

D.U.P. NO. 95-16

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

In the Matter of

COUNTY OF BURLINGTON,

Respondent,

-and-

Docket No. CI-94-54

RAYMOND A. JETT, JR.,

Charging Party.

SYNOPSIS

The Director of Unfair Practices refuses to issue a complaint on an individual's allegation that the County of Burlington violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. by failing to follow contractual promotional procedures. The Director finds that only the majority representative charged with negotiating and administering the collective negotiations agreement has standing to allege that a contractual procedure was not followed.

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Appearances:

For the Respondent,
Craig D. Bailey, Asst. County Solicitor

For the Charging Party,
Raymond A. Jett, Jr., pro se

REFUSAL TO ISSUE COMPLAINT

On March 21, 1994, Raymond Jett filed an unfair practice charge claiming Wayne Mugglesworth violated subsections 5.4(a)(1), (5) and (7)^{1/} of the New Jersey Employer-Employee Relations Act,

^{1/} These subsections prohibit public employers, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this act. (5) Refusing to negotiate in good faith with a majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit, or refusing to process grievances presented by the majority representative. (7) Violating any of the rules and regulations established by the commission."

N.J.S.A. 34:13A-1 et seq., by violating the collective negotiations contract between Burlington County and PBA Local 249, Correction Officers Committee, when it failed to follow contractual promotional procedures in filling a position in the internal affairs division. The charge fails to state whether this position is within a particular correction facility or in the sheriff's office. Nor does the charge allege when this appointment was made.

N.J.A.C. 19:14-1.3 provides that a charge shall contain:

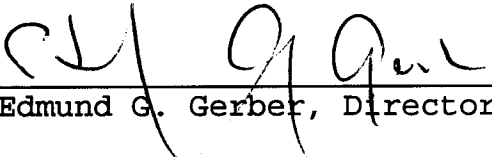
...a clear and concise statement of the facts constituting the alleged unfair practice, including, where known, the time and place of occurrence of the particular acts alleged and the names of Respondent's agents or other representatives by whom committed....
(Emphasis supplied)

Even if these defects were cured, the charge fails to allege a violation of the Act.

The charge alleges that the contract between the County and Local 249 was violated. However, under the facts here, only Local 249 has the standing to make that claim. Only the majority representative which negotiates and administers the contract has standing to allege a contractual procedure was not followed. N.J. Turnpike Authority, P.E.R.C. No. 81-64, 6 NJPER 560 (¶11284 1982) aff'd App. Div. Dkt No. A-1213-80T2; City of Brigantine, D.U.P. No. 92-14, 18 NJPER 215 (¶23097 1992). Jett, as an individual, has no standing to bring this charge.

Accordingly, the Commission's complaint issuance standard has not been met. N.J.A.C. 11:14-2.1. Accordingly, the unfair practice charge is dismissed.

BY ORDER OF THE DIRECTOR
OF UNFAIR PRACTICES


Edmund G. Gerber, Director

DATED: November 17, 1994
Trenton, New Jersey