

H.E. NO. 97-23

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF JERSEY CITY,

Respondent,

-and-

Docket No. CO-H-95-51

JERSEY CITY POLICE OFFICERS
BENEVOLENT ASSOCIATION,

Charging Party.

CITY OF JERSEY CITY,

Respondent,

-and-

Docket No. CO-H-95-65

JERSEY CITY POLICE SUPERIOR
OFFICERS ASSOCIATION,

Charging Party.

SYNOPSIS

A Hearing Examiner recommends that the Commission find the City of Jersey City committed an unfair practice when after unilaterally altering schedules of police superior officers represented by the Jersey City Police Superior Officers Association, it refused to negotiate compensation for the increase in the number of work days which resulted from the schedule change. It was also recommended that the Commission find the City did not commit an unfair practice in altering the schedule since the change, in part, was motivated by a desire to improve supervision, a managerial prerogative.

However, it was found that no such prerogative existed when the schedule of superior officers in the administrative division was altered by the City. Accordingly, it was recommended that the Commission find the City also committed an unfair practice when it altered the administrative schedule.

Finally, it was recommended that the unfair practice charge filed by the Jersey City Police Officers Benevolent Association be deferred to the decision of an interest arbitrator whose award includes police schedules for the time period of the alleged unfair practice.

A Hearing Examiner's Recommended Report and Decision is not a final administrative determination of the Public Employment Relations Commission. The case is transferred to the Commission which reviews the Recommended Report and Decision, any exceptions thereto filed by the parties, and the record, and issues a decision which may adopt, reject or modify the Hearing Examiner's findings of fact and/or conclusions of law. If no exceptions are filed, the recommended decision shall become a final decision unless the Chairman or such other Commission designee notifies the parties within 45 days after receipt of the recommended decision that the Commission will consider the matter further.

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JERSEY CITY POLICE SUPERIOR
OFFICERS ASSOCIATION,

Charging Party.

Appearances:

For the Respondent
Martin R. Pachman, attorney
(Lisa A. Sanders, on the brief)

For the Charging Party - POBA
Schneider, Goldberger, Cohen, Finn,
Solomon, Leder & Montalbano, attorneys
(David Solomon, of counsel)

For the Charging Party - PSOA
Klausner & Hunter, attorneys
(Stephen B. Hunter, of counsel)

**HEARING EXAMINER'S REPORT
AND RECOMMENDED DECISION**

The Jersey City Police Officers Benevolent Association
(POBA) filed an unfair practice charge on August 22, 1994 and an

amendment on October 13, 1994 with the Public Employment Relations Commission alleging that the City of Jersey City committed unfair practices within the meaning of subsection 5.4(a)(1) and (5) of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq.^{1/} On September 7 and October 4, 1994, the Jersey City Police Superior Officers Association (PSOA) also filed an unfair practice charge and amendment with the Commission alleging that the City committed unfair practices within the meaning of the Act; specifically, subsections (1), (3), (5) and (7).^{2/}

Both Associations specifically allege that the City unilaterally implemented a new work schedule without negotiations. The PSOA further alleges that the schedule was implemented while interest arbitration between it and the City was underway. Both the patrolman and superior officers worked 8 1/2 hours a day with 5 days on and 3 days off, a 5-3 or 8 section schedule. The City announced

^{1/} These subsections prohibit public employers, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this act. (5) Refusing to negotiate in good faith with a majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit, or refusing to process grievances presented by the majority representative."

^{2/} Subsections (3) and (7) prohibit public employers, their representatives or agents from: "(3) Discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage employees in the exercise of the rights guaranteed to them by this act. (7) Violating any of the rules and regulations established by the commission."

that it would unilaterally impose a new 4-2 schedule effective October 1994. On September 27, it announced it would implement a 5-2/5-3 schedule. In October, it then announced it had revised its plans again and would implement a 15 section schedule with 5 days on and 2 days off, followed by 5 days on and 3 days off (5-3, 5-2) with an 8 hour day. This schedule was unilaterally implemented on November 1, 1994. The Association also alleges that the schedule for staff personnel was modified to a section 21 schedule (5-2, 5-2, 4-3).

Complaints and notices of hearing, as well as an order consolidating these matters for hearing, were issued on November 14, 1994.^{3/} Hearings were conducted on April 27, May 16 and June 21, 1995. Briefs and submissions were received by October 8, 1996.

The City and both Associations also participated in separate interest arbitrations for successor agreements contemporaneously with these hearings. Both arbitrations were for the contract period January 1, 1994 through December 31, 1996. The City and the respective Associations included proposed work schedules in their final offers to the arbitrators. In the POBA arbitration, the Association submitted the old 5/3 schedule in its final offer and the City submitted the newly implemented 15 section schedule. The arbitrator, issued his award on March 8, 1996 and

^{3/} Both parties also sought an interim restraint against the City to prevent the imposition of the new schedule. That application was denied in I.R. No. 95-8, 20 NJPER 444 (125228 1994).

adopted the City's final offer, including the newly implemented schedule. This award is retroactive to January 1, 1994.

The arbitrator relied upon the same testimony as that considered in this decision. To revisit issues fully considered and argued in interest arbitration, the forum envisioned by the Legislature to resolve police and fire contract disputes, would be contrary to the statutory goals of stability and finality in the arbitration process. Significantly, the arbitrator's award is retroactive. I recommend the Commission defer to the arbitrator's decision. See City of Newark, P.E.R.C. No. 95-128, 21 NJPER 229 (¶26146 1995); Township of Pennsauken, P.E.R.C. No. 88-53, 14 NJPER 81 (¶19020 1987).^{4/}

The PSOA's interest arbitration had not concluded when the POBA award was issued. The City and the PSOA both included a 15 section work schedule for line officers in their final offer to the arbitrator. The City included a 21 section schedule, 5-2, 5-2, 4-3, for administrative officers while the PSOA sought a 14 section schedule, 5-2, 4-3 with an 8 hour day in their final offers to the arbitrator.

The arbitrator issued his award on August 7, 1996. His award included a 21 section schedule for patrol officers and a 14 day schedule 5/2, 4/3 with an 8 1/2 hour a day for staff officers. The award is prospective only. The arbitrator did not issue an

^{4/} Although these decisions concern grievance arbitration, the same rationale applies here.

award for the period from November 1, 1994, the date the new schedules were implemented by the City, to the date of his award. Accordingly, a decision in this matter is still necessary as to the PSOA's charge and amendment.

STIPULATION

At the hearing, the parties entered into stipulations which are summarized as follows:

The POBA represents all police officers employed by the City below the rank of sergeant and the PSOA represents all officers with the rank of sergeant and above except for the chief of police. The most recent collective negotiations agreement between the City and the PSOA was in effect from January 8, 1988 through December 31, 1990. This agreement has two separate schedules, an 8 section (5/3) schedule for line (patrol) officers (Article i, exhibit B of the contract) and a 14 section schedule (5/2, 4/3) for staff (administration) officers. The POBA's agreement was effective from January 1, 1991 through December 31, 1993. The POBA contract provided for an 8 section schedule (5/3).

In the Spring of 1994, the City entered into negotiations with both Associations for contracts retroactive to January 1, 1994. In April 1994, both Associations filed petitions to initiate compulsory interest arbitration. Arbitrators were designated in both negotiations by June 1994.

Also, in the Spring of 1994, the City apparently^{5/} advised both Associations during negotiations of its intention to modify the existing work schedule because of the schedule's failure to meet the City's operational needs and that such decision was, in the City's belief, non-negotiable. The City originally intended to replace the existing 8 section schedule with a 6 section schedule of four 8 hour days followed by 2 days off. Although the City insisted upon retaining its managerial prerogative to ultimately institute a schedule which met its operational needs, on or about September 27, 1994, the City advised both Associations that it abandoned its plan to implement the 4/2 work schedule and, in its place, announced its intention to implement a 15 section schedule, i.e., 5/2, 5/3 with an 8 hour day.

On October 5, 1994, the City and the PSOA entered into a tentative contract agreement which included a work schedule change to a 23 section schedule (5/3, 5/3, 5/2) for line (patrol) officers and a 21 section (5/2, 5/2, 4/3) for staff administrative officers with 3 extra holidays. However, the PSOA membership rejected the tentative agreement in mid-October, 1994.

On November 1, 1994, the City unilaterally implemented a 15 section schedule (5/3, 5/2 with an 8 hour day) for POBA and PSOA line officers.

^{5/} In the stipulation, this was neither admitted nor denied by the Association.

The POBA demanded to negotiate concerning the unilateral change in their work schedules, but the City refused to negotiate asserting its managerial right to implement the change in schedules. It engaged in discussions with the PSOA and invited the POBA to propose alternative schedules which might meet the City's needs and be acceptable to all parties.

The pre-existing 8 section PSOA line schedule required employees to work for 228.125 shifts of 8.5 hours each, for a total of 1939.06 hours per year. The 15 section schedule requires employees to work 243.333 shifts of 8 hours each for a total of 1946.66 hours per year. However, each employee is provided with additional compensatory days off. The actual work year is 1938.66 hours and 242.3 shifts of 8 hours (J-2).

The pre-existing 14 section staff schedules required members of the POBA and the PSOA staff units to work for 234.6 shifts of 8.5 hours each for a total of 1994.5 hours per year.

Effective May 3, 1995, the City unilaterally implemented a 21 section schedule with an eight hour day for staff (administrative) officers and patrolman (2T7) for a total of 243.33 shifts, for a total of 1,938.61 hours per year.

FINDINGS OF FACT

1. Michael Moriarity is the Police Director of the City of Jersey City and has served in that capacity since January 10, 1994. Upon assumption of this position, Moriarity reviewed the work

schedule of the Department. From the outset, Moriarity's staff advised him that the existing schedule was inefficient (2T11-2T13) and that the prior police director, Joseph Pelliccio, had begun to reform the work schedules to a more efficient system. Moriarity reviewed documents prepared by Police Chief Sabo and Deputy Chief Pease^{6/} for their opinions of the existing work schedules.

The State Attorney General's Office, Division of Criminal Justice, had just completed a study of the Department when Moriarity became Director. He met with representatives of that office and had discussions about work schedules with them.

2. Moriarity found two main areas of concern with the existing schedule. First, the 8 1/2 hour day in the 5/3 schedule created an inefficiency. The extra 1/2 hour in the workday was intended to create overlap relief so a shift coming off duty could be de-briefed by the shift going on duty. In general, this time was intended for training. This was not happening. In order to have a police presence, officers on the same tour never went off duty at the same time. Each tour had an early shift and a late shift. The 1/2 hour tour overlap was not being utilized as intended. Training was not being done and officers were going off duty upon their relief (2T37). Moriarity testified that a lot of State mandated training, e.g., range qualification and "right-to-know" cannot be done in such 1/2 hour time segments. His management team was in

^{6/} Who is in charge of operations.

agreement that a more efficient schedule than the 8 1/2 hour schedule was needed (2T37).

3. Moriarity's second area of concern was continuity of supervision. With the 8 section schedule, the number of officers in a district or precinct is divided into 8 units. Every day there is a different unit of superior officers supervising a given unit of patrolmen (2T15).

4. Moriarity reviewed schedules from other cities and reviewed proposed schedules prepared by the Department's Planning Bureau. His staff looked at over 20 different schedules. Deputy Chief Pease recommended going to a 6 section (4/2) schedule since there would be a greater continuity of supervision, i.e., a sergeant would work with the same individuals on a regular basis. Moriarity spoke with police directors of other cities (2T68) to find the best schedule. He came to the conclusion that a 15 section schedule best filled the Department's needs (2T27). With this schedule, the Department can create 3 squads of 10 or 12 patrolman on each tour. With one sergeant for each squad, 1/3 of all personnel is on duty for any given tour. Each squad works 10 of the 15 days, five days at a time so that two squads will be on duty at any given time.^{7/} When a squad is on duty, so is the assigned sergeant, giving 100% continuity of supervision (2T29). A sergeant would get to know the

^{7/} The first squad will work Monday through Friday. The second squad might start Wednesday and work through Sunday. The third squad will start Saturday and work through the following Wednesday.

personnel in his squad, their limitations and their strengths, improving training and evaluations. Each sergeant would work with one of the other squads 50% of the time. The 3 squad rotation would not work with an 8 section schedule. More sergeants would be needed for full coverage.

5. However, Moriarity admitted that the 3 squad schedule with a sergeant in charge of each squad, although attempted, was not yet implemented. He testified that this is so for two reasons. The City had an early retirement program and 160 individuals retired from the Department. Since the Department was short-handed, particularly of sergeants, it lacked an adequate number of supervisors to implement the schedules fully. This problem has just been alleviated with the promotion of nine officers into the sergeants rank (2T33). The second reason is a "lack of cooperation on behalf of certain individuals" (2T32).

6. At the same time that the scheduling changes were made, the structure of the Department was being re-organized to increase the number of personnel in operations (i.e., in patrol) from 68% of the force to 80% (2T39). Moriarity testified that both changes were made to increase the efficiency of the Department. The reorganization did not depend upon the work schedule change but the two reforms work together to provide greater police presence on the street.

7. Moriarity was given a directive by the mayor to enhance the community policing program and to re-deploy police from desk jobs and move them into community policing (2T115).

8. Moriarity believed that officers were only working 8 hours a day under the old schedule (2T115). Although the City was already paying for an 8 1/2 hour a day, he wanted to make the best use of the 1,939 hours the City was already paying for. He testified "that's efficiency in my mind. But obviously ... economics is somehow intertwined. It all comes down to dollars and cents" (2T46).

9. Moriarity acknowledges that by going to the new schedules, officers work an extra 14 days a year (2T62).

10. Historically, administrative (or staff) officers work a different schedule from those assigned to patrol. Both patrolmen and superior officers in administration always work normal business hours, Monday through Friday. Nevertheless, when the patrol schedules were modified in November, the staff schedules also changed. Moriarity testified that this was done to equalize the number of hours worked by the line personnel with the staff personnel (2T42-2T44).

11. Gerard McCarthy has been a sergeant in the police force since 1988 and he is a member of the PSOA. He served as Director of the police Department from July 1988 to February 1992. At that time, he returned to the rank of sergeant. While McCarthy served as Director, he did not experience any problem with the 8 section schedule nor was he ever advised by administrative personnel (2T127) that officers were not working their full 8 1/2 hour tours. He believed the 1/2 hour period was used as a transition period

where information and equipment could be exchanged and in-service training could be conducted.

12. McCarthy testified that the former 8 section schedule also reduced overtime costs. The extra time at the end of a shift allowed for an officer to respond to a call or make an arrest at the end of a shift without incurring overtime (2T131). McCarthy testified that he is not aware of any 3 squad systems implemented anywhere in the police Department. He has observed that the continuity of supervision has not improved (2T132) but overtime has increased dramatically in the City.

13. Sergeant Wesley Calloway is scheduling coordinator in the patrol division. He prepares schedules for sergeants and lieutenants. The schedules must meet minimum manning requirements.

14. Calloway was first ordered to implement the new tour command schedule on December 18, 1994. The number of superior officers who had to be assigned to work overtime went from 3 to 6 (3T20). The next day, he was ordered to abandon the tour command concept because of excessive overtime. He was again ordered to re-institute tour command scheduling on January 9, 1995 and overtime again rose sharply (3T26). In addition, Calloway was constantly moving officers from one district to another and had to bring in people on overtime to meet minimum manning needs. These actions destroyed continuity (3T29; CPS-10 in evidence).

15. As a temporary measure, until the Department returned to full staffing levels, minimum staffing levels for tour command

was reduced on January 24, 1995 (CPS-11 in evidence) and on March 30, 1995 the 3 tour concept had to be abandoned in favor of a 2 tour operation (CPS-13 in evidence). Problems with excessive overtime due to the new tour command schedules continued to the time of the hearing (CPS-15 & 16 in evidence).

16. Calloway testified that a 3 squad system was never instituted since the Department never had an adequate number of personnel to establish one (3T37). Calloway claims the Department lacks sufficient personnel for him to even establish a 2 tour system (3T38). The net effect of the new 15 section schedule has been a decrease in the continuity of supervision; Calloway has to do too much moving of supervision from district to district and having them work outside their normal tour of duty (3T38).

DISCUSSION

The PSOA urges that the Commission find the City's implementation of the new schedule was done simply to increase the number of days a year police officers have to work. They point to Moriarity's testimony as to why the scheduling changes were made, that "it all comes down to economics" and argue that the City's stated motive of better supervision was purely pretextual.

It is not disputed that the three squad rotation was not fully implemented at the time of the hearing, six months after the 15 section schedule was implemented. McCarthy and Calloway

testified as to how supervision has actually suffered under the 15 section schedule.^{8/}

After considering the entire record, I am satisfied that the dominant reason for the implementation of the new schedule is to get a greater police presence on the street. (Patrol officers work 14 more days a year under the new schedule.) This is in keeping with the City's other reforms of the Department, civilianization and community based policing. It is significant that after the imposition of the 15 section schedule, the 3 squad rotation could not be fully implemented and supervisory problems remained. Yet, the City did not abandon the 15 section schedule. Significantly, the first time the City announced it was going to alter the shift schedule, it was to one which was not compatible to a 3 squad rotation and supervision would not be increased.

Nevertheless, Moriarity was a credible witness. His statement "it all comes down to money" is a sign of candor - not deception. There is no escaping that any improvement in police

^{8/} PSOA also urges that the Commission consider that the City entered into a tentative settlement of the contract with the PSOA in October 1994, which abandoned the 15 section schedule. (The agreement called for a 23 section schedule for line officers and a 21 section schedule for staff.) I do not consider this settlement probative. It is Commission policy to encourage the voluntary resolution of disputes. To construe an offer of settlement in the negative way urged by the PSOA undermines that policy. Moreover, there are so many variables that have to be weighed in making an offer of settlement that it is not a sign of bad faith to give up a desired goal in order to reach a voluntary settlement even if the goal is a managerial prerogative.

coverage or police supervision has an economic implication. I credit Moriarity's testimony that he was motivated in part by a desire to improve supervision. I do not find that the City's failure to fully implement the 3 squad rotation system, six months after the shift change, proves bad faith. I credit Moriarity's testimony that he believed the 3 squad rotation was not fully implemented because of a temporary shortage of sergeants and the less than full cooperation of certain police officers and that it is the City's intention to fully implement that 3 squad rotation.

However, no rationale was given for the schedule change for staff (administrative) officers, other than a desire to equalize hours between line and staff officers.

Work schedules are generally negotiable. See Tp. of Maplewood, P.E.R.C. No. 97-80, ___ NJPER ___ (¶_____ 1997).

However, the Commission and Appellate Division have found exception to the rule of negotiability when the facts prove a particular need to preserve or change a work schedule to effectuate a government policy. Irvington PBA Local #29 v. Town of Irvington, 176 N.J. Super. 539 (App. Div. 1979) certif. den. 82 N.J. 296 (1980); Borough of Atlantic Highlands v. Atlantic Highlands PBA Local 242, 192 N.J. Super. 71 (App. Div. 1983) certif. den. 96 N.J. 293 (1984); Maplewood; Jackson Tp., P.E.R.C. No. 93-4, 18 NJPER 395 (¶23178 1992) (prerogative to assign captains to improve supervision).

In general, the question is whether the facts demonstrate that a particular work schedule issue so involves and impedes governmental policy that it must not be addressed through the negotiations

process at all despite the normal legislative desideratum that work hours be negotiated in order to improve morale and efficiency.
Maplewood.

Here, supervision is a relatively minor consideration in the unilateral imposition of the shift. However, having found Moriarity credible, his testimony that there was a lack of continuity in supervision cannot be second guessed. The City had a managerial prerogative to make the shift change to improve continuity of supervision.

This finding does not end the inquiry, for in altering this shift, the City incontestably altered the number of work days in a year. The City may not unilaterally dictate that the extra days of work be uncompensated. Jackson; Montville Tp. Bd. of Ed., P.E.R.C. No. 86-118, 12 NJPER 372 (¶17143 1986), aff'd NJPER Supp.2d 170 (¶150 App. Div. 1987), certif. den. 108 N.J. 208 (1987) (App. Div. Dkt. No. A-4545-85T7 (3/23/87)). The City had an obligation to negotiate compensation for the unilaterally increased days of work.^{9/} Accordingly, I recommend that the Commission find the

^{9/} It is not disputed that the Association demanded to negotiate. The City's refusal to negotiate was based upon a claim that the work schedule change was not negotiable because the change met its "operational needs."

A clear managerial prerogative (the need for better supervision) was not enunciated in the City's refusal. In fact, the City twice revised the schedule before implementing and initially it was not designed to improve supervision. The City's general conduct (i.e., the shifting

City committed an unfair practice when it failed to so negotiate with the PSOA.

I recommend that the Commission order that the City of Jersey City bargain with the PSOA over the increased days of work experienced by the superior officers when the City unilaterally imposed the new shift schedules for the time period between November 1, 1994 and August 7, 1996.

The City did not establish it had a managerial prerogative in altering the staff officer schedule. Accordingly, I recommend the Commission find that the City committed an unfair practice when it unilaterally altered the staff schedule. Since the arbitrator's award included a 14 section schedule, it is not necessary to issue an order to return to the status quo. I will recommend that the Commission order that the City negotiate with the PSOA over compensation for the increase in work days experienced by the staff officers when their schedule was unilaterally changed for the time period between November 1, 1994 and August 7, 1996.

No facts suggest the City's action violated 5.4(3) or (7) of the Act. I dismiss these allegations.

9/ Footnote Continued From Previous Page

nature of the City's plans and its lack of specificity in stating a managerial prerogative in its refusal to negotiate) effectively waived any requirement that the Association make a specific demand to negotiate compensation. See generally Lenape Valley Reg. Bd. of Ed., P.E.R.C. No. 97-25, 22 NJPER 360 (127189 1996)

RECOMMENDED ORDER

I recommend the Commission ORDER the City of Jersey City to:

A. Cease and desist from:

1. Interfering with, restraining or coercing employees in the exercise of their rights guaranteed by the Act, particularly by refusing to negotiate in good faith with the Jersey City Police Superior Officers Association concerning compensation for the unilateral increase in the number of days worked per year by patrol officers.

2. Refusing to negotiate in good faith with the Jersey City Police Superior Officers Association concerning compensation for the unilateral increase in the number of days worked in a year by patrol officers.

3. Interfering with, restraining or coercing employees in the exercise of rights guaranteed by the Act, particularly by unilaterally altering a term and condition of employment without negotiating in good faith with the Jersey City Police Superior Officers Association when it unilaterally altered the schedule of staff officers.

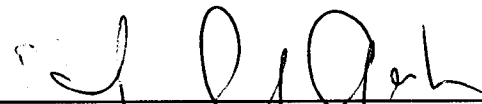
4. Refusing to negotiate in good faith with the Jersey City Superior Officers Association by unilaterally implementing a new shift schedule for staff officers without first negotiating in good faith.

B. That the City of Jersey City take the following affirmative action:

1. Immediately enter into negotiations with the Association concerning compensation for both patrol and staff officers for the unilaterally imposed increases in work days for the period November 1, 1994 to August 7, 1996.

2. Post in all places where notices to employees are customarily posted, copies of the attached notice marked as Appendix "A." Copies of such notice on forms to be provided by the Commission shall be posted immediately upon receipt thereof and, after being signed by the City's authorized representative, shall be maintained by it for at least sixty (60) consecutive days. Reasonable steps shall be taken to ensure that such notices are not altered, defaced or covered by other materials.

3. Notify the Chair of the Commission within twenty (20) days of receipt what steps the City has taken to comply with this order.



Edmund G. Gerber
Hearing Examiner

Dated: February 24, 1997
Trenton, New Jersey



RECOMMENDED



NOTICE TO EMPLOYEES

PURSUANT TO AN ORDER OF THE PUBLIC EMPLOYMENT RELATIONS COMMISSION AND IN ORDER TO EFFECTUATE THE POLICIES OF THE NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT, AS AMENDED,

We hereby notify our employees that:

WE WILL NOT interfere with, restrain or coerce employees in the exercise of their rights guaranteed by the Act, particularly by refusing to negotiate in good faith with the Jersey City Police Superior Officers Association concerning compensation for the unilateral increase in the number of days worked per year by patrol officers.

WE WILL NOT refuse to negotiate in good faith with the Jersey City Police Superior Officers Association concerning compensation for the unilateral increase in the number of days worked in a year by patrol officers.

WE WILL NOT interfere with, restrain or coerce employees in the exercise of rights guaranteed by the Act, particularly by unilaterally altering a term and condition of employment without negotiating in good faith with the Jersey City Superior Officers Association when it unilaterally altered the schedule of staff officers.

WE WILL NOT refuse to negotiate in good faith with the Jersey City Superior Officers Association by unilaterally implementing a new shift schedule for staff officers without first negotiating in good faith.

WE WILL immediately enter into negotiations with the Association concerning compensation for both patrol and staff officers for the unilaterally imposed increases in work days for the period November 1, 1994 to August 7, 1996.

Docket No. CO-H-95-51
CO-H-95-65 City of Jersey City
(Public Employer)

Date: _____ By: _____

This Notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced or covered by any other material

If employees have any question concerning this Notice or compliance with its provisions, they may communicate directly with the Public Employment Relations Commission, 495 West State Street, CN 429, Trenton, NJ 08625-0429 (609) 984-7372

APPENDIX "A"