

D.U.P. NO. 98-5

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

In the Matter of

EGG HARBOR TOWNSHIP BOARD OF EDUCATION,

Respondent,

-and-

Docket No. CO-98-2

EGG HARBOR TOWNSHIP SUPPORTIVE STAFF
SERVICE PERSONNEL/NJEA,

Charging Party.

SYNOPSIS

The Director of Unfair Practices dismisses an unfair practice charge alleging the Egg Harbor Township Board of Education committed an unfair practice when it unilaterally ended its practice of permitting unit members the use of Board vehicles for commutation. The use and deployment of a public employer's vehicle is a managerial prerogative and is non-negotiable and the Association did not make a demand on the employer to negotiate over the loss of free commutation.

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Appearances:

For the Respondent,
Capehart & Scatchard, attorneys
(Craig D. Bailey, of counsel)

For the Charging Party,
Myron Plotkin, NJEA Negotiations Consultant

REFUSAL TO ISSUE COMPLAINT

On July 3, 1997, the Egg Harbor Township Supportive Staff Service Personnel/NJEA filed an unfair practice charge with the Public Employment Relations Commission alleging the Egg Harbor Township Board of Education committed an unfair practice within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically subsections 5.4(a)(1), (3), (5) and (7)^{1/} when four weeks after entering a collective

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

negotiations agreement with the Association, it unilaterally and without negotiations ended the long standing practice of allowing unit members the use of Board vehicles for commutation.

The deployment of a public employers' vehicles is a managerial prerogative and not negotiable. Accordingly, the Board had no obligation to negotiate with the Association concerning the assignment of vehicles. Such conduct does not constitute an unfair practice. Morris Cty. and Morris Cty. Parks Commission and Morris Council No. 6, NJCSA, P.E.R.C. No. 83-31, 8 NJPER 561 (¶13259 1982), aff'd App. Div. 10 NJPER 103 (¶15052 1984), certif. den. 97 N.J. 672 (1984). N.J. Turnpike Auth., P.E.R.C. No. 93-72, 19 NJPER 154 (¶24077 1993).

An employer does have the severable obligation to negotiate upon demand with the employee representative over the loss of free commutation - a term and condition of employment. However, the charge does not allege the Association made a demand to negotiate on the Board.

The Charging Party has failed to allege an unfair practice. The charge is dismissed. N.J.A.C. 19:14-2.3.

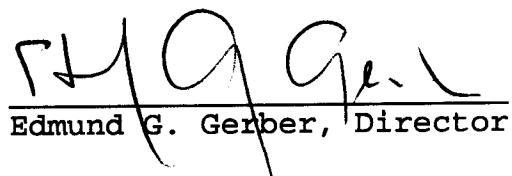
1/ Footnote Continued From Previous Page

rights guaranteed to them by this act. (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."

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BY ORDER OF THE DIRECTOR
OF UNFAIR PRACTICES


Edmund G. Gerber, Director

DATED: August 5, 1997
Trenton, New Jersey