

P.E.R.C. NO. 2023-24

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

MIDDLESEX COUNTY COLLEGE,

Petitioner,

-and-

Docket No. SN-2022-036

FACULTY UNION OF MIDDLESEX COUNTY
COLLEGE, LOCAL 1940 AFT, AFL-CIO,

Respondent.

SYNOPSIS

The Public Employment Relations Commission dismisses the College's request for a scope of negotiations determination concerning a severance compensation clause (Appendix E) contained in the College's expired collective negotiations agreement (CNA) with the AFT. The Commission finds that because the AFT withdrew its original proposal to maintain Appendix E in a successor contract, the contested language of Appendix E is no longer an issue in dispute in the parties' negotiations for a successor agreement. The Commission further finds that the College has not identified any intervening legislation or court case to warrant exercise of the Commission's scope of negotiations jurisdiction under "special circumstances" to remove Appendix E from the expired CNA. Therefore, the Commission dismisses the petition without prejudice to the College's filing of another scope of negotiations petition should another negotiability dispute arise during collective negotiations, or should the AFT seek binding grievance arbitration over a dispute concerning Appendix E.

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. 2023-25

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

STATE OF NEW JERSEY
(OFFICE OF EMPLOYEE RELATIONS),

Public Employer,

-and-

Docket No. CU-2022-014

COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO,

Petitioner.

SYNOPSIS

The Public Employment Relations Commission denies the CWA's request for review of the Director of Representation's decision to dismiss its clarification of unit petition seeking to include 49 State employees in one or more of several collective negotiations units currently represented by CWA. The Commission finds that, even after the Director provided it with multiple opportunities during his investigation of the petition, the CWA failed to comply with the Commission's regulations requiring it to include a description of the negotiations unit work the employees in the disputed titles perform, and to explain why that work is negotiations unit work. The Commission also finds that the CWA did not specifically identify which petitioned-for employees should be placed in which of the CWA's four existing units. The Commission therefore denies the CWA's request for review without prejudice to it refiling after complying with the regulatory requirements.

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P.E.R.C. NO. 2023-26

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

FRANKLIN TOWNSHIP EDUCATION
ASSOCIATION, JANICE REGAN, AND
SHELIA HOLLAND,

Petitioners,

v.

OAL DKT. NOS. EDU 01442-2021
AND EDU 01448-2021
AGENCY DKT. NOS. 1-1/21 AND
3-1/21

BOARD OF EDUCATION OF FRANKLIN
TOWNSHIP, SOMERSET COUNTY

Respondent,

-and-

FRANKLIN TOWNSHIP EDUCATION
ASSOCIATION

Charging Party,

v.

OAL DOCKET NO.: PRC 08413-21
PERC DKT. NO. CO-2021-139

CONSOLIDATED

BOARD OF EDUCATION OF FRANKLIN
TOWNSHIP, SOMERSET COUNTY

Respondent.

SYNOPSIS

In consolidated matters wherein PERC has been deemed the agency with the predominant interest, including an unfair practice case before PERC and a petition of appeal before the Commissioner of Education, the Commission denies the parties' exceptions and adopts, as amended, the Initial Decision of an Administrative Law Judge (ALJ), which determined that N.J.S.A. 18A:16-13.2 obligates the Franklin Township Board of Education to first offer a certain health plan to Franklin Township Education Association members, and then proceed to negotiations over any resulting increase in costs. The Commission finds no support in the statutory language for the Board's position that it does not have to offer the plan until after financial-impact negotiations are completed.

SYNOPSIS, cont.

The Commission amends the Initial Decision to specify that the Board also violated sections 5.4a(1) and (5) of our Act through its undisputed refusal to offer the plan prior to the completion of financial-impact negotiations, as this placed the Association on an unequal footing in such negotiations, and deprived members of information necessary to make informed decisions regarding health insurance coverage. The Commission rejects, as premature or speculative, the Association's exceptions regarding the issue of remedy, which cannot be ascertained until the Board has actually offered and implemented the plan. The Commission forwards the matter to the Commissioner of Education for further processing.

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P.E.R.C. NO. 2023-27

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BOROUGH OF WALLINGTON,

Petitioner,

-and-

Docket No. SN-2022-038

PBA LOCAL 321,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies, in part, and grants, in part, the Borough's request for a restraint of binding arbitration of PBA's grievance. The grievance asserts that the Borough violated the parties' collective negotiations agreement when it denied officers the ability to utilize earned sick time for family leave. The Commission finds that to the extent the PBA's grievance is challenging the use of paid sick leave in lieu of family leave for an authorized use of sick leave as set forth in N.J.A.C. 4A:6-1.3(g), it is mandatorily negotiable and legally arbitrable. Conversely, to the extent the PBA's grievance is challenging the use of paid sick leave in lieu of family leave for an unauthorized use of sick leave, it is not mandatorily negotiable or legally arbitrable.

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P.E.R.C. NO. 2023-28

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF JERSEY CITY,

Respondent,

-and-

Docket No. CO-2023-064

JERSEY CITY INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS LOCAL 1066,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission denies the IAFF's motion for reconsideration of a Commission Designee's interim relief decision denying the IAFF's request for interim relief. The IAFF's unfair practice charge alleges that the City violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically subsections 5.4a(1) through (7), by unilaterally eliminating automatic payroll deductions for a series of voluntary benefit plans, including disability and life insurance plans, and subsequently, automatically enrolling employees in newly established voluntary benefit plans. The Commission finds that that the IAFF's charge alleging that the City failed to negotiate over the elimination of automatic payroll deductions and replacement of carriers for voluntary benefits plans does not constitute extraordinary circumstances nor is this a case meeting the standard of exceptional importance, which warrants reconsideration of the Designee's decision. The Commission agrees with the Designee's finding that the IAFF has failed to establish the irreparable harm required for the granting of interim relief.

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P.E.R.C. NO. 2023-29

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

ESSEX COUNTY,

Respondent,

-and-

Docket No. CO-2022-205

CWA LOCAL 1081,

Charging Party.

SYNOPSIS

The Commission reverses a decision by the Director of Unfair Practices which refused to issue a complaint and dismissed an unfair practice charge filed by CWA Local 1081 alleging the County of Essex threatened to discipline Local 1081's president in connection with the County's investigation of a discrimination/harassment complaint filed by a Local 1081 member asserting the president's speech during an after-hours, off-premises virtual union meeting, particularly his use of the term "girlfriend" to describe a black woman, was offensive, inappropriate and racist. On CWA's appeal from the Director's decision, the Commission finds the complaint issuance standard has been met, as the allegations present questions as to whether there is a sufficient nexus between the workplace and the comment made during the off-hours, off-site union meeting; whether the County's letter to Local 1081's president regarding the results of the investigation is discipline or the threat of discipline as alleged by CWA; and how to balance the County's interest in investigating the employee's affirmative action complaint against the need to protect employees from interference, coercion and restraint in the exercise of rights under our Act.

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P.E.R.C. NO. 2023-30

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS LOCAL 3249,

Petitioner,

-and-

Docket No. IA-2023-011

BOROUGH OF COLLINGSWOOD,

Respondent.

SYNOPSIS

The Public Employment Relations Commission dismisses Local 3249's petition to initiate compulsory interest arbitration with the Borough over the issue of base salaries for new captain positions. The Commission finds that because the parties' contract is not expired, Local 3249 has no statutory right under N.J.S.A. 34:13A-16b(2) to invoke interest arbitration at this time. However, the Commission finds that because the parties do not have a current contract clause pertaining to captain salaries, typical contract dispute resolution procedures may be inadequate to resolve the dispute and the impasse resolution procedures provided for in the interest arbitration act may be appropriate. Therefore, Local 3249 may file for mediation pursuant to N.J.A.C. 19:16-3.1.

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