P.E.R.C. NO. 89-70

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

GLOUCESTER COUNTY BOARD OF
CHOSEN FREEHOLDERS,

Respondent,

-and- Docket No. CO-H-88-14

COMMUNICATIONS WORKERS OF AMERICA,
LOCAL 1085,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission finds that the Gloucester County Board of Chosen Freeholders violated the New Jersey Employer-Employee Relations Act by changing the hours of first shift employees of the Shady Lane Nursing Home. The Commission finds no basis for claiming a mangerial prerogative to change the hours of the first shift. The Commission dismisses allegations that the employer violated the Act by adding a third shift extending beyond 4:00 p.m. On balance, the Commission finds a prerogative to create a third shift extending past 4:00 p.m.

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-and- Docket No. CO-H-88-14

COMMUNICATIONS WORKERS OF AMERICA,
LOCAL 1085,

Charging Party.

Appearances:

For the Respondent, Gerald L. Dorf, Esq.

For the Charging Party, Richard A. Dann, President, CWA, Local 1085

DECISION AND ORDER

On July 13, 1987, the Communications Workers of America, Local 1085 filed an unfair practice charge against the Gloucester County Board of Chosen Freeholders. The charge alleges that the County violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. ("Act"), specifically subsections 5.4(a)(1) and (5),[1/] when, without prior negotiations and in

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1/ 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; (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."

repudiation of its contract, it unilaterally changed the hours laundry employees worked at the Shady Lane Nursing Home.

On July 13, 1987, a Complaint and Notice of Hearing issued.

On March 7, 1988, Hearing Examiner Marc F. Stuart conducted a hearing. The parties waived oral argument, but filed post-hearing briefs by May 31.

On August 8, 1988, the Hearing Examiner issued his recommended decision. H.E. No. 89-4, 14 NJPER ___ (¶_____ 1988). He concluded that the employer had a managerial prerogative to add a third shift to ensure that evening/night shift nurses had enough clean laundry. But he concluded that the employer had violated the Act when it refused to negotiate over the hours of that third shift and the change in hours of the first shift.[2/] He recommended an order requiring immediate and retroactive negotiations over the shift hours and additional compensation.

On August 18, 1988, Local 1085 filed exceptions. It asserts that certain findings of fact are inaccurate; the employer did not have a prerogative to implement a third shift; and the remedy should include restoring the previous shifts.

On September 6, 1988, the employer, after an extension of time, filed exceptions. It supports the conclusion that it had a prerogative to add a third shift, but contends that it also had a contractual right and managerial prerogative to establish the hours of the third shift and to change the hours of the first shift.

2/ The second shift (8:00 a.m. to 4:00 p.m.) was not changed.

On September 9, 1988, the Hearing Examiner issued an "Errata" requiring the employer to restore the hours of the first shift to 6:00 a.m. to 2:00 p.m. The employer filed exceptions to this change.

We have reviewed the record. The Hearing Examiner's findings of fact (pp. 3-5) are generally accurate. We adopt and incorporate them here.3/

Before the new shift was added, nurses had complained that the laundry service was inefficient and that the evening and night nurses were not receiving the laundry they needed (T75; T76; T80; T134; T135; T145). Occasionally, these nurses would be told that no linen could be delivered until the morning shift (T158; T159; T179). The Department of Human Services criticized the nursing home because patients' personal clothing was being mixed up in the laundry and returned to the wrong patients (T154; T167; T168; R-10; R-8).

A third shift from 11:00 a.m. to 7:00 p.m. was added, in part, to remedy unsanitary conditions cited in State Department of Health inspection reports (T91). Employees on this shift clean laundry; take care of any leftover washing, drying, sorting and folding; and deliver needed linen to the Nursing Home wings (T186). Two laundry workers were hired in 1987 and assigned to this shift

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3/ In factual finding no. 5 the transcript cite should be T131-132 and not T31-T32. It is also not clear that the staff was increased before, instead of concurrently with, the new shift. Salaries were apparently upgraded earlier (T73).

(T156; T181). A laundry worker employed for two years on the second shift was reassigned to the third shift for about four months in spring 1987 (T36).

The employer's Personnel Director testified that the contract clause requiring the maintenance of hours of work refers to both total number of hours and shift hours (T114).

N.J.S.A. 34:13A-5.3 provides, in part:

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

Local 1085 bears the burden of proving: (1) a change (2) in a term and condition of employment (3) without negotiations. The employer, however, may defeat such a claim if it has a contractual right or managerial prerogative to make the change. Elmwood Park Bd. of Ed., P.E.R.C. No. 85-115, 11 NJPER 366 (¶16129 1985).

Hours of work are in general mandatorily negotiable. Local 195, IFPTE v. State, 88 N.J. 393 (1982). Before April 1987, laundry workers at the Shady Lane Home worked two shifts: 6:00 a.m. to 2:00 p.m. and 8:00 a.m. to 4:00 p.m. Effective April 1987, the County created a new shift from 11:00 a.m. to 7:00 p.m. and changed the work hours of the first shift to 7:00 a.m. to 3:00 p.m. The employer did not negotiate before making these changes. Accordingly, the employer has violated subsections 5.4(a)(1) and (5) unless we find either that it had a managerial prerogative or a contractual right to make these changes without negotiations.

The employer did not have a contractual right to make these changes unilaterally. A waiver of section 5.3 rights will not be found unless a contract specifically and unequivocally authorizes a unilateral change. Sayreville Bd. of Ed., P.E.R.C. No. 83-105, 9 NJPER 138 (¶14066 2983); State of New Jersey, P.E.R.C. No. 77-40, 3 NJPER 78 (1977). Neither the management rights clause nor the fully-bargained clause meets that test. City of Newark, P.E.R.C. No. 88-38, 13 NJPER 817 (¶18313 1987). Indeed the contract requires the employer to maintain the current hours of work. This clause is not limited to preserving the overall number of hours. The record does not reflect that Local 1085's proposal to list the times of shifts was dropped because the parties agreed that the employer should be able to rearrange shift hours freely.

We next examine the employer's managerial prerogative defense. We start with the proposition that hours of work in general are mandatorily negotiable and apply Local 195's balancing test to see if an exception is warranted.

Under the circumstances, we hold that the employer had a managerial prerogative to add a third shift extending beyond 4:00 p.m. The existing two shifts had not resolved the problems the institution had experienced. Sometimes the laundry was not finished by 4:00 p.m.; sometimes not enough laundry was available for the evening/night nurses or in an emergency; sometimes the laundry room was left in an unsanitary state. These problems led to many

complaints from night shift nurses and health inspectors.[4/] This new shift had little effect on current employees (other than one temporary transfer) since two new employees were hired to staff it. On balance, we find a prerogative to create a third shift extending past 4:00 p.m.[5/] See, e.g., Town of Kearny, P.E.R.C. No. 83-42, 8 NJPER 601 (¶13282 1982); Tenafly Bd. of Ed., P.E.R.C. No. 83-123, 9 NJPER 211 (¶14099 1983).

On this record, we see no basis for claiming a managerial prerogative to change the hours of the first shift. The record does not reflect why that change was made. We therefore hold that this unilateral change violated subsections 5.4(a)(1) and (5).

ORDER

The Gloucester County Board of Chosen Freeholders is ordered to:

I. Cease and desist from:

A. Interfering with, restraining or coercing laundry employees in the exercise of the right to have their majority representative negotiate on their behalf over their hours of work.

4/ CWA asserts that the problem of not enough clean laundry was resolved by increasing the linen supply. Even if this is true, it did not resolve the rest of the problems.

5/ This holding does not foreclose the majority representative from demanding to negotiate over adjustments in the post 4:00 p.m. hours of work or a differential for that shift; it simply upholds the employer's right, under these circumstance, to determine that the laundry had to be kept operating after 4:00 p.m.

B. Refusing to negotiate in good faith with Communications Workers of America, Local 1085 before changing the hours of work of laundry employees.

II. Take this action:

A. Restore the hours of the first shift to 6:00 a.m. to 2:00 p.m. and negotiate over any proposed future change in hours.

B. 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.

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

BY ORDER OF THE COMMISSION

James W. Mastriani
Chairman

Chairman Mastriani, Commissioners Bertolino, Reid, Smith and Wenzler voted in favor of this decision. None opposed. Commissioner Johnson was not present.

DATED: Trenton, New Jersey
December 19, 1988
ISSUED: December 20, 1988

APPENDIX "A"

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 laundry employees in the exercise of the right to have their majority representative negotiate on their behalf over their hours of work.

WE WILL NOT refuse to negotiate in good faith with Communications Workers of America, Local 1085 before changing the hours of work of laundry employees at the Shady Lane Nursing Home.

WE WILL restore the hours of the first shift to 6:00 a.m. to 2:00 p.m. and negotiate over any proposed future change in hours.

Docket No. CO-H-88-14 GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS
(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.

H.E. NO. 89-4

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

In the Matter of

GLOUCESTER COUNTY BOARD OF
CHOSEN FREEHOLDERS,

Respondent,

-and-

Docket No. CO-H-88-14

COMMUNICATIONS WORKERS OF AMERICA,
LOCAL 1085,

Charging Party.

SYNOPSIS

A Hearing Examiner recommends that the Public Employment Relations Commission find that the County of Gloucester did not violate sections 5.4(a)(5) and (1) of the Public Employment Relations Act when it determined to institute a third shift for laundry workers in the Shady Lane Nursing Home. However, the Hearing Examiner recommends that the Commission find that the County did violate sections 5.4(a)(5) and (1) of the Act when it (1) unilaterally changed the hours of employment for certain laundry workers and (2) failed to negotiate additional compensation therefor.

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. 89-4

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

In the Matter of

GLOUCESTER COUNTY BOARD OF
CHOSEN FREEHOLDERS,

Respondent,

-and- Docket No. CO-H-88-14

COMMUNICATIONS WORKERS OF AMERICA,
LOCAL 1085,

Charging Party.

Appearances:

For the Respondent, Gerald L. Dorf, Esq.

For the Charging Party, Richard A. Dann, CWA Local 1085, President

HEARING EXAMINER'S RECOMMENDED
REPORT AND DECISION

On July 13, 1987, the Communications Workers of America, Local 1085 ("Local 1085") filed an Unfair Practice Charge against the Gloucester County Board of Chosen Freeholders ("County"). The charge alleges that the County violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically subsections 5.4(a)(1) and (5),[1/] when it unilaterally changed the hours of work (shifts) for laundry workers at the Shady Lane Nursing Home. Local 1085 charged that

> [b]y changing the hours of the laundry workers, the County has unilaterally changed a term and condition of employment and has repudiated the negotiated agreement concerning terms and conditions of employment, which actions constitute interference with employees in the exercise of their rights or a refusal to negotiate in good faith with a majority representative, in violation of N.J.S.A. 34:13A-5.4(a)(1) and (5).

The County asserts that the change in shifts was made in the exercise of its management prerogative (CP-1 Response to Grievance).

A Complaint and Notice of Hearing was issued on July 13, 1987 (C-1). The County filed no formal answer in response to the Complaint and Notice of Hearing.[2/]

On March 7, 1988, I conducted a hearing. The parties waived oral argument, but filed post-hearing briefs by May 31, 1988. Upon the entire record, I make the following:

FINDINGS OF FACT

1. Local 1085 is a public employee representative within the meaning of the Act, and is the majority representative of the employees described in this charge (T7).[3/]

1/ 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; (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/ Local 1085 did not object to the County's failure to file an answer.

3/ "T" refers to the transcript dated March 7, 1988.

3. The Shady Lane Nursing Home ("Home") is a public nursing home facility operated by the County (T128). Prior to April 1987, laundry employees at the Home worked a five-day week (1) from 6 a.m.[4/] to 2 p.m., or (2) from 8 a.m. to 4 p.m. (T8-T9). On or about April 13, 1987, the County changed the shift schedule from the previous two shifts to three shifts, as follows--(1) 7 a.m. to 3 p.m., (2) 8 a.m. to 4 p.m. and (3) 11 a.m. to 7 p.m. (T9).

4. Article V from the 1985-86 collective negotiations agreement between the County and Local 1085 provides:

> The current hours of work, including breaks and meal provisions, shall be maintained. Current pay schedules shall also remain unchanged.

The 1987-88 collective negotiations agreement between the County and Local 1085 provides in Article V:

HOURS OF WORK AND PAYDAYS

Section 1

The current hours of work, including breaks and meal provisions, shall be maintained. Full-time workweeks shall be as follows, depending upon department and/or job classifications:

(a) 32-1/2 hours, Monday through Friday;
(b) 35 hours, Monday through Friday;
(c) 40 hours, Monday through Friday;
(d) 40 hours, five days per week, including scheduled weekends;
(e) Irregular (40-hour average), including scheduled weekends.

3/ "T" refers to the transcript dated March 7, 1988.

4/ The transcript is in error. It indicates the first shift beginning at 8 a.m.; however, it actually began at 6 a.m.

5. The average age of the population at the Home has increased as a result of private, "for-profit" nursing homes increasingly refusing to accept older patients; and, legislation passed by the State giving county nursing homes more money to care for patients who are refused by other nursing facilities due to their general physical condition (T31-T32). One result of the increased age of the population in this home has been an increase in the number of patients suffering from incontinence (T132). This has resulted in an added burden upon the Home's laundry facility (T133-T134). This burden has led to a number of complaints, from both inside the facility and out, about the efficiency of the Home's laundry (T78, T135-T137; R-1-R-11). The County determined that the laundry was not functioning effectively in that the nursing staff was not getting clean laundry in a timely manner (T75-T76; T78). Previously, the County had increased staff and raised salaries to improve efficiency in the laundry (T76). However, when these measures did not appear to be accomplishing the desired result, the County devised and implemented the new three-shift system in an attempt to alleviate the problem that the 3 p.m. to 11 p.m. and 11 p.m. to 7 a.m. shift nurses claimed to be having with insufficient clean linen (T80; T86-T87; T90). As a result of the unilateral changes in shifts, Local 1085 filed a grievance (CP-1), and then filed the instant charge (C-1).

6. During the period in which Local 1085 and the County were negotiating the current contract, Local 1085 requested that the County list in the contract, all the various shifts of County employees in their respective departments with their starting times and stopping times (T23). However, the County declined on the basis that the request was too cumbersome; or, the parties otherwise could not agree whether and how to implement this proposal (T12-T125). Local 1085 ultimately withdrew this proposal (T124).

LEGAL ANALYSIS

Local 1085 asserts that the County changed a mandatorily negotiable term and condition of employment without first seeking to negotiate the change with the Local.

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

> [A] subject is negotiable between public employers and employees when (1) the item intimately and directly affects the work and welfare of public employees; (2) the subject has not been fully or partially preempted by statute or regulation; and (3) the negotiated agreement would not significantly interfere with the determination of governmental policy. To decide whether a negotiated agreement would significantly interfere with the determination of governmental policy, it is necessary to balance the interests of the public employees and the public employer. When the dominant concern is the government's managerial prerogative to determine policy, a subject may not be included in collective negotiations even though it may intimately affect employees' working conditions. [Id. at 403-404]

Here, shift times intimately and directly affect the work and welfare of the public employees. Secondly, there is no statutory or regulatory provision preempting this subject. There is some basis in the record to support the County's belief that the shift change would accomplish its objective of delivering better laundry services. Granted there may have been other ways for the County to achieve its goal;[5/] however, it should not be precluded from exercising its managerial prerogative to further a valid business interest. On balance, I believe this record supports the County's assertion of a business necessity for the shift changes. Thus, in response to the third part of the IFPTE, Local 195 Test, negotiating over the County's decision to implement a third shift would significantly interfere with the determination of governmental policy. But negotiating over the hours of the three shifts would not interfere with the County's right to decide that a third shift is necessary. Accordingly, the County's unilateral change from a two-shift to a three-shift schedule did not constitute a violation of the Act; however, its failure to negotiate over the hours for the

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5/ Local 1085 raised and partially established this possibility through its examination and cross-examination of certain witnesses; however, there is no provision in the IFPTE, Local 195 Test for finding alternatives to management's prerogatives.

shifts did violate the Act. Morris School District Board of Education, P.E.R.C. No. 88-60, 14 NJPER 110 (¶19040 1988).

In addition to its alleged legal right under IFPTE, Local 195, the County argues a contractual right to make the change. It asserts that under the 1987-88 collective bargaining agreement, it had the right to unilaterally change the shift times of the laundry workers at the Home. Accordingly, the County argues it did not have an obligation to negotiate with Local 1085 before implementing the three-shift schedule. In support of this argument, it relies upon several provisions of the 1987-88 contract.

First, the County asserts that the Management Rights provision from the 1987-88 contract (Article XXXIV) permits the change in schedule. This provision states:

> The County hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
>
> ...
>
> (b) To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required. [Emphasis added]

However, by its language this provision merely permits the County to decide the number of employees needed at any particular time. It

does not purport to expressly permit the employer to change a term and condition of employment without negotiations.

Second, the County asserts that Article V ("Hours of Work and Paydays"), Section 1, providing "[t]he current hours of work, including breaks and meal provisions, shall be maintained," permits the shift change. However, the interpretation urged by the County of this language is not what one would commonly expect the language to mean. The County argues that the language means that the current number of hours of work for employees will be maintained. The County further asserts that this language permits it to change shift schedules so long as it doesn't alter the current number of hours worked. However, since the word number does not appear in the language it is illogical to assume that that is what was meant. Instead, the most logical interpretation of this language is that both the current number of hours worked and the precise hours worked will be maintained in the absence of negotiations.

Even assuming the unilateral change in shift times and its impact on the affected employees to be non-negotiable, it would still be necessary to negotiate over any severable issues such as overtime payments, shift differentials, etc. City of Newark,[6/] P.E.R.C. No. 86-71, 12 NJPER 20 (¶17007 1985).

6/ Although Newark arises in a police context its holding, with regard to severable, negotiable subjects, would have full application here.

The record indicates that Local 1085 proposed that shift times be included in the contract; but, later withdrew that proposal. The County argues that the Local's raising and then subsequent withdrawal of the proposal following the County's rejection of it, supports the County's position in this proceeding. I do not agree. This negotiations proposal by the Local was simply that. Neither its introduction nor its subsequent withdrawal establishes that the Local agreed that unilateral shift changes would be appropriate under the contract. Nor does it establish that the contract itself would permit such unilateral changes absent negotiations.

The County asserts that Local 1085's withdrawal of this negotiations proposal constitutes a waiver. However, in order to find a waiver, it would be necessary to show that the Local clearly and unequivocally waived its right to negotiate. 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). Here, the record lacks sufficient evidence to conclude that Local 1085 intended to waive its right to negotiate over the County's shift changes at the Home. Drawing such a conclusion from the Local's introduction and eventual withdrawal of its proposal to list the shift times for all the various titles and departments covered by the contract between the County and Local 1085 would be too great a leap.

Third, the County argues that Article VII ("Fully-Bargained Clause"), lends support to its argument that no negotiation was necessary over the County's shift changes. However, although the fully bargained language would eliminate the need to negotiate items already negotiated during the contract term, it could not alleviate the need to negotiate prior to changing an existing term and condition of employment.

Finally, the County argues that it was not obligated to negotiate with the Local before implementing the shift changes because the shift changes were precipitated and required by a business necessity. That conclusion is wrong. Although the County had the right to determine that a third shift was necessary, it did not have the right to implement the third shift or change the hours of the first shift until it first negotiated over the hours of those shifts and over any compensation issues. Morris School District Bd. of Ed., supra; City of Newark, supra.

Thus, despite the finding of a valid business justification, the County still failed to negotiate with Local 1085 over such items as hours and compensation.

Based upon the above analysis, I make the following:

RECOMMENDED ORDER

I recommend that the Commission order:

A. That the County cease and desist from:

1. Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by the Act.

2. Refusing to negotiate in good faith with a majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit, particularly by failing to negotiate over shift hours, additional compensation, etc.

B. That the County take the following affirmative action:

1. Immediately negotiate with Local 1085--such negotiations to have retroactive application--all negotiable aspects of the intended shift change.

2. Return, upon demand, the hours of the first shift to 6 a.m. to 2 p.m.; and, negotiate any proposed change in hours along with any additional compensation or differential therfor.

3. Negotiate the hours for the third shift along with any additional compensation or diffential therefor. 7/

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.

7/ Based upon my finding of a business necessity for the third shift the hours of this shift should remain in place unless and until different hours are negotiated.

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

Marc F. Stuart
Hearing Examiner

Dated: August 8, 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 NOT interfere with, restrain or coerce our employees in the exercise of the rights guaranteed to them by the Act.

WE WILL NOT refuse to negotiate in good faith with a majority representative of our employees in an appropriate unit concerning terms and conditions of employment of employees in that unit, particularly by failing to negotiate over shift hours, additional compensation, etc.

WE WILL immediately negotiate with Local 1085--such negotiations to have retroactive application--all negotiable aspects of the intended shift change.

WE WILL return upon demand the hours of the first shift to 6 a.m. to 2 p.m.; and, negotiate any proposed change in hours along with any additional compensation or differential therefor.

WE WILL negotiate the hours for the third shift along with any additional compensation or differential therefor.

Docket No. CO-H-88-14 GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS
(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.