

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF CAMDEN,

Petitioner,

-and-

Docket No. SN-2009-075

CAMDEN COUNTY COUNCIL NO. 10,

Respondent.

CITY OF CAMDEN,

Respondent,

-and-

Docket No. CO-2009-132

CAMDEN COUNTY COUNCIL NO. 10,

Petitioner.

SYNOPSIS

The Public Employment Relations Commission addresses whether N.J.S.A. 52:27BBB-1 (Municipal Rehabilitation and Economic Recovery Act "MRERA") preempts negotiations in a scope of negotiations proceeding filed by the City of Camden for a restraint of binding arbitration of a grievance filed by Camden County Council No. 10. The grievance contests layoff procedures. The Commission holds that the answer to whether the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., is preempted by MRERA and thus preempts negotiations over layoff procedures is intertwined with a related question pending before the Superior Court and grants the City's request for a restraint of binding arbitration. The Commission also grants Camden Council 10's motion for summary judgment in a related unfair practice proceeding. The charge challenges the City's refusal to supply information in connection with a layoff. The Commission holds that nothing in MRERA absolves the City from complying with the duty of an employer to supply information. The Commission also grants the City's cross-motion for summary judgment on the aspect of the unfair practice charge that alleges a duty to negotiate over layoff procedures.

This synopsis is not part of the Commission decision. It has been prepared for the convenience of the reader. It has been neither reviewed nor approved by the Commission.

P.E.R.C. NO. 2010-18

STATE OF NEW JERSEY
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CAMDEN COUNTY COUNCIL NO. 10,

Petitioner.

Appearances:

For the Petitioner, Blank Rome LLP, attorneys (Scott F. Cooper and Steven D. Weinstein, of counsel)

For the Respondent, Spear Wilderman, P.C., attorneys (James Katz, of counsel)

DECISION

This case addresses a preemption question raised in a scope of negotiations petition filed by the City of Camden (SN-2009-075) and in cross-motions for summary judgment in an unfair practice charge filed by Camden County Council No. 10 (CO-2009-132). The charge also challenges a refusal to supply information. With regard to the information request, we grant Council No. 10's motion for summary judgment. With regard to the

question of whether the Municipal Rehabilitation and Economic Recovery Act ("MRERA"), N.J.S.A. 52:27BBB-1 et seq., preempts negotiations over layoff procedures, we conclude that the answer is intertwined with a related question pending before the Superior Court and therefore grant summary judgment.^{1/}

Procedural History and Undisputed Facts

MRERA is a statute applied in certain economically impoverished municipalities that are in a continuing state of fiscal distress. It permits the State to "take exceptional measures, on an interim basis, to rectify certain governance issues faced by such municipalities and to strategically invest those sums of money necessary in order to assure the long-term financial viability of [those] municipalities." N.J.S.A. 52:27BBB-2. MRERA provides for the appointment of a Chief Operating Officer ("COO") to oversee the implementation of the corrective measures taken by the State. N.J.S.A. 52:27BBB-7. Since its adoption, MRERA has applied only to the City of Camden.

After the City came under MRERA in July 2002, the COO negotiated separate collective negotiations agreements with Council No. 10 for supervisory and non-supervisory employees.

^{1/} We deny the City's request for oral argument. The matter has been thoroughly briefed.

Both contracts were effective from January 1, 2005 through December 31, 2008. Article III, Seniority, of both agreements provides, in pertinent part:

A. Except where the New Jersey Department of Personnel regulations require otherwise, the employee with the greatest amount of seniority shall be given preference provided the employee has the ability to perform the work with respect to demotions, layoffs, recalls, vacation schedules and holiday.

In August 2008, the COO met with representatives of Council 10 to inform them that in response to a budget shortfall, the City would reduce the number of positions. On September 4, City employees received a notice from the COO advising them of the anticipated reduction. On September 12, Council 10's President informed the City that since it appeared that the City did not intend to conduct the reductions in accordance with Civil Service layoff procedures, it wished to commence negotiations over alternate procedures. Council No. 10 asserts that because the City is a Civil Service jurisdiction subject to the layoff procedures of the Civil Service Act, N.J.S.A. 11A:8-1 to 8.4, and its implementing regulations, N.J.A.C. 4A:8-1.1 to 2.6, it had not previously negotiated alternative layoff procedures with the City.

On August 26, September 13 and September 27, 2008, Council 10's President wrote to the City Attorney seeking information and

documents in connection with the anticipated reduction in the number of filled positions.

On October 14, 2008, Council No. 10 filed an unfair practice charge asserting that the City violated the New Jersey Employer-Employee Relations Act ("NJEERA"), specifically N.J.S.A. 34:13A-5.4a(1), (3), (5), and (7),^{2/} when it failed to negotiate over layoff procedures and failed to produce information requested by Council 10.

On November 13, 2008, 26 City employees, 19 of whom were Council 10 unit members, received notice from the COO that "for economic reasons, the City . . . must reduce its number of filled positions and . . . your position has been identified as a position to be abolished pursuant to [MREERA]. . . ." The letter informed the affected employees that "their obligation to work ceased immediately," and that "a check representing normal pay

^{2/} These provisions prohibit public employers, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this act . . . (3) Discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage employees in the exercise of the rights guaranteed to them by this act . . . (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. . . ."

for the next (60) days and any applicable contractual payouts" would be made available.^{3/}

On December 8, 2008, Council No. 10 filed a class action grievance asserting that the City "failed to comply with contractual provisions in the manner in which employees were selected for separation from employment and failed to recognize the bargaining unit contractual recall rights in the future."

On December 12, 2008, the City denied the grievance. On January 2, 2009, Council No. 10 filed a request for submission of a panel of arbitrators.^{4/}

On January 16, 2009, a Complaint and Notice of Hearing issued on the 5.4a(1) and (5) allegations in the unfair practice charge. Also on that date, Council 10 filed a Superior Court complaint against the City, seeking a declaration that the City

^{3/} In addition to the normal pay received by the affected individuals, they also received severance benefits based on years of service pursuant to Article XIV, Fringe Benefits, of the collective negotiations agreements.

^{4/} On December 3, 2008, the City filed an order to show cause and a verified complaint for declaratory judgment in the Superior Court Law Division, naming Council No. 10 and this Commission as defendants. City of Camden v. Camden Cty Council No. 10 and State of New Jersey, Public Employment Relations Commission, Dkt. No. L-6035-08. The City asserted that MRERA preempts the Act and that PERC did not have jurisdiction to adjudicate the unfair practice charge. The City also requested that the Court issue a preliminary injunction enjoining Council 10 from proceeding before the Commission. The Honorable Francis J. Orlando, A.J.S.C, denied the City's request for injunctive relief and dismissed those portions of counts one and two of the City's complaint pertaining to our processing of the unfair practice charge.

was not authorized to lay off the employees outside the protections of the Civil Service Act and Article 1 of the New Jersey Constitution. Council 10 v. City of Camden, Dkt. No. L-310-09.^{5/} That complaint also alleges that the City improperly calculated separation pay under MRERA.

On May 4, 2009, the City filed a scope of negotiations petition, seeking to restrain arbitration of Council No. 10's grievance. The City asserts that MRERA preempts an obligation that might otherwise apply under the NJEERA to negotiate over using seniority to determine the order of layoffs, recall, bumping rights and notice.

On May 6, 2009, the City moved for summary judgment in the unfair practice case. On May 28, Council No. 10 cross-moved for summary judgment.

Summary judgment will be granted if there are no material facts in dispute and the movant is entitled to relief as a matter of law. N.J.A.C. 19:14-4.8(d); Brill v. Guardian Life Ins. Co. Of America, 142 N.J. 520, 540 (1995); Judson v. Peoples Bank & Trust Co., 17 N.J. 67, 73-75 (1954).

Layoff Procedures

^{5/} Council No. 10's complaint was consolidated with the portions of the City's complaint that were not dismissed pursuant to Dkt. No. L-6035-08, and the consolidated matters are currently pending before the Honorable Francis J. Orlando, A.J.S.C.

The question in the scope of negotiations petition is the same as one of the questions in the unfair practice charge. Does MRERA preempt the obligation to negotiate over mandatorily negotiable layoff procedures?

Local 195, IFPTE v. State, 88 N.J. 393 (1982), sets the standards for determining whether a subject is mandatorily negotiable:

A subject is negotiable between public employers and employees when (1) the item intimately and directly affects the works and welfare of public employees; (2) the subject has not been fully or partially preempted by statute or regulation; and (3) a negotiated agreement would not significantly interfere with the determination of governmental policy. To decide whether a negotiated agreement would significantly interfere with the determination of governmental policy, it is necessary to balance the interests of the public employees and the public employer. When the dominant concern is the government's managerial prerogative to determine policy, a subject may not be included in collective negotiations even though it may intimately affect employees' working conditions. [Id. at 404-405].

Absent preemption, the NJEERA authorizes negotiations over layoffs by order of seniority, bumping and recall rights, and notice. State v. State Supervisory Employees Ass'n, 78 N.J. 54, 83-90 (1978). To be preemptive, a statute or regulation must speak in the imperative and expressly, specifically and comprehensively set an employment condition. Bethlehem Tp. Ed.

Ass'n v. Bethlehem Tp. Bd. of Ed., 91 N.J. 38, 44; State v. State Supervisory Employees Ass'n, 78 N.J. 54, 80 - 82 (1978).

Under MRERA, within 30 days of the assumption of job duties, the COO, in conjunction with the mayor, shall recommend the interim appointment of department heads. Within 30 days of the interim appointment of department heads, the COO was to prepare a municipal management study. N.J.S.A. 52:27BBB-12. This study was to include recommendations for the reorganization of municipal government in order to achieve the most cost-effective professional delivery of municipal services and structure appropriate pay scales and qualifications for department heads. N.J.S.A. 52:27BBB-12. The study was completed in June 2004 and none of the layoffs that are the subject of this litigation were in response to the recommendations of the study.

Also under MRERA, the Commissioner of Personnel, in conjunction with the COO, was to design a remedial Human Resources Plan for Camden "which best supports the efficient and effective delivery of services of" Camden. N.J.S.A. 52:27BBB-14. Such a plan was never adopted.

The City contends that a portion of MRERA, N.J.S.A. 52:27BBB-15, entitled "Abolishment of certain municipal positions," preempts negotiations over layoffs by order of seniority, bumping and recall rights, and notice. It argues that

section 15 authorizes the COO to abolish positions "notwithstanding" any other law, including the NJEERA.

N.J.S.A. 52:27BBB-15 provides, in pertinent part:

a. Notwithstanding any other provision of law or contract, the chief operating officer may abolish positions in the municipality not under the direct supervision of the municipal governing body at any time. All of the functions, powers and duties of such abolished positions shall be exercised by the chief operating officer or those persons whom the chief operating officer designates to exercise them during the rehabilitation term. The affected individuals shall be given 60 days' notice of termination or pay for the same period. The notice or payment shall be in lieu of any other claim or recourse against the municipality based on law or contract or term of office.

b. Notwithstanding any law, rule or regulation to the contrary, no individual whose position is abolished by operation of this section shall be entitled to assert a claim to any position or to placement upon a preferred eligibility list for any position to which the individual may be entitled by virtue of tenure or seniority within the municipality. Nothing herein shall preclude an individual from asserting upon separation from service any legal contractual right to health care coverage, annuities, accrued vacation days, accrued sick leave, insurance and approved tuition costs. No individual whose position is abolished by operation of this subsection shall retain any right to tenure or seniority in the positions abolished herein.

Council No. 10 argues that N.J.S.A. 52:27BBB-15 was meant to apply to department heads whose positions were abolished as part of the municipal management study or human resources plan, since

the provision provides that "all of the functions, powers and duties of such abolished positions shall be exercised by the chief operating officer or those persons whom the chief operating officer designates to exercise them during the rehabilitation term."^{6/} Council No. 10 argues that it is was not meant to apply to the layoff of rank and file employees who lost their jobs not due to a reorganization, but due to inadequate State aid. It further argues that this interpretation is consistent with N.J.S.A. 52:27BBB-9, which allocates to the COO all powers heretofore assigned for municipal operations for the "hiring and firing of department heads, managers, and supervisory employees," but affords no explicit power to terminate non-supervisory employees. Finally, Council No. 10 argues that section 15 makes a significant distinction between legal and contractual protections relating to abolished positions. It notes that section 26 of MRERA requires that collective negotiations agreements in effect at the time of a rehabilitation term shall remain in force, and that the COO is empowered to negotiate subsequent collective negotiations agreements.

After careful consideration of the record and the parties' arguments, we find that the issue of whether MRERA preempts the

^{6/} Council 10 is "not challenging the COO's right to eliminate positions, reduce the workforce, designate which positions are abolished, the number of employees laid off, or the amount of money saved by the City, all of which [it] concedes are non-negotiable." Council 10's brief at 19.

NJEERA with regard to layoffs by order of seniority, bumping and recall rights, and notice is secondary to the issue pending in Council 10 v. City of Camden, Dkt. No. L-310-09, which involves a determination of whether MRERA preempts the Civil Service Act on those same issues. If MRERA is found not to preempt the Civil Service Act, then there would be no issues to negotiate under the NJEERA, because the Civil Service Act comprehensively addresses layoffs by order of seniority, bumping and recall rights, and notice. N.J.S.A. 11A:8-1. If section 15 of MRERA is found to preempt the Civil Service Act, then MRERA would also preempt negotiations over layoff procedures under the NJEERA, unless there is merit to Council No. 10's argument that a portion of MRERA itself requires that labor contracts nevertheless be enforceable.^{7/}

Among other things, Article III of the parties' contract provides that seniority shall be given preference with respect to layoffs and recalls. Council No. 10 highlights a difference in the prefatory language of N.J.S.A. 52:27BBB-15(a) and (b). Subsection (a) begins: "notwithstanding any other provision of law or contract" and goes on to describe the general authority of the COO to abolish positions and the required notice period. Subsection (b) begins: "notwithstanding any law, rule, or

^{7/} Council No. 10's argument that section 15 was meant to apply only to administrators is an argument that would apply both to the Civil Service Act and the NJEERA.

regulation to the contrary" and goes on to describe restrictions on bumping and recall rights. Council 10 argues that since the prefatory language of subsection (b), unlike the prefatory language of subsection (a), is silent on the issue of contracts, the Legislature meant for contractual provisions relating to recall rights to be enforceable. We disagree. If subsection b preempts the protections of the Civil Service Act and our Act, the prefatory language specifies that it does so notwithstanding any contrary law, rule or regulation. The absence of the word "contract" in the list of items that do not supersede the commands of subsection b does not mean that other items that are not listed do supersede the commands of that subsection. In fact, subsection b specifically provides that contracts can provide for health care coverage, annuities, accrued vacation days, accrued sick leave, insurance and approved tuition costs. We have no basis to conclude that contractual provisions on tenure, seniority, bumping or recall were intended to supersede that subsection.

Under all these circumstances, we grant the City's motion for summary judgment on the aspect of the unfair practice charge that alleges a duty to negotiate over layoff procedures associated with the disputed layoffs. We do so because, if MRERA preempts the application of the Civil Service Act, then MRERA would preempt negotiations obligations under the NJEERA; if MRERA

does not preempt the application of the Civil Service Act, then the Civil Service Act would preempt negotiations under the NJEERA. We also grant the City's request for a restraint of binding arbitration over these issues on the same grounds.

Duty to Supply Information

The union requested the following documents from the City:

- a. A list of all employees hired or promoted this year (2008), including title and salary;
- b. A list of all non-permanent, temporary, or provisional non-uniform employees currently employed, their current title, department, salary, and date of hire; date of hire into current position; and identify any permanent title held and date last in that title;
- c. A list of all employees transferred this year, including date of transfer, current and former position and status (whether permanent or provisional);
- d. A description of any and all efforts made by the City to minimize layoffs, including the following actions: identify all non-permanent employees who were separated from employment this year, their salary, title and date of separation; identify any provisional employees who were transferred to their former permanent titles identifying date of transfer, provisional title and permanent title;
- e. Identify all individuals who participated in final decision to select which positions were abolished and for each individual identified, describe the nature of their involvement;
- f. For each individual in a title that is being abolished, list full name; address; telephone number; race; date of hire; titles formerly held, and status in title (whether

provisional or permanent); dates held in those titles; and breakdown final paycheck they will receive by salary, severance, vacation, and any other such payments;

g. Please indicate whether the titles being held by individuals who are being separated from the City will remain, and if so, for each such title remaining, please identify the name of all persons employed in such titles anywhere in the City, and for each such person, indicate their hire date with the City, their department; their hire date in the title and their status held in the title, whether permanent or provisional;

h. Please state whether individuals who have been separated from the City (due to abolished positions) who will subsequently retire in the next 60 days and/or individuals who remain employed with the City but who retire prior to the execution of the next collective bargaining agreement, will be treated as employees for purposes of all medical and other benefits under the existing collective bargaining agreement;

i. Please indicate which provisions of the collective bargaining agreement are being applied to individuals who are being separated from the City, including specifically whether Article III, Sections A and E; Article VIII, Section D; Article IX, Section C and D; Article XI, Section C; Article XII, Section C; Article XIV, Sections B, 1 and 2;

j. For all departments where individuals were employed where positions were abolished, please identify all remaining positions by title in that department and identify all persons holding such titles, and the names, title and date of hire of all classified employees in such departments;

k. Please list all non-uniform employees remaining employed in the City by Department, other than those identified in section j,

including name, title, status (permanent or provisional), date of hire within the City, and date of placement within the title;

l. Information regarding criteria and procedures used in determining the positions/employees to be eliminated and in implementing the termination;

m. Size of layoff and who determines it;

n. Alternatives considered other than layoffs;

o. Copies of all correspondence to and from Department Directors relating to layoffs and staffing for January 1, 2008 to the present;

p. Copies of all correspondence between the City and the State of New Jersey and between the COO and the Manager, City Council and Business Administrator regarding funding allocations and staffing from January 1, 1008 to the present;

q. total allocation to City of Camden from the State including all grants, for fiscal years 2004 through 2009;

r. The COO's contract;

s. Copies of remedial human resource plan undertaken by the Department of Personnel for Camden or changes in staffing and organization structure approved by the Commissioner of Personnel in support of rehabilitation and economic recovery for Camden;

t. Copy of COO's report seeking extension of initial recovery period; most recent biannual report provided by the COO to local finance board on Camden's progress towards achieving economic recovery; most recent strategic revitalization plan for the City of Camden provided by the Economic Recovery Board;

u. Copy of the most recent property tax collection audit determining which properties are in arrears which was sent to the DCA Commissioner;

v. Regarding Municipal Management Study completed by the COO, identify every objective that was met and any recommendations in that study to transfer, assign or reclassify employees; identify employees so impacted; and dates of such actions;

w. Identify individuals on Community Advisory Board utilized to obtain citizen input in connection with rehabilitation and economic recovery process in Camden, and minutes of all meetings conducted by the Community Advisory Board with the COO in the last two years;

x. Action plan developed by Regional Impact Council for Camden, identifying all public members of the Council and minutes for the last two years.^{8/}

The City asserts that it did not have a duty to supply information requested by Council 10 because such information is irrelevant since only the Legislature through its enactment of MRERA determines the treatment of individuals whose positions are abolished. Council 10 contends that the City is obligated to furnish documents necessary for it to perform its representational functions.

^{8/} In the certification of Karl Walko, Council 10's President, he asserts that the City refused to provide the requested information. The City, in the legal argument of its brief, contends that it did provide Council 10 with documentation explaining who was affected by MRERA and how their separation pay was calculated under N.J.S.A. 52:27BBB-15(a).

Relying on federal precedent, we have held that an employer must supply information if there is a "probability that the desired information [is] relevant and that it [will] be of use to the union in carrying out its statutory duties and responsibilities." Shrewsbury Bd. of Ed., P.E.R.C. No. 81-119, 7 NJPER 235, 236 ¶12105 1981); Fraternal Order of Police, Newark Lodge No. 12 v. City of Newark, P.E.R.C. No. 2010-11, ___ NJPER ___ (¶__ 2009).

Relevance in this context is determined under a discovery-type standard, not a trial-type standard. State of New Jersey, P.E.R.C. No. 88-27, 13 NJPER 752 (¶18284 1987), recon. den. P.E.R.C. No. 88-45, 13 NJPER 841 (¶18323 1987), relying on NLRB v. Acme Industrial Co., 385 U.S. 432, 437 (1967). Thus "a broad range of potentially useful information should be allowed the union for the purpose of effectuating the bargaining process." Shrewsbury Bd. of Ed., quoting Proctor & Gamble Manufacturing Co. v. NLRB, 603 F.2d 1310, 1315 (8th Cir. 1979). All the circumstances of a case are considered in deciding the extent of an employer's duty to supply information, including an employee's privacy interest, the union's need for the information, and the employer's business reasons for not supplying the requested information. Morris Cty. v. Morris Council No. 6, 371 N.J. Super. 246 (App. Div 2004).

Employers have a duty to respond to relevant requests for information in a timely manner or to adequately explain why the information will not be furnished. Regency Service Carts, Inc and Shopmen's Local Union No. 455, 345 NLRB 671, 673 (2005).^{9/} An unfair practice may occur if an employer does not provide the requested information "reasonably" promptly. NLRB v. John S. Swift Co., 277 F.2d 641, 645 (7th Cir. 1960). While a per se rule cannot be defined, a good faith effort on the part of the employer is expected in responding to an information request as promptly as circumstances allow, considering the extent of the information sought, the availability of the information, and any difficulty in retrieving it. West Penn Power Co., 339 NLRB 585, 587 (2003), enf'd in part 394 F.3d 233 (4th Cir. 2005).

The union contends that "items a through i and l and o were necessary for the union to protect the rights of the employees whose positions were abolished and to negotiate additional protections and pre-layoff procedures on their behalf. Items a through c and j and k are required for Council 10 to investigate and arbitrate its pending grievance. Finally, items a, b, g, h, k, and o through x are needed for the union to prepare for the upcoming contract negotiations and to fulfill its bargaining agent functions." Given the broad-based standard for relevance

^{9/} It is appropriate for us to refer to the experience under the federal Labor-Management Relations Act, 29 U.S.C. 141 et seq., for guidance. Galloway Tp. Bd. of Ed. v. Galloway Tp. Ass'n of Educational Secretaries, 78 N.J. 1, 9 (1978).

in this context, the union has met its burden that the requested information will be useful to it in its representational capacity. Shrewsbury Bd. of Ed.; City of Newark. Nothing in MRERA absolves the City from complying with the well-established duty of an employer to supply potentially relevant and useful information to a majority representative, regardless of the City's assertions about the wide scope and breadth of MRERA and its possible preemption of the Act. Council 10's motion for summary judgment on this issue is granted.

ORDER

The City of Camden's request for a restraint of binding arbitration is granted. The City's motion for summary judgment is granted on the aspect of the unfair practice charge that alleges a duty to negotiate over layoff procedures associated with the November 13, 2008 layoffs. Camden County Council No. 10's cross-motion for summary judgment is granted on the issue of the City's duty to supply information.

The City of Camden is ordered to:

A. Cease and desist from:

1. Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by the New Jersey Employer-Employee Relations Act, particularly by refusing to supply potentially relevant and useful information to Camden County Council No. 10.

2. 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, particularly by refusing to supply potentially relevant and useful information to Camden County Council No. 10.

3. Post in all places where notices to employees are customarily posted, copies of the attached notice marked as Appendix "A." Copies of such notice shall, after being signed by the Respondent's authorized representative, be posted immediately and maintained by it for at least 60 consecutive days. Reasonable steps shall be taken to ensure that such notices are not altered, defaced or covered by other materials.

4. Within 20 days of receipt of this decision, notify the Chairman of the Commission of the steps the Respondent has taken to comply with this order.

The remaining allegations in the Complaint are dismissed.

BY ORDER OF THE COMMISSION

Chairman Henderson, Commissioners Branigan, Buchanan, Colligan, Fuller, Joanis and Watkins voted in favor of this decision. None opposed.

ISSUED: September 24, 2009

Trenton, New Jersey

**NOTICE TO EMPLOYEES
PURSUANT TO
AN ORDER OF THE
PUBLIC EMPLOYMENT RELATIONS COMMISSION
AND IN ORDER TO EFFECTUATE THE POLICIES OF THE
NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT,
AS AMENDED,**

We hereby notify our employees that:

WE WILL cease and desist from interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by the Act, particularly by refusing to supply potentially relevant and useful information to Camden County Council No. 10.

WE WILL cease and desist from 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, particularly by refusing to supply potentially relevant and useful information to Camden County Council No. 10.

Docket No. CO-2009-132

CAMDEN COUNTY COUNCIL NO. 10
(Public Employer)

Date: _____

By: _____

This Notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced or covered by any other material.

If employees have any question concerning this Notice or compliance with its provisions, they may communicate directly with the Public Employment Relations Commission, 495 West State Street, P.O. Box 429, Trenton, NJ 08625-0429 (609) 984-7372.