

P.E.R.C. NO. 2023-020

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA, LOCAL 253

Respondent,

-and-

Docket No. CI-2022-018

CHENICQUA SIMS,

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 Chenicqua Sims against the United Brotherhood of Carpenters and Joiners of America, Local 253 (Local 253). The charge alleges that Local 253 violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq. (Act) when its representation of Sims at an arbitration contesting her termination from the Newark Housing Authority did not include presenting evidence of her sexual harassment claim. The Commission dismisses the charge as untimely because it was filed more than six months after Local 253 informed Sims' personal attorney that it would not be proceeding to arbitration on her sexual harassment grievance. The Commission finds that even if the charge were timely filed, Local 253 did not breach its duty of fair representation because the record shows that it exercised reasonable care in investigating the sexual harassment grievance and its decision not to pursue it was based on its good faith evaluation of the merits.

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. 2023-21

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

STATE OF NEW JERSEY (STATE POLICE),

Petitioner,

-and-

Docket No. SN-2022-034

STATE TROOPERS FRATERNAL ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies, in part, and grants, in part, the State's request for a restraint of binding arbitration of the STFA's grievance. The grievance alleged the State violated the parties' CNA by failing to make the grievant whole in back pay and benefits following the grievant's suspension pending disciplinary charges, which were ultimately dismissed in their entirety. The Commission finds that N.J.S.A. 53:1-10 and N.J.A.C. 4A:2-2.10(d)(3) do not preempt arbitration of the STFA's grievance. The Commission concludes due to the issue of the grievant's discipline is resolved, arbitration over the compensation issue would not significantly interfere with Superintendent's authority over discipline of the state police. However, the Commission grants the State's request to restrain arbitration to the extent that the STFA's grievance is seeking pension contributions as pension-related issues are not mandatorily negotiable nor legally arbitrable.

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P.E.R.C. NO. 2023-22

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

OLD TAPPAN BOROUGH,

Respondent,

-and-

Docket No. CO-2022-085

PBA LOCAL 206,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission grants the PBA's motion summary judgment on its unfair practice charge. The unfair practice charge alleges that the Borough violated N.J.S.A. 34:13A- 5.4a(1), (5) and (6), when the Borough refused to implement the parties' interest arbitration award, Docket No. IA-2021-001 (Award), including, but not limited to, provisions relating to salary terms and out-of-title pay. The Commission finds there is no genuine dispute of fact that the Borough has failed to pay the awarded salary increases and any compensation owed pursuant to the "Out of Title Pay" provision set forth in the Award. The Commission further finds that the terms set forth in the Award were enforceable and required to be implemented immediately, and thus, the Borough's repudiation of the terms of the Award for over a year constituted an unfair practice, violating 5.4a(5), and derivatively, 5.4a(1) of the Act. Lastly, the Commission finds the Borough also violated 5.4a(6) because the Borough's draft CNA materially altered the "Hourly Rate" and "Out of Title Pay" provisions, and thus, the Borough failed to accurately reflect the terms of the Award in its draft CNA and execute a new CNA based on the Award.

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P.E.R.C. NO. 2023-23

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

RUTGERS, THE STATE UNIVERSITY
OF NEW JERSEY,

Respondent,

-and-

Docket No. CO-2023-053

AAUP-AFT, AAUP-BHSNJ,
PART-TIME LECTURERS AAUP-AFT,

Charging Parties.

SYNOPSIS

On motions filed by the parties, each seeking reconsideration of a Commission Designee's Decision and Order on a request for interim relief on unfair practice charges alleging Rutgers committed an unfair practice when it unilaterally changed its COVID-19 policy by removing a requirement that face coverings be worn in indoor teaching spaces and libraries, the Commission grants Rutgers' motion and denies that of the AAUP Unions. The Commission reverses the interim decision, finding: (1) as the Designee was unable to conclude the Unions had a substantial likelihood of success on the merits, a required Crowe element, he properly dissolved temporary restraints he had previously issued in the case; (2) the Designee should have withheld interim relief as well, as he was also unable to conclude that the legal right underlying the Unions' claim is based upon settled law; and (3) the material facts in dispute, and novel legal questions presented, require an evidentiary hearing wherein the Unions may properly pursue their charges.

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