

STATE OF NEW JERSEY  
PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

STATE OF NEW JERSEY JUDICIARY,

Respondent,

-and-

Docket No. CO-2007-065

PROBATION ASSOCIATION OF  
NEW JERSEY (CASE-RELATED  
PROFESSIONAL UNIT),

Charging Party.

SYNOPSIS

A Commission designee rules on an interim relief application filed by the Probation Association of New Jersey (Case-Related Professional Unit) ("PANJ"). PANJ filed, and later amended, an unfair practice charge alleging that the State of New Jersey Judiciary violated the New Jersey Employer-Employee Relations Act by promulgating and implementing Directive #14-06 entitled "Probation Field Supervision and Safety Standards." The charge alleged that the Judiciary violated N.J.S.A. 34:13A-5.4a(5) by failing to negotiate with PANJ before promulgating and implementing the Directive and Standards and N.J.S.A. 34:13A-5.4a(3) because the adoption of Directive and Standards and the manner of their implementation constituted retaliation against PANJ for protected activity. PANJ sought an order that the Judiciary immediately suspend the Standards and be directed to negotiate and refrain from any retaliatory actions against PANJ officers and unit employees.

The Designee denies the Judiciary's oral motion that the interim relief application and the underlying charges should be dismissed on the ground that the Commission lacks subject matter jurisdiction. The Designee also determines that PANJ did not unduly delay in seeking interim relief.

With respect to the alleged violations of Section 5.4a(3), the Designee concludes that PANJ has not met the standards for obtaining interim relief. The Designee finds that PANJ has demonstrated that it is substantially likely to prevail on the portion of its claim that the Judiciary violated Section 5.4a(5) by failing to negotiate with PANJ on mandatorily negotiable

issues affecting employee safety during home inspections of probationers' residences, before issuing the Directive and implementing the Standards. Given the substantial and potential safety hazards associated with a home inspection, the Designee concludes that irreparable harm would result absent immediate negotiations over a protocol pertaining to law enforcement escorts for home inspections and over certain safety equipment to be provided to adult and juvenile probation officers assigned to home inspections. However, the Designee declines to order that the Standards be rescinded.

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Charging Party.

Appearances:

For the Respondent, Elaine D. Dietrich, Counsel to  
Administrative Director of the Courts (Brian  
McLaughlin, Deputy Counsel, of counsel; Thomas Russo,  
Staff Attorney, of counsel and on the brief)

For the Charging Party, Fox & Fox, attorneys  
(Benjamin Benson, of counsel and on the brief)

INTERLOCUTORY DECISION

On August 30, 2006 and April 27, 2007, respectively, the  
Probation Association of New Jersey (Case Related Professional  
Unit) (PANJ) filed an unfair practice charge and amended unfair  
practice charge with the Public Employment Relations Commission  
("Commission") alleging that the State of New Jersey Judiciary  
("Judiciary) violated sections 5.4a(1), (3), (5) and (7)<sup>1/</sup> of the

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<sup>1/</sup> 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  
(continued...)

New Jersey Employer-Employee Relations Act ("Act"), N.J.S.A. 34:13A-1 et seq., in connection with the August 3, 2006 promulgation and subsequent implementation of Directive #14-06 entitled "Probation Field Supervision and Safety Standards."

The amended charge was accompanied by an application for interim relief seeking, pending a final determination of the charges, the issuance of an order:

1. compelling the judiciary to rescind the Directive and Standards;
2. to cease implementation and enforcement of the Directive and Standards including the provisions relating to home inspections;
3. restraining the Judiciary from requiring Field Probation Officers covered by the Standards from conducting home inspections;
4. compelling the Judiciary to immediately engage in good faith negotiations with PANJ regarding the implementation, applicability and enforcement of the Directive and Standards;
5. enjoining the Judiciary from engaging in any action to coerce and intimidate PANJ, its officers and members from engaging in activities protected by the Act;
6. compelling the Judiciary to cease and desist from engaging in "other retaliatory action" against PANJ, its officers and members as a result of their engaging in activities protected by the Act; and

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1/ (...continued)  
in the exercise of the rights guaranteed to them by this 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; (7) Violating any of the rules and regulations established by the commission. "

7. any other appropriate relief or remedial action.

I was assigned, as a Commission designee, to hear the application. On May 7, I executed an order to show cause setting May 22 as the return date. The hearing was postponed, at the Judiciary's request, to June 1. The parties have submitted briefs, certifications and exhibits.

On June 1, 2007, both parties appeared and argued orally. During the hearing I denied the Judiciary's application to dismiss the interim relief application on the grounds that the Commission lacked subject matter jurisdiction to issue a decision involving the issuance of a Directive by the Administrative Office of the Courts. I also declined the Judiciary's request to adjourn the hearing so that the jurisdictional issue could be raised with the Commission. At the end of the hearing I signed an Order granting in part and denying in part the interim relief application.

This written decision describes the pertinent facts, the parties' arguments and contains my reasoning.

A recent Supreme Court decision, In re P.L. 2001, Chapter 362., 186 N.J. 368 (2006), declaring unconstitutional the law identified in the case title, provides some of the background to this dispute.<sup>2/</sup> As noted in the Court's opinion, the

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<sup>2/</sup> The case is also called Williams v. State of New Jersey.

Administrative Office of the Courts (AOC) had prohibited probation officers from carrying firearms, making arrests, or joining fraternal police associations.

On January 7, 2002, the Legislature enacted the "Probation Officer Community Safety Unit Act" (Act), L. 2001, c. 362 [codified at N.J.S.A. 2B:10A-1 to -3, 2C:39-6(c)(17)]. That Act directed the creation of a law enforcement unit comprised of no less than two hundred probation officers, to be trained by police authorities, authorized to carry firearms, and arrest probation violators. A lawsuit challenging the constitutionality of the Act was filed by the Administrative Director of the Courts ("Director"). PANJ intervened in the litigation and argued that the law should be upheld. On April 19, 2006, the Supreme Court issued its decision holding that P.L. 2001, c. 362 was an unconstitutional infringement on the powers of the Judiciary and a violation of the separation of powers clause of the New Jersey Constitution.

Based upon the parties' submissions I make the following findings of fact:

1. The Judiciary and PANJ are parties to a collective negotiations agreement covering the Case-Related Professional Unit, effective from July 1, 2004 through June 30, 2008. Article 25 of the agreement addresses health and safety issues for employees in the workplace and in the field.

2. On August 3, 2006, the Hon. Phillip J. Carchman, J.A.D. issued Directive #14-06 promulgating "Probation and Field Safety Standards." The Directive notes the issuance of the Williams decision and states, in part, that the Standards:

[P]rovide clear direction to probation officers in conducting field contacts. Field contacts include home inspections, home visits, and, with law enforcement presence, field searches, seizures and arrests.

\* \* \*

The intent of these Standards is to increase the presence of Probation Officers in the field as they supervise offenders in the community while ensuring the safety of the Probation officer. As noted throughout the document, the safety of the Probation Officer is of paramount interest in the course of work in the field.

According to the certification of Robert P. Sebastian, Assistant Director, Trial Court Services-Probation Services Division of the AOC, the Directive and Standards were the product of extensive reviews of probation functions and field safety issues, extending back many years, undertaken by various committees, some of which included employees represented by PANJ.<sup>3/</sup> Sebastian states that a draft of the Standards had been finished before the Court issued its decision in Williams, but it had not been promulgated because some provisions of the

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<sup>3/</sup> Attached to Sebastian's certification are a 1991 task force report on Probation Staff Safety and a set of brief memoranda and emails, issued in 2004, addressing the Safety of all judicial branch employees who perform field work. It lists several diverse types of employees as "field staff." Probation officers are among the listed titles as are Attorney Ethics Investigators.

standards overlapped with issues involved in the litigation. After the decision was issued, modifications were made in the Standards (e.g. the elimination of hand cuffs for use by probation officers) to reflect the Court's holding before the Directive was issued. The Standards were implemented at different times among the various Vicinages throughout the State.

3. Before the Directive and Standards, probation officers in the adult and juvenile divisions were required to carry out home visits ("visits"). A probation officer would go to the front door of the probationer's listed address and speak to the probationer or a co-occupant to confirm that the probationer resided there, to keep track of the probationer, as required by the terms of his or her release, and to confirm other basic information. During these visits, the probation officer did not enter the home.

4. Under the Directive and Standards, within 90 days after being assigned to a probationer, a team of two probation officers conducts a home inspection ("inspection").<sup>4/</sup> A home inspection is described as "a planned visit that gains access into the residence for the purpose of visually inspecting the

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<sup>4/</sup> PANJ indicated that its interim relief application was focused on the change from home visits to home inspections. And, PANJ noted that family division probation officers had been required, before and after the Directive, to engage in home inspections. With some exceptions, PANJ is not contesting those home inspections.



probationer's sleeping area along with all of the common areas of the home." Its purpose is to detect possible non-compliance with the terms of the probation including "the presence of gang graffiti, illegal substances or contraband."

5. A third type of visit to a probationer's home, called a "field search and seizure" requires the presence of law enforcement personnel, supervisor approval and appropriate training.

6. Beginning in March 2007, probation officers in the Camden Vicinage were directed to conduct home inspections in accordance with the Directive and Standards. In that vicinage, at least two probation officers requested that law enforcement personnel accompany them on home inspections. One of these employees, a 68-year-old, female, Senior Probation Officer, received two disciplinary reprimands for declining to perform the inspections unaccompanied by law enforcement personnel. She subsequently requested a transfer.

7. Beginning in March 2007, family division probation officers in the Salem County Vicinage, who had conducted home inspections both before and after the issuance and implementation of the Directive and Standards, were directed on two occasions to make home inspections involving probationers who resided out of State.

8. No negotiations were conducted between the Judiciary and PANJ prior to the issuance and implementation of the Directive and Standards.

9. On February 16, 2007, George Christie, PANJ's President, wrote to Judge Carchman asserting that both current and new Probation Officers had not been provided with the appropriate training to carry out the home inspections mandated by the Directive. Specifically, Christie asked that "Tactical Probation Officer" training, which he described as a well-designed, non-lethal self-defense program, be provided to all officers required to make home inspections. He also asserted that inexperienced probation officers had not received a lower level program, that does not include self-defense training, but were nonetheless being required to perform home inspections. The PANJ President requested that home inspections be suspended until all Field Probation Officers had received the "Tactical Probation Officer" training. The letter also asserts that the Standards do not provide "guidelines, rules or regulations as to how Field Probation Officers are to create, facilitate and maintain a partnership with local law enforcement/police." And, it maintains that the Standards have not been implemented in a uniform manner.

10. Field Probation Officers are not permitted to carry handguns and a limited number of them carry pepper spray.

ANALYSISJurisdiction

The Judiciary asserts that the Commission lacks subject matter jurisdiction to hear the application for interim relief and render a ruling on the underlying unfair practice charges.

The Judiciary's position is inconsistent with the December 28, 1994 Letter of Agreement made with "The Labor Representatives of the Employees in the New Jersey Judiciary." This agreement is referenced in several sections of the parties' agreement including Article 2.4, "Rules," providing:

New rules or modifications of existing rules governing terms and conditions of employment shall be negotiated with the majority representative(s) before implementation and within the parameters of the Letter of Agreement between the judiciary and the labor representatives of its employees dated December 28, 1994 and the Judicial Employees Unification Act.

Section 5 of the Letter of Agreement provides:

5. In order to promote harmonious Judiciary employer-employee relations, the Public Employment Relations Commission (PERC) shall have jurisdiction consistent with the provisions of the New Jersey Employer-Employee Relations Act, subject to appellate judicial review, over those aspects of employer-employee relations contained in this section.

a. Representation-Subject to the provisions of Section 5 of the Judicial Employees Unification Act and otherwise consistent with the New Jersey Employer-Employee Relations Act, PERC shall process representation petitions, conduct fact-finding hearings and issue decisions and certifications on representation issues.

b. Unfair Practices-PERC shall process unfair practice charges in accordance with N.J.S.A.

34:13A-5.4, consistent with its rules and case law, except unfair practice charges asserting a scope of negotiations broader than that set forth in this Agreement.

c. Scope of Negotiations - The Scope of negotiations for labor contracts covering Judicial employees which shall take effect on or after January 1, 1995 shall include only the following subjects, and only to the extent that any of these are not pre-empted by State statute or regulation, and subject to the Judicial Employees Unification Act:

- (1) salary, wages and all other forms of economic compensation;
- (2) health benefits;
- (3) leave time (both paid and unpaid and holidays);
- (4) the economic impact of the hours worked;
- (5) grievance procedures and disciplinary appeals, including binding arbitration, subject to the provisions of Section 8 of this Letter of Agreement;
- (6) safety and health;
- (7) payroll deductions including union dues and representation fees;
- (8) procedural aspects of employee performance evaluations, promotions, layoffs and subcontracting;
- (9) procedural aspects of inter-county transfers and reassignments, including superseniority for union representatives;
- (10) any other subjects which the Supreme Court may, from time-to-time, establish, upon petition of a majority representative, under rules established by the Court.
- (11) Any matter negotiated and made part of a contract which takes effect on or after January 1,

1995 that is not within the ten scope of negotiations topics set forth above shall have the same force and effect, for that contract only, and only for the life of that contract, as if it had been permitted under those topics.

Since the execution of the Letter of Agreement and the Unification Act, the Judiciary has invoked the Commission's jurisdiction and the Commission has rendered its decisions based upon the substantive merits of the disputes. See State of New Jersey Judiciary, Camden County Vicinage, P.E.R.C. No. 2006-38, 31 NJPER 361 (¶145 2006) (granting Judiciary's request for restraint of arbitration over directive that probation officers experience effects of pepper spray during training). In contrast, Camden County, P.E.R.C. No, 94-84, 20 NJPER 84 (¶25038 1984), decided before the Letter of Agreement, held that the Commission lacked jurisdiction to restrain arbitration of a grievance filed by the same probation officers. And, where the Commission's unfair practice jurisdiction has been invoked by a majority representative of Judiciary employees, the Judiciary has defended the charges on the merits. See, e.g., State of New Jersey Judiciary, P.E.R.C. No, 2003-41, 28 NJPER 588 (¶33183 2002) (dismissing on the merits unfair practice charges). Given these precedents I deny the Judiciary's request to dismiss PANJ's interim relief application on jurisdictional grounds.<sup>5/</sup>

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<sup>5/</sup> My authority is limited to hearing the interim relief application. I cannot rule on the Judiciary's request to  
(continued...)

Merits of the Interim Relief Application

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).

Delay in Seeking Interim Relief

The initial unfair practice charge was filed on August 30, 2006. An amended charge, accompanied by the interim relief application, was filed April 27, 2007. The Judiciary, citing Ocean City Bd. of Ed., I.R. No. 2000-13, 26 NJPER 195 (¶31079 2000) asserts that an applicant for interim relief must move with dispatch to secure it and that PANJ has not acted promptly. It asserts that the home inspection function has been in place for years. I find that the home inspection function has been in

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5/ (...continued)  
dismiss the unfair practice charges. The Judiciary may urge that the Director of Unfair Practices not issue a Complaint on that ground, or file an appropriate motion if a Complaint is issued. See N.J.A.C. 19:14-4.1 et seq.

place for family division probation officers, but not for those in the juvenile and adult division. The certification and arguments submitted by the Judiciary do not differentiate among the different types of probation officers concerning the home inspection duty. The certifications submitted by PANJ are more detailed. I base my finding that the adult and juvenile probation officers were not previously required to perform home inspections on those certifications. Although the Standards issued in August 2006 make clear that home inspections would be assigned to adult and juvenile probation officers, those standards were not implemented until several months later. Under the circumstances, PANJ did not unreasonably delay in filing an interim relief application.

The alleged violation of Section 5.4a(3)

PANJ's role in the litigation

PANJ alleges, and the Judiciary concedes, that participation in the litigation concerning the "Probation Officer Community Safety Unit Act" constitutes protected activity under Section 5.3 of the Act. That activity began with PANJ's intervention in the proceeding at the trial court level and continued through the appellate process. While the Judiciary acknowledges that changes were made in the Standards after the Williams decision was issued, it also states that a draft had been completed before the Supreme Court issued its decision.

The standard for evaluating Section 5.4a(3) allegations was established in In re Bridgewater Tp., 95 N.J. 235 (1984). There the Court held: "no violation will be found unless the charging party has proved, by a preponderance of the evidence on the entire record, that conduct protected by the Act was a substantial or motivating factor in the adverse action. This may be done by direct or circumstantial evidence showing 1) that the employee engaged in activity protected by the Act, 2) that the employer knew of this activity, and 3) that the employer was hostile toward the exercise of the protected activity." Id. at 246.

While the Judiciary was aware of PANJ's participation in the litigation, I cannot find that the issuance of the Directive and Standards, a few months after the Williams decision, is, in and of itself, sufficient circumstantial evidence to establish that the Judiciary was hostile to PANJ's role in the litigation. Accordingly, I deny the application for interim relief based on those allegations.

#### The Camden Vicinage

Requests by employees for safe conditions to perform their assigned duties is conduct protected by the Act. West Deptford Tp. Bd. of Ed., P.E.R.C. No. 99-68, 25 NJPER 99 (¶30043 1999) (filing health and safety complaint with State agency protected activity under PERC Act). The issuance of a reprimand in



response to the raising of safety concerns establishes employer knowledge of, and hostility to, such activity. Camden Cty. Sheriff., P.E.R.C. No. 2001-55, 27 NJPER 184 (¶32060 2001).

Accordingly, I find that PANJ has shown that it is substantially likely to prevail on the portion of its charge alleging that the disciplinary responses to requests by probation officers to have police accompany them on home inspections violated Section 5.4a(3) and derivatively Section 5.4a(1) of the Act.<sup>6/</sup>

However, the issuance of a reprimand or more severe disciplinary sanctions can be remedied at the end of an unfair practice case or through other dispute resolution forums, and, accordingly, does not constitute irreparable harm. Cf. Allentown Bor., I.R. No. 2001-14, 27 NJPER 264 (¶32094 2001) (no irreparable harm where discipline based on alleged protected activity could be contested through review procedure); Sayreville Bor., I.R. No. 93-14, 19 NJPER 166 (¶24083 1993) (filing of, and proceeding to hearing on, disciplinary charges not irreparable, given available hearing and appeal procedure). I decline to issue interim relief on this portion of the charge.

The alleged violation of Section 5.4a(5)

The allegations concerning the Judiciary's alleged obligation to negotiate before issuing and implementing the

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<sup>6/</sup> The requests for police escorts constitute protected conduct regardless of whether the Judiciary had an obligation to honor them.

directive focus on alleged health and safety matters associated with the change from home visits to home inspections.

N.J.S.A. 34:13A-5.3 provides in pertinent part:

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established. In addition, the majority representative and designated representatives of the public employer shall meet at reasonable times and negotiate in good faith with respect to grievances, disciplinary disputes, and other terms and conditions of employment.

The above language is similar to Article 2.4 of the PANJ-Judiciary agreement that references the December 28, 1994 Letter of Agreement between the Judiciary and the organizations representing its employees. Section 5(c)(6) of that agreement lists "safety and health" as subjects that are within the scope of negotiations for judiciary employees.

The obligation to negotiate may be preempted or limited by state statutes or regulations that expressly, specifically and comprehensively regulate an otherwise negotiable term and condition of employment. See Bethlehem Tp. Bd. of Ed. and Bethlehem Tp. Ed. Ass'n, 91 N.J. 38 (1982).

The Commission has held that employee safety is a mandatorily negotiable term and condition of employment. Policies that affect employee safety and commitments to provide a safe working environment are negotiable and enforceable. See Hunterdon Cty. and CWA, 116 N.J. 322 (1989); State of New Jersey (Dept. of Corrections), P.E.R.C. No. 99-35, 24 NJPER 512 (¶29238

1998); State of New Jersey (Greystone Park Psychiatric Hospital), P.E.R.C. No. 89-85, 15 NJPER 153 (¶20062 1989). Equipment that affects employee safety is also mandatorily negotiable. See City of Newark, P.E.R.C. No. 97-153, 23 NJPER 400 (¶28184 1997); Teaneck Tp., P.E.R.C. No. 88-107, 14 NJPER 338 (¶19127 1988); South Brunswick Tp., P.E.R.C. No. 86-115, 12 NJPER 363 (¶17138 1986); Union Cty., P.E.R.C. No. 84-23, 9 NJPER 588 (¶14248 1983).

However, demands to negotiate over safety issues that would significantly interfere with employer prerogatives are not mandatorily negotiable. See Bergen Cty., P.E.R.C. No. 83-110, 9 NJPER 150 (¶14071 1983), app. disp. NJPER Supp.2d 143 (¶128 App. Div. 1984) (employer has prerogative to determine staffing levels despite possible adverse impact on safety); E. Orange, P.E.R.C. No. 81-11, 6 NJPER 378 (¶11194 1980), aff'd NJPER Supp.2d 100 (¶82 App. Div. 1981), certif. den. 88 N.J. 476 (1981) (employer not required to negotiate over joint labor-management committee that would have binding authority).

In addition, even though training methods may have an impact on employee safety, a public employer has a managerial prerogative to determine how to train employees and which employees to train. See, respectively, State of New Jersey Judiciary, Camden County Vicinage, P.E.R.C. No. 2006-38, supra.; Borough of Dunellen, P.E.R.C. No. 95-113, 21 NJPER 249 (¶26159

1995) (clause requiring employer to determine which officers should receive training was not mandatorily negotiable).

Based on Commission scope of negotiations precedent, PANJ has not established a substantial likelihood of succeeding on the portion of its charge alleging that the Judiciary violated Section 5.4a(5) of the Act when it did not negotiate over training issues before issuing the Directive. Similarly, I cannot find that the Judiciary was required to negotiate in response to Christie's February 16, 2007 letter concerning training for probation officers required to perform home inspections. More precisely, PANJ's request that all adult and juvenile probation officers required to conduct home inspections be afforded "Tactical Probation Officer" training is not mandatorily negotiable.<sup>2/</sup>

That letter also asserts that the Standards do not provide "guidelines, rules or regulations as to how Field Probation Officers are to create, facilitate and maintain a partnership with local law enforcement/police" concerning, inter alia, home inspections. It requests that a scheduled meeting between PANJ and the Judiciary address that issue.

I conclude that it is substantially likely that the Commission would hold that a procedure or protocol governing the

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<sup>2/</sup> This conclusion would not bar consideration of whether the training was withheld in retaliation for PANJ's exercise of protected activity.

circumstances when a probation officer, or a pair of probation officers, assigned to a home inspection, need a law enforcement escort as part of that assignment, is a mandatorily negotiable employee safety issue.<sup>8/</sup> I further conclude that negotiations over such a protocol is severable from, and would not interfere with, the Judiciary's right to determine that home inspections are needed to properly discharge its probation functions. Given the difference between home visits and home inspections, I conclude that the absence of safety protocols poses substantial and potential dangers to adult and juvenile probation officers who are carrying out home inspections and constitutes irreparable harm under the Commission's standards for issuing interim relief. I also find that such negotiations should also address equipping probation officers on home inspections with self defense equipment such as pepper spray, for those officers who have been properly trained in its use, and Kevlar vests.<sup>9/</sup>

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8/ Standard 3, provides that field searches and seizures must be carried out with law enforcement presence. However, Standard 2, covering Home Inspections, does not mention law enforcement personnel. Thus, assuming arguendo, as asserted by the Judiciary, that the Standards have the preemptive effect of a state statute or regulation, the Standards do not expressly, specifically or comprehensively preempt negotiations over a law enforcement liaison protocol for home inspections.

9/ Article 25.3 of the PANJ-Judiciary agreement already provides for the use of safety vests for officers assigned to field work.

Finally, given the managerial and public interests involved, the balance of equities and relative hardships require that I deny PANJ's request that the Judiciary be ordered to immediately suspend home inspections.

ORDER

Pending a final decision, or further order, of the Commission:

A. Respondent's oral motion to dismiss Charging Party's application for interim relief for lack of subject matter jurisdiction is denied.

B. Respondent is immediately directed to negotiate in good faith with Charging Party over severable and mandatorily negotiable issues associated with the implementation of Directive 14-06 as it affects adult and juvenile probation officers who are required, pursuant to the Directive, to carry out home inspections, including the following:

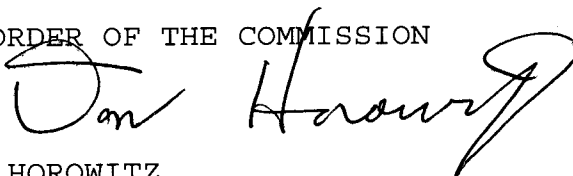
1. The establishment of a system or protocol to establish parameters under which adult and juvenile probation officers will be provided with the assistance of law enforcement personnel at the start of, or during, a home inspection;
2. Providing pepper spray to probation officers who have been properly trained in its use;

3. Providing Kevlar vests and other protective garments to probation officers.

C. Charging Party's request for interim relief is otherwise denied.

D. Respondent's oral application for a stay of this Order is denied.

BY ORDER OF THE COMMISSION

A handwritten signature in black ink, appearing to read "Don Horowitz", written over the typed name below.

DON HOROWITZ  
Commission Designee

DATED June 11, 2007  
Trenton, New Jersey