

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF NEWARK,

Respondent,

-and-

Docket Nos. CO-H-96-306  
CO-H-96-323  
CO-H-96-324

DISTRICT 6, INTERNATIONAL UNION  
OF INDUSTRIAL, SERVICE, TRANSPORT AND  
HEALTH EMPLOYEES,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission finds that the City of Newark violated the New Jersey Employer-Employee Relations Act when it delayed consideration of the contract between the City and District 6, International Union of Industrial, Service, Transport and Health Employees to assist another union in filing a representation petition seeking to represent the City's sanitation employees. The Commission dismisses the allegations that the City refused to reduce a negotiated agreement to writing because all of the tentative agreement contingencies had not been met.

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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DISTRICT 6, INTERNATIONAL UNION  
OF INDUSTRIAL, SERVICE, TRANSPORT AND  
HEALTH EMPLOYEES,

Charging Party.

Appearances:

For the Respondent, Michael Holler-Gregory, Corporation  
Counsel (Wendy Young, Assistant Corporation Counsel)

For the Charging Party, Markowitz & Richman, attorneys  
(Jonathan Walters, of counsel)

DECISION AND ORDER

On April 10 and 25, 1996, District 6, International Union  
of Industrial, Service, Transport and Health Employees filed unfair  
practice charges against the City of Newark. The charges allege  
that the City violated the New Jersey Employer-Employee Relations  
Act, N.J.S.A. 34:13A-1 et seq., specifically subsections 5.4(a)(1),  
(5) and (6),<sup>1/</sup> by refusing to sign and implement a collective

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<sup>1/</sup> 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

negotiations agreement and by taking sides in an inter-union dispute by delaying ratification of a contract.

On May 9, 1996, Complaints and an order consolidating the cases for hearing were issued. The parties then filed cross-motions for summary judgment that were referred to Hearing Examiner Susan Wood Osborn.

On July 17, 1996, the Hearing Examiner issued a report and recommendations. H.E. No. 97-3,   NJPER   (1996). She found that the City had delayed consideration of the tentative agreement to assist a rival union in filing a representation petition. By way of remedy, she recommended that District 6 be given 30 days to ratify the tentative agreement and that the City Council then be given 30 days to conduct a ratification vote. Under this recommendation, if District 6's membership ratifies and the City Council approves, there will be a contract. If the union membership fails to ratify, there will be no contract. The issue of the timeliness of a representation petition filed by a rival union would be addressed by the Director of Representation.

On August 13, 1996, District 6 filed exceptions. It contends that District 6 already ratified the tentative agreement

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1/ Footnote Continued From Previous Page

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."

and that, but for the City's unlawful delay, the contract would have been approved. It also contends that the City's approval of the tentative agreement should bar the processing of the pending representation petition.

On August 20, 1996, the City filed an answering brief urging adoption of the recommended decision.

We have reviewed the record. We incorporate the Hearing Examiner's undisputed findings of fact (H.E. at 4-7).

The City made a written offer to District 6 containing substantive terms for a new contract. The offer concluded with this language:

All other terms and conditions of the collective bargaining agreement except as modified above shall remain in full force and effect. The acceptance of this offer is subject to ratification by the union membership, approval by the City Administrator, and passage of a resolution by the Newark Municipal Council.

District 6 accepted the offer and both parties signed it.

On February 9, 1996, District 6's president notified the City that the union's executive board had approved the contract. The City Council scheduled a vote on approving the contract for its March 27 meeting. The City Council's president then notified District 6 that the vote had been delayed to give a rival union more time to collect employee signatures and file a representation petition with the Commission. On April 9, that petition was filed (RO-96-109). The Director of Representation has notified the parties that further processing of RO-96-109 has been blocked pending resolution of these unfair practice charges.

Summary judgment will be granted:

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 the movant ... is entitled to its requested relief as a matter of law....

[N.J.A.C. 19:14-4.8(d)]

Any inferences must be drawn against the moving party and in favor of the party opposing the motion. A motion for summary judgment should be granted with extreme caution -- the procedure may not be used as a substitute for a plenary trial. Brill v. Guardian Life Insurance Co. of America, 142 N.J. 520, 540 (1995); Baer v. Sorbello, 17 N.J. Super. (App. Div. 1981); Essex Cty. Ed. Serv. Comm., P.E.R.C. No. 83-65, 9 NJPER 19 (¶14009 1982); State of New Jersey (Dept. of Human Services), P.E.R.C. No. 89-52, 14 NJPER 695 (¶19297 1988).

The Hearing Examiner found that, under the parties' agreement, District 6's membership had to ratify the tentative agreement before the City was obligated to conduct its approval vote. Because only District 6's executive board had approved the agreement, the Hearing Examiner concluded that the City had not refused to negotiate in good faith by not voting on whether to approve the contract. After the Hearing Examiner issued her report, District 6 notified us that its membership had ratified the contract. We need not consider this aspect of the report or the effect of the ratification vote because the Hearing Examiner independently found that the City violated subsection 5.4(a)(1) by delaying consideration of the contract to give the rival union more

time to collect signatures. We adopt that finding and the recommended remedy.

At the time the City Council scheduled its approval vote, it believed that District 6 had met its ratification obligations. The only reason for the City's delay in considering ratification was the desire to give the rival union more time to collect signatures. That delay violated subsection 5.4(a)(1).<sup>2/</sup>

Finally, the Hearing Examiner recommended dismissing the subsection 5.4(a)(6) allegation because all of the tentative agreement contingencies had not been met. We accept that recommendation.

ORDER

The City of Newark is ordered to:

A. Cease and desist from interfering with, restraining or coercing employees in the exercise of their rights under the Act, particularly by delaying a Council vote to consider approving District 6's contract to assist another union in filing a representation petition seeking to represent the City's sanitation employees.

B. Take this action:

1. If District 6 establishes within 30 days that its membership in this unit has voted to ratify the tentative contract,

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<sup>2/</sup> Should the City approve the contract, the Director of Representation must decide whether the contract bars processing of RO-96-109. If District 6 objects to the Director's decision on that issue, it may file a request for review. See N.J.A.C. 19:11-8.1.


the City Council will within 30 days conduct a contract approval vote.

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 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.

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

The remaining allegations are dismissed.

BY ORDER OF THE COMMISSION

  
Millicent A. Wasell  
Acting Chair

Acting Chair Wasell, Commissioners Boose, Finn and Ricci voted in favor of this decision. None opposed. Commissioners Buchanan, Klagholz and Wenzler were not present.

DATED: November 19, 1996  
Trenton, New Jersey  
ISSUED: November 20, 1996



# 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 delaying a Council vote to consider approving District 6's contract to assist another union in filing a representation petition seeking to represent the City's sanitation employees.

If District 6 establishes within 30 days that its membership in this unit has voted to ratify the tentative contract, the City Council will within 30 days conduct a contract approval vote.

Docket Nos. CO-H-96-306; CO-H-96-323  
and CO-H-96-324

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, CN 429, Trenton, NJ 08625-0429 (609) 984-7372

APPENDIX "A"



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

In the Matter of

CITY OF NEWARK,

Respondent,

-and-

DISTRICT #6, I.U.I.S.T.H.E.,

Charging Party.

Docket Nos. CO-H-96-306  
CO-H-96-323  
CO-H-96-324

SYNOPSIS

A Hearing Examiner of the Public Employment Relations Commission recommends that the Commission grant the Respondent's Motion for Summary Judgment and find that the City did not violate subsections 5.4(a)(5) and (6) of the Act when City Council refused to vote on approval of a tentative agreement and failed to sign the agreement. The Hearing Examiner finds that the City was not obligated to do either in light of the union's failure to satisfy the express terms of a settlement agreement requiring ratification by the full membership.

The Hearing Examiner further recommends that the Commission grant the Charging Party's Motion for Summary Judgment and find that the City did violate subsection 5.4(a)(1) of the Act when it delayed the Council approval vote specifically to assist a rival organization in filing a representation petition seeking to represent the unit employees.

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.

H.E. NO. 97-3

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

In the Matter of

CITY OF NEWARK,

Respondent,

-and-

DISTRICT #6, I.U.I.S.T.H.E.,

Charging Party.

Docket Nos. CO-H-96-306  
CO-H-96-323  
CO-H-96-324

Appearances:

For the Respondent,  
Michael Holler-Gregory, Corporation Counsel  
(Philip Dowdell, Asst. Corp. Counsel;  
Wendy Young, Asst. Corp. Counsel)

For the Charging Party,  
Markowitz & Richman, attorneys  
(Jonathan Walters, of counsel)

**HEARING EXAMINER'S REPORT AND RECOMMENDED DECISION  
ON MOTION AND CROSS-MOTION FOR SUMMARY JUDGMENT**

On April 10 and 25, 1996, District 6 filed unfair practice charges with the Public Employment Relations Commission alleging that the City of Newark violated subsections 5.4(a)(1), (5) and (6) of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq.<sup>1/</sup>

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<sup>1/</sup> These subsections prohibit public employers, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the

Specifically, District 6 alleges in its first charge (CO-96-306) that since on or about March 27, 1996<sup>2/</sup> the City refused to negotiate in good faith with District 6 and refused to sign and implement a collective agreement. Attached to and made a part of its charge are affidavits from District 6 President William Perry, Secretary Francis Winn, and Business Agent Nephty Cruz, generally stating that after District 6 had reached a tentative agreement with the City, the City Council delayed its approval vote in order to assist a rival organization in filing an election petition before the Commission. In its second charge (CO-96-323), District 6 alleges that the City Council "took sides" in an inter-union dispute by delaying ratification of a contract and thus prevented the payment of contract raises to unit members. In its third charge (CO-96-324), District 6 alleges that the City, since on or about February 9, refused to negotiate in good faith and failed to implement the collective negotiations agreement and pay employees their increases.

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1/ Footnote Continued From Previous Page

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."

2/ All events in this matter occurred in 1996 unless otherwise noted.

On May 9, the Director of Unfair Practices issued a Complaint, Notice of Hearing, and Order consolidating the charges together for hearing. Hearings were scheduled to begin June 13. On May 29, the City filed an Answer to the Complaint. On June 7, it filed an Amended Answer and Motion for Summary Judgment. On June 25, District 6 filed a response and Cross Motion for Summary Judgment. The City filed a response to the cross motion on July 2. The parties have agreed to postpone the scheduled hearing dates. The Commission Acting Chair has referred the motions to me for disposition. N.J.A.C. 19:14-4.8(a).

The affidavits annexed to the first charge detail a course of events from negotiations for a successor contract culminating in a tentative agreement the parties reached in January, through events in late March, 1996. The content of the three affidavits is identical. The City's answer does not deny the allegations specifically stated in the charge or the attached affidavits. Therefore, the allegations are deemed to be true. N.J.A.C. 19:14-3.1. Accompanying the City's motion was the January 30 tentative agreement and District 6's February 9 letter confirming ratification by its executive board. Both parties submitted legal argument on the issues.

Summary judgment will be granted:

...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 the movant...is entitled to its requested relief as a matter of law... [N.J.A.C. 19:14-4.8(d)].

Rulings on motions for summary judgment require that any inferences be drawn against the moving party and in favor of the party opposing the motion. No credibility determinations are made and the motion must be denied if material factual issues exist. N.J.A.C.

19:14-4.8(d). Whether a "genuine issue" exists (which precludes summary judgment) depends on whether "the competent evidential materials presented, when viewed in the light most favorable to the non-moving party, are sufficient to permit a rational factfinder to resolve the alleged disputed issue in favor of the non-moving party." Brill v. Guardian Life Insurance Co. of America, 142 N.J. 520, 540 (1995). A motion for summary judgment should be granted with extreme caution -- the procedure may not be used as a substitute for a plenary trial. Baer v. Sorbello, 17 N.J. Super. (App. Div. 1981); Essex Cty. Ed. Serv. Comm., P.E.R.C. No. 83-65, 9 NJPER 19 (¶14009 1982); N.J.. Dept. of Human Services, P.E.R.C. No. 89-52, 14 NJPER 695 (¶19297 1988).

Applying these standards, and relying upon the undenied facts as set forth in District 6's charge and accompanying affidavits, and the supporting documents filed with the City's Motion in this matter, I make the following:

#### FINDINGS OF FACT

1. District 6 represents the City's sanitation employees. The most recent contract between the parties covering this unit expired December 31, 1995.

2. Prior to its expiration, the parties engaged in negotiations for a successor contract. Negotiations continued into January, 1996.

3. On January 30, 1996, the City made a written offer to District 6, containing substantive terms for a new four-year contract for 1996-1999. The offer included salaries for each employee classification and specific changes in drug and life insurance. The offer concludes with the following language:

All other terms and conditions of the collective bargaining agreement except as modified above shall remain in full force and effect. The acceptance of this offer is subject to ratification by the union membership, approval by the City Administrator, and passage of a resolution by the Newark Municipal Council.

4. District 6 accepted this offer and both parties signed it. The document is signed by City Business Administrator Glenn Grant, Personnel Director John K. D'Auria, and Labor Relations/Compensation Officer Gregory J. Franklin. The document is also signed by District 6 President William Perry and Secretary Francis Winn.

5. On February 9, Perry sent a letter to City Labor Relations Officer Gregory Franklin saying,

As per the constitution and bylaws of District 6, the union executive board accepts the recommendation of the members committee, where they voted and approved the agreement negotiated between the union and committee and the City of Newark.

6. The City Council scheduled the approval of the contract for a vote for its March 27 council meeting.

7. City employee James Gaines appeared before the City Council at the March 27 meeting. Gaines had been a District 6 representative but had been terminated from his position with the Union. Gaines told the Council members that the District 6 unit employees were dissatisfied with the new contract and desired representation by a different labor organization. The City Council then deferred consideration of the contract until its next meeting of April 17.

8. On April 4, Council President Donald Bradley, Council member Mildred Crump, and Council Aide Bernie Adams met with District 6 agents Perry, Cruz and Winn. At this meeting, Bradley told District 6 that he did not want to get involved in contract negotiations or the union's internal affairs, but Gaines had approached him and explained that the sanitation employees wanted to discontinue representation by District 6 and instead had sought representation by S.E.I.U. Local 617. Bradley stated to District 6 that Gaines and Local 617 President John Johnson had asked Bradley to delay Council approval of the new contract to give Local 617 more time to collect employee signatures and file a petition with the Commission. Bradley told District 6 that he believed this was the "fair thing" to do.

As Council President, Bradley controls the Council agendas. Bradley told District 6 that he deferred consideration of the contract to the following month to accommodate the wishes of Gaines and Johnson.

9. At no time did Bradley, Crump or Adams ever indicate that the Council had any substantive objections to the terms of the contract.

10. On April 9, 1996, Gaines filed a Petition for Certification (RO-96-109) with the Commission seeking to have SEIU Local 617 replace District 6 as the representative of the City's sanitation department employees.<sup>3/</sup> On April 16, the Petition was amended to show that the unit consisted of approximately 300 employees, and sufficient showing of interest was provided to support the petition.

11. On April 29, the Commission's Director of Unfair Practices and Representation advised the parties that further processing of the representation petition would be blocked pending the outcome District 6's charges.

#### ANALYSIS

District 6 argues that the City violated the Act by the City Council's actions in delaying the contract approval vote for the purpose of assisting a rival organization to collect signatures to support its representation petition. It demands an order requiring the City to sign the contract and a dismissal of Local 617's representation petition. It argues that the petition would have been untimely but for the City's actions in delaying the contract vote.

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<sup>3/</sup> N.J.A.C. 14:6.6 permits me to take administrative notice of certain facts in Commission records.



The City asserts that this dispute is really an intra-union or an inter-union dispute which should be resolved through the Commission's representation procedures. Further, it contends that it is unclear to the City whether the District 6 membership ratified the agreement pursuant to the terms of the settlement agreement. It argues that its decision not to ratify the agreement is not a violation of the Act.

N.J.S.A. 34:13A-5.3 requires an employer to negotiate in good faith with the majority representative over employees' terms and conditions of employment. When an agreement is reached, the Act requires the parties to reduce the agreement to writing and sign it. An employer's failure to negotiate in good faith violates 5.4(a)(5); an employer's failure to sign a negotiated agreement violates 5.4(a)(6).

When parties reach a tentative agreement, the principles of good faith negotiations require each to work towards satisfying any contingencies to the agreement. City of Hoboken, P.E.R.C. No. 95-91, 21 NJPER 185 (¶26116 1995), adopting H.E. No. 95-17, 21 NJPER 107 (¶26065 1995); Borough of Somerville, P.E.R.C. No. 93-35, 19 NJPER 1 (¶24000 1992), adopting H.E. No. 93-10, 18 NJPER 486 (¶23222 1992); Lower Tp. Bd. of Ed., P.E.R.C. No. 78-32, 4 NJPER 24 (¶4013 1977), adopting H.E. No. 78-8, 4 NJPER 45 (¶4022 1977). Where the contract is subject to union membership ratification, the union must seek ratification. Where the contract is subject to approval by the governing body, it is required to seek that approval--that is, conduct a vote.

Here, the City did negotiate terms and conditions of a successor contract with District 6's representatives. The result of those negotiations was a settlement agreement which expressed specific contingencies. The first contingency was "ratification by the union membership." (emphasis added). William Perry's February 9 letter confirms the union executive board's acceptance of the recommendation of the members' committee to approve the negotiated agreement. But that acceptance does not confirm ratification by the union membership.<sup>4/</sup> Therefore, absent District 6's confirmation that it had met the first contingency of the settlement agreement, the City had no legal obligation to conduct the approval vote on the contract. Even if District 6's constitution and bylaws contained no such requirement for membership ratification, it is bound by the express terms of the settlement agreement it signed to conduct such a ratification vote. The courts will not make a better contract for the parties than they themselves agreed to.

Communications Workers of America v. Monmouth Cty. Bd. of Social Services, 96 N.J. 442 (1984). Accordingly, I find that the City did not refuse to negotiate in good faith in violation of 5.4(a)(5).

I next consider whether the City's actions nevertheless interfered with, restrained or coerced employees in violation of 5.4(a)(1). The City may have initially interpreted Perry's letter

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<sup>4/</sup> District 6 admits in its Motion for Summary Judgment that the February 9 letter is "confirming that the Union Executive Board had voted and approved the City's offer."

as confirmation of ratification and moved ahead to schedule the Council vote. I infer that when the City Council learned from Gaines that the membership was dissatisfied with the agreement, it realized that District 6 had not confirmed ratification by the union membership. The Council's actions in not going ahead with the approval vote was the right action, but for the wrong reasons.

Once the City realized the package had not been ratified by the union membership, the appropriate course of action was to advise District 6 that the City would not meet its contingency until District 6 confirmed ratification. Instead, it delayed the vote until the following month to allow a rival union more time to gather employee signatures for its certification effort. This was intended, and in fact did, assist Local 617, a rival union, in filing its representation petition.

Accordingly, I find that the City violated subsection 5.4(a)(1) of the Act by delaying consideration of the contract to give Local 617 more time to collect signatures to file a representation petition to replace District 6 as the majority representative.

Finally, I find no violation of subsection 5.4(a)(6). Until all of the settlement agreement contingencies have been satisfied, the contract is not ripe for execution. Therefore, the City did not violate the Act by not signing a final contract.

Accordingly, based upon the above findings and analysis, I recommend that the Commission grant Local 6's Motion for Summary

Judgment regarding subsection 5.4(a)(1) of the Act. I recommend that the Commission grant the City's Motion for Summary Judgment regarding subsections 5.4(a)(5) and (6) of the Act.

**RECOMMENDED REMEDY**

Although I have found that the City delayed consideration of the contract to assist a rival union in filing a representation petition, I will not recommend that the Commission adopt the remedy District 6 has requested. The purpose of a remedy is to restore the status quo--to put the parties back to where they would have been had the violation not occurred. I cannot force the City to do what it was not legally obligated to do to begin with. Until District 6 fulfills its obligation under the express terms of the settlement agreement, the City is not obligated to complete its end of the bargain.

I recommend that the Commission order that (a) if District 6 establishes within thirty (30) days that the union membership in this unit has affirmatively voted in favor of contract ratification, then (b) the City Council will within thirty (30) days conduct a contract approval vote.

Ordinarily, the employer is not permitted to continue negotiations or advance a contract approval process while a valid representation question is pending before the Commission because such actions tend to unfairly benefit the incumbent organization. Bergen Cty., P.E.R.C. No. 84-2, 9 NJPER 451 (¶14196 1983). This action is necessary here however, to remedy the City's violation in

delaying the contract approval to assist Local 617. If District 6's membership ratifies, and the City Council approves, then there will be a contract. If the union membership fails to ratify, then there is no contract. The issue of the timeliness of the pending Local 617 petition can be addressed before the Director of Representation. N.J.A.C. 19:11-2.3 and 2.6.

**RECOMMENDED ORDER**

I recommend that the Commission **ORDER**:

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

Interfering with, restraining or coercing employees in the exercise of their rights under the Act by delaying a Council vote to approve District 6's contract in order to assist Local 617 in filing a representation petition seeking to represent the City's sanitation employees.

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

1. If District 6 establishes within thirty days that its membership in this unit has affirmatively voted in favor of contract ratification, then the City Council will within thirty (30) days conduct a contract approval vote.

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 Acting Chair of the Commission within twenty (20) days of receipt what steps the City has taken to comply with this order.<sup>5/</sup>

*Susan W. Osborn*

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Susan Wood Osborn  
Hearing Examiner

Dated: July 17, 1996  
Trenton, New Jersey

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<sup>5/</sup> Pursuant to N.J.A.C. 19:14-4.8(e), a decision on a motion for summary judgment which resolves the complaint in its entirety may be appealed to the Commission in accordance with N.J.A.C. 19:14-7.3(a).



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 our employees in the exercise of their rights under the Act by delaying a Council vote to approve District 6's contract in order to assist Local 617 in filing a representation petition seeking to represent the City's sanitation employees.

WE WILL within thirty (30) days conduct a contract approval vote if District 6 establishes within thirty (30) days that its membership in this unit has affirmatively voted in favor of contract ratification.

Docket No. CO-H-96-306  
CO-H-96-323  
CO-H-96-324

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, CN 429, Trenton, NJ 08625-0429 (609) 984-7372

APPENDIX "A"