

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

NEW JERSEY SPORTS & EXPOSITION AUTHORITY

and

LOCAL 632, INTERNATIONAL ALLIANCE  
OF THEATRICAL STAGE EMPLOYEES,  
MOTION PICTURE TECHS,

Respondents-Movants,

-and-

Docket No. CI-2013-049

PETER CURTIS,

Charging Party-Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the New Jersey Sports & Exposition Authority's motion for summary judgment and denies Local 632, International Alliance of Theatrical Stage Employees, Motion Picture Techs' motion for summary judgment in an unfair practice case filed by Peter Curtis. Curtis alleges that the Authority violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., by discharging him after he accepted a one day suspension for a verbal altercation with a coworker, and that Local 632 violated the Act when it refused to process a grievance contesting his termination. Finding that the Authority's lack of standing argument regarding Curtis' 5.4a(5) claim lacks merit because he is also asserting a viable breach of duty of fair representation claim against the majority representative, the Commission denies the Authority's motion. Rejecting Local 632's argument that a union is not unreasonable as a matter of law if it refuses to take a discharge grievance to arbitration where the alleged conduct is offensive or vile, the Commission denies Local 632's motion. The case is remanded for hearing.

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. 2015-4

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BLOOMFIELD TOWNSHIP BOARD  
OF EDUCATION,

Petitioner,

-and-

Docket No. SN-2014-021

BLOOMFIELD EDUCATION  
SECRETARIES ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the request of the Bloomfield Township Board of Education for a restraint of binding arbitration of a grievance filed by the Bloomfield Education Secretaries Association. The grievance asserts that the Board violated the parties' collective negotiations agreement when it failed to recall two secretaries who had been laid off for economic reasons. The Commission finds that seniority for layoff and recall purposes is generally a mandatorily negotiable subject, and school employees who lack tenure are not precluded from negotiating recall rights.

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P.E.R.C. NO. 2015-5

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TRENTON BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-2014-027

TRENTON EDUCATION SECRETARIES ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants in part and denies in part the request of the Trenton Board of Education for a restraint of binding arbitration of a grievance filed by the Trenton Education Secretaries Association. The grievance asserts that the Board violated the parties' collective negotiations agreement (CNA) by deducting the full amount of health care contributions required by N.J.S.A. 18A:16-17.1(a) in year one in which employees were recalled, rather than deducting the full amount over the course of a four-year phase in. Finding that the statute provides the phase-in benefit only for those recalled employees who were employed by the Board on the date after the most recent CNA expired, the Commission declines to restrain arbitration for those employees and restrains arbitration for recalled employees who were re-employed after that date.

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P.E.R.C. NO. 2015-6

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

COUNTY OF SOMERSET,

Petitioner,

-and-

Docket No. SN-2014-028

SOMERSET COUNTY DRIVERS  
AND AIDES ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the request of the County of Somerset for a restraint of binding arbitration of a grievance filed by the Somerset County Drivers and Aides Association. The grievance asserts that the County violated overtime procedures when it offered 4-H fair overtime driving opportunities to drivers from both the minibus and motor coach overtime rotation lists. The Commission holds that the increased passenger loads for the 4-H fair buses did not create an emergent situation allowing for deviation from mandatorily negotiable overtime allocation procedures because the situation was anticipated by the County several days in advance and the record does not show that assigning overtime exclusively from the minibus list would have resulted in a shortage of qualified drivers.

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P.E.R.C. NO. 2015-7

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BAYONNE BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-2014-031

BAYONNE TEACHERS ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the request of the Bayonne Board of Education for a restraint of binding arbitration of a grievance filed by the Bayonne Teachers Association. The grievance contests the withholding of a teacher's salary increment. Finding that the teacher's failure to provide calculators during a standardized test does not primarily relate to teaching performance, and that the teacher already had positive performance evaluations and was recommended for an increment prior to the testing mistake, the Commission holds that the withholding was not predominately based on an evaluation of teaching performance.

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P.E.R.C. NO. 2015-8

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

RUTGERS, THE STATE  
UNIVERSITY OF NEW JERSEY,

Petitioner,

-and-

Docket No. SN-2014-033

FOP LODGE 62,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants the request of Rutgers, the State University of New Jersey for a restraint of binding arbitration of a grievance filed by FOP Lodge 62. The grievance asserts that Rutgers violated the parties' collective negotiations agreement when it imposed disciplinary charges and a penalty on a police officer. The Commission holds that Rutgers has a managerial prerogative to impose discipline, and that State v. State Troopers Fraternal Ass'n, 134 N.J. 393 (1993) precludes binding arbitration of major disciplinary disputes involving police officers.

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P.E.R.C. NO. 2015-9

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BOROUGH OF SOUTH PLAINFIELD,

Petitioner,

-and-

Docket No. SN-2014-052

PBA LOCAL 100,

Respondent.

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BOROUGH OF SOUTH PLAINFIELD,

Petitioner,

-and-

Docket No. SN-2014-053

PBA LOCAL 100, SOA,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants the request of the Borough of South Plainfield for a restraint of binding arbitration of grievances filed by PBA Local 100 and PBA Local 100, SOA. The grievance asserts that the Borough violated the parties' collective negotiations agreement by not providing compensation or leave to police officers who worked during the October 2013 federal government shutdown. Finding that no police officers were assigned extra work or were required to work while others were granted holidays during the federal shutdown, and that the federal government shutdown did not intimately and directly affect the work and welfare of PBA members, the Commission holds that the grievances are not legally arbitrable.

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P.E.R.C. NO. 2015-10

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

EGG HARBOR TOWNSHIP BOARD OF EDUCATION,

Petitioner,

-and-

Docket Nos. SN-2013-029

SN-2013-030

EGG HARBOR TOWNSHIP EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the request of the Egg Harbor Township Board of Education for a restraint of binding arbitration of grievances filed by the Egg Harbor Township Education Association. The grievances assert that the Board violated the parties' collective negotiations agreement when it did not renew the annual contracts of a teacher's aide and a custodian. The Commission finds that whether the Board agreed to provide contractual tenure to teachers' aides and custodians and whether, if so, it had just cause to dismiss them are legally arbitrable.

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P.E.R.C. NO. 2015-11

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TOWNSHIP OF BRIDGEWATER,

Petitioner,

-and-

Docket No. SN-2014-004

PBA LOCAL 174,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants the request of the Township of Bridgewater for a restraint of binding arbitration of a grievance filed by PBA Local 174. The grievance asserts that the Borough violated the parties' collective negotiations agreement (CNA) and past practice when it refused to pay annual salary increments following the expiration of the CNA. Finding that automatic movement on a salary guide after the expiration of a contract does not continue to be a term and condition of employment, and that the Commission recently adopted a "static" status quo doctrine not requiring continued salary advancement after a contract expires, the Commission holds that the issue is not mandatorily negotiable.

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