

P.E.R.C. NO. 85-51

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of  
TOWNSHIP OF TEANECK,

Petitioner,

-and-

Docket No. SN-84-103

F.M.B.A. LOCAL NO. 42,

Respondent.

SYNOPSIS

The Public Employment Relations Commission holds that a proposal that FMBA Local No. 42 made during successor contract negotiations with the Township of Teaneck is mandatorily negotiable. The proposal concerned exchanges of duty tours. The Commission notes that the proposal conditions any exchange on the employee's obtaining the advance approval of the fire department chief.

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Appearances:

For the Petitioner, Gerald L. Dorf, P.C.  
(Eric Martin Bernstein, on the Brief)

For the Respondent, Rinaldo & Rinaldo, Esqs.

DECISION AND ORDER

On May 3, 1984, the Township of Teaneck ("Township") filed a Petition for Scope of Negotiations Determination with the Public Employment Relations Commission. The petition seeks a determination that a proposal which F.M.B.A. Local No. 42 ("FMBA") made during successor contract negotiations is a non-mandatory subject of negotiations. This proposal, entitled "Exchange of Tours," provides:

Any employee covered by this Agreement may exchange up to 18 tours of duty per calendar year with any employee covered by this Agreement (provided that both employees engaging in the exchange of tours are of the same rank) and provided that advance approval of the proposed exchange tours of duty is given by the Chief or Officer acting on his behalf, and further provided that no such exchange of tours shall be permitted when a fire emergency exists in the Township.

The Township has submitted a brief and documents. The following facts appear.

The FMBA is the majority representative of the Township's rank and file firefighters. The Township and the FMBA have been engaged in successor contract negotiations. During these negotiations, the FMBA made the proposal set forth above. The instant petition ensued.<sup>1/</sup>

In In re Town of Kearny, P.E.R.C. No. 82-12, 7 NJPER 456 (¶12202 1981), we determined that the following clause was mandatorily negotiable:

Employees may exchange duty time subject to the approval of the Chief of the Fire Department provided the efficiency of the Department is not diminished.

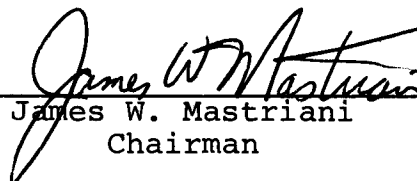
Since the instant clause, like the one in Kearny, conditions an exchange of duty tours on the advance approval of the public employer, the instant clause is also mandatorily negotiable. In actual operation, the chief retains full authority to determine whether to grant an employee's request for a temporary change in shift assignments. Accordingly, we find, on balance, that the proposal does not specifically interfere with the determination of governmental policy. Bd. of Ed. Woodstown-Pilesgrove v. Woodstown-Pilesgrove Ed. Assn., 81 N.J. 582 (1980). The proposal is therefore mandatorily negotiable and may be submitted to interest arbitration.

<sup>1/</sup> During the pendency of this proceeding, the interest arbitrator rendered his award. He retained jurisdiction to rule on the proposal before us in the event it was found to be mandatorily negotiable. See N.J.A.C. 19:16-5.7(h). The instant proposal is non-economic.

ORDER

The FMBA's proposal entitled "Exchange of Tours" is mandatorily negotiable and may be submitted to interest arbitration.

BY ORDER OF THE COMMISSION

  
James W. Mastriani  
Chairman

Chairman Mastraini, Commissioners Butch, Graves, Hipp, Newbaker, Suskin and Wenzler voted in favor of this decision. None opposed.

DATED: Trenton, New Jersey  
November 1, 1984  
ISSUED: November 2, 1984