

P.E.R.C. NO. 2017-25

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TOWNSHIP OF HILLSIDE,

Respondent,

-and-

Docket No. CO-2014-027

FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION LOCAL 35,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission adopts the Hearing Examiner's report and recommended decision dismissing a complaint alleging that the Township violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically 5.4a(1) and (5), by unilaterally transferring unit work, namely training officer duties, from captains to deputy chiefs and refusing to negotiate. The Commission finds that although there is a training officer position recognized by the parties' collective negotiations agreement that captains have exclusively been assigned to when the position is filled, captains have not exclusively performed training officer duties during periods when no one held the position. Moreover, the Commission finds that even if the FMBA had proven that training officer duties were exclusively unit work, the Township asserted a governmental policy reason for its decision not to fill the training officer position that outweighs the FMBA's interest in having the position filled.

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. 2017-26

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

ATLANTIC COUNTY SHERIFF'S OFFICE,

Petitioner,

-and-

Docket No. SN-2017-002

PBA LOCAL 243,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants the request of the Sheriff's Office for a restraint of binding arbitration of a grievance filed by the PBA seeking rescission of a modified sick leave verification policy and removal of an electronic performance notice related to an officer's sick leave usage. Finding that the Sheriff's Office has a managerial prerogative to use reasonable means, such as requiring doctors' notes, to verify illness for employees taking sick leave and to determine the number of absences that will trigger a doctors' note requirement, the Commission holds that the modified sick leave verification policy is not legally arbitrable. As for the electronic performance notice, the Commission holds that it is a non-arbitrable evaluation and not a disciplinary reprimand because it does not impose discipline but specifies his violation of sick leave protocols, and it will be deleted in six months and not placed in the grievant's personnel file.

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P.E.R.C. NO. 2017-27

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION
AND
CIVIL SERVICE COMMISSION

In the Matter of

VINCENT MCLEOD,

Charging Party/Appellant,

-and-

OAL Dkt. No. CSR 00222-16
Agency Dkt. No. 2016-1999
PERC Dkt. No. CI-2016-034

NEW JERSEY DEPARTMENT OF
CORRECTIONS NORTHERN STATE PRISON,

Respondent.

SYNOPSIS

The Public Employment Relations Commission, pursuant to N.J.A.C. 1:1-19.1 and N.J.A.C. 19:14-1.5(c), approves the withdrawal of McLeod's unfair practice charge and transfers this matter to the Civil Service Commission for consideration of the parties' settlement agreement.

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P.E.R.C. NO. 2017-28

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

COMMUNICATIONS WORKERS OF AMERICA,

Respondent,

-and-

Docket No. CI-2015-054

CRISSY B. NICHOLSON,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission affirms the decision of the Director of Unfair Practices refusing to issue a Complaint based on the unfair practice charge, as amended, by Crissy B. Nicholson against the CWA. The charge alleges that the CWA violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically 5.4b(1), by breaching its duty of fair representation when it did not arbitrate Nicholson's disciplinary charges because it negotiated a settlement agreement with her public employer involving rescission of disciplinary notices and charges seeking her removal. The Commission agrees with the Director's determination that Nicholson's displeasure with that settlement agreement does not equate to the CWA acting arbitrarily, discriminatorily, or in bad faith and therefore her charge does not satisfy the complaint issuance standard.

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