



**STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION**

PO Box 429
TRENTON, NEW JERSEY 08625-0429

www.state.nj.us/perc

ADMINISTRATION/LEGAL
(609) 292-9830

CONCILIATION/ARBITRATION
(609) 292-9898

UNFAIR PRACTICE/REPRESENTATION
(609) 292-6780

For Courier Delivery
495 WEST STATE STREET
TRENTON, NEW JERSEY 08618

Fax: (609) 777-0089
E-Mail: mail@perc.state.nj.us

TO: Commissioners

FROM: Counsel Staff

RE: Developments in Counsel's Office since December 18, 2025

Commission Cases

Appeals from Commission Decisions

City of Camden and IAFF Local 788, App. Div. Dkt. No.
AM-000283-25; Agcy. Dkt. No. CO-2026-112

IAFF Local 788 filed with the Appellate Division an emergent motion seeking leave to appeal from an interim decision of the Director of Unfair Practices and a stay request in City of Camden and IAFF Local 788, Docket No. CO-2026-112. The firefighters' union is contesting the City's implementation of facial-recognition scanning technology to replace a punch-clock

time-keeping system. The Director denied interim relief, finding IAFF had not established a substantial likelihood of success on the merits of its claims. On January 2, 2026, the Appellate Division granted the IAFF permission to file its emergent motion and ordered a stay pending its resolution. On January 8, the General Counsel opposed the motion because IAFF had neither filed for Commission review of the Director's interim relief decision, nor waited for the Commission to respond to its stay request. On January 16, the Appellate Division denied the IAFF's motion for an emergent stay, without prejudice, for failing to exhaust administrative remedies, and dissolved the interim stay. The IAFF then filed for a stay and motion for reconsideration of the Director's interim relief decision with the Commission. On January 28, the Chair denied IAFF's request for a stay, finding the IAFF had not demonstrated a substantial likelihood of success on the merits. Specifically, the Chair found there are disputed material facts in connection with IAFF's assertions that its members' privacy rights will be violated by the storing of biometric data with the system's vendor and its affiliates, and that there is a risk of dissemination in the event of a data breach. The Chair noted that the parties will present their proofs regarding these disputed facts at the evidentiary hearing. The motion for reconsideration of the Director's interim relief decision is still pending before the Commission, and a draft decision will be considered at the February meeting.

Bor. of Avalon and TuJuan Baile, P.E.R.C. Docket No. DA-2026-002

TuJuan Baile filed an appeal from a decision of the Director of Arbitration, P.E.R.C. Docket No. DA-2026-002, granting the Borough of Avalon's motion to dismiss Mr. Baile's Petition for Special Disciplinary Arbitration (SDA) of his termination as a patrolman with the Borough. The Director found Baile ineligible for SDA because he was terminated based on complaints or charges relating to a criminal offense, specifically "criminal sexual contact" with a subordinate officer.

Commission Court Decisions

No new Commission court decisions have been issued since December 18.

Non-Commission Court Decisions
Related to the Commission's Jurisdiction

New Jersey Supreme Court finds that teacher licensing revocation process operates separately from teacher tenure charge process and was not violative of procedural or substantive due process.

IMO Certificates of Nicholas Cilento, 262 N.J. 332 (2025), (Sup. Ct. Dkt. No. A-26-24)

The New Jersey Supreme Court affirms the Appellate Division's decision finding that the Board of Examiner's two-year suspension of Nicholas Cilento's teaching certificate and separately a tenure arbitrator's three-month suspension and reinstatement on a last chance basis for drinking alcohol on school grounds, did not violate the principles of privity, comity, due process, res judicata or collateral estoppel. The Court found that the teacher licensing and tenure charge processes operated in two distinct and dissimilar statutory schemes. Since the parties involved in each proceeding and the "stakes" of each process are different, the fact that the penalty imposed by the Board of Examiners was greater than a tenure arbitrator was not an egregious governmental abuse. Further, Cilento had notice and opportunity to be heard in each proceeding, and thus, there was no due process violation.

Appellate Division affirms Law Division order confirming arbitrator award in Chapter 78 healthcare contribution dispute.

Passaic County v. PBA Locals 197, 197A and 286., 2025 N.J. Super. LEXIS 2576 (App. Div. 2025) (App. Div. Dkt. No. A-0938-24)

The Appellate Division, in an unpublished opinion, affirms a grievance arbitration award that determined the affected employees were entitled to employer provided healthcare without contribution or only the 1.5% statutory rate under chapter 78, instead of the Tier 4 contribution rate. The Appellate Division agreed with the trial court, finding that the award should not be vacated because it was not violative of chapter 78, was at

least reasonably debatable, and was within the arbitrator's authority to issue. The arbitrator's interpretation of an interest arbitration award governing the terms and conditions of employment, including healthcare contributions, was not preempted or contrary to chapter 78 because its preemptive effect ended after 2015, and the CNA provision at issue was implemented after that date.

Appellate Division affirms Commissioner of Education's order to renew non-tenured assistant principal's contract because verbal notice of non-renewal was insufficient under the statute.

Adeyin v. Orange Board of Education, 2025 N.J. Super. LEXIS 2492 (App. Div. 2025) (App. Div. Dkt. No. A-2227-24)

The Appellate Division, in an unpublished opinion, affirms a final agency decision of the Department of Education that ordered the renewal of an employment contract to a non-tenured assistant principal after the Board failed to give timely notice of nonrenewal. Ehimwenma Adeyin was an assistant principal, who was verbally informed that her contract would not be renewed for the 2024-2025 school year on May 6, 2024, and that her employment would be discussed at the May 8, 2024, Board meeting. No employment decisions were made at that meeting. On May 15, Adeyin was informed that her employment would not be renewed verbally, and her name was not included on a circulated reappointment list. The ALJ's decision, which was adopted by the Commissioner of Education, found that the Board did not comply with the statutory requirements and deadlines to provide adequate notice of nonrenewal, and thus, Adeyin's contract was deemed to be renewed. The Appellate Division affirmed, finding that determination was not arbitrary or capricious, and that the Board did not substantially comply with the statutory process.