

P.E.R.C. NO. 87-19

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

JERSEY CITY MEDICAL CENTER and  
AFSCME, COUNCIL 52, LOCAL 2254, AFL-CIO,

Respondents,

-and-

Docket No. CI-86-8-74

JOSEPH SHINE,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission denies summary judgment motions made by the Jersey City Medical Center and AFSCME, Council 52, Local 2254, AFL-CIO to dismiss an unfair practice charge filed by Joseph Shine. The charge alleged Local 2254 violated the New Jersey Employer-Employee Relations Act when it failed to file a grievance contesting Shine's discharge and that the Center violated the Act when it discharged Shine in violation of the collective bargaining agreement. The Commission finds that the existence of material facts require a hearing to consider the merits of the unfair practice charge.

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

JERSEY CITY MEDICAL CENTER and  
AFSCME, COUNCIL 52, LOCAL 2254, AFL-CIO,

Respondents,

-and-

Docket No. CI-86-8-74

JOSEPH SHINE,

Charging Party.

Appearances:

For the Respondent, Grotta, Glassman & Hoffman, Esqs.  
(M. Joan Foster, of Counsel)

For the Respondent, Oxfeld, Cohen & Blunda, Esqs.  
(Sanford R. Oxfeld, of Counsel)

For the Charging Party, Mark E. Gold, Esq.

DECISION AND ORDER

On August 23 and October 23, 1985 Joseph Shine filed an unfair practice charge, and amended charge, respectively, against AFSCME, Council 52, Local 2254, AFL-CIO ("Local 2254") and Jersey City Medical Center ("Center"). The charge, as amended, alleges Local 2254 violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. ("Act"), specifically subsections 5.4(b)(1) and (5)<sup>1/</sup> when it "failed to file a grievance or

---

<sup>1/</sup> These subsections prohibit employee organizations, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this act; and (5) Violating any of the rules and regulations established by the commission."

otherwise contest the charging party's wrongful discharge and acted arbitrarily and in bad faith." The charge specifically alleges:

The employee organization failed to fairly represent to charging party in that it failed to fully investigate the charges of incompetence lodged against the charging party; failed to ask the charging party to respond to the charges of incompetence against him; failed to present the charging party with the factual allegations against him or obtain same from the employer; failed to protect charging party's civil service status; failed to notify the charging party of its decision not to process a grievance on his behalf, or return telephone calls or answer letter request for a grievance hearing thus prejudicing charging party; considered charging party's case in a perfunctory manner; colluded with the employer to deny the charging party his rights, not wanting to "make waves;" failed to consider disparate treatment between charging party and EMT partner at time of alleged incidents of incompetence.

The charge, as amended, alleges that the Center violated the Act, specifically subsections 5.4(a)(1), (5) and (7),<sup>2/</sup> when "[it] terminated [Shine] without just cause in violation of the Collective Bargaining Agreement between employer and employee organization" and colluded with Local 2254 to terminate him and deny him a hearing even though the Center knew he was a competent employee.

---

2/ These subsections prohibit public employers, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this act; (5) Refusing to negotiate in good faith with a majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit, or refusing to process grievances presented by the majority representative; and (7) Violating any of the rules and regulations established by the commission."

On November 21, 1985, the Director of Unfair Practices issued a Complaint and Notice of Hearing. On November 27, 1985, Local 2254 filed its Answer. It denied that it failed to adequately represent Shine and contended the charge was untimely.<sup>3/</sup> On December 2, 1985, the Center filed its Answer. It denied the material allegations contained in the charge.

On January 13 and 31, 1986, Local 2254 and the Center filed motions for summary judgment and a stay of the scheduled hearings. On February 4, 1986, Chairman Mastriani referred the motions to Hearing Examiner Richard Gwin. On February 6, 1986, the Hearing Examiner granted the stay. On February 24, 1986, Shine filed briefs and affidavits opposing the motions.

On March 20, 1986, the Hearing Examiner granted the motions and recommended dismissal of the Complaint. H.E. No. 86-45, 12 NJPER 253 (¶17107 1986). He found, as a matter of law, that Local 2254 did not breach its duty to Shine, stating:

The undisputed facts are that Shine and a union representative, Mason, met with the Personnel Director, Doyle, on or about February 22, 1985. As a result of that meeting, an arrangement was made by which Shine would be transferred to the stockroom. He worked in the stockroom for a couple of weeks and did not like it. He met again with Mason and Doyle on March 14, 1984. Shine wanted his EMT job back. Doyle didn't think he was qualified. Shine refused to

---

<sup>3/</sup> On September 14, 1984, Shine filed a Complaint in Superior Court. On July 18, 1985, the court transferred this matter to the Commission. Given this, we conclude the filing is timely. Kaczmarek v. New Jersey Turnpike Authority, 77 N.J. 329 (1978).

stay in the stockroom and decided to quit. He thought he was entitled to a hearing. Doyle refused because Shine was a provisional. Shine does not allege that, when he was dismissed on March 14, 1984, he asked Mason (who was there with him) to file a grievance or begin an investigation. He did not make that request until he wrote his letter on April 9, 1984, which stated that, "as of today, I feel I was terminated...unjustly [and]...I am requesting that a grievance be filed, and an investigation...be conducted." When Shine wrote the letter, it was already too late to file the grievance by more than two weeks (see Article 17.1 quoted on page 5 supra.).

I hold, as a matter of law, that a union does not violate its duty to fairly represent a union member when it refuses the member's request to process a grievance if that request is not made until well after the grievance can be timely filed and where there are no facts showing that the union otherwise acted arbitrarily, discriminatorily, or in bad faith. cf. In re John E. Runnells Hospital, P.E.R.C. No. 85-91, 11 NJPER 16064 (1985), affirming H.E. No. 85-22, 11 NJPER 16005 (1984).

He also recommended dismissal of the Complaint against the Center.

In pertinent part, he said:

The thrust of Shine's charge is that he was dismissed without just cause and that, despite his request, Local 2254 failed to grieve or investigate his dismissal. He does not allege that his removal from the EMT position [and] his transfer to the stockroom or his dismissal were forms of retaliation for his exercise of protected activity. Thus, the Center cannot be held liable for exercising its managerial prerogative of transfer or dismissal. Teaneck Bd. of Education v. Teaneck Teacher's Assn., 94 NJ 916 (1983); In re IFPTE, Local 195, 88 NJ 393 (1982). The Center cannot be found in violation of the Act for failing to process a grievance because neither Local 2254 nor Shine filed one. The fact that the Center (or Local 2254) did not apprise Shine of his civil service status does not invoke the jurisdiction of the Public

Employment Relations Commission. Shine alleges no facts showing that the Center (or Local 2254) violated any Commission rules or regulations. Shine lacks standing to bring a 5.4(a)(5) action against the employer because he has failed to establish that Local 2254 violated its duty to fairly represent him in refusing to process his grievance. In re N.J. Turnpike Authority, P.E.R.C. No. 81-64, 6 NJPER 560 (¶11284 1980) aff'd App. Div. No. A-1263-80T3 (10/30/81); Middlesex County, P.E.R.C. No. 81-62, 6 NJPER 555 (¶11282 1980).

On April 14, 1986, after receiving an extension of time, Shine filed exceptions. He contends the Hearing Examiner erred in concluding that (1) it was necessary to allege that his removal was in retaliation for his protected activities; (2) the Center had the managerial prerogative to transfer and dismiss him; (3) he failed to file a grievance or request the Union or Mason to file one; (4) Respondents did not violate any Commission rules and regulations; (5) he lacks standing to bring a 5.4(a)(5) charge against the Center; (6) the Union did not act arbitrarily or in bad faith; and (7) provisional employees cannot submit discharges to binding arbitration.

The key aspect of the charging party's case is his claim that Local 2254 violated the duty of fair representation it owed to him. The standards we must apply in analyzing such a claim are settled and are set forth in OPEIU Local 153, P.E.R.C. No. 84-60, 10 NJPER 12 (¶15007 1983):

In the specific context of a challenge to a union's representation in processing a grievance, the United States Supreme Court has held: "A breach of the statutory duty of fair representation occurs only when a union's conduct

towards a member of the collective bargaining unit is arbitrary, discriminatory, or in bad faith." Vaca v. Sipes, 386 U.S. 171, 190 (1967) ("Vaca"). The courts and this Commission have consistently embraced the standards of Vaca in adjudicating such unfair representation claims. See e.g., Saginario v. Attorney General, 87 N.J. 480 (1981); In re Board of Chosen Freeholders of Middlesex County, P.E.R.C. No. 81-62, 6 NJPER 555 (¶11282 1980), aff'd App. Div. Docket No. A-1455-80 (April 1, 1982), pet. for certif. den. (6/16/82) ("Middlesex County"); New Jersey Turnpike Employees Union Local 194, P.E.R.C. No. 80-38, 5 NJPER 412 (¶10215 1979) ("Local 194"); In re AFSCME Council No. 1, P.E.R.C. No. 79-28, 5 NJPER 21 (¶10013 1978). [Id. at 13-14]

This case comes before us on a motion for summary judgment. Pursuant to N.J.A.C. 19:14-4.8(d), summary judgment is appropriate:

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 movant...is entitled to its requested relief as a matter of law....

In Essex Cty. Educational Services Commission, P.E.R.C. No. 83-65, 9 NJPER 19 (¶14009 1982) we said:

A motion for summary judgment is to be granted with extreme caution, the moving papers are to be considered in the light most favorable to the party opposing the motion, all doubts are to be resolved against the movant, and the summary judgment procedure is not to be used as a substitute for a plenary trial. In light of these principles, the Commission has been reluctant to grant summary judgments. [Id. at 20; citations omitted.]

We hold, based upon the record before us at this stage of the case, that summary judgment should not have been granted. We are not convinced that Local 2254 is entitled to judgment as a matter of law. The Hearing Examiner granted the motion because

Shine did not make a written request for the union to file a grievance until well after the time period for filing grievances had expired. If this were all this case involved, we might be inclined to agree. See New Jersey Sports and Exposition Authority, D.U.P. No. 84-10, 9 NJPER 611 (¶14251 1983), aff'd P.E.R.C. No. 84-66, 10 NJPER 23 (¶15013 1983). But Shine's claim is more than that. He alleges that he orally requested the union to file a grievance and have a hearing immediately upon learning that the Center would not return him to his previous job as emergency medical technician and that he followed up this request in several phone calls to the union -- calls which were not returned. Further, he specifically alleges that the union represented to him that he would be permitted a hearing concerning his removal from the EMT position in the event he was not satisfied with his transfer to the stockroom. His affidavit states:

Ms. Mason, Local 2254 President, told me to try a transfer to the stockroom and if I was dissatisfied with that job and wanted my EMT position back, I could have a hearing to determine my job status. This was said in the presence of another employee, Darren Moore, whose certification is annexed hereto.

Finally, he alleges the union did not even investigate his grievance to determine whether his claim had merit. At this stage of this case, and mindful that we are to consider papers in the light most favorable to Shine, we believe that sufficient material facts exist regarding the union's conduct to preclude granting summary judgment. The following questions exist, among others, regarding



the union's conduct: Did it represent that Shine could have a hearing on his EMT position if he were dissatisfied with his stockroom position? If so, did it mislead Shine intentionally and why did it not pursue this claim? Did Shine, as alleged, make a timely request for the union to file a grievance? If so, why didn't the union respond? Did the union investigate the grievance? Did the grievance have contractual merit? What is the union's policy regarding other like situations? We do not know the answers to these questions or others that could be raised. Indeed, it may well be that Local 2254 acted entirely properly. But such a determination will have to be made after a hearing.

Given the foregoing, we also believe that summary judgment should not have been granted in favor of the Center. Shine has charged the employer violated subsection 5.4(a)(5) by discharging him in violation of the collective negotiations agreement. Such an individual claim may be considered under our case law if the charging party first proves that his majority representative violated its duty of fair representation. New Jersey Turnpike Authority, P.E.R.C. No. 81-64, 6 NJPER 560 (¶11284 1980). Shine alleges it did not have just cause to remove him from his EMT position and his transfer raises a constructive discharge claim. We recognize that the Center claims it had "cause" to remove or transfer him<sup>4/</sup> and that he voluntarily quit his stockroom

---

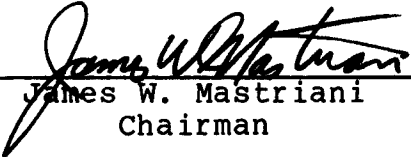
<sup>4/</sup> The Center has a managerial prerogative to transfer employees, but Shine has claimed what amounts to a disciplinary demotion.

position. Such claims are viable, if proved, but are more appropriately resolved after a hearing.<sup>5/</sup>

ORDER

The motions for summary judgment are denied. The matter is remanded to the Hearing Examiner for a hearing.

BY ORDER OF THE COMMISSION

  
James W. Mastriani  
Chairman

Chairman Mastriani, Commissioners Hipp, Johnson, Smith and Wenzler voted in favor of this decision. None opposed. Commissioner Reid was not present.

DATED: Trenton, New Jersey  
September 25, 1986  
ISSUED: September 26, 1986

---

<sup>5/</sup> We do, however, agree with the Hearing Examiner that summary judgment was properly granted dismissing the 5.4(a)(1) and (7) allegations.

H.E. NO. 86-45

STATE OF NEW JERSEY  
BEFORE A HEARING EXAMINER OF THE  
PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

JERSEY CITY MEDICAL CENTER and  
AFSCME, COUNCIL 52, LOCAL 2254, AFL-CIO,

Respondent,

-and-

Docket No. CI-86-8-74

JOSEPH SHINE,

Charging Party.

SYNOPSIS

The Hearing Examiner grants motions for summary judgment and recommends dismissal of charges filed by Joseph Shine against the Jersey City Medical Center ("Center") and A.F.S.C.M.E., Council 52, Local 2254 ("Local 2254"). Shine alleges that the Center dismissed him without just cause [5.4(a)(1), (5) and (7)] and that Local 2254 failed to grieve or investigate the dismissal [5.4(b)(1) and (5)]. The Hearing Examiner finds that Shine fails to allege an actionable offense against the Center because: (1) it exercised managerial prerogatives when it transferred and eventually (constructively) dismissed him [no (a)(3) allegation], (2) it did not fail to process a grievance because neither Local 2254 nor Shine presented one; and (3) Shine did not state an actionable duty of fair representation charge against Local 2254.

The Hearing Examiner finds that Shine fails to allege an actionable (DFR) offense against Local 2254 because Shine did not ask the Local to grieve or investigate his dismissal until well after the contractual time limit for filing grievances had expired (and there are no other facts showing that Local 2254 acted arbitrarily, discriminatorily or in bad faith).

H.E. NO. 86-45

STATE OF NEW JERSEY  
BEFORE A HEARING EXAMINER OF THE  
PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

JERSEY CITY MEDICAL CENTER and  
AFSCME, COUNCIL 52, LOCAL 2254, AFL-CIO,

Respondent,

-and-

Docket No. CI-86-8-74

JOSEPH SHINE,

Charging Party.

Appearances:

For the Respondent, Grotta, Glassman & Hoffman, Esqs.  
(M. Joan Foster, Esq.)

For the Respondent, Oxfeld, Cohen & Blunda, Esqs.  
(Sanford R. Oxfeld, Esq.)

For the Charging Party,  
(Mark E. Gold, Esq.)

HEARING EXAMINER'S RECOMMENDED REPORT AND DECISION  
ON MOTION FOR SUMMARY JUDGMENT

On August 23, 1985, Joseph Shine filed an unfair practice charge against the Jersey City Medical Center ("Center") and AFSCME, Council 52, Local 2254, AFL-CIO ("Local 2254") alleging that the Center violated sections 5.4(a)(1), (5) and (7)<sup>1/</sup> and Local 2254

---

<sup>1/</sup> These subsections prohibit public employers, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this act; (5) Refusing to

sections 5.4(b)(1) and (5)<sup>2/</sup> of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. ("Act").

The charge, as amended on October 21, 1985, alleges that the Center discharged Shine without just cause; failed to afford him his proper civil service status; failed to investigate the incidents for which he was discharged; failed to consider his employment record; and terminated him because his supervisor did not like him.

Shine alleges that Local 2254 failed to grieve his discharge, despite his request to do so; failed to investigate the charges lodged by the Center against him; failed to protect his civil service status; failed to notify him of its decision not to file a grievance; and generally treated his discharge perfunctorily.

On October 8, 1985, a Commission staff agent conducted an exploratory conference. On October 11, 1985 and again on October 22, 1985, Local 2254 filed legal memoranda urging the Commission to dismiss the unfair practice charge because it failed to state an actionable offense.

---

1/ Footnote Continued From Previous Page

negotiate in good faith with a majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit, or refusing to process grievances presented by the majority representative; (7) Violating any of the rules and regulations established by the commission."

2/ These subsections prohibit employee organizations, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this act; (5) Violating any of the rules and regulations established by the commission."

On October 21, 1985, Shine amended his charge and submitted a positional statement asserting that Local 2254's conduct violated its duty to fairly represent him.

On November 21, 1985, the Director of Representation issued a Complaint and a Notice of Hearing scheduling hearing dates for January 25, 29 and 30, 1986.

Answers were filed by Local 2254 on November 27, 1985 and the Center on December 2, 1985.

Motions for Summary Judgment were filed by Local 2254 on January 13, 1986 and the Center on January 31, 1986. On February 4, 1986, the Chairman referred the motions and a request to stay the hearing to me. On February 6, 1986, I granted the request to stay. Shine was granted an extension and filed a brief and affidavits opposing the motions on February 24, 1986.

Shine was hired by the Center as a per diem Emergency Medical Technician ("EMT") in July, 1982. He became a full-time professional employee on October 9, 1982. Although Shine was not aware of the fact, he remained a provisional employee until his employment with the Center was terminated on March 14, 1984.

On or about February 22, 1984, Shine met with Local 2254 President Debby Mason and Personnel Director John J. Doyle. Doyle told Shine that the Director of Emergency Medical Services had concluded that Shine should be removed from his EMT position. The Director apparently concluded that Shine was not fit for the EMT position based, in part, on two incidents: one where Shine

allegedly failed to recognize a life threatening situation (cardiac arrest and diabetic coma); and one were Shine allegedly caused an accident that seriously damaged an ambulance and prevented him from completing a call. Shine vigorously disagrees that he is unfit to hold an EMT position and cites as an example of his competence a commendation he received for his handling of a cardiopulmonary arrest patient in August, 1983.

As a result of the meeting, Shine was removed from the EMT position and transferred to the stockroom. The transfer was apparently the result of an agreement reached by the parties at the meeting.

On March 14, 1984, Shine again met with Mason and Doyle. He told them that he didn't like working in the stockroom. Doyle advised Shine that his only alternative was termination. Shine chose termination and demanded a hearing on his removal from the EMT position. Doyle told him that he was not entitled to a hearing because he was a provisional employee.

Shine asserts that, after several unsuccessful attempts to contact Mason by phone, he wrote her a letter on April 9, 1984. The letter states that, "...as of today, I feel I was terminated as an Emergency Medical Technician employee unjustly. With this letter, I am requesting that a grievance be filed, and an investigation into this matter be conducted..."

The contract between the Center and Local 2254 provides that:

17.1 [Grievance and Arbitration Procedure]

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, and which is presented to the Employer within ten (10) working days of its occurrence or discovery shall be settled in the following manner..."

Shine's April 9, 1984 letter was addressed to Mason, care of the Center, and the return receipt, dated April 11, 1984, was signed by somebody named "Williams."

Assuming that Mason received the letter, Shine's request to file a grievance and conduct an investigation was made beyond the contractual time limit set forth in Article 17.1. No grievance was filed.

On September 14, 1984, Shine filed a complaint in Superior Court. On July 18, 1985, the parties signed a Consent Order transferring the case to the Commission. Shine filed his original charge on August 23, 1985. For purposes of this ruling, I consider the charge timely.

Pursuant to N.J.A.C. 19:14-4.8(d), summary judgment may be granted: "[i]f 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..."

A motion for summary judgment will be granted with extreme caution. The moving papers are to be considered in the light most favorable to the party opposing the motion and all doubts are to be resolved against the movant. The summary judgment procedure is not to



be used as a substitute for plenary trial. Baer v. Sorbello, 177 N.J. Super. 182, 185 (App. Div. 1981). In light of these principles, the Commission has been reluctant to grant summary judgments. See, Essex County Educational Services Commission, P.E.R.C. No. 83-65, 9 NJPER 19, 20 (¶14009 1982).

I conclude that both motions should be granted.

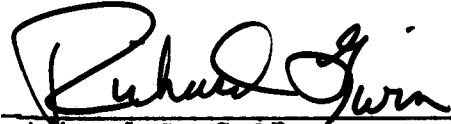
The thrust of Shine's charge is that he was dismissed without just cause and that, despite his request, Local 2254 failed to grieve or investigate his dismissal. He does not allege that his removal from the EMT position, his transfer to the stockroom or his dismissal were forms of retaliation for his exercise of protected activity. Thus, the Center cannot be held liable for exercising its managerial prerogative of transfer or dismissal. Teaneck Bd. of Education v. Teaneck Teacher's Assn., 94 NJ 916 (1983); In re IFPTE, Local 195, 88 NJ 393 (1982). The Center cannot be found in violation of the Act for failing to process a grievance because neither Local 2254 nor Shine filed one. The fact that the Center (or Local 2254) did not apprise Shine of his civil service status does not invoke the jurisdiction of the Public Employment Relations Commission. Shine alleges no facts showing that the Center (or Local 2254) violated any Commission rules or regulations. Shine lacks standing to bring a 5.4(a)(5) action against the employer because he has failed to establish that Local 2254 violated its duty to fairly represent him in refusing to process his grievance. In re N.J. Turnpike Authority, P.E.R.C. No. 81-64, 6 NJPER 560 (¶11284 1980) aff'd App. Div. No. A-1263-80T3 (10/30/81); Middlesex County, P.E.R.C. No. 81-62, 6 NJPER 555 (¶11282 1980).

The undisputed facts are that Shine and a union representative, Mason, met with the Personnel Director, Doyle, on or about February 22, 1985. As a result of that meeting, an arrangement was made by which Shine would be transferred to the stockroom. He worked in the stockroom for a couple of weeks and did not like it. He met again with Mason and Doyle on March 14, 1984. Shine wanted his EMT job back. Doyle didn't think he was qualified. Shine refused to stay in the stockroom and decided to quit. He thought he was entitled to a hearing. Doyle refused because Shine was a provisional. Shine does not allege that, when he was dismissed on March 14, 1984, he asked Mason (who was there with him) to file a grievance or begin an investigation. He did not make that request until he wrote his letter on April 9, 1984, which stated that, "as of today, I feel I was terminated...unjustly [and]...I am requesting that a grievance be filed, and an investigation...be conducted." When Shine wrote the letter, it was already too late to file the grievance by more than two weeks (see Article 17.1 quoted on page 5 supra.).

I hold, as a matter of law, that a union does not violate its duty to fairly represent a union member when it refuses the member's request to process a grievance if that request is not made until well after the grievance can be timely filed and where there are no facts showing that the union otherwise acted arbitrarily, discriminantly, or in bad faith. cf. In re John E. Runnells Hospital, P.E.R.C. No. 85-91, 11 NJPER 16064 (1985), affirming H.E. No. 85-22, 11 NJPER 16005 (1984).

Based on the pleadings and all of the parties submissions in this case, and resolving all inferences in favor of Shine, I conclude that no material issues exist that would be more appropriately resolved at a hearing and that the Center and Local 2254 are entitled, as a matter of law, to the relief they seek.

Accordingly, I recommend that the Commission dismiss the complaint in its entirety.



---

Richard C. Gwin  
Hearing Examiner

DATED: March 20, 1986  
Trenton, New Jersey