

I.R. NO. 92-16

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BOROUGH OF TETERBORO,

Charging Party,

-and-

Docket No. CE-92-11

TETERBORO PATROLMEN BARGAINING
UNIT, PBA LOCAL 102,

Respondent.

SYNOPSIS

A Commission Designee declines to restrain interest arbitration between the Borough of Teterboro and the Teterboro Patrolmen Bargaining Unit, PBA Local 102. The Borough brought this action claiming that PBA Local 102 sought the implementation of interest arbitration without first negotiating in good faith. It was held that the request for interest arbitration is currently before the Director of Conciliation and Arbitration, who will make an inquiry into this matter to determine whether the parties should negotiate further prior to invoking interest arbitration. Accordingly, the Commission has already exercised its jurisdiction and the requested order is unnecessary.

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Appearances:

For the Charging Party
Gatto & Low, attorneys
(Janice Gatto, of counsel)

For the Respondent
Craig Kozan, of counsel

INTERLOCUTORY DECISION

On March 10, 1992, I conducted an interlocutory hearing on an Order to Show Cause brought by the Borough of Teterboro against the Teterboro Patrolmen Bargaining Unit, PBA Local 102. It was alleged that PBA Local 102 sought the implementation of compulsory interest arbitration through the Public Employment Relations Commission without first negotiating in good faith with the public employer.

The Borough maintains that PBA Local 102 refuses to negotiate; it has adopted a take-it or leave-it approach to its proposals and is forcing the parties into interest arbitration.

The PBA maintains that the position of the Borough has made it impossible to negotiate. For example, the Borough has provided incomplete and inaccurate information as to the cost of medical coverage. The PBA maintains that an impasse in negotiations exists and is left with no choice but seek compulsory interest arbitration.

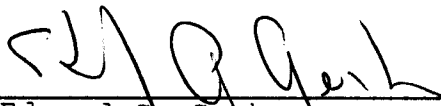
The standards that have been developed by the Commission for evaluating interim relief requests are similar to those applied by the Courts when addressing similar applications. The moving party must demonstrate that it has a substantial likelihood of success on the legal and factual allegations in a final Commission decision and that irreparable harm will occur if the requested relief is not granted. Further, in evaluating such requests for relief, the relative hardship to the parties in granting or denying the relief must be considered.^{1/}

The request for interest arbitration is already before the Director of Conciliation/Arbitration. He will make an inquiry into this matter to determine the appropriateness of the implementation of interest arbitration. If he believes that a request is premature, he will direct the parties to go back to further negotiations.

^{1/} Crowe v. DeGioia, 90 N.J. 126 (1982); Tp. of Stafford, P.E.R.C. No. 76-9, 1 NJPER 59 (1975); State of New Jersey (Stockton State College), P.E.R.C. No. 76-6, 1 NJPER 41 (1975); Tp. of Little Egg Harbor, P.E.R.C. No. 94, 1 NJPER 36 (1975).

Thus, the Commission is already exercising its authority and judgment in this matter through the Director of Conciliation and Arbitration. Accordingly, it would be redundant for the Commission to exercise its interim relief authority here. Middlesex County College, 16 NJPER 255 (¶21104 1990); Hamilton Tp. Bd. of Ed., D.U.P. No. 80-26, 6 NJPER 275 (¶11130 1980).

The application for interim relief is denied.



Edmund G. Gerber
Commission Designee

Dated: March 25, 1992
Trenton, New Jersey