

P.E.R.C. NO. 2024-25

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matters of

BOROUGH OF LODI,

Petitioner,

-and-

PBA LOCAL NO. 26,

Docket No. SN-2024-018

Respondent.

SYNOPSIS

The Public Employment Relations Commission dismisses the Borough's request for a scope of negotiations determination concerning a savings clause (Article 36) contained in its collective negotiations agreement (CNA) with the PBA. The Commission finds that because the parties are not in collective negotiations for a successor contract and because the clause is not the subject of a demand for binding arbitration, it will not exercise its scope of negotiations jurisdiction unless "special circumstances" exist. The Commission further finds that although there is a dispute involving Article 36 that is the subject of a pending unfair practice charge filed by the PBA, the Borough has not identified any intervening legislation or judicial or administrative decisions since the parties negotiated their current CNA that qualify as "special circumstances" to warrant scope of negotiations review. The Commission notes that the Borough may raise its scope of negotiations preemption argument as part of its defense to 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. 2024-26

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CEDAR GROVE TOWNSHIP BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-2024-020

CEDAR GROVE EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission dismisses the Board's and Association's joint request for a scope of negotiations determination concerning the negotiability of the parties' past practice regarding the consecutive use of paid sick leave and unpaid FMLA leave. The Commission finds that because the parties are not in collective negotiations for a successor contract and because the clause is not the subject of a demand for binding arbitration, it will not exercise its scope of negotiations jurisdiction unless "special circumstances" exist. The Commission further finds that although the family leave practice is the subject of a pending unfair practice charge filed by the Association, the Board has not identified any intervening legislation or judicial or administrative decisions since the parties negotiated their current CNA that qualify as "special circumstances" to warrant scope of negotiations review. The Commission notes that the Board may raise its scope of negotiations preemption argument as part of its defense to the unfair practice charge.

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P.E.R.C. NO. 2024-27

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

POLICEMEN'S BENEVOLENT ASSOCIATION,  
LOCAL 334,

Respondent,

-and-

Docket No. CI-2022-015

JUAN MENDOZA,

Charging Party.

SYNOPSIS

The Commission denies the request of PBA Local 334 for reconsideration of its decision granting a request for special permission to appeal from the partial refusal of the Director of Unfair Practices to issue a complaint on a unit member's charge against Local 334, and ordering that a complaint be issued on Mendoza's allegations of retaliation for protected activity (including a previous unfair practice charge Mendoza filed against Local 334). The Commission finds Local 334 has not demonstrated extraordinary circumstances and exceptional importance warranting reconsideration, and stresses that Local 334 will have the opportunity to raise any and all factual disputes and defenses it seeks to assert as this case moves through the unfair practice process.

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P.E.R.C. NO. 2024-28

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TOWNSHIP OF WEST ORANGE,

Petitioner,

-and-

Docket No. SN-2024-012

AFSCME COUNCIL 63, LOCAL 3476,

Respondent.

SYNOPSIS

The Commission denies the request of the Township of West Orange for a restraint of binding arbitration of a grievance filed by AFSCME Council 63, Local 3476, alleging the Township denied a unit member an overtime opportunity, in violation of a negotiated seniority-based overtime provision, when workers less senior than the grievant were called in to assist in the removal of a fallen tree branch blocking a residential road. Given the Township's admittedly mistaken belief that the grievant was unavailable to work on that occasion, the Commission finds the grievant's interest in pursuing an alleged contractual overtime claim is not outweighed by the Township's assertion that it acted to respond quickly to an emergency.

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P.E.R.C. NO. 2024-29

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

NEPTUNE TOWNSHIP BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-2024-014

NEPTUNE TOWNSHIP EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the Neptune Board of Education's request for a restraint of binding arbitration of a grievance filed by the Neptune Education Association. The grievance alleges that the Board violated the CNA when it failed to extend the grievant's unpaid medical leave of absence even though she had exhausted all sick leave benefits. Separately, the grievance alleges that the Board's continued maintenance of a notice of termination was a disciplinary action that violated the CNA. The Commission finds that no statute or regulation, including N.J.S.A. 18A:30-6, preempts negotiations over extended unpaid leaves of absence. The Commission also finds that the grievance's challenge to the notice of termination to be legally arbitrable because it is discipline within the meaning of N.J.S.A. 34:13A-29(c) and therefore, the entire grievance is arbitrable.

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