

P.E.R.C. NO. 2023-10

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TOWNSHIP OF ROBBINSVILLE,

Petitioner,

-and-

Docket No. SN-2022-026

PBA LOCAL 344,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants the Township's request for a restraint of binding arbitration of the PBA's grievance, which alleges the Township violated the "Sick Time Buy Back" provision of parties' CNA when it failed to "buy back" the sick leave of certain PBA members. The Commission finds that N.J.S.A. 40A:9-10.4 preempts the PBA's grievance because it is undisputed that the three officers were all hired by the Township after May 21, 2010 and their grievance seeks immediate payment of accumulated sick leave. The Commission further interprets the "political subdivision of the State" language in the statute to mean the Township, the grievants' current employer. The Commission concludes that the PBA's grievance is statutorily preempted, and thus, arbitration must be 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. 2023-11

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

ROCKAWAY VALLEY REGIONAL SEWERAGE
AUTHORITY,

Petitioner,

-and-

Docket No. SN-2022-025

IBT LOCAL 125,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants the request of the Rockaway Valley Regional Sewerage Authority for a restraint of binding arbitration of a grievance filed by IBT Local 125, which asserts that the Authority violated the parties' collective negotiations agreement (CNA) when the grievant was denied a religious exemption from the Authority's COVID-19 vaccine mandate. The Commission finds the grievant's claim that the denial was the result of religious discrimination challenges a personnel action involving a managerial prerogative, the vaccine mandate, that may not be submitted to binding arbitration. The Commission further finds that a more appropriate forum for enforcement of the public policy against discrimination is the New Jersey Division on Civil Rights, the U.S. Equal Employment Opportunity Commission, and/or the courts.

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. 2023-12

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TOWNSHIP OF MAPLEWOOD,

Petitioner,

-and-

Docket No. SN-2022-037

PBA LOCAL 44,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants the Township's request for a restraint of binding arbitration of the PBA's grievance contesting the Township's placement of an employee on unpaid leave after denying his request for religious exemption from the Township's COVID-19 vaccination mandate. Applying the court's holding in City of Newark, 469 N.J. Super. 366 (App. Div. 2021), the Commission finds that the Township had a non-negotiable managerial prerogative to implement and enforce a COVID-19 vaccination mandate with no testing alternative. The Commission also finds that the grievance is not arbitrable to the extent it alleges religious discrimination, as such a claim must be considered in the appropriate forum such as the EEOC or DCR. Finally, the Commission finds that the PBA may not contest the Township's imposition of an unpaid suspension in binding arbitration because the PBA has an alternate statutory appeal procedure for challenging major discipline.

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. 2023-13

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

COUNTY OF BURLINGTON,

Petitioner,

-and-

Docket No. SN-2022-040

PBA LOCAL 249,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the County's request for restraint of binding arbitration of the PBA's grievance contesting the Township's alleged incorrect payment of salary and back pay to PBA officers based on the Township's implementation of the salary terms of a recent interest arbitration award. The Commission finds that the compensation dispute is mandatorily negotiable and that there is no statutory or regulatory support for the County's assertion that it should be decided by the interest arbitrator rather than through the parties' negotiated grievance procedure. As the award was not appealed, the Commission finds that, per N.J.S.A. 34:13A-16f(5), it is final and binding on the parties and to be implemented immediately. The Commission finds that the parties' grievance procedure was not modified by the award and that there is no requirement that the award be converted into a collective negotiations agreement in order for a grievance arbitrator to resolve a dispute arising under the terms of the award.

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. 2023-14

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

PBA LOCAL 206,

Respondent,

-and-

Docket No. CE-2022-002

OLD TAPPAN BOROUGH,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission sustains the Director of Unfair Practices (Director) refusal to issue a complaint and dismissal of the Borough's unfair practice charge. The Borough's charge alleges the Association committed an unfair practice when it refused to review and sign a draft collective negotiations agreement (CNA) provided by the Borough in accordance with the interest arbitration award in IA-2021-001 (Award). The Commission finds that the Director properly refused to issue a complaint because the PBA engaged in and completed the compulsory interest arbitration process, and based on the Director's plain reading of the Award, the PBA had legitimate concerns that the draft CNA made material changes to the terms set forth in the Award. The Commission concludes the PBA was not required to negotiate over terms and conditions settled by the Award.

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. 2023-15

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CHERRY HILL TOWNSHIP BOARD OF EDUCATION,

-and-

CHERRY HILL EDUCATION ASSOCIATION,

Respondents,

-and-

Docket No. CI-2019-012

ANTHONY W. BROCCO II,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission denies a motion for summary judgment filed by the Charging Party, a teaching staff member, grants cross-motions for summary judgment filed by the respondents, Cherry Hill Township Board of Education and the Cherry Hill Education Association, and dismisses an unfair practice complaint alleging respondents violated the New Jersey Employer-Employee Relations Act in connection with the Board's selection of an out-of-district candidate for a head football coach position at a high school. The Commission finds the Charging Party's complaint describes a contractual dispute, not an unfair practice, with respect to his claim the Board violated a collectively negotiated hiring procedure, as mandated by N.J.S.A. 34:13A-23, for extracurricular activities that produces in-district candidates first. The Commission finds the Charging Party pursued his contractual remedy of filing a grievance challenging the appointment, and no evidence in the record suggests either that the Board interfered with that process, or that the Association breached its duty of fair representation when it determined not to pursue grievance arbitration. The Commission further finds the Charging Party presented no certified facts or documents supportive of his allegations to the effect that the Board engaged in "continued retaliation and discrimination" against him, or that the Association "knowingly and actively failed to represent" him and engaged in "retaliatory and discriminatory actions" against him.

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.