



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

PO Box 429
TRENTON, NEW JERSEY 08625-0429

www.state.nj.us/perc

ADMINISTRATION/LEGAL
(609) 292-9830
CONCILIATION/ARBITRATION
(609) 292-9898
UNFAIR PRACTICE/REPRESENTATION
(609) 292-6780

For Courier Delivery
495 WEST STATE STREET
TRENTON, NEW JERSEY 08618

FAX: (609) 777-0089
EMAIL: mail@perc.state.nj.us

March 29, 2007

MEMORANDUM

TO: Commissioners

FROM: Robert E. Anderson
General Counsel

SUBJECT: Supplemental Report on Developments in the Counsel's Office Since
February 22, 2007

Commission Cases

Oral argument has been scheduled for May 21 in Camden Cty. Prosecutor and Camden County Assistant Prosecutors Ass'n, P.E.R.C. No. 2007-9, 32 NJPER 283 (¶117 2006), App. Div. Dkt. No. A-6631-05T5. The Commission held that assistant prosecutors were not entitled to interest arbitration under the Police and Fire Public Interest Arbitration Reform Act.

The employer has withdrawn its motion asking the Appellate Division to stay implementation of the interest arbitration award affirmed by the Commission in Somerset Cty. Sheriff's Office and Somerset Cty. Sheriff FOP, Lodge No. 39, P.E.R.C. No. 2007-33, 32 NJPER 372 (¶156 2006), App. Div. Dkt. No. A-1899-06T3. The employer did so in light of a trial court's ruling (clearly erroneous under Court rules) that it did not have jurisdiction to enforce the Commission's order while an appeal was pending on the merits of the Commission's decision. The FOP is seeking reconsideration of that ruling and the Commission will intervene to support that request. The employer appears to believe that it does not have to implement the award pending appeal, even though N.J.S.A. 34:13A-16 (f) (5) mandates implementation within 14 days of receiving the award (in this case Nov. 21, 2006) unless a stay has been sought and obtained.

Other Cases

In Saddle Brook PBA Local 102 v. Saddle Brook Tp., App. Div. Dkt. No. A-1347-05T1 (3/21/07), an Appellate Division panel affirmed a trial court order confirming a grievance arbitration award issued in the employer's favor. The arbitrator found the employer did not violate the parties' collective negotiations agreement when it did not pay overtime to police officers assigned to work undercover on a special overnight shift. The court found no mistake of law in the arbitrator's conclusion that the police chief's managerial authority included creating a special, temporary detail to work on a non-continuous shift to apprehend vandals.

REA:aat