P.E.R.C. NO. 88-130

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

RUTGERS, THE STATE UNIVERSITY &
AFSCME, COUNCIL 52, LOCAL 888,

Respondents,

-and- Docket No. CI-H-88-6

DAVID L. JENNINGS,

Charging Party.

SYNOPSIS

The Public Employment Relations Commission dismisses a Complaint based on an unfair practice charge filed by David L. Jennings against Rutgers, The State University and AFSCME, Council 52, Local 888. The charge alleged that Rutgers violated the New Jersey Employer-Employee Relations Act when it terminated Jennings without cause and that Local 888 violated the Act when it failed to properly represent Jennings at a grievance hearing contesting his discharge. The Commission, in agreement with a Hearing Examiner, finds that Jennings did not prove the Complaint's allegations.

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DAVID L. JENNINGS,

Charging Party.

Appearances:

For the Respondent University, Christine B. Mowry, Director Office of Employee Relations

For the Respondent, AFSCME, Oxfeld, Cohen, Blunda, Friedman, LeVine & Brooks, Esqs. (Sanford R. Oxfeld, of counsel)

For the Charging Party, David L. Jennings, pro se

DECISION AND ORDER

On September 1, 1987, David L. Jennings filed an unfair practice charge against Rutgers, The State University ("Rutgers") and AFSCME, Council 52, Local 888 ("Local 888"). The charge alleges that Rutgers violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically subsection 5.4(a)(5),[1/] when it terminated Jennings without cause. The

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1/ This subsection prohibits public employers, their representatives or agents from: "(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."

charge alleges that Local 888 violated the Act, specifically subsection 5.4(b)(3),[2/] when it failed to properly represent him at a grievance hearing contesting his discharge.

On December 24, 1987, a Complaint and Notice of Hearing issued. On January 11, 1988, Rutgers filed its Answer. It contends that Jennings was terminated for cause. As affirmative defenses, it contends the allegations do not set forth a cause of action and that Jennings, as an individual, does not have standing to allege a refusal to negotiate in violation of subsection 5.4(a)(5). On February 3, 1988, AFSCME filed its Answer. It denies the Complaint's allegations. It contends it properly represented Jennings during the grievance procedure and then decided, in good faith, not to proceed to arbitration.

On March 25, 1988, Hearing Examiner Alan R. Howe conducted a hearing. Jennings testified and introduced exhibits. At the conclusion of Jennings' case, the Hearing Examiner granted both respondents' motions to dismiss. He concluded that Jennings, as an individual, did not have standing to allege that Rutgers had refused to negotiate in good faith with Local 888. He further concluded that Jennings had not submitted evidence that Local 888 violated its

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2/ This subsection prohibits employee organizations, their representatives or agents from: "(3) Refusing to negotiate in good faith with a public employer, if they are the majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit."

duty to fairly represent him. H.E. No. 88-48, 14 NJPER ___ (¶_____ 1988).

On April 25, 1988, Jennings filed exceptions.[3/] He contends that the Hearing Examiner should not have granted the motion to dismiss. On May 3, 1988, Rutgers filed a letter urging adoption of the Hearing Examiner's recommendation.

We have reviewed the record. The Hearing Hearing Examiner's findings of fact (pp. 4-7) are accurate. We adopt and incorporate them here.

We also agree that the Complaint should be dismissed. Jennings did not present evidence that would establish that Local 888 violated its duty to him and therefore Jennings does not have standing to allege that Rutgers refused to negotiate in good faith with Local 888.

ORDER

The Complaint is dismissed.

BY ORDER OF THE COMMISSION

James W. Mastriani
Chairman

Chairman Mastriani, Commissioners Bertolino, Johnson, Smith and Wenzler voted in favor of this decision. None opposed. Commissioner Reid abstained.

DATED: Trenton, New Jersey
May 25, 1988
ISSUED: May 26, 1988

3/ Jennings requested oral argument. We deny that request.

H.E. NO. 88-48

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

In the Matter of

RUTGERS, THE STATE UNIVERSITY &
AFSCME, COUNCIL 52, LOCAL 888,

Respondents,

-and- Docket No. CI-H-88-6

DAVID L. JENNINGS,

Charging Party.

SYPNOSIS

A Hearing Examiner recommends that the Commission find that the Respondent Rutgers did not violate §5.4(a)(5) of the New Jersey Employer-Employee Relations Act when it terminated Jennings for just cause. Such a charge was dismissed at the conclusion of the Charging Party's case based upon New Jersey Turnpike Authority (Jeffrey Beall), P.E.R.C. No. 81-64, 6 NJPER 560 (¶11284 1980). Additionally, the Hearing Examiner recommended that Jennings' charge against AFSCME should be dismissed because he had not proven a breach of the duty of fair representation even by a scintilla of evidence.

A Hearing Examiner's decision to dismiss is not a final administrative determination of the Public Employment Relations Commission. The Charging Party has ten days from the date of the decision to request review by the Commission or else the case is closed.

H.E. NO. 88-48

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

In the Matter of

RUTGERS, THE STATE UNIVERSITY &
AFSCME, COUNCIL 52, LOCAL 888,

Respondents,

-and- Docket No. CI-H-88-6

DAVID L. JENNINGS,

Charging Party.

ERRATA

Page 9. Add line 21 (omitted from printed copy):

had not improperly refused to take Beall's grievance to arbitration

Page 11, line 8 should read:

hereinafter, AFSCME did not breach its duty of fair

Alan R. Howe
Hearing Examiner

Dated: April 20, 1988
Trenton, New Jersey

H.E. NO. 88-48

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

In the Matter of

RUTGERS, THE STATE UNIVERSITY &
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Respondents,

-and- Docket No. CI-H-88-6

DAVID L. JENNINGS,

Charging Party.

Appearances:

For the Respondent Rutgers
Christine B. Mowry, Director, Office of Employee Relations

For the Respondent AFSCME
Oxfeld, Cohen, Blunda, Friedman, LeVine & Brooks, Esqs.
(Sanford R. Oxfeld, Esq.)

For the Charging Party
George F. Hendricks, Esq.
(Peter J. Hendricks, Esq.)

HEARING EXAMINER'S DECISION AND ORDER
ON RESPONDENTS' MOTIONS TO DISMISS

An Unfair Practice Charge was filed with the Public Employment Relations Commission (hereinafter the "Commission") on September 1, 1987, by David L. Jennings (hereinafter the "Charging Party" or "Jennings") alleging that Rutgers, The State University (hereinafter "Rutgers") and AFSCME, Council 52, Local 888 (hereinafter "AFSCME") have engaged in unfair practices within the meaning of the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13A-1 et seq. (hereinafter the "Act").

As to Rutgers, Jennings alleges that he was terminated without just cause on April 17, 1987, and complains that Rutgers was without an adequate basis to terminate him based on his prior disciplinary history, or lack thereof, between May 5, 1986 and the date of his termination on April 17, 1987. As to AFSCME, Jennings alleges that it breached its duty of fair representation by handling his termination grievance in the grievance procedure with indifference and by failing to permit Jennings to speak for himself and to explain his grievance during the various steps of the grievance procedure and, finally, Jennings alleges that AFSCME acted in bad faith by not submitting his termination to binding arbitration.

Jennings alleges that Rutgers by its conduct violated N.J.S.A. 34:13A-5.4(a)(5) of the Act.[1/] Jennings alleges that AFSCME by its conduct violated N.J.S.A. 34:13A-5.4(b)(3) of the Act.[2/]

1/ This subsection prohibits public employers, their representatives or agents from: "(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."

2/ This subsection prohibits public employee representatives or their agents from: "(3) Refusing to negotiate in good faith with a public employer, if they are the majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit."

Footnote Continued on Next Page

It appearing that the allegations of the Unfair Practice Charge, if true, may constitute unfair practices within the meaning of the Act, a Complaint and Notice of Hearing was issued on December 24, 1987. Pursuant to the Complaint and Notice of Hearing, a hearing was held on March 25, 1988 in Newark, New Jersey, at which time the Charging Party was given an opportunity to examine witnesses and present relevant evidence. At the conclusion of the Charging Party's case, the Respondents made separate Motions to Dismiss on the record and the Hearing Examiner, after hearing oral argument, granted the Motions of the Respondents to dismiss for the reasons set forth on the record as expanded upon in this decision.

An Unfair Practice Charge having been filed with the Commission, a question concerning alleged violations of the Act, as amended, exists and, after hearing, and upon the record made by the Charging Party only, and after consideration of the oral argument

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2/ Footnote Continued From Previous Page

The Hearing Examiner, having recognized during the course of the hearing, infra, that the Charging Party had erred in alleging a violation of §5.4(b)(3) of the Act as to AFSCME, has treated the Charging Party's allegations and proofs as if he had alleged a violation of §5.4(b)(1) of the Act. This subsection implicates a breach of the duty of fair representation, which was fully litigated by Jennings in his case: Commercial Tp. Bd. of Ed., P.E.R.C. No. 83-25, 8 NJPER 550 (¶13253 1982), aff'd App. Div. Dkt. No. A-1642-82T2 (1983). Section 5.4(b)(1) of the Act prohibits public employee representatives or their agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this act."

of the parties, the matter is appropriately before the Commission by its designated Hearing Examiner for determination.

Upon the record made by the Charging Party only, the Hearing Examiner makes the following:

FINDINGS OF FACT

1. Rutgers, The State University is a public employer within the meaning of the Act, as amended, and is subject to its provisions.

2. AFSCME, Council 52, Local 888, is a public employee representative within the meaning of the Act, as amended, and is subject to its provisions.

3. David L. Jennings is a public employee within the meaning of the Act, as amended, and is subject to its provisions.

4. Jennings was hired in October 1983 and at the time of his termination on April 17, 1987, he was employed as a Maintenance Mechanic in the Dining Service Department.

5. At least since February 1, 1985, and continuing through April 16, 1987, Jennings has had attendance problems, primarily due to his use of accrued sick time. For example, on June 7, 1985, a Rutgers administrator, Robert S. Kramer, put Jennings on notice in a meeting with him that any time thereafter that he was out on sick leave he would have to document it with a physician's note or he would not be paid (CP-2). Evidence that this problem continued is indicated by an October 17, 1986 letter from David K. Stern, a Rutgers manager, to Jennings that he was suspended

for one day for poor attendance and continually using up his accrued sick time (CP-4). Jennings registered an objection to CP-4 with Evelyn Smith, an AFSCME shop steward, claiming that he was being harassed by management. Jennings filed a first-step grievance regarding CP-4 but it was never pursued thereafter.

6. Jennings testified that he received 15 sick days per year and that he documented all sick days taken until he was terminated. Exhibit CP-3 was offered to support Jennings' testimony that he documented all sick days taken with medical excuses between February 1, 1985 and May 28, 1987.

7. On October 20, 1986, Stern sent a memo to Jennings in which he suspended him for one day for insubordination on October 17th (CP-5) and Jennings thereafter filed a grievance.[3/]

8. On November 5, 1986, Jennings filed a written grievance, which protested a three-day suspension for cutting open a locker without authorization (CP-6).[4/] Jennings testified that AFSCME never did anything about the discrepancy between his claim that he was suspended for three days and Rutgers' action in suspending him for five days. Jennings described the union's handling of his grievance as "poor."

3/ Jennings was unable to give this history of the grievance since no documentation was available.

4/ Although Jennings insisted that he was suspended for three days the Answer of Rutgers to the grievance states clearly that because of his past progressive disciplinary record he was receiving a five-day suspension without pay (CP-6).

9. On April 16, 1987, Stern issued a formal notice of reprimand to Jennings, which stated that Jennings had called in sick on April 15th and April 16th and that "Due to your past total attendance record...along with your poor work record, you are being terminated effective Friday, April 17, 1987." (CP-7) Jennings did not learn of his termination until he returned to work on April 17, 1987. He later supplied medical documentation for his absence due to illness on April 15th and April 16th (CP-8).

10. Jennings filed a grievance protesting his termination (not offered in evidence) and claimed that in the processing of it shop steward Smith did not present the medical documentation for his absences on April 15 and April 16, supra. However, Jennings' grievance was processed through the third step of the contractual grievance procedure (J-1) and on June 9, 1987, the decision of Rutgers sustaining Jennings' termination was rendered by Betty S. Minor, of the Office of Employee Relations (CP-10). This latter exhibit contains a history of what transpired at a third-step hearing on June 3, 1987, at which representatives of AFSCME were present along with Jennings and Rutgers' supervision. Stern delineated Jennings' disciplinary history and the basis for his decision to terminate. Richard Gollin, on behalf of AFSCME, presented the case for Jennings. Jennings testified at the instant hearing that he was not allowed to present his medical documentation (CP-8, supra) nor was he allowed to speak on his own behalf because Gollin would not let him do so.

11. When Jennings received a copy of the June 9, 1987 summary of what had transpired at the June 3rd hearing (CP-10, supra), he requested that AFSCME submit his grievance to binding arbitration under the collective negotiations agreement (J-1). On June 30, 1987, Gollin sent a letter to Jennings, advising him that AFSCME had decided not to process his grievance to arbitration (CP-11).

12. The unfair practice charge alleges in ¶2, in part, with respect to AFSCME that "...it is my firm position that the union breached its duty of fair representation in that it acted in an arbitrary manner and in bad faith...The union's position during the grievance procedure was callus [sic] and indifferent...the union did not permit me to speak for myself...Finally, it is admitted that the union had sole discretion in determining whether my grievance should have been submitted to binding arbitration...but they chose not to, even in light of the strong position they took on my behalf in the June 9, 1987 letter. It is my position that they acted in bad faith by not submitting same to binding arbitration especially after investigating the charges proffered against me and expressing their position on the matter..." (C-1, p. 2)

DISCUSSION AND ANALYSIS

The Applicable Standard On A Motion To Dismiss.

The Commission in N.J. Turnpike Authority, P.E.R.C. No. 79-81, 5 NJPER 197 (¶10112 1979) restated the standard that it utilizes on a motion to dismiss at the conclusion of the Charging

Party's case, namely, the same standards used by the New Jersey Supreme Court: Dolson v. Anastasia, 55 N.J. 2 (1969). The Commission noted that the courts are not concerned with the worth, nature or extent, beyond a scintilla, of the evidence, but only with its existence viewed most favorably to the party opposing the motion. While the process does not involve the actual weighing of the evidence, some consideration of the worth of the evidence presented may be necessary. Thus, if evidence "beyond a scintilla" exists in the proofs adduced by the Charging Party, the motion to dismiss must be denied.

Rutgers' Motion To Dismiss Is Granted As A Matter Of Law Due To The Lack Of Standing Of The Charging Party To Allege A Violation Of §5.4(a)(5) Of The Act On The Evidence Deduced.

The §5.4(a)(5) allegation by Jennings that Rutgers violated this subsection of the Act must be dismissed. In New Jersey Turnpike Authority (Jeffrey Beall), P.E.R.C. No. 81-64, 6 NJPER 560 (¶11284 1980) the Commission rendered a definitive decision as to when and under what circumstances an individual may charge a public employer with having violated subsection (a)(5) of the Act. In order to understand the Commission's rationale in deciding Beall, it is important to consider the factual setting, which was, briefly, as follows:

Beall was terminated for failure to report to work when scheduled and for taking an unauthorized leave of absence. Beall

filed a grievance, which was processed through the contractual grievance procedure to an administrative hearing, which was the last step prior to arbitration. The hearing officer sustained the discharge and Beall requested that the union proceed to arbitration. However, the Executive Board of the union voted overwhelmingly against arbitration because it concluded there was little likelihood for success. The employer rejected Beall's request that it proceed to arbitration with Beall alone, notwithstanding his offer to arbitrate at his own expense. Finally, Beall contended that the employer and the union by their actions in combination with one another and had conspired to deprive him of his right to pursue his grievance to arbitration, i.e., the employer exerted improper influence on the union not to take Beall's case to arbitration and the union acceded to such pressure.5/

The Commission in Beall adopted the findings and conclusions of the hearing examiner, noting first that the allegation of a §5.4(a)(5) violation amounted to an attempt by Beall to have the merits of his discharge grievance adjudicated as an unfair practice, i.e., that his discharge was not for just cause under the agreement. The Commission then said that since the union had not improperly refused to take Beall's grievance to arbitration

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5/ The Hearing Examiner in Beall, in recommending dismissal of the Complaint, found that the union did not violate its duty of fair representation by refusing to take the case to arbitration and, additionally, that there was no collusion proven between the employer and the union in the decision not to pursue the grievance to arbitration: H.E. No 81-7, 6 NJPER 473, 476 (¶11241 1980).

"...we must find that the Authority could not have violated N.J.S.A. 34:13A-5.4(a)(5)..." (6 NJPER at 561).

The Commission next stated that the negotiations obligation in §5.3 of the Act permits majority representatives to file unfair practice charges alleging violations of §5.4(a)(5) based upon claimed breaches of collective negotiations agreements. Since Beall's unfair practice charge amounted to exactly such a claim, the Commission stated:

> As a general matter, we do not believe that an individual employee, in the absence of any allegations of collusion or unfair representation by the majority representative, can use the unfair practice forum to litigate an alleged breach of a collective negotiations agreement unrelated to union activity. The violation of the duty to negotiate terms and conditions of employment implied by such an allegation is more appropriately asserted by the majority representative. It is not an unfair practice for a public employer to refuse to negotiate with an individual employee or even a group of employees if they do not constitute the exclusive majority representative. Therefore, while the breach of a contract may violate certain rights of an individual employee, they are not normally vindicated in the unfair practice forum provided by this Act. (6 NJPER at 561).

The Commission's ultimate decision, in dismissing Beall's Complaint, was based upon the fact that the union had not breached its duty of fair representation and that there had been no proof of

collusion by the employer in the decision of the union not to take Beall's termination to arbitration under the agreement.[6/]

The Hearing Examiner finds and concludes that the facts presented by Jennings at the hearing herein establish no evidence whatsoever of collusion between Rutgers and AFSCME in the matter of AFSCME's refusal to process his grievance to binding arbitration under the agreement. As will be apparent from my discussion hereinafter, AFSCME did not breach its duty of fair representation. Thus, the facts in this case on all fours with Beall and the Complaint against Rutgers must be dismissed.

AFSCME's Motion To Dismiss Is Granted Since The Charging Party Has Failed To Adduce Even a Scintilla Of Evidence That AFSCME Breached Its Duty Of Fair Representation In Refusing To Take Jennings' Grievance To Arbitration.

As noted previously, the Hearing Examiner is treating Jennings' allegation that AFSCME violated §5.4(b)(3) of the Act as an alleged violation of §5.4(b)(1) since this is the clear import of paragraph 2 of the unfair practice charge (C-1). The facts as found above, based on the Charging Party's proofs at the hearing, do not establish even a scintilla of evidence that AFSCME breached its duty of fair representation in refusing to take Jennings' termination grievance to arbitration.

6/ The Commission also concluded that Beall had failed to prove an independent violation of §5.4(a)(1) of the Act since an individual public employee has no absolute statutory right to process a grievance to arbitration when the union has refused to exercise that right for the employee.

Jennings' disciplinary history as set forth in CP-10 conforms accurately with the separate exhibits offered on behalf of Jennings, namely, CP-1, CP-2, CP-4, CP-5 and CP-7. An examination of what transpired at the third-step hearing on June 3, 1987, (CP-10) makes clear that Rutgers had established by documentation a compelling case for the termination of Jennings on April 17, 1987. Nevertheless, Gollin of AFSCME made what appears to have been an earnest effort to persuade Rutgers that the doctor's notes obtained by Jennings for his sick days were legitimate, that Jennings had not been disciplined since November 1986 and that there were other mitigating factors, enumerated by Gollin at the hearing, which militated against termination. Rutgers, however, was not persuaded by the efforts of Gollin and Jennings' grievance was denied. [See, generally, CP-10, pp. 1-3.]

The Hearing Examiner notes that in adjudicating unfair representation claims, the courts of this State and the Commission have consistently embraced the standards established by the United States Supreme Court in Vaca v. Sipes, 386 U.S. 171, 64 LRRM 2369 (1967). See e.g., Saginario v. Attorney General, 87 N.J. 480 (1981); Distillery Workers Local 209 (James Merricks), P.E.R.C. No. 88-13, 13 NJPER 710 (¶18263 1987); In re Board of Chosen Freeholders of Middlesex County, P.E..C. No. 81-62, 6 NJPER 555 (¶11281 1980), aff'd. Ap. Div. Docket No. A-1455-80 (April 1, 1982), pet. for certif. den. (June 16, 1982); New Jersey Turnpike Employees Union Local 194, P.E.R.C. No. 80-38, 5 NJPER 412 (¶10215 1979); In re

AFSCME Council No. 1, P.E.R.C. No. 79-28, 5 NJPER 21 (¶10013 1978). The Court in Vaca held that

> ...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. 386 U.S. at 190.

In fact, the U.S. Supreme Court has also held that to establish a claim of a breach of the duty of fair representation: ...carries with it the need to adduce substantial evidence of discrimination that is intentional, severe, and unrelated to legitimate union objectives. Amalgamated Assoc. of Street, Electric Railway and Motor Coach Employees of America v. Lockridge, 403 U.S. 274, 301, 77 LRRM 2501, 2512 (1971).

Further, the National Labor Relations Board has held that where a majority representative exercises its discretion in good faith, proof of mere negligence, standing alone, does not suffice to prove a breach of the duty of fair representation. Service Employees Int'l Union, Local No. 579 AFL-CIO, 229 NLRB 692, 95 LRRM 1156 (1977); Printing and Graphic Communication, Local 4, 249 NLRB No. 23, 104 LRRM 1050 (1980), reversed on other grounds 110 LRRM 2928 (1982).[7/]

It is abundantly clear to the Hearing Examiner that Jennings has not proven by even a scintilla of evidence that AFSCME breached its duty

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7/ See, also, Bergen Community College Adult Learning Center, H.E. No. 86-19, 12 NJPER 42 (¶17016 1985), aff'd P.E.R.C. No. 86-77, 12 NJPER 90 (¶17031 1985).

of fair representation under the legal authorities set forth above. Vaca speaks in terms of arbitrary, discriminatory or bad faith conduct on the part of a union representative. Lockridge speaks further in terms of conduct that intentional, severe and unrelated to legitimate union objectives. The NLRB adds that proof of "mere negligence," standing alone, does not suffice to prove a breach of the duty of fair representation.

Finally, Vaca also holds that the decision to refuse to arbitrate a grievance is not in and of itself evidence of a breach of the duty of fair representation. See also, New Jersey Turnpike Employees Union Local 194, supra.

Having found and concluded that Jennings failed to adduce even a scintilla of evidence of the breach of the duty of fair representation by AFSCME, the Hearing Examiner must recommend dismissal of the allegation in the unfair practice charge that AFSCME violated §5.4(b)(1) or (3) of the Act.

* * * *

Accordingly, upon the testimony and documentary evidence adduced in this proceeding by the Charging Party only, the Hearing Examiner makes the following:

ORDER

1. The Respondent Rutgers did not violate N.J.S.A. 34:13A-5.4(a)(5) by its termination of David L. Jennings on April 17, 1987.

2. The Respondent AFSCME did not violate N.J.S.A. 34:13A-5.4(b)(1) or (3) by its conduct in representing David L. Jennings in the grievance procedure in connection with his termination on April 17, 1987, nor did the Respondent AFSCME violate the Act by refusing to submit the grievance of David L. Jennings to arbitration under the collective negotiations agreement.

3. The motions of the Respondents Rutgers and AFSCME to dismiss the Charging Party's Complaint are GRANTED and the Complaint is, therefore, dismissed in its entirety.

Alan R. Howe
Hearing Examiner

Dated: April 7, 1988
Trenton, New Jersey