

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

In the Matter of

CAMDEN COUNCIL #10, NEW JERSEY CIVIL SERVICE  
ASSOCIATION and MILDRED DI FANTE, PRESIDENT,

Respondent,

-and-

Docket No. CO-79-104-91

REGISTERED PROFESSIONAL NURSING UNIT #1,  
R.P.N.U. a/w CAMDEN COUNCIL #10,

Charging Party.

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BOARD OF CHOSEN FREEHOLDERS, COUNTY OF CAMDEN,

Respondent,

-and-

Docket No. CO-79-105-92

REGISTERED PROFESSIONAL NURSING UNIT #1;  
R.P.N.U. a/w CAMDEN COUNCIL #10,

Charging Party.

SYNOPSIS

In a Recommended Report and Decision a Hearing Examiner recommends that the Public Employment Relations Commission (Commission) find that the Registered Professional Nursing Unit #1 (RPNU) and the Board of Chosen Freeholders of Camden County entered into negotiations for a contract. Mildred DiFante negotiated on behalf of the County with the RPNU. On one occasion, Mildred DiFante was absent from negotiations and the County and the RPNU entered into an agreement. It was understood that the County was to type the agreement and return it to the RPNU. When the document was returned to the RPNU it was discovered the written contract differed materially from the agreement and, further, was signed by Mildred DiFante on behalf of the employee representatives.

It is further recommended that the Commission find that Mildred DiFante holds conflicting positions as Personnel Director for Camden County and as President of Council 10. (The RPNU is affiliated with Council 10.) Accordingly, the Hearing Examiner recommends that the Commission order the original negotiated agreement be reinstated between the RPNU and the County and further that Mildred DiFante divest herself of her position as Personnel Director of Camden County or her presidency of Council 10.

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.

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PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CAMDEN COUNCIL #10, NEW JERSEY CIVIL SERVICE  
ASSOCIATION and MILDRED DI FANTE, PRESIDENT,

Respondent,

-and-

Docket No. CO-79-104-91

REGISTERED PROFESSIONAL NURSING UNIT #1;  
R.P.N.U. a/w CAMDEN COUNCIL #10,

Charging Party.

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BOARD OF CHOSEN FREEHOLDERS, COUNTY OF CAMDEN,

Respondent,

-and-

Docket No. CO-79-105-12

REGISTERED PROFESSIONAL NURSING UNIT #1;  
R.P.N.U. a/w CAMDEN COUNCIL #10,

Charging Party.

Appearances:

For Camden Council #10, NJCSA and Mildred DiFante, President  
Joseph A. Carmen, Esq.

For the Registered Professional Nursing Unit #1  
Tomar, Parks, Seliger, Simonoff and Adourian  
(Mary Crangle, Esq.)

For the Board of Chosen Freeholders, County of Camden  
Gladden, Brierley & Paglione  
(Vincent J. Paglione, Esq.)

REPORT AND RECOMMENDED DECISION  
ON MOTION FOR DEFAULT JUDGMENT

This Report and Recommended Decision on Motion for Default Judgment has been issued to establish a remedy in the above-captioned matter.

A hearing was initially scheduled in the above-captioned matter on August 20, 1979. On the scheduled date of the hearing neither Camden Council #10, New Jersey Civil Service Association and Mildred DiFante, President, nor the Board of Chosen Freeholders, Camden County, made an appearance. A Motion for Default Judgment was made by the Charging Party, the Registered Professional Nursing Unit #1 (R.P.N.U.) affiliated with Camden Council #10.

On November 16, 1979, this Hearing Examiner issued a decision granting the Motion for Default Judgment, H. E. No. 80-22, 6 NJPER \_\_\_ at (1979) wherein it was found that Camden Council #10, New Jersey Civil Service Association and Mildred DiFante, President, violated N.J.S.A. 34:13A-5.4(b)(1), (2) and (4) and the Board of Chosen Freeholders, County of Camden, N.J.S.A. 34:13A-5.4(a)(1), (2), (5) and (6) in accordance with the allegations of the Charge as incorporated in the Complaint. A remedy could not be established on the basis of either the original pleadings or affidavits which were subsequently filed by the Charging Party. Accordingly, a second hearing was held on January 7, 1980, to gather sufficient testimony to establish an appropriate remedy.

#### The Original Charge

The Charge filed by the RPNU alleged, and it was so found, that the RPNU is affiliated with Camden County Council #10 but by agreement with Camden County and Council #10, the RPNU was recognized as the representative of registered nurses in the County and in that capacity commenced negotiations in April of 1978 with the Board of Chosen Freeholders for an agreement for January 1, 1978 through December 31, 1979. It is further alleged that throughout the negotiations Mildred DiFante participated in the negotiations on behalf of the County in her capacity as Camden County Personnel Director and sat with the representatives of the County in the negotiations although at the same time she held the position of President of Camden Council #10.

During the course of negotiations DiFante opposed certain proposals made by the registered nurses wherever those proposals varied from the contract terms negotiated by Council #10 for other employees of the County.

When DiFante was absent from the negotiations the parties entered into an agreement which included those proposals which were objected to by DiFante. At the conclusion of negotiations it was agreed that the County would type up the final agreement. However, when the representative of the nurses received the final document, it was materially and substantively altered from the tentative agreement reached and was signed by Mildred DiFante in her capacity as President of Council #10. When the RPNU requested the reinsertion of all those agreed upon articles, the representatives of the County said that the contract was signed and would not be altered. The RPNU then brought this action claiming that DiFante's dual positions created a conflict of interest and asking that the original contract

be reformed to reflect the agreement which was originally negotiated between the RPNU and the County.

The Remedy

At the hearing on January 7, 1980, two documents were offered into evidence, a copy of the agreement which was negotiated between the RPNU and the County and the agreement which was executed between Mildred DiFante for Council #10 and the Board of Chosen Freeholders of Camden County. I will recommend to the Commission that they order the parties to reinstate the negotiated contract and declare that those sections of the contract signed by Mildred DiFante for Camden Council #10 which vary from the agreement between the County and the RPNU a nullity.

It is noted that the two contracts are similar as to content and track each other fairly closely. The sections of the contract signed by DiFante which are invalid are the following:

Article I, Section 1  
Article III, Sections 2, 3, 4, 5, 6, 7 and 8  
Article IV, Section 6  
Article V, Section 1  
Article VI, Sections 5, 5B and 7A  
Article VII, Section 4(a)  
Article VIII, Section (h)  
Article IX, Sections 11A and 11B  
Article X, Sections 6(a), 6(b), 7(a), (b), (c) and (d)  
Sections 8 A and B, 9(a) and 10(b)  
Article XIX, Part B, Sections 1, 2, 3, 4, 5 and 6  
Article XX, Section 4

The language of the lawful negotiated agreement which should be inserted into the contract appears in Appendix I.

The dual roles held by Mildred DiFante, i.e. Camden County Personnel Director for the employer and President of Camden County Council #10 for the employee association, create an inherent and irreconcilable conflict in violation of §5.4(a)(1) and (2) of the Act. The only effective remedy in this instance would be for the Commission to order that Mildred DiFante divest herself of either her position of Chief Personnel Officer of Camden County or her presidency of Camden County Council #10.

Accordingly, for the reasons stated above and in the Hearing Examiner's earlier decision on Motion for Default Judgment in this matter (H. E. No. 80-22) it is hereby recommended that the Commission issue a default judgment and issue the following:

Conclusion of Law

The Respondent Board of Chosen Freeholders, County of Camden, violated N.J.S.A. 34:13A-5.4(a)(1), (5) and (6) when it unilaterally altered the terms of the existing collective negotiations agreement between itself and the Registered Professional Nursing Unit #1, affiliated with Camden Council #10, and violated N.J.S.A. 13A-5.4(a)(1) and (2) when its Director of Personnel Mildred DiFante negotiated for a collective negotiations agreement on behalf of the employer and then after an agreement was reached, altered the agreement to suit the employer and then signed the altered agreement in the name of the employees' majority representative.

The Respondent Camden Council #10 violated N.J.S.A. 13A:5.4(b)(1), (2) and (4) when its President Mildred DiFante negotiated on behalf of the employer and when an agreement was reached altered the agreement to suit the employer and then signed the altered agreement on behalf of the employees' majority representative.

Recommended Order

A Hearing Examiner recommends that the Commission issue the following

ORDER:

- 1) That the Respondent Mildred DiFante cease and desist from interfering with, restraining and coercing employees in the exercise of rights and cease and desist from dominating or interfering with the formation, existence or administration of an employee organization by simultaneously holding the offices of President of Camden County Council #10 and Personnel Director of Camden County.
- 2) That the Respondent Board of Chosen Freeholders of the County of Camden cease and desist from dominating or interfering with the administration of an employee organization by permitting its Personnel Director, Mildred DiFante, to simultaneously hold the office of President in the designated majority representative organization of its employees (i.e. Camden Council #10).
- 3) That the Respondent Board of Chosen Freeholders of the County of Camden cease and desist from refusing to reduce a negotiated agreement to writing and refusing to negotiate in good faith with a majority representative by uni-

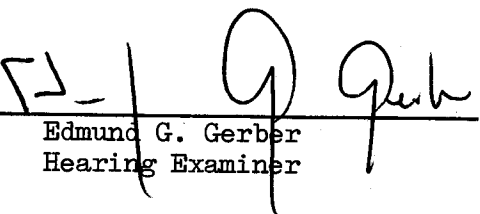
laterally altering the terms and conditions of employment as originally negotiated in the original collective bargaining agreement.

It is further recommended that the Commission order the following affirmative action:

1) Mildred DiFante divest herself of any and all official duties in Camden Council #10, New Jersey Civil Service Association, unless alternatively she resigns from her position as Personnel Director of Camden County and declines from assuming any position in the County with duties and responsibilities comparable in any way with that of Personnel Director.

2) Retroactively restore the negotiated agreement between the Board of Chosen Freeholders and the Registered Professional Nursing Unit, affiliated with Camden Council #10, as described herein.

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

  
Edmund G. Gerber  
Hearing Examiner

DATED: March 28, 1980  
Trenton, New Jersey

## APPENDIX I

### ARTICLE 1 - RECOGNITION

#### Section 1

The employer recognizes the Registered Nursing Unit #1 of and with Council #10 as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed in Appendix B, which is part of this agreement. No new additional Classification effecting this unit shall be made prior to the consent of both parties. This recognition shall not be interpreted as having the effect of, or in any way abrogating, the rights of employees as established by the Laws of 1968, Chapter 303.

### ARTICLE III - WORK SCHEDULES

#### Section 2

The regular starting and quitting time of work shifts will not be changed without reasonable notice to the affected employee and without first having discussed such change and the needs for same with the bargaining agent.

#### Section 3

The routine work shift for employees employed at the Health Services Center shall consist of eight (8) hours. Routine shifts for nursing employees with the exception of special programs shall be 7-3, 3-11, and 11-7.

#### Section 4

As a condition of employment, all registered nurses shall receive a nursing report from the off-going tour of duty in order to provide for continuity of nursing care.

#### Section 5

Where the nature of the work involved requires continuous operations on a twenty-four hours per day, seven days per week basis, employees so assigned will have their schedules arranged on the shift assigned in a manner which will assure, on a rotation basis, that all employees both full and part time, will have an equal share of Saturdays and Sundays off, distributed evenly throughout the year.

#### Section 6

When more than one work shift per day within a given classification occurs, employees will be given preference of shifts in accordance with their seniority providing education and experience are equal. Such preference will be exercised only when vacancies occur or when for other reasons changes in the number of employees per shift are being made.

Section 7

During the work shift, each employee shall be granted one paid meal period which shall consist of thirty (30) minutes given at one time and a fifteen (15) minute break period for each four (4) hours worked per shift. Unused break periods shall not be credited or accumulated.

Section 8

All employees covered by this agreement shall receive a salary predicated on the appropriate hourly rate for their title multiplied by the actual number of hours that comprise their scheduled work week.

ARTICLE IV - OVERTIME

Section 6

Employees shall have the option of taking compensatory time in lieu of cash payment for overtime. If an employee chooses compensatory time in any instance, the amount of such time will be computed on the basis as set forth above. Compensatory time off must be scheduled and approved by the Department Head. Such approval will not be arbitrarily or capriciously denied.

ARTICLE V - CALL IN TIME

Section 1

Any employee who is requested and returns to work during the periods other than his regularly scheduled shift shall be paid time and one half for such work and be guaranteed not less than four (4) hour pay, regardless of the number of hours actually worked. If the employee's call in time work assignment and his regular shift overlap, he shall be paid time and one half for the period worked prior to the start of the regular shift. Thereafter, for the balance of his regular work shift, he shall be paid at the appropriate rate.

ARTICLE VI - RATES OF PAY

Section 5

With the exception of the Nursing Service Department at the Health Services Center, when an employee is promoted or reclassified so as to assume additional duties or responsibilities, or in recognition of the performance of duties beyond those required by his/her old title from one class of title to another having a higher salary, then his/her salary shall be adjusted to receive the lowest rate of any employee holding that title to which the promoted or reclassified employee is raised. In no event, shall such employee's salary be less than that which he/she



received in his/her prior title. In the case of the Nursing Service Department, when a nurse is either promoted or reclassified to the next higher grade the employee shall move up a grade but down a step in the higher grades pay scale.

#### Section 5B

For the purpose of rates of pay, promotion or reclassification as mentioned in this article for Registered Nurses at the Camden County Health Services Center, steps and grades as mentioned above shall be defined as follows: A step shall be defined as the salary increments within the same grades as defined by the salary scales. Grades shall be defined as the title or position held within the Nursing Department as set forth in App. B.

#### Section 7

- a. Those employees who, as a requisite of employment are required by their employer to wear uniforms not supplied by the employer, shall be granted a uniform allowance of \$175.00 in 1978 and \$200.00 for 1979. "Uniform" shall be defined as a specific and required method of dress dictated by the conditions of employment. The dollar amount received by the employee shall be pro-rated on the actual number of weeks employed by the employer during the calendar year.

### ARTICLE VII - INSURANCE

#### Section 4

- a. It is further agreed between the employer and the representative that the employer will pay or cause to be paid to the Council #10, N.J.C.S.A. Health and Welfare Fund the sum of \$154.00 for the year 1978 and \$154.00 for 1979 for each employee who is also a member of the representative or for whom the representative is the bargaining agent for the purpose of this contract, as listed in Appendix A and Appendix B, a part of this agreement.

### ARTICLE VIII - SICK LEAVE WITH PAY

#### Section 1

- h. With the exception of nurses covered by this agreement, employees on a daily, hourly or seasonal basis are not eligible for sick leave. Part time nurses, whether or not they are permanent or temporary, shall be granted sick leave on a pro-rated basis providing the nurse works forty or more hours during a pay period on a regular basis.

ARTICLE IX - LEAVE OF ABSENCE

Section 11 A

Education Leave: The employer may grant time off with pay for employees who wish to pursue special work or training related to his employment and which will improve his competence and capacity in the service. Such training must be of direct value to the County and limited to providing knowledge of skills which cannot be provided through available in-service training. This would include Training Programs established by Civil Service; seminars; workshops, etc. Tuition and registration fees, books, etc. to be paid by the Employer. Request for such Training Courses, etc. must be made in writing and approved by the County Administrator.

Section 11 B

Education leave without pay for nurses - A leave of absence without pay may be granted for six (6) months at a time to a full registered nurse who wishes to continue his/her education while in an accredited college or university. This leave may be extended up to and including twenty four (24) months providing it is renewed every six (6) months and the Health Services Center receive proof of attendance in said educational program. At the end of twenty four (24) months, the employee must return to work for a minimum of one (1) year before a new educational leave is applied for.

ARTICLE X - FRINGE BENEFITS

Section 6

A. No R.N. shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Freeholders, or any agent or representatives thereof, shall not be made public and shall be subject to the grievance procedure herein set forth. Any such action shall be considered a disciplinary action and shall at the option of the R.N. be subject to the grievance procedure.

B. Whenever any R.N. is required to appear before any administrator, Freeholder, or any committee or member thereof concerning any matter which could adversely affect the continuation of that R.N. in his/her position, employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative(s) of the R.P.N.U. present to advise them and represent them during such meeting or interview.

Section 7

A. An R.N. may use reasonable force as is necessary to protect herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within the control of a patient.

- B. (1) R.N.'s shall immediately report cases of assault, suffered by them in connection with their employment, to the Administrative Director of Nursing.
- (2) Such notification shall be immediately forwarded to the Executive Director who shall comply with any reasonable request from the R.N. for information in the possession of the Executive Director relating to the incident or the persons involved, and the Executive Director and County Council shall act in appropriate ways as liaison between the R.N., the police and the courts.
- C. If criminal or civil proceedings are brought against an R.N. alleging that he/she committed an assault in connection with his/her employment, such R.N. may request the Freeholders to furnish legal counsel to defend him/her in such proceedings. If the Freeholders do not provide such counsel and the R.N. prevails in the proceedings then the Freeholders shall reimburse the R.N. for counsel fees incurred by them in their own defense.
- D. The Freeholders shall reimburse R.N.'s for any loss, damage, or destruction of personal property of the R.N. while on duty in the hospital, or on the hospital premises, or on a hospital sponsored activity.

#### Section 8

##### A. Resignation

- (1) An R.N. who is resigning from his/her position shall give the normal two (2) weeks notice.

- B. Assigned Duties: At no time shall the Freeholders or agent thereof assign or direct any R.N. covered by this contract to any other duties outside of the duties appropriate to their position.

#### Section 9

##### Voluntary Transfers and Reassignments:

- A. Filing Requests; RN's who desire to transfer to another ward unit or building or shift, may file a written statement of such desire with the Administrative Director of Nursing. Such statements shall include the unit or building or shift to which he/she desires to be transferred, in order of preference.

#### Section 10

##### B. Criteria for Notice

In the situation set forth in section A above, the qualifications for the position, its duties and the rate of compensation, shall be clearly set forth. The qualifications set forth for a particular position shall not be changed when such future vacancies occur unless the R.P.N.U. has been notified in advance of such changes shall be subject to the grievance procedures set forth in this agreement. No vacancy in a promotional position shall be filled other than in accordance with the above procedure.

ARTICLE XIX (B) - GRIEVANCE PROCEDURE

Section 1 - DEFINITIONS

- A. Grievance: A "grievance" is a claim by an R.N. or by the R.P.N.U. based upon the interpretation, application or violation of this Agreement, policies, or administrative decisions affecting an R.N. or a group of R.N.'s.
- B. Aggrieved Person: An "Aggrieved Person" is the person or the R.P.N.U. making the claim.
- C. Party in Interest: A "Party in Interest" is the person or persons making the claim and any person including the R.P.N.U. or the Freeholders who might be required to take action or against whom action might be taken in order to resolve the claim.

Section 2 - PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting R.N.'s. Both parties agree that these proceedings will be kept as informal and confidential as may appropriate at any level of the procedure.

Section 3 - PROCEDURE

- A. Time Limits: The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may however be extended by mutual agreement.
- B. Level One: An R.N. with a grievance shall submit it in writing to the Administrative Director of Nursing either directly or through the R.P.N.U.'s representative.

Level Two: If the aggrieved person is not satisfied with the disposition of the grievance or if no decision has been rendered within five (5) work days after the presentation of the grievance, he/she may file the grievance with the Executive Director of the Complex within ten (10) work days of receipt of the Administrative Director of Nursing's answer.

Level Three: If the aggrieved person is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within ten (10) working days after presentation of grievance, he/she may within ten (10) working days of the Executive Director's answer, file the grievance with the County Administrator.

Level Four: If the aggrieved person is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within twenty (20) working days after presentation of the grievance, he/she may within twenty (20) working days of the County Administrator's answer, file the grievance with the Board of Freeholders.

Level Five: Binding Arbitration: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Four, or if no decision has been rendered within fifteen (15) calendar days after the grievance was

delivered to the Board of Freeholders, he/she may, within five (5) calendar days after a decision by the Board of Freeholders or twenty (20) days after the grievance was delivered to the Board of Freeholders, whichever is sooner, request in writing that the R.P.N.U. submit its grievance to binding arbitration. If the R.P.N.U. determines that the grievance is meritorious, it may submit the grievance to binding arbitration within fifteen (15) days after receipt of a request by the aggrieved person.

Within fifteen calendar days after such written notice of submission to arbitration, the Freeholders and the R.P.N.U. shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

Level Six: Binding Arbitration: The arbitration proceedings shall be conducted by an arbitrator mutually agreed upon by both the Employer and the Employee representative, within seven (7) days after notice has been given. If the parties fail to agree upon an arbitrator, the State Mediation Service shall be requested by either or both parties to provide a panel of five arbitrators. Both the R.P.N.U. and the Employer shall having to strike two names from the panel alternately with the R.P.N.U. striking the first name. The name remaining shall be the arbitrator and his/her name shall be binding on both parties. The cost of the arbitrator shall be borne equally between the Bargain agent and the Employer. The arbitrator shall only rule on the issue at hand and not on the merits of this Agreement other than the one being grieved. Further, the arbitrator's ruling shall be consistent with law. The arbitrator shall render his/her decision in writing to both parties within thirty (30) days after the conclusion of testimony and agreement.

#### Section 4

The R.P.N.U. will notify in writing to the names of the employees who are designated to represent employees under the grievance procedure. The employees so designated by the R.P.N.U. will be permitted to confer with other representatives, employees and the Employer regarding matters of employee representation, during working hours without loss of pay for a period of not more than one (1) hour per shift per day unless more time has granted by the shift supervisor and providing said time does not interfere with the normal routine of patient care.

#### Section 5

Whenever any representative of the R.P.N.U. is mutually scheduled by the parties to participate, during working hours in negotiations, conferences or meetings he/she shall suffer no loss of pay.

#### Section 6 Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

Appendix I - p. 8 of 8 pp.

ARTICLE XX - GENERAL PROVISIONS

Section 4

Representatives of the R.P.N.U. will meet with the Executive Director of the Health Services Complex at least once every calendar quarter during the year to review and discuss current problems as they relate to this Agreement.

# NOTICE TO ALL 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:

MILDRED DI FANTE WILL cease and desist from interfering with, restraining and coercing our employees in the exercise of rights and cease and desist from dominating or interfering with the formation, existence or administration of an employee organization by simultaneously holding the offices of President of Camden County Council #10 and Personnel Director of Camden County.

The BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF CAMDEN WILL cease and desist from dominating or interfering with the administration of an employee organization by permitting its Personnel Director, Mildred DiFante, to simultaneously hold the office of President in the designated majority representative organization of our employees (i.e. Camden Council #10).

The BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF CAMDEN WILL cease and desist from refusing to reduce a negotiated agreement to writing and refusing to negotiate in good faith with a majority representative by unilaterally altering the terms and conditions of employment as originally negotiated in the original collective negotiations agreement.

MILDRED DI FANTE WILL divest herself of any and all official duties in Camden Council #10, New Jersey Civil Service Association, unless alternatively she resigns from her position as Personnel Director of Camden County and decline from assuming any position in the County with duties and responsibilities comparable in any way with that of Personnel Director.

MILDRED DI FANTE WILL retroactively restore the negotiated agreement between the Board of Chosen Freeholders and the Registered Nursing Unit, affiliated with Camden Council #10, as described in Attachment 1.

NOTICE

p. 2

The BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF CAMDEN WILL post all all places where notices to employees are customarily posted, copies of this notice, Appendix II. Copies of this notice, on forms to be provided by the Commission, shall be posted immediately upon receipt thereof, after being signed by the Respondents' authorized representatives, and shall be maintained by it for a period of at least sixty (60) consecutive days thereafter. Reasonable steps shall be taken by the Respondents to ensure that such notices are not altered, defaced or covered by other material.

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(Public Employer)

Dated \_\_\_\_\_

By \_\_\_\_\_

(Title)

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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 Jeffrey B. Tener, Chairman, Public Employment Relations Commission, 429 E. State State Street, Trenton, New Jersey 08608 Telephone (609) 292-9830.