



STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION

PO Box 429
TRENTON, NEW JERSEY 08625-0429

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

May 30, 2002

MEMORANDUM

TO: Commissioners

FROM: Bob Anderson
General Counsel

SUBJECT: Supplemental Report on Developments in the Counsel's Office Since April 25, 2002

Other Cases

An Appellate Division panel affirmed a trial court order vacating a grievance arbitration award in Harrington Park PBA, Local 233 v. Borough of Harrington Park, App. Div. Dkt. No. A-2564-00T2 (5/02/02). The arbitrator had found that the employer violated the parties' contract when it denied terminal leave benefits to a police officer who had served 29 years but who resigned after being arrested on charges alleging sexual contact with minors. The Court held, however, that "absent contractual or statutory provisions to the contrary, terminal leave is not available to an individual who submits an unconditional resignation because the program contemplates continuance of the employer-employee relationship during the period of the leave, even though the employee may not actually be working during that time. Roem v. Borough of Dumont, 176 N.J. Super. 397 (App. Div. 1980)."

In Sicknick v. Cranbury Bd. of Ed., App. Div. Dkt. No. A-4926-00T1 (5/07/02), the Court held that N.J.S.A. 38A:4-4 (a) entitled a school board employee to a paid leave of absence while deployed in a federal military action in Saudi Arabia. The Court held that the statute applied to this federal duty since the Governor had approved the deployment order. The statute has since been amended to expressly apply to federal duty as well as State service.

REA:aat