

P.E.R.C. NO. 95-65

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

VILLAGE OF RIDGEWOOD,

Petitioner,

-and-

Docket No. SN-94-106

RETAIL WHOLESALE DEPARTMENT
STORE UNION, AFL-CIO, LOCAL 29,

Respondent.

SYNOPSIS

The Public Employment Relations Commission restrains binding arbitration of a grievance filed by Retail Wholesale Department Store Union, AFL-CIO, Local 29 against the Village of Ridgewood. The grievance challenges the Village's decision to eliminate on-call assignments for certain public works employees. The Commission finds that the grievance predominately challenges the employer's determination that it does not need to have employees from certain subdivisions on call when no employees are regularly scheduled in those subdivisions. It does not implicate the regular work day or work week or compensation and distribution of on-call assignments.

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, Grotta, Glassman & Hoffman, attorneys
(M. Joan Foster, of counsel)

For the Respondent, Paul Freda, President, Local 29

DECISION AND ORDER

On June 13, 1994, the Village of Ridgewood petitioned for a scope of negotiations determination. The Village seeks a restraint of binding arbitration of a grievance filed by Retail, Wholesale Department Store Union, AFL-CIO, Local 29. The grievance challenges the Village's decision to eliminate "on-call" assignments for certain public works employees.

The parties filed exhibits and briefs. These facts appear.

Local 29 represents employees in the Village's public works department ("DPW"). The parties entered into a collective negotiations agreement effective from January 1, 1992 through December 31, 1993. Article XXX provides:

A. On-Call opportunity shall be distributed as equitably as possible. Employees who are unable to accept an on-call assignment may, with the

concurrence of the appropriate supervisor, arrange for a qualified replacement provided in the judgment of the supervisor said replacement has the ability to do the work.

All employees covered by this Agreement shall be entitled to straight time on-call pay of fourteen (14) hours for those weeks during which they are on call.

C. Employees who are on-call during a week in which a recognized holiday falls shall receive an additional five (5) hours of straight time pay.

D. For purposes of this Article alone, Easter Sunday shall be recognized as a holiday for on-call employees.

E. All persons on-call in the DPW will be supplied by the Village a beeper/pager for their use while on duty. All expenses relating to the beeper/pagers, including batteries, repairs and replacement will be borne by the Village.

F. The Village and the Union will discuss an attempt to negotiate an amicable approach to on-call benefits for Shade Tree Employees.

The DPW consists of 34 unit employees in four subdivisions: street (snow removal and street cleaning); garage (vehicle repair and maintenance); traffic signal (traffic signal installation and repair); and sewer (operation, maintenance and repair of Village's sewage treatment facility).

DPW employees have been given on-call assignments for 25 years -- i.e., remaining available to report to work immediately during off-work hours, whenever the need might arise. Local 29 filed a grievance asserting that the Village violated the agreement in January 1994 when it eliminated on-call assignments for the traffic signal and garage subdivisions. The grievance was denied and Local 29 demanded binding arbitration. This petition ensued.


While this matter was pending before us, the Village filed an application for interim relief to restrain a scheduled arbitration hearing on Local 29's grievance. On August 18, 1994, Commission designee Charles A. Tadduni temporarily restrained arbitration. I.R. No. 95-2, 20 NJPER 350 (125179 1994). That decision sets forth the facts and the parties' contentions.

This grievance is limited. It predominantly challenges the employer's determination that it does not need to have employees from certain subdivisions on call when no employees are regularly scheduled in those subdivisions. It does not implicate the regular workday or workweek or compensation and distribution of on-call assignments. We adopt our designee's analysis and conclude that the employer's determination is a managerial prerogative and therefore not arbitrable.

ORDER

The request of the Village of Ridgewood for a restraint of binding arbitration is granted.

BY ORDER OF THE COMMISSION


James W. Mastriani
Chairman

Chairman Mastriani, Commissioners Boose, Finn, Klagholz and Ricci voted in favor of this decision. Commissioner Buchanan voted against this decision. Commissioner Wenzler was not present.

DATED: February 28, 1995
Trenton, New Jersey
ISSUED: March 1, 1995