

P.E.R.C. NO. 2009-55

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

SUSSEX COUNTY COMMUNITY COLLEGE,

Respondent,

-and-

Docket No. CI-2009-001

SUSSEX COUNTY COMMUNITY COLLEGE  
ADJUNCT FACULTY FEDERATION,

Respondent,

-and-

JOAN STEPHENSON,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission sustains the Director of Unfair Practices' refusal to issue a complaint based on an unfair practice charge filed by Joan Stephenson against Sussex County Community College and the Sussex County Community College Adjunct Faculty Federation. The Director found that the allegations in the unfair practice charge were outside the six-month statute of limitations for unfair practice charges. Stephenson argued on appeal that her charge should be accepted because she filed a timely Superior Court complaint against the respondents. The Commission holds that Stephenson did not file a timely charge in the wrong forum since she filed her Superior Court lawsuit more than six months after the alleged unfair practice.

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. 2009-56

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

COMMUNICATIONS WORKERS OF  
AMERICA (LOCAL 1039),

Respondent,

-and-

Docket No. CI-2009-009

GEORGE EKEMEZIE,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission sustains the Director of Unfair Practices's refusal to issue a complaint based on an unfair practice charge filed by George Ekemezie against Communications Workers of America (Local 1039) ("CWA"). Ekemezie alleges that CWA breached its duty of fair representation when it allegedly entered into a secret agreement with his employer to pressure him into accepting a three-day suspension rather than the five-day suspension that was originally imposed. The Commission holds that Ekemezie has not alleged that the CWA acted outside the wide range of reasonableness afforded a majority representative acting in good faith.

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P.E.R.C. NO. 2009-57

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

STATE OF NEW JERSEY  
(JUVENILE JUSTICE COMMISSION)

Respondent,

-and-

Docket No. CO-2007-040

COMMUNICATIONS WORKERS OF AMERICA,  
LOCAL 1040,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission adopts the Hearing Examiner's recommended decision and finds that the State of New Jersey did not violate the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-5.4a(1) and (3), when it reassigned a CWA shop steward and Teacher 1 from a test assessor position to a classroom assignment. In the absence of cross-exceptions, the Commission adopts the Hearing Examiner's recommendation that the Juvenile Justice Commission violated 5.4a(1) of the Act when an administrator referred to the teacher as a "shop steward" or "Mr. Shop Steward" in a meeting unrelated to Association business.

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STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

STATE-OPERATED SCHOOL DISTRICT  
OF THE CITY OF PATERSON,

Petitioner,

-and-

Docket No. SN-2009-006

PATERSON EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission determines the negotiability of several provisions of an expired collective negotiations agreement between the State Operated School District of the City of Paterson and the Paterson Education Association that the District contends are not mandatorily negotiable and may not be included in a successor agreement. The Commission finds several provisions to be not mandatorily negotiable. Those provisions involve the use of inter-school mail facilities without any limitations on whether the use would be related to the District's business; the use of class time; a requirement that the Board refrain from assigning nonteaching duties incidental to a teacher's primary tasks; restriction of the Board's right to assign staff to perform lunchroom supervision duties and related clerical duties as well as to complete attendance registers; the mileage reimbursement rate for the Child Study team; the determination of performance goals, observations, evaluation forms or Professional Improvement Plans (PIP); the removal of obsolete or inappropriate material from a teacher's personnel file; the provision of teacher editions of all texts; the provision of supplies; the criteria to become a mentor teacher; the right to request certain information about assaults; the employ of school nurses in each building; and three provisions relating to the terms and conditions of employment for employees not in the negotiations unit. The Commission also finds several of the disputed provisions to be partially negotiable. Those provisions involve the direct placement of communications in school mail boxes; a general statement of purpose as to a teacher's primary responsibilities; the assignment of clerical duties to teachers that are not incidental to the teacher's normal assignment; and two provisions that set forth that teachers will be informed about performance goals, observations, evaluations and PIP plans.

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P.E.R.C. NO. 2009-59

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

NEPTUNE TOWNSHIP BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-2009-021

NEPTUNE TOWNSHIP EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants the request of the Neptune Township Board of Education for a restraint of binding arbitration of a grievance filed by the Neptune Township Education Association. The grievance alleges that the retroactive docking of extended sick leave pay violates the parties' agreement. The Commission holds that the grievance is preempted by N.J.S.A. 18A:30-6 because the parties' contract cannot place any limits on the Board's discretion to grant a request for extended sick leave on a case-by-case basis.

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P.E.R.C. NO. 2009-60

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TOWNSHIP OF EDISON,

Petitioner,

-and-

Docket No. SN-2009-025

POLICEMEN'S BENEVOLENT ASSOCIATION,  
LOCAL #75, INC.

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants, in part, the request of the Township of Edison for a restraint of binding arbitration of a grievance filed by Policemen's Benevolent Association, Local #75, Inc. The grievance challenges counseling notices that were issued to a number of police officers. The Commission restrains arbitration to the extent the grievance challenges the issuance of the notices and permits arbitration over a claim that the officers were not advised as to acceptable levels of productivity that were the basis for issuing the counseling notices.

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P.E.R.C. NO. 2009-61

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TOWNSHIP OF EDISON,

Petitioner,

-and-

Docket No. SN-2009-028

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, LOCAL NO. 1197,

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 International Association of Fire Fighters, Local No. 1197. The grievance challenges a Written Directive Policy issued by the fire chief. The Commission holds that on balance, the Township's interest in ensuring that employees receive memoranda and training and understand the material received is outweighed by the employees' interest in not being required to certify to an understanding of materials under penalty of discipline. The Commission also holds that an arbitrator can consider the union's procedural and disciplinary claims.

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