

P.E.R.C. NO. 88-136

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

UNION COUNTY COLLEGE,

Respondent,

-and-

Docket No. CO-H-87-279

UNION COUNTY CHAPTER, AMERICAN
ASSOCIATION OF UNIVERSITY PROFESSORS,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission dismisses a Complaint based on an unfair practice charge filed by Union County Chapter, American Association of University Professors against Union County College. The charge alleged that the College violated the New Jersey Employer-Employee Relations Act when it refused to comply with the Association's request for certain information. The Commission finds that the College supplied all relevant information to the Association.

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UNION COUNTY CHAPTER, AMERICAN
ASSOCIATION OF UNIVERSITY PROFESSORS,

Charging Party.

Appearances:

For the Charging Party, Reinhardt & Schachter, Esqs.
(Paul Schachter, of counsel)

For the Respondent, Yauch, Peterpaul, Clark & Vitolo, Esqs.
(Frank Peterpaul, of counsel)

DECISION AND ORDER

On March 23, 1987, the Union County Chapter of the American Association of University Professors ("AAUP") filed an unfair practice charge against Union County College ("College"). The charge alleges that the College 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 refused to

^{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."

comply with AAUP's request for this information: (1) the procedures used in recommending promotions; (2) the names and titles of persons involved in promotional determinations, and (3) the reasons employees were not promoted.

On May 18, 1987, a Complaint and Notice of Hearing issued.

On June 1, 1987, the College filed its Answer. It claims that the requested information was provided.

On July 9, 1987, the AAUP filed an amended charge. It alleges that the College violated subsection 5.4(a)(2) as well.^{2/}

On July 9, 1987, AAUP moved for summary judgment with supporting brief, affidavit and exhibits. The parties attempted to settle their dispute, but were unsuccessful. On September 14, the College filed a cross-motion for summary judgment with supporting brief and affidavit. It also opposed the union's motion. On September 29, the AAUP filed a reply.

The Chairman referred the motion and cross-motion to Hearing Examiner Susan A. Weinberg.

On December 16, 1987, the Hearing Examiner granted the AAUP's motion and denied the College's cross-motion. H.E. No. 88-26, 14 NJPER ____ (¶ ____ 1988). She concluded that the College violated its duty to supply information when it did not timely

^{2/} This subsection prohibits public employers, their representatives or agents from: "(2) Dominating or interfering with the formation, existence or administration of any employee organization."

supply the names and titles of persons involved in making promotions and did not adequately supply the AAUP with the reasons employees were denied promotions. However, she recommended that the amended charge be dismissed because the College's offer to provide information to the affected employee was part of a settlement proposal.

On January 11, 1988, after receiving an extension of time, the College filed exceptions. It disputes some findings of fact. It contends that it furnished the information requested, although not in the precise form demanded.

On February 11, 1988, AAUP filed exceptions. It also questions some findings of fact. In response to the College's exceptions, the AAUP denies that the College provided the requested information and notes that the College, while suggesting areas of improvement, did not give unsuccessful applicants the reasons they were not promoted. AAUP claims that, at arbitration, it needs to know the College's criteria so it can determine whether to argue that the College had insufficient evidence to make its decision. Further, it argues that the College's willingness to provide information to individuals does not satisfy its obligation to furnish information to the majority representative.

We have reviewed the record. The findings of fact are incomplete. As we recently reiterated, the duty to disclose information "turns upon the circumstances of the particular case."

State of New Jersey (Office of Employee Relations), P.E.R.C. No. 88-27, 13 NJPER 752, 754 (¶18284 1987), appeal pending App. Div. Dkt. No. A-_____ ("Office of Employee Relations"). We, therefore, find these facts.^{3/}

On June 26, 1986, the College's Vice-President for Academic Affairs advised certain faculty members that their applications for promotion for the next academic year were denied.

On July 3, 1986, AAUP filed a grievance. The grievance alleged the College violated Article XII(A)(9)(b) when "several faculty members who were recommended for promotion by the Peer Evaluation Committee but were denied same by the Administration were not given written reasons for said denial."

On July 17, 1986, the College responded. It stated that faculty members had been informed of the College's promotion decision and that, "We are currently in the process of communicating the reasons for the [College's] decision to each faculty member concerned and the Peer Evaluation Committee." The letter invites AAUP to meet with it in the event of questions.

On July 21, 1986, the College responded to unsuccessful applicants.^{4/} In part, the letter states:

To help you in setting future courses of action
let me suggest an area or areas to which you
might want to devote some attention in the future.

^{3/} There are no disputed material facts. Therefore, this case is ripe for summary judgment.

^{4/} We have been supplied with only one letter. Both parties agree, however, that this letter represents the College's response to the request for more information.

One of these is professional development related to the area in which you are teaching and another would be involvement in activities associated with program and curricular development related once again to those areas associated with your teaching responsibilities.

On September 10, 1986, AAUP requested the College to provide it with information about the promotion denials. AAUP requested this information within ten days:

1. Names of all applicants for promotion in 1985/1986.
2. Status of PEC disposition on each applicant.
3. Faculty Appeals committee dispositions, if any.
4. Copies of all letters sent by administration to all applicants.
5. Procedure used by administration in evaluating and deciding whether to promote or not, including the names of all individuals involved in participating in the decisions.
6. Specific criteria used in each applicant's case for granting or denying promotion.

On October 6, 1986, the College responded. It supplied AAUP with numerous documents and information. Specifically, it furnished the AAUP with a schedule of the faculty that had applied for promotion, the College's disposition of the applications, together with the results of the appeals process, copies of the denial letters, and procedures and criteria employed in recommending individuals for promotion.

On October 13, 1986, AAUP filed another grievance. It alleged the College violated the parties' contract when it did not

promote the unsuccessful applicants. As remedies, it sought: (1) retroactive promotions, (2) specific reasons in terms of contract criteria why the applicants were not promoted, and (3) assurances that the contract would be timely complied with in terms of notification and reasons for the denials.

On the same date, AAUP responded to the information supplied by the College. It stated that the information supplied "clarified" some questions. However, AAUP requested the following:

1. The names and titles of all persons involved in participating in the deliberations leading to the recommendations to the Board of Trustees on who should be promoted.
2. The specific reasons in terms of contract criteria for promotion not met in each individual case where promotion was denied by the Board.

On January 21, 1987, the College denied AAUP's grievance.

In part, the College said:

These individuals were informed in accordance with the provisions of the contract as to the specific areas that need to be addressed in order to qualify for future promotional consideration. That data was shared with you previously.

Therefore we do not agree that a violation of the contract occurred nor is there a basis for this grievance.

On February 17, 1987, AAUP demanded binding arbitration.

It contended the issue is "whether Union County College failed to follow proper procedures, pursuant to the Agreement, regulations and laws governing the College, in denying promotions...."

The College and AAUP are parties to a 107 page collective negotiations agreement effective September 1, 1984 to August 31, 1987.

Articles XII and XIII contain detailed provisions concerning evaluations of faculty members and procedures for faculty reappointments and promotions. Department decisions are to be by majority vote; only written evaluation materials can be considered. Article XII(A)(1)(d). Department recommendations are sent to the Peer Evaluation Committee. Article XII(A)(3). This committee is required to inform the candidate of its recommendation in writing, together with "the reasons, whether positive or negative, for the Committee's recommendations solely in terms of the criteria." Article XII(A)(5)(b). Favorable recommendations are then sent to the President and to the Academic Vice-President. Article XII(A)(8)(a). Article XII(A)(9)(b) provides that:

A copy of the Board's decision and the reasons for this decision, if the decision is contrary to the recommendation of the appropriate faculty committee, shall be sent to the Peer Evaluation Committee and to the faculty member concerned.

The grievances concern employees recommended by the Peer Evaluation Committee but not promoted.

An employer must supply information potentially relevant to a union in carrying out its statutory duties. Office of Employee Relations; State of New Jersey (Department of Higher Ed.), P.E.R.C. No. 87-149, 13 NJPER 504, 505 (¶18187 1987); Shrewsbury Bd. of Ed., P.E.R.C. No. 81-119, 7 NJPER 235 (¶12105 1981). We conclude that the College met its obligation. It immediately furnished most of the information requested. AAUP contended this was insufficient because two items were not supplied: (1) names and titles of those


involved in the promotion decision and (2) specific reasons why employees were not promoted. But the first item has now been supplied. That question is now moot and we need not decide whether that information was potentially relevant. The College has also responded to the union's second demand. We understand that AAUP deems this to be inadequate. But, there is a specific contract provision concerning furnishing a statement of reasons when an employee has been denied a promotion. Whether the College's response complies with that provision is a contractual matter for the arbitrator to determine. It is not our function, in the guise of deciding the employer's duty to supply certain information, to resolve this grievance's merits. Office of Employee Relations.

We also agree, in the absence of exceptions, that the Complaint's amendment should be dismissed.

ORDER

The Complaint is dismissed.

BY ORDER OF THE COMMISSION


James W. Mastriani
Chairman

Chairman Mastriani, Commissioners Bertolino, Johnson, Reid, Smith and Wenzler voted in favor of this decision. None opposed.

DATED: Trenton, New Jersey
June 23, 1988
ISSUED: June 24, 1988

H.E. NO. 88-26

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

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Docket No. CO-H-87-279

UNION COUNTY CHAPTER, AMERICAN ASSOCIATION
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Charging Party.

SYNOPSIS

A Hearing Examiner grants the Association's Motion for Summary Judgment and denies the College's Cross Motion for Summary Judgment. The Hearing Examiner recommends that the Commission find the College violated N.J.S.A. 34:13A-5.4(a)(5) and, derivatively, (a)(1), when it failed to provide the Association with relevant information requested for the processing of grievances. The Hearing Examiner further recommends that the Commission refuse to amend the Complaint with an additional (a)(2) allegation because the action which was the subject of that allegation was taken without prejudice as part of a settlement proposal.

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Appearances:

For the Charging Party,
Reinhardt & Schachter, Esqs.
(Paul Schachter, of counsel)

For the Respondent,
Yauch, Peterpaul, Clark and Vitolo, Esqs.
(Frank Peterpaul, of counsel)

DECISION ON MOTION AND
CROSS MOTION FOR SUMMARY JUDGMENT

On March 23, 1987, the Union County College Chapter, American Association of University Professors ("AAUP" or "Union") filed an Unfair Practice Charge with the Public Employment Relations Commission ("Commission") alleging that Union County College ("College") 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/} by failing and refusing to provide certain requested information for the processing of grievances.

On May 1, 1987, an exploratory conference was held with a Commission staff agent. On May 6, 1987, pursuant to settlement discussions held at the conference, the College offered to meet with the aggrieved employees (accompanied by a Union representative if they so desired) in order to provide the requested information. This offer was conditioned on the presence of the individual employee, and was made without prejudice.

On May 18, 1987, a Complaint and Notice of Hearing was issued and the matter was assigned to me for hearing. Hearing dates were scheduled for July 13 and 14, 1987.

On May 27, 1987, the College filed an Answer to the Complaint. It denied it failed and refused to provide the AAUP with the requested information, stating such information had been provided.

^{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."

On July 9, 1987, the AAUP filed an amended charge alleging the College additionally violated subsection 5.4(a)(2)^{2/} of the Act by interfering with the administration of an employee organization through its insistence that the employee be present when information was released, and in its refusal to divulge information directly to the Union representative.

Also on July 9, 1987, the AAUP filed a Motion for Summary Judgment with a supporting brief. The Union argues, there being no genuine issues of material fact in dispute, that it is entitled to a judgment in its favor as a matter of law.

On July 10, 1987, I held a pre-hearing conference. After lengthy discussions, a tentative agreement was reached, pending ratification by both parties. By letter dated July 20, 1987, Counsel for the College forwarded a signed, typed copy of the agreement to Counsel for the AAUP. By letter dated August 3, 1987, Counsel for the AAUP informed both the College and myself that the AAUP refused to ratify the settlement proposal.

On September 14, 1987, the College filed its brief in opposition to the Union's Motion for Summary Judgment and in support of its Cross-Motion for Summary Judgment. Therein the College objected to the consideration of the amended charge. On September 29, the AAUP filed a Reply Brief.

^{2/} This subsection prohibit public employers, their representatives or agents from: "(2) Dominating or interfering with the formation, existence or administration of any employee organization."

Pursuant to N.J.A.C. 19:14-4.8(a), the Chairman of the Commission referred the Motion and Cross-Motion for Summary Judgment to me for determination.

In accordance with N.J.A.C. 19:14-4.8(d) and Judson v. Peoples Bank and Trust, 17 N.J. 67 (1954), a Motion for Summary Judgment may be considered if it appears from the pleadings, together with the briefs, affidavits and other documents filed, that there exists no genuine issue of material fact. Accordingly, based on the record before me, and having found no dispute between the parties as to the facts, I set forth the following:

UNDISPUTED FINDINGS OF FACT

1. The relevant collective negotiations agreement between the parties sets forth a detailed procedure for obtaining promotions. Pursuant thereto, in the fall of 1985, the faculty members involved herein submitted letter requests for promotions. After completion of the lower levels of review, favorable recommendations were issued by the Peer Evaluation Committee (PEC). Thereafter, the PEC evaluations and recommendations were submitted to the President and Academic Vice President, and then to the Board of Trustees for final determination.

2. By letter dated June 26, 1986, Leonard T. Kreisman, Vice President for Academic Affairs, informed the promotion applicants of the College's decisions. Those that were denied promotions were given no reasons.

3. By letter dated July 3, 1986, Bohdan Lukaschewsky, Vice President and Grievance Chairman of the Union, notified Dr. Derek Nunney, President of Union County College, that the College was in violation of the collective negotiations agreement, specifically the provisions regarding promotion criteria, for failing to provide reasons to those faculty members who were denied promotions.

4. On July 21, 1986, a second letter was sent to the affected faculty by Kreisman. One of those letters, to Professor Lukaschewsky, stated in its entirety as follows:

This letter serves to further clarify my earlier letter to you about your request for promotion, which has not been supported at this time.

To help you in setting future courses of action let me suggest an area or areas to which you might want to devote some attention in the future.

One of these is professional development related to the area in which you are teaching and another would be involvement in activities associated with program and curricular development related once again to those areas associated with your teaching responsibilities.

If you wish to discuss this in more detail, I am available for that purpose.

5. On October 13, 1986, Lukaschewsky filed a grievance on behalf of 14 faculty members who were similarly denied promotions. The grievance contested the denials as being in violation of the criteria established by the collective negotiations agreement, as well as past practice. The Union simultaneously requested in writing the following information from the College in order to process the grievances:

- A. The names and titles of all persons involved in participating in the deliberations leading to the recommendations to the Board of Trustees on who shall be promoted.
- B. The specific reasons in terms of contract criteria for promotion not met in each individual case where promotion was denied by the Board.

On January 21, 1987, Charles Buda, Vice President for Financial Affairs, denied the grievance. On February 17, 1987, the Union requested the matter be sent to arbitration. Due to the intervening unfair practice charge, no arbitration has been held.

6. To date, no further information regarding the reasons for promotion denials has been forwarded to the AAUP. However, the names and titles of all persons involved in the promotion recommendation decisions were sent to the Union with the proposed settlement agreement on July 20, 1987.

ANALYSIS

(A)(1) and (5) Charges

It is well settled that an employer's duty to negotiate includes the duty to provide relevant information to a union for the proper performance of its majority representative duties. NLRB v. Truitt Mfg. Co, 351 U.S. 149, 38 LRRM 2042 (1956)(Truitt).^{3/} This

^{3/} The experience and adjudications of the NLRB can be used as a guide for public sector determinations. Lullo v. Int'l Assn. of Firefighters, Lo. 1066, 55 N.J. 409 (1970).

extends to providing information required for the processing of grievances. Shrewsbury Bd. of Ed., P.E.R.C. No. 81-119, 7 NJPER 235 (¶12105 1981); NLRB v. Acme Indust. Co., 385 U.S. 432, 64 LRRM 2069 (1967). However, the bare assertion by a union that it needs information to process a grievance does not automatically obligate the employer to supply all the information in the precise manner requested. Rather, the duty turns on the circumstances of each particular case, Truitt, Salt River Valley Water Users Assn., 272 NLRB No. 53, 117 LRRM 1295 (1984).

In the instant case, there are three factors which must be considered in determining whether either party is entitled to judgment as a matter of law. The threshold issue concerns the arbitrability of the matter grieved. If arbitrable, it must then be determined whether the information requested is at minimum, potentially relevant to the pending grievance. Finally, consideration must be given to the employer's defense that the information was, in fact, supplied in a reasonable manner.

The heart of this dispute centers on grievances filed by the AAUP on behalf of its members challenging their promotion denials as being in violation of the procedure set forth in the collective negotiations agreement. That agreement, specifically Article XXXIV C.4f, states as follows:

Grievances relating to...promotion are not arbitrable; however a claimed violation of the procedural process prescribed in this Agreement may be arbitrated. (emphasis supplied)

Further, with regard to promotion decisions, the agreement states:

A copy of the Board's decision and the reasons for this decision, if the decision is contrary to the recommendation of the appropriate faculty committee, shall be sent to the Peer Evaluation Committee and to the faculty member concerned. (Article XII A,9 b)(emphasis supplied)

The negotiability and arbitrability of promotion procedures is well settled. Snitow v. Rutgers University, 103 N.J. 116 (1986); Bethlehem Tp. Bd. of Ed., 91 N.J. 38 (1982); State v. State Supervisory Assn., 78 N.J. 58 (1978); State v. State Troopers NCO Assn., 179 N.J. Super 80, (App. Div. 1981)(State Troopers). In State Troopers, the Appellate Division held negotiable a contract proposal which permitted candidates for promotion to truly know the basis upon which they were evaluated. Therein the Court stated:

Without being aware of what is expected of them for promotion and the weight to be given to each criterion, they will be unable to prepare and conduct themselves accordingly and will not be in a position to understand how the promotional decision was made. The Division's desire to have the freedom to use a more generalized approach, predicated on overall judgmental evaluation of the individual's qualifications under basic criteria, does not satisfy that reasonable need of the employees.
(179 N.J. Super at 91)

Accordingly, in the present case, I find that the AAUP's grievance challenging the College's failure to follow the correct procedure in making certain promotion denials is arbitrable. Thus, the Union's request for information relative to the processing of these grievances may be considered.

The AAUP made two information requests. It sought the names and titles of all persons involved in the promotion decisions,^{4/} and the specific reasons, in terms of contract criteria not met, for the denials. I find both these requests to be, at minimum, potentially relevant to the grievance in question.

In order to investigate whether the contractual promotion criteria and procedure were properly followed, the Union is entitled to know the names of the persons involved. This is relevant to a grievance challenging the implementation of those procedures. Further, with regard to the specific reasons for each promotion denial, this information, too, is relevant. The basis of this dispute is whether the procedures for promotion were followed. Those procedures include consideration of specific promotion criteria and the obligation to furnish each faculty member with reasons for his or her denial. Therefore, an information request involving the specific reasons for denial would be relevant to a grievance challenging such procedures.

I now turn to the College's defense that it provided the Union with the requested information. The College argues that the letters sent to individual faculty members "suggesting" areas to which that individual "might want to devote some attention in the

^{4/} It should be noted that this information was forwarded to the Union on July 20, 1987. However, because the information was not provided when requested, thereby delaying the arbitration, this part of the charge was not withdrawn. Accordingly, it is not moot and will be considered.

future", together with an offer to "discuss this in more detail", was sufficient to answer the Union's information request. I disagree. The advice given in these letters for possible future courses of action does not provide concrete reasons for a promotion denial. Broad, generalized statements about what one "might" want to do in the future simply does not explain, in terms of the specific criteria set forth in the contract, what prior conduct was unsatisfactory and why the promotion was not given. Contrary to the College's argument that this is the requested information in another form, I find that no reasons, in terms of contract criteria for promotion not met, were ever forwarded to the AAUP. Accordingly, based on the College's duty to provide such information and its relevancy to the processing of the grievance, I conclude that the College violated subsections (a)(1) and (5) of the Act by not providing the AAUP with this information.^{5/}

(A)(2) Charge

N.J.A.C. 19:14-2.2 provides that the Hearing Examiner has the discretion to amend a Complaint previously issued by the Director of Unfair Practices to conform to the allegations set forth in an amended charge. The standard to be applied for amending the Complaint is the same as for the decision on Complaint issuance.

^{5/} I also find a technical violation in the College's initial refusal to provide the Union with the names and titles of those persons involved in the promotion decisions.

Standing alone, the new allegations in the amended charge must appear, if true, to constitute unfair practices on the part of the respondent. Further, it must appear that formal proceedings in respect thereto should be instituted in order to afford the parties an opportunity to litigate relevant legal and factual issues.

N.J.A.C. 19:14-2.1

In the instant case, the AAUP filed an amended charge alleging that the College interfered with the administration of an employee organization by refusing to provide information directly to the majority representative without the presence of the affected employee. It is undisputed that this charge was filed in direct response to an offer to meet with the employees (accompanied by a representative if desired) made by the College pursuant to settlement discussions in connection with this case. Based on the manner in which this action arose, I decline to amend the Complaint.

The offer to meet with the individual employees in the company of a Union representative was clearly and specifically made "without prejudice and with the anticipation that the pending unfair practice charge [would] be withdrawn or dismissed." It is the purpose of this Commission and public policy in general, to foster settlement discussions and agreements between public employers and their employees or majority representatives involved in labor disputes. If parties were held to every word said or every action taken in the course of settlement discussions, all meaningful conciliatory dialogue would end, and litigation would never again be

avoided by achieving a settlement. Here, the offer made in the letter from the College's counsel was specifically made without prejudice. That means this action, taken solely in the spirit of settlement, should not be held to the College's detriment. Accordingly, I find that such an action, taken pursuant to a settlement offer, does not rise to the level of a complaintable allegation and thus should be dismissed.

CONCLUSIONS

1. Having found no genuine issue of material fact in dispute, I conclude that the AAUP's MOTION for Summary Judgment should be GRANTED and the College's Cross Motion for Summary Judgment should be DENIED. I find that, as a matter of law, the College violated N.J.S.A. 34:13A-5.4(a)(5) and, derivatively, (a)(1) when it failed to provide the AAUP with relevant information requested for the processing of grievances.

2. I decline to amend the Complaint with the additional N.J.S.A. 34:13A-5.4(a)(2) allegation and conclude that this charge should be dismissed.

RECOMMENDED ORDER

I recommend that the Commission ORDER the Union County College to:

A. Cease and Desist From:

1. Interfering with, restraining or coercing its employees in the exercise of the rights guaranteed to them by the Act, specifically by refusing to provide the AAUP with certain requested information relevant to the processing of members' grievances.

2. Refusing to negotiate in good faith with the AAUP, specifically by breaching its duty to provide the Union with certain requested information relevant to the processing of grievances.

B. Take the following affirmative action:

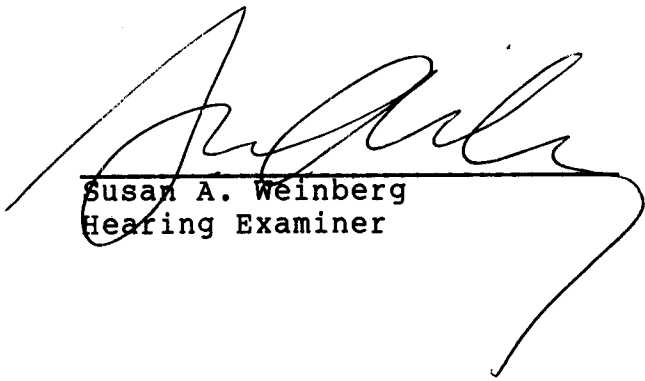
1. Immediately provide the AAUP with the specific reasons, in terms of contract criteria for promotion not met, for each of the bargaining unit members listed in the October 13, 1986 grievance.

2. In the future, negotiate in good faith with the majority representative by promptly providing all relevant requested information in connection with the processing of grievances.

3. Post in all places where notices to employees are customarily posted, copies of the attached notice marked as Appendix "A". Copies of such notices, on forms to be provided by the Commission, shall be posted immediately upon receipt thereof, and, after being signed by the Respondent's authorized representatives, shall be maintained for a period of at least sixty (60) consecutive days. Reasonable steps shall be taken by the Respondent to ensure

that such notices are not altered, defaced or covered by other material.

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



Susan A. Weinberg
Hearing Examiner

Dated: December 16, 1987
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, specifically by refusing to provide the AAUP with certain requested information relevant to the processing of members' grievances.

WE WILL NOT refuse to negotiate in good faith with the AAUP, specifically by breaching our duty to provide the Union with certain requested information relevant to the processing of grievances.

WE WILL immediately provide the AAUP with the specific reasons, in terms of contract criteria for promotion not met, for each of the bargaining unit members listed in the October 13, 1986 grievance.

WE WILL in the future, negotiate in good faith with the majority representative by promptly providing all relevant requested information in connection with the processing of grievances.

Docket No. CO-H-87-279

UNION COUNTY COLLEGE

(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.