

P.E.R.C. NO. 78-60

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BAYONNE BOARD OF EDUCATION &
THE BAYONNE FEDERATION OF
TEACHERS,

Respondents,

Docket No. CO-78-165-65

-and-

BAYONNE TEACHERS' ASSOCIATION,

Charging Party.

SYNOPSIS

In an unfair practice charge filed by the Teachers' Association, the Commission concludes that the Board of Education has violated N.J.S.A. 34:13A-5.4(a)(1) and (a)(5) by refusing to recognize the Association as the exclusive majority representative of negotiating unit employees for the purposes of the presentation and processing of all grievances after November 3, 1977, the date on which the Association was certified as the majority representative of the individuals in said negotiating unit. The Commission further concludes that the Federation of Teachers had violated N.J.S.A. 34:13A-5.4(b)(1) by continuing to insist upon the processing of grievances that it had initiated when it was the majority representative, after it had been deposed by the Association as the majority representative. The Commission concludes in part that it is clearly recognized in both the public and private sectors that no union other than the duly recognized or certified collective bargaining or negotiations representative retains any rights, however limited, under a collective negotiations agreement, e.g., it has no right to continue processing grievances, regardless of the circumstances, filed pursuant to a contract that it had negotiated once it has been deposed as majority representative and succeeded by another union.

The Commission orders the Board to cease and desist from processing grievances and/or arbitrations to which the Bayonne Federation of Teachers is participating as the employee representative, as long as the Teachers Association is the certified majority representative for unit employees; and affirmatively orders the Board to recognize the Teachers Association as the exclusive majority representative of the unit employees for the purpose of the presentation, processing, and adjudication of all grievances as

long as it is the recognized or certified majority representative of the unit employees; post appropriate notices; and notify the Chairman of the Commission, in writing, of the steps taken to comply with the order. The Commission further orders the Bayonne Federation of Teachers to cease and desist from the further processing, presentation, or adjudication of grievances or arbitrations, as a minority organization, that it had initiated when it was the majority representative of the unit employees.

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In the Matter of

BAYONNE BOARD OF EDUCATION &
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Docket No. CO-78-165-65

-and-

BAYONNE TEACHERS' ASSOCIATION,

Charging Party.

Appearances:

For the Bayonne Board of Education, John V. Gill, Esq.

For the Bayonne Federation of Teachers, Sauer, Boyle,
Dwyer, Canellis & Cambria, Esqs. (William A. Cambria,
on the Memorandum.

For the Bayonne Teachers' Association, Goldberg &
Simon, Esqs. (Gerald M. Goldberg and Louis P. Bucceri,
on the Brief).

DECISION AND ORDER

An Unfair Practice Charge was filed with the Public Employment Relations Commission (the "Commission") by the Bayonne Teachers' Association (the "Association") on February 2, 1978. The Association alleged that the Bayonne Board of Education ("the "Board") had engaged in conduct in violation of N.J.S.A. 34:13A-5.4(a)(1) and (a)(5) ^{1/}

^{1/} These subsections prohibit 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. (5) Refusing to negotiate in good faith with a majority representative of employees in an appropriate unit concerning the terms and conditions of employment of employees in that unit, or refusing to process grievances presented by the majority representative."

by refusing to recognize the Association as the exclusive majority representative for all non-supervisory, certificated professional employees (excluding psychologists) employed by the Board for the purposes of collective negotiations and the presentation and processing of grievances by continuing to proceed with the processing of grievances with the Bayonne Federation of Teachers (the "Federation") through the level of arbitration after the Federation had been formally deposed as the majority representative, i.e., when the Association had been certified by the Commission as the exclusive majority representative. Furthermore the Association alleged that the Federation had violated N.J.S.A. 34:13A-5.4(b)(1) and (b)(5)^{2/} by continuing to process grievances that it had initiated when it was the majority representative (prior to November 3, 1977) after it had been deposed by the Association as the majority representative.

The Association's charge was accompanied by a request for interim relief with temporary restraints along with supportive documentation including a brief in support of its application. The Special Assistant to the Chairman, Stephen B. Hunter, having been delegated the authority to act upon these requests on behalf of the Commission, executed the proposed Order to Show Cause with Temporary Restraints on February 2,

^{2/} These subsections prohibit 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 ct. (5) Violating any of the rules and regulations established by the

1978 and said Order was made returnable on February 14, 1978. The Respondent Board and Respondent Federation were temporarily restrained from processing any and all grievances and/or arbitrations, including but not limited to the arbitration involving grievant Barbara Gallagher, that had been scheduled for February 6, 1978, at which the Federation intended to participate as the appropriate employee representative, until further order of the Commission. At the Order to Show Cause hearing conducted on February 14, 1978 the parties agreed voluntarily to the continuance of the above-mentioned restraints. At this hearing the parties further agreed that inasmuch as there appeared to be no substantial and material disputed factual issues and in the interest of an expeditious resolution of this instant matter, they would mutually agree to execute a complete Stipulation of Facts relating to this case, and after the issuance of the Complaint, would waive their rights to an evidentiary hearing in this matter and would further agree to waive an intermediate Hearing Examiner's Recommended Report and Decision. The parties agreed that this matter would be submitted directly to the Commission itself for its decision based on the formal pleadings, the entire record relating to the application for interim relief, briefs submitted by the parties and the following additional stipulations:^{3/}

^{3/} The four exhibits (A through D) referred to in the Stipulation of Facts are attached to this decision and made a part thereof.

1. The Charging Party, the Bayonne Teachers' Association, is the exclusive collective negotiations representative of all teachers, guidance counsellors, librarians, nurses and social workers employed by the Bayonne Board of Education, but excluding the superintendent, assistant superintendent, principals, vice principals, house directors, directors, department heads, administrators, director of nurses, psychologists, nonprofessional employees and all Board of Education personnel not certificated by the State Education Department, having been so certified by the Public Employment Relations Commission on November 3, 1977. (Ro-78-41).

2. The Bayonne Board of Education is a public employee within the meaning of the New Jersey Employer-Employee Relations Act. The Bayonne Federation of Teachers is an employee organization within the meaning of the Act who, prior to November 3, 1977, was the exclusive majority representative of the aforementioned employees.

3. Subsequent to November 3, 1977, and pursuant to the Certification of Representation issued by the Commission on November 3, 1977 the Association demanded that the Board recognize it as the exclusive representative of the above certified unit for the purpose of collective negotiations including, inter alia the processing and presentation of grievances and/or arbitrations as of November 3, 1977. The Association, until January 9, 1978, in order to resolve matters informally, had proposed that the Federation continue to process the grievances initiated by the Federation prior to November 3, 1977 through the arbitration level as long as a representative of the Association was present at the arbitration hearings and was given a copy of all documents pertaining to said arbitration.

4. The Board and the Association are currently involved in the negotiating of a successor collective negotiations agreement. The Board has not negotiated with the Federation concerning a successor agreement since the Association was certified on November 3, 1977.

5. Subsequent to November 3, 1977 the Board and the Federation have been involved in the processing of several grievances which were all initiated by the Federation prior to November 3, 1977, and which were

at various levels of the grievance resolution process when the Federation was formally deposed as majority representative. A grievance involving Barbara Gallagher and at least one other grievance had reached the arbitration level by November 3, 1977.

6. After informal discussions between representatives of the Association and the Board, counsel to the Association, in a letter dated January 9, 1978 (a copy of which is attached as Exhibit A and made a part hereof), demanded that the Board cease and desist from being involved in the processing of grievances being handled by the Federation. On January 10, 1978 a Board attorney addressed a letter to the counsel to the Association, stating in part that a decision would be forthcoming from the Board concerning the Association's demand. A copy of this letter is attached as Exhibit B and made a part hereof. Other letters, dated November 9, 1977 and December 13, 1977, from a Board attorney concerning this matter are attached hereto as Exhibits C and D.

7. Subsequent to the Board attorney's January 10, 1978 letter the Association was formally advised that the Board intended to proceed with the processing of grievances that had been initiated by the Federation and, more specifically, intended to proceed with an arbitration involving grievant Barbara Gallagher on February 6, 1978 as planned and other arbitrations as scheduled. The President of the Association on January 19, 1978 was invited by John Gill, a Board Attorney, to attend the February 6, 1978 arbitration hearing.

8. The Federation has not initiated any new grievances subsequent to November 3, 1977.

On March 9, 1978 the Commission's Director of Unfair Practice Proceedings issued a Complaint in the instant case after he had determined that the allegations of the charge, if true, might constitute unfair practices within the meaning of the New Jersey Employer-Employee Relations Act, (the "Act") as amended.

All briefs were submitted to the Commission by the parties by February 27, 1978 and this matter is now properly before the Commission for decision.

The Association contends that all relevant legal precedent mandates in pertinent part that, regardless of when a particular grievance was initiated, once it was certified as the majority representative of the unit employees by the Commission on November 3, 1978, it was the sole employee organization legally authorized to present or process grievances through the existing grievance procedure (which it had agreed to administer) to arbitration, if necessary. On this basis the Association concludes that both Respondents' refusal to recognize the Association as the exclusive representative of the affected employees for the purposes of processing grievances constitute unfair practices within the meaning of the Act.

The Federation, which recognizing that the Association is the exclusive majority representative for the purpose of collective negotiations and the initiation of grievances after November 3, 1978, submits that statutory objectives and policy considerations would best be served by permitting the Federation to continue the processing to completion of the grievances that it had initiated prior to the time that it had been deposed as the majority representative, especially those grievances, such as the Gallagher matter (which precipitated the filing of the instant charge), which had already reached the arbitration stage of the grievance procedure. In this regard the Federation in a letter brief dated February 10, 1978 states the following:

To change the agent processing the grievance at this time would be changing horses in midstream. It would be impossible for the new bargaining agent to have the benefit of the prior discussions between the

Federation and the Board during the early stages of the grievance procedures. The Federation, having conducted the grievance to the point of arbitration, would have a feel for the issues and the firsthand knowledge of the Board's position and factual basis in support thereof which the new agent could not hope to obtain if suddenly thrust into the arbitration process. Accordingly, in fairness to the individual grievant, the Federation should be permitted to bring the grievance to conclusion.

The Federation cited one Federal case, U.S. Gypsum Co. v. United Steelworkers of America, 384 F.2d 38 (5th Cir. 1967), cert. den. 88 S. Ct. 783 (1968), in support of its contention that there were certain limited circumstances when a decertified union could be permitted to process grievances.

The Board submitted no briefs or statements of position to the Commission concerning this instant Unfair Practice matter after the charge was filed on February 2, 1978. Correspondence between Board counsel and the President of the Association appended to the Stipulation of Facts (Exhibits B through D) would appear to establish that the Board representatives believed that it was legally permissible to at least proceed with pending arbitration cases instituted by the Federation prior to November 3, 1977 even after the Association was certified as a majority representative, unless there was a specific agreement for substitution of attorneys and substitution of representatives entered into between the Federation and the Association. As noted in the Stipulations of Fact one Board attorney did invite the Association President to attend the scheduled February 6, 1978 arbitration hearing involving the Board and the Federation.

After careful consideration of the entire record in this

proceeding the Commission determines consistent with considerable Federal private sector precedent^{4/} and specific prescriptions of the Act to be referred to hereinafter, that an employee organization does not retain any rights under a collective negotiations agreement, or otherwise, to administer a contract by presenting and/or processing grievances once that organization is decertified or otherwise loses its status as the majority representative of particular employees. We conclude that in this regard it is irrelevant whether the deposed majority representative initiated a particular grievance prior to the date that it was replaced by another organization as the majority representative. Once a particular employee organization is certified by the Commission as the majority representative of a unit of employees it is the only employee organization that may present or process grievances, regardless of the origin of those grievances. To rule otherwise, we find, would be to ignore the concept of exclusivity of representation in labor relations and compromise the statutory right of public employees to designate or select an exclusive representative for the purpose of collective negotiations and grievance processing and presentation^{5/} -- a right

4/ The Supreme Court has recognized that the New Jersey Employer-Employee Relations Act is patterned after the National Labor Relations Act and has sanctioned resort to the body of law and precedent surrounding that act for guidance in deciding cases brought under the New Jersey Act. Lullo v. International Association of Firefighters, 55 N.J. 409, 424 (1970).

5/ See N.J.S.A. 34:13A-5.3.

that is constitutionally based.^{6/}

It is clearly established Federal private sector precedent that no union other than the duly recognized or certified collective bargaining representative retains any rights, however limited, under a collective bargaining agreement,^{7/} e.g., it has no right to continue processing grievances, regardless of the circumstances, filed pursuant to a contract that it had negotiated once it has been deposed as majority representative and succeeded by another union. The United States Gypsum case, supra, cited by the Federation permitted, under the particular circumstances of that case, a decertified union to process grievances when there was no certified bargaining agent for the affected employees in existence. This case has no applicability to the instant matter where the Association immediately replaced the Federation as the majority representative pursuant to the Commission's Certification of Representative issued on November 3, 1977 and has sought to process those grievances originally initiated by the Federation.

Moreover, as alluded to before, Section 5.3 of the Act N.J.S.A. 34:13A-5.3 affirms in apposite part that

. . . nothing herein shall be construed to prevent any official from meeting with an employee organization for the purpose of hearing the views and requests of its members in such unit so long as (a) the majority

6/ Article I, Par. 19 of the New Jersey Constitution of 1947 provides that:

Persons in private employment shall have the right to organize and bargain collectively. Persons in public employment shall have the right to organize, present to and make known to the State, or any of its political subdivisions or agencies, their grievances and proposals through representatives of their own choosing.

7/ See e.g., Modine Manufacturing Co. v. Association of Machinists, 216 F.2d 326, 35 LRRRM 2003 (1954).

representative is informed of the meeting; (b) any changes or modifications in terms and conditions of employment are made only through negotiations with the majority representative and (c) a minority organization shall not present or process grievances. (Emphasis added.)

Although it is arguable that the term "present" in this context is synonymous with "initiate", the term "process" refers to the action of going through each of a succession of acts, events, or developmental stages to achieve a particular result,^{8/} i.e., any of the steps of a grievance procedure, including arbitration. The intent of this particular provision referred to above is clear to the Commission. A minority organization such as the Federation cannot proceed with an arbitration proceeding or any other aspect of the grievance process once it loses status as a majority representative to another employee organization.

In addition other sections of the Act reaffirm the principal of exclusivity of representation as it applies to grievance processing. N.J.S.A. 34:13A-5.3 also sets forth the right and duty of the majority representative to act for and represent the interests of all employees in the unit; and it establishes the obligation of public employers to meet with the majority representative to negotiate with respect to grievances and terms and conditions of employment.^{9/} N.J.S.A.

^{8/} Webster's Third New International Dictionary (1971).

^{9/} N.J.S.A. 34:13A-5.3 in apposite part states:

A majority representative of public employees in an appropriate unit shall be entitled to act for and to negotiate agreements covering all employees in the unit and shall be responsible for representing the interest

(continued)

34:13A-5.4(a)(5) lists prohibited unfair practices of employers.

N.J.S.A. 34:13A-5.4(a)(5), in part, makes it an unfair practice for an employer to refuse ". . . to process grievances presented by the majority representative.

The above cited statutory provisions have been considered by the N.J. Supreme Court to have been enacted in the exercise of ". . . the continuing power of the lawmakers to enact such further

9/ (continued from preceding page)

of all such employees without discrimination and without regard to employee organization membership. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established. In addition, the majority representative and designated representatives of the public employer shall meet at reasonable times and negotiate in good faith with respect to grievances and terms and conditions of employment.

When an agreement is reached on the terms and conditions of employment, it shall be embodied in writing and signed by the authorized representatives of the public employer and the majority representative.

Public employers shall negotiate written policies setting forth grievance procedures by means of which their employees or representatives of employees may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them, provided that such grievance procedures shall be included in any agreement entered into between the public employer and the representative organization. Such grievance procedures may provide for binding arbitration as a means for resolving disputes.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, grievance procedures established by agreement between the public employer and the representative organization shall be utilized for any dispute covered by the terms of such agreement.

statutes as may be compatible with Article I, Para. 19, to both substantively and procedurally flesh out the Constitutional guarantees."^{10/} The Supreme Court in Lullo, supra, affirmed the applicability of exclusive representation to the public sector in New Jersey; determined that the phrase in Article I, Para. 19, "representatives of their own choosing", meant the exclusive representative for purposes of collective negotiations; and concluded the following:

. . . the creation in section 7 (N.J.S.A. 34:13A-5.3) of an exclusive representative under the conditions stated therein is not repugnant to Article I, Para. 19 of the Constitution. Fairly construed, in light of the history of employer-employee relations, this section enhances, implements and effectuates the rights secured public employees to organize, present to and make known to their public employers their grievances and proposals through representatives of their own choosing. 55 N.J. at 430.

The Commission therefore concludes that the concept of exclusive representation for purposes of collective negotiations and grievance presentation and processing is constitutionally as well as statutorily based.^{11/}

For all of the above reasons, the Commission concludes that the Board has violated N.J.S.A. 34:13A-5.4(a)(5) by refusing to

^{10/} Lullo vs. International Association of Firefighters, 55 N.J. 409, 416 (1970), citing Board of Education of Union Beach v. N.J.E.A., 53 N.J. 29 (1968).

^{11/} A Commission decision, In re Dover Twp. Board of Education, P.E.R.C. No. 77-43, 3 NJPER 81 (1977) concluded, in accord with private and public sector precedent, that the adjustment of grievances was an integral part of the collective negotiations process and implied that to exclude a majority representative from the processing of grievances and to permit a minority organization to do so would involve the commission of an unfair practice. In this regard it is possible that the grievance process may result in the shaping of terms and conditions of employment. If a minority organization were permitted to

recognize the Association as the exclusive majority representative of the unit employees for the purposes of the presentation and processing of grievances. We also find in the instant matter that the Board's violation of N.J.S.A. 34:13A-5.4(a)(5) has necessarily interfered with, restrained and coerced employees in the exercise of their rights under the Act, and we therefore further find that the Board has violated N.J.S.A. 34:13A-5.4(a)(1).

The Commission further concludes that the Federation has violated N.J.S.A. 34:13A-5.4(b)(1) by continuing to insist upon the processing of grievances that it had initiated when it was the majority representative, after it had been deposed by the Association as the majority representative. The Commission does not conclude that sufficient evidence has been proffered to establish that the Federation also violated N.J.S.A. 34:13A-5.4(b)(5); therefore, that portion of the Complaint is dismissed.

11/ (continued from preceding page)

process grievances, it could be involved in an extension of the collective negotiations process at the same time that the majority representative was attempting to negotiate terms and conditions of employment with a public employer. This situation would contravene the concept of exclusivity and would be disruptive of employer-employee peace -- the promotion of which is a primary objective of the Act (N.J.S.A. 34:13A-2).

ORDER

For the above stated reasons, we find that the Bayonne Board of Education has violated N.J.S.A. 34:13A-5.4(a)(1) and (a)(5) and,

IT IS HEREBY ORDERED that said Board:

(1) Cease and desist from interfering with, restraining or coercing employees in the exercise of rights guaranteed to them by the Act by processing grievances and/or arbitrations including but not limited to the arbitration involving grievant Barbara Gallaher, at which the Bayonne Federation of Teachers is participating as the employee representative.

(2) Take the following affirmative action which is deemed necessary to effectuate the policies of the Act:

(A) Recognize the Bayonne Teachers' Association as the exclusive majority representative of the unit employees for the purpose of the presentation, processing and adjudication of all grievances as long as it is the recognized or certified majority representative of unit employees including all pending grievances and matters submitted to binding arbitration that may have been initiated by the Bayonne Federation of Teachers.

(B) Post at its central office building in Bayonne, New Jersey and at all the schools in the school district copies of the attached notice to public employees. Copies of said notice, on forms provided by the Commission, shall, after being signed by Respondent's representative, be posted by the Respondent immediately upon receipt thereof and maintained by it for a period of at least

sixty (60) consecutive days thereafter in conspicuous places where notices to its employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that such notices are not altered, defaced or covered by any other material.

(C) Notify the Chairman, in writing, within twenty (20) days from the receipt of this Order what steps have been taken to comply herewith.

Furthermore, for the above stated reasons, we find that the Bayonne Federation of Teachers has violated N.J.S.A. 34:13A-5.4(b)(1) and,

IT IS HEREBY ORDERED that said organization:

(1) Cease and desist from the further processing, presentation, or adjudication of grievances or arbitrations, as a minority organization, that it had initiated when it was the majority representative of the unit employees.

(2) Take the following affirmative action which is deemed necessary to effectuate the policies of the Act:

Notify the Chairman, in writing, within twenty (20) days of receipt of this Order, what steps have been taken to comply herewith.

BY ORDER OF THE COMMISSION



Jeffrey B. Tener
Chairman

Chairman Tener, Commissioners Forst, Hartnett, Hurwitz and Parcels voted for this decision. None opposed. Commissioner Hipp abstained.

DATED: Trenton, New Jersey
March 16, 1978
ISSUED: March 20, 1978

Goldberg, Simon & Selikoff
Counsellors at Law

1200 Route 46

Clifton, New Jersey 07013

(201) 773-5665

January 9, 1978

THEODORE M. SIMON
GERALD M. GOLDBERG
MEMBERS OF N.J. AND N.Y. BARS
JOEL S. SELIKOFF
MEMBER OF N.J.
AND D.C. BARS

LOUIS P. BUCCERI
JEFFREY S. LADEN
ARTHUR H. GUSOFF

1200 EAST HARTON PIKE
CHERRY HILL, NEW JERSEY 08034
(609) 428-2883

131 LANDING ROAD
LANDING, NEW JERSEY 07850
(201) 398-1065

Reply to

Clifton

John V. Gill, Esq.
D'Alessandro & Gill, Esqs.
70 Sip Avenue
Jersey City, New Jersey 07306

Re: Refusal to negotiate with the Bayonne
Teachers' Association

Dear Mr. Gill:

At the request of a representative of the Bayonne Teachers' Association, I am writing to you regarding your client's refusal to cease negotiation and grievance processing with the Bayonne Federation of Teachers, as well as its refusal to begin negotiating and processing grievances solely with the Bayonne Teachers' Association. As you know, the association has been duly certified by the Public Employment Relations Commission (PERC) as the exclusive collective negotiations representative for teachers in Bayonne. Given this fact, your client's refusal to negotiate with the association and its continued dealings with the Federation are utterly inexcusable. The applicable statute is quite clear as to the exclusive authority of the certified representative. N. J. S. A. 34:13A-5.3. This exclusive authority includes grievance processing as well as other forms of collective negotiation.

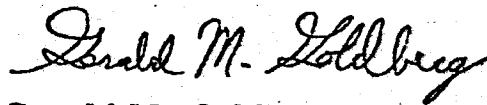
Pursuant to Lullo v. International Association of Firefighters, 55 N. J. 409, 424 (1970) and In Re Galloway Township Board of Ed. and Galloway Township Education Assn., 2 NJPER 254 (PERC 1976), it is appropriate to look to Federal Law for guidance in public sector labor relations matters. The federal cases make it clear that a newly

EyLbit A

certified employee representative takes over all of the duties and rights of such an organization, to the exclusion of any other organization, including a previous representative such as the Federation. An employer which refuses to recognize this fact and continues to deal with another organization, excluding the certified representative, is guilty of a grievous unfair labor practice. Retail Clerks v. Montgomery Ward, 316 F.2d 754 (7 Cir. 1963); Kenin v. Warner Bros. Pictures, Inc., 188 F.Supp. 690 (S.D.N.Y. 1960); Modine Mfg. Co. v. Association of Machinists, 216 F.2d 326 (6 Cir. 1954).

I would hope that this letter will serve to clarify the duty of the Bayonne Board of Education to deal exclusively with the Bayonne Teachers' Association as to negotiation and grievance processing. The board may have no dealings with the Federation except for the very restricted situation outlined in N. J. S. A. 34:13A-5.3. No negotiations or grievance processing may be conducted by the Federation with respect to the bargaining unit now represented by the association. If I can be of any service to you in facilitating this matter, please do not hesitate to contact our office.

Very truly yours,



Gerald M. Goldberg

GMG/LPB/d

cc: Mr. F. Pieroni

D'ALESSANDRO & GILL

ATTORNEYS AT LAW
70 SIP AVENUE
JERSEY CITY, N. J. 07306

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1/10/78
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DANIEL A. D'ALESSANDRO
JOHN V. GILL

(201) 633-4340

JOHN J. GROSSI
OF COUNSEL
(201) 633-2444

January 10, 1978

Goldberg, Simon & Selikoff, Esqs.
1200 Route 46
Clifton, New Jersey 07013

ATTN: Gerald Goldberg, Esq.

RE: Bayonne Teacher's Association
Grievance Procedure

Dear Mr. Goldberg:

I am in receipt of your letter dated January 9, 1978. I must correct a mistaken idea present in your letter. The Bayonne Board of Education is currently negotiating a contract with the Bayonne Teacher's Association and has never refused to do so.

The main problem is with the grievance procedure. The Board is confronted with a situation where both groups insist on handling current grievances. It has been the feeling of myself and Mr. Pagano, who is chief counsel for the Board, that this is a dispute that should be resolved by the Association and the Federation.

I will fully consider the law and cases cited by you and make a recommendation to the Board of Education as to what are position should be. I will notify you and the Association what are position is as soon as that decision is made.

Very truly yours,

D'ALESSANDRO & GILL

John V. Gill
John V. Gill

JVG:jh

1/13/78
cc: ATEA

~~Bayonne Teacher's Assn~~

Exhibit B



JOHN J. PAGANO
COUNSEL

BOARD OF EDUCATION

LAW DEPARTMENT
HIGH SCHOOL ANNEX
AVENUE A & 29TH STREET
BAYONNE, N. J. 07002

437-3000
EXT. 746

December 13, 1977

Mr. William F. Carroll, Jr.
President - BTA

Dear Mr. Carroll:

In reply to your letter addressed to Mr. Doria, please be advised I will adhere to my letter of November 9th, 1977, in particularly:

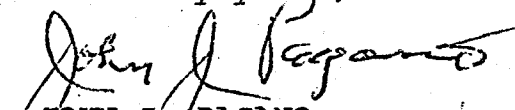
"Pending arbitration cases instituted by the Bayonne Federation of Teachers shall proceed unless there is an agreement for substitution of attorneys and substitution of representatives between the Bayonne Federation of Teachers and the Bayonne Teachers Association.

In pending arbitration cases, I will adhere to the above."

I disagree with your last paragraph of your letter.

Thank you,

Sincerely yours,


JOHN J. PAGANO
Board Counsel

JJP:mtm

cc:- Pres. Doria
All Trustees
Mr. W. Hin - Supt. of Schools
Mr. J. Murphy - Asst. Supt. of Schools
Miss M. Bayroff

EXH "C"

~~3878~~
436-3848



BOARD OF EDUCATION

LAW DEPARTMENT
HIGH SCHOOL ANNEX
AVENUE A & 29TH STREET
BAYONNE, N. J. 07002

JOHN J. PAGANO
COUNSEL

November 9, 1977

437-3000
EXT. 746

Mr. William G. Hin,
Superintendent of Schools.

Dear Mr. Hin:

In reply to your letter of November 7, 1977 wherein you advise me that the Bayonne Teachers Association has been certified as the bargaining agent representing all the teachers of the Bayonne school district, this is to inform you and all others that the bargaining agent for the teachers in the Bayonne school district is the BAYONNE TEACHERS ASSOCIATION/NJEA. All dealings shall be through that organization.

Pending arbitration cases instituted by the Bayonne Federation of Teachers shall proceed unless there is an agreement for substitution of attorneys and substitution of representatives between the Bayonne Federation of Teachers and the Bayonne Teachers Association.

In pending arbitration cases, I will adhere to the above advice.

Thank you.

Sincerely yours,

JOHN J. PAGANO,
Board Attorney.

JJP:d

- CC: President Doria and All Trustees
- Mr. John Gill, Ass't Board Attorney
- Mr. Gabriel J. Stabile, Ass't Supt.
- Mr. James H. Murphy, Ass't Supt.
- Mr. Joseph G. Skutnick, Board Secretary
- Bayonne Federation of Teachers, Att: Molly Bayroff
and Mr. Currao
- Bayonne Teachers Association, Att: Mr. Carroll ✓

EXH. "D"

NOTICE TO ALL 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

We hereby notify our employees that:

WE WILL recognize the Bayonne Teachers' Association as the exclusive majority representative of the unit employees for the purpose of the presentation, processing and adjudication of all grievances as long as it is the recognized or certified majority representative of unit employees including all pending grievances and matters submitted to binding arbitration that may have been initiated by the Bayonne Federation of Teachers.

BAYONNE BOARD OF EDUCATION AND THE
BAYONNE FEDERATION OF TEACHERS

(Public Employer)

Dated _____

By _____

(Title)

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 Jeffrey B. Tener, Chairman, Public Employment Relations Commission, P.O. Box 2209, Trenton, New Jersey 08625 Telephone (609) 292-6780