

P.E.R.C. NO. 94-114

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF ENGLEWOOD,

Petitioner,

-and-

Docket No. SN-94-43

ENGLEWOOD PBA LOCAL 216,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants the request of the City of Englewood for a restraint of binding arbitration of a grievance filed by Englewood PBA Local 216 to the extent the grievance claims that the City should have created a light duty assignment for a police officer. The request for a restraint of binding arbitration is otherwise denied.

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Appearances:

For the Petitioner, Robert L. Benecke, labor representative

For the Respondent, Loccke & Correia, P.A., attorneys
(Michael J. Rappa, of counsel)

DECISION AND ORDER

On November 1, 1993, the City of Englewood petitioned for a scope of negotiations determination. The employer seeks a restraint of binding arbitration of a grievance filed by Englewood PBA Local 216 on behalf of a patrol officer it represents. The grievance asserts that the employer improperly denied the officer a light duty assignment.

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

Local 216 represents all members of the City's regular police force except the deputy chiefs and chief. The parties entered into a collective negotiations agreement effective from January 1, 1993 through December 31, 1995. The grievance procedure ends in binding arbitration.

Local 216 filed a grievance on behalf of patrol officer Lynn Gladstone. The grievance contested the employer's refusal to allow Gladstone to return to work in a light duty position, even though she had a doctor's note clearing her for such work. Local 216 asserts that light duty positions were available and that such assignments had often been made. As a result of that denial, Gladstone had to continue to use sick leave days.

After the grievance was denied, Local 216 demanded binding arbitration. It identified the grievance as involving "sick leave benefit administration." This petition ensued.

In City of Englewood, P.E.R.C. No. 93-110, 19 NJPER 276 (¶24140 1993), we decided the negotiability of a similar dispute involving a claim that this employer should have given a police officer a light duty assignment. We stated:

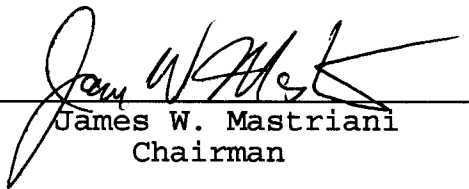
We have restrained binding arbitration of grievances demanding that an employer create light duty assignments. City of Camden, P.E.R.C. No. 93-3, 18 NJPER 392 (¶23177 1992); Montgomery Tp., P.E.R.C. No. 89-22, 14 NJPER 574 (¶19242 1988); City of Camden, P.E.R.C. No. 83-128, 9 NJPER 22 (¶14104 1983). We will therefore restrain arbitration to the extent the grievance claims that the City should have created a light duty assignment for Guppy. We will not, however, restrain arbitration to the extent the grievance claims that light duty work for which Guppy was qualified was in fact available and that the employer denied Guppy assignment to an available position and instead forced her to use contractual leave time.

Both parties cite Englewood. Neither party seeks to distinguish it. We accordingly enter a similar order in this case.

ORDER

The request of the City of Englewood for a restraint of binding arbitration is granted to the extent the grievance claims that the City should have created a light duty assignment for Gladstone. The request for a restraint of binding arbitration is otherwise denied.

BY ORDER OF THE COMMISSION


James W. Mastriani
Chairman

Chairman Mastriani, Commissioners Bertolino, Goetting, Regan and Smith voted in favor of this decision. Commissioner Klagholz voted against this decision. Commissioner Wenzler was not present.

DATED: May 25, 1994
Trenton, New Jersey
ISSUED: May 26, 1994