City v. PBA, 23 OCB 15 (BCB 1979) [Decision No. B-15-79 (Arb)]

OFFICE OF COLLECTIVE BARGAINING
BOARD OF COLLECTIVE BARGAINING
----------x
In the Matter of

THE CITY OF NEW YORK, DECISION NO. B-15-79

Petitioner,

-and- DOCKET NO. BCB-314-79 (A-765-78)

PATROLMEN'S BENEVOLENT ASSOCIATION,

Respondent.

----------x

DECISION AND ORDER

This proceeding was initiated with the filing, on March 6, 1979, of a petition by the City of New York challenging the arbitrability of the grievance alleged in a request for arbitration filed by the Patrolmen's Benevolent Association (hereinafter "PBA" or "the Union") on September 13, 1978.[1] The PBA, in its request for arbitration, com plains of the following:

> The Commanding Officer's manipulation of the grievant's tours of duty in order to prevent him from continuing to receive the night shift differential formula.

The PBA contends that this conduct violates Article XXIII, Section 1a2 and Article XXI of the 1976-1978 collective bargaining agreement between the parties and the Union, as remedy, seeks payment of retroactive night shift differential from January 1, 1978 to the present.

In its petition, the City of New York, appearing by the

---

[1] The file in this case indicates that several discussions were held between the parties concerning the dispute after the filing of the request for arbitration and that each party requested and agreed to adjournments of date for filing papers with the OCB. For this reason, the time requirements set forth in the OCB Rules for filing papers in an arbitrability dispute were not adhered to.

Office of Municipal Labor Relations (hereinafter "OMLR" or "the City") claims that no violation of Article XXI of the contract has occurred and that as the Union does not plead any other contractual or departmental rule violation other than alleging violation of the contractual grievance-arbitration procedure, the PBA's pleading is "insufficient" and does not allege an arbitrable grievance. The City demands, as relief, that the arbitration request be denied.

BACKGROUND

The PBA seeks to arbitrate the grievance of Police Officer Alfred DeLeo who, on May 22, 1978, submitted to the Police Department Personnel Grievance Board a nine-page handwritten statement detailing the circumstances of his grievance. Officer DeLeo states that on December 27, 1976 he was assigned to the Brooklyn Detective Area on restricted duty as a result of a line-of-duty injury suffered on October 31, 1976. Officer DeLeo maintains that he was placed on "back to back tours" earning full night differential pay. On January 18, 1977, grievant was reassigned to the Brooklyn Robbery Squad and placed on the "Y Chart" with steady "4xl2 tours," Friday and Saturday off. Under this chart, grievant was receiving full night shift differential pay. This arrangement continued until January 1, 1978, according

to grievant, when a then new Commanding Officer questioned grievant's injury and use of sick leave and threatened to "take-away" grievant's night shift differential pay. Officer DeLeo contends that both the Commanding Officer of the Payroll Section and the Chief of the Brooklyn Detective Area informed grievant that he was entitled to the Y Chart, that the City would prefer to leave him on the Y Chart and that the Chief would instruct grievant's Commanding Officer accordingly. However, the Chief was transferred to Queens and, according to Officer DeLeo, his Commanding Officer rescheduled him to an "8x4 tour" an Sunday, followed by four "4xl2 tours" and continuing Friday and Saturday as off-days. The results are that grievant's swing time is reduced to 56 hours (from 64 hours), that grievant must submit for night shift differential pay on a day-to-day basis, and that if grievant is out sick, he does not receive night shift differential pay for that day (or night). Grievant claims that the stated reason for the change, to fill a need for coverage from 8:00 A.M. to 4:00 P.M. on Sunday, is without basis because grievant's old (4xl2) tour was filled by another officer who had been on the 8x4 4 tour, which grievant is now working, and who is also on restricted duty performing the exact same job duties as grievant. Officer DeLeo, in his May 22, 1978 document, states:

> [I] am now submitting a formal grievance against [his Commanding Officer] for (1) imposing an extreme financial hardship on myself and family (2) Forcing me to work a Lt's chart and deliberately manipulating my hours to remove me from the Y chart.

Officer DeLeo feels that he has been treated unfairly, especially in light of his line-of-duty injury and "department recognition."

Officer DeLeo's complaint was denied as "an informal grievance" on July 27, 1978 and denied at Step IV of the contractual grievance procedure on August 24, 1978.

The PBA, in the request for arbitration filed September 13, 1978, alleges violation of Article XXI of the parties' July 1, 1976 to June 30, 1978 collective bargaining agreement. The Article provides:

Night Shift Differential

> a. There shall be a 10% night shift differential effective January 1, 1971 applicable to all employees assigned to rotating tours of duty for all work actually performed between the hours of 4:00 P.M. and 8:00 A.M. There shall be a 10% night shift differential effective January 1, 1971 applicable to all other employees for all work actually performed between the hours of 4:00 P.M. and 8:00 A.M., provided that more than one hour is actually worked after 4:00 P.M. and before 8:00 A.M.

> b. Where overtime compensation is to be calculated for tours in the regular duty chart, the overtime calculation shall be based on the rate paid for the tour to which the overtime is attached; for tours not in the regular duty chart, the overtime calculation shall be based on that rate paid for half or more the hours of the tour to which the overtime is attached.

The Union also claims violation of Article XXIII, section 1a2 of the agreement and, further, maintains that arbitration is demanded under the section. Article XXIII is entitled, "Grievance and Arbitration Procedure," and in section 1(a) defines a grievance as follows (subsection 1(a)(2), cited by the PBA, is underscored):

> For the purposes of this Agreement the term, 'grievance,' shall mean:
>
> 1. a claimed violation, misinterpretation or inequitable application of the provisions of this Agreement;
>
> 2. <u>a claimed violation, misinterpretation or misapplication of the rules, regulations, or procedures of the Police Department affecting terms and conditions of employment, provided that, except as otherwise provided in this section 1(a), the term, grievance' shall not include disciplinary matters</u>;
>
> 3. a claimed violation, misinterpretation, or misapplication of The Guidelines For. Interrogation of Members of The Department referred to in Article XX of this agreement;
>
> 4. a claimed improper holding of an open-competitive rather than a promotional examination;
>
> 5. a claimed assignment of the grievant to duties substantially different from those stated in the grievant's job title specification.

Section 8 of Article XXIII sets forth procedures for submitting unresolved grievances' "to impartial arbitration pursuant to the New York City Collective Bargaining Law and the Consolidated Rules of the New York City office of Collective Bargaining."

POSITIONS OF THE PARTIES

The City, in its petition challenging arbitrability, states, "[T]he ... grievance papers clearly recognize that the grievant has not been deprived of night shift differential under the terms of Article XXI." The City contends that the Union "has not alleged a violation of any other provision of the Agreement or any rule, procedure or policy of the Department." OMLR concludes that the request for arbitration is, therefore, "insufficient" because it does not claim a specific violation of contractual provision or of any rule, procedure or policy. The City adds that the contract "does not contemplate a grievance on the grounds of 'financial hardship or an assignment to certain tour of duty,'" referring to Officer DeLeo's statement discussed above.

In its May 9, 1979 answer to the City's petition, the PBA points out that Article XXIII contains broad definitions of a grievance and the Union specifically quotes section 1a(2) (defining grievance as "a claimed violation ... of the provisions of this Agreement") and section 1a(2) (defining. grievance as "a claimed violation ... of the rules, regulations, or procedures of the Police Department affecting terms and

conditions of employment ..."). The Union notes that "Article 23 §(a)1 ... does not define violations in restrictive language." The PBA argues that Officer DeLeo's grievance "claims a clear misapplication of Police Department rules, regulations and procedures, which clearly affects his term and condition of employment, all to his severe monetary detriment." The Union further alleges:

> That rescheduling of a police officer suffering from a line of duty injury is contrary to [past] precedent and standing Police Department policy, as well as directly counter to the instructions of the Commanding Officer of the Payroll Section of the Police Department, as well as Chief Fitzpatrick, Commanding Officer of the Brooklyn Detective Area.

The PBA maintains that since Officer DeLeo was ordered, in effect, to switch his Sunday tour with the earlier tour of an officer performing the same job with the same squad, the rescheduling was done to disqualify grievant for night shift differential "in contravention of long standing Police Department policy and in opposition to the expressed desire" of the Commanding Officers referred to above.

The PBA goes on to reveal its intention in agreeing to and its interpretation of Article XXIII, section 1 of the 1976 contract. The Union contends that it "could not and did not" agree to a grievance and arbitration procedure which would deny recourse for an alleged violation of the rules of the Department "detrimentally affecting terms and conditions of the employment of its membership."

The Union submits the decision of the Appellate Division, Third Department in Essex County Board of Supervisors and Civil Service Employees Association[2] wherein the court held, according to the PBA, "... that a Collective Bargaining Agreement encompassing a large number of individuals employed by [an] employer 'will invariably include matters which do not fall within particular provisions of the collective bargaining agreement.'" And, according to the PBA, the court cited Matter of Liverpool Central School District[3] and found "a sufficient predicate for arbitration by virtue of the broad definition of grievance chosen by the parties to the contract...." The PBA asserts that the grievance definition in the 1976-1978 contract, repeated in the 1978-1980 contract, is "broad in scope and expressive of the intention of the parties to permit arbitration of matters 'affecting terms and conditions of employment,'in recognition of the fact that a large membership within the [PBA] and a large number of individuals employed by the employer could not possibly encompass all matters affecting the terms and conditions of employment of the members of the Employee Bargaining Unit."

The City replied by letter dated May 14, 1979 pointing out that the PBA's answer admits the grievant has not been

---

[2] ___ A.D. 2d ___ 413 N.Y.S. 2d 772 (February 15, 1979).

[3] 42 N.Y. 2d 509, 399 N.Y.S 2d 189 (1977).

denied payment of night shift differential under Article XXI. The City maintains that the remaining alleged contractual violation, Article XXIII,' section 1(a)(2) of the contract, concerns a clause "traditionally asserted as the predicate for an alleged violation of a contractual provision or a rule, regulation or procedure of the Department." OMLR again argues that the Union in all its papers has not alleged violation of a specific contractual provision or of a rule, regulation or procedure of the Department and that, therefore, its request for arbitration is insufficient.

The City also controverts the PBA's contentions concerning the breadth of the contractual grievance definition. OMLR asserts, "The Board cannot infer that the parties to a collective bargaining agreement in the public sector intend to submit a controversy to arbitration absent a clearly manifested intent," citing Liverpool, supra. The City contends that the grievance-arbitration clause at issue herein differs from the arbitration clause interpreted by the court in the Essex County decision because in the matter before the Board "the definition of a grievance ... although broad, is quite specific and does not manifest an intent that the matter raised herein is either grievable or arbitrable."

The PBA filed a "Sur-Reply to Challenge of Arbitrability" on August 20, 1979 in which it maintains that it "inadvertently" admitted the truth of a paragraph of the

City's petition and stresses that the Union has "never stated the Grievant herein had not been deprived of night differential under the terms of Article XXI of the PBA - City contract." (Emphasis in original)

In its "Sur-Reply," the PBA cites several court decisions and again presents arguments on the interpretation of a contractual grievance-arbitration clause and the scope of the clause at issue herein. Referring to the Essex County decision, the union alleges that "the Appellate Division held, inter alia, that not all issues could possibly be embodied by black letter within the four [corners] of a contract between the parties ..." and that "The Appellate Division properly concluded 'intent' could be inferred by the 'broad definition of Grievance chosen by the parties to the contract.'" The PBA quotes from the 1965 Court of Appeals decision in Matter of Long Island Lumber Co.[4] and argues that therein the court "set down the rule that, in the last analysis, arbitrations are the result of a Grievance between the parties, and draw their essence therefrom, and only when the parties have explicit black letter language clearly excluding matters to be determined by arbitration may said

[4] 15 N.Y. 2d 380, 259 N.Y.S. 2d 142.

matters be found nonarbitrable." (Emphasis in original)[5] The Union points out that the 1976 contract, at issue herein, sets forth a broad definition of grievance including claimed "violation, misinterpretation, misapplication or inequitable application" of provisions of the contract and of "the 'rules, regulation or procedures of the Police Department affecting terms and conditions of employment'" and that the grievance definition only excludes disciplinary matters.

The PBA contends that the 1977 Court of Appeals decision in Matter of Liverpool Central School District[6] is not applicable to the instant matter on several grounds. First, the PBA notes that Liverpool was brought pursuant to the Taylor Law and states:

> The New York City Patrolmen's Benevolent Association, does not come within the parameters of the Taylor Law. The Office of Collective Bargaining pursuant to the New York City Collective Bargaining Law is vested with sole authority to conduct arbitrations. Thus, the Taylor Law, while of academic interest is not applicable.

The Union further points out that the grievance clause at issue in Liverpool was limited, expressly including listed subjects and expressly excluding certain other subjects; the

---

[5] The Union also cites, in support of this, proposition, City School District of Poughkeepsie v. Poughkeepsie Public School Teachers Association, 35 N.Y. 2d 599, 364 N.Y.S. 2d 492(1974).

[6] Supra, note 3.

PBA 1976 contract expressly excludes only disciplinary matters from grievance arbitration and is not as limited in scope as the Liverpool grievance-arbitration clause. The PBA maintains there is no "identity of issues" between the Liverpool case and the dispute before the Board. However, the PBA does rely on the discussion in the Liverpool decision distinguishing "arbitration between private parties in commercial matters as opposed to arbitration in labor relations" and the PBA states:

> Liverpool supports the (Union's) contention that in the field of labor relations, in contrast to private party commercial matters, a presumption exists clearly favoring arbitration unless a particular area is unequivocally and expressly excluded by the language of the contract between the parties.

In a letter dated August 21, 1979, the City disputes the PBA's contentions concerning the scope of the disputed grievance-arbitration clause and argues that the exclusion only of disciplinary matters in Article XXIII "does not operate as the sole exclusion of matters in the grievance procedure." The City also states, "The cases relied upon by the PBA are either inapplicable (Long Island Lumber) or raise factual circumstances which differ from the instant matter (Essex County)."

DISCUSSION

On February 17, 1969, the Board of Collective Bargaining stated:

> In determining arbitrability, the Board must decide whether the parties are in any way obligated to arbitrate their controversies and if so whether the obligation is broad enough in its scope to include the particular controversy.[7]

The parties to this dispute have agreed to arbitrate grievances as stated in Article XXIII of the 1976 collective bargaining agreement. Thus, the issue before the Board is whether the instant grievance is within the scope of the matters the parties have agreed to arbitrate expressed in section 1 of Article XXIII (quoted on page 5).

The Union argues that under the contract clause in issue, the claim alleged in the request for arbitration, a violation of Article XXI of the 1976 contract, is arbitrable. In papers filed subsequent to the request for arbitration, the Union further contends that the grievance states a violation of the rules, regulations or procedures of the Police Department. In addition, the Union cites current case law to suggest that the parties' agreement to arbitrate includes matters not specifically expressed in the grievance-arbi-

[7] Board Decision No. B-2-69, a holding consistently followed in B-8-69; B-4-72; B-8-74; B-14-74; B-18-74; B-28-75; B-1-76; B-5-76; B-11-76; B-1-77; B-10-77; B-2-79; B-7-79; B-9-79; B-10-79.

tration clause and not specifically covered in the contract.

We find that the subject of grievant's complaint an alleged improper change in schedule from a late Sunday tour to an earlier Sunday tour -- is not embraced by the collectively bargained definition of a grievance and therefore we grant the petition challenging arbitrability. The contract clause allegedly violated, Article XXI, provides, with certain limitations not relevant here, for payment of night shift differential "for all work actually performed between the hours of 4:00 P.M. and 8:00 a.m." The Union has not alleged that an officer worked between those hours and was denied night shift differential. Rather, both the request for arbitration and Officer DeLeo, in his statement complain of an alleged "manipulation" of grievant's tour of duty with the result, apparently, that grievant does not continue to receive night shift differential at times when grievant is not actually working night shift. Article XXI does not spell out an entitlement to be assigned to a tour of duty on which an employee would be eligible for night shift differential. Nowhere does the contract provide a right to be assigned to a specific chart or to a tour of duty for which night shift differential is paid[8] nor

[8] The Board has held that direction of employees and assignment of personnel is a management right (B-7-69; B-2-73; B-16-74; B-3-75; B-5-75). As stated in the text, there is no indication in the contract that management has limited this right with respect to assignment of personnel to particular tours of duty, except in cases, of rescheduling of days off and/or tours of duty to avoid paying overtime, which is not at issue in this matter.

does the contract protect against the chart "manipulation," or rescheduling, complained of in this proceeding. The grievance does not state a contract violation and, thus, is not within the grievance definition set forth in section 1(a)(1) of Article XXIII ("a claimed violation ... of the provisions of this Agreement...").

The Union also claims violation of Article XXIII, section 1a2 of the contract, which defines grievance as a claimed violation of the rules, regulations and procedures of the Department and also states that disciplinary matters are excluded from the scope of the grievance definition. The Union does not show how the Department violated this definition of grievance and there is nothing in Officer DeLeo's statement that indicates a violation of the definition. In addition, other than a vague reference to "long standing Police Department policy," none of the papers submitted by the Union identify any rule, regulation, or procedure of the Department that has been violated. At one point, the Union appears to suggest that the alleged oral assurances made to grievant by two superior officers is the rule, regulation or procedure violated by the rescheduling of grievant's Sunday tour. Besides the hearsay statements made in the handwritten document authored by Officer DeLeo, there is no documentation or identification of this alleged "rule or regulation" and there is no indication that the Commanding Officers had the authority

to issue for the Department a rule, regulation or procedure to govern the circumstances of a single officer. The verbal assurances, even if made, are not tantamount to a rule, regulation or procedure of the Department.[9] An order to arbitrate a grievance alleging violation of a departmental rule, regulation or procedure presupposes that the rule, regulation or procedure does exist; no departmental rule, regulation or procedure has been identified by the Union and shown to have been violated.

The Union's primary argument for arbitrability inferentially recognizes the lack of specific contractual provision or departmental rule, etc., on which grievant can base his complaint. The Union maintains that the grievance-arbitration clause at issue herein is broad in scope and is intended to cover any dispute affecting terms and conditions of employment. In this connection, the Union argues that case law in New York holds that labor contracts in general, and especially contracts involving large units of employees, cannot be expected to encompass all matters concerning terms and conditions of employment and that where, as here, there is a broad grievance-arbitration agreement, unless there is a

[9] Similarly, in Decision No. B-20-72, the Board denied arbitration of a claimed violation of an unwritten departmental practice which allegedly had existed for more than twenty years. The Board found the unwritten practice not a "rule or regulation" of the employer.

specific exclusion of a subject,'any dispute involving terms and conditions of employment is arbitrable under the presumption of arbitrability allegedly stated by the Court of Appeals in Liverpool. The weakness in the PBA's argument is amplified by an examination of the grievance definition set forth in the contract at issue in the Essex County decision, the principal case relied upon by the Union. As stated by the Appellate Division, the "Grievance Procedure" clause provided:

> A 'grievance' is a claim by any employee or group of employees or employer in the negotiating unit based upon any event or condition affecting their welfare and/or terms and conditions of employment....[10]

The Appellate Division, on review of An award and hot on a motion to stay arbitration, declared:

> While we cannot infer that parties to a collective bargaining agreement in the public sector intend to submit a controversy to arbitration absent a clearly manifested intent [citing Liverpool], such intent was manifested by the broad definition of grievance chosen by the parties to this contract.[11] [Emphasis added.]

The contract between the parties to the dispute before the Board does not define grievance as a claim based upon any event or condition affecting terms and conditions of employment; rather the parties agreed to procedures to resolve, in

---

[10] 413 N.Y.S. 2d at 774.

[11] 413 N.Y.S. 2d at 774.

pertinent part, a claimed violation, misinterpretation or inequitable application of contract provisions or a claimed violation, misinterpretation or misapplication of departmental rules, regulations or procedures affecting terms and conditions of employment. In a number of decisions the BCB has distinguished the decision in Liverpool[12] on the basis of the statutory policy expressed in the NYCCBL and long standing Board policy favoring arbitration of grievances.[13] The Board has held, however, that it cannot create a duty to arbitrate where none exists nor enlarge an agreement to arbitrate beyond the scope established by the parties by contract

---

[12] The PBA's citation of Liverpool to support the proposition that there exists a presumption of arbitrability in labor contract cases is inexplicable. In Liverpool, the Court of Appeals stated:

> In the field of public employment, as distinguished from labor relations in the private sector, the public policy favoring arbitration -- of recent origin -- does not yet carry-the same historical or general acceptance, nor, as evidence in part by some of the litigation in our court, has there so far been a similar demonstration of the efficacy of arbitration as a measure for resolving controversies in governmental employment. (399 N.Y.S. 2d at 192)

Unlike Liverpool, there is in New York City an express public policy of the public employer favoring arbitration of grievances (see footnote 12, infra) which has been judicially recognized (City of New York v. Anderson, N.Y.L.J. July 21, 1978, p.5 (N.Y. Cty., Sp. Term, Kassal, J.))

[13] NYCCBL Section 1173-2.0. See Board Decisions Nos. B-8-68; B-12-71; B-1-75; B-11-76; B 12-77; B-13-77; B-14-77; B-1-78; B07-79; B-9-79; B-10-79.

or otherwise.[14] The Board has held that a party may be required to submit to arbitration only to the extent that it has consented and agreed to do so.[15] For the instant grievance to be arbitrable under Article XXIII, there must be a contractual clause or departmental rule, regulation or procedure providing employees a right to a specific chart or tour of duty of the employee's choosing. As discussed above, the contract clauses cited by the Union, Article XXI and, Article XXIII section 1(a), do not provide such rights and the Union has not identified any departmental rule, regulation or procedure that afford any such rights to police officers. There does not appear to be any other contract provision or departmental rule, regulation or procedure on which grievant's complaint could be based and therefore we find that the matter is not covered by the collectively bargained definition of grievance.

The Union's attempt to enlarge the scope of the grievance-arbitration clause is barred also by the terms of section 9 of the arbitration agreement (Article XXIII), wherein the parties agreed that:

> In case of grievances falling within Sections 1 (a)(1), 1 (a)(2), or 1(a)(3) of this Article, the arbitrator's decision, and order or award (if any),shall be limited to the application and interpretation of the collective bargaining

[14] B-12-77; B-2-79; B-7-79; B-10-79.

[15] Id.

> agreement, rule, regulation, procedure, order or job title specification involved and the arbitrator shall not add to, subtract from, or modify any such agreement, rule, regulation, procedure, order or job title specification....

In the instant proceeding, the Union seeks to have the Board expand the scope of the grievance-arbitration clause and find that the parties agreed to arbitrate any dispute affecting terms and conditions of employment except disciplinary matters. That the parties did not so agree is evident by the terms of Article XXIII and for the Board to find such a broad clause would be contrary to the above quoted language of section 9 of the Article.

We point out that the Union's contentions concerning a relationship between the scope of the grievance-arbitration clause and the size of the unit or the number of employees Involved are misplaced; we have consistently treated arbitrability disputes as a matter of ascertaining whether the parties have agreed to arbitrate disputes and whether the claim made is covered by the agreement.[16] In addition, the PBA's allegations regarding the coverage of the Taylor Law and the applicability of the law to it are incorrect and we refer the Union to our discussion in Decision No. B-13-79 (Docket No. BCB-324-79), also decided today.

---

[16] See footnote 7, supra.

We recognize that our policy in arbitrability disputes is not to adjudicate the merits of a claim.[17] However, we also have a responsibility, in arbitrability disputes, to inquire as to the prima facie relationship between the act complained of and the source of the alleged right, redress of which is sought through arbitration. The grievant, where challenged, has a duty to show that the contract provision or departmental rule invoked is arguably related to the grievance to be arbitrated.[18] Rather than an adjudication of the merits, our decision herein is based on the lack of contractual provision or departmental rule on which grievant can base his claim. The citation of Article XXI is without merit -- the clause governs payment of night shift differential; grievant complains of a "manipulation" of, or change in, his chart. Furthermore, we are without authority to expand the scope of contractually defined arbitrable grievances, as suggested by the PBA. Therefore we deny the request for arbitration and grant the petition challenging arbitrability.

---

[17] Board Decisions Nos. B-12-79; B-8-74; B-19-74; B-1-75; B-5-76; B-10-77; B-3-77.

[18] Board Decisions Nos. B-1-76; B-3-78; B-5-79; B-7-79.

0 R D E R

Pursuant to the powers vested in the Board of Collective Bargaining by the New York City Collective Bargaining Law, it is hereby

ORDERED, that the petition challenging arbitrability herein be, and the same hereby is, granted; and it is further

ORDERED, that the request for arbitration herein be, and the same hereby is, denied.

DATED: New York, N.Y.

October 10, 1979

ARVID ANDERSON
CHAIRMAN

WALTER L. EISENBERG
MEMBER

ERIC J. SCHMERTZ
MEMBER

EDWARD SILVER
MEMBER

FRANKLIN J. HAVELICK
MEMBER

MARK J. CHERNOFF
MEMBER