

I.R. NO. 2006-20

STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CAMDEN COUNTY,

Respondent,

-and-

Docket No. CO-2006-214

CAMDEN COUNCIL NO. 10,

Charging Party.

SYNOPSIS

A Commission Designee denied a motion for reconsideration of I.R. No. 2006-18 filed by Camden County. The Designee concluded that no extraordinary circumstances existed which warranted reconsideration.

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Appearances:

For the Respondent, Deborah Silverman Katz, County
Counsel (Catherine Binowski, Assistant County Counsel)

For the Charging Party, Spear, Wilderman, Borish, Endy,
Spear & Runckel, Attorneys (James Katz, of Counsel)

INTERLOCUTORY DECISION

On April 24, 2006, Camden County moved for reconsideration of I.R. No. 2006-18, 32 NJPER ____ (¶ 2006). In that decision, I granted Camden Council No. 10's application for interim relief pending a final Commission order and restrained the County from unilaterally changing a policy which allowed certain employees who were suspended for non-dischargeable offenses of more than thirty days the option to pay "up front" the monthly COBRA premium to maintain their health and prescription drug benefits, or to have the County continue to pay the premium on their behalf during their period of suspension and, subsequently, repay the County upon returning to active duty.

The County does not dispute the finding that on November 18, 2005, it amended its policy No. 303. There is also no dispute that health benefits and the payment of health insurance premiums are mandatory subjects of negotiations and, pursuant to N.J.S.A. 34:13A-5.3 an employer is required to negotiate with the majority representative prior to changing such terms and conditions of employment.

In its motion, the County argues that there is no irreparable harm, one of the requisite elements to a grant of interim relief. The County contends that "[p]aying the cost at the commencement of the suspension as opposed to paying it upon the employees (sic) return from the suspension is merely an issue of monetary damages, which does not constitute irreparable harm." The County also contends that there was ". . . no showing by Council 10 that any suspended employee failed to retain health coverage because they were unable to pay the cost." It further asserts that as a consideration of the relative hardship to the parties, the County should not be required to provide an interest free loan to employees to maintain their health benefits coverage during their period of suspension. The County avers that such requirement is against the public interest and places an unreasonable financial burden on the County. Lastly, the County claims that Borough of Closter, P.E.R.C. No. 2001-75, 27 NJPER 289 (¶32105 2001), relied upon here to find irreparable harm, is

inapposite. The County distinguishes Borough of Closter by contending that in that case, the Borough changed the actual level of health benefits, whereas the County has not.

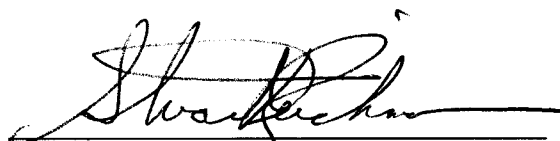
I find that Borough of Closter does apply to the instant matter. As in this case, the underlying level of benefits did not change in Borough of Closter, only the manner of payment changed. The Commission found irreparable harm based on the change in the manner of payment which could force employees to forego coverage. Such similar finding is applicable here and supports a finding of irreparable harm. Moreover, while the County has argued that it would incur a financial burden by maintaining the policy it had in effect for several years prior to the November 18, 2005 change, it made no showing in support of its argument through affidavits or other documentary submissions that such financial burden would occur.

Moreover, when the County unilaterally revised policy No. 303, it eliminated the option it offered to eligible employees serving suspensions of more than 30 days. Changing the option is mandatorily negotiable and such change, absent prior negotiations, may violate the Act. There are no grounds to reconsider the finding that Council 10 established a substantial likelihood of success in a final Commission decision on its legal and factual allegations.

Reconsideration of interim relief decisions will be granted only in extraordinary circumstances. N.J.A.C. 19:14-8.4. I.R. No. 2006-18 does nothing more than require the County to adhere to the status quo ante and the fundamental principles of the Act which require parties to engage in good faith collective negotiations before changing terms and conditions of employment. The public interest is promoted and labor stability advanced by following the tenets of the Act. No extraordinary circumstances have been brought to light which would warrant reconsideration of I.R. No. 2006-18.

ORDER

The motion for reconsideration is denied.

A handwritten signature in black ink, appearing to read "Stuart Reichman", written over a horizontal line.

Stuart Reichman
Commission Designee

Dated: May 10, 2006
Trenton, New Jersey