

P.E.R.C. NO. 2023-22

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

OLD TAPPAN BOROUGH,

Respondent,

-and-

Docket No. CO-2022-085

PBA LOCAL 206,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission grants the PBA's motion summary judgment on its unfair practice charge. The unfair practice charge alleges that the Borough violated N.J.S.A. 34:13A- 5.4a(1), (5) and (6), when the Borough refused to implement the parties' interest arbitration award, Docket No. IA-2021-001 (Award), including, but not limited to, provisions relating to salary terms and out-of-title pay. The Commission finds there is no genuine dispute of fact that the Borough has failed to pay the awarded salary increases and any compensation owed pursuant to the "Out of Title Pay" provision set forth in the Award. The Commission further finds that the terms set forth in the Award were enforceable and required to be implemented immediately, and thus, the Borough's repudiation of the terms of the Award for over a year constituted an unfair practice, violating 5.4a(5), and derivatively, 5.4a(1) of the Act. Lastly, the Commission finds the Borough also violated 5.4a(6) because the Borough's draft CNA materially altered the "Hourly Rate" and "Out of Title Pay" provisions, and thus, the Borough failed to accurately reflect the terms of the Award in its draft CNA and execute a new CNA based on the Award.

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 Respondent, Limsky Mitolo, attorneys
(Merick H. Limsky, of counsel and on the brief)

For the Charging Party, Trenk Isabel Siddiqi &
Shahdanian, P.C., attorneys (John L. Shahdanian, of
counsel and on the brief)

DECISION

On October 15, 2021, PBA Local 206 (PBA) filed an unfair practice charge (UPC) against Old Tappan Borough (Borough). The PBA's UPC alleges that the Borough violated the New Jersey Employer-Employee Relations Act (the Act), N.J.S.A. 34:13A-1 et seq., specifically 5.4a(1) through (7), when the Borough refused to implement the parties' interest arbitration award, Docket No. IA-2021-001 (Award), including, but not limited to, provisions relating to salary terms and out-of-title pay. On April 28, 2022, the Director of Unfair Practices (Director) issued a Complaint and Notice of Pre-Hearing on the alleged violations of

5.4a(1), (5) and (6)^{1/}, but declined to issue a Complaint on the 5.4a(2), (3), (4) and (7) allegations, finding that there were insufficient facts to support those allegations.

On June 27, 2022, the PBA filed a motion for summary judgment and supporting brief. On July 7, the Borough filed its opposition brief to the PBA's motion for summary judgment. On July 11, the Chair referred the case to the full Commission pursuant to N.J.A.C. 19:14-4.8(a). In support of its motion for summary judgment, the PBA filed a brief, exhibits, and the certification of its legal counsel, Merick H. Limsky. The Borough filed a brief, exhibits, and the certification of Anna Haverilla, the Borough Administrator. These facts appear.

The PBA is the exclusive representative of all police personnel (except the Chief) employed by the Borough. The previous CNA had a term of January 1, 2015 to December 31, 2018, which continues in effect. After multiple negotiations sessions for a successor agreement proved unsuccessful, the Borough, on August 13, 2020, filed a petition to Initiate Compulsory Interest

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."

Arbitration pursuant to N.J.S.A. 34:13A-16(b) (2) to resolve the impasse over terms for a successor CNA.^{2/}

On February 9, 2021, the interest arbitrator issued a 52-page conventional Award setting the terms of a successor CNA for a term of four years, from January 1, 2019 through December 31, 2022. Following the issuance of the Award, the Borough requested clarification only on the portion of the Award addressing retiree healthcare coverage, although the Award addressed numerous issues submitted by the parties, including the following subjects: "Term of the Agreement"; "Salaries"; "Detective Stipend"; "Outside Detail"; "Out of Title Pay"; and "Work Schedule." On April 29, in Old Tappan Bor., P.E.R.C. No. 2021-43, 47 NJPER 468 (¶110-2021), the Commission ordered the interest arbitrator "to provide clarification as to the Borough's final proposal seeking that retirees' healthcare coverage contribution be pursuant with levels set forth by P.L. 2011, c.78." On June 17, the arbitrator issued a remand award clarifying the sections regarding retiree healthcare coverage contributions in his

^{2/} The interest arbitration was not subject the 2% hard cap limitation of N.J.S.A. 34:13A-16.7. The 2% hard cap provision expired on January 1, 2018, pursuant to a sunset provision. See N.J.S.A. 34:13A-16.9 (providing the hard cap "shall apply only to collective negotiations between a public employer and the exclusive representative of a public police department or public fire department that relate to negotiated agreements expiring on [January 1, 2011] or any date thereafter until or on December 31, 2017...." The parties' CNA expired on December 31, 2018.

initial decision, which was in the Borough's favor. On August 26, the Commission affirmed the clarified interest arbitration award. Old Tappan Bor., P.E.R.C. No. 2022-4, 48 NJPER 107 (¶26 2021). Notably, a provision specifying the number of hours used to determine an officer's hourly rate of pay was not included in the Award. However, the Award did include the PBA's proposal that officers who perform the work of a supervisor in a higher rank should be compensated at the rate of pay of that higher rank. The parties did not file any further appeal of the Award.

On August 2, 2021, the Borough sent a draft CNA to PBA's counsel that included changes to the CNA that were not addressed in the Award. For example, the parties' expired CNA provides in a pertinent part:

| | |
|-------|--|
| 12:00 | HOURLY RATE |
| 12:01 | The sum of the employees' yearly base salary, his longevity pay, his college pay, his shift differential, and his holiday pay shall be divided by 1952 hours to determine the hourly rate of pay. (Emphasis added). |

In contrast, the Borough's forwarded draft CNA provides:

| | |
|-------|---|
| 12:00 | HOURLY RATE |
| 12:01 | The hourly rate of pay shall be determined by the sum of the Employee's yearly base salary, and, if applicable, his longevity pay, his college pay, his shift differential, and his holiday pay, divided by 2184 hours if the Employee is on the Modified Pitman |

Schedule as set forth in Section
11.00(B) of this Agreement.
(Emphasis added).

Regarding the PBA's proposed "Out of Title Pay" provision, the Award stated, "Any officers who performs [sic] the work of a supervisor, any rank above their own rank, will be compensated at the rate of pay of that higher rank for all hours actually worked in the higher rank." In contrast, the Borough's draft CNA regarding out-of-title pay provides:

58.00 OUT OF TITLE PAY

58.01 Any Officer who performs the work of a supervisor, any rank above their own rank, will be compensated at a rate of \$75.00 per shift that they work out-of-title, only if said Officer meets the appropriate criteria allowing them to be eligible for out-of-title pay. Out-of-Title pay requests must be submitted to the Chief by way of 'Out-of-Title Pay Request Form' and the Chief will determine whether said Officer's Out-of-Title Pay request is appropriate and thus approved or disapproved. The Out-of-Title Pay Request Form is attached hereto as Appendix "G." The Chief reserves the right to modify the Out-of-Title Pay Request Form as he/she deems appropriate.

On August 3, the PBA's counsel responded to the Borough's draft CNA as follows:

John, I haven't even read the whole draft yet, but there is no way we are signing anything that has unilateral changes that were not awarded. Specifically, you changed the number of hours that determines the hourly rate. In addition, the members have not had their pay adjusted even though it was not contested, and no back pay has been paid. There is also the ridiculous position

regarding out-of-title work. Unless you tell me that it was a mistake, the PBA will be filing an unfair practice charge.

That same day, Borough Counsel responded via email:

Read the entire draft. You will see why the changes were made. They were necessitated by the ruling. The number of hours is the standard Pitman schedule. You can't get a 12 hour schedule and have it based on 1954.

As we have discussed ad nauseam, once the contract is signed, all back pay due will be addressed.

If you have edits or suggestions, feel free to send them over.

On August 4, PBA's counsel responded as follows:

I am not debating this with you. This change in hours was knowingly done by you and the employer. It was not 'necessitated' by anything. In fact, it has been that way for many years under the 12 hour schedule. The arbitrator did not address the issue. I did read the whole draft. I am not making suggestions. Unless this is taken out, there will be no signed agreement and we will be filing an unfair practice. There also is no reason why their pay has not been changed for over six months when there was no dispute. Additionally, the 'form' for out-of-title pay is ridiculous.

Following the parties' disagreement over their interpretation of the Award, the parties met without attorneys on August 31, 2021 to discuss numerous issues regarding implementation of the Award and execution of the successor CNA. On September 8, the Borough sent the PBA a proposal on several issues discussed at the August 31 meeting. On September 13, the

PBA accepted most of the Borough's proposals with some exceptions. On September 21, the Borough rejected the PBA's counter offer, rescinded its September 8th proposal, and insisted that the draft CNA forwarded by Borough Counsel on August 2 "needs to be signed." On September 24, Borough Counsel emailed PBA Counsel the following:

The Borough wants the PBA to sign the new agreement. If they don't have it by Monday they are going to consider their options with PERC. Just wanted to give you a heads up.

That same day, PBA Counsel replied, "There is no way the PBA is signing the agreement John. Feel free to file with PERC." The PBA did not sign the draft CNA, objecting that it did not incorporate the terms of the Award, and the Borough filed its UPC, Docket No. CE-2022-002, on September 28.^{3/}

The Borough certifies that the parties further met to discuss a successor CNA on November 18, 2021 and March 17, 2022. The Borough further certifies that, on June 12, 2022, the Borough requested to discuss the Award interpretation issues, but to date

^{3/} The Director of Unfair Practices refused to issue a Complaint on the Borough's UPC and the Commission sustained the Director's decision at its October 2022 meeting. The Commission found that the Director properly refused to issue a complaint because the PBA engaged in and completed the compulsory interest arbitration process, and based on the Director's plain reading of the Award, the PBA had legitimate concerns that the Borough's draft CNA made material changes to the terms set forth in the Award. As such, the PBA was not required to negotiate over terms and conditions settled by the Award. See P.E.R.C. No. 2023-14.

the PBA has not replied to the Borough's request. The Borough has not implemented the awarded salary increases, the members of the PBA have been, and continue to be, paid at the 2018 salary rates for outside details. Further, the Borough has not implemented the salaries, paid retroactive pay, paid for out-of-title work or complied with any portion of the Award. The Borough asserts that interpretation of the Award still remains in dispute, namely that the change in the number of hours was required by the award of a 12-hour Pitman schedule.

Summary judgment will be granted if there are no material facts in dispute and the movant is entitled to relief as a matter of law. Brill v. Guardian Life Ins. Co. of America, 142 N.J. 520, 540 (1995); Judson v. Peoples Bank & Trust Co., 17 N.J. 67, 73-75 (1954). N.J.A.C. 19:14-4.8(e) provides:

If it appears from the pleadings, together with the briefs, affidavits and other documents filed that there exists no genuine issue of material fact and that the movant or cross-movant is entitled to its requested relief as a matter of law, the motion or cross-motion for summary judgment may be granted and the requested relief may be ordered.

In determining whether there exists a "genuine issue" of material fact that precludes summary judgment, we 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 non-moving party.” Brill, 142 N.J. at 540. We “must grant all the favorable inferences to the non-movant.” Id. at 536. A motion for summary judgment should be granted with extreme caution and may not be substituted for a plenary trial. Baer v. Sorbello, 177 N.J. Super. 183, 185 (App. Div. 1981), certif. denied, 87 N.J. 388 (1981). Summary judgment “should be denied unless the right thereto appears so clearly as to leave no room for controversy.” Saldana v. DeMedio, 275 N.J. Super. 488, 495 (App. Div. 1995).

The PBA argues that the Commission should grant its motion for summary judgment because there are no material facts in dispute and the Borough has blatantly repudiated the terms set forth in the Award, which is a violation of 5.4a(1), (5) and (6). The PBA asserts that since the Award was issued, over a year ago, the Borough has refused to pay the awarded salary increases, despite the Borough not appealing or disputing those salary increases, on the condition that the PBA execute the Borough’s draft CNA, which contained material changes to the terms set forth in the Award including the contractual number of hours used to determine the hourly rate of pay. The PBA maintains that the Borough’s refusal to implement the salary increases has resulted in the officers being incorrectly paid for outside details at the overtime rate of each officer. Further, the Borough has not compensated officers for working out-of-title work in accordance

with the "Out of Title Pay" provision in the Award, which required that officers performing such work be paid the higher rank's rate of pay. Moreover, based on the clarified Award, the Borough has mandated retirees contribute to their healthcare costs, but those retirees have not been given their retroactive pay pursuant to the Award. The PBA argues that once the Award was final, it became the binding contract upon the parties, and that an interest arbitration award must be implemented immediately. The PBA argues that the Borough has held retroactive pay, salary increases, and out-of-title pay hostage, despite the statutory requirement to implement the Award immediately, to coerce the PBA to execute the draft CNA that reduces the benefits provided by the Award.

The Borough argues that the Commission should deny the PBA's motion for summary judgment because there are disputed material facts, namely the parties dispute the terms set forth in the Award. The Borough argues, relying on In re Borough of Bergenfield, No. A-3495-19, 2021 N.J. Super. Unpub. LEXIS 2398, (App. Div. Oct. 5, 2021), that due to the parties' different interpretations of the Award, the interest arbitrator would need to clarify the disputed terms prior to a CNA being memorialized and executed. The Borough asserts that, according to Bergenfield, this is not an issue of contractual interpretation to be resolved by the Commission in a UPC or by the CNA's

grievance arbitration process. Therefore, the Borough asserts that summary judgment is inappropriate prior to such a clarification by the interest arbitrator. The Borough disputes the PBA's assertion that the clarified Award regarding retirees' healthcare contributions has been implemented; rather, the Borough certifies that no part of the Award has been implemented. The Borough further argues that its draft CNA did not make unilateral changes to the terms set forth in the Award, but rather, it sent a draft CNA to the PBA for feedback in order to finalize a successor CNA. The Borough concludes that the parties' dispute over the interpretation of the Award along with the issue of whether the Borough in fact made unilateral changes in its draft CNA are both issues that the Commission is not permitted to determine pursuant to Bergenfield, and thus, summary judgment would be inappropriate and must be denied.

_____ Public employers are prohibited from "[r]efusing 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." N.J.S.A. 34:13A-5.4a(5). The New Jersey Supreme Court reiterated this statutory duty to negotiate:

Thus, employers are barred from "unilaterally altering . . . mandatory bargaining topics, whether established by expired contract or by past practice, without first bargaining to impasse." Bd. of Educ. v. Neptune Twp. Educ. Ass'n, 144 N.J. 16, 22, 675 A.2d 611 (1996)

(citation omitted); accord Galloway Twp. Bd. of Educ. v. Galloway Twp. Educ. Ass'n, 78 N.J. 25, 48, 393 A.2d 218 (1978) (finding Legislature, through enactment of EERA, "recognized that the unilateral imposition of working conditions is the antithesis of its goal that the terms and conditions of public employment be established through bilateral negotiation").

[Atlantic Cty., 230 N.J. 237, 252 (2017).]

Public employers are also prohibited from "[i]nterfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this Act." N.J.S.A. 34:13A-5.4a(1). This provision will be violated derivatively when an employer violates another unfair practice provision. Lakehurst Bd. of Ed., P.E.R.C. No. 2004-74, 30 NJPER 186 (¶69 2004).

The Commission will "find an unfair practice in cases in which an employer has repudiated a contract clause that is so clear that an inference of bad faith arises from a refusal to honor it." Bridgewater Tp., P.E.R.C. No. 95-28, 20 NJPER 399, 400 (¶25202 1994), aff'd, 21 NJPER 401 (¶26245 App. Div. 1995). Repudiation may also occur when an employer ". . . has changed the parties' past and consistent practice in administering a disputed clause." State of New Jersey (Human Services), P.E.R.C. No. 84-148, 10 NJPER 419, 421 (¶15191 1984).

Section 5.4a(6) of the Act prohibits public employers from refusing to reduce collective negotiations agreements to writing and sign such agreements. N.J.S.A. 34:13A-5.4a(6); Borough of

Leonia, P.E.R.C. No. 2008-3, 33 NJPER 204 (¶73 2007). In the context of interest arbitration, the Commission has interpreted Section 5.4a(6) as requiring employers to reduce interest arbitration awards to a written CNA that accurately reflects the terms of the award and sign that agreement. Leonia, 33 NJPER at 205; Borough of North Arlington, P.E.R.C. No. 2014-64, 40 NJPER 443 (¶154 2014); Pemberton Tp., D.U.P. No. 2002-12, 28 NJPER 226, 227 (¶33080 2002) (Employer did not violate the Act by implementing and drafting a CNA that “. . . comported with the plain meaning of the [interest] arbitrator’s decision”). As the Commission explained in Leonia:

Interest arbitration is a binding procedure for settling contracts involving police officers and firefighters. An arbitrator’s award is final and binding unless vacated or modified on appeal. An award that is not appealed must be implemented immediately. Consistent with the obligation to implement the award is the obligation to reduce the award to writing and sign it. There is no duty to negotiate further after an award issues.

[Leonia, 33 NJPER at 205 (internal citations omitted)].

N.J.S.A. 34:13A-14(a) states that compulsory interest arbitration affords “an alternate, expeditious, effective and binding procedure for the resolution of disputes.” (emphasis added). N.J.S.A. 34:13A-16f(5) (b) states that “an arbitrator’s award shall be implemented immediately.” see also N.J.A.C.

19:16-5.7(n). An interest arbitration award is not intended to be the starting point for further negotiations that could lead to further impasse, but rather, it is intended to be a final and binding resolution to such impasse. Leonia, supra; Cty. Of Burlington Cty., P.E.R.C. No. 2023-13 ___ NJPER ___ (§ ____).

The Award set forth the following regarding "Salaries":

Salary increases of 1%-1%, effective January 1, and July 1, 2019; 2%, effective January 1, 2020; 2%, effective January 1, 2021; 2% effective January 1, 2022; (which makes year one 1.5%) for officers who are not on the 2015 step guide.

Salary guide for hires after 2015 shall be adjusted as follows:

There shall be 11 steps.

One time increase of 4% for existing figures for step years Prob. Grade 1-10. The top step of the guide shall be \$117,000.00; and 2% annual salary increase for those officers out of the step guide.

All increases unless otherwise specified will take effect on January 1, 2019.

[Award at 51.]

Regarding out-of-title pay, the Award stated, "Any officers who performs [sic] the work of a supervisor, any rank above their own rank, will be compensated at the rate of pay of that higher rank for all hours actually worked in the higher rank."

If there is a dispute between a majority representative and employer about the interpretation of an interest arbitrator's award, ". . . a party must appeal to the Commission in the first

instance to seek clarification [of the award] or the appellant is deemed to have waived the appeal right." Bloomfield Tp., P.E.R.C. No. 2012-44, 38 NJPER 323, 324 (¶107 2012). Such an appeal must be filed within fourteen (14) calendar days of a party's receipt of an interest arbitration award. N.J.S.A. 34:13A-16(f) (5) (a); N.J.A.C. 19:16-8.1. Thus, any remand to the interest arbitrator by the Commission or courts is only contemplated within the confines of the statutory appeal process. Neither party appealed this Award.

Here, there is no genuine dispute of fact that the Borough has failed to pay the awarded salary increases and any compensation owed pursuant to the "Out of Title Pay" provision. The Borough's justification for its failure to immediately implement the Award appears to be the parties' dispute over the number of hours used to calculate the hourly rate of pay for the 12-hour Pitman schedule. We find no merit to this argument. Regarding the "Work Schedule", the Award states:

The PBA has proposed to have their 12-hour work schedule placed in the CNA. The Borough has not offered a proposal or rejection of the PBA's proposal. The PBA argues the police department has been operating under a twelve-hour schedule since at least 2016. Every year that agreement is renewed.

* * *

Award:

The 12-hour work schedule currently in effect will be placed into the parties CNA.

[Award at 49.]

The Award granted the PBA's unchallenged proposal regarding the 12-hour Pitman schedule and acknowledged that the Borough has been operating under that schedule since 2016. Neither party proposed a change to the CNA's Article 12.01 (Hourly Rate provision), including the 1,952 hours articulated therein, and the Award made no modification to that provision; therefore, that unmodified provision continues in effect.^{4/}

The Borough asserts that it only became aware of the dispute regarding the interpretation of the Award after it sent its draft CNA to the PBA, which the PBA rejected. The inability of the parties to foresee their disagreement over the CNA and file a timely appeal does not change the finality of the Award and its creation of an enforceable agreement. Thus, we find that the Award, including, but not limited to, the Award's Section 2 ("Salary Increases") - which includes the effective date of January 1, 2019 for those salary increases - and Section 6 ("Out of Title Pay"), were enforceable and required to be implemented at least as early as August 26, 2021, the date that the Commission affirmed the remand Award. The Borough's repudiation of the terms of the Award for over a year constituted an unfair

^{4/} The Award (at 13), states, "[t]he decision, hereunder, is to award or deny any individual issue in dispute as part of the overall terms that have been awarded, along with the continuation of contract terms and benefits that are not in dispute." (Emphasis added).

practice, violating 5.4a(5), and derivatively, 5.4a(1) of the Act.

We now turn to the Borough's contention that Bergenfield requires that only the interest arbitrator can clarify disputes over the interpretation of the Award and that such disputes cannot be resolved by the Commission in a UPC or through the parties' contractual grievance procedure. Bergenfield is distinguishable from the instant matter because it focused on the significance of the interest arbitrator's calculations of the now expired 2% "hard" cap on average annual increases to base salary and how the union's interpretation of that award's salary agreement might violate that statutory cap. Burlington, supra. However, the expired 2% "hard" cap is not applicable to the present dispute. Bergenfield does not support the Borough's broad assertion that it may re-open a final, binding interest arbitration award that has not been appealed. Nor does Bergenfield obviate the Commission's authority to enforce the Act and adjudicate unfair practices, which includes finding that an employer repudiated the clear terms set forth in an interest arbitration award, as is the case here.^{5/}

^{5/} Regarding the interest arbitrator's jurisdiction to clarify final and binding awards, we note that Section 6(D)(1) of the "Code of Professional Responsibility for Arbitrators of Labor-Management Disputes" provides that "No clarification or interpretation of an award is permissible without the consent of both parties". Here, the parties do not consent
(continued...)

Lastly, for all the reasons discussed above, the Borough also violated 5.4a(6)'s requirement to reduce an interest arbitration award to a written CNA and execute it. The Borough's draft CNA materially altered the "Hourly Rate" and "Out of Title Pay" provisions. Thus, the Borough failed to accurately reflect the terms of the Award in its draft CNA and execute a new CNA based on the Award.

For all the foregoing reasons, we grant the PBA's motion for summary judgment due to the Borough's failure to implement the terms of the Award at least as early as August 26, 2022, the date the Commission affirmed the Remand Award. We deny the PBA's request for pre-judgment interest and attorney's fees.

ORDER

1. The PBA's motion for summary judgment is granted.

2. The Borough is ordered to:

A. 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 repudiating Section 2 ("Salaries") and Section 6 ("Out of Title Pay") of the Award, and by failing to

5/ (...continued)
to further clarification of the Award by the interest arbitrator and the period for filing an appeal of the Award has lapsed.

immediately implement the required payments pursuant to the Award's terms.

2.) Refusing to negotiate in good faith with the PBA concerning terms and conditions of employment of employees in its unit, particularly by repudiating Section 2 ("Salaries") and Section 6 ("Out of Title Pay") of the Award and by failing to immediately implement the required payments pursuant to the Award's terms.

3.) Refusing to reduce a negotiated agreement to writing and to sign such agreement, particularly by refusing to reduce terms set forth in the Award into a new CNA and executing same.

B. Take the following action:

1.) Within thirty (30) days of this decision, implement all terms of the Award and pay all required salary payments owed pursuant to the Award, inclusive of any retroactive payments in accordance with the effective dates set forth in the Award.

2.) Reduce the terms of the Award into a new CNA and execute same.

3.) Post in all places where notices to employees are customarily posted, copies of the attached notice marked as "Appendix A." Copies of such, on forms to be provided by the Commission, will be posted immediately upon receipt thereof and

after being signed by the Respondent's authorized representative will be maintained by it for at least sixty (60) consecutive days. Reasonable steps will be taken by the Respondent to ensure that such notices are not altered, defaced or covered by other materials; and,

4.) Within twenty (20) days of receipt of this order, notify the Chair of the Commission regarding what steps the Respondent has taken to comply with this order.

BY ORDER OF THE COMMISSION

Chair Weisblatt, Commissioners Bonanni, Ford and Papero voted in favor of this decision. None opposed. Commissioner Voos was not present.

ISSUED: December 15, 2022

Trenton, New Jersey



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 repudiating Section 2 ("Salaries") and Section 6 ("Out of Title Pay") of the Award, and by failing to immediately implement the required payments pursuant to the Award's terms.

WE WILL cease and desist from refusing to negotiate in good faith with the PBA concerning terms and conditions of employment of employees in its unit, particularly by repudiating Section 2 ("Salaries") and Section 6 ("Out of Title Pay") of the Award and by failing to immediately implement the required payments pursuant to the Award's terms.

WE WILL cease and desist from refusing to reduce a negotiated agreement to writing and to sign such agreement, particularly by refusing to reduce terms set forth in the Award into a new CNA and executing same.

WE WILL within thirty (30) days of this decision, implement all terms of the Award and pay all required salary payments owed pursuant to the Award, inclusive of any retroactive payments in accordance with the effective dates set forth in the Award.

WE WILL reduce the terms of the Award into a new CNA and execute same.

Docket No. CO-2022-085

OLD TAPPAN BOROUGH
(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) 292-9830