

P.E.R.C. NO. 2017-29

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

WEST MORRIS REGIONAL HIGH
SCHOOL BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-2016-081

WEST MORRIS REGIONAL EDUCATION
ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission determines the negotiability of a contract clause setting forth specific school year start and end dates in an expired collective negotiations agreement between the Board and the Association. The Commission holds that the disputed clause cannot be maintained in a successor agreement because the setting of a school calendar is a non-negotiable managerial prerogative.

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.

P.E.R.C. NO. 2017-30

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF PERTH AMBOY,

Respondent,

-and-

Docket No. CO-2015-059

PERTH AMBOY POLICE BENEVOLENT
ASSOCIATION LOCAL 13,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission adopts a Hearing Examiner's recommended decision denying the PBA's motion for summary judgment as to its unfair practice charge and granting the City's cross-motion for summary judgment. The PBA's charge alleged that the City violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically 5.4a(1), (2), and (5), by unilaterally changing its method of calculating paid time off for military leave, causing two unit members to exhaust their statutory leave allotment more quickly. The Commission found that the PBA was bound by the calculation method, having entered into an agreement consenting to the terms of a general order, which set forth the calculation method conspicuously and multiple times. The Commission also agreed with the Hearing Examiner that N.J.S.A. 38A:4-4 and N.J.S.A. 38:23-1 do not preempt the disputed calculation method in the sense that they do not specify a particular method for calculating when the statutory leave allotment is exhausted. The Commission noted that the PBA did not carry its burden of proving that the disputed method shortchanged the officers in terms of their statutory entitlement.

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P.E.R.C. NO. 2017-31

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TOWNSHIP OF HOWELL,

Petitioner,

-and-

Docket No. SN-2016-061

PBA LOCAL 228,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the Township's request for a restraint of binding arbitration of a grievance alleging that the Township violated the parties' negotiated agreement when it unilaterally changed its policy to ban the use of compensatory time off if it resulted in the payment of overtime to another police officer to cover a shift. The Commission holds that employee use of compensatory time off, even if it results in overtime pay to another employee, is mandatorily negotiable as long as it would not prevent the employer from fulfilling its staffing requirements or "unduly disrupt the operations of the public agency" per 29 U.S.C. § 207(o) (5).

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P.E.R.C. NO. 2017-32

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

SOUTH JERSEY TRANSPORTATION
AUTHORITY,

Petitioner,

-and-

Docket No. SN-2017-010

IFPTE LOCAL 196, CHAPTER 2,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants the request of the Authority for a restraint of binding arbitration of grievances contesting the Authority's promotion of certain candidates rather than the one allegedly most senior. The Commission found that the Authority has a managerial prerogative to promote the candidates it considers most qualified, whether or not they are the most senior. It also found that the IFPTE's procedural claim was moot given that the Authority agreed to meet with employees bypassed for promotion.

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P.E.R.C. NO. 2017-33

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BOROUGH OF OAKLAND,

Petitioner,

-and-

Docket No. SN-2017-007

PBA LOCAL 164,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants the request of the Borough for a restraint of binding arbitration of a grievance contesting the Borough's denial of an officer's request to take a vacation day the next day so he could work an on-the-side snow removal job. The Commission found that the Borough's ability to prepare for and respond to an impending snow storm would be substantially limited if it was required to grant the officer's request.

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P.E.R.C. NO. 2017-34

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

UNIVERSITY HOSPITAL (UMDNJ),

Petitioner,

-and-

Docket No. SN-2017-008

TEAMSTERS LOCAL 97,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the request of University Hospital for a restraint of binding arbitration of grievances contesting the Hospital's failure to provide the grievants with additional compensation for alleged out-of-title work. The Commission found that contract clauses requiring additional compensation for out-of-title work are mandatorily negotiable and legally arbitrable and that issues of contractual arbitrability are beyond the purview of a scope of negotiations petition.

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P.E.R.C. NO. 2017-35

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CLINTON TOWNSHIP BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-2017-012

CLINTON TOWNSHIP EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants the request of the Board of Education for a restraint of binding arbitration of a grievance contesting the withholding of a teacher's salary increment and the imposition of a corrective action plan. The Commission found that the reasons for the withholding and corrective action plan predominately involve an evaluation of teaching performance.

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P.E.R.C. NO. 2017-36

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

ATLANTIC COUNTY SHERIFF'S OFFICE,

Petitioner,

-and-

Docket No. SN-2016-072

PBA LOCAL 243,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants the County's request for a restraint of binding arbitration of a grievance contesting the County's use of private, armed security guards instead of PBA members to patrol certain areas within a County building. The Commission holds that notwithstanding an alleged past practice of using PBA members for the patrol, the decision to subcontract work currently performed by public employees to a private employer is not mandatorily negotiable.

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