

P.E.R.C. NO. 92-61

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

EDISON TOWNSHIP BOARD OF EDUCATION,

Petitioner,

-and-

Docket No. SN-91-97

EDISON PRINCIPALS ASSOCIATION/
EDISON SUPERVISORS ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission determines that a proposal of the Edison Principals Association/Edison Supervisors Association to base 1991-1992 salaries on a "Favored Nations" clause is mandatorily negotiable. The Association is not pegging proposed salaries for 1991-1992 to the contingencies of future negotiations with teachers and therefore, under these facts, there is no parity clause problem.

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Appearances:

For the Petitioner, Cassetta, Taylor and Whalen
(Raymond A. Cassetta, consultant)

For the Respondent, Wayne J. Oppito, attorney

DECISION AND ORDER

On June 24, 1991, the Edison Township Board of Education petitioned for a scope of negotiations determination. The Board seeks a declaration that an article entitled "Financial Provisions" in its contract with the Edison Principals Association/Edison Supervisors Association contains illegal parity clauses.

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

The Association represents the Board's principals, vice-principals, supervisors and certain other employees. The parties entered into a collective negotiations agreement effective from July 1, 1987 until June 30, 1989. Article 19 of that agreement was entitled "Financial Provisions." The article contains an index

and appears to connect salaries for administrators to salaries for teachers.

After the 1987-1989 contract expired, the parties negotiated without success over a successor contract. The Board then imposed a 1989-1991 contract. That contract contained a similar Article 19, but with higher base salaries, degree differentials and longevity payments. The Board imposed this contract before it reached a new contract with the teachers in November 1990. The teachers' contract is effective from July 1, 1990 through June 30, 1993. The Board paid employees in accordance with Article 19 during 1989-1990 and 1990-1991.^{1/}

On June 27, 1991, the Association's president wrote a letter to the Board's president requesting immediate successor contract negotiations. The letter stated:

In the absence of a negotiated settlement for the 1991-92 year, the membership anticipates that the current contract, including the "Favored Nations" clause [Article 19], will be implemented as has been the past practice.

This petition ensued. The parties have not yet reached a successor contract.

The narrow question before us is whether the Board must negotiate over a proposal to base 1991-1992 salaries on Article 19. We find that it must. Under these facts, there is no parity clause problem. The Association is not pegging proposed salaries for


^{1/} The Association withdrew an unfair practice charge shortly before the employees it represents received salary increases for the 1990-91 school year equal in dollar amounts to the increases received by the teachers under their contract.

1991-1992 to the contingencies of future negotiations with the teachers. The salaries would be pegged instead to the teachers' existing contract for that year. Differentials and indices based on already negotiated salaries are a mandatorily negotiable aspect of the overall compensation system for these administrators. Westwood Reg. Bd. of Ed., P.E.R.C. No. 90-31, 15 NJPER 609 (¶20253 1989); West New York Bd. of Ed., P.E.R.C. No. 80-142, 6 NJPER 296 (¶11139 1980). Contrast City of Plainfield, P.E.R.C. No. 78-87, 4 NJPER 255 (¶4130 1978).

ORDER

A proposal to base 1991-1992 salaries on Article 19 is mandatorily negotiable.

BY ORDER OF THE COMMISSION


James W. Mastriani
Chairman

Chairman Mastriani, Commissioners Bertolino, Goetting, Grandrimo, Smith and Wenzler voted in favor of this decision. None opposed. Commissioner Regan abstained from consideration.

DATED: November 25, 1991
Trenton, New Jersey
ISSUED: November 26, 1991