

P.E.R.C. NO. 2021-29

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

EWING LAWRENCE SEWERAGE AUTHORITY,

Respondent,

-and-

Docket No. CO-2021-099

COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO, LOCAL 1032,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission denies Ewing Lawrence Sewerage Authority's (Authority) motion for reconsideration of I.R. No. 2021-14. In that decision, a Commission Designee granted the Communications Workers of America, AFL-CIO, Local 1032's (CWA) application for interim relief, filed with its unfair practice charge (UPC), and ordered the rescission of the Authority's unilaterally imposed split work schedules for certain unit employees and reinstatement of the collective negotiations agreement's (CNA) work schedule. The Commission finds the Authority failed to establish extraordinary circumstances and that this case is not of "exceptional importance" warranting reconsideration of the Designee's decision. The Commission agrees with the Designee's finding that the Authority did not factually establish the necessity of unilaterally implementing the new split work schedule rather than negotiating a less disruptive means of separating the affected employees to comply with the Governor's COVID-19 directives.

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. 2021-30

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TOWNSHIP OF MILLBURN,

Petitioner,

-and-

Docket No. SN-2021-009

PBA LOCAL 34,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the Township of Millburn's (Township's) request for a restraint of binding arbitration of a grievance filed by PBA Local 34 (PBA). The PBA's grievance asserts that the Township violated the parties' collective negotiations agreement (CNA) when it refused to reimburse the Grievant's sick leave used during a quarantine period for COVID-19 ordered by the Township. The Commission finds that the PBA's grievance seeks reimbursement of sick leave under the parties' CNA, and it does not raise the Families First Coronavirus Response Act (FFCRA) as requiring restoration of the Grievant's sick leave. The Commission concludes that even if the Township has found the Grievant ineligible for sick leave reimbursement under the FFCRA, it retains the discretion to reimburse the Grievant's sick leave, and the PBA may arbitrate potential violations of the CNA.

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. 2021-31

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TOWNSHIP OF EDISON,

Petitioner,

-and-

Docket No. SN-2021-001

EDISON IAFF LOCAL 1197,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the request of the Township of Edison for a restraint of binding arbitration of a grievance filed by the Edison IAFF Local 1197, asserting the Township violated the parties' collective negotiations agreement when it implemented a COVID-19 travel quarantine policy exempting firefighters from entitlement to emergency paid sick leave under the federal Families First Coronavirus Relief Act (FFCRA), during leave taken pursuant to the quarantine policy. The Commission finds the Township's managerial prerogative to implement the quarantine policy is severable from the mandatorily negotiable issue of whether firefighters are entitled to be compensated during periods of leave taken in compliance with that policy; and the FFCRA does not otherwise preempt arbitration.

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. 2021-32

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF PLAINFIELD,

PETITIONER,

-and-

Docket No. SN-2021-023

PLAINFIELD MUNICIPAL EMPLOYEES
ASSOCIATION,

RESPONDENT.

SYNOPSIS

The Public Employment Relations Commission denies the City of Plainfield's (City's) request for a restraint of binding arbitration of a grievance filed by the Plainfield Municipal Employees Association (PMEA). The PMEA's grievance asserts that the City violated the parties' collective negotiations agreement (CNA) when it transferred the Grievant from a position in the Personnel Division to the Health Division based upon her alleged breach of confidentiality. The Commission concludes that the Grievant's transfer was predominately disciplinary in nature, as she was involuntarily transferred in close temporal proximity to a single incident of alleged misconduct, and it finds that the factual record did not support the City's proffered operational reasons for the Grievant's transfer. The Commission also finds that N.J.S.A. 11A:4-16 and N.J.A.C. 4A:4-7.7 do not statutorily preempt arbitration challenging the Grievant's transfer.

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. 2021-33

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

GLOUCESTER COUNTY SHERIFF'S OFFICE,

Petitioner,

-and-

Docket No. SN-2021-020

PBA LOCAL 122,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the Gloucester County Sheriff's Office (GCSO) request for a restraint of binding arbitration of the PBA's grievance contesting the failure to reimburse a unit member for vacation time he utilized pending completion of a fitness-for-duty examination and weapons forfeiture application. The GCSO asserted that Attorney General Directive 2000-3 and N.J.S.A. 2C:25-21(d) preempt arbitration. Finding that nothing in the Directive or statute pertains to a law enforcement officer's leave status or use of personal leave time while awaiting the completion of the county prosecutor's conditions for return of the grievant's firearm, the Commission finds that the PBA's grievance is not expressly or specifically preempted and is legally arbitrable.

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.