PBA, 4 OCB2d 22 (BCB 2011)

(Arb.) (Docket No. BCB-2881-10) (A-13495-10).

Summary of Decision*:** The City challenged the arbitrability of a grievance alleging that the NYPD violated the rules of its Performance Monitoring Program by placing Grievant in Level III for impermissible reasons, including the personal animosity of a Deputy Inspector. The City argued that the request for arbitration does not state a nexus between the right asserted and the arbitration provision at issue which specifically excludes arbitration of "disciplinary matters." The Union argued that it is for an arbitrator to determine if the grievance concerns "disciplinary matters" as defined by the parties' agreement. The Board found that it is for an arbitrator to determine if the grievance falls within the contract term "disciplinary matters," and therefore a nexus exists between the claim and the parties' agreement. The petition was denied, and the request for arbitration granted. ***(Official decision follows.)

OFFICE OF COLLECTIVE BARGAINING
BOARD OF COLLECTIVE BARGAINING

In the Matter of the Arbitration

-between-

THE CITY OF NEW YORK and
THE NEW YORK CITY POLICE DEPARTMENT,

Petitioners,

-and-

PATROLMEN'S BENEVOLENT ASSOCIATION OF THE CITY OF NEW YORK, INC., On Behalf of its Member, BERNALDINO PADILLA,

Respondents.

DECISION AND ORDER

On July 29, 2010, the City of New York ("City") and the New York City Police Department ("NYPD") filed a petition challenging the arbitrability of a grievance brought by the Patrolmen's Benevolent Association of the City of New York., Inc. ("PBA" or "Union"), on behalf of Bernaldino Padilla ("Grievant"). The Union alleges that the NYPD violated the rules of its Chief of Personnel's

Performance Monitoring Program ("PMP") by placing Grievant in Level III of the PMP for impermissible reasons, including the personal animosity of a Deputy Inspector. The City argues that the request for arbitration does not state a nexus, that is, a reasonable relationship, between the right asserted and the arbitration provision at issue which specifically excludes arbitration of "disciplinary matters." The Union argues that it is for an arbitrator to determine if the grievance concerns "disciplinary matters" as defined by the parties collective bargaining agreement ("Agreement"). The Board finds that it is for an arbitrator to determine the meaning of the contract term "disciplinary matters." Accordingly, the petition is denied, and the request for arbitration granted.

BACKGROUND

Grievant was appointed to the NYPD on February 28, 1994, is a member of the PBA, and was assigned to the 33rd Precinct on February 8, 2006. According to the Union, Grievant first entered the PMP when placed on modified assignment in 2003; according to the City, Grievant first entered the PMP when placed on Dismissal Probation in November 2005. The parties have provided a lengthy and detailed account of the facts and procedural history, much of which goes to determining the merits of the grievance. For the purposes of this decision, the pertinent facts are as follows.

The PMP

The stated goal of the PMP is "improving performance" and it is for "members of service whose behavior and/or performance is substandard." (Pet., Ex. 3, at 1).[1] The PMP's three levels of monitoring have a "specific set of criteria . . . [that] ensures consistency in the employee disciplinary

[1] Pet., Ex. 3, is the written criteria for the PMP.

process." (*Id.*). Officers can be placed directly into any level or moved from one level to another.

Level I involves the least supervision and has three categories: Discipline Monitoring, for those who have displayed negative behavior or have received Command Disciplines; Force Monitoring, for those who have received four Force Complaints in two years or five Force Complaints in four years; and Performance Monitoring, for those with negative performance evaluations, low activity, or who have abused sick leave. No entries are made in the personnel file or the NYPD's Central Personnel Index ("CPI") for placement in Level I. An officer may be removed from Level I after 12 months if the officer's behavior or performance improves. If it does not, Level I can be extended for six months or the officer can be moved into Level II.

Level II is for officers for whom "[n]on disciplinary efforts have failed." (*Id.*, at 2). That is, for officers whose misconduct or poor performance is more serious and for those who, while in Level I, were unable to correct their behavior or who received negative performance evaluations. Level II has the same three categories as Level I. Placement into Level II is recorded in the personnel file and the CPI and the officer's name is circulated to other oversight divisions, including the Absence Control Unit ("ACU") and the Internal Affairs Bureau. An officer may be removed from Level II after 18 months if the officer's behavior or performance improves. If it does not, Level II can be extended for six months or the officer can be moved into Level III.

Level III, the most intense form of supervision, is also known as the "Special Monitoring System." (*Id.*). It "is reserved for members with extensive disciplinary histories, who have no discernable response to positive or negative intervention." (*Id.*, at 9). A Special Monitoring committee that includes the First Deputy Commissioner and the Chiefs of Personnel and Internal Affairs meets quarterly to place officers in or remove them from Level III. Any officer placed on

Dismissal Probation, which is part of an adjudicated penalty or settlement agreement of formal disciplinary charges, is placed in Level III. Officers in Level III are "subject to strict supervision and all behavior is documented." (*Id.*) All officers in Level III are prohibited from being assigned to the first platoon, must be reviewed by the Career Advancement Review Board prior to promotion, and are subject to random integrity tests and visits from the ACU when reporting sick. The PMP explicitly notes that "[c]ontinued misconduct at [Level III] will result in dismissal." (*Id.*) Officers on Dismissal Probation may be dismissed without a hearing. The PMP states that Level III lasts, at a minimum, 24 months. Disciplinary Probation lasts, at a minimum, 12 months and the PMP explicitly states that it shall be extended by the time an officer is not performing the duties of the officer's position, such as when on modified assignment.

Greivant's History in the PMP

On November 30, 2005, Grievant was advised, in writing, that, in lieu of a penalty of dismissal that had been approved for him, he was placed on Dismissal Probation, effective as of November 5, 2005.[2] Grievant remained on modified assignment from 2003 through February 8, 2006; thus, he was on Dismissal Probation until February 8, 2007.

On October 16, 2007, Grievant was advised that he had been placed into Level II Disciplinary Monitoring, effective September 28, 2007. The initial duration for Level II is 18 months, or until March 28, 2009. The City asserts that "[b]ased on Grievant's inconsistent performance while in monitoring, and at the recommendation of his Commanding Officer, his placement in Level II–Disciplinary Monitoring was continued." (Pet. ¶ 21). The record does not provide any details of

[2] Both parties asserted in conference that Grievant's disciplinary history, including why he was facing dismissal, is irrelevant to these proceedings.

Grievant's performance while in the PMP, but Grievant's overall performance evaluations ratings for 2006 was 4 out of 5; for 2007 it was 4.5 out of 5; and for 2008 it was 4.5 out of 5.[3] The City does not allege that Grievant was notified of an extension of his placement in Level II. The Union alleges that Grievant did not learn that he remained in Level II until June 18, 2009, when he received an interim performance evaluation that recommended that he be moved from Level II to Level III. Grievant was not, at that time, placed into Level III. The interim performance evaluation was for January 6 to June 18, 2009, and Grievant's overall rating was 2.5 out of 5.

On December 3, 2009, Grievant was advised that he had been placed in Level III Special Monitoring.[4] The notice that Grievant received was a standard form stating that placement was "based on a review of your disciplinary history; and work performance, which were found to be below standards required by the [NYPD]." (Pet., Ex. 8). In January 2010, Grievant received his 2009 performance evaluation with an overall ratings of 2.5 out of 5.

The Grievance

Article XXI, § 1(a)(2), of the Agreement defines a grievance as "a claimed violation, misinterpretation, or misapplication of the written rules, regulations or procedures of the [NYPD] affecting terms and conditions of employment, provided that, except as otherwise provided in this [§]1(a), the term 'grievance' shall not include disciplinary matters." (Pet., Ex. 1, at 21).

On March 3, 2010, the Union, by letter, filed a grievance at Step III "regarding the [NYPD's] improper placement of [Grievant] in Level III of the [PMP] in violation of the [PMP's] own rules

---

[3] On the performance evaluation form, reviewers certify that they have reviewed and considered the ratee's performance monitoring records.

[4] The record does not indicate the effective date of Greivant's placement in Level III.

and criteria." (Pet., Ex. 5). According to the Union, Grievant "was given no justification" for his placement in Level III. (*Id.*). The Step III grievance noted that on June 18, 2009, two days after Grievant made an arrest for aggressive panhandling, he "inexplicably received an interim performance evaluation" recommending that he be placed in Level III. (*Id.*).[5] The Union argued that Grievant's placement in Level III was improper and violated the rules of the PMP as Grievant had an "exemplary personnel record" and should have been removed from the PMP in October 2007, at the latest. (*Id.*) As Grievant's overall performance evaluations for 2006 and 2007 were 4 and 4.5, an elevation to Level III was unjustifiable.

According to the Union, before the interim evaluation, Deputy Inspector Dowling met with supervisors in the Command to discuss Grievant, expressed his extreme dislike of Grievant, and instructed supervisors to report back to him on Grievant's activities. The Union argued that, while placement in Level III may be based, in part, upon the recommendation of a Commanding Officer or Borough Commander, "such recommendations cannot be made arbitrarily, or otherwise motivated by personal animus." (*Id.*). Thus, Grievant's "elevation to Level III was not based upon the applicable performance criteria . . . but rather, upon Deputy Inspector Dowling's personal animus toward him following the June 16, 2009 arrest incident." (*Id.*). The Union complained that Grievant has not been assigned to overtime-generating details and that "the maltreatment by his supervisors has continued." (*Id.*). The Union requested the removal of Grievant from the PMP and the restoration of overtime generating assignments.

The NYPD denied the grievance on March 22, 2010. The Union filed at Step IV on April

---

[5] In conference, the Union informed the Trial Examiner that Grievant's handling of the June 16, 2009, panhandling arrest is relevant to the underlying grievance but not the instant petition.

23, 2010, which the NYPD denied on May 13, 2010. The Union filed a request for arbitration on June 7, 2010, describing the grievance as follows:

> Whether the [NYPD], through Deputy Inspector Joseph Dowling, violated [PMP] rules by placing [Grievant] in Level III [PMP] for impermissible reasons, including but not limited to personal animosity, despite that [Grievant] did not meet the criteria for placement in Level III [PMP].

(Pet., Ex. 2). The relief requested is to remove Grievant from the PMP, restore him to overtime generating assignments, compensate Grievant in an amount reflecting the overtime that he would have earned had he not been in the PMP, and cease and desist placing police officers in the PMP who do not meet its criteria.

PBA, 73 OCB 12 (BCB 2004): Prior Proceeding Concerning the PMP

The parties raised a prior Board decision concerning the PMP as applicable to the issues herein. *See PBA*, 73 OCB 12 (BCB 2004), *affd*, *Matter of Patrolmen's Benevolent Assn. v. NYC Bd. of Collective Bargaining,* No. 112687/04 (Sup. Ct. N.Y. Co. Aug. 8, 2005), *affd*, 38 A.D.3d 482 (1st Dept 2007), *lv denied*, 9 N.Y.3d 807 (2007). *PBA*, 73 OCB 12, involved a claim that the NYPD unlawfully unilaterally promulgated a revised manual that included the PMP. On July 29, 2004, the Board dismissed the improper practice petition, finding it, in part, untimely, and finding aspects of the PMP–specifically, Evaluations/Performance Profiles, Training, Assignments, Promotions, and Discipline–to be non-mandatory subjects of bargaining.

In *PBA*, 73 OCB 12, the City explicitly argued that the PMP is "not a disciplinary program" but that it "may serve as a mechanism for gathering information that can be used for formal

disciplinary charges." *Id.*, at 9.[6] In response, the Union argued that the PMP "is not an extension of management's right to discipline employees for misconduct but is rather an alternative to NYPD's disciplinary procedures governed by the New York City Administrative Code § 14-115 and the New York City Charter § 434." *Id.*, at 6.

In reaching its conclusions, the Board noted that "the PMP is not an alternative to a statutory discipline system since the [PMP] is supervisory and does not impose penalties." *Id.*, at 23. The Board further noted that as the "PMP's essential purpose is oversight, [] no new system of discipline has been established." *Id.*, at 24. However,"to the extent that the [PMP] could be construed as a vehicle for the furtherance of disciplinary action, both the substance and the procedures of the PMP are prohibited subjects of bargaining." *Id.*

POSITION OF THE PARTIES

City's Position

The City argues that under the explicit language of the Agreement, the PMP may not be the subject of a grievance arbitration. The PMP "is not a formal disciplinary *procedure*" but falls "under the umbrella of discipline" and thus constitutes a "disciplinary matter" as that term is used in the Agreement. (Pet. ¶¶ 41; 44) (emphasis in original). The Union is "asking the Board to disregard the [term] 'disciplinary matters' [in the Agreement] and replace [it] with the word 'discipline' or the phrase 'disciplinary penalty.'" (Rep., at 4-5). Thus, the Union is seeking "an award disallowing the [NYPD] from placing Police Officers in a discipline-related Program." (Pet. ¶ 35). To do so, "would

[6] In its Answer in *PBA*, 73 OCB 12, the City denied all paragraphs of the petition that characterized the PMP as discipline.

be contrary to the express language and clear intent of the parties as evidenced in Article XXI, [§]1(a)(2)." (Pet. ¶ 48).

The City argues that caselaw supports interpreting the term "disciplinary matters" to mean more than formal discipline. It cites *Matter of City of New York v. Patrolmen's Benevolent Association*, 14 N.Y.3d 46 (2009), as holding "that those measures that are 'inextricably intertwined' with formal discipline do fall under the umbrella of discipline." (Pet. ¶ 44). It notes that in *County of Suffolk and Suffolk County Sheriff*, 40 PERB ¶ 3022 (2007), the Public Employment Relations Board found that a sick leave monitoring program was related to discipline because the administrative sanctions that it imposed could constitute a disciplinary penalty. Thus, the PMP, like other "programs that are inextricably intertwined with formal discipline, such as drug testing policies and sick leave monitoring programs, are, in essence, discipline." (Rep., at 3).

The City argues that its participation in the earlier steps of the grievance should not estop it from now claiming that the grievance is not arbitrable. Public employers have an obligation to process grievances even when they have no obligation to arbitrate. The Board has recognized that an employer does not waive its right to challenge arbitrability simply because it has heard grievances that it was obligated to hear. The Union, however, should be estopped from arguing positions contrary to those it took in *PBA,* 73 OCB 12, and "should not be allowed at this point to abandon its previous contentions regarding how the [PMP] is intertwined with [NYPD] discipline." (Rep. at 6).

Union's Position

As a threshold matter, the Union argues that, because the City twice denied the grievance on substantive grounds at the Step levels, it should be estopped from arguing that the grievance is not arbitrable under the disciplinary matter exclusion in the Agreement. The Union cites to Board

precedent holding that allowing parties to introduce novel claims not raised earlier frustrates the purposes of the grievance process and forecloses the possibility of settlement.

The Union notes that the City does not dispute that the PMP placement criteria are written rules of the NYPD affecting terms and conditions of employment. This case concerns a straight-forward violation of those written rules. The nexus between the act complained of in this grievance and the written placement criteria of the PMP is "direct and unambiguous," and the Union need not show more to proceed to arbitration. (Ans. ¶ 91).

The Union is seeking to grieve the misapplication of the written criteria of the PMP; it is not seeking to prevent the NYPD from placing members in the PMP or from setting the criteria for placement. The Union argues that the NYPD "must follow its promulgated rules and regulations concerning terms and conditions of employment." (Ans. ¶ 112). Board precedent holds that a request for arbitration that, in all other respects, satisfies the test for arbitrability cannot be denied based upon the remedy sought.

The Union asserts that the City's sole argument is contractual. It is for an arbitrator to decide whether a grievance is excluded as a disciplinary matter. To do otherwise is contrary to the "unambiguous intent of the parties to have all disputes governing the application and interpretation of the provisions of the Agreement resolved exclusively by an arbitrator." (Ans. ¶ 99). The Board "has not interpreted the disciplinary matter exclusion under the grievance provision to exclude from grievability any matter related to discipline." (Ans. ¶ 113). Nor has the City cited any cases denying an arbitration request as within the disciplinary matter exclusion.

Should the Board decide to interpret the contract, as the City requests, the Union argues that the City should be estopped from now arguing that the PMP is a disciplinary program based on its

prior position successfully taken before the Board and the Courts in *PBA*, 73 OCB 12. The Board and the Courts have ruled that the PMP is supervisory in nature and the City admits that the PMP "itself is not [a] disciplinary procedure." (Ans. ¶ 103) (citing Pet. ¶ 41). The Union argues that, first, that the contractual term "disciplinary matters" means discipline, and thus does not include the PMP. Second, assuming, *arguendo*, that the term "disciplinary matters" means more than just discipline, its claim concerning Grievant's incorrect placement in the PMP in violation of the rules and criteria set forth in the PMP is not discipline or a disciplinary matter and is thus within the definition of procedures that the parties intended to be subject to arbitration. The instant grievance is not inextricably intertwined with discipline and the Union asserts that the "Board has previously recognized the distinction between grieving . . . the imposition of discipline, and grieving a Department rule that affects terms and conditions of employment." (Ans. ¶ 104).

DISCUSSION

At the outset, we find that the City has not waived its right to challenge the arbitrability of the grievance by participating in the earlier steps in the grievance process. *See Local 30, IUOE*, 77 OCB 7, at 11-12 (BCB 2006), *affd*, *Matter of City of New York v. NYC Bd. of Certification*, Index No. 404461/06 (Sup. Ct. N.Y. Co. Sept. 19, 2007) (Wetzel, J.). Our longstanding position has been that a contrary view would "discourag[e] participation in the step grievance procedures since the City, to preserve its right to challenge arbitrability, would at the outset refuse to participate in a particular case where it believed that the matter complained of was not grievable, and, therefore, not arbitrable." *Local 237, CEU*, 9 OCB 20, at 3 (BCB 1972); *see also Local 3, IBEW*, 31 OCB 19, at 7 (BCB 1983) ("NYCCBL provides that challenges to arbitrability are properly raised when the

union files a request for arbitration.").[7]

As for the merits, the NYCCBL explicitly promotes and encourages the use of arbitration, and "the presumption is that disputes are arbitrable, and that doubtful issues of arbitrability are resolved in favor of arbitration." *CEA*, 3 OCB2d 3, at 12 (BCB 2010) (citations omitted); *see also* NYCCBL § 12-302 ("policy of the city to favor and encourage . . . final, impartial arbitration of grievances"). NYCCBL § 12-309(a)(3) grants this Board the power "to make a final determination as to whether a dispute is a proper subject for grievance and arbitration procedure established pursuant to [§] 12-312 of this chapter." The Board, however, "cannot create a duty to arbitrate where none exists." *CEA*, 3 OCB2d 3, at 12 (quoting *UFA, L. 94*, 23 OCB 10, 6 (BCB 1979)).

We employ a two pronged test to determine the arbitrability of a grievance:

> (1) whether the parties are in any way obligated to arbitrate a controversy, absent court-enunciated public policy, statutory, or constitutional restrictions, and, if so
>
> (2) whether the obligation is broad enough in its scope to include the particular controversy presented. In other words, whether there is a nexus, that is, a reasonable relationship between the subject matter of the dispute and the general subject matter of the Agreement.

UFOA, 4 OCB2d 5, at 9 (BCB 2011); *see also NYSNA*, 69 OCB 21, at 7 (BCB 2002).

---

[7] We also find parties' estoppel arguments unpersuasive. The Union is not estopped from taking positions here that are inconsistent with those it took in *PBA*, 73 OCB 12, because the doctrine of estoppel against inconsistent positions only applies where the prior position was in some manner adopted by the adjudicator. Because the Board did not adopt the Union's prior arguments in *PBA*, 73 OCB 12, estoppel is inapplicable here. *See Stewart v. Chautauqua County Bd. of Elections*, 14 N.Y.3d 139, 150 (2010); *Factory Mut. Ins. Co. v. Mutual Marine Office, Inc.*, 57 A.D.3d 304 (1st Dept 2008) (unsuccessful argument in prior case did not estop a party's argument as to the interpretation of an arbitration clause). Collateral estoppel does not apply to the City's arguments here because they are consistent with those that it raised in *PBA*, 73 OCB 12. The City's position in both cases is that there are two distinct categories, formal discipline and related to discipline, and that the PMP is the latter, not the former.

To articulate a nexus between the collective bargaining agreement and the right that it asserts, and thus to establish that a matter is arbitrable, a party need only demonstrate "a *prima facie* relationship between the act complained of and the source of the alleged right, redress of which is sought through arbitration." *PBA* 3 OCB2d 1, at 11 (2010) (quoting *Local 924, DC 37*, 1 OCB2d 3, at 12 (BCB 2008)); *COBA*, 45 OCB 41, at 12 (BCB 1990). "Once an arguable relationship is shown, the Board will not consider the merits of the grievance." *COBA*, 63 OCB 13, at 10 (BCB 1999). Such a "*prima facie* showing, by definition, does not require a final determination of the rights of the parties in this matter; such a final determination would in fact constitute 'an interpretation of the [agreement] that this Board is not empowered to undertake.'" *OSA*, 1 OCB2d 42, at 16 (BCB 2008) (quoting *Local 1157, DC 37*, 1 OCB2d 24, at 9 (BCB 2008)); *see also* CSL § 205.5(d).[8] Where "[e]ach interpretation is plausible; the conflict between the parties' interpretation presents a substantive question of interpretation for an arbitrator to decide." *Local 3, IBEW*, 45 OCB 59, at 11 (BCB 1990).

The City has not argued that there are court-enunciated public policy, statutory, or constitutional restrictions barring arbitration of the instant grievance. Here, Article XXI, § 1(a)(2), of the Agreement defines a grievance as "a claimed violation, misinterpretation, or misapplication of the written rules, regulations or procedures of the [NYPD] affecting terms and conditions of employment, provided that, except as otherwise provided in this [§]1(a), the term 'grievance' shall

---

[8] CSL § 205.5(d) reads, in pertinent part:

> the board shall not have the authority to enforce an agreement between a public employer and an employee organization and shall not exercise jurisdiction over an alleged violation of such an agreement that would not otherwise constitute an improper employer or employee organization practice.

not include disciplinary matters." It is undisputed that the PMP is a written procedure of the NYPD that effects terms and conditions of employment and thus would be within the parties' contractual definition of a grievable matter unless excluded as a "disciplinary matter."

The City argues that, even assuming that the PMP does not constitute "discipline," the contractual term "disciplinary matters" is broader and encompasses more than formal discipline.[9] The City asserts that the PMP is "disciplinary related" and, therefore, falls within the ambit of the term "disciplinary matter" and thus is excluded from arbitration by the language of the Agreement. In response, the Union argues, first, that the contractual term "disciplinary matters" means discipline and, second, assuming, *arguendo*, that the term "disciplinary matters" means more than just discipline, it does not encompass its claim concerning Grievant's incorrect placement in the PMP in violation of the rules and criteria set forth in the PMP. According to the Union, such is neither discipline nor a disciplinary matter and is thus within the definition of procedures that the parties intended to be subject to arbitration.

The dispute as to what the parties meant by the contractual term "disciplinary matters" presents a question of contract interpretation. The Board may not interpret a contract; that is a matter for an arbitrator: *See NYSNA*, 3 OCB2d 55, at 8 (BCB 2010) ("the parties' disagreement over the meaning of the terms in [the Agreement] . . . [is a] matter[] of contract interpretation over which this Board lacks jurisdiction."); *COBA*, 63 OCB 13, at 10 (BCB 1999) (under a grievance provision identical to the one at issue here, it was held that it was for an arbitrator to decide whether a reassignment allegedly in violation of a Department Directive was a disciplinary matter and thus not

[9] We note that in *PBA*, 73 OCB 12, at 23-24, the City argued, and this Board found, that the PMP was not a disciplinary program, but rather was a supervisory one, the essential purpose of which was "oversight."

arbitrable). It is for an arbitrator to determine the extent of the contractual exclusion of "disciplinary matters"; including the question of whether the parties intended the term to have a broader meaning than just "discipline," and, if so, whether it includes claimed violations of the PMP.[10] That is, it is for an arbitrator to determine whether the grievance is subsumed within the meaning of "disciplinary matters." Accordingly, we deny the City's petition challenging arbitrability and grant the request for arbitration.

[10] To the extent that the City contends that judicial decisions rendered subsequent to the execution of the Agreement have some bearing on the question of what the parties intended the term "disciplinary matters" to mean, examination of that contention properly is left to the arbitrator.

ORDER

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 filed by the City of New York and the New York City Police Department, docketed as No. BCB-2881-10, hereby is denied; and it is further

ORDERED, that the Request for Arbitration filed by the Patrolmen's Benevolent Association of the City of New York, docketed as A-13495-10, hereby is granted.

Dated: April 28, 2011
New York, New York

MARLENE A. GOLD
CHAIR

GEORGE NICOLAU
MEMBER

CAROL A. WITTENBERG
MEMBER

M. DAVID ZURNDORFER
MEMBER

PAMELA S. SILVERBLATT
MEMBER

CHARLES G. MOERDLER
MEMBER