

P.E.R.C. NO. 2024-33

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

MENDHAM BOROUGH BOARD
OF EDUCATION,

Charging Party,

-and-

Docket No. CE-2022-001

MENDHAM BOROUGH EDUCATION
ASSOCIATION,

Respondent.

SYNOPSIS

The Public Employment Relations Commission affirms and adopts a Hearing Examiner's decision in H.E. No. 2024-2, 50 NJPER 109 (¶29 2023). The Mendham Board of Education filed an unfair practice charge alleging that the Mendham Borough Education Association violated subsections 5.4b(3) and (4) of the Act by refusing to sign the parties' successor collective negotiations agreement (CNA) and proposing, post-ratification, to revise the salary guide progression chart. The Commission agrees with the Hearing Examiner's decision, finding that the parties reached agreement that the salary guide progression chart included in the Board's 2021-2025 CNA was operationally and functionally the same as the salary guide progression chart in the 2016-2021 CNA. The Commission concludes that the the Association's continued refusal to sign the Board's proposed CNA, which accurately reflected the parties' MOA, constituted a 5.4a(b) violation.

This synopsis is not part of the Commission decision. It has been prepared for the convenience of the reader. It has been neither reviewed nor approved by the Commission.

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

MENDHAM BOROUGH BOARD
OF EDUCATION,

Charging Party,

-and-

Docket No. CE-2022-001

MENDHAM BOROUGH EDUCATION
ASSOCIATION,

Respondent.

Appearances:

For the Charging Party, Cleary, Giacobbe, Alfieri &
Jacobs, LLC, attorneys
(Matthew J. Giacobbe, of counsel and on the brief;
Gregory J. Franklin, of counsel and on the brief)

For the Respondent, Oxfeld Cohen, P.C., attorneys
(Sanford R. Oxfeld, of counsel)

DECISION

This case is before the Commission by way of exceptions filed by the Mendham Borough Education Association (Association) to a Hearing Examiner's Report and Recommended Decision on a motion for summary judgment filed by the Mendham Borough Board of Education (Board) and the Association's cross-motion for summary judgment. H.E. No. 2024-2, 50 NJPER 109 (§29 2023). The case involves the Board's February 6, 2023 unfair practice charge (UPC) alleging that the Association violated subsections 5.4b(3)

and (4)^{1/} of the New Jersey Employer-Employee Relations Act (Act), N.J.S.A. 34:13A-1 et seq., by refusing to sign the parties' successor collective negotiations agreement (CNA) and proposing, post-ratification, to revise the salary guide progression chart that appears in the CNA's Article I.B.1.

On June 28, 2022, the Director of Unfair Practices (Director) issued a Complaint and Notice of Pre-Hearing. On July 12, the Association filed an Answer. On March 24, 2023, the Board filed a motion for summary judgment, together with a brief and exhibits. On April 11, the Association filed opposition to the Board's motion for summary judgment and a cross-motion for summary judgment, together with a brief, exhibits, the certifications of the Association's Lead Negotiator and a New Jersey Education Association (NJEA) consultant. On April 28, the Board filed a reply brief. On May 1, the Association filed a sur-reply brief. On May 23, the parties' counsel engaged in a telephonic oral argument. On June 19, the Hearing Examiner directed the parties to file additional limited briefing/evidence regarding the following discrete issue:

[I]s the salary guide progression chart in

1/ These provisions prohibit employee organizations, their representatives or agents from "(3) Refusing to negotiate in good faith with a public employer, if they are the majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit"; and "(4) Refusing to reduce a negotiated agreement to writing and to sign such agreement."

the Board's proposed 2021-2025 CNA (specifically Art. I.B.1) a continuation of existing terms and conditions of employment as set forth in the salary progression chart in the parties' 2016-2021 CNA (specifically Art. I.B.1), or not.

On July 17, the Board filed its supplemental brief together with exhibits, and on August 17, the Association filed its supplemental brief.

On August 23, 2023, the Hearing Examiner issued a decision granting, in part, the Board's motion for summary judgment and denying the Association's cross-motion for summary judgment. The Hearing Examiner concluded that the Association violated subsection 5.4b(4) of the Act by refusing to sign the Board's proposed 2021-2025 CNA, but did not find that the Association violated 5.4b(3) by refusing to negotiate in good faith.^{2/} He found that the parties did in fact reach an agreement. The agreement encompassed the salary guide progression chart within Article I.B.1, among other terms and conditions of employment in the 2016-2021 CNA, remaining unchanged given that salary guide progression chart was not expressly modified in the parties' 2021-2025 memorandum of agreement (MOA).

On September 13, 2023, the Association filed a letter brief asserting the following exceptions to the Hearing Examiner's

2/ The Hearing Examiner's decision, in its conclusory paragraph at 35, finds "that the Association violated subsection 5.4b(3) by refusing to sign the Board's proposed 2021-2025 CNA". We note that it should have been a 5.4b(4) violation.

report and recommended decision:

1. The Hearing Examiner erred in granting summary judgment for the Board because the Board did not concede to the Association's interpretation of the salary guide progression chart until July 17, 2023, several months after the Board had filed its UPC, and thus, the Association's refusal to sign the CNA based on its interpretation of the salary guide progression chart did not constitute an unfair practice.

2. The Hearing Examiner erred in finding that the Association's issues with the differences between the salary progression chart in the 2016-2021 CNA and the one in the 2021-2025 CNA were de minimis. The Association argues that the salary progression charts were different, and thus, the Association's issue over how the salary progression chart would impact its members is a critical term and condition of employment.

3. The Hearing Examiner erred in finding that the Association committed an unfair practice when the Association was simply doing what it had done for the past 16 years during prior negotiations of the CNA, namely, negotiating over how the salary guide progression chart would work, after ratification of the parties' memorandum of agreement (MOA), but before execution of the CNA.

The matter is now before the Commission to adopt, reject or modify the Hearing Examiner's recommendations. See N.J.A.C.

19:14-8.1(a). We have reviewed the record, the Hearing Examiner's findings of fact and conclusions of law, and the parties' submissions. We adopt and incorporate the Hearing Examiner's undisputed findings of fact (H.E. at 5-15). We set forth the following material facts that are pertinent to our analysis:

1. The Association represents all employees of the Board holding the position of teacher, librarian, psychologist, social worker, and learning coordinator; and specifically excluding all administrators, clerical, custodial/maintenance, aides, teaching assistants, and all other support staff employed by the Board.

2. The Board and the Association are parties to an expired CNA with a term of July 1, 2013 through June 30, 2016; an expired CNA with a term of from July 1, 2016 through June 30, 2021; and a fully-executed/ratified MOA with a term of July 1, 2021 through June 30, 2025. The grievance procedure ends in advisory arbitration except with respect to the issue of equivalency of insurance coverage.

3. For the parties' 2007-2010 CNA, 2010-2013 CNA, 2013-2016 CNA, 2013-2016 CNA, the parties agreed upon the salary guide progression chart after execution/ratification of an MOA, but prior to full execution of the CNA. The salary guide progression chart in the 2007-2010 CNA included arrows that showed how employees would progress through the chart. The 2010-2013 and

2013-2016 CNAs did not include these arrows in the salary guide progression chart.

4. For the parties' 2016-2021 CNA, following execution/ratification of an MOA, issues arose regarding retroactive pay and the salary guide progression chart, which necessitated the involvement of a Super Conciliator. In the Super Conciliator's October 2, 2018 memo to the parties, he directed both parties to sign the CNA and to process retroactive payments to unit employees based on the salary progression chart in Article I.B of the CNA. The Super Conciliator explained the operation of the salary guide progression chart and retained jurisdiction, for the term of the CNA, over any issue that may arise regarding an employee's salary guide placement and/or progression based on the salary guide progression chart. Following the Super Conciliator's memo, the parties executed the CNA on or about September 26, 2018.

5. Article I of the parties' 2016-2021 CNA, entitled "Salary Schedule," provides in pertinent part:

B. STRUCTURE - The salary schedule is structured to provide for movement in two directions, vertical, referred to as steps; and horizontal, referred to as levels.

1. STEPS - Advancement at each step on the salary schedule shall be as provided herein. Steps shall correspond to years of accredited service.

Guide Movement

BASE	16-17	17-18	18-19	19-20	20-21
1	1	1	1	1	1
2-3	2	2	2	2	2
4-5	3-4	3	3	3	3
6-7	5-6	4-5	4	4	4
8	7-8	6-7	5-6	5	5
9	9	8-9	7-8	6-7	6
10-11	10	10	9-10	8-9	7-8
12-13	11-12	11	11	10-11	9-10
14-15	13-14	12-13	12	12	11-12
16-17	15-16	14-15	13-14	13	13
18	17-18	16-17	15-16	14-15	14
19	19	18-19	17-18	16-17	15-16
20	20	20	19-20	18-19	17-18
21	21	21	21	20-21	19-20
22	22	22	22	22	21-22
23	23	23	23	23	23
24-26	24	24	24	24	24
27	25+	25+	25+	25+	25+

2. LEVELS - Teachers shall be placed on the salary schedule according to seven training levels as follows:

- Level I Bachelor's degree
- Level II Bachelor's degree plus fifteen (15) approved credit points
- Level III Bachelor's degree plus thirty (30) approved credit points
- Level IV Master's degree

- Level V Master's degree plus fifteen (15) approved credit points
- Level VI Master's degree plus thirty (30) approved credit points
- Level VII Master's degree plus forty-five (45) approved credit points.

6. On April 9, 2021, the parties reached an MOA for the period July 1, 2021 through June 30, 2025. The parties' 2021-2025 MOA provides in pertinent part:

2. Salary Schedules A - Teachers - (inclusive of increment)

Year 1: 3.05% of the 2020-2021 base effective July 1, 2021
Year 2: 3.05% of the 2021-2022 base effective July 1, 2022
Year 3: 3.05% of the 2022-2023 base effective July 1, 2023
Year 4: 3.05% of the 2023-2024 base effective July 1, 2024

3. Salary Schedules B - Coaches, C - Extracurricular, D - Band, et al. - Increases to each schedule.

Year 1: 2.0% of the 2020-2021 base effective July 1, 2021 - as identified in the 2016-2021 contract
Year 3: 2.0% of the 2022-2023 base effective July 1, 2023

* * *

5. Salary guides shall be mutually developed and agreed upon by the parties.

* * *

14. All terms and conditions of employment in the previous Collective Bargaining Agreement shall remain unchanged except as expressly modified herein.

* * *

17. All negotiations proposals not listed herein are considered withdrawn by the parties.

7. On/about April 27, 2021, the parties reached an agreement on salary guides for the 2021-2025 collective agreement.

8. From June 16 through August 23, 2021, the parties exchanged proposals for incorporating the changes established in the 2021-2025 MOA into a fully-integrated 2021-2025 CNA. However, the parties were unable to reach agreement - particularly regarding the salary guide progression chart - and the Board has insisted upon using the following salary guide progression chart:

Article I of the Board's proposed 2021-2025 CNA, entitled "Salary Schedule," provides in pertinent part:

B. STRUCTURE - The salary schedule is structured to provide for movement in two directions, vertical, referred to as steps; and horizontal, referred to as levels.

1. STEPS - Advancement at each step on the salary schedule shall be as provided herein. Steps shall correspond to years of accredited service.

	Year 1	Year 2	Year 3	Year 4
2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
				1
		1	1-2	2-3
1	1-2	2-3	3-4	4-5
2	3	4	5	6
3	4	5	6	7
4	5	6	7	8
5	6	7	8	9
6	7	8	9	10
7-8	8-9	9-10	10-11	11-12
9-10	10-11	11-12	12-13	13-14
11-12	12-13	13-14	14-15	15-16
13	14	15	16	17
14	15	16	17	18
15-16	16-17	17-18	18-19	19-20
17-18	18-19	19-20	20-21	21-22
19-20	20-21	21-22	22-23	23+
21-22	22-23	23-24	24+	
23	24	25+		
24	25+			
25+				

2. LEVELS - Teachers shall be placed on the salary schedule according to seven training levels as follows:

- Level I Bachelor's degree
- Level II Bachelor's degree plus fifteen (15) approved credit points
- Level III Bachelor's degree plus thirty (30) approved credit points
- Level IV Master's degree
- Level V Master's degree plus fifteen (15) approved credit points
- Level VI Master's degree plus thirty (30) approved credit points
- Level VII Master's degree plus forty-five (45) approved credit points

We note that the language explaining the operation of the salary guide progression chart in the Board's proposed 2021-2025 CNA is identical to the language describing the operation of the salary guide progression chart in the 2016-2021 CNA, although the

salary progression charts in both CNAs look different.

9. The Hearing Examiner found that the Board explained, in its July 17, 2023 supplemental brief, that the step progression on the salary guide progression chart within Article I.B.1 of the Board's proposed 2021-2025 CNA is sequential and, therefore, a continuation of existing terms and conditions of employment - pursuant to the Super Conciliator's October 2, 2018 interpretation, step progression on the salary guide progression chart within Article I.B.1 of the parties' 2016-2021 CNA was also sequential.

10. In response to the Board's July 17 supplemental brief, where the Board explained that its proposed 2021-2025 CNA included sequential step progression as in the 2016-2021 CNA, and thus, was a continuation of the existing terms regarding the salary guide progression chart, the Association's August 17 supplemental brief provides:

This is the only document which will be submitted on behalf of the respondent, Mendham Borough Education Association, in response to [the Hearing Examiner's] recent inquiry [the Hearing Examiner's above-cited June 19, 2022 request for supplemental briefing] and Mr. Giacobbe's response thereto.

Initially, permit me to thank Mr. Giacobbe for both simplifying the issue and leading a path to a resolution. Accepting [the Super Conciliator's] verbiage as to how movement on the salary guide is to occur, on the record, is a large step in the right direction.

We then asked if the Board, who is the Charging Party herein, and thus bears the burden of persuasion, would accept [the Super Conciliator] continuing jurisdiction to resolve any dispute that may arise concerning movement on the guide. Shockingly, but not surprisingly, the Board would not also agree to that aspect, which perhaps would have resolved the entire matter.

Thus, in response to your last inquiry, Mr. Deputy Director, we will accept [the Super Conciliator's] verbiage, i.e., the paragraph cited by the Board in its submission to you, as governing and being incorporated by reference as a term of the CBA going forward; and thus obviously any violation would be grievable, if such an event should occur. (As we are some years into the term of this CBA, the chance that such a dispute might occur is lessened with every passing day.)

There is yet one final piece to the puzzle which must be addressed. [the Super Conciliator's] verbiage was applicable to the movement guide which had salaries moving diagonally. One step to the left and one step down. [footnote omitted] We believe the Board, in accepting [the Super Conciliator's] verbiage from the most recent past negotiations, must, perforce, also accept the structure of the movement guide upon which [the Super Conciliator] was opining.

We note that nowhere in the Association's response does it claim that the Board's proposed 2021-2025 salary guide progression chart is operationally or functionally different than the salary guide progression chart in the 2016-2021 CNA. The Association argues that because both parties agree that the salary guide progression chart operates in the manner explained by the Super Conciliator's October 2, 2018 memo, then that same

chart should be used in the present CNA, and that the Super Conciliator should be retained to adjudicate any disputes over the salary guide progression chart, as he was for the previous CNA.

STANDARD OF REVIEW

The standard we apply in reviewing a Hearing Examiner's decision and recommended order is set forth in part in N.J.S.A. 52:14B-10(c). In the context of a motion for summary judgment, the relevant part of the statute provides:

The head of the agency, upon a review of the record submitted by the [hearing examiner], shall adopt, reject or modify the recommended report and decision . . . after receipt of such recommendations. In reviewing the decision . . . , the agency head may reject or modify findings of fact, conclusions of law or interpretations of agency policy in the decision, but shall state clearly the reasons for doing so. . . . In rejecting or modifying any findings of fact, the agency head shall state with particularity the reasons for rejecting the findings and shall make new or modified findings supported by sufficient, competent, and credible evidence in the record.

Summary judgment will be granted if there are no material facts in dispute and the movant is entitled to relief as a matter of law. Brill v. Guardian Life Ins. Co. of America, 142 N.J. 520, 540 (1995); Judson v. Peoples Bank & Trust Co., 17 N.J. 67, 73-75 (1954). N.J.A.C. 19:14-4.8(e) provides:

If it appears from the pleadings, together with the briefs, affidavits and other documents filed that there exists no genuine

issue of material fact and that the movant or cross-movant is entitled to its requested relief as a matter of law, the motion or cross-motion for summary judgment may be granted and the requested relief may be ordered.

In determining whether there exists a “genuine issue” of material fact that precludes summary judgment, we 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 non-moving party.” Brill, 142 N.J. at 540. We “must grant all the favorable inferences to the non-movant.” Id. at 536. The summary judgment procedure is not to be used as a substitute for a plenary trial. Baer v. Sorbello, 177 N.J. Super. 183 (App. Div. 1981), certif. denied, 87 N.J. 388 (1981).

ANALYSIS

N.J.S.A. 34:13A-5.3 requires that: “the majority representative and designated representatives of the public employer shall meet at reasonable times and negotiate in good faith with respect to grievances, disciplinary disputes, and other terms and conditions of employment.” “[U]nilateral imposition of working conditions is the antithesis of [the Legislature’s] goal that the terms and conditions of public employment be established through bilateral negotiation.” Atlantic Cty., 230 N.J. 237, 252 (2017), quoting Galloway Twp.

Bd. of Educ., 78 N.J. 25, 48 (1978).

The Commission has held that its jurisdiction in 5.4a(6)^{3/} matters "is limited to determining whether an agreement has been reached, and whether a party refused to sign that agreement."

Fair Lawn Bor., H.E. No. 91-33, 17 NJPER 201 (¶22085 1989), adopted P.E.R.C. No. 91-102, 17 NJPER 262 (¶22122 1991). In Fair Lawn Bor., the Hearing Examiner stated the following:

In order to determine whether an agreement has been reached we must first discover the intent of the parties. The Supreme Court in Kearny P.B.A. Local #21 v. Town of Kearny, 81 N.J. 208, 221-222 (1979) listed a number of interpretative devices that have been used to discover the parties' intent. They included consideration of: the particular clauses; circumstances leading up to the creation of the contract; and review of the parties' conduct regarding the disputed provisions. In addition, in Jersey City Bd. of Ed.[, P.E.R.C. No. 84-64, 10 NJPER 19 (¶15011 1983),] the Commission explained that the intent of the parties, as clearly expressed in writing, is the controlling factor, thus it concluded that the starting point in determining what the parties agreed to was an examination of their memorandum of agreement.

[17 NJPER at 205.]

Here, we agree with the Hearing Examiner's finding that the parties reached agreement that the salary guide progression chart included in the Board's 2021-2025 CNA was operationally and

^{3/} 5.4a(6) applies to public employers "refusing to reduce a negotiated agreement to writing and to sign such agreement"; whereas, 5.4b(4) is the identical provision that applies to employee organizations.

functionally the same as the salary guide progression chart in the 2016-2021 CNA, as explained in the Super Conciliator's October 2 memo; and thus, the salary guide progression chart was a continuation of the sequential salary progression of the previous CNA. Per the Super Conciliator's October 2 memo the 2016-2021 salary guide progression chart functions as follows:

By way of example, assuming that an employee has worked the requisite number of days in accordance with Article I.C.3 of the CNA, and the employee was on Step 12-13 during the 2015-15 school year (base year), that employee would progress as follows: Step 13-14 in the 2016-17 school year; Step 14-15 in the 2017-18 school year; Step 15-16 in the 2018-19 school year; Step 16-17 in the 2019-20 school year; and Step 17-18 in the 2020-21 school year.

The Board's proposed 2021-2025 salary guide progression chart functions identically as the previous one, continuing the sequential progression through the salary guide that the Super Conciliator's October 2 memo set forth. As the Board's July 17 supplemental brief explains:

... Because of the construction of the previous salary guide, Super Conciliator [the Super Conciliator] was required to direct salary guide progression horizontally and one step down so that employees would progress through the salary guide in sequential order. Through his clear and unambiguous example, [the Super Conciliator] intended for employees to progress through the guide in sequential order....

In the current matter, the parties have agreed to and implemented a salary guide that

continues [the Super Conciliator's] sequential progression of employees through the salary guide horizontally for the duration of the CNA. For example, if an employee was on Step 11-12 in the 2020-21 school year (base year), then he or she would progress horizontally through the guide as follows: Step 12-13 in the 2021-22 school year; Step 13-14 in the 2022-23 school year; Step 14-15 in the 2023-24 school year; and Step 15-16 in the 2024-25 school year. This example of salary progression in the Board's proposed salary guide demonstrates that the terms and conditions of salary progression in sequential order has been continued in the current CNA as was previously established in the expired 2016-2021 CNA.

The Association's August 17 supplemental brief does not deny that the Board's proposed 2021-2025 salary guide progression chart operates identically to the previous salary progression chart. However, the Association argues that since the 2021-2025 appears different then it could be open to interpretation, and thus, the Super Conciliator should be retained, as he was for the previous CNA, to adjudicate any disputes over the operation of the proposed salary progression chart.

We agree with the Hearing Examiner that this is largely a dispute of form over substance. The language explaining the operation of the salary guide progression chart from the 2016-2021 CNA is identical to the language included in the Board's 2021-2025 CNA. The parties agree that both charts result in a sequential progression through the salary chart, despite their differing appearance. We find unpersuasive the Association's

claim that the Board's July 17 supplemental brief was the first time it conceded to the Association's interpretation of how the salary guide progression chart works, and thus, it could not have committed an unfair practice by refusing to sign the Board's 2021-2025 proposed CNA at the time the Board filed its UPC. The Board's July 17 supplemental brief was responding to the Hearing Examiner's direct inquiry as to whether the 2021-2025 CNA was a continuation of the salary guide progression chart from the previous CNA, which the Board explained how it was indeed a continuation. We agree with the Hearing Examiner that following that mutual understanding over the operation of the salary guide progression chart, the Association's insistence that the Board's proposed salary guide progression chart look the same as the prior one and that the Super Conciliator continue his authority over its interpretation, were additional terms the Board had no obligation to negotiate over following the execution and ratification of the parties' MOA. We find that there was mutual agreement over the operation of the 2021-2025 salary guide progression chart and that the Association's continued refusal to sign the Board's proposed CNA, which accurately reflected the parties' MOA, constituted a 5.4a(b) violation.

We disagree with the Association's contention that because the Board did not agree to continue the Super Conciliator's jurisdiction over the issue of the salary guide progression

chart, the Association "has no idea where to go or what to do in the event a salary guide movement dispute arises." As the Association correctly notes in its August 17 supplemental brief, any issue with the operation of the salary guide progression chart may be grieved pursuant to the CNA's advisory arbitration clause.^{4/} Per the Super Conciliator's October 2 memo, his jurisdiction over the salary guide progression chart was limited to the term of the previous CNA, which has expired, and the Board was under no obligation to continue his jurisdiction.

The Commission has found that continued litigation over past disputes would only ferment instability and hostility between the parties when labor stability and peace are most needed and has dismissed such cases as moot. See Matawan/Aberdeen Reg'l Sch. Dist. Bd. of Educ. v. Matawan Reg'l Teachers Ass'n, Nos. A-2433-87T1, A-46-87T1, A-2536-87T1, 1990 N.J. Super. Unpub. LEXIS 7 (App. Div. Jan. 25, 1990), aff'g, P.E.R.C. No. 88-52, 14 NJPER 57 (¶19019 1987). While this dispute cannot be deemed moot because the parties' CNA has yet to be signed, the principles of labor stability will not be served by continuing litigation over the salary guide progression chart, when the parties largely agree over its operation and function and when any dispute over employees' placement on the chart has not materialized. As the

^{4/} We note that the parties' previous CNA did not include a grievance procedure ending in binding arbitration and the parties' 2021-2025 MOA did not alter this.

Association notes in its August 17 supplemental brief, "...any violation [of the salary guide progression chart] would be grievable, if such an event should occur. (As we are some years into the term of this CBA, the chance that such a dispute might occurs is lessened with every passing day.)" We agree.

For all the foregoing reasons, we reject the Association's exceptions and affirm the Hearing Examiner's decision.

ORDER

We affirm and adopt the Hearing Examiner's Decision and Order in H.E. No. 2024-2, 50 NJPER 109 (¶29 2023) without modification.

BY ORDER OF THE COMMISSION

Chair Hennessy-Shotter, Commissioners Bolandi, Eaton, Higgins, Kushnir and Papero voted in favor of this decision. None opposed. Commissioner Ford recused himself.

ISSUED: January 25, 2024

Trenton, New Jersey