

P.E.R.C. NO. 84-111

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

UNION COUNTY REGIONAL HIGH
SCHOOL DISTRICT NO. 1,

Respondent,

-and-

Docket No. CO-84-156

UNION COUNTY REGIONAL HIGH
SCHOOL FEDERATION OF TEACHERS,
LOCAL 3417, AFT,

Charging Party.

SYNOPSIS

The Chairman of the Public Employment Relations Commission, acting pursuant to authority delegated to him by the full Commission, denies a motion for summary judgment which the Union County Regional High School District No. 1 filed. The Chairman finds that a dispute within the Commission's jurisdiction exists over whether the parties had agreed that employees would receive certain benefits and over whether the District had repudiated this alleged agreement.

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Appearances:

For the Respondent, Weinberg and Manoff, Esqs.
(Irwin Weinberg, of Counsel)

For the Charging Party, Sauer, Boyle, Dwyer &
Canellis, Esqs. (Christopher M. Howard, of Counsel)

DECISION AND ORDER

On March 12, 1984, the Union County Regional High School District No. 1 ("District No. 1") filed a motion for summary judgment with supporting brief and certification seeking a dismissal of an unfair practice charge filed by the Union County Regional High School Federation of Teachers, Local 3417, AFT ("Local 3417"). The charge alleged that District No. 1 violated subsections 5.4(a)(1), (2), (5), and (6) of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et. seq. ("Act") when it allegedly repudiated an agreement with Local 3417 to make retroactive payments to certain Compensatory and Title I teachers and to place certain teachers on the salary guide.

District No. 1 denies the existence of any agreement to grant the benefits in question and asserts that in the absence of an agreement, the Complaint must be dismissed and only the Commissioner of Education has jurisdiction over the instant matter.

On March 23, 1984, Local 3417 filed a letter brief in opposition to the motion with supporting exhibits and certifications. It contends that an agreement was in fact reached to pay such benefits and therefore the motion for summary judgment must be denied.

Pursuant to N.J.S.A. 34:13A-6(f), the full Commission has delegated authority to me to decide this motion. N.J.A.C. 19:14-4.8(d) 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 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.

This Commission clearly has jurisdiction to determine whether or not an employer or an employee organization has refused to negotiate in violation of subsection 5.4(a)(5) of the Act by repudiating an alleged contractual agreement. Given that the parties disagree as to whether an agreement was in fact reached to provide the aforementioned benefits, summary judgment must be denied.^{1/}

^{1/} If Local 3417 fails to adduce sufficient proof of an agreement at the hearing, District No. 1 may renew its motion at the conclusion of the charging party's case.

ORDER

The motion is denied.



James W. Mastriani
Chairman

DATED: Trenton, New Jersey
April 12, 1984