

I.R. NO. 98-27

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CALDWELL-WEST CALDWELL BOARD OF EDUCATION,

Respondent,

-and-

Docket No. CO-98-230

CALDWELL-WEST CALDWELL EDUCATION
ASSOCIATION,

Charging Party.

SYNOPSIS

Caldwell-West Caldwell Education Association applied for interim relief seeking to restrain the Caldwell-West Caldwell Board of Education from paying newly hired teachers a salary rate which is lower than the starting salary for new teachers as reflected in the recently expired collective agreement and refusing to move teachers who have obtained advanced degrees to the next higher column on the salary guide. The Commission Designee found that the Association has not demonstrated irreparable harm and refused to order interim relief.

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CALDWELL-WEST CALDWELL BOARD OF EDUCATION,

Respondent,

-and-

Docket No. CO-98-230

CALDWELL-WEST CALDWELL EDUCATION
ASSOCIATION,

Charging Party.

Appearances:

For the Respondent,
Grotta, Glassman & Hoffman, P.A.
(Russell J. McEwan, of counsel)

For the Charging Party,
Balk, Oxfeld, Mandell & Cohen, attorneys
(Randi Doner April, of counsel)

INTERLOCUTORY DECISION

On December 23, 1997, the Caldwell-West Caldwell Education Association ("Association") filed an unfair practice charge with the Public Employment Relations Commission alleging that the Caldwell-West Caldwell Board of Education ("Board") committed an unfair practice within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. ("Act"). The Association alleges that the Board violated N.J.S.A.

34:13A-5.4a(1) and (5).^{1/} The Association contends that the Board paid newly hired teachers a salary rate which is lower than the starting salary for new teachers as contained in the salary guide of the recently expired collective negotiations agreement.

Additionally, the Association asserts that the Board has failed to move teachers who have obtained advanced degrees to the next higher column on the salary guide. The Association concludes that the Board's failure to place newly hired teachers on the proper step of the salary guide and to move teachers who obtained advanced degrees to the next higher column on the guide has caused a chilling effect in the ongoing negotiations for a successor collective agreement.

On April 8, 1998, the Association filed a request for interim relief. An order to show cause was executed and a hearing was conducted on April 29, 1998. The parties submitted briefs and exhibits and argued orally. After the conclusion of oral argument, I gave the Association an opportunity to support its "chilling effect" claim by filing an affidavit and any other supporting material or arguments by April 30, 1998.^{2/} I gave the Board until

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

^{2/} The Association submitted an affidavit from Pasquale Spitaletta, Association President and member of the negotiations committee.

May 1, 1998, to file an affidavit and other supporting material or arguments in response to the Association's supplemental submission.^{3/} On May 4, 1998, I conducted a conference call with the parties during which they had the opportunity to make additional oral argument concerning the supplemental submissions.

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 Association has failed to establish that any of the teachers impacted by the Board's actions will suffer irreparable harm if interim relief is not granted. It is well established that salaries and money damages are not irreparable. Montclair Tp., I.R. No. 98-2, 23 NJPER 475 (128225 1997); City of Jersey City, P.E.R.C. No. 77-13, 2 NJPER 293 (1976).

^{3/} The Board submitted an affidavit from Superintendent Daniel Gerardi, accompanied by a written response.

The Association also argues that it will suffer irreparable harm because the Board's actions has caused a chilling effect on the ongoing successor negotiations. I have reviewed the Association's submissions and conclude that they do not serve as sufficient support for the Association's claim that the Board's actions have irreparably harmed the parties ongoing negotiations efforts. The unfair practice charge will continue to be processed in normal course.

ORDER

The Association's application for interim relief is denied.


Stuart Reichman
Commission Designee

DATED: May 6, 1998
Trenton, New Jersey