

P.E.R.C. NO. 98-117

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

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

Respondents,

-and-

EUGENE M. COOKE,

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

Charging Party.

SYNOPSIS

The Public Employment Relations Commission denies an appeal of the dismissal of 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 the Authority and the Union violated the New Jersey Employer-Employee Relations Act 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. The Commission finds the Charging Party had an opportunity to amend his factual allegations before his charges were dismissed and ten days to appeal that dismissal. The Commission dismisses the appeal as untimely.

This synopsis is not part of the Commission decision. It has been prepared for the convenience of the reader. It has been neither reviewed nor approved by the Commission.

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EUGENE M. COOKE,

Charging Party.

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

DECISION

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 the respondents violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically 5.4b(4)^{1/} and 5.4a(6)^{2/} respectively, by not making available to Cooke and the

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

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

union membership a finalized copy of the agreement that was ratified by the Authority and Local 137 on February 4, 1997.

On October 31, 1997, the Director of Unfair Practices wrote to the charging party explaining that the respondents had asserted that no finalized contract existed and that Cooke and the membership had received a copy of a memorandum of agreement. The Director gave the charging party until November 11 to refute the respondents' assertions, amend his factual allegations, or contest the Director's intention to dismiss the charge.

The charging party did not respond. On November 14, 1997, the Director refused to issue a Complaint and dismissed the charges. D.U.P. No. 98-23, 24 NJPER 42 (¶29025 1997).

On November 24, 1997, the charging party notified the Director that he had filed seven additional charges amending his original charges and that he did not believe that his charges should be dismissed. On December 3, the Director notified the charging party that the charges had already been dismissed and that if he wished to challenge the dismissal, he had to appeal to the Commission. The Director enclosed a copy of the Commission's rules. Those rules require that any appeal of a refusal to issue a Complaint must be filed within ten days from the service of the notice of such refusal to issue. N.J.A.C. 19:14-2.3(b). Any appeal of D.U.P. No. 98-23 was due November 28, 1997.

On January 12, 1998, the charging party filed an appeal. On January 27, Local 317 filed a response arguing, in part, that

the charging party did not comply with N.J.A.C. 19:14-2.3 and asserting that final contracts were completed and the charging party had been sent a copy. On February 1, the charging party filed a reply asserting, in part, that only union members were given a copy of the memorandum of agreement.

The charging party had an opportunity to amend his factual allegations before his charge was dismissed and ten days to appeal that dismissal. His appeal is untimely and will not be considered.

ORDER

The appeal of D.U.P. No. 98-23 is denied.

BY ORDER OF THE COMMISSION



Millicent A. Wasell
Chair

Chair Wasell, Commissioners Boose, Buchanan, Finn, Klagholz, Ricci and Wenzler voted in favor of this decision. None opposed.

DATED: March 26, 1998
Trenton, New Jersey
ISSUED: March 27, 1998