

I.R. NO. 92-12

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

OLD BRIDGE TOWNSHIP BOARD OF EDUCATION,

Respondent,

-and-

Docket No. CO-92-104

OLD BRIDGE EDUCATION ASSOCIATION,

Charging Party.

SYNOPSIS

A Commission Designee orders the Board of Education to vote upon the implementation of a salary guide. The Board had previously ratified a Memorandum of Agreement. However, it reserved upon itself to vote on the salary guides which were yet to be developed. The negotiations teams tentatively approved a salary guide but the Board declined to bring it to a vote.

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Appearances:

For the Respondent
Wilentz, Goldman & Spitzer, attorneys
(Harold G. Smith, of counsel)

For the Charging Party
Balk, Oxfeld, Mandell & Cohen, attorneys
(Sanford R. Oxfeld, of counsel)

INTERLOCUTORY DECISION

On October 10, 1991, the Old Bridge Education Association ("Association") filed an unfair practice charge against the Old Bridge Township Board of Education ("Board"). The charge alleges that the Board violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically subsections 5.4(a)(1) and (5)^{1/} by refusing to ratify and implement an agreed upon

^{1/} These subsections 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. (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."

salary guide.

The unfair practice charge was accompanied by an Order to Show Cause. The Order was executed and made returnable for October 28, 1991. I conducted a hearing on October 28, 1991. At that time, the parties were permitted to submit evidence and argue orally.

The Board contends that although an agreement was entered into and ratified, the parties never agreed upon an appropriate salary guide. It is undisputed that on August 22, 1991, the representative for the union and the board of education signed a Memorandum of Agreement for a collective bargaining agreement for 1991-1994. The contract was ratified by both sides. The Board's ratification resolution stated an "exception" that salary guides remain to be mutually developed. The parties met to establish salary guides. During the course of the meeting on salary guides, a dispute arose as to the appropriate increase for longevity payments. To resolve this dispute, both the representative of the Board and the Association contacted the P.E.R.C. mediator as to his understanding of the Memorandum of Agreement. The mediator confirmed his understanding of the Agreement. At the conclusion of this meeting, a memorandum was drafted and forwarded to the Board members. The purpose of this memorandum was to advise the Board members that the guides had been revised and to establish a meeting so the Board could review the salary guides.

This meeting took place on September 13, 1991. However, the Board declined to bring this matter to a vote and to date has


not implemented the guide. The Association here is seeking an order compelling the Board to ratify and implement the agreed upon contract and salary guides.

The standards that have been developed by the Commission for evaluating interim relief requests are similar to those applied by the Courts when addressing similar applications. The moving party must demonstrate that it has a substantial likelihood of success on the legal and factual allegations in a final Commission decision and that irreparable harm will occur if the requested relief is not granted. Further, in evaluating such requests for relief, the relative hardship to the parties in granting or denying the relief must be considered.^{2/}

Although the parties have ratified the basic agreement and agreed upon salary guide, the contract has not been implemented. No negotiations are taking place, yet the Board has refused to vote on the ratification of the salary guide. The Board ratified an agreement, their agents signed off on the agreed upon salary guide and then simply failed to vote. This action thwarts the collective negotiations process. No good reason has been stated why the salary guide has not been voted upon by the Old Bridge Board of Education. The failure to bring this matter to a vote effectively thwarts the intent of the New Jersey Public Employer-Employee Relations Act.

^{2/} Crowe v. DeGioia, 90 N.J. 126 (1982); Tp. of Stafford, P.E.R.C. No. 76-9, 1 NJPER 59 (1975); State of New Jersey (Stockton State College), P.E.R.C. No. 76-6, 1 NJPER 41 (1975); Tp. of Little Egg Harbor, P.E.R.C. No. 94, 1 NJPER 36 (1975).

Accordingly, the Association's application is granted and the Board is hereby ordered to vote upon the implementation of the salary guides.



Edmund G. Gerber
Commission Designee

DATED: November 15, 1991
Trenton, New Jersey