P.E.R.C. NO. 81-105

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BOROUGH OF WOOD-RIDGE,

Respondent,

-and- Docket No. CO-80-210-92

WOOD-RIDGE P.B.A. LOCAL 26,

Charging Party.

SYNOPSIS

In an unfair practice decision, the Commission affirms the recommendations of a Commission Hearing Examiner and finds that the Borough of Wood-Ridge did not violate N.J.S.A. 34:13A-5.4(a)(6), when it refused to reduce to writing an agreement allegedly reached in negotiations with PBA Local 26, as it is found that the Borough's negotiations representative did not have the authority to conclude a final and binding agreement at the table.

The Commission does affirm the Hearing Examiner's recommendation that the Borough be found to have violated N.J.S.A. 34:13A-5.4(a)(5) and derivatively (a)(1) based upon the actions of its negotiations representative who presented to the Borough an altered version of negotiations proposals which were discussed in a negotiations session between the representative (a Borough Councilman), and the PBA.

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- and - Docket No. CO-80-210-92

WOOD-RIDGE P.B.A. LOCAL 26,

Charging Party.

Appearances:

For the Respondent
Robert R. Guida, Borough Attorney

For the Charging Party
Osterweil, Wind & Loccke, Esqs.
(Alfred G. Osterweil; Manuel A. Correia, Of Counsel)

DECISION AND ORDER

An Unfair Practice Charge was filed with the Public Employment Relations Commission (the "Commission") on January 22, 1980 by the Wood-Ridge Patrolmen's Benevolent Association, Local 26 (the "PBA"), alleging that the Borough of Wood-Ridge (the "Borough") had engaged in unfair practices within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. (the "Act"). The PBA alleged that the Borough failed to sign and execute a binding agreement reached by representatives of the Borough and the PBA, in violation of N.J.S.A.

34:13A-5.4(a)(1), (5) and (6).[1/]

It appearing that the allegations of the Charge, if true, might constitute unfair practices within the meaning of the Act, a Complaint and Notice of Hearing was issued by the Director for Unfair Practices on April 16, 1980. Pursuant to the Director's order, hearings were held on May 14, 1980, June 24, 1980 and June 30, 1980, before Commission Hearing Examiner Dennis J. Alessi. At these hearings, the parties were given an opportunity to examine witnesses, present relevant evidence and argue orally. Briefs were submitted by the parties by September 27, 1980. On October 10, 1980, Dennis J. Alessi left the employ of the Commission, and the Commission designated Mark A. Rosenbaum to issue a Hearing Examiner's Recommended Report and Decision on the record as made, pursuant to N.J.A.C. 19:11-6.4.

The Hearing Examiner's Recommended Report and Decision, H.E. No. 81-21, 6 NJPER ___ (¶_____ 1981), a copy of which is attached hereto and made a part hereof, was issued on December 12, 1980. Exceptions to the report were filed by the PBA on January 5, 1981 and a response thereto was filed by the Borough on January 19, 1981. The case is now properly before the Commission for determination.

1/ 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. (6) Refusing to reduce a negotiated agreement to writing and to sign such agreement."

In his report the Hearing Examiner concluded that the Borough did not violate N.J.S.A. 34:13A-5.4(a)(6) in refusing to ratify and implement an agreement allegedly consummated at a December 14, 1979 negotiations session between the PBA negotiating team and a councilman who was the only member of the Borough's negotiating team present at that session. The Hearing Examiner did conclude that the Borough should be found to have violated N.J.S.A. 34:13A-5.4(a)(5) based upon the actions of the councilman who presented the Borough Council with an altered version of the proposals discussed in the December 14 meeting. This conduct was correctly found by the Hearing Examiner to constitute "bad faith" violative of subsection (a)(5) and derivatively, an interference, restraint or coercion of the rights of employees represented by the PBA in violation of subsection (a)(1).

The PBA excepts to several factual findings of the Hearing Examiner and challenges his conclusions of law with respect to the alleged subsection (a)(6) violation. The Borough has responded to the PBA's exceptions, but has filed no exceptions of its own. In fact the Borough urges that the Hearing Examiner's Report "was correct in each and every aspect and that the Public Employment Relations Commission should affirm the report and recommendations made by him."

Turning first to the factual findings made by the Hearing Examiner, and the exceptions taken thereto, upon review of the entire record in this case, we find with one exception, that his findings of fact are supported by substantial evidence and they are hereby adopted. The PBA correctly points out that only two of the Borough's negotiating team members were present at the

second negotiations session which was held on September 13, 1979, rather than all three Borough team members as found by the Hearing Examiner.

Neither party challenges the Hearing Examiner's conclusion thatCouncilman Calocino acted in bad faith in presenting to Council a changed version of the matters discussed at the December 14, 1979 session. We agree with the Hearing Examiner that such conduct violated N.J.S.A. 34:13A-5.4(a)(5) and derivatively, (a)(1).

The central inquiry with respect to the subsection (a)(6) charge is whether Calocino, at the December 14, 1979 meeting acted in such a manner as to indicate to the PBA negotiating team that he had the authority to reach a final agreement with the PBA on behalf of the Borough. It is not claimed that Calocino was expressly authorized by the Borough to exercise such authority and it is undisputed that at both of the prior meetings, at least one member of the Borough's negotiating team expressly stated that any agreement was subject to ratification by the Borough. Upon review of the record in this matter and the exceptions set forth by the PBA, we conclude the Hearing Examiner was correct applying our past decisions which are discussed in his report, that Calocino did not have apparent authority to conclude a final agreement and the PBA was not warranted in assuming that he possessed such authority.

This conclusion is buttressed by the excerpts from the testimony of the PBA President, contained in the Hearing Examiner's Report which shows that at no time did Calocino expressly

contradict the previously established "ground rule" that the Borough Council alone possessed the authority to conclude a binding agreement. Accordingly, we agree with the Hearing Examiner that the evidence adduced in this case does not establish that a binding agreement was reached between the PBA and the Borough. Therefore, there was no obligation on the part of the Borough to reduce to writing and implement the terms discussed by Calocino and the PBA team at the December 14, 1979 negotiations session. The subsection (a)(6) charge will be dismissed.

ORDER

A. The Borough of Wood-Ridge shall cease and desist from:

1. Interfering with, restraining or coercing employees represented by PBA Local 26 in the exercise of rights guaranteed to them by the Act, in that its negotiations representative altered the language of proposed agreements discussed during negotiations with the PBA, when such proposed agreements were pesented to Borough Council for their approval.

2. Refusing to negotiate in good faith with PBA Local 26, concerning the terms and conditions of employment of employees represented by PBA Local 26, in that its negotiations representative altered the language of proposed agreements discussed during negotiations with the PBA, when such proposed agreements were presented to Borough Council for its approval.

B. That the Borough of Wood-Ridge shall take the following affirmative action:

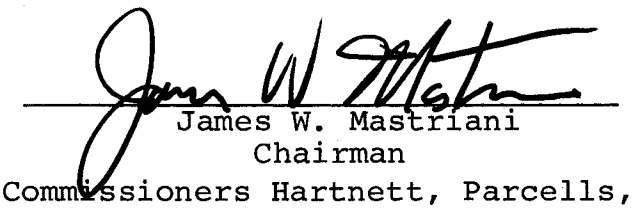
1. Immediately negotiate upon demand with PBA Local 26 with respect to the terms and conditions of employment of employees reprsented by PBA Local 26 for the calendar years of 1980 and 1981, which may include the submission of any unresolved disputes concerning the terms and conditions of employment to interest arbitration pursuant to N.J.S.A. 34:13A-14 et seq.

2. Post at all places where notices to employees are normally posted, copies of the notice marked "Appendix A". Copies of such notice, on forms to be provided by the Commission, shall be posted immediately upon reciept thereof, and, after being signed by the Borough's authorized representative shall be maintained by it for a period of sixty (60) consecutive days. Reasonable steps shall be taken to insure that such notices are not altered, defaced, or covered by other material.

3. Notify the Chairman of the Commission, in writing, within (20) days of receipt what steps have been taken to comply with this decision.

C. The allegation of the complaint that the Borough of Wood-Ridge violated N.J.S.A. 34:13A-5.4(a)(6) is hereby dismissed.

BY ORDER OF THE COMMISSION



James W. Mastriani
Chairman

Chairman Mastriani and Commissioners Hartnett, Parcells, Graves, Newbaker and Hipp voted for this decision. None opposed.

DATED: Trenton, New Jersey
March 10, 1981
ISSUED: March 11, 1981

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 cease and desist from interfering with, restraining or coercing employees represented by PBA Local 26 in the exercise of rights guaranteed to them by the Act, in that our negotiations representative altered the langauage of proposed agreements presented to Borough Council for their approval.

WE WILL cease and desist from refusing to negotiate in good faith with PBA Local 26, concerning the terms and conditions of employment of employees represented by PBA Local 26, in that our negotiations representative altered the language of proposed agreements discussed during negotiations with the PBA, when such proposed agreements were presented to Borough Council for its approval.

WE WILL immediately negotiate upon demand with PBA Local 26 with respect to the terms and conditions of employment of employees represented by PBA Local 26 for the calendar years of 1980 and 1981, which may include the submission of any unresolved disputes concerning the terms and conditions of employment to interest arbitration pursuant to N.J.S.A. 34:13A-14 et seq.

BOROUGH OF WOOD-RIDGE

(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 the Public Employment Relations Commission, 429 East State, Trenton, New Jersey 08608 Telephone (609) 292-9830.

H.E. NO. 81-21

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

In the Matter of

BOROUGH OF WOOD-RIDGE,

Respondent,

-and-

DOCKET NO. CO-80-210-92

WOOD-RIDGE P.B.A. LOCAL 26,

Charging Party.

SYNOPSIS

A Hearing Examiner recommends that the Public Employment Relations Commission find that the Respondent Borough violated subsections 5.4(a)(1) and (5) when its agent failed to present a signed agreement between the agent and the Charging Party to the Borough Council for approval. The Hearing Examiner also recommends that the Commission find that the Respondent Borough did not violate subsection 5.4(a)(6) of the Act when it refused to execute the signed agreement. The Hearing Examiner concluded that the Charging Party was not entitled to rely on the apparent authority of the agent to bind the Respondent because express qualifying conditions were stated by Borough agents at prior negotiating sessions.

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.

H.E. NO. 81-21

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

In the Matter of

BOROUGH OF WOOD-RIDGE,

Respondent,

-and- DOCKET NO. CO-80-210-92

WOOD-RIDGE P.B.A. LOCAL 26,

Charging Party.

Appearances:

For the Respondent
Robert R. Guida, Borough Attorney

For the Respondent
Osterweil, Wind & Loccke, Esqs.
(Alfred G. Osterweil; Manuel A. Correia, Of Counsel)

HEARING EXAMINER'S REPORT AND RECOMMENDATIONS

An Unfair Practice Charge was filed with the Public Employment Relations Commission (the "Commission") on January 22, 1980, by the Wood-Ridge Patrolmen's Benevolence Association, Local 26 (the "PBA"), alleging that the Borough of Wood-Ridge (the "Borough") had engaged in unfair practices within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. (the "Act"). The PBA alleged that the Borough failed to sign and execute a binding agreement reached by representatives of the Borough and the PBA, in

violation of N.J.S.A. 34:13A-5.4(a)(1), (5) and (6). 1/

It appearing that the allegations of the Charge, if true, might constitute unfair practices within the meaning of the Act, a Complaint and Notice of Hearing was issued by the Director of Unfair Practices on April 16, 1980. Pursuant to the Director's order, hearings were held on May 14, 1980, June 24, 1980 and June 30, 1980, before Commission Hearing Examiner Dennis J. Alessi. At these hearings, the parties were given an opportunity to examine witnesses, present relevant evidence and argue orally. Briefs were submitted by the parties by September 27, 1980. On October 10, 1980, Dennis J. Alessi left the employ of the Commission, and the Commission caused the designation of the undersigned to issue a Report and Recommendations on the record as made, pursuant to N.J.A.C. 19:11-6.4.

Upon the entire record, the Hearing Examiner finds that:

1. The Borough of Wood-Ridge is a public employer within the meaning of the Act, and is subject to its provisions.

1/ 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. (6) Refusing to reduce a negotiated agreement to writing and to sign such agreement."

2. The Wood-Ridge Patrolmen's Benevolent Association, Local 26, is an employee representative within the meaning of the Act and is subject to its provisions.

3. An Unfair Practice Charge having been filed with the Commission alleging that the Borough has engaged in unfair practices within the meaning of the Act, questions concerning the alleged violations of the Act exist and are appropriately before the undersigned Hearing Examiner for determination.

4. The alleged violations concern the contract negotiations between the Borough and the PBA for 1980.

Factual Background

The negotiations in question consisted of three sessions which occurred on July 30, 1979, September 13, 1979, and December 14, 1979. 2/ The PBA claims that the December 14 meeting resulted in a binding agreement between itself and the Borough. The Borough denies that a binding agreement was concluded at that meeting and asserts that ratification by the Borough Council was required before any agreement could be reached. The Council refused to ratify the agreement, and the Unfair Practice Charge ensued.

2/ The parties also met on January 11, 1980. The Borough contends that negotiations continued at that meeting and that this continuation of negotiations by the PBA estopped the PBA from asserting that a binding agreement had been reached on December 14, 1979. The Hearing Examiner finds that no negotiations occurred at that session (Transcript of June 30, 1980, at pp. 115, 116, 140 and 141) and further finds that, even if negotiations did occur, they would not estop the PBA from bringing this Charge. The Commission is charged with promoting, inter alia, "the prevention or prompt settlement of labor disputes..." (N.J.S.A. 34:13A-2), and will not in any way discourage parties from resolving labor disputes before or even after unfair practices have been filed by one or both of the parties.

At each of the negotiating sessions, each party was represented by at least one member of its three-member negotiating team. The Borough team consisted of three of the Borough Council's seven members. The PBA team consisted of three police officers including the PBA president.

At the first two sessions, the entire Borough negotiating team was present, and at least one member of the team expressly stated that the team could not commit the Borough to a contract and that the Borough Council would have to review and ratify any proposals suggested at those meetings. At the third session, only one council member was in attendance on behalf of the Borough: Mr. Paul Calocino, who also served as the Borough's Police Commissioner. Mr. Calocino did not expressly state that the Borough Council would have to review and ratify any proposals suggested at the December 14, 1979 meeting, nor did he expressly state that such review and ratification by the Borough Council would not be necessary. The PBA bargaining team expressly stated that it had authority to negotiate a one-year agreement at the third session.

As a result of the December 14, 1979 negotiating session, the PBA negotiating team thought it had a binding agreement for one year with an option for a second year. On December 15, 1979, the PBA negotiating team asked its membership to choose between a one-year agreement and a two-year agreement, both complete as to wages and other important contract terms. The membership chose the two-year agreement.

On December 16, 1979, the PBA president typed up the two-year agreement (Exhibit P-3A (the "Agreement")). A fellow negotiating

team member and the PBA president signed the Agreement that day, and later that day presented the Agreement to the Mayor of the Borough, who refused to sign it until the Borough's negotiating team signed it. Still later that day, the PBA president presented the Agreement to Mr. Calocino, who signed and retained a copy of the Agreement. Mr. Calocino testified that he signed the Agreement after stating that Council approval was necessary before the Agreement was binding. The PBA president testified to the contrary.

The Agreement contained the preamble quoted below:

> The following proposals were proposed by the mayor and council on 12/14/79, and were accepted by the PBA on 12/15/79. The exact terminology of these proposals will be agreed to by both the PBA lawyer and the Boro lawyer. The following proposals will be incorporated with the 1979 agreement to form a new two year agreement which will run from Jan. 1, 1980 through Dec. 31, 1981.

Mr. Calocino did not present the Agreement in its original form to the Borough Council at its December 19, 1979 meeting. Instead, he retyped the exact proposals included in the Agreement, but placed another preamble before the proposals, and deleted the signatures. The new preamble read as follows:

> The following proposals were discussed by me with the Police Negotiating Team on Friday, December 14, 1979. Please be prepared to discuss these items on Wednesday, December 19th.

The Council, at its December 19, 1979 meeting, rejected the memorandum submitted by Mr. Calocino. Following the meeting, Mr. Calocino informed the PBA president of the Borough Council's action.

Discussion and Analysis

A. Did the Borough violation N.J.S.A. 34:13A-5.4(a)(6)?

When the Borough rejected the provisions of Mr. Calocino's memorandum, it rejected the substance of the Agreement reached by Calocino and the PBA negotiating team on December 14, 1979. The Borough contends that it is not bound by the Agreement because Calocino had neither actual nor apparent authority to bind the Borough to a contract.

The question of actual authority is not at issue in this case. The PBA does not contend that the Borough authorized Calocino to bind the Borough to a contact. 3/ Instead, the PBA asserts that Calocino acted in such a manner as to indicate to the PBA team that he had authority to bind the Borough to an agreement at the December 14 negotiating session. The PBA argues that it was entitled to rely upon the apparent authority with which Calocino cloaked himself at the December 14 session and that the Agreement reached on that date should be enforced against the Borough.

In making this apparent authority argument, the PBA relies upon several Commission decisions. In Bergenfield Board of Education, P.E.R.C. No. 90, 1 NJPER 44 (1975), apparent authority was found where a preponderance of the evidence indicated that the representatives of each party were duly authorized, that these representatives worked within general guidelines set forth by their principals, that these representatives reached an agreement, and that the agreement reached contained no conditions precedent (e.g.

3/ Brief on behalf of PBA, 9/25/80, p. 2.

as to the need for ratification by either principal). In addition, the Commission noted in Bergenfield that negotiations conducted "in the absence of express qualifying conditions" 4/ could entitle one party to rely upon the apparent authority of the other party's agent where an agreement was reached without conditions precedent. These factors were also controlling in East Brunswick Board of Education, P.E.R.C. No. 77-6, 2 NJPER 279 (1976) and Mt. Olive Township Board of Education, H.E. No. 78-6, 3 NJPER 284 (1977), and further refined in Long Branch Board of Education, H.E. No. 77-12, 3 NJPER 337 (1977), where a Commission Hearing Examiner determined that "[n]either past practice nor reliance on some allegedly inferred but never expressed understanding can constitute express qualifying conditions." (at p. 33 ; footnotes omitted).

The PBA's reliance on these apparent authority cases is misplaced. In Bergenfield, East Brunswick, Mt. Olive and Long Branch, express qualifying conditions to negotiating authority were not stated at any point during negotiations. When such negotiating patterns in those cases were coupled with written agreements which also contained no conditions precedent, the doctrine of apparent authority was applied to uphold the repudiated agreements:

> ...the authority of an agent to do certain acts on behalf of his principal may be inferred from the continuance of the acts themselves over such a period of time and the doing of them in such a manner that the principal would naturally have become cognizant of them and would have forbidden them if unauthorized. 5/

4/ Bergenfield, supra, at 1 NJPER 46.

5/ East Brunswick, supra, at 2 NJPER 282 (footnote omitted).

In the instant case, express qualifying conditions were stated at the outset of negotiations and again at the second negotiating session. 6/ The PBA does not contest that the original ground-rules required ratification by the Borough Council of any agreement reached, but argues that these express qualifying conditions terminated at the December 14th meeting:

> Attorney for the Borough:
>
> Did you ever feel, before December 14th, 1979, that Mr. Calocino and Mr. Calocino alone could bind the Borough of Wood-Ridge to an agreement?
>
> President of PBA: No.
>
> Attorney for the Borough:
>
> But on December 14th for the first time you felt that way?
>
> President of PBA:
>
> He led me to believe that, sir, by what he stated.
>
> Attorney for the Borough:
>
> You said that he didn't say anything, that he had the authority to do it?
>
> PBA President:
>
> He told me at the beginning of the meeting when I asked him, are we here just to negotiate and I was told that I was told to come here to negotiate a contract and that is what we did.
>
> Attorney for the Borough:
>
> Now, before December 14th you told the Court that you did not believe that Mr. Calocino had the power to bind this community in an[d] of himself?
>
> PBA President: Yes.

6/ Tr. of 5/14/80 at 115, 116 (Testimony of PBA team member Dolci); Tr. of 5/30/80 at 4, 52 (Testimony of Borough team members O'Malley and Calocinno).

Attorney for the Borough:

On December 14th you said that he did not tell you that -- he had power to bind himself?

PBA President:

No, he did not tell me that. 7/

If a fundamental groundrule for negotiations is to change at subsequent sessions, a clear and formal declaration of the change should be stated. The evidence offered by the PBA president in the above testimony does not indicate that the groundrules had changed. Furthermore, Calocino testified that he told the PBA team that the Agreement was not binding until the Borough Council approved it at their December 19th meeting. 8/ While most of the essential elements for enforcing the Agreement on the basis of apparent authority are evident in this case (i.e. Calocino was a duly authorized representative of the Borough, had guidelines set forth by the Borough within which to work, 9/ and reached an agreement with the PBA team which contained no conditions precedent), these factors are outweighed by the express qualifying conditions stated by the Borough team at the first two negotiating sessions and unaltered by Calocino at the December 14th session.

Under the circumstances presented, the Hearing Examiner finds that the PBA was not entitled to rely upon the Agreement reached with Calocino on December 14, 1979. Accordingly, it is hereby determined that the Borough's conduct was not violative of N.J.S.A. 34:13A-5.4(a)(6), and that the Agreement reached by Mr.

7/ Transcript of 5/14/80 at p. 68.

8/ Transcript of 6/30/80 at pp. 69, 70 and 116.

9/ Transcript of 6/30/80 at pp. 5, 56, 57 and 94.

Calocino and the PBA negotiating team is not enforceable against the Borough.

B. Did the Borough Violate N.J.S.A. 34:13A-5.4(a)(5)?

On December 19, 1979, the Borough Council did not reject the actual Agreement reached by Calocino and the PBA team on December 14 and signed on December 16. Instead, the Council rejected a memorandum drawn up by Calocino which restated the Agreement. Calocino did not present the actual Agreement to the Council for approval.

Whether the Agreement was binding on the Borough or not, Calocino negotiated in bad faith when he failed to present that Agreement to the Council. Lower Township Board of Education, 4 NJPER 25 (¶4013, 1977). While it is true that, as to wages and other important contract provisions, Calocino's memorandum and the actual Agreement were identical, Calocino was required to present the actual Agreement to the Borough. The absence of the preamble and signatures on the memorandum may have affected councilmen's votes.

Calocino testified that he did not present the Agreement to the Council on the advice of the Borough attorney: "He advised me not to mention it the night of the 19th because it would be discussed later in the evening." (Transcript of June 30, 1980, at p. 112.) This explanation does not negate the §(a)(5) charge. Moreover, the Borough attorney denied that he even saw the Agreement before the December 19th meeting. 10/

Accordingly, the Hearing Examiner finds that the conduct of the Borough, through its agent, constituted a refusal to negotiate

10/ Transcript of 6/24/80 at p. 46.

in good faith and thus was violative of N.J.S.A. 34:13A-5.4(a)(5).

C. Did The Borough Violate N.J.S.A. 34:13A-5.4(a)(1)?

In its negotiations with the PBA for 1980, the Borough failed to negotiate in good faith, a violation of §(a)(5). This conduct also served to interfere with, restrain or coerce employees in the exercise of rights guaranteed to them by the Act, derivately, a violation of §(a)(1).

Recommended Order

Accordingly, for the reasons set forth above, the Hearing Examiner recommends that the Commission ORDER:

A. That the Borough of Wood-Ridge cease and desist from:

1. failing to negotiate in good faith with the Wood-Ridge PBA, Local 26.

2. interfering with, restraining or coercing its employees in the exercise of the rights guaranteed to them by the Act.

B. That the Borough take the following affirmative action:

1. Commence contract negotiations for the calendar year 1980, immediately upon demand of the Wood-Ridge PBA, Local 26.

2. Post in its central building in Wood-Ridge, New Jersey, copies of the attached notice marked "Appendix A." Copies of said notice, on forms provided by the Commission, shall, after being signed by the Borough's representative, be posted by the Borough immediately upon receipt thereof, and maintained by it for a period of at least sixty (60) consecutive days thereafter in

conspicuous places where notices to its employees are customarily posted. Reasonable steps shall be taken by the Borough to ensure that such notices are not altered, defaced or covered by any other material.

2. Notify the Chairman of the Commission in writing within twenty (20) days from the receipt of this Recommended Report and Decision as to what steps have been taken to comply herewith.

Mark A. Rosenbaum
Hearing Examiner

DATED: December 12, 1980
Trenton, New Jersey

APPENDIX A

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 negotiate in good faith with the Wood-Ridge PBA Local 26.

WE WILL NOT interfere with, restrain or coerce our employees in the exercise of the rights guaranteed to them by the Act.

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