

P.E.R.C. NO. 2024-7

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

SALEM COUNTY SHERIFF'S DEPARTMENT,

Respondent,

-and-

Docket No. CO-2022-167

POLICEMEN'S BENEVOLENT ASSOCIATION,
LOCAL 400,

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 PBA. The charge alleges that the County violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq. (Act) when it issued a letter to two PBA members requiring them to use FMLA leave for their full 12-hour shifts rather than for partial shifts. Following a Commission Designee's interim relief decision issuing temporary restraints ordering the County to reinstate the PBA members' use of FMLA leave for partial shifts, the County rescinded the policy change and reimbursed the affected PBA members for any FMLA leave time lost. Finding that the County promptly returned the PBA to the status quo ante following the interim relief order and that there is no open issue in the case or evidence indicating a likelihood of recurrence of the County's alleged unfair practice, the Commission determines that the Director appropriately dismissed the charge as moot.

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. 2024-8

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

PBA Local 29,

Petitioner,

-and-

Docket No. SN-2023-041

TOWNSHIP OF IRVINGTON,

Respondent.

SYNOPSIS

The Commission denies the petition of PBA Local 29 for a restraint of binding arbitration of its grievance challenging the Township of Irvington's reliance on a provision of the parties' collective negotiations agreement (CNA) to unilaterally deduct money from the final paycheck of PBA members who resigned within five years after their start date, to recoup training costs expended by the Township. The PBA seeks a determination that the CNA provision is preempted by a statute, N.J.S.A. 40A:14-178, and therefore unenforceable. The Commission finds that the issue of training-cost reimbursement is mandatorily negotiable unless preempted, and that the statute does not do so, as it provides no means for reimbursement when an officer resigns after two years and/or is not re-hired by another law enforcement agency, and is also silent as to whether reimbursement is limited solely to the conditions specified in the statute.

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P.E.R.C. NO. 2024-9

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF JERSEY CITY,

Petitioner,

-and-

Docket No. SN-2023-045

JERSEY CITY PSOA,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants the City's request for a restraint of binding arbitration of the PSOA's grievance. The grievance asserts that the City violated the parties' collective negotiations agreement when failing to request a promotional examination from the Civil Service Commission (CSC) for the rank of Lieutenant. The Commission finds that the City's decision not to request a promotional examination from the CSC is not mandatorily negotiable as such a requirement would significantly interfere with its governmental policymaking powers in deciding whether to initiate a promotional process. The Commission further finds that the PSOA's allegations that the City failed to abide by the CSC's rules and regulations regarding promotional procedures should be raised with the CSC.

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P.E.R.C. NO. 2024-10

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

UNION COUNTY VOCATIONAL-TECHNICAL
SCHOOLS BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-2023-030

UNION COUNTY VOCATIONAL-TECHNICAL
EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants in part and denies in part the request of the Union County Vocational-Technical Board of Education's request for a restraint of binding arbitration of a grievance filed by the Union County Vocational Technical Education Association. The grievance contests the Board's decision to implement a class coverage schedule in response to unexpected teacher absences that required certain teachers to switch their daily curriculum and preparation periods when required to cover another class. The Commission finds that the order of the daily class schedule is a non-negotiable managerial prerogative and restrains arbitration to the extent the grievance seeks to prohibit the Board from switching the schedules. However, the Commission declines to restrain arbitration over the severable issue of compensation for working during a preparation period.

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P.E.R.C. NO. 2024-11

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

WAYNE TOWNSHIP BOARD OF EDUCATION,

Respondent,

-and-

Docket No. CO-2023-054

WAYNE EDUCATION ASSOCIATION,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission denies the Board's motion for summary judgment and the Association's cross-motion for summary judgment and remands the matter for a hearing. The Association's unfair practice charge alleges that the Board violated the Act when it declined to block third-party emails that encouraged teachers to revoke union dues. The Commission finds that the factual record does not sufficiently establish the purpose of the District's email system as it relates to third parties and the standard the District uses in determining which third-party emails are appropriate to gain access to its email system. Further, this matter involves novel legal issues and may involve constitutional issues that must be fully briefed by the parties.

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