

D.U.P. NO. 87-2

STATE OF NEW JERSEY  
PUBLIC EMPLOYMENT RELATIONS COMMISSION  
BEFORE THE DIRECTOR OF UNFAIR PRACTICES

In the Matter of

STATE OF NEW JERSEY,  
MONTCLAIR STATE COLLEGE,

Respondent,

-and-

DOCKET NO. CO-86-287

COUNCIL OF NEW JERSEY STATE  
COLLEGE LOCALS, NJSFT-AFT/AFL-CIO,

Charging Party.

Synopsis

The Director of Unfair Practices declines to issue a complaint in a matter where Montclair State College implemented a plan to distribute faculty advisement work to faculty members without negotiating the implementation of the plan with the Council of New Jersey State College Locals. The Commission has consistently held that management has had a non-negotiable prerogative to make assignments within a negotiable unit. Accordingly, it had no obligation to negotiate the implementation of this plan.

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Appearances:

For the Respondent  
Office of Employee Relations  
(Frank Mason, Director)

For the Charging Party  
Council of N.J. State College Locals  
(Thomas H. Wirth, Staff Representative)

REFUSAL TO ISSUE COMPLAINT

On April 14, 1986, the Council of New Jersey State College Locals, ("Council") filed an Unfair Practice Charge with the Public Employment Relations Commission ("Commission") on behalf of the Montclair State Federation of College Teachers, Local 1904, AFT ("Local") employed at Montclair State College ("College") against the State of New Jersey, Office of Employee Relations ("State"). The charge alleged that the College Administrators, as agents of the State, engaged in unfair practices within the meaning of the New

Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., ("Act") specifically, subsections 5.4 (a)(5) and (6).<sup>1/</sup>

The charge specifically alleges that the College Administration issued a memorandum indicating that it was implementing an "administrative reorganization of the academic advisement system" and, although the parties had negotiated concerning this reorganization, the College failed to negotiate in good faith when it refused to reduce to writing an alleged agreement reached by the parties on this issue.

The Commission delegated its authority to issue complaints to me and established a standard upon which an unfair practice complaint may be issued. The standard provides that a complaint shall issue if it appears that the allegations are true.<sup>2/</sup> If this standard has not been met, I may decline a complaint.<sup>3/</sup>

For the reasons set forth below, I do not believe that the Commission's complaint issuance standards have been met.

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<sup>1/</sup> These subsections prohibit public employers, their representatives or agents from: "(5) Refusing to negotiate in good faith with a majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit, or refusing to process grievances presented by the majority representative; (6) Refusing to reduce a negotiated agreement to writing and to sign such agreement."

<sup>2/</sup> N.J.A.C. 19:14-2.1.

<sup>3/</sup> N.J.A.C. 19:14-2.3.

The Council alleges that the Board violated subsections 5.4(a)(5) and (6) when it failed to negotiate over its decision to implement an academic advisement schedule reorganization for faculty members. Essentially, the Council claims this reorganization involves assigning additional advisement work to the faculty, beyond the contractually required workload.

The College distributed a memorandum indicating that a reorganization would take place. Once the Council was made aware of the intended reorganization they filed a grievance concerning these additional work assignments.

It is alleged by the Council that the parties met and negotiated this issue. Moreover, the parties reached a tentative agreement memorializing their settlement discussions.

Subsequently, the College proposed that those faculty members who received additional advisement duties would have their teaching duties reduced. This proposal was apparently not acceptable to the Council.

The College informed the Council that any previous meetings were simply discussions, not negotiations. The College then asserted it had a managerial prerogative to impose academic reorganizations and it had no obligation to negotiate as charged by the Council. The College issued a notice to faculty implementing its faculty advisement plan. That plan included the proposed swap of teaching duties for advisement duties.

ANALYSIS

The Council does not allege that either teaching time or total workload was increased by the reorganization. Nor has the issue of negotiations concerning compensation been raised.


The Commission has consistently held that "management has a non-negotiable prerogative to make assignments within a negotiations unit...." See Rutgers, The State University, P.E.R.C. No. 84-45, 9 NJPER 663 (¶14287 1983); Essex County College, P.E.R.C. No. 83-78, 9 NJPER 49 (¶14024 1982).

Moreover, an employer may not be required to negotiate proposals pertaining to reorganizations be they academic or administrative. See, e.g., Rutgers, The State University and "RUCTA", P.E.R.C. No. 83-136, 9 NJPER 276 (¶14127 1983).

It is clear that the College's actions are a non-negotiable management prerogative and, as such, there was no obligation on the part of the College to negotiate the implementation of its revision of the academic advisement system. The College did not commit an unfair practice when it refused to negotiate over its implementation.

Accordingly, the Commission's complaint issuance standards have not been met and I decline to issue a complaint in this matter.

BY ORDER OF THE DIRECTOR  
OF UNFAIR PRACTICES

  
Edmund G. Gerber, Director

DATED: July 11, 1986  
Trenton, New Jersey