

I.R. NO. 97-8

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BOARD OF EDUCATION OF RAMAPO-INDIAN
HILLS REGIONAL HIGH SCHOOL DISTRICT,

Respondent,

-and-

Docket No. CO-97-87

RAMAPO-INDIAN HILLS EDUCATION ASSOCIATION,

Charging Party.

SYNOPSIS

A Commission Designee requires the Board of Education of Ramapo-Indian Hills Regional High School to pay increments upon the expiration of a two-year collective negotiations agreement.

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Appearances:

For the Respondent,
Green & Dzwilewski, attorneys
(Allan P. Dzwilewski, of counsel)

For the Charging Party,
Bucceri & Pincus, attorneys
(Gregory T. Syrek, of counsel)

INTERLOCUTORY DECISION

On September 13, 1996, Ramapo-Indian Hills Education Association filed an unfair practice charge with the Public Employment Relations Commission alleging that the Board of Education, Ramapo-Indian Hills Regional High School District committed an unfair practice when after the expiration of the most recently expired collective negotiations agreement, it refused to pay incremental increases as provided for in the agreement. The agreement was for two years and expired on June 30, 1996.

The unfair practice charge was accompanied by an order to show cause which was executed and ultimately heard on October 8, 1996 at which time the parties argued orally and presented evidence.

The Association argues that the issue of the illegality of withholding increments due under a prior salary guide is a matter of settled law, citing Bd. of Ed. Township of Neptune v. Neptune Township Ed. Assoc., Docket No. A-10295 (5/8/96), ___ N.J. ___ (1996).

The Board of Education does not dispute that it has not paid the step increments. It specifically does not rely on Neptune to defend its refusal to pay increments. Rather, it makes three arguments.

It argues that the Association claimed that there was an impasse in negotiations, even though no impasse existed; that relatively few employees are affected by the refusal to pay increments and that steps on the 1995-96 salary guide do not reflect actual teaching experience.

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).

None of the defenses raised by the Board are persuasive. Whether or not a genuine impasse exists is not controlling. It is undisputed that the old agreement expired and there is no successor agreement in place. Under such circumstances, the employer is obligated to maintain the status quo and the payment of increments is part of the status quo. Evesham Tp. Bd. of Ed, I.R. No. 95-10, 25 NJPER 3 (¶26001 1994).

There is nothing in the contract to indicate movement on the salary guide in the contract is discretionary. It is apparent that employees move automatically on the pay schedule as length of service within the school district increases. The salary guides in the contract create a salary increment structure.

A teacher's placement on the salary guide at the time of hire^{1/} is not controlling. Rather, to determine whether movement on a salary guide constitutes an increment, the Commission looks to whether the movement on the guide is automatic from year to year.

Finally, the Board alleges that only a small number of employees would be entitled to be paid increments. However, no evidence was submitted by the parties in support of this allegation.

It appears that the Board has refused to maintain the status quo by paying increments. On balance, I find the Association has met its burden.

^{1/} That is, credit for experience outside the district at the time of hire.

Accordingly, it is hereby ORDERED that the Board of Education of Ramapo-Indian Hills Regional High School District to immediately pay to those eligible employees the salary increment due to them pursuant to the incremental salary increase in the parties collective negotiations agreement (July 1, 1994 through June 30, 1996.

BY ORDER OF THE COMMISSION


Edmund G. Gerber
Commission Designee

DATED: October 10, 1996
Trenton, New Jersey