

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of	:	
	:	
STATE OF NEW JERSEY	:	
(DEPARTMENT OF TREASURY),	:	
Respondent,	:	
-and-	:	PERC Docket No. CO-H-95-71
	:	OAL Docket No. PRC 10935-99S
COMMUNICATIONS WORKERS OF	:	(REMAND PRC 8187-95)
OF AMERICA, AFL-CIO,	:	
Charging Party.	:	
<hr/>		
GEORGE GLOVER,	:	
Appellant,	:	
v.	:	OAL Docket No. CSV 10708-94
STATE OF NEW JERSEY	:	
(DEPARTMENT OF TREASURY),	:	
Respondent.	:	

SYNOPSIS

The Public Employment Relations Commission, under a predominant interest order, concludes that, with the exception of his initial participation in a July 19 interview, George C. Glover was not engaged in protected activity on July 18 and 19, 1994. An initial decision and a supplemental initial decision were issued by an Administrative Law Judge on a consolidated appeal before the Merit System Board filed by Glover and an unfair practice charge filed with the Commission by the Communications Workers of America, AFL-CIO. The charge alleged that Glover's suspension and termination violated the New Jersey Employer-Employee Relations Act. CWA asserts that Glover was suspended and terminated in retaliation for his efforts as a shop steward. In the unfair practice charge portion, the ALJ found that CWA had not shown that Glover's activity was protected and dismissed the charge. The Commission concludes that Glover's activity on July 18, 1994 was unprotected. The Commission further concludes that Glover's initial involvement in a July 19 discussion was protected, but that his representation became unprotected when he obstructed management's right to conduct an investigatory interview. While Glover's initial involvement was a partial motivating factor for his termination, the Commission states that this one factor appears to be an unsubstantial consideration when compared to the gravity of Glover's misconduct on July 18 and several other cited incidents. The Commission leaves it to the Merit System Board to determine whether Glover would have been terminated in any event based on legitimate business reasons and his unprotected activity. The Commission concludes that that determination involves an assessment of all the numerous specifications against Glover and is beyond the Commission's authority under the predominant interest order. The Commission enters no order and transfers the case to the Merit System Board.

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.

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

STATE OF NEW JERSEY,
(DEPARTMENT OF HUMAN SERVICES),

Respondent,

-and-

Docket No. CO-H-97-47

COMMUNICATIONS WORKERS OF AMERICA,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission dismisses a Complaint against the State of New Jersey (Department of Human Services). The Communications Workers of America filed an unfair practice charge against the State alleging that the State violated the Act when it reprimanded Donald Garlanger, a teacher at Ancora Psychiatric Hospital, for not being in his work area on March 28 and April 16, 1996; for yelling at a supervisor on March 28; and for physically intimidating another supervisor on March 29. CWA alleges that the reprimand was in retaliation for his protected activities as a shop steward. The Commission concludes, however, that Garlanger was not engaged in protected activity when he yelled at a supervisor on March 28 in locations accessible to staff and patients after the supervisor had ended an impromptu gathering of employees and directed them to return to work, nor was he engaged in protected activity the next day when he intimidated another supervisor by yelling at her from as close as six inches. The Commission concludes that reprimanding Garlanger for this conduct did not violate the Act. The Commission also concludes that CWA has not proved by a preponderance of the evidence that retaliation for protected activity was a motivating factor in reprimanding Garlanger for absences from his work areas.

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.

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TOWNSHIP OF HILLSBOROUGH,

Respondent,

-and-

Docket No. SN-2001-34

HILLSBOROUGH TOWNSHIP
P.B.A. LOCAL NO. 205,

Petitioner.

SYNOPSIS

The Public Employment Relations Commission determines, under the limited facts of this case, that a proposal made by Hillsborough Township P.B.A. Local No. 205 to modify vacation language is mandatorily negotiable and may be submitted to an interest arbitrator for inclusion in a successor collective negotiations agreement with the Township of Hillsborough. The proposal requires the employer to negotiate before changing the vacation policy unless there is an operational emergency. The Commission concludes that the language is not preempted by N.J.S.A. 40A:14-118. The Commission also concludes that provisions setting the number of employees permitted to be on vacation are mandatorily negotiable, absent specific staffing shortages.

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.

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

PASSAIC BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-2001-7

EDUCATION ASSOCIATION OF PASSAIC,

Respondent

SYNOPSIS

The Public Employment Relations Commission determines the negotiability of the subject of an arbitration award sustaining a grievance filed by the Education Association of Passaic. The award determined that the Passaic Board of Education violated its agreement with the Association when it extended half-day sessions at the Lincoln Middle School past 1:00 p.m. and did not pay teachers for the extra time. The Superior Court ordered the award transferred to the Commission for a determination on "whether the length of the school day and/or the issue of pay for an extension of the day is mandatorily negotiable." The Commission finds that the portion of the arbitrator's remedy awarding compensation for the increase in the workday is mandatorily negotiable. The Commission also concludes that the arbitrator's directive to rescind the 17-minute extension of the workday does not significantly interfere with any educational policy.

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. 2001-55

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CAMDEN COUNTY SHERIFF

Respondent,

-and-

Docket No. CO-H-97-364

PBA LOCAL 277,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission finds that the Camden County Sheriff violated the New Jersey Employer-Employee Relations Act when it reprimanded a sheriff's officer represented by PBA Local 277 for submitting a letter as a PBA delegate directly to the Sheriff. The Commission dismisses the remaining allegations in the Complaint.

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. 2001-56

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF ATLANTIC CITY,

Petitioner,

-and-

Docket No. SN-2001-16

I.A.F.F. LOCAL #198,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants the request of the City of Atlantic City for a restraint of binding arbitration of a grievance filed by I.A.F.F. Local #198. The grievance concerns out-of-title assignments. The Commission concludes that provisions allocating work assigned in temporarily vacant higher titles to qualified public safety employees are permissively negotiable and legally arbitrable; but an employer cannot be forced to fill a vacant position if it decides not to do so.

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.

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BOROUGH OF PARAMUS,

Petitioner,

-and-

Docket No. SN-2001-1

PARAMUS P.B.A. LOCAL 186,

Respondent.

SYNOPSIS

The Public Employment Relations Commission addresses the negotiability of an administrative fee provision in an agreement between the Borough of Paramus and the Paramus P.B.A. Local 186. The Commission also addresses the legal arbitrability of a grievance contesting an increase in the administrative fee charged to private employers requesting police services. First, the Commission holds that the administrative fee provision is not a term and condition of employment and therefore not mandatorily negotiable. This provision may not be submitted to interest arbitration without the Borough's consent. Next the Commission holds that the administrative fee provision involves an economic issue of administrative cost and does not determine an issue of governmental policy and is therefore permissively negotiable and may be submitted to binding arbitration.

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.

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TOWN OF KEARNY,

Respondent,

-and-

Docket No. SN-2001-11

KEARNY FIRE SUPERIOR
OFFICERS ASSOCIATION,

SYNOPSIS

The Public Employment Relations Commission determines the negotiability of portions of existing contract articles and negotiations proposals made by the Kearny Fire Superior Officers Association for inclusion in a successor collective negotiations agreement with the Town of Kearny. The Commission finds the following to be mandatorily negotiable: a portion of a clause concerning time off for union business; a portion of a clause on discrimination and coercion; a clause providing that holiday pay be included in base pay; a portion of a clause providing for exceeding the number of tours of duty exchanges upon prior approval of the chief; a proposal to increase the number of tour swaps allowed each year; a portion of a clause requiring that no captains be assigned any duties unrelated to firefighting; a clause providing that the union be able to use all bulletin boards in the firehouses; a clause providing that the Town provide medical treatment, insofar as provided by law, to unit members retired on a disability from a work-related injury; a clause requiring the retention of all existing benefits; proposals seeking continuing education and training bonuses and a stipend for the training captain; a proposal seeking to change the present 10/14 schedule to a 24/72 schedule; and a proposal that paychecks be distributed in sealed envelopes.

The Commission finds not mandatorily negotiable a health insurance carrier clause which would identify the specific providers; proposals that would (1) eliminate any reference to insurance co-pays from the agreement, and (2) provide that the death of a member or retiree will not affect the continuation of insurance coverage under the same terms, presumably for spouses and dependents; a portion of a clause that does not condition exchange of tours on prior approval; a portion of a clause concerning the determination of the uniform; a clause providing that the contract be reopened if a minimum staffing becomes mandatorily negotiable; and a clause which interferes with the Town's determination of whether and when to fill a vacancy.

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.