

P.E.R.C. NO. 2022-1

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

PINELANDS REGIONAL BOARD OF EDUCATION,

Respondent,

-and-

Docket No. CO-2021-161

PINELANDS EDUCATION ASSOCIATION,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission sustains the refusal of the Director of Unfair Practices to issue a complaint on an unfair practice charge filed by the Association against the Board. The charge alleges that the Board violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq. (Act) by communicating directly with Association members regarding COVID-19 related safety and scheduling issues. Finding that the Board's communications did not tend to interfere with the Association's rights under the Act because they were informative and did not misrepresent the Association's positions, and that there was no evidence of direct dealing or attempted negotiations with individual employees rather than with the Association, the Commission dismisses the unfair practice charge.

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. 2022-2

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

LINDEN BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-2021-029

LINDEN EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the Board's request for restraint of binding arbitration of the Association's grievance contesting the reduction of certain teaching staff members' salaries when they were transferred from 12-month to 10-month positions for the 2020-2021 school year. The Commission finds that the Board has a managerial prerogative and statutory right pursuant to N.J.S.A. 18A:28-9 to leave positions unfilled for educational or budgetary reasons and to reassign teaching staff to positions of need. However, the Commission holds that the grievance seeks only to avoid an immediate salary reduction due to the transfer and that it would not significantly interfere with the Board's determination of educational policy to arbitrate whether the contract allows the grievants' salaries to be frozen until their positions on the 10-month salary guide reach where they were on the 12-month salary guide.

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. 2022-3

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TOWNSHIP OF ROCKAWAY,

Petitioner,

-and-

Docket Nos.

SN-2021-025

SN-2021-031

(Consolidated)

FOP LODGE 31;

FOP LODGE 31 (SUPERIORS),

Respondents.

SYNOPSIS

The Public Employment Relations Commission grants the Township of Rockaway's consolidated requests for a restraint of binding arbitration of grievances respectively filed by FOP Lodge 31 (Superiors) and FOP Lodge 31, each asserting that the Township violated the parties' collective negotiations agreements (CNAs) by failing to pay retirees' health insurance premiums in full. The dispute arose after the Township denied those benefits to a superior officer and a rank and file officer who were planning for retirement, because they lacked either: (1) the contractually required years of service to qualify for employer-funded retiree health insurance; or (2) twenty pensionable years (accrued by June 28, 2011) needed to be exempt from Chapter 78 contributions in retirement. The Commission finds that with respect to any unit members who do not qualify for either the contractually agreed-upon employer-funded retiree health insurance or the exemption from Chapter 78 contributions in retirement, the subject matter of the grievances at issue is not legally arbitrable until the parties negotiate a successor CNA providing for a lower rate of contribution, and that successor CNA goes into effect.

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. 2022-4

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BOROUGH OF OLD TAPPAN,

Appellant,

-and-

Docket No. IA-2021-001

PBA LOCAL 206,

Respondent.

SYNOPSIS

The Public Employment Relations Commission affirms an interest arbitration award, as clarified in the remand award ordered in P.E.R.C. No. 2021-43, 47 NJPER 468 (¶110 2021). The Arbitrator's remand award clarified that retirees must contribute towards their healthcare at the statutory levels set forth in P.L. 2011, c. 78.

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.

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

VERONA BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-2021-035

VERONA EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission determines the negotiability of two articles in the collective negotiations agreement (CNA) between Verona Board of Education and Verona Education Association. The Commission finds not mandatorily negotiable an Agency Fee Provision that requires the Board to deduct agency fees for the term of the CNA because it is inconsistent with the holding in Janus v. Am.Fed'n of State, Cty., & Mun. Employees, Council 31, 138 S. Ct. 2448, 201 L. Ed. 2d 924 (2018). The Commission finds that the Agency Fee Provision is not mandatorily negotiable without the critical qualification that the provision is inapplicable to employees who do not consent to agency fee deductions. The Commission further finds not mandatorily negotiable a portion of a sick leave payment provision which allowed employees to be paid accumulated sick leave upon termination due to a reduction in force because it was statutorily preempted by N.J.S.A. 18A:30-3.6.

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. 2022-6

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

WARREN HILLS REGIONAL SCHOOL DISTRICT,

Petitioner,

-and-

Docket No. SN-2021-034

WARREN HILLS REGIONAL EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants the Warren Hills Regional School District's request for a restraint of binding arbitration of the Warren Hills Regional Education Association's grievance. The grievance asserts that the District violated the parties' collective negotiations agreement (CNA) by failing to replace a vacant school counselor position which resulted in increased workload for the remaining counselors that was not negotiated with the Association. The Commission finds that the District's determination to reduce its counselors from five to four for the 2020-2021 school year is not legally arbitrable or mandatorily negotiable. The Commission also finds that the increased work assigned to the remaining counselors is encompassed within the counselor's normal job functions. The Commission further finds that the District did not require the counselors to work additional hours to complete the increased workload. The Commission concludes that the Association's claim for increased compensation due to the increased workload is not severable from the District's managerial prerogative to determine the staffing levels necessary to deliver its counseling services.

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.