

P.E.R.C. NO. 79-87

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TOWNSHIP OF TEANECK,

Petitioner,

-and-

Docket No. SN-79-79

TEANECK PROFESSIONAL FIRE  
OFFICERS ASSOCIATION,

Respondent.

SYNOPSIS

The Chairman of the Public Employment Relations Commission issues a decision in a scope of negotiations matter finding that maintenance of membership clauses that require employees to maintain their union membership for the duration of a collective negotiations agreement are illegal subjects for collective negotiations. The Association was ordered to refrain from proposing or submitting to interest arbitration a contractual provision which attempts to restrict employees in their right to refrain from employee organization activity except to the extent authorized by N.J.S.A. 52:14-15.9e.

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Appearances:

For the Petitioner, Steven S. Glickman, Esq.

For the Respondent, Howard A. Goldberger, Esq.

DECISION AND ORDER

A Petition for Scope of Negotiations Determination was filed by the Township of Teaneck ("Township") with the Public Employment Relations Commission on March 1, 1979 disputing the negotiability of a matter which the Teaneck Professional Fire Officers Association ("Association") was seeking to negotiate.

The parties are presently engaged in compulsory interest arbitration in accordance with Public Laws of 1977, Chapter 85. The Township filed its brief in this matter on March 8, 1979. The Association chose not to file a brief or positional statement in this case.

The issue placed before the Commission for determination in this instant proceeding is the negotiability of the following proposal:

ARTICLE III  
MAINTENANCE OF MEMBERSHIP

A. All employees covered by this Agreement who are members of the Association at the time this Agreement is ratified or who thereafter become members during the term of this Agreement must retain their membership in the Association, at least to the extent of paying dues to the Association, for the duration of this Agreement. In case any employee, pursuant to the requirements of N.J.S.A. 52:14-159e withdraws from the Association, the Township shall not be required to discharge said employee, but the Association may resort to any appropriate legal action to enforce payment of dues to it from the employee.

The Commission, pursuant to N.J.S.A. 34:13A-6(f), has delegated to the undersigned the authority to issue scope of negotiations decisions on behalf of the entire Commission in cases such as this.

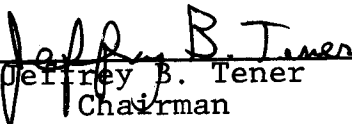
The Commission in the past has determined that maintenance of membership clauses that require employees to maintain their union membership for the duration of a collective negotiations agreement, in contravention of the language of N.J.S.A. 34:13A-5.3 permitting an employee to refrain from joining or assisting an employee organization and in violation of the prescriptions of N.J.S.A. 52:14-15.9e relating to dues checkoff authorizations, are illegal subjects for collective negotiations. See In re Matter of County of Bergen (Bergen Pines Hospital), P.E.R.C. No. 76-41, 2 NJPER 166 (1976) and In re Holmdel Township, P.E.R.C. No. 78-58, 4 NJPER 158 (14075 1978) and State v. State Supervisory Employees Assn., 78 N.J. 54 (1978). The Commission in its prior

decisions has considered all the arguments raised by the Township in the instant matter and has ruled that maintenance of membership clauses such as the one at issue in this proceeding are illegal subjects for collective negotiations. The undersigned recognizes that this clause does not require discharge by the employer for failure to comply, but its intent in terms of attempting to compel continued employee membership is obvious.

ORDER

Based upon the above and with specific reference to the statutory right of employees to refrain from employee organization activity and the qualifications of that right set forth in N.J.S.A. 52:14-15.9e, it is hereby ordered that the Association refrain from proposing or submitting to interest arbitration a contractual provision which attempts to restrict employees in their right to refrain from employee organization activity except to the extent authorized by N.J.S.A. 52:14-15.9e.

BY ORDER OF THE COMMISSION

  
Jeffrey B. Tener  
Chairman

DATED: Trenton, New Jersey  
May 23, 1979