

Before: New Jersey Public Employment Relations Commission

In the Matter of	*	
Brick Township Board of Education, Respondent,	*	
-and-	*	Docket No. CO-2011-340
Brick Township Education Association, Charging Party.	*	
	*	

Agreement for Resolution of Dispute

The above-captioned parties stipulate and agree as follows:

1. The Brick Township Board of Education is a public employer within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., is subject to its provisions and is the employer of the educational professional and paraprofessional employees involved in this matter.

2. The Brick Township Education Association is an employee organization within the meaning of the Act, is subject to its provisions and is the statutory majority representative of a collective negotiations unit comprised of various non-supervisory, educational professional and paraprofessional employees.

3. The Board and the Association are parties to a series of collective negotiations agreements, the most recent of which covered the above-referenced unit for the period from July 1, 2009 to June 30, 2012.

4. In its charge, the Association contends that the Board violated subsections 5.4a(1) and (5) of the Act when it unilaterally changed the conditions of unpaid short-term leaves of absence to no longer include employer-paid health insurance benefits. The Board denies that its actions in this matter violated the Act. The Board contends that it had not allowed employees paid health benefits while on unpaid leaves of absences unless required by contract or law. While the Board acknowledges that for a short period from 2005-2007, employees on unpaid leaves received paid health benefits, in 2007, when it was realized that this practice was in violation of a long-standing Board policy, it was stopped. Since 2007, employees on unpaid leaves have not received paid health benefits.

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5. Rather than proceeding with a formal hearing in this unfair practice case, the parties have agreed to resolve this matter through the instant Agreement for Resolution of Dispute. The parties' agreement to and execution of this Agreement shall neither constitute an admission by the Board that its conduct in this matter violated the Act, nor an acknowledgment by Charging Party that no unfair practice occurred herein. Rather, this Agreement constitutes only a modality employed by the parties for the settlement of this dispute and may not be utilized as an admission against interest or otherwise as evidence in any other proceeding, other than a proceeding to enforce this Agreement.

6. The parties agree that employees on unpaid leaves of absence who are not otherwise eligible for benefits (a) under the parties' collective negotiations agreement or other side-bar agreements, or (b) under applicable laws, including but not limited to the FMLA and/or the NJFLA, shall be entitled to receive Board-paid benefits for up to four days per unpaid leave instance (per employee), not to exceed a total of six days per school year (per employee) of Board-paid benefits while on unpaid leave.

7. A copy of the notice letter, sent by the Board to the employee -- informing the employee of (a) the approval of unpaid leave; (b) the status of benefits and (c) the employee's opportunity to purchase benefits (where applicable) -- shall also be sent to the Brick Township Education Association.

8. In consideration of the foregoing, the Association hereby withdraws the above-captioned unfair practice charge in accordance with N.J.A.C. 19:14-1.5.

For Brick Township Board of Education:

For Brick Township Education Association:

(Sign Name)

(Date)

Wayne Tim Puglisi
(Sign Name)

7/18/11
(Date)

(Print Name)

(Title)

WAYNE TIM PUGLISI
(Print Name)

BTEA
(PRESIDENT)
(Title)