

P.E.R.C. NO. 82-72

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

TOWNSHIP OF ROCKAWAY,

Respondent,

-and-

Docket No. CO-81-222-180

MORRIS COUNCIL NO. 6, NEW  
JERSEY CIVIL SERVICE ASSOCIATION,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission dismisses a Complaint issued on an unfair practice charge filed by Morris Council No. 6, NJCSA ("Council No. 6") against the Township of Rockaway ("Township"). Council No. 6 had alleged that the Township violated the New Jersey Employer-Employee Relations Act when it failed to submit collective agreements, negotiated with members of Council No. 6's negotiating team, to Council No. 6's attorney and president for their review and execution. Noting that Council No. 6 had indicated that it would approve the agreements if properly submitted and that the Township is willing to submit the agreements, the Commission determines that the past dispute has been essentially resolved and that the parties now understand their future negotiations obligations. Accordingly, although the Township technically violated subsection N.J.S.A. 34:13A-5.4(a)(5) of the Act, the exercise of the Commission's authority would not be appropriate or beneficial under all the circumstances of this case.

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MORRIS COUNCIL NO. 6, NEW  
JERSEY CIVIL SERVICE ASSOCIATION,

Charging Party.

Appearances:

For the Respondent, Wiley, Malehorn & Sirota  
(Jeffrey E. Michaelson, of Counsel)

For the Charging Party, Fox and Fox  
(David I. Fox, of Counsel)

DECISION AND ORDER

On January 28 and May 19, 1981, Morris Council No. 6, N.J.C.S.A. ("Council No. 6") filed, respectively, an unfair practice charge and an amended charge against the Township of Rockaway ("Township") with the Public Employment Relations Commission.<sup>1/</sup> The charge, as amended, alleged that the Township violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq ("Act"), specifically, subsections N.J.S.A. 34:13A-5.4(a)(1), (2), (3), (5), (6) and (7),<sup>2/</sup> when on November 5,

<sup>1/</sup> Council No. 6 is the certified majority representative of four units of Township employees: (1) white collar, (2) blue collar, (3) foremen, and (4) superintendents.

<sup>2/</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; (2) Dominating or interfering with the formation, existence or administration of any employee organization; (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

(continued)

1980, it negotiated proposed collective agreements absent the participation of certain authorized representatives of Council No. 6 and thereafter refused to submit the proposed agreements to the president of Council No. 6 and its attorney for their review and execution.<sup>3/</sup>

On June 26, 1981, the Director of Unfair Practices, after determining that the allegations of the unfair practice charge, if true, might constitute unfair practices, issued a Complaint and Notice of Hearing. On July 2, 1981, the Township filed an Answer.

The first day of the scheduled hearing was September 9, 1981. The Association and the Hearing Examiner were prepared to proceed, but the Township's representative did not appear, apparently because he made a mistake in recording the hearing date in his diary. The Hearing Examiner adjourned the hearing for one day. Council No. 6's attorney made an application for costs stemming from the adjournment.

On September 10, 1981, Commission Hearing Examiner Alan R. Howe conducted a hearing and afforded the parties the opportunity to examine witnesses, present evidence, and argue orally.

2/ (continued)

conditions of employment of employees in that unit, or refusing to process grievances presented by the majority representative; (6) Refusing to reduce a negotiated agreement to writing and to sign such agreement; and (7) Violating any of the rules and regulations established by the commission."

3/ The amended charge added, inter alia, allegations concerning the Township's continued refusal to submit the proposed agreements after the filing of the initial charge and requested interim relief for the first time. On June 22, 1981, Commission Hearing Examiner Edmund G. Gerber, after conducting a hearing, denied interim relief.

At the outset of the hearing, Council No. 6's attorney, stating that Council No. 6 had decided to adopt the agreements if submitted to its president, withdrew that portion of the charge alleging that on November 5, 1980, the Township had negotiated agreements in the absence of certain authorized representatives of Council No. 6. Both parties waived oral argument and submitted post-hearing briefs by September 29, 1981.

On October 1, 1981, the Hearing Examiner issued his Recommended Report and Decision. H.E. No. 82-14, 7 NJPER 627 (¶12280 1981) (copy attached). He concluded that the Township did not violate subsections (a)(2), (3), (6) and (7), but technically did violate subsections (a)(5) and derivatively, (a)(1), when it did not submit the collective agreements to Council No. 6's president and attorney for review and execution. As a remedy, he recommended an order requiring, inter alia, the Township to post a notice of its violation and to prepare and submit the four agreements for review and execution by Council No. 6's president.<sup>4/</sup>

Both parties have filed timely exceptions to the Hearing Examiner's report. The Township contends: (1) the Hearing Examiner failed to consider testimony that employee negotiation team members, rather than the president of Council No. 6, had signed all prior agreements and that Council No. 6 and its president had ratified these agreements, (2) it negotiated in

<sup>4/</sup> As mentioned above, the president of Council No. 6 had already agreed to sign the agreements.

good faith at all times, and (3) since June, 1981, Council No. 6's president and attorney have had the agreements and could have re-executed them. Council No. 6 contends that the recommended remedy is insufficient because it does not require the Township to: (1) reimburse Council No. 6 for its expenses in proving a violation of the Act; or (2) pay the costs which Council No. 6 incurred on September 9, 1981 as a result of the one day adjournment.

We first review the Hearing Examiner's determination that the Township committed a technical violation of subsections (a)(5) and, derivatively, (a)(1) of our Act.

Prior to 1979, Council No. 6 had authorized certain Township employees to serve on a consolidated negotiating team for all four units. The Township negotiated agreements with Council No. 6's negotiating team rather than the president of Council No. 6. In early 1979, the negotiating team for Council No. 6, stating that it had experienced difficulties in negotiating with a new Township administrator, requested assistance from the president of Council No. 6 and its attorney. The attorney served as the spokesperson for Council No. 6 and the negotiating team at all subsequent meetings before November 5, 1980; the president also attended every meeting but one. At the request of employee members of the negotiating team, on November 5, 1980, Township officials met with the team in the absence of Council No. 6's president and attorney and entered into proposed agreements. The president of Council No. 6 was informed by its negotiating team that such a

meeting was to take place. Council No. 6 no longer contends that the Township violated our Act when it and the employees on the negotiating team entered into these agreements. Instead, Council No. 6 has stated its willingness to approve the agreements, signed by members of its negotiating team, and only seeks an order requiring the Township to submit them for its president's signature. The Township has stated that it is willing to have Council No. 6's president execute the agreements which have been in the president's possession since June 1981, and which were previously executed by members of Council No. 6's negotiating team.

In Galloway Twp. Bd. of Ed. v. Galloway Twp. Ed. Ass'n, 78 N.J. 25, 39 (1978), our Supreme Court, in response to a contention that a dispute was moot, held that the Commission "...possesses the authority under [N.J.S.A. 34:13A-5.4(c)] to adjudicate and remedy past violations of the Act if, in its expert discretion, it determines that course of action to be appropriate under the circumstances of the particular case." Under all the circumstances of the present case, we do not believe the exercise of our authority would be appropriate or beneficial. The dispute is essentially over. Council No. 6 does not challenge the agreements, only the Township's failure to submit the agreements for its president's execution. The Township technically violated subsection (a)(5) of our Act when it failed to submit the agreements<sup>5/</sup> but has since


<sup>5/</sup> See, Medo Photo Supply Corp. v. NLRB, 321 U.S. 678, 14 LRRM 581 (1944); Quaker State Oil Refining Corp. v. NLRB, 270 F.2d 40, 44 LRRM 2297 (3rd Cir. 1959); Independent Stave Co. v. NLRB, 352 F.2d 553, 60 LRRM 2406 (8th Cir. 1965). All these cases establish that an employer must deal directly with the authorized representatives of the certified employee organization. Here, the authorized representatives in charge of the 1979-1980 negotiations process, in contrast to previous years, were Council No. 6's president and attorney.

encouraged the president, in accordance with her expressed wishes, to execute the agreements. The Township further states that it will prevent a recurrence of this situation. We believe that the past dispute has been essentially resolved and, most importantly, that the parties now understand their future negotiations obligations. Accordingly, we will dismiss the Complaint.<sup>6/</sup>

ORDER

IT IS HEREBY ORDERED that the Complaint is dismissed in its entirety.

BY ORDER OF THE COMMISSION

  
\_\_\_\_\_  
James W. Mastriani  
Chairman

Chairman Mastriani, Commissioners Hipp, Newbaker and Suskin voted for this decision. Commissioners Butch, Graves and Hartnett were not present.

DATED: February 9, 1982  
Trenton, New Jersey  
ISSUED: February 10, 1982

<sup>6/</sup> We also dismiss Council No. 6's exceptions seeking reimbursement of the expenses and costs of this litigation.

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

In the Matter of

TOWNSHIP OF ROCKAWAY

Respondent,

-and-

Docket No. C0-81-222-180

MORRIS COUNCIL NO. 6, N.J.C.S.A.

Charging Party.

SYNOPSIS

A Hearing Examiner recommends that the Public Employment Relations Commission find that the Township violated Subsections 5.4(a)(1) and (5) of the New Jersey Employer-Employee Relations Act when, notwithstanding repeated demands, it refused to submit to the attorney and President of Council No. 6 for review and signature four collective negotiations agreements, which had been consummated in November, 1980. The Township had submitted the agreements for execution by members of the Council No. 6 negotiations team, notwithstanding instructions to the contrary by the attorney for Council No. 6 and its President. The Hearing Examiner recommended that the Township prepare and submit a new set of agreements to the attorney for Council No. 6 for review and thereafter for signature by the President of Council No. 6.

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.



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Charging Party.

Appearances:

For the Township of Rockaway  
Wiley, Malehorn & Sirota, Esqs.  
(Jeffrey E. Michelson, Esq.)

For Morris Council No. 6, N.J.C.S.A.  
Fox & Fox, Esqs.  
(David I. Fox, Esq.)

HEARING EXAMINER'S RECOMMENDED  
REPORT AND DECISION

An Unfair Practice Charge was filed with the Public Employment Relations Commission (hereinafter the "Commission") on January 28, 1981, and amended on May 9, 1981, by Morris Council No. 6, N.J.C.S.A. (hereinafter the "Charging Party" or "Council No. 6") alleging that the Township of Rockaway (hereinafter the "Respondent" or the "Township") had engaged in unfair practices within the meaning of the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13A-1 et seq. (hereinafter the "Act"), in that the Respondent by its attorney refused to honor the demands of the attorney for the Charging Party that the Township submit to the President of the Charging Party or its attorney for review and signature the collective negotiation agreements covering four blue and white collar collective negotiation units, which refusal commenced in November, 1980 and continued through June, 1981, at which time the attorney for the Township submitted to the attorney for the Charging Party copies of four collective negotiations agreements that had been executed on behalf of the Charging Party by persons without authority to do so, all which

was alleged to be a violation of N.J.S.A. 34:13A-5.4 (a)(1), (2), (3), (5), (6) and (7) of the Act.<sup>1/</sup>

It appearing that the allegations of the Unfair Practice Charge, as amended, if true, may constitute unfair practices within the meaning of the Act, a Complaint and Notice of Hearing was issued on June 26, 1981. Pursuant to the Complaint and Notice of Hearing a hearing was held on September 9 & 10, 1981 in Newark, New Jersey, at which time the parties were given an opportunity to examine witnesses and present relevant evidence and argue orally. Oral argument was waived and the parties filed post-hearing briefs by September 29, 1981.

An Unfair Practice Charge, as amended, having been filed with the Commission, a question concerning alleged violations of the Act, as amended, exists and, after hearing, and after consideration of the post-hearing briefs of the parties, the matter is appropriately before the Commission by its designated Hearing Examiner for determination.

Upon the entire record, the hearing examiner makes the following:

FINDINGS OF FACT

1. The Township of Rockaway is a public employer within the meaning of the Act, as amended, and is subject to its provisions.
2. Morris Council No. 6, N.J.C.S.A. is a public employee representative within the meaning of the Act, as amended, and subject to its provisions.

1/ These Subsections prohibit public employers, their representative or agents from:  
"(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this Act.  
"(2) Dominating or interfering with the formation, existence or administration of any employee organization.  
"(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.  
"(6) Refusing to reduce a negotiated agreement to writing and to sign such agreement.  
"(7) Violating any of the rules and regulations established by the commission."

3. In 1976 Council No. 6 was certified by the Commission as the exclusive collective negotiations representative for employees of the Township in four separate units as follows: (1) White Collar; (2) Blue Collar (3) Foremen; and (4) Superintendents. Collective negotiations between the parties since 1976 have involved Council No. 6 representatives from each of the four units and Township representatives, which have resulted in four separate collective negotiations agreements with identical commencement and expiration dates.

4. Betty Lisovsky has been President of Council No. 6 for nine years. As President she has regularly appointed the members of the Council No. 6 negotiations team.

5. In or about September of 1979 Lisovsky, in preparation for collective negotiations for successor agreements to those expiring on December 31, 1979, appointed the following employees to the Council No. 6 negotiations team: (1) White Collar--Bernadine Andrews and Evelyn McEniry; (2) Blue Collar--George Rudel, Jr. and originally LeRoy Shepperd, followed by Charles Dietrich and Charles Sestak; (3) Foremen--Jack Kelly; and (4) Superintendents--Richard Kimball, replaced by Donald Tironi.

6. In October of 1979, pursuant to the provisions of the then-expiring agreements and past practice, the Council No. 6 negotiations team prepared and submitted to the Township the Council No. 6 collective negotiations contract proposals for the successor agreements.

7. Following the filing by Council No. 6 of an Unfair Practice Charge against the Township on March 19, 1980 (CP-1), which complained, inter alia, of the delay on the part of the Township in meeting its negotiations obligation, negotiations commenced on April 29, 1980. A second negotiations session took place on May 19, 1980 and another on July 2, 1980. Following the appointment of David M. Beckerman as a mediator on June 30, 1980 (CP-2) he scheduled a negotiations session for July 24, 1980 (CP-3). Thereafter there were three additional negotiations sessions on July 31, September 9 & 22, 1980. The attorney for Council No. 6 was present at all of the foregoing negotiations sessions.

8. Notwithstanding that Lisovsky was not formally a member of the Council No. 6 negotiations team she testified credibly that she attended all of the negotiations sessions, supra, except one. The Hearing Examiner was impressed by Lisovsky's demeanor as a witness for the Charging Party and thus credits her testimony as against that of Respondent's three witnesses on the issue of how many negotiations sessions Lisovsky attended.

9. Lillian McArdle held the office of Secretary of Council No. 6 in 1972 and from 1973 until her resignation in or around the Summer of 1979 she was a member of the Board of Trustees (Directors). Although not an appointed member of the Council No. 6 negotiations team McArdle attended many of the negotiations sessions, supra, and played an active role on behalf of Council No. 6.

10. An effort by Council No. 6 to submit the open issues in the collective negotiations to binding arbitration was rejected by the Township attorney on September 26, 1980 and (CP-4 and CP-5).

11. On November 5, 1980, without the knowledge of Council No. 6 President Lisovsky or the attorney for Council No. 6, a majority of the members of the Council No. 6 negotiations team met with representatives of the Township and executed a memorandum of agreement setting the terms for a three year contract: 1980-82 (CP-6). One of the signers for Council No. 6 was McArdle, who was never formally appointed to the negotiations team by Lisovsky.<sup>2/</sup>

12. Under the date of November 13, 1980 the attorney for Council No. 6 sent a letter to the Township attorney advising him that Betty Lisovsky is President of Council No. 6 and said that "...no contract for these employees is valid unless it is approved by and signed by Betty (Lisovsky)..." (CP-7).

13. Under date of December 12, 1980 the attorney for Council No. 6 sent a letter to the Township attorney confirming an agreement by the Township attorney that a "draft

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<sup>2/</sup> The Charging Party at the hearing withdrew all allegations in the Unfair Practice Charge, as amended, which challenged the validity of the November 5, 1980 memorandum of agreement.

of the contract" was to be sent to him as the attorney for Council No. 6, which letter concluded with the statement that after review and approval the contract would be submitted to Lisovsky for signature (CP-8). The attorney for the Township acknowledged CP-8 on December 18, 1980 (CP-9) and agreed to send the contract(s) as requested to the attorney for Council No. 6.

14. Under date of February 4, 1981 the attorney for Council No. 6 sent a letter to the Township attorney protesting that the contract(s) had still not been received by him (CP-11). When the situation remained unchanged in March of 1981 the attorney for Council No. 6 sent a further letter to the Township attorney under date of March 24, 1981 (CP-12).

15. On April 2, 1981 the attorney for Council No. 6 and Lisovsky attended an exploratory conference on the instant Charge with a Commission representative, at which the Township attorney was also present. The Township attorney represented that the collective negotiation agreements had not been signed and that he would definitely see that Lisovsky and the attorney for Council No. 6 reviewed the agreements prior to signature by Lisovsky.

16. The following day, April 3, 1981, the attorney for Council No. 6 sent a letter to Richard Seuffert, the Township Business Administrator, with a copy to the Township attorney. In this letter the Council No. 6 attorney advised the Business Administrator that Council No. 6 was the exclusive representative for the four units of employees and that only Lisovsky, or her designee in writing, had authority to deal "...in any matter concerning these units..." (CP-13).

17. In mid-May 1981 Lisovsky received from one of the unit employees a copy of a collective negotiations agreement for the White Collar unit, which had been signed by Evelyn McEniry and witnessed by Bernadine Andrews purportedly on behalf of Morris Council No. 6. The signature page bore no date of execution but did recite the term of January 1, 1980 through December 31, 1982. (CP-14).

18. Immediately thereafter Lisovsky instructed the attorney for Council No. 6 to

seek interim relief before the Commission, which was on denied on June 22, 1981 on the ground that no irreparable harm had been demonstrated.

19. Under date of June 23, 1981 the attorney for Council No. 6 sent a letter to the Township attorney stating that the four agreements had not yet been received for review and signature, and stating further that Council No. 6 had knowledge that one of the four agreements had been signed "...by someone not authorized to sign it on behalf of ...Council No. 6..." (CP-15).

20. Under date of June 26, 1981 the Township attorney sent to the attorney for Council No. 6 a letter enclosing four executed agreements, which included the White Collar agreement (CP-14, supra). (CP-16). The agreements for the three other units were purportedly executed on behalf of Council No. 6 as follows: Blue Collar--executed by George R. Rudel, Jr. and witnessed by Evelyn McEniry; Foremen--executed by John J. Kelly and witnessed by Thomas Statteo; and Superintendents--executed by Donald Tironi and witnessed by Evelyn McEniry.<sup>3/</sup> The Mayor, William E. Bishop, executed the agreements on behalf of the Township. The four agreements were prepared under the direction of Seuffert, the Business Administrator, and were typed by McEniry. After the agreements were completed Seuffert sent them to the Township attorney.

21. Collective negotiations agreements prior to the 1980-82 agreements had been signed by negotiations team representatives of the several units; Lisovsky had never signed these prior agreements.

#### THE ISSUE

1. Did the Respondent Township violate the Act on and after November 13, 1980 by repeatedly ignoring the demand of the Charging Party that the four collective negotiations agreements be submitted first to the attorney for the Charging Party for review and then to the President of the Charging Party for signature?

2. Did the Respondent Township further violate the Act by submitting the four

<sup>3/</sup> It is undisputed that none of those who purported to execute the agreements, supra, on behalf of Council No. 6 were either Officers or members of the Board of Trustees (Directors).

collective negotiations agreements for signature to members of the Charging Party's negotiations team contrary to specific instructions by the attorney and President of the Charging Party?

#### DISCUSSION AND ANALYSIS

The Respondent Township Violated The Act By Repeatedly Ignoring The Demand Of The Charging Party That The Four Collective Negotiations Agreements Be Submitted First To Its Attorney For Review And Then To Its President For Signature And Further By Submitting The Said Agreements For Signature To Members Of The Charging Party's Negotiations Team

The Hearing Examiner finds and concludes that the Respondent Township violated Subsections (a)(1) and (5) of the Act<sup>3/</sup> when on and after November 13, 1980 it repeatedly ignored the demand of the Charging Party that the four collective negotiations agreements be submitted first to the Charging Party's attorney for review and then to the Charging Party's President for signature, and further by thereafter submitting the said agreements for signature to the members of the Charging Party's negotiations team contrary to specific instructions by the attorney and President of the Charging Party. In so finding a violation of the Act the Hearing Examiner is cognizant of the fact that the violation is technical in nature in that the agreements were signed by members of the Charging Party's negotiations team as opposed to unit employees who had no connection whatsoever with the negotiations.

The post-hearing briefs of the parties have cited no cases in support of their respective positions. However, it is basic to the obligation to negotiate in good faith on the part of a public employer that it deal with the representatives designated by the public employee representative. While it is true that in prior negotiations members of the negotiations team had executed the agreements on behalf of

<sup>3/</sup> The Charging Party failed to adduce any evidence which would support a finding and conclusion that the Respondent Township violated Subsections (a)(2), (3), (6) and (7) of the Act. Accordingly, the Hearing Examiner will recommend dismissal of the Complaint as to these Subsections of the Act.

H.E. No. 82-14

Council No. 6, in the instant negotiations it is crystal clear that both the attorney and the President of the Charging Party repeatedly directed the Township to submit the agreements for review and signature to the attorney and the President, respectively. The members of the negotiations team herein involved were neither officers nor members of the Board of Trustees (Directors) of Council No. 6. Lisovsky alone was an officer of Council No. 6, albeit the President, who was vested with the authority to appoint the members of negotiations team for Council No. 6 and was obviously vested with the authority to execute the agreements on behalf of Council No. 6.

Subsection (a)(5) of the Act speaks of a public employer's obligation "...to negotiate in good faith with a majority representative of employees in an appropriate unit..." Plainly, the "majority representative" in the instant case is Council No. 6. Further, it is clear to the Hearing Examiner that the President of the majority representative occupies the highest office and thus is in a position to act with clear authority on behalf of the majority representative, Council No. 6. Since both the attorney for Council No. 6 and its President repeatedly made clear to the Township on and after November 13, 1980 that the Township was to deal solely with the attorney and the President in the matter of reviewing and executing the four collective negotiation agreements, the Township acted at its peril in dealing with the members of the negotiation team either individually or collectively.

Having found that the Respondent Township violated Subsection (a)(5), and derivatively Subsection (a)(1), there remains the matter of an appropriate remedy. The status of the execution of the four collective negotiation agreements is that the Mayor of the Township has executed the agreements on behalf of the Township and various members of the collective negotiations team of Council No. 6 have purportedly executed the agreements on behalf of Council No. 6. It seems appropriate to direct the Township to prepare a new set of agreements for execution by the Mayor on behalf of the Township and by Lisovsky on behalf of Council No. 6. Accordingly, the Hearing Examiner will so recommend.



\* \* \* \*

Upon the foregoing, and upon the entire record in this case, the Hearing Examiner makes the following:

CONCLUSIONS OF LAW

1. The Respondent Township violated N.J.S.A. 34:13A-5.4(a)(1) and (5) when, despite repeated demands to the contrary, it submitted for execution on behalf of Morris Council No. 6, N.J.C.S.A. four collective negotiations agreements to the members of the negotiations team rather than to the President of Morris Council No. 6, N.J.C.S.A.

2. The Respondent Township did not violate N.J.S.A. 34:13A-5.4(a)(2), (3), (6) and (7) by its conduct herein.

RECOMMENDED ORDER

The Hearing Examiner recommends that the Commission ORDER:

A. That the Respondent Township cease and desist from:

1. Interfering with, restraining or coercing its employees in the exercise of the rights guaranteed to them by the Act, particularly, by refusing to submit for review and signature the four collective negotiations agreements involved herein to the attorney and President of Morris Council No. 6, N.J.C.S.A., the majority representatives of the employees in the collective negotiations units.

2. Refusing to negotiate in good faith with Council No. 6, particularly, by refusing to submit the four collective negotiations agreements herein involved for review and signature by the attorney and President of Council No. 6, respectively.

B. That the Respondent Township take the following affirmative action:

1. Forthwith prepare and submit to the attorney for the Charging Party for review the four collective negotiations agreements herein involved, which thereafter are to be executed on behalf of Council No. 6 by its President.

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 on forms to be provided by the Commission, shall be posted immediately upon the receipt thereof, and, after being signed by the Respondent's authorized representative shall be maintained by it for a period of at least sixty (60) consecutive days thereafter. Reasonable steps shall be taken by the Respondent Township to insure that such notices are not altered, defaced or covered by other material.

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

C. That the allegations in the Complaint that the Respondent Township violated N.J.S.A. 34:13A-5.4(a)(2), (3), (6) and (7) be dismissed in their entirety.



Alan R. Howe  
Hearing Examiner

Dated: October 1, 1981  
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 NOT interfere with, restrain or coerce our employees in the exercise of the rights guaranteed to them by the Act, particularly, by refusing to submit for review and signature the four collective negotiations agreements involved herein to the attorney and President of Morris Council No. 6, N.J.C.S.A., the majority representatives of the employees in the collective negotiations units.

WE WILL NOT refuse to negotiate in good faith with Council No. 6, particularly, by refusing to submit the four collective negotiations agreements herein involved for review and signature by the attorney and President of Council No. 6, respectively.

WE WILL forthwith prepare and submit to the attorney for Morris Council No. 6, N.J.C.S.A. for review the four collective negotiations agreements herein involved, which thereafter are to be executed on behalf of Council No. 6 by its President.

TOWNSHIP OF ROCKAWAY

(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 James Mastriani, Chairman, Public Employment Relations Commission, P.O. Box 2209, Trenton, New Jersey 08625 Telephone (609) 292-6780