

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

HAMILTON TOWNSHIP BOARD
OF EDUCATION,

Respondent,

-and-

Docket No. SN-96-125

HAMILTON TOWNSHIP ADMINISTRATORS
AND SUPERVISORS ASSOCIATION,

Petitioner,

SYNOPSIS

The Public Employment Relations Commission dismisses a petition for scope of negotiations determination filed by the Hamilton Township Administrators and Supervisors Association. The petition seeks a declaration that a provision requiring an employee co-pay in the agreement between the Association and the Hamilton Township Board of Education is illegal because it allegedly conflicts with statutes and regulations governing the New Jersey State Health Benefits Plan. The Commission finds that there is no basis for a scope of negotiations determination. There is no successor contract proposal or demand to arbitrate a grievance, nor are there any special circumstances warranting the Commission's scope of negotiations jurisdiction.

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.

P.E.R.C. NO. 97-69

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Appearances:

For the Respondent, Hill Wallack, attorneys
(Joan Kane Josephson, of counsel)

For the Petitioner, Robert M. Schwartz, attorney

DECISION AND ORDER

On May 3, 1996, the Hamilton Township Administrators and Supervisors Association petitioned for a scope of negotiations determination. The Association seeks a declaration that a provision in its agreement with the Hamilton Township Board of Education is illegal because it allegedly conflicts with statutes and regulations governing the New Jersey State Health Benefits Plan ("SHBP"). The provision requires a \$10.00 per pay period co-pay for employees in its negotiations unit.

The parties have filed affidavits, briefs and exhibits. These facts appear.

The Association represents the Board's principals, vice-principals and supervisors. Article IV of the parties'

collective negotiations agreement provides that effective January 1, 1995, employees selecting a certain form of medical benefits would have \$10.00 per pay period deducted from their paychecks.^{1/}

On February 13, 1995, the Association filed a grievance asserting that the co-pay provision was illegal since the Board was not uniformly applying it to all its employees. The Board denied the grievance on February 21. The grievance was not processed any further.

On June 13, 1995, the Board ratified a memorandum of understanding which established the terms of a new agreement with the Hamilton Township Education Association ("HTEA"), the representative of the district's teachers. That agreement provided that effective July 1, 1996, members of that unit would be subject to a \$10.00 per pay period co-pay for health benefits.

On March 20, 1996, the Board adopted a resolution withdrawing from the SHBP effective June 1, 1996. On that date, U.S. Healthcare became its health insurance carrier. On May 3, the Association filed this petition asserting that the co-pay provision in its agreement was illegal because it was not uniformly applied to all employees as allegedly required by the SHBP, particularly N.J.A.C. 17:9-5.4(b).

The Board asserts that its withdrawal from the SHBP renders the petition moot. It further asserts that recent changes and

^{1/} The contractual procedure does not provide for binding arbitration.

additional proposed changes in the SHBP will render the principle asserted by the Association inapplicable to future disputes. It also asserts that the Association's petition should be barred on the basis of waiver and estoppel, the Association is seeking to enforce an illegal parity agreement, and the Board's health care arrangements before June 1, 1996 did not violate any SHBP regulations. It urges that the petition be dismissed.

The Association asserts that a ruling should be made that the co-pay arrangements in effect before the end of the 1995-1996 school year were illegal because a co-pay was not uniformly paid by all Board employees contrary to the SHBP's requirements.

There is no basis for a scope of negotiations determination. N.J.S.A. 34:13A-5.4(d) empowers the Commission, upon the request of any public employer or exclusive representative, to determine whether a matter in dispute is within the scope of negotiations. N.J.A.C. 19:13-2.2(a)(4) requires that a petition specify that the dispute has arisen:

i. During the course of collective negotiations, and that one party seeks to negotiate with respect to a matter or matters which the other party contends is not a required subject for collective negotiations; or

ii. With respect to the negotiability of a matter or matters sought to be processed pursuant to a collectively negotiated grievance procedure; or


iii. Other than in subparagraphs i and ii above, with an explanation of the circumstances.

There is no successor contract proposal or demand to arbitrate a grievance concerning this issue. Nor are there any special circumstances warranting the exercise of our scope of negotiations jurisdiction. We therefore dismiss this petition. See Rutgers, the State Univ., P.E.R.C. No. 92-107, 18 NJPER 264 (¶23110 1992); New Jersey Highway Auth., P.E.R.C. No. 92-73, 18 NJPER 67 (¶23029 1991); Livingston Tp. Bd. of Ed., P.E.R.C. No. 86-135, 12 NJPER 451 (¶17170 1986); Bethlehem Tp. Bd. of Ed., P.E.R.C. No. 85-9, 10 NJPER 499 (¶15227 1984).

ORDER

The petition is dismissed.

BY ORDER OF THE COMMISSION


Millicent A. Wasell
Acting Chair

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

DATED: December 19, 1996
Trenton, New Jersey
ISSUED: December 20, 1996