

P.E.R.C. NO. 2018-26

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TOWNSHIP OF WEST ORANGE,

Respondent,

-and-

Docket No. CO-2016-288

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
LOCAL 560,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission denies a motion and cross-motion for summary judgment filed by Local 560 and the Township, respectively, in an unfair practice case. Local 560's charge alleges that the Township violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically 5.4a(1) and (5), by unilaterally changing the timing of paychecks from weekly to bi-weekly. The Commission finds that there are genuine issues of material fact regarding whether the Township sought to negotiate before making the change and whether Local 560 waived negotiations.

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. 2018-27

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

DUMONT BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-2017-051

DUMONT EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants in part, and denies in part, the Board's request for a restraint of binding arbitration of a grievance contesting comments included in four teachers' observation reports. The Commission restrained arbitration with respect to the principal's initial comments expressing disappointment over the teachers' decision to leave a homework assistance club when the work day ended rather than remain 15 minutes more to its completion after having volunteered to do so. Conversely, the Commission declined to restrain arbitration with respect to the principal's statement that the teachers' decision "is unprofessional," finding that the district's evaluation instrument did not make professionalism an evaluative criterion and that the comment was disciplinary in nature.

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P.E.R.C. NO. 2018-28

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

POINT PLEASANT BEACH BOROUGH,

Petitioner,

-and-

Docket No. SN-2018-010

PBA LOCAL 106,

Respondent.

SYNOPSIS

The Public Employment Relations Commission, finding N.J.S.A. 11A:6-3(e) and N.J.A.C. 4A:6-2(g) to be preemptive, grants the Borough's request for a restraint of binding arbitration of a grievance contesting the Borough's application of carry-over limitations to the grievant's vacation leave pursuant to the statute and regulation.

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P.E.R.C. NO. 2018-29

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

WILLIAM TOOLEN, et al.,

Plaintiffs,

-and-

Docket No. MC-2017-001

STATE OF NEW JERSEY, et al.,

Defendants.

STATE TROOPERS FRATERNAL  
ASSOCIATION OF NEW JERSEY, et al.,

Plaintiffs,

-and-

Docket No. MC-2017-002

STATE OF NEW JERSEY, et al.,

Defendants.

SYNOPSIS

The Public Employment Relations Commission dismisses complaints filed by various majority representatives of collective negotiations units of law enforcement personnel employed by the State and the State Police. The complaints were filed in the Superior Court of New Jersey, Law Division, and transferred to the Commission by court order. The plaintiffs argue that, separate from any obligation under the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., to negotiate the payment of increments following the expiration of a collective negotiations agreement (CNA), there are state statutes contained in Titles 11A, 52, and 53 that mandate the payment of increments. The Commission finds that none of the cited statutes require the payment of salary increments during the hiatus between the expiration of one CNA and the commencement of a successor CNA.

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