H.E. NO. 2021-7

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

In the Matter of

TOWN OF HAMMONTON,

Respondent,

-and- Docket No. CO-2019-240

GOVERNMENT WORKERS UNION,

Charging Party.

SYNOPSIS

A Hearing Examiner grants a motion for summary judgment in favor of the Town of Hammonton (Town) and recommends dismissal of an unfair practice charge filed by the Government Workers Union (GWU). The charge alleged the Town violated sections 5.4a(5) and (6) of the Act by adding language from a 2017 unfair practice charge settlement to a 2018 Memorandum of Agreement (MOA) without negotiations. The Hearing Examiner dismissed the (a)(6) allegation because the MOA was subject to ratification by the Town and there was no evidence in the record or allegation by GWU that the Town ratified the MOA. The Hearing Examiner also dismissed the (a)(5) allegation because the Town's attempt to insert language from a 2017 unfair practice settlement into the 2018 MOA did not change or impact a term and condition of employment and did not conflict with the parties' MOA.

A Hearing Examiner's Report and Recommended Decision is not a final administrative determination of the Public Employment Relations Commission. The case is transferred to the Commission, which reviews the Report and Recommended Decision, any exceptions thereto filed by the parties, and the record, and issues a decision that may adopt, reject or modify the Hearing Examiner's findings of fact and/or conclusions of law. If no exceptions are filed, the recommended decision shall become a final decision unless the Chair or such other Commission designee notifies the parties within 45 days after receipt of the recommended decision that the Commission will consider the matter further.

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Appearances:

For the Respondent,
Gruccio, Pepper, DeSanto & Ruth, P.A., attorneys
(Stephen D. Barse, of counsel)

For the Charging Party,
David Tucker, President of Government Workers Union

HEARING EXAMINER'S DECISION ON MOTION AND CROSS MOTION FOR SUMMARY JUDGMENT

On March 18, 2019, the Government Workers Union (GWU) filed an unfair practice charge against the Town of Hammonton (Town). The charge alleges the Town violated sections 5.4a(3), (5), (6) and (7)[1/] of the New Jersey Employer-Employee Relations Act,

1/ These provisions prohibit public employers, their representatives or agents from: "(3)Discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage employees in the exercise of the rights guaranteed to them by this act;" "(5) Refusing to negotiate in good faith with a majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit, or refusing to process grievances presented by the majority representative;" "(6) Refusing to reduce a (continued...)

N.J.S.A. 34:13A-1 et seq. (Act), by including contract language in a draft successor collective negotiations agreement that was not negotiated as part of a Memorandum of Agreement (MOA) the parties signed in July 2018. According to GWU's charge, the contract language the Town added to the draft collective agreement was "not proposed by the Town in negotiations", does "not appear in the signed MOA", and is "not consistent with the language of the signed MOA." The GWU also alleges the Town ". . . has refused to update the employees' Pension System with employees' current salary and benefit levels."

On November 18, 2020, the Director of Unfair Practices issued a Complaint and Notice of Pre-hearing on the 5.4a(5) and (6) allegations. The Director dismissed the 5.4a(3) and (7) allegations because they did not satisfy the Commission's complaint issuance standard.

On November 30, 2020, the Town filed an Answer to the Complaint. The Town admits to including contract language that was not discussed or negotiated as part of the 2018 MOA, but asserts the added language is from a June 15, 2017 settlement of an unfair practice charge (UPC) filed by GWU against the Town. The Town asserts in its Answer that it "has continuously

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1/ (...continued)
negotiated agreement to writing and to sign such agreement;" and "(7) Violating any of the rules and regulations established by the commission."

negotiated in good faith and only seeks to include in the Collective Bargaining Agreement terms and conditions of employment negotiated by the parties, including those terms contained in the Memorandum of Agreement [2017 UPC Settlement] which reflects terms and conditions requested by the GWU." The Town otherwise denies violating the Act.

On February 12, 2021, the Town filed a Motion for Summary Judgment accompanied by a brief, exhibits and a Certification of Stephen D. Barse, Esq. ("Barse Cert."), who is labor counsel to the Town. GWU filed a Cross Motion for Summary Judgment and opposition to the Town's motion on February 22, 2021. GWU's submissions in support of its Cross Motion and opposition to the Town's motion includes a brief, exhibits, certifications from GWU unit employees Santo Cannistra ("Cannistra Cert.") and Robert Thornewell ("Thornewell Cert."), as well as a certification from David Tucker, GWU's President ("Tucker Cert."). The Town filed a reply brief and supplemental certification from Barse ("Supplemental Barse Cert.") on March 4, 2021. The Commission referred the motion and cross motion for summary judgment to me for decision on March 8, 2021.

Summary judgment will be granted:

> if it appears from the pleadings, together with the briefs, affidavits and other documents filed, there exists no genuine issue of material fact and the movant . . . is entitled to its requested relief as a matter of law. [N.J.A.C. 19:14-4.8(d)]

Brill v. Guardian Life Insurance Co. of America, 142 N.J. 520, 540 (1995) sets forth the standard to determine whether a "genuine issue" of material fact precludes summary judgment. The fact-finder must ". . . consider whether the competent evidential materials presented, when viewed in the light most favorable to the non-moving party are sufficient to permit a rational fact-finder to resolve the alleged disputed issue in favor of the moving party." If that issue can be resolved in only one way, it is not a genuine issue of material fact. A motion for summary judgment should be granted cautiously -- the procedure may not be used as a substitute for a plenary hearing. Baer v. Sorbello, 177 N.J. Super. 182 (App. Div. 1981).

A summary judgment motion should be denied ". . . *only* where the party opposing the motion has come forward with evidence that creates a genuine issue as to any material fact challenged." Brill, 142 N.J. at 529. Where a party ". . . fails to make a showing sufficient to establish the existence of an element essential to the party's case, and on which that party will bear the burden of proof at trial . . .", then ". . . summary judgment should be granted against [that] party." Id. at 533. Moreover, where a plaintiff or Charging Party fails to allege or present evidence of a *prima facie* case in opposition to summary judgment, or otherwise fails to present evidence warranting submission of a factual issue to a fact-finder, then that plaintiff or Charging

Party has waived the right to a hearing and disposal of the case on summary judgment grounds is appropriate. Id. at 537-538.

Based on the parties' submissions and this standard of review, I make the following:

FINDINGS OF FACT

1. The GWU is the exclusive majority representative of the Town's blue collar employees, including employees working in the Town's Department of Public Works (DPW). (Barse Cert., ¶5; Complaint, ¶1)

2. The GWU and Town are parties to a collective negotiations agreement that expired on December 31, 2017. (Exhibits B and D to GWU Cross Motion)

3. On April 10, 2017, the Town adopted Resolution #053-2017 ("Resolution"), entitled "Public Works Department Essential Employee Policy." (Town Exhibit A to Motion Brief). The Resolution sets forth staffing and on-call procedures for DPW employees. The Resolution provides, in pertinent part:

> Whereas, employees of the public works department must respond to texts, emails, phone calls and other forms of communication within 30 minutes of initial contact by the Department Head, Business Administrator or Emergency Management Coordinator; and
>
> Whereas, essential employees will not receive time off approvals beginning December 1 of any year thru March 15 of the following year. There shall be no personal days, vacation days, comp days, authorized due to the nature and responsibility of the employee's

> "Essential Employee Status" per NJ CSC [New Jersey Civil Service Commission];
>
> Whereas, during a significant weather event or public safety concern, employees must receive approval of the department head to punch out after successfully completing their assignment; and
>
> Whereas the department head will issue pre-warnings to advise of pending weather events that may require the employee to be cognizant of CDL driving requirements; and
>
> Whereas, this resolution pertains to all employees with and without driving privileges; and
>
> Whereas, failure to comply with essential employee requirements, as per NJ CSC, will result in progressive discipline up to and including termination; and
>
> *******

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF HAMMONTON, that the above policy on approving vacation, personal or comp time leave is adopted for the GWU/Highway Department Employees.

4. On April 11, 2017, the GWU filed an unfair practice charge (docket number CO-2017-222) challenging the Resolution as being in violation of sections 5.4a(1), (2), (5) and (7) of the Act. (Town Exhibit B to Motion Brief). The charge alleged, in pertinent part, that in adopting the Resolution, the Town's ". . . governing body imposed unilateral changes and new rules upon employees in the GWU collective bargaining unit."

5. On June 15, 2017, a Commission staff agent conducted an exploratory conference on charge CO-2017-222 in order to secure a voluntary resolution of the charge. Barse attended the conference on behalf of the Town and Tucker represented the GWU at the conference. The parties successfully negotiated and executed a settlement of the charge (hereinafter referred to as "2017 UPC Settlement") at the conference, which settlement was subject to ratification and approval by GWU members, the Town's Mayor and Town Council. (Town Exhibit C to Motion Brief). On June 29, 2017, Barse confirmed by email to Tucker and the Commission staff agent that the Town ratified and approved the 2017 UPC Settlement. (GWU Exhibit A to Cross Motion). On July 7, 2017, Tucker notified the Commission staff agent by email that the GWU membership also ratified the 2017 UPC settlement and added these comments about the settlement:

> That agreement [2017 UPC Settlement] did two things: Removed Black Out dates (which was our issue) and memorialized the current practice (with good language). So, it was fine with the employees. Thank you for your assistance.
> [GWU Exhibit A to Cross Motion]

By "Black Out dates", I infer Tucker is referring to the second paragraph of the Resolution that prohibited unit employees from using personal, vacation or compensatory leave between December 1 and March 15 of the following year.

6. The 2017 UPC settlement sets forth staffing and on-call procedures for emergencies that, upon ratification by the Town

and GWU, ". . . will become binding on the parties." (Town Exhibit C to Motion Brief). The settlement provides, in part:

> 1. The Town will notify employees that they must remain available to work overtime in the event of a predictable emergent event (i.e. snow storm, etc.). The requisite number of qualified employees will be called in for overtime, and employees are required to promptly respond to the call or text message. This type of overtime will be offered by seniority, and in the event the Town does not receive enough volunteers, employees will be required to come in by inverse order of seniority.
>
> 2. In the event of an emergency (icy roads, trees, etc.), whoever responds to an overtime inquiry first will be awarded the overtime, up to the number of people needed.
>
> 3. For all scheduled overtime assignments, a sign up list shall be posted and all interested qualified employees may sign up, if interested, by the date and time specified by the Town. Assignments will be awarded by seniority on a rotational basis. In the event the Town does not receive enough volunteers, employees will be required to come in by inverse order of seniority.
>
> 4. The second paragraph of Resolution #053-2017 adopted April 10, 2017 pertaining to time off approvals between December 1 and March 15th is rescinded and will be subject to labor negotiations along with any other issue either party proposes.
>
> 5. The provisions outlined above are intended to supplement Resolution #053-2017 adopted April 10, 2017 and supersede the Resolution should any terms conflict.
>
> 6. Employees who do not comply with the provisions outlined above may be subject to discipline.

> 7. The Union [GWU] agrees to withdraw the unfair practice charge (docket # CO-2017-222) with prejudice.
>
> 8. By entering into this Agreement, neither party admits or acknowledges any wrongdoing or violation of any law.

7. In August 2017, the Town and GWU commenced negotiations for a successor collective negotiations agreements (with the then-existing collective agreement set to expire on December 31, 2017). The Town's collective negotiations representatives included then Business Administrator Jerry Barberio, Town Mayor Steve DiDonato, Town Councilman Sam Rodio and Barse. GWU's collective negotiations representatives included local union representatives and unit employees Santo Cannistra and Robert Thornewell, as well as Tucker. (Cannistra, Thornewell and Tucker Certifications)

8. The parties' collective negotiations culminated in a Memorandum of Agreement (MOA), that was signed by representatives of GWU and the Town on July 23, 2018.[2/] (GWU Exhibit D to Cross Motion). The MOA does not address or modify the 2017 UPC Settlement. Neither the GWU nor the Town discussed or presented proposals during collective negotiations about the 2017 UPC

2/ It is unclear from the record who on behalf of GWU and the Town signed the MOA, but the parties do not dispute the MOA was signed by their respective negotiations' representatives.

Settlement and the MOA is silent as to the terms and conditions of employment set forth in the 2017 UPC Settlement.

9. With respect to ratification, the MOA provides, in pertinent part:

> The provisions of this Memorandum of Agreement shall be subject to, and shall take effect upon, ratification by both the Town and Highway [GWU unit]. The undersigned each agree to recommend the ratification of this Agreement.
>
> [GWU Exhibit D to Cross Motion]

10. The Town implemented the terms and conditions of the MOA following its execution. (Cannistra Cert., ¶8; GWU Cross Motion, ¶8). On November 15, 2018, Audrey Boyer, the Town's Deputy Municipal Clerk, emailed Tucker (and carbon copied Cannistra, Thornewell, Barse and Barberio) a draft collective negotiations agreement for GWU's execution. (GWU Cross Motion, ¶8 and Exhibit E). After reviewing the draft collective agreement, Cannistra, Tucker and Thornewell objected to the addition of the following contract language to Article 43 (entitled "Finish Days Work: Highway Department") of the predecessor collective negotiations agreement:

> <u>Section 1: Essential Employees</u>
>
> In addition to aforementioned Article 43: Finish Days Work, all rules and regulations enacted in Resolution #053-2017 adopted April 10, 2017, except for the 2nd paragraph, are hereby incorporated into this contract. Town of Hammonton and GWU Docket No. CO-2017-222 is also incorporated into this contract effective 6/15/17.

11. Cannistra and Thornewell each certify and describe their objection to the language added to Article 43 in this way:

> When I received the complete contract document from the Deputy Town Municipal Clerk I noticed she added language to Article 43 that was not discussed or negotiated by the Town and the Union. I complained to the Union President David Tucker. I do not want that language in our contract. We did not negotiate it. It was not brought up for negotiations and the employees did not vote to have it included in our contract. We voted on the Memorandum of Agreement only.

12. Cannistra certifies that the "current on-call and call-in procedure for emergency and scheduled overtime is the same today as when I began employment in 2005." Tucker and Thornewell certify to the same consistency in practice concerning on-call and call-in procedures since they began representing the unit and commenced employment with the Town.

13. On March 12, 2019, Barse responded by email to Tucker about GWU's objections to the contract language added to Article 43 of the draft agreement. (Exhibit A to Town Reply Brief). Barse countered that he did ". . . not see any reason to change the language as proposed . . .", but suggested as an alternative to include verbatim the language of the 2017 UPC Settlement in the collective agreement. Barse noted that this alternative to cross-referencing the 2017 UPC Settlement would ". . . provide employees with the details of the policy right in the CBA [Collective Bargaining Agreement], which I think is probably better." Barse concluded his email by offering to discuss the

options for including the 2017 UPC Settlement language in the collective agreement. Tucker responded by filing the instant charge. (Exhibit B to Town Reply Brief).

ANALYSIS

GWU asserts the Town violated sections 5.4a(5) and (6) of the Act by adding language to a draft collective negotiations agreement that was not negotiated or included in a MOA signed by the parties on July 23, 2018. GWU also contends the language added to the draft agreement is inconsistent with the 2017 UPC Settlement. The Town disagrees and contends it did not violate the Act by including language from a settlement agreement ratified by the parties into a draft collective agreement. I agree with the Town, grant the Town's Motion for Summary Judgment, and deny GWU's Cross Motion for Summary Judgment.

Section 5.4a(6) Claim

Section 5.4a(6) of the Act prohibits a public employer from refusing to reduce a negotiated agreement to writing and sign that agreement. N.J.S.A. 34:13A-5.4a(6). "The Commission has held that its jurisdiction in (a)(6) matters is limited to determining whether an agreement has been reached, and whether a party has refused to sign that agreement." Borough of Fair Lawn, H.E. No. 91-33, 17 NJPER 201, 205 (¶22085 1991), adopted at P.E.R.C. No. 91-102, 17 NJPER 262 (¶22122 1991). Where a memorandum of agreement is subject to ratification by an employer

and has not been ratified by that employer's governing body, the Commission has found no agreement was reached. City of Hoboken, H.E. No. 95-17, 21 NJPER 107, 108-109 (¶26065 1995), adopted at P.E.R.C. No. 95-91, 21 NJPER 184 (¶26117 1995); Lower Tp. Bd. of Ed., P.E.R.C. No. 78-32, 4 NJPER 24 (¶4013 1978). This is so even when the employer has implemented the terms and conditions of the memorandum of agreement. Id.

Here, GWU has not alleged or presented evidence in support of an essential element to its 5.4a(6) claim: that the July 2018 MOA was ratified by the Town. The MOA, by its express terms, was subject to ratification by the Town and the MOA would not "take effect" until such ratification occurred. There is nothing in the record to indicate the MOA was ratified. While the Town implemented the MOA's terms following its execution on July 23, 2018, the MOA's implementation does not mean the agreement was binding on the Town. Lower Tp. Bd. of Ed., Hoboken. Absent ratification by the Town's governing body, there was no agreement between the Town and GWU and summary judgment dismissing GWU's 5.4a(6) allegation is warranted. Brill, 142 N.J. at 533, 537-538 (noting failure of non-movant to allege or present evidence in support of an essential element of its case justifies dismissal of complaint on summary judgment grounds); Lower Tp. Bd of Ed.; Hoboken.

Section 5.4a(5) Claim

GWU contends that by adding language from the 2017 UPC Settlement to a draft collective negotiations agreement, the Town breached its duty to negotiate under section 5.4a(5) because the 2017 UPC Settlement was not negotiated as part of the 2018 MOA. While acknowledging that the 2017 UPC Settlement ". . . did not change the status quo", memorialized the Town's ". . . long-standing policy and practice of emergency and scheduled overtime" from 2005 ". . . to the present day", and represented "no change at all" to a term or condition of employment, GWU maintains the Town's unilateral insertion of the UPC settlement in the draft collective agreement was ". . . the very essence of bad faith bargaining." (See Findings of Fact 5 and 12; Page 6 of GWU Opposition Brief). Since I find that the Town's conduct did not change the status quo or otherwise impact or alter terms and conditions of employment, I conclude the Town's attempt to include the UPC settlement into a draft collective agreement was not in derogation of its duty to negotiate under Section 5.4a(5).

In reaching this outcome, I do not conclude that the UPC Settlement *must* be included in the parties' collective negotiations agreement. Instead, I find that the Town's attempt to include the UPC Settlement in a draft collective agreement, under the circumstances of this case, cannot constitute a refusal to negotiate in good faith under the Act. To hold otherwise

would lead to the incongruous result that the Town had refused to negotiate over a subject it in fact negotiated.

N.J.S.A. 34:13A-5.3 prohibits unilateral changes to terms and conditions of employment and provides, in part:

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

"A public employer may violate this obligation in two separate fashions: (1) repudiating a term and condition of employment it had agreed would remain in effect throughout a contract's life, and (2) implementing a new rule concerning a term and condition of employment without first negotiating in good faith to impasse or having a contractual defense." Elmwood Park Bd. of Ed., P.E.R.C. No. 85-115, 11 NJPER 366 (¶16129 1985). In the second category of violations (pertinent here), the Charging Party bears the burden of proving: "(1) a change (2) in a term and condition of employment (3) without negotiations." Id.; City of Hackensack, P.E.R.C. No. 2018-54, 45 NJPER 18, 20 (¶5 2018).

In this case, the Town did not violate section 5.4a(5) because its attempt to include the 2017 UPC Settlement in a draft collective negotiations agreement did not change a term and condition of employment. As GWU acknowledges and the record supports, the 2017 UPC Settlement memorializes a practice dating back to 2005 on staffing, overtime and on-call procedures for GWU unit employees and defines the status quo on those terms and

conditions of employment. The MOA does not modify the 2017 UPC Settlement and the Town's attempt to include the UPC Settlement in the draft collective agreement does not change the fact that the UPC Settlement represents, as the Town and GWU acknowledge, the status quo. As the Commission has held, the "status quo" is defined not only by what is in a collective negotiations agreement, but by the "existing terms and conditions of employment" established through policies, practices and agreements separate and apart from a collective negotiations agreement. Township of Middletown, P.E.R.C. No. 98-77, 24 NJPER 28, 30 (¶29016 1997), aff'd 334 N.J. Super. 512 (App. Div. 1999), aff'd 166 N.J. 112 (2000).[3/] In sum, the Town's attempt to

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3/ In defining the duty to negotiate "existing terms and conditions of employment", the Commission explained:

> An employer violates its duty to negotiate when it unilaterally alters an existing practice or rule governing a term and condition of employment...even though that practice . . . or rule is not specifically set forth in a contract . . . . Thus, even if the contract did not bar the instant changes, it does not provide a defense for the Board since it does not expressly and specifically authorize such changes.

[Middletown Tp., 24 NJPER at 30; quoting Sayreville Bd. of Ed., P.E.R.C. No. 83-105, 9 NJPER 138, 140 (¶14066 1983).

Consistent with these principles, the Commission has held that the "status quo" governing existing terms and conditions of employment may be defined by employer policies, practices or agreements separate and apart from a collective negotiations agreement, provided those sources do not conflict with the provision(s) of the collective agreement. Borough of Watchung, P.E.R.C. No. 81-88, 7 NJPER 94 (¶12038 1981) (Commission finds

(continued...)

include the UPC Settlement in the parties' collective agreement did not change the status quo or any term and condition of employment and did not implicate the duty to negotiate under the Act.[4/]

GWU argues the language added to Article 43 of the draft collective agreement is inconsistent with the 2017 UPC Settlement and MOA. The record does not support this assertion, and even if it did, the Town offered, through Barse's email of March 12, 2019, to include verbatim the terms of the UPC Settlement into the collective agreement to ensure the collective agreement

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3/ (...continued)
employer did not change status quo on disability leave as defined by a practice established through a long-standing employer disability leave policy); Mt. Laurel Tp. Bd. of Ed., H.E. No. 88-12, 13 NJPER 736 (¶18277 1987), adopted at P.E.R.C. No. 88-70, 14 NJPER 135 (¶19053 1988) (Employer did not change status quo as defined by a side-bar agreement on stipend payments that was negotiated separate and apart from parties collective negotiations agreement); Irvington Bd. of Ed., H.E. No. 2002-13, 28 NJPER 210 (¶33072 2002), adopted at P.E.R.C. No. 2003-5, 28 NJPER 334 (¶33116 2002)(Commission finds employer violated the Act by repudiating terms of an unfair practice charge settlement).

4/ The Town advances the contractual argument that under Article 30, section 1 of the parties' collective negotiations agreement, the parties agreed to incorporate by reference the 2017 UPC Settlement into their collective agreement. This argument raises a question of interpretation of Article 30, Section 1 that should be resolved in accordance with the parties' negotiated grievance procedure. State of New Jersey (Human Services), P.E.R.C. No. 84-148, 10 NJPER 419 (¶15191 1984). Moreover, deciding this question is unnecessary to the outcome in this case because there was no change to a term and condition of employment that would trigger the Town's duty to negotiate under N.J.S.A. 34:13A-5.3 and section 5.4a(5) of the Act.

accurately reflected the terms of the UPC settlement and were accessible to employees reviewing the collective agreement. In lieu of negotiating or discussing how the terms of the UPC Settlement should be referenced in the parties' collective agreement, the GWU filed the instant charge.

For these reasons, I conclude the Town did not breach the duty to negotiate under section 5.4a(5) by attempting to add the terms of the 2017 UPC Settlement into the parties' draft collective negotiations agreement.[5/]

CONCLUSIONS OF LAW

1. The Town did not violate section 5.4a(5)of the Act by adding the terms of the 2017 UPC Settlement into a draft collective negotiations agreement.

2. The Town did not violate Section 5.4a(6) of the Act by adding the terms of the 2017 UPC Settlement into a draft collective negotiations agreement.

5/ I also recommend dismissal of GWU's allegation that the Town ". . . has refused to update the employees' Pension System with employees current salary and benefit levels." GWU offers no evidence to support this claim, and the Commission lacks jurisdiction to address pension adjustments or reporting requirements under statutes and regulations governing public employee pensions. Harding Tp., P.E.R.C. No. 2005-85, 31 NJPER 192 (¶77 2005); Galloway Tp., P.E.R.C. No. 2014-28, 40 NJPER 238 (¶91 2013).

RECOMMENDED ORDER

I recommend the Commission grant the Town's Motion for Summary Judgment and dismiss the Complaint.

/s/ Ryan M. Ottavio
Ryan M. Ottavio
Hearing Examiner

DATED: April 21, 2021
Trenton, New Jersey

Pursuant to N.J.A.C. 19:14-7.1, this case is deemed transferred to the Commission. Exceptions to this report and recommended decision may be filed with the Commission in accordance with N.J.A.C. 19:14-7.3. If no exceptions are filed, this recommended decision will become a final decision unless the Chairman or such other Commission designee notifies the parties within 45 days after receipt of the recommended decision that the Commission will consider the matter further. N.J.A.C. 19:14-8.1(b).

Any exceptions are due by May 3, 2021.