

P.E.R.C. NO. 2026-35

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

UNIVERSITY HOSPITAL,

Respondent,

-and-

Docket No. CI-2026-003

KEVIN PORTER,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission grants Porter's appeal of the Director of Unfair Practices' refusal to issue a complaint on his unfair practice charge (UPC) against University Hospital. Porter's charge alleges that University Hospital violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq. when it investigated and disciplined him following his complaints to management about workplace issues and his supervisor. The Commission finds that, while some of Porter's allegations concern events beyond the statute of limitations, several of his allegations concern alleged retaliation for his protected activity occurring within six months of the filing of his UPC. The Commission remands these timely allegations to the Director for issuance of a complaint.

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

EAST WINDSOR REGIONAL BOARD OF EDUCATION,

-and-

Docket No. CI-2026-030

UNITED PUBLIC SERVICE EMPLOYEES UNION,  
LOCAL 424,

Respondents,

-and-

DANIEL KAZAR,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission sustains the Deputy Director of Unfair Practices' dismissal of an unfair practice charge (UPC) filed by Kazar against his employer (Board) and union (UPSEU). The charge alleges that the Board violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq., by denying him promotions and accusing him of "stealing time" after he successfully contested his termination through grievance arbitration and was reinstated. The charge alleges that the UPSEU violated the Act by failing to file grievances or pursue arbitration over his complaints against the Board and failing to enforce the health benefits reimbursement portion of the arbitration award that reinstated him. The Commission finds that all of Kazar's allegations against the Board and UPSEU occurred well beyond the six-month statute of limitations for filing an unfair practice charge. Specifically, the Commission finds that the alleged failure to comply with or enforce the health benefits reimbursement of the 2022 arbitration award was not a continuing violation and that Kazar failed to file his UPC within six months of the end of the arbitrator's jurisdiction over any remaining disputes over remedial relief.

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P.E.R.C. NO. 2026-37

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF TRENTON,

Respondent,

-and-

Docket No. CO-2026-118

PBA LOCAL 11A, SUPERIOR OFFICERS  
ASSOCIATION (SOA),

Charging Party.

SYNOPSIS

The Commission denies PBA Local 11A (SOA)'s motion for reconsideration seeking interim relief (IR), dismisses its charge alleging a refusal to negotiate in good faith, and remands for complaint issuance and further processing of its claim alleging interference with statutory rights, in the SOA's unfair practice charge (UPC) against the City of Trenton. The UPC alleges the City violated the Act when its Police Director sent an email accusing the SOA President of extortion and other unlawful/improper activity during negotiations. The IR application sought a retraction of the email pending final disposition of the UPC. The Commission sustains the denial of IR, finding the SOA did not establish irreparable harm where the requested retraction may be ordered as part of an overall remedy at the conclusion of the proceeding, and there is recourse for appeal of discipline imposed for protected activity resulting from any express or implied threat contained within the email. However, the Commission finds further processing of the interference charge is required to determine whether the Police Director's accusations lacked a legitimate and substantial business justification. Finally, the Commission finds no basis for complaint issuance on the alleged refusal to negotiate because the email contains no such explicit refusal nor any assertion by the Police Director that the matters under discussion were not negotiable.

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STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

ATLANTIC COUNTY PROSECUTOR'S OFFICE,

Respondent,

-and-

Docket No. IA-2026-012

MAINLAND PBA, LOCAL 77 (SOA),

Petitioner.

SYNOPSIS

The Public Employment Relations Commission denies the Atlantic County Prosecutor's Office's (ACPO) motion to dismiss the SOA's Petition to Initiate Compulsory Interest Arbitration (IA petition). The Commission finds that, pursuant to N.J.S.A. 34:13A-16b(2) and N.J.A.C. 19:16-5.2(a)(1)-(2), either party may file an IA petition on after the date the collective negotiations agreement (CNA) expires. Therefore, the Commission finds that failure of the parties to comply with the Act's requirement to commence negotiations at least 120 days prior to contract expiration does not preclude the filing of an IA petition after CNA expiration. The Commission further finds that unfair practice proceedings are the mechanism for addressing alleged refusals to negotiate prior to contract expiration, but do not operate as a bar to filing an IA petition upon CNA expiration.

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