

P.E.R.C. NO. 82-102

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TOWN OF HACKETTSTOWN,

Petitioner,

-and-

Docket No. SN-82-62

SUSSEX COUNTY LOCAL #138
(HACKETTSTOWN POLICE OFFICERS),

Respondent.

SYNOPSIS

In a Scope of Negotiations Determination, the Public Employment Relations Commission determines that: (1) whether a clothing allowance will cover specific items of clothing is mandatorily negotiable, and (2) whether or which police officers should receive additional training and which training programs should be run are not mandatorily negotiable.

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Appearances:

For the Petitioner, Albert B. Thorp, Esquire

For the Respondent, Osterweil, Wind & Loccke, Esqs.
(Richard D. Loccke, of Counsel)

DECISION AND ORDER

On February 4, 1982, the Town of Hackettstown (the "Town") filed a Petition for Scope of Negotiations Determination with the Public Employment Relations Commission. The Town alleges, inter alia, that Sussex County Local #138, Hackettstown Police Officers (the "Local") demands to negotiate over and submit to interest arbitration two subjects which the Town deems to be non-negotiable: (1) the particular items of clothing, specifically a windbreaker and a walking coat, to be covered by the clothing allowance, and (2) the opportunity for each officer to receive some extra training on an equal basis.^{1/}

In its brief, the Town asserts that although the amount of clothing allowance is negotiable, the type of clothing to be

^{1/} Both parties have filed briefs. The Town has also filed a reply brief. In these briefs, the parties make clear that they have reached agreement on proposals concerning a safety and health committee, police equipment, and medical health improvements and thus have withdrawn them from our consideration.

covered by that allowance is only permissively negotiable, In re City of Trenton, P.E.R.C. No. 79-56, 5 NJPER 112 (¶10065 1979). It also claims the right to determine which officers are best qualified to attend various training programs; to limit this right would reduce the efficiency of the department and necessitate only broad-based training procedures.

In its brief, the Local responds that the parties agreed that a windbreaker and walking coat could come out of the uniform allowance.^{2/} Further, the Local states that it is not seeking to control the nature, subject, place or cost of schooling and training; rather, its concern is that all officers receive at least some minimum level of extra training for their own safety.

We first consider the negotiability of the Local's demand that the clothing allowance cover the cost of windbreakers and walking coats. Both parties rightly agree that the dollar amount in a clothing allowance is a mandatorily negotiable item, but disagree as to whether they must negotiate over which items will be covered by that allowance.

We find that the matter in dispute involves merely the amount and method of computing a clothing allowance. It is a compensation issue and thus mandatorily negotiable.^{3/}

^{2/} The Town replies that it agreed that it would authorize the use of a walking coat and windbreaker, provided there would be no cost to the Town. The Town asserts that the Local now seeks to increase the clothing allowance to cover the cost of these items.

^{3/} This does not limit the Town's ability to determine the daily police uniform. See City of Trenton, *supra*; see also In re Borough of Montvale, P.E.R.C. No. 78-33, 4 NJPER 28 (¶4014 1977) and In re Brookdale Community College, P.E.R.C. No. 77-53, 3 NJPER 156 (1977).

The second matter concerns the negotiability of permitting all police officers equal access to at least some minimum level of extra training programs. The non-discriminatory assignment of unit members to training schools is not a mandatory subject of negotiation. In re Town of Kearny, P.E.R.C. No. 81-70, 7 NJPER 14 (¶12006 1980). Thus, an employer is not required to negotiate over whether or which officers should receive additional training or which training programs it deems to be most appropriate to further the development of its police department.^{4/}

ORDER

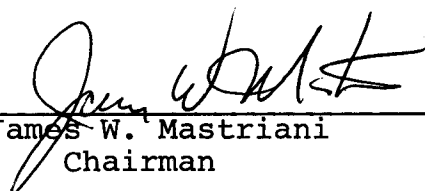
A. With respect to the matter determined herein to relate to a mandatory subject for negotiations, the Town of Hackettstown is directed to negotiate with Sussex County Local #138. Any unresolved dispute concerning this subject may be submitted to interest arbitration in accordance with N.J.S.A. 34:13A-14 et seq.

B. With respect to the matter determined herein to relate to a non-mandatory subject for negotiations, the Sussex County Local #138 is directed to refrain from insisting to the point of impasse upon inclusion of such proposal in a collectively negotiated agreement with the Town of Hackettstown. This matter

^{4/} We differentiate the mandatorily negotiable subject of tuition reimbursements for those officers who have taken police-related courses to further their own advancement in the field. We also differentiate proposals made for specific training courses which are particularly necessary to the safety of all officers. We also express no opinion concerning whether the proposal in question might be permissively negotiable. In re Town of West New York, 7 NJPER 594 (¶12265 1981).

may not be submitted to interest arbitration without the consent of the Town of Hackettstown.

BY ORDER OF THE COMMISSION


James W. Mastriani
Chairman

The vote on Part A of the Order was: Chairman Mastriani, Commissioners Butch, Graves, Hartnett, Hipp and Suskin in favor. None opposed. Commissioner Newbaker was not present.

The vote on Part B of the Order was: Chairman Mastriani, Commissioners Butch, Hartnett and Suskin in favor. Commissioners Graves and Hipp opposed. Commissioner Newbaker was not present.

DATED: Trenton, New Jersey
May 4, 1982
ISSUED: May 5, 1982