

I.R. NO. 86-22

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

OLD BRIDGE BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-86-71

OLD BRIDGE EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

A Designee of the Public Employment Relations Commission restrained, in part, an arbitration scheduled between the Old Bridge Board of Education and the Old Bridge Education Association. The Education Association tried to limit, through arbitration, the Board's ability to supervise a licensed plumber by unlicensed personnel. However, an employer has a managerial prerogative to deploy its work force in order to achieve its policy goals and such an issue cannot be negotiated.

The issue of compensation for licensed employees required to use their licenses to gain permits for particular projects is negotiable and that aspect of the arbitration was not restrained.

I.R. NO. 86-22

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

OLD BRIDGE BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-86-71

OLD BRIDGE EDUCATION ASSOCIATION,

Respondent.

Appearances:

For the Petitioner,
Wilentz, Goldman & Spitzer
(Steven J. Tripp, Esq.)

For the Respondent,
Oxfeld, Cohen & Blunda
(Linda Kaufmann, Esq.)

INTERLOCUTORY DECISION

On March 26, 1986, the Old Bridge Board of Education filed a Scope of Negotiations Petition seeking a permanent restraint of arbitration with the Public Employment Relations Commission. In addition it filed a motion for interim relief seeking an interim restraint of this arbitration pending a full Commission decision in this matter. The Old Bridge Education Association seeks to arbitrate a question concerning the supervision of a licensed plumber serving as a maintenance man for the Board. Specifically, the demand for arbitration provides that Martin Regan, a licensed plumber, had to use his plumbers license to obtain a work permit for

a job on September 20, 1985. "This job must meet standards only Mr. Regan is responsible for. He logically must oversee or do all work and test all systems -- this is not allowed in all cases and must cease least Mr. Regan and all other licensed maintenance men will be forced to withhold all use of their licenses."

The grievance seeks relief as follows:

1. To compel the Board to provide Mr. Regan, and all other licensed maintenance employees who acquire municipal building permits for particular projects "sole jurisdiction over the project under permit without interference by unlicensed superiors."

2. The Association additionally seeks to require the Board to "compensate at a fair rate, to be negotiated, all licensed employees required to employ their license to gain approvals or permits under State Statute."

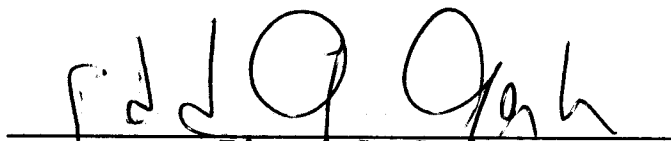
An Order to Show Cause was signed and made returnable for June 10, 1985. By way of mutual agreement, the parties argued orally via telephone conference call. At the conclusion of oral argument, I restrained the arbitration as to the issue of the Board's ability to assign an unlicensed supervisor over Regan and the other licensed employees and similarly, the arbitration was restrained as to the assignment of work directly to Regan. The Board of Education, has a managerial prerogative to deploy its work force in order to achieve its policy goals. Town of Kearny, P.E.R.C. No. 83-12, 4 NJPER 441 (¶13208 1982); Ridgefield Park Education Association v. Ridgefield Park Bd. of Ed., 78 NJ 144 (1978).

I declined to restrain the arbitration as to the issue of fair rate of compensation; the issue of compensation for licensed employees who are required to use their licenses to gain approvals or permits under pertinent local regulations and state statutes is a term and condition of employment, mandatorily negotiable and therefore, arbitrable.

The Board did not dispute that compensation is negotiable, rather it took the position that the compensation is set by the contract and the job description for these employees requires that they possess the appropriate license. Accordingly, there is no merit to the Association's position on compensation. However, in a scope of negotiations procedure, the Commission will only answer the abstract question of whether the issue is appropriate for arbitration and will not consider the merits of the positions of the parties.

Accordingly, the arbitration was permitted to go forward on the question of compensation.

This is an interim proceeding only and the entire dispute is hereby forwarded to the full Commission for a final disposition.



Edmund G. Gerber
Commission Designee

DATED: June 12, 1986
Trenton, New Jersey