

P.E.R.C. NO. 98-140

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CERTIFIED SHORTHAND REPORTERS
ASSOCIATION OF NEW JERSEY and
NEW JERSEY STATE JUDICIARY and
OPEIU, LOCAL 32,

Respondents,

-and-

Docket Nos. CI-96-24
CI-96-25
CI-96-25

JOANNE N. YUHASZ,

Charging Party.

OPEIU LOCAL 32 and NEW JERSEY
STATE JUDICIARY,

Respondent,

-and-

Docket Nos. CI-98-12
CI-98-13

JOANNE N. YUHASZ,

Charging Party.

SYNOPSIS

is a motion for
reconsideration filed by Joanne N. Yuhasz. The Chair of the

Commission had dismissed Yuhasz' appeal of a partial refusal to issue a Complaint and request for special permission to appeal a Hearing Examiner's grant of partial summary judgment dismissing the Certified Shorthand Reporters Association of New Jersey as a respondent. The Commission finds no extraordinary circumstances warranting reconsideration of the Chair's determination.

ssion 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. 98-142

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

ORANGE EDUCATION ASSOCIATION,

Petitioner,

-and-

Docket No. TO-98-03

ORANGE TOWNSHIP BOARD OF EDUCATION,

Respondent.

SYNOPSIS

a petition for contested transfer determination filed by the Orange Education Association. The petition alleges that on March 12, 1997, Dorothy Ford was notified by the Orange Board of Education that she was being transferred between worksites, allegedly for disciplinary reasons in violation of N.J.S.A. 34:13A-25. The Commission finds the petition to be untimely since it was filed more than 90 days from the date of the notice of transfer. N.J.A.C. 19:18-2.3.

ssion 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. 98-141

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

HUNTERDON COUNTY PROSECUTOR,

Petitioner,

-and-

Docket No. SN-98-63

HUNTERDON COUNTY P.B.A. LOCAL 358,

Respondent.

SYNOPSIS

negotiability

of a proposal of the Hunterdon County P.B.A. Local 358 during interest arbitration proceedings between the PBA and the Hunterdon County Prosecutor. The PBA has proposed to remove the ban against arbitration of disciplinary disputes and eliminate the two-tiered system and to permit arbitration of an appeal of a disciplinary determination. The Commission finds that review of major disciplinary determinations of police employees through binding arbitration is not mandatorily negotiable. Review of minor disciplinary determinations of police employees through binding arbitration is mandatorily negotiable.

Commission decision. It has been

prepared for the convenience of the reader. It has been neither reviewed nor approved by the Commission.

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

EVESHAM TOWNSHIP BOARD
OF EDUCATION,

Petitioner,

-and-

Docket No. SN-98-44

EVESHAM TOWNSHIP EDUCATION
ASSOCIATION,

Respondent.

SYNOPSIS

request of the

Evesham Township Board of Education for a restraint of binding arbitration of a grievance filed by the Evesham Township Education Association. The grievance asserts that the Board violated the parties' collective negotiations agreement when it did not pay a teacher, who was converted from a substitute teacher to a regular teacher in February 1997, the salary due a regular teacher for the entire 1996-1997 school year. The Commission determines that the question presented by this grievance is whether the teacher was properly paid for her work under the parties' agreement. The Commission sees no reason why a negotiated agreement could not specify that she should be paid retroactively as a regular teacher for the full year.

Commission decision. It has been

prepared for the convenience of the reader. It has been neither reviewed nor approved by the Commission.

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matters of

CAMDEN BOARD OF EDUCATION,

Respondent,

-and-

Docket No. CI-H-94-75

SARA T. DAVIS,

Charging Party.

CAMDEN ADMINISTRATORS' COUNCIL,

Respondent,

-and-

Docket No. CI-H-94-76

SARA T. DAVIS,

Charging Party.

DECISION

a Consolidated

Complaint against the Camden Board of Education and the Camden Administrators' Council. The Complaint was based on unfair practice charges filed by Sara T. Davis alleging that the respondents violated the New Jersey Employer-Employee Relations Act. The charge against the Council alleges that it breached its duty of fair representation to Davis by agreeing in collective negotiations to decrease her salary, allegedly in collusion with the Board, in order to retaliate against her, a former Camden Education Association president, for her protected activity while she was head of the union representing teachers. The charge against the Board alleges that it violated the Act by negotiating in bad faith and reaching an agreement with the Council to lower Davis' salary in retaliation for her protected activities as CEA President. The Commission concludes that no unfair practice was committed by either respondent and that

the charging party failed to meet her burden of proof under any of the standards applicable to various alleged violations of the Act.

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. 98-145

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

ROSELLE BOARD OF EDUCATION,

Respondent,

-and-

Docket Nos. CO-H-96-115
& CO-H-96-116

ROSELLE EDUCATION ASSOCIATION,

Charging Party.

DECISION

Roselle Board

of Education violated the New Jersey Employer-Employee Relations Act when it changed the dismissal time of eighth grade teachers represented by the Roselle Education Association from 2:45 p.m. to 3:10 p.m. The Commission dismisses the allegation that the Board violated the Act when it designated the period following student dismissal as a time for "staff development/in-service" activities. The Commission also dismisses the allegation that the Board violated the Act when it unilaterally changed an employment condition by assigning the Association president a duty period in 1995-96 depriving her of a free period to conduct union business. The Commission orders the Board to negotiate in good faith before changing the dismissal time of eighth grade teachers.

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. 98-146

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF PERTH AMBOY,

Petitioner,

-and-

Docket No. SN-98-46

PERTH AMBOY UNIFORMED FIRE
FIGHTERS ASSOCIATION, IAFF,
LOCAL 286, AFL-CIO,

Respondent.

SYNOPSIS

request of the

City of Perth Amboy for a restraint of binding arbitration of grievances filed by the Perth Amboy Uniformed Fire Fighters Association, IAFF, Local 286, AFL-CIO. The grievances allege that during two fire calls the City violated the health and safety provision of the parties' collective negotiations agreement. The Commission finds that contract clauses that promote or protect employee safety and well-being are mandatorily negotiable and these grievances are within the scope of negotiations.

Commission decision. It has been

prepared for the convenience of the reader. It has been neither reviewed nor approved by the Commission.

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

NORTH HUNTERDON-VOORHEES
REGIONAL HIGH SCHOOL DISTRICT
BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-98-45

NORTH HUNTERDON-VOORHEES
REGIONAL EDUCATION ASSOCIATION,

Respondent.

DECISION

request of the

North Hunterdon-Voorhees Regional High School District Board of Education for a restraint of binding arbitration of a grievance filed by the North Hunterdon-Voorhees Regional Education Association. The grievance contests comments concerning absenteeism which were placed in certain teachers' personnel files during the 1995-1996 school year. The Commission concludes that the letters were reprimands that could properly be reviewed through binding arbitration.

Commission decision. It has been

prepared for the convenience of the reader. It has been neither reviewed nor approved by the Commission.

In the Matter of

STATE-OPERATED SCHOOL DISTRICT
OF THE CITY OF NEWARK,

Respondent,

-and-

Docket No. SN-98-52

SEIU, LOCAL 617,

Petitioner.

SYNOPSIS

negotiability

of a decision by the State-Operated School District of the City of Newark to create a new shift for security guards represented by SEIU, Local 617. The Commission finds that the mid-contract decision to establish a new shift to provide security guard coverage after 4:00 p.m. was not mandatorily negotiable. The salary or post-4:00 p.m. hours of work of employees hired for the new shift was mandatorily negotiable. Within the context of the hours of service set by the District, the work hours of security guards is a mandatorily negotiable subject for successor contract negotiations.

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. 98-149

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF BAYONNE,

Petitioner,

BAYONNE FIREMEN'S MUTUAL
BENEVOLENT ASSOCIATION, LOCAL 11

Respondent.

SYNOPSIS

st of the City

of Bayonne for a restraint of binding arbitration of a grievance filed by the Bayonne Firemen's Mutual Benevolent Association, Local 11. The grievance asserts that the City violated the parties' collective negotiations agreement when it changed the method for selecting firefighters to serve as acting officers. The FMBA also petitioned for compulsory interest arbitration listing "acting pay" as an unresolved issue and referring to this grievance. The Commission finds the subject of the grievance to be at least permissively negotiable and that the grievance may legally be submitted to grievance arbitration. The Commission finds that the criteria in the City's directive for the assignment of firefighters as acting officers is a permissive, but not mandatory, subject for negotiations and therefore may not be submitted to an interest arbitrator.

ssion 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. 98-150

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

EAST BRUNSWICK BOARD
OF EDUCATION,

Petitioner,

-and-

Docket No. SN-98-41

EAST BRUNSWICK EDUCATION
ASSOCIATION,

Respondent.

DECISION

request of the

East Brunswick Board of Education for a restraint of binding arbitration of a grievance filed by the East Brunswick Education Association. The grievance contests the inclusion of comments about a teacher's third period class in an observation report about a first period class. The Commission finds, in general, that a requirement that an evaluator confine his or her written comments to the lesson chosen for observation does not significantly interfere with the right to evaluate other lessons. If the Board bound itself to restrict observation reports to the class observed, enforcement of that restriction would not significantly interfere with educational policy, in general, or the right and duty to evaluate in particular.

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. 98-151

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TOWNSHIP OF MONTCLAIR,

Petitioner,

-and-

Docket No. SN-98-57

FMBA LOCAL 20,

Respondent.

DECISION

request of the

Township of Montclair for a restraint of binding arbitration of a grievance filed by FMBA Local 20. The grievance alleges that the Township violated the parties' collective negotiations agreement by not filling a vacant long-term acting deputy chief position with a qualified captain. The Commission concludes that an employer that has decided to fill an acting position may commit itself to do so according to a list it has generated pursuant to the promotional criteria it alone has established and announced. However, the employer must retain the right not to fill the vacancy. Under the parties' contract, replacement of an officer on terminal leave with an employee in a long-term acting assignment obligates the employer to permanently promote the acting officer when the departing officer is off the payroll. Thus, the Commission finds that the employer's right not to fill a vacancy is not protected here and restrains arbitration.

Commission decision. It has been

prepared for the convenience of the reader. It has been neither reviewed nor approved by the Commission.