Rodriguez v. L.30, IUOE, Elmhurst Hospital, 57 OCB 23 (BCB 1996) [Decision No. B-23-96 (IP)]

OFFICE OF COLLECTIVE BARGAINING
BOARD OF COLLECTIVE BARGAINING

----------X

In the Matter of the Improper Practice Proceeding

DRAFT
6/10/96

- between -

Julio Rodriguez,

Petitioner,

Decision No. B-23-96
Docket No. BCB-1643-94

- and -

Local 30, I.U.O.E, and Elmhurst Hospital,

Respondents.

----------X

DECISION AND ORDER

On February 22, 1994, Julio Rodriguez ("petitioner") filed a verified improper practice petition alleging that Local 30 of the International Union of Operating Engineers ("Union") committed an improper practice by not representing him fairly at a disciplinary hearing, and that this failure led to his termination from the position of Plant Maintainer (Oiler). The petition also named the employer, Elmhurst Hospital ("hospital"), as a respondent. In the petition, reference was made to attachments which the petitioner had neglected to include. He was asked to file a copy of the original petition with the referenced attachments, and did so on April 4, 1994.

By letter dated March 17, 1994, the law firm of Adam Ira Klein, Esq. advised the Office of Collective Bargaining that it

was appearing in the case on behalf of the Union. By letter dated June 23, 1994, the hospital, by the New York City Health and Hospitals Corporation ("HHC"), requested an extension of one week to file an answer to the petition, which was granted. On June 27, 1994, HHC filed a motion to dismiss, claiming that the petitioner had failed to state an improper practice under the New York City Collective Bargaining Law ("NYCCBL").

On October 13, 1994, the Trial Examiner advised the Union that it had not filed an answer to the petition. The Union filed an answer on November 23, 1994. The petitioner filed a reply on February 2, 1995.

A conference was held on March 31, 1995 to discuss, among other matters, HHC's motion to dismiss. HHC requested that the claim against the hospital be dismissed, contending further that no remedy could be afforded the petitioner even if his claim were upheld. The Union requested that the claim against it be dismissed, arguing that the petitioner had no right to representation under the Union's contract. The Trial Examiner afforded the Union and HHC the opportunity to file additional motions, and the petitioner the right to reply. The Union chose to proceed to a hearing. HHC filed a second motion to dismiss on April 20, 1995, claiming that the PRB proceedings precluded a remedy under the OCB's jurisdiction.[1] The petitioner filed a reply to HHC's motion on May 1, 1995.

---

[1]The second motion to dismiss superseded the first.

In Interim Decision No. B-13-95, dated June 15, 1995, the Board of Collective Bargaining ("Board") denied HHC's second motion to dismiss. It held that section 209-(a)(3) of the Taylor Act requires a public employer to be joined as a party when a union is alleged to have breached its duty of fair representation in processing or failing to process a claim of a breach of the collective bargaining agreement.

A hearing was held on July 11, 1995 and July 17, 1995. The parties filed post-hearing briefs on September 22, 1995.

Background

The petitioner was appointed by the hospital as a provisional Plant Maintainer (Oiler) on February 11, 1991.[2] According to the petitioner, he was told by Chief Engineer Dennis Moynihan in the fall of 1993 that provisionals in his title would be laid off and that the petitioner would be "one of the guys to go first." The petitioner testified that he believed that he was more senior than other provisionals in his title, and that this belief was confirmed by someone who worked in the hospital's Labor Relations department. Two provisionals were laid off on December 10, 1993.

---

[2]The titles Oiler and Plant Maintainer (Oiler) are certified jointly to Local 30 and Local 15. The unions have agreed between themselves that HHC employees in these titles will be represented by Local 30.

The titles Stationery Engineer and Senior Stationery Engineer are certified to Local 30. Some employees of the hospital in these titles have the in-house titles of Chief Engineer and Supervising Engineer.

Edward McGay is a Stationary Engineer who was the petitioner's supervisor. McGay claimed that the petitioner abandoned his post on the morning of December 10, 1993 because he was absent for some time after a fire drill was held. He testified that, when he confronted the petitioner with this accusation, the petitioner told him he was absent for a short time because someone was returning his car keys.

The petitioner maintains that he was told to clean Room SB-B8 in the sub-basement and that he did so after the fire drill. He submitted into evidence a time sheet which he filled out, dated December 10, 1993, on which he wrote that he had spent the day in the "machine" or "machinery" room. The witnesses and attorneys used the terms "SB-B8" and "machine room" interchangeably.

The petitioner contacted his Union representative, Martin Ross, later that day to tell him that he might be brought up on charges by McGay. He also informed his shop steward, Thomas Pickford, about the incident. Pickford testified that he told Ross of the incident and spoke to Moynihan, McGay and the petitioner.

Ross testified that the petitioner visited him twice at the Union hall after their first telephone conversation. The petitioner testified that he called Ross once after their initial conversation and that Ross told him that he would not take any action until the petitioner was formally charged.

On December 27, 1993, the petitioner received performance evaluations from eight engineers. They were marked "annual evaluation" and dated between December 3 and December 8, 1993. Seven of the eight evaluations were negative. According to the petitioner, before December 27th he had never been evaluated during his employment at the hospital and had not worked closely with six of the eight evaluators. No previous evaluations were admitted into evidence. On the same day, the petitioner was served personally with a notice of a Step 1A disciplinary hearing.

The petitioner claims that he told Ross about receiving eight performance evaluations in one day, and that Ross told him that this was a highly unusual practice. It was during that conversation, the petitioner claims, that he told Ross about witnesses from whom he would be able to obtain statements exonerating him of the charge.

Ross testified that the petitioner may have told him about witnesses during a conversation that took place before the hearing. The petitioner said that he did not disclose the witnesses' names to Ross, but that Ross also failed to inquire as to who they were. Ross testified that he expected the petitioner to disclose the existence of witnesses. He also stated that he spoke with Moynihan and Chief Engineer Roland Ng, but that he had no contact with McGay until the morning of the day that the hearing took place.

On December 31, 1993, the petitioner received a notice by mail of a Step 1A disciplinary hearing which was scheduled for January 4, 1994. Ross and the petitioner did not speak between the time that the hearing notice was served and the day of the hearing.

On the morning of January 4, 1995, before the hearing began, Ross had a conference with Pickford, Ng, Moynihan, and McGay. The petitioner was not included in the meeting. After the meeting, Pickford accompanied the petitioner to the hearing room. Ross, the engineers and McGay walked several blocks to the hearing together.

The hearing was conducted by Ronald Edwards, a hearing officer for HHC. McGay testified and submitted a statement into evidence. According to the petitioner, Ross failed to cross-examine or question McGay about the validity of the charges. Ross testified that he asked McGay to "elaborate on his story," but did not deny that he failed to cross-examine him. Pickford also failed to cross-examine McGay.

During the hearing, Pickford asked the petitioner if he needed assistance with the interpretation of a letter submitted into evidence by McGay. He says that he asked for a recess and explained the letter to the petitioner. The petitioner testified that, during one of the breaks, Ross told him that "he was not going to take my word over the engineer's word." Ross and Pickford stated that they took the breaks to make sure that the petitioner understood the proceedings.

The petitioner testified that, before the hearing started, he tried to give Ross letters from witnesses who allegedly would exonerate him of the charges. One witness wrote that he saw the petitioner in the laundry room during the time that he allegedly was absent from his post, and another wrote that he saw the petitioner take material from the boiler room to the waste room during that time.

The petitioner stated that Ross accepted the letters from him, along with two letters from character witnesses, but that Ross failed to enter the letters into evidence. Ross claims that he did not receive these letters from the petitioner before the hearing. According to his testimony, the petitioner gave him the letters of the two character witnesses during a recess, and he handed these letters to the hearing officer. Pickford stated that he first knew that the petitioner had witnesses in his behalf during the hearing, when he helped the petitioner translate McGay's letter. The hearing officer testified that he received both the character references and the letters of the witnesses during the hearing.

According to the petitioner's testimony at the disciplinary hearing, he was not supposed to be watching the boiler room. He claimed that he was the extra man on watch, and that witnesses would support his claim. Ross claims that he spoke on the petitioner's behalf at the hearing by "restating his story." However, the petitioner claims that Ross said he had nothing to say on the petitioner's behalf. Furthermore, the petitioner

asserts, Ross did not ask him questions while he was testifying about the incident.

Moynihan testified at the Step 1A hearing that the petitioner told him he was away from his work site because he was looking for a friend to whom he wanted to give his car keys. Although Moynihan's version of what petitioner told him was inconsistent with petitioner's explanation at the Step 1A hearing, the petitioner claims, Ross did not cross-examine him. In his testimony at the disciplinary hearing, Ng testified that the petitioner had caused problems in the past and added that he wanted to know how much longer they would have to put up with the petitioner's behavior. According to the petitioner, Ross also failed to challenge Ng's damaging testimony.

Mr. Donald Pugh, a field representative for the Union, is a stationery engineer who is on part-time release to the Union. His first involvement in this case was on the morning of the Step 1A hearing, when he was briefed by Ross and the engineers in the hearing room before the proceeding began. Pugh testified at the hearing that although the petitioner told him that he had been assigned to clean room SB-B8, the petitioner failed to include that information in his job log. According to the petitioner, his former difficulties with reading and writing had been well-known to all of the engineers, but he had improved these skills shortly before the incidents occurred. Pugh also stated that it is customary for the Union to bring witnesses to testify at a

Step 1A hearing, but that the Union was unaware of the petitioner's witnesses before the hearing.

By letter dated January 26, 1994, the hospital notified the petitioner that his employment had been terminated. Ross advised him to consult with the Union's attorney. The Union filed a petition with the Personnel Review Board ("PRB") on behalf of the petitioner.

A de novo hearing was held at the PRB on June 2, 1994 at which the Petitioner elected to be represented by a private attorney. In a determination dated January 1, 1995, the PRB affirmed its hearing officer's finding that the termination of the petitioner's employment was not arbitrary and that the penalty of termination was not excessive.

Positions of the Parties

Petitioner's Position

The petitioner claims that the Union violated the duty of fair representation owed to him as its member. According to the petitioner, the Union acted in an arbitrary, perfunctory and malicious manner by failing to investigate the facts surrounding the hospital's claim that he had abandoned his post on December 10, 1993 or to determine whether witnesses should be called for the Step 1A hearing. He claims that Ross' statement that Ross would not take the petitioner's word over that of an engineer is further proof of the Union's arbitrary and malicious behavior.

The petitioner claims that the Union did not consult with him after charges were filed, investigate the surrounding facts, or specifically advise him that he could have witnesses at the Step 1A hearing. Further, he maintains, the Union ignored his daily time sheet for December 10th and the obvious discrepancy in McGay's statement that he had never assigned the petitioner to work in SB-B8. According to the petitioner, the Union failed to ask permission to produce witnesses after their existence became known, and Ross failed to cross-examine management witnesses or raise the unusual fact that the petitioner had received eight evaluations in one day. The petitioner maintains that these actions are proof that the Union treated him differently than it treats others in similar circumstances.

The petitioner claims that Pugh did not investigate before he testified to the detriment of the petitioner at the Step 1A hearing. Rather, he claims, Pugh took McGay's word that the petitioner was not at his assigned work site after the fire drill and ignored the evidence of the petitioner's job log.

The petitioner maintains that Ross never asked him about his entry in the job log. He suggests that Ross did not inquire because Ross would not believe him if he contradicted the engineers, and that Ross was not interested in representing him.

According to the petitioner, Pugh's testimony about the job log is contradicted by the evidence of the log itself. If Pugh or Ross had investigated the matter, he petitioner maintains, that the log entry also contradicted McGay's testimony. The

Union did not investigate, the petitioner claims, because the petitioner was a provisional and Moynihan wanted to get rid of him. The petitioner argues that the Union failed to represent him properly because it was acting maliciously, in an effort to have him terminated.

In his claim against the hospital, the petitioner asserts that it failed to apply the collective bargaining agreement fairly and in a manner consistent with the way it is applied to other Union members similarly situated. The petitioner maintains that the hearing officer failed to conduct the hearing in the normal course and ignored clear evidence submitted to him; failed to inquire during the hearing whether the petitioner would produce witnesses; failed to request the presence of witnesses once their identities became known to him; failed to investigate the petitioner's assertion that he was in Room SB-B8 at the time in question; and met privately with management witnesses prior to the hearing in the absence of the petitioner, but failed to meet with the petitioner's witnesses. The petitioner asserts, further, that the hospital gave inadequate notice by giving him one business day to prepare for the hearing. Lastly, he charges that representatives of the hospital engineered his dismissal in order to protect the job security of provisional employees with less seniority.

The Union's Position

The Union asserts that the petitioner's allegation that he was unfairly represented by the union is patently false and is wholly insufficient to support a claim of improper practice under §12-306 of the NYCCBL.[3] The Union also contends that it did not breach its duty of fair representation when it represented the petitioner at an informal Step 1A conference. It asserts, "a union is recognized as having the implied authority, as representatives, to make fair and reasonable judgements about whether a particular complaint is meritorious and to evaluate the degree of prosecution to which it is entitled." According to the Union, because of the petitioner's employment history, his provisional status and his inconsistent story, the Union had every right to exercise its discretion as to the extent it investigated the petitioner's defenses and character witnesses. Thus, the Union

---

[3] Section 12-306 of the NYCCBL provides, in relevant part:

a. Improper public employer practices. It shall be an improper practice for a public employer or its agents:

(1) to interfere with, restrain or coerce public employees in the exercise of their rights granted in section 12-305 of this chapter. . . .

b. Improper public employee organization practices. It shall be an improper practice for a public employee organization or its agents:

(1) to interfere with, restrain or coerce public employees in the exercise of rights granted in section 12-305 of this chapter,
or to cause, or attempt to cause, a public employer to do so. . . .

Section 12-305 of the NYCCBL provides, in relevant part:

Public employees shall have the right to self-organization, to form, join or assist public employee organizations, to bargain collectively through certified employee organizations of their own choosing and shall have the right to refrain from any or all of such activities. . . .

maintains, even if it failed properly to investigate the underlying charges and failed to represent the petitioner at the hearing, there is no breach of the duty of fair presentation.

The Union also asserts that the petitioner failed to produce evidence that the union ignored the charges or handled them in a perfunctory manner. Rather, it maintains, it reviewed the petitioner's claim, discussed the charges with the petitioner and with management, and zealously represented the petitioner at the Step 1A hearing. The Union asserts that it did not need to interview the petitioner's character witness or produce them at the conference because those witnesses were not his supervisors and did not work in his department. In addition, the Union states that, by its attorney, the petitioner exercised his option to appeal the Step 1A determination. Shortly thereafter, it claims, the petitioner hired independent counsel.

The Union maintains that the petitioner's allegations, even if true, fail to constitute a basis for a finding of improper practice. According to the Union, the petitioner is a provisional employee who can be terminated at will and is not entitled to a formal hearing. The Union claims that the petitioner was only entitled to a Step 1A conference. Such a conference, it maintains, provides a provisional employee an opportunity to explain his or her side of the story but is not a formal hearing. For this reason, it alleges, the hospital could terminate the petitioner regardless of the Union's actions, since "the petitioner's impending termination was a matter beyond the Union's

control and not within the purview of its duty of fair representation."

According to the Union, its treatment of the petitioner's case shows no evidence of hostility or neglect. It argues that the petitioner did not introduce evidence that the Union was in a position to do more for him than it did, nor did he attempt to show that the treatment afforded him by the Union differed in any respect to that received by fellow employees in similar situations.

HHC's Position

HHC asserts that the petitioner is only entitled to a review of the underlying case against it if he could establish that the Union breached its duty of fair representation to him. According to HHC, there is no evidence that the Union treated the petitioner in a discriminatory fashion, or failed in any way to represent him. HHC maintains that there is no evidence that the Union treated the petitioner differently from any other member who was in similar circumstances. Even if the Board deems that petitioner has established a breach of the Union's duty of fair representation, HHC argues, the petitioner's allegations of improper practice include no claims within the purview of the provisions of §12-306b(1) of the NYCCBL.

HHC asserts, further, that the petitioner was only entitled to a PRB hearing, a right which he has already exercised. Moreover, it argues, the OCB has no jurisdiction to review the

PRB order so there can be no relief for the petitioner against HHC. For this reason, it maintains, the claim should be dismissed.

Discussion

The allegations in the petition raise the issue of whether the Union breached its duty of fair representation by what the petitioner alleges was the Union's perfunctory and bad faith handling of the disciplinary hearing. What distinguishes this case from others in which similar allegations have been considered by the Board is the fact that the petitioner and his accusers are members of the same union.

The duty of fair representation obligates a union to act fairly, impartially and non-arbitrarily in negotiating, administering and enforcing collective bargaining agreements.[4] Of the many cases in the public and private sectors which concern allegations of the breach of this duty, some concern allegations that, in collective bargaining, the union has represented the interests of one group of members to the detriment of another. We have found no other case, however, in which a union representative was accused of colluding with one group of members to the detriment of another member at a disciplinary hearing.

It is the Union's contention that if the petitioner's allegations were true, they would still fail to constitute a

[4] Decision Nos. B-11-95, B-8-94, B-44-93 and B-29-93

basis for a finding of improper practice. According to the Union, the petitioner's impending termination was a matter beyond its control, and not within the purview of its duty of fair representation, because he is a provisional employee whose rights are limited by law. The petitioner's provisional status may foreclose avenues of recourse and restrict the Union's duty to represent him. It does not, however, entirely excuse the Union from its duty. Provisional employees may have some rights to which the duty of fair representation attaches, and we have held that a union has an obligation to represent employees, including provisional employees, in a manner which is not arbitrary or discriminatory.[5]

The petitioner asks us to conclude that the Union breached its duty of fair representation, representing him inadequately because of a conflict of interest or collusion with some of its members, the engineers who supervised him. As we have stated in improper practice cases brought on different grounds, in the absence of an outright admission, proof of improper motive must be circumstantial.[6] Here, as in previous cases concerning allegations of conflict of interest, we must examine the facts to determine whether the Union's actions constituted a breach of its duty.

---

[5] Decisions Nos. B-14-86; B-26-84.

[6] See, e.g., Decision Nos. B-23-91; B-24-90; B-17-89.

The Union counters the petitioner's allegations by asserting that it reviewed his claim, discussed the charges with him and zealously represented him at the Step 1A hearing. It is true that the Union reviewed his claim and discussed the charges with him.

It is also true, however, that the petitioner received seven negative performance evaluations two weeks after the incident which led to charges being brought against him, and just days before charges were formally filed and a hearing scheduled. Without refutation by the respondents, we must assume the truth of the petitioner's allegations that these evaluations were the first he had received during the years that he worked at the hospital. Taken together with testimony that evidenced the engineers' dislike of the petitioner, some of which was made part of the record through the transcript of the PRB hearing, it appears to us that the petitioner is correct in alleging that the engineers who supervised him wanted to be rid of him.[7] There is no evidence, and the petitioner does not contend, that the Union was responsible for the timing or content of the performance evaluations.

A concerted effort by supervisors to rid themselves of a subordinate is all that this would remain, if it were not for the

---

[7]The petitioner alleges that the engineers wanted his employment terminated in order to protect the job security of other provisional employees with less seniority. The engineers alleged that the petitioner was an unsatisfactory employee with a poor record. To make a determination here, we need not resolve the question of the engineers' motives.

fact that the supervisors and their subordinate were members of the same union and that the union's representative took actions which, at the least, gave the appearance of collusion. It is undisputed that Ross held a meeting with four of the engineers who wanted to be rid of the petitioner, and who were also members of the Union, on the morning of the Step 1A hearing. The petitioner was not included in this meeting. Ross then walked to the hearing with the engineers rather than with the petitioner, although he was about to represent the petitioner against the charges of the engineers.

We have decided two cases in which a conflict of interest on the union's part was alleged. In Decision No. B-19-89, we considered a conflict of interest alleged because the union representative was the sister of the petitioner's supervisor. We concluded that "the only evidence offered to support petitioner's charge is circumstantial, and is so slight as to require us to speculate concerning the meaning of alleged events and outcomes."

In Decision No. B-32-92, a conflict of interest was alleged because the union representative was a member of a D.C. 37 supervisory local and also served as a representative for the D.C. 37 non-supervisory local to which the petitioner belonged. We concluded that there was no conflict of interest because the union representative had retired from his position before the incident in question and had been on full-time release from the supervisory position for years before he retired.

Ross' representation of the petitioner at the hearing would likely not be considered perfunctory handling of the petitioner's case[8] and would by itself not support a finding of a breach of the duty absent the events that transpired before the hearing. The petitioner's claim, however, involves not only the Union's conduct at the hearing, but also its conduct before the hearing. We are troubled by the concatenation of events. In particular, we note that the petitioner received eight performance evaluations, at once and for the first time, on the day that charges were filed against him; that the evaluations were performed by men who were not only his supervisors, but also members of the Union; and that the Union's representative held a closed meeting just before the hearing with the petitioner's supervisors and then walked with them to the hearing, leaving the petitioner behind. Any of these events, alone, might not be enough for a finding of a breach of the duty. Considering the entirety of the circumstances, however, we conclude that the Union breached its duty to represent the petitioner fairly.

The petitioner also claims that HHC failed to apply the collective bargaining agreement fairly and in a manner consistent with the way it is applied to other Union members similarly situated. His complaint encompasses the eight performance

---

[8] Passo v. United States Postal Service, 631 F.Supp 1017 (S.D.N.Y. 1986); Taylor v. Belger Cartage Service, Inc., 762 F.2d 665 (8th Cir. 1985); Stevens v. L. 600, IBT, 794 F.2d 376 (8th Cir. 1986); Woods v. Dunlop Tire Corp., 673 F.Supp 117 (W.D.N.Y. 1987).

evaluations, the lack of adequate notice of hearing, and an alleged deficiency in investigating the charges against him. He also complains that the hearing officer failed to conduct the hearing in the normal course, ignored evidence submitted to him and met privately with management witnesses prior to the hearing in the absence of the petitioner. We find that the petitioner's claim against HHC cannot stand alone since there is no allegation or evidence of anti-union animus, retaliation for protected activity, or any other violation of §12-306a of the NYCCBL.

Section 209-a.3 of the Taylor Act provides that "the public employer shall be made a party to any charge . . . which alleges that the duly recognized or certified employee organization breached its duty of fair representation in the processing of or failure to process a claim that the public employer has breached its agreement with such employee organization." Both HHC and the Union stated in their pleadings that "as a provisional employee with more than two years of employment, Petitioner was entitled to a Step 1A Disciplinary Conference, as provided by the applicable collective bargaining agreement." For purposes of the interim decision on HHC's motion to dismiss, we deemed the assertions in the pleadings to be true and ordered that HHC be retained as a necessary party.

Our own investigation finds that the petitioner's title is covered, not by a collective bargaining agreement, but by a §220 Comptroller's determination. The record does not show that petitioner has rights under any collective bargaining agreement;

his right to a disciplinary hearing derives from HHC's personnel rules and regulations. We cannot claim jurisdiction over HHC because there can be no breach of an agreement between HHC and the Union. For these reasons, we have no jurisdiction over HHC in this proceeding.

The final issue to be determined is the issue of remedy. The question is whether, because of its breach of its duty of fair representation, the Union is responsible for making the petitioner whole. The answer lies in whether it was the Union's breach that caused the petitioner to be terminated. We find that it was not. Although the Union's representation at the Step 1A conference may have contributed to the petitioner's termination at that step, he had two subsequent opportunities to have his case heard. At the Personnel Review Board, a tripartite board, the petitioner had a de novo hearing at which he was represented by counsel and had the opportunity to examine witnesses and present evidence. The termination which resulted from the PRB hearing was appealed, with the same result. Therefore, the Union's breach of the duty of fair representation was not the proximate cause of the petitioner's termination.

In Cantres v. L. 237,[9] PERB held that where "a failure to properly process the disciplinary grievance at the first step of the procedure is not the proximate cause of the Charging Party's ultimate termination, the appropriate remedy is, of necessity,

[9]20 PERB ¶3042 (1987).

narrow in scope." We agree. For this reason, we will not order the Union to make the petitioner whole. We will, however, direct that the Union diligently investigate and prepare disciplinary cases in which it provides representation, consistent with its duty of fair representation under the law, and that it do so without engaging in conduct with employees which creates an appearance of collusion. In addition, the Union is ordered to post the attached notice, for no less than thirty days, at all locations used by the Union for written communications with unit employees.

ORDER

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

DIRECTED that the Union diligently investigate and prepare disciplinary cases in which it provides representation, consistent with its duty of fair representation under the law, and that it do so without engaging in conduct with employees which creates an appearance of collusion, and it is further,

ORDERED that the Union post the attached notice for no less than thirty days, at all locations used by the Union for written communications with unit employees.

Dated: New York, New York
June 27, 1996

Steven C. DeCosta
CHAIRMAN

George Nicolau
MEMBER

Daniel G. Collins

MEMBER

Jerome E. Joseph
MEMBER

Robert H. Boqucki
MEMBER

Richard A. Wilsker
MEMBER

Saul G. Kramer
MEMBER