



**STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION**

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May 25, 2000

MEMORANDUM

TO: Commissioners

FROM: Bob Anderson
General Counsel

Re: Supplemental Report on Developments in the Counsel's Office Since April 27, 2000

A petition for certification has been filed in *East Hanover Bd. of Ed. and East Hanover Ed. Ass'n., P.E.R.C. No. 99-71, 25 NJPER 119* (¶30052 1999), *aff'd* 26 NJPER 200 (¶31081 App. Div. 2000). The Commission and the Court held that a school board was not required to pay increments, during negotiations to replace a three-year contract, to support staff in the same negotiations unit as teachers. *Neptune Bd. of Ed. v. Neptune Tp. Ed. Ass'n, 144 N.J. 16* (1996), prohibits the payment of increments to teachers after a three-year contract expires and the Commission held that employees in the same negotiations unit should be covered by the same negotiations rules.

In City of Egg Harbor City and New Jersey State PBA, Inc., Mainland Local #77, P.E.R.C. No. 98-128, 24 NJPER 228 (¶29108 1998), the Commission declined to restrain arbitration of a grievance contesting the transfer of work from full-time officers within a negotiations unit to part-time officers outside the unit. The City did not appeal that ruling. The arbitrator then ruled against the City and the City sought to vacate the award on the ground that it was non-negotiable. Judge Gibson held that this issue could not be raised in an action to vacate the award since the Commission decision had not been appealed. The Appellate Division affirmed Judge Gibson's ruling and added that the notice of appeal should have been served on the Commission. *App. Div.Dkt. No. A-5176-98T2* (5/22/00).