

P.E.R.C. NO. 2018-20

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

POINT PLEASANT BEACH BOROUGH,

Petitioner,

-and-

Docket No. SN-2018-009

PBA LOCAL 106,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants in part, and denies in part, the Borough's request for a restraint of binding arbitration of a PBA grievance contesting the prorating of a unit member's sick and vacation leave due to his impending retirement before the end of the calendar year. Finding that N.J.A.C. 4A:6-1.3(a)2 preempts the granting of annual sick leave in excess of an employee's anticipated continued employment that year, the Commission restrains arbitration of the portion of the grievance concerning proration of sick leave. Finding that neither N.J.S.A. 40A:14-137.1, applicable to municipal police, nor the Civil Service regulations applicable to local government employees specifically prohibit the front loading of annual vacation leave or define when vacation leave is considered earned and accrued, the Commission declines to restrain arbitration of the portion of the grievance concerning proration of vacation leave.

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. 2018-21

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

COUNTY OF CAPE MAY,

Respondent,

-and-

Docket Nos. CO-2015-237

CE-2016-004

CAPE MAY COUNTY ASSISTANT
PROSECUTOR'S ASSOCIATION,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission grants the County's motion for summary judgment in an unfair practice case filed by the Association. The unfair practice charge alleged that the County violated the New Jersey Employer-Employee Relations Act (Act), N.J.S.A. 34:13A-1 et seq., by (1) rescinding a contract proposal for a successor collective negotiations agreement on December 18, 2014 as a result of the Association having filed a lawsuit on December 12, 2014 seeking to prevent the County from changing its employee health insurance program; (2) proposing a contract provision in March 2015 that would require Association members to assume the costs associated with the Cadillac tax under the Affordable Care Act; (3) not permitting the County Prosecutor to award promotions until the Association agreed to a contract; and (4) refusing to admit Association representatives to a health benefits focus group meeting held on June 3, 2015 by the County with other majority representatives of the County's employees. The Commission dismisses the complaint finding that the Association has produced insufficient evidence that there was a causal link between its filing of the lawsuit and the consequences that followed and that the County had a legitimate, non-retaliatory reason for withdrawing the contract proposal; that there is no evidence that the County was hostile to the Association because it would not agree to the elimination of the core plan or to the County's Cadillac tax proposal; and that it is not an unfair practice to invite some but not all employee representatives to a meeting to discuss health care options given that (1) the Association was not singled out for exclusion and (2) the County informed the Association that it would be invited to another meeting regarding the options at a later date.

The Commission also grants the Association's motion for summary judgment in an unfair practice case filed by the County. The unfair practice charge alleged that the Association violated the Act by obtaining the arrest records of a member of the County's negotiations committee and sharing them with other County employees for the purpose of harassing and intimidating the County's negotiations committee member and the committee and to gain an advantage in negotiations. The Commission dismisses the complaint finding that the County has failed to show that any Association member used or attempted to use the underlying arrest or related records to intimidate or harass anyone on the County's negotiations committee or to gain advantage in contract negotiations.

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P.E.R.C. NO. 2018-22

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF JERSEY CITY,

Petitioner,

-and-

Docket No. IA-2017-012

JERSEY CITY POLICE OFFICERS
BENEVOLENT ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission affirms an interest arbitration award establishing the terms of a successor agreement between the POBA and the City. The POBA appealed the award, arguing that with respect to longevity, contract duration, compensatory time, tour exchanges, vacation deferral, and injury and sick leave, the arbitrator did not require the City to satisfy the burden necessary to justify modification of existing terms and conditions of employment and placed almost exclusive reliance on internal comparability while ignoring the other statutory factors. The Commission holds that the arbitrator's award addressed all of the N.J.S.A. 34:13A-16g factors, adequately explained the relative weight given, was based on sufficient evidence, analyzed the evidence on each relevant factor, and did not violate N.J.S.A. 2A:24-8 and -9.

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P.E.R.C. NO. 2018-23

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

RUTGERS, THE STATE UNIVERSITY
OF NEW JERSEY,

Petitioner,

-and-

Docket No. SN-2018-001

HEALTH PROFESSIONALS and ALLIED
EMPLOYEES AFT/AFL-CIO, LOCAL 5094,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants Rutgers' request for a restraint of binding arbitration of a grievance filed by the Health Professionals and Allied Employees, AFT/AFL-CIO, Local 5094 contesting Rutgers' failure to immediately reinstate a member's health insurance benefits when she was rehired following her termination in a reduction in force. The Commission finds that arbitration is preempted by the State Health Benefits Program Act and its implementing regulations, which require two months of continuous full-time service in order to be eligible for coverage, and that the member was ineligible for immediate coverage due to her break in service.

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P.E.R.C. NO. 2018-24

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

SECAUCUS MUNICIPAL UTILITIES AUTHORITY,

Petitioner,

-and-

Docket No. SN-2018-008

TEAMSTERS LOCAL 11,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants the Authority's request for a restraint of binding arbitration of a grievance filed by the Teamsters contesting the procedures followed during a winter storm that resulted in two employees not being called in for overtime. The Commission finds that the Authority's decision not to call in additional employees on the two days in question was an exercise of its non-negotiable managerial prerogative to determine staffing requirements.

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P.E.R.C. NO. 2018-25

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

WARREN COUNTY COLLEGE,

Respondent,

-and-

Docket No. CO-2016-006

WARREN COUNTY COLLEGE
FACULTY ASSOCIATION,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission grants the College's request for special permission to review the Acting Director's decision in D.U.P. No. 2018-004 and affirms it to the extent set forth in the Commission's decision. The Acting Director issued a complaint with respect to the Association's unfair practice charge that the College violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically subsections 5.4a(1) and (5), by refusing to negotiate in good faith over the impact of March 10 policy revisions and by advising faculty that the College would not negotiate with the Association for a successor agreement as long as the then-President and Vice President of the Association remained in on the Association's Executive Board. Finding that the Association's amended charge satisfies the specificity requirements of N.J.A.C. 19:14-1.3(a)(3) and supports the issuance of a complaint with regard to the subsection 5.4a(1) claim, the Commission affirms that aspect of the Acting Director's decision. Finding that the interest of justice weighs in favor of allowing the subsection 5.4a(5) claim to proceed to hearing despite the Association's failure to provide a clear and concise statement of the facts within its second amended charge, the Commission affirms that aspect of the Acting Director's decision.

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