

I.R. NO. 99-10

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BOROUGH OF NORTH PLAINFIELD,

Respondent,

-and-

Docket No. CO-99-215

PBA LOCAL 85, PBA LOCAL 85 SOA,
IAFF LOCAL 2958 and IAFF LOCAL 2983,

Charging Parties.

SYNOPSIS

The employee organizations applied for interim relief seeking to restrain the Borough of North Plainfield from unilaterally changing pay dates of employees included in the various collective negotiations units. The Commission Designee denied the employee organizations' application since the Borough and the charging parties had entered into an agreement prior to the return date providing that the regularly scheduled bi-weekly dates would be restored.

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Appearances:

For the Respondent,
Mauro, Savo, Camerino & Grant, attorneys
(Eric Martin Bernstein, of counsel)

For the Charging Parties,
Loccke & Correia, attorneys
(Charles J. Sciarra, of counsel)

INTERLOCUTORY DECISION

On January 4, 1999, PBA Local 85, PBA Local 85 SOA, IAFF Local 2958 and IAFF Local 2983 (Charging Parties) filed an unfair practice charge with the Public Employment Relations Commission (Commission) alleging that the Borough of North Plainfield (Borough) committed an unfair practice within the meaning of N.J.S.A. 34:13A-5.4a(1), (2), (3), (5) and (7)^{1/} and N.J.S.A.

^{1/} These provisions prohibit public employers, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the

34:13A-21.^{2/} The charging parties allege that the Borough unilaterally changed the pay dates of the employees contained in the collective negotiations units represented by charging parties.

The unfair practice charge was accompanied by a request for interim relief. An order to show cause was executed and a hearing was conducted on January 21, 1999. The parties relied on briefs and exhibits submitted pursuant to an unfair practice charge filed on June 17, 1998 (Docket No. CO-98-460)^{3/} involving the same parties and pertaining to a claim that the Borough unilaterally changed unit members' pay days. The parties argued orally on the return date.

1/ Footnote Continued From Previous Page

rights guaranteed to them by this act. (2) Dominating or interfering with the formation, existence or administration of any employee organization. (3) Discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage employees in the exercise of the rights guaranteed to them by this act. (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. (7) Violating any of the rules and regulations established by the commission."

2/ During the pendency of proceedings before the arbitrator, existing wages, hours and other conditions of employment shall not be changed by action of either party without the consent of the other, any change in or of the public employer or employee representative notwithstanding; but a party may so consent without prejudice to his rights or position under this supplementary act.

3/ At the return date on the charging party's application for interim relief in Docket No. CO-98-460, the parties entered into an agreement which resulted in the charging party withdrawing that unfair practice charge.

To obtain interim relief, the moving party must demonstrate both that it has a substantial likelihood of prevailing in a final Commission decision on its legal and factual allegations and that irreparable harm will occur if the requested relief is not granted. Further, the public interest must not be injured by an interim relief order and the relative hardship to the parties in granting or denying relief must be considered. Crowe v. De Gioia, 90 N.J. 126, 132-134 (1982); Whitmyer Bros., Inc. v. Doyle, 58 N.J. 25, 35 (1971); State of New Jersey (Stockton State College), P.E.R.C. No. 76-6, 1 NJPER 41 (1975); Little Egg Harbor Tp., P.E.R.C. No. 94, 1 NJPER 37 (1975).

The Borough and the charging parties are parties to a series of collective negotiations agreements. The charging parties claim that the Borough unilaterally changed the December 31, 1998 pay day to January 4, 1999. The charging parties claim that the Borough intended to engage in additional changes of pay days throughout the course of calendar year 1999.

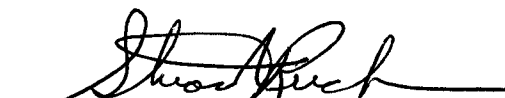
On January 8, 1999, the Borough and the charging parties entered into an agreement providing that the regularly scheduled bi-weekly pay dates would be restored to Thursdays beginning with January 14, 1999. The parties jointly represented during oral argument that the terms of the January 8, 1999 agreement were put into effect. Consequently, I find that the charging parties application for an order directing the Borough to return to bi-weekly Thursday pay days is now moot. Accordingly, the charging

parties' application for interim relief based on its claim that the Borough has unilaterally changed pay days is denied.

The unfair practice charge will continue to be processed in accordance with normal Commission procedures.

ORDER

The charging parties application for interim relief is denied.


Stuart Reichman
Commission Designee

DATED: January 26, 1999
Trenton, New Jersey