P.E.R.C. NO. 2022-52

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF ORANGE TOWNSHIP,

Respondent,

-and- Docket No. CO-2018-087

PBA LOCAL 89,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission grants the PBA's motion for summary judgment and denies the City's cross-motion for summary judgment on unfair practice charge filed by the PBA against the City. The charge alleges that the City violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq. (Act), by unilaterally rescinding a past practice of allowing PBA officers to accumulate negative sick leave balances until they leave employment when any negative balance is recouped by the City. The Commission finds that the negative sick leave balance practice was a mandatorily negotiable issue and had been an existing term and condition of employment in its current form since at least 2007. Therefore, the Commission holds that the City's 2017 announcement that it was unilaterally rescinding the negative sick leave balance practice and taking measures to reduce negative sick leave balances violated the Act, even though it had not yet implemented the unilateral changes. The Commission orders the City to refrain from implementing the announced unilateral changes to the negative sick leave balance practice and to negotiate in good faith with the PBA over proposed changes to the practice.

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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Charging Party.

Appearances:

For the Respondent, Scarinci Hollenbeck, attorneys (John J.D. Burke, of counsel)

For the Charging Party, Detzky, Hunter & DeFillippo, LLC, attorneys (David J. DeFillippo, of counsel)

DECISION

On September 29, 2017, PBA Local 89 (PBA) filed an unfair practice charge against the City of Orange Township (City) alleging that the City violated the New Jersey Employer-Employee Relations Act (Act), N.J.S.A. 34:13A-1 et seq., by unilaterally rescinding the parties' past practice of allowing PBA officers to accumulate negative sick leave balances until they leave employment and the paid sick leave is recouped. On April 25, 2019, the Director of Unfair Practices issued a Complaint and Notice of Pre-Hearing on the PBA's allegations that the City's actions violated subsections 5.4a(1) and (5) of the Act.[1/] The

1/ These provisions prohibit public employers, their (continued...)

parties engaged in multiple pre-hearing conferences with a Commission Hearing Examiner. On April 18, 2022, the PBA filed a motion for summary judgment, supported by a brief and exhibits. On May 9, the City filed opposition to the PBA's motion, as well as its own cross-motion for summary judgment, supported by a brief. On May 16, the PBA filed a reply brief in opposition to the City's cross-motion for summary judgment. The parties agree that there are no genuine issues of material fact in dispute.

We have reviewed the record, and we summarize the undisputed material facts as follows.

SUMMARY OF FACTS

The PBA is the collective negotiations representative for all non-supervisory police officers employed by the City. The City and PBA are parties to a series of collective negotiations agreements (CNAs) or memorandum of agreements (MOAs). The most recent CNA covers the period of January 1, 2010 through December 31, 2020 and remains in effect as the parties continue to negotiate the terms of a new agreement. Article V of the CNA sets forth PBA members' rights to sick leave. Article V, Section

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1/ (...continued)
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."

2 provides that after completing their first calendar year of employment, each PBA member is afforded fifteen (15) paid sick days annually. Effective January 1, 2016, a sick "day" has been defined by Section 2 as equal to the duration of the member's regularly-assigned work day.

Aida Eaddy (Eaddy) is employed by the City as a police officer and has been the PBA's President since March 2019. Eaddy certifies that:

> At all times relevant herein, it has been the parties' long-standing past practice to permit officers to carry negative sick leave balances until such times as the member earns sick leave to offset the negative balance or until the officers leaves employment - at which time any negative balance shall be recouped by the City. This practice has been recognized and enforced by the Commission in several reported decisions by and between the City, the PBA, and the Superior Officers Association (SOA).

By memo dated July 13, 2017, City employee Alisha Coley provided then Captain (and current Chief of Police) V. Vitiello (Vitiello) with a list of officers with a negative sick leave balance. On August 30, 2017, then PBA President (and current Sergeant) Joseph Lane (Lane) attended a meeting requested by Vitiello. Also present were the City's Business Administrator, Christopher Hartwyk (Hartwyk), and several of the officers who had a negative sick leave balance. Eaddy certifies to the following regarding the meeting and its aftermath:

- During the August 30, 2017 meeting, Hartwyk expressed concern regarding the officers' negative sick leave balances and unilaterally rescinded the parties' negative sick leave balance practice.

- As for officers with a current negative sick leave balance, Hartwyk announced several measures that would be unilaterally implemented to reduce each officer's respective negative sick leave balances.

- By memo dated September 9, 2017, Lane advised Hartwyk that the PBA objected to the various measures unilaterally taken by the City including, but not limited to, the rescission of the long-standing negative sick leave balance past practice.

- By letter dated September 20, 2017, Hartwyk acknowledged receipt of Lane's memo and advised that he had forwarded it to the City's Labor Counsel and that "the City will respond more fully to the concerns raised in your memo later this month."

Subsequent to the PBA's September 29, 2017 filing of the instant unfair practice charge, the City did not follow through on any of Hartwyk's previously announced recoupment efforts regarding those PBA officers with a negative sick leave balance.

ARGUMENTS

The PBA asserts that it is entitled to summary judgment because the City has clearly violated subsections 5.4a(1) and (5) of the Act by unilaterally attempting to rescind the parties' long-standing negative sick leave balance practice. It argues that the Commission and Commission Designees have previously granted interim relief in favor of the City's SOA and PBA officers to restrain the City from unilaterally eliminating the same negative sick leave balance at issue in this case. The PBA contends there has been no discernible change in facts or law

between the original restraint granted for the SOA in 2000 and upheld by the Commission - subsequently applied to the PBA in I.R. No. 2007-9 - and the current record.

The City asserts that it has not actually attempted to recoup negative sick leave balances following the August 30, 2017 meeting and therefore the issue is not ripe for decision. The City argues that the negative sick leave balance practice "should function" such that an officer's negative sick leave balance gets offset from the 15 sick days that the officer is credited with at the start of the following year. Instead, the City contends that the practice has been "erroneously functioning" such that officers are accruing negative sick leave balances until they are offset and/or recouped when the officer leaves the City's employ. The City asserts that this practice violates Article 8, section 3, paragraph 2 of the New Jersey Constitution because it functions as an unconstitutional loan to a private person that serves no public purpose. Finally, the City argues that the dispute should be deferred to the parties' negotiated grievance procedure because it is essentially a breach of contract claim involving an alleged past practice.

The PBA replies that the instant case is not moot just because the City, following the PBA's charge, has thus far delayed implementation of the unilateral changes it announced during the August 30, 2017 meeting. It argues that the City has

never disavowed its intent to end the negative sick leave balance practice or to unilaterally recoup negative balances. The PBA asserts that the negative sick leave balance practice is not an unconstitutional gift or loan, but is like a form of paid compensation because sick leave use is a mandatorily negotiable issue. It notes that this practice, unlike unlimited sick leave, requires PBA officers to offset or repay their negative balance at the time of separation. Finally, the PBA argues that, while it did also file a grievance concerning this issue, the City's various attempts to unilaterally rescind the negative sick balance practice constitutes a violation of the Act.

STANDARD OF REVIEW

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. Brill v. Guardian Life Ins. Co. of America, 142 N.J. 520, 540 (1995); see also, Judson v. Peoples Bank & Trust Co., 17 N.J. 67, 73-75 (1954); N.J.A.C. 19:14-4.8(e). In determining whether summary judgment is appropriate, we must ascertain "whether the competent evidential materials presented, when viewed in the light most favorable to the non-moving party in consideration of the applicable evidentiary standard, are sufficient to permit a rational factfinder to resolve the alleged disputed issue in favor of the non-moving party." Brill at 540. "Although summary judgment serves the valid purpose in our

judicial system of protecting against groundless claims and frivolous defenses, it is not a substitute for a full plenary trial" and "should be denied unless the right thereto appears so clearly as to leave no room for controversy." Saldana v. DiMedio, 275 N.J. Super. 488, 495 (App. Div. 1995).

ANALYSIS

N.J.S.A. 34:13A-5.3 defines when a public employer has a duty to negotiate before changing working conditions:

> Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

The Commission and courts have thus held that changes in negotiable terms and conditions of employment must be achieved through the collective negotiations process because unilateral action is destabilizing to the employment relationship and contrary to the principles of our Act. See, e.g., Middletown Tp., P.E.R.C. No. 98-77, 24 NJPER 28, 29-30 (¶29016 1997), aff'd, 334 N.J. Super. 512 (App. Div. 1999), aff'd, 166 N.J. 112 (2000); Hunterdon Cty. Freeholder Bd. and CWA, 116 N.J. 322, 338 (1989); and Galloway Tp. Bd. of Ed. v. Galloway Tp. Ed. Ass'n, 78 N.J. 25, 52 (1978). "[U]nder N.J.S.A. 34:13A-5.3 the obligation is on the public employer to negotiate, prior to implementation, a proposed change in an established practice governing working conditions which is not explicitly or impliedly included under the terms of the parties' agreement." New Brunswick Bd. of Ed.,

P.E.R.C. No. 78-47, 4 NJPER 84, 85 (¶4040 1978), aff'd, NJPER Supp.2d 60 (¶42 App. Div. 1979).

In Atlantic Cty., 230 N.J. 237, 252 (2017), the Supreme Court of New Jersey reiterated this statutory duty to negotiate:

> Thus, employers are barred from "unilaterally altering . . . mandatory bargaining topics, whether established by expired contract or by past practice, without first bargaining to impasse." Bd. of Educ. v. Neptune Twp. Educ. Ass'n, 144 N.J. 16, 22, 675 A.2d 611 (1996) (citation omitted); accord Galloway Twp. Bd. of Educ. v. Galloway Twp. Educ. Ass'n, 78 N.J. 25, 48, 393 A.2d 218 (1978) (finding Legislature, through enactment of EERA, "recognized that the unilateral imposition of working conditions is the antithesis of its goal that the terms and conditions of public employment be established through bilateral negotiation").
>
> [Atlantic Cty., 230 N.J. at 252.]

A public employer's unilateral change to negotiable terms and conditions of employment may constitute an unfair practice in violation of subsection 5.4a(5) of the Act. City of Orange Tp., P.E.R.C. No. 2019-40, 45 NJPER 367 (¶96 2019), aff'd, 46 NJPER 557 (¶127 App. Div. 2020); State of New Jersey (Ramapo State College), P.E.R.C. No. 86-28, 11 NJPER 580 (¶16202 1985). For the Commission to find such a violation, the charging party must prove: (1) a change; (2) in a term or condition of employment; (3) without negotiations. Willingboro Bd. of Ed., P.E.R.C. No. 86-76, 12 NJPER 32 (¶17012 1985). An employer violates 5.4a(1) independently if its action tends to interfere with an employee's

statutory rights and lacks a legitimate and substantial business justification and, derivatively, when an employer violates another unfair practice provision. Lakehurst Bd. of Ed. and Lakehurst Ed. Ass'n, P.E.R.C. No. 2004-74, 30 NJPER 186 (¶69 2004), aff'd, 31 NJPER 290 (¶113 App. Div. 2005).

The scope of negotiations for police and fire employees is broader than for other public employees because N.J.S.A. 34:13A-16 provides for a permissive as well as a mandatory category of negotiations. Compare Paterson Police PBA Local No. 1 v. City of Paterson, 87 N.J. 78, 92-93 (1981), with Local 195, IFPTE v. State, 88 N.J. 393, 403-404 (1982). However, where, as here, a public employer is charged with refusing to negotiate over terms and conditions of employment in violation of N.J.S.A. 34:13A-5.4a(5), the Charging Party must show that the dispute involves a change in a mandatorily negotiable, as opposed to a permissive, subject. City of Newark, P.E.R.C. No. 2019-21, 45 NJPER 211 (¶55 2018). Accordingly, the following standard for mandatorily negotiable items outlined in Paterson, which is consistent with the standard for non-police and fire employees set forth in Local 195, applies:

> If an item is not mandated by statute or regulation but is within the general discretionary powers of a public employer, the next step is to determine whether it is a term or condition of employment as we have defined that phrase. An item that intimately and directly affects the work and welfare of police and firefighters, like any other

> public employees, and on which negotiated agreement would not significantly interfere with the exercise of inherent or express management prerogatives is mandatorily negotiable.
>
> [Paterson, 87 N.J. at 92.]

The Commission and courts have held that paid sick leave and other leaves of absence are ordinarily mandatorily negotiable terms and conditions of employment because they intimately and directly affect employee work and welfare and do not significantly interfere with the determination of governmental policy. See, e.g., Burlington Cty. College Faculty Ass'n v. Bd. of Trustees, Burlington Cty. College, 64 N.J. 10, 14 (1973); Piscataway Tp. Bd. of Ed. v. Piscataway Maintenance & Custodial Ass'n, 152 N.J. Super. 235, 243-44 (1977); City of East Orange, P.E.R.C. No. 2021-50, 47 NJPER 530 (¶124 2021), aff'd, 48 NJPER 441 (¶100 App. Div. 2022); Lumberton Tp. Bd. of Ed., P.E.R.C. No. 2002-13, 27 NJPER 372 (¶32136 2001), aff'd, 28 NJPER 427 (¶33156 App. Div. 2002); and Hoboken Bd. of Ed., P.E.R.C. No. 81-97, 7 NJPER 135 (¶12058 1981), aff'd, NJPER Supp.2d 113 (¶95 App. Div. 1982).

In I.R. No. 2000-16, 26 NJPER 326 (¶31131 2000), involving the City and its SOA unit, a Commission Designee granted the SOA's application for interim relief to restrain the City from unilaterally eliminating essentially the same negative sick leave balance practice at issue in this case. The Designee framed the

issue as: "the elimination of unit members' ability to carry a negative sick leave balance conditioned on future recapture by the end of the officers' career, or sooner, at the officers' option." The Designee found that the issue of sick leave use was mandatorily negotiable and not preempted by statute or regulation, and that it appeared that the City unilaterally changed the negative sick leave balance practice in violation of the Act. The Commission denied the City's motion for reconsideration of the interim relief order. P.E.R.C. No. 2001-17, 26 NJPER 433 (¶31170 2000).

The Commission subsequently granted the SOA's motion for summary judgment, holding that the City violated subsections 5.4a(1) and (5) of the Act by unilaterally eliminating the right of employees to accrue negative sick leave balances and requiring employees to reduce their current negative sick leave balances. P.E.R.C. No. 2001-46, 27 NJPER 124 (¶32046 2001).[2/] The Commission found "there are no statutory limits on the number of days police officers can accrue, and there is no evidence that the employer has been or will be unable to recoup negative sick leave balances before an employee separates from City employment." Ibid.

2/ The City did not file a response to the SOA's summary judgment motion.

In I.R. No. 2007-9, 33 NJPER 99 (¶34 2007), the SOA and PBA filed a joint unfair practice charge and application for interim relief concerning the City's February 14, 2007 memorandum that unilaterally changed the parties' negative sick leave balance practice. The Designee described the practice as: "allowing police employees to carry a negative sick leave balance until the employee was able to offset the balance which was not required until the end of the employee's career." Finding no change in the facts or law since the 2000 case involving the SOA, the Designee restrained the City from changing the negative sick leave balance practice covering the PBA unit.[3/]

In these previous cases concerning the City's negative sick leave balance practice with its SOA and PBA officers, the record established that, at a minimum, since 1981 the City has permitted unit members to carry a negative sick leave balance until such time as the employee earns sick time to offset the negative balance. The other aspect of the practice, which was the subject of dispute in the earlier cases and in the present case, is that at some point the officers were not required to offset their negative sick leave balances until the end of their careers with the City. In other words, the negative sick leave balance

3/ The Designee did not grant interim relief to the SOA because he found that a 2001 interest arbitration award between the City and the SOA included language that appeared to give the City the right to impose limits on or deny requests from SOA officers for grants of unearned sick leave.

practice developed to where the officers had the option to either offset their negative sick leave balances once they earned new sick leave, or they could wait until they left the City's employ to have any negative sick leave balance recouped.

However, it is not clear from this record or from the previous cases whether the negative sick leave balance practice ever required negative sick leave balances to be offset from newly accrued sick leave each year. The City has provided no evidence or explanation of whether the practice ever functioned as it asserts it "should" function and, if so, when and how that practice began to function "erroneously." What we do know based on this record and from I.R. No. 2007-9 is that, at least since 2007, the negative sick leave balance practice for PBA officers has been that they are not required to offset their negative sick leave balances until they leave the City's employ.

Applying the Paterson and Local 195 negotiability tests to these circumstances, we find that the parties' negative sick leave balance practice is a mandatorily negotiable term and condition of employment concerning how the PBA officers utilize and replenish their sick leave allotments over the course of their career. The practice temporarily provides additional sick leave to PBA officers when they have depleted all of their regular earned sick leave and allows them to either offset negative balances as they earn new sick leave, or have negative

sick leave balances recouped when they leave employment. As discussed above, the practice has existed, in this form, since at least 2007. The City has not filed a certification or provided us with any specific facts explaining how this negative sick leave balance practice has significantly interfered with the City's determination of governmental policy.

It is also undisputed that on August 30, 2017, the City announced that it was unilaterally rescinding this negative sick leave balance practice and would be unilaterally implementing several measures to reduce any current negative sick leave balances. Both the announcement and the implementation of a unilateral change are separate unfair practices. See, e.g., Riverside Tp., P.E.R.C. No. 95-7, 20 NJPER 325 (¶25167 1994), adopting H.E. No. 95-1, 20 NJPER 303 (¶25152 1994); Liberty Tp. Bd. of Ed., P.E.R.C. No. 85-37, 10 NJPER 572 (¶15267 1984); Galloway Tp. Bd. of Ed. v Galloway Tp. Assn. of Ed. Sec., 78 N.J. 1, 6 (1978). In City of Orange Tp., P.E.R.C. No. 2019-40, supra, involving these same parties, the Commission found that, although the City's unilateral change in terminal leave benefits had yet to occur and might never happen if the parties agreed otherwise in a successor CNA, the City's ordinance announcing the potential changes violated the Act. We held:

> The City's interpretation invokes an announcement of a change in an existing mandatorily negotiable term and condition of employment. The announcement undercuts what

> should be accomplished only through mutual agreement during the bilateral process of collective negotiations.
>
> [45 NJPER at 371.]

In affirming the Commission's holding that the City's announced unilateral change violated subsections 5.4a(1) and (5) of the Act, the Appellate Division found: "Indeed, the ordinance has the effect of announcing a change of a negotiable term, which generally cannot be done absent prior negotiation." 46 NJPER 557, 560 (¶127 App. Div. 2020). Based on this precedent, we find that the City's announcement that it was unilaterally rescinding the parties' negative sick leave balance practice, including implementing measures to reduce current negative sick leave balances, violated section 5.3 of the Act and, therefore constitutes an unfair practice in violation of subsections 5.4a(1) and (5) of the Act. Atlantic Cty., 230 N.J. at 252.

We note that the appropriate avenue by which the City may address changing the negative sick leave balance practice to what it asserts it should be, is through collective negotiations. If negotiations are unsuccessful, the City could pursue impasse procedures up through interest arbitration. As discussed in I.R. No. 2007-9, the City utilized interest arbitration to successfully obtain a contract clause modifying the SOA's negative sick leave balance practice.

As for the City's claim that the parties' negative sick leave balance practice amounts to an unconstitutional gift or loan, we note that the courts have generally found that forms of compensation and fringe benefits enjoyed by public employees that can be obtained through collective negotiations do not violate the state constitution. In Maywood, 131 N.J. Super. 551, supra, the Appellate Division stated:

> It is fair to say that our Courts generally have adopted the view that compensation paid to public employees, whatever the label, is not a gift so long as it is included within the conditions of employment either by statutory direction or contract negotiation.
>
> [Id. at 557.]

Similarly, in Neptune Tp. Bd. of Ed. v. Neptune Tp. Ed. Ass'n, 293 N.J. Super. 1, 7 (App. Div. 1996), the Appellate Division held:

> The entire issue of employee compensation, whether by way of salary, customary fringe benefits, or other reasonable modes of payment related to the rendition of employee services or the administration of labor contracts, is generally within the power of the public employer to effect; and the Legislature has chosen to commit such issues to the process of collective negotiations unless specifically precluded by statute.
>
> [Neptune, 293 N.J. Super. at 10.]

However, the Supreme Court of New Jersey has held that "[a]dministrative agencies have power to pass on constitutional issues only where relevant and necessary to the resolution of a

question concededly within their jurisdiction." Christian Bros. Inst. of N.J. v. No. N.J. Interscholastic League, 86 N.J. 409, 416 (1981). In Franklin Lakes Bd. of Ed., P.E.R.C. No. 95-24, 20 NJPER 395 (¶25198 1994), the Commission determined a scope of negotiations issue, allowing arbitration but declining to decide on the employer's constitutional argument against arbitrating the asserted contractual clause. The Appellate Division affirmed, holding: "PERC's decision not to restrain arbitration was prudent and consistent with the well-settled principle that constitutional issues should not be decided in the absence of 'a present, imperative and inescapable need' to decide them." 21 NJPER 362 (¶26224 App. Div. 1995). Accordingly, here we find that the PBA's unfair practice charge, including determination of the negotiability of the parties' negative sick leave balance practice, is appropriately within our jurisdiction and able to be determined based on our Act and application of pertinent Commission and judicial precedent, but that the constitutional claim raised by the City is more appropriate for the courts.

Finally, we reject the City's request to defer this dispute to the parties' negotiated grievance procedure. Deferral to arbitration may be appropriate for a mere breach of contract claim, however: "A specific claim that an employer has repudiated an established term and condition of employment may be litigated in an unfair practice proceeding pursuant to subsection

5.4(a)(5)." State of New Jersey (Human Services), P.E.R.C. No. 84-148, 10 NJPER 419, 421 (¶15191 1984). Although the functioning of the parties' negative sick leave balance practice may have varied, it has existed in some form for decades and has functioned in its current form for PBA officers since at least 2007. I.R. No. 2000-16 and P.E.R.C. No. 2001-46 recognized it as an established practice such that the City could not unilaterally cease permitting SOA officers from accruing negative sick leave balances, while I.R. No. 2007-9 recognized the same practice for PBA officers and restrained the City from unilaterally ending the practice of permitting PBA officers to accrue negative sick leave balances. Under these circumstances, the City's August 30, 2017 announcement that it was rescinding the negative sick leave balance practice was a repudiation of that practice, rather than a good faith dispute over the interpretation or application of the established practice. Furthermore, as discussed above, the City's announcement of unilateral changes to the negative sick leave balance practice is itself an unfair practice under the Act. While the arbitrator might only consider whether an established past practice has been violated, the Commission's unfair practice jurisdiction is implicated by the announcement of such a unilateral change, which undercuts the collective negotiations process. City of Orange Tp., P.E.R.C. No. 2019-40, supra, aff'd, 46 NJPER 557 (¶127 App. Div. 2020).

ORDER

The City of Orange 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 this Act, particularly by announcing the unilateral rescission of the practice of allowing PBA Local 89 officers to accumulate negative sick leave balances until such time as they earn sick leave to offset the negative balance or until they leave employment and the paid sick leave is recouped.

2. Refusing to negotiate in good faith with the majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit, particularly by announcing the unilateral rescission of the practice of allowing PBA Local 89 officers to accumulate negative sick leave balances until such time as they earn sick leave to offset the negative balance or until they leave employment and the paid sick leave is recouped.

B. Take the following action:

1. Refrain from implementing the announced unilateral changes to the parties' negative sick leave balance practice, including any measures attempting to recoup such balances in a manner inconsistent with the current practice, and continue to maintain the existing terms and conditions of employment

concerning the negative sick leave balance practice.

2. Negotiate in good faith with PBA Local 89 over any proposed changes by the City to the negative sick leave balance practice.

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 sixty (60) consecutive days. Reasonable steps shall be taken to ensure that such notices are not altered, defaced or covered by other materials.

4. 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 Weisblatt, Commissioners Bonanni, Ford and Voos voted in favor of this decision. None opposed. Commissioner Papero was not present.

ISSUED: June 30, 2022

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 this Act, particularly by announcing the unilateral rescission of the practice of allowing PBA Local 89 officers to accumulate negative sick leave balances until such time as they earn sick leave to offset the negative balance or until they leave employment and the paid sick leave is recouped.

WE WILL cease and desist from refusing to negotiate in good faith with the majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit, particularly by announcing the unilateral rescission of the practice of allowing PBA Local 89 officers to accumulate negative sick leave balances until such time as they earn sick leave to offset the negative balance or until they leave employment and the paid sick leave is recouped.

WE WILL refrain from implementing the announced unilateral changes to the parties' negative sick leave balance practice, including any measures attempting to recoup such balances in a manner inconsistent with the current practice, and continue to maintain the existing terms and conditions of employment concerning the negative sick leave balance practice.

WE WILL negotiate in good faith with PBA Local 89 over any proposed changes by the City to the negative sick leave balance practice.

Docket No. CO-2018-087 City of Orange Township
(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) 292-9830

APPENDIX "A"