

P.E.R.C. NO. 90-59

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TOWNSHIP OF LACEY,

Petitioner,

-and-

Docket No. SN-89-71

TEAMSTERS LOCAL 97
OF NEW JERSEY, IBT,

Respondent.

SYNOPSIS

The Public Employment Relations Commission restrains binding arbitration of a grievance filed by Teamsters Local No. 97 against the Township of Lacey. The grievance contests the Township's decision to use an independent contractor rather than Township employees to remove snow. In accordance with well-settled case law concerning subcontracting, the Commission restrains binding arbitration.

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Appearances:

For the Petitioner, Sills, Cummis, Zuckerman, Radin,
Tischman, Epstein & Gross, P.C.
(Frank N. D'Ambra, of counsel)

DECISION AND ORDER

On May 16, 1987, the Township of Lacey petitioned for a scope of negotiations determination. It seeks a restraint of binding arbitration of a grievance filed by Teamsters Local No. 97 of New Jersey, IBT. The grievance contests the Township's decision to use an independent contractor rather than Township employees to remove snow on February 24, 1989.

The Township has filed a brief and exhibits. These facts appear.

Local 97 is the majority representative of the Township's blue-collar employees. Local 97 and the Township entered into a collective negotiations agreement effective January 1, 1986 through December 31, 1988. Its grievance procedure ends in final and binding arbitration.

On February 24, 1989, a violent snowstorm hit Lacey Township. Employees in the negotiations unit worked eight hours on their regular shift and four hours of overtime. Township officials then contracted with an independent snow removal company to help remove the snow between 1:00 p.m. and midnight.

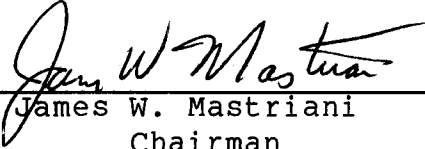
Local 97 filed a grievance contesting the decision to use an independent contractor and seeking five hours double time pay. The Township denied this grievance, asserting that it used an independent contractor because it was worried about the fatigue of employees who had already worked 12 hours. It also asserted that it did not save any money. Local 97 demanded binding arbitration. This petition ensued.

The Township asserts that it had a prerogative to subcontract the snow removal work to an independent contractor. Local 195, IFPTE v. State, 88 N.J. 393 (1982). Local 97 has not disputed this assertion. In accordance with well-settled case law, we restrain binding arbitration.

ORDER

Binding arbitration of this grievance is restrained.

BY ORDER OF THE COMMISSION



James W. Mastriani
Chairman

Chairman Mastriani, Commissioners Bertolino, Johnson, Reid, Ruggiero, Smith and Wenzler voted in favor of this decision. None opposed.

DATED: Trenton, New Jersey
December 14, 1989
ISSUED: December 15, 1989