

P.E.R.C. NO. 87-118

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BOROUGH OF RINGWOOD

Petitioner,

-and-

Docket No. SN-87-2

RINGWOOD PBA LOCAL No. 47

Respondent.

SYNOPSIS

The Public Employment Relations Commission determines that a proposal submitted by the Ringwood PBA Local No. 47 to the Borough of Ringwood during successor contract negotiations pertaining to the type and quantity of ammunition to be supplied police officers is not mandatorily negotiable because it pertains to governmental policy.

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Appearances:

For the Petitioner, Mark S. Ruderman, Esq.

For the Respondent, Loccke & Correia, P.A.

DECISION AND ORDER

On August 4, 1986, the Borough of Ringwood ("Borough") filed a Petition for Scope of Negotiations Determination. The Borough seeks a determination that a provision in an expired collective negotiations agreement with Ringwood PBA Local No. 47, ("PBA"), the majority representative of the Borough's police officers, is not mandatorily negotiable. The provision concerns ammunition.^{1/}

The Borough has filed a brief. The PBA has not.

^{1/} The petition was filed while the Borough and the PBA were engaged in interest arbitration proceedings pursuant to N.J.S.A. 34:13A-14 et seq. On January 8, 1987 an interest arbitration award was issued. The award does not touch on this issue.

In Paterson Police PBA Local No. 1 v. City of Paterson, 87 N.J. 78 (1981), our Supreme Court outlined the steps of a scope of negotiations analysis for police and fire employees.^{2/}

First, it must be determined whether the particular item in dispute is controlled by a specific statute or regulation. If it is, the parties may not include any inconsistent term in their agreement. [State v. State Supervisory Employees Ass'n, 78 N.J. 54, 81 (1978)] If an item is not mandated by statute or regulation but is within the general discretionary powers of a public employer, the next step is to determine whether it is a term or condition of employment as we have defined that phrase. An item that intimately and directly affects the work and welfare of police and fire fighters, like any other public employees, and on which negotiated agreement would not significantly interfere with the exercise of inherent or express management prerogatives is mandatorily negotiable. In a case involving police and fire fighters, if an item is not mandatorily negotiable, one last determination must be made. If it places substantial limitations on government's policy-making powers, the item must always remain within managerial prerogatives and cannot be bargained away. However, if these governmental powers remain essentially unfettered by agreement on that item, then it is permissively negotiable.

[Id at 92-93; citations omitted]

We consider only whether the proposal is mandatorily negotiable. It is our policy not to decide whether contract proposals, as opposed to contract grievances, concerning police and fire department employees are permissively negotiable since the employer has no obligation to negotiate over such proposals or to

^{2/} The scope of negotiations for police and fire employees is broader than for other public employees because N.J.S.A. 34:13A-16(e)(4) provides for a permissive as well as a mandatory category of negotiations. Compare Local 195, IFPTE, v. State, 88 N.J. 393 (1982).

consent to their submission to interest arbitration. Town of West New York, P.E.R.C. No. 82-34, 7 NJPER 594 (¶12265 1981).

Paragraphs 3 and 4 of Article XIX provide:

3. The Borough shall supply ammunition for quarterly qualification. Type and quantity will be the determination of the range officer with the approval of the Chief of Police.

4. The Borough shall supply new ammunition for service weapons every six (6) months.

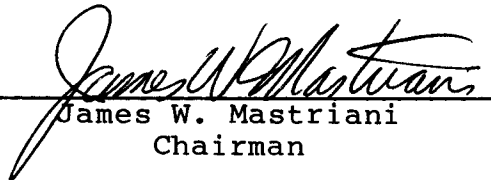
These paragraphs are not mandatorily negotiable since they pertain to the type and quantity of ammunition to be supplied police officers. On the record before us,^{3/} such items pertain to matters of governmental policy and therefore are non-negotiable.

See Tp. of South Brunswick, P.E.R.C. No. 86-115, 12 NJPER 363, 365 (¶17128 1986); Borough of Wanaque, P.E.R.C. No. 82-42, 7 NJPER 613 (¶12273 1981); Brookdale Community College, P.E.R.C. No. 77-53, 3 NJPER 156 (1977).

ORDER

Article XIX, paragraphs 3 and 4 are not mandatorily negotiable.

BY ORDER OF THE COMMISSION


James W. Mastriani
Chairman

Chairman Mastriani, Commissioners Bertolino, Johnson, Reid, Smith and Wenzler voted in favor of this decision. None opposed.

DATED: Trenton, New Jersey
March 23, 1987
ISSUED: March 24, 1987

3/ The PBA has not demonstrated that the clause pertains to employee safety or employee payment for required supplies.