

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

NEW JERSEY TRANSIT, MERCER,

Respondent,

-and-

Docket No. CI-2016-035

AMALGAMATED TRANSIT UNION,
DIVISION 540,

Respondent,

-and-

JAMAR T. COLEY,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission denies the ATU's exceptions and adopts a Hearing Examiner's recommended decision and order finding that the ATU violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically subsections 5.4b(1), by arbitrarily handling Coley's termination grievance at the union meeting where the ATU membership voted not to pursue his grievance to arbitration and arbitrarily failing to file Coley's lunch break grievance. The Commission finds that the record supports the Hearing Examiner's finding that the ATU breached its duty of fair representation in its arbitrary presentation of Coley's grievance to the ATU membership, including failing to ensure the arbitration determination was made based on rational and objective criteria and failing to ensure Coley had a meaningful opportunity to advocate for himself by not providing him a copy of a video prior to the meeting and rejecting his request to show the video at the meeting. The Commission also finds that, as the record does not support that the ATU's arbitrary conduct impacted the arbitration vote or that Coley's grievance was likely to succeed in arbitration, the appropriate remedy is a cease and desist order and a notice posting.

This synopsis is not part of the Commission decision. It has been prepared for the convenience of the reader. It has been neither reviewed nor approved by the Commission.

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JAMAR T. COLEY,

Charging Party.

Appearances:

For the Respondent, New Jersey Transit, Mercer, Gurbir
S. Grewal, Attorney General (Frank Marasco, Deputy
Attorney General)

For the Respondent, Amalgamated Transit Union, Division
540, Oxfeld Cohen, P.C., attorneys (Arnold S. Cohen, of
counsel; Rachel Leigh Adelman, on the brief)

For the Charging Party, Law Office of Shiohban Royster,
LLC, attorneys (Shiohban Royster, of counsel)

DECISION

On June 11, 2021, the Amalgamated Transit Union, Division
540, (ATU) filed exceptions to a Hearing Examiner's Report and
Recommended Decision, H.E. No. 2021-10. In that decision,
Hearing Examiner Jonathan Roth found that the majority
representative, ATU, violated the New Jersey Employer-Employee
Relations Act (Act), N.J.S.A. 34:13A-1 et seq., specifically

5.4b(1),^{1/} by arbitrarily handling unit employee Jamar T. Coley's (Coley) termination grievance before the membership in a meeting at which a majority voted against proceeding to arbitration, and by arbitrarily failing to process another grievance on behalf of Coley. The Hearing Examiner dismissed Coley's unfair practice charges against his employer, New Jersey Transit, Mercer, (NJT) finding no facts supporting those allegations.

On February 5, September 23, and November 15, 2016, Coley filed an unfair practice charge and amended charges against NJT and ATU. The charge alleges that NJT's termination of Coley, and the procedures leading to it, violated the Act. The charge alleges that ATU violated the Act by failing to arbitrate his grievance, not providing him with discovery before his termination, and failing to file an August 20, 2015 grievance against NJT for his alleged working through a lunch break. On November 28, 2016, a Complaint and Notice of Pre-Hearing issued on Coley's allegations that NJT violated subsection 5.4a(1) and (3) of the Act and that ATU violated subsection 5.4b(1) of the Act. On March 5 and 6 and September 12 and 13, 2018, the Hearing Examiner conducted a hearing at which the parties examined witnesses and presented exhibits. All parties filed post-hearing briefs and the Respondents NJT and ATU filed reply briefs.

1/ This provision prohibits public employee organizations, their representatives, or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this act."

The Hearing Examiner found no facts in the record to support Coley's allegations that NJT violated the Act. (H.E. at 51). He found insufficient evidence to conclude that NJT's discharge of Coley and alleged failure to pay him for work during a break was in retaliation for Coley's protected activity. (H.E. at 52).

The Hearing Examiner held that ATU breached its duty of fair representation to Coley by arbitrarily handling his termination grievance at the union meeting where the membership voted not to pursue his grievance to arbitration. (H.E. at 46). He found that the ATU, through its officers and President Cribb, "failed to undertake any meaningful efforts to ensure that the members voting on whether to arbitrate Coley's discharge grievance were making that determination based on at least some rational and objective criteria." Id. The Hearing Examiner also found that ATU "failed to ensure that Coley had a meaningful opportunity to advocate on his own behalf and to educate the membership about the details of his discharge grievance" including by rejecting Coley's request to show the ATU members the NJT's video evidence. (H.E. at 47-48). He found disparate treatment in the handling of Coley's grievance as compared to President Cribb's comments in defense of another unit employee's discharge grievance at ATU's morning meeting the same day. (H.E. at 48-49).

The Hearing Examiner also found that ATU acted arbitrarily in failing to file Coley's lunch break grievance. (H.E. at 50). He found that Cribb believed that working through a lunch break violated the contract and knew Coley wanted the ATU to file a

grievance on the issue, yet Cribb failed to articulate a justification for not filing it and the record did not demonstrate that the ATU made a good faith evaluation that the grievance lacked merit. (H.E. at 50-51).

Finding that the ATU violated section 5.4b(1) of the Act by arbitrarily handling Coley's discharge and lunch break grievances, the Hearing Examiner issued a Recommended Order that the ATU cease and desist from arbitrarily processing grievances and from restraining or coercing employees in the exercise of the rights guaranteed by the Act, and that the ATU make a posting of the order. (H.E. at 53-56). The Hearing Examiner found that Commission case law on remedies in breach of duty of fair representation cases is largely undeveloped. (H.E. at 54). Reviewing the NLRB's competing models for remedies in such circumstances, the Hearing Examiner declined to recommend a make-whole remedy due to a lack of evidence to support the conclusion that Coley's grievances had arguable merit or would have resulted in a favorable arbitration determination. (H.E. at 54-55).

The ATU filed the following exceptions:

1. "The Hearing Officer's Decision Finding That ATU Violated Its Duty of Fair Representation Was Erroneous, Based on The Findings of Fact."
2. "Even if, Arguendo, ATU Violated its Duty of Fair Representation, it Cannot Be Liable to Coley for any Damages Due to the Insufficient Evidence That His Grievances Had Any Merit or That He Would Have Achieved a Favorable Result Had the Union Decided to Proceed to Arbitration."

As to exception 1, the ATU asserts that it represented Coley in good faith and as they would all other grievances. It argues

that it represented Coley through the first three steps of the grievance procedure and that he had the opportunity to persuade the ATU members to proceed to arbitration. It asserts that Coley's lack of access to the video was not arbitrary because a union representative had told him the video would not help his case. ATU argues that Cribb's decision to speak on behalf of another grievant and not Coley falls within a union's wide range of discretion to act based on its determination of a grievance's merits. It contends that it was largely understood that Cribb declined to comment on most members' grievance presentations.

As to exception 2, the ATU asserts that if found to have breached its duty of fair representation, it cannot be found liable to Coley for any damages because there was insufficient evidence that his grievances had merit or would have resulted in favorable determinations in arbitration. It argues that the record supports a finding that Coley would have been terminated by NJT for sleeping on the job regardless of the ATU's actions. Neither Coley nor NJT filed a response to ATU's exceptions.

The matter is now before the Commission to adopt, reject or modify the Hearing Examiner's recommendations. See N.J.A.C. 19:14-8.1(a). We preface our analysis of the ATU's exceptions with the standard we apply in reviewing the Hearing Examiner's Findings of Fact. We cannot review these findings de novo. Instead, our review is guided and constrained by the standards of review set forth in N.J.S.A. 52:14B-10(c). Under that statute, we may not reject or modify any findings of fact as to issues of

lay witness credibility unless we first determine from our review of the record that the findings are arbitrary, capricious or unreasonable or are not supported by sufficient, competent, and credible evidence. See New Jersey Div. of Youth and Family Services v. D.M.B., 375 N.J. Super. 141, 144 (App. Div. 2005) (deference due to fact-finder's credibility determinations and "feel of the case" based on seeing and hearing witnesses); Cavalieri v. PERS Bd. of Trustees, 368 N.J. Super. 527, 537 (App. Div. 2004).

Our case law is in accord. It is for the trier of fact to evaluate and weigh contradictory testimony. Absent compelling contrary evidence, we will not substitute our reading of the transcripts for a Hearing Examiner's first-hand observations and judgments. See Warren Hill Reg. Bd. of Ed., P.E.R.C. No. 2005-26, 30 NJPER 439 (¶145 2004), aff'd, 32 NJPER 8 (¶2 App. Div. 2005), certif. den., 186 N.J. 609 (2006); City of Trenton, P.E.R.C. No. 80-90, 6 NJPER 49 (¶11025 1980).

FACTS

We have reviewed the record. We adopt and incorporate the Hearing Examiner's findings of fact. (H.E. at 5-37). We offer a brief summary of the essential facts.

ATU is the exclusive majority representative for all drivers, garage employees, and certain salary personnel employed by NJT. NJT and ATU are parties to a collective negotiations agreement (CNA) effective from July 1, 2008 through June 30, 2010 that remained in effect during the applicable time period in this

case. The parties' CNA contains a three step grievance procedure after which, if the dispute or grievance remains unresolved, either party may make a written demand for arbitration to a Board of Arbitration. (NJT-1 at 6-7). The Charging Party, Jamar Coley, has been employed by NJT since 1994, became a full-time employee in 1996, and changed from being a bus driver to a bus repairman around 2000. Coley was a member of the ATU and regularly attended ATU meetings. Michael Cribb was a NJT bus operator and served as ATU President from 2007 until June 2017. Stephen Campbell was a NJT Depot Master and bus operator and served as ATU Vice President from 2010 through 2016.

There was consistent tension between Coley and President Cribb. At union meetings Coley regularly pressed Cribb to provide information regarding expenses and accused Cribb of misappropriating union funds. (H.E. at 9). Coley testified that Cribb refused to pursue grievances on his behalf because of his conduct at union meetings. Other witnesses corroborated Coley's testimony regarding tension between Coley and Cribb, Coley's questioning about union expenses, and Cribb's failure to process some legitimate grievances. (H.E. at 9-11). ATU members referred to Coley's efforts to educate them about their rights under the contract as the "Coley era." (H.E. at 15-16).

Coley and Vice President Campbell had a history of conflicts while they were both NJT bus drivers in the mid-to-late 1990's and dated the same woman whom Campbell later married. (H.E. at 11-13). During an off-duty altercation in 1997, Campbell and

Coley physically assaulted each other. They pressed charges against each other that they ultimately withdrew and later that year they apologized to each other. (H.E. at 12-13). In the year prior to Coley's August 2015 discharge, Coley testified against Campbell during a criminal court proceeding regarding Campbell's alleged pushing of a chair into an ATU member during a union meeting. Other ATU members observed tension and conflict between Coley and Campbell, including Campbell getting angry and aggressive towards Coley due to his persistent questioning of Cribb regarding union expenses. (H.E. at 14-15).

On August 19, 2015, Coley was on duty in a "pull-out" position that included acting as a "vault puller" who removes the cash vault from a bus. Campbell was Depot Master and was responsible for "end of day" tasks including accounting for all the funds from the buses and entering that information into the computer system. (H.E. at 18-19). On August 19, when Coley did not appear to retrieve the cash vault from the last bus to return to the garage, Campbell and Foreman David Calabrese began looking for him. (H.E. at 19). Campbell testified that he found Coley asleep on a bus around 2:50 a.m., and Calabrese's statement said he and Campbell both walked down the bus bays and discovered Coley sleeping around 2:50 a.m. (H.E. at 19-20). Coley pulled the cash vault shortly after 3 a.m. (H.E. at 20).

When Superintendent Hall arrived at the Hamilton garage on August 19, 2015, he received Calabrese's write-up slip and witness statement about the incident. Hall also requested and

received a statement from Campbell that morning. (H.E. at 20-21). Hall testified to retrieving video of the foreman's desk, which showed Campbell giving Calabrese the vault puller device, Calabrese using the PA system, and Campbell and Calabrese walking somewhere off camera together. (H.E. at 21). Hall determined that Coley had been sleeping on the job and decided to discharge him. (H.E. at 22). On August 19, Coley received a "see-me" slip from Calabrese to appear on August 26, 2015 for the offense of "failure to follow standard rules/procedures - sleeping on duty." On August 20 Coley received a "see-me" slip from Calabrese for the offense of "conduct unbecoming - theft." (H.E. at 22-23).

ATU member Kenan Lloyd testified that after Coley had been fired, he saw Campbell walking through the shop with an unlit cigar in his mouth while talking to other senior employees about how it was "the end of the Coley era" and that they talked about it every day for some time after his discharge. (H.E. at 24).

The ATU filed a grievance on August 20, 2015 regarding Coley's alleged sleeping incident and the first step meeting for the discharge occurred the same day. (H.E. at 24). During the meeting, Hall informed Coley that he was being terminated based on Campbell and Calabrese's witness statements and a video. Shop Steward Neblett, who represented Coley during the meeting, did not have the witness statements beforehand and had not seen the video. (H.E. at 25-26). No ATU representative contacted Coley prior to his August 26, 2015 second step meeting and Coley had still not seen the video. Shop Steward Williams represented

Coley at the second step meeting. NJT representative Harris declined Coley's requests to see the video. (H.E. at 26-27). ATU President Cribb attended the third step meeting but testified to having no recollection of the details of the meeting. Williams informed Coley that his termination was upheld at the third step and that Cribb did not share any information with him about the meeting. (H.E. at 27-28).

At the ATU's September 1, 2015 meeting, ATU membership voted on whether to advance Coley's grievance to arbitration. At the time, ATU meetings convened on the first Tuesday of every month and consisted of a morning session and an evening session. At the morning session, Coley received information pertaining to his discharge, including a copy of the video referenced by Hall. (H.E. at 28-29). President Cribb denied Coley's request to show the video to the ATU members attending the morning meeting session. When Coley made his presentation in defense of his grievance at the morning meeting, he had not yet viewed the video he had received from ATU that morning. (H.E. at 30).

Cribb's presentation of Coley's grievance consisted only of a quick statement that they would vote on whether to arbitrate and that "all of those who want to vote for him can, all those who want to vote against him can." (H.E. at 30-31). There was another discharge arbitration vote at the same meeting and Cribb's presentation for that employee included a substantive defense and a claim that the discharge was unjust. (H.E. at 32). Coley testified that, unlike before other arbitration votes,

Cribb did not discuss the evidence against Coley or provide any substantive statement that would inform the members about the details of his grievance. (H.E. at 32). Cribb and Campbell testified that it was not typical for Cribb to make substantive preliminary statements about grievances prior to arbitration votes. (H.E. at 32-33). Cribb did allow Coley to present his own case to the ATU members, as was typical. (H.E. at 31-33).

Coley watched the video after the morning session and vote, concluded that the video did not support the discharge, and asked Cribb if the video could be shown to ATU members at the evening session of the ATU meeting. (H.E. at 32-33). Cribb again denied Coley's request to show the video. Coley himself informed membership at the evening session that the evidence did not support NJT's position. (H.E. at 33). The ATU members voted not to arbitrate Coley's discharge grievance. (H.E. at 31, 36).

Coley also requested that Shop Steward Neblett file a grievance on his behalf for allegedly working through his entire contractual lunch break on the same day, August 19, 2015, he was accused of sleeping on the job and stealing company time. (H.E. at 36). Neblett told Coley he would talk to President Cribb about filing the grievance. Cribb recalled Coley asking him to file it. (H.E. at 36-37). Cribb agreed with Coley that it would be a contract violation to work through a lunch break, but he admitted that he probably did not file the grievance with NJT and did not know why he did not file it. (H.E. at 37).

ANALYSIS

Section 5.3 of the Act empowers a union to negotiate on behalf of all unit employees and to represent all unit employees in administering the collective negotiations agreement. With that power comes the duty to represent all unit employees fairly in negotiations and contract administration. The standards in the private sector for measuring a union's compliance with the duty of fair representation were articulated by the United States Supreme Court in Vaca v. Sipes, 386 U.S. 171 (1967). Under Vaca, a breach of the statutory duty of fair representation occurs when a union's conduct towards a member of the negotiations unit is arbitrary, discriminatory or in bad faith. Id. at 191. The Commission and New Jersey courts have adopted the Vaca standard in deciding fair representation cases arising under the Act. See Belen v. Woodbridge Tp. Bd. of Ed., 142 N.J. Super. 486 (App. Div. 1976); Lullo v. International Ass'n of Fire Fighters, 55 N.J. 409 (1970); D'Arrigo v. New Jersey State Bd. of Mediation, 119 N.J. 74, 76 (1990); and Jersey City Housing Auth., P.E.R.C. No. 2015-70, 41 NJPER 477 (¶148 2015), aff'd, 43 NJPER 255 (¶77 App. Div. 2017). "The complete satisfaction of all who are represented is hardly to be expected" and "[a] wide range of reasonableness must be allowed a statutory bargaining representative in servicing the unit it represents, subject always to complete good faith and honesty of purpose in the exercise of its discretion." PBA Local 187, P.E.R.C. No. 2005-78, 31 NJPER 173 (¶70 2005) (citing Ford Motor Co. v. Huffman,

345 U.S. 330, 337-338 (1953)). A breach of the duty of fair representation violates subsection 5.4b(1) of the Act.

The duty of fair representation does not require a union to arbitrate every grievance. Essex Cty. (Miller), P.E.R.C. No. 2019-16, 45 NJPER 195 (¶50 2018); Passaic Cty. Support Staff Ass'n, P.E.R.C. No. 2015-23, 41 NJPER 169 (¶60 2014). However, a union should exercise reasonable care in investigating grievances and evaluate the merits of requests for arbitration in good faith. Middlesex Cty. and NJCSA, P.E.R.C. No. 81-62, 6 NJPER 555, 557 (¶11282 1980), aff'd, NJPER Supp.2d 113 (¶94 App. Div. 1982), certif. den., 91 N.J. 242 (1982); Carteret Ed. Ass'n, P.E.R.C. No. 97-146, 23 NJPER 390 (¶28177 1997); Jersey City Medical Center (Shine), P.E.R.C. No. 87-19, 12 NJPER 740 (¶17277 1986); and Trenton Bd. of Ed. (Salter), P.E.R.C. No. 86-146, 12 NJPER 528 (¶17198 1986). A union also "must treat individuals equally by granting equal access to the grievance procedure and arbitration for similar grievances of equal merit." OPEIU Local 133, P.E.R.C. No. 84-60, 10 NJPER 12 (¶15007 1983).

The Commission has also recognized that performance of the duty of fair representation may properly include a membership's consideration of and vote on whether a grievance should be taken to arbitration. ATU, Div. No. 821, P.E.R.C. No. 91-26, 16 NJPER 517 (¶21226 1990), aff'g H.E. No. 91-3, 16 NJPER 467, 470 (¶21201 1990); Distillery Workers Local No. 209, P.E.R.C. No. 88-13, 13, NJPER 710 (¶18263 1987) aff'g H.E. No. 88-8, 13 NJPER 683 (¶18254 1987); New Jersey Transit, D.U.P. No. 90-12, 16 NJPER 256 (¶21106

1990). Thus, a union cannot avoid its fair representation obligations by delegating the authority to make decisions to its membership. Because the union has selected the method for determination, it is underwriting its inherent fairness and is not immune from the consequences of its delegated decision-making process. Teamsters Local 315 (Rhodes & Jamieson), 217 NLRB 616 (1975), enfd., 545 F.2d 1173 (9th Cir. 1976).

Applying the above standards, we concur with the Hearing Examiner's legal conclusions that the ATU breached its duty of fair representation and violated section 5.4b(1) of the Act by arbitrarily handling Coley's discharge grievance. The record, including witness testimony and the Hearing Examiner's credibility determinations, supports the finding that the ATU "failed to undertake any meaningful efforts to ensure that the members voting on whether to arbitrate Coley's discharge grievance were making that determination based on at least some rational and objective criteria." (H.E. at 46). The record also supports the finding that the ATU arbitrarily "failed to ensure that Coley had a meaningful opportunity to advocate on his own behalf" by not providing him with the video prior to the union meeting and rejecting his request to show it at the meeting. (H.E. at 47-48). Additionally, whether arbitrary or based on personal hostility between Cribb and Coley, the record supports a finding that Coley received disparate treatment from ATU regarding his discharge grievance as compared to Cribb's

presentation during the same meeting supporting arbitration of another ATU member's discharge grievance. (H.E. at 48-49).

We also concur with the Hearing Examiner's conclusion that the ATU acted arbitrarily in failing to file Coley's lunch break grievance. ATU President Cribb, despite agreeing with Coley that the issue he sought to grieve constituted a contractual violation, did not file the grievance and had no explanation for failing to do so. The Commission has found that such inaction may constitute conduct that is arbitrary, discriminatory, or in bad faith and therefore breach the duty of fair representation. N.J. Sports & Exposition Auth. (Andes), P.E.R.C. No. 98-163, 24 NJPER 357 (¶29170 1998) (union determined grievant's termination was without just cause but failed to pursue grievance arbitration with no explanation); Washington Tp. Ed. Ass'n (Petrone), H.E. No. 2020-3, 46 NJPER 251 (¶60 2019) (union failed to request arbitration after representing that it intended to arbitrate).

While the record supports the Hearing Examiner's finding that the ATU's conduct in processing Coley's grievances was arbitrary, there is no evidence of arbitrary, discriminatory, or bad faith conduct by the ATU in the membership's actual vote on whether to arbitrate Coley's discharge grievance. The record does not indicate that ATU's arbitrary presentation of Coley's grievance, as compared to that of another ATU member's discharge grievance that same day, impacted the membership's vote or changed the outcome. The ATU gave Coley the opportunity to speak

to the membership prior to the vote, but his presentation apparently did not persuade a majority to vote for arbitration.

The record also does not support a finding that ATU's denial of Coley's access to and presentation of the video negatively impacted his arbitration vote. Although Coley believes the video does not support his termination, Hall testified that the video shows the supervisors walking off into the bus area to search for Coley after calling for him on the PA system. Calabrese and Campbell both testified to finding Coley sleeping in a bus, and the written documentary evidence produced at the time of the incident corroborates their testimony. Given these facts, and no video or other evidence to the contrary, the ATU membership's vote against arbitration was not unreasonable regardless of Cribb's arbitrary presentation of the grievance. Moreover, we find that even if ATU had voted to arbitrate, this record supports a finding that Coley's grievance did not have a high likelihood of success in arbitration. We therefore concur with the Hearing Examiner that the appropriate remedy under the circumstances is a cease and desist order and a notice posting.^{2/3/}

Based on the above, we deny the ATU's exceptions and adopt the Hearing Examiner's recommended decision and order.

^{2/} "The appropriate remedy for a breach of a union's duty of fair representation must vary with the circumstances of the particular breach." Vaca v. Sipes, 386 U.S. at 195.

^{3/} We note that Coley did not file exceptions to the Hearing Examiner's report or recommended order and remedy.

ORDER

The Amalgamated Transit Union, Division 540 is ordered to:

A. Cease and desist from: interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by the Act by arbitrarily processing grievances, particularly by failing to inform ATU members about the merits of Jamar Coley's discharge grievance before they voted on his request to proceed to arbitration and by failing to file his lunch break grievance.

B. Take this action:

1. Post in all places where notices to employees are customarily posted, copies of the attached notice marked as Appendix A. Copies of such notice shall, after being signed by the Respondent's authorized representative, be posted immediately and maintained by it for at least sixty (60) consecutive days. Reasonable steps shall be taken to ensure that such notices are not altered, defaced or covered by other materials.

2. Notify the Chair of the Commission within twenty (20) days of receipt what steps the Respondent ATU has taken to comply with this Order.

BY ORDER OF THE COMMISSION

Chair Weisblatt, Commissioners Bonanni, Jones and Papero voted in favor of this decision. Commissioner Ford recused himself. Commissioner Voos abstained from consideration.

ISSUED: September 30, 2021

Trenton, New Jersey



RECOMMENDED



NOTICE TO EMPLOYEES

PURSUANT TO

AN ORDER OF THE

PUBLIC EMPLOYMENT RELATIONS COMMISSION

AND IN ORDER TO EFFECTUATE THE POLICIES OF THE

**NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT,
AS AMENDED,**

Respondent Amalgamated Transit Union, Division 540 will cease and desist from:

Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by the Act by arbitrarily processing grievances, particularly by failing to inform ATU members about the merits of Jamar Coley's discharge grievance before they voted on his request to proceed to arbitration and by failing to file his lunch break grievance.

Docket No. CI-2016-035

Amalgamated Transit Union, Division 540
(Majority Representative)

Date: _____

By: _____

This Notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced or covered by any other material.

If employees have any question concerning this Notice or compliance with its provisions, they may communicate directly with the Public Employment Relations Commission, 495 West State Street, PO Box 429, Trenton, NJ 08625-0429 (609) 292-9830

APPENDIX "A"