

P.E.R.C. NO. 93-93

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BOROUGH OF BOGOTA,

Petitioner,

-and-

Docket No. SN-93-47

POLICEMAN'S BENEVOLENT
ASSOCIATION LOCAL NO. 86,

Respondent.

SYNOPSIS

The Public Employment Relations Commission restrains binding arbitration of a grievance filed by the Policeman's Benevolent Association Local No. 86 against the Borough of Bogota to the extent the demand for arbitration contests a requirement that police officers wear dress blouses over their bullet proof vests. The Commission declines to restrain binding arbitration over the PBA's demand that the Borough pay the cost of altering or replacing the officers' dress blouses.

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Appearances:

For the Petitioner, Contant, Scherby & Atkins, attorneys
(Andrew T. Fede, of counsel)

For the Respondent, Loccke & Correia, attorneys
(Manuel A. Correia, of counsel)

DECISION AND ORDER

On December 15, 1992, the Borough of Bogota petitioned for a scope of negotiations determination. The Borough seeks a restraint of binding arbitration of a grievance filed by Policeman's Benevolent Association Local No. 86. That grievance asserts that the Borough violated a provision in the parties' collective negotiations agreement requiring it to pay the cost of any changes in uniforms.

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

The PBA represents the Borough's police officers. The

parties' collective negotiations agreement is effective from January 1, 1990 through December 31, 1992. Article XX provides, in part:

A. Each new employee shall receive from the Employer, free of charge, in lieu of a clothing allowance, a complete uniform.

B. Thereafter, the Employer will pay each Employee, during the term of this Agreement, a clothing allowance which shall be payable the third pay date in November. The clothing allowance shall be Six Hundred Fifty (\$650.00) Dollars in 1990; Seven Hundred Twenty Five (\$725.00) in 1991; and Eight Hundred (\$800.00) Dollars in 1992.

C. This payment shall be made to plainclothed as well as uniformed employees.

D. If the Employer decides to change the uniform or any part thereof, it shall provide each Employee, free of charge, any such changed items.

E. Utilization of Section D above shall not diminish the clothing allowance set forth in this Agreement.

Section 23-6.3 of the Borough's ordinances sets forth the required uniform for police officers. That ordinance predates the parties' contract and specifies that each officer must include one dress blouse in his or her uniform.

On August 28, 1992, the Chief of Police issued an order requiring officers to wear bulletproof vests underneath their dress blouses and to wear those dress blouses on a daily and seasonal basis. The chief also required police officers to replace their dress blouses at their own expense if the blouses would not fit over the bulletproof vests.

The PBA grieved the chief's directives, asserting that officers should not have to bear the cost of altering or replacing their dress blouses so that they fit over their bulletproof vests. The Borough denied that grievance. On October 27, 1992, the PBA demanded arbitration. It identified the following issue:

Has the Employer violated the Collective Bargaining Agreement, including but not limited to Article XX, by virtue of unilaterally promulgated regulations which have resulted in the need to alter, modify or change articles of the uniform-specifically, the Blouse.

It asked that the directives be rescinded and/or that the employer be ordered to pay for any new clothing articles. This petition ensued.

The Borough maintains that it has a non-negotiable right to require its police officers to wear and maintain dress blouses and to wear bulletproof vests under those blouses. The PBA does not dispute that proposition. We will therefore restrain arbitration to the extent the demand for arbitration contests this requirement.


The cost of purchasing, maintaining, and replacing uniforms is a mandatorily negotiable subject. Borough of Maywood, P.E.R.C. No. 87-133, 13 NJPER 354 (¶18144 1987); City of Newark, P.E.R.C. No. 86-74, 12 NJPER 26 (¶17010 1985). The parties' contract addresses these costs by specifying that the employer must pay for any changes in uniforms. The PBA asserts that a change in uniforms has occurred since officers must alter or replace their dress blouses in order to wear bulletproof vests under their blouses. That is a mandatorily negotiable claim. While the Borough responds that no change has

occurred since officers have always been required to wear dress blouses, that contention goes to the contractual merits and is outside our jurisdiction. Ridgefield Park Ed. Ass'n v. Ridgefield Park Bd. of Ed., 78 N.J. 144, 154 (1978). We therefore decline to restrain binding arbitration of the PBA's demand that the Borough pay the costs of altering or replacing the officers' dress blouses.

ORDER

The request of the Borough of Bogota for a restraint of binding arbitration is granted to the extent the demand for arbitration contests the requirement that police officers wear dress blouses over their bulletproof vests. The request is otherwise denied.

BY ORDER OF THE COMMISSION



James W. Mastriani
Chairman

Chairman Mastriani, Commissioners Bertolino, Goetting, Regan, Smith and Wenzler voted in favor of this decision. None opposed. Commissioner Grandrimo was not present.

DATED: April 29, 1993
Trenton, New Jersey
ISSUED: April 30, 1993