

P.E.R.C. NO. 86-102

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

HUDSON COUNTY COMMUNITY
COLLEGE,

Respondent,

-and-

Docket No. CO-86-7-25

COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO,

Charging Party.

SYNOPSIS

The Chairman of the Public Employment Relations Commission, acting pursuant to authority delegated by the full Commission, denies Hudson County Community College's request for special permission to appeal a refusal to grant summary judgment against the Communications Workers of America. The Chairman stresses, however, that a previous settlement agreement between CWA and the College must be honored unless CWA clearly and specifically establishes that the College discriminatorily fired a principal CWA organizer and that it deliberately repudiated the agreement's spirit and text.

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Appearances:

For the Respondent, Murray & Granello, Esquires
(Robert E. Murray, Of Counsel and Stephen E.
Trimboli, On the Brief)

For the Charging Party, Stephen P. Weissman, Esquire

DECISION ON REQUEST FOR SPECIAL
PERMISSION TO APPEAL

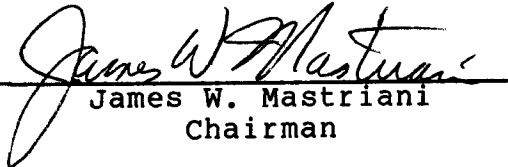
On February 10, 1986, Hudson County Community College ("College") pursuant to N.J.A.C. 19:14-4.6 requested special permission to appeal from a Hearing Examiner's refusal to grant summary judgment against the Communications Workers of America, AFL-CIO ("CWA"). H.E. No. 86-33, 12 NJPER ____ (¶ ____ 1986). CWA has opposed this request.

Acting pursuant to authority granted to me by the full Commission, I deny special permission to appeal. The Hearing Examiner, resolving all doubts against the College as proponent of a summary judgment motion, was not persuaded that a refusal to renew the contract of CWA's principal organizer might not work a repudiation of a settlement agreement entered four weeks earlier.

Under all the circumstances, I agree, but add that settlement agreements are favored under the New Jersey Employer-Employee Relations Act and may not be set aside lightly. I stress that the Hearing Examiner may not hold the College liable on any of the alleged violations withdrawn as part of the settlement agreement unless CWA clearly and specifically establishes that the College discriminatorily fired Nieves and that it deliberately repudiated the agreement's spirit and text.

ORDER

Special permission for leave to appeal is denied.


James W. Mastriani
Chairman

DATED: Trenton, New Jersey
March 3, 1986