

P.E.R.C. NO. 89-104

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TOWN OF DOVER,

Respondent,

-and-

Docket No. CO-H-88-264

TEAMSTERS UNION LOCAL 102,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission dismisses a Complaint based on an unfair practice charge filed by Teamsters Union Local 102 against the Town of Dover. The charge alleges that the Town violated the New Jersey Employer-Employee Relations Act by terminating three female dispatchers in its negotiations unit and assigning their work to male police officers outside that negotiations unit. Under the circumstances, the Commission does not believe that negotiations were required before the Town assigned more dispatching duties to police officers who had historically performed those duties alone or in conjunction with civilian dispatchers.

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TOWN OF DOVER,

Respondent,

-and-

Docket No. CO-H-88-264

TEAMSTERS UNION LOCAL 102,

Charging Party.

Appearances:

For the Respondent, Pennella & Claps, Esqs.  
(David G. Pennella, of counsel)

For the Charging Party, Richard Weinmann, Esq.

DECISION AND ORDER

On April 18 and June 20, 1988, Teamsters Union Local 102 ("Local 102") filed an unfair practice charge and amended charge against the Town of Dover ("Town"). The charge alleges that the Town violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically subsections 5.4(a)(1), (3) and (5),<sup>1/</sup> by "terminating" three female dispatchers in its

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<sup>1/</sup> These subsections prohibit public employers, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this act. (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."

negotiations unit and assigning their work to male police officers outside that negotiations unit.

On May 18, 1988, a Complaint and Notice of Hearing issued. On May 31, the Town filed an Answer denying it had violated the Act.

On June 28, 1988, Hearing Examiner Arnold H. Zudick conducted a hearing. The parties examined witnesses and introduced exhibits. They waived oral argument but filed post-hearing briefs by August 15.

On August 22, 1988, the Hearing Examiner issued his report and recommendations. H.E. 89-6, 14 NJPER 555 (¶19233 1988). He found that the Town violated subsections 5.4(a)(5) and, derivatively, (a)(1) by failing to negotiate with Local 102 before shifting unit work to non-unit employees. He recommended an order requiring the Town to offer the dispatchers reemployment with backpay (less mitigation) and to negotiate before shifting dispatcher duties to non-unit employees. He recommended dismissal of the 5.4(a)(3) allegation.

On October 3, 1988, with Local 102's consent, the Town filed untimely exceptions. It claims that the parties' contract authorizes the Mayor and Board of Aldermen to direct work assignments and that dispatching was traditionally police work. The Town also claims that by meeting with Local 102 representatives it satisfied any negotiations obligation. Finally, the Town argues that while the decision to lay off was solely economic, the decision to lay off dispatchers rather than other employees was based on its

belief that police officers could perform dispatching duties and also be sent out to protect the public safety.

On October 6, 1988, Local 102 filed a reply. It claims that the Town cannot unilaterally shift work outside its unit and that its unit members regularly performed dispatching work. It also claims that discussion of the layoff after the fact and at Local 102's request does not constitute negotiations. Finally, Local 102 argues that if there was any "policy" consideration, it was that "the female civilian dispatchers were thought to be an easier mark for layoff purposes than members of the PBA, an inexcusable and discriminatory policy."

We have reviewed the record. The Hearing Examiner's findings of fact (pp. 2-5) are accurate. We incorporate them here with these additions. The Town clerk testified that police officers were kept for the welfare of the Town. She stated that officers could be put on the street if necessary in an emergency.

The Town concedes that generally an employer must negotiate before shifting unit work to non-unit employees. But it argues that Local 102 has not proved that the Town shifted "unit work." Under all the circumstances of this case, we agree.

There have been times when there were no dispatchers; police officers did the dispatching then. It is not clear when civilian dispatchers began their duties. The three dispatchers laid off had worked one year, two years and four years. Police officers continued to do dispatching functions (with the possible exception

of paperwork) every weekend. They also filled in during the week. The contract does not contain a work preservation clause. Under the circumstances, we do not believe that negotiations were required before the Town assigned more dispatching duties to police officers who had historically performed those duties alone or in conjunction with civilian dispatchers.<sup>2/</sup>

In the absence of exceptions, we adopt the Hearing Examiner's recommendation and dismiss the subsection 5.4(a)(3) allegation.

ORDER

The Complaint is dismissed.

BY ORDER OF THE COMMISSION

  
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James W. Mastriani  
Chairman

Commissioners Johnson, Reid, Ruggiero voted in favor of this decision. Chairman Mastriani and Commissioner Smith were opposed. Commissioners Bertolino and Wenzler were not present.

DATED: Trenton, New Jersey  
March 9, 1989  
ISSUED: March 10, 1989

<sup>2/</sup> We lack jurisdiction to address claims of sexual discrimination. Cf. Teaneck Bd. of Ed. v. Teaneck Teachers Ass'n, 94 N.J. 9, 17-18 (1983).

H.E. NO. 89-6

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

In the Matter of

TOWN OF DOVER,

Respondent,

-and-

Docket No. CO-H-88-264

TEAMSTERS UNION LOCAL 102,

Charging Party.

SYNOPSIS

A Hearing Examiner of the Public Employment Relations Commission recommends the Commission find that the Town of Dover violated the New Jersey Employer-Employee Relations Act when it shifted dispatching duties from unit to non-unit employees without prior negotiations with the Teamsters Union. The Hearing Examiner found that although the Town had the right to lay off dispatchers for economic reasons, it did not have the right to unilaterally shift unit work outside the unit. The Hearing Examiner recommended reinstatement with back pay prior to requiring negotiations over the shifting of unit work.

A Hearing Examiner's Recommended Report and Decision is not a final administrative determination of the Public Employment Relations Commission. The case is transferred to the Commission which reviews the Recommended Report and Decision, any exceptions thereto filed by the parties, and the record, and issues a decision which may adopt, reject or modify the Hearing Examiner's findings of fact and/or conclusions of law.

H.E. NO.

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

In the Matter of

TOWN OF DOVER,

Respondent,

-and-

Docket No. CO-H-88-264

TEAMSTERS UNION LOCAL 102,

Charging Party.

Appearances:

For the Respondent, Pennella & Claps, Esqs.  
(David G. Pennella, of counsel)

For the Charging Party, Richard Weinmann, Esq.

HEARING EXAMINER'S RECOMMENDED  
REPORT AND DECISION

An Unfair Practice Charge was filed with the Public Employment Relations Commission (Commission) on April 18, 1988, and amended on June 20, 1988, by Teamsters Union Local 102 (Teamsters or Union) alleging that the Town of Dover (Town) violated Subsections 5.4(a)(1), (3) and (5) of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. (Act).<sup>1/</sup> The Union alleged that

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<sup>1/</sup> These subsections prohibit public employers, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this act; (3) Discriminating in regard to hire or tenure of employment or any term or

Footnote Continued on Next Page

the Town violated the Act by "terminating" three members of its negotiations unit effective May 13, 1988, and assigning their work to employees outside the negotiations unit. The Town employed three civilian dispatchers who were represented by the Union. Those dispatchers were laid off and police officers assumed their duties.<sup>2/</sup>

A Complaint and Notice of Hearing (C-1) was issued on May 18, 1988. The Town filed an Answer (C-2) on May 31, 1988 in which it denied committing any violation of the Act. A hearing was held in this matter on June 28, 1988. Both parties filed post-hearing briefs by August 15, 1988.

Based upon the entire record I make the following:

Findings of Fact

1. The Town and the Union are parties to a collective agreement (J-1) covering all blue-collar employees of the Town of

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1/ Footnote Continued From Previous Page

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."

2/ The charge was amended to allege that the three dispatchers were female and were replaced by three male police officers. Except for that unexplained language in the Charge, nowhere in the presentation of its case, except in its post-hearing brief, did the Charging Party allege any sex discrimination motive in the Town's actions, and that issue was not litigated before me; thus, I make no finding with respect to any illegal motive based upon sexual discrimination.



Dover. Included within that unit are civilian dispatchers employed by the Town who work in and for the Police Department. Dispatchers perform traditional dispatching duties such as answering the telephone and dispatching fire fighters, police, and the rescue squad. Dispatchers enter information into the State computer system, run checks on license plates and drivers licenses, and use a teletype machine (T20 and T21).<sup>3/</sup> The dispatchers wear police-type uniforms but are not police within the meaning of the Act. The dispatchers do not carry guns nor can they be sent out on a police call (T28, T36).

Each of the dispatchers worked one of three shifts to provide the Town with 24-hour coverage Monday through Friday with the last dispatcher completing work at 8 a.m. Saturday morning. Police officers, usually sergeants, performed dispatching on the weekends (T29). Police sergeants also filled in during the week if a dispatcher was not available (T36). In the last 25 years there have been periods of time when there have been no dispatchers and the police officers have performed the dispatching function (T36), but for the last several years the dispatchers have worked Monday through Friday (T23).

While the civilian dispatchers were performing their job for the Town, the normal routine for police sergeants included the supervision of patrol officers by riding with an officer in one of

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3/ "T" refers to the transcript of June 28, 1988.

the Town's police vehicles (T23, T27, T31). During that time 90% of the sergeants' work was outside in either walking a beat or riding in a patrol car, and 10% of their work was office work (T23, T27, T31).

2. On February 24, 1988 the Town sent out approximately ten notices of layoff (T43). Notices were sent to all three dispatchers (CP-2A, B and C), at least one police officer, one or two laborers and possibly some other Town employees (T44). On March 1, 1988, all three dispatchers received a notice of layoff (CP-3A, B & C) informing them that they would be laid off effective May 13, 1988. Subsequent to that notice a Union representative contacted a City official to discuss the intent to lay off those employees but no agreement was reached and the employees were laid off effective on or about May 16, 1988 (T14). During that meeting the Union representative was informed that the layoffs occurred as a result of the Town's financial crisis (T17).

The Town was faced with high increases for sewage and garbage disposal as well other increases resulting in a substantial tax increase to homeowners. This led the Town to consider layoffs to save money (T41-T43). As a result of its economic problems, the Town laid off six employees, including at least one police officer, the three dispatchers and one or two laborers (T44). As a result of the layoffs, sergeants on each shift were required to perform the dispatching function that previously had been performed by the dispatchers (T33, T35). Even though sergeants are now performing

the dispatching function, there has been no reduction in patrols caused by the dispatcher layoffs because the same number of patrol units are still patrolling the Town (T36, T38). If a sergeant occasionally needs to go on the road to supervise police officers a senior patrol officer and/or a lieutenant substitutes for the sergeant and performs the dispatching duties (T35, T33). The Town did not hire additional police officers or any other employees to perform the dispatching duties.

3. The parties' collective agreement (J-1) does not contain a work preservation clause. It does contain in Article 3 a management rights clause, which provides that the Mayor or Board of Aldermen have the exclusive right to direct and operate all departments in the type of work performed and the assignments to employees. Article 29 is a fully bargained clause, which provides that the written agreement incorporates the complete and final understanding of the parties. J-1 also provides for a grievance procedure which ends in binding arbitration, but no grievance was filed regarding the dispatchers' layoff, or the assignment of the dispatching duties to police sergeants.

#### Analysis

The Commission and the Courts have held that the shifting of work from employees within a particular unit to employees outside the unit is a mandatory subject of negotiations. Middlesex Cty. College, P.E.R.C. No. 78-13, 4 NJPER 47 (¶4023 1977); Piscataway Tp. Bd.Ed., P.E.R.C. No. 78-81, 4 NJPER 246 (¶4124 1978)(Piscataway);

Rutgers, The State University, P.E.R.C. No. 79-72, 5 NJPER 186 (¶10103 1979), mot. for recon. den. P.E.R.C. No. 79-92, 5 NJPER 230 (¶10128 1979), aff'd App. Div. Dkt. No. A-3651-78, 6 NJPER 340 (¶11170 1980)(Rutgers I); Middlesex Cty., P.E.R.C. No. 79-80, 5 NJPER 194 (¶10111 1979), aff'd in relevant part, App. Div. Dkt. No. A-3564-78 (1980); Passaic Co. Reg. H.S. Dist., P.E.R.C. No. 81-107, 7 NJPER 155 (¶12068 1981)(Passaic); Monroe Tp. Bd.Ed., P.E.R.C. No. 81-145, 7 NJPER 357 (¶12161 1981)(Monroe); Rutgers, The State University, P.E.R.C. No. 82-20, 7 NJPER 505 (¶12224 1981), aff'd App. Div. Dkt. No. A-468-81T1 (1983)(Rutgers II); Washington Tp., P.E.R.C. No. 83-166, 9 NJPER 402 (¶14183 1983); City of Newark, P.E.R.C. No. 85-107, 11 NJPER 300 (¶16106 1985); City of Newark, P.E.R.C. No. 88-87, 14 NJPER 248 (¶19092 1988); City of Newark, P.E.R.C. No. 87-106, 14 NJPER 336 (¶19126 1988).

Only three of the above decisions, Piscataway, Passaic and Monroe, involved unfair practice charges. The remaining cases involved a scope of negotiations determination and established that the shifting of work from employees in one unit to employees in another unit is mandatorily negotiable. The Commission and the Courts distinguished between subcontracting the work to a private employer and shifting the work to other public employees. The former is not negotiable; the latter is negotiable when it does not impinge on the employer's governmental policy determinations. Rutgers I and II involved the shifting of dispatching duties from employees in a civilian unit to employees in a police unit. No

governmental policy determinations were involved in the University's determination in those cases to shift the dispatching duties. The Commission and the Courts thus held that shifting the duties was mandatorily negotiable.

Piscataway involved an unfair practice charge which alleged a violation of subsections 5.4(a)(1), (3) and (5) of the Act. The employer employed nurses who were included in a teachers' negotiations unit. One nurse was assigned to each school. Two nurses were on leave, and rather than replace those nurses, the employer assigned two nurses to cover two schools each, and hired two health aides to assist the two nurses. The health aides were not included in the teachers unit but were performing work previously performed by nurses. The charging party argued that the employer violated the Act by unilaterally shifting unit work out of the unit.

The employer argued that its right to reduce staff for economic reasons rendered the shifting of the work non-negotiable. The Commission held that the employer violated subsections 5.4(a)(1) and (5) of the Act but dismissed the 5.4(a)(3) allegation. Both the Commission, and the Hearing Examiner whose decision it affirmed, H.E. No. 78-30, 4 NJPER 289 (¶4145 1978), distinguished between the employer's right to reduce its work force for economic reasons and its obligation to negotiate over shifting unit work. While the employer has the right to reduce its work force and reduce its services, where it reduces its work force but not its services and

unilaterally shifts work out of the unit for economic reasons it violates the Act.

The Commission in Piscataway ordered the employer to negotiate with the charging party over the decision to replace nurses with health aides and over the additional workload imposed on the two nurses.

Passaic involved the shifting of duties that had been performed by a clerk represented in one unit, to an aide title that was included in a different unit. The Commission found that even though the clerk position had been vacant and was then abolished by the employer, the employer still violated the Act by shifting the duties that had been performed by a unit member to a non-unit employee without prior negotiations with the majority representative that represented the clerk title. The Commission ordered the duties being performed by the aide to be restored to the unit that had represented the clerk and then to negotiate with the majority representative representing the clerk duties over the shifting of the work outside the unit.

Monroe involved the assignment of certain work previously performed by a nurse represented by the charging party, to non-unit nurses. The non-unit nurse performed all the regular duties of the unit nurse, and the Commission found that there was no governmental policy determination involved in the employer's determination to shift the work.

The Commission ordered the employer to restore the status quo by including the non-unit nurse in the unit represented by the charging party, and then ordering the employer to negotiate over any decision to employ non-unit employees to perform unit work. As in Piscataway, however, the Commission in Monroe dismissed the 5.4(a)(3) allegation.

The 5.4(a)(5) Allegation

Consistent with the holdings in the above cases the Town violated subsection 5.4(a)(5) of the Act by shifting the dispatcher duties from the Teamsters unit to police employees outside the unit without first negotiating that decision with the Union. The Monday through Friday dispatching work had been performed by employees in the unit represented by the Teamsters. The Town had the right to lay off the dispatchers for economic reasons. If, after the layoff, the Town had assigned the dispatching duties to other employees in the Teamsters unit it would not have violated the Act. But by shifting the Monday through Friday dispatching duties to non-unit police employees without first negotiating over that decision with the Teamsters, the Town violated the Act. Piscataway; Passaic; Monroe.

As in Rutgers I and II, the shifting of the duties here was not based upon a governmental policy determination. No such policy determination was even suggested. The record shows conclusively that the Town laid off the dispatchers and shifted the dispatching duties to the police only for economic reasons. On balance, the

economic justification was not sufficient to excuse the Town from its obligation to negotiate over the shifting of unit work. Rutgers I and II; Newark 14 NJPER at 335. If there were no other employees in the Teamsters unit qualified to perform dispatching duties, the Town could have laid off some other employees in the Teamsters unit instead of the dispatchers, or employees in some other unit and cut services to achieve the same economic savings. Otherwise, the Town could have negotiated with the Union over the shifting of dispatcher duties before it laid off the dispatchers.

Similarly, the lack of a work preservation clause in J-1 was not enough to protect the Town in its failure to negotiate with the Union. First, preservation of unit work is an inherent right of a labor organization. Rutgers II; Passaic; Monroe. Absent a clear waiver of that right the mere absence of a work preservation clause does not mean that an employer can unilaterally shift work outside the unit. Second, in order to constitute a waiver, contract language must clearly and unequivocally permit the employer to take the relevant action. Red Bank Reg. Ed. Assn. v. Red Bank Reg. Bd.Ed., 78 N.J. 122, 140 (1978); State of New Jersey, P.E.R.C. No. 77-40, 3 NJPER 78 (1977); Deptford Bd.Ed., P.E.R.C. No. 81-78, 7 NJPER 35 (¶12015 1980), aff'd App. Div. Dkt. No. A-1818-80T8



(5/24/82). There was no such language in J-1 authorizing the Town to shift work outside the unit.<sup>4/</sup>

The Town relied upon  Tp. of Jackson, P.E.R.C. No. 81-76, 7  NJPER 31 (¶12013 1980), to support its argument that it is not an unfair practice to terminate (or lay off) employees for economic reasons. That case does support that argument, but does not authorize an employer to unilaterally assign unit work to employees outside the unit. The Town did not violate the Act by laying off the dispatchers; it violated the Act by assigning the Monday through Friday dispatching duties to police employees without first negotiating with the Teamsters over the shifting of unit work.

#### The 5.4(a)(3) Allegation

The Town did not violate subsection 5.4(a)(3) of the Act by laying off the dispatchers. In order to establish a 5.4(a)(3) violation of the Act a charging party must prove an anti-union motive.  Borough of Haddonfield Bd.Ed., P.E.R.C. No. 77-36, 3  NJPER 71 (1977);  Cape May City Bd.Ed., P.E.R.C. No. 80-67, 6  NJPER 45 (¶11022 1980). There was no such motive in this case. The dispatchers were laid off to save money, not because of anti-union retaliation. Thus, the layoffs, standing alone, did not violate the Act.

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<sup>4/</sup> Had J-1 contained a work preservation clause it may have resulted in a deferral of this Charge to arbitration or in the refusal to issue complaint pursuant to  State of N.J. (Dept. of Human Services), P.E.R.C. No. 84-148, 10  NJPER 419 (¶15191 1984). But that is not at issue here.

Bridgewater Tp. v. Bridgewater Public Works Assn., 95 N.J. 235 (1984) established the standards for finding an (a)(3) violation. One such standard is that the employees' exercise of protected activity must be a "substantial" or a "motivating" factor in the employer's actions. That was not the case here. Other than their union membership, there was no evidence that the dispatchers engaged in any particular protected activity which would have been a substantial or motivating factor for the Town's actions. The Town acted only to save money, not because the dispatchers engaged in protected conduct. Thus, the 5.4(a)(3) allegation should be dismissed.

#### Remedy

The Union was entitled to have the opportunity to negotiate with the Town over the shifting of work outside the unit prior to the time such work was actually shifted. Passaic; Monroe. Since it would be meaningless to require the parties to negotiate over that issue while the dispatchers are laid off, the Union is entitled to an immediate return of the status quo and a make whole remedy to bring it back to where it would have been if the Town had not violated the Act. Monroe. Therefore, despite the dismissal of the 5.4(a)(3) allegation, the remedy must include the reemployment of the dispatchers with back-pay prior to requiring the parties to negotiate over any shifting of work outside the unit. Galloway Tp. Bd.Ed. v. Galloway Tp. Assoc. of Ed. Sec., 78 N.J. 1 (1984); Piscataway Tp. Bd.Ed. v. Piscataway Tp. Principals Assoc., 164 N.J.

Super. 98 (App. Div. 1978); Cherry Hill Bd.Ed., P.E.R.C. No. 85-68, 11 NJPER 44 (¶16024 1984).

Based upon the record and above analysis I make the following:

Conclusions of Law

1. The Town violated subsection 5.4(a)(5) and derivatively 5.4(a)(1) of the Act by failing to negotiate with the Union over the shifting of work outside the unit.

2. The Town did not violate subsection 5.4(a)(3) of the Act when it laid off the dispatchers.

Recommended Order

I recommend that the Commission ORDER:

A. That the Town cease and desist from:

Interfering with, restraining or coercing its employees in the exercise of the rights guaranteed to them by the Act, particularly by failing to negotiate with the Teamsters over the shifting of dispatcher duties outside their negotiations unit prior to such negotiations.

B. That the Town take the following affirmative action:

1. Restore the status quo ante by reemploying the affected dispatchers (assuming they are still available for employment).

2. Pay the affected dispatchers the monetary amount they would have received, minus any lawful mitigated amounts they have received, from the date of their layoff to the date of their

reemployment or the date of the offer of reemployment assuming they refuse reemployment, had their dispatching duties not been shifted outside the negotiations unit without prior negotiations.<sup>5/</sup>

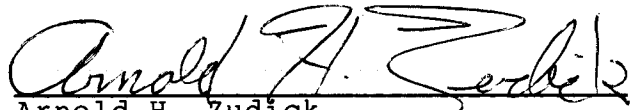
3. Negotiate with the Teamsters over the shifting of dispatcher duties outside their unit prior to assigning that work to non-unit employees.

4. Post in all places where notices to employees are customarily posted, copies of the attached notice marked as Appendix "A." Copies of such notice on forms to be provided by the Commission shall be posted immediately upon receipt thereof and, after being signed by the Respondent's authorized representative, shall be 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.

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<sup>5/</sup> This decision does not protect the dispatchers from another layoff based upon economic considerations. It merely requires the Town to negotiate with the Union over the shifting of unit work outside the unit prior to actually shifting the work. The Town is not required to negotiate over whether the dispatchers should have been laid off, and is not required to negotiate over any future decisions to lay off dispatchers for economic reasons. The Town is only required to negotiate over the shifting of work outside the unit.

5. Notify the Chairman of the Commission within twenty (20) days of receipt what steps the Respondent has taken to comply herewith.

  
Arnold H. Zudick  
Hearing Examiner

Dated: August 22, 1988  
Trenton, New Jersey

# NOTICE TO ALL EMPLOYEES

## PURSUANT TO

AN ORDER OF THE

## PUBLIC EMPLOYMENT RELATIONS COMMISSION

and in order to effectuate the policies of the

## NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT,

AS AMENDED

We hereby notify our employees that:

WE WILL cease and desist from interfering with, restraining or coercing our employees in the exercise of the rights guaranteed to them by the Act, particularly by failing to negotiate with the Teamsters over the shifting of dispatcher duties outside their negotiations unit prior to such negotiations.

WE WILL offer reemployment to the affected dispatchers.

WE WILL pay the affected dispatchers the monetary amount they would have received, minus any lawful mitigated amounts they did receive, had they continued to perform dispatching duties.

Docket No. CO-H-88-264

TOWN OF DOVER  
(Public Employer)

Dated \_\_\_\_\_

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

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

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