

P.E.R.C. NO. 2022-7

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

NEW JERSEY TRANSIT, MERCER,

Respondent,
-and-

Docket No. CI-2016-035

AMALGAMATED TRANSIT UNION,
DIVISION 540,

Respondent,
-and-

JAMAR T. COLEY,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission denies the ATU's exceptions and adopts a Hearing Examiner's recommended decision and order finding that the ATU violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically subsections 5.4b(1), by arbitrarily handling Coley's termination grievance at the union meeting where the ATU membership voted not to pursue his grievance to arbitration and arbitrarily failing to file Coley's lunch break grievance. The Commission finds that the record supports the Hearing Examiner's finding that the ATU breached its duty of fair representation in its arbitrary presentation of Coley's grievance to the ATU membership, including failing to ensure the arbitration determination was made based on rational and objective criteria and failing to ensure Coley had a meaningful opportunity to advocate for himself by not providing him a copy of a video prior to the meeting and rejecting his request to show the video at the meeting. The Commission also finds that, as the record does not support that the ATU's arbitrary conduct impacted the arbitration vote or that Coley's grievance was likely to succeed in arbitration, the appropriate remedy is a cease and desist order and a notice posting.

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. 2022-8

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

UNION COUNTY VOCATIONAL-TECHNICAL
BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-2021-038

UNION COUNTY VOCATIONAL-TECHNICAL
EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the Union County Vocational-Technical Board of Education's request for a restraint of binding arbitration of the Union County Vocational-Technical Education Association's grievance. The grievance asserts that the Board violated the parties collective negotiations agreement when it allegedly did not allow an Association representative to fully participate in a member's American with Disabilities Act accommodations meeting, including not providing the Association representative with requested information and engaging in intimidating behavior. The Commission finds that the Association's grievance does not implicate Weingarten rights. The Commission further finds that the predominate issue of the Association's grievance is whether the Board impermissibly restrained the Association representative and denied her requested information at the ADA accommodations meeting, and that issue is mandatorily negotiable and legally arbitrable.

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P.E.R.C. NO. 2022-9

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

UNION COUNTY VOCATIONAL-TECHNICAL
BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-2021-039

UNION COUNTY VOCATIONAL-TECHNICAL
EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the Union County Vocational-Technical Board of Education's request for a restraint of binding arbitration of the Union County Vocational-Technical Education Association's grievance. The grievance asserts that the Board violated the parties' collective negotiations agreement when it improperly charged sick leave to members undergoing the American with Disabilities Act's interactive accommodations process. The Commission finds that the Association's grievance primarily concerns the restoration of sick leave and pay for two employees who were denied the ability to work remotely while the Board processed their ADA accommodation requests. The Commission concludes that such issues of wrongfully charged sick leave and withheld pay are generally mandatorily negotiable and legally arbitrable.

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P.E.R.C. NO. 2022-10

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

RIDGEFIELD PARK BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-2021-042

RIDGEFIELD PARK EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the Board's request for restraint of binding arbitration of the Association's grievance alleging that the Board violated the parties' collective negotiations agreement (CNA) by deducting health insurance contributions in excess of 1.5% and garnishing wages to recoup alleged healthcare contribution underpayments. The Commission finds that because the parties reached the Chapter 78 tier four health insurance contribution level in their previous contract, they were not statutorily preempted from negotiating a reduction in health insurance contributions in their current CNA. The Commission holds that whether the parties agreed to reduce contribution rates from the Chapter 78 statutory status quo, and what they agreed to, are legally arbitrable.

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P.E.R.C. NO. 2022-11

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

MORRIS COUNTY COLLEGE
FACULTY ASSOCIATION,

Respondent,

-and-

Docket No. CE-2021-011

COUNTY COLLEGE OF MORRIS,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission denies the College's motion for reconsideration of a Commission Designee's denial of its request for interim relief, pending a final decision on its unfair practice charge alleging that the Association violated the New Jersey Employer-Employee Relations Act by sending the College President a threatening e-mail after the College non-renewed several faculty members, trespassing on and damaging his personal property, posting lies about him on social media, and requesting to "follow" his children on social media. The Commission finds that the Designee reasonably determined that the factual record thus far does not support a finding that the College has a substantial likelihood of success and therefore did not satisfy the interim relief standards. The Commission also finds that there are several disputes of material fact, acknowledged by the College in its brief, that preclude interim relief. Accordingly, the Commission holds that the College has failed to establish extraordinary circumstances or exceptional importance warranting reconsideration.

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P.E.R.C. NO. 2022-12

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

GLOUCESTER COUNTY,

Respondent,

-and-

Docket No. CO-2020-008

COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO, LOCAL 1085,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission grants a motion for summary judgment filed by the Communications Workers of America, AFL-CIO, Local 1085 (CWA) on its unfair practice charge alleging that the County of Gloucester (County) encouraged CWA members to withdraw their authorization for union dues deductions, in violation of the New Jersey Employer-Employee Relations Act, as amended by the the Workplace Democracy Enhancement Act (WDEA). The Commission finds that the County's June 5, 2019 memorandum at issue could encourage CWA members to revoke their authorizations because it was narrowly directed at those who might wish to withdraw, and further directed them to do so "before the July 1 deadline," without further explanation; and that the County neither stated nor established a legitimate operational justification for issuing the memo. However, the Commission finds that CWA's requested remedy, the reimbursement of dues it alleges it would have received through July 1, 2020, from 24 employees who, but for the June memorandum, allegedly might have revoked their authorizations after July 1, 2019, was not fully supported by the record, which contained no certified facts or documents establishing same beyond the revocation emails of three CWA members. As such, pursuant to N.J.S.A. 34:13A-5.14(c), the Commission orders the County to make whole the CWA for dues deductions equivalent to those of three CWA members, between June 30, 2019 and July 1, 2020.

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P.E.R.C. NO. 2022-13

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

IRVINGTON HOUSING AUTHORITY,

Respondent,

-and-

OAL DKT. NO. PRC 03911-17
P.E.R.C. DKT. NO. CO-2016-193

SEIU, LOCAL 617
(JEFFREY BARRETT, ET AL.)

Charging Party.

JEFFREY BARRETT, ET AL.,
IRVINGTON HOUSING AUTHORITY
LAYOFF - 2016

OAL DKT. NO. CSV 06051-16
AGENCY DKT. NO. 2016-3370

SYNOPSIS

The Public Employment Relations Commission rejects exceptions filed by SEIU Local 617, and adopts the Initial Decision of an Administrative Law Judge (ALJ), in a consolidated unfair practice case before the Commission and a good faith layoff appeal before the Civil Service Commission, which contested layoffs implemented by the Irvington Housing Authority (IHA) in July 2016, affecting certain IHA employees including Local 617 members. The Commission cannot conclude the ALJ erred in finding that Local 617 failed to meet its initial burden of proving, by a preponderance of the evidence on the entire record, that protected conduct, an allegedly outstanding grievance at the time the layoff decision was made and allegedly numerous meetings Local 617 had with IHA in regards to its members, was a substantial or motivating factor in the layoff action; where Local 617 presented no documentary evidence of that protected conduct or concrete, specific testimonial facts that would, if true, establish when the grievance was filed or the dates of the meetings, their subject matter, and what was said in them. The Commission transfers the remaining aspects of the case to the Civil Service Commission.

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