

P.E.R.C. NO. 2015-51

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF NEWARK,

Respondent,

-and-

Docket Nos. CO-2013-293

CO-2013-304

FRATERNAL ORDER OF POLICE,  
NEWARK LODGE NO. 12,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission grants in part and denies in part the motion for summary judgment filed by the Fraternal Order of Police, Newark Lodge No. 12 (FOP) and the cross-motion for summary judgment filed by the City of Newark. The Commission finds that the City violated N.J.S.A. 34:13A-5.4a(1) and (5) of the New Jersey Employer-Employee Relations Act by failing to provide information potentially relevant to processing grievances, and orders the City to provide the requested information on all but one issue. The Commission dismisses the FOP's allegations that the City violated the Act by failing to comply with arbitration awards and grievance settlements.

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.

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Appearances:

For the Respondent, Karen Brown, Corporation Counsel  
(Alison Brown-Jones, Assistant Corporation Counsel)

For the Charging Party, Markowitz and Richman,  
attorneys (Stephen C. Richman and Matthew D. Areman, of  
counsel)

DECISION

The Fraternal Order of Police, Newark Lodge No. 12 (FOP) filed unfair practice charges against the City of Newark on April 10, 2013 (CO-2013-293) and April 24, 2013, amended May 1, 2013 (CO-2013-304). The charges allege that the City violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically 5.4a(1) and (5)<sup>1/</sup>, by failing to provide the

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<sup>1/</sup> 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. (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  
(continued...)

FOP with requested information needed to process multiple grievances, and by failing to comply with arbitration awards and grievance settlements.

On May 20, 2013, the Director of Unfair Practices wrote to the parties. Among other things, she indicated that the case was assigned to a staff agent and the respondent was requested to submit a statement of position by June 3 explaining why the allegations in the charges, if true, would or would not constitute unfair practices. On June 12, the City requested an extension until June 30 to submit a statement of position, and on June 13 a staff agent granted the City's request.

On June 28, 2013, the City's Assistant Corporation Counsel filed a statement of position asserting her understanding that the Newark Police Department Legal Affairs Division was in the process of compiling the information requested by the union, and that one of the grievances for which information was sought had been resolved. On August 12, following a July 31 conference among the parties, the staff agent wrote a letter to the parties outlining actions for the City to take by September 15.

By letter of September 25, 2013, counsel for the FOP indicated that the City had still failed to provide the requested

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1/ (...continued)  
refusing to process grievances presented by the majority representative."

information. By letter of October 21, following a status conference call, the Commission staff agent wrote the following to the parties:

This will confirm the understanding reached during the October 21 status conference call. We convened the call at Mr. Richman's request after his September 25 letter asserting that the City has failed to take certain actions as agreed at the July 31 conference. Specifically, Mr. Richman asserted that the City had not provided written confirmation that the outstanding stipends were paid per the Director's May 10 memorandum, and had not provided its legal position concerning what information can be provided about officers' visits to Internal Affairs and officers' reference to Garrity in narrative statements. Mr. Richman related that there had been no change in the status of the matters since his September 25 letter, including the FOP's allegation that the City has repudiated the grievance procedure by its continued failure or refusal to comply with grievance and arbitration awards and/or settlements.

Ms. Brown Jones indicated that there had been some staffing changes in Internal Affairs and that a meeting was scheduled to update the new personnel on these issues. Ms. Brown Jones agreed to provide a written status update by Friday, October 25, addressing the City's position on the Internal Affairs and Garrity issues, and whether the subject stipends were paid. The parties agreed that any issues remaining unresolved after Ms. Brown Jones' letter will be referred to the Director of Unfair Practices for a determination on complaint issuance.

By letter of October 25, 2013, the City's Assistant Corporation Counsel responded with the following:

I am the attorney representing the City of Newark in the above captioned matters.

Pursuant to our telephone status conference, I have not received any additional information from the Police Department requested in the Unfair Practice Charges. As I indicated, there has been a change in the staff assigned to the Legal Affairs Division and they are following up on the information that was not provided previously. I am working closely with them and Detective Olga Perez, who attended the initial conference on the Charge, has made herself available to answer any questions. The information requested is extensive and requires time to compile. I can provide with a status within two weeks.

On November 1, 2013, the Commission staff agent informed the parties that she would grant the City's requested extension to provide an update on compiling the information, but would refer the matter to the Director of Unfair Practices for complaint issuance if an update is not received or does not resolve the issues raised in the charge. The City provided no further status updates on its efforts to compile the requested information.

On March 4, 2014, a Complaint and Notice of Hearing issued. The cover letter to the parties reminded the respondent of its obligation to file an Answer and that, if no Answer was filed, all allegations in the Complaint would be deemed to be admitted to be true, unless good cause to the contrary was shown. The cover letter also reminded the respondent that a statement of position does not automatically constitute an Answer

and that should a respondent desire that a statement of position constitute an Answer, it must so inform the Hearing Examiner in writing.

The respondent did not file an Answer. Nor did it write the Hearing Examiner.

On July 11, 2014, the FOP filed a motion for summary judgment and brief. It argues that because the City did not file an Answer, the allegations set forth in the charges are to be considered true. Therefore, it argues, there can be no genuine issue of material fact and the FOP is entitled to judgment as a matter of law. The allegations set forth in Docket No. CO-2013-293 are:

The Fraternal Order of Police Newark Lodge No. 12 ("FOP") is the majority representative of the police officers employed by the City of Newark ("City"). The FOP submits that the City has failed to comply with its lawful obligation to supply necessary and relevant information as requested by the FOP, as follows:

(1) By letters dated February 20, 2013 and March 22, 2013, the FOP protested a change in the City's policy by refusing to permit employees to reference the Garrety ruling in submissions to Internal Affairs and had, in fact, deleted the reference to Garrety in reports submitted by specific police officers. A grievance was filed and additional recourse is being considered.

In support of the FOP's position, it requested the names of all

police officers who responded to Internal Affairs in the past six months; the names of all police officers who had reports altered in any way by Sgt. Locke or any other investigator in Internal Affairs; the names of all superior officers currently assigned to Internal Affairs, and any court decision that changed employee rights as outlined under Garrety v. State of New Jersey (See Attachments 1(a) and 1(b)).

(2) By letter dated March 4, 2013, a grievance was filed by the FOP protesting the calculation of lump sum benefits for Police Officer Chet Soloweji and all other adversely affected officers. The FOP requested the names of all bargaining unit employees who retired in 2012-2013, the work sheets and calculations used to devise the lump sum calculation, including base pay, overtime accounts, stress pay, vacation accounts, holiday accounts, longevity rate, clothing allowance, detective allowance and FLSA compensation and the command squad and hours of work for each 2012 and 2013 retiree named. In response to the FOP's request, the City provided only the names of the 2012 and 2013 retirees and the work sheets and lump sum calculation for Police Officer Soloweji. The remaining information that was requested was not, however, provided. (See Attachments 2(a) and 2(b)).

(3) The FOP, by letter dated March 5, 2013, filed a grievance protesting the City's removal of contractual stipends for injured or sick police officers. In support

of the grievance, the FOP requested on that date the squad and hours of work for all bargaining unit members listed on Personnel Orders 2012-148 and 2013-39 prior to be reassigned to medical services as well as the squad and hours of work upon their return to the original command for Detective Cynthia Baker, Detective William O'Dwyer, Detective Rui Domingues, Police Officers Angel Perez, Christopher Segarra, Raymond Velez, Emerson Verano, Jacob Hernandez, Gustavo DaSilva, Lisa Sanchez and Detective Wyhidi Wilson; any stipend paid to qualified personnel listed on Personnel Orders 2012-148 and 2013-39, including, but not limited to, stress pay/shift differential, detective allowance, motorcycle stipend while on long term sick and injured duty; any tour change notice or any tour change waiver (co-signed by FOP representative) for any bargaining unit member listed on Personnel Order 2012-148 or Personnel Order 2013-39; the name of any other bargaining unit member currently listed as assigned to medical services, whose name does not appear on Personnel Order 2012-148 or Personnel Order 2013-39; the squad and hours of work for any other bargaining unit member currently assigned to medical services, whose name does not appear on Personnel Order 2012-148 or Personnel Order 2013-39, prior to their reassignment to medical services; any tour change notice or tour change waiver (co-signed by FOP representative) of any bargaining unit member currently assigned to Medical Services whose name does not appear on Personnel Order 2012-148 or Personnel Order



2013-39; a complete roster of all bargaining unit members currently listed as assigned to Medical Services. (See Attachment 3). To date, the FOP has not received any of the requested information.

The City's failure to provide information has been the subject of numerous unfair practice charges in the past, including an unfair practice charge docketed at CO-2008-088, which was settled by entering into a Memorandum of Agreement (Attachment 4). Notwithstanding the Memorandum of Agreement, the City has, however, continued to fail to provide the requested information to the FOP.

On August 1, 2014, the City filed a cross-motion for summary judgment along with a brief, exhibits, and the certification of Detective Olga Perez. After asserting that there is no genuine issue of material fact in the case, the City then disputes the FOP's factual allegations of its failure to provide requested documents. The cross-motion asserts that the City "provided most of the requested information to the FOP"; that there is no bad faith by the City in not providing the requested information; and that based on these alleged material facts the City's actions do not constitute an unfair practice.

On August 8, 2014, the FOP filed a response to the cross-motion. It argues that the City's certification and exhibits demonstrate the non-responsive and incomplete nature of the City's replies to FOP requests for information for grievance

processing. It asserts that the City's answering brief and supporting documents failed to address any of the allegations in Docket No. CO-2013-304 regarding failure to comply with arbitration awards and grievance settlement agreements.

On August 15, 2014, the Chair referred the motion to the full Commission. N.J.S.A. 34:13A-4.8.

N.J.A.C. 19:14-3.1 provides that if a respondent in an unfair practice proceeding does not file an Answer, "all allegations in the complaint ... shall be deemed to be admitted to be true and shall be so found by the hearing examiner and the Commission, unless good cause to the contrary is shown." This procedural requirement of filing an Answer and the consequences of not filing one are established parts of our jurisprudence. Compare R. 4:5-5; Ballantine v. Haight, 16 N.J.L. 196 (Sup. Ct. 1837) (whatever in one pleading is not denied in the subsequent one is in law admitted). Hearing Examiners and the Commission have consistently enforced N.J.A.C. 19:14-3.1 by admitting as true a charging party's allegations when a respondent has either not filed an Answer or has filed a purported Answer that did not comply with our rules. See, e.g., City of Newark, P.E.R.C. No. 2002-28, 28 NJPER 50 (¶33015 2001); Fort Lee Bor., P.E.R.C. No. 98-118, 24 NJPER 208 (¶29096 1998); Fairfield Tp., P.E.R.C. No. 97-60, 23 NJPER 13 (¶28013 1996); Passaic Cty., P.E.R.C. No. 88-

64, 14 NJPER 124 (¶19047 1988); and City of New Brunswick, P.E.R.C. No. 87-68, 13 NJPER 11 (¶18008 1986).

In the instant case, the respondent did not file an Answer or timely request that its statement of position constitute its Answer. Nor has it offered any explanation for why it did not comply with the Answer requirement in a timely manner. The respondent was put on notice that failure to file an Answer had consequences and that a statement of position would not automatically constitute an Answer. The failure to file an Answer triggers the requirement that the allegations in the Complaint be deemed admitted to be true, unless good cause to the contrary is shown. The respondent has not offered any reason for overcoming that presumption. We acknowledge that the City submitted exhibits with its response to the FOP's motion for summary judgment, but even if we were to accept such documentation to possibly refute the FOP's factual allegations, the City's submissions still failed to fully respond to the information requests (which the City itself admitted in its brief) and in one case addressed information provided for a grievance that is not the subject of this unfair practice charge. In any event, a respondent may not, by way of motions or exceptions, present additional facts to contradict those already deemed admitted by application of N.J.A.C. 19:14-3.1. See Fort Lee, supra; and Tenafly Bor., P.E.R.C. No. 98-129, 24 NJPER 230

(¶29109 1998). To allow a statement of position or a motion for summary judgment to automatically substitute for an Answer would effectively invalidate the requirement that an Answer be filed.

See Newark, supra.

Docket No. CO-2013-293:

Given the admissions, we grant summary judgment for the FOP on all but one information request contained in the unfair practice charges included in Docket No. 2013-293. N.J.A.C.

19:14-4.8(d) provides that:

If it appears from the pleadings, together with the briefs, affidavits and other documents filed that there exists no genuine issue of material fact and that the movant or cross-movant is entitled to its requested relief as a matter of law, the motion or cross-motion for summary judgment may be granted and the requested relief may be ordered.

The first question is whether there exists any genuine issue of material fact. The charging party, through the admissions discussed above, has presented evidence that it requested and did not receive information potentially relevant to its processing of the following three grievances: Grievance 13-09 (Garrity rights); Grievance 13-11 (denial of proper lump sum payments); and Grievance 13-12 (denial of contractual stipends for officers reassigned to Medical Services while on long term sick/injury leave). There is no genuine issue of material fact because the respondent has not submitted any evidence by way of affidavit or

document to sustain a judgment in its favor. Brill v. Guardian Life Ins. Co. of America, 142 N.J. 520 (1995).

The next question is whether, given the undisputed facts in this record, the charging party is entitled to its requested relief as a matter of law. The answer, as to all but one information request, is yes.

N.J.S.A. 34:13A-5.4(a)(5) prohibits public employers from "refusing to negotiate in good faith with a majority representative concerning terms and conditions of employment." An employer's refusal to provide a majority representative with information that the union needs to represent its members constitutes a refusal to negotiate in good faith. UMDNJ, P.E.R.C. No. 93-114, 19 NJPER 342 (¶24155 1993), recon. granted P.E.R.C. No. 94-60, 20 NJPER 45 (¶25014 1994), aff'd 21 NJPER 319 (¶26203 App. Div. 1995), aff'd 144 N.J. 511 (1996). An employer must supply information if there is a probability that the information is potentially relevant and that it will be of use to the representative in carrying out its statutory duties. State of N.J. (OER), 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), aff'd NJPER Supp. 2d 198 (¶177 App. Div. 1988). Relevance is determined through a discovery-type standard, therefore a broad range of potentially useful information is allowed to the union for effectuation of the negotiations process. However, a union's

right to receive information from an employer is not absolute. The employer is not required to produce information clearly irrelevant, confidential or which it does not control or possess. State of N.J. (OER).

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, and an unfair practice may occur if an employer does not provide the requested information reasonably promptly. See City of Newark, P.E.R.C. No. 2010-11, 35 NJPER 298 (¶104 2009); and N.J. Transit Bus Operations, Inc., P.E.R.C. No. 88-12, 13 NJPER 661 (¶18249 1987). 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. Newark, 35 NJPER at 299.

For its Garrity rights grievance, the FOP requests: the names of all police officers who responded to Internal Affairs in the past six months; the names of all police officers who had reports altered in any way by any investigator in Internal Affairs; the names of all superior officers currently assigned to Internal Affairs; and any court decision that changed employee rights as outlined under Garrity v. New Jersey. For its lump sum payment grievance, the FOP requests: the names of all unit

members who retired in 2012 and 2013; the work sheets and calculations used to devise the lump sum calculations; and the command, squad, and hours of work for each 2012 or 2013 retiree. For its removal of contractual stipends for injured or sick police officers grievance, the FOP requests: the squad and hours of work for specified unit members who were reassigned to Medical Services; information about pay differentials or other stipends received by those unit members while on long term sick/injury duty; as well as comparative information on other unit members assigned to Medical Services.

We find that the City is not required to produce "any court decision that changed employee rights" as outlined under Garrity v. New Jersey, because that is not information that it would exclusively possess or control. The FOP or its counsel could conduct its own legal research and analysis for its grievance regarding the applicability of the "Garrity rights" it seeks to use and assert for unit members being investigated.

We find that the remaining information sought by the FOP for processing the grievances must be produced by the City as it is potentially relevant to the grievances and therefore useful to the FOP in carrying out its statutory duties. Shrewsbury Bd. of Ed., P.E.R.C. No. 81-119, 7 NJPER 235 (¶12105 1981). The probative value of the information, if used, is for the arbitrator to determine. The City has never asserted

confidentiality concerns or otherwise challenged the FOP's entitlement to the documents. Furthermore, its only explanations for its failure to produce documents, or its late or partial production of some requested information, were its June and October 2013 letters to the Hearing Examiner regarding bureaucratic delays based on staffing changes in the Legal Affairs division. We therefore find that the City of Newark violated 5.4a(5) and (1) of the Act by failing to provide requested information, and by failing to provide information reasonably promptly.

Docket No. CO-2013-304:

As for the unfair practice charges contained in Docket No. CO-2013-304, the FOP alleges the following:

The Fraternal Order of Police, Newark Lodge No. 12 ("FOP") is the majority representative of the police officers employed by the City of Newark ("City"). The FOP and the City have been party to a series of collective negotiations agreements. The most recent collective negotiations agreement was effective from January 1, 2009 through December 31, 2012 (Attachment 1). The parties are currently engaged in collective negotiations for a successor agreement.

The FOP submits that the City has failed to bargain in good faith in accordance with the requirements of the Act. The FOP further submits that the City's continued and ongoing breach of its contractual obligations has risen to the level of the repudiation of the collective negotiations agreement and is therefore violating its statutory duty to bargain pursuant to Section 5.4(a)(5). More specifically, the City has failed and refused



to comply with numerous arbitration awards and grievance settlements and most recently on February 6 and February 8, 2013 (Attachment 2) and has continued to fail and refuse to provide information, which has been the subject of numerous unfair practice charges in the past (Attachment 3), including an unfair practice charge docketed at CO-2008-008, which was settled by entering Into a Memorandum of Agreement (Attachment 4). Notwithstanding the numerous unfair practice charges and the aforesaid Memorandum of Agreement, the City has continued to fail to provide the requested information to the FOP. See pending unfair practice charges docketed as PERC Docket No: CO-2013-248 and PERC Docket No: CO-2013-293 (Attachments 5(a) and 5(b) alleging most recent violations as of January 23, February 5, February 20, March 4 and March 5, 2013.

The City's failure and refusal to comply with said arbitration awards and agreements is in direct derogation of its obligation to recognize the said awards and settlements as being "final and binding on all parties" as defined in Article 4 of the collective negotiations agreement; its refusal to comply is so clear that the inference of bad faith arises from its refusal to honor said obligation; its failure to comply with said awards in the context of its failure to provide information that is necessary for the processing of grievances and the administration of the collective negotiations agreement evidences bad faith; and by said action has repudiated the collective negotiations agreement and thereby has violated its obligations as set forth in the New Jersey Employer-Employee Relations Act, as amended. The FOP's attachments to the charge include a list of approximately 65 settlement agreements and arbitration awards dating back to around 1993 which the FOP alleges were not complied with. That list also includes a column of corresponding Superior Court, Chancery Division docket numbers which are presumably the enforcement

actions the FOP took to enforce the terms of the settlements and awards. The attachments to the charge also include a list of 15 unfair practice charges filed with the Commission dating back to around 2004, including two of the charges consolidated herein (CO-2013-248 and CO-2013-293).

In City of Asbury Park, P.E.R.C. No. 2002-73, 28 NJPER 253 (¶33096 2002), the Commission affirmed the decision of the Director of Unfair Practices to refuse to issue a Complaint where the charging party sought enforcement of a settlement agreement resolving two prior charges against the City. The Commission held:

Since a settlement agreement is essentially a contract between the parties, a mere difference of opinion concerning the extent to which compliance has been achieved does not rise to the level of a new unfair practice. See State of New Jersey (Dept. of Human Services), P.E.R.C. No. 84-148, 10 NJPER 419 (¶15191 1984). We distinguish a repudiation of a settlement agreement where a party denies the existence of an agreement or otherwise does not comply with its clear terms. See, e.g., Red Bank Bd. of Ed., P.E.R.C. No. 87-39, 12 NJPER 802 (¶17305 1986) (in absence of exceptions, Chairman adopted recommendation to find a violation of the Act where employer had repudiated settlement agreement). Where the parties have entered into a settlement agreement and a party seeks enforcement of that agreement, that party must seek enforcement in the Superior Court. We have power to seek enforcement of Commission orders only. N.J.S.A. 34:13A-5.4f.  
[28 NJPER 254]

Here, the FOP's undisputed facts do not provide us with any evidence of repudiation of the settlement agreements and

arbitration awards cited. From the list provided, we have been provided no details regarding whether, when, or how the City complied with the settlements/awards. In all but the final two awards listed, the FOP has apparently already sought enforcement in court as we would have directed for such alleged non-compliance pursuant to Asbury Park.

Furthermore, we decline to make a determination as to whether the City violated a December 20, 2007 MOA settling a prior unfair practice charge regarding refusal to provide the FOP with requested information. The language of that agreement provides, in pertinent part:

The FOP will provide reasonable deadlines for satisfying its requests for information, usually with a minimum of 10 business days lead time. The FOP recognizes extraordinary circumstances may result in a longer satisfaction period, subject to notice in writing by the City prior to the expiration of the requested deadline indicating when the information will be provided.

Given that we have already applied our guidelines for the City's violation of its duty to provide information under the Act, we find it unnecessary to also interpret the MOA and figure out whether the FOP provided "reasonable deadlines," whether the City had "extraordinary circumstances" for not providing information, and whether the City's notices of delay were timely. Such analysis would be superfluous here, and future attempts to

enforce this MOA might be more appropriate for submission to an arbitrator.

Finally, as for the part of the FOP's charge regarding multiple previous and current unfair practice charges related to the City's alleged failure to provide the FOP with information potentially relevant for grievance processing, we decline here to broadly address or revisit all of the cited cases in order to make a global statement applicable to all such cases. The Commission's legal standards on the topic of failure to produce information constituting a violation of the Act are well-settled and we will continue to apply them on a case by case basis. When we find that unfair practices have been committed in such cases, our Orders are specifically tailored to the facts and circumstances presented therein, and they may be enforced in Superior Court by the charging party or by the Commission.<sup>2/</sup> For all these reasons, we grant the City's motion for summary judgment as to the FOP's charges contained in Docket No. CO-2013-304 and dismiss those charges.

ORDER

The City of Newark is ORDERED to:

A. Cease and desist from:

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<sup>2/</sup> See, e.g., City of Newark, P.E.R.C. No. 2013-73, 39 NJPER 481 (¶152 2013), a case involving these same parties in which the Commission's enforcement action resulted in a Court order with which the City ultimately complied.

1. Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by the Act, particularly by refusing to provide the FOP with certain Garrity rights information (with the exception of court decisions), certain lump payment information, and certain sick/injury stipend information needed to process grievances.

2. Refusing to negotiate in good faith with a majority representative of employees in an appropriate unit concerning terms and conditions of employment, particularly by refusing to provide the FOP with certain Garrity rights information (with the exception of court decisions), certain lump payment information, and certain sick/injury stipend information needed to process grievances.

B. Take the following affirmative action:

1. Provide the FOP with the following documents:

a. Information requested in the FOP's February 20, 2013 and March 22, 2013 letters to Police Director DeMaio pertaining to the Garrity rights grievance, Grievance No. 13-09, except for the requested court decisions.

b. Information requested in the FOP's March 5, 2013 letter to Police Director DeMaio pertaining to the sick/injury leave stipend grievance, Grievance No. 13-12.

c. Information requested in the FOP's March 22, 2013 letter to Police Director DeMaio pertaining to the lump sum payment grievance, Grievance No. 13-11.

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

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

BY ORDER OF THE COMMISSION

Chair Hatfield, Commissioners Bonanni, Boudreau, Eskilson, Jones and Wall voted in favor of this decision. None opposed. Commissioner Voos was not present.

ISSUED: February 26, 2015

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 provide the FOP with certain Garrity rights information (with the exception of court decisions), certain lump payment information, and certain sick/injury stipend information needed to process grievances.

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, particularly by refusing to provide the FOP with certain Garrity rights information (with the exception of court decisions), certain lump payment information, and certain sick/injury stipend information needed to process grievances.

WE WILL take the following affirmative action:

1. Provide the FOP with the following documents:
  - a. Information requested in the FOP's February 20, 2013 and March 22, 2013 letters to Police Director DeMaio pertaining to the Garrity rights grievance, Grievance No. 13-09, except for the requested court decisions.
  - b. Information requested in the FOP's March 5, 2013 letter to Police Director DeMaio pertaining to the sick/injury leave stipend grievance, Grievance No. 13-12.
  - c. Information requested in the FOP's March 22, 2013 letter to Police Director DeMaio pertaining to the lump sum payment grievance, Grievance No. 13-11.

Docket No. CO-2013-293 & -304

CITY OF NEWARK

(Public Employer)

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

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