

P.E.R.C. NO. 2022-31

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

RIDGEFIELD PARK BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-2021-041

RIDGEFIELD PARK EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants the Board's request for a restraint of binding arbitration of the Association's grievance alleging that the Board violated the parties' CNA by assigning the grievant to work as a shared guidance counselor in another municipality under a shared services agreement. The Commission finds that the Association's grievance primarily challenges the Board's managerial prerogative to implement the shared services agreement, which is not legally arbitrable. The Commission finds that arbitration would substantially limit the Board's governmental policymaking powers in determining how it will deliver its guidance counselor services.

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. 2022-32

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

OCEAN COUNTY VOCATIONAL
TECHNICAL SCHOOL,

Respondent,

-and-

Docket Nos. CO-2021-127

OCEAN COUNTY VOCATIONAL
TECHNICAL EDUCATION ASSOCIATION,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission grants the Association's summary judgment motion, and denies the County's cross-motion for summary judgment, in an unfair practice charge (UPC) filed by the Association. The UPC alleges that the County violated N.J.S.A. 34:13A-5.4(a)(1) and (5) when it unilaterally issued a memorandum prohibiting employees from using sick leave for intermittent leave taken under the Family Medical Leave Act (FMLA), and/or the New Jersey Family Leave Act (NJFLA) and when it unilaterally implemented a new family leave policy mandating that sick leave could only be used concurrently with NJFLA leave. The Commission finds that the County's unilateral actions in prohibiting the use of sick leave to care for family members and mandating that sick leave could only be used concurrently with NJFLA are mandatorily negotiable. The Commission further finds that N.J.S.A. 18A:30-1 does not preempt negotiations over the use of sick leave to care for a family member or maternity leave. The Commission concludes that the County's unilateral implementation of both the memorandum and new family leave policy that affected the employees' use of sick leave in connection with FMLA/NJFLA benefits without negotiations violated 34:13A-5.4a(1) and (5).

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P.E.R.C. NO. 2022-33

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

LAKEWOOD TOWNSHIP BOARD OF EDUCATION,

RESPONDENT,

-and-

Docket No. TO-2021-003

LAKEWOOD EDUCATION ASSOCIATION,

PETITIONER.

SYNOPSIS

The Public Employment Relations Commission dismisses the Association's contested transfer petition alleging that the Board transferred an administrative secretary between work sites in violation of N.J.S.A. 34:13A-25. The Association alleges that the employee was transferred as discipline for requesting information about obtaining COVID-19 surveys at the behest of her supervisor, the school's vice principal. The Commission finds that the Association has not sufficiently established, by a preponderance of evidence, that the transfer was predominately disciplinary. The Commission further finds that the Board did not discipline or reprimand the employee and that the transfer was based on educational, operational, and staffing reasons, which included diminishing or avoiding conflict in the work environment.

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P.E.R.C. NO. 2022-34

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF NEWARK,

Respondent,

-and-

Docket No. CO-2021-095

NEWARK POLICE SUPERIOR
OFFICERS' ASSOCIATION,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission grants a motion for summary judgment filed by the Newark Police Superior Officers' Association (SOA) on its unfair practice charge upon which a complaint issued alleging that the City of Newark (City) violated the New Jersey Employer-Employee Relations Act (Act) when it unilaterally implemented a Voluntary Severance Incentive Program (VSIP). The Commission finds: 1) there are no genuine issues of material fact; 2) the SOA is entitled to relief as a matter of law on its allegations that the City violated sections 5.4a(1) and (5) of the Act when, during negotiations for a successor agreement, it unilaterally implemented the VSIP program; 3) the VSIP program changed mandatorily negotiable terms and conditions of employment regarding retiree health benefits; and 4) the City dealt directly with individual SOA unit members regarding the VSIP program. The Commission finds that while the City has a prerogative to reduce its workforce for economic reasons, the employees who resigned under the VSIP program were not laid off, and the City fails to explain how its unilateral action was necessary to protect the health, safety and continued operation of the City during the COVID-19 pandemic, or how negotiation would have frustrated those objectives. The Commission orders the City to cease and desist from directly dealing with SOA unit members, and to negotiate in good faith with the SOA over mandatorily negotiable subjects, including the issue of unit member retiree health benefits.

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P.E.R.C. NO. 2022-35

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BOROUGH OF BERGENFIELD,

Respondent,

-and-

Docket Nos. IA-2019-007;

CO-2019-288

PBA LOCAL 309,

Appellant/
Charging Party.

SYNOPSIS

The Public Employment Relations Commission affirms an interest arbitration award in the matter of Borough of Bergenfield and PBA Local 309, as clarified on remand of the Appellate Division of the Superior Court. The Commission finds that the interest arbitrator issued a clarification, not a new award, and did not exceed his authority under the court's remand to clarify whether the PBA's proposed draft of the salary term accurately reflected the salary term the interest arbitrator wrote for the parties. The Commission finds that the interest arbitrator properly answered the court's narrow question, clarifying that the PBA's inclusion of the past practice language in the salary term was not an accurate reflection of the Award, and that he specifically did not include that language that in the salary provision of the award. The Commission further finds that it was not error for the interest arbitrator to also clarify that, in order for the CNA's salary provision to have accurately reflected the award, it should have stated that "Increments shall not be paid in accordance with past practice during the term of this agreement, but shall be paid as follows"

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