

D.U.P. NO. 94-31

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

In the Matter of

TOWNSHIP OF IRVINGTON,

Respondent,

-and-

Docket No. CO-94-223

IRVINGTON MUNICIPAL EMPLOYEES ASSOCIATION,

Charging Party.

SYNOPSIS

The Director of Unfair Practices dismisses an unfair practice charge by the Irvington Municipal Employees Association against the Township of Irvington. The charge alleged that the Township indicated it was changing health insurance carriers without negotiating with the Association.

The Director finds that the charge does not allege a violation of the Act, as changing health insurance carriers falls within an employer's managerial prerogative.

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Appearances:

For the Respondent,
David Fuller, Business Administrator

For the Charging Party,
Cifelli & Davie, attorneys
(Kenneth P. Davie, of counsel)

REFUSAL TO ISSUE COMPLAINT

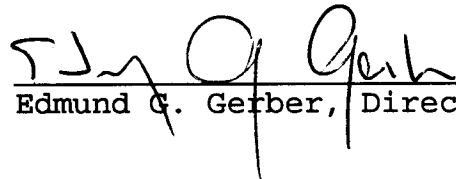
On January 24, 1994, Irvington Municipal Employees Association filed an unfair practice charge against the Township of Irvington alleging violations of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq.; specifically, subsections 5.4(a)(1) and (5). The Association alleges that the Township indicated that it was changing health insurance carriers without negotiating with the Association and that the Township had therefore violated the Act.

An allegation that a public employer changed health insurance carriers without negotiations is not, without more, an unfair labor practice. Changing health insurance carriers falls

within an employer's managerial prerogatives. Thus, a public employer may change health insurance carriers without negotiations provided that it does not also change other mandatorily negotiable terms and conditions of employment -- e.g., the level of insurance benefits which are provided to employees. Hunterdon Central High School Board of Education, P.E.R.C. No. 87-83, 13 NJPER 78 (¶18036 1986); Borough of Paramus, P.E.R.C. No. 86-17, 11 NJPER 502 (¶16178 1985); Borough of Metuchen, P.E.R.C. No. 84-91, 10 NJPER 127 (¶15065 1984). Here, there is no allegation that the level of benefits were changed. Thus, the Association's charge does not allege an unfair practice under the Act.

Therefore, I do not believe that the Commission's complaint issuance standard has been met and decline to issue a complaint on the allegations of this charge. The charge is dismissed.^{1/}

BY ORDER OF THE DIRECTOR
OF UNFAIR PRACTICES


Edmund G. Gerber, Director

DATED: March 2, 1994
Trenton, New Jersey

^{1/} N.J.A.C. 19:14-2.1 and 2.3.