

P.E.R.C. NO. 2006-92

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

STATE OF NEW JERSEY,

Public Employer,

-and-

Docket No. RO-2006-034

POLICEMEN'S BENEVOLENT ASSOCIATION,
LOCAL 105 OF THE NEW JERSEY STATE
PBA,

Petitioner,

-and-

NEW JERSEY STATE CORRECTIONS ASSOCIATION
AFFILIATED WITH THE FOP LODGE 200,

Intervenor.

SYNOPSIS

_____The Public Employment Relations Commission denies a request for review of D.R. No. 2006-18 filed by the New Jersey State Corrections Association affiliated with the FOP Lodge 200. In that decision, the Director of Representation dismissed the FOP's objections to a representation election won by the Policemen's Benevolent Association, Local 105 of the New Jersey State PBA and certified the PBA as the majority representative of law enforcement officers employed by the State of New Jersey in specified titles. The Commission finds that the FOP has not established any of the grounds for review under N.J.A.C. 19:11-8.2(a).

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. 2006-93

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BOROUGH OF MIDDLESEX,

Petitioner,

-and-

Docket No. SN-2006-058

UNITED SERVICE WORKERS,
IUJAT, LOCAL 255,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants, in part, the request of the Borough of Middlesex for a restraint of binding arbitration of a grievance filed by an employee represented by the United Service Workers, IUJAT, Local 255 who was not promoted to a vacant position. The Commission grants a restraint to the extent the grievance contests the Borough's substantive decision to permanently appoint another employee to the position. The Commission denies a restraint over mandatorily negotiable procedural issues related to the promotion.

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P.E.R.C. NO. 2006-94

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF SUMMIT,

Petitioner,

-and-

Docket No. SN-2006-051

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 469,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants, in part, the request of the City of Summit for a restraint of binding arbitration of grievances filed by the International Brotherhood of Teamsters, Local 469. The grievances were filed on behalf of four candidates who were not selected for a promotion to an equipment operator position. The Commission grants a restraint to the extent the grievances challenge the City's substantive decision to permanently promote an employee other than grievants and the decision to have foremen conduct interviews and make recommendations. The Commission denies a restraint over mandatorily negotiable procedural issues related to the promotion.

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P.E.R.C. NO. 2006-95

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF NEWARK,

Petitioner,

-and-

Docket No. SN-2006-062

COMMUNICATIONS WORKERS OF
AMERICA, LOCAL 1037, AFL-CIO,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the request of the City of Newark for a restraint of binding arbitration of a grievance filed by the Communications Workers of America, Local 1037, AFL-CIO. The grievance asserts that the City violated an agreement to move attorneys who were on a 35 hour per week pay scale to a 37.5 hour per week pay scale without changing their work schedule or increasing their work hours. The Commission concludes that while the City has a managerial prerogative to determine the hours and days during which its services will be operated and the staffing levels to provide such services, these prerogatives do not take away the employees' right to negotiate over which employees will work what hours given the hours of operation and staffing levels set by management. The Commission concludes that the employees' interests in seeking to enforce the alleged agreement outweigh the employer's interests in increasing the employees' work hours unilaterally.

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P.E.R.C. NO. 2006-96

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BOROUGH OF RINGWOOD,

Petitioner,

-and-

Docket No. SN-2006-081

RINGWOOD P.B.A. LOCAL NO. 247,

Respondent.

SYNOPSIS

The Public Employment Relations Commission finds a provision in an expired collective negotiations agreement between the Borough of Ringwood and the Ringwood P.B.A. Local No. 247 to be not mandatorily negotiable. The provision concerns retirement entitlements for past Borough employees. The Commission concludes that the provision is not mandatorily negotiable because it addresses benefits of employees who have already retired as well as the benefits of employees who will retire; and it supplements pension benefits in violation of the prohibition announced in Fair Lawn Ed. Ass'n v. Fair Lawn Bd. of Ed., 79 N.J. 574 (1979).

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P.E.R.C. NO. 2006-97

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

HILLSBOROUGH TOWNSHIP
BOARD OF EDUCATION,

Respondent,

-and-

Docket No. CO-2003-321

HILLSBOROUGH EDUCATION
ASSOCIATION,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission grants, in part, a cross-motion for summary judgment filed by the Hillsborough Board of Education on a Complaint based on an unfair practice charge filed by the Hillsborough Education Association. The charge alleges that the Board violated the New Jersey Employer-Employee Relations Act when it did not negotiate with the Association over requiring employees who took leaves under the New Jersey Family Leave Act or the federal Family and Medical Leave Act (FMLA) to reimburse it for health care premiums if they did not return to work and when it dealt directly with individual employees over the reimbursement requirement. The Commission holds that neither statutory scheme mandates reimbursement and that any discretion the Board has to seek reimbursement must be exercised consistent with its negotiations obligation under the New Jersey Employer-Employee Relations Act. As for the unfair practice allegations, the Commission dismisses the allegations that the Board violated N.J.S.A. 34:13A-5.4a(2) and (3). The Commission concludes that the Association did not cite any facts, arguments or precedents pertinent to those allegations. In addition, the Commission concludes that at this juncture it cannot definitively answer whether the Board violated N.J.S.A. 34:13A-5.4a(1) and (5) and denies the parties' cross-motions for summary judgment.

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P.E.R.C. NO. 2006-98

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BOONTON BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-2006-72

BOONTON EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the request of the Boonton Board of Education for a restraint of binding arbitration of a grievance filed by the Boonton Education Association. The grievance asserts that the Board violated the parties' collective negotiations agreement when it reduced the work hours and compensation of eight teaching assistant positions from full-time to part-time and eliminated their fringe benefits. The Commission concludes that the number of hours an employee works and fringe benefits are mandatorily negotiable terms and conditions of employment.

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P.E.R.C. NO. 2006-99

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

OLD BRIDGE BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-2006-073

OLD BRIDGE EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission determines that the last sentence of a clause in the collective negotiations agreement between the Old Bridge Board of Education and the Old Bridge Education Association is mandatorily negotiable. The clause provides that suspensions, except in the case of tenure charges or criminal indictment, shall be with full pay. The Commission concludes that this clause is not preempted by the 1990 discipline amendments, N.J.S.A. 34:13A-22, and is not inconsistent with N.J.S.A. 18A:6-3.

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P.E.R.C. NO. 2006-100

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BRIDGETON BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-2006-050

ASSOCIATION OF BRIDGETON
ADMINISTRATORS,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants, in part, the request of the Bridgeton Board of Education for a restraint of binding arbitration of a grievance filed by the Association of Bridgeton Administrators. The grievance contests the withholding of an assistant principal's employment and adjustment salary increments. The Commission holds that the allegations that the principal did not observe due process or communicate appropriately during student investigations involve the teaching performance of a school administrator and that those allegations must be reviewed by the Commissioner of Education. The Commission denies a restraint of arbitration over allegations that the contract was violated when the principal was not informed of the possibility that her increment would be withheld or given written reasons for the withholding or an opportunity to appear before the Board. These allegations raise procedural issues that may be arbitrated.

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STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

EAST ORANGE BOARD OF EDUCATION,

Respondent,

-and-

Docket No. TI-2006-004

CLARISSE SMITH-JARVIS,

Petitioner.

EAST ORANGE BOARD OF EDUCATION,

Respondent,

-and-

Docket No. TI-2006-005

RODNEY BEAVER,

Petitioner.

EAST ORANGE BOARD OF EDUCATION,

Respondent,

-and-

Docket No. CO-2006-153

EAST ORANGE EDUCATION ASSOCIATION,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission denies the East Orange Board of Education's motion for summary judgment. Clarice Smith-Jarvis and Rodney Beaver petitioned for contested transfer determinations claiming that the Board transferred them between work sites for disciplinary reasons in violation of N.J.S.A. 34:13A-25. The East Orange Education Association filed an amended unfair practice charge alleging that the Board violated the Act when it transferred Smith-Jarvis, Beaver and other employees because they spoke out in opposition to the non-renewal of a co-worker's employment contract. The Commission concludes that there are issues in both the contested transfer petitions and the unfair practice charge that cannot be decided without a hearing.

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P.E.R.C. NO. 2006-102

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TOWNSHIP OF MIDDLETOWN,

Petitioner,

-and-

Docket No. SN-2006-064

MIDDLETOWN TOWNSHIP P.B.A.
LOCAL 124,

Respondent.

SYNOPSIS

The Public Employment Relations Commission denies the request of the Township of Middletown for a restraint of binding arbitration of a grievance filed by Middletown Township P.B.A. Local 124. The grievance asserts that the Township violated the parties' current and previous contracts when it required Medicare-eligible retirees to pay the full cost of health insurance coverage under Medicare Part B. The Commission concludes that health benefits for future retirees are mandatorily negotiable so long as the benefit sought is not preempted by statute or regulation. The Commission finds that the employer's discretion to pay for the cost of retiree health benefits is not preempted and may be exercised through negotiations. The Commission further holds that the PBA may legally seek to enforce alleged contractual obligations on behalf of retired employees as well as current employees because it has a cognizable interest in ensuring that the terms of its collective negotiations agreements are honored.

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STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

FRANKLIN TOWNSHIP,

Respondent,

-and-

Docket No. CO-2006-239

FRANKLIN TOWNSHIP PBA
LOCAL NO. 188,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission grants the request of Franklin Township PBA Local No. 188 for reconsideration of I.R. No. 2006-19 and a subsequent letter decision denying reconsideration of that decision. The PBA filed an unfair practice charge alleging that the Township of Franklin violated the New Jersey Employer-Employee Relations Act when it unilaterally changed the level of health insurance benefits, including the choice of physicians available to unit members. The designee denied the PBA's application concluding that the parties' contract allows the Township to change carriers and benefits "so long as in the aggregate substantially similar benefits are provided" and that the PBA had not demonstrated a likelihood of success on the merits of the charge. The PBA filed a new request for interim relief or reconsideration of the initial request based on new information revealed in the summary plan documents. The PBA alleged that the plan change was greater than imagined. The designee denied the request for reconsideration finding no extraordinary circumstances warranted reconsideration. The Commission disagrees and finds that the reduction in benefits and the increases in out-of-pocket expenditures are substantial and the ability to go to out-of-network providers has been eliminated. The Commission does not order the employer to restore the old plan at this time, but orders it to create a fund to reimburse employees for any expenses under the new medical plan that were covered by the prior medical plan. The Township also has the option of restoring the former plan. The order remains in effect pending the completion of the litigation.

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