MOSHE ROZENBLIT and QWON KYU RIM, Plaintiffs / Appellants / Cross-Respondents / Cross-Petitioners v. MARCIA V. LYLES, in her official capacity as Superintendent of the Jersey City Board of Education; VIDYA GANGADIN, in her official capacity as President of the Jersey City Board of Education; JERSEY CITY PUBLIC SCHOOLS OF THE CITY OF JERSEY CITY; JERSEY CITY BOARD OF EDUCATION, Defendants / Respondents and JERSEY CITY EDUCATION ASSOCIATION, INC., Defendant / Respondent / Cross-Appellant / Petitioner.	SUPREME COURT OF NEW JERSEY CIVIL ACTION DOCKET NO.: 083434 On Petition and Cross-Petition from a Final Order of the Superior Court of New Jersey, Appellate Division, Docket No. A-1611-17T1 Sat below: Hon. Jose L. Fuentes, P.J.A.D. Hon. Francis J. Vernoia, J.A.D. Hon. Scott Moynihan, J.A.D.

BRIEF

OF PROPOSED *AMICI CURIAE* THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, THE AMERICAN FEDERATION OF TEACHERS, AFL-CIO, THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL EMPLOYEES, AFL-CIO AND THE PUBLIC EMPLOYEE OF COMMITTEE OF THE NEW JERSEY STATE AFL-CIO

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POINT ONE THESE LABOR UNIONS MEET THE STANDARDS TO BE GRANTED AMICI CURIAE STATUS

Four national unions - the Communications Workers of America, AFL-CIO ("CWA"), the American Federation of Teachers, AFL-CIO ("AFT"), the American Federation of State, County and Municipal Workers, AFL-CIO ("AFSCME"), the International Federation of Professional and Technical Engineers, AFL-CIO ("IFPTE") - and the Public Employee Committee of the New Jersey State AFL-CIO (the "PEC"), move to appear as amici curiae and support granting the petition and cross petition for certification in Rozenblit v. Lyles, App. Div. Dkt. No. A-1611-17T1 (8/21/19).

There, the appellate panel held unenforceable section 7-2.3 of the collective negotiations agreement ("CNA") between the Jersey City Board of Education ("Board") and the Jersey City Education Association ("JCEA"). That provision requires the Board to pay the salaries and benefits of the President of the JCEA and his/her designee who are released from their teaching duties to administer the terms of the CNA, thereby facilitating stable labor relations through the prompt resolution of disputes that arise under the CNA and by working with teachers and

administrators to ensure compliance with the terms of the CNA. (Pa347, ¶31).[1]

The Court below did not reach Plaintiffs' constitutional claim that section 7-2.3 violated sections of Article 8 of the New Jersey Constitution, collectively known as the Gift Clause. Instead the appellate panel held that the union release time provision violates public policy because N.J.S.A. 18A:30-7 does not expressly authorize the Board to enter into a negotiated agreement to pay the salaries and benefits of two teachers to be released from teaching duties to devote full-time to administering the terms of the CNA. Contrary to decades of rulings by this Court and the Public Employment Relations Commission ("PERC"), the appellate panel held that absent express statutory authorization to negotiate paid union release time, a public employer lacks that authority. This Court's jurisprudence is precisely the opposite. Statutory schemes that confer broad authority on public employers permit negotiated agreements over terms and conditions of employment that intimately and directly affect the work and welfare of employees, provided a negotiated agreement would not significantly interfere with the determination of governmental policy, and provided there is no specific statute or regulation

[1] "Pa__" denotes the Plaintiffs' appendix filed with the Appellate Division; "Aa__" denotes the Appendix to this brief.

that preempts negotiations. Only where a statute speaks in the imperative and leaves nothing to the discretion of a public employer will a statute or regulation preempt negotiations. Local 195, IFPTE, 88 N.J. 393, 404-405 (1982).

Amici labor organizations represent millions of public employees throughout the country and tens of thousands of public employees in New Jersey. Collectively, the four national unions requesting this Court to grant them the right to participate in this matter as amici curiae, along with the constituent unions of the PEC, are parties to, or their affiliated local unions are parties to, hundreds of public sector contracts with New Jersey State and local government employers. In accord with long-standing PERC precedent, virtually all of those contracts contain negotiated provisions permitting paid union release time. (Aa2, 260-261, 319, 419, 459).

Release time provisions run the gamut from providing shop stewards with paid time off to investigate grievances and complaints to permitting elected union officials paid release time in larger increments. (Aa4, 262, 320, 420, 422-426). As is catalogued in the supporting certifications of union officials, almost all labor agreements in New Jersey's public sector allow union representatives, grievants and witnesses to attend grievance/discipline meetings, conferences and hearings during the workday, without loss of pay. (Aa4, 7-8, 10-11, 13,

261-264, 320, 421-425). In addition, contracts typically provide time off for union representatives to attend negotiations during the workday, without loss of pay. (Aa14-16, 263, 265, 327, 423).

Other contracts provide time for employees to participate in administering and negotiating collective agreements, attend union-sponsored training, attend union conferences and participate in the resolution of workplace disputes and complaints. Time may be in the form of paid release days to be used over the course of a year, subject to certain conditions and approvals. Or contractually negotiated release time may permit an employee to devote full-time to the administration and negotiation of the CNA, as in the instant case.

In addition to representing State Executive Branch employees, CWA, AFSCME, and IFPTE, as affiliated unions of the New Jersey AFL-CIO Judiciary Council of Affiliated Unions (JCAU), also represent employees in the Support Staff and Support Staff Supervisory Units of the New Jersey Judiciary. The CNAs between the Judiciary and the unions representing its employees are illustrative of the types of paid release time provisions contained in public sector labor contracts.

Provisions in the Judiciary's CNAs provide paid union release time for contract administration, including the investigation and processing of grievances and discipline

appeals and contract negotiations. Paid time is also allotted for training to enhance the knowledge and skills of shop stewards and other employee representatives, enabling them to more effectively respond to inquiries from their unit members and resolve workplace disputes with management. (Aa9-14, 45-160, 422).

For example, the Judiciary Support Staff unit contract provides for an annual pool of 442 paid union leave days allocated by county, to be used by employees designated by the unions to attend union meetings, conventions and workshops. (Aa11, 69, 88, 95, 114, 121). The contract also provides for 75 days per fiscal year to be used for steward training. (Aa11). The contract also permits employees, including union representatives and witnesses, to attend disciplinary hearings and grievance proceedings during working hours, without loss of pay. (Aa11). Union stewards are also permitted reasonable time to investigate, present and process grievances during working hours without loss of pay. (Aa11). The JCAU contract covering the Support Staff Supervisory Unit contains similar provisions. (Aa12, 182-193).

The CNAs between CWA and the Judiciary, covering employees in the Professional Non-case Related Unit ("PNCR"), between the Probation Association of New Jersey ("PANJ") and the Judiciary, covering employees in the Case-Related Professional Unit

("CRP"), and between PANJ and the Judiciary covering the Professional Supervisors Unit ("PSU") contain similar provisions. (Aa45-62, 115-160). The PNCR, CRP and PSU contracts provide for 150, 200 and 100 paid leave days each year of the contract, respectively, to be used by employees designated by the union to attend meetings, conventions, workshops, or other union activities. (Aa9). Further, the PNCR, CRP and PSU contracts provide 75, 50 and 25 days annually - to enable designated employees and duly authorized shop stewards to attend training. (Aa10). In addition, the CRP and PSU contracts provide 100 and 50 paid leave days, respectively, for employees to attend negotiations preparation sessions. (Aa12-13).

The five civilian Judiciary CNAs provide for over 1,700 paid union leave days per year. Adding the 150 paid days in the CRP and PSU contracts for negotiations preparation, the number of paid days climbs to 1,884 - the equivalent of 7.25 full-time employees. Notably, that calculation omits the number of hours spent by employees to investigate grievances and to attend grievance/discipline meetings and hearings. (Aa13).

Paid union release time provisions serve the salutary purpose of fostering stable and cooperative labor relations by resolving disputes as early as possible at the lowest possible managerial levels. Paid release time helps ensure that union

representatives receive the training necessary to enable them to provide informed advice to unit members regarding their contractual and statutory rights. Well trained and informed union officers and stewards are more likely to resolve disputes expeditiously. Release time provisions also facilitate the involvement of unit members in the negotiations process. This in turn promotes the uninterrupted delivery of vital public services. (Aa16, 267, 321, 328, 425-426). Proposed amici curiae's participation will assist in the resolution of an issue of public importance, and no party to the litigation will be unduly prejudiced thereby. R. 1:13-9(a).

POINT TWO CERTIFICATION SHOULD BE GRANTED TO REVIEW THE APPELLATE PANEL'S SCOPE OF NEGOTIATIONS DETERMINATION

Rather than decide the constitutional challenge to the union leave provision in the collective agreement between the Board and the JCEA, the appellate panel decided this case by effectively making a scope of negotiations determination. However, the Court made its scope determination without the benefit of briefing of the issue by the parties, and without the benefit of a decision by the Public Employment Relations Commission ("PERC"), the administrative agency granted the power and duty to make a determination as to whether a matter in dispute is within the scope of collective negotiations. N.J.S.A. 34:13A-5.4d.

In making scope determinations, PERC is required to apply a long-standing Supreme Court negotiability test that the appellate panel ignores. Local 195, 88 N.J. at 404-405. That three-part test asks whether the subject intimately and directly affects employee work and welfare, whether agreement over the term and condition of employment is preempted by statute or regulation, and if not, whether agreement over the term and condition of employment would significantly interfere with the determination of governmental policy. Ibid. The appellate panel turned the preemption part of the test on its head and this Court should grant certification and reverse consistent with the application of the negotiability test in numerous PERC decisions.

To be preemptive, a statute or regulation must speak in the imperative and leave nothing to the discretion of the public employer. Bethlehem Tp. Bd. of Ed. and Bethlehem Tp. Ed. Ass'n, 91 N.J. 38, 44 (1982); Local 195, 88 N.J. at 403-04 (quoting State v. State Supervisory Employees Ass'n, 78 N.J. 54, 80 (1978)). The mere existence of legislation relating to a given term or condition of employment does not automatically preclude negotiations. Negotiation is preempted only if the regulation fixes a term and condition of employment "expressly, specifically and comprehensively." Council of N.J. State College Locals v. State Bd. of Higher Ed., 91 N.J. 18, 30

(1982). If the legislation, which encompasses agency regulations, contemplated discretionary limits or sets a minimum or maximum term or condition, then negotiation will be confined within these limits. State Supervisory, 78 N.J. at 80-82.

Applying the three-part test, PERC has long held that leaves of absence and release time for representational purposes are mandatorily negotiable. See, e.g., Essex Cty. College, P.E.R.C. No. 2007-46, 33 NJPER 19 (¶8 2007) (36 hours of release time to be distributed by Association Executive Board); Town of Kearny, P.E.R.C. No. 2002-77, 28 NJPER 264 (¶33101 2002) (neither N.J.S.A. 11A:6-20 nor N.J.S.A. 40A:14-177, which mandate union convention leave, prohibits agreement over leaves of absence or release time for representational purposes); Town of Kearny, P.E.R.C. No. 2001-58, 27 NJPER 189 (¶32063 2001) (leave for two union officers negotiable; even if Legislature cannot selectively grant benefit, public employer may still legally agree to provide paid union convention leave); City of Jersey City, P.E.R.C. No. 97-6, 22 NJPER 279 (¶27150 1996) (City's financial concerns about union leave do not make subject non-negotiable); Newark State-Operated Sch. Dist., P.E.R.C. No. 2000-51, 26 NJPER 66 (¶31024 1999) (union leave is mandatorily negotiable but regulation sets standards for determining seniority when returning to regular employment); West Caldwell Tp., P.E.R.C. No. 97-55, 22 NJPER 414 (¶27226 1996) (five days

of union leave mandatorily negotiable); Bergen Cty. Prosecutor, P.E.R.C. No. 96-81, 22 NJPER 237 (¶27123 1996) (union leave paid or unpaid is mandatorily negotiable); City of Newark, P.E.R.C. No. 90-122, 16 NJPER 394 (¶21164 1990) (release time for union officials can vitally affect the employees they represent); Maurice River Tp. Bd. of Ed., P.E.R.C. No. 87-91, 13 NJPER 123 (¶18054 1987); City of Orange Tp., P.E.R.C. No. 86-23, 11 NJPER 522 (¶16184 1985); State of New Jersey, P.E.R.C. No. 86-16, 11 NJPER 497 (¶16177 1985); Town of Kearny, P.E.R.C. No. 82-12, 7 NJPER 456 (¶12202 1981); Town of Kearny, P.E.R.C. No. 81-70, 7 NJPER 14 (¶12006 1980) (finding different types of release time negotiable); Town of Kearny, P.E.R.C. No. 81-23, 6 NJPER 431 (¶11218 1980) (convention leave statute does not preempt except to provide a minimum level of benefits); Haddonfield Bd. of Ed., P.E.R.C. No. 80-53, 5 NJPER 488 (¶10250 1979). As noted by PERC, its case law accords with case law elsewhere. City of Newark, 16 NJPER at 398 (citing cases from the public and private sector).

The Appellate Division has properly applied the preemption part of the test in many similar contexts. In one such case, State v. CWA, 240 N.J. Super. 26 (App. Div. 1990), the State Department of Corrections ("DOC") adopted a policy of providing physicians ten more days of vacation leave than granted other employees in consideration of their on-call and overtime

service. The DOC then withdrew the vacation leave without negotiations and PERC found that the State had committed an unfair practice by unilaterally withdrawing a mandatorily negotiable benefit.

The case required an application of the negotiability test, including the preemption part. The Court agreed with PERC that vacation leave is unquestionably a form of compensation. Id. at 33. As for preemption, the Court concluded that there was no prohibition against the DOC granting its physicians extra vacation leave as part of their total compensation. No regulation authorized the additional compensation, but for purposes of the scope of negotiations determination, no regulation prohibited the additional compensation.

As this Court stated in the context of a County's claim that a statute that authorized it to adopt a safety incentive program preempted negotiations over the details of a program, "[t]he issue, however, is not whether these statutes . . . authorize the County to adopt a safety-incentive program, but whether they exempt the County from negotiating with the Union over any of its provisions." Matter of Hunterdon Cty. Bd. of Chosen Freeholders, 116 N.J. 322, 330 (1989).

Citing Hunterdon, PERC has made clear that "[t]he question is not whether a statute or regulation authorizes a personnel action; the question is whether the statute or regulation

prohibits the personnel action." City of Egg Harbor City, P.E.R.C. No. 98-95, 24 NJPER 114 (¶29057 1998) (statute authorized employer to hire special police, but no statute compelled the employer to use special officers to replace or substitute for regular police officers).

The appellate panel read Fair Lawn Ed. Ass'n v. Fair Lawn Bd. of Ed., 79 N.J. 574, 579 (1979), too narrowly. That case was decided before this Court announced the three-part negotiability test, but this Court performed the essence of that test. This Court first asked whether an Early Retirement Remuneration Plan ("ERR") was authorized by statute and it was that discussion upon which the appellate panel relied. This Court noted that the Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., recognizes the right of employee representatives to negotiate over matters that could have, in the absence of negotiations, been set unilaterally by the Board. This Court then found that school boards did not have the authority to make payments to employees unrelated to services rendered and for the sole purpose of inducing early retirement. In essence, this Court applied the first part of the three-part test: did the ERR intimately and directly affect employee work and welfare? This Court's answer was no because the early retirement benefit was related to age, not to years of service as an employee. This Court then went on to conclude that the

EER was also non-negotiable under the second part of the three-part test: it was preempted by statute. Unlike the benefit in Fair Lawn, paid union leave intimately and directly affects employee work and welfare and is not preempted by statute.

The appellate panel also misreads the analysis in Board of Ed. of Piscataway Tp. v. Piscataway Maintenance & Custodial Ass'n, 152 N.J. Super. 235, 238 (App. Div. 1977). That case also predated the announcement of the three-part negotiability test, but the Court nevertheless applied that test. The Court first found that extended sick leave intimately and directly affected terms and conditions of employment - the first part of the three-part test. The Court then went on to find that the controlling statute specifically required a school board to decide whether to grant or deny extended sick leave "in each individual case" and thereby precluded agreement over a contract provision that mandated that the school board grant extended sick leave. N.J.S.A. 18A:30-6. In that case, a statute spoke in the imperative and stated that extended sick leave determinations had to be made "in each individual case."

Rather than ask whether any statute or regulation prohibits an agreement to provide paid union leave, the appellate panel asked whether a statute authorizes the Board to negotiate union leave. After citing Piscataway, the appellate panel concluded that N.J.S.A. 18A:30-7 does not empower the Board in this case

to continue to pay the salaries and benefits of the president of the JCEA and his or her designee. The Court concluded that under that statute, employees must be absent from work for reasons unrelated to sick leave. The Court further concluded that the JCEA president and designee were not absent because they reported to an office located on school property. The Court contrasted leaves of absence that it found were "authorized" - leave for a death in the family, if an employee is quarantined, or for a sabbatical for study or for rest and recuperation.

The appellate panel continued that the public policy underpinning leaves of absence for rest and recuperation is to relieve the teacher from the pressures and emotional exhaustion experienced throughout a lengthy career and thereby such leave benefits the teacher and the Board. By contrast, the appellate panel asserted that paid union leave confers no reciprocal benefit to the school district. That "benefit to the school district" analysis improperly adds a fourth part to this Court's three-part negotiability test.

The three-part test that the appellate panel should have applied asks if union leave intimately and directly affects employee work and welfare. It does. Employees directly and indirectly reap the benefit of having union officials negotiating and administering the collective negotiations system

on their behalf. The test next asks if any statute or regulation prohibits an agreement to provide union leave. The answer is no. Finally, the test asks if negotiations would significantly interfere with the exercise of any governmental policy determinations. It would not. A subject is not an unlawful subject of negotiations simply because it may be in the interests of the employees and not the employer.[2] The appellate panel ends that portion of its analysis with a determination that union leave is against public policy.[3] That assertion ignores not only this Court's negotiability test, but it ignores the statutory scheme that specifically authorizes paid union leave as a reflection of legislative policy - the Civil Service Act. N.J.S.A. 11A:6-12; see also N.J.S.A. 40A:9-7.3

Finally, the appellate panel contrasts N.J.S.A. 18A:30-8, which mandates that a school district grant paid leave to an employee who qualifies as a member of a United States athletic team. That statute is incorporated by reference in every collective negotiations agreement and mandates paid leave.

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[2] Amici maintain that union leave is also in the interests of the public employer and the public because it helps prevent and promptly settle labor disputes. N.J.S.A. 34:13A-2.

[3] A court may vacate a grievance arbitration award where the award plainly violates a clear mandate of public policy. New Jersey Tpk. Auth. v. Local 196, 190 N.J. 283, 293-94 (2007). Reflecting the narrowness of the public policy exception, that standard for vacation will be met only in "rare circumstances." Ibid., citing Tretina Printing, Inc. v. Fitzpatrick & Assocs., Inc., 135 N.J. 349, 364 (1994).

State Supervisory, 78 N.J. at 80. Neither the JCEA nor amici claim that paid union leave is mandated by statute. Instead, the subject is mandatorily negotiable under this Court's negotiability test.

POINT THREE CERTIFICATION SHOULD ALSO BE GRANTED TO REVIEW THE TRIAL COURT'S GIFT CLAUSE ANALYSIS

If this Court grants review to correct the appellate panel's negotiability decision, it will have to further resolve the question of whether Plaintiffs have shown, beyond a reasonable doubt, that the practice violates the Gift Clause, N.J. Const., art. VIII, § 3, ¶¶ 2, 3. While the appellate panel did not reach the constitutional question, the trial judge, in a thorough opinion, did and demonstrated that paid release time, on the facts presented, did not violate the Gift Clause.

The applicable precedents consistently hold that a plaintiff challenging a governmental expenditure as contrary to the Gift Clause must show first, that the expenditure is not in furtherance of a public purpose, and second, that the governmental expenditure is not a proper means of achieving the public purpose, including whether government retains sufficient control over the expenditure and whether substantial consideration has been received. Roe v. Kervick, 42 N.J. 191, 207, 212, 218-19 (1964); see also Pa8. Roe further explains that even assuming there is some private benefit that exists

within a larger contract that is attacked as violative of the Gift Clause, if that benefit is merely "incidental" or "subordinate" to the broader public purposes within the contract, the constitutional challenge must fail. 42 N.J. at 218. In addition, Roe emphasizes that the test of what constitutes a legitimate public purpose is not static, but has to account for "changing public needs of a modern dynamic society." Id. at 207.

Amici maintain that the Roe test was accurately applied by the trial judge. In assessing the merits of the constitutional claim, however, this Court should not be misinformed by Plaintiffs' description of the facts of this case. The case was decided on cross-motions for summary judgment, based on undisputed material facts. As such, some of Plaintiffs' characterizations that misstate the motion record deserve comment.

First, addressing the public purpose prong of Roe, the trial judge expressly found that the releasees spent substantial time and effort on the conciliation and resolution of disputes, functioning as a "peace-keeping force in the labor-management relationship." (Pa18). This, in turn, furthered the public policy of promoting labor peace and resolving labor disputes through negotiation rather than confrontation. (Id.). Indeed, a District representative expressly testified that release time

"facilitate[s] communication" between the employer and employees and promotes "a peaceful, orderly, and efficient delivery of educational services" which provides "value to the Board [of Education]." (Pa374, ¶20).

The appellate panel's comment that the releasees operated exclusively in the interest of the Union or conferred "no reciprocal benefit to the school district." (slip op. at 14, 16) finds no support in the record. Nor is Plaintiffs' narrative that release time is used for "electioneering and lobbying activities" supported by the record. The motion record was undisputed on the point that political-type activity occurred, if at all, outside of working hours, when release time is inapplicable. (Pa278-79, ¶¶36-37). In assessing Plaintiffs' contentions about the furtherance-of-public-purpose component of the Roe test, this Court must resolve those contentions by reference to the motion record, not the characterization of that record by Plaintiffs or the appellate panel.

Second, the trial judge, with the benefit of a motion record spanning several hundred pages, correctly applied the second prong of Roe regarding whether the government retains sufficient control over the expenditure and has received substantial consideration. The Court recounted a myriad of controls by the District over releasees' use of their time, including written accounting for their time, acting frequently

at the request of District administration (rather than on their own initiative), regular contact with District employees, and the ability of the District to impose discipline on the releasees in their capacity as employees. (Pa19). Based on these and other factors, the trial judge determined that "it has enough factual information to determine that there is adequate consideration flowing to the District" in exchange for its payment of release time. (Pa20). The Court should recognize those facts - not the version asserted by Plaintiffs - in deciding the constitutional question.

State public policy encourages the pursuit of discussions, not conflict, between employers and employees, in an effort to promote labor peace and harmony. Robbinsville Tp. Bd. of Ed. v. Washington Twp. Ed. Ass'n, 227 N.J. 192, 204 (2016). Paid release time, in turn, promotes those policies. By granting certification and resolving Plaintiffs' claims as the trial judge did, the Court has the opportunity to affirm a practice that validly and constitutionally promotes those policies including good labor-management relations and the rendering of quality government services, including education.

CONCLUSION

The flawed reasoning of the appellate court below could arguably extend to all paid union release provisions where there is not express statutory authorization to enter into such

negotiated agreements. In New Jersey's public sector, paid union release provisions permit local union officers and stewards time during the workday, without loss of pay, to investigate workplace complaints, provide advice to employees regarding their contractual rights, participate in the resolution of disputes by attending grievance meetings, represent employees in grievance and discipline hearings, and participate in negotiations.

Such provisions also afford local officers and stewards the opportunity to attend training and conferences where they acquire the knowledge and skills to properly represent unit members and to resolve disputes with management. The women and men who assume these responsibilities advance an important public interest - they assist in promoting harmonious labor relations, reduce workplace strife, and facilitate the delivery of efficient, uninterrupted, vital public services. For the foregoing reasons, the Court should grant movants' application to appear as amici curiae, and grant certification to review the judgment of the Appellate Division.

Respectfully submitted,

WEISSMAN & MINTZ LLC
Attorneys for proposed amici curiae

By: s/Steven P. Weissman (RM)
Steven P. Weissman

Dated: November 18, 2019

MOSHE ROZENBLIT and QWON KYU RIM, Plaintiffs / Appellants / Cross-Respondents / Cross-Petitioners v. MARCIA V. LYLES, in her official capacity as Superintendent of the Jersey City Board of Education; VIDYA GANGADIN, in her official capacity as President of the Jersey City Board of Education;[1] JERSEY CITY PUBLIC SCHOOLS OF THE CITY OF JERSEY CITY; JERSEY CITY BOARD OF EDUCATION, Defendants / Respondents and JERSEY CITY EDUCATION ASSOCIATION, INC., Defendant / Respondent / Cross-Appellant / Petitioner.	SUPREME COURT OF NEW JERSEY CIVIL ACTION DOCKET NO.: 083434 On Petition and Cross-Petition from a Final Order of the Superior Court of New Jersey, Appellate Division, Docket No. A-1611-17T1 Sat below: Hon. Jose L. Fuentes, P.J.A.D. Hon. Francis J. Vernoia, J.A.D. Hon. Scott Moynihan, J.A.D. **CERTIFICATION OF SERVICE**

The undersigned certifies that on the date written below, an original and 8 copies of the within Notice of Motion for

[1] Ms. Lyles and Ms. Gangadin no longer hold the offices stated in the caption; consequently, their respective successors are deemed substituted. See R. 4:34-3.

Leave to Appear as Amicus Curiae, Volumes I and II of the Appendix referenced therein, and the Brief referenced therein, were filed with the Clerk of the Supreme Court. In addition, on the date written below, copies of the foregoing papers were also served by electronic mail upon the following counsel of record. Hard copies of the papers are available upon request.

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I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, that I am subject to punishment.

KATRINA MARRERO

Dated: November 18, 2019

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November 18, 2019

VIA HAND DELIVERY

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Re: Rozenblit v. Lyles
No. 083434

Dear Ms. Baker:

This Firm is counsel to Proposed *Amici Curiae* Communications Workers of America, AFL-CIO; American Federation of Teachers, AFL-CIO; American Federation of State, County, and Municipal Employees, AFL-CIO; International Federation of Professional and Technical Engineers, AFL-CIO; and Public Employee Committee of the New Jersey State AFL-CIO.

Enclosed for filing, please find an original and nine copies of a Motion for Leave to Appear as Amicus Curiae, Brief, Volumes I and II of Proposed *Amici*'s Appendix, and Certification of Service. Also enclosed is a Firm check for $50.00, in the event a fee is required for this motion.

Kindly file the enclosed papers and return one file-stamped copy to me in the enclosed prepaid envelope.

Thank you for your attention to this matter.

Respectfully submitted,

/s/ Steven P. Weissman (PEL)

Steven P. Weissman

cc: Richard A. Friedman, Esq.
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John M. West, Esq.
Jason Walta, Esq.
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Jonathan Riches, Esq.
Michael J. Gross, Esq.
David I. Solomon, Esq.
Keith Waldman, Esq.

(all via email, with enclosures)