

I.R. NO. 2021-18

STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF PATERSON,

Respondent,

-and-

Docket No. CO-2021-101

PATERSON POLICE PBA LOCAL 1
AND PATERSON POLICE PBA LOCAL 1
SUPERIOR OFFICERS ASSOCIATION,

Charging Parties.

SYNOPSIS

A Commission Designee grants an application for interim relief filed by the Paterson Police PBA Local 1 and Paterson Police PBA Local 1 Superior Officers Association (Charging Parties), alleging that the City of Paterson (City) violated the New Jersey Employer-Employee Relations Act, specifically N.J.S.A. 34:13A-5.4a (1), (2) and (5), when its Police Chief, who was a member of the City's negotiations team, violated the Act by holding captive audience meetings with, and in buttonholing, rank and file and superior police officers represented by the Charging Parties for purposes of direct dealing with the police officers represented by the Charging Parties; questioning them as to their attendance at union meetings, and as to what was said at union meetings concerning his conduct; challenging statements made by officers of the Charging Parties to their members during membership meetings about what he said during current collective negotiation sessions; and accusing officers of the Charging Parties of lying to their membership about the positions expressed by him on behalf of the City during collective negotiations. As part of the Order to Show Cause, the Designee issued temporary restraints.

The Designee determined that the Charging Parties had established a substantial likelihood of prevailing in a final Commission decision and that irreparable harm would occur. The Designee Ordered that the temporary restraints remain in effect pending the disposition of the matter. The unfair practice charge was transferred to the Director of Unfair Practices for further processing.

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Appearances:

For the Respondent,
Adams Guttierrez & Lattiboudere, LLC , attorneys
(Derly M. Guttierrez, of counsel)

For the Charging Parties,
Shaw Perelson Nay & Labmert
(Mark C. Rushfield, of counsel)

INTERLOCUTORY DECISION

The Paterson Police PBA Local 1 and Paterson Police PBA Local 1 Superior Officers Association (PBA, SOA or Charging Parties) filed an unfair practice charge accompanied by a request for interim relief seeking temporary restraints on November 18, 2020. The charge alleges that the City of Paterson (City) violated the New Jersey Employer-Employee Relations Act (Act), specifically N.J.S.A. 34:13A-5.4a (1), (2) and (5),^{1/} when City's

^{1/} These provisions prohibit public employers, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the
(continued...)"

Chief of Police, Ibrahim Michael Baycora (Baycora), a member of the negotiations committee for the City in the joint PBA and SOA October 27, 2020 contract negotiation session, has engaged in holding captive audience meetings with, and in pigeonholing/buttonholing, rank and file and superior police officers represented by the Charging Parties for purposes of direct dealing with the police officers represented by the Charging Parties; questioning them as to their attendance at union meetings, and as to what was said at union meetings concerning his (Baycora's) conduct; challenging statements made by officers of the Charging Parties to their members during membership meetings about what he (Baycora) said during current collective negotiation sessions; and accusing officers of the Charging Parties of lying to their membership about the positions expressed by him (Baycora) on behalf of the City during collective negotiations.

The PBA represents all rank and file police officers in the City and the SOA represents all superior officers in the City - in the ranks of Sergeant, Lieutenant, Captain and Deputy Chief.

1/ (...continued)
rights guaranteed to them by this act"; (2) Dominating or interfering with the formation, existence or administration of any employee organization; and "(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."

The most recent collective negotiations agreements (CNAs) between the parties expired on July 31, 2019.

The Charging Parties request the following relief:

An Order directing the City of Paterson and particularly its Chief of Police, Ibrahim Michael Baycora, to cease addressing the rank and file and superior police officers represented by the PBA and SOA with regard to either their terms and conditions of employment, subjects of negotiation between the City and the PBA and SOA, internal union matters of the PBA or SOA, and/or from making critical and disparaging remarks to such rank and file or superior officers about either the PBA or SOA or its representatives, including, but not limited to, the Presidents of the PBA and SOA.

The Charging Parties submitted a brief and the following certifications from five members of the Charging Parties: Michael Sisco (Sisco), Police Officer for the City (dated November 16, 2020); Alex Cruz (Cruz), President of the PBA and a Police Officer for the City (dated November 17, 2020) along with Exh. A, an email from James Mets, Esq. regarding what transpired at the October 27, 2020 negotiation session; Shawn McIvor (McIvor), Captain for the City (dated November 17, 2020); Scott Eason (Eason), Captain for the City and Financial Secretary for the SOA (dated November 13, 2020); Mason Maher III (Maher), President of the SOA and a Lieutenant for the City, along with the same Exh. A as submitted by Cruz (dated November 17, 2020).

On November 20, 2020, I issued an Order to Show Cause with Temporary Restraints with an initial return date via telephone

conference call for December 3rd, however that date was changed based on the request from the City, with the consent of the Charging Parties, and the return date was set for December 21st.^{2/}

The temporary restraints in the Order set forth the following:

ORDERED that until further notice of the Commission, its designee or the Chairman, the Respondent City and its administrators, including its Chief of Police, is hereby restrained and enjoined from (1) communicating with rank and file and superior police officers, other than the Presidents of the Charging Parties or during collective negotiations (a) concerning the terms and conditions of employment of rank and file or superior police officers employed by the City's Police Department, including concerning the current collective negotiations between the City and the Charging Parties (b) referring to the Charging Parties or any of their union officers in a derogatory manner and (c) concerning the union activities of any rank and file or superior police officer, including but not limited to inquiring as to who attended union meetings of the Charging Parties or as to what was expressed at such meetings.

In response to the Charging Parties' application, the City filed a brief and a certification from Baycora (dated December 15, 2020).

^{2/} The City did not move for dissolution or modification of the temporary restraints on two days' notice or on such other notice as may be ordered as set forth in the Order. See N.J.A.C. 19:14-9.2(g).

The Charging Parties filed a reply brief along with a second certification from Maher (dated December 17, 2020).

FINDINGS OF FACT

Baycora attended the October 27, 2020 joint negotiations session on with the PBA and SOA as a member of the City's negotiating team. (Baycora cert., para. 7; Eason cert., para. 3; Cruz cert., para. 3 and Exh. A; Maher cert., para. 3).

Eason certifies that he attended the negotiations session held on October 27, 2020 remotely:

At that session, City negotiation team leader Vaughn McKoy asked Chief Baycora, as a member of the City's negotiation team, to address his concerns with the collective negotiation agreements between the City and the PBA and SOA. Chief Baycora thereupon expressed the following comments and assertions on behalf of the City:

a. Chief Baycora stated that PBA and SOA attorney Mark Rushfield uses the fact that the PBA and SOA and the City are currently in collective negotiations as a tactic because it plays well at PERC.

b. Chief Baycora stated that the assignments of the PBA and SOA presidents must be clarified and that their entitlements to flexible hours places them in the position of being in "dereliction of duty."^{3/}

c. Chief Baycora stated that he wanted "past practice" eliminated from the collective negotiations agreements because it

^{3/} This issue was addressed in City of Paterson, I.R. No. 2021-6, 47 NJPER 157 (¶36 2020), where temporary restraints were ordered and remained in effect after the return date pending the final disposition of the unfair practice charge (CO-2021-038).

is expensive to litigate contract actions brought by the PBA and SOA under past practices and used as specific examples successful grievances that had been filed by the PBA and SOA against the efforts of Chief Baycora to unilaterally change the hours of work of the Police Department's Emergency Response Team and Traffic Division.

d. Chief Baycora complained that because of the past practice clause in the collective negotiations agreements, he cannot unilaterally change the work hours of any division of the Police Department or of the PBA and SOA presidents and that makes those collective negotiation agreements "not equal."

e. Chief Baycora complained that the sick leave policy of the Police Department as established through the PBA and SOA collective negotiations agreements was too liberal in providing for unlimited sick time and whether or not any such leave should be granted should be at the discretion of the Chief of Police.

[Eason cert., para. 3].

There was a joint membership meeting of the PBA and SOA on November 9, 2020. (Baycora cert., para. 10; Eason cert., para. 4; Cruz cert., para. 3; Maher cert., para. 3).

Baycora certifies the following regarding the November 9th joint membership meeting:

I became aware that the PBA and SOA had a meeting on November 9, 2020. While I was not in attendance at the meeting, I learned that my statements at the negotiations session were a topic of conversation at that meeting and that my statements were not communicated to the members accurately.

Following that November 9th meeting, I learned that my statements at the negotiations session were being misrepresented to rank and file and superior officers.

Since I believed my statements were being misrepresented, I wanted to clarify what I had said in the negotiations session.

[Baycora cert., para 10-12].

On November 10th Baycora visited a roll call meeting that Eason was conducting:

On November 10, 2020, after the early Roll Call meeting for A Platoon, Squad 3 had been convened, Chief of Police Ibrahim Michael Baycora ("Chief Baycora") entered the meeting and, stating that he wanted to address the rank and file only and asked all superior officers present at the meeting (i.e., myself, one lieutenant and two sergeants) to leave the room. This was an extraordinary request and I considered it to undermine my authority as commander of A Platoon, Squad 3, but the other 3 superior officers and myself honored the request as one made by our superior in the chain of command and left the room.

[Eason cert., para. 6].

Sisco was in attendance at this roll call meeting and certifies the following:

On November 10, 2020, I attended the A-Platoon Squad 3 Early Roll Call meeting, under the command of Capt. Scott Eason. After the meeting had been convened, Chief of Police Ibrahim Michael Baycora ("Chief Baycora") entered the meeting, asked all superior officers in attendance (i.e., one lieutenant, 2 sergeants and Capt. Eason) to leave and stated that he was going to address

the rank and file police officers at the Roll Call meeting.

After the superior officers had left the meeting, there were approximately 10 rank and file police officers remaining in attendance, including myself. At that point, Chief Baycora said that he had heard there was a meeting the day before, that it had gotten back to him that he was a topic at the meeting and that he wanted to "clear the air." He thereupon told us that he had been invited to sit in at the collective negotiations session held with the PBA and that, despite what we may have heard, our "benefits" were safe and that he was not "touching them." He also said that the 4 and 4 work schedule was not being touched and told us that he had had input with regard to the Department's sick leave policy; that he believed it was being abused and that that angered him.

Chief Baycora went on to tell us that we were all "eating well" under him; that there were more "PBA jobs" (i.e., off duty jobs under a program administered by the City through the Chief's Office), including more off duty jobs involving security at construction sites and more overtime available under the City's EPI (i.e., Extra Patrol Initiative) and Quality of Life programs because he was allowing those programs to continue and grow.

Chief Baycora also commented about disciplinary matters, stating that there are some officers who should be fired, forced to leave or subjected to heavy discipline, but he had not pushed for such actions to be taken. He particularly mentioned by name a female police officer as to whom he claimed he had gotten her job back for her; that she should have paid a heavy price, but due to his own good graces, her job had been saved by him.

[Sisco cert., para. 2-5].

Eason certifies that Baycora also attended the roll call meeting on the next day:

On the following day, November 11, 2020, Chief Baycora came into the late Roll Call meeting for A Platoon, Squad 3. On this occasion, he did not ask me and the other superior officers in attendance to leave and advised me that he would address the attendees. He thereupon commenced his address to the rank and file and superior officers in attendance by asking who had attended the PBA meeting held that prior Monday (i.e., the joint PBA and SOA meeting held on November 9, 2020). As one rank and file police officer raised his hand, I interrupted Chief Baycora and requested that he exit the Roll Call room with me, which he agreed to do. After we left the Roll Call room, I advised Chief Baycora that his inquiry as to which rank and file police officers had attended the PBA meeting was an inappropriate inquiry relating to union business and that he should not be asking such questions.

After we returned to the Roll Call room, Chief Baycora advised all the rank and file and superior officers in attendance at this November 11, 2020 late Roll Call meeting that he knew he was a topic of the PBA meeting held on November 9, 2020, that the Union was lying about him and that things that were said at the PBA meeting concerning what he had said at the October 27, 2020 collective negotiations session in terms of what he was trying to take away from police officers were not true.

Contrary to what he had said during the October 27, 2020 collective negotiation session which I had remotely attended, Chief Baycora then stated that he was not seeking through the current collective negotiations to establish a right to alter the work schedule (known as the 4:4 schedule) that police officers work or to take away the

unlimited sick time benefit available to police officers, although he asserted that [the] sick leave benefit was being abused and was unfair to hard working officers. After acknowledging that he represents management, Chief Baycora then complained of "past practices," and stated to the officers in attendance that "past practices" were improperly hindering his ability to effectively manage the Police Department, to the detriment of the City and the officers of the Police Department.

Chief Baycora then told the police officers in attendance at this November 11, 2020 late Roll Call meeting that if they had any questions about anything he had spoken about, after clearing it through the chain of command, they were invited to meet with him privately.

[Eason cert., para. 7-10].

Baycora certifies regarding the first two roll call meetings:

On November 10th and 11th 2020, I visited some roll calls and divisions at which times I communicated and clarified my opinions expressed in the negotiations session.

Based on what I was told, there was clearly a breakdown in communications from what was stated at the negotiations session and what was communicated by the Charging Parties to the entire membership. As such, I had a legitimate and substantial business reason for my clarifying communications.

[Baycora cert., para. 13-14].^{4/}

^{4/} Both the Cruz and the first Maher certifications have similar paragraphs that describe how they were alerted on November 11, 2020 by police officers, who requested anonymity, that Baycora was approaching them, speaking to
(continued...)

McIvor certifies that Baycora next attended the morning roll call meeting on November 12th that he was conducting:

On November 12, 2020, during that morning's Roll Call meeting, after it had been convened, Chief of Police Ibrahim Michael Baycora ("Chief Baycora") entered the meeting and stated that he was going to address the officers at the Roll Call meeting. He thereupon spoke to all the officers in attendance.

Apparently referring to statements made at a PBA and SOA membership meeting held the prior Monday evening concerning statements there attributed to Chief Baycora as being made during the last collective negotiation agreement bargaining session with the PBA and SOA, Chief Baycora told the officers of A Platoon, Squads 1 and 2 that it was untrue that he had said that he wanted to take away any of their benefits. He also said that while he is a member of management and is looking to do what is right for the City of Paterson, he was also looking out for the officers of the Police Department.

Implying that the PBA/SOA was not looking out for all the officers of the Police Department, Chief Baycora then stated that "everybody is eating well," that the new officers are getting more overtime jobs and that there is a lot of side work for the new officers because it was he who had "fixed it." He further stated in the same context that it was not his "fault" that Paterson police officers made less money than those in

4/ (...continued)
them privately under circumstances in which they did not feel they could separate themselves from Baycora. Both certifications contain statements that Baycora allegedly stated to these officers. None of these officers provided certifications in this application, and as a result, I am not relying on these hearsay statements as part of this decision. (Cruz cert., and first Maher cert., para. 4-6).

Bergen County or that there was a 14 step process for new officers (i.e., those hired after August 1, 2016), as opposed to more senior officers, to reach top pay; that new officers clearly get less longevity pay than more senior officers such as he, who gets a 20% longevity boost, but that he "didn't do that." It was absolutely apparent to me that in making these statements, Chief Baycora was attempting to convince rank and file police officers of A Platoon, Squads 1 and 2, particularly the younger officers hired after August 1, 2016, that the PBA, which represents them as their collective negotiations representative in the current negotiations for the new PBA collective negotiations agreement, could not be relied upon to protect their interests in those negotiations, but that, instead, Chief Baycora was doing so.

[McIvor cert., para. 3-5].

Baycora certifies the following with respect to his communications at the roll call meetings:

At no time in any of those communications did any of my statements constitute a threat of reprisal or force or a promise of benefits.

At no time in any of those communications did any of my statements suggest that the City refused to negotiate in good faith.

At no time in any of those communications did any of my statements suggest that the City lacked a desire to reach a successor agreement.

At no time in any of those communications did any of my statements interfere with the existence or administration of the PBA or SOA.

Contrary to the assertions in paragraph 15 of Attachment A to the Unfair Practice Charge, I never advised the police officers that there

are officers that should be fired or subjected to heavier discipline.

Contrary to the assertions in paragraph 17 of Attachment A to the Unfair Practice Charge, I never advised the rank and file and superior officers that I wanted to end detective pay.

Contrary to the assertions in paragraph 18 of Attachment A to the Unfair Practice Charge, I never advised the attendees that the Union was lying.

Contrary to the assertions in paragraph 22 of Attachment A to the Unfair Practice Charge, I never stated or implied that the PBA/SOA was not looking out for all the officers of the Police Department.

Contrary to the assertions in paragraph 23 of Attachment A to the Unfair Practice Charge, I never made claims that the PBA had not fairly represented newer hires.

[Baycora cert., para 15-23].

Maher's second certification sets forth the number of personnel and the chain of command for the City's Police Department:

The [City's] Police Department is one of the largest in the State of New Jersey, currently comprised of 305 rank and file police officers, 62 sergeants, 32 lieutenants, 11 captains, 2 deputy chiefs and the Chief of Police, Chief Baycora.

As a paramilitary organization, the [City's] Police Department strictly adheres to a chain of command running from the Chief, then down to the Deputy Chiefs, then down to the Captains, then down to the Lieutenants, then down to the Sergeants and finally down to rank and file police officers. Under this chain of command, orders and directions that emanate from the Chief proceed down that

chain of command to the eventual lower-level superior officer(s) or rank and file police officer(s) and issues raised or questions presented at lower levels of the chain of command rise up that chain of command inversely the same way. The only standard exception to the strict chain of command is that squad Roll Calls, which involve rank and file police officers and superior officers on a squad, are performed by either a captain or lieutenant.

While in rare circumstances a superior officer might skip one level of the chain of command, e.g., a lieutenant issuing a directive to a rank and file officer, it is inconsistent with the Police Department's practice under the chain of command and virtually unheard of for the Chief to skip levels of the chain of command rather than communicating through the Deputy Chiefs with regard to police business.

[Maher second cert., 3-5].

ANALYSIS

To obtain interim relief, the moving party must demonstrate both that it has a substantial likelihood of prevailing in a final Commission decision on its legal and factual allegations^{5/} and that irreparable harm will occur if the requested relief is not granted. Further, the public interest must not be injured by an interim relief order and the relative hardship to the parties in granting or denying relief must be considered. Crowe v. De Gioia, 90 N.J. 126, 132-134 (1982); Whitmyer Bros., Inc. v. Doyle, 58 N.J. 25, 35 (1971); Burlington Cty., P.E.R.C. No.

^{5/} All material facts must not be controverted in order for the moving party to have a substantial likelihood of success before the Commission. Crowe at 133.

2010-33, 35 NJPER 428 (¶139 2009), citing Ispahani v. Allied Domecq Retailing United States, 320 N.J. Super. 494 (App. Div. 1999) (federal court requirement of showing a substantial likelihood of success on the merits is similar to Crowe); State of New Jersey (Stockton State College), P.E.R.C. No. 76-6, 1 NJPER 41 (1975); Little Egg Harbor Tp., P.E.R.C. No. 94, 1 NJPER 37 (1975). In Little Egg Harbor Tp., the designee stated:

[T]he undersigned is most cognizant of and sensitive to the extraordinary nature of the remedy sought to be invoked and the limited circumstances under which its invocation is necessary and appropriate. The Commission's exclusive remedial powers, normally intended to be exercised subsequent to a plenary hearing, will not be called into play for interim relief in advance of such hearing except in the most clear and compelling circumstances.

N.J.S.A. 34:13A-5.3 provides that the majority representative shall be the exclusive representative of all employees in the negotiations unit concerning terms and conditions of employment. Our Supreme Court has upheld exclusive representation as the cornerstone of the Employer-Employee Relations Act. See D'Arrigo v. N.J. State Board of Mediation, 119 N.J. 74, 78 (1990); Lullo v. Int'l Assn. of Fire Fighters, Local 1066, 55 N.J. 409 (1970).

The Commission has held that direct dealing by employers with employees that are represented by a majority representative can constitute a violation of the Act. See Hillsboro Bd. of Ed.,

P.E.R.C. No. 2005-54, 31 NJPER 99 (¶43 2005), app. disp., Hillsborough Bd. of Ed. and Hillsborough Ed. Ass'n, P.E.R.C. No. 2005-54, 31 NJPER 99 (¶43 2005); and Newark Bd. of Ed., P.E.R.C. No. 85-24, 10 NJPER 545 (¶15254 1984).

The Act permits public employers to express opinions about labor relations provided such statements are not coercive. An employer has the right to advise employees of the status of contract negotiations as long as the communication does not contain a threat of reprisal or promise of benefits. In analyzing speech cases, the total context in which the written/verbal statements were made must be taken into consideration. See Somerset Hills Bd. of Ed., P.E.R.C. No. 2017-70, 44 NJPER 14 (¶6 2017); State of New Jersey (Trenton State College), P.E.R.C. No. 88-19, 13 NJPER 720 (¶18629 1987); Spotswood Bd. of Ed., P.E.R.C. No. 86-34, 11 NJPER 591 (¶16208 1985); Rutgers, The State Univ., P.E.R.C. No. 83-136, 9 NJPER 276 (¶14127 1983); and, Camden Fire Dept., P.E.R.C. No. 82-103, 8 NJPER 309 (¶13137 1982).

The City relies on Somerset Hills, supra, arguing that Baycora communicated to some of the City's officers in order to clarify his opinions that he had expressed in the October 27th negotiations session and that he had a legitimate and substantial business reason for his clarifying communications.

The facts in Somerset Hills, however, concerned two letters, that were potential violations of the ground rules established by the parties for negotiations - the Commission held:

The Board's May letter simply set out the offer that it had already communicated to the Association's negotiations team. Nothing in the letter, and nothing in Baker's testimony about its contents, suggests that the Board's motive in sending it was to negotiate directly with staff. The Board's June letter also communicated its then-current offer. As noted in our discussion of the Hearing Examiner's findings of fact, there was no evidence in the record to support her inference that the entire content of the June letter had not been communicated to the Association's negotiations team.

Spotswood, supra, also relied upon by the City, concerned an actual meeting where the Commission did not find a violation of the Act. There the employer held a meeting for employees during negotiations to discuss the options being considered by the parties in negotiations to reduce labor costs. However, that meeting was conducted on employee time and on a voluntary basis, and Association officers were in attendance.

The undisputed facts in this matter, however, show that Baycora was a member of the City's negotiating team at the October 27th meeting and made statements at that meeting^{6/}, he held three meetings at roll calls with police officers (on November 10, 11 and 12, 2020); the meetings were not voluntary

^{6/} See Eason cert., para. 3, Cruz and the first Maher certs., para 3 and Exh. A to the Cruz and the first Maher certs.

for the police officers and PBA/SOA union officials were not in attendance^{7/}; he required the superior officers to leave the November 10th meeting while he spoke to the rank and file police officers; at the November 11th meeting, Baycora asked the rank and file and superior police officers if they had attended the PBA/SOA joint meeting; additionally Baycora does not dispute that he made statements, including but not limited to, that "everyone is eating well" and there are more PBA off-duty jobs and overtime as set forth above in the certifications.

Based on the above, I find that Baycora's undisputed statements at the non-voluntary meetings had the effect of making a promise of benefits from him and the City to the police officers and this undermined the authority of the PBA and SOA as the majority representatives. Baycora's conduct had a potential chilling effect on employee rights guaranteed by the Act during negotiations, undermined labor stability and, as a result, this constitutes irreparable harm. See Galloway Tp. Bd. of Ed. v. Galloway Tp. Ed. Ass'n., 78 N.J. 25 (1978).

The City argued in its brief that the temporary restraints ordered in this matter impact on Baycora's right to issue orders and directives as the Chief of Police pursuant to his authority under N.J.S.A. 40A:14-118. Baycora's certification, however,

^{7/} Eason, the SOA Financial Secretary, was required to leave the November 10th meeting by Baycora but was in attendance at the November 11th meeting.

does not reference this issue and nothing precludes the City from filing an application during the disposition of this unfair practice charge.

Based on the above, I find that the Charging Parties have established a substantial likelihood of prevailing in a final Commission decision on their legal and factual allegations and will suffer irreparable harm if the temporary restraints are dissolved. I also find that the relative hardship to the parties weighs in favor of the Charging Parties in order to ensure that their authority is not undermined and there is no chilling effect on the negotiations between the Parties. Finally, the public interest is advanced by requiring the City to adhere to the tenets of the Act so that the Parties agree on the terms and conditions for the successor CNAs in the most efficient manner possible.

ORDER

IT IS HEREBY ORDERED, that the Charging Parties' application for interim relief is granted and the Temporary Restraints issued on November 20, 2020 shall remain in effect, pending the disposition of this matter. The case shall be processed in the normal course and this matter will be returned to the Director of Unfair Practices for further processing.

/s/ David N. Gambert
David N. Gambert
Commission Designee

DATED: January 13, 2021
Trenton, New Jersey