

P.E.R.C. NO. 2014-50

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

STATE OF NEW JERSEY,

Petitioner,

-and-

Docket Nos. SN-2013-041
SN-2013-042
SN-2013-043

NEW JERSEY DIVISION OF CRIMINAL JUSTICE
NON-COMMISSIONED OFFICERS ASSOCIATION,

-and-

NEW JERSEY DIVISION OF CRIMINAL JUSTICE
SUPERIOR OFFICERS ASSOCIATION,

-and-

FRATERNAL ORDER OF POLICE, LODGE 91,

Respondents.

SYNOPSIS

The Public Employment Relations Commission determines the negotiability of eight proposed contract articles for a collective negotiations agreement between the New Jersey Division of Criminal Justice Non-Commissioned Officers Association, New Jersey Division of Criminal Justice Superior Officers Association, and the Fraternal Order of Police, Lodge 91 with the State of New Jersey.

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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Appearances:

For the Petitioner, Jackson Lewis LLP, attorneys
(Jeffrey J. Corradino, of counsel and on the brief;
James J. Gillespie, on the brief)

For the Respondent, Pellettieri Rabstein & Altman,
attorneys (Frank M. Crivelli, of counsel and on the
brief; Donald C. Barbati, on the brief)

DECISION

On January 16, 2013, the State of New Jersey, Department of Law and Public Safety petitioned for a scope of negotiations determination. The State seeks a determination that portions of eight proposed contract articles presented by the New Jersey Division of Criminal Justice Non-Commissioned Officers Association (NCOA), New Jersey Division of Criminal Justice

Superior Officers Association (SOA), and Fraternal Order of Police, Lodge 91 (FOP) (hereinafter, collectively referred to as ("the Unions")) during collective negotiations are not mandatorily negotiable. The challenged proposals address these issues: grievance procedure, seniority, layoff and recall, discipline, termination, promotions, internal investigations, and transfers.

The parties have filed briefs and exhibits.^{1/} These facts appear.

The Unions were each certified by the Commission as the representative for collective negotiations for their respective units on December 8, 2010.^{2/} The NCOA represents all New Jersey Department of Law and Public Safety employees in the title of Sergeant - State Investigator. The SOA represents all New Jersey Department of Law and Public Safety employees in the title of Lieutenant - State Investigator. The FOP represents all New Jersey Department of Law and Public Safety employees in the titles of Detective I - State Investigator; Detective II - State Investigator; Trainee - State Investigator; and State Investigator 1, State Investigator 2, State Investigator 3, State

1/ Our rules [N.J.A.C. 19:13-6(f)2. and 3.] require that briefs filed in scope of negotiations cases, "[c]ite all pertinent statutes, rules and cases and, . . . [a]pply all relevant negotiability tests and precedents. . ." Despite the numerous and complex issues in dispute both parties have commendably satisfied those obligations.

2/ Certifications of Representative RO-2011-001, 002, and 003.

Investigator 4 and State Investigator - Trainee. The State and the Unions are engaged in consolidated collective negotiations for first contracts for the recently formed collective negotiations units. Several contract proposals, or portions thereof are in dispute. As the employees are law enforcement personnel, unresolved disputes over issues that are mandatorily negotiable, may be resolved through binding interest arbitration.

Our jurisdiction is narrow. The Commission is addressing whether the proposals are required subjects for collective negotiations. Ridgefield Park Ed. Ass'n v. Ridgefield Park Bd. of Ed., 78 N.J. 144, 154 (1978). We do not consider the wisdom of the proposals in dispute, only their negotiability. In re Byram Tp. Bd. of Ed., 152 N.J. Super. 12, 30 (App. Div. 1977).

Under Paterson Police PBA No. 1 v. Paterson, 87 N.J. 78 (1981), a subject is mandatorily negotiable if it is not preempted by statute or regulation and it intimately and directly affects employee work and welfare without significantly interfering with the determination of governmental policy.^{3/} Preemption must be express, specific and comprehensive. See Bethlehem Tp. Bd. of Ed. v. Bethlehem Tp. Ed. Ass'n, 91 N.J. 38, 44-45 (1982).

^{3/} As this dispute arises during collective negotiations, we determine only whether the issues are mandatorily negotiable. See Town of West New York, P.E.R.C. No. 82-34, 7 NJPER 594 (¶12265 1981).

The State asserts that N.J.S.A. 52:17B-100.1 preempts negotiations over several the Association's proposals. That law provides:

State investigators; appointment; term of office; duties, powers and rights

There is hereby created in the Division of Criminal Justice, the office or position of State Investigator which shall be in the unclassified service of the civil service. The Attorney General may appoint such number of suitable persons to serve as State investigators, to serve at his pleasure and subject to removal by him, as are necessary to assist in the detection, apprehension, arrest and conviction of offenders against the law. Persons so appointed shall possess all the powers and rights and be subject to all the obligations of police officers, constables and special deputy sheriffs, in criminal matters.

The State argues that N.J.S.A. 52:17B-100.1 makes all State Investigators at-will employees. It reasons that their status makes proposals regarding termination, the imposition of discipline for just cause and review of discipline through binding arbitration not mandatorily negotiable, and/or preempted by N.J.S.A. 52:17B-100.1.

The Unions assert that the State's preemption argument fails to take into account that the employees they represent are no longer "confidential." The Unions asserts that the employees have full rights under the Act, including the right to have the Unions negotiate on their behalf.

The preemption issue must be viewed in light of all pertinent laws and judicial rulings relevant to the status of the investigators as public employees within the meaning of the Act. Although N.J.S.A. 52:17B-100.1 has not been amended since it was enacted in 1977, a related law N.J.S.A. 52:17B-100b., from its enactment in 1981 up until Jan 18, 2010, read:

All employees of the [Attorney General], except for secretarial and clerical personnel, shall be in the unclassified service of the civil service of the State. All unclassified employees of the division, shall be deemed confidential employees for the purposes of the "New Jersey Employer-Employee Relations Act", P.L. 1941, c. 100 (C.34:13A-1 et seq.).

In 1994, based on the existing language of N.J.S.A. 52:17B-100b., the Commission held that state investigators, who were seeking to organize and engage in collective negotiations with the Attorney General, were confidential employees within the meaning of N.J.S.A. 34:13A-3(g) and declined to conduct representation proceedings. State of N.J. (Div. of Criminal Justice) and Div. of Criminal Justice State Investigators, P.E.R.C. No. 94-113, 20 NJPER 256 (¶25127 1994). That ruling was affirmed on appeal with the court rejecting arguments that the classification of investigators as confidential employees violated the equal protection clauses of the state and federal constitutions. Matter of Division of Criminal Justice State

Investigators, 289 N.J. Super. 426 (App. Div. 1996), certif. den. 146 N.J. 63 (1996).

However, effective January 18, 2010, P.L. 2009, c. 314, § 4 amended N.J.S.A. 52:17B-100b. by adding the underlined text:

b. All employees of the division, except for secretarial and clerical personnel, shall be in the unclassified service of the civil service of the State. All unclassified employees of the division, except for State investigators appointed pursuant to section 1 of P.L.1977, c.275 (C.52:17B-100.1), shall be deemed confidential employees for the purposes of the "New Jersey Employer-Employee Relations Act", P.L.1941, c.100 (C.34:13A-1 et seq.).

The statement accompanying P.L. 2009, c.314, reads:

Permits certain managers and deputy attorneys general of the State to negotiate collectively under the "New Jersey Employer-Employee Relations Act;" changes definition of managerial executives and removes confidential status of deputy attorneys general and certain State investigators.

[emphasis added].

Later in 2010, petitions seeking to represent three units of investigators were filed. On December 8, the Unions were certified as majority representatives. They are negotiating with the State for initial collective negotiations agreements. We now consider the disputed proposals.

25. TERMINATION

No detective shall be terminated without full due process, just cause and after progressive discipline has been enlisted...

24. DISCIPLINE

A. Discipline of an employee shall be imposed only for just cause.

B. Discipline under this Article means official written reprimand, fine, suspension without pay, reduction in grade or dismissal from service, based upon the personal conduct or performance of the involved employee.

C. Just cause for discipline up to and including dismissal from service shall include those causes set forth in N.J.A.C. 4A:2.23. The list of causes set forth in N.J.A.C. 4A:2.23 is not exclusive and discipline up to and including dismissal from service may be made for any other combination of circumstances amounting to just cause.^{4/}

K.1. The Bargaining Unit may appeal the discipline to the Joint Association Management Panel as provided in Section N.

^{4/} 4A:2-2.3 General causes

(a) An employee may be subject to discipline for:

1. Incompetency, inefficiency or failure to perform duties;
2. Insubordination;
3. Inability to perform duties;
4. Chronic or excessive absenteeism or lateness;
5. Conviction of a crime;
6. Conduct unbecoming a public employee;
7. Neglect of duty;
8. Misuse of public property, including motor vehicles;
9. Discrimination that affects equal employment opportunity (as defined in N.J.A.C. 4A:7-1.1), including sexual harassment;
10. Violation of Federal regulations concerning drug and alcohol use by and testing of employees who perform functions related to the operation of commercial motor vehicles, and State and local policies issued thereunder;
11. Violation of New Jersey residency requirements as set forth in P.L. 2011, c. 70; and
12. Other sufficient cause.

Special Procedure for Review and Arbitration
of Suspension of One Through Five Days.

L.5. Before a permanent career service employee is suspended without pay pending dismissal, he shall promptly be given an opportunity for an informal hearing at which the employee will be informed of the charges made and a synopsis of the evidence on which the State intends to rely.

S.6. ...The sole determination to be made by the arbitrator shall be the guilt or innocence of the employee and he shall therefore either sustain the penalty imposed or vacate it by his opinion and award...

The State asserts the these proposals are preempted by N.J.S.A. 52:17B-100.1, pointing out that the law provides that investigators will serve at the [Attorney General's] pleasure, and also that investigators "are subject to removal by [the Attorney General]."

In response, the Unions argue that negotiations over its proposals are not preempted by the language of N.J.S.A. 52:17B-100.1. They maintain that the removal of the "confidential" designation was made with Legislative knowledge that the acquisition of the right to engage in collective negotiations would necessary cut into the Attorney General's absolute authority to control all terms and conditions of employment when the investigators were confidential employees.

The Unions cite Jordan v. Solomon, 362 N.J. Super. 633 (App. Div. 2003), certif. den. 178 N.J. 250 (2003) as authority that a statute specifying that law enforcement investigative personnel are to serve at the pleasure of the head of a law enforcement agency and are also subject to removal by that officer, does not bar adherence to negotiated disciplinary procedures and standards including a commitment to progressive discipline.

In its reply brief, the State notes that the Supreme Court, in State of N.J. and State Troopers Fraternal Ass'n, 134 N.J. 393 (1993) held that State Troopers could not contest disciplinary action through a negotiated grievance procedure ending in binding arbitration.

Proposals that are mandatorily negotiable

We hold that the Attorney General is required to negotiate over proposed Article 24, Sections B., C., K.1., and S.6. These provisions are procedural and/or informational (i.e. informing employees of actions that may result in discipline) See Dept. of Law & Public Safety, Div. of State Police v. State Troopers NCO Ass'n of N.J., 179 N.J. Super. 80 (App. Div. 1981) (contrasting negotiable procedures and non-negotiable criteria pertinent to personnel actions). See also Edison Tp. and Edison Firefighters' Ass'n, Local 1197, IAFF, P.E.R.C. No. 98-14, 23 NJPER 487 (¶28235 1997) (contract provisions advising employees of statutory rights or listing criteria to be used in making personnel decisions are

informational and do not interfere with managerial prerogatives). We further find that to the extent the proposals would authorize binding arbitration of minor discipline, a negotiated agreement on that proposal would not interfere with the Attorney General's statutory right to remove an investigator. The proposal comports with existing law allowing arbitral review of minor discipline of law enforcement personnel.^{5/} We reject the Attorney General's argument, based on State Troopers, that these employees cannot use arbitration to review minor disciplinary sanctions. In 1996, N.J.S.A. 34:13A-5.3 was amended to allow police, except State Police, to contest minor discipline through binding grievance arbitration.^{6/} But, the amendments did not exclude other state law enforcement officers.

^{5/} The Unions' proposals recognize that major discipline of law enforcement officers may not be submitted to binding arbitration. See Monmouth Cty. and CWA, 300 N.J. Super. 272 (App. Div. 1997). In addition, statutes allowing police officers to contest terminations, not based on alleged criminal conduct, through binding arbitration [N.J.S.A. 40A:14-200 through N.J.S.A. 40A:14-212] does not apply to personnel employed by the Attorney General. The definition of "law enforcement agency" in N.J.S.A. 40A:14-200, expressly excludes the Department of Law and Public Safety.

^{6/} N.J.S.A. 34:13A-5.3 [emphasis added] reads in relevant part:
[Grievance] procedures may provide for binding arbitration of disputes involving the minor discipline of any public employees . . . other than public employees (State Police) subject to discipline pursuant to R.S.53:1-10.

Proposals that are not mandatorily negotiable

We find that Article 25, Termination, and Article 24, Section A are preempted and that Article 24, Section L.5 is not mandatorily negotiable.

Jordan is not controlling. Though the same statutory language was present in both Jordan and the cases before us, because Jordan involved consummated agreements, rather than proposals made during collective negotiations. In Jordan, the Prosecutor had already agreed, through collective negotiations, to abide by specific procedures in disciplining or demoting employees. Here, negotiations are ongoing and the Attorney General's position is that the proposals are preempted or would significantly interfere with the exercise of managerial prerogatives.

The Jordan court used the dispute's context to distinguish that controversy from other decisions involving other "at will" employees of law enforcement entities.^{7/} The Court noted:

Our Supreme Court has, in construing a similar statute respecting the position of assistant county prosecutors, N.J.S.A. 2A:158-15, held that an internal office

^{7/} The Prosecutor in Jordan was free to reach an agreement on permissive subjects of negotiations. See Paterson, 87 N.J. at 92. Though that issue is not discussed in Jordan, the Prosecutor's agreement to the procedures led the Court to conclude that they could be binding. That view comports with rulings that agreements on both mandatory and permissive subjects are enforceable. New Jersey Transit and PBA Local 304, P.E.R.C. No. 96-78, 22 NJPER 199 (¶27106 1996).

manual and handbook did not create an implied contract . . . because the statute "trumps whatever implied contract may have existed between the parties." Golden v. County of Union, 163 N.J. 420, 431, (2000). Indeed, in DeLisa v. County of Bergen, 165 N.J. 140 (2000), the Court extended . . . Golden to a county investigator as well. Id. at 148. Similarly, . . . the Supreme Court has held that a purported agreement by which a deputy public defender presumed to have a vested interest in a promotion right was also ineffective [given] N.J.S.A. 2A:158A-6, granting unfettered authority to the public defender over the terms of employment of his or her deputies. Walsh v. State, 147 N.J. 595 (1997). None of these decisions, however, addresses . . . whether the prosecutor, having agreed through collective bargaining to establish disciplinary procedures, must thereafter abide by those procedures. We think it plain that he must and that his alleged failure to do so sufficiently states a claim to meet the test of R. 4:6-2(e). Printing Mart-Morristown v. Sharp Electronics Corp., 116 N.J. 739 (1989).^{8/}

[362 N.J. Super. at 636-637, emphasis added]

Section L.5, as written in the current proposal, addressing immediate suspensions pending dismissals, is not mandatorily

^{8/} DeLisa v. County of Bergen, 165 N.J. 140 (2000) involved the discharge of a County investigator when N.J.S.A. 2A:157-10 and N.J.S.A. 52:17B-100.1 were essentially identical. DeLisa observes: "so long as his actions are not invidiously discriminatory or contrary to some other pertinent law, the prosecutor may discharge plaintiff without a formal hearing, in keeping with the at-will relationship established by statute." 165 N.J. at 148. N.J.S.A. 2A:157-10, was amended in 2003 to delete the phrase "to serve at his pleasure and subject to removal by him." New language gave County investigators protection against removal and also provided that an investigator not be suspended, removed, fined or reduced in rank except for just cause.

negotiable as a public employer has the prerogative to impose an immediate suspension of a law enforcement officer. See City of Newark, P.E.R.C. No. 2012-19, 38 NJPER 191 (¶64 2011); City of Newark, P.E.R.C. No. 2010-19, 35 NJPER 358 (¶120 2009).^{9/} See also DeLisa, supra.

15. LAYOFF AND RECALL

...Detectives collecting a public and/or quasi-public pension that was earned from previous employment will be the first to be laid off. Then Division seniority, as defined in Article __, shall be the determining factor in identifying those to be affected by the layoff. Thereafter, layoffs shall be implemented in inverse order of hiring (those hired last being laid off first)...Laid off employees' names shall be placed on a special reemployment list, and persons on such list will be given preferential consideration over all other applicants considered for appointment, or employment and rehired in reverse order of layoff without explanation or interview.

As presently written, this proposal is not mandatorily negotiable. See Union County Prosecutor's Office, P.E.R.C. No. 2011-74, 37 NJPER 166 (¶53 2011) (negotiations proposal that detectives and investigators would be laid off in order of

^{9/} While Newark distinguishes between pre-disciplinary procedures and an employer's managerial prerogative to impose an immediate suspension, L.5, as presently written, would bar the imposition of an immediate suspension unless its procedural aspects are first observed. We view these proposals strictly to determine their negotiability and not whether employees have other independent protections. See Cleveland Bd. of Educ. v. Loudermill, 470 U.S. 532 (1985).

seniority not mandatorily negotiable as it would interfere with employer's right to retain personnel with special skills).

21. PROMOTIONS

A. 1. The mechanics of the promotional process shall exclusively utilize the efforts of the Chief, Deputy Chief(s) of Detectives in determining and ranking suitable Detectives for promotion.

2. When such vacancies occur, the Division shall announce all criteria to be met by the candidates and the weight to be assigned to each of the criterion announced which will constitute the exclusive basis for promotion in accordance with provisions set forth in this Article.

B. Promotion to Sergeant shall require a minimum of seven (7) consecutive years experience as a Detective with DCJ, and promotion to Lieutenant shall require a minimum of ten (10) consecutive years' experience as a Detective and/or Sergeant with DCJ. No substitution for education, prior work experience or unspecified criteria shall count towards the above consecutive years work.

C. Detectives shall be eligible to interview for Lieutenant provided they comply with Article _____, Section B.

D. To create a career path for Lieutenant not collecting a public or quasi-public pension, the Division shall offer preferential treatment to those Detectives not so designated. Detectives not so designated shall be promoted over those designated.

E. A promoted candidate shall receive written notification of the new rate of pay and date of rank within one (1) week after

promotion and shall within ten (10) days of the effective date of the promotion assume the vacant position for which the promotion was announced, subject to the overriding operation requirements of the Division.

G. The promotional procedure set forth in the article shall be uniformly applied to all employees unless previously agree upon by both parties. Arbitration disputes arising under this Article shall be limited to consideration of the procedures set forth herein.

26. TRANSFERS

D. Once a year, beginning in July 2011, Sergeants shall be permitted to request a transfer by submitting a request to the Chief or his designee. The chief shall compile a listing of openings and shall select from the list those suitable Detectives who will be transferred. Transfers shall be implemented using Division seniority as the primary factor.

F. No Detective shall be involuntarily transferred to the Internal Affairs Bureau/Professional Standards Bureau.

Next, the State asserts that the underlined portions of the above-quoted promotion and transfer proposals are non-negotiable because they infringe on the Attorney General's prerogative to match the best qualified employees to particular jobs.

The Unions respond that these proposals, if agreed to by the State would not significantly interfere with any managerial prerogatives. They assert that the disputed language clarifies

the standards and procedures to be applied to promotions and transfers.

For the reasons set forth below we find that the disputed portions of the promotion proposals are not mandatorily negotiable with these exceptions: 21.A.2; 21.C; 21.E; 21.G.

It is well-established that proposals relating to the criteria for promotion are non-negotiable because they concern matters of managerial prerogatives. An employer's judgment as to which, if any, of the candidates are qualified for promotion is also non-negotiable. On the other hand, procedures, including announcements of promotional vacancies, information concerning the employer-established qualifications and criteria, the opportunity to be considered for promotion and feedback to unsuccessful candidates are mandatorily negotiable promotional procedures. See Dept. of Law & Public Safety, Div. of State Police v. State Troopers NCO Ass'n of N.J., supra.; North Bergen Tp. Bd. of Ed. v. North Bergen Fed. Teachers, 141 N.J. Super. 97, 103 (App. Div. 1976).

Proposals that are not mandatorily negotiable

Section 21.A.1 would interfere with an employer's prerogative to determine which of its staff are best suited to evaluate the abilities of candidates for promotion. See North Bergen Tp. Bd. of Ed. v. North Bergen Fed. Teachers 141 N.J. Super. at 100 (quoting provision stating that the Superintendent

will interview those candidates who are certified and qualified and will make his recommendations to the Board of Education for appointment).

Section 21.B addresses the qualifications and criteria for promotion which the employer may unilaterally set. North Bergen Tp. Bd. of Ed. v. North Bergen Fed. Teachers 141 N.J. Super at 104.

Section 21.D provides a promotional preference for certain classes of detectives without regard to their qualifications and is not mandatorily negotiable. Id. at 104.

Sections 26.D and F. are not mandatorily negotiable. Numerous Commission and Court rulings hold that, as part of its prerogative to match the best suited employees with particular assignments, an employer's decision to make involuntary transfers, and the basis it uses for doing so, are managerial prerogatives. See, e.g., In re Local 195, IFPTE, 88 N.J. 393, 417 (1982).

Proposals that are mandatorily negotiable

Section 21.A.2 is mandatorily negotiable. After an employer has selected and announced promotional criteria, including how much each criterion will be valued, a commitment to adhere to those standards during a particular round of promotions, and make promotions based on the rankings on a list ranking the candidates by score, is a mandatorily negotiable promotional procedure. See

Dept. of Law & Public Safety, Div. of State Police v. State Troopers NCO Ass'n of N.J., supra., 179 N.J. Super. at 92.

Article 21.C is mandatorily negotiable as it grants the right to an interview only to candidates who meet the qualifications set by the employer. Thus it predominantly involves the ability of a qualified employee to be considered for promotion, a mandatorily negotiable subject. See State v. State Supervisory Employees Ass'n, 78 N.J. 54, 90-91 (1978).

Article 21.E, providing that a promoted employee shall assume his/her new position within 10 days after the effective date of the promotion is mandatorily negotiable because: (1) It applies to instances where the State has already decided that the employee should be promoted and; (2) the "operational requirements" passage gives the State flexibility to deviate from the timetable in the proposed article. The primary focus of the language is the start date of an employee who has been selected for promotion to that higher ranking position, which would presumably also trigger the date for receipt of the increased compensation accompanying the promotion.

Article 21.G concerns the uniform application of evaluation procedures to all employees and provides that any arbitration of a grievance stemming from a promotional decision be limited to alleged procedural violations. Precedent holds that such an agreement is mandatorily negotiable. See Rutgers, State

University v. Rutgers Council of AAUP Chapters, 256 N.J. Super. 104 (App. Div. 1992) (distinguishing between requirement that criteria be uniformly applied to candidates and adherence to promotional procedures).

Finally, the State asserts that the following underlined portions of investigational requirements proposed by the Association are non-negotiable.

23. INTERNAL INVESTIGATION PROCEDURE

C. Mechanics

1.

(f). Before any questioning takes place, the Detective shall be apprised of the following:

2. If applicable, name(s) of the complainants and/or witnesses, in writing. . .

In City of Paterson, P.E.R.C. No. 2005-32, 30 NJPER 463, 464-465, (¶153 2004), we found that a similarly worded proposal was mandatorily negotiable and was not in conflict with (and thus not preempted by) the Attorney General's guidelines for internal affairs investigations. This proposal to be mandatorily negotiable.^{10/}

^{10/} Section 21.C.1.f(2) continues "The addresses of complainants and/or witnesses need not be disclosed." The proposal in Paterson found to be mandatorily negotiable similarly provided that "The names and the addresses of the complainants and/or witnesses need not be disclosed" if information about the allegations is otherwise provided.

ORDER

The following proposals, or the disputed portions thereof, are mandatorily negotiable:

- Article 21.A.2, 21.C, 21.E, 21.G.;
- Article 23.C.1.f.(2);
- Article 24, Sections B., C., K.1., and S.6

The following provisions, or the disputed portions thereof, are not mandatorily negotiable:

- Article 15;
- Article 21.A.1, 21.D;
- Article 24, Sections A and L.5;
- Article 25, Termination;
- Article 26.D. and F.

BY ORDER OF THE COMMISSION

Chair Hatfield, Commissioners Bonanni, Boudreau, Eskilson, Jones and Wall voted in favor of this decision. None opposed. Commissioner Voos abstained from consideration.

ISSUED: January 30, 2014

Trenton, New Jersey