LEGAL ALERT

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Teachers Cannot Receive Full Salaries While Performing Only Union Work
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The New Jersey Superior Court, Appellate Division recently held that it was unlawful for a school district to pay two teachers their full salaries and benefits while they devoted the entirety of their work time to union business. Rozenblit v. Lyles, No. A-1611-17T1, 2019 N.J. Super. (App. Div. Aug. 21, 2019).

In Rozenblit, two taxpayers challenged the legality of a provision in the collective negotiations agreement (the "contract") entered into between the Board of Education and the teachers' union that required the Board to pay the salaries and benefits of two teachers selected as the union president and a designee, who would spend all of their working hours tending to the business and affairs of the union. The Board was also required to provide the president with "adequate office and parking facilities." The Board and the union both interpreted this provision of the contract to require the Board to pay the union president and designee their full salaries and benefits.

The plaintiff taxpayers argued that the contractual provision violated Article VIII, § 3, ¶ 3 of the New Jersey Constitution, which states that: "No donation of land or appropriation of money shall be made by the State or any county or municipal corporation to or for the use of any society, association, or corporation whatever." They also argued that N.J.S.A. 18A:30-7, which permits Boards to pay the salaries of employees for absences that do not qualify as sick time, did not permit the Board to reassign two teachers to spend the totality of their professional time as the "exclusive and sole bargaining representative[s] for all certificated personnel, attendance counselors, and teachers assistants" employed in the District.

The Appellate Division declared that the Legislature did not intend to authorize the Board to enter into the contractual arrangement at issue. It stated that while N.J.S.A. 18A:30-7 allowed the Board to pay employees for absences that did not constitute sick leave, those employees must have been absent from work for reasons unrelated to sick leave. Here, the union president and designee at issue were not absent from work.

The Court found that N.J.S.A. 18A:30-7 did not authorize the Board to disburse public funds to the two teachers who were acting exclusively as labor leaders, while receiving the same salaries and benefits as the day-to-day teachers educating the students. Such an arrangement conferred no benefit to the Board, and as noted by the Court, "in fulfilling their duties to the [union], the teachers' role [was] to advocate the interests of the [union], even when such interests may [have] conflict[ed] with the educational and administrative policies of the Board." The contractual provision at issue was determined to have been against public policy and unenforceable.

School officials should review their labor agreements to ascertain whether they have language requiring their districts to pay all or part of a union official's salary while that official is authorized to spend some or all of his/her work day conducting union business on District time at taxpayer expense. If so, they should consult with Counsel to determine the District's options in light of the Rozenblit decision.

Should you have any questions regarding the effect of this decision or related issues, please contact the school law attorneys at SPSK.