P.E.R.C. NO. 80-129

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

WEEHAWKEN BOARD OF EDUCATION,

Petitioner,

-and- Docket No. SN-80-40

WEEHAWKEN EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

A motion for reconsideration filed by the Association is denied. The Commission had restrained arbitration of a grievance which arose as a result of an alleged breach of a contractual provision regarding the right of the Board to assign teachers to cafeteria/lunchroom and school yard supervision. The disputed provision was found to be non-negotiable and the Association's motion raised no extraordinary circumstances requiring reconsideration.

P.E.R.C. NO. 80-129

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

WEEHAWKEN BOARD OF EDUCATION,

Petitioner,

-and- Docket No. SN-80-40

WEEHAWKEN EDUCATION ASSOCIATION,

Respondent.

Appearances:

For the Petitioner, Krieger & Chodash, Esqs.

For the Respondent, Goldberg & Simon, P.A.
(Mr. Louis P. Bucceri, of Counsel)

DECISION ON MOTION FOR RECONSIDERATION

On March 20, 1980 a decision and order was issued by the Public Employment Relations Commission in this matter restraining arbitration of a grievance which the Weehawken Education Association sought to submit to binding arbitration pursuant to its contract with the Weehawken Board of Education. P.E.R.C. No. 80-112, 6 NJPER ___ (¶_____ 1980).

The Association on April 7, 1980, filed a motion for reconsideration of the decision. The Association's motion does not raise any grounds which warrant reconsideration and said motion should be and hereby is denied.

It is noted that, in scope of negotiations proceedings such as the instant one, the Commission is only empowered to

determine whether disputed issues are within the required scope of collective negotiations.[1/] In our initial decision, we found that the dispute involved the assignment of teachers to cafeteria/lunchroom and school yard supervision. The specified and relevant article of the contract alleged by the Association to have been violated was analyzed and it was concluded that this article was neither negotiable nor arbitrable.[2/] We noted in our decision that, although we have no doubt regarding the negotiability of workload and hours of work as well as a duty free lunch period, the negotiability of these subjects is not in dispute. If the Association in its grievance had cited a workload or an hours provision that had allegedly been violated by the Board, we would not have restrained arbitration. Nor would we have restrained arbitration if the Association had cited a clause arguably calling for extra pay for extra work. The Association's motion, however, fails to recognize that arbitral remedies must be grounded upon specific contractual provisions and that the contractual provision relied upon in this case cannot be used to give the Association what it is seeking.

BY ORDER OF THE COMMISSION

Jeffrey B. Tener
Chairman

DATED: Trenton, New Jersey
April 16, 1980

1/ See N.J.S.A. 34:13A-5.4(d), N.J.A.C. 19:13-1 et seq. and Ridgefield Park Bd of Ed v. Ridgefield Park Ed. Assn, 78 N.J. 144, 153-156 (1978).

2/ Article VI, quoted in the initial decision, is the key article. The other two sections cited do not seem to bear on the dispute.