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This opinion shall not "constitute precedent or be binding upon any court." Although it is posted on the internet, this opinion is binding only on the parties in the case and its use in other cases is limited. R. 1:36-3.

**SUPERIOR COURT OF NEW JERSEY  
APPELLATE DIVISION  
DOCKET NO. A-3417-21**

**DR. LUDMILLA MECAJ,**

**Plaintiff-Appellant,**

**v.**

**AFTNJ, AFL-CIO CHAPTER 2222,  
DEBORAH HENEGAN, and  
PATRICIA CLANCY,**

**Defendants-Respondents.**

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Submitted September 26, 2023 — Decided October 5, 2023

Before Judges Sabatino, Mawla, and Marczyk.

On appeal from the Superior Court of New Jersey, Law  
Division, Sussex County, Docket No. L-0579-20.

Matthew B. Weisberg, attorney for appellant.

Mets Schiro & McGovern, LLP, attorneys for  
respondents (Kevin P. McGovern, of counsel and on the  
brief).

**PER CURIAM**

Plaintiff Dr. Ludmilla Mecaj appeals from a June 24, 2022 order granting defendants American Federation of Teachers New Jersey, AFL-CIO Chapter 2222 ("AFTNJ"), Deborah Henegan, and Patricia Clancy summary judgment. We affirm.

Plaintiff was employed as an adjunct professor at Sussex County Community College from September 2012 through December 2019. AFTNJ is the exclusive bargaining agent for adjuncts employed by the college. Henegan and Clancy are co-presidents of the AFTNJ at the college.

Plaintiff claimed college faculty discriminated and retaliated against her from 2016 until December 2019 when her contract was not renewed. She alleged that in retaliation for her suing the college for money she claimed it owed her for recruiting international students, the college offered courses to a less-qualified adjunct faculty member and did not renew her employment.

Plaintiff initially brought her claims to Henegan and Clancy, who filed a grievance that was denied. She was later advised her claims could not be grieved under the AFTNJ's collective bargaining agreement (CBA) with the college.

Plaintiff filed a Law Division complaint alleging: breach of contract; breach of the covenant of good faith and fair dealing; breach of fiduciary duty; negligence; violation of the "Whistleblower Act," N.J.S.A. 34:19-3; and that

defendants owed her a duty of fair representation under the adjunct faculty contract. She asserted defendants failed to fulfill their obligations to defend her against mistreatment by the college because Henegan and Clancy harbored discriminatory beliefs about her. Plaintiff claimed Henegan and Clancy made derogatory and disparaging remarks about her during meetings.

Defendants answered the complaint and denied plaintiff's claims. Following discovery, defendants moved for summary judgment, arguing the CBA barred plaintiff's claims. The motion was initially denied as not complying with Rule 4:46-2(a) because it relied on defense counsel's certification, which discussed but did not attach the CBA. Defendants re-filed the motion and attached the CBA.

The motion judge noted the re-filed motion failed "to adhere to the clear requirements of Rule 4:46-1 et seq." However, he concluded he could adjudicate the motion because there were certain material facts, which "cannot reasonably be contested[,] and plaintiff's opposition was "devoid of any material evidence which could permit the [c]ourt to deny . . . summary judgment."

The judge found the record established the following uncontested material facts. Adjunct contracts "are offered on a semester basis with no guarantee or promise of future employment upon their expiration." Plaintiff's contract said

her employment was temporary, expiring "immediately at the end of the stated term[,] " and reappointment was not guaranteed.

Defendants could not grieve plaintiff's claims because the CBA stated the grievance procedure was not "applicable to non-renewal[,] or any other decision of the Board of Trustees to not offer a contract to a [b]argaining [u]nit member, nor shall the reason for such decision be grievable." Therefore, defendants did not violate the duty of fair representation for not pursuing an issue that could not be grieved.

The judge further noted plaintiff lacked standing to pursue her breach of contract and breach of the implied covenant of good faith and fair dealing claims, because the CBA was between AFTNJ and the college. The judge granted defendants summary judgment and dismissed plaintiff's complaint with prejudice.

On appeal, plaintiff argues summary judgment should not have been granted where defendants failed to file a statement of material facts as required by Rule 4:46-2(a). She asserts defendants breached their duty of fair representation because they initially agreed to file a grievance, but then arbitrarily declined to pursue it. Further, the judge could not grant summary

judgment because defendants failed to answer all the interrogatories, and discovery was incomplete.

Summary judgment is appropriate "if the pleadings, depositions, answers to interrogatories and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact challenged and that the moving party is entitled to a judgment or order as a matter of law." R. 4:46-2(c). The determination requires the motion judge to consider "whether the competent evidential materials presented, when viewed in the light most favorable to the non-moving party, are sufficient to permit a rational factfinder to resolve the alleged disputed issue in favor of the non-moving party." Brill v. Guardian Life Ins. Co., 142 N.J. 520, 540 (1995). "[W]hen the evidence 'is so one-sided that one party must prevail as a matter of law,' . . . the trial court should not hesitate to grant summary judgment." Ibid. (quoting Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 252 (1986)). "[W]e review [a] trial court's grant of summary judgment de novo[,] under the same standard as the trial court." Templo Fuente De Vida Corp. v. Nat'l Union Fire Ins. Co., 224 N.J. 189, 199 (2016).

Pursuant to these principles, we affirm substantially for the reasons expressed in the motion judge's opinion. We add the following comments.

Although the judge's opinion referenced that defendants' second motion did not adhere to all facets of the summary judgment rule, defendants appear to have provided a statement of material facts. Indeed, plaintiff's opposition to the motion responded to defendants' statement of material facts in a paragraph-by-paragraph fashion. Regardless, the motion attached the adjunct faculty contract and CBA, which provided the motion judge with the facts necessary to adjudicate summary judgment.

Also, we discern no reversible error on account of the unanswered interrogatories. The judge heard the summary judgment motion more than three months after the discovery end date. Plaintiff never moved to extend discovery pursuant to Rule 4:24-1(c). And as the judge noted, plaintiff did "not, by [a]ffidavit or [c]ertification, present[] any facts which would warrant denial of the . . . motion."

We are unconvinced the unanswered interrogatories would have thwarted summary judgment. Those interrogatories inquired about the classes taught by Henegan and Clancy, and the AFTNJ's secretary, who was not a named party. Even if defendants had answered these questions, their answers would not have led to a different outcome because plaintiff's claims were barred from being grieved by the CBA.

Affirmed.

I hereby certify that the foregoing  
is a true copy of the original on  
file in my office.

A handwritten signature in black ink, appearing to be the initials 'AW' or similar, written in a cursive style.

CLERK OF THE APPELLATE DIVISION