

I. R. NO. 85-7

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TEAMSTERS LOCAL 97 OF NEW JERSEY,

Respondent,

-and-

Docket No. CE-85-10

PASSAIC VALLEY WATER COMMISSION,

Charging Party.

SYNOPSIS

The Commission's Designee denies a request to restrain arbitration regarding the interpretation of an overtime clause. The arbitration is separate and distinct from the Charge and if heard would not give rise to irreparable harm.

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Appearances:

For the Charging Party
Aron and Salsberg, Esq.
(Louis C. Rosen, of Counsel)

For the Respondent
Patrick Nardolilli, Business Agent

INTERLOCUTORY DECISION

This matter was opened to the Public Employment Relations Commission on October 26, 1984 by Louis C. Rosen, Esq. for the Charging Party seeking a stay of arbitration in a grievance filed by the Respondent and scheduled for arbitration for November 5, 1984. An Order to Show Cause was issued on October 29, 1984 made returnable on November 1, 1984 at which time a hearing was conducted in Newark, New Jersey. The Commission Designee having considered the moving papers and oral argument of the parties finds that the irreparable harm standard has not been met and the requested relief is therefore denied.

The arbitration was filed on June 24, 1982 and concerns an interpretation of the overtime clause in the parties' 1981-82 collective agreement. The arbitration was voluntarily stayed


while the parties litigated a previous unfair practice charge which issued on August 2, 1984, In re Passaic Valley Water Commission, P.E.R.C. No. 85-4, 10 NJPER 487 (¶15219 1984).

The instant charge alleges that the Respondent herein has failed and refused to bargain over the wording of an overtime clause for a new collective agreement covering 1983-84.

It is clear from the record that the arbitration concerns the interpretation of a clause in a previous collective agreement; it is not related to nor affected by the instant charge, nor could the processing or finding in the instant charge be adversely affected by the arbitration. They are two distinct matters. Even assuming arguendo that the Charging Party is successful in proving a violation in the instant Charge, the remedy therein could not prevent the Respondent from pursuing the grievance raised under the old agreement to arbitration. Thus, no irreparable harm exists herein.

The request for a restraint of arbitration is therefore denied.

PUBLIC EMPLOYMENT RELATIONS COMMISSION


Arnold H. Zudick
Commission Designee

Dated: November 5, 1984
Trenton, New Jersey