

D.U.P. NO. 95-12

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

In the Matter of

CITY OF TRENTON,

Respondent,

-and-

Docket No. CO-94-51

PBA LOCAL #11,

Charging Party.

SYNOPSIS

The Director of Unfair Practices refuses to issue a complaint on allegations that the City of Trenton violated the Act by failing to produce, disseminate and implement a final written copy of amended departmental rules and regulations that had been negotiated between the City and Local 11. Although Local 11 alleged that the City refused to negotiate in good faith over the rules and regulations, the Director finds that Local 11 has not established that the City had any negotiations obligation over the subject matter of the rules. The Director also finds that since the parties are still exchanging proposed amendments to the rules and regulations, that there is no final document to reduce to writing.

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Appearances:

For the Respondent,
Bertha Scott, attorney

For the Charging Party,
Wills, O'Neill & Mellk, attorneys
(G. Robert Wills, of counsel)

REFUSAL TO ISSUE COMPLAINT

On August 16, 1993, Policeman's Benevolent Association Local 11 filed an unfair practice charge with the Public Employment Relations Commission against the City of Trenton. Local 11 alleges that the City violated subsections 5.4(a)(5) and (6)^{1/} of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. by failing to produce, disseminate and implement a final written copy of

^{1/} These subsections prohibit public employers, their representatives or agents from: "(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; (6) Refusing to reduce a negotiated agreement to writing and to sign such agreement.

amended departmental rules and regulations which had been negotiated between the City and Local 11.^{2/}

In December, 1993, the parties signed a settlement agreement which provided that the City would forward draft rules and regulations to Local 11 for its review and correction by December 20, 1993. The City did so on January 13, 1994. However, on April 13, 1994, Local 11 alleged that the City had not responded to its reaction to the City's proposed changes to the draft rules and regulations. Local 11 therefore requests that a complaint issue on the remaining portion of its charge.

I find that Local 11's charge does not allege a violation of subsections 5.4(a)(5) or (a)(6) of the Act. N.J.S.A. 34:13A-5.3 requires an employer to meet and negotiate over employees' terms and conditions of employment. The Act further requires that once the parties have reached agreement through the negotiations process, that they must reduce the product of their negotiations to writing. Local 11 has not alleged such a failure to negotiate a collective negotiations agreement. Rather, Local 11 alleges that, in effect, the City has not negotiated in good faith over its departmental rules and regulations. I am unable to identify from Local 11's pleadings what substantive employee terms and conditions of employment may be included in the rules and regulations that may

^{2/} A second allegation concerning the City's alleged failure to reproduce and distribute the parties' successor contract in booklet form was resolved.


impose a mid-contract bargaining obligation on the City. Therefore, Local 11 has not established that the City has any negotiations obligation over this subject matter.

Local 11 has not alleged facts that would require the City to reduce the product of any negotiations over amendments to departmental rules to final written form and to sign and/or disseminate it. N.J.S.A. 34:13A-5.3 requires execution of a collective agreement covering employees' terms and conditions of employment once agreement is reached. Subsection (a)(6) makes it an unfair practice for an employer to refuse to do so. Apparently, the parties are still negotiating over the language of the amendments to the departmental rules. Local 11 alleges that it submitted its reaction to the City's amended rules and regulations and that the City has failed to respond. However, the parties are still exchanging proposed rule amendments, the most recent of which were proposals from the City to Local 11. Local 11 has not produced any correspondence from it to the City reacting to the rules or requesting any specific action or response.

Local 11 concedes that the City did provide it with amended rules and regulations on January 13, 1994. Although the City had agreed to provide the rules by December 20, 1993, I find that a delay of less than one month is, at most, de minimis. I therefore find that Local 11's allegations do not constitute a violation of subsection a(6) of the Act.

Based upon the above, I find that the Commission's Complaint issuance standard has not been met. N.J.A.C. 19:14-2.1. Accordingly, I decline to issue a complaint and the charge is dismissed. N.J.A.C. 19:14-2.3.

BY ORDER OF THE DIRECTOR
OF UNFAIR PRACTICES



Edmund G. Gerber, Director

DATED: November 3, 1994
Trenton, New Jersey