

D.U.P. NO. 98-23

STATE OF NEW JERSEY  
PUBLIC EMPLOYMENT RELATIONS COMMISSION  
BEFORE THE DIRECTOR OF UNFAIR PRACTICES

In the Matter of

SPORTS ARENA EMPLOYEES, LOCAL 137  
and NEW JERSEY SPORTS & EXPOSITION AUTHORITY,

Respondent,

-and-

Docket Nos. CI-98-14  
CI-98-15

EUGENE M. COOKE,

Charging Party.

SYNOPSIS

The Director of Unfair Practices dismisses unfair practice charges filed by Eugene M. Cooke against the Sports Arena Employees, Local 137 and the New Jersey Sports & Exposition Authority. The charges allege that Local 137 and the Authority violated the Act by not giving Cooke and the union membership a finalized copy of the parties' agreement. The Director finds that because no finalized contract exists, the charges do not set forth any unfair practice.

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Appearances:

For the Respondent Local 317  
Greitzer & Locks, attorneys  
(Karl N. McConnell, of counsel)

For the Respondent Authority  
Anthony N. Rosamilia, Director of Labor Relations

For the Charging Party  
Eugene M. Cooke, pro se

REFUSAL TO ISSUE COMPLAINT

On August 26, 1997, Eugene M. Cooke filed unfair practice charges against Sports Arena Employees, Local 137 and the New Jersey Sports & Exposition Authority. The charges allege that Local 137 and the Authority violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically 5.4b(4)<sup>1/</sup>

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<sup>1/</sup> This provision prohibits employee organizations, their representatives or agents from: "(4) Refusing to reduce a negotiated agreement to writing and to sign such agreement."

and 5.4a(6)<sup>2/</sup> respectively, by not making available to Cooke and the union membership a finalized copy of the agreement that was ratified by the Authority and Local 137 on February 4, 1997.

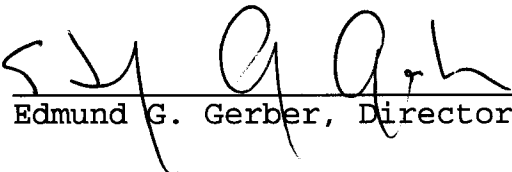
Both Local 137 and the Authority state that the contract has not yet been finalized, as it is being reviewed for errors by the Authority's labor counsel. All that currently exists is a copy of the Memorandum of Agreement and Cooke and the membership have received a copy of that document.<sup>3/</sup>

Because no finalized contract exists, the charges do not set forth any unfair practices.

Therefore, the Commission's complaint issuance standard has not been met and I decline to issue a complaint on the allegations of the charges.<sup>4/</sup>

The charges are dismissed.

BY ORDER OF THE DIRECTOR  
OF UNFAIR PRACTICES

  
Edmund G. Gerber, Director

DATED: November 14, 1997  
Trenton, New Jersey

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<sup>2/</sup> This provision prohibits public employers, their representatives or agents from: "(6) Refusing to reduce a negotiated agreement to writing and to sign such agreement."

<sup>3/</sup> On October 3, 1997, I wrote to Cooke setting out the position of Local 137 and the Authority and gave Cooke the opportunity to contest these facts. Cooke declined to do so.

<sup>4/</sup> N.J.A.C. 19:14-2.3.