



**STATE OF NEW JERSEY
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December 16, 2010

MEMORANDUM

TO: Commissioners

FROM: Ira W. Mintz
General Counsel

SUBJECT: Supplemental Report on Developments in the Counsel's Office Since November 23, 2010

Commission Cases

The Township of South Orange Village has appealed from P.E.R.C. 2011-47, ___ NJPER ___ (¶__ 2010). In that decision, the Commission denied the Township's request for restraints of binding arbitration of grievances filed by the Policemen's Benevolent Association No. 12 and the Policemen's Benevolent Association, Local No. 12A, Superior Officers Association. The grievances challenge the application of P.L. 2010, c. 2 and the Township's deduction of an amount equal to 1.5% of base salary towards the cost of medical insurance benefits. The Township argued that the grievance is preempted by the statute. The unions argued that the contracts have not expired and therefore the statute does not apply. The Commission held that the dispute concerns a matter of contract interpretation outside its scope of negotiations jurisdiction. If the arbitrator finds that the contract is expired, the new statute will apply.

The Township of Edison has appealed from P.E.R.C. No. 2011-49, ___ NJPER ___ (¶__ 2010). In that decision, the Commission denied the Township's request for a restraint of binding arbitration of a grievance filed by the International Association of Fire Fighters Local No. 1197. The grievance challenges the application of P.L. 2010, c. 2 and the Township's deduction of an amount equal to 1.5% of base salary towards the cost of medical insurance benefits. The

Township argued that the grievance is preempted by the statute. The IAFF argued that the contract has not expired and therefore the statute does not apply. As in Township of South Orange Village, P.E.R.C. No. 2011-47 (see above), the Commission held that the dispute concerns a matter of contract interpretation outside its scope of negotiations jurisdiction. If the arbitrator finds that the contract is expired, the new statute will apply.