

P.E.R.C. NO. 91-59

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BOONTON BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-90-77

BOONTON EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission restrains binding arbitration of a grievance filed by the Boonton Education Association against the Boonton Board of Education. The grievance alleges that the Board violated the parties' collective negotiations agreement when it unilaterally increased the workload of secretarial personnel without negotiating over the impact of the decision. The Commission finds that a school board has a managerial prerogative to reduce its workforce; that increases in workload stemming from that reduction are not mandatorily negotiable, and that there was not a sufficient basis for finding any mandatorily negotiable consequences of the reduction in force.

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Appearances:

For the Petitioner, Ribis, Graham & Curtin, attorneys
(Kathleen M. Noonan, of counsel)

For the Respondent, Klausner & Hunter, attorneys
(Stephen B. Hunter, of counsel; Brian M. Cige, on the brief)

DECISION AND ORDER

On June 15, 1990, the Boonton Board of Education petitioned for a scope of negotiations determination. The Board seeks a restraint of binding arbitration of a grievance filed by the Boonton Education Association. The grievance alleges that the Board violated the parties' collective negotiations agreement when it unilaterally increased the workload of secretarial personnel without negotiating over the impact of the decision.

Both parties have filed briefs and documents. These facts appear.

The Association is the majority representative of a unit of the Board's employees. Article 4(c) of the parties' collective negotiations agreement provides that all existing benefits of employment applicable on the effective date of the agreement shall

continue to apply during the term of the agreement. The contract's grievance procedure ends in binding arbitration.

In October 1989, one of the secretaries at the high school retired. Rather than fill the vacancy, the Board eliminated a secretarial position for economic reasons. The workload was redistributed among other secretaries.

The Association filed a grievance, maintaining that Article 4(c) was violated when the Board increased the workload of the remaining secretaries without negotiating over an increase in compensation. The Association seeks retroactive reimbursement for the extra work performed by the secretaries.^{1/} The Board denied the grievance but took measures to alleviate the effects of the alleged workload increase. Specifically, it reviewed all secretarial functions, reassessed the necessity of each function, and revised the job descriptions accordingly; assigned a student to work in the high school front office; and provided temporary assistance in the form of overtime pay and temporary help. The Association demanded arbitration and this petition ensued.

At the outset of our analysis, we stress the narrow boundaries of our scope of negotiations jurisdiction. Ridgefield Park Ed. Ass'n v. Ridgefield Park Bd. of Ed., 78 N.J. 144 (1978) states:

^{1/} In its demand for arbitration, the Association had also sought a return to the status quo, but it no longer seeks such relief.

The Commission is addressing the abstract issue: is the subject matter in dispute within the scope of collective negotiations. Whether that subject is within the arbitration clause of the agreement, whether the facts are as alleged by the grievant, whether the contract provides a defense for the employer's alleged action, or even whether there is a valid arbitration clause in the agreement or any other question which might be raised is not to be determined by the Commission in a scope proceeding. Those are questions appropriate for determination by an arbitrator and/or the courts. Id. at 154.

Thus, we do not consider the merits of the Association's grievance or any defenses, including timeliness, the Board may have.

Relying on Old Bridge Tp. Bd. of Ed., P.E.R.C. No. 86-113, 12 NJPER 360, (¶17136 1986), aff'd App. Div. Dkt. No. A-4429-85T6 (3/25/87), certif. den. 108 N.J. 665 (1987), the Board contends that its decision to eliminate a position and redistribute the workload is not mandatorily negotiable. The Board notes that the remaining secretaries have not alleged that they are required to work longer hours or during their lunch or other free period.

The Association admits that the decision to eliminate a position and redistribute the workload is not mandatorily negotiable. However, it claims that the Board is required to negotiate over severable consequences of the managerial decision including compensation for increased workload. It claims that the measures that the Board took to alleviate the alleged workload increase substantiate its contention that there were mandatorily negotiable consequences.

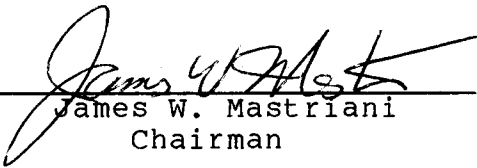
Based on the record before us, we believe that this dispute predominately involves a managerial prerogative. In Old Bridge, we recognized that a school board has a managerial prerogative to reduce its workforce and that increases in workload stemming from that reduction are not mandatorily negotiable. See also In re Maywood Bd. of Ed, 168 N.J. Super. 45 (App. Div. 1979) certif. den. 81 N.J. 292 (1979); Caldwell-W. Caldwell Bd. of Ed., P.E.R.C. No. 87-137, 13 NJPER 360 (¶18148 1987), recon. den., P.E.R.C. No. 87-163, 13 NJPER 589 (¶18220 1987). The cases relied on by the Association did not involve reductions in force and hence are inapplicable here. As in Old Bridge, we do not believe that there is a sufficient basis for finding any mandatorily negotiable consequences of the managerial decision. The Association has not shown that the remaining secretaries have to work longer hours or during free time or to perform duties outside their job classification.^{2/} See Caldwell W.- Caldwell; Montville Tp. Bd. of Ed., P.E.R.C. No. 86-118, 12 NJPER 372 (¶17143 1986), aff'd App. Div. Dkt. No. A-4545-85T7 (3/23/87), certif. den. 108 N.J. 208 (1987). Accordingly, we restrain binding arbitration.

^{2/} The adjustment of individual secretaries' job descriptions to reflect a reallocation of duties does not prove that the secretaries are performing duties outside their job classification.

ORDER

The Board's request for a restraint of binding arbitration is granted.

BY ORDER OF THE COMMISSION


James W. Mastriani
Chairman

Chairman Mastriani, Commissioners Goetting, Johnson, Smith and Wenzler voted in favor of this decision. None opposed. Commissioners Bertolino and Reid abstained from consideration.

DATED: Trenton, New Jersey
December 17, 1990
ISSUED: December 18, 1990