

P.E.R.C. NO. 2020-54

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CAPE MAY COUNTY TECHNICAL HIGH
SCHOOL BOARD OF EDUCATION,

Respondent,

-and-

Docket No. CO-2019-055

CAPE MAY COUNTY TECHNICAL HIGH
SCHOOL EDUCATION ASSOCIATION,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission denies the Cape May County Technical High School Board of Education's motion for summary judgment on an unfair practice charge, filed by the Cape May County Technical High School Education Association, which alleges that the Board violated N.J.S.A. 34:13A-5.4a(1) and (3) when it reduced a unit member's 12-month secretarial position to a 10-month position in retaliation for engaging in protected activity. The Commission denies summary judgment because numerous material issues of fact are disputed, including whether the Board had a legitimate, non-retaliatory business reason for its action, and whether the Association consented to the Board's decision. The Commission remands the matter to a Hearing Examiner for a hearing.

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. 2020-55

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

COUNTY OF HUDSON,

Respondent,

-and-

Docket No. CO-2019-137

HUDSON COUNTY PBA LOCAL 334,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission adopts, with certain modifications, the Hearing Examiner's report and recommended decision granting Hudson County's motion for summary judgment and dismissing an unfair practice charge (UPC) filed by Hudson County PBA Local 334, which alleged that the County violated N.J.S.A. 34:13A-5.4a(1) and (3) by retaliating against a sheriff's officer for engaging in protected activity when the County transferred him from the Detective Bureau to the Cyber Crimes Unit and removed him from various overtime opportunities. The PBA filed exceptions to the Hearing Examiner's report and recommended decision. The Commission found that the portion of the UPC challenging the alleged retaliatory transfer was properly dismissed as untimely. The Commission found the portion of the UPC challenging the lost overtime opportunities was severable from the transfer, and thus, timely. However, the Commission concluded that the County's removal of the sheriff officer from the overtime opportunities, to accommodate a joint request by the FOP and PBA, was not retaliatory and did not constitute an unfair practice because it was unrelated to protected union activity.

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P.E.R.C. NO. 2020-56

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

NORTH HUDSON REGIONAL FIRE & RESCUE,

Petitioner,

-and-

Docket No. SN-2020-019

NORTH HUDSON FIRE OFFICERS ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the North Hudson Regional Fire and Rescue's request for a restraint of binding arbitration of North Hudson Fire Officers Association's grievance alleging that the Regional violated the parties' CNA when it temporarily reassigned Deputy Chiefs from an office duty schedule to a line duty work schedule due to temporary vacancies created by Line Deputy Chiefs' vacation leave. The Commission held that the FOA's grievance is mandatorily negotiable and legally arbitrable because it relates to the determination of work schedules, which are generally mandatorily negotiable absent evidence that such negotiations would substantively interfere with governmental policy making. The Commission found insufficient evidence that arbitration regarding the temporary reassignment of Staff Deputy Chiefs to provide vacation relief for Line Deputy Chiefs would substantially interfere with a government policy determination. Additionally, the Commission found that N.J.S.A. 11A:1-2(a)-(b) does not statutorily preempt arbitration over the FOA's grievance.

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P.E.R.C. NO. 2020-57

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF PLAINFIELD,

Petitioner,

-and-

Docket No. SN-2020-021

PLAINFIELD FIRE OFFICERS ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the request of the City of Plainfield to restrain arbitration of a grievance filed by the Plainfield Fire Officers Association (PFOA) on behalf of three retirees, all of whom had 25 years of service before retirement but not 20 years of service by June 28, 2011 (the effective date of Chapter 78). The PFOA sought to enforce language in the parties' collective negotiations agreement stating that the City would assume the expense of health insurance coverage for the retirees. The City asserted that retirees' health care contribution levels were preempted by Chapter 78. The Commission found that the contribution levels for these retirees were not set through preemption by Chapter 78 as they had all completed full implementation of the mandated four tiers of Chapter 78, and that an arbitrator could also decide whether they were subject to a minimum 1.5% contribution.

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STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

MADISON BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-2020-024

MADISON EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the request of the Madison Board of Education for a restraint of binding arbitration of a grievance filed by Madison Education Association, contesting the withholding of a teacher's salary increment for the 2019-2020 school year. The Commission finds the Board's stated reasons for the withholding, that during the 2018-2019 school year the teacher (1) left his class unsupervised to take personal calls, (2) conducted personal business online on a District device, and (3) left his class unsupervised to wrestle with a student, predominantly reflect disciplinary concerns. While the reasons given implicate poor classroom management in that students were left unsupervised during all three incidents, the Commission finds that predominantly was a result of the teacher's non-performance of his teaching duties at those times. The Commission further notes that the Board's concerns were not otherwise detailed in evaluations, memoranda, or observation reports. Finally, the Commission finds that the decision to wrestle a student is both inappropriate conduct subject to discipline and a strong indicator of poor teaching performance; but on balance, the reasons provided are predominantly disciplinary, and the dispute shall be resolved through the parties' grievance procedure, as per N.J.S.A. 34:13A-27c.

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P.E.R.C. NO. 2020-59

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-2020-031

UNION OF RUTGERS ADMINISTRATORS,
AMERICAN FEDERATION OF TEACHERS,
AFL-CIO,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies Rutgers, the State University of New Jersey's request for a restraint of binding arbitration of the Union of Rutgers Administrators, American Federation of Teachers, AFL-CIO's two consolidated grievances alleging that the University violated the parties' CNA when it unilaterally refused to appoint unit members to multiple jobs and did not pay overtime to employees who worked multiple jobs. The Commission found that the University's assertion that URA-AFT does not have standing to bring the grievances under the CNA is an issue of contract interpretation for the arbitrator to determine. Additionally, the Commission found that the University could have agreed to consider URA-AFT members for the positions at issue, and thus, excluding URA-AFT members from those positions was not an exercise of the University's managerial prerogative to establish threshold eligibility criterion. Lastly, the Commission found that the parties could have reached an agreement regarding compensation for unit employees who performed duties in the positions at issue, as issues of employee compensations are generally negotiable and legally arbitrable.

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