

P.E.R.C. NO. 2004-17

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

NORTH HUDSON REGIONAL FIRE AND RESCUE,

Appellant-Respondent,

-and-

Docket No. IA-2000-53

NORTH HUDSON FIREFIGHTERS ASSOCIATION,

Appellant-Respondent.

SYNOPSIS

The Public Employment Relations Commission affirms an interest arbitration award, as clarified in an October 20, 2003 decision, to establish a first contract between the North Hudson Regional Fire and Rescue and the North Hudson Firefighters Association. In negotiations and interest arbitration, the parties presented proposals on salary, longevity and other compensation items, along with proposals on an entire range of topics typically included in a negotiated agreement. The arbitrator resolved the issues by conventional arbitration. Both the Regional and the Association filed appeals each challenging the award on one or more aspects of several contractual provisions. The Commission had ordered a limited remand to the arbitrator for the purpose of clarifying the arbitrator's intention concerning accumulated sick leave for firefighters from Union City and Weehawken. The Commission concludes that the parties' objections do not warrant disturbing the award. The Commission further concludes that the arbitrator painstakingly considered the parties' presentations; reached a reasonable determination of the issues; and fashioned an overall award that is supported by substantial credible evidence. The Commission finds that the arbitrator's overall approach and guiding principles are sound, and his award establishes a framework within which the parties may work.

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. 2004-18

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

NORTH HUDSON REGIONAL  
FIRE & RESCUE DISTRICT,

Appellant-Respondent,

-and-

Docket No. IA-2000-36

NORTH HUDSON FIRE OFFICERS  
ASSOCIATION,

Appellant-Respondent.

SYNOPSIS

The Public Employment Relations Commission affirms an interest arbitration award, as clarified in an October 20, 2003 decision, to establish a first contract between the North Hudson Regional Fire and Rescue and the North Hudson Fire Officers Association. In negotiations and interest arbitration, the parties presented proposals on salary, longevity and other compensation items, along with proposals on an entire range of topics typically included in a negotiated agreement. The arbitrator resolved the issues by conventional arbitration. Both the Regional and the Association filed appeals each challenging the award on one or more aspects of several contractual provisions. The Commission had ordered a limited remand to the arbitrator for the purpose of clarifying the arbitrator's intention concerning accumulated sick leave for fire officers from Union City and Weehawken. The Commission concludes that the parties' objections do not warrant disturbing the award. The Commission further concludes that the arbitrator painstakingly considered the parties' presentations; reached a reasonable determination of the issues; and fashioned an overall award that is supported by substantial credible evidence. The Commission finds that the arbitrator's overall approach and guiding principles are sound, and his award establishes a framework within which the parties may work.

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P.E.R.C. NO. 2004-19

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

ESSEX COUNTY PROSECUTOR,

Petitioner,

-and-

Docket No. SN-2003-52

ESSEX COUNTY PROSECUTOR'S  
P.B.A. LOCAL 325,

Respondent.

SYNOPSIS

The Public Employment Relations Commission decides the negotiability of contract proposals which the Essex County Prosecutor's P.B.A. Local 325 has submitted to interest arbitration for inclusion in a successor collective negotiations agreement between the PBA and the Essex County Prosecutor. The Commission first finds that the scope of negotiations petition was untimely filed concerning some of the disputed proposals. The Commission finds no compelling reasons, except for one instance, for relaxing the time period set in N.J.A.C. 19:16-5.5(c) and considering negotiability challenges made almost one year after the filing of the interest arbitration petition. The Commission determines that a proposal to change the job title of Investigator to Prosecutor's Detective is preempted by statute and cannot be submitted to interest arbitration. The Commission also determines the negotiability of two proposals found to be timely. The Commission finds that a proposal concerning the eligibility for retiree health benefits is not mandatorily negotiable because it is preempted by the uniformity requirements of N.J.S.A. 40A:10-23. The Commission finds that a proposal that the employer pay health care benefits for dependents upon the death of a retiree is not mandatorily negotiable to the extent, if any, the proposal seeks to negotiate benefits for employees who have already retired.

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P.E.R.C. NO. 2004-20

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF CLIFTON,

Petitioner,

-and-

Docket No. SN-2003-15

P.B.A. LOCAL 36,

Respondent.

SYNOPSIS

The Public Employment Relations Commission decides the negotiability of a work schedule which P.B.A. Local 36 has submitted to interest arbitration for inclusion in a successor collective negotiations agreement with the City of Clifton. In PERC 2003-59, the Commission denied the PBA's request to dismiss the petition as untimely, allowed the arbitration hearings to be completed and a full record to be developed, and held that at the close of the hearings it would decide the petition in light of the complete arbitration record. The Commission concludes that the 4/4 work schedule proposal for the patrol division addresses work hours and does not directly set staffing levels and is mandatorily negotiable. However, the portion of the proposal which mandates that shift starting times and shift staffing levels be set by a CFS study that would link shift times and staffing levels to calls for police services compromises the City's prerogative not to adopt a proportional staffing policy and is not mandatorily negotiable. The Commission further concludes that the City's additional concerns, including the need to purchase new police vehicles, coverage overlaps, and other additional expenditures do not significantly impede governmental policy and can be considered by the arbitrator. The Commission also finds mandatorily negotiable a 4/3 schedule for the non-patrol divisions, except to the extent, if any, it would reduce staffing levels for the Community Policing Division below any articulated minimum levels.

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P.E.R.C. NO. 2004-21

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF PASSAIC,

Respondent,

-and-

Docket No. CO-2003-193

PBA LOCAL 14,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission denies the City of Passaic's motion for reconsideration of I.R. No. 2004-2. In that decision, a Commission designee granted a request for interim relief accompanying an unfair practice charge filed by P.B.A. Local 14. The designee ordered the City to restore a prior work schedule pending good faith negotiations with the PBA or until the Commission orders or the parties agree otherwise. The Commission finds no extraordinary circumstances to warrant reconsideration of the designee's decision.

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P.E.R.C. NO. 2004-22

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF CAPE MAY,

Petitioner,

-and-

Docket No. SN-2004-9

P.B.A. LOCAL 59,

Respondent.

SYNOPSIS

The Public Employment Relations Commission dismisses a scope of negotiations petition filed by the City of Cape May. The petition seeks a negotiability determination concerning a work schedule change for police officers represented by P.B.A. Local 59. In the absence of a disputed proposal during negotiations for a successor agreement or a demand for arbitration seeking to restrain arbitration of a grievance concerning the work schedule issue, the Commission declines to exercise its scope of negotiations jurisdiction. The Commission determines that any scope of negotiations issue can be addressed in the unfair practice proceeding based on a full record.

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P.E.R.C. NO. 2004-23

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

IRVINGTON BOARD OF EDUCATION,

Respondent,

-and-

Docket Nos.

CO-H-2001-161

CO-H-2001-206

IRVINGTON EDUCATION ASSOCIATION,

Charging Party.

SYNOPSIS

\_\_\_\_\_The Public Employment Relations Commission finds that the Irvington Board of Education violated the New Jersey Employer-Employee Relations Act when it failed to appoint the president of the Irvington Education Association to the position of School-Based Technology Coordinator at either the Florence Avenue School or the Mount Vernon School, in retaliation for her Association activities and by directing the president to vacate office space she and two other teachers were using, in retaliation for her Association activities.

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P.E.R.C. NO. 2004-24

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BOROUGH OF WOODCLIFF LAKE,

Petitioner,

-and-

Docket No. SN-2003-76

P.B.A. LOCAL 206,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the request of the Borough of Woodcliff Lake for a restraint of binding arbitration of a grievance filed by P.B.A. Local 206. The grievance alleges that the Borough violated the parties' agreement by terminating its payment of health insurance premiums for the surviving spouse of a retired police officer. The Commission finds that N.J.S.A. 52:14-17.38, cited by the Borough as preemptive, permits the Borough to enter into an agreement to pay SHBP premiums for surviving spouses of eligible retirees. An arbitrator can decide whether the Borough made such an agreement. The Commission also concludes that N.J.S.A. 34:13A-18 does not preempt arbitration of this grievance since that statute applies only to interest arbitration, not grievance arbitration.

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P.E.R.C. NO. 2004-25

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF ATLANTIC CITY,

Petitioner,

-and-

Docket No. SN-2003-65

P.B.A. LOCAL 24,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the request of the City of Atlantic City for a restraint of binding arbitration of a grievance filed by P.B.A. Local 24. The grievance seeks overtime compensation for police officers whose work schedules were changed so they could receive firearms training. The Commission concludes that nothing in the record indicates that the payment of overtime compensation to affected employees would significantly interfere with the City's prerogative to train officers at certain times.

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P.E.R.C. NO. 2004-26

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

LINWOOD BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-2003-70

LINWOOD TEACHERS ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the request of the Linwood Board of Education for a restraint of binding arbitration of a grievance filed by the Linwood Education Association. The grievance alleges that the Board violated the just cause clause of the parties' collective negotiations agreement when it terminated a custodian by not renewing her employment contract for the next school year. The Commission concludes that school boards and majority representatives may legally agree that just cause will be required before custodians are terminated mid-year or before their employment contracts are not renewed for the next year. The Commission concludes that this case involves the issue of contractual arbitrability which is outside its jurisdiction. The Commission also denies the Board's request that the Commission transfer this matter to the Superior Court. The Board may initiate its own action in Superior Court.

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P.E.R.C. NO. 2004-27

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF NEW BRUNSWICK,

Petitioner,

-and-

Docket No. SN-2003-54

F.M.B.A. LOCAL 17,

Respondent.

SYNOPSIS

The Public Employment Relations Commission decides the negotiability of a work schedule proposal made by F.M.B.A. Local 17 during interest arbitration proceedings for a successor collective negotiations agreement between the City of New Brunswick and the FMBA. The Commission concludes that an arbitrator may consider the arguments pro and con with respect to a proposed work schedule for firefighters which is common throughout the State, and whether the benefits to employees outweigh the municipal concerns of efficiency and supervision.

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