Local 333, UMD, ILA, AFL-CIO, 5 OCB2d 15 (BCB 2012)

(IP) (Docket No. BCB-2894-10).

Summary of Decision: The Union claimed that the DOT violated NYCCBL § 12-306(a)(1) and (4) by unilaterally eliminating the positions of the men's bathroom Deckhand and women's bathroom City Attendant on the Staten Island ferries, and then assigning the duties of the eliminated position to the remaining Deckhands. The City argued that DOT exercised its managerial prerogative in doing so and did not fail to negotiate over a mandatory subject of bargaining, that any claim of practical impact is premature, and that to the extent that the Board considered the instant claim as a scope of bargaining petition, it must be dismissed, as the Union made no specific factual allegations of a practical impact on safety or workload. Further, the City argued that it did not independently or derivatively violate NYCCBL § 12-306(a)(1). The Board found that the DOT's staffing changes were within its managerial rights as an employer and that the petition did not allege facts sufficient to warrant a hearing on whether a safety or workload impact resulted from those changes, and dismissed the petition in its entirety. **(Official decision follows.)**

OFFICE OF COLLECTIVE BARGAINING
BOARD OF COLLECTIVE BARGAINING

In the Matter of the Improper Practice Proceeding

-between-

LOCAL 333, UNITED MARINE DIVISION,
INTERNATIONAL LONGSHOREMEN'S ASSOCIATION,
AFL-CIO,

Petitioner,

- and-

THE CITY OF NEW YORK
DEPARTMENT OF TRANSPORTATION,

Respondent.

DECISION AND ORDER

On September 15, 2010, Local 333, United Marine Division, International

Longshoremen's Association, AFL-CIO ("Union" or Local 333"), filed a verified improper practice petition against the City of New York Department of Transportation ("DOT"). The Union claims that the DOT violated § 12-306(a)(1) and (4) of the New York City Collective Bargaining Law (New York City Administrative Code, Title 12, Chapter 3) ("NYCCBL") by unilaterally eliminating the positions of the men's bathroom Deckhand and women's bathroom City Attendant on the Staten Island ferries, and then assigning the duties of the eliminated positions to the remaining Deckhands. The City argues that DOT exercised its managerial prerogative in doing so and did not fail to negotiate over a mandatory subject of bargaining, that any claim of practical impact is premature. The City also argues that to the extent that the Board considers the instant claim as a scope of bargaining petition, it must be dismissed, as the Union makes no specific factual allegations of a practical impact on safety or workload. Further, the City argues that it did not independently or derivatively violate NYCCBL § 12-306(a)(1). The Board finds that the DOT's staffing changes are within its managerial rights as an employer and that the petition did not allege facts sufficient to warrant a hearing on whether a safety or workload impact resulted from those changes. Therefore, we dismiss the petition in its entirety.

BACKGROUND

The Staten Island Ferry transports over 20 million passengers annually between St. George Terminal on Staten Island and Whitehall Terminal in lower Manhattan, a five mile, twenty-five minute ride. On a typical weekday, the ferries make 109 daily trips, transporting approximately 65,000 passengers. On a typical weekend, the ferries make between 66 and 77 daily trips, and ridership has increased over 10 percent in the last three years.

The Union represents the title of Deckhand on the ferries. Deckhand is an "undocumented" position according to the United States Coast Guard ("UCSG"), which means that the position does not require prior experience, sea service, or examination of skills by the UCSG. The position requires only vessel familiarization, which is required of all individuals serving on the Ferry. According to the job description, Deckhands' typical tasks include: 1) cleaning the vessel and/or terminal areas as directed, 2) performing lookout and emergency duties of the assigned duty station, such as: launching and manning rescue boats and life rafts; operating firefighting equipment; and assisting in vessel to vessel transfers, under the direction of an Officer. 3) operating boarding doors, gates, aprons and bridges, 4) handling gangways and mooring lines, 5) directing passenger and vehicle traffic, as assigned, 6) patrolling deck and assigned duty station to ensure that all is in safe and clean condition; assists passengers, as needed; reports any suspicious circumstance or object to an Officer or Ferry Terminal Supervisor, 7) performing heavy manual labor, such as: handling vessel and terminal supplies and trash; and loading and unloading freight, and 8) participating in safety meetings and fire and lifeboat drills.

According to DOT, in response to the 2003 accident on the Andrew J. Barberi Staten Island Ferry, DOT hired a Chief Operations Officer ("COO") of the Division of Ferries to reorganize Ferry operations pursuant to the International Safety Management Code and industry best practices. DOT asserts that one of the COO's primary functions is to require that all internal and external regulations are followed by DOT, and to maintain compliance with federal regulations and industry standards in all aspects of Ferry operation.

Since 2004, two uniformed New York City Police Officers are assigned to the Staten Island Ferry during all Ferry trips. Although Deckhands are required to conduct rounds of passenger

spaces to maintain watch over conditions that may impact safety and be aware of passengers and their locations and report incidents to supervisors, it is the Police Officers' responsibility to issue summonses and enforce the law.

According to DOT, the COO undertook a review of the use of resources and employees on the Ferries, comparing it with UCSG regulations which, among other things, outline the physical requirements for prospective seamen and seaworthy vessels. The USCG issues Certificates of Inspection ("COI") for each Staten Island Ferry vessel mandating certain safety requirements, identifying characteristics of the vessel, and minimum staffing requirements. These requirements may be voluntarily exceeded, and DOT maintains that its staffing exceeds the minimum requirements.

The UCSG minimum staffing requirements apply to each of the four classes of vessels in the Staten Island Ferry fleet: the Austen Class, the Barberi Class, the Kennedy Class, and the Molinari Class, each with its own set of minimum staffing requirements. After the COO completed his review of Ferry staffing, the Division of Ferries determined that it would eliminate one men's bathroom Deckhand position and one women's restroom City Attendant position from each Ferry as of June 1, 2010.[1] No employees were laid off as a result of the changes.

As an example of the minimum staffing requirements set forth by the COIs, the COI for Austen Class vessels (the smallest in the fleet) requires minimum personnel as follows: 1 Master (Captain), 1 Licensed Mate, and 5 Deckhands. (Ans., Ex. 7). DOT asserts that Austen Class vessels are, post-June 1, 2010, regularly staffed with 1 Captain, 1 Assistant Captain, 2 Mates and 4 Deckhands. DOT asserts that this staffing exceeds the USCG's personnel requirements, since a

[1] City Attendants are covered by the Blue Collar collective bargaining agreement, and are represented by District Council 37, Local 1505, which is not a party to this action.

licensed merchant mariner (*e.g.,* a Captain, Assistant Captain, or Mate) is qualified to serve "in any lower capacity in the same department" (*i.e.,* a Deckhand) under 46 CFR § 10-201(b).[2]

In its Reply, the Union argued that the COIs provided by DOT are flawed in that, according to the COIs produced, they are only temporary COIs, which are in force only until the receipt on board said vessel of the original COI. Moreover, the Union argues that the COIs provided also state that the vessel must "be manned with the following licensed and unlicensed personnel" before describing the number of Deckhands that the vessel must staff. (Ans., Ex. 7).

Shortly after DOT eliminated one Deckhand and one City Attendant position from the Ferries, the Union asked to bargain over the elimination of the Deckhand position and the impact of that decision. DOT refused the request. On September 15, 2010, the Union filed the instant Petition.

POSITIONS OF THE PARTIES

Union's Position

[2] The COI for the Barberi Class vessels requires minimum personnel as follows: 1 Master & First Class Pilot (Captain), 1 First Class Pilot (Assistant Captain), 1 Licensed Mate, and 8 Deckhands. (Ans., Ex. 8). DOT asserts that Barberi Class vessels are, post-June 10, 2010, regularly staffed with 1 Captain, 1 Assistant Captain, 3 Mates and 6 Deckhands, which meets the UCSG requirements.

The COI for the Kennedy Class vessel requires minimum personnel as follows: 1 Master & First Class Pilot (Captain), 1 First Class Pilot (Assistant Captain), 1 Licensed Mate, and 6 Deckhands. (Ans., Ex. 9). DOT asserts that the Kennedy Class vessel is, post-June 10, 2010, regularly staffed with 1 Captain, 1 Assistant Captain, 3 Mates, and 6 Deckhands, which exceeds the UCSG's personnel requirements.

The COI for Molinari Class vessels requires minimum personnel as follows: 1 Master & First Class Pilot (Captain), 1 First Class Pilot (Assistant Captain), 1 Licensed Mate, and 8 Deckhands. (Ans., Ex. 10). DOT asserts that the Molinari Class vessels are, post-June 2010, regularly staffed with 1 Captain, 1 Assistant Captain, 3 Mates, and 7 Deckhands, which exceeds the UCSG's personnel requirements.

The Union argues that although staffing is a managerial prerogative, DOT has contractually agreed to make safety a subject of bargaining, thereby limiting that prerogative. Article XI of the parties' collective bargaining agreement ("Agreement") is titled "Occupational Safety and Health," and Section 1 reads: "Adequate, clean, structurally safe and sanitary working facilities shall be provided for all Employees." Here, Deckhands have an extremely dangerous job, safety is addressed in the Agreement, and DOT unilaterally removed the Deckhand and City Attendant without bargaining. Therefore, DOT engaged in a unilateral change in the terms and conditions of employment that affected the safety of Deckhands working on DOT's ferries.

Further, the Union argues that even if the Board finds that Deckhand staffing is not a mandatory subject, DOT must bargain over the impact of removing the men's bathroom Deckhand and the women's bathroom City Attendant positions because it creates a clear threat to employee safety in that Deckhands are responsible for the safety of passengers. The Union argues that as a result of the elimination of the women's bathroom City Attendant and the men's bathroom Deckhand, the remaining Deckhands have a more dangerous job in that they still carry the same number of passengers as before, but with less Deckhands to assist in maintaining a safe environment for passengers and Deckhands. If there is an emergency situation, Deckhands may have to lower rescue boats from the Ferry and assist passengers off of the vessel. If such an emergency were to occur, having fewer Deckhands and City Attendants could have devastating ramifications.

Deckhands are required to be constantly on alert for any abnormal or unsafe conditions, and when they identify such conditions, they are required to inform their supervising Mate. Deckhands are expected to conduct rounds to ensure the safety of passengers and the vessel; they

are also expected to ensure orderly boarding and disembarking of passengers, which requires that they instruct passengers who create a disturbance by running, pushing, shoving, and obstructing the flow of passengers. The Union argues that these duties create the possibility of conflict between Deckhands and passengers, and conflict of this type creates safety concerns for Deckhands. Deckhands have had to assist in situations where there was a fire, a sick passenger, an injured passenger, a passenger, a passenger overboard, fights, rowdy passengers, and drunken passengers causing a nuisance. On one occasion, a Deckhand and a Mate even physically assisted Police Officers with unruly passengers, ensuring passenger safety when it appeared the Police Officers did not have control over the situation.

Further, since June 1, 2010, due to the elimination of positions, the bathrooms are unattended for thirty minutes during transit and this creates a dangerous situation because in the past, people have been sexually abused in the bathroom, have engaged in sexual activities, and used drugs there. These concerns are magnified now that the Deckhand and City Attendant positions have been eliminated.

Moreover, the Union alleges that DOT has conceded that it is intentionally violating the COI relating to the number of Deckhands that each vessel is required to maintain. The fact that DOT staffs fewer Deckhands on the vessel than is required in the COI creates a *per se* threat to safety. To be clear, 46 USC § 3313(a) provides that during "the term of a vessel's [COI], the vessel must be in compliance with its conditions, unless relieved by a suspension or an exemption granted under § 3306 of this title." Thus, the law is clear that the vessel must be in explicit compliance with the COI and here, DOT admits that it is not in compliance with the language of the COI with respect to the number of Deckhands on its vessels. Although DOT defends its

failure to comply with the COI by arguing that Mates can serve in a lower capacity, Mates do not perform the duties of a Deckhand. If the Mates do not work as Deckhands, and they do not perform the duties of a Deckhand, then the argument that having Mates on the vessel satisfies the minimum Deckhand requirements falls apart when scrutinized.

Additionally, the remaining Deckhands have increased duties that must be performed without their being allotted extra time to complete those duties. The Union cites as an example a Deckhand who works on the Molinari and Barberi Class vessels, and who, since the unilateral change, is now responsible for cleaning both the women's and men's bathroom. According to his affidavit, he is now responsible for: sweeping the boat, opening the gates to allow passengers to embark and disembark from the vessel, insuring that passengers disembark when the Ferry arrives at its destination, cleaning the men's bathroom, and then escorting another Deckhand into the women's bathroom so that he may clean it. The Union contends that now that he is required to perform the duties of a Deckhand and those of a men's bathroom Deckhand and women's bathroom City Attendant, he can barely keep up with his responsibilities. He is also faced with significant stress in that he is faced with discipline if he does not complete his assigned duties.

The increase in duties is such that it adversely impacts the terms and conditions of employment by inserting the constant threat of disciplinary action for failure to accomplish all of the additional tasks that must now be assumed. Through the affidavits of two Deckhands, the Union argues that an unnamed Deckhand was disciplined for failing to adequately clean the bathrooms, on top of his regular duties, and another was threatened with discipline. (Pet., Ex. B and C).

City's Position

The City argues that the Union has failed to allege facts sufficient to support an improper practice claim, as DOT properly exercised its management prerogative regarding staffing and did not fail to negotiate over a mandatory subject of bargaining. Management's decisions regarding levels of staffing are not mandatory subjects of bargaining under the NYCCBL because they explicitly fall within management's statutory right. DOT's decision to adjust the allocation of available employees on the Staten Island Ferry can only be classified as a decision with respect to staffing levels. No employees were laid off, and the only change made was the number of employees assigned to a given Ferry boat. Moreover, there is no provision in the parties' Agreement which would limit DOT's right to determine the proper staffing levels and the appropriate staff allocation on the Staten Island Ferry. The parties' Agreement is silent with respect to the COI. Therefore, the Union's claim that DOT violated NYCCBL § 12-306(a)(4) must be dismissed.

As to the Union's claims regarding practical impact, the City has no duty to bargain on practical impact until after a determination from the Board that an impact exists. Thus, the Union's improper practice claim, which is based on an allegation of a practical impact, is premature and without merit at this time and must be dismissed.

To the extent that the Board entertains the Union's claims of a practical impact, those allegations must also be dismissed. The Union's conclusory allegations have no factual basis and the Petition is devoid of any specific factual allegation creating even a minimal or cursory showing of safety impact on its members. Conspicuously absent from the Union's petition is any allegation that the Ferry is less safe for employees than it has been in the past. The Union has

made the vague and unsupported claim that DOT's staffing decision has created a dangerous situation for passengers. The allegation is categorically false and, second, the allegation is irrelevant to the instant Petition, as a claim that decreased staffing affects the safety of the public is not within the Board's purview under the NYCCBL. Appreciable facts in the Petition point to alleged facts which occurred long before the challenged policy was enacted and, if anything, imply that the Ferry used to be less safe than it is today.

Petitioner concedes that it has asked DOT to bargain over "perceived dangers" resulting from the reduced number of Deckhands and City Attendants. (Pet. Mem. of Law, at 21). The City argues that to establish a practical impact arising from health and safety issues, the Union must show that an exercise of management's right created a clear and present or future threat to employee safety. As the Union's own papers concede, this danger is merely "perceived" and not based in fact; therefore, they have failed to meet the requisite standard.

The Union's claim that DOT's staffing adjustment has caused a practical impact on the workload of Deckhands must also be dismissed, since this allegation also has no basis in fact. In the instant Petition, the Union has not brought forth any specific details that would constitute unreasonably excessive or unduly burdensome workload of Deckhands assigned to the ferries. To the contrary, the Union's allegations are vague and non-specific. A Deckhand's responsibility on the ferries is the same as it always has been: to patrol an assigned area and clean the vessel as necessary. The amount of time worked and the job functions performed during a work shift are unchanged. Even assuming that a given Deckhand now has more responsibility during a given shift, the Union's claim must still fail. A union's claim of increased workload during the workday does not amount to a workload impact absent a showing that employees were subject to working

more time than scheduled or overtime to complete their work. Thus, all of the Union's claims of practical impact must be dismissed.

Furthermore, any claimed independent violation of NYCCBL § 12-306(a)(1) must be dismissed because the Union did not allege any facts which would support that claim. Finally, the City did not violate NYCCBL § 12-306(a)(1) derivatively because it did not violate § 12-306(a)(4).

DISCUSSION

The Union asserts that DOT's decision to remove a Deckhand and a City Attendant positions from the Staten Island Ferries is a mandatory subject of bargaining and that the change resulted in a practical impact on safety and workload for those Deckhands. This Board finds that on the record herein, the petition has not alleged sufficient specific facts supporting its claim.

Preliminarily, we hold that to the extent that the Union claims that the City is intentionally violating federal statutes regarding the number of Deckhands that each vessel is required to maintain (according to its COI), any such claims are outside of our jurisdiction. This Board has the exclusive power to remedy improper practices by both an employer and an employee organization under NYCCBL § 12-309. NYCCBL § 12-309(a) provides, in relevant part:

> The board of collective bargaining, in addition to such other powers and duties as it has under this chapter and as may be conferred upon it from time to time by law, shall have the power and duty:
>
> * * *
>
> (4) to prevent and remedy improper public employer and public employee organization practices, as such practices are listed in section 12-306 of this chapter . . . .

Therefore, to the extent that any direct violation of those statutes is alleged, these claims are beyond our jurisdiction and must be dismissed. We may, however, consider the statutes and the COIs as guidelines relating to Ferry staffing in determining if a safety or workload impact will result from the City's actions.

Section 12-307(b) of the NYCCBL provides the public employer discretion to act unilaterally in certain enumerated areas outside the scope of bargaining. Such areas include staffing levels, assigning and directing employees and determining their duties during working hours.[3] *EMS Superior Officers Ass'n*, 79 OCB 7, at 29 (BCB 2007); *UFA*, 43 OCB 70, at 2 (BCB 1989). The City may take action in those areas unless the parties themselves have limited that right in their collective bargaining agreement. *UFA*, 77 OCB 39, at 14-15 (BCB 2006); *Licensed Practical Nurses and Technicians of New York, Local 721*, 43 OCB 59, at 22 (BCB 1989). Although the Union argues that the parties have agreed to limit the City's managerial prerogative in this area through Article XI, § 1 of the parties' Agreement, titled "Occupational Safety and Health," that provision addresses only "structurally safe" working facilities and does not directly address employee safety or workload other than that of the physical plant. Therefore, since the parties have not limited the City's managerial prerogative in this area, we find that DOT's actions in this matter were taken pursuant to their managerial prerogative regarding staffing and not

[3] NYCCBL § 12-307 (b) provides, in relevant part: It is the right of the city, or any other public employer, acting through its agencies, to determine the standards of services to be offered by its agencies; . . . direct its employees; . . . determine the methods, means and personnel by which government operations are to be conducted; . . . and exercise complete control and discretion over its organization and the technology of performing its work. Decisions of the city or any other public employer on those matters are not within the scope of collective bargaining, but, notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on terms and conditions of employment, including, but not limited to, questions of workload, staffing and employee safety, are within the scope of collective bargaining.

subject to bargaining on that basis, and move to the Union's claims of practical impact.

The City argues that the Union's claims of practical impact should be ignored as premature because those claims were raised in an improper practice petition, not a scope of bargaining petition, and the Board had not yet determined that the management action created a practical impact. In *NYSNA*, 71 OCB 23, at 12 (BCB 2003), petitioner raised an improper practice claim, and the Board had not yet determined that the management action complained of had created a practical impact. Although the assertion of practical impact was considered premature, the Board did not dismiss the petition simply because of its technical defects and considered the allegations. *Id*.; *SBA*, 41 OCB 56, at 15-16 (BCB 1988). Here we shall do the same and consider the Union's allegations of impact.

When the exercise of a management right is shown to result in a practical impact, a duty to bargain arises over the means of alleviating that impact. *UFA*, 71 OCB 19, at 7 (BCB 2003); *Local 300, SEIU*, 45 OCB 36, at 7 (BCB 1990). *See, also, Police Benevolent Ass'n of the Police Dep't of the County of Nassau*, 31 PERB ¶ 3164 (1998) (generally, safety issues which affect terms and conditions of employment as provided for through collective bargaining are mandatory subjects of negotiations). However, there is no duty to bargain–and therefore no violation of NYCCBL § 12-306(a)(4) by way of refusal to bargain–arising out of a claim of practical impact until the Board has first found that a practical impact exists as a result of the exercise of a management prerogative pursuant to NYCCBL § 12-307(b). *Local 1180, CWA*, 43 OCB 47, at 17 (BCB 1989). Moreover, in a case in which there is a clear present or future threat to employee safety, the Board may direct the parties to bargain over the alleviation of any threatened practical impact on safety. *UPOA*, 39 OCB 37, at 5-6 (BCB 1987). Where the existence of such a threat

is not clear, the Board may require a hearing to resolve a factual dispute on the issue; however, a precondition to such a hearing on an impact claim is the presentation by a petitioner of sufficiently specific factual details, not merely unsupported allegations. *Id.* at 7. Here, we find that the Union has not offered sufficient factual support for its contention that the additional work that Deckhands will be assigned to perform results in a safety impact. The Union has presented no specific allegations of probative fact to support its claim that the work necessarily will subject Deckhands to increased hazards and thus implicate a duty to bargain over safety.

Although the Union submits affidavits that address the generally dangerous nature of the position and relate past incidents on the Ferries that happened to involve Deckhands, the affidavits do not allege specific facts about an increase in such safety risk to Deckhands currently at issue here that can be attributable to the City's staffing actions. The Union also raises allegations of security threats to the public/passengers as a concern, but a petition must allege facts showing that the exercise of a management right has created a "clear and present or future threat to *employee* safety," and not solely the public. *UFOA*, 3 OCB2d 50, at 18 (BCB 2010) (emphasis added). The Union in the instant case has not alleged specific facts supporting its claim that an increased safety impact, *per se* or otherwise, *on its employees* necessarily will result from the claimed extra hazards posed by the City's staffing change.

For the Board to find a practical impact on workload, a petitioner must allege sufficient facts to show that the managerial decision created an unreasonably excessive or unduly burdensome workload as a regular condition of employment. *UFA*, 71 OCB 19, at 7 (BCB 2003); *Local 300, SEIU*, 45 OCB 36, at 12; s*ee Local 1549, DC 37*, Decision No. 69 OCB 37, at 9 (BCB 2002); *Local 831, USCA*, 39 OCB 6, at 13-14 (BCB 1987). A petitioner does not demonstrate a

practical impact merely by enumerating additional duties assigned to employees or by noting a new assignment of duties covered in the job specifications. *UFA*, 71 OCB 19, at 13; s*ee SBA*, 41 OCB 56, at 17 (BCB 1988). An assertion that, for example, employees are required to work more time than scheduled must include specific details to support their allegations. *Id*.

Here, we find that the Union has not offered sufficient factual support for its contention that the removal of a Deckhand and a City Attendant will result in an unreasonably excessive or unduly burdensome workload as a regular condition of employment. The assertion is unsupported by sufficient facts in the record to warrant a hearing on the question. The petition enumerates the duties that Deckhands must now perform with specificity and asserts that there is indeed more work to be accomplished during a shift, but it does not explain how this will necessarily result in an unreasonably excessive or burdensome workload. Though the Union recites one instance of a Deckhand being disciplined for failing to adequately clean a bathroom and relates a single vague threat to one unnamed Deckhand regarding discipline for failing to complete his duties on schedule, the Union has not alleged that Deckhands have not been able to complete the assigned duties within the time available to them or that the completion of the work is so exhausting that it adversely affects their health. The Board has recognized that a Union's claim of increased workload during the workday does not amount to a workload impact absent a showing that employees were subject to working more time than scheduled or overtime to complete their work. *UFA*, 77 OCB 39 at 15-17.

For these reasons, we dismiss the Union's claim that the City's change in Ferry staffing will result in a practical impact on firefighter safety or workload that would give rise to a duty to bargain. This holding is without prejudice to the Union's right in the future to submit a petition

alleging sufficiently specific facts claimed to constitute a safety and/or workload impact, if the occurrence of new circumstances subsequent to the closing of the record in this case warrant.

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 improper practice petition, docketed as BCB-2894-10, filed by Local 333, United Marine Division, International Longshoremen's Association, AFL-CIO, and the same hereby is, dismissed in its entirety.

Dated: April 18, 2012
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

PETER B. PEPPER
MEMBER