

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

LONG BEACH TOWNSHIP,

Respondent,

-and-

Docket No. CO-82-250-136

POLICEMEN'S BENEVOLENT  
ASSOCIATION, INC.,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission dismisses a Complaint based on an unfair practice charge the Policemen's Benevolent Association, Inc. filed against Long Beach Township. The charge had alleged that the Township violated subsections 34:13A-5.4(a)(1), (5), and (7) of the New Jersey Employer-Employee Relations Act when its Chief of Police issued a memorandum stating, in part, that police personnel had to submit leave requests for carry-over vacation time by January 15 of each year. The Commission holds that the PBA failed to prove by a preponderance of the evidence that the memorandum, read as a whole, changed the employees' rights to carry over vacation time from year to year.

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Charging Party.

Appearances:

For the Respondent, Shackleton, Hazeltine & Dasti, Esqs.  
(Frank A. Buczynski, Jr., of Counsel)

For the Charging Party, Rothbard, Harris & Oxfeld, Esqs.  
(Mark J. Blunda, of Counsel)

DECISION AND ORDER

On March 22, 1982, the Long Beach Island P.B.A. Local 175 ("Local 175") filed an unfair practice charge against Long Beach Township ("Township") with the Public Employment Relations Commission. The charge alleged that the Township violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. ("Act"), specifically subsections 5.4(a)(1), (5), and (7),<sup>1/</sup> when, on September 17, 1981, the Chief of Police, without prior negotiations, issued a memorandum stating that effective January 1, 1982, all police personnel must submit by January 15, 1982

<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 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; and (7) Violating any of the rules and regulations established by the commission."

leave requests for carry-over vacation time from the previous year.<sup>2/</sup>

On May 24, 1982, Long Beach Township P.B.A. Local No. 276 filed an amended unfair practice charge. It named itself, rather than Local 175, as the representative of the Township's sergeants and patrol officers.

On June 4, 1982, the Director of Unfair Practices issued a Complaint and Notice of Hearing. On June 18, 1982, the Township filed an Answer. It asserted that the memorandum clarified, but did not alter the previous vacation policy.

On July 29, 1982, Commission Hearing Examiner Alan R. Howe conducted a hearing. At the outset, a dispute arose over the name of the Charging Party; the Hearing Examiner granted a motion to amend the Complaint to name the Policemen's Benevolent Association, Inc. ("Association") as the Charging Party. Neither party called any witnesses. The parties submitted four joint exhibits -- their contract, the September 17, 1981 policy, a letter demanding negotiations, and a letter refusing to negotiate -- and then argued orally.<sup>3/</sup> Both parties waived the filing of post-hearing briefs.

<sup>2/</sup> A copy of the memorandum is attached.

<sup>3/</sup> The Township maintained that the proper vehicle for resolution of this dispute was binding grievance arbitration pursuant to Article II of the parties' agreement. But, since the Township was not willing to waive the defense of procedural time limits, the Hearing Examiner concluded that deferral to arbitration was not appropriate. In re East Windsor Bd of Ed, E.D. No. 76-6, 1 NJPER 59 (1975); In re County of Hudson, P.E.R.C. No. 78-48, 4 NJPER NJPER 87, 89-90 (1978), aff'd App. Div. Docket No. A-2444-77 (1979).

On August 3, 1982, the Hearing Examiner issued his report and recommendations, H.E. No. 83-4, 8 NJPER 504(¶13233 1982) (copy attached). He concluded that the Township violated subsections 5.4(a)(1) and (5) when, without negotiations and in violation of the parties' contract,<sup>4/</sup> it adopted a new policy which implied that employees would lose their carried-over vacation time if they did not file vacation leave requests by January 15, 1982. He cited In re City of Orange, P.E.R.C. No. 79-10, 4 NJPER 420, 421 (1978); In re City of Elizabeth, P.E.R.C. No. 82-100, 8 NJPER 303 (¶13134 1982), appeal pending, App. Div. Docket No. A-4636-81T3; In re Hudson County Board of Chosen Freeholders, P.E.R.C. No. 80-161, 6 NJPER 352 (¶11176 1980); In re Town of West Orange, P.E.R.C. No. 78-93, 4 NJPER 266 (¶4136 1978); In re City of

4/ The relevant sections provide:

Article XXI

This Agreement is subject to existing rules and regulations. The Chief may not, under power granted in him of (sic) virtue of his office, modify the terms of this contract....

Article XI, Section K

Employees who wish may carry over their earned vacation from the year before into the following year. Such earned vacation may not be carried more than one year.

Article XI, Section L

Peak Time Scheduling: It is recognized that the summer months of employment are the peak work time of the Township. During this period of time vacations shall be scheduled with the approval of the Chief and the employee's immediate supervisor in such a fashion so that the Department shall have sufficient men available to perform its functions.

Article XXIII

Except as otherwise provided herein, all benefits which employees heretofore enjoyed and are presently enjoying shall be maintained. (Emphasis added)

Northfield, P.E.R.C. No. 78-82, 4 NJPER 247 (¶4125 1978). The Hearing Examiner further recommended dismissal of the allegations of a subsection 5.4(a)(7) violation.

On August 19, 1982, the Township filed Exceptions. The Township contends that the Hearing Examiner erred in inferring that failure to submit a timely leave request would extinguish the right to carry over vacation time. Instead, the Township asserts, failure to submit a request by the January 15, 1982 deadline would only mean that the requesting employee would not be guaranteed being able to take his vacation at the time he desired. Thus, post-January 15 carry-over vacation requests would continue to be granted or denied based on the availability of personnel at a particular time, but would not be cancelled altogether.<sup>5/</sup>

We have reviewed the record. Substantial evidence supports the Hearing Examiner's findings of fact (Slip opinion at pp. 2-4). We adopt and incorporate them here.

There is no dispute that the Township had a managerial right to determine that each shift during the off-season must have at least four officers. In re City of Elizabeth, supra; In re City of Orange, supra. There is also no dispute that the scheduling of vacations within the employer's minimum manning framework is a mandatorily negotiable term and condition of employment. Id. See also, City of Englewood v. Englewood Teachers

<sup>5/</sup> The Township also requested oral argument. We deny this request.

Ass'n, 64 N.J. 1 (1973); Burlington County College Faculty Ass'n v. Bd. of Trustees, 64 N.J. 10 (1983); In re East Brunswick Bd. of Ed., P.E.R.C. No. 82-76, 8 NJPER 124 (¶13054 1982); In re Town of Kearny, P.E.R.C. No. 82-12, 7 NJPER 456 (¶12202 1981); In re Town of Kearny, P.E.R.C. No. 81-70, 7 NJPER 14 (¶12006 1980); In re Hudson County, supra; In re Town of West Orange, supra; In re City of Northfield, supra. The only dispute is whether the Township altered the employees' rights to carry over their unused vacation time. Resolution of this dispute, in the absence of any testimony, specifically turns on whether the memorandum can reasonably be construed to extinguish the carry-over vacation time of employees who do not request leaves by January 15, 1982.

The first subparagraph of the memorandum states:

Starting January 1, 1982, a new policy will be used for those personnel carrying vacation time from the previous year. All leave requests for the time carried forward must be submitted to his commanding officer by January 15 of the next year.

(Emphasis in original).

The Hearing Examiner reasoned that this subparagraph, on its face, could reasonably be construed to extinguish the right to carry over earned vacation if an employee did not file a timely leave request.

If the first subparagraph stood alone, we might agree. However, the remaining subparagraphs of the memorandum negate this inference. These subparagraphs provide:

2. All other leave requests which are submitted in the above time period will be granted as per the Rules and Regulations of this Department.
3. Any requested leave from the period of Labor Day to the end of the year will be submitted by August 31st.
4. Any leaves requested outside of the time periods above will be granted on availability only.
5. The policy about switching will remain the same.

Read together, these subparagraphs, particularly the fourth subparagraph, support the Township's argument that the only consequence of failing to submit a leave request by January 15, 1982 would be the loss of a guarantee that the employee could take his vacation when he wanted. In short, the memorandum, when read as a whole, appears to represent nothing more than an attempt to work out the scheduling of requested vacations in the context of manning requirements, not an attempt to cancel carried-over vacation time in the absence of a timely request. Thus, while we agree with the Hearing Examiner's finding (p. 5) that the Chief of Police, in issuing the memorandum, had in mind working out the scheduling of vacations in the context of manning requirements, we disagree with his conclusion that the Association carried its burden of proof based solely on the inference the Hearing Examiner derived from the first paragraph of the memorandum.

Given our construction of the apparent intent and meaning of the memorandum, and in the absence of any testimony

concerning the implementation of the memorandum, we conclude that the Association has not carried its burden of proving by a preponderance of the evidence that the Township has altered the employees' rights to carry over vacation time.<sup>6/</sup> Accordingly, we dismiss the Complaint.

ORDER

The Complaint is dismissed.

BY ORDER OF THE COMMISSION

  
\_\_\_\_\_  
James W. Mastriani  
Chairman

Chairman Mastriani, Commissioners Butch and Newbaker voted for this decision. Commissioners Hipp and Graves voted against this decision. Commissioners Suskin and Hartnett were not present at the time of the vote on this decision.

DATED: Trenton, New Jersey  
November 17, 1982  
ISSUED: November 18, 1982

<sup>6/</sup> In net effect, the memorandum does not appear to change the practice of considering vacation request based on coverage needs, but only underlines, by use of a specific date, a common sense point: the earlier an employee requests a vacation at a particular time, the more likely the employer will be able to grant the request and still meet coverage needs.



POLICE DEPARTMENT

JAMES C. HARTMANN  
CHIEF

OFFICIAL TELEPHONE

(609) 494-6900	(609) 494-3322
494-7214	3323
494-7427	3324
494-7355	



BRANT BEACH  
 BEACH HAVEN CREST  
 BRIGHTON BEACH  
 PEAMALA PARK  
 BEACH HAVEN PARK  
 HAVEN BEACH  
 THE DUNES  
 BEACH HAVEN TERRACE  
 BEACH HAVEN GARDENS  
 BAY VISTA  
 SPRAY BEACH  
 NORTH BEACH HAVEN  
 SILVER SANDS  
 VENICE BEACH  
 BEACH HAVEN HEIGHTS  
 BEACH HAVEN SOUTH

BRANT BEACH, N. J. 08008

September 17, 1981

TO: ALL PERSONNEL

P O L I C Y

Due to increase of activities and population in our area, the Department is attempting to satisfy the needs of the community by maintaining as many patrols as possible, thereby providing the best protection possible for our citizenry.

During the off-season, no shifts will be scheduled with less than four (4) personnel. This means that any leaves requested that will reduce the shift to less than four personnel will constitute an emergency. A commanding officer will be contacted as to the situation and he will make the decision.

1. Starting January 1, 1982, a new policy will be used for those personnel carrying vacation time from the previous year. All leave requests for the time carried forward must be submitted to his commanding officer by January 15th of the next year.
2. All other leave requests which are submitted in the above time period will be granted as per the Rules and Regulations of this Department.
3. Any requested leave from the period of Labor Day to the end of the year will be submitted by August 31st.
4. Any leaves requested outside of the time periods above will be granted on availability only.

5. The policy about switching will remain the same.

The reason for this policy is that we are attempting to assist all personnel in obtaining their desired leaves and still provide the best coverage possible.

BY ORDER OF:

  
JAMES C. HARTMANN  
Chief of Police

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

In the Matter of

LONG BEACH TOWNSHIP,

Respondent,

-and-

Docket No. CO-82-250-136

POLICEMEN'S BENEVOLENT ASSOCIATION, INC.,

Charging Party.

SYNOPSIS

A Hearing Examiner recommends that the Public Employment Relations Commission find that the Respondent violated Subsections 5.4(a)(1) and (5) of the New Jersey Employer-Employee Relations Act when its Chief of Police unilaterally promulgated a "New Policy" for the carrying over of vacation from one year to the next, effective January 1, 1982, without negotiations with the Charging Party. The collective negotiations agreement between the parties provided for the carrying over of vacation from one year to the next without any qualification or modification such as mandated by the Chief of Police in his Policy memorandum.

By way of remedy the Hearing Examiner recommended that the operative provision in the Policy memorandum of the Chief of Police be rescinded pending negotiations for any changes with the Charging Party.

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.

Party, all of which is alleged to be a violation of N.J.S.A. 34:13A-5.4(a)(1),  
<sup>2/</sup>  
(5) and (7) of the Act.

It appearing that the allegations of the Unfair Practice Charge, as amended, if true, may constitute unfair practices within the meaning of the Act, a Complaint and Notice of Hearing was issued on June 4, 1982. Pursuant to the Complaint and Notice of Hearing, a hearing was held on July 29, 1982 in Trenton, New Jersey, at which time the parties were given an opportunity to examine witnesses, present relevant evidence and argue orally. Both parties argued orally and waived the filing of post-hearing briefs.

An Unfair Practice Charge, as amended, having been filed with the Commission, a question concerning alleged violations of the Act, as amended, exists and, after hearing, and after consideration of the oral argument of the parties, the matter is appropriately before the Commission by its designated Hearing Examiner for determination.

Upon the entire record, the Hearing Examiner makes the following:

FINDINGS OF FACT

1. Long Beach Township is a public employer within the meaning of the Act, as amended, and is subject to its provisions.
2. The Policemen's Benevolent Association, Inc. is a public employee representative within the meaning of the Act, as amended, and is subject to its provisions.
3. The collective negotiations agreement between the parties is dated July 2, 1981 and is effective during the term January 1, 1981 through December 31, 1982 (J-1).

2/ 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 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."

4. The Agreement (J-1) provides, in part, in Article XXI, Management Rights:

"...This Agreement is subject to existing rules and regulations. The Chief may not, under power granted in him of (sic) virtue of his office, modify the terms of this contract..." (J-1, p. 17).

5. The Agreement (J-1) also provides, in part, in Article XXIII, Retention of

Benefits:

"Except as otherwise provided herein, all benefits which employees have heretofore enjoyed and are presently enjoying shall be maintained and continued by the Township during the term of this Agreement..." (J-1, p.17).

6. The Agreement (J-1) further provides, in part, in Article XI, Vacations:

"...K. Employees who wish may carry their earned vacation from the year before into the following year. Such earned vacation may not be carried more than one year..." (J-1, p. 11).

7. Under date of September 17, 1981 the Chief of Police, James C. Hartmann, issued a Policy memorandum to all personnel in the Police Department, which provided, in part, as follows:

"Due to increase of activities and population in our area, the Department is attempting to satisfy the needs of the community by maintaining as many patrols as possible, thereby providing the best protection possible for our citizenry.

"During the off-season, no shifts will be scheduled with less than four (4) personnel. This means that any leaves requested that will reduce the shift to less than four personnel will constitute an emergency...

"1. Starting January 1, 1982, a new policy will be used for those personnel carrying vacation time from the previous year. All leave requests for the time carried forward must be submitted to his commanding officer by January 15th of the next year..." (J-2) (Emphasis supplied in part).

8. Under date of November 8, 1981 a negotiations representative of the Charging Party, William Walters, made a demand for negotiations as to the policy changes proposed by the Chief of Police, said demand being addressed to the Mayor of the Township (J-3).

9. Under date of November 17, 1981 counsel for the Township replied to Walters' demand for negotiations, stating that the Township would not negotiate on the ground that it was acting within its managerial prerogatives (J-4). Further, counsel for the Township stated that the matter should have been grieved under the contract but that the 30-day time limit had expired and that the Township would not waive its defense of time limits.

10. Neither party offered any witnesses to testify as to how and in what manner the policy change (J-2) had been implemented on and after January 1, 1982.

THE ISSUE

Did the Township violate the Act when its Chief of Police unilaterally adopted a "new policy," effective January 1, 1982, for the carrying over of vacation time from one year to the next year without negotiations with the Charging Party?

DISCUSSION AND ANALYSIS

The Township Violated Subsections  
(a)(1) And (5) Of The Act When Its  
Chief Of Police Unilaterally Adopted  
A "New Policy," Effective January 1,  
1982, For The Carrying Over Of Vacation  
Time From One Year To The Next Year  
Without Negotiations With The Charging  
Party

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If appears clear to the Hearing Examiner that the Policy memorandum from the Chief of Police to all personnel, dated September 17, 1981, at least as to the "new policy" for carrying over vacation time, constitutes a unilateral change from prior practice and is analogous to the vacation schedule change in City of Orange, P.E.R.C. No. 79-10, 4 NJPER 420 (1978). See, also, Town of West Orange, P.E.R.C. No. 78-93, 4 NJPER 266 (1978); City of Northfield, P.E.R.C. No. 78-82, 4 NJPER 247 (1978); Hudson County, P.E.R.C. 80-161, 6 NJPER 352 (1980); and City of Elizabeth, P.E.R.C. No. 82-100, 8 NJPER 303 (1982).

In City of Orange, supra, the Commission recognized that the subject of manning requirements established by the City was a managerial prerogative. However, the Commission went on to find that the unilateral change in the vacation scheduling system was a violation of Subsections(a)(1) and (5) of the Act to the extent that the prior system "...does not cause manpower levels to fall below the manning requirements established by the City..." (4 NJPER at 421).

Similarly, in City of Elizabeth, supra, where the City's Fire Director unilaterally suspended holidays or accumulated time off until further notice, the

Commission held that the City had exceeded the needs of the emergency situation "...and unreasonably abrogated the terms and conditions of employment negotiated in the contract. Even assuming that the City had to suspend time off and holidays during the emergency, it was, at least, obligated to offer to negotiate with the FMBA on how these accrued contractual rights might be protected and/or reinstated when the emergency ended. Instead, it unilaterally imposed an open-ended, blanket denial of all accrued time off and holidays... We find that the City's actions were overly intrusive on the employee's negotiated rights, even if they had their genesis in a real manpower shortage..." (8 NJPER at 305).

In the instant case, the Chief of Police unilaterally decided on September 17, 1981 to institute a "new policy" regarding the carrying over of vacation time from the previous year. The Agreement in Article XI, supra, states, without qualification, that employees may carry their earned vacation from one year into the following year. The "new policy" (J-2) qualifies that contractual right to the extent that "...All leave requests for the time carried forward must be submitted... by January 15th of the next year..." A reasonable inference to be drawn from this quoted language, in the absence of testimony to the contrary, appears to be that failure to submit a leave request by January 15th of any given year would extinguish the right to carry over earned vacation from the previous year. Concededly, the Chief of Police had in mind working out the scheduling of vacations in the context of manning requirements for the Police Department. However, as noted above, the language of J-2, on its face, is clearly susceptible of a reasonable interpretation that the failure to submit a request by January 15th adversely affects the vacation carry-over rights of employees in the collective negotiations unit. Such an adverse impact on vacation entitlement and carry-over rights, without negotiations with the Charging Party, appears to be contrary to the language and spirit of the provisions of Article XXI and Article XXIII, supra. Exhibit J-2 constitutes a modification of the Agreement and the loss of a benefit enjoyed by employees heretofore.

As previously found, the Respondent elected to produce no testimony from the Chief of Police, or any other knowledgeable witness, as to what, in fact, has been the practical implementation of the "new policy" since January 1 or January 15, 1982. The argument of the Township's counsel cannot be regarded as record evidence: City of Elizabeth, P.E.R.C. No. 82-74, 8 NJPER 121, 122 (1982). Thus, the Hearing Examiner can only rely on the documentary evidence presented at the hearing, namely, J-1 through J-4.

Finally, the Hearing Examiner notes that this case is not appropriate for deferral to arbitration under East Windsor Board of Education, E.D. 76-6, 1 NJPER 59 (1975) inasmuch as the Respondent is unwilling to waive the defense of time limits in an arbitration proceeding. Deferral to arbitration would, thus, be futile: see Hudson County, P.E.R.C. 78-48, 4 NJPER 87, 89, 90 (1978), aff'd. App. Div. Docket No. A-2444-77 (1979).

Based on all the foregoing, the Hearing Examiner will recommend that paragraph 1 of the Policy memorandum of September 17, 1981 be rescinded as a violation by the Township of Subsections(a)(1) and (5) of the Act. The Hearing Examiner will recommend dismissal as to the Subsection(a) (7) allegation inasmuch as no evidence has been adduced to support a violation of this Subsection of the Act.

\* \* \* \*

Upon the foregoing, and upon the entire record, the Hearing Examiner makes the following:

CONCLUSIONS OF LAW

1. The Respondent Township violated N.J.S.A. 34:13A-5.4(a)(5), and derivatively 5.4(a)(1), when its Chief of Police unilaterally issued a Policy memorandum on September 17, 1981 establishing a "new policy" for the carrying over of vacation time, effective January 1, 1982.
2. The Respondent Township did not violate N.J.S.A. 34:13A-5.4(a)(7) by its conduct herein.



RECOMMENDED ORDER

The Hearing Examiner recommends that the Commission ORDER:

A. That the Respondent cease and desist from:

1. Interfering with, restraining or coercing its employees in the exercise of the rights guaranteed to them by the Act, particularly, by unilaterally implementing changes in the procedure for carrying over vacation from one year to the next.

2. Refusing to negotiate in good faith with the PBA concerning terms and conditions of employment of employees in the collective negotiations unit, particularly, by unilaterally implementing changes in the procedure for carrying over vacation from one year to the next.

B. That the Respondent take the following affirmative action:

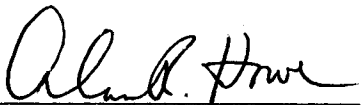
1. Forthwith rescind paragraph 1 of the Policy memorandum dated September 17, 1981 (J-2) unless and until any changes in the procedure for carrying over vacation from one year to the next are negotiated with the PBA.

2. Post in all places where notices to employees are customarily posted, copies of the attached notice marked as Appendix "A." Copies of said notice, on forms to be provided by the Commission, shall be posted immediately upon receipt and, after being signed by the Respondent's authorized representative shall be maintained by it for a least sixty (60) consecutive days thereafter. Reasonable steps shall be taken by the Respondent to insure 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 herewith.

C. That the allegations that the Respondent violated N.J.S.A. 34:13A-5.4(a) (7) be dismissed in their entirety.

Dated: August 3, 1982  
Trenton, New Jersey

  
Alan R. Howe  
Hearing Examiner

# 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:

WE WILL NOT interfere with, restrain or coerce our employees in the exercise of the rights guaranteed to them by the Act, particularly, by unilaterally implementing changes in the procedure for carrying over vacation from one year to the next.

WE WILL NOT refuse to negotiate in good faith with the PBA concerning terms and conditions of employment of employees in the collective negotiations unit, particularly, by unilaterally implementing changes in the procedure for carrying over vacation from one year to the next.

WE WILL forthwith rescind paragraph 1 of the Policy memorandum dated September 17, 1981 (J-2) unless and until any changes in the procedure for carrying over vacation from one year to the next are negotiated with the PBA.

LONG BEACH TOWNSHIP

(Public Employer)

Dated \_\_\_\_\_

By \_\_\_\_\_ (Title)

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  
Chairman, Public Employment Relations Commission,  
P.O. Box 2209, Trenton, New Jersey 08625 Telephone (609) 292-6780