

L.D. NO. 95-1

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BOROUGH OF CARTERET,

Respondent,

-and-

Docket No. CO-95-10

PESU LOCAL 702,

Charging Party.

Appearances:

For the Respondent
Pisano, Triarsi & Betancourt, attorneys
(Joseph J. Triarsi, of counsel)

For the Charging Party
Gregory Feeney

DECISION

On July 11, 1994, Public Employees Service Union, Local 702 filed an unfair practice charge against the Borough of Carteret. Local 702 alleges that the Borough has refused to negotiate in good faith by refusing its demand to continue negotiations and instead ratifying two collective negotiations agreements after Local 702 rescinded its ratification of both.

Local 702 and the Borough have agreed to submit this dispute to the Commission's Litigation Alternative Program (LAP).

They have requested that I issue a decision on the dispute after conducting a LAP hearing. The parties agree that my decision shall be final and binding, will constitute a final determination of the charge and will not be subject to appeal.

I conducted a LAP hearing on August 18, 1994. The parties argued their respective positions and submitted copies of the Agreements that are the subject of this dispute.

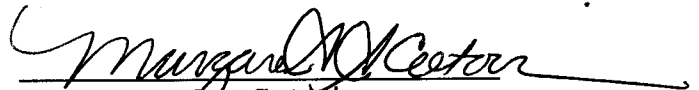
After negotiations, Local 702 ratified Memorandums of Agreement for units of crossing guards and police dispatchers in the fall of 1993. Despite repeated requests from Local 702, the Borough did not ratify the Agreements. In April 1994, Local 702 notified the Borough that it rescinded its ratification, and requested that the Borough reopen negotiations. Instead, the Borough Council adopted a Resolution ratifying both agreements and authorizing the Mayor to sign them. The agreements were ratified and signed by the Mayor on April 21, 1994.

The Borough and Local 702 agreed that the contracts signed by the Borough on April 21, 1994 memorialized language in Memorandums of Agreement ratified by Local 702 in the fall of 1993. The language was mutually agreed upon and embodied the parties' intentions at the time of Local 702's ratification in the fall of 1993. The contracts fully incorporated both Memorandums of Agreement and reduced them to writing. The negotiators for both parties had authority to bind their principals and there is no evidence of mutual mistake.

Local 702 rescinded its ratification and sought to reopen negotiations because of the Borough's long delay in ratifying the Agreements. Although the time it took for the Borough to ratify the Agreements was unduly long, this does not absolve Local 702 from the duty to sign an Agreement that embodies the parties complete understanding. Once the membership ratifies an Agreement, absent clear, satisfactory, specific and convincing evidence that the agreement language was a mutual mistake, the union is obligated to sign it. Moorestown Bd. of Ed., P.E.R.C. No. 94-120.

There is no allegation of mutual mistake here. The unfortunate delay on the part of the Borough in ratifying both Agreements led to confusion and anxiety on the part of Local 702 members and some friction between the parties. It is hoped that a fully executed agreement will enable the parties to move forward with their labor relations.

Accordingly, I issue the following Order. Local 702 is ORDERED to immediately sign the contracts for its dispatchers and crossing guards units that were ratified as Memorandums of Agreement by its membership in the fall of 1993. Upon full execution of both Agreements, both the Borough and Local 702 will comply with all terms and conditions contained therein.


Margaret A. Cotoia
Commission Designee

DATED: August 18, 1994
Trenton, New Jersey