

P.E.R.C. NO. 96-79

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

COUNTY OF BERGEN,

Respondent,

-and-

Docket No. CO-96-246

BERGEN COUNTY POLICE PBA LOCAL 49,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission denies a motion for reconsideration of I.R. No. 96-19, 22 NJPER 147 (127077 1966) filed by Bergen County Police PBA Local 49. In that decision, a Commission designee denied the PBA's request for interim relief pending the processing of its unfair practice charge against the County of Bergen. The Commission Designee found that the PBA had not shown that the County had an obligation to pay salary advances after the expiration of the parties' collective negotiations agreement. The Commission finds no extraordinary circumstances warranting review of that determination at this juncture.

This synopsis is not part of the Commission decision. It has been prepared for the convenience of the reader. It has been neither reviewed nor approved by the Commission.

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Appearances:

For the Respondent, Edwin C. Eastwood, Jr., attorneys
(Peter A. Scandariato, of counsel)

For the Charging Party, Loccke & Correia, P.A., attorneys
(Joseph Licata, on the motion)

DECISION AND ORDER

On April 4, 1996, Bergen County Police PBA Local 49 moved for reconsideration of I.R. No. 96-19, 22 NJPER 147 (127077 1996). In that decision, a Commission designee denied the PBA's request for interim relief pending the processing of its unfair practice charge against the County of Bergen. On April 12, the County filed a letter opposing reconsideration.

The PBA alleges that the County violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., by failing to make advance salary payments of \$2,250 to unit employees after the expiration of the parties' collective negotiations agreement. Article VIII of the parties' expired agreement provides that because salary levels are set by comparisons to other County

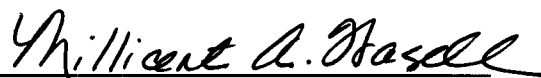
law enforcement agencies that may not have finalized their annual pay rates by January 1 of either of the years of the contract, advance salary payments will be paid as soon as practicable after January 1 of each of the years covered by the contract. Final pay rate adjustments are to be made not later than September 1. The County does not dispute that salary advances have been paid after past agreements have expired, but it argues that this round of negotiations is different because it is proposing that there be no salary increases for 1996.

Interim relief requires a finding that the moving party has a substantial likelihood of success on the merits. Crowe v. DeGioia, 90 N.J. 126 (1982). The Commission designee found that the PBA had not shown that the County had an obligation to pay the salary advances after the expiration of the contract and that therefore the PBA had not met its burden. There are no extraordinary circumstances warranting our review of that determination at this juncture. Accordingly, the motion for reconsideration is denied.

ORDER

The motion for reconsideration is denied.

BY ORDER OF THE COMMISSION



Millicent A. Wasell
Acting Chair

Acting Chair Wasell, Commissioners Boose, Buchanan, Finn, Klagholz, Ricci and Wenzler voted in favor of this decision. None opposed.

DATED: June 20, 1996
Trenton, New Jersey
ISSUED: June 21, 1996