

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

WOODBRIAGE TOWNSHIP BOARD
OF EDUCATION,

Respondent,

-and-

Docket No. CO-84-76

WOODBRIAGE TOWNSHIP EDUCATION
ASSOCIATION,

Charging Party.

SYNOPSIS

In an interlocutory decision a designee of the Public Employment Relations Commission has declined to grant interim relief to the Woodbridge Township Education Association.

The Association argued that the Woodbridge Township Board of Education should grant unpaid leave time to the President of the Education Association. The contract between the Board and the Woodbridge Federation of Teachers provides that the President of the Federation, the majority representative, is entitled to unpaid leave during the life of the contract. The Association based its arguments on the right of equal access. However, the right of a majority representative to have its own officers available to process a negotiated contract cannot be equated with the right of equal access to employees.

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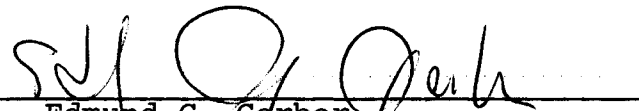
INTERLOCUTORY DECISION

This matter having been opened to the Public Employment Relations Commission by Schneider, Cohen and Solomon (J. Sheldon Cohen, Esq., appearing), attorneys for Charging Party Woodbridge Township Education Association (Association), on the Charging Party's application for an Order to Show Cause and for Temporary Restraints, and the Commission's named designee Edmund Gerber having considered the charge, supporting affidavits and memorandum of law as a part of the motion submitted by the Charging Party and further having considered the memorandum of law submitted by counsel for Respondent Woodbridge Township Board of Education (Board) by Hutt, Berkow, Hollander and Jankowski (Joseph J. Jankowski, Esq., appearing), the undersigned denies the Application for Temporary Restraints and will not enjoin the Respondent Board from refusing to grant the Charging Party unpaid leave of absence for its president during the current open and/or representational period.

The Charging Party bases its arguments on the concept of the right of an organization in a representation dispute to have access to employees equal to that of the majority representative within an employer's workplace. In re Union County Reg. Bd/Ed, P.E.R.C. No. 16, 1 NJPER 50 (1976), and In re County of Bergen and Local 29, RWDSU and N.J. Employee's Labor Union Local No. 1, P.E.R.C. No. 84-2, 9 NJPER (1983).

Nothing in any of these cases remotely suggests that unpaid leave time granted to a majority representative has anything to do with the right of access to the employee's workplace. The right of a majority representative to have its own officers available to process the negotiated contract cannot be equated with the rights enumerated in the above cases. Accordingly, the Charging Party has failed to establish a substantial likelihood of success at a full plenary hearing in this matter.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



Edmund G. Gerber
Commission Designee

Dated: September 27, 1983
Trenton, New Jersey