

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

JESSICA PEREZ,

Appellant,

-and-

OAL Dkt. No. CSV 04266-18

Agency Dkt. No. 2018-2620

SUPERIOR COURT OF NEW JERSEY
(ESSEX VICINAGE),

Respondent.

In the Matter of

PROBATION ASSOCIATION OF NEW JERSEY
(PROFESSIONAL CASE RELATED UNIT),

Charging Party,

-and-

OAL Dkt. No. PRC 12437-18

PERC Dkt. No. CO-2018-073

NEW JERSEY STATE JUDICIARY,

Respondent.

SYNOPSIS

The Public Employment Relations Commission adopts the Initial Decision of the Administrative Law Judge (ALJ) finding that the settlement agreement between the parties meets the requirements of N.J.A.C. 1:1-19.1. The Association filed an unfair practice charge with the Commission alleging that Perez was improperly suspended from her employment and that her Weingarten rights were violated. The employee appealed the disciplinary action to the Civil Service Commission (CSC) and the appeal was transmitted to Office of Administrative Law (OAL). During the proceedings before the OAL, the parties reached a settlement resulting in the charging party withdrawing its unfair practice charge and all matters before the CSC. Having adopted the ALJ's Initial Decision approving the settlement, the matter will be transferred to the CSC for its consideration of the Initial Decision.

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.

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TRENTON BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-2019-023

TRENTON EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission determines the negotiability of contract clauses in an expired collective negotiations agreement between the Trenton Board of Education and the Trenton Education Association. The Commission finds not mandatorily negotiable: a provision allowing teachers' to opt out of using direct deposit of their paychecks; a provision requiring school administration to turn over students to law enforcement in cases of where a student assaults or threatens a school employee; a provision requiring written authorization by the principal prior to allowing misbehaving students, who have been removed from the classroom, to return; a provision concerning the handling of student discipline; a provision concerning the completion of teachers' final evaluations and the placement of information in teachers' personnel files; a provision requiring the Board to investigate and correct factual inaccuracies with teachers' evaluations; a provision prohibiting all public criticism of teachers by school officials; a provision limiting class size; a provision concerning teacher assignment; a provision concerning the Board's selection of textbooks and instructional materials; a provision requiring written notice prior to action being taken against a teacher upon a complaint; and a provision prohibiting teachers from being assigned cafeteria duty; a provision requiring the Board to fill a vacancy from among the top three ranking applicants; a provision requiring the Board to call for a substitute teacher.

The Commission finds mandatorily negotiable: a provision allowing teachers to remove misbehaving students from the classroom; a provision allowing for a nonbinding, advisory committee to consult on behavioral guides; a provision allowing teachers' evaluations to be subject to the grievance procedure

excluding binding arbitration; an advisory provision concerning achievement of teachers' professional development and educational improvement; an advisory provision concerning the placement of positive information in teachers' personnel files; a provision concerning a notice requirement prior to the placement of a complaint in teachers' personnel files; a provision which serves as a general statement of purpose concerning the hiring of aides to provide relief to teachers from non-instructional duties; and provisions concerning certain procedural requirements for filling vacancies and promotions.

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P.E.R.C. NO. 2019-47

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

MIDDLESEX BOROUGH BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-2019-026

MIDDLESEX EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the request of the Middlesex Borough Board of Education for a restraint of binding arbitration of a grievance filed by the Middlesex Education Association. The grievance contests the withholding of a teacher's increments for the 2018-2019 school year. The Commission concludes that this withholding is not based predominately on an evaluation of teaching performance but is limited to a teacher's alleged violation of the Board's fire drill procedures.

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P.E.R.C. NO. 2019-48

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF CLIFTON,

Petitioner,

-and-

Docket No. SN-2019-032

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 1158,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the request of the City of Clifton for a restraint of binding arbitration over the retraction of previously granted retiree health benefits. The Commission holds that an arbitrator may consider the IBEW's equitable estoppel claims to potentially overcome the Commission's finding that retiree health benefits were preempted by N.J.S.A. 40A:10-23. An arbitrator may determine whether the grievants were contractually entitled to the retiree health benefits they had been receiving, and, if so, whether principles of equitable estoppel apply to prevent the employer from terminating such benefits.

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P.E.R.C. NO. 2019-49

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

OCEAN COUNTY COLLEGE,

Petitioner,

-and-

Docket No. SN-2019-034

OCEAN COUNTY COLLEGE FACULTY
ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission determines the negotiability of two articles in the collective negotiations agreement between Ocean County College and the Ocean County College Faculty Association. The Commission finds mandatorily negotiable: a provision giving association members preference to faculty duties within their qualified discipline; and a provision giving preference to certain qualified faculty members to teach courses involving extra pay. These two articles are clauses for the preservation of unit work, which are mandatorily negotiable.

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P.E.R.C. NO. 2019-50

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

ASBURY PARK BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-2019-039

ASBURY PARK EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the request of the Asbury Park Board of Education for a restraint of binding arbitration sought by the Asbury Park Education Association. The Association alleges that the Board violated the parties' collective negotiations agreement when it did not renew a custodian's employment contract. The Board characterizes its decision as a non-renewal pursuant to N.J.S.A. 18A:27-4.1(b). The Association contends that the custodian's non-renewal was a disciplinary termination without just cause. The Commission finds that parties may agree to arbitrate allegedly unjust non-renewals and that it does not have jurisdiction to determine whether the parties' CNA excluded non-renewals from binding arbitration.

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P.E.R.C. NO. 2019-51

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

PHILLIPSBURG BOARD OF EDUCATION,

Respondent,

-and-

Docket No. TO-2019-006

PHILLIPSBURG EDUCATION ASSOCIATION,

Petitioner.

SYNOPSIS

The Public Employment Relations Commission grants the Phillipsburg Education Association's contested transfer petition alleging that the Phillipsburg Board of Education transferred a custodian between work sites for disciplinary reasons in violation of N.J.S.A. 34:13A-25. The Commission finds that a single verbal altercation between the custodian and the principal prompted the transfer, which occurred in close in time to the verbal altercation. Further, the Board did not show any staffing or operational need to transfer the custodian from the high school to the elementary school. The Board did not show that a more experienced custodian was needed at the elementary school or that there was any animosity between the custodian and the new lead custodian at the high school. The Commission finds the transfer was a means of discipline and orders the custodian back to the previous position and work site following the 2018-2019 school year.

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