

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BOROUGH OF POMPTON LAKES,

Petitioner,

-and-

Docket No. SN-95-45

POMPTON LAKES BOROUGH  
EMPLOYEES' ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission determines that a terminal leave clause in an expired collective negotiations agreement between the Pompton Lakes Borough Employees' Association and the Borough of Pompton Lakes is mandatorily negotiable. The Commission finds that the legality of the clause does not depend on whether the benefit is linked to some other form of unused leave.

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 Petitioner, Sabbath, Struble, Ragno, Petrie, Oroho  
& Spinato, attorneys (Joseph J. Ragno, Jr., of counsel)

For the Respondent, Weiner Lesniak, attorneys  
(Eric M. Bernstein, of counsel)

DECISION AND ORDER

On November 4, 1994, the Borough of Pompton Lakes petitioned for a scope of negotiations determination. The Borough seeks a determination that a terminal leave clause in an expired collective negotiations agreement with the Pompton Lakes Borough Employees' Association is an illegal subject of negotiations and may not be included in any successor agreement.

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

The Association represents non-supervisory employees in the Public Works Department, all municipal office staff, all police radio dispatchers, and the parking violation officer. The parties

entered into a collective negotiations agreement effective from January 1, 1991 through December 31, 1993. They are engaged in negotiations over a successor contract. Article XIII of the expired agreement is entitled Sick Leave. Section A provides, in part:

Employees will be granted sick leave in accordance with the Rules and Regulations issued pursuant to the Civil Service Act. In addition, all full-time employees, upon retirement, death or voluntary separation from the employ of the BOROUGH shall receive one (1) day of terminal leave for each two (2) days of sick leave accumulated since 1969.

Article XI is entitled Terminal Leave. It provides:

Upon application for retirement and if qualified therefor, each full-time employee shall receive fifteen (15) working days Terminal Leave after fifteen (15) years of employment with full wages and benefits, thirty (30) working days Terminal Leave after twenty (20) years of employment with full wages and benefits, and sixty (60) working days Terminal Leave after twenty five (25) years of employment with full wages and benefits. Terminal Leave shall commence so that the effective date of a full time employee's retirement shall coincide and be the same day as the last day of Terminal Leave, and the employee shall not be required to report for or perform any duties during such period of Terminal Leave.

The Association sought to retain these provisions in any successor contract. The Borough responded that Article XI is not mandatorily negotiable and filed this petition.

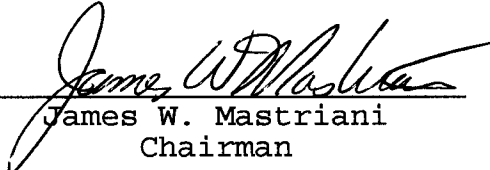
In a companion case decided today, we held mandatorily negotiable a similar terminal leave clause in a predecessor contract between the Borough and the majority representative of its police

officers. Borough of Pompton Lakes, P.E.R.C. No. 95-103, 21 NJPER \_\_\_\_ (¶ \_\_\_\_ 1995). For the reasons stated in that case, we hold that the terminal leave clause in this case is a mandatorily negotiable form of compensation in return for an employee's extended tenure.

ORDER

Article XI is mandatorily negotiable.

BY ORDER OF THE COMMISSION

  
\_\_\_\_\_  
James W. Mastriani  
Chairman

Chairman Mastriani, Commissioners Boose, Buchanan, Finn, Ricci and Wenzler voted in favor of this decision. None opposed. Commissioner Klagholz was not present.

DATED: May 23, 1995  
Trenton, New Jersey  
ISSUED: May 24, 1995