

P.E.R.C. NO. 89-79

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

JERSEY CITY BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-88-61

JERSEY CITY EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission restrains binding arbitration of a grievance filed by the Jersey City Education Association against the Jersey City Board of Education. The grievance alleges that the Board violated the parties' collective negotiations agreement when it did not appoint William Drennan as head basketball coach. The Commission finds that under Teaneck Bd. of Ed. v. Teaneck Teachers Ass'n, 94 N.J. 9 (1983) it must hold the contract's advancement clause non-negotiable and this grievance non-arbitrable.

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

JERSEY CITY BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-88-61

JERSEY CITY EDUCATION ASSOCIATION,

Respondent.

Appearances:

For the Petitioner, DeMaria, Ellis & Hunt, Esqs.
(Brian N. Flynn, of counsel)

For the Respondent, Feintuch & Porwich, Esq.
(Alan S. Porwich, of counsel)

DECISION AND ORDER

On February 29, 1988, the Jersey City Board of Education filed a Petition for Scope of Negotiations Determination. The Board seeks a restraint of binding arbitration of a grievance filed by the Jersey City Education Association. The grievance alleges that the Board violated the parties' collective negotiations agreement when it did not appoint William Drennan as head basketball coach.

The parties have filed briefs and exhibits.^{1/} These facts appear.

The Association is the majority representative of the Board's teachers and coaches. The parties entered a collective negotiations agreement effective September 1, 1986 to August 31, 1988. Article 25-4 provides:

^{1/} The Association received several extensions of time.

ADVANCEMENT: When a vacancy occurs in any Head Coaching position, appointment shall be given to an assistant coach active in that particular sport, based on seniority, experience and evaluation reports within the system.

The grievance procedure ends in final and binding arbitration.

On September 5, 1986, William Drennan filed a grievance. The grievance asserts that when the head basketball coach suddenly resigned in December 1986, Drennan, his assistant, was appointed head coach for the 1985-86 season. Drennan received excellent evaluations. But the position was then posted as vacant for the 1986-87 season and another person appointed. The grievance concludes that the Board violated Article 25-4.

The Board denied the grievance; the Association demanded binding arbitration; this petition ensued. Commission designee Charles A. Tadduni restrained arbitration pending a final decision. I.R. No. 88-13, 14 NJPER 267 (¶19099 1988).

The Board asserts that Article 25-4 illegally displaces its prerogative to set the criteria for coaching appointments. It cites Teaneck Bd. of Ed. v. Teaneck Teachers Ass'n, 94 N.J. 9 (1983) and several other cases. The Association responds that this article does not require the Board to appoint an unqualified assistant coach.

Under Teaneck, we must hold Article 25-4 non-negotiable and this grievance non-arbitrable. See also N. Bergen Tp. Bd. of Ed. v. N. Bergen Fed. of Teachers, 141 N.J. Super. 97 (App. Div. 1976); Washington Tp. Bd. of Ed., P.E.R.C. No. 88-148, 14 NJPER 471 (¶19199 1988).

ORDER

The request for a restraint of binding arbitration is granted.

BY ORDER OF THE COMMISSION



James W. Mastriani
Chairman

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

DATED: Trenton, New Jersey
January 9, 1989
ISSUED: January 10, 1989