

P.E.R.C. NO.

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TOWNSHIP OF NEPTUNE,

Petitioner,

-and-

Docket No. SN-2022-027

AFSCME COUNCIL 63, LOCAL 2792,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants in part, and denies in part, the request of the Township of Neptune for a restraint of binding arbitration of Local 2792's grievances alleging violations of the parties' collective negotiations agreement (CNA) by harassing and discriminating against Local 2792 members based on race, denying them union representation during disciplinary actions, and threatening them over contacting their union. Finding that non-discrimination clauses, dignity and respect clauses, and union representation clauses are all generally mandatorily negotiable and that Local 2792's allegations do not challenge a managerial prerogative, the Commission finds the grievances are legally arbitrable. However, to the extent that some of Local 2792's requested remedies would impermissibly challenge the Township's managerial prerogative to impose discipline, arbitration is restrained.

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.

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

STATE OF NEW JERSEY (KEAN UNIVERSITY),

Respondent,

-and-

Docket No. CO-2016-033

IFPTE LOCAL 195,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission denies IFPTE's exceptions and adopts a Hearing Examiner's recommended decision and order dismissing IFPTE's unfair practice charge. The charge alleges that Kean violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. (Act), when it subcontracted work performed by unit employees to a private company (GCA) while retaining control of the working conditions of GCA's employees, thereby making Kean and GCA joint employers, and by failing to negotiate the terms and conditions of employment of those GCA employees. The Commission finds that Kean has a non-negotiable managerial prerogative to subcontract services to GCA and that the record does not demonstrate that Kean exercises substantial control over employment matters such that it could be considered a "joint employer" along with GCA. The Commission finds that the indicia of employer status demonstrate that GCA is the sole employer of its employees working at Kean, and that IFPTE's allegations of Kean control over disciplinary decisions and overtime decisions were not proven by IFPTE's evidence or witnesses during the hearing. Accordingly, the Commission holds that Kean is not the employer of the GCA employees and cannot be found to have violated subsection 5.4a(5) of the Act for failing to negotiate over their terms and conditions of employment.

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P.E.R.C. NO.

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

COUNTY COLLEGE OF MORRIS

RESPONDENT,

-and-

Docket No. CO-2020-116

ASSOCIATION FOR CHAIRS AND
ASSISTANT CHAIRS AT THE COUNTY
COLLEGE OF MORRIS,

CHARGING PARTY.

SYNOPSIS

The Public Employment Relations Commission denies the County College of Morris' motion for summary judgment on a unfair practice charge filed by the Association for Chairs and Assistant Chairs at the County College of Morris. The charge alleges that the College violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically 5.4a(2), (3) (7) and 5.4b, when it withdrew the appointments of three Association members from two committees in retaliation for the Association's October 4, 2019 email complaining of a new proposal that would adversely affect the appointed Association members. The Commission finds that this matter presents numerous issues of disputed material facts that cannot be resolved through summary judgment and require credibility determinations by a hearing examiner.

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P.E.R.C. NO.

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

STATE OF NEW JERSEY,
DEPARTMENT OF CORRECTIONS,

Respondent,

-and-

Docket No. CO-2022-018

POLICEMEN'S BENEVOLENT ASSOCIATION,
LOCAL 105,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission sustains the refusal of the Director of Unfair Practices to issue a complaint on an unfair practice charge filed by the PBA against the DOC. The charge alleges that the DOC violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq. (Act) when it denied a request by PBA counsel to attend a meeting between DOC management and two PBA members at South Woods State Prison (SWSP). Finding that the meeting was only for the purpose of arresting the PBA members and formally serving them with criminal charges, the Commission holds that it was not an investigatory interview and the PBA members therefore had no rights under Weingarten or the Attorney General's guidelines to union representation. The Commission finds that the PBA's alleged violations of its constitutional right to counsel are matters of criminal procedure that are beyond the purview of the Act and appropriate for consideration by the courts. Finally, the Commission finds that the PBA's alleged contractual violations regarding a right to representation during the arrest does not allege repudiation but is a contractual interpretation dispute that is appropriate for the parties' contractual grievance procedure.

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