

H.E. NO. 2016-6

STATE OF NEW JERSEY
BEFORE A HEARING EXAMINER OF THE
PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF NEWARK,

Respondent,

-and-

Docket No. CO-2014-268

NEWARK POLICE SUPERIOR
OFFICERS' ASSOCIATION, INC.,

Charging Party.

SYNOPSIS

A Hearing Examiner grants a motion for summary judgment filed by a majority representative on a Complaint alleging that the public employer negotiated in bad faith and refused to reduce a successor agreement to writing and to sign that agreement, violating section 5.4a(5), (6) and derivatively a(1) of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq.

The Hearing Examiner found that documents and certifications provided by the former Mayor and Chief Negotiator of the public employer set forth uncontested facts demonstrating that the majority representative and employer had reached a meeting of the minds on a successor (2013-2015) agreement, that an employer representative unilaterally inserted a sentence into the draft agreement that had not been negotiated over the objection of the majority representative and the employer refused to sign an agreement without the inserted sentence.

A Hearing Examiner's Report and Recommended Decision is not a final administrative determination of the Public Employment Relations Commission. The case is transferred to the Commission, which reviews the Report and Recommended Decision, any exceptions thereto filed by the parties, and the record, and issues a decision that 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 Chair 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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Appearances:

For the Respondent
Carmagnola & Ritardi, LLC, attorneys
(Barbara J. Stanton, of counsel)

For the Charging Party
John J. Chrystal III, President/Captain

HEARING EXAMINER'S DECISION ON
MOTION FOR SUMMARY JUDGMENT

On May 27, 2014, Newark Police Superior Officers' Association, Inc. (SOA) filed an unfair practice charge against the City of Newark (City). The charge alleges that on March 17, 2014, representatives of the City (including the Mayor) met with representatives of the SOA and agreed to specified terms of a successor collective negotiations agreement. The charge alleges that the parties met again the next day, March 18, and the City unilaterally and in bad faith added ". . . wording that was not in the original agreement," specifically, "That if not

specifically mentioned in this agreement or the 2009-2012 agreement that it would be null and void" was added to the "preamble of the [successor] agreement." The charge alleges that on March 18, in a meeting of representatives of both parties and immediately after a SOA representative objected to the allegedly and unilaterally added "wording," City representative and Corporation Counsel Ana Pereira, ". . . grabbed City Mayor [Luis] Quintana by the arm, leaned towards him and said: 'Mr. Mayor, I had to put this in here to protect you.'" The City's conduct allegedly violates section 5.4a(1), (5), (6) and (7)^{1/} of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. (Act).

On November 17, 2014, a Complaint and Notice of Hearing issued on allegations that the City violated section 5.4a(1), (5) and (6) of the Act. On December 1, 2014, the City filed an Answer denying most allegations, admitting that it attended a

^{1/} These provisions 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. (6) Refusing to reduce a negotiated agreement to writing and to sign such agreement. (7) Violating any of the rules and regulations established by the commission."

meeting on March 17, 2014 and denying that it violated the Act. It also asserts numerous defenses.

On April 1, 2015, the SOA filed a motion for summary judgment, together with a brief, certifications and exhibits. On April 6, the City requested and was promptly granted an extension of time, until April 22, to file a response. On April 21, the City requested and was granted another extension (with SOA's consent) to April 24 in which to file a reply. On April 27, 2015, the City filed a brief opposing the motion, together with a certification and exhibits. On April 27, the SOA filed a letter requesting that the Commission disregard as untimely the City's response, citing N.J.A.C. 19:10-2.1. On April 28, a Commission designee wrote to the SOA, advising that the City's response is accepted as timely filed because its brief was thirty-three minutes late, deviating slightly from the extension deadline. The designee wrote that under the circumstances, the reply complied with N.J.A.C. 19:10-3.1(b). On June 24, 2015, the Commission referred the motion to me for a decision. N.J.A.C. 19:14-4.8.

Summary judgment will be granted:

if it appears from the pleadings, together with the briefs, affidavits and other documents filed, there exists no genuine issue of material fact and the movant . . . is entitled to its requested relief as a matter of law. [N.J.A.C. 19:14-4.8(e)]

Brill v. Guardian Life Insurance Co. of America, 142 N.J. 520, 540 (1995), sets forth the standard to determine whether a "genuine issue" of material fact precludes summary judgment. The fact-finder must ". . . consider whether the competent evidential materials presented, when viewed in the light most favorable to the non-moving party, are sufficient to permit a rational fact-finder to resolve the alleged disputed issue in favor of the moving party." If that issue can be resolved in only one way, it is not a genuine issue of material fact. A motion for summary judgment should be granted cautiously -- the procedure may not be used as a substitute for a plenary hearing. Baer v. Sorbello, 177 N.J. Super. 182 (App. Div. 1981); Essex Cty. Ed. Serv. Comm., P.E.R.C. No. 83-65, 9 NJPER 19 (¶14009 1982). Applying these standards and relying upon the parties' submissions, I make the following:

FINDINGS OF FACT

1. SOA is the exclusive representative of about 200 superior officers in the titles of sergeant, lieutenant and captain employed in the police department of the City. SOA and the City signed a collective negotiations agreement extending from January 1, 2009 through December 31, 2012. Among its provisions are a "Preamble," and articles setting forth "Maintenance of Standards" (Article XVIII), "Wages" (Article

XXVIII) and "Fully Bargained Provisions" (Article XXIX). The Preamble provides:

This agreement is made and entered into on the date set forth below by and between the City of Newark . . . and the Police Superior Officers' Association of Newark, New Jersey, Inc. . . .

Signators to the expired agreement included then-Mayor Cory A. Booker and then-Business Administrator Michelle Thomas on behalf of the City and John J. Chrystal III, on behalf of the SOA. On January 20, 2010, the City Council approved a resolution ratifying the agreement.

2. The City operates under the Faulkner Act form of government, Mayor Council Plan-C, N.J.S.A. 40:69A-31, et seq. The Mayor negotiates contracts on behalf of the City, subject to approval of City Council. N.J.S.A. 40:69A-40(j).

3. Councilman Luis Quintana was Mayor of the City from October 31, 2013 until July 1, 2014. He was Deputy Mayor from 1986 to 1994. David Giordano was employed as Senior Advisor to former City Mayor Booker and Mayor Luis Quintana from December 1, 2010 to June 24, 2014. Mayor Quintana delegated to Giordano authority to negotiate successor collective negotiations agreements with three collective negotiations units represented by Fraternal Order of Police Lodge 12, Deputy Police Chiefs' Association and the SOA. Giordano was a member of the City's negotiations team.

4. On February 18, 2014, representatives of both parties met at 3 p.m. in the Mayor's Conference Room at 920 Broad Street, Newark. On behalf of the SOA, Captains Chrystal and Roman and Lieutenants Vickers and Martinez attended. On behalf of the City, David Giordano attended. The purpose of the meeting or the result of the meeting was (to achieve) a "[collective negotiations] agreement in principle" (para. 14, Giordano certification).

The parties had met several times before February 18 and exchanged proposals for purposes of collective negotiations on a successor agreement extending from 2013 through 2015.

On February 18, the parties "agreed in principle" to these terms:

1. a three-year agreement, 2013-2015, inclusive;
2. retroactive pay increases for the following years:
 - 2013 - 0%
 - 2014 - 2%
 - 2015 - 2%;
3. "survivor health care benefits" paid for the remaining month of the death [of the unit employee] and the two calendar months thereafter;
4. all other terms and conditions of employment remain in effect.

The participants then agreed to meet and sign a successor agreement with the City Mayor and Business Administrator in attendance.

5. On March 10, 2014, Giordano phoned SOA President Chrystal and advised that City Business Administrator Julian Neals instructed that contract negotiations are ". . . now on hold until the SOA provides the law department with all grievance settlements and side letter agreements, in order for the law department to have an opportunity to review the agreements" (para. 14, Giordano certification).

6. On March 11, SOA President Chrystal phoned Mayor Quintana and told him that Giordano had advised that negotiations were "on hold," pending the "SOA produc[tion] of past grievances and other documents." The Mayor told Chrystal that he thought that Giordano and he (Chrystal) ". . . had worked this out." The Mayor said to Chrystal, "This [will] be taken care of and we [will] get this done."

7. Mayor Quintana scheduled a meeting with the SOA for Monday, March 17, 2014 at 11 a.m. in the Business Administrator's office in order to "memorialize and sign a successor collective negotiations agreement." Quintana ordered chief negotiator Giordano ". . . to have an agreement ready for signatures regarding the agreed-upon terms and conditions of employment that

he negotiated with the SOA for the March 17 meeting" (para. 15 and 16, Quintana certification).

8. Quintana also ordered Giordano, Business Administrator Julian Neals and Chief Corporation Counsel Ana Pereira to attend the March 17 meeting, ". . . in order to sign a successor agreement" (para. 17, Quintana certification).

9. On March 17, 2014, representatives of both parties convened a meeting at 11 a.m. in the City Business Administrator's conference room. On behalf of the City, Mayor Quintana, Chief Negotiator Giordano, Business Administrator Neals and Chief Corporation Counsel Pereira attended. On behalf of the SOA, President Chrystal, First Vice-President Alexander Martinez, Secretary Gary Vickers and Treasurer Donald Robertella attended.

Chrystal and Giordano presented the terms of the successor agreement to Mayor Quintana. The specific terms set forth in finding no. 4 were ". . . carefully and slowly reiterated several times" in the Mayor's presence. The Mayor and Chrystal then ". . . stood up, shook each other's hand and said, 'We have a deal!'" (para. 21, Quintana certification).

Chrystal said: "Since we have all the decision-makers in the room, let's write the agreement up now and sign it." Pereira and Neals said that they "were busy and couldn't sign the agreement now." All agreed to meet the next day, March 18 at

4:30 p.m. in "the same place" (para. 20-25, Quintana certification; para. 20-25, Giordano certification).

10. On Tuesday, March 18, the parties met at 4:30 p.m. in the Business Administrator's office. On behalf of the SOA, Chrystal, Martinez, Vickers and Robertella attended. Corporation Counsel Pereira told the SOA team to "wait outside [i.e., the office]" while she "printed out the agreement."

Pereira took the prepared two-page "collective negotiations proposal between the City of Newark and the Police Superiors Officers' Association Newark, New Jersey, Inc." dated March 18, 2014 from Giordano. The document included the terms agreed-upon on March 17, 2014, together with this proviso immediately preceding the signature spaces: "This memorandum of agreement is contingent upon the ratification of the Police Superior Officers' Association Newark, N.J., Inc. and approval of the Newark Municipal Council." Giordano watched Pereira typing on a computer terminal (para. 29, Giordano certification; exhibit D, SOA motion). A short time later, Giordano said to Pereira and Neals, "You should tell the SOA what you're doing. This is going to be a deal breaker" (para. 31, Giordano certification).

During that time, Mayor Quintana spoke with SOA President Chrystal in the hallway outside the Business Administrator's Office. The Mayor's driver, detective Dennis Dominguez, was also present. Quintana told Chrystal that he didn't feel well and

could sign the agreement in the morning. Chrystal replied that Pereira was printing the agreement and it would take only a few minutes. Quintana agreed to wait (para. 28, 29, Quintana certification).

11. At 5:15 p.m., the Mayor, Chrystal and the Mayor's driver entered the Business Administrator's office. The Mayor also observed Pereira typing on a computer and she remarked that she would soon finish. Pereira printed an agreement for the Mayor's review. That agreement added (and did not otherwise change the agreement Pereira took from Giordano) this sentence: "In addition, any terms and conditions not set forth in the January 1, 2009 through December 31, 2012 collective bargaining agreement or this memorandum of agreement are null and void."

Chrystal ". . . then entered the conference and asked Pereira: 'Ana, what is this? We did not agree to this language. This is not what we agreed to [yesterday].'" The Mayor understood Chrystal's remark to refer to the quoted and "inserted" sentence in the Preamble. Pereira grabbed the Mayor's right arm, leaned towards him and said: "Mr. Mayor, I had to put this in here to protect you!" (para. 30-37, Quintana certification). Chrystal said: "We didn't agree to this! Maybe I was at a different meeting yesterday!" (para. 30, 32-38, Quintana certification). The Mayor neither knew of nor condoned

Pereira's "added wording," acknowledging that it was ". . . not agreed-upon [with the SOA]."

Pereira said that "we would need to come back another day to discuss this further." Chrystal replied: "We are all here today and supposed to sign the agreed-upon terms [upon which the Mayor and I shook hands!]." Neals and Pereira said they had other commitments and would have to meet later that evening. The parties never met again (para. 36, 37, Giordano certification).^{2/}

11. On March 26, 2014, Business Administrator Neals wrote to SOA President Chrystal, again demanding ". . . information concerning side agreements and contract grievances filed by the SOA against the City between May 1, 2006 and [March 25, 2014]." The City did not receive a reply from the SOA (para. 15, Pereira certification).

^{2/} Pereira's certification does not raise any material issue(s) of fact. For example, her certification reports that ". . . to the best of [her] recollection, there was never a 'meeting of the minds' at the March 17, 2014 [meeting] as to all of the proposed terms and conditions for a successor agreement between the SOA and the City" (para. 7, Pereira certification). Her certification does not contest either the specific terms repeatedly recounted by Giordano and Chrystal in that meeting or the announcement by Mayor Quintana and President Chrystal that they had reached "a deal."

Pereira certifies that the sentence she inserted into the two-page document was a "counter-proposal." In his certification, former Mayor Quintana disavowed Pereira's conduct and has represented that he reached an agreement on all successor terms with SOA President Chrystal.

ANALYSIS

The Act authorizes a public employer to reach a binding agreement with a majority representative on terms and conditions of employment. The employer may delegate to one or more representatives the authority to both negotiate and agree to a contract. N.J.S.A. 34:13A-5.3 provides in a pertinent part:

. . . [T]he majority representative and designated representatives of the public employer shall meet at reasonable times and negotiate in good faith with respect to grievances, disciplinary disputes and other terms and conditions of employment . . .

When an agreement is reached on the terms and conditions of employment, it shall be embodied in writing and signed by the authorized representatives of the public employer and the majority representative.

This portion of the Act neither addresses nor precludes ratification by a governing body, an action that the Commission has characterized as "the norm." Borough of Palmyra, P.E.R.C. No. 2008-5, 33 NJPER 207, 208 (¶75 2007), recon. granted P.E.R.C. No. 2008-16, 33 NJPER 232 (¶89 2007).

N.J.S.A. 34:13A-5.4a(5) makes it an unfair practice for an employer, its representatives or agents not to negotiate in good faith with a majority representative. Section 5.4a(6) makes it an unfair practice for an employer, its representatives or agents not to sign a negotiated agreement.

The City contends that the Commission does not have "jurisdiction" in this case; that the certifications provided by

former City Mayor Quintana and Senior Advisor/Chief Negotiator Giordano ". . . implicate significant attorney-client privilege issues," rendering them "inadmissible;" that material issues of fact persist; and that the motion is "premature" because discovery has not commenced.

I disagree. The Commission's statutory jurisdiction over the matters alleged in the Complaint is set forth in the previously-identified sections of 5.3 and 5.4 of the Act and in case law dating forty years. See, e.g., Bergenfield Bd. of Ed., P.E.R.C. No. 90, 1 NJPER 44 (1975).

Uncontested material facts substantially derived from admissions in certifications (not implicating any asserted attorney-client privilege) by former City Mayor Quintana and Senior Advisor/Chief Negotiator Giordano demonstrate that the disputed issue -- whether the parties reached a "meeting of the minds" on a successor agreement -- can be resolved only in favor of the SOA.

In order to determine if an agreement was achieved, the trier of fact must try to discover the intent of the parties. Interpretative devices include primarily, expressions in writing, such as a memorandum of agreement. See Kearny PBA Local No. 21 v. Town of Kearny, 81 N.J. 208, 221-222 (1979). The writings in this matter -- two unsigned, dated collective negotiations "proposals," one without the disputed waiver, the other with it

-- corroborate the detailed certifications. In the absence of a (signed) writing, I must determine if the parties reached a "meeting of the minds." North Caldwell Bd. of Ed., P.E.R.C. No. 90-92, 16 NJPER 261 (¶21110 1990); Borough of Fairlawn, H.E. No. 91-33, 17 NJPER 201 (¶22085 1991), adopted P.E.R.C. No. 91-102, 17 NJPER 262 (¶22122 1991); Washington Tp., H.E. No. 97-25, 23 NJPER 266 (¶28126 1997), adopted P.E.R.C. No. 98-63, 24 NJPER 4 (¶29002 1997).

Findings of fact numbers 4 through 9 demonstrate that the two principal representatives of both parties -- Mayor Quintana and SOA President Chrystal -- reached an agreement on all terms for a successor collective negotiations agreement, despite an extraneous condition interposed by Business Administrator Neals that was promptly scuttled or overridden by the Mayor.

On the next day in the chronology, March 18, 2014, the parties again gathered for the purpose of signing an agreement that precisely memorialized the agreed-upon terms. A representative of the City -- Corporation Counsel Ana Pereira, unilaterally inserted this sentence into the two-page document: "In addition, any terms and conditions not set forth in the January 1, 2009 through December 31, 2012 collective bargaining agreement or this memorandum of agreement are null and void." I find that her admission and excited utterance in the meeting among both parties' representatives, "Mr. Mayor, I had to put

this in here to protect you!," met by SOA President Chrystal's rejoinder, "We didn't agree to this! Maybe I was at a different meeting yesterday!," corroborates her conduct and carries no asserted attorney-client privilege because it was not spoken in confidence. See e.g., Kinsella v. Kinsella, 150 N.J. 276, 294 (1997). The City never signed the agreement.

Uncontested facts show that on March 17, 2014, the City and SOA achieved a "meeting of the minds" on all terms of a successor agreement; that on March 18, the City negotiated in bad faith by unilaterally inserting a contested sentence that was not collectively negotiated into the unsigned agreement; and refused to reduce the agreed-upon terms to writing and sign such an agreement. I find that these actions violated section 5.4a(5), (6) and derivatively a(1) of the Act.

RECOMMENDED ORDER

I recommend that the Commission ORDER:

A. That the City of Newark cease and desist from:

1. Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by the Act, particularly by refusing to negotiate in good faith with Newark Police Superior Officers' Association, Inc. by unilaterally inserting a contested sentence (i.e., "In addition, any terms and conditions not set forth in the January 1, 2009 through December 31, 2012 collective bargaining agreement or this

memorandum of agreement are null and void.") that was not collectively negotiated into the unsigned agreement (dated March 18, 2014) for a successor (2013-2015) contract.

2. Refusing to negotiate in good faith with a majority representative of employees in an appropriate unit concerning terms and conditions of employment in that unit, particularly by unilaterally inserting a contested sentence (i.e., "In addition, any terms and conditions not set forth in the January 1, 2009 through December 31, 2012 collective bargaining agreement or this memorandum of agreement are null and void.") that was not collectively negotiated into the unsigned agreement (dated March 18, 2014) for a successor (2013-2015) contract.

3. Refusing to reduce a negotiated agreement to writing and to sign such agreement, particularly by refusing to sign an agreement dated March 18, 2014 memorializing terms and conditions of employment that were agreed-upon the previous day (March 17, 2014) by former Mayor Luis Quintana and SOA President John Chrystal III. Those agreed-upon terms excluded this sentence: "In addition, any terms and conditions not set forth in the January 1, 2009 through December 31, 2012 collective bargaining agreement or this memorandum of agreement are null and void." The agreement, extending from January 1, 2013 through December 31, 2015 provided no wage increase in 2013, a

retroactive 2% increase in 2014 and 2% increase in 2015;
"survivor health care benefits" paid for the remaining month of
the death [of the unit employee] and the two calendar months
thereafter; and all other terms and conditions of employment
remain in effect.

B. Respondent City of Newark take the following
affirmative action:

1. Authorized representatives, including the
Mayor, shall forthwith sign and date the agreed-upon terms set
forth in the "Collective Negotiations Proposal Between the City
of Newark and the Police Superior Officers' Association Newark
New Jersey, Inc.," dated March 18, 2014, specifically identified
as Exhibit "D" in the SOA's motion for summary judgment.

2. Upon the City's receipt of the "Proposal"
signed by the SOA President (creating a fully-executed agreement)
and authorized advice that it has been ratified by SOA
membership, the City Council shall promptly be presented and
shall vote to approve or not approve an appropriate and
authorized resolution ratifying such agreement. (Authorized
signators of the agreement may not act inconsistently with their
signed approvals). The ratification vote shall take place in the
normal course of business for such voting.

3. Post in all places where notices to employees
are customarily posted, copies of the attached notice marked as

Appendix A. Copies of such notice shall, after being signed by the Respondent's authorized representative, be posted immediately and 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.

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

Jonathan Roth
Hearing Examiner

DATED: September 22, 2015
Trenton, New Jersey

Pursuant to N.J.A.C. 19:14-7.1, this case is deemed transferred to the Commission. Exceptions to this report and recommended decision may be filed with the Commission in accordance with N.J.A.C. 19:14-7.3. If no exceptions are filed, this recommended decision will 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. N.J.A.C. 19:14-8.1(b).

Any exceptions are due by October 2, 2015.



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 cease and desist from interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by the Act, particularly by refusing to negotiate in good faith with Newark Police Superior Officers' Association, Inc. by unilaterally inserting a contested sentence (*i.e.*, "In addition, any terms and conditions not set forth in the January 1, 2009 through December 31, 2012 collective bargaining agreement or this memorandum of agreement are null and void.") that was not collectively negotiated into the unsigned agreement (dated March 18, 2014) for a successor (2013-2015) contract.

WE WILL cease and desist from refusing to negotiate in good faith with a majority representative of employees in an appropriate unit concerning terms and conditions of employment in that unit, particularly by unilaterally inserting a contested sentence (*i.e.*, "In addition, any terms and conditions not set forth in the January 1, 2009 through December 31, 2012 collective bargaining agreement or this memorandum of agreement are null and void.") that was not collectively negotiated into the unsigned agreement (dated March 18, 2014) for a successor (2013-2015) contract.

WE WILL cease and desist from refusing to reduce a negotiated agreement to writing and to sign such agreement, particularly by refusing to sign an agreement dated March 18, 2014 memorializing terms and conditions of employment that were agreed-upon the previous day (March 17, 2014) by former Mayor Luis Quintana and SOA President John Chrystal III. Those agreed-upon terms excluded this sentence: "In addition, any terms and conditions not set forth in the January 1, 2009 through December 31, 2012 collective bargaining agreement or this memorandum of agreement are null and void." The agreement, extending from January 1, 2013 through December 31, 2015 provided no wage increase in 2013, a retroactive 2% increase in 2014 and 2% increase in 2015; "survivor health care benefits" paid for the remaining month of the death [of the unit employee] and the two calendar months thereafter; and all other terms and conditions of employment remain in effect.

WE WILL, by authorized representatives, including the Mayor, forthwith sign and date the agreed upon terms set forth in the "Collective Negotiations Proposal Between the City of Newark and the Police Superior Officers' Association Newark New Jersey, Inc." dated March 18, 2014, specifically identified as Exhibit "D" in the SOA's motion for summary judgment.

WE WILL, upon receipt of the "Proposal" signed by the SOA President (creating a fully-executed agreement) and authorized advice that it has been ratified by SOA membership, promptly present to the City Council an appropriate and authorized resolution ratifying such agreement the Council shall vote to approve or not approve the resolution. (Authorized signators of the agreement may not act inconsistently with their signed approvals). The ratification vote shall take place in the normal course of business for such voting.

Docket No. CO-2014-268

City of Newark
(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, PO Box 429, Trenton, NJ 08625-0429 (609) 984-7372