P.E.R.C. NO. 2027 9

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

PBA LOCAL 334,

Respondent,

-and- Docket No. CI-2022-015

JUAN MENDOZA,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission denies Juan Mendoza's exceptions to a Hearing Examiner's decision dismissing an unfair practice charge filed against PBA Local 334. Mendoza, a former president of PBA Local 334, alleged that the Local retaliated against him for filing an unfair practice charge by suspending his membership for three years and banning him from holding a future union leadership position. The Hearing Examiner concluded that these disciplinary actions were initiated and adjudicated by the State PBA, who was not a named party to the dispute. The record also reflected that the State PBA and Local are separate entities. Accordingly, the Commission affirms the Hearing Examiner's Report.

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. 2027 10

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

DEPTFORD TOWNSHIP BOARD OF EDUCATION,

Respondent,

-and- Docket No. CO-2025-227

DEPTFORD EDUCATION ASSOCIATION,

Charging Party.

SYNOPSIS

On exceptions filed by the Board, the Public Employment Relations Commission adopts a Hearing Examiner's report denying the Board's motion for summary judgment and granting the Association's cross-motion for summary judgment. The Commission finds that the Board violated subsections 5.4a(3) and, derivatively, 5.4a(1), of the New Jersey Employer-Employee Relations Act by non-renewing a groundskeeper in retaliation for his protected activity. Specifically, the Commission finds that the groundskeeper engaged in protected activity by questioning his supervisor about proposed summer schedule changes, discussing the issue with other unit members, and expressing his intent to file a grievance. The record also demonstrates that the Board was aware of the protected activity and the preponderance of both direct and circumstantial evidence shows that the Board was hostile to that activity, e.g., an email sent by his supervisor and a certification provided by the superintendent included language that demonstrated hostility. The Commission also finds that the Board's asserted reasons for the non-renewal were pretextual. The Commission orders the Board to reinstate the employee and make him whole for any lost wages and benefits.

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P.E.R.C. NO. 2027 11

STATE OF NEW JERSEY

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF TRENTON,

Respondent,

-and- Docket No. IA-2026-021

PBA LOCAL NO. 11,

Appellant.

SYNOPSIS

The Public Employment Relations Commission affirms an interest arbitration award issued to settle successor contract negotiations between the City and the PBA. The PBA appealed, arguing that the arbitrator erred by: denying some of the PBA's requested subpoenas; not making adverse inferences against the City for its failure to provide the requested base salary cost for all unit members; having the PBA recalculate its cost-outs prior to the second day of hearing based on the City's roster of unit members; and denying the PBA's compensatory time proposal. The PBA also argued that the arbitrator's cost analysis of his award was flawed and that the arbitrator failed to adequately consider the 16g statutory factors of private sector wages, cost of living, and continuity and stability of employment. The Commission finds that the arbitrator appropriately considered the PBA's subpoena proffers and explained his reasoning for denying some. The Commission finds that the arbitrator did not err in exercising his discretion to proceed with the hearing based on the PBA's cost-outs and then relying on the City's roster of unit members when requesting that the PBA update its cost-outs prior to the second day of hearing. The Commission also finds that the arbitrator explained the weight he afforded to the 16g statutory factors, demonstrated his consideration of the parties' evidence and arguments on each proposal, and explained his reasoning for each element of the award in light of the record.

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P.E.R.C. NO. 2027 12

STATE OF NEW JERSEY

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

COUNTY OF UNION,

Petitioner,

-and-

Docket Nos. SN-2026-024;

UNION COUNCIL 8,

SN-2026-028

CONSOLIDATED

Respondent.

SYNOPSIS

The Public Employment Relations Commission partially grants consolidated requests of the County of Union to restrain binding arbitration of two grievances filed by Union Council 8. One grievance was filed on behalf of an employee who received a written warning pertaining to his sick leave use, and the other grievance was filed on behalf of all unit members impacted by a sick leave verification policy referenced in the written warning. The Commission restrains arbitration of both grievances to the extent they challenge the County's non-negotiable managerial prerogatives to require doctor's notes as part of a sick leave verification policy and to issue non-disciplinary warning notices to employees after a certain number of sick leave absences. The Commission finds the warning was not disciplinary as it was neutral in tone and was limited to citing the employee's absenteeism record, referencing the applicable policy and requiring him to produce doctor's notes for future absences. The warning also did not trigger the withholding of sick leave or other discipline. The Commission declines to restrain arbitration of the employee's grievance to the extent it contends the County disciplined him without just cause by extending the doctor's note requirement beyond the calendar year in which the need for sick leave verification arose, contrary to the County's written policy and the parties' CNA.

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