

P.E.R.C. NO. 99-73

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

GREEN TOWNSHIP BOARD OF EDUCATION,

Charging Party,

-and-

Docket No. CO-H-98-129

GREEN TOWNSHIP EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission dismisses a Complaint against the Green Township Board of Education. The Complaint was based on an unfair practice charge filed by the Green Township Education Association. The charge alleges that the Board violated the New Jersey Employer-Employee Relations Act when, after a three-year collective negotiations agreement expired, it did not increase the salaries of teachers earning higher degree credits or meeting longevity criteria. Applying the analysis in Neptune Tp. Bd. of Ed. v. Neptune Tp. Ed. Ass'n, 144 N.J. 16 (1996), the Commission holds that a school board in successor contract negotiations cannot be ordered to increase salaries based on degree and longevity provisions in a three-year salary schedule that has expired.

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 Charging Party, Hunter & Klausner, attorneys  
(Steven B. Hunter, on the brief)

For the Respondent, David A. Wallace, attorney

DECISION

On October 15, 1997, the Green Township Education Association filed an unfair practice charge against the Green Township Board of Education. The charge alleges that the Board violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically 5.4a(1) and (5),<sup>1/</sup> when, after a three-year collective negotiations agreement expired, it did not increase the salaries of teachers earning higher degree credits or meeting longevity criteria.

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<sup>1/</sup> These provisions 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 and (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."

On January 23, 1998, a Complaint and Notice of Hearing issued. The Board's Answer incorporated an earlier statement asserting that Neptune Tp. Bd. of Ed. v. Neptune Ed. Ass'n, 144 N.J. 16 (1996) prohibited payment of the salary increases sought.

The parties stipulated these facts:

. . .

1. The [Association] is the recognized majority representative for, among other professional and support staff titles, all non-supervisory certificated teaching staff members employed by the [Board].
2. The [Board] is a public employer within the meaning of the Act and is subject to the Act's prescriptions.
3. The [Association and the Board] are parties to a Collective Negotiations Agreement that covers the period between July 1, 1994 and June 30, 1997....
4. The parties are presently involved in successor contract negotiations. Daniel Brent has been appointed as a Fact Finder by PERC regarding the present contract impasse. As a result, the economic issues of salary increases, salary increments, salary columns, and longevity payments, among others, for a successor agreement are presently unresolved.
5. The 1994-1997 Collective Negotiations Agreement incorporated salary guides for professional staff for each of the three school years covered by the agreement....
6. During the life of the 1994-1997 agreement, and prior to the Supreme Court's Neptune Township Board of Education decision, professional staff members were placed on the appropriate step of the guide established for each year of the agreement, such placement having taken into account all appropriate salary adjustments and increments in each year. However, subsequent to the Supreme

Court's Neptune Township Board of Education decision and since the expiration of the Collective Negotiations Agreement on June 30, 1997, no professional staff member has received any salary adjustment or increment.

7. The professional staff salary guides each consist of 12 steps (letters A-L) and 5 vertical columns (letters A-E). The columns are designated BA, BA+15, BA+30, MA and MA+30, respectively. Each column reflects a different level of educational attainment as measured by degrees and by graduate credits earned beyond a degree level. The contract and salary guides also provide for additional payments for longevity (Article XVI).

8. During the life of the 1994-1997 agreement, and prior to the Supreme Court's Neptune Township Board of Education decision, professional staff members who earned the appropriate degree and/or graduate credit levels were moved to the appropriate salary guide column reflecting the attainment of an additional educational level and staff members who qualified for new longevity payments received such payments.

9. Since June 30, 1997, no professional staff member has received a salary adjustment or column movement for attaining additional educational levels as reflected on the professional staff guide although to date (as of June 30, 1998) three professional staff members have attained higher educational attainment levels in that time. In addition, no professional staff member has received any longevity payments which had not commenced before June 30, 1997.

10. The Board of Education did not negotiate any changes with the Association regarding either the payment of longevity after the expiration of the 1994-1997 Collective Negotiations Agreement or the payment of a higher salary upon the attainment of an additional educational level after the expiration of the 1994-1997 Collective Negotiations Agreement. Subsequent to the Supreme Court's Neptune Township Board of

Education decision the Association did not negotiate any changes with the Board of Education with regard to the economic issues addressed by the Supreme Court therein.

11. Prior to the expiration of the 1994-1997 Collective Negotiations Agreement and prior to the Supreme Court's Neptune Township Board of Education decision the Board, without exception, after the expiration of an existing Collective Negotiations Agreement, would pay District teachers for the attainment of additional educational levels on the negotiated salary guide and for additional longevity payments earned by District teachers.

12. The parties agree that the stipulated facts constitute the complete record. The Charging Party acknowledges that to the extent the stipulated facts are insufficient to sustain its burden of proof by a preponderance of the evidence, the Complaint may be dismissed. Similarly, the Respondent acknowledges that it too must rely on the sufficiency of the stipulated record to sustain any affirmative defenses it has asserted, or to rebut or disprove the prima facie case established by the Charging Party.

The parties also waived a Hearing Examiner's report.


After briefs were filed, the case was transferred to the Commission.

In a companion case decided today, we dismissed a Complaint based on a similar unfair practice charge. Middletown Tp. Bd. of Ed., P.E.R.C. No. 99-72, 25 NJPER \_\_\_\_\_ (\_\_\_\_\_, 1999). Given Neptune, we held that a school board in successor contract negotiations could not be ordered to increase salaries based on the degree and longevity provisions in a three-year salary schedule that had expired. We incorporate Middletown's analysis and apply its holding here.

ORDER

The Complaint is dismissed.

BY ORDER OF THE COMMISSION

  
Millicent A. Wasell  
Millicent A. Wasell  
Chair

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

DATED: February 25, 1999  
Trenton, New Jersey  
ISSUED: February 26, 1999