

H.E. NO. 2008-4

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

In the Matter of

BOROUGH OF NORTH ARLINGTON,

Respondent,

-and-

Docket No. CO-2006-173

PBA LOCAL 95,

Charging Party.

SYNOPSIS

A Hearing Examiner recommends that the Commission find that the Borough of North Arlington violated subsections 5.4a(1) and (5) of the Act when it unilaterally changed the frequency in which police officers were paid from weekly to biweekly. The Hearing Examiner found that the parties had not negotiated the subject to impasse or agreement and that the Borough had no lawful basis upon which to make the change. The Hearing Examiner recommends that the Borough be ordered to restore weekly paychecks to police officers commencing with the first paycheck issued in January, 2008.

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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PBA LOCAL 95,

Charging Party.

Appearances:

For the Respondent
Genova, Burns & Vernoia
(Brian W. Kronick, of counsel)

For the Charging Party
Loccke, Correia, Schlager, Limsky & Bukosky
(Michael A. Bukosky, of counsel)

HEARING EXAMINER'S REPORT
AND RECOMMENDED DECISION

Members of the negotiations unit represented by the North Arlington PBA Local No. 95 (PBA) were paid their salary each week through December, 2005, after which the Borough of North Arlington (Borough) unilaterally changed the schedule to biweekly payments. I find that the Borough's conduct violated the New Jersey Employer-Employee Relations Act (Act), N.J.S.A. 34:13A-5.4a(1) and (5), and recommend that the Borough be ordered to restore the weekly salary payment schedule and not make any

changes to it without first negotiating in good faith with the PBA.

On January 6, 2006, PBA filed an unfair practice charge against the Borough alleging that it violated the Act, N.J.S.A. 34:13A-5.4a(1), (2), (3), (4), (5) and (7),^{1/} when it changed the salary payment schedule for unit members from weekly to biweekly. A Commission Designee denied the PBA's application to restrain the implementation of this change on March 15, 2006 (C-4).^{2/}

On November 28, 2006, the Director of Unfair Practices issued a Complaint and Notice of Hearing on allegations that the

^{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; (2) Dominating or interfering with the formation, existence or administration of any employee organization; (3) Discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage employees in the exercise of the rights guaranteed to them by this act; (4) Discharging or otherwise discriminating against any employee because he has signed or filed an affidavit, petition or complaint or given any information or testimony under 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; (7) Violating any of the rules and regulations established by the commission."

^{2/} "C" refers to Commission exhibits received into evidence at the hearing. "CP" refers to Charging Party's exhibits and "R" designates Respondent's exhibits received into evidence at hearing. The transcript of the hearing is referred to as "T" with the page number of the transcript following "T".

Borough's conduct violated 5.4a(1) and (5) of the Act and refused to issue a complaint on allegations that its conduct violated 5.4a(2), (3), (4) and (7) of the Act (C-1). The Borough filed its Answer on December 11, 2006 contending that it has an agreement with the PBA permitting the change to biweekly salary payments and denies violating the Act (C-2).

The PBA denies any such agreement and has demanded that the weekly salary payment schedule be restored and its members be made whole.

On August 23, 2007, I conducted a hearing at which the parties presented documentary and testimonial evidence as well as legal argument. Post-hearing briefs were filed on October 9, 2007. Based upon a review of the entire record, I make the following:

Findings of Fact

1. PBA is an employee representative within the meaning of the Act (T9). It represents all members of the North Arlington Police Department, excluding the Chief of Police, for the purposes of collective negotiations (J-1).

2. Borough is a public employer within the meaning of the Act (T8).

3. Borough and PBA are parties to a collective negotiations agreement which covers the period of January 1, 2004 through December 31, 2006. The agreement has no provision addressing the timing or frequency of salary payments to officers. Annual salaries are set forth in Appendix "A" of the agreement (J-1). Until the first paycheck issued in January, 2006, police officers were paid each week (CP-1, T22-T23, T71).

The parties' agreement also provides:

Article XVIII
Retention of Benefits

The Borough agrees that all benefits, terms and conditions of employment relating to the status of members in the North Arlington Police Department not covered by this Agreement shall be maintained at not less than the highest standards in effect at the time of commencement of collective negotiations, leading to the execution of this Agreement. (J-1, p. 31)

Article XXII
Extra Contract Agreements

The Borough agrees not to enter into any other Agreement or Contract with the Employees covered by this Agreement, individually or collectively, or with any other organization which in any way conflicts with the terms and provisions of this Agreement unless the PBA agrees to change in writing. (J-1, p. 35)

4. Borough and PBA concluded negotiations on the 2004-2006 labor agreement toward the end of 2003 (T34, T57). It was not executed until February, 2004 (J-1; T34, T57). Soon after the parties signed the agreement, the Borough realized that it had

financial problems (R-1; T58, T77). It prepared a civil service layoff plan which contemplated laying off Borough employees, including police officers, in order to save money (R-2; T34, T58, T61, T80). The layoff plan focused on senior members of the police department who earned the highest salaries (R-2; T60, T77, T80).

Seeking to avoid layoffs of police officers, the Borough developed an incentive to prompt five senior officers who were contemplating retirement to retire (T36). The Borough offered to increase the officers' longevity pay which in turn would increase their overall compensation and possibly result in higher pension payments during retirement (R-2; T36, T60, T77, T80).

5. The Borough also devised a biweekly salary payment plan for all Borough employees as another cost-savings measure (T28, T37, T58, T61, T78). Under the plan, police employees would be paid biweekly instead of weekly (CP-1; T22).

The Borough estimated that it would save between \$30,000 and \$40,000 by switching to biweekly salary payments to all Borough employees (T58, T71). It would not pay to switch payroll systems unless it was done uniformly City-wide (T71).

6. The parties met on March 8, 2007 to discuss ways to avoid police layoffs (R-1; T35, T59). The PBA knew of the Borough's longevity incentive proposal in advance of the meeting,

but first learned of the proposed change to biweekly pay at the meeting (T29-T30, T36-T37, T77-T78).

Attending the meeting for the Borough were Joseph Mariniello, Borough attorney, and Robert Landolfi, Borough business administrator (T29, T35, T59). Attending the meeting for the PBA were Joseph Prinzo, then president of the PBA, Michael Hoffmann, PBA delegate, Stephen Hunter, PBA attorney, and some, if not all, of the unit members contemplating retirement and who would benefit from the increased longevity incentive (T29, T35, T59).

7. At the March 8th meeting, the PBA agreed to the increase in longevity as an incentive to get senior officers to retire and avoid layoffs (T30, T36-T37, T80). It had advance notice that this issue would be discussed and brought along some if not all of the affected officers to the meeting (T29, T35-T36). Though the longevity incentive proposal would have to be ratified by PBA membership, the PBA representatives at the meeting had a sense that it would be approved (T36-T37, T41, T80, T83).

8. Conflicting evidence was presented at the hearing as to what else was agreed to at the March 8th meeting. Through the testimony of former PBA president Prinzo and PBA Delegate Hoffmann, PBA presented evidence that it did not agree to the Borough's biweekly pay proposal. At the March 8th meeting, PBA

representatives told the Borough that it did not have the authority to agree to the biweekly pay proposal as this was the first it heard of it. PBA further advised the Borough that it did not think its membership would be receptive to the proposal (T29-T31, T37, T77-T79). The representatives agreed nevertheless to report the issue to the membership for discussion of and reaction to the pay period change (T31-T32, T78-T79).

Prinzo and Hoffmann testified that the increase in longevity was the sole incentive for prompting the senior officers to retire and avoid layoffs (T49-T50, T80). The biweekly pay proposal was not linked to the granting of increase longevity to retiring officers. It was not a packaged deal (T30, T50, T78).

The Borough, on the other hand, introduced evidence that the PBA had agreed to the biweekly salary payment change at the March 8th meeting. It also presented evidence to establish that the increase in longevity proposal and the biweekly pay proposal were linked, i.e., they were a packaged deal (R-2; CP-3; T61, T66, T68-T69).

Borough's evidence principally came from the testimony of Borough counsel Mariniello and two documents he had prepared: his March 10, 2004 letter to PBA counsel Hunter (R-2) and a Resolution passed by the Borough the next day, March 11, 2004 (CP-3). Mariniello testified that the PBA initially objected to the biweekly pay change, but felt as though they had a deal by

the end of the March 8th meeting (T61, T64, T68). His understanding of the deal was that it included both the longevity increase and the biweekly pay change in order to avoid layoffs of police officers (R-2; CP-3; T61-T62). When asked whether the PBA representatives agreed to the biweekly pay proposal at the March 8th meeting, Mariniello testified:

I can tell you that Mr. Hunter who was speaking for them said we had a deal.

I don't want to put words into people's mouths that I can't remember, my feeling was and the feeling of Mr. Hunter was that we had a deal and that included biweekly pay because we weren't doing this unless we got biweekly pay. [T68]

Mariniello's understanding is memorialized in his March 10th letter to Hunter (R-2) and the Borough Resolution (CP-3). In the letter, Mariniello wrote, "If this agreement is not reached we presented an alternative plan to Civil Service which includes major demotions in all ranks and six police layoffs." The letter continues by questioning whether or not they have agreement on the bi-monthly payroll change and increase in retiring officers' pay, and states, ". . . I need approval from your unit immediately." Mariniello testified that he sent the letter (R-2) because he wanted written confirmation of the deal (T68). He never received a response to his letter (T62-T63).

Mariniello also testified that he would never had prepared the Borough Resolution (CP-3) to include the biweekly pay provision unless the PBA had agreed to it (T62-T63, T66, T69). The Resolution (CP-3) treats the longevity increase issue and biweekly pay issue differently in that the Resolution provides that the biweekly pay "shall be effective upon Ratification by Local No. 95." The longevity increase provision set forth in the Resolution is not, by contrast, subject to ratification by PBA, though that was the parties' understanding (T66, T69).

In reviewing the conflicting evidence, I find that the PBA never agreed to the biweekly salary payment change at the March 8th meeting. PBA only agreed to take the proposal back to its membership for discussion to determine if there was an interest in agreeing to that change. PBA presented consistent testimony that it never agreed to the biweekly pay change at the March 8th meeting. Testimony on behalf of the Borough was indirect and imprecise. Mariniello testified that he never would have included the biweekly pay provision in the Resolution unless the PBA had agreed to it as part of the deal. He testified that he felt they had a deal. But, not once did he pointedly state that the PBA had agreed to the biweekly pay change at the March 8th meeting.

My finding is further supported by Mariniello's March 10th letter (R-2), which evidences that the Borough was not sure if it had agreement as of that date. The plain wording of the letter indicates that agreement had not yet been reached and seeks PBA approval of the deal. The correspondence does not confirm an agreement already struck or merely seek confirmation from the PBA, as testified to by Mariniello.

I also find that the biweekly pay change was not linked to or packaged with the increase in longevity to avoid police layoffs because the evidence demonstrates that the Borough knew it did not have a solid deal on the biweekly pay change. This is illustrated by the distinction drawn between longevity and biweekly pay in Borough's Resolution. The biweekly pay provision was expressly subject to PBA ratification (CP-3).

9. At its March 11, 2004 meeting, the Borough passed a Resolution (CP-3) approving an increase in longevity and changing the salary payment schedule for police officers to biweekly, effective upon ratification by the PBA (CP-3; T39, T41, T62). The Borough did so without first being notified that PBA had ratified either provision (T41-T42, T61-T63, T66). In fact, the PBA did not meet between March 8th and March 11th and therefore could not have ratified the changes before the Borough's meeting (T41-T42, T47).

Representatives of the PBA attended the March 11th Borough Council meeting. When they read the Resolution they were surprised to see that it included the biweekly pay provision but did not object or comment because the provision, as set forth, was subject to ratification by its members (T39-T41).

10. The PBA conducted a meeting of the membership on an unspecified later date in March, 2004. At the meeting, the membership voted to approve the longevity pay increase proposal (T42, T47-T48, T80). The biweekly pay change was discussed among the membership but was ultimately "tabled" (T32, T48). It was never ratified by the PBA (T24-T25, T32-T33, T47-T48, T79).

11. PBA never communicated to Borough that the longevity incentive had been approved by membership or that the biweekly pay change had not been ratified (T43, T63, T66-T67). Nonetheless, the Borough implemented the longevity increases and the targeted senior officers retired as planned (T48, T63).

12. The biweekly pay change was not implemented until the first pay in January, 2006 (CP-1; T48, T71). This is because the Borough first had to come to agreement over the change with the other union in town (T63, T71). As referenced earlier, maintaining two payroll systems would have been administratively burdensome (T71). Agreement with the other union was achieved in the latter half of 2005 (T71).

13. Borough notified PBA that it was going to implement the biweekly pay change effective January, 2006 by attaching a memo to the paychecks of all PBA members (CP-1; T22-T23, T48-T49). Like its members, PBA representatives found out about the change by receiving the same memo attached to their paycheck (T22-T23, T48-T49). They were surprised when they received the memo because there had been no further discussion with the Borough about the change over the intervening year and a half and they had never agreed to the change (T24-T25, T29, T32-T33, T49, T66-T67, T78-T79).

14. The PBA promptly advised the Borough of its objection to the change in salary payment schedule and demanded negotiations by way of correspondence from its attorney dated January 5, 2006 (CP-2; T23, T25). PBA never contacted Borough directly to try and resolve the issue prior to its attorney sending his January 5th letter (T25-T26, T72). Borough did not sit down with PBA and negotiate over the salary payment change (T23-T24, T73). Consequently, PBA filed the subject charge along with an application for interim relief (C-1, C-4; 1T24).

ANALYSIS

The PBA contends that the Borough violated the Act by failing to negotiate the change to a biweekly pay schedule and unilaterally implementing it. The Borough argues that the complaint should be dismissed because it negotiated with the PBA

over the pay schedule change and obtained the PBA's express agreement before implementing the change. Alternatively, Borough argues that through its silence PBA agreed to the change, has waived its right to object, and should be equitably estopped from challenging the change from weekly to biweekly pay.

N.J.S.A. 34:13A-5.3 requires a public employer to negotiate with the majority representative before changing employees' working conditions. In addition, N.J.S.A. 34:13A-5.4a(5) makes it an unfair practice for a public employer to refuse to negotiate in good faith with the majority representative concerning employees' terms and conditions of employment. A public employer may violate these obligations in two ways: (1) implementing a new rule or changing an old rule concerning a term and condition of employment without first negotiating in good faith to impasse or having a managerial prerogative or contractual defense authorizing the change and (2) repudiating a term and condition of employment it had agreed would remain in effect throughout a contract's life. Willingboro Board of Education, P.E.R.C. No. 86-76, 12 NJPER 32 (¶17012 1985).

Terms and conditions of employment may be set forth in the parties' collective negotiations agreement or may derive from the parties' practice. Middletown Tp., P.E.R.C. No. 98-77, 24 NJPER 28 (¶29016 1997), aff'd. 334 N.J. Super. 512 (App. Div. 1999), aff'd. 166 N.J. 112 (2000). The timing of paychecks is

mandatorily negotiable. Bor. of Fairview, P.E.R.C. No. 97-152, 23 NJPER 398 (¶28183 1997); Fairfield Tp., P.E.R.C. No. 97-60, 23 NJPER 13 (¶28013 1996); City of Burlington, P.E.R.C. No. 89-132, 15 NJPER 415 (¶20170 1989), aff'd. NJPER Supp.2d 244 (¶203 App. Div. 1990).

The Borough changed the longstanding practice of issuing paychecks weekly to biweekly. It is unclear from the record whether the parties actually negotiated over this subject or merely discussed it. For the purpose of this analysis, I shall assume that the parties did in fact negotiate over the payment change. I have found that the PBA never expressly agreed to the change and the evidence did not demonstrate that the parties negotiated the subject to impasse. Although the Borough and PBA may have negotiated over the proposed change to biweekly payments, the Borough had no lawful justification to implement it. Nor was the change authorized by the parties' contract or subsequent agreement.

Borough contends that by not responding to Mariniello's March 10th letter and not objecting to the March 11th Resolution, PBA accepted the terms of the deal. In other words, it argues that the PBA's silence amounted to an acceptance, citing the Restatement of Contracts. The Restatement provides in part:

. . . (a) where an offeree takes the benefit of offered services with reasonable opportunity to reject them and reason to know that they were offered with the expectation

of compensation; or (b) the offerer has stated or given the offeree reason to understand that assent may be manifested by silence or inaction, and the offeree in remaining silent and inactive intends to accept the benefit of that offer.
[Restatement of Contracts 2d §69(1) (1981)]

Borough's reliance on this contract principle is misplaced. First, the parties had a different understanding of what constituted the deal. The PBA thought that the agreement was that longevity would be increased so that several senior officers earning the highest salaries would retire, thereby averting layoffs of other police officers. It accepted the longevity increase and in exchange the targeted officers retired as expected. Second, the entire thrust of the March 10th letter sought agreement from the PBA of Borough's version of the deal, which was an increase in longevity plus a change to biweekly pay. The letter did not merely serve to confirm an agreement already made between the parties. When PBA did not respond to the letter, it should have been a red flag to the Borough. It is unreasonable to deduce silence as acceptance under these circumstances. Third, the March 11th Resolution made the biweekly pay change expressly contingent upon PBA ratification. Borough knew under this circumstance that it required the affirmative act of PBA ratification to constitute acceptance. PBA had no reason to believe that its assent could be manifested by silence or inaction.

Borough maintains that PBA should be equitably estopped from challenging the biweekly pay change because it did not respond to the March 10th letter, sat silently while the March 11th Resolution was adopted and never communicated to Borough that the biweekly pay change was not ratified by its members. PBA should also be estopped, the Borough contends, to avoid unjust enrichment, i.e., PBA will be unjustly enriched by receiving the increased longevity payment and no layoffs without giving the Borough the biweekly payment change in return.

The Borough relies on Middletown Policemen's Benev. v. Tp. of Middletown, 162 N.J. 361 (2000). There, our Supreme Court defined the doctrine of equitable estoppel:

The essential principle of the policy of estoppel here invoked is that one may, by voluntary conduct, be precluded from taking a course of action that would work injustice and wrong to one who with good reason and in good faith has relied upon such conduct. An estoppel . . . may arise by silence or omission where one is under a duty to speak or act. It has to do with the inducement of conduct to action or nonaction. One's act, or acceptance may close his mouth to allege or prove the truth. The doing or forbearing to do an act induced by the conduct of another may work an estoppel to avoid wrong or injury ensuing from reasonable reliance upon such conduct. The repudiation of one's act done or position assumed is not permissible where that course would work injustice to another who, having the right to do so, has relied thereon. (citations omitted) [Id. at 367]

In estopping Middletown Township from terminating a retiree's post-retirement health benefits, the Court weighed equitable considerations, particularly "the reliance factor," of the retiree on the Township's assurances that health benefits would be a part of his retirement package. Id. at 372.

The instant case is distinguishable from Middletown Policemen's Benev. v. Tp. of Middletown in a key respect. Here, it was not reasonable for the Borough to rely on PBA's silence each step of the way. Unlike Middletown Policemen's Benev. v. Tp. of Middletown, there were no assurances given by PBA that its membership would agree to go to a biweekly paycheck system. PBA representatives had indicated quite the opposite to the Borough at the March 8th meeting, that its members were not likely to approve the change. Given that prognostication, when the Borough did not hear from the PBA, it was not reasonable for it to assume that the biweekly pay change had been approved by the PBA. Rather, a reasonable assumption would have been that nothing had changed from the PBA's original prediction.

Each time the PBA remained silent should have been cause for concern by the Borough. Instead of contacting the PBA to clarify the situation, Borough acted. When it did not receive a response to its March 10th letter, Borough nevertheless prepared and adopted the March 11th Resolution. When it did not receive word on the outcome of PBA membership consideration of the biweekly

pay provision, Borough did not inquire further. It forged ahead and implemented the longevity increase anyway. This behavior underscores my finding that the longevity increase and biweekly pay change were not linked. The biweekly pay change was not treated by the Borough as critical to the deal or it would have made sure it knew whether the PBA had ratified this provision before implementing the longevity increase.

PBA was not unjustly enriched. Each party received the benefit of its bargain. Avoiding police layoffs was in both parties' interests. Based on the facts of this case, PBA should not be equitably estopped from challenging the payment change.

Borough advocates that PBA waived its right to contest the change from weekly to biweekly paychecks. It again points to PBA's failure to object to the change until Borough was about to implement it, on or about January, 2006.

An employer may not unilaterally change an existing, negotiable condition of employment unless the employee representative has waived its right to negotiate. Middletown Tp., 24 NJPER at 29-30. A waiver can come in many different forms, but must be clear and unequivocal. Red Bank Reg. Ed. Ass'n v. Red Bank Reg. H.S. Bd. of Ed., 78 N.J. 122 (1978); Elmwood Park Bd. of Ed., P.E.R.C. No. 85-115, 11 NJPER 366 (¶16129 1985). As the Commission explained in South River Bd. of

Ed., P.E.R.C. No. 86-132, 12 NJPER 447 (¶17167 1986); aff'd.

NJPER Supp.2d 170 (¶149 App. Div. 1987):

. . . if the contract explicitly allows the employer to make the changes, the employee representative has waived any right to negotiate the changes during the term of the contract. In addition, if the employee organization has been apprised of proposed changes in advance and declines the opportunity to negotiate, or has routinely permitted the employer to make similar changes in the past, it may have waived its right to negotiate those changes.

Unless an employer can prove that the employee representative waived its right to negotiate, any change imposed without negotiations violates subsection 5.4a(5) of the Act. Id. at 12 NJPER 447.

In this case, PBA did not clearly and unequivocally waive its right to negotiate over the pay change. There was no agreement which explicitly permitted the Borough to make the change. Nor had the PBA routinely allowed the Borough to make similar changes in the past. The parties understood that it would take the affirmative act of PBA ratification to approve the change. During the time between the Borough's adoption of the March 11th Resolution and the PBA's notification that the change in paychecks was imminent, the parties did not discuss the issue. As soon as PBA representatives received notice with their paychecks, they objected in writing to Borough and demanded negotiations on the subject. Under the facts of this case,

neither PBA's interim silence nor its subsequent action demonstrates acquiescence to the change. See, Middletown Tp., 24 NJPER 28.

Accordingly, based on the above, I find that the Borough violated subsection 5.4a(5) and derivatively (1), when it implemented the change from weekly to biweekly paychecks for police officers.

RECOMMENDATION

I recommend that the Borough restore the issuance of weekly paychecks to police officers commencing with the first paycheck in 2008 as my recommended decision will issue close to the end of 2007. On balance, the continuing harm endured by the PBA during the last few pay periods of 2007 is outweighed by the disruption and burdens associated with compelling the Borough to restore weekly paychecks immediately. There was no evidence presented that unit members received anything but their full annual salaries. Any lost interest on pay received every two weeks instead of weekly is de minimis. Therefore, I do not recommend that the Commission order a make whole remedy as requested by the PBA.

RECOMMENDED ORDER

I recommend that the Commission ORDER that:

A. The Borough of North Arlington cease and desist from:

1. Interfering with, restraining or coercing its police officers in the exercise of the rights guaranteed to them by the Act.

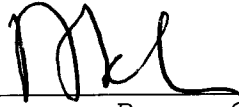
2. Refusing to negotiate in good faith with the PBA concerning terms and conditions of employment of its members, particularly by refusing to negotiate over the change from weekly to biweekly paychecks.

B. That the Township take the following affirmative action:

1. Beginning with the first paycheck in January, 2008, restore the weekly paycheck system for all PBA unit members.

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



Perry O. Lehrer
Hearing Examiner

DATED: November 19, 2007
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 November 29, 2007.



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 its police officers in the exercise of the rights guaranteed to them by the Act.

WE WILL cease and desist from refusing to negotiate in good faith with the PBA concerning terms and conditions of employment of its members, particularly by refusing to negotiate over the change from weekly to biweekly paychecks.

WE SHALL restore the weekly paycheck system for all PBA unit members beginning with the first paycheck in January, 2008.

Docket No. CO-2006-173

Borough of North Arlington
(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