also advised that it would consent to secret ballot elections in both matters.

On January 11, 2021, a telephone exploratory conference was conducted regarding both representation petitions. All parties verbally agreed to mail ballot elections for the respective units. On January 12, 2021, Consent Agreements for those elections were forwarded to the parties for signature. On the same date, the City executed and returned both Consent Agreements. On January 15, 2021, CWA executed and returned both Consent Agreements. Follow-up emails were sent to GWU on January 19 and again on January 21, 2021 requesting signed Consent

Agreements. On January 22, 2021, GWU advised that it would not consent to mail ballot elections<sup>1/</sup>.

On January 21, 2021, GWU filed an unfair practice charge (Dkt. No. CO-2021-148) against the City, alleging that it engaged in bad faith negotiations and dealt directly with unit employees. GWU asserts that the City's actions have undermined unit employees' confidence in and support of GWU. Specifically, the charge alleges that on May 6, 2020 a GWU representative emailed City Manger Jerry Inderwies, requesting the status of a previously negotiated wage increase for an unspecified white collar unit employee. Inderwies allegedly replied that the increase couldn't be paid at that time. The charge alleges that on June 25, 2020, GWU President David Tucker emailed Inderwies, requesting that the City continue collective negotiations. Inderwies allegedly replied that the City could not bargain ". . . at this time." On November 4, 2020, Tucker allegedly emailed Inderwies, requesting to continue negotiations and a December 10, 2020 meeting was scheduled. The charge alleges that in advance of the meeting, GWU became aware that Inderwies, ". . . had been discussing negotiable benefits of employment with GWU members. GWU had no notice of these meetings." The charge alleges that in the December 10, 2020 meeting, Inderwies admitted

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<sup>1/</sup> GWU was provided a deadline of January 25, 2021 to formally file its objections to the mail ballot elections. GWU failed to submit any writing.

to David Tucker, GWU President, that he had met and bargained individually with [unit employees] Robert McCloskey, Len Benstead, Daniel Shustack, Jason Dilworth and Joseph Mendo, among suspected others. The charge alleges that Inderwies admitted to increasing employee salaries, pursuant to those meetings, without notice to or consultation with GWU. The City's actions are alleged to violate section 5.4a(1), (2) (3), (5), (6) and (7)<sup>2/</sup> of the New Jersey Employer-Employee Relations Act (Act), N.J.S.A. 34:13A-1 et seq.

On January 25, 2021, GWU filed a written request (with copies to the City and CWA), to halt the processing of the representation petitions and block any elections, pending resolution of the unfair practice charge. In response, the assigned Commission staff agent set a February 1, 2021 deadline any brief to be filed by GWU and a and February 8, 2021 deadline

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<sup>2/</sup> These provisions 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. (2) Dominating or interfering with the formation, existence or administration of any employee organization. (3) Discriminating with regard to hire or tenure of employment or any term or condition of employment to encourage or discourage employees in the exercise of the rights guaranteed to them by this act. (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. (6) Refusing to reduce a negotiated agreement to writing and to sign such an agreement. (7) Violating any of the rules and regulations established by the commission."

for any responses to be filed by the City and CWA. The parties were advised that the briefs must be supported by citations to legal authority and certifications from persons with personal knowledge of relevant facts. The parties were further advised of the standard for blocking requests set forth in Atlantic City M.U.A., D.R. No. 2020-1, 46 NJPER 44 (¶11 2019).

On February 1, 2021, GWU filed and served its brief in support of its blocking request, accompanied by a certification of GWU President, David Tucker (Tucker), with several exhibits: a printed copy of email exchanges concerning purported delays in the promotion of a named unit employee and the scheduling of continuing collective negotiations; a printed email setting forth purported disparaging comments regarding GWU's business agent; and a copy of a letter advising GWU of an employee's intention to withdraw membership from the union. Tucker certifies that in the December 10, 2020 negotiations meeting with Inderwies and City labor counsel, and responding to his assertion that Inderwies ". . . had engaged in direct dealing" with several employees, they ". . . admitted the direct dealing with employees that resulted in two of the several instances, [with] two public works employees [having] received \$10,000 salary increases, each." He certifies that during an unspecified period, several GWU members withdrew their membership, including Daniel Shustack and Jason Dilworth (an August 25, 2020 letter from Dilworth to Tucker

resigning his membership is attached as an exhibit; Dilworth wrote of his inclusion in "GWU middle management," a unit that is not the subject of either petition).

GWU also provided a printed email response dated June 25, 2020 to Tucker's earlier inquiry that day, ". . . to begin/finalize contract negotiations with GWU bargaining units." Inderwies wrote: "We still do not have a clear financial picture, it's too early in the summer season to see if our revenue will be close to what was projected. As an example, our revenue is down over \$900,000 from last year." GWU also filed a printed email from Inderwies to GWU Business Manager Bernard Madgey dated May 6, 2020 acknowledging the parties' discussion about a named employee's promotion but refusing approval during "the onset of COVID-19" and offering to resume discussion "at a later time." Finally, GWU submitted another email from Inderwies to Madgey dated October 15, 2020, refusing to provide a "departmental hearing" for three named employees charged with " a one day suspension." Inderwies also wrote this admonition: " I think your priority should be spent on the outstanding issues with other union members that the GWU fails to address."

On February 8, 2021, CWA filed a response to GWU's blocking request, including a certification of Adam Liebttag, President of CWA Local 1036, together with what is purported to be text message exchanges between Tucker and Vinnie Howard, a former

steward and bargaining representative for GWU. Liebttag certifies that a blue collar unit employee and a white collar unit employee sought information from him about CWA in December, 2020, expressing dissatisfaction with GWU. Liebttag certifies that CWA authorization cards were distributed to City employees at informational meetings in December, 2020. In its brief, CWA argues that GWU relies on vague and unsupported assertions, and hearsay, to support its blocking request. CWA contends that GWU's allegation regarding bad faith in negotiating a successor agreement does not provide a basis for blocking the elections. CWA avers that after GWU's June, 2020 request to negotiate, to which the City Manager replied on the same date, GWU did not again request to negotiate until November, 2020. Thereafter, negotiations were scheduled for December, 2020. CWA further argues that no competent evidence of direct dealing has been provided, and that discussions of promotions are not direct dealing because promotions are not a mandatorily negotiable subject.

On February 8, 2021, the City filed a brief in response to GWU's blocking request. It wasn't accompanied by any certification or affidavit(s) with respect to any alleged facts or the authenticity of exhibits.

On March 4, 2021, GWU filed an unsolicited supplemental letter, together with a news article (from "Cape May Sentinel")

of the same date. The letter, purportedly highlighting the article, avers that now-former City Manager Inderwies provided "secret, unapproved" salary raises to certain City employees, including Daniel Shustack (a white collar employee who withdrew from GWU membership after receiving increases and was promoted to "middle management"); Nancy Mahon (a white collar unit employee and GWU representative, who withdrew her support after receiving pay raises); Edie Kopsitz (a white collar unit employee), who withdrew her support and Theresa Stickle (a white collar unit employee). The letter also avers that blue collar unit employees Len Benstead and Robert McCloskey each received a unilateral \$10,000 wage increase, plus "a title increase." The letter asserts that the payments, ". . . immediately precipitated the filing of [CWA] Local 1036 petition for blue collar employees."

A copy of the attached news article reports that in late, 2020, Inderwies authorized more than \$100,000 in payments to himself and five other City employees from ". . . a little-known and little-used account, the affordable housing trust fund, entitled the COAH account." It reports that in September, 2020, Inderwies wrote checks, ". . . to the six City employees for \$7814.99 each." It reports that in December 2020, ". . . the same six individuals, again including Inderwies, received another check for \$8500.00 for administrative work in 2020." Among named recipients of the \$16,314.00 total were Inderwies, Daniel

Shustack (purchasing agent), Lou Belasco (tax assessor, COAH liaison, flood plain coordinator); Nancy Mahon (keyboard clerk, fire official secretary); Edie Kopsitz (technical assistant to construction office); and Theresa Stickle (keyboarding clerk who received a \$2,910.18 check dated December 31, 2020).

On March 8, 2021, CWA and the City filed letters opposing GWU's unsolicited submission. CWA argues that the news article is hearsay and shouldn't be considered. CWA contends that even if compensation was paid, there has been no showing that it was the "proximate cause" of employees seeking an election months later. The City contends that GWU's filing is untimely and sets forth false information. It enclosed a copy of a June 8, 2020 letter from Daniel Shustack to Tucker advising of his withdrawal from membership in GWU and a copy of a February 23, 2021 email from Tucker to a purported City representative (Catherine McMonagle) about a "Nancy Mahon transfer." Tucker wrote that Mahon, ". . . desires the position and accepts that salary," to which GWU ". . . has no objection to the transfer."

We have conducted an administrative investigation to determine the facts. N.J.A.C. 19:11-2.2. The disposition of the petitions is properly based upon our administrative investigation.

**ANALYSIS**

The Commission's policy is to expedite the processing of representation disputes so that the question of whether employees will be represented by either competing organizations or no organization can be resolved by the Commission's secret ballot election mechanism. Berkeley Tp., D.R. No 2009-6, 34 NJPER 422, 423 (¶131 2008).

The filing of an unfair practice charge or issuance of an unfair practice complaint will not automatically block the processing of a representation petition. A blocking charge procedure is not required by the Act nor by the Commission's rules. The decision whether an unfair practice charge will block the processing of a representation petition lies within the Commission's discretion. State of New Jersey, P.E.R.C. No. 81-94, 7 NJPER 105 (¶12044 1981).

The legal standard for determining whether an unfair practice charge should block the processing of a representation petition was set forth in State of New Jersey, and reaffirmed in Matawan-Aberdeen Reg. School Dist., P.E.R.C. No. 89-69, 15 NJPER 68 (¶20025 1988). The charging party must first request that the charge block the representation election(s). It must also submit documents showing that the conduct underlying the unfair practice prevents a free and fair election. The Director of Representation will exercise discretion to block if, under all of

the circumstances, the employees could not exercise their free choice in an election. See Atlantic City Convention & Visitors Authority, D.R. No. 2002-9, 28 NJPER 170 (¶33061 2002); Village of Ridgewood, D.R. No. 87-17, 6 NJPER 605 (¶11300 1980).

In State of New Jersey, the Commission adopted the following substantive factors in evaluating whether a fair election can be conducted during the pendency of an unfair practice charge:

The character and the scope of the charge(s) and its tendency to impair the employee's free choice; the size of the working force and the number of employees involved in the events upon which the charge is based; the entitlement and interests of the employees in an expeditious expression of their preference for representation; the relationship of the charging parties to labor organizations involved in the representation case; a showing of interest, if any, presented in the [representation] case by the charging party; and the timing of the charge. [NLRB Case Handling Manual, Section 11730.5] [7 NJPER at 109]

In applying these factors to a blocking request, we carefully evaluate the certifications and documents presented in support of a blocking request to determine whether the evidence is competent (and in particular, based on an affiant's personal knowledge).

River Vale Bd. of Ed., D.R. No. 2014-3, 40 NJPER 133 (¶50 2013); County of Monmouth, D.R. No. 92-11, 18 NJPER 79 (¶23034 1992); Leap Academy Charter School, D.R. No. 2016-17, 32 NJPER 142 (¶65 2006); Atlantic City Convention and Visitors Author.

For purposes of deciding the blocking effect of the charge, we assume the veracity of the statements within the certifications submitted by the parties. Ridgefield Bd. of Ed., D.R. No. 2012-6, 38 NJPER 246 (¶82 2012). However, we will not block an election where no facts are certified by a person with personal knowledge that demonstrate a nexus between the alleged unfair practice and the conduct of a free and fair election. Academy Urban Leadership Charter H.S., D.R. No. 2018-13, 44 NJPER 208 (¶60 2017) (“[C]onclusory statements, which are not based upon . . . personal knowledge cannot provide that nexus.”); Somerset Cty., D.R. No. 2016-1, 42 NJPER 87 (¶23 2015) (holding that speculation is not sufficient to support a blocking request and that the union’s allegation of the employer’s deliberate delay of negotiations was not supported by certifications or other documentary evidence); cf. Berlin Tp., D.R. No. 2011-3, 36 NJPER 379 (¶148 2010) (refusing to consider evidence from individuals who lacked personal knowledge of events).

In River Vale Bd. of Ed., the Director of Representation held that hearsay and double hearsay statements in a certification, “. . . cannot form a basis to block a representation election.” 40 NJPER at 135; cf. Monmouth County. The incumbent majority representative in River Vale Bd. of Ed. submitted a certification from its business agent to support a blocking request. The business agent’s certification alleged

that the employer actively recruited unit members to “decertify” the incumbent as a majority representative and communicated with unit members about plans to decertify the incumbent. No unit members were named in the certification and no members came forward with evidence or certifications attesting to the facts alleged by the business agent. The Director denied the incumbent’s blocking request, noting that the agent’s allegations “. . . were not supported by any facts certified by individuals with personal knowledge of those facts.” Id.; Mercer Cty. Sheriff D.R. No. 2015-4, 41 NJPER 501 (¶156 2015) (Director rejected a challenge by the incumbent union to a representation petition because the challenge was based largely on hearsay statements of the incumbent union president concerning allegedly improper communications between the petitioning union, employer and unit employees).

In contrast to River Vale Bd. of Ed., the Director in Atlantic City Convention and Visitors Auth. granted a blocking request supported by affidavits from unit members with personal knowledge of conduct by the employer that could prevent a free and fair election. Id., 28 NJPER at 171. There, the incumbent alleged that its unfair practice charge against the employer should have a blocking effect on a decertification petition because the employer allegedly threatened unit members with the loss of health benefits and other fringe benefits of unit members

who voted to retain their union. The employer was also alleged to have made statements to unit employees that it was prepared to grant bonuses and salary increases to employees if the union was decertified. In support of its blocking request, the incumbent organization submitted affidavits from unit members with personal knowledge of meeting times and locations where employer representatives had threatened the loss of health benefits and promised salary increases in exchange for their voting to decertify the union. In granting the blocking request, the Director noted that the supporting affidavits supplied by the incumbent "speak specifically" to the allegations about employer statements at such meetings and were based on personal knowledge.

GWU alleges that the City Manager had "bad mouthed" GWU and encouraged unit employees to leave the union. To support these assertions, GWU has filed only Tucker's certification, consisting of hearsay statements about events of which he has no personal knowledge. The only proffered basis for Tucker's knowledge is that he received "personal contact information by phone and in-person during visits to the workplace" of the purported "bad mouthing." Unlike circumstances in Atlantic City Convention and Visiting Auth., GWU has not presented any certifications from unit employees or others with personal knowledge of what is claimed to be, "bad mouthing." The only document provided by GWU to support Tucker's hearsay statements is a printed email sent by

the City Manager to GWU's business manager providing in part: "I think your priority should be spent on the outstanding issues with other union members that the GWU fails [to] address." It does not appear that this admonition falls outside the parameters of legitimate employer speech set forth in Black Horse Pike Reg. Bd. of Ed., P.E.R.C. No. 82-19, 7 NJPER 502 (¶12223 1981). Even if it does exceed that boundary, no facts indicate that unit employees received or had access to that communication. This sole document, together with Tucker's hearsay statements, are insufficient to support a blocking request.

The Commission will not block the processing of a representation petition based upon claims of bad faith negotiations without a showing of a nexus between the alleged violation and the potential for a free and fair representation election. Berlin Boro., D.R. No. 93-9, 19 NJPER 74 (¶24033 1992); Somerset Cty. (finding that no facts were submitted showing how voters' freedom to choose a representative would be influenced by the purported bad faith negotiations); compare Great S. Trucking Co. v. NLRB, 139 F.2d 984, 986-87 (4<sup>th</sup> Cir. 1944); NLRB v. P. Lorillard Co., 314 U.S. 512, 512-13, 62 S.Ct. 397, 397-98, 86 L.Ed. 380, 382-83 (1942), directing enforcement of In re P. Lorillard Co., 16 NLRB 684, 5 LRRM 259, 16 NLRB No.

69 (1939); NLRB v. George P. Pilling & Sons Co., 119 F.2d 32, 39 (3d Cir. 1941).<sup>3/</sup>

GWU alleges that while the City refused to negotiate, it dealt directly with unit members, resulting in unilateral wage increases and promotions. First, GWU hasn't provided any certifications or authenticated documents that tend to support the allegation that the City refused to engage in good faith negotiations. The documents provided show that Tucker emailed the City Manager on June 25, 2020, asking ". . . if the City has a clear enough picture to begin/finalize contract negotiations with the GWU bargaining unit." The City Manager directly replied the same day, emailing, "[W]e still do not have a clear financial picture, . . . ." The parties met on December 10, 2020 for collective negotiations, pursuant to Tucker's certification. GWU's proffer doesn't include any facts indicating that GWU requested the City to negotiate between June 26, 2020 and the December 10, 2020 meeting<sup>4/</sup>. These circumstances do not show

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<sup>3/</sup> In State of New Jersey, footnote #20, the Commission wrote that the NLRB, which investigates and prosecutes unfair labor practice charges, has a higher standard of proof (than the Commission) for complaint issuance, exercises discretion in deciding whether to block the processing of a representation petition. The Commission, in assuming the truthfulness of allegations in a "blocking charge", applies "even more discretion" to avoid abuse of the "blocking policy" by a party desirous of holding up an election by filing "a frivolous but serious-sounding charge."

<sup>4/</sup> GWU's unfair practice charge alleges that in November 2020,  
(continued...)

that any delay in negotiations was solely caused by the City or was otherwise indicative of bad faith.

GWU asserts that the City's direct dealing with unit employees immediately before the filing of the petitions, prevents free and fair elections. The Commission has generally found that the critical period to be examined in determining whether an employer's conduct has improperly interfered with employee free choice begins with the filing of a representation petition. Passaic Valley Sewerage Commission, D.R. No. 81-2, 6 NJPER 410 (¶11208 1980), adopted at P.E.R.C. No. 81-51, 6 NJPER 504 (¶11258 1980). However, we have found that pre-petition conduct can support a decision to block an election. Leap Academy Charter School, D.R. No. 2006-17, 32 NJPER 142 (¶65 2006) (conversations between an employer representative and petitioner's representative concerning negotiations issues, including salary, before the filing of the petition found to undermine the doctrine of exclusivity and the status of the majority representative in the eyes of unit employees, and may give a petitioner an unfair advantage in an election).

"Because compensation is mandatorily negotiable, a public employer cannot unilaterally set or change salaries. N.J.S.A. 34:13A-5.3; Englewood Bd. of Ed. v. Englewood Teachers Ass'n, 64

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4/ (...continued)  
GWU requested negotiations, resulting in the December 10, 2020 negotiations session.

N.J. 1 (1973).” Camden Cty., P.E.R.C. No. 94-121, 20 NJPER 282, 283 (¶25143 1994). As with other mandatorily negotiable terms and conditions of employment, salaries must be “collectively negotiated before they are established” (emphasis added).

Section 5.3. The City Manager’s purportedly admitted actions may violate the exclusivity principle in 5.3. D’Arrigo v. N.J. State Bd. of Mediation, 119 N.J. 74 (1990); Lullo v. Int’l Ass’n of Firefighters, Local 1066, 55 N.J. 409 (1970). See also City of Paterson, H.E. No. 2018-8, 44 NJPER 362 (¶102 2018) (violation of Act when public employer dealt directly with employees over salary increases tied to promotions and/or additional duties).

In J.I. Case Co. v. NLRB, 321 U.S. 332, 14 LRRM 501 (1944), the U.S. Supreme Court remarked upon the specter of individual agreements in the context of a collective bargaining agreement:

Advantages to individuals may prove as disruptive of industrial peace as disadvantages. They are a fruitful way of interfering with organization and choice of representatives; increased compensation, if individually deserved, is often earned at the cost of breaking down some other standard thought to be for the welfare of the group and always creates the suspicion of being paid at the long-range expense of the group as a whole. Such discriminations not infrequently amount to unfair labor practices.

[14 LRRM 504-505]

Tucker certifies that Inderwies admitted to him that he dealt directly with unit members that resulted in salary

increases or promotions.<sup>5/</sup> Specifically, Tucker certifies that on December 10, 2020, Inderwies “. . . admitted the direct-dealing with employees that resulted, in two of several instances, that two (2) public works employees received ten thousand (\$10,000) dollar salary increase, each.” The certification is unrebutted. Inderwies’s purported admission occurred around the same time that CWA was sought out by a City blue collar employee and a white collar employee, and when authorization cards were admittedly distributed by CWA. Under all of these circumstances, including the totality of conduct alleged in the charge, together with Tucker’s unrebutted certification, I find that a free and fair election cannot be conducted at this time. Accordingly, further processing of the two representation petitions filed by CWA seeking secret ballot elections in the City’s non-supervisory blue collar unit and non-supervisory white collar unit is pended while the unfair practice charge can be adjudicated.

A Complaint and Notice of Hearing shall be issued under separate cover. N.J.A.C. 19:14-2.1(a).

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<sup>5/</sup> Unilateral payments are referenced in the news article in “The Cape May Sentinel.” Of the employee recipients named in the article, three are white collar unit employees, pursuant to the list of unit employees provided by the City.

ORDER

Further processing of the petitions for certification of public employee representative filed by CWA (Dkt. Nos. RO-2021-035 and RO-2021-037) is blocked, pending litigation of unfair practice charge Dkt. No. CO-2021-148.

/s/Jonathan Roth  
Jonathan Roth  
Director of Representation

DATED: March 12, 2021  
Trenton, New Jersey

**A request for review of this decision by the Commission may be filed pursuant to N.J.A.C. 19:11-8.1. Any request for review must comply with the requirements contained in N.J.A.C. 19:11-8.3.**

**Any request for review is due by March 22, 2021.**