

I.R. NO. 98-28

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BOROUGH OF SEA GIRT,

Respondent,

-and-

Docket No. CO-98-399

SEA GIRT PBA LOCAL NO. 50,

Charging Party.

SYNOPSIS

PBA Local No. 50 applied for interim relief seeking to restrain the Borough of Sea Girt from refusing to pay compensation as directed in an interest arbitration award and refusing to sign a collective agreement. The Borough implemented the wage increase and made retroactive payments prior to the return date set in the order to show cause. Consequently, the Commission Designee found Local 50's application for interim relief moot and found no irreparable harm regarding its application for an order directing the Borough to sign the collective agreement. Local No. 50's application for interim relief was denied.

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Appearances:

For the Respondent,  
Ruderman & Glickman, attorneys  
(Mark S. Ruderman, of counsel)

For the Charging Party,  
Loccke & Correia, attorneys  
(Charles J. Sciarra, of counsel)

INTERLOCUTORY DECISION

On May 11, 1998, Sea Girt PBA Local #50 ("PBA") filed an unfair practice charge with the Public Employment Relations Commission alleging that the Borough of Sea Girt ("Borough") committed an unfair practice within the meaning of N.J.S.A. 34:13A-5.4a(6) and (7).<sup>1/</sup> In its charge, the PBA alleges that the Borough has failed to pay compensation as directed in an interest arbitration award and has refused to sign a successor collective agreement which incorporates the elements of the award.

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<sup>1/</sup> These provisions prohibit public employers, their representatives or agents from: "(6) Refusing to reduce a negotiated agreement to writing and to sign such agreement. (7) Violating any of the rules and regulations established by the commission."

The unfair practice charge was accompanied by a request for interim relief. An order to show cause was executed and a hearing was conducted on June 2, 1998. The parties submitted briefs and exhibits and argued orally.

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).

The Borough and the PBA are parties to a series of collective negotiations agreements. The parties engaged in negotiations in an effort to enter into a successor collective agreement to the contract which expired on December 31, 1996. Those successor negotiations culminated on December 20, 1997 with the issuance of an interest arbitration award. The award called for wage increases effective January 1, 1997, 1998 and 1999. The award also directed that retroactive salary payments be made within a reasonable period of time. By May 26, 1998, unit employees had received the salary improvements to their base wage rate and all retroactive payments due.

Following the issuance of the interest arbitration award, the parties attempted to construct a successor collective agreement. During that process, in or about April 1998, a dispute appears to have arisen concerning the wage increases due to sergeants and lieutenants. The dispute appears to concern additional payments of \$1100 and \$2000 to sergeants and lieutenants, respectively. The PBA contends that the sergeants and lieutenants are entitled to receive such payments annually during the term of the successor agreement. The Borough asserts that the arbitrator's award did not provide for sergeants and lieutenants to receive additional salary stipends beyond the percentage increases specified in the arbitrator's decision to be paid annually. The PBA argues that the Borough has refused to execute the collective agreement until the dispute concerning sergeants and lieutenants salaries is resolved.

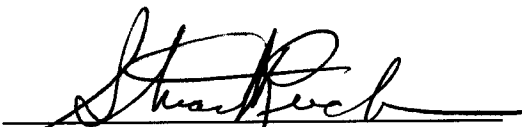
The PBA seeks an order directing the Borough to implement the salary component, including retroactive payments, contained in the interest arbitration award. On or about May 25, 1998, the Borough issued retroactive checks which brought it into compliance with the award. The base wage increases for 1997 and 1998 have also been made, pursuant to the arbitration award. Consequently, I find that the PBA's application for an order directing the Borough to make such payments is now moot. Accordingly, the PBA's application for interim relief based on the Borough's failure to make retroactive and other salary payments pursuant to the interest arbitration award is denied.

With respect to the PBA's claim that the Borough has refused to sign the collective agreement, I find that the underlying issue in that dispute is monetary. It is well established that a party does not suffer irreparable harm where a monetary remedy can be provided. Newark Bd. of Ed., I.R. No. 83-15, 9 NJPER 253 (¶14116 1983). Further, in a case concerning an alleged failure to sign a collective agreement, in violation of the Act, the Commission is able at the conclusion of a plenary hearing to effectively fashion a remedy curing such violation. Consequently, the PBA's application for an order directing the Borough to sign the collective agreement is also denied.

The unfair practice charge will continue to be processed in accordance with normal Commission procedures.

ORDER

The PBA's application for interim relief seeking the payment of the wage increase, retroactively and otherwise, pursuant to the interest arbitration award and seeking an order directing the Borough to sign the collective agreement is denied.

  
Stuart Reichman  
Commission Designee

DATED: June 8, 1998  
Trenton, New Jersey