

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

GARFIELD PUBLIC SCHOOLS
BOARD OF EDUCATION,

Respondent,

-and-

Docket No. CO-80-16-35

GARFIELD EDUCATION ASSOCIATION,

Charging Party.

SYNOPSIS

In an unfair practice decision decided on the basis of a stipulated record, the Commission concluded that the Board violated the Act when it unilaterally changed the dates of salary payments from alternate Fridays to the first and fifteenth of the month. This matter is governed by the Commission's decision in In re College of of Medicine and Dentistry of New Jersey, P.E.R.C. No. 77-35, 3 NJPER 70 (1977). The Board was ordered to rescind the change in the payment system and to negotiate in good faith regarding any changes in that system.

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Appearances:

For the Respondent, Nasarenko & Meola, Esqs.
(Mr. Nicholas Nasarenko, of Counsel)

For the Charging Party, Schneider, Cohen & Solomon, Esqs.
(Mr. J. Sheldon Cohen, of Counsel)

DECISION AND ORDER

An Unfair Practice Charge was filed with the Public Employment Relations Commission by the Garfield Education Association (the "Association") alleging that the Garfield Board of Education (the "Board") violated the New Jersey Employer-Employee Relations Act (the "Act").^{1/} A Stipulation of Facts was entered by the parties in which an evidentiary hearing was waived and the matter submitted directly to the Commission for its determination. A brief has been filed by the Association, but the Board has chosen

1/ The charge, which was filed on July 17, 1979, alleged violations of N.J.S.A. 34:13A-5.4(a)(1), (2) and (5) which prohibits employers, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this Act. (2) Dominating or interfering with the formation, existence or administration of any employee organization. (5) Refusing to negotiate in good faith with a majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit, or refusing to process grievances presented by the majority representative."

not to make a submission.

Prior to the 1978-79 school year, all employees in the unit represented by the Association received their paychecks on the 15th day of each month and the last working day of the month. In June, 1978 the Board informed the Association of its intent to change salary payment to alternate Fridays. After polling the membership, the Association acquiesced. In July, 1979 the Board unilaterally reinstated the old system of payment on the 15th of the month and the last working day, to be effective for the 1979-80 school year.

We have previously addressed the issue of alteration of salary payment in In re College of Medicine and Dentistry of New Jersey, P.E.R.C. No. 77-35, 3 NJPER 70 (1977). Therein we held that a five day holdback in payment was a term and condition of employment that must be negotiated. Receipt of salary most certainly intimately affects the welfare of employees, and negotiation as to time of payment does not interfere with any management prerogative. See Ridgefield Park Bd of Ed v. Ridgefield Park Ed. Ass'n, 78 N.J. 144, 156 (1978). Therefore, the change in the payment system must be rescinded, and negotiations must take place before any alteration of the 1978-79 schedule.

ORDER

The Garfield Public Schools Board of Education IS HEREBY ORDERED to:

1. Cease and desist from:

a. Refusing to negotiate in good faith with the Garfield Education Association concerning the scheduling of salary payments to employees represented by the Association for collective negotiations.

b. Making any unilateral changes in the scheduling of salary payments to employees represented by the Association.

2. Take the following affirmative action:

a. Pay the salary of employees represented by the Association to them on alternate Fridays.

b. Negotiate upon demand with the Garfield Education Association any proposed changes in the scheduling of salary payments to employees represented by the Association.

c. Post at its central offices in the School District of Garfield, New Jersey, copies of the attached notice marked "Appendix A". Copies of said notice on forms to be provided by the Commission shall, after being duly signed by Respondent's representative, be posted by Respondent immediately upon receipt thereof, and maintained by it for a period of at least sixty (60) consecutive days thereafter in conspicuous places including all places where notices to its employees are customarily posted. Reasonable steps shall be taken by said Respondent to insure that such notices are not altered, defaced or covered by any other material.

d. Notify the Chairman, in writing, within twenty (20) days of receipt of this Order what steps said Respondent has taken to comply herewith.

IT IS HEREBY FURTHER ORDERED that the portion of the Complaint alleging a violation of N.J.S.A. 34:13A-5.4(a)(2) is dismissed.

BY ORDER OF THE COMMISSION



Jeffrey B. Tener
Chairman

Chairman Tener, Commissioners Graves, Hartnett & Parcels voted for this decision. None opposed. Commissioners Hipp and Newbaker abstained.

DATED: December 4, 1979
Trenton, New Jersey
ISSUED: December 5, 1979

NOTICE TO ALL EMPLOYEES

PURSUANT TO

AN ORDER OF THE

PUBLIC EMPLOYMENT RELATIONS COMMISSION

and in order to effectuate the policies of the

NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT,

AS AMENDED

We hereby notify our employees that:

WE WILL NOT refuse to negotiate in good faith with the Garfield Education Association concerning the scheduling of salary payments to employees represented by the Association for collective negotiations.

WE WILL NOT make any unilateral changes in the scheduling of salary payments to employees represented by the Association.

WE WILL pay the salary of employees represented by the Association to them on alternate Fridays.

WE WILL negotiate upon demand with the Garfield Education Association any proposed changes in the scheduling of salary payments to employees represented by the Association

GARFIELD PUBLIC SCHOOLS BOARD OF EDUCATION
(Public Employer)

Dated _____

By _____ (Title)

This Notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

If employees have any question concerning this Notice or compliance with its provisions, they may communicate directly with Jeffrey B. Tener, Chairman, Public Employment Relations Commission, 429 East State, Trenton, New Jersey 08608 Telephone (609) 292-9830.