

I.R. NO. 98-17

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TOWNSHIP OF GREENWICH,

Respondent,

-and-

Docket No. CO-98-267

GREENWICH TOWNSHIP PBA LOCAL 122,

Charging Party.

SYNOPSIS

A Commission Designee declines to restrain the Township of Greenwich from conducting a promotional exam among officers of its police department who are represented by Greenwich Township PBA Local 122. Although it appears the Township refused to negotiate procedures for the exam and procedures for a promotional exam are negotiable, the PBA failed to demonstrate how any harm flowing from conducting the exam is irreparable.

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Appearances:

For the Respondent,
Courter, Kobert, Laufer & Cohen, attorneys
(Stephen E. Trimboli, of counsel)

For the Charging Party,
Barron & Gillespie, attorneys
(Roberto K. Paglione, of counsel)

INTERLOCUTORY DECISION

On January 16, 1998, the Greenwich Township PBA Local 122 filed an unfair practice charge with the Public Employment Relations Commission alleging that the Township of Greenwich engaged in unfair practices within the meaning of N.J.S.A. 34:13A-5.4a(1), (3) and (5)^{1/} when it announced that it was going to conduct a promotional

^{1/} These provisions prohibit public employers, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this act. (3) Discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage employees in the exercise of the rights guaranteed to them by this

examination for the position of chief of police. PBA Local 122 specifically alleged that it attempted to negotiate the promotional examinations but the Township refused to negotiate. The Township then announced on January 8, 1998 that the examination was to be conducted on January 24, 1998.

The unfair practice charge was accompanied by an application for interim relief and an order to show cause which was executed and made returnable for January 23, 1998. A hearing was conducted on that date. Both parties submitted briefs and affidavits.


To obtain interim relief, the moving party must demonstrate both that it has a substantial likelihood of prevailing in a final Commission decision on its legal and factual allegations and that irreparable harm will occur if the requested relief is not granted. Further, the public interest must not be injured by an interim relief order and the relative hardship to the parties in granting or denying relief must be considered. Crowe v. De Gioia, 90 N.J. 126, 132-134 (1982); Whitmyer Bros., Inc. v. Doyle, 58 N.J. 25, 35 (1971); State of New Jersey (Stockton State College), P.E.R.C. No. 76-6, 1 NJPER 41 (1975); Little Egg Harbor Tp., P.E.R.C. No. 94, 1 NJPER 37 (1975).

1/ Footnote Continued From Previous Page

act. (5) Refusing to negotiate in good faith with a majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit, or refusing to process grievances presented by the majority representative."

The Township admits that it scheduled the exams although it does maintain that it negotiated with the PBA about promotional exam procedures.

It is not disputed that procedures for promotions are mandatorily negotiable. State of New Jersey v. State Troopers NCO Ass'n., 179 N.J. Super. 80 (App. Div. 1981). However, the PBA failed to demonstrate that it would suffer irreparable harm if these tests would go forward. It was not shown how members of this unit would suffer harm that could not be remedied after a final Commission decision. Accordingly, the application for interim relief was denied.



Edmund G. Gerber
Commission Designee

DATED: February 6, 1998
Trenton, New Jersey