D.U.P. NO. 2018-4

STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION
BEFORE THE DIRECTOR OF UNFAIR PRACTICES

In the Matter of

WARREN COUNTY COLLEGE,

Respondent,

-and- Docket No. CO-2016-006

WARREN COUNTY COLLEGE FACULTY ASSOCIATION,

Charging Party.

SYNOPSIS

The Director of Unfair Practices dismissed, in part, an unfair practice charge filed by the Warren County College Faculty Association (Association) against Warren County College (College). The charge alleged that the College violated the Act by: (1) unilaterally changing promotional criteria for obtaining the faculty ranks of assistant and associate professor; (2) the College President advised faculty members he would not engage in collective negotiations with the Association as long as the Association President and Vice President remained in office; (3) refusing to negotiate, upon demand by the Association, over the impact of the College's promotional policy changes on those who relied on the older promotional policy; and (4) the College President advised the Association, in 2012 and 2013, that he would not abide by PERC decisions, as he did not recognize PERC's authority. The Director dismissed claim number (1), finding that the College exercised a managerial prerogative in changing promotional criteria for faculty rank. However, the Director issued a complaint on the allegation that the College refused to negotiate over the impact of the promotional policy change on faculty and on claim (3). The Director dismissed claim (4) as untimely.

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Appearances:

For the Respondent,
Cleary, Giacobbe, Alfieri & Jacob
(Gregory Franklin, of counsel)

For the Charging Party,
Detzky, Hunter & DeFillippo, LLC
(Stephen B. Hunter, of counsel)

**DECISION**

On July 22, 2015 and May 2, 2017, the Warren County College Faculty Association (Association or Charging Party) filed an unfair practice charge and amended charge against Warren County College (College or Respondent). The charge, as amended, alleges that on March 10, 2015, the Respondent violated section 5.4a(1), (3) and (5)[1/] of the New Jersey Employer-Employee Relations Act

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

(Act), N.J.S.A. 34:13A-1 et seq., when it unilaterally changed "procedural guidelines for Qualifications for Faculty Rank" without notice to faculty. Specifically, the amended charge alleges that the College unilaterally changed the required level of credits needed for promotion to assistant and associate professor from "graduate level credits" to "doctoral level credits" and imposed minimum grade point average requirements for promotion to assistant professor and associate professor. The amended charge also alleges that the College changed these guidelines in retaliation against several Association executive board members and officers. In addition, the Association alleges that the College President violated the Act by repeatedly advising faculty that he did not intend to negotiate with the Association's President and Vice President and that he "did not recognize the authority of the New Jersey Public Employment Relations Commission and does not intend to abide by any decisions of PERC."

On May 19, 2017, the College filed and served a position statement on the Association seeking dismissal of the amended

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1/ (...continued)
condition of employment to encourage or discourage employees in the exercise of the rights guaranteed to them by this act"; 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."

charge. The College argues that the amendment is untimely and that it has a managerial prerogative to change promotional criteria for faculty rank. According to the College, the policy change did not pertain to procedure, but to substantive criteria for promotion.

The Commission has authority to issue a complaint where it appears that a charging party's allegations, if true, may constitute an unfair practice within the meaning of the Act. N.J.S.A. 34:13A-5.4c; N.J.A.C. 19:14-2.1. The Commission has delegated that authority to me. Where the complaint issuance standard has not been met, I may decline to issue a complaint. N.J.A.C. 19:14-2.3; CWA Local 1040, D.U.P. No. 2011-9, 38 NJPER 93 (¶20 2011), aff'd, P.E.R.C. No. 2012-55, 38 NJPER 356 (¶120 2012).

On August 7, 2017, I issued a letter to the parties tentatively deciding to issue a complaint on the Association's (a)(1) allegation and dismissing the Association's (a)(3) and (5) allegations. I also afforded the parties an opportunity to respond to my letter. The Association filed a certification from Kerry Frabizio, current Association President, in response. The College did not file a response.

In its response, the Association contends that I misapplied the holdings and principles articulated in State of New Jersey v. State Troopers NCO, 179 N.J.Super. 80 (App. Div. 1981)

(hereinafter referred to as "State Troopers"). According to the Association, the State Troopers decision "requires a public employer to announce in advance to all promotional candidates the criteria it plans to use" and "requires that promotions be made based on the announced promotional criteria." (Frabizio Certification, Paragraph 5). Given this decision, the Association argues that we "incorrectly concluded that the College had the right to unilaterally change promotional criteria that made it essentially impossible for certain Association leaders, and other Faculty members, to ever satisfy the new promotional criteria." (Frabizio Certification, Paragraph 10). The Association further contends that "PERC should conclude that these changes [to promotional criteria] related to a mandatory subject for collective negotiations." (Frabizio Certification, Paragraph 10).

In its certification, the Association also presents additional facts indicating that it did request "impact" negotiations resulting from the change in promotional criteria and that the College refused to negotiate over impact-related issues. The Association does not challenge the Director's decisions to dismiss its (a)(3) claim and issue a complaint on the Association's (a)(1) allegation. (Frabizio Certification, Paragraph 19).

Based upon the parties' submissions, I find the following

facts.

The Association is the exclusive majority representative of the College's full-time instructional personnel, including instructors, assistant professors, associate professors and professors. The Association and College are parties to a collective negotiations agreement extending from July 1, 2012 through June 30, 2015 (Agreement). The parties are currently participating in fact-finding for a successor agreement (docket number FF-2017-041).

At all times relevant to the charge, Lori King served as President of the Association; Kerry Frabizio as Association Vice President; Marilyn Brooks-Lewis as Treasurer; and Lisa Troy as Association Secretary. Karen Hiller served as the former Association Vice President and as a member of the Association's collective negotiations team, along with Brooks-Lewis. Frabizio and King are also members of the Association's Executive Board. Dr. William Austin is the College's President.

On March 10, 2015, the College revised Policy 202.16 (Policy), entitled "Faculty Recruiting and Appointments." Prior to March 10th, the Policy provided that applicants for promotion to a faculty rank of assistant professor were required to have a master's degree and "15 acceptable graduate credits or equivalent experience or certification." To obtain the rank of associate professor, Policy 202.16 required applicants hold a master's

degree "plus 30 acceptable graduate credits or equivalent experience or certification."

The March 10, 2015 revised Policy changed the acceptable level of credits for promotion to assistant professor and associate professor to "doctoral level credits" instead of "graduate credits." Moreover, the revised Policy added that effective July 1, 2015, minimum academic qualifications for promotions, "should also be strongly considered by the President as part of any faculty promotions request." The academic qualifications included minimum grade point averages for undergraduate course-work (3.00 GPA), undergraduate course-work related to one's major (3.25 GPA) and graduate school course-work (3.50 GPA). According to the Association, these changes were made without notice or prior negotiations with the Association.

The Association also alleges these policy changes adversely affected the expectations of King, Frabizio, Brooks-Lewis, Troy and Hiller for promotion and were done in retaliation for their holding Association positions. At the time the Policy was revised, King had recently earned 15 additional graduate credits; Frabizio earned a second Master's Degree (approximately 30 graduate credits); Troy was recently accepted into a program to earn a second graduate degree and Hiller had enrolled in a second Master's Degree program. According to the Association, these actions were in reliance upon and in conformity with the older

Policy requirements for promotion to faculty ranks. The Association does not allege the College was aware, at the time the March 10 Policy revisions were approved, of the Associations' officers' reliance on the old Policy.

The Association also alleges that the College, by and through its President, violated the Act. On December 18, 2012 and in August and September 2013, Dr. Austin advised then-Association President King and Vice President Frabizio that "he does not recognize the authority of the New Jersey Public Employment Relations Commission and does not intend to abide by any decisions of PERC." (Amended Charge, Paragraph 12).

In January of 2015, the Association sent a letter to the College's Board of Trustees requesting that collective negotiations commence for a successor agreement. The parties' CNA was set to expire on June 30, 2015. In or around April, 2015, President Austin advised faculty unit members that he did not intend to negotiate in good faith with the Association "as long as President Lori King and Vice President Kerry Frabizio hold their Executive Board positions with the Faculty Association." (Amended Charge, Paragraph 11).

On or about May 20, 2015, King, on behalf of the Association, sent a letter to Sharon Hintz, the College's Director of Human Resources, requesting "impact negotiations" with the College's Board of Trustees concerning the March 10

Policy. On June 2, 2015, Hintz responded by email that the College would meet with the Association to discuss the matter after the Association "articulates, in specific detail, how these policy changes have resulted in an 'impact' on terms and conditions of employment for one or more members of your association." (Frabizio Certification, Exhibit B). By email dated June 14, 2015, King responded by explaining the impact-related issues the Association sought to negotiate and suggested these negotiations commence on the date the parties had scheduled contract negotiations, which was June 22, 2015. The parties met at the June 22 session and the Association reiterated its request to negotiate over the impact of the College's March 10 Policy revisions. The College's legal counsel and negotiations representative stated at the meeting that the "College was not interested in negotiating over the impact of the changes in promotional policies." (Frabizio Certification, Paragraph 17).

## ANALYSIS

The Association alleges the College violated the Act by unilaterally changing the qualifications for faculty promotion to assistant and associate professor. In response, the College maintains that its decision to change faculty rank qualifications was not negotiable and was an exercise of its managerial prerogative to determine substantive promotional criteria. I agree with the College and dismiss the Association's (a)(5) claim

that the College violated the Act when it unilaterally changed the criteria for promotion to faculty rank.[2/] I find the College exercised a managerial prerogative when it revised the Policy on March 10, 2015 to change promotional criteria. I also dismiss the Association's (a)(3) claim because the Association does not allege what protected activity motivated the March 10 Policy revisions. However, I will issue a complaint on the Association's (a)(1) allegation that the President's comments to faculty members that he would not negotiate with the Association as long as King and Frabizio were President and Vice President of the Association because the comments could have a tendency to interfere with the rights of the Association under the Act. Moreover, I find that the Association's (a)(5) claim that the College refused to negotiate with the Association over severable impact issues arising from the March 10 Policy changes is, if proven, a violation of the Act.[3/]

**Section (a)(5) Claims**

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2/ I reject the College's defense that the May 2, 2017 amendment is untimely. The amendment, which consisted solely of the claim that the unilateral change to faculty rank qualifications was made without notice to the Association, clearly relates back to the subject matter of the original charge: the March 10 change to faculty rank qualifications. Ocean Tp., P.E.R.C. No. 2007-44, 33 NJPER 5 (¶5 2007).

3/ The refusal to negotiate claim is set forth in Frabizio's certification and has not been pled in the Association's charge.

Decisions to change promotional criteria are not mandatorily negotiable. Cherry Hill Tp., P.E.R.C. No. 97-33, 22 NJPER 375, 376 (¶27197 1996); citing State of New Jersey, Dept. of Law & Public Safety v. State Troopers NCO Association, 179 N.J. Super. 80 (App. Div. 1981). In the higher education setting, the Commission and New Jersey Supreme Court have held that a college or university's determination of substantive evaluation criteria is not negotiable. Snitow v. Rutgers University, 103 N.J. 116, 124 (1986)(Supreme Court notes that "substantive criteria for determining tenure status are not negotiable in the public university setting . . ."); New Jersey Institute of Technology, P.E.R.C. No. 87-23, 12 NJPER 749 (¶17281 1986)(promotional criteria requiring an applicant hold a doctorate degree are not negotiable); Rutgers University, H.E. No. 99-7, 25 NJPER 214, 235 (¶30098 1998), adopted P.E.R.C. No. 2000-83, 26 NJPER 209 (¶31086 2000) ("It is well established that the qualifications for promotion are not negotiable."); Middlesex Cty. College, P.E.R.C. No. 2003-62, 29 NJPER 103 (¶31 2003) (promotional criteria requiring a candidate hold a doctorate degree from an accredited institution are not negotiable); Warren Cty. Commun. College, P.E.R.C. No. 2016-48, 42 NJPER 344, 350 (¶98 2016)("It is well-settled that there can be no negotiations on the subject of criteria for evaluating teaching staff.").

Promotional procedures, such as notice of criteria, are

mandatorily negotiable. New Jersey Institute of Technology, 12 NJPER at 750; Middlesex Cty. College, 29 NJPER at 104. When an employer exercises a managerial prerogative, the majority representative bears the burden of requesting or demanding negotiations over severable impact and/or procedural issues arising from the exercise of that prerogative. Monroe Bd. of Ed., P.E.R.C. No. 85-35, 10 NJPER 569 (¶15265 1984)(Union was obligated to request negotiations over severable issues concerning severance pay and recall rights arising from employer's subcontracting decision); Borough of Ramsey, H.E. No. 84-16, 9 NJPER 575 (¶14240 1983), adopted P.E.R.C. No. 84-48, 9 NJPER 668 (¶14290 1983)(Union was required to make pre-charge request to negotiate over promotional procedures); Town of Secaucus, H.E. No. 87-41, 13 NJPER 219 (¶18094 1987), adopted P.E.R.C. No. 87-104, 13 NJPER 258 (¶18105 1987)(Union obligated to make a pre-charge request to negotiate over the economic impact of a sick leave verification policy requiring medical certification from doctors). The filing of an unfair practice charge is not a substitute for requesting negotiations. Monroe Bd. of Ed., 10 NJPER at 570 (fn. 6); Livingston Tp., D.U.P. No. 2015-9, 41 NJPER 289, 291 (¶96 2014). A pre-charge request to negotiate is a prerequisite for a refusal to negotiate claim. Monroe Bd. of Ed.; Ramsey; Secaucus; Livingston.

Here, the College was not obligated to negotiate over its

March 10 decision to change academic qualifications for promotion to assistant professor and associate professor. That decision was an exercise of the College's managerial prerogative to determine promotional criteria. Snitow; Warren Cty. College. While the Association describes the March 10 revision as a change to "procedural guidelines," we "are not bound by the labels contesting parties place on the dispute." NJIT, 12 NJPER at 750 (Commission emphasizes that, in deciding disputes over whether a change to a policy is procedural or not, we must look to the facts about the nature of the change, as "the parties may attempt to frame the dispute in terms most favorable to the result they desire..."). The creation of minimum grade point average requirements for promotion and changes to the level of credits required for promotion (doctorate instead of graduate) pertain to the qualifications for associate professor and assistant professor, and not the procedures by which a faculty member may apply for these positions. NJIT, 12 NJPER 749 (Requirement that applicant for faculty rank hold a doctorate degree is substantive promotional criteria that is non-negotiable); Middlesex Cty. College (Notice of criteria is negotiable, but setting and applying criteria for promotion is not negotiable).

The Association argues, under State Troopers, that the College could not change promotional criteria without advance notice to faculty. It contends that State Troopers stands for

the proposition that an employer cannot implement new promotional criteria without notice. The Association misconstrues the holding in State Troopers.

State Troopers arose in the context of an interest arbitration award and scope of negotiations petition. The State filed a scope petition and order to show cause to vacate a portion of an interest arbitration award that included the union's collective negotiations proposal in a successor agreement. The union's proposal, in pertinent part, provided that the employer could not implement new promotional criteria for attaining sergeant and lieutenant ranks without announcing that criteria in advance of its implementation. The Appellate Division upheld the award and ruled that the notice provision was mandatorily negotiable. 179 N.J.Super. at 89. But this ruling was limited to finding that an employer could not impose new criteria without first providing any *agreed-upon* notice. The court wrote:

> The Division [employer] may not be required to make all promotions from the list since such a provision binds the State not to change the criteria or method of selection for the term of the contract. As indicated, the State **remains free to unilaterally alter the criteria or method of selection,** provided it complies with any notice provisions **agreed upon**. Since it may not use a particular list and may adopt different criteria from those used in compiling the list in another examination for the same type of promotional position, the requirement that it make all promotions from a continuously maintained list is nonnegotiable. This should be distinguished from the Division's actually maintaining and utilizing a list during the period when it has announced no changes in the promotion system.

[179 N.J.Super. at 91-92, emphasis added]

See also State of New Jersey (Corrections), D.U.P. No. 2006-13, 32 NJPER 195, 197 (fn. 5)(¶85 2006)(Director noted that "in State Troopers, the Court held that contractual provisions which required the employer to announce in advance the promotional criteria it planned to use were mandatorily negotiable.").

In State of New Jersey (Corrections), the Director of Unfair Practices, relying on State Troopers, dismissed an unfair practice charge alleging that the State unilaterally implemented new promotional criteria without notice. There, the State unilaterally implemented a panel interview process for promotions, changing a long-standing practice of one-on-one interviews with promotional candidates. In rejecting the union's argument that the panel interview process could not be implemented without notice, the Director explained:

> The FOP's position that the State had to notify it of the panel interview before implementing it may relate to a right under the parties' collective negotiations agreement. But, under State of New Jersey (Dept. of Human Services), P.E.R.C. No. 84-148, 10 NJPER 419 (¶15191 1984), a mere breach of contract claim does not state a cause of action under the Act and may not be litigated through unfair practice proceedings.
>
> [32 NJPER at 196].

Contrary to the Association's contention, State Troopers does not support the position that the College's change to promotional criteria for faculty rank was an unfair practice.

The Association, however, has presented sufficient facts to support a claim that the College violated section (a)(5) of the Act by refusing to negotiate over the impact of the March 10 policy. While the College was not obligated to negotiate over the change in criteria, it was obligated to negotiate with the Association, upon demand, over severable procedural and impact-related issues arising from the March 10 Policy (such as whether or not employees who relied, to their detriment, on the old promotional policy should be grand-fathered under the new policy or made whole in another manner). Monroe; Secaucus. Frabizio certifies that the Association requested impact negotiations multiple times and the College, through its negotiations representative, refused. Those facts, if proven, make out a viable (a)(5) claim.

**Section (a)(3) Claim**

Allegations of 5.4a(3) violations are reviewed under the standards set forth in In re Bridgewater Tp., 95 N.J. 235 (1984). Under Bridgewater, no violation will be found unless the charging party proves, by a preponderance of the evidence on the entire record, that protected conduct was a substantial or motivating factor in the adverse employment action. The violation may be established by direct evidence or circumstantial evidence showing that the employee engaged in protected activity, the employer knew of this activity, and the employer was hostile toward the

exercise of protected rights. 95 N.J. at 246.

"Protected activity" has been defined as conduct in connection with collective negotiations, grievance processing, contract interpretation or administration, or other related activity on behalf of a union or individual. North Brunswick Bd. of Ed., P.E.R.C. No. 79-14, 4 NJPER 451 (¶4205 1978), aff'd NJPER Supp.2d 63 (¶45 App. Div. 1979); see also Woodbridge Tp., D.U.P. No. 94-14, 19 NJPER 523 (¶24243 1993). To prevail on an a(3) claim, a charging party ". . . must assert some nexus between activities protected by the Act and the adverse personnel action." Woodbridge Tp., 19 NJPER at 524. Where a charge alleges unfair treatment that has no relationship to the protections afforded employees under the Act, no violation of section 5.4a(3) may be found. Woodbridge Tp.; Camden Cty. College, D.U.P. No. 91-7, 16 NJPER 523 (¶21229 1990); Essex Cty. Div. of Welfare, D.U.P. No. 85-25, 11 NJPER 439 (¶16150 1985); Edison Bd. of Ed., D.U.P. No. 85-18, 11 NJPER 103 (¶16044 1985).

In addition to pleading protected activity and an adverse employment action resulting from that activity, "the protected conduct must be pled with the specificity required by N.J.A.C. 19:14-1.3(a)(3)." Edison Tp., D.U.P. No. 2012-9, 38 NJPER 269, 272 (¶92 2011); aff'd at P.E.R.C. No. 2013-84, 40 NJPER 35 (¶14 2013). The charge must set forth a "clear and concise statement of the facts constituting the alleged unfair practice." N.J.A.C.

19:14-1.3(a)(3). The statement in the charge must also "specify the date and place the alleged acts occurred" and the "names of the persons alleged to have committed such acts." N.J.A.C. 19:14-1.3(a)(3).

I dismiss the Association's (a)(3) claim because the Association does not allege what protected activity motivated the March 10 Policy revisions. The Association alleges that the College's March 10 Policy revisions were "actions designed to discriminate against faculty members who held Association Executive Board positions in violation of N.J.S.A. 34:13A-5.4(a)(3)." (Amended Charge, Paragraph 15). Holding a union position, by itself, does not satisfy the pleading requirements for an (a)(3) discrimination claim. Since the charge does not specifically allege what protected activity Executive Board members and Association office holders King, Frabizio, Hiller, Brooks-Lewis and Troy engaged in that resulted in the March 10th Policy revision, the (a)(3) claim must be dismissed. Bridgewater Tp., 95 N.J. at 246; Edison Tp.

For these reasons, I dismiss the (a)(3) claim.

**Section (a)(1) Claim**

In New Jersey College of Medicine and Dentistry, P.E.R.C. No. 79-11, 4 NJPER 421, 422 (¶4189 1978), the Commission

articulated this standard for finding a violation of section 5.4a(1) of the Act:

> It shall be an unfair practice for an employer to engage in activities which, regardless of the absence of direct proof of anti-union bias, tend to interfere with, restrain or coerce an employee in the exercise of rights guaranteed by the Act, provided the actions taken lack a legitimate and substantial business justification.

In Commercial Tp. Bd. of Ed. and Commercial Tp. Support Staff Ass'n and Collingwood, P.E.R.C. No. 83-25, 8 NJPER 550, 552 (¶13253 1982), aff'd 10 NJPER 78 (¶15043 App. Div. 1983), the Commission explained that the tendency of an employer's conduct to interfere with employee rights is the critical element of an (a)(1) charge, holding that "proof of actual interference, restraint, or coercion is not necessary." 8 NJPER at 552. Moreover, the standard for determining an a(1) violation is objective: the "focus of the inquiry is on the offending communication rather than the subjective beliefs of those receiving it." Tp. of South Orange Village, D.U.P. No. 92-6, 17 NJPER 466, 467 (¶22222 1991); City of Hackensack, P.E.R.C. No. 78-71, 4 NJPER 190 (¶4096 1978), aff'd NJPER Supp. 2d 58 (¶39 App. Div. 1979) (noting that it is the tendency to interfere and not motive or consequences of employer's conduct that is essential for finding an a(1) violation).

In deciding whether or not an employer statement violates section 5.4a(1), the Commission applies a balancing test

acknowledging two important interests: the employer's right of free speech and the employee's right to be free from coercion, restraint or interference in the exercise of protected rights. State of N.J. (Trenton State College), P.E.R.C. No. 88-19, 13 NJPER 720, 721 (¶18269 1987). The Act permits employers to express opinions about labor relations provided such statements are not coercive. State of N.J. (Trenton State College), Tp. of South Orange Village. As we stated in Black Horse Pike Reg. Bd. of Ed., P.E.R.C. No. 82-19, 7 NJPER 502, 503 (¶12223 1981),

> A public employer is within its rights to comment upon those activities or attitudes of an employee representative which it believes are inconsistent with good labor relations, which includes the effective delivery of governmental services, just as the employee representative has the right to criticize those actions of the employer which it believes are inconsistent with that goal.

However, an employer make not make a statement to employees that has a tendency of discouraging them from engaging in protected activity and/or consulting with their majority representative. Trenton State College, 13 NJPER at 721 (Employer communication that could have a tendency to discourage faculty from discussing college dean's reorganization plan with union violated (a)(1) of Act).

President Austin's comments to faculty that the College would not negotiate with the Association for a successor agreement as long as King and Frabizio were Association President

and Vice President had an objective tendency to interfere with unit members' ability to choose and assist the Association in the collective negotiations process. The comment, if made, was a direct threat to stall negotiations unless the unit changed leadership and was made at a sensitive juncture in the labor relations process: the commencement of negotiations of a successor agreement. I will therefore issue a complaint on this (a)(1) allegation.[4/]

**ORDER**

Accordingly, I will issue a Complaint under separate cover regarding the following claims:

1. The (a)(1) allegation that the College violated the Act when the College President advised faculty that he did not intend to negotiate with the Association for a successor agreement as long as then-President King and then-Vice President Frabizio remained in their union positions; and

2. The claim, set forth in Frabizio's certification[5/], that the College refused to negotiate in good faith over the impact of the March 10 Policy revisions in violation of section (a)(5) of

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4/ The Association's allegations concerning Austin's comments in 2012 and 2013 about the Commission's authority are untimely since they occurred more than six months prior to the filing of this charge. N.J.S.A. 34:13A-5.4c. I dismiss these allegations.

5/ The Association shall file an amendment to its charge setting forth this claim. We will not issue a complaint on this claim without this amendment.

the Act.

The remaining allegations are dismissed.

/s/Daisy B. Barreto
Daisy B. Barreto
Acting Director of Unfair
Practices

DATED: October 12, 2017
Trenton, New Jersey

**This decision may be appealed to the Commission pursuant to N.J.A.C. 19:14-2.3.**

**Any appeal is due by October 26, 2017.**